CITY OF CHARLES TOWN
CITY COUNCIL
AGENDA • MARCH 3, 2025

Regular Session **COUNCIL CHAMBERS** **7:00 PM**
101 E Washington Street, Charles Town, WV 25414

CALL TO ORDER

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

: **2025-243:** City Council Meeting Minutes - February 18, 2025
CityCouncilMeetingMinutes_18Feb2025_Draft_rmt.pdf

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

6. COMMITTEE REPORTS

: **2025-244:** Ordinance Committee Meeting - February 20, 2025

: **2025-245:** Parks and Recreation Commission Meeting - February 27, 2025

7. CITY MANAGER REPORT

: **2025-263:** City Manager Report - March 3, 2025
City Manager Report - March 3, 2025.pdf
Letter to PJM.pdf

8. POLICE CHIEF REPORT

9. UNFINISHED BUSINESS

: **2025-258:** Public Hearing on the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia with Regard to Part 5 General Offenses Code, Article 522 Private Outdoor Designated Area (PODA)

: **2025-246:** Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia with Regard to Part 5 General Offenses Code, Article 522 Private Outdoor Designated Area (PODA)
PODA Edits from First Reading.pdf
Clean Copy Second Reading.pdf

: **2025-189:** City of Charles Town's Special Activity Permit Policy - Draft
2025 Special Activity Permit Rewrite.pdf

: **2025-252:** First Reading and Consideration of an Amendment to the Codified Ordinances

of the City of Charles Town, West Viriginia in Regard to an Outdoor Dining Ordinance
Outdoor Dining Clean Copy.pdf

: **2025-253:** "But For"/Community Grant Presentation
Community Funding.pdf

10. NEW BUSINESS

: **2025-203** Charles Town NOW Presentation

: **2025-248:** Article 111 Council and Finance Policy Discussion
Ord. 2022-002 - Article 111 Council.pdf
Bid Policy Section 1.09.pdf

: **2025-251:** Presentation of the Eastern Panhandle Transit Authority (EPTA) and Budget Request

: **2025-259:** Open Container Waiver for Depot Land
2025CTNHoppyHourRequest.pdf

: **2025-260:** FY26 Budget Discussion

: **2025-265:** Authorization for Public Notice of Public Hearing in Consideration of the FY2026 Levy Rate

11. REFERRALS TO COMMITTEES/COMMISSIONS

12. APPROVAL OF BILLS

: **2025-270:** Payment of Bills - March 3, 2025
PARKS N REC COUNCIL REPORT 2025-03-03.pdf
GEN FUND COUNCIL REPORT 2025-03-03.pdf
CAPITAL RESERVE COUNCIL REPORT 2025-03-03.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING, March 3, 2025, City Council Workshop at 5:30PM and City Council Meeting at 7:00PM

: **2025-254:** B&O Waiver Request
CTUB_Related_B&OWaiver Request_29Jan2025.pdf

: **2025-255:** Academy and S. Samuel Street Information
Kable Excavating.pdf
Gantts Excavating Contract.pdf

: **2025-256:** Mr. Tolbert Public Comment Handouts
Charter Cheat Sheet PP Febuary 18 2025 pptx.pdf
ARTICLE_169.___UTILITY_BOARD.pdf

: **2025-257:** Charles Town Police Department January Statistical Report
January 2025 CTPD Stats.pdf

: Charles Town Utility Board (CTUB) Meeting Minutes - February 12, 2025
2025.02.12 UB MINUTES.pdf

15. **NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at: https://www.charlestownwv.us/government/agendas-and-minutes/**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-243: City Council Meeting Minutes - February 18, 2025

ATTACHMENTS:

- CityCouncilMeetingMinutes_18Feb2025_Draft_rmt.pdf

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • February 18, 2025

Regular Meeting **Council Chambers** **7:00 PM**

101 East Washington Street, Charles Town, WV 25414

CALL TO ORDER

Attendee Name	Title	Status	Arrived
Bob Trainor	Mayor	Present	
James Kratovil	Councilmember	Present	
Elizabeth Ricketts	Councilmember	Present	
Jeff Hynes	Councilmember	Present	
Kevin Tester	Councilmember	Present	
Julie Philabaum	Councilmember	Present	
Priscilla Rodd	Councilmember	Present	
Micheal George	Councilmember	Present	
Andie Sugrue	Councilmember	Present	

Mr. John Nissel, City Manager; Ms. Stephanie Grove, City Attorney; Ms. Alissa Meeks, Community Development Director; Ms. Cindy Rezmer, Operations Director; Ms. Kristen Stolipher, Charles Town Utility Board (CTUB) Mr. James Newman, City Planner; Ms. Liz Cook, Business Development/Downtown Coordinator; and Chief Chris Kutcher, Charles Town Police Department (CTPD) were also in attendance.

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

2025-216: City Council Meeting Minutes - February 3, 2025

There being no corrections, additions, or changes, Mayor Trainor declared the February 3, 2025, minutes approved.

3. PUBLIC COMMENT

Two people signed up for public comment.

Ms. Ward, speaking on behalf of the Charles Town Library and Jefferson County Museum, requested that the Council consider awarding $25,000 in "But For" grant money to the library and museum for their planning and programming needs.

Mr. Tolbert suggested that the Route 51/MLK Improvement options shown on the City's website be updated to include the community input, especially those who are directly impacted. He also recommended that the City's Charter revision procedures be updated. Finally, Mr. Tolbert provided a copy of a West Virginia municipal utility ordinance for Council consideration.

4. WARD REPORTS

Ward #1

Mr. Kratovil had nothing to report.

Ms. Ricketts had nothing to report.

Ward #2

Mr. Hynes had nothing to report.

Mr. Tester had nothing to report.

Ward #3

Ms. Philabaum had nothing to report.

Ms. Rodd had nothing to report.

Ward #4

Mr. George had nothing to report.

Ms. Sugrue reported that the next "Walks About Nothing" will take place, Wednesday, February 19, 2025, at 6:00PM.

5. MAYOR'S REPORT

The Mayor had nothing to report.

6. COMMITTEE REPORTS

2025-207: Finance Committee Report

Mayor Trainor reviewed the Finance Committee Report with the Council.

2025-208: Personnel Committee Report

Mr. George reviewed the Personnel Committee Report with the Council.

7. CITY MANAGER REPORT

2025-220: City Manager Report - February 18, 2025

Mr. Nissel reviewed the City Manager Report with the Council.

He also informed the Council that the Jefferson County Commission will hold a public hearing, Thursday, February 20, 2025, concerning the proposed PJM Interconnection high power transmission lines crossing over Jefferson County. Council directed Mr. Nissel to have a draft letter opposing the proposal ready for signature at the March 3, 2025 Council meeting.

8. POLICE CHIEF REPORT

Chief Kutcher reviewed the Charles Town Police Department's (CTPD) January 2025 Statistical Report with the Council. He also reported the following:

That due to high winds on February 23, 2025, several electrical lines were down at the intersection of S. George and Samuel Streets, necessitating the CTPD to temporarily close the intersection and deploy their new electronic signs alerting drivers in the area. The power lines have been since repaired.

Interviews with police officer candidates will take place at the end of this week. CTPD's goal is to bring three new police officers onboard by the second week in March.

CTPD assisted a New Jersey prosecutor's office, whose investigation of a carjacking incident in New Jersey had led them to Charles Town.

9. UNFINISHED BUSINESS

2025-66: Public Hearing: TXA2024-05: Second Reading and Consideration of an Amendment to the Zoning Ordinance of the City of Charles Town, West Virginia with Regard to Article 1322 of the Zoning Ordinance; a text amendment to the Neighborhood Commercial Zoning District (Section 1322.09) and the Zoning Use Table (Section 1322.04)

Ms. Philabaum moved to open the public hearing. Mr. Tester seconded the motion, and there were no objections.

Staff announced that no one had signed up for the public hearing.

Mr. George moved to close the public hearing. Mr. Tester seconded the motion, and there were no objections.

2025-215: Second Reading and Consideration of an Amendment to the Zoning Ordinance of the City of Charles Town, West Virginia with Regard to Article 1322 of the Zoning Ordinance; a text amendment to the Neighborhood Commercial Zoning District (Section 1322.09) and the Zoning Use Table (Section 1322.04)

Mr. Hynes moved to approve the Second Reading and Consideration of an Amendment to the Zoning Ordinance of the City of Charles Town, West Virginia with Regard to Article 1322 of the Zoning Ordinance; a text amendment to the Neighborhood Commercial Zoning District (Section 1322.09) and the Zoning Use Table (Section 1322.04). Ms. Philabaum seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Julie Philabaum
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2025-187: BR2023-04: Huntfield Phase 2B2 - Bond Reduction (previously tabled on December 4, 2023)

Mr. Tester moved to remove this agenda item from the Table. Ms. Ricketts seconded the motion, and there were no objections.

Mr. Kratovil moved to approve the DR Acquisition LLC, performance and land disturbance bond reduction request for the Huntfield Subdivision - Phase 2B-2 from $873,056.54 to $268,592.89. Mr. Hynes seconded the motion, and is passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James Kratovil
SECONDER:	Jeff Hynes
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2025-188: BR2023-05: Huntfield Phase 3A- Bond Reduction (previously tabled on December 4, 2023)

Mr. George moved to remove this agenda item from the Table. Mr. Tester seconded the motion, and there were no objections.

Mr. Kratovil moved to approve the DR Acquisition LLC, performance and land disturbance bond reduction request for the Huntfield Subdivision - Phase 3A from $287,720.35 to $75,439.36. Mr. Hynes seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James Kratovil
SECONDER:	Jeff Hynes
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2025-189: City of Charles Town's Special Activity Permit Policy - Draft

Mr. George moved to remove this item from the Table. Mr. Tester seconded the motion, and there were no objections.

Ms. Philabaum moved to approve the draft Special Activities Permit Policy as amended by Council. Mr. George seconded the motion. After discussion, Mr. Hynes moved to Table this agenda item until the March 3, 2025, Council meeting. Ms. Ricketts seconded the motion, and it passed by unanimous vote.

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Elizabeth Ricketts
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2025-191: Article 522 - Private Outdoor Designated Area (PODA) Red-Lined Review

Ms. Grove reviewed the Council's edits of Article 522 from the February 3, 2025, Council meeting.

After discussion, Mr. Kratovil moved to approve the previously edited (red-lined) Article 522 as presented, verifying it as the version that was passed at the February 3, 2025, Council meeting. Mr. Hynes seconded the motion, and it passed by a 6-2 vote.

RESULT:	**APPROVED [6-2]**
MOVER:	James Kratovil
SECONDER:	Jeff Hynes
AYES:	Kratovil, Hynes, Tester, Philabaum, George, Sugrue
NAYS:	Ricketts, Rodd

2025-193: Mayor's Select Committee on Community Outreach Report

Ms. Ricketts moved to remove this agenda item from the Table. Mr. Tester seconded the motion, and there were no objections.

Ms. Rodd presented the Select Committee's final report per the Mayor's Select Committee on Community Development letter of May 2, 2024. The Committee recommended the following:

1. That Council create an Arts, Culture, and History committee/board to help oversee the planning of projects that relate to the arts, culture, and/or history.
2. That the City Manager continue with his efforts to formalize a volunteer program for Charles Town.
3. That Charles Town not implement and/or manage a community calendar.

After discussion, Mr. Kratovil moved to Table this agenda item. Mr. Hynes seconded the motion, and it passed by a 5-4 vote.

RESULT:	**TABLED [5-4]**
MOVER:	James Kratovil
SECONDER:	Jeff Hynes
AYES:	Kratovil, Hynes, Philabaum, George, Trainor
NAYS:	Ricketts, Tester, Rodd, Sugrue

2025-194: Charles Washington Hall Rental Agreement

Ms. Cook presented a revised rental agreement draft. After a lengthy discussion, Mr. Kratovil moved to approve the Charles Washington Hall Rental Agreement as amended (numerous formatting changes, correcting the security deposit amount on the Policy and Procedure page, and adding an authorization line for an approval signature). Mr. George seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James Kratovil
SECONDER:	Micheal George
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2025-213: Public Hearing for the Second Reading and Consideration of an Ordinance Vacating, Abandoning, and Annulling that Portion of Iron Bridge Road (AKA Old Bridge Road) and/or First Avenue Not Used for Street Purposes in the City of Charles Town, Jefferson County, West Virginia and Authorizing the City Manager and Mayor to Execute Such Quitclaim Deeds and Other Documents Needed to Implement this Abandonment

Mr. Hines moved to open the public hearing. Mr. Tester seconded the motion, and there were no objections.

Staff announced that no one had signed up for the public hearing.

Mr. George moved to close the public hearing. Mr. Hines seconded the motion, and there were no objections.

2025-201: Second Reading and Consideration of an Ordinance Vacating, Abandoning, and Annulling that Portion of Iron Bridge Road (AKA Old Bridge Road) and/or First Avenue Not Used for Street Purposes in the City of Charles Town, Jefferson County, West Virginia and Authorizing the City

Manager and Mayor to Execute Such Quitclaim Deeds and Other Documents Needed to Implement this Abandonment

Mr. Hynes moved to approve the Second Reading and Consideration of an Ordinance Vacating, Abandoning, and Annulling that Portion of Iron Bridge Road (AKA Old Bridge Road) and/or First Avenue Not Used for Street Purposes in the City of Charles Town, Jefferson County, West Virginia and Authorizing the City Manager and Mayor to Execute Such Quitclaim Deeds and Other Documents Needed to Implement this Abandonment. Mr. Tester seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Kevin Tester
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2024[5]-214: Public Hearing for the Second Reading and Consideration of an Ordinance Providing for the Acquisition of Real Property Being a Tract or Parcel of Land Containing 2.869 Acres, More or Less, Situate in the Charles Town Corporate District, Jefferson County, West Virginia and Authorizing the City Manager and Mayor to Execute Any Documents Needed to Implement this Acquisition

Mr. Hines moved to open the public hearing. Ms. Philabaum seconded the motion, and there were no objections.

Staff announced that no one had signed up for the public hearing.

Mr. George moved to close the public hearing. Mr. Hines seconded the motion, and there were no objections.

2025-202: Second Reading and Consideration of an Ordinance Providing for the Acquisition of Real Property Being a Tract or Parcel of Land Containing 2.869 Acres, More or Less, Situate in the Charles Town Corporate District, Jefferson County, West Virginia and Authorizing the City Manager and Mayor to Execute Any Documents Needed to Implement this Acquisition

Ms. Philabaum moved to approve the Second Reading and Consideration of an Ordinance Providing for the Acquisition of Real Property Being a Tract or Parcel of Land Containing 2.869 Acres, More or Less, Situate in the Charles Town Corporate District, Jefferson County, West Virginia and Authorizing the City Manager and Mayor to Execute Any Documents Needed to Implement this Acquisition. Mr. George seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Julie Philabaum
SECONDER:	Micheal George
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2025-205: Article 147 Discussion

Mr. George moved to remove this agenda item from the Table. Mr. Hynes seconded the motion, and there were no objections.

After lengthy discussion, Ms. Philabaum moved to table this agenda item until the July 7, 2025, Council meeting. Mr. Kratovil seconded the motion, and it passed by a 6-2 vote.

RESULT:	**TABLED [6-2]**
MOVER:	Julie Philabaum
SECONDER:	James Kratovil
AYES:	Kratovil, Ricketts, Philabaum, Rodd, George, Sugrue
NAYS:	Hynes, Tester

10. NEW BUSINESS

2025-123: Presentation - Michael Baker International on Zoning and Subdivision Overhaul

Mr. Troy Truax of Michel Baker International presented to the Council an overview of the Zoning Ordinance and Subdivision and Land Development Ordinance comprehensive update strategy.

2025-204: Zoning/SLDO Rewrite Advisory Committee Selection

Ms. Philabaum moved to nominate Mr. Hynes and Ms. Ricketts to serve on the Zoning and Subdivision and Land Development Ordinance Rewrite Advisory Committee. There were no other nominations.

Mr. Hynes was approved by unanimous vote, 9 to 0.

Ms. Ricketts was approved by unanimous vote, 9 to 0.

2025-106: First Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia in Regard to an Outdoor Dining Ordinance

Per Staff recommendation, Ms. Ricketts moved to Table this agenda item until the March 3, 2025, Council meeting, Mr. Hynes seconded the motion and it passed by unanimous vote.

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Elizabeth Ricketts
SECONDER:	Jeff Hynes
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2025-190: "But For" Disbursement Plan

Per Staff recommendation, Mr. George moved to Table this agenda item until the March 3, 2025, Council meeting. Mr. Tester seconded the motion, and it passed by unanimous vote.

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Micheal George
SECONDER:	Kevin Tester
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2025-192: Academy and S. Samuel Street Review

Mayor Trainor reviewed with Council the timeline and reasons for declaring the Academy and S. Samuel Street flooding issue as an emergency per Charles Town Article 111.02 and Charles Town Purchase and Bid Policy, section 1.09.

Ms. Philabaum requested that Article 111 and Charles Town Purchase and Bid Policy be included on the March 3, 2025, Council agenda.

2025-210: Personnel Matters - Possible Executive Session

Per Staff recommendation, Mr. Tester moved to enter into Executive Session. Mr. Hynes seconded the motion, and hearing no objections Mayor Trainor declared the Council in Executive Session.

Mayor Trainor declared the Council out of Executive Session.

No Council action was taken after the Executive Session.

2025-211: B&O Tax Waiver Request - CTUB

Mayor Trainor pointed out that the Contractor requesting the B&O waiver had not included B&O tax in their project bid.

Mr. Hynes moved to approve the B&O Tax Waiver request. Ms. Philabaum seconded the motion, and it failed by unanimous vote.

RESULT:	**FAILED [0-8]**
MOVER:	Jeff Hynes
SECONDER:	Julie Philabaum
AYES:	None
NAYS:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

2025-212: Budget Workshop Schedule

Mr. George moved to authorize and schedule a Council workshop for March 3, 2025, at 5:30PM and direct staff to schedule an ad valorem public hearing to coincide with the March 17, 2025, Council meeting. Mr. Hynes seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Micheal George
SECONDER:	Jeff Hynes
AYES:	Kratovil, Ricketts, Hynes, Tester, Philabaum, Rodd, George, Sugrue

11. REFERRALS TO COMMITTEES/COMMISSIONS

There were no referrals to committees or commissions.

12. APPROVAL OF BILLS

2025-219: Payment of Bills - February 18, 2025

Mr. Kratovil moved to approve the bills for payment. Hearing no objections, Mayor Trainor declared the bills approved for payment.

13. ADJOURNMENT

Mayor Trainor asked if there was any other business to come before the Council. Hearing none, he adjourned the meeting at 10:36PM.

14. INFORMATION ONLY - NEXT MEETING, Monday March 3, 2025, at 7:00PM

2025-195: Ms. Milliron Public Comment

2025-196: Mr. Tolbert's Public Comment Information

2025-197: Application For City of Charles Town Opioid Settlement Funds Handout

2025-198: Charles Town Tree Board Report - January 2025

2025-199: Infrastructure Committee Report - January 2025

2025-200: Charles Town Parks and Recreation Commission Report - January 2025

2025-218: Charles Town Utility Board (CTUB) Meeting Minutes - January 8, 2025, and February 5, 2025

15. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at: https://www.charlestownwv.us/government/agendas-and-minutes/

2025-244: Ordinance Committee Meeting - February 20, 2025

ATTACHMENTS:

2025-245: Parks and Recreation Commission Meeting - February 27, 2025

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-263: City Manager Report - March 3, 2025

ATTACHMENTS:

- City Manager Report - March 3, 2025.pdf
- Letter to PJM.pdf

City of Charles Town
101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

City Managers Report
March 3, 2025

- The Request for Proposal for the wayside signage has closed out and we received one response.
- We closed on the APUS property and have taken down the no trespassing and reserved parking signs. We are getting estimates on how much it will cost to aerate, overseed and apply some nutrient management to the area. We are also getting an estimate on bringing some power to the site for any planned activities in the future.
- The light pole on Washington Street has been replaced.
- We just received notification that the City was awarded $350,000 for the **"Thriving Communities Grant"** This grant funding is for the design and engineering of green infrastructure and recreational fields along the Evitts Run Creek in the west end of Charles Town.
- Potomac-Appalachian Transmission Highline (PATH) presentation. I along with Council Member Hynes attended the Commission presentation on the proposed transmission highline. I have asked the presenters to come before the City Council to present. We will be scheduling that in March. I was also directed to draft a letter in opposition of the project which is attached for your review.

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

March 3, 2025

MAYOR
Robert M. Trainor

CITY COUNCIL

James Kratovil

Elizabeth Ricketts

Jeff Hynes

Kevin Tester

Julie Philabaum

Priscilla Rodd

Micheal George

Andie Sugrue

CITY MANAGER

John Nissel

The PJM Board of Managers
Mark Takahashi, Chairman and
Manu Asthana, PJM President and CEO
PJM Interconnection L.L.C.
2750 Monroe Boulevard
Audubon, Pennsylvania 19408

RE: New Transmission Lines Across Jefferson County,West Virginia

Dear Board of Managers,

It has come to our attention that PJM Interconnection has planned and approved two (2) new high-voltage transmission lines proposed to be routed across Jefferson County, West Virginia. The 500kV project approved in 2024, and the 765kV project approved in 2025, will greatly expand the current transmission line corridor that has existed for decades.

Further, the existing corridor is bordered by hundreds of homes and crosses through the southern part of the county that has experienced substantial growth in recent years, including a new solar farm, vast residential subdivisions, and a large public high school. Homes along the path will experience property devaluation and the residents and students will be exposed to enormous doses of electric and magnetic radiation emitted from the transmission lines. These homes would also be subject to condemnation to make way for the expanded transmission easements needed for the new lines.

The new transmission lines simply pass through Jefferson County, which includes parts of the municipality of Charles Town, on its way to power Virginia's economic development, while alternatively creating and leaving a destructive path through our beautiful and historic West Virginia community. Jefferson County citizens will receive no benefit from the new transmission lines, which are for the sole purpose of importing electricity to new data centers in Northem Virginia. Consequently, it will diminish the City's critical economic development strides. As noted, the new transmission lines are not serving consumers in Charles Town or any of Jefferson County, albeit our citizens will naturally absorb a significant portion of the combined $3.5B upgrade costs, ultimately causing increased hardship for our residents with already rising electric bills.

Potentially the proposed route could take a more direct path to Loudoun County, instead of diverting through Jefferson County for the sole purpose of paralleling existing transmission lines. Thus, we are adamantly against the narrative that paralleling the existing transmission corridor through Jefferson County is less destructive than forging a new, direct route to the data centers. Attempting to parallel existing corridors that have been tightly surrounded by new development is extremely detrimental to our citizens and jeopardizes our own community's economic vitality.

We hereby state our strong opposition to the routing of expensive, new transmission lines through Charles Town and Jefferson County for the financial benefit of Virginia's economic development. Alternatively, Virginia could power its own economic development by building new electric generators near their data centers, instead of inflicting both financial and physical destruction on our West Virginia community through this proposed measure.

We hereby request that PJM Interconnection make a visit to Jefferson County to tour the existing transmission corridor and make a public presentation regarding these new transmission projects.

Sincerely,

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-258: Public Hearing on the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia with Regard to Part 5 General Offenses Code, Article 522 Private Outdoor Designated Area (PODA)

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-246: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia with Regard to Part 5 General Offenses Code, Article 522 Private Outdoor Designated Area (PODA)

The first reading was approved at the February 3, 2025, council meeting.

Proposed Motion:
Approve the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia with Regard to Part 5 General Offenses Code, Article 522 Private Outdoor Designated Area (PODA)

ATTACHMENTS:
- PODA Edits from First Reading.pdf
- Clean Copy Second Reading.pdf

Article 522
Private Outdoor Designated Areas

522.01 Purpose and Intent

Pursuant to the provisions of West Virginia Code§§ 8-12-26 and 60-7-8g, one or more private outdoor designated areas may be created within the City.

522.02 Definitions

(a) PODA Permit means the permit issued by the City to Class A or Class B Licensees allowing them to participate in the Private Outdoor Designated Area and to apply for an S4 license from the WVABCA.

(b) Private Outdoor Designated Area means public property that has become a legally demarcated area established by a municipal ordinance as set forth in W. Va. Code § 8-12-26 for the consumption of liquor, wine, nonintoxicating beer, and nonintoxicating craft beer.

522.03 Permit Required

(a) Any Class A or Class B license holder under W. Va. Code § 60-7-1 et seq. that operates within the boundaries of a private outdoor designated area may apply for a PODA Permit to participate in the Private Outdoor Designated Area. by submitting an application to the City Manager on such forms as he shall prescribe. The City Manager shall review the application to ensure it is complete and meets the following requirements:

(1) The applicant is located in an established private outdoor designated area, pursuant to this article, with a front door in compliance with all building and fire codes for the safe ingress and egress of members, patrons, and guests to and from the private outdoor designated area.

(2) The applicant has a valid city and state business license and is in good standing with the city.

(3) The applicant has a valid Class A private club license under W. Va. Code § 60-7-1 et seq.

(b) Once the PODA Permit is granted by the City Manager, , the license holder may apply to the West Virginia Alcohol Beverage Control Administration ("WVABCA") for a special Class S4 permit, as detailed in W. Va. Code § 60-7-8g, to participate in a private outdoor designated area, as further detailed in this article, in the West Virginia Code, and in any applicable rules of the WVABCA. Upon approval by the WVABCA, the Class S4 permit holder shall notify the city manager's office. Any business that receives the approval of the city manager and a Class S4 permit from the WVABCA may participate in a private outdoor designated area.

(c) Participation in a private outdoor designated area does not provide a business with any authority to operate outdoor dining on the public right-of-way. Any business interested in participating in outdoor dining shall follow the requirements of chapter XXXX of this Code. A business with an approved outdoor dining area that is within a private outdoor

designated area may operate its outdoor dining area simultaneously with its participation in a private outdoor designated area.

522.04 Containers

All beverages served from valid Class S4 permit holders for consumption in a private outdoor designated area shall be served in a non-glass container not greater than 16 fluid ounces, which has been approved by the city manager and the WVABCA.

522.05 Signage and prohibitions

(a) Prior to the operation of a private outdoor designated area, the city shall erect conspicuous signage. The signs shall be located at every reasonable point where a pedestrian may exit the private outdoor designated area by way of a public sidewalk. The signs shall clearly state "No alcohol beyond this point." and provide clear notice that a person is leaving the private outdoor designated area.

(b) A person may not leave a private outdoor designated area while possessing an open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer.

(c) Nothing in this Article shall be construed to permit a person to ~~may not~~ possess an open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer that contains liquid while being in, on, or operating a motor vehicle within a private outdoor designated area.

(d) Businesses in the private outdoor designated area may choose to allow or prohibit alcohol consumption in their business. Liquor, wine, nonintoxicating beer, or nonintoxicating craft beer may only be brought into structures or businesses that have indicated by a posted sign that they are participating in the private outdoor designated area, whether or not they hold a Class A license from the Commissioner.

(e) Special event sponsors that have been granted a special event permit to operate on a City Street that is included in the PODA area may choose to allow or prohibit alcohol consumption on that portion of the city street during the special event.

522.06 Public health, safety, and sanitation

(a) All private outdoor designated areas shall be operated in a manner consistent with all state and municipal laws. The Charles Town Police Department shall be responsible for ensuring compliance and may issue citations within the private outdoor designated areas as necessary. The Charles Town Police Department shall provide a copy of any citation issued within a private outdoor designated area to the WVABCA.

(b) In addition to any public restrooms in a private outdoor designated area, participating Class S4 permit holders shall make available adequate restroom facilities, whether permanent or portable, to serve their members and guests during all hours of operation of the private outdoor designated area.

(c) All businesses operating within a private outdoor designated area shall comply with all requirements of the Jefferson County Health Department.

(d) All S4 permit holders, when they are open for business and serving customers within a private outdoor designated area, shall make waste receptacles available during the operating hours of the private outdoor designated area in a number sufficient to contain

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the waste generated within the area and which are emptied regularly by each participating business as needed to ensure availability.

522.07 Revocation of City Manager Approval; and General Policy Authority

(a) The City Manager or Mayor may revoke the letter of approval of any Class S4 permit holder when doing so is in the interest of public safety by sending a revocation letter to both the permit holder and the WVABCA.

(b) The City Manager is authorized to create policies and procedures as necessary for the efficient operation of the private outdoor designated areas, including, but not limited to, signage language approval, container approval, identification of participating businesses and non-participating businesses, review of security plans proposed to the WVABCA, the interaction and interplay between a fair or festival and the private outdoor designated areas, and the duties and responsibilities of all participating businesses with respect to clean up and other sanitation matters.

522.08 Suspension of Private Outdoor Designated Area

(a) The City Manager or Mayor has the authority to suspend the operation of a private outdoor designated area immediately when in the interest of public safety by providing notice to all Class S4 permit holders within the private outdoor designated area, city council, any business association participating in the marketing or advertising of the private outdoor designated area, and the WVABCA.

522.09 Penalties

(a) An individual who violates any provision of this article relating to private outdoor designated areas is guilty of a misdemeanor and, upon conviction, shall be fined not more than $100.00.

(b) Any person who owns or operates a business that is a PODA permittee or is employed by such a business and who violates any provision of this article is guilty of a misdemeanor and, upon conviction, shall be fined not less than $5.00 and not more than $1,000.00. Any owner, operator, or employee who violates a provision of this article and is convicted of a third such offense, upon conviction, may be confined for up to 30 days. These penalties for owners, operators, and employees of private outdoor designated areas are in addition to any penalty from the WVABCA.

522.10 Creation and Boundaries

(a) City Council for the City of Charles Town hereby establishes a private outdoor designated area known as "City Center PODA," which shall have the boundary as stated in subsection (b) of this section and which shall meet all of the requirements of this article and applicable West Virginia Code.

(b) The City Center PODA shall begin at the southeastern corner of the intersection of S West Street and W Washington Street, then continue along West Street in a northerly direction to W Liberty Street, then continue in an easterly direction along Liberty Street, ~~including the structures on the northern side of Liberty Street to N George Street,~~ then continue in a northernly direction along George Street to Valley Place then continue in an easterly

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direction to~~direction along~~ Samuel Street to Congress Street, then continue in a Southernly direction to Valley Place, then easternly to North Samuel Street then southernly to Bell Place and continue easternly to North Mildred Street, southernly to Washington Street and ~~westernly~~westerly S George Street.

(c) The attached map of the City Center PODA is incorporated by reference herein and made a part of this article.

(d) The area within the City Center PODA is in a zoning area that allows for the sale and consumption of liquor, wine, nonintoxicating beer and nonintoxicating craft beer, and is in compliance with the City's zoning ordinance.

522.11 Days and Hours of Operation

The City Center PODA may operate year-round on any Saturday and Sunday from 10:00 a.m. until 10:00 p.m., and Monday through Friday from 5:00 p.m. until 10:00 p.m.. Drinks may not be sold in PODA cups or consumed within the City Center PODA outside of the hours of operation.

522.12 Personnel Needed

The PODA district is regularly patrolled by the Charles Town City Police Department, and the City Council anticipates that these city employees will be working their regular shifts and generally assigned in this area of the city.

522.13 Appeals Process

a) Any S4 permit holder may appeal to the City Council the suspension the entire PODA district or the permit holder's individual suspension.
b) Any denial of a PODA permit application may be appealed to the City Council.
c) Any appeal must be filed in writing with the City Clerk within 15 calendar days of the adverse action.
d) Suspensions lasting less than 7 calendar days are not subject to appeal.
e) The City Manager shall place consideration of the appeal on the City Council's agenda within 30 days after receipt of an appeal.
f) All decisions of the City Council will be final and not subject to further appeal.

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Article 522
Private Outdoor Designated Areas

522.01 Purpose and Intent

Pursuant to the provisions of West Virginia Code§§ 8-12-26 and 60-7-8g, one or more private outdoor designated areas may be created within the City.

522.02 Definitions

(a) PODA Permit means the permit issued by the City to Class A or Class B Licensees allowing them to participate in the Private Outdoor Designated Area and to apply for an S4 license from the WVABCA.

(b) Private Outdoor Designated Area means public property that has become a legally demarcated area established by a municipal ordinance as set forth in W. Va. Code § 8-12-26 for the consumption of liquor, wine, nonintoxicating beer, and nonintoxicating craft beer.

522.03 Permit Required

(a) Any Class A or Class B license holder under W. Va. Code § 60-7-1 et seq. that operates within the boundaries of a private outdoor designated area may apply for a PODA Permit to participate in the Private Outdoor Designated Area by submitting an application to the City Manager on such forms as he shall prescribe. The City Manager shall review the application to ensure it is complete and meets the following requirements:

(1) The applicant is located in an established private outdoor designated area, pursuant to this article, with a front door in compliance with all building and fire codes for the safe ingress and egress of members, patrons, and guests to and from the private outdoor designated area.

(2) The applicant has a valid city and state business license and is in good standing with the city.

(3) The applicant has a valid Class A private club license under W. Va. Code § 60-7-1 et seq.

(b) Once the PODA Permit is granted by the City Manager, , the license holder may apply to the West Virginia Alcohol Beverage Control Administration ("WVABCA") for a special Class S4 permit, as detailed in W. Va. Code § 60-7-8g, to participate in a private outdoor designated area, as further detailed in this article, in the West Virginia Code, and in any applicable rules of the WVABCA. Upon approval by the WVABCA, the Class S4 permit holder shall notify the city manager's office. Any business that receives the approval of the city manager and a Class S4 permit from the WVABCA may participate in a private outdoor designated area.

(c) Participation in a private outdoor designated area does not provide a business with any authority to operate outdoor dining on the public right-of-way. Any business interested in participating in outdoor dining shall follow the requirements the requirements of Article 907 and 909 of this Code. A business with an approved outdoor dining area that is within

a private outdoor designated area may operate its outdoor dining area simultaneously with its participation in a private outdoor designated area.

522.04 Containers

All beverages served from valid Class S4 permit holders for consumption in a private outdoor designated area shall be served in a non-glass container not greater than 16 fluid ounces, which has been approved by the city manager and the WVABCA.

522.05 Signage and prohibitions

(a) Prior to the operation of a private outdoor designated area, the city shall erect conspicuous signage. The signs shall be located at every reasonable point where a pedestrian may exit the private outdoor designated area by way of a public sidewalk. The signs shall clearly state "No alcohol beyond this point." and provide clear notice that a person is leaving the private outdoor designated area.

(b) A person may not leave a private outdoor designated area while possessing an open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer.

(c) Nothing in this Article shall be construed to permit a person topossess an open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer that contains liquid while being in, on, or operating a motor vehicle within a private outdoor designated area.

(d) Businesses in the private outdoor designated area may choose to allow or prohibit alcohol consumption in their business. Liquor, wine, nonintoxicating beer, or nonintoxicating craft beer may only be brought into structures or businesses that have indicated by a posted sign that they are participating in the private outdoor designated area, whether or not they hold a Class A license from the Commissioner.

(e) Special event sponsors that have been granted a special event permit to operate on a City Street that is included in the PODA area may choose to allow or prohibit alcohol consumption on that portion of the city street during the special event.

522.06 Public health, safety, and sanitation

(a) All private outdoor designated areas shall be operated in a manner consistent with all state and municipal laws. The Charles Town Police Department shall be responsible for ensuring compliance and may issue citations within the private outdoor designated areas as necessary. The Charles Town Police Department shall provide a copy of any citation issued within a private outdoor designated area to the WVABCA.

(b) In addition to any public restrooms in a private outdoor designated area, participating Class S4 permit holders shall make available adequate restroom facilities, whether permanent or portable, to serve their members and guests during all hours of operation of the private outdoor designated area.

(c) All businesses operating within a private outdoor designated area shall comply with all requirements of the Jefferson County Health Department.

(d) All S4 permit holders, when they are open for business and serving customers within a private outdoor designated area, shall make waste receptacles available during the operating hours of the private outdoor designated area in a number sufficient to contain

the waste generated within the area and which are emptied regularly by each participating business as needed to ensure availability.

522.07 Revocation of City Manager Approval; and General Policy Authority

(a) The City Manager or Mayor may revoke the letter of approval of any Class S4 permit holder when doing so is in the interest of public safety by sending a revocation letter to both the permit holder and the WVABCA.

(b) The City Manager is authorized to create policies and procedures as necessary for the efficient operation of the private outdoor designated areas, including, but not limited to, signage language approval, container approval, identification of participating businesses and non-participating businesses, review of security plans proposed to the WVABCA, the interaction and interplay between a fair or festival and the private outdoor designated areas, and the duties and responsibilities of all participating businesses with respect to clean up and other sanitation matters.

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(a) The City Manager or Mayor has the authority to suspend the operation of a private outdoor designated area immediately when in the interest of public safety by providing notice to all Class S4 permit holders within the private outdoor designated area, city council, any business association participating in the marketing or advertising of the private outdoor designated area, and the WVABCA.

522.09 Penalties

(a) An individual who violates any provision of this article relating to private outdoor designated areas is guilty of a misdemeanor and, upon conviction, shall be fined not more than $100.00.

(b) Any person who owns or operates a business that is a PODA permittee or is employed by such a business and who violates any provision of this article is guilty of a misdemeanor and, upon conviction, shall be fined not less than $5.00 and not more than $1,000.00. Any owner, operator, or employee who violates a provision of this article and is convicted of a third such offense, upon conviction, may be confined for up to 30 days. These penalties for owners, operators, and employees of private outdoor designated areas are in addition to any penalty from the WVABCA.

522.10 Creation and Boundaries

(a) City Council for the City of Charles Town hereby establishes a private outdoor designated area known as "City Center PODA," which shall have the boundary as stated in subsection (b) of this section and which shall meet all of the requirements of this article and applicable West Virginia Code.

(b) The City Center PODA shall begin at the southwestern corner of the intersection of S West Street and W Washington Street, then continue along West Street in a northerly direction to W Liberty Street, then continue in an easterly direction along Liberty Street, then continue in a northerly direction along N. Lawrence Street, then continue in an easterly direction to N George Street, then continue north to a point perpendicular with the intersection of N. Samuel Street and Bell Place, then east along that perpendicular line to the intersection of Bell Place and N. Mildred St, then south to the intersection of N.

Mildred and E. Washington Street, continue westerly to the southwestern corner of the intersection of S West Street and W Washington St.

(c) The attached map of the City Center PODA is incorporated by reference herein and made a part of this article.

(d) The area within the City Center PODA is in a zoning area that allows for the sale and consumption of liquor, wine, nonintoxicating beer and nonintoxicating craft beer, and is in compliance with the City's zoning ordinance.

522.11 Days and Hours of Operation

The City Center PODA may operate year-round on any Saturday and Sunday from 10:00 a.m. until 10:00 p.m., and Monday through Friday from 5:00 p.m. until 10:00 p.m.. Drinks may not be sold in PODA cups or consumed within the City Center PODA outside of the hours of operation.

522.12 Personnel Needed

The PODA district is regularly patrolled by the Charles Town City Police Department, and the City Council anticipates that these city employees will be working their regular shifts and generally assigned in this area of the city.

522.13 Appeals Process

a) Any S4 permit holder may appeal to the City Council the suspension the entire PODA district or the permit holder's individual suspension.
b) Any denial of a PODA permit application may be appealed to the City Council.
c) Any appeal must be filed in writing with the City Clerk within 15 calendar days of the adverse action.
d) Suspensions lasting less than 7 calendar days are not subject to appeal.
e) The City Manager shall place consideration of the appeal on the City Council's agenda within 30 days after receipt of an appeal.
f) The City Council shall issue a decision within 30 days after consideration of appeal.
g) All decisions of the City Council will be final and not subject to further appeal.

2025-189: City of Charles Town's Special Activity Permit Policy - Draft

This agenda item was Tabled at the February 18, 2025, meeting.

Proposed Motion:
Approve the City of Charles Town's Special Activity Permit Policy

ATTACHMENTS:
- 2025 Special Activity Permit Rewrite.pdf

CITY OF CHARLES TOWN
Special Activity Permit/ Policy

PURPOSE

It is the purpose of this policy to provide for the issuance of special activity permits; to regulate Activities on public streets and public property of the City or activities that impact the interest of public health, safety and welfare; and to provide for standardized fees, charges and procedures required to administer the permit process.

POLICY

It is the policy of the City of Charles Town, as implemented through related adopted policies and procedures, to recognize the substantial community benefits that result from special activities. These activities provide cultural enrichment, promote economic vitality, enhance community identity and pride, and provide opportunities for fundraising for the community's nonprofit organizations. To promote these objectives, at times it is appropriate within designated funds for the City to bear all, some, or no portion of the associated costs. Cost sharing must be done in a fair and reasonable manner. When setting fees and conditions for activities, the City will be sensitive to their impacts on the activity's costs while balancing the City's obligation to protect public health, safety and established laws. It is the City's goal to have successful special activities that enrich and enliven the community.

DEFINITIONS

Applicant – The authorized agent of the sponsor who completes the application and acts as primary contact for the special activity.

Annual Activity – An activity recurring each year at approximately the same date and which has previously complied with the permit requirements.

Boot Drive – is a fundraising technique in which members of an organization directly solicit donations from motorists on a public street or at an intersection.

City Funded Activity – An activity for which the City engages full financial responsibility.

City Co-Funded Activity – An activity for which the City provides a portion of financial support as determined by City Council.

City Supported Activity- A recurring activity that meets certain criteria as it relates to the 2040 Comprehensive Plan and the City's Economic Development Goals.

Closed Route – A route along or across a public right-of-way on which nonemergency vehicle traffic is not permitted to proceed for the entire duration of a special activity.

Event Participants – A person in attendance at an activity, including spectators, vendors, activity staff, City staff, and all others present for the purpose of the activity.

Processional activity – Any activity that is non-stationary and continues in a processional manner through city (examples: parades, marches, races, etc.) and requires closure of multiple streets.

Rolling Closure Route – A street, sidewalk, trail, walkway, or other right-of-way closure to accommodate an activity, whereas the activity passes, the right-of-way is reopened for use by the general public.

Special Activity – Any activity requiring city resources or an exception to city ordinances such as a parade, entertainment or sporting activity, major highway construction or maintenance activity, street closure, public demonstration, amusement, cultural recognition, festival, street fair or other situations in which there is need for control of traffic, crowds or crimes and which is usually scheduled in advance, allowing for planning or required police services prior to the activity.

Special Activity Permit Advisory Committee - The committee designated to assist the City Manager with information relating to the circumstances surrounding a permit.

A: PROCEDURE

1. Specific activities requiring a Special Activity Permit include but are not limited to: foot races, bike races, parades/marches, festivals, concert series, celebrations, tours, car shows, street dances, pageants, sidewalk sales, and/or any activity that is advertised and open to the general public to attend.

2. City-sponsored activities are defined as activities/programs that are solely coordinated by City staff with City funds, and any revenues generated from the activities/program are returned to the City of Charles Town general revenue fund. Specific City-sponsored activities include but are not limited to:

    - Charles Town/Ranson Christmas Parade
    - Charles Town Christmas City Lighting
    - WV Fest
    - Charles Town Car Show

3. City Supported Activities are recurring activities that meet certain criteria as it relates to the 2040 Comprehensive Plan and the city's Economic Development Goals.

City Supported Activities:
Blooms and Blossoms – Charles Town Now
African American Heritage Parade – National Association for the Advancement of Colored People
Charles Town Farmers Market – Growers Artisans & Producers

The city manager has the discretion to declare certain activities as designated City Supported Activities. These activities shall be recurring, hosted by an existing organization with a proven track record of successful activities, and meet the goals of the 2040 Comprehensive Plan.

B: SPECIAL ACTIVITY PERMIT SUBMISSION AND APPROVAL

1. Applicant(s) requesting a Special Activity Permit are required to submit a completed Special Activity Permit Application, along with a twenty-five dollar (**$25.00)** non-refundable application fee payable to the City of Charles Town. This application fee is a processing fee, not a permit fee. Please see other fees outlined below. Processional activity and state road closures require application submittal sixty (60) days prior to the activity. All other activities can be submitted thirty (30) days prior to activity.

2. All Applications will be mailed or dropped off to City Hall at 101 East Washington Street, Charles Town, WV 25414.

3. Applications will NOT be reviewed without receipt of application fee ($25).
4. If applicant(s) are not in good standing with the City regarding outstanding fees, taxes or other obligations, including but not limited to parking tickets, citations, personal or real property taxes, B&O taxes, then the City reserves the right to deny the Special Activity Permit Application. Any business requesting a special activity permit must have a current Charles Town Business License

5. Applicants will be required to submit a Certificate of Insurance upon activity approval. The Certificate of Liability Insurance must show the City of Charles Town as an additional Insured for the activity.

6. Applicants will be required to submit a Hold Harmless Agreement which must be signed by the activity organizer and submitted prior to the activity.

7. The application shall provide relevant activity information specified in the permit application, included but not limited to: alternatives for location, route, date and time.

8. As a condition of the Special Activity Application all applicant(s) are responsible for providing a specific and accurate representation of their activity so that the City may identify the required level of services including but not limited to: Police, Maintenance and Parks and Recreation services.

Once submitted, the special activity permit application will be reviewed by the City Manager. Applicant will receive approval or denial via email.

C: TYPES OF ACTIVITIES.

1. Processional Activities: Processional activities are activities that traverse several City streets or areas and require multiple street closures over a period of time which involve the presence of the Charles Town Police Department. Examples include parades, marches, runs, demonstrations, or races. Annual processional activities that are pre-approved include the Charles Town Christmas Parade and the NAACP African American Culture and Heritage Parade. Processional Activities will be subjected to the approval process below.

    - An application for the processional activity will be submitted to City Hall and assessed for completeness. The City Manager will review and make a determination on the activity. If a determination cannot be made, the Special Activity Permit will be referred to City Council for review. City Council will then decide the status of the activity.

2. City Road Closure: Activities involving city road closures are permitted. These activities must be held on a City Street, such as, South Samuel, North or South Charles, or South Lawrence Streets. These activities do not require the presence of Charles Town Police Department.

3. State Road Closure: Activities involving the closure of George or Washington Street may be permitted. These closures require the presence of Charles Town Police Department.

4. Park Activities: Activities involving the use of a park are permitted.

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D: APPROVAL

1. Special Activity Permits are approved by the City Manager. All special activity permits that involve street closures must also be approved by the Charles Town Chief of Police. The City Manager will consult with the Chief of Police and the Special Activity Permit Advisory Committee prior to approving or denying a special activity permit application. The City Manager will acquire signatures from each member of the SAP Advisory Committee. The SAP Advisory Committee consists of the Maintenance Director, City Attorney, Director of Community Development, and Business Development Coordinator.
2. Any changes to the approved plans, including but not limited to the activity: dates, times, and location/route must be approved by the City Manager. Changes must be submitted and attached in writing to the original application.
3. The City Manager may include in the special activity permit, or in a recommendation to the City Council, other provisions, reasonable terms or conditions as to the time, place and manner of the activity; compliance with ABC Administration, health and sanitary regulations, fire, emergency services, and security. Additional permits may be required to meet the conditions established by the special activity permit, and/or with other Federal, State, City codes.

4. Once the city manager has conferred with the Chief of Police and the SAP Advisory Committee, he will send an approval notice via email to the applicant with any terms and conditions attached. The City Manager has ten days to respond.

ADDITIONAL PERMITS

Upon issuance of a City Special Activity Permit, it is the applicant's responsibility to obtain any further necessary licenses or permits, such as vendors' licenses, or permits from the WVABCA, Jefferson County Health Department, or other City or state department/agency. For the following permits please contact for information:

Department:	Address:	Phone Number:	Type of Permit:
ABC Administration	900 Pennsylvania Avenue, 4th Floor Charleston, WV 25302	(304) 356-5500	Alcohol License
WV State Fire Marshal	1207 Quarrier Street, 2nd Floor Charleston, WV 25301	(304) 558-2191	Fire works
Jefferson County Health Department	1948 Wiltshire Road, Suite 1 Kearneysville, WV 25430	(304) 728-8416	Food Permit
Independent Fire Company	200 West 2nd Avenue Ranson, WV 25438	(304) 725-2514	Burn Permit

E: CANCELLATION OF ACTIVITY/ AMENDMENTS

1. If the permitted activity is cancelled by the organizer and is rescheduled, a new application will need to be submitted thirty (30) calendar days prior to the new activity date. Organizer must notify, in writing, the City Manager of any cancellation.

2. If a permitted application needs to be amended due to expanding the scope of the activity, additional use of City services, or other reasons, a written request will need to be provided.

3. If the special activity is to be held on public property, the City may revoke the special activity permit at any time if they determine that the conduct of the special activity could cause damage to the public property due to inclement weather and/or if any conditions of the permit has not been met or is being violated. A decision to revoke a permit is final.

F: FEES

Applicant(s) and/or sponsor(s), of any activities requiring the use of public services and/or defined as a special activity, held in the City of Charles Town may be required to pay accordingly for services as deemed necessary by the City, such as Police Department, Maintenance Department and any other City services requiring additional fees noted below.

1. The non-refundable $25 application fee shall be submitted with the application. Any additional fees required shall be paid upon notification by the City Manager that additional fees are due. The additional fees shall be paid thirty (30) calendar days prior to the activity.

2. Street Closure Fees and Park Usage Fees
    - Street Closure Fee: $100 (not applicable to City sponsored, City supported activity)

3. Fees above can be increased or decreased to reflect the approved fee compendium by City Council. Additional fees may include actual expenses for required services provided by affected departments.

4. City Staff expenses include:

    - Overtime or part-time hours directly related to the activity.
    - FICA (Federal Insurance Contributions Act)/Social Security.
    - Equipment and supplies rented for the activity to include; barricades, trash disposal fees; and contracted services directly related to activity, security, road closures, and cleaning services, etc.
    - Fees associated with permits are in addition to the above fee schedule and are the sole responsibility of the applicant/sponsor.

G: CONDITIONS OF APPROVAL

In deciding whether to Approve, Approve with Conditions, or Deny a permit, the city manager shall determine:

1. The activity, as proposed, can be shown to function safely and does not present an unreasonable risk to public safety.

2. The diversion of police and fire resources to support the activity will not deny reasonable police and fire protection to the City.

3. The special activity will not cause irreconcilable interference with previously approved and/or scheduled construction, maintenance or other activities including any sidewalks, street and parking spaces.

4. All costs for City services associated with the activity shall be paid by the applicant or if approved by City Council, the portion agreed upon will be covered by the City.

5. Activities in areas of the City will be scheduled to not overly burden any one neighborhood on a consistent basis.

6. The activity does not impose an unreasonable disturbance to adjacent property owners including, but not limited to: noise, light and traffic.

7. The activity as proposed shall not severely impact the quality of life within the area it is being held.

H: APPEAL PROCESS

1. The City Manager reserves the right to deny a special activity permit. If a special activity permit is denied, the applicant may ask the Charles Town City Council to review the application.

2. To begin the appeal process, the applicant will need to submit, in writing, a request for the special activity permit application to be placed on the City Council Agenda.

3. The Charles Town City Council will decide on the special activity permit application and the decision will be final.

I: REFUNDS

1. Fees/cost are refundable (excluding the twenty-five dollar $25.00 special activity permit application fee), if the special activity is canceled after the permit is issued, and written notice is received by the City Manager ten (10) days prior to the date of the activity.

2. The City of Charles Town reserves the right to alter or cancel an activity at any time due to unforeseen circumstances. If the activity is altered or canceled by the City of Charles Town due to unforeseen circumstances, activity fees/costs are refundable and the fees will be prorated in order to pay for services rendered prior to notification of the cancellation.

3. The City Manager may authorize the refund of any fees if an applicant is unable to hold or conduct a special activity due to inclement weather or some other cause not within the applicant's control. The applicant must submit a written request to the City Manager for a refund of fees within ten (10) days after the scheduled activity date.

J: LATE APPLICATIONS

1. Any application received after the established 60/30-day deadline is a late application. The City Manager shall not accept late applications unless:

    - The proposed special activity is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application.
    - The imposition of the time limitations would place an unreasonable restriction on the free speech rights of the applicant.
    - The City Manager agrees that little disruption to City residents, businesses, and services would exist if the activity were approved.

2. If the city manager finds the above conditions to exist, then the city manager may accept the application and process, unless it does not meet the criteria set forth in the application permit process section, or there is insufficient time for the City to make the necessary preparations for permit filing, staff availability or other public safety matters prior to the proposed date of the special activity.
3. Late applications cannot be appealed.

K: IDEMNIFICATION

1. The applicant shall indemnify and hold harmless the City of Charles Town, its officers, agents, employees and volunteers from any and all claims, causes of action, penalties, losses, expenses (including reasonable attorneys' fees) and any other liability for injuries or damages to persons or property resulting from the special activity which occurred by the omissions or authorized acts of the applicant.

2. If the City incurs any costs as a result of the applicant's failure to comply with any provisions, or if the City property is destroyed or damaged by reason of a special activity, the applicant shall reimburse the City for costs incurred, including the actual repair or replacement cost of the such property. The City may retain any deposit or portion thereof as full or partial reimbursement for any such damage.

L: INSURANCE REQUIREMENTS

1. General liability insurance coverage, in the amount of $1 million, may be required before an activity and maintained throughout the duration of the activity, including set-up and dismantle periods. Throughout the application process the City of Charles Town will determine if this general liability insurance is required.

2. The City reserves the right to recommend a higher amount of required insurance depending on the proposed activity. The Certificate of Insurance is required to ensure that the City of Charles Town is not held responsible for any incidents of lawsuits that are indirectly or directly related to the Special Activity.

3. No applicant shall be required to comply with the insurance requirement of this section if the activity proposed for the special activity is protected by the First Amendment to the United States Constitution and the applicant produces evidence that complying with the insurance provision is impossible or so financially burdensome that it would preclude the proposed special activity from occurring.

4. If insurance is required pursuant to this section and an applicant is unable to obtain insurance, the City Manager may obtain such insurance on behalf of the permit applicant and charge the permit applicant for the cost.

M: POST ACTIVITY EVAULATION

If a post activity evaluation is required it shall be conducted by the City Manager. The evaluation may include information from affected residents/businesses, complaints received by the City, and a meeting with the applicant/sponsor. The post evaluation includes, but is not limited to:

- If applicable, review of feedback surveys distributed at the activity.
- Review of any complaints from members of the community/activity participants.
- Determination if anything was damaged or stolen at the activity site.
- Reconciliation of activity expenses ensuring that the City has received payment/reimbursement for services provided. In the case of City activities, ensuring that vendors have received payment.

EFFECTIVE:

_____
John Nissel, City Manager

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-252: First Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia in Regard to an Outdoor Dining Ordinance

This agenda item was Tabled at the February 18, 2025, meeting.

Proposed Motion:
Approve the First Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia in Regard to an Outdoor Dining Ordinance

ATTACHMENTS:
- Outdoor Dining Clean Copy.pdf

Article 907

OUTDOOR DINING

907.01 Purpose and Intent

The City of Charles Town City Manageris hereby authorized to promulgate reasonable rules and regulations regarding the administration of the requirements of this article, to review all outdoor dining area permit applications and to either grant or deny such permits under this article. Copies of such regulations, as amended from time to time, shall be maintained by the City Manager, posted on the city's website and filed in the City Clerk's office, and shall be available to interested parties at all reasonable times.

907.02 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

(a) The operation of an outdoor dining area pursuant to a permit granted under this article shall comply with the Americans with Disabilities Act, all provisions of state and local building and fire codes, as well as all state and local health laws and regulations regarding the service and preparation of food. The operations of an outdoor dining area shall also be conducted in accordance with the code provisions and regulations of the West Virginia Alcoholic Beverage Control Administration (WVABCA). Nothing in this article shall be intended to alter or abridge any applicable federal, state, and local laws or the operator's responsibility to comply with all code provisions and regulations of the WVABCA.

(b) Nothing in this article shall be intended to alter or abridge the prohibition of service of alcoholic beverages or possession thereof on public property in the city, except that any permitted outdoor dining area operator and patrons of permitted operator's outdoor dining area shall be deemed to be exempt from this prohibition during the hours of operation of the outdoor dining area and only within the confines of said area.

907.03 DEFINITIONS.

For the purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) *Alcoholic beverages* means alcoholic liquors as defined by W. Va. Code section 60-1-5(2); nonintoxicating beer as defined by W. Va. Code section 60-1-5(13); wine as defined by W. Va. Code section 60-1-5(22); and any other alcohol the sale and distribution of which is controlled or regulated by WVABCA.

(b) *Commissioner* means the Commissioner of the West Virginia Alcohol Beverage Control Administration.

(c) *Operator* shall mean person, organization, proprietorship, corporation, or other similar entity lawfully operating a business located in the city, that possesses a valid

State of West Virginia food vendor's permit and has been issued an outdoor dining area permit.

(d) *Outdoor Dining* means an area outside of the public right-of-way made available for private use by a restaurant, café, bar or other establishment to serve food and/or beverages to entrants, which may include service of alcoholic beverages by licensees authorized to do so by the Commissioner, and which is (1) Outside and not served by an HVAC system for air handling services and use outside air; (2) Open to the air; and (3) Not enclosed by fixed or temporary walls; however, the commissioner may seasonally approve exceptions for a partial enclosure with up to three temporary or fixed walls for areas serving alcoholic beverages, by the Commissioner.

907.04 OUTDOOR DINING PERMIT

(a) Purpose and applicability. The provisions in this section shall apply to outdoor dining that occurs on private property incidental to an otherwise permitted use, and where allowed in compliance with applicable zoning code regulations. Whenever outdoor dining includes areas in both public and private property, the provisions of this section and of the applicable section related to public property apply.

(b) Permit authorized; outdoor dining permitted. Outdoor Dining is permitted when in compliance with all applicable provisions of the Zoning Code and any other applicable provision(s) of the City Code. When any applicant seeks an Outdoor Dining permit to obtain approval for Outdoor Dining from WVABCA or another entity (an "Outdoor Dining Permit"), the City will review applications and may issue permits under this section. Each Outdoor Dining. Permit issued will be valid from January 1, or the date the application is approved, through December 31, or for the specific date(s) stated on the permit.

(c) Standards. All permits issued pursuant to the terms of this section shall conform to all of the following requirements. No permit shall be issued that does not comply with these standards.

(1) The outdoor dining area shall not extend beyond the boundaries of the subject property, and shall not be located or utilized in a manner which causes an obstruction of a public walkway or interferes with the flow of pedestrian or other traffic.

(2) The proposed outdoor dining activity shall not interfere with the use of any public walkway by neighboring property owners and tenants.

(3) The proposed outdoor dining activity shall not unlawfully alter the associated indoor dining use of the subject property.

(4) The subject property shall have previously received all necessary zoning-related approvals and shall be in compliance with those approvals.

(5) A permit shall be issued only to the owner and operator of the eating establishment or restaurant that will provide the outdoor dining - private area

(6) A permit shall not be transferable to any entity or person, and is valid only as to the original applicant, unless the City Manager gives prior written approval for the transfer and the transferee accepts all terms and conditions of the permit in writing.

(7) The outdoor dining area shall be kept in a good state of repair and maintained in a clean, safe, and sanitary condition.

(8) The outdoor dining area shall be located in a manner that will not interfere with visibility, vehicular or pedestrian mobility, or access to City or public utility facilities. The determination of whether an incidental outdoor dining area or any part thereof interferes shall be made by the City Manager at the time of application based on the characteristics of each proposed site.

(9) The City may place additional conditions upon the issuance of the permit to ensure the protection of the public walkway, the rights of all adjoining property owners, and the health, safety, and welfare of the public.

(10) The hours of operation for outdoor dining on private property shall be limited to the hours of operation for the associated indoor dining, unless otherwise authorized.

(11) Permits and outdoor dining on private property areas shall conform with all other applicable City and other governmental requirements including, without limitation, zoning and design review, except as otherwise provided herein.

907.05 DENIAL OR REVOCATION OF PERMIT.

Any permit approved under this Ordinance is a privilege granted to the operator that may be revoked by the city upon finding by the City Manager that the operator has violated any federal, state or city law applicable to the outdoor dining area or the operation thereof, including but not limited to, compliance with all code provisions and regulations of the WVABCA, that the continued operation of the outdoor dining area poses a threat to the health, safety or welfare of the public, or that the outdoor dining area constitutes a public nuisance.

907.06 PENALTY.

Any Operator who violates any provision of this article shall, upon conviction, be fined up to $500.00 per day. Each day any violation of this article shall continue shall constitute a separate offense.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-253: "But For"/Community Grant Presentation

This agenda item was Tabled at the February 18, 2025, meeting.

ATTACHMENTS:

- Community Funding.pdf

COMMUNITY PROMOTION FUNDING POLICY

Purpose:

The purpose of this Policy is to establish a process for distribution of the City of Charles Town Community Promotion funds, previously referred to as "but for" funds. This policy is designed to assist with proper fiscal planning and the promulgation of clear guidelines for prospective recipients of City funds.

Scope and Effective Date:

This Policy shall cover all Community Promotion funding beginning with FY 2026 and annually thereafter. Organizations or Departments that receive funding through a dedicated regular line item in the budget are not eligible for Community Promotion Grants. The City will divide Community Promotion fundings into two separate grant categories: Community Partnership Grants and Community Grants.

General:

The City, in its sole discretion, may provide funding or grants to nonprofit, charitable or civic organizations in order to supplement existing funds that either create or enhance services that positively impact the greatest number of City residents. It is the intent of these guidelines to provide that any funds appropriated shall be used to promote the general welfare of the residents of the City with priority given to the Community Partnership category of grants.

Priority areas are determined by the City Council and Mayor and may be reevaluated annually. Any funds appropriated under the provisions of this Policy shall be used and expended under the direction and control of Treasurer as determined by the City Council in its annual budget deliberations.

The City operates on an annual Fiscal Year schedule beginning on July 1st and ending on June 30th.

Community Partnership Grants:

Community Partnership Grants are funds appropriated on an annual fiscal basis to community organizations that provide or enhance services that are generally considered within the purview of a governmental entity. If excess revenue is available, these organizations are pre-selected to receive funding during the City's annual budgetary process and will be included in the General Fund Budget. Community Partnership organizations include the following: 1) The Charles Town Library; 2) Jefferson County Community Ministries; 3) Eastern Panhandle Transit Authority; 4) Citizens Volunteer Fire Department; and 5) Independent Fire Department.

DRAFT

In order to be guaranteed funding in a subsequent budget cycle, Community Partnership Organizations must provide the Finance Director with an expenditure report, which is a statement detailing the expenditure of the City's allocation in the previous fiscal year. Expenditure reports are due on 31st of December each year, and failure to provide a report may result in loss of funding in future budgets.

Community Grants

Community Grants are funding allocations provided to non-profit and civic organizations that are not community partnership organizations. Only nonprofit organizations shall be eligible to apply for a Community Grant. For purposes of this Policy, "nonprofit organization" means a business entity that is tax-exempt under sections 501(c)(3), (c)(4) or (c)(6) of the Internal Revenue Code of 1954, as amended. A person or group without nonprofit status may partner with a nonprofit organization to apply for a Community Promotion Grant. The details of the partnership should be clearly outlined and submitted with the application. Community Partnership Organizations are not eligible to apply for Community Grants.

Application Process for Community Grants

Any nonprofit organization that desires financial assistance from the City complete a Community Grant Application and attach a copy of its IRS determination letter and a copy of the most recent 990 tax return. If any of the aforementioned information is not available, please provide written explanation and attach to the Grant Application.

The application shall include a detailed description of the program and how it serves the residents of the City, how the grant funding will benefit the residents of the City, proof of good standing with the State of West Virginia and the City of Charles Town.

The City reserves the right, in its sole discretion, to request additional information either in writing, in interviews or through scheduled presentations. Any organization not in good standing with the State of West Virginia will not be considered for financial assistance. An organization found to have misused City funds previously will not be eligible for grant funding. Applications will be considered annually during the City's regular 1st revision of the fiscal year and will be due by May 31st of each year.

In addition to evaluating the merits of each proposal as described in the application, the City Council will also consider the following factors:

- The projected number of City residents that will benefit from the program
- The organization appears to have the capacity to carry out the project, including necessary staff and financial resources.
- Other available funding sources and potential matches available for city funds.

DRAFT

- The organization has been timely in completing reports for previous awards.
- The success of previously funded programs

The City Council will consider Community Grant Applications during the regular first revision of the fiscal year and will award funds based upon the criteria outlined in this policy.

Prior to distribution of any City funds, a Letter of Agreement shall be entered into between the City and the receiving organization. The Letter of Agreement will include a timeline, the amount of funding to be provided by the City, the work to be funded, required documentation to be provided by the organization, and any monitoring requirements.

Reporting:

Each Community Grant will be a cost reimbursement grant in which the City will reimburse a grant recipient for expenditures once they have been incurred. To receive reimbursement, a grant recipient must submit invoices related to the grant work to the Finance Department for review. Once approved, grant funds will be released to the Grant recipient.

DRAFT

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-203 Charles Town NOW Presentation

Charles Town NOW Presentation

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-248: Article 111 Council and Finance Policy Discussion

This agenda item was requested at the February 18, 2025, council meeting.

ATTACHMENTS:

- Ord. 2022-002 - Article 111 Council.pdf
- Bid Policy Section 1.09.pdf

ARTICLE 111
Council

111.01 Rules of Council
111.02 Expenditure of public funds
111.03 Severability

CROSS REFERENCES
Open meeting law - see W. Va. Code Art. 6-9A
Composition - see W. Va. Code 8-5-7
Oath - see W. Va. Code 8-5-8
Term - see W. Va. Code 8-5-9
Vacancies - see W. Va. Code 8-5-10
Proceedings - see W. Va. Code Art. 8-9
General powers - see W. Va. Code Art. 8-12
Adoption of rules - see W. Va. Code 8-12-5(45)

111.01 RULES OF COUNCIL

(a) Time and place of meetings.

(1) Regular meetings. The regular meetings of Council shall generally be held at the Council Chambers located at 101 East Washington Street, on the first and third Mondays, unless otherwise scheduled, in each month at 7:00 p.m. A list of regular meeting dates will be available on the exterior City Hall bulletin board and website. If Council shall determine that the Council Chambers in City Hall are not or will not, for any reason, be an appropriate place for the holding of a meeting, the Council may, upon motion, second and majority vote, designate another place open to the public within the City for the holding of such meeting. Council may also hold remote meetings when special circumstances warrant such action but only after a motion, second, and majority vote. As with all public meetings, all Council members must be able to hear and be heard by other members and the proceedings must be accessible to the public so they can observe the Council in action.

(2) Special meetings. A special meeting is a separate Council session held at a different date and time than a regular meeting and may be called by the Mayor, the Presiding Officer of Council in the event of a mayoral vacancy, or any three members of Council. The purpose for holding a special meeting is to address matters that arise between regular meetings and require action by Council before the next regularly scheduled meeting. Notice of time, place, and purpose of the meeting, including a clear and specific description of any proposed action to be taken by Council, must be provided to all members at least three (3) days, excluding weekends and legal holidays, prior to the special meeting. A special meeting notice will be issued along with an agenda announcing any special meeting.

(b) Attendance. Members of Council are expected to be physically present for regular meetings but may attend up to four (4) regular meetings remotely during any fiscal year, provided appropriate technology is available that enables them to hear and be heard by other members of Council. Any member attending a meeting remotely after the four (4) approved regular meetings will only be able to observe the work of Council and may not participate as a member in discussion or any votes.

(c) Council may waive, via a resolution, the four (4) regular meeting limit on remote participation for all members when extenuating circumstances arise and more flexibility is needed to promote the orderly conduct of Council business.

(d) Agendas.
  (1) The City Clerk shall prepare a written agenda for all scheduled meetings which shall consist of items submitted by the Mayor, City Council members, and the City Manager.
  (2) The agenda shall be posted on the exterior bulletin board for City meetings located at 105 South George Street and on the City website three (3) days prior to the scheduled meeting. Revisions to the posted agenda can be made, however, the amended agenda must be made available at least two (2) days in advance of the scheduled meeting. For purposes of calculating the number of days in any notice period contained in these rules Saturdays, Sundays, and legal holidays are excluded.

(e) Presiding Officer.
  (1) The Presiding Officer must be physically present in the meeting room to take the chair unless all of Council is meeting remotely.
  (2) The Mayor shall take the chair at the hour appointed for Council to meet, and having called the members to order, shall preserve decorum and enforce a strict observance of these rules.
  (3) In the physical absence of the Mayor, unless all of Council is meeting remotely, the Mayor Pro-Tempore shall take the chair and assume all duties as appointed the Mayor. In the physical absence of both the Mayor and Mayor Pro-Tempore, unless all of Council is meeting remotely, and a quorum still being in attendance, the present members will elect the chair and that member will assume the duties appointed to the Mayor.
  (4) Upon the opening of an agenda item, the Presiding Officer shall introduce or cause to be introduced each item on the Council agenda prior to a motion, debate, and vote on the item.
  (5) The Presiding Officer can remove any member of the public attending a scheduled meeting of Council that is disruptive, to the extent that orderly conduct of the meeting is compromised, from the meeting with the assistance of a member of the Police Department upon proper direction.

(f) Filing of papers to be introduced at Council meetings and actions of the City Clerk.
In order to promote the orderly conduct of the business of Council and the timely preparation of an accurate agenda, the following rules are hereby established:
  (1) The Mayor, members of Council, and the City Manager must notify the City Clerk of any item for placement on an agenda at least four (4) days prior to the meeting for which action is intended.
  (2) Every effort should be made to submit all meeting materials that are actionable, including but not limited to ordinances, resolutions, petitions, reports, communications, and other documents, to the office of the City Clerk not later than 12:00 noon one (1) day, excluding holidays and weekends, immediately preceding the day of the meeting at which it is intended to be considered.
  (3) The written agenda and all related and supporting documentation for consideration at the intended meeting shall be distributed by the City Clerk to the Mayor and Council.
  (4) Nothing herein shall be construed to prohibit any member of Council, at the proper order of business, from introducing or submitting any ordinance, resolution, petition, committee report or communication during any regular meeting. Unless it is determined to be an emergency item, official action on any item presented to Council in this manner is prohibited until proper placement on the next Council agenda.

(g) Order of business at regular meetings.
  (1) The order of business for each regular meeting shall be:

(A) Call to Order
(B) Moment of Silence and Pledge of Allegiance
(C) Approval of the Minutes
(D) Public Comments
(E) Reports
(F) Unfinished Business
(G) New Business
(H) Appointments to Committees/Commissions
(I) Referrals to Committees/Commissions
(J) Approval of Bills
(K) Adjournment

(2) The Presiding Officer may order that any agenda item be repositioned as to provide for a more efficient meeting.

(h) Parliamentary rules of order.

These rules of Council, the Charles Town City Charter, state law and other rules duly adopted by Council shall govern Council. In all cases not provided for, the Presiding Officer shall decide, subject to an appeal by a member of Council which shall then be determined by the rules of parliamentary usage comprised in the most recent edition of "Robert's Rules of Order."

(i) Members of public speaking before Council.

(1) A member of Council may ask the floor for a member of the public to speak before Council, which said motion is non-debatable. Upon such request, the presiding officer shall inquire of the councilmember the subject matter of the inquiry. Council, by majority vote, shall determine whether or not the person shall be allowed to address Council. Any person addressing Council shall be allowed no more than five minutes to address their remarks, unless by majority vote, Council allows a longer period of time.

(2) A maximum of twenty minutes shall be set aside at the beginning of each meeting of the Council to permit members of the public, without leave of Council, to address the Council on any matter pertaining to the City's business with a maximum of five minutes per person. Any member of the public wishing to address the Council shall first register with the City Clerk, or designated representative for such purpose, not earlier than 15 minutes before the beginning of the meeting setting forth their name, the group, if any, on whose behalf they wish to speak, their address and the subject matter which they wish to speak. For those attending the Council meeting, a sign-up sheet will be available to those who wish to register to speak. Members of the public attending the meeting remotely, must still provide the same information to register to speak but may do so in an email or through the chat function available for remote attendees. Registration for remote attendees will follow the same schedule for those attending in person. Individuals present at the meeting will be invited to speak first. If members of the public are still waiting to speak after the twenty minute time period has expired Council may hold an additional public comment period for twenty minutes upon completion of business if so, decided by Council by majority vote. Nothing in this section shall affect the ability of a member of Council to request that a member of the public be allowed to speak pursuant to section 111.01(i).

(j) Making entries in the minute book.

No remarks, voting explanations or words spoken in debate by any member of Council shall be reproduced in the journal except by unanimous consent of the members of the Council present.

(k) Committees.

(1) Standing committees shall be appointed by Council, and Select Committees by the Mayor, unless otherwise ordered.

(2) Standing committees shall be as follows:

(A) Finance – the Committee's duties include but are not limited to proposing changes to the City's fiscal, budgetary, and investment policies; reviewing and recommending to Council operating, capital, and coal severance budgets and budget revisions; and authorizing the execution of contracts within approved budget levels.

(B) Infrastructure – the Committee's duties include but are not limited to reviewing and recommending policies to Council related to public streets, curbs, stormwater, sidewalks, broadband, and electric/gas utilities.

(C) Ordinance – the Committee's duties include but are not limited to reviewing and recommending to Council proposed additions and deletions to the City's codified ordinances and related policies.

(D) Personnel – the Committee's duties include but are not limited to reviewing and recommending proposed changes to the City's personnel policies and facilitating Council actions related to the hiring, evaluation, and termination of the City Manager.

(3) Select committees shall be created and dissolved at the discretion of the Mayor.

(4) Reports of committees shall be in writing and shall specify such action as the committee may recommend for adoption by Council.

(l) When a member abstains from voting.

No member shall vote on any question before the City Council if directly and immediately interested therein other than as a citizen of the City of Charles Town; however, no member may abstain from voting without, prior to discussion, having stated their reason for not participating and having obtained a ruling from the presiding officer excusing them from doing so.

(m) Recission, amendment, and suspension of rules.

No rule of the Council shall be suspended for a single item in any case except by unanimous consent of the Council members present remotely or in person provided, that no rule shall be suspended if compliance wherewith is made mandatory by state law, the City Charter, or another ordinance of the City of Charles Town.

111.02 EXPENDITURE OF PUBLIC FUNDS

(a) Council shall approve the fiscal policies and procedures of the City which will govern the expenditure of funds, which shall include provisions for the Mayor, or the Mayor Pro-Tempore in the absence of the Mayor, to authorize the expenditure of funds in the event of a declared emergency.

(b) The City Manager or designee shall present expenditures for payment and shall attest to their accuracy and budgetary compliance to Council.

(c) Failure to comply with this section by any employee may be sufficient cause for suspension without pay or termination of employment pursuant to the City's personnel policies

111.03 SEVERABILITY

If any provision of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and shall be construed, to be separate and severable.

Passed on First Reading: FEBRUARY 7, 2022

Passed on Second Reading: FEBRUARY 22, 2022
(following Public Hearing)

ATTEST:

Robert M. Trainor
Mayor

Daryl Hennessy
City Manager/Clerk

1.09 PURCHASING AND BID POLICY

A purchasing and bid policy is needed to standardize the sales, bids, and purchasing procedures of the City of Charles Town. It is also needed to promote the fair and equitable treatment of all consumers and suppliers of goods and services, to secure goods and services from local vendors whenever practical, and to provide the most advantageous services to the citizens of Charles Town.

Article 111.03(a) of the Codified Ordinances of Charles Town states there shall be no expenditure or payment of public funds for goods or services by any employee or representative of the city in excess of $3,000 without the prior approval of city council. There is an exception in the case of an emergency. For purposes of the city's fiscal procedures, an expenditure of public funds for goods or services included in the annual budget is considered prior approval. The payment for such goods or services will continue to be a part of the routine approval of bills included on every city council agenda. The purpose of this Purchasing and Bid Policy is to assist staff in following approved procedures for selecting contractors and vendors.

When practical, any single purchase expected to be over $5,000 but less than $10,000 will require the solicitation of at least three written quotes, which may include review of Internet pricing, by city staff from businesses believed to be qualified to provide the product or service. A preference should be given to identifying local businesses for these quotes. In the event the purchase is so specialized that only one source can effectively provide the product or service, staff will document the specialized nature of the purchase, identify the limitations of other potential suppliers, and seek a waiver from the city's finance committee of the requirement to solicit additional quotes.

Per WV State Code, any construction of facilities exceeding a cost of $10,000 requires a minimum of three written and sealed competitive bids.

Other city purchases expected to exceed $10,000 require a competitive selection process that for the City of Charles Town includes at least an advertisement for bids in the local newspaper of record, posting the opportunity on the city website, the request for written and sealed competitive bids, and the selection of a provider based on qualifications, price, and responsiveness. Solicitation for competitive, sealed bids will be open for at least 15 days. Preference will be given to local contractors and vendors where the local bid is within a 5% difference of the lowest and most responsive bid received. This preference only applies to contractors and vendors with a primary business address located within the municipal boundaries.

Purchases of more than $10,000 for used, public works, service, or safety equipment with specialized features may be purchased using the three quote process noted above.

The city may also purchase products or services valued at more than $10,000 from state term contracts or municipal bulk purchasing programs where a competitive process has already been completed to identify vendors offering the best price. In such instances, staff may shop the competitive price with local contractors and vendors and apply the same 5% preference to determine the lowest and most responsive bid.

A Request for Qualifications process will be used to solicit bids for professional services where the qualifications of the contractor are the primary factor in determining the best and most

responsive bid. A Request for Proposals process will be used to solicit bids for goods or services where price is the primary factor in determining the best and most responsive bid.

Renewal of existing contracts may be exempt from this policy with approval of the city council.

This policy supplements existing WV State Code 8-12-10 and 8-27-23.

2025-251: Presentation of the Eastern Panhandle Transit Authority (EPTA) and Budget Request

Ms. Elaine Bartoldson, Executive Director of EPTA will be presenting at the council meeting.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-259: Open Container Waiver for Depot Land

Proposed Motion: Approve the open-container waiver letter for the Depot Land.

ATTACHMENTS:
- 2025CTNHoppyHourRequest.pdf

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

MAYOR
Robert M. Trainor

CITY COUNCIL
Elizabeth Ricketts
James Kratovil
Jeff Hynes
Kevin Tester
Julie Philabaum
Priscilla Rodd
Michael George
Andie Sugrue

CITY CLERK
John Nissel

Feb 28, 2025

WV Alcohol Beverage Control Administration
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302

To Whom It May Concern,

I am writing on behalf of the City of Charles Town to ask that the WV Alcohol Beverage Control Administration approve the request by Discover Downtown Charles Town Inc., doing business as Charles Town Now., for a one-day permit to host an outdoor beer garden at 325 North George Street in our Depot District Square. This event is scheduled for April 5, 2025. The city agrees to suspend all open container laws and related ordinances in the specified area of the beer garden.

If you have any questions regarding this event or our support for the application from Charles Town Now, doing business as Discover Downtown Charles Town Inc., please do not hesitate to contact our Business Development and Downtown Coordinator, Liz Cook. She can be reached via email at ecook@charlestownwv.us.

Thank you for your assistance with this request.

Sincerely,

Robert M. Trainor
Mayor

c: Liz Cook, Business Development and Downtown Coordinator
Ann Paonessa, Charles Town Now

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-260: FY26 Budget Discussion

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-265: Authorization for Public Notice of Public Hearing in Consideration of the FY2026 Levy Rate

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-270: Payment of Bills - March 3, 2025

ATTACHMENTS:

- PARKS N REC COUNCIL REPORT 2025-03-03.pdf
- GEN FUND COUNCIL REPORT 2025-03-03.pdf
- CAPITAL RESERVE COUNCIL REPORT 2025-03-03.pdf

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
POTOMAC EDISON COMPANY, INC	2/26/25	JAN 25 JMP ELEC SERV	PARKS & REC	PARKS & REC	31.38
	2/26/25	JAN 25 JMP ELEC SERV	PARKS & REC	PARKS & REC	230.61
	2/26/25	JAN 25 JMP ELEC SERV	PARKS & REC	PARKS & REC	17.10
	2/26/25	JAN 25 JMP ELEC SERV	PARKS & REC	PARKS & REC	0.50
	2/26/25	JAN 25 JMP ELEC SERV	PARKS & REC	PARKS & REC	10.31
	2/26/25	JAN 25 JMP ELEC SERV	PARKS & REC	PARKS & REC	10.42
				TOTAL:	300.32

========== FUND TOTALS ==========

207	PARKS & REC	300.32
	GRAND TOTAL:	300.32

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 03-CT BOARD OF P&R
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: PARK1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 2/26/2025 THRU 2/26/2025

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-42 TACTICAL LLC	2/27/25	QUINNAM UNIFORM	GENERAL FUND	POLICE DEPARTMENT	113.78
				TOTAL:	113.78
CITY OF CHARLES TOWN PETTY CASH	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	11.76
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	9.68
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	25.03
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	29.20
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	10.20
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	18.95
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	2.87
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	19.36
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	3.15
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	9.96
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	14.85
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	24.30
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	17.34
	2/27/25	CTPD PETTY CASH REPLENISH	GENERAL FUND	POLICE DEPARTMENT	45.72
				TOTAL:	242.37
CMA'S TOYOTA CHEVROLET OF MARTINSBURG	2/27/25	CAR#3 OIL SERVICE	GENERAL FUND	POLICE DEPARTMENT	119.04
				TOTAL:	119.04
CREAMERS AUTO SERVICE CENTER, LLC	2/27/25	CAR# 5 OIL/WTR PMP/STRUT	GENERAL FUND	POLICE DEPARTMENT	2,068.78
	2/27/25	CAR# 5 OIL/WTR PMP/STRUT	GENERAL FUND	POLICE DEPARTMENT	88.45
				TOTAL:	2,157.23
CHARLES TOWN UTILITY BOARD	2/27/25	1/31 PD WATER DLVRY	GENERAL FUND	POLICE DEPARTMENT	71.93
				TOTAL:	71.93
FIRST-CITIZENS BANK & TRUST CO	2/27/25	MAR 25 2ND FLOOR COPIER	GENERAL FUND	CITY HALL	506.12
	2/27/25	MAR 25 1ST FLR COPIER	GENERAL FUND	CITY HALL	239.68
				TOTAL:	745.80
FRONTIER, INC.	2/27/25	2/25 CH ELEVATOR	GENERAL FUND	CITY HALL	71.33
				TOTAL:	71.33
GRIFFITH ENERGY SERVICES, INC	2/27/25	02/13 CH HTNG OIL DELIVER	GENERAL FUND	CITY HALL	868.81
				TOTAL:	868.81
JEFFERSON COUNTY EMERGENCY COMMUNICATI	2/27/25	NIGHTHAWLKS & CRADLEPT	GENERAL FUND	POLICE DEPARTMENT	221.94
	2/27/25	NIGHTHAWLKS & CRADLEPT	GENERAL FUND	POLICE DEPARTMENT	353.36
				TOTAL:	575.30
JEFFERSON PUBLISHING COMPANY, INC.	2/27/25	HRG ZNG BRD APPEAL 11/28	GENERAL FUND	PLANNING & ZONING	47.98
	2/27/25	HRG COA WALL SI&FIP 12/09	GENERAL FUND	PLANNING & ZONING	47.98
	2/27/25	JB PSTNG P&Z TECH 1/2	GENERAL FUND	PLANNING & ZONING	36.02
	2/27/25	HRG REZNG REQSTS 10/31	GENERAL FUND	PLANNING & ZONING	48.50
	2/27/25	HRG 12/5 POOL NRBRN GLEBE	GENERAL FUND	PLANNING & ZONING	36.02
	2/27/25	HRG COA WALL SIGN 1/23	GENERAL FUND	PLANNING & ZONING	27.74
	2/27/25	HRG TXA 1/30	GENERAL FUND	PLANNING & ZONING	26.82
	2/27/25	HRNG BA 01/30	GENERAL FUND	PLANNING & ZONING	35.10
	2/27/25	NTC MNCPL ELECTION 12/12	GENERAL FUND	ELECTIONS	50.14
	2/27/25	NTC ABNTEE BALLOT 1/6	GENERAL FUND	ELECTIONS	40.30
	2/27/25	RFP LIBERTY ST 09/11	GENERAL FUND	CITY HALL	99.34
	2/27/25	CITY & TREE LGHTNG 11/28	GENERAL FUND	CITY HALL	69.50
	2/27/25	RFP STRM WTR LIBERY 12/09	GENERAL FUND	CITY HALL	36.94

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	2/27/25	CITY&TREE LGHTNG 12/05	GENERAL FUND	CITY HALL	69.50
	2/27/25	SHOP SMALL 12/12	GENERAL FUND	CITY HALL	69.50
	2/27/25	SHOP SMALL 12/19	GENERAL FUND	CITY HALL	69.50
	2/27/25	HRNG ADMIN CD MTNG 12/12	GENERAL FUND	CITY HALL	46.86
	2/27/25	PBLC HRNG BUS REG 10/31	GENERAL FUND	CITY HALL	43.58
	2/27/25	RFP ACADEMY/SAMUEL DRAIN	GENERAL FUND	CITY HALL	25.90
	2/27/25	RFP WAYFING SGNS 1/30	GENERAL FUND	CITY HALL	43.58
	2/27/25	HRNG SHRD APUS PK 1/30	GENERAL FUND	CITY HALL	25.90
				TOTAL:	996.70
JESSY PRINTZ	2/27/25	SDWLK IMPROV GRANT PRINTZ	GENERAL FUND	CONT/TRNSFR 2 OTHR FUN	4,635.81
				TOTAL:	4,635.81
JOHNSON CONTROLS SECURITY SOLUTIONS	2/27/25	CWH ALARM 3/25-5/25	GENERAL FUND	STREETS & HIGHWAYS	344.55
				TOTAL:	344.55
KABLE EXCAVATING, LLC	2/27/25	2/05 BRINE APPLICATION	GENERAL FUND	STREETS & HIGHWAYS	1,440.00
	2/27/25	BRINE APP 2/10	GENERAL FUND	STREETS & HIGHWAYS	1,720.00
				TOTAL:	3,160.00
LEADERSHIP WEST VIRGINIA	2/27/25	MEEKS LEADERSHIP WV TRNG	GENERAL FUND	CITY MANAGER'S OFFICE	4,000.00
				TOTAL:	4,000.00
MARLIN LEASING CORPORATION	2/27/25	FEB25 CH&PD COPIER RENTAL	GENERAL FUND	CITY HALL	515.98
	2/27/25	FEB25 CH&PD COPIER RENTAL	GENERAL FUND	POLICE DEPARTMENT	280.00
				TOTAL:	795.98
MCKINNEY'S AUTO REPAIR & TOWING	2/27/25	CAR#19 OIL SERVICE	GENERAL FUND	POLICE DEPARTMENT	109.05
				TOTAL:	109.05
NVA	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	NON-DEPARTMENTAL	153.05
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	7.97
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	CITY MANAGER'S OFFICE	7.97
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	TREASURER'S OFFICE	31.88
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	CITY CLERK'S OFFICE	7.97
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	CITY ATTORNEY	7.97
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	ENFORCEMENT AGENCY	7.97
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	BUILDING INSPECTION	7.97
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	PLANNING & ZONING	23.91
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	CITY HALL	7.97
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	POLICE DEPARTMENT	127.52
	2/26/25	MARCH 25 VISION PREM	GENERAL FUND	STREETS & HIGHWAYS	15.94
				TOTAL:	408.09
PITNEY BOWES INC	2/27/25	CH POSTAGE LEASE 1-3/25	GENERAL FUND	CITY HALL	371.49
				TOTAL:	371.49
STAPLES ADVANTAGE INC	2/27/25	FLDRS/CORD/FOLDER/HOOKS	GENERAL FUND	TREASURER'S OFFICE	69.55
	2/27/25	HNGNG FILE FOLDERS	GENERAL FUND	TREASURER'S OFFICE	28.64
	2/27/25	CRK BRD/RBR STMP/FLDRS	GENERAL FUND	TREASURER'S OFFICE	4.05
	2/27/25	CRK BRD/RBR STMP/FLDRS	GENERAL FUND	TREASURER'S OFFICE	24.40
	2/27/25	CRK BRD/RBR STMP/FLDRS	GENERAL FUND	TREASURER'S OFFICE	8.25
	2/27/25	CRK BRD/RBR STMP/FLDRS	GENERAL FUND	TREASURER'S OFFICE	19.99
	2/27/25	COPY PAPER&COLOR PAPER	GENERAL FUND	TREASURER'S OFFICE	42.18
	2/27/25	PZ TAPE &CH COPY PAPER	GENERAL FUND	PLANNING & ZONING	15.10
	2/27/25	FLDRS/CORD/FOLDER/HOOKS	GENERAL FUND	CITY HALL	24.40

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	2/27/25	PZ TAPE &CH COPY PAPER	GENERAL FUND	CITY HALL	84.98
	2/27/25	COPY PAPER&COLOR PAPER	GENERAL FUND	CITY HALL	23.58
				TOTAL:	345.12
SUN LIFE	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	NON-DEPARTMENTAL	743.41
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	87.26
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	CITY MANAGER'S OFFICE	163.94
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	TREASURER'S OFFICE	303.15
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	CITY CLERK'S OFFICE	80.26
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	CITY ATTORNEY	120.56
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	ENFORCEMENT AGENCY	64.72
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	BUILDING INSPECTION	98.15
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	PLANNING & ZONING	282.20
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	CITY HALL	105.17
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	PARKING	34.04
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	POLICE DEPARTMENT	1,481.93
	2/20/25	MARCH 25 LIFE/DENTAL PREM	GENERAL FUND	STREETS & HIGHWAYS	250.23
				TOTAL:	3,815.02
T-MOBILE	2/27/25	FEB25 CH&PD CELL SERV	GENERAL FUND	ECONOMIC DEVELOPMENT	31.99
	2/27/25	FEB25 CH&PD CELL SERV	GENERAL FUND	CITY MANAGER'S OFFICE	42.09
	2/27/25	FEB25 CH&PD CELL SERV	GENERAL FUND	CITY ATTORNEY	17.85
	2/27/25	FEB25 CH&PD CELL SERV	GENERAL FUND	ENFORCEMENT AGENCY	17.85
	2/27/25	FEB25 CH&PD CELL SERV	GENERAL FUND	PLANNING & ZONING	61.45
	2/27/25	FEB25 CH&PD CELL SERV	GENERAL FUND	CITY HALL	31.99
	2/27/25	FEB25 CH&PD CELL SERV	GENERAL FUND	POLICE DEPARTMENT	140.10
	2/27/25	FEB25 CH&PD CELL SERV	GENERAL FUND	STREETS & HIGHWAYS	58.85
				TOTAL:	402.17
VITAL SIGNS PLUS, INC.	2/27/25	DECAL PARKING HRS	GENERAL FUND	PARKING	1,659.00
	2/27/25	ENGRAVED PLATE NEWLIN	GENERAL FUND	POLICE DEPARTMENT	128.00
				TOTAL:	1,787.00
WASTE MANAGEMENT INC	2/27/25	MAR 25 MAINT TRASH SERV	GENERAL FUND	STREETS & HIGHWAYS	321.33
				TOTAL:	321.33
WV CODE OFFICIALS ASSOCIATION	2/27/25	DUANE WVCOA TRNG CONF	GENERAL FUND	CITY MANAGER'S OFFICE	150.00
				TOTAL:	150.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========

001	GENERAL FUND	26,607.90
	GRAND TOTAL:	26,607.90

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: AP1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 2/20/2025 THRU 2/27/2025

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GREENWAY ENGINEERING, INC.	2/27/25	LIBERTY ST BID&CONSTRUCT	CAPITAL RESERVE	STREETS & TRANSPORTATI	700.00
				TOTAL:	700.00

========== FUND TOTALS ==========

200	CAPITAL RESERVE	700.00
	GRAND TOTAL:	700.00

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET:	01-City of Charles Town
VENDOR:	All
CLASSIFICATION:	All
BANK CODE:	Include: CAP1
ITEM DATE:	0/00/0000 THRU 99/99/9999
ITEM AMOUNT:	99,999,999.00CR THRU 99,999,999.00
GL POST DATE:	0/00/0000 THRU 99/99/9999
CHECK DATE:	2/27/2025 THRU 2/27/2025

PAYROLL SELECTION

PAYROLL EXPENSES:	NO
EXPENSE TYPE:	N/A
CHECK DATE:	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE:	Check Date
SEQUENCE:	By Vendor Sort
DESCRIPTION:	Item
GL ACCTS:	NO
REPORT TITLE:	COUNCIL REPORT
SIGNATURE LINES:	2

PACKET OPTIONS

INCLUDE REFUNDS:	YES
INCLUDE OPEN ITEM:	NO

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-254: B&O Waiver Request

ATTACHMENTS:

- CTUB_Related_B&OWaiver Request_29Jan2025.pdf

Charles Town
Utility Board

661 S. George Street, Suite 101 Charles Town, WV 25414
Phone: (304) 725-2316 ♦ Fax: (304) 725-7150 ♦ Web: www.ctubwv.com

UTILITY BOARD

CHAIRMAN
City of Charles Town City Manager John Nissel

VICE CHAIRMAN
City of Ranson Mayor Duke Pierson

SECRETARY
Ashley Stottlemyer

Board Member Heidi Parker

Board Member John Maxey

Board Member Patrick Kratovil

UTILITY MANAGER
Kristen Stolipher

January 29, 2025

Charles Town City Council
101 E. Washington Street
Charles Town, West Virginia 25414

Honorable Mayor and Council:

At the Charles Town Utility Board (CTUB) Meeting on January 8, 2025, the Board of Directors voted to forward a letter to the City of Charles Town Council in support of a Business and Occupation (B&O) Tax Waiver for the CTUB 2022 Sewer Collection System Project (Project). The project has been awarded to HRI, Inc. in the amount of $6,074,000. Ultimately the B&O tax is included within the project costs and will be paid through customer rates to fulfill bond debt. A waiver of the B&O Tax will allow CTUB to utilize the savings in this current project for other future projects. As the project is vital to the community and will vastly improve reliable sewer service to a significant number of CTUB customers, the Board fully supports a waiver of the B&O Tax for the portions of the project within the City of Charles Town Municipal limits.

Attached hereto, you will find the formal request from the HRI, Inc. that is subject to the B&O Tax for the project.

Should you have any questions, please do not hesitate to contact me at (304) 724-7080 or kstolipher@ctubvw.com.

Regards,

Kristen Stolipher

HRI, INC.

A COLAS COMPANY

1/13/2025

To: Charles Town Utility Board (CTUB) | Owner
661 South George Street, Charles Town, WV 25414

CC: Gwin Dobson & Foreman, Inc. (GD&F) | Project Representative
3121 Fairway Drive, Altoona, PA 16602

Subject: 2022 Collection System Project
CWSRF NO. C-544686
IJDC NO. 2021S-2041

Re: **B&O Tax Exemption for Charles Town and Ranson, WV**

To Whom it May Concern,

HRI, Inc. is requesting exemption for all applicable Business and Occupancy (B&O) Taxes associated with the 2022 Collection System Project. The contract documents and associated addenda provided by RK&K at time of bid did not provide enough information for HRI to accurately account for the tax amount.

Though not explicitly mentioned in the project specifications, it was noted in Addendum #1 that B&O Tax applies through certain portions of project. B&O rates for Charles Town and Ranson were not provided, nor did the documents provide enough information for the contractor to know which sites would be applicable to which city's B&O Tax.

Because of this, HRI made the decision to not include B&O taxes in our bid price, as there was concern that attempting to calculate and include the taxes from limited information could have negatively affected our total bid number, and did not want this to be the sole reason that HRI was not low bidder.

After the preconstruction meeting, GD&F provided HRI a marked-up drawing prepared by CTUB, that outlined which sites / portions of the project were applicable to Ranson B&O Tax, and which were applicable to Charles Town B&O Tax. Using this map, HRI estimated B&O taxes based upon the contract bid items, not including the Flowing Springs Pump Station Add/Alt, as it was determined this would no longer be a part of this project.

HRI, INC.

A COLAS COMPANY

A summary of HRI's B&O tax calculations and CTUB's B&O Tax Map can be found attached to the end of this letter.

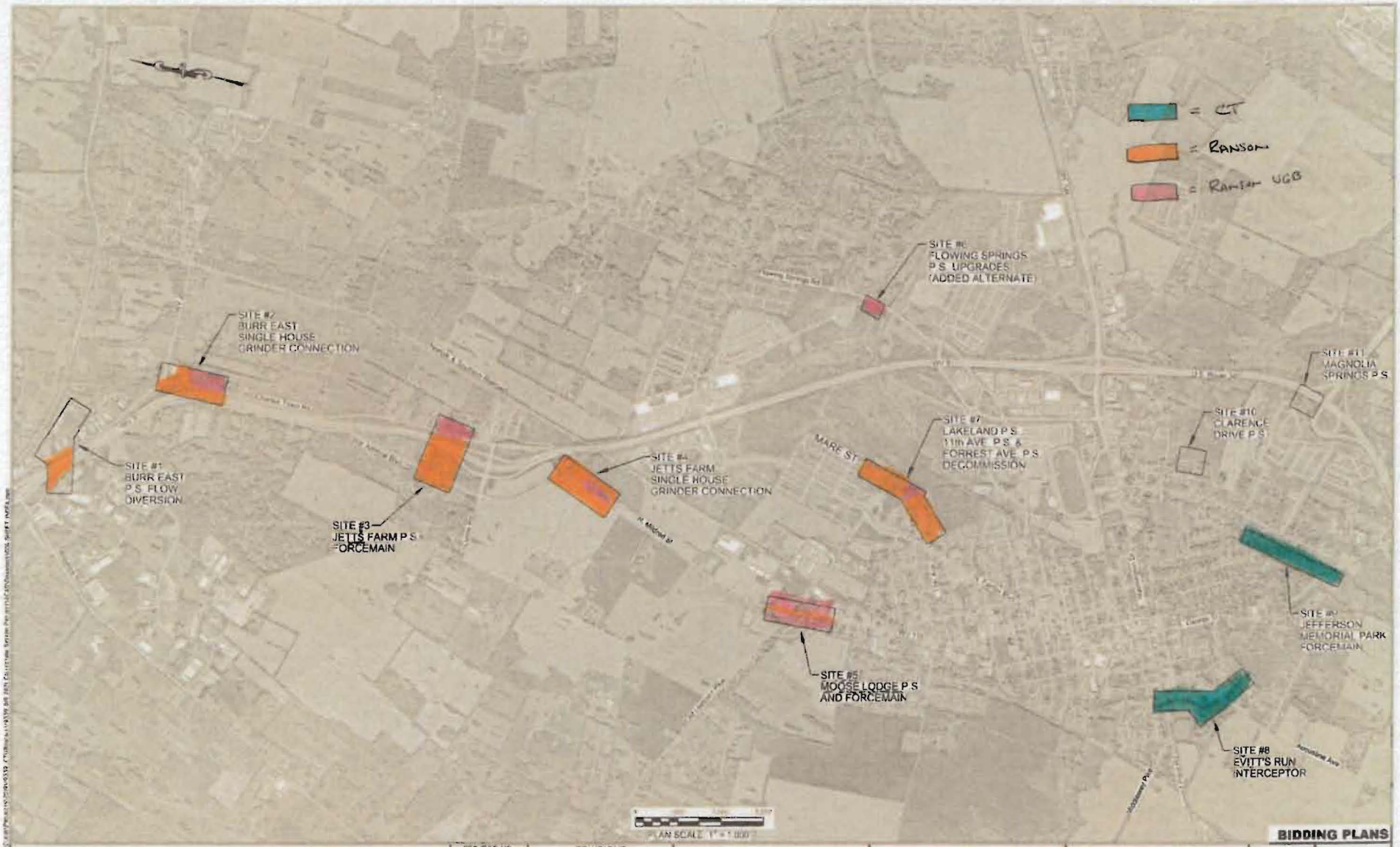
In all, HRI is requesting exemption for a total of $121,480.00 in B&O taxes for this project. As previously stated, this was not accounted for in our bid price, and providing exemption to HRI will save CTUB and its taxpayers the aforementioned amount.

We appreciate your understanding and cooperation as we work together to get this project started. Should there be any questions or concerns, please reach out to HRI.

Regards,

Joshua Kutz
Project Manager
HRI, Inc.

CC: Ronald Ritter; Lonnie Nolen, Will Sarraf – HRI



BIDDING PLANS

RK&K

P: 304.788.3370
158 Plaza Drive | Kenner, WV 26726
Engineers | Construction Managers | Planning | Scientists
www.rkk.com
Responsive People | Creative Solutions

PROJECT NO.	REVISIONS
DATE: August 25, 2021	
DESIGNED	
DRAWN	
CHECKED	

CHARLES TOWN UTILITY BOARD
661 S. GEORGE ST.
CHARLES TOWN, WV 25414

2022 COLLECTION SYSTEM PROJECT

INDEX SHEET

SHEET NO. 4 OF 110

DRAWING NO. G-4

Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total	% of Work				Total $		
						Charles Town	Ranson	Ranson UC	Total	CT$	Ranson$	Total$
1	MOBILIZATION	1.000	LS	$ 272,980.00	$ 272,980.00	27.50	72.50		100	$ 75,069.50	$ 197,910.50	$ 272,980.00
2	TRAFFIC CONTROL	1.000	LS	$ 15,000.00	$ 15,000.00	27.50	72.50		100	$ 4,125.00	$ 10,875.00	$ 15,000.00
3	AUDIO VISUAL TAPING	1.000	LS	$ 5,200.00	$ 5,200.00	27.50	72.50		100	$ 1,430.00	$ 3,770.00	$ 5,200.00
4	EROSION AND SEDIMENTATION CONTROL	1.000	LS	$ 142,000.00	$ 142,000.00	27.50	72.50		100	$ 39,050.00	$ 102,950.00	$ 142,000.00
5	BURR EAST PUMP STATION DEMO	1.000	LS	$ 22,000.00	$ 22,000.00		100.00		100	$ -	$ 22,000.00	$ 22,000.00
6	MOOSE LODGE PUMP STATION DEMO	1.000	LS	$ 22,000.00	$ 22,000.00		100.00		100	$ -	$ 22,000.00	$ 22,000.00
7	JETT'S FARM PUMP STATION DEMO	1.000	LS	$ 22,000.00	$ 22,000.00		100.00		100	$ -	$ 22,000.00	$ 22,000.00
9	FORREST ST PUMP STATION DEMO	1.000	LS	$ 33,000.00	$ 33,000.00		100.00		100	$ -	$ 33,000.00	$ 33,000.00
10	11TH AVE PUMP STATION DEMO	1.000	LS	$ 33,000.00	$ 33,000.00		100.00		100	$ -	$ 33,000.00	$ 33,000.00
11	BURR EAST PUMP STATION	1.000	LS	$ 495,000.00	$ 495,000.00		100.00		100	$ -	$ 495,000.00	$ 495,000.00
12	MOOSE LODGE PUMP STATION	1.000	LS	$ 305,000.00	$ 305,000.00		100.00		100	$ -	$ 305,000.00	$ 305,000.00
13	JETT'S FARM PUMP STATION	1.000	LS	$ 335,000.00	$ 335,000.00		100.00		100	$ -	$ 335,000.00	$ 335,000.00
15	LAKELAND PUMP STATION	1.000	LS	$1,125,000.00	$1,125,000.00		100.00		100	$ -	$1,125,000.00	$1,125,000.00
16	GRINDER PUMP 1	1.000	LS	$ 23,000.00	$ 23,000.00		100.00		100	$ -	$ 23,000.00	$ 23,000.00
17	GRINDER PUMP 2	1.000	LS	$ 23,000.00	$ 23,000.00		100.00		100	$ -	$ 23,000.00	$ 23,000.00
18	BYPASS PUMP - BURR EAST PS	1.000	LS	$ 45,000.00	$ 45,000.00		100.00		100	$ -	$ 45,000.00	$ 45,000.00
19	BYPASS PUMP JETT'S FARM PS	1.000	LS	$ 36,000.00	$ 36,000.00		100.00		100	$ -	$ 36,000.00	$ 36,000.00
20	BYPASS PUMP - SAMUEL ST PS	1.000	LS	$ 15,000.00	$ 15,000.00	100.00			100	$ 15,000.00	$ -	$ 15,000.00
22	BYPASS PUMP - FORREST AVE PS	1.000	LS	$ 13,000.00	$ 13,000.00		100.00		100	$ -	$ 13,000.00	$ 13,000.00
23	BYPASS PUMP - 11TH AVE PS	1.000	LS	$ 13,000.00	$ 13,000.00		100.00		100	$ -	$ 13,000.00	$ 13,000.00
24	BYPASS PUMP - EVITT'S RUN INTERCEPTOR	1.000	LS	$ 100,000.00	$ 100,000.00	100.00			100	$ 100,000.00	$ -	$ 100,000.00
25	PUMP/HAUL - MOOSE LODGE PUMP STATION	1.000	LS	$ 48,000.00	$ 48,000.00		100.00		100	$ -	$ 48,000.00	$ 48,000.00
26	PUMP/HAUL - EVITTS RUN INTERCEPTOR	1.000	LS	$ 7,500.00	$ 7,500.00	100.00			100	$ 7,500.00	$ -	$ 7,500.00
27	PUMP/HAUL - MAGNOLIA SPRINGS PUMP STATION	1.000	LS	$ 7,500.00	$ 7,500.00	100.00			100	$ 7,500.00	$ -	$ 7,500.00
28	PUMP/HAUL - CLARENCE DR PUMP STATION	1.000	LS	$ 7,500.00	$ 7,500.00	100.00			100	$ 7,500.00	$ -	$ 7,500.00
29	4" SDR35 SEWER	100.000	LF	$ 194.00	$ 19,400.00		100.00		100	$ -	$ 19,400.00	$ 19,400.00
30	6" SDR35 SEWER 0-8' DP	20.000	LF	$ 92.00	$ 1,840.00	100.00			100	$ 1,840.00	$ -	$ 1,840.00
31	8" SDR35 SEWER 0-8' DP	1,100.000	LF	$ 135.00	$ 148,500.00	1.5	98.50		100	$ 2,227.50	$ 146,272.50	$ 148,500.00
32	8" SDR35 SEWER 8-12' DP	200.000	LF	$ 192.00	$ 38,400.00		100.00		100	$ -	$ 38,400.00	$ 38,400.00
33	8" SDR35 SEWER 12'+ DP	200.000	LF	$ 284.00	$ 56,800.00		100.00		100	$ -	$ 56,800.00	$ 56,800.00
34	10" SDR35 SEWER 0-8' DP	600.000	LF	$ 174.00	$ 104,400.00		100.00		100	$ -	$ 104,400.00	$ 104,400.00
35	12" SDR PVC SEWER	80.000	LF	$ 235.00	$ 18,800.00	100.00			100	$ 18,800.00	$ -	$ 18,800.00
36	30" SDR PVC SEWER	2,000.000	LF	$ 305.00	$ 610,000.00	100.00			100	$ 610,000.00	$ -	$ 610,000.00
37	6" C900 CL165 PVC FORCE MAIN	2,200.000	LF	$ 135.00	$ 297,000.00	100.00			100	$ 297,000.00	$ -	$ 297,000.00
38	4" C900 CL165 PVC FORCE MAIN	2,800.000	LF	$ 115.00	$ 322,000.00		100.00		100	$ -	$ 322,000.00	$ 322,000.00
39	2" SDR9 HDPE FORCE MAIN (SLIP LINE)	1,400.000	LF	$ 55.00	$ 77,000.00		100.00		100	$ -	$ 77,000.00	$ 77,000.00
40	1.5" SDR9 HDPE FORCE MAIN (SLIP LINE)	900.000	LF	$ 54.00	$ 48,600.00		100.00		100	$ -	$ 48,600.00	$ 48,600.00
41	1.25" SDR9 HDPE FORCE MAIN	1,200.000	LF	$ 75.50	$ 90,600.00		100.00		100	$ -	$ 90,600.00	$ 90,600.00
42	4' DIA MANHOLE 0-6' DP	20.000	EA	$ 8,500.00	$ 170,000.00	58	42.00		100	$ 98,600.00	$ 71,400.00	$ 170,000.00
43	4" DIA MANHOLE EXTENSION	50.000	VF	$ 650.00	$ 32,500.00	63.5	36.50		100	$ 20,637.50	$ 11,862.50	$ 32,500.00
44	4' DIA DOGHOUSE MANHOLE 0-6' DP	10.000	EA	$ 8,100.00	$ 81,000.00	40.00	60.00		100	$ 32,400.00	$ 48,600.00	$ 81,000.00
45	MANHOLE FRAME AND COVER - HIGHWAY	26.000	EA	$ 1,500.00	$ 39,000.00	38.5	61.50		100	$ 15,015.00	$ 23,985.00	$ 39,000.00
46	MANHOLE FRAME AND COVER - WATERTIGHT	5.000	EA	$ 1,700.00	$ 8,500.00	100.00			100	$ 8,500.00	$ -	$ 8,500.00
47	INSIDE DROP CONNECTION	10.000	EA	$ 1,500.00	$ 15,000.00	50.00	50.00		100	$ 7,500.00	$ 7,500.00	$ 15,000.00
48	CONNECT TO EXISTING	10.000	EA	$ 2,000.00	$ 20,000.00	30.00	70.00		100	$ 6,000.00	$ 14,000.00	$ 20,000.00
49	MAINLINE CLEANOUT	5.000	EA	$ 4,300.00	$ 21,500.00	60.00	40.00		100	$ 12,900.00	$ 8,600.00	$ 21,500.00
50	AIR RELEASE/VACUUM COMBO VALVE ASSEMBLY	4.000	EA	$ 12,500.00	$ 50,000.00	25.00	75.00		100	$ 12,500.00	$ 37,500.00	$ 50,000.00
51	FLUSHING VALVE	4.000	EA	$ 9,000.00	$ 36,000.00		100.00		100	$ -	$ 36,000.00	$ 36,000.00
52	BURR EAST FORCE MAIN CONNECTION	1.000	LS	$ 21,000.00	$ 21,000.00		100.00		100	$ -	$ 21,000.00	$ 21,000.00
53	JETT'S FARM FORCE MAIN CONNECTION	1.000	LS	$ 11,000.00	$ 11,000.00		100.00		100	$ -	$ 11,000.00	$ 11,000.00
54	MANHOLE RISER EXTENSION	5.000	VF	$ 1,300.00	$ 6,500.00		100.00		100	$ -	$ 6,500.00	$ 6,500.00
55	INTERNAL MANHOLE LINING	90.000	VF	$ 100.00	$ 9,000.00	62.5	37.50		100	$ 5,625.00	$ 3,375.00	$ 9,000.00
56	6" SDR35 PVC LATERAL	200.000	LF	$ 102.00	$ 20,400.00		100.00		100	$ -	$ 20,400.00	$ 20,400.00
57	RECONNECT LATERAL SERVICE CONNECTION	16.000	EA	$ 1,400.00	$ 22,400.00	12.5	87.50		100	$ 2,800.00	$ 19,600.00	$ 22,400.00
58	8"X6" WYE	14.000	EA	$ 420.00	$ 5,880.00		100.00		100	$ -	$ 5,880.00	$ 5,880.00
59	12" STEEL CASING - OPEN CUT	200.000	LF	$ 200.00	$ 40,000.00		100.00		100	$ -	$ 40,000.00	$ 40,000.00
60	16" STEEL CASING - OPEN CUT	80.000	LF	$ 250.00	$ 20,000.00		100.00		100	$ -	$ 20,000.00	$ 20,000.00
61	48" STEEL CASING - OPEN CUT	80.000	LF	$ 1,600.00	$ 128,000.00	100.00			100	$ 128,000.00	$ -	$ 128,000.00
62	TEST PIT EXCAVATION AND BACKFILL	7.000	EA	$ 5,000.00	$ 35,000.00	28.5	71.50		100	$ 9,975.00	$ 25,025.00	$ 35,000.00
63	LAUNCHING/RECEIVING PIT	7.000	EA	$ 9,000.00	$ 63,000.00		100.00		100	$ -	$ 63,000.00	$ 63,000.00
64	ASPHALT TRENCH PATCH (BASE)	80.000	TN	$ 400.00	$ 32,000.00	86.5	13.50		100	$ 27,680.00	$ 4,320.00	$ 32,000.00
65	ASPHALT TRENCH PATCH (WEARING)	60.000	TN	$ 350.00	$ 21,000.00	88.5	11.50		100	$ 18,585.00	$ 2,415.00	$ 21,000.00
66	AGGREGATE FOR BACKFILL	700.000	CY	$ 92.00	$ 64,400.00	53	47.00		100	$ 34,132.00	$ 30,268.00	$ 64,400.00
67	FLOWABLE FILL	50.000	CY	$ 400.00	$ 20,000.00		100.00		100	$ -	$ 20,000.00	$ 20,000.00
68	REMOVE MANHOLE	13.000	EA	$ 1,300.00	$ 16,900.00	100.00			100	$ 16,900.00	$ -	$ 16,900.00
69	CONCRETE CURB REPAIR	10.000	LF	$ 200.00	$ 2,000.00	100.00			100	$ 2,000.00	$ -	$ 2,000.00
70	CONCRETE DRIVEWAY REPAIR	10.000	CY	$ 1,800.00	$ 18,000.00		100.00		100	$ -	$ 18,000.00	$ 18,000.00
71	MISC DIP FITTINGS	500.000	LB	$ 20.00	$ 10,000.00	50.00	50.00		100	$ 5,000.00	$ 5,000.00	$ 10,000.00
72	CLASS B CONCRETE	50.000	CY	$ 500.00	$ 25,000.00	50.00	50.00		100	$ 12,500.00	$ 12,500.00	$ 25,000.00
73	SHORING/STABILIZATION AUGSUTINE AVE	1.000	LS	$ 10,000.00	$ 10,000.00	100.00			100	$ 10,000.00	$ -	$ 10,000.00
					$6,074,000.00					CT$	Ranson$	Total$
									Total $	1,674,291.50	4,399,708.50	$6,074,000.00
										27.56%	72.44%	
									BO Tax %	2.00%	2.00%	2.00%
									Total BO$	33,485.83	87,994.17	$ 121,480.00

C1 - PUBLIC: Free distribution.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-255: Academy and S. Samuel Street Information

ATTACHMENTS:

- Kable Excavating.pdf
- Gantts Excavating Contract.pdf

ESTIMATE

KABLE EXCAVATING, LLC
83 PROSPERITY LANE
RANSON WV 25438
WV032512
VA2705 121818A
OFFICE: 304-724-5477
FAX: 304-724-5480

DATE: August 5, 2022

Attn: Jim Wysong
City of Charles Town
101 E. Washington Street
Charles Town WV 25414

VIA Email: jwysong@charlestownwv.us

JOB NAME/LOCATION: CORNER OF SAMUEL & ACADEMY STREET, CHARLES TOWN WV

WE HEREBY SUBMIT OUR ESTIMATE BASED ON OUR SITE VISIT TO REPAIR STORM MANHOLES AT CORNER OF SAMUEL & ACADEMY STREET, CHARLES TOWN, WV:

- Equipment & Labor
- Materials

TOTAL ESTIMATE $ 4,950.00 PER LOCATION – (2 locations)

We thank you for the opportunity of allowing us to present our estimate and hope to have the pleasure of working you. Please call with any questions you may have regarding the above estimate.

AUTHORIZED SIGNATURE Timothy D. Bowles — **08/05/2022**
Tim Bowles, Estimator & Site Foreman — **DATE**
KABLE EXCAVATING, LLC

Acceptance of Proposal:
AUTHORIZED SIGNATURE(s):

John J. Wysong II 8-9-22
Signature **DATE**

John J. Wysong I Maintenance Supervisor
Printed Name & Title

FROM THE DESK OF RETIRED PROFESSIONAL CIVIL ENGINEER

Theodore R. Welti

September 14, 2023

To: Whom It May Concern
Subject: Drainage at Samuel and Academy Street Intersection
Location: Charles Town, WV

I am writing this letter on behalf of Jane & Alan Zinstein, who's home is across the street from my home. There have been drainage problems at this intersection since we moved here five years ago, but recently, the problem has worsened.

Initially, water draining down the west side of Samuel Street from the south would drop into a hole at the corner in front of the Zinstein's house and then enter a storm pipe. There was no storm inlet grate above this hole. When vehicles pulled in to park there and their drivers didn't see the hole, their passenger-side rear wheel would drop into the hole and the undercarriage of their vehicles would be damaged.

On the east side of the street in front of our house there was a drainage grate made of 2" diameter steel pipes spaced 3/4 to 1 1/2 inches apart. The pipes were bent vertically and laterally and were a danger to anyone on a bicycle that might ride over the inlet. The inlet is not at the low spot of the intersection, which is approximately 30 feet from the corner, while the grate is approximately 10 feet from the corner. This inlet drains approximately 2000 linear feet of Samuel, Hunter, Academy, and possibly Mason streets. On other nearby streets is typical to see an inlet at about 100 feet on center, so this inlet is serving approximately 20 times more area than many others. During extended heavy rains, the inlet would eventually get clogged by debris carried down the street, and then it would make quite a large "lake" until it was deep enough to go over the crown of the street, resulting in much of it going into the hole in front of the Zinstein's house. The lake would eventually drain down to the top of the inlet hours after the rain would stop as it seeped through the clogged debris on top of the inlet. After this, there would still remain a smaller lake at the low spot that would not disappear until it evaporated. During the times this lake existed, it made it difficult or impossible for mail carriers to deliver mail because the sidewalk was flooded; and/or for people to park their vehicles in the parking spaces in front of our house because the water was deep enough to cover their shoes. After the water finished evaporating from the low spots, it would leave a sludgy and sticky residue that would coat your shoes if you tried to use the sidewalk or a street.

When the street was recently re-paved, the crown of the street was raised thereby causing the lake that was formed after heavy rains to be even larger before it could spill over the top of the street. A few months later new manholes were installed at the inlet in front of our house and across the street at the hole in front of the Zinstein's house. The new inlet in front of our house was placed in the same location as the previous one, which is not the low spot. The new inlet in front of the Zinstein's house was placed at the location where the previous hole had been, but its top is 2" above the surrounding surfaces, which means that water much of the water draining toward it goes around it instead of into it. Both inlets were topped with drainage grates that had very narrow openings.

Because of the small openings on the new drainage grates, the street started to flood even after short heavy rains because the openings would get clogged within a few minutes after a rain storm started. And once the water topped the crown of the street and tried to enter where the previous hole had been, it could not get into that inlet. It would bypass the inlet and go down Academy Street for a distance of about 30 feet as an up to 8 foot wide or more "river" and then it would drain off the side of the street into the Zinstein's driveway, to the

401 S SAMUEL ST, CHARLES TOWN, WV 25414 703-431-9693 (MOBILE) TWELTI2004@YAHOO.COM

12 - Pennsylvania *

13 - Texas *

14 - Virginia *

15 - West Virginia (Retired Status)

16 - Wisconsin *

17 - Wyoming *

* Expired

Education

University of Virginia

BSCE, Civil & Structural Engineering · (1973 - 1979)

Honors & Awards**

** See Ted Welti LinkedIn For More Detailed Award Information

Design Excellence Award - National 1st Place Winner*

Creative Use of Concrete Award - Washington DC Metropolitan Area 1st Place Winner*

Innovative Design Award - National Honorable Mention Winner*

INVOICE

DATE
2-28-2014

INVOICE NO
002

Jane and Alan Zinstein
402 S Samuel Street
Charles Town, WV 25414
703-719-0433

City Of Charles Town
Mayor Bob Trainor
101 E. Washington Street
Charles Town, WV 25414
304-725-2311

REPAIRS	402 S SAMUEL ST	PAYMENT TERMS	DUE DATE
		Due on Receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
30 hours-Tom Utterback	Handyman/Restorer Labor	$75.00 per hr.	$2,250.00
7 Boxes Flooring	Waterproof Vinyl Plank	$47.30 per case	$331.10
2	3 -Tier Heavy Duty Shelving	$149.00	$298.00
1	Window Well Cover	$23.52	$23.52
4	Clear Flex Seal	$14.98	$59.92
		Subtotal	$2939.02
		Sales Tax	
		Total	$2,939.02

Claim Acknowledgment

CLAIM #	LOSS DESIG.	ADJ. OFFICE	FIELD OFFICE NAME	REPORTING STATE
6950	LR	007		

CLAIM HANDLER	PHONE NUMBER	SUPERVISOR
JAIMIE WARNER	(610)736-2426	CJL

ACCOUNT INFORMATION

PARENT COMPANY NAME	ACCOUNT NAME
CITY OF CHARLES TOWN	CITY OF CHARLES TOWN

RISK LOCATION ADDRESS	MAILING ADDRESS
WV 25414	PO BOX 14 CHARLES TOWN WV 25414
LOCATION CODE 51M65686ZLP001	

POLICY PROFILE

POLICY FORM	POLICY NUMBER	EFFECTIVE DATE
ZLP	C	08/01/2022

LOSS ACCIDENT INFORMATION

DATE OF ACCIDENT	CALLER NAME	ACCIDENT LOCATION
07/14/2023		402 S SAMUEL ST CHARLES TOWN WV 25414
TIME OF ACCIDENT	CALLER PHONE NUMBER / EXT	
DATE REPORTED	CALLER TYPE	
07/14/2023	1	

DESCRIPTION OF ACCIDENT

ON 7/14/2023, FLOODING OCCURRED AT 402 S SAMUEL ST CHARLES TOWN WV 25414 AT THE HOME OF JANE AND ALAN ZINSTEIN DUE TO INADEQUATE DRAINAGE.

Kimley»Horn

September 23, 2024

Ms. Cindy Rezner
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: 5G Engineering Services - On Call Contract – E Academy Street at S Samuel Street Drainage Analysis and Improvement Design

INTRODUCTION

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this task order proposal to the City of Charles Town (City) for professional services to analyze the existing drainage patterns and design stormwater runoff focused intersection improvements at E Academy Street at S Samuel Street Drainage Analysis and Improvement Design. Our project understanding and proposed scope of services, schedule, and fee for our services are discussed below.

PROJECT UNDERSTANDING

In coordination with the City, Kimley-Horn understands the desire for the drainage improvements by improving the existing grate inlets on the east and west side of Academy Street south of S Samuel Street to include a concrete channel to convey runoff to the actual sag point on the east side of Academy Street, and providing new curb and gutter for approximately 220 feet along Samuel Street to a new curb inlet to convey flow through the storm sewer system to handle the 10-year design storm event. This improvement is limited to drainage network improvements at the intersection.

Kimley-Horn understands that the City is requesting Kimley-Horn's assistance in completing a drainage area and runoff analysis of the existing drainage areas flowing to the grate inlets at the intersection and developing final design documents to complete the E Academy Street at S Samuel Street Drainage Analysis and Improvements project. Kimley-Horn will provide the information and supporting materials to the City as described in the scope of services below.

SCOPE OF SERVICES

Based on the above project understanding, this proposed scope of services will be provided by a team of people within Kimley Horn. Mark Phillips will lead this project and be the primary point of contact (POC) for this work.

Specific tasks to be completed as part of this project are outlined as follows:

Task 1 – Project Management

This task includes the anticipated project meetings; coordination with the City; and routine project management activities including monthly project invoicing.

1.1 – Kickoff Meeting: Kimley-Horn will facilitate a meeting with the City to confirm the scope of this project. Kimley-Horn will prepare the agenda, attend the meeting, and follow up with meeting notes. Kimley-Horn will conduct a site visit with the City and other interested parties at the time of the kickoff meeting to identify any specific issues or concerns with the proposed improvements. If additional services are identified at this meeting, a new task order amendment will need to be approved prior to starting the additional work.

1.2 – Project Coordination: Kimley-Horn will participate in up to two (2) calls with the City to review project progress and related issues. Kimley-Horn will participate in up to one (1) coordination meeting with the City and other stakeholders (WVDOH and Property Owners) as necessary throughout the course of the project.

Task 1 Deliverables:

- *Kickoff meeting materials and notes*
- *Progress meeting materials and notes*

Task 2 – Information Gathering

Kimley-Horn will complete a review of relevant available plans from nearby developments and road projects that are pertinent to the project. Kimley-Horn assumes the City will provide the latest plans and CAD files for any ongoing projects in the vicinity of the project.

2.1 – Existing Conditions Survey: Kimley-Horn will utilize our subconsultant, GRS Group LLC, to complete a detailed topographic and right-of-way survey. Survey will be completed within the limits of the project site. Topographic survey will reflect manmade and natural features and visible utilities within the limits of each project site. Elevations will be obtained at a twenty-five (25) foot interval with contours being generated at a one (1) foot interval. Trees, 4" diameter at breast height or larger and wetlands, if marked, will be located at the time of the survey. Underground utility information to be included in survey file will be based upon surface features and utility company markings. GRS does not guarantee the underground utilities shown will include all the utilities in the area, either in service or abandoned. GRS does not certify that the utilities will be shown in the exact location, however GRS will locate the utilities based upon the available information. This information will be collectively analyzed and compiled into an appropriately scaled AutoCAD 2018 drawing document from which existing conditions plans for each project site will be prepared.

Task 3 – Drainage Area and Outfall Analysis:

Kimley-Horn will prepare a study to identify the existing drainage area to both grate inlets along Academy Street at the subject intersection including the sub-area to each individual inlet including curve number, time of concentration, and flow for the 1, 2, 10, and 100-year storm event. Kimley-Horn will identify the drainage area to each inlet utilizing the available contour data from the Jefferson County GIS and the topographic survey data provided in Task 2. Kimley-Horn will then utilize the TR-55 drainage area analysis to determine the design flows to each respective inlet.

Kimley-Horn will document the analysis and findings in a brief memorandum (no more than 4 pages) summarizing the design criteria and results of the analysis and design storm events. The memorandum will include the TR-55 as an attachment along with a map of the drainage area. Kimley-Horn assumes a draft submission to the City with one round of comments. Upon addressing the comments Kimley-Horn will submit a final memorandum.

Task 3 Deliverables:

- *Drainage Analysis Memorandum (PDF – Draft and Final)*

Task 4 – Detailed & Final Design Plans:
Kimley-Horn will prepare detailed design construction plans for the project. The improvements will be prepared in accordance with the latest edition of the West Virginia Erosion and Sediment Control Best Management Practice Manual, Jefferson County Stormwater Management Ordinance, 2012 AASHTO Guide for the Development of Bicycle Facilities, 2004 AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, the 2011 AASHTO Green Book, ADA Design Standards, and the City of Charles Town Subdivision and Land Development Ordinance. It is assumed that project improvements are generally limited to those improvements necessary to implement the sidewalk.

It is assumed that no stormwater quality or quantity criteria will be required as the project will disturb less than 5,000 SF. No stormwater management facilities are proposed.

It is assumed that the drainage structures will be designed to meet the 10-year design storm event as analyzed and calculated in Task 3.

Task 4A – Detailed 90% Design Plans:

The Detailed Design Plans will depict the following:

- Title Sheet including Location Map and Sheet index
- Typical Section(s) and General Notes
- Geometric Layout and Survey Reference Points Sheets
- Temporary Traffic Control Plans
- Plan & Grading Detail Sheet
- Final Drainage Layout (conveyance only, no stormwater management facilities are assumed to be required for the project)

- Final Drainage Calculations (Adequate Outfall, SWM Narrative)
- Drainage Descriptions (Included on Plan Sheets)
- Drainage Profiles
- Existing Conditions & Demolition Plan Sheets
- Single Phase Erosion and Sediment Plans and Notes and Detail Sheets
- Pavement Marking and Signage Plans
- Cut and fill limits of construction
- Quantities and Opinion of Probable Cost estimated in MS Excel format for Preliminary Plans

Kimley-Horn will develop the design of ditches and channels, and erosion and sediment control (ESC) and will include these items in the design plans. Drainage and erosion and sediment control information required by the City will also be included on the design plans.

Kimley-Horn will compile drainage computations, including pre-, and post-development discharges, capacities, and supporting data such as drainage areas (with maps), ground cover calculations, etc. in a drainage narrative to be provided with the plan submissions. This outfall analysis will provide pre and post 10-year storm calculations for the project. Kimley-Horn will address one round of comments, per submission, received from the City during the plan reviews at these stages.

Kimley-Horn will provide the Detailed Design Plans as a submission to the City for review and comment. Improvements will be submitted as one plan set. It is understood that the City will be responsible for the coordination and cost to acquire any and all easements or right-of-way on the project. Kimley-Horn will provide up to one consolidated round of plan changes to accommodate property owner requests. Further changes will be subject to a contract amendment.

Task 4A Deliverables:

- *Detailed Design Plans (90% Plans) – PDF format submitted electronically*
- *Detailed Design Plans Engineer's estimate – Excel and PDF format submitted electronically*
- *Detailed Design Plans (90% Plans) Comment Response Forms – PDF and Word submittal*

Task 4B – Final Design

4B – Final Design Plans (100% Plans): Final Design Plans will be developed by Kimley-Horn to 100% completion stage and will be used for construction. In addition to the plan sheets that were submitted with the Detailed Design Plans (90% Plans), the following elements of the plan assembly will be submitted:

- Updated plan sheets addressing City comments
- Revision Data Sheet
- Signed and Sealed Plans
- Quantity estimated in MS Excel format for Final Plans

Information that was provided in the Detailed Design Plans will be revised as necessary and provided on the Final Design Plans.

Kimley-Horn will provide the Final Design Plans with the plan submission for the Final Construction Design Phase. One round of comments from the City received during the plan reviews at this stage will be addressed if determined to be appropriate. Once one round of comments from the City are addressed, Kimley-Horn will make a final submission of plans to the City along with a request to advertise the project for construction.

Drainage Design will be performed in accordance with the latest edition of the WV DOH Design Directives Section 500, West Virginia Stormwater Management and Design Guidance Manual, West Virginia Erosion and Sediment Control Best Management Practice Manual, 2013 Virginia Stormwater Management Handbook, Jefferson County Stormwater Management Ordinance, and City of Charles Town Subdivision and Land Development Ordinance Article 1334.

The City of Charles Town must comply with the Chesapeake Bay Preservation Act and West Virginia Stormwater Management Program (WVSMP) Regulations. It is assumed that this project will disturb less than 5,000 square feet and be exempt from WVSMP regulations, and Stormwater Pollution Prevention Plan (SWPPP) requirements. Water quantity and quality requirements are assumed to be waived due to the lack of right-of-way for the installation of stormwater management facilities.

RESPONSIBILITIES OF THE CITY

It is assumed that the City will provide the following:

- Coordination with WVDOH, and Jefferson County as necessary
- Timely review of project submittals, in accordance with the project schedule

ADDITIONAL SERVICES

The following services are not included in the scope of services but can be provided as additional services if required and authorized by the City. Compensation for additional services will be agreed to prior to their performance:

- Project Specifications
- Utility coordination and relocation, It is assumed that no utility relocation will be necessary as a result of this project.
- Stormwater Management/BMP Design. It is assumed that nutrient credits will be acquired for the project
- Design Waivers/Exceptions
- Easement acquisition and Plat services

- No easement acquisition or plats are assumed with this minimized scope.
- Environmental permitting, NEPA, and Historic Architecture or Archaeological Surveys
- Public Outreach and Public Meetings
- Public Utility (water and sewer) design
- Geotechnical Analysis and borings (It is assumed no geotechnical design or assessment is required)
- Right of Way acquisition support (It is assumed the City will utilize the plats provided to acquire easements and right-of-way)
- Traffic Signal Plans, Lighting Design, or Electrical Design
- Landscaping Plans
- Retaining wall design
- IFB and Contract Documentation
- Bidding and Construction Phase Services.

Schedule:
It is understood that Kimley-Horn will complete this task order on a mutually agreeable schedule with the intent of submitting the final plans before the due date based on the funding deadlines.

FEE

Kimley-Horn will perform the scope of services described above on a lump sum basis not to exceed **$31,500.00**. This fee estimate uses the approved rate schedule from Kimley-Horn's 5G Engineering Services On-Call Contract.

Task	Fee
1 – PM and Coordination	$3,500.00
2 – Information Gathering	$6,000.00
3 – Drainage Analysis	$4,000.00
4 – Final Design	$17,500.00
Expenses	$500.00
Total	**$31,500.00**

CLOSURE

Kimley-Horn appreciates the opportunity to provide these services to you. Please contact Kimley Horn Project Manager, Mark Phillips at Mark.Phillips@kimley-horn.com or 703-870-3631 with any questions.

Very truly yours,
KIMLEY-HORN & ASSOCIATES, INC.



Mark Phillips, P.E.
Contract Manager

City of Charles Town
SIGNED:

PRINTED NAME: _____

TITLE:_____

DATE: _____

ATTACHMENTS

1. Standard Provisions
2. Kimley-Horn – Concept Sketch

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
   d. Arrange for access to the site and other property as required for the Consultant to provide its services.
   e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Consultant as follows:
   a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
   c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
   d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
   e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction"

or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.

7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated

for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) **Construction Phase Services.**

a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not

assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

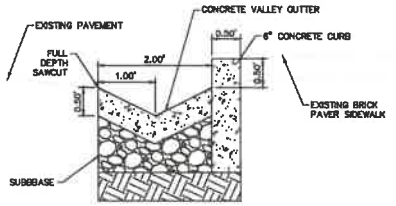
19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE N/A, AERIAL IMAGERY VIA GOOGLE EARTH
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

REVISED	STATE	PROJECT	SHEET NO.
	WV	110894000	1 OF 1

Kimley-Horn
Reston, Virginia
Roadway Engineer





SECTION A-A – CONCRETE VALLEY GUTTER

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY

S. SAMUEL STREET AND E. ACADEMY STREET DRAINAGE IMPROVEMENTS

CHARLES TOWN, WEST VIRGINIA

GRAPHIC SCALE IN FEET
0 10 20 40

PROJECT	SHEET NO.
110894000	1 OF 1

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 715557
Account Number:	2073089159554	PHILADELPHIA, PA 19171-5557
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

CITY OF CHARLES TOWN, WV
ATTN: ALISSA MEEKS
101 E WASHINGTON STREET
CHARLES TOWN, WV 25414

Federal Tax Id: 56-0885615
For Services Rendered through Oct 31, 2024

Invoice Amount: $20,225.00

Invoice No: 29448345
Invoice Date: Oct 31, 2024

Project No: 110845005.1
Project Name: S ACADEMY ST DRAINAGE
Project Manager: PHILLIPS, MARK

Client Reference: UNKNOWN
UNKNOWN

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PM AND COORDINATION	3,500.00	75.00%	2,625.00	0.00	2,625.00
INFORMATION GATHERING	6,000.00	100.00%	6,000.00	0.00	6,000.00
DRAINAGE ANALYSIS	4,000.00	65.00%	2,600.00	0.00	2,600.00
FINAL DESIGN	17,500.00	50.00%	8,750.00	0.00	8,750.00
EXPENSES	500.00	50.00%	250.00	0.00	250.00
Subtotal	**31,500.00**	**64.21%**	**20,225.00**	**0.00**	**20,225.00**
Total LUMP SUM					**20,225.00**

Total Invoice: $20,225.00

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 715557
Account Number:	2073089159554	PHILADELPHIA, PA 19171-5557
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

CITY OF CHARLES TOWN, WV
ATTN: ALISSA MEEKS
101 E WASHINGTON STREET
CHARLES TOWN, WV 25414

Federal Tax Id: 56-0885615
For Services Rendered through Oct 31, 2024

Invoice Amount: $6,895.23

Invoice No: 29999303
Invoice Date: Oct 31, 2024

Project No: 110845002.3
Project Name: ADDTL CHARLES TOWN SUP
Project Manager: PHILLIPS, MARK

Client Reference:

HOURLY NOT TO EXCEED

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
01GENERAL LABOR FOR PLANNING AND SITE REVIEWS	111,731.23	85,571.18	78,675.95	6,895.23
02EXPENSES	88.08	88.08	88.08	0.00
Subtotal	**111,819.31**	**85,659.26**	**78,764.03**	**6,895.23**
Total HOURLY NOT TO EXCEED				**6,895.23**

Total Invoice: $6,895.23

If you have any questions, please contact Lorena King at (571) 397-2638 or Lorena.King@kimley-horn.com

23LIK

Kimley»Horn

Labor and Expense Detail

CITY OF CHARLES TOWN, WV
ATTN: ALISSA MEEKS
101 E WASHINGTON STREET
CHARLES TOWN, WV 25414

Invoice No: 29999303
Invoice Date: Oct 31, 2024

Project No: 110845002.3
Project Name: ADDTL CHARLES TOWN SUP
Project Manager: PHILLIPS, MARK

HOURLY NOT TO EXCEED

Task	Description	Hrs/Qty	Rate	Current Amount Due
01GENERAL LABOR FOR PLANNING AND SITE REVIEWS	ARCHITECT/ENGINEER 1	2.0	212.00	424.00
	JR ARCHITECT/ENG 1	5.0	122.00	610.00
	PRINCIPAL	12.0	262.00	3,144.00
	PROFESSIONAL	19.0	122.00	2,318.00
	PROJECT ADMINISTRATION	1.0	96.00	96.00
	ALLOCATION			303.23
TOTAL 01GENERAL LABOR FOR PLANNING AND SITE REVIEWS		**39.0**		**6,895.23**
TOTAL LABOR AND EXPENSE DETAIL				**6,895.23**

This page is for informational purposes only. Please pay amount shown on cover page.

23LIK

CONTRACT

THIS CONTRACT Is made and entered this 31st day of January, 2025, by and between **GANTT'S EXCAVATING AND CONTRACTING, INC.**, a corporation, having its principal office at 2754 Tabler Station Road, Martinsburg, WV 25403, hereinafter called "Contractor", and **City of Charles Town**, a corporation, having its principal place of business at 101 E. Washington St. Charles Town WV 25414, hereinafter referred to as "Owner."

For and in consideration of the terms, provisions, and covenants herein contained, the Contractor and Owner hereby mutually agree as follows:

ARTICLE I. SCOPE OF WORK

1.1 The project name and location of the project is:

Drainage Improvements, E. Academy Street and S. Samuel Street

1.2 Contractor shall provide all material and labor necessary to perform the following scope of work (hereinafter "the Work"):

See Attachment A

1.3 Contract documents: Contractor's **Scope - Proposal** for the Work is attached as ***Attachment A.*** Owner agrees that the attached Proposal is satisfactory and is hereby accepted. Contractor is authorized to do the Work as specified in the attached Proposal. Furthermore Owner agrees to and accepts the terms, scope of work, general conditions and

limitations of the attached proposal and agrees it is specifically made a part of this Contract. No other documents are included as part of this Contract, except as listed here: [IF NONE, STATE NONE] ATTACHMENT A

_____

_____

_____

ARTICLE II. TIME FOR PERFORMANCE

2.1 The Work shall be commenced on or before: Feb 24, 2025. The Contractor shall achieve substantial completion of the Work on or before: April 30, 2025, subject to adjustments of this "Contract Time" as provided in the Contract Documents. In addition to and without limiting other provisions in the Contract Documents relating to the Contract Time, the Contractor's time for performance may be extended for a reasonable time as agreed in writing by the Parties. If Contractor is delayed in the completion of the Work by causes beyond the Contractor's control, including changes in the Work ordered by the Owner, fire, flood or other casualty not reasonably foreseeable or avoidable, labor or material shortage due to global pandemic, acts of God, force majeure, or unforeseeable conditions. Furthermore, Owner acknowledges that, in the event of labor disputes, Contractor will not cross picket lines; and Owner agrees to extend the Contract Time by the same period of time that labor dispute ensues. The date of Substantial Completion is defined as the date on which the Work is accepted by the Owner as sufficiently complete, in accordance with the Contract Documents, so that the Owner may use the space where the work is being performed for its intended use.

2.2 If Contractor is delayed in its performance of the Work by changes ordered in the Work, labor disputes, fire, flood or other casualty not reasonably foreseeable or avoidable, labor or material shortage due to global pandemic, acts of God, force majeure, or any other cause or causes beyond Contractor's reasonable control, Contractor shall be entitled to a reasonable extension of the Contract Time commensurate with the extent of the delay or delays.

2.3 It is specifically understood and agreed that Contractor will not be liable for liquidated damages or for production delays for its work on the project.

ARTICLE III. PAYMENT TERMS

3.1 The Owner shall pay Contractor as set forth in the attached Proposal.

3.2 Owner agrees to pay Contractor for materials ordered within thirty (30) days of the date of Contractor's invoice.

3.3 If a down payment is required, the down payments will be made as outlined in the attached Proposal and within the dates specified.

3.4 Monthly billing, including work order/change order invoices, shall be presented to Owner's office on or about the 20th of the month, and payment is due to Contractor within thirty (30) days of the invoice date for percentage of work completed, plus the cost of any materials ordered by Contractor for the project.

3.5 Late fees of one and one half percent (1 ½%) per month will be assessed on any balance which is not paid by the due date.

3.6 From time to time, Change Orders may be required. Owner agrees that, if a Change Order is required to complete the work, Owner will pay the mutually agreed amount in the same time frame as specified in the Proposal for other invoices.

3.7 If payments are not made by Owner in the normal course, Contractor shall be entitled to recover its attorney fees, plus fifteen percent (15%).

3.8 No retainage shall be withheld.

ARTICLE IV. OWNER'S OBLIGATIONS

4.1 Owner shall provide training to Contractor and its Subcontractors regarding all, known to owner site-specific hazards prior to commencement of the Work.

4.2 Owner shall ensure that Contractor has free access to the site during normal work hours, and during such additional hours as may be required by the Contractor to perform its Work.

4.3 Owner shall ensure that access to the site and the site are free of hazards known to the owner.

ARTICLE VII. INSPECTION

7.1 The Owner shall have the right to inspect the Work during all phases of construction. However, for safety reasons, Contractor shall accompany Owner on any inspections.

ARTICLE VIII. WARRANTY, CORRECTION OF WORK

8.1 Contractor shall provide a one-year warranty on all its Work for Owner. Within that one-year period, Contractor will promptly correct any and all Work performed under this Contract that is: (i) rejected by the Owner; or (ii) found as failing to conform to the requirements of the Contract Documents. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that Contractor might have under the Contract Documents.

ARTICLE IX. TERMINATION

9.1 If the Owner fails to make payment when due, Contractor may, upon five (5) days' written notice to Owner, terminate the Contract and recover from the Owner payment for Work executed to date, plus the cost of any materials already ordered or purchased by Contractor for the project.

ARTICLE X. DISPUTE RESOLUTION

10.1 Any and all disputes arising out of this Contract shall be filed in any Court in the jurisdiction where the Project is located. No suit may be filed, however, until the parties have attempted to mediate the dispute with a mediator chosen by mutual agreement of the parties. The mediation shall be held within 30 miles of where the Project is located, unless the parties agree otherwise.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.1 This Contract shall be governed by the laws of the State of West Virginia.

11.5 The failure of either party to this Contract to insist upon performance of any term or condition of this Contract shall not be deemed a waiver of that term or condition thereafter.

11.6 The terms, promises, covenants, and agreements contained in this Contract shall apply to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

11.7 In any action or proceeding to enforce or interpret the provisions of this Contract, the prevailing party in such action or proceeding shall be entitled to recover, in addition to any other available relief, its reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this 31st day of January, 2025.

CITY OF CHARLES TOWN

By: Cindy Rezmer [Authorized signature and date]

Cindy Rezmer PRINTED NAME AND TITLE

GANTT'S EXCAVATING AND CONTRACTING, INC.

By: Janesa R Smith [Authorized signature and date]

JANESA R. SMITH, PRESIDENT

ATTACHMENT A

GANTT'S EXCAVATING & CONTRACTING INC.

Small, Women and Minority-Owned Business (SWAM) Certified in WV

SCOPE - PROPOSAL

Date: 12/20/24
Client: City of Charles Town
Attn:

Plans By: *Kimley Horn*
Plan Date: *11/18/2024*
Latest Revision
Plan sheets *Sheets 1 - 4B*
Addendum:
RFI Answers Dated:

Project: **Storm Drain Improvements - E. Academy St. & S. Samuel St.**

West Virginia Contractor License Number (WV12067)

Please accept our contract to furnish and install the following scope of work for the following price;

Mobilization / Erosion & Sediment Control					**$ 31,100.00**
-- *Mobilization*		*1*	*ls*		
-- *Const. Stakeout*		*1*	*ls*		
-- *Test Pitting*		*1*	*ls*		
-- *Traffic Control*		*1*	*ea*		
-- *Inlet Protection*		*2*	*ea*		
-- *Inlet Protection - Phase 2*		*1*	*ea*		
-- *Permanent Seed & Straw*		*167*	*sy*		
-- *E&S Removal*		*1*	*ls*		
Demolition					**$ 5,000.00**
-- *Demo asphalt*		*900*	*sf*		
-- *Demo concrete*		*700*	*sf*		
-- *Demo curb & gutter*		*100*	*lf*		
-- *Demo brick sidewalk*		*1*	*ls*		
Site Excavation / Grading					**$ 23,500.00**
-- *Import Topsoil*		*10*	*cy*		
-- *Topsoil Return*		*10*	*cy*	*(average 6" depth)*	
-- *Cut to Truck & Export*		*81*	*cy*		
-- *Grading for All Areas*		*2,082*	*sf*		
Storm Sewer & Accessories					**$ 13,300.00**
-- *15" CL III RCP*		*19*	*lf*		
DI 1's, MH 1's Complete & Installed					
-- *Str. 3-1 - DI 1*	*2.59*	*1*	*ea*		
-- *Str. 3-2 - MH 1*	*2.37*	*1*	*ea*		

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Martinsburg, WV 25402
304-229-6515

Storm Drain Improvements - E. Academy St. & S. Samuel St. 12/20/24

Site Concrete				**$ 49,500.00**
– *Curb & Gutter*	*150*	*lf*		
– *Header Curb*	*130*	*lf*		
– *4" Sidewalks*	*112*	*sf*	*(Includes HC Warning Surface)*	
– *V-Ditch*	*80*	*lf*		
– *Driveway Entrance*	*80*	*sf*		
– *Brick Paver Sidewalk*	*560*	*sf*		
Asphalt Paving				**$ 15,600.00**
Pavement	*111*	*sy*		
– *6" Stone Base*	*37*	*tons*		
– *1.5" Final Asphalt*	*111*	*sy*		
– ***Striping & Signage***	*1*	*ls*		
– ***All work done during normal business hours (day time)***				
– ***All contracts must have escalation clause included.***				
– ***WVDOT Asphalt / Fuel Index for December 2024-May need to be adjusted at time of work***				
Rock Excavation				**$ 1,600.00**
– *Trench Hoe-ramming*				
			Total	**$ 139,600.00**

Qualifications

– *This proposal is based for the work described above and based on the provided plans.*

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PO Box 974
Martinsburg, WV 25402
304-229-6515

General Conditions

1. *Prices are based on one move-in and continuous operation to completion*
2. *Prices are based on a clear working area from building materials, stockpiles, other contractor equipment and vehicles and subsequent trash and debris.*
3. *Prices are based on a reasonable sequence of construction.*
4. *Utilities required to be removed or relocated by others, shall be completed prior to work commencing within the areas affected by the utilities.*
5. *The pipeline backfill will be performed in accordance with current local governing minimum standards except that the first lift thickness will be adjusted to allow for the compaction equipment utilizing and the protection of the pipe. It has been assumed to utilize the excavated material for backfill without liming, disking, wetting, aeration or manipulation to attain the proper moisture content or gradation for compaction.*
6. *The Owner is required to furnish our safety representative with any environmental engineering, preblast surveys, or monitoring information that has occurred or will occur during the development of this project.*
7. *The lines and structures will initially be left clean and any subsequent flushing or cleaning due to erosion control failure, lack of maintenance, or act of God, is the responsibility of the Owner.*
8. *Gantt's Excavating & Contracting, Inc. shall not be responsible for failure to complete the contract or for delays in performance by reasons of circumstances beyond its control, including but not limited to strikes, differences with workmen, fire, flood, embargo, weather conditions, war, governmental regulations, preferences of properties for government and other orders, or shortage of raw materials, fuel, labor or transportation.*
9. *Gantt's Excavating & Contracting, Inc. will not be responsible for repairs, work not completed, settlement of trenches, adjustment or misalignment of structures and pipe after 90 days of installation should completion of work be delayed or deferred by the Owner.*
10. *The Owner is to supply Gantt's Excavating & Contracting, Inc. With a minimum of four (4) sets of approved plans and minimum of four (4) copies of subsequent revisions for our use.*
11. *Certificates of insurance will be issued upon request.*
12. *Due to the volatility of price and availability of material and fuel, ALL prices for materials are for estimating only. Once this proposal is accepted prices on material will be obtained and the contract price adjusted accordingly.*
13. *The proposal, once accepted is non-assignable without the prior written consent of Gantt's Excavating & Contracting, Inc.*
14. *Positive drainage can not be guaranteed on pavement design with less than a 2% slope.*

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Martinsburg, WV 25402
304-229-6515

Scope of work excludes the following items unless otherwise noted on the proposal.

- *Retaining wall construction, excavation, backfill or related work.*
- *Preblast survey, Blasting, Hoe ramming.*
- *Traffic light installations and or adjustments.*
- *Site lighting conduit, wire or pole bases.*
- *Electric, phone, cable, conduits and or wire.*
- *Permit, Inspection, tapping and utility user fees*
- *Geotechnical, compaction, material or soil testing.*
- *Excavation, processing, handling, or transporting contaminated soils.*
- *Engineering, stakeout and/or as-built drawings*
- *Tree or shrub planting, transplanting or other landscaping work.*
- *Performance or payment bonds*
- *Excavating or replacing over blast areas*
- *Any existing utility relocation not shown on the plans*
- *Geotechnical recommendations*
- *Safety fence, Snow fence or tree protection.*
- *Maintenance or Removal of erosion controls after construction begins by others.*
- *Wash rack and/or water supply for wash rack.*
- *Undercutting below planned subgrade in cut areas, or below 6" inches topsoil depth in fill areas.*
- *Rework due to disturbance or damage by others*
- *Off-site borrow or disposal unless noted otherwise.*
- *Select backfill*
- *Drying, liming, disking, wetting or manipulation to attain proper moisture content or gradation of subgrade, embankment and / or any and all fill material / trench backfill placed on site.*
- *Excavation of unsuitable soils or poor bearing capacity soils below design subgrade.*
- *Maintenance of grass areas or any watering.*
- *Roadway, sidewalk or foundation under drains.*
- *Handrails, guardrails, fencing.*
- *Sheeting or shoring.*
- *Regrading or de-silting of permanent ponds or ditches.*
- *Abandonment of existing wells or septic systems.*
- *Removal of spoils generated by others.*
- *Interior manhole coating (existing or proposed manholes)*
- *Footing and pit excavation and backfill.*
- *Gravel base under building and or structures*
- *Downspout boots are not supplied by Gantt's Excavating*
- *Anything else not specifically included.*

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Martinsburg, WV 25402
304-229-6515

Payments

- *Total monthly billings, including work order/change order invoices, shall be presented to your office on or about the last day of the month and payment is due within thirty (30) days of invoice for percentage of work completed, included material on hand. A charge for late payment of one and one-half (1-1/2) percent per month will be assessed on any balance which is unpaid after the due date. If payments are not made in the normal course, Gantt's Excavating & Contracting, Inc. shall be entitled to the reasonable costs of collection including attorney's fees plus fifteen (15) percent.*
- *No retainage is to be withheld for any Work performed by Gantt's Excavating & Contracting, Inc. including work performed on a work order/change order basis.*

Acceptance of Proposal

- *The proposal is satisfactory and is hereby accepted. You are authorized to do the work as specified herein. Down payment and payment will be made as outlined and within the dates specified. The terms, scope of work, general conditions and limitations of this proposal shall be part on the final Contract between Gantt's Excavating & Contracting, Inc., and the accepting party. Itemized invoicing will occur on a monthly basis on Gantt's Excavating & Contracting, Inc. computerized format. In the event of conflict between this proposal and any portions of the final Contract, it is understood and agreed that the provisions of this Proposal as accepted will control.*

Signature Cindy Rayman

Date of Acceptance 1-14-2025

ACCEPTANCE OF CONTRACT

Gantt's Excavating & Contracting, Inc.

By: Janesa A Smith

Date of Acceptance 12/20/24

Gantt's Excavating Contracting, Inc.
PO Box 974
Martinsburg, WV 25402
304-229-6515

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michelle Sadat
Advocate Insurance Group, LLC 111 s Queen St Martinsburg WV 25401	PHONE (A/C, No, Ext): (304) 596-2429 FAX (A/C, No): E-MAIL ADDRESS: mc@advocate-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ERIE INS CO	26263
INSURER B : ERIE INS PROP & CAS CO	26830
INSURER C : ERIE INS EXCHANGE	26271
INSURER D : ERIE INSURANCE CO. OF NY	16233
INSURER E : FLAGSHIP CITY INS. CO	35585
INSURER F :	

INSURED
GANTT'S EXCAVATING & CONTRACTING INC
2754 TABLER STATION ROAD
P.O. BOX 974
MARTINSBURG WV 25402-0974

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD DED $2500 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	Q61-0197723	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	Q07-5140217	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM/UIM	$ 1,000,000 $ $ $ $ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	Q31-5170469	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	Q91-0105375 INCL VA & WV	07/01/2024	07/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability coverage for contractors designated sites			Q61-0197723	07/01/2024	07/01/2025	Each occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: East Academy & South Samuel St Storm Drain Improvements

Location of Project: East Academy & South Samuel St Charles Town, WV

CERTIFICATE HOLDER
City of Charles Town
101 E. Washington St
Charles Town, WV 25414

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michelle Sadat

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-256: Mr. Tolbert Public Comment Handouts

ATTACHMENTS:

- Charter Cheat Sheet PP Febuary 18 2025 pptx.pdf
- ARTICLE_169.___UTILITY_BOARD.pdf

Charters Using Their Own Documents

February 18, 2025.

Michael Tolbert

Part 1

The 35th State - West Virginia

Answer: Yes.

Question: Before we get into charters, lets start at the beginning. I've heard dissenting views. Is West Virginia an actual state?

Proof: https://www.wvencyclopedia.org/entries/545

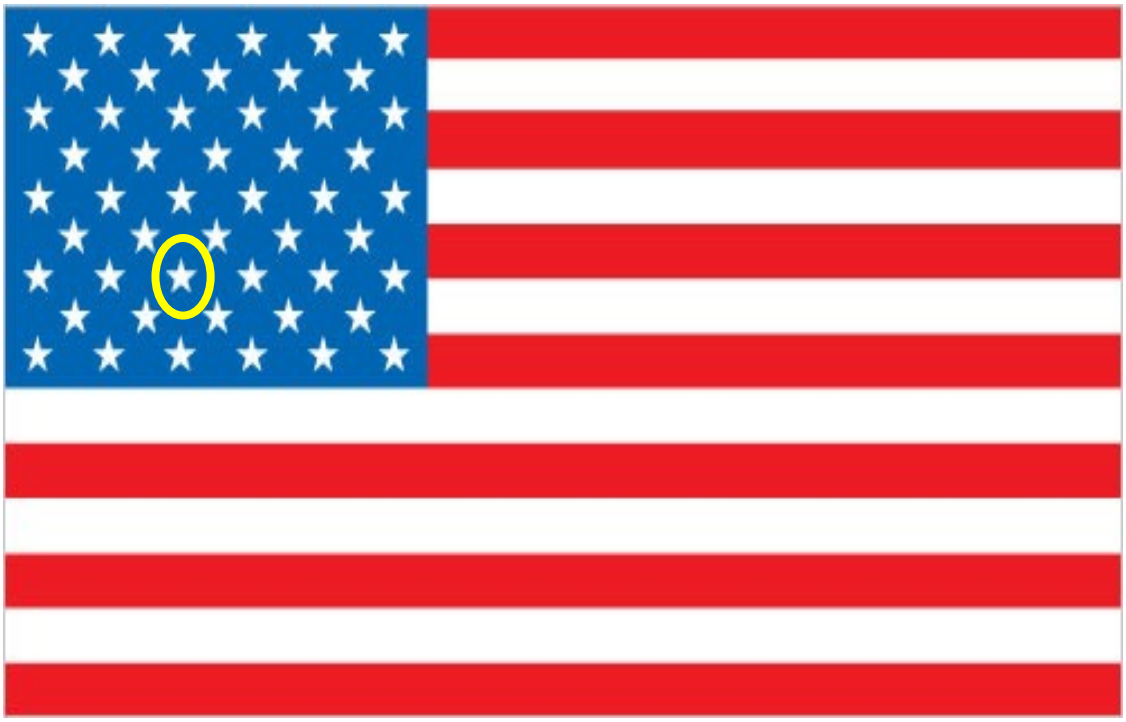




Answer: Yes. from the top left, count 35 stars.

Question: Provide proof that West Virginia is an actual state?

Proof: https://www.state.gov/us-flag/

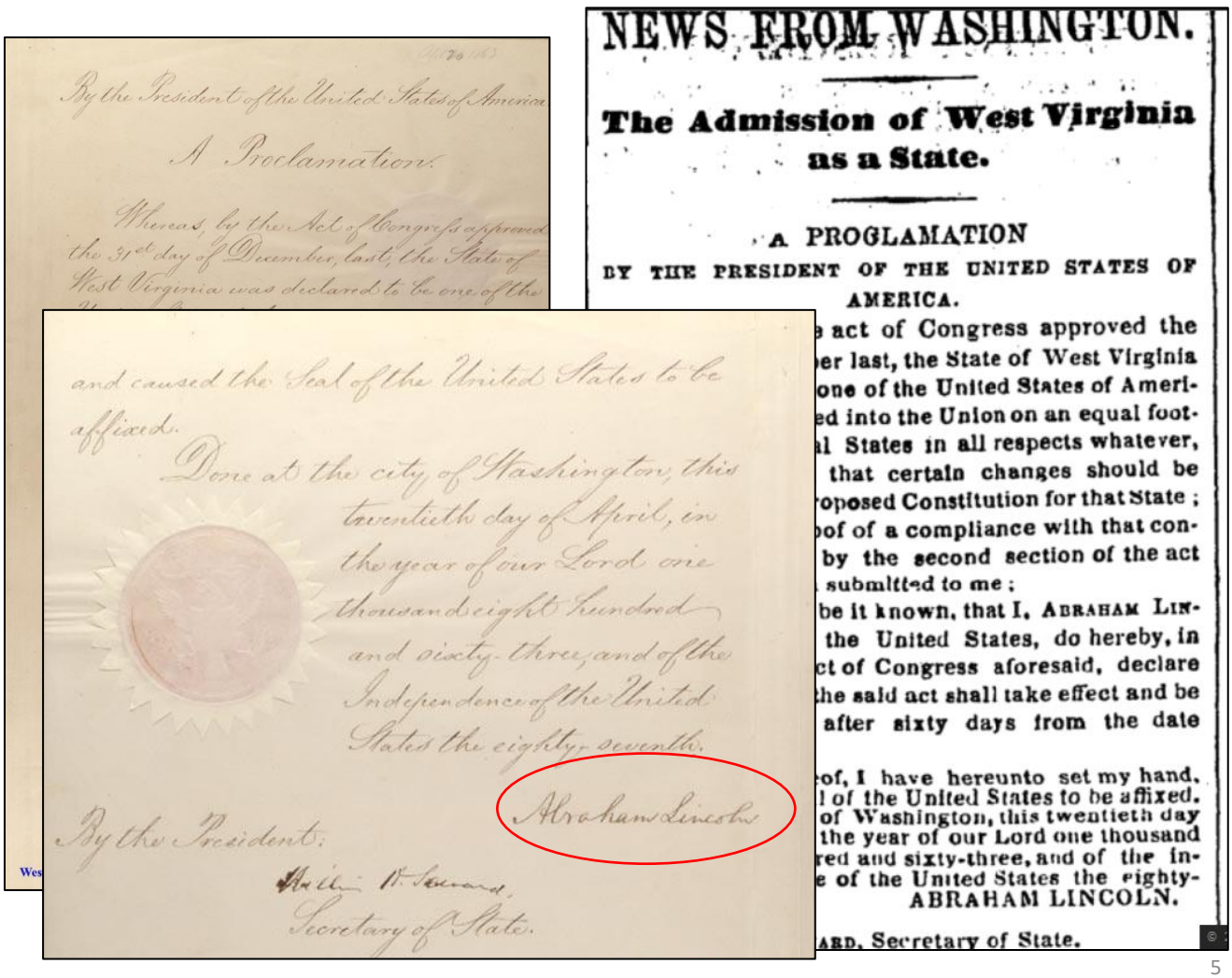


Answer: Click links below.

Question: Provide even more proof that West Virginia is a state?

Proof:

- https://archive.wvculture.org/history/statehood/statehoodproclamation.html
- https://encyclopediavirginia.org/entries/west-virginia-creation-of/
- https://archive.wvculture.org/history/statehood/statehoodtoc.html
- https://archive.wvculture.org/history/statehood/primarydocuments.html
- https://www.archives.gov/legislative/features/west-virginia#:~:text=Lincoln%20signed%20the%20bill%20admitting,state%20on%20June%2020%2C%201863.
- https://guides.loc.gov/west-virginia-state-guide/digital-collections
- https://www.wvencyclopedia.org/entries/1506
- https://www.nytimes.com/1863/04/22/archives/news-from-washington-the-admission-of-west-virginia-as-a-state-a.html



NEWS FROM WASHINGTON.

The Admission of West Virginia as a State.

A PROCLAMATION

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

...e act of Congress approved the ...er last, the State of West Virginia ...one of the United States of Ameri... ...ed into the Union on an equal foot... ...l States in all respects whatever, that certain changes should be ...oposed Constitution for that State; ...of of a compliance with that con... by the second section of the act ... submitted to me; ...be it known, that I, ABRAHAM LIN... the United States, do hereby, in ...ct of Congress aforesaid, declare ...he said act shall take effect and be after sixty days from the date

...of, I have hereunto set my hand, ...l of the United States to be affixed. ...of Washington, this twentieth day the year of our Lord one thousand ...red and sixty-three, and of the in... ...e of the United States the eighty-

ABRAHAM LINCOLN.

...ARD, Secretary of State.

By the President of the United States of America

A Proclamation.

Whereas, by the Act of Congress approved the 31st day of December, last, the State of West Virginia was declared to be one of the

and caused the Seal of the United States to be affixed.

Done at the city of Washington, this twentieth day of April, in the year of our Lord one thousand eight hundred and sixty-three, and of the Independence of the United States the eighty-seventh.

Abraham Lincoln

By the President:

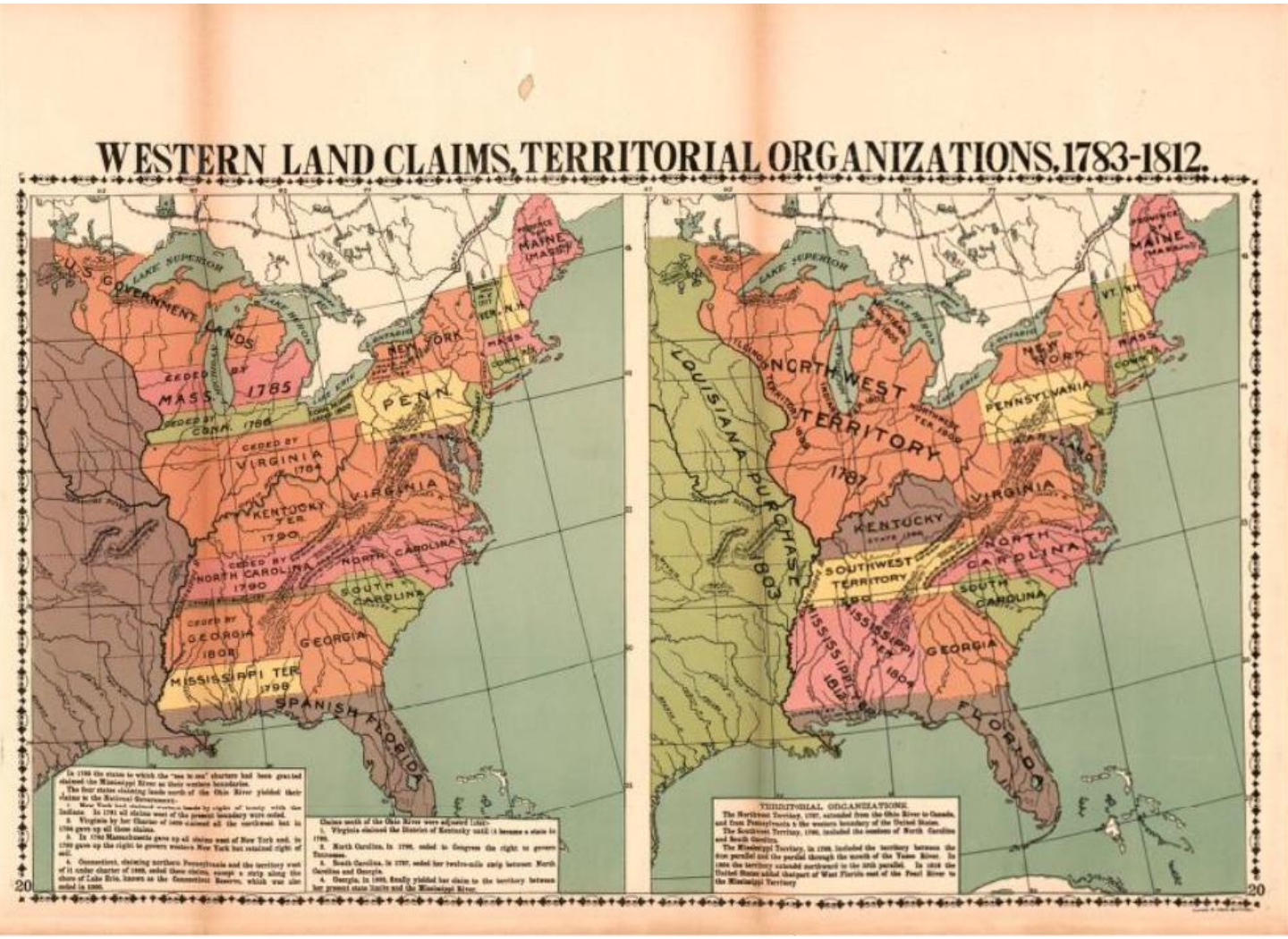
William H. Seward,

Secretary of State.

Answer: See map below.

Question: What lands did Virginia claim immediately after the Revolution?

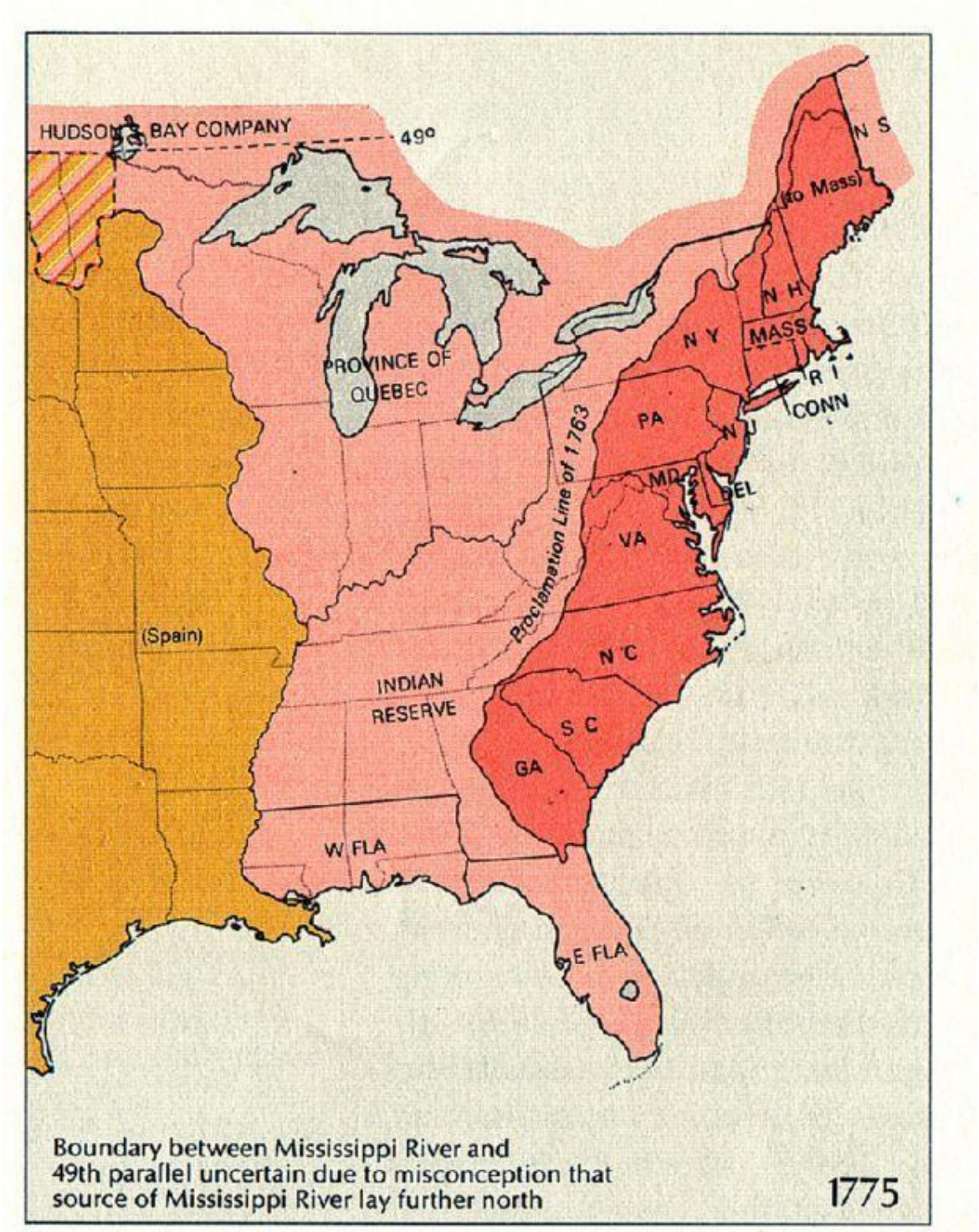
Proof: https://www.loc.gov/resource/g3701sm.gct00482/?sp=20&r=-0.461,-0.035,1.923,0.797,0#



Answer: Yes, particularly those portions of Virginia that were east of the Proclamation Line of 1763.

Question: So large portions of West Virginia are as old as the Virginia,

Proof: https://www.ncpedia.org/media/map/proclamation-line-1763

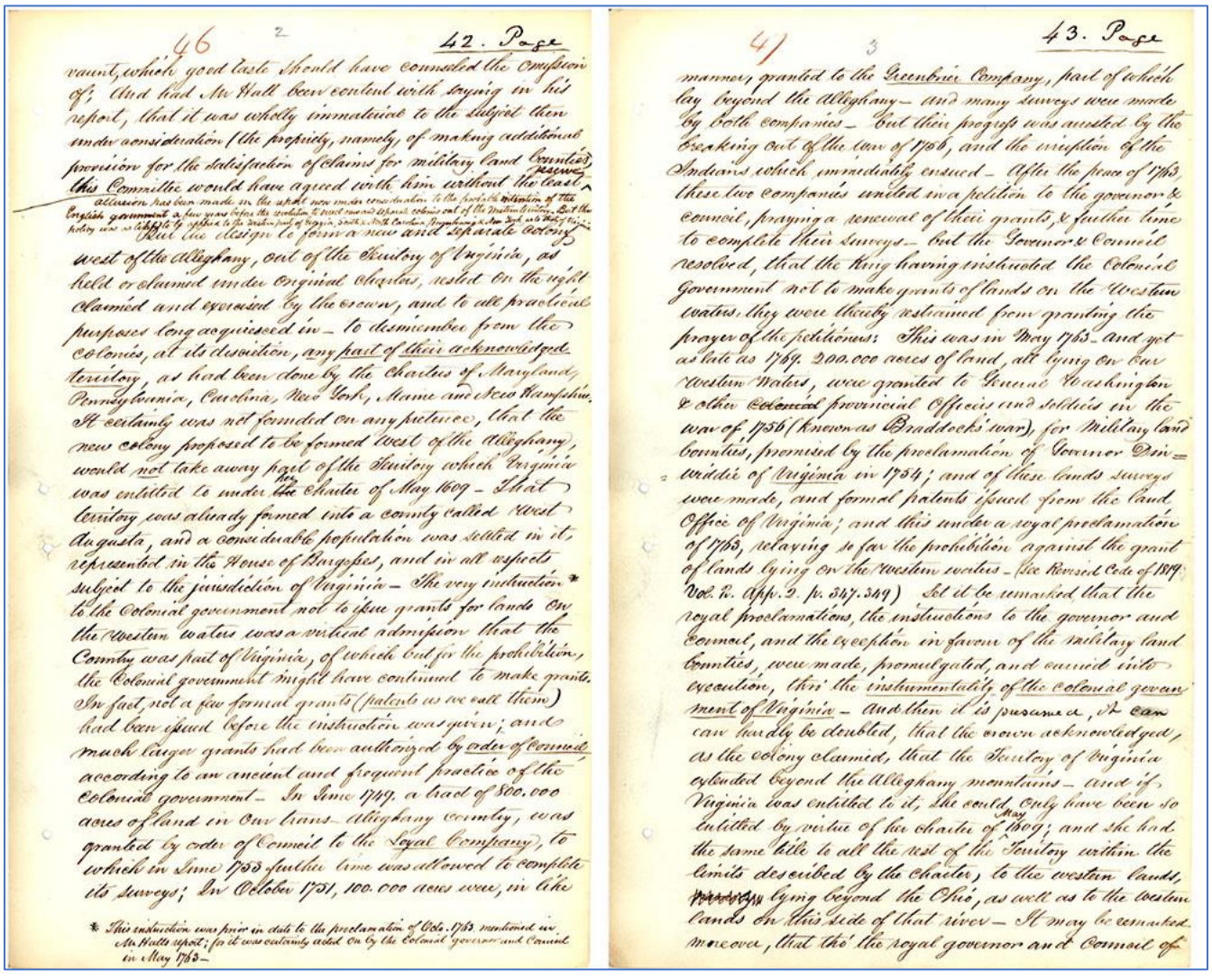


Answer: Lousy. That long and sad history is seldom touched upon.

Question: What were relations between the eastern and western counties of Virginia like, long before the Civil War?

Proof:

- https://archive.wvculture.org/history/archives/statehoo.html
- https://www.archives.gov/legislative/features/west-virginia/report.html
- https://virginiahistory.org/learn/why-there-west-virginia



46 2 42. Page

vaunt, which good taste should have concealed the omission of; And had Mr Hall been content with saying in his report, that it was wholly immaterial to the subject then under consideration (the propriety, namely, of making additional provision for the satisfaction of claims for military Land Grants) this Committee would have agreed with him without the least ~~allusion has been made in the whole new system of taxation to the proposed~~ alteration of the English government a few years before the revolution, to grant vacant lands out of the mutinous territory. But the policy was ~~to oppose to the western part of Virginia, South & North Carolina, Pensylvania & New York~~ as they were ~~[illegible]~~ But the design to form a new and separate Colony west of the Alleghany, out of the Territory of Virginia, as held or claimed under original Charters, rested on the right claimed and exercised by the crown, and to all practical purposes long acquiesced in – to dismember from the Colonies, at its discretion, any part of their acknowledged territory, as had been done by the Charters of Maryland, Pennsylvania, Carolina, New York, Maine and New Hampshire. It certainly was not founded on any pretence, that the new colony proposed to be formed West of the Alleghany, would not take away part of the Territory which Virginia was entitled to under the Charter of May 1609 – That territory was already formed into a county called West Augusta, and a considerable population was settled in it, represented in the House of Burgesses, and in all respects subject to the jurisdiction of Virginia – The very instruction* to the Colonial government not to issue grants for lands on the Western waters was a virtual admission that the County was part of Virginia, of which but for the prohibition, the Colonial government might have continued to make grants. In fact, not a few formal grants (patents as we call them) had been issued before the instruction was given; and much larger grants had been authorized by order of Council according to an ancient and frequent practice of the Colonial government – In June 1749, a tract of 800.000 acres of land in Ohio trans-Alleghany country, was granted by order of Council to the Loyal Company, to which in June 1753 further time was allowed to complete its surveys; In October 1751, 100.000 acres were, in like

* This instruction was prior in date to the proclamation of Octo. 1763 mentioned in Mr Hall's report; for it was certainly acted on by the Colonial governor and Council in May 1763–

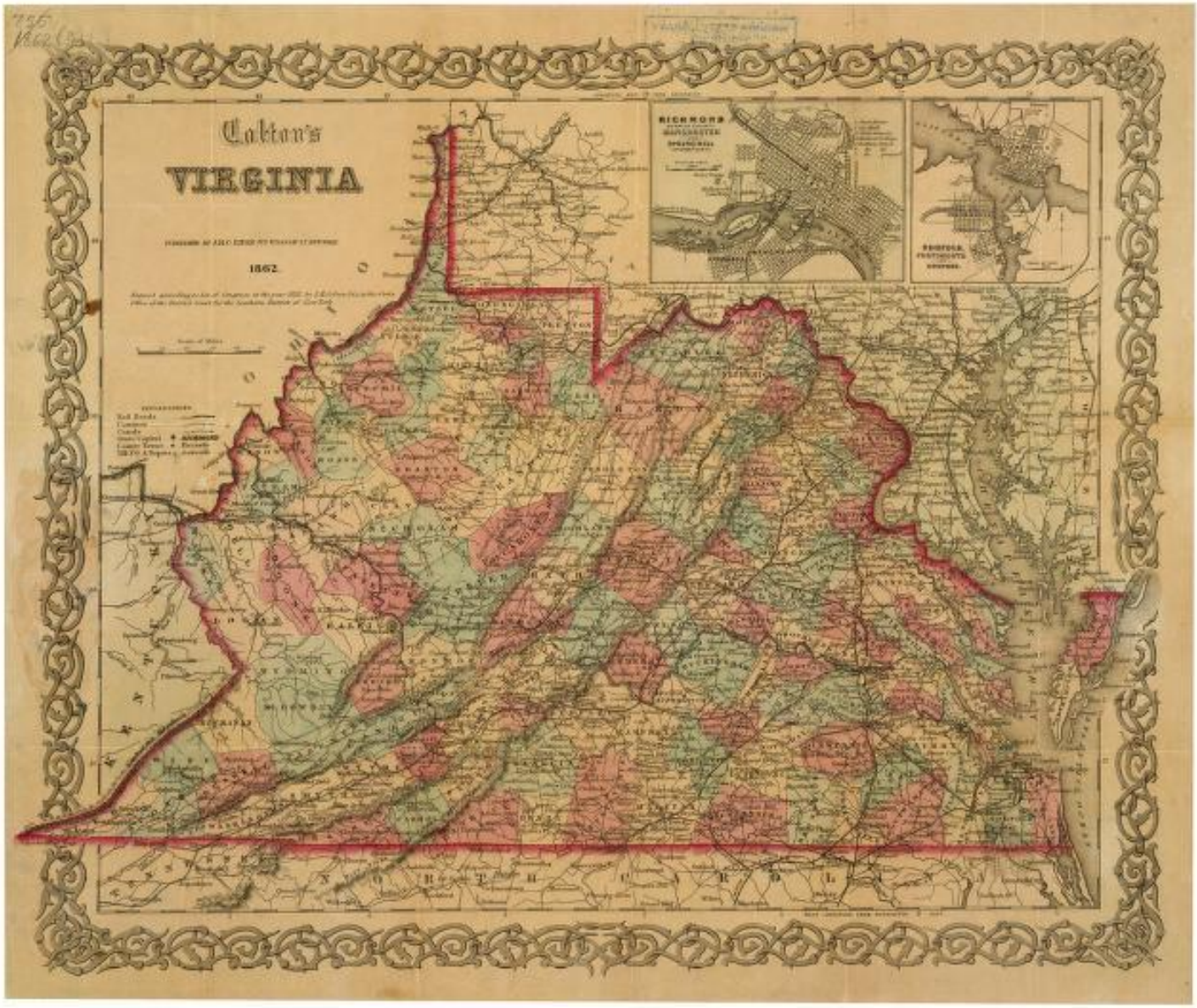
47 3 43. Page

manner, granted to the Greenbrier Company, part of which lay beyond the Alleghany – and many surveys were made by both companies – But their progress was arrested by the breaking out of the war of 1756, and the irruption of the Indians which immediately ensued – After the peace of 1763 these two companies united in a petition to the governor & council, praying a renewal of their grants, & further time to complete their surveys – but the Governor & Council resolved, that the King having instructed the Colonial Government not to make grants of lands on the Western waters, they were thereby restrained from granting the prayer of the petitioners: This was in May 1763 – and yet as late as 1769, 200.000 acres of land, all lying on the Western Waters, were granted to General Washington & other ~~Colonial~~ provincial Officers and soldiers in the war of 1756 (known as Braddock's war), for Military land bounties, promised by the proclamation of Governor Dinwiddie of Virginia in 1754; and of these lands surveys were made, and formal patents issued from the land Office of Virginia; and this under a royal proclamation of 1763, relaying so far the prohibition against the grant of lands lying on the Western waters – (See Revised Code of 1819, Vol. 2. App. 2. p. 347. 349) Let it be remarked that the royal proclamations, the instructions to the governor and Council, and the exception in favour of the military land bounties, were made, promulgated, and carried into execution, thro' the instrumentality of the Colonial government of Virginia – And then it is presumed, it can can hardly be doubted, that the crown acknowledged, as the colony claimed, that the Territory of Virginia extended beyond the Alleghany mountains – and if, Virginia was entitled to it, She could only have been so entitled by virtue of her charter of May 1609; and she had the same title to all the rest of the Territory within the limits described by the Charter, to the western lands, ~~[illegible]~~ lying beyond the Ohio, as well as to the western lands on this side of that river – It may be remarked moreover, that the the royal governor and Council of

Answer: See this map of Virginia.

Question: What did Virginia look like immediately before West Virginia became a state?

Proof: http://hdl.loc.gov/loc.ndlpcoop/glva01.lva00093



Answer: Read the famous summary (pages 22-23) of the actions taken by Virginia immediately after Ft. Sumter, from the book "**How West Virginia was made. Proceedings of the first Convention of the people of northwestern Virginia at Wheeling, May 13, 14 and 15, 1861, and the journal of the second Convention of the people of northwestern Virginia at Wheeling, which assembled, June 11th 1861**." While written by Lewis, Virgil Anson, the book's publication was directed by the Honorable William G. Conley, Attorney-General of West Virginia

Question: What was the final straws that triggered the western counties of Virginia to seeks statehood.

Proof: https://archive.org/details/howwestvirginiaw00lewi/page/22/mode/2up

A BRIEF SUMMARY—The Convention having adopted an Ordinance of Secession; forbidden the election in the State of representatives to the Federal Congress; effected an Alliance, offensive and defensive, between Virginia and the Confederate States; adopted the Constitution of the Provisional Government of said States; elected five members of the Confederate States Congress, four of whom hastened to take their seats; released all officers from the oaths they had taken to support the Constitution of the United States, and absolved all the people of Virginia from their allegiance to the said United States; captured the property of the National Government at Harper's Ferry; took possession of the Norfolk and Gosport Navy Yards ,with the property connected therewith; occupied the custom-houses at Norfolk and Richmond; and made arrangements by which the State was formally admitted a member of the Confederate States—the whole done before the time arrived for the people to vote for the ratification or rejection of the Ordinance of Secession —the Convention adjourned until June 12th ensuing.

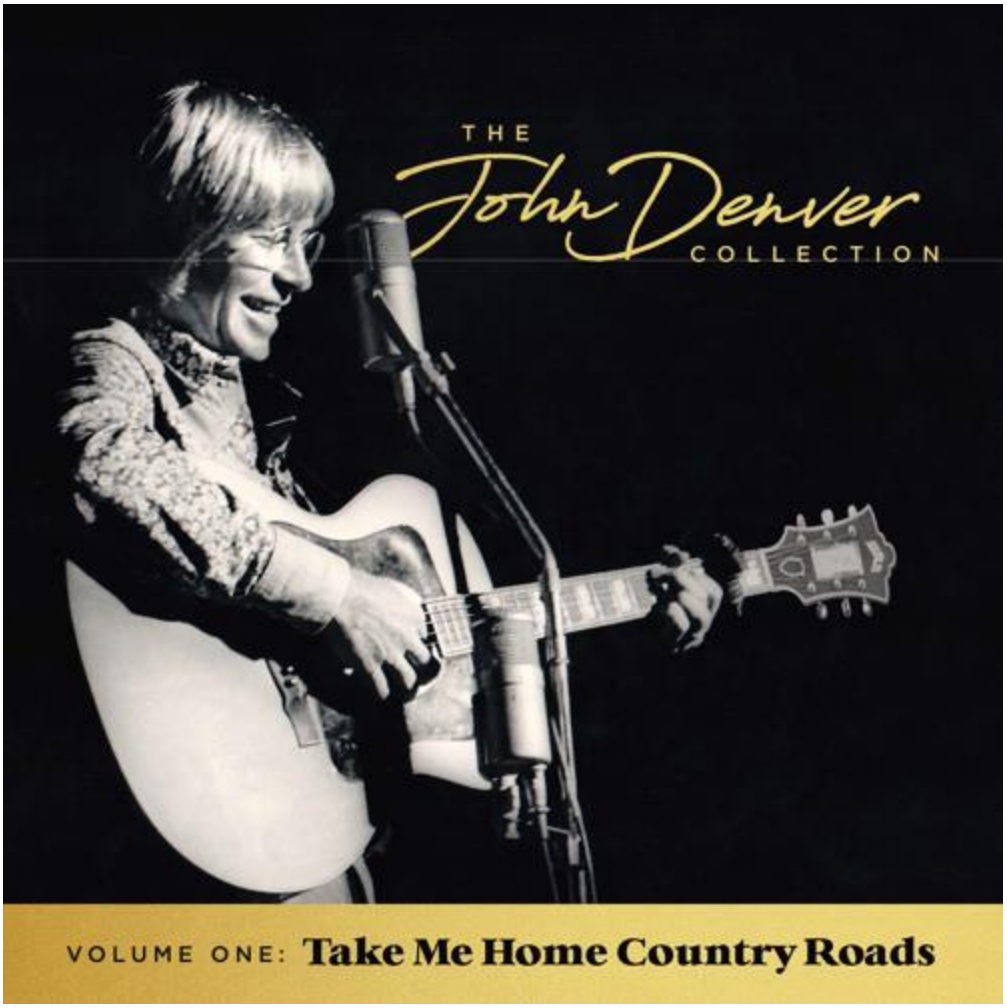
Part 2

Jefferson County, West Virginia

Answer: Jefferson County.

Question: Before we begin, of West Virginia's 55 counties what is the only county that possess all three elements of John Denver's song, **Take me Home County Roads**? Those elements bring Blue Ridge Mountains, Shenandoah River and Mountain Mommas?

Proof: https://boundarystones.weta.org/2019/07/18/maryland-was-almost-almost-heaven-story-behind-take-me-home-country-roads

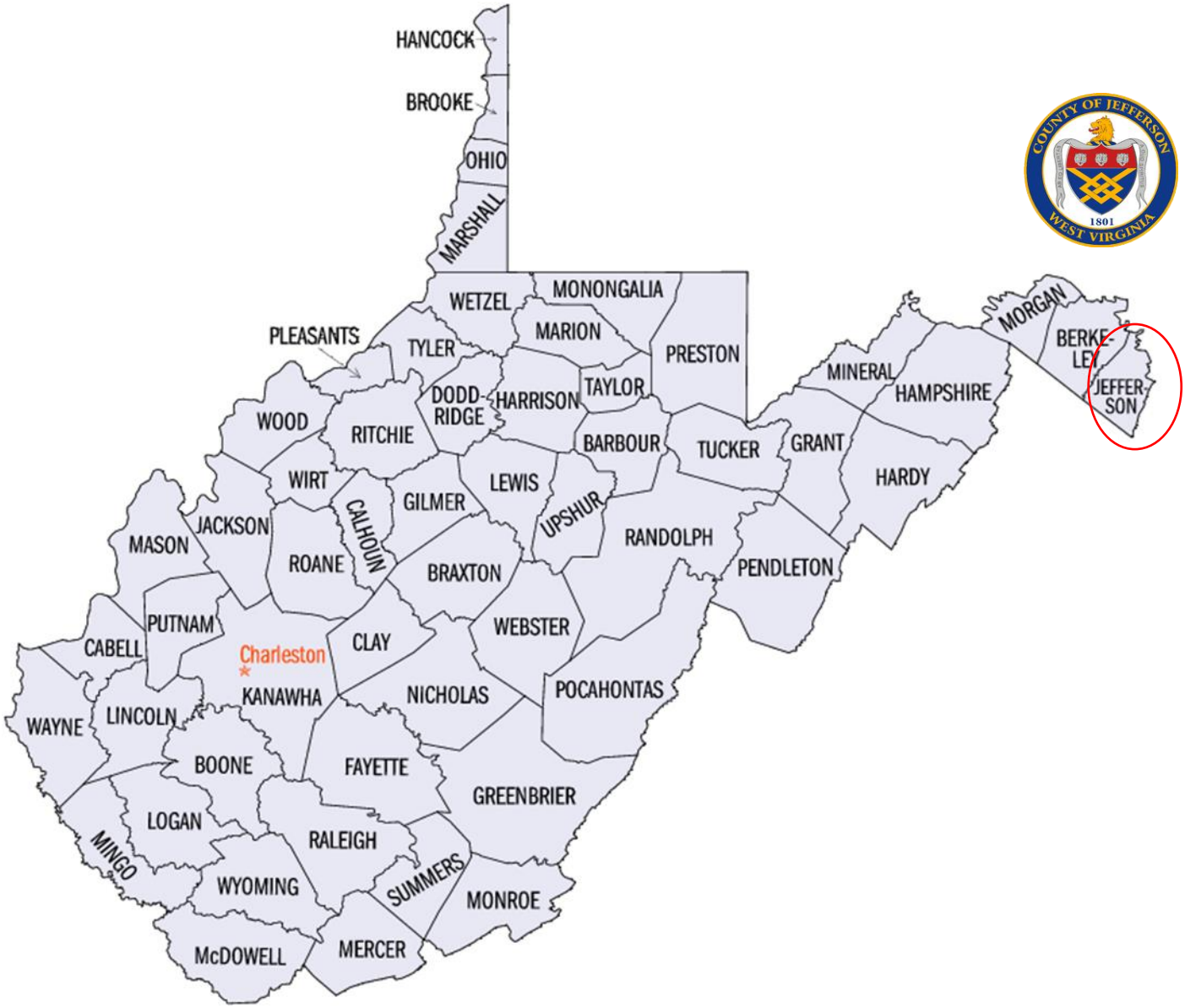


Answer: Yes.

Question: Ok, but is Jefferson County a county in West Virginia?

Proof:

- https://archive.wvculture.org/history/thisdayinwvhistory/0307.html
- https://www.archives.gov/legislative/features/west-virginia/hjres17.html



Answer: On June 20, 1863, West Virginia became the 35th State. At that time, the new state had 44 counties. This number increased by 11, in a number of ways, including new additions and also the divisions of existing counties. The number of counties grew to the current day total of 55. One of those 11 counties was Jefferson County.

Question: Provide more proof that Jefferson County is a county in West Virginia?

Proof:

- hthttps://constitutioncenter.org/blog/on-this-day-west-virginia-starts-controversial-statehood
- processtps://archive.wvculture.org/history/statehood/constitution.html

Constitution of West Virginia. 1863

ARTICLE I.

THE STATE.

1. The State of West Virginia shall be and remain one of the United States of America. The Constitution of the United States, and the laws and treaties made in pursuance thereof, shall be the supreme law of the land.

2. The following counties, formerly parts of the State of Virginia, shall be included in, and form part of, the State of West Virginia, namely: the counties of Hancock, Brooke, Ohio, Marshall, Wetzel, Marion, Monongalia, Preston, Taylor, Pleasants, Tyler, Ritchie, Doddridge, Harrison, Wood, Jackson, Wirt, Roane, Calhoun, Gilmer, Barbour, Tucker, Lewis, Braxton, Upshur, Randolph, Mason, Putnam, Kanawha, Clay, Nicholas, Cabell, Wayne, Boone, Logan, Wyoming, Mercer, McDowell, Webster, Pocahontas, Fayette, Raleigh, Greenbrier and Monroe.

And if a majority of the votes cast at the election or elections held, as provided in the schedule hereof, in the district composed of the counties of Pendleton, Hardy, Hampshire and Morgan, shall be in favor of the adoption of this Constitution, the said four counties shall also be included in, and form part of, the State of West Virginia; and if the same shall be so included, and a majority of the votes cast at the said election or elections, in the district composed of the counties of Berkeley, Jefferson and Frederick shall be in favor of the adoption of this Constitution, then the three last mentioned counties shall also be included in, and form part of, the State of West Virginia.

The State of West Virginia shall also include so much of the bed, banks and shores of the Ohio river as heretofore appertained to the State of Virginia; and the territorial rights and property in, and the jurisdiction of whatever nature over, the said bed, banks and shores heretofore reserved by, or vested in, the State of Virginia, shall vest in, and be hereafter exercised by, the State of West Virginia.

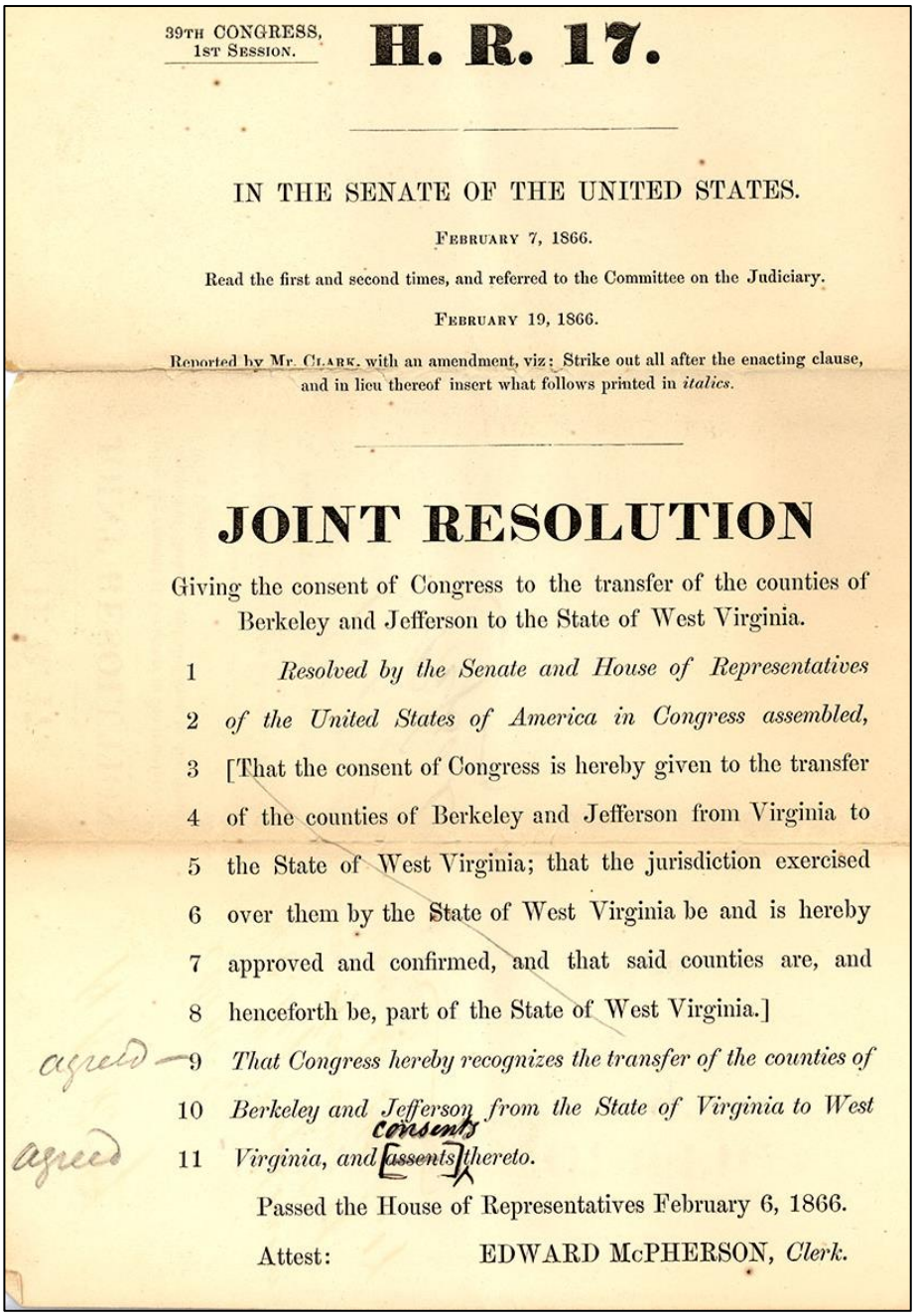
3. The powers of Government reside in all the citizens of the State, and can be rightfully exercised only

Answer: Three years after West Virginia became a state, in 1866, the U. S. Congress recognized and consented to the transfer of Berkeley and Jefferson counties from Virginia to West Virginia.

Question: Provide even more proof that Jefferson County is in West Virginia?

Proof:

- https://archive.wvculture.org/history/thisdayinwvhistory/0307.html
- https://www.archives.gov/legislative/features/west-virginia/hjres17.html



39TH CONGRESS,
1ST SESSION.

H. R. 17.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 7, 1866.

Read the first and second times, and referred to the Committee on the Judiciary.

FEBRUARY 19, 1866.

Reported by Mr. CLARK, with an amendment, viz: Strike out all after the enacting clause, and in lieu thereof insert what follows printed in *italics*.

JOINT RESOLUTION

Giving the consent of Congress to the transfer of the counties of Berkeley and Jefferson to the State of West Virginia.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,

[That the consent of Congress is hereby given to the transfer of the counties of Berkeley and Jefferson from Virginia to the State of West Virginia; that the jurisdiction exercised over them by the State of West Virginia be and is hereby approved and confirmed, and that said counties are, and henceforth be, part of the State of West Virginia.]

agreed — *That Congress hereby recognizes the transfer of the counties of Berkeley and Jefferson from the State of Virginia to West Virginia, and* consents [assents] *thereto.*

agreed

Passed the House of Representatives February 6, 1866.

Attest: EDWARD McPHERSON, *Clerk.*

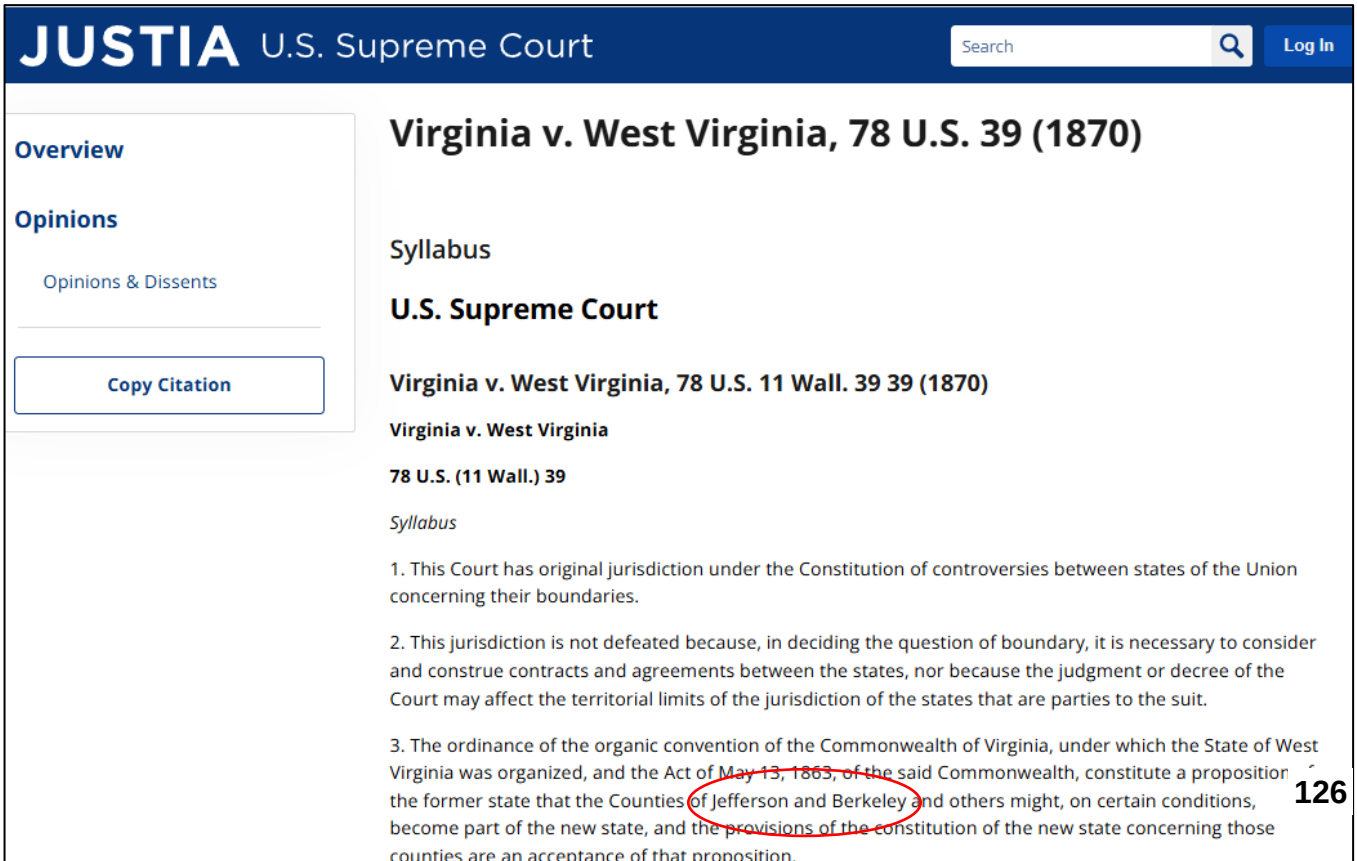
Answer: Read the 1870 U. S. Supreme Court case called **Virginia v. West Virginia, 78 U.S.39 (1890)**. The Jefferson and Berkeley County issue worked it way up to the U.S. Supreme Court in 1879. Virginia sued West Virginia. It did not challenge the legitimacy of West Virginia being a state. Instead, Virginia argued that the electoral procedures for both Jefferson and Berkeley Counties' inclusion into West Virginia were not followed. Virginia argued that Jefferson and Berkeley were actually counties in Virginia, not West Virginia.

Supreme Court decided the case in favor of West Virginia. Virginia lost.

Question: Provide conclusive proof that Jefferson County is a county in West Virginia?

Proof:

- https://supreme.justia.com/cases/federal/us/78/39/
- https://www.wvencyclopedia.org/entries/837
- https://prologue.blogs.archives.gov/2010/11/08/is-west-virginia-constitutional/

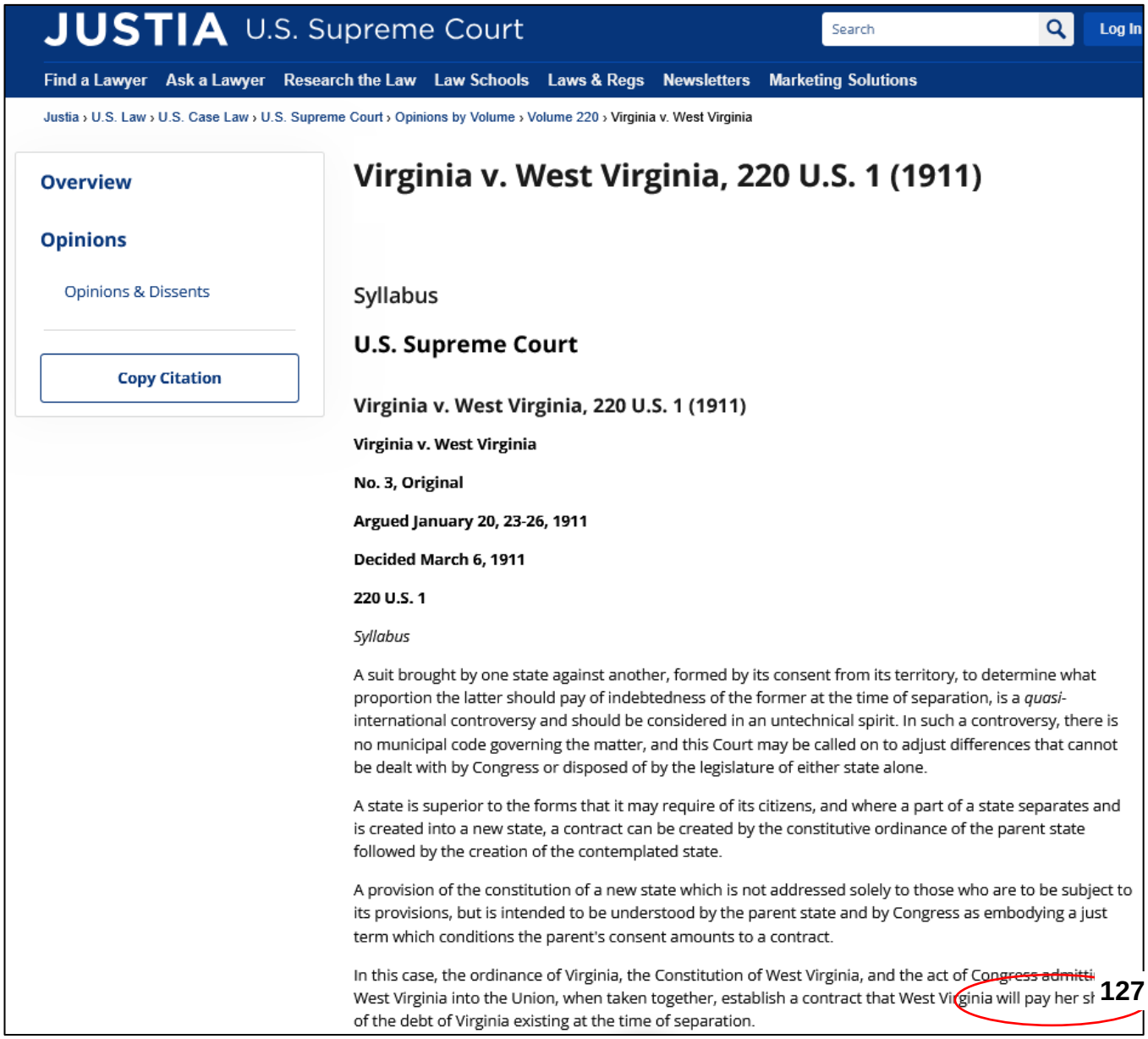


Answer: Read another U.S Supreme Court case called **Virginia v. West Virginia, 220 U.S. 1 (1911).** Virginia sued West Virginia over West Virginia share of Virginia's pre-Civil War debt. Virginia acknowledged West Virginia's (and with it, Jefferson County's transfer) existence. Virginia accepted the decades old status quo. Virginia reason for bring this case was not land but money.

Question: Provide more conclusive proof that Jefferson County is a county in West Virginia?

Proof:

- https://supreme.justia.com/cases/federal/us/220/1/



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Overview

Opinions

Opinions & Dissents

Copy Citation

Virginia v. West Virginia, 220 U.S. 1 (1911)

Syllabus

U.S. Supreme Court

Virginia v. West Virginia, 220 U.S. 1 (1911)

Virginia v. West Virginia

No. 3, Original

Argued January 20, 23-26, 1911

Decided March 6, 1911

220 U.S. 1

Syllabus

A suit brought by one state against another, formed by its consent from its territory, to determine what proportion the latter should pay of indebtedness of the former at the time of separation, is a *quasi*-international controversy and should be considered in an untechnical spirit. In such a controversy, there is no municipal code governing the matter, and this Court may be called on to adjust differences that cannot be dealt with by Congress or disposed of by the legislature of either state alone.

A state is superior to the forms that it may require of its citizens, and where a part of a state separates and is created into a new state, a contract can be created by the constitutive ordinance of the parent state followed by the creation of the contemplated state.

A provision of the constitution of a new state which is not addressed solely to those who are to be subject to its provisions, but is intended to be understood by the parent state and by Congress as embodying a just term which conditions the parent's consent amounts to a contract.

In this case, the ordinance of Virginia, the Constitution of West Virginia, and the act of Congress admitti West Virginia into the Union, when taken together, establish a contract that West Virginia will pay her sh of the debt of Virginia existing at the time of separation.

Answer: No. After the Constitution was ratified in 1788, Virginia led the way in ceding millions of acres, that it claimed west of the Proclamation Line of 1763. In addition to this massive cession of claimed land, Virginia, provided all the claimed land that eventually became the State of Kentucky in 1792.

Question: Was losing land unique for Virginia?

Proof: https://digitalcommons.csumb.edu/cgi/viewcontent.cgi?article=1007&context=hornbeck_usa_2_b

CESSION FROM THE STATE OF VIRGINIA.

The next State to make a cession was the State of Virginia. The State of Virginia, by act of her legislature or general assembly, January 2, 1781, submitted a proposition for the cession of her western lands which the Congress of the Confederation, by act of September 13, 1783, agreed to receive and accept, and the State by law of October 20, 1783, authorized her delegates in the Congress to consummate the transfer by deed.

68 CESSION BY VIRGINIA.

Virginia still claimed under her charter the residue of territory originally granted to the first colony of Virginia, after deducting the lands covered by the charters of Delaware, New Jersey, Maryland, Pennsylvania, and North Carolina, westward to the Mississippi River. This embraced, in addition to the present States of Virginia and West Virginia, Kentucky, all of Ohio, Indiana, and Illinois, Wisconsin, Michigan, and Minnesota east of the Mississippi River, being northward to the line of the British Possessions, as defined by treaty of 1783. She set up an additional claim to the territory northwest of the Ohio River as far north as Lakes Erie and Michigan, founded upon the successful expedition of a detachment of her State troops, under General George R. Clarke, by which the British power was practically subverted. Her claims included the claims of Connecticut, under ancient charter boundary, to western lands, and the claim of Massachusetts to western extension of her charter limits. She ceded all her territorial claims northwest of the Ohio with certain restrictions, and afterward consented to the erection of Kentucky as an independent State out of her territory south of the Ohio River.

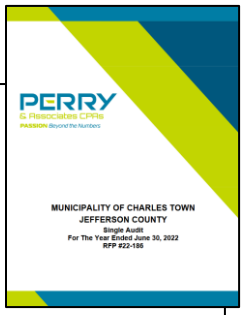
Part 3

The Relationship Between Jefferson County and Charles Town

Answer: Yes.

Question: Is Charles Town a separate municipal corporation under West Virginia law?

Proof: https://www.charlestownwv.us/services/finance/financial_reports.php#outer-15



Municipality of Charles Town, West Virginia
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Municipality of Charles Town, West Virginia ("Municipality") is a municipal corporation in which citizens elect the mayor at large and eight council members. The Municipality engages in a comprehensive range of services, including general government administration, public safety, administration of justice, water and sewer services, transportation, planning, community development, recreation, cultural and historic activities, and social services.

The accounting policies and the presentation of the financial report of the Municipality has been designed to conform to generally accepted accounting principles as applicable to government units, in accordance with the Governmental Accounting Standards Board (GASB).

The Municipality follows the Governmental Accounting Standards Board (GASB) Standards for financial reporting. Certain significant components of the Standards include the following:

- A Management Discussion and Analysis (MD&A) section providing an analysis of the Municipality's overall financial position and results of operations.
- Financial statements prepared using full accrual accounting for all of the Municipality's activities.
- Fund financial statements that focus on major funds.

These financial statements present all fund types of the City and its discretely presented component units.

Individual Component Unit Disclosure

The criteria for including component units consists of identification of legally separate organizations for which the elected officials of the Municipality are financially accountable. This criteria also includes identification of organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Blended component units, although legally separate entities, are in substance, part of the government's operations and so data from these units are combined with data of the primary government. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government.

The Municipality had no blended component units as of and for the year ended June 30, 2022

The Municipality of Charles Town Building Commission ("Building Commission") and the

Answer: No. Incorporated municipalities (towns, villages and cities) are connected to the Constitution of West Virginia by separate legal statutes than the counties.

Question: Is Charles Town's municipal government under the control of the Jefferson County Commission?

Proof:

- https://code.wvlegislature.gov/7/
- https://code.wvlegislature.gov/8/

WV Constitution

WV Legislature
WV State Code



Chapter 7 WV State Code

Chapter 8 WV State Code

Jefferson County
Jefferson County Commission

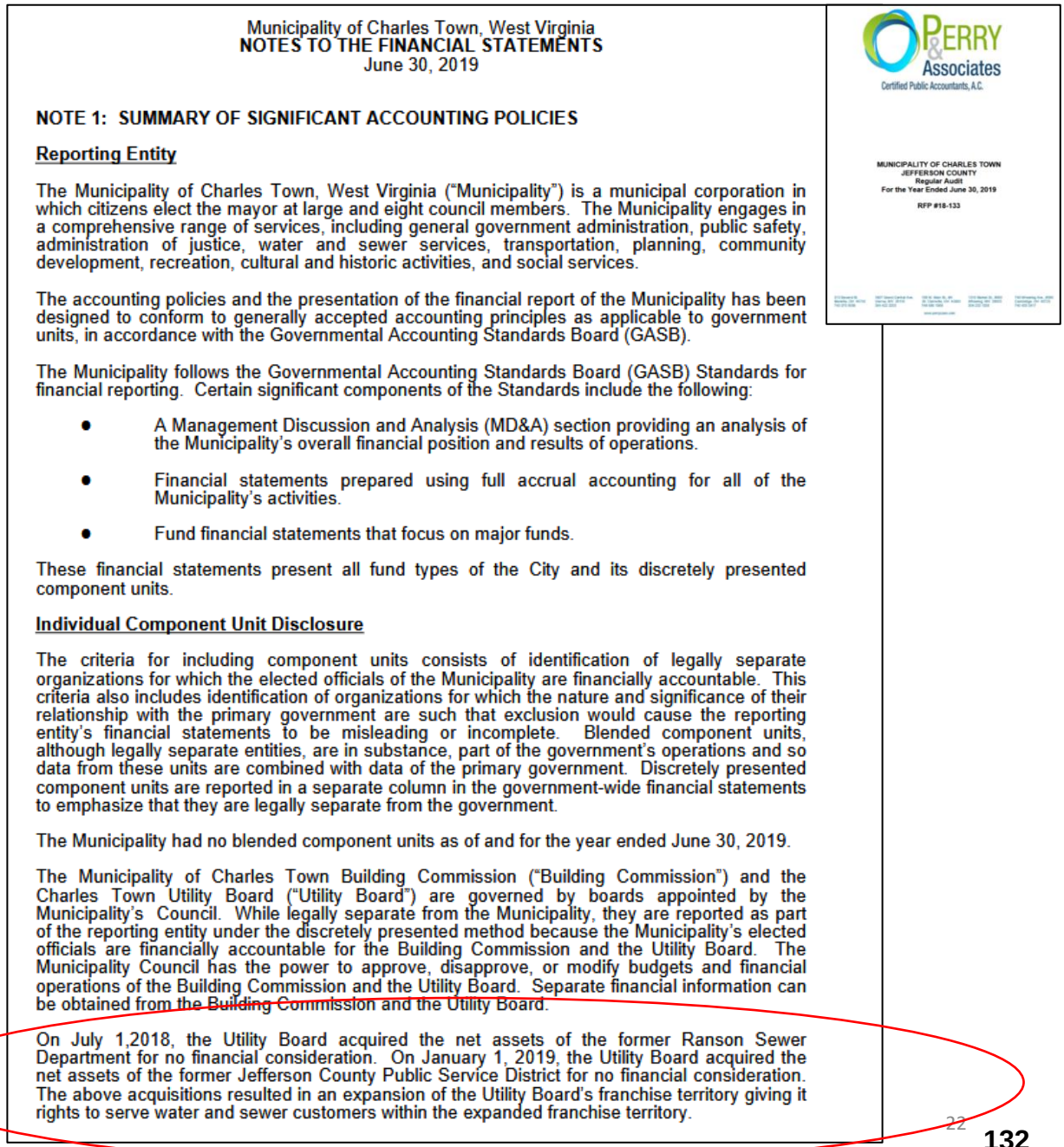
Municipalities

- Bolivar
- Shepherdstown
- Ranson
- Harper Ferry
- Charles Town

Answer: Charles Town answers to the State separately than the County. Charles Town files its own budget. It is audited separately from the County. Charles Town holds no formal or official meetings with the County. Also, Charles Town legally acquired the County's utility.

Question: Provide more proof that Charles Town's government is not under the control of the Jefferson County Commission?

Proof: https://www.charlestownwv.us/Documents/Services/Financial%20Reports/Audit%20Reports/City-of-Charles-Town-Audit-Report-FY19.pdf



Municipality of Charles Town, West Virginia
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2019

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Municipality of Charles Town, West Virginia ("Municipality") is a municipal corporation in which citizens elect the mayor at large and eight council members. The Municipality engages in a comprehensive range of services, including general government administration, public safety, administration of justice, water and sewer services, transportation, planning, community development, recreation, cultural and historic activities, and social services.

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- A Management Discussion and Analysis (MD&A) section providing an analysis of the Municipality's overall financial position and results of operations.
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The Municipality had no blended component units as of and for the year ended June 30, 2019.

The Municipality of Charles Town Building Commission ("Building Commission") and the Charles Town Utility Board ("Utility Board") are governed by boards appointed by the Municipality's Council. While legally separate from the Municipality, they are reported as part of the reporting entity under the discretely presented method because the Municipality's elected officials are financially accountable for the Building Commission and the Utility Board. The Municipality Council has the power to approve, disapprove, or modify budgets and financial operations of the Building Commission and the Utility Board. Separate financial information can be obtained from the Building Commission and the Utility Board.

On July 1,2018, the Utility Board acquired the net assets of the former Ranson Sewer Department for no financial consideration. On January 1, 2019, the Utility Board acquired the net assets of the former Jefferson County Public Service District for no financial consideration. The above acquisitions resulted in an expansion of the Utility Board's franchise territory giving it rights to serve water and sewer customers within the expanded franchise territory.

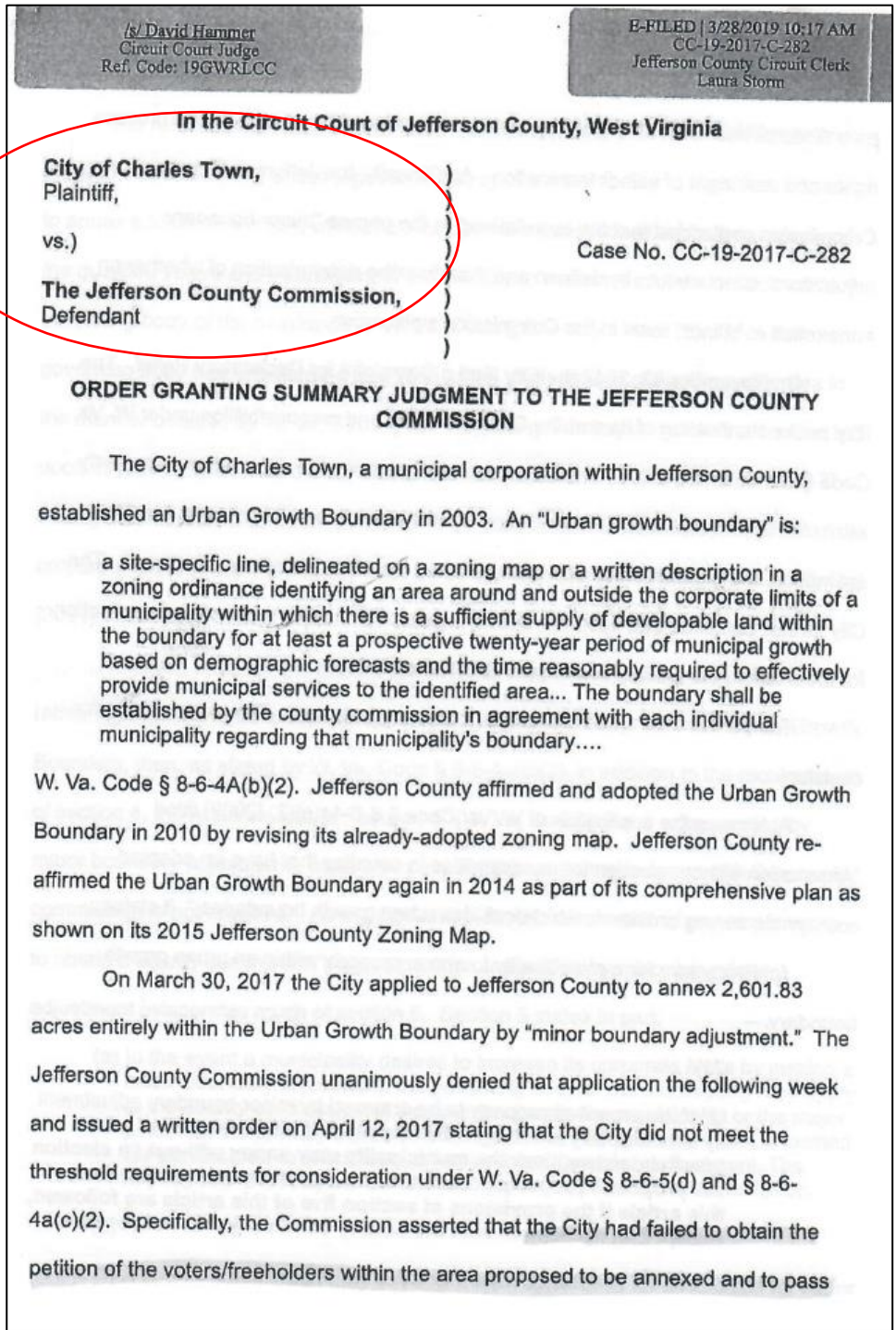
PERRY & Associates
Certified Public Accountants, A.C.

MUNICIPALITY OF CHARLES TOWN
JEFFERSON COUNTY
Regular Audit
For the Year Ended June 30, 2019
RFP #18-133

Answer: The Charles Town sued the County.

Question: Provide even more proof that Charles Town's government in not under the control of the Jefferson County Commission?

Proof: Case CC-19-2017-C-282



/s/ David Hammer
Circuit Court Judge
Ref. Code: 19GWRLCC

E-FILED | 3/28/2019 10:17 AM
CC-19-2017-C-282
Jefferson County Circuit Clerk
Laura Storm

In the Circuit Court of Jefferson County, West Virginia

City of Charles Town,
Plaintiff,

vs.)

Case No. CC-19-2017-C-282

The Jefferson County Commission,
Defendant

ORDER GRANTING SUMMARY JUDGMENT TO THE JEFFERSON COUNTY COMMISSION

The City of Charles Town, a municipal corporation within Jefferson County, established an Urban Growth Boundary in 2003. An "Urban growth boundary" is:

> a site-specific line, delineated on a zoning map or a written description in a zoning ordinance identifying an area around and outside the corporate limits of a municipality within which there is a sufficient supply of developable land within the boundary for at least a prospective twenty-year period of municipal growth based on demographic forecasts and the time reasonably required to effectively provide municipal services to the identified area... The boundary shall be established by the county commission in agreement with each individual municipality regarding that municipality's boundary....

W. Va. Code § 8-6-4A(b)(2). Jefferson County affirmed and adopted the Urban Growth Boundary in 2010 by revising its already-adopted zoning map. Jefferson County re-affirmed the Urban Growth Boundary again in 2014 as part of its comprehensive plan as shown on its 2015 Jefferson County Zoning Map.

On March 30, 2017 the City applied to Jefferson County to annex 2,601.83 acres entirely within the Urban Growth Boundary by "minor boundary adjustment." The Jefferson County Commission unanimously denied that application the following week and issued a written order on April 12, 2017 stating that the City did not meet the threshold requirements for consideration under W. Va. Code § 8-6-5(d) and § 8-6-4a(c)(2). Specifically, the Commission asserted that the City had failed to obtain the petition of the voters/freeholders within the area proposed to be annexed and to pass

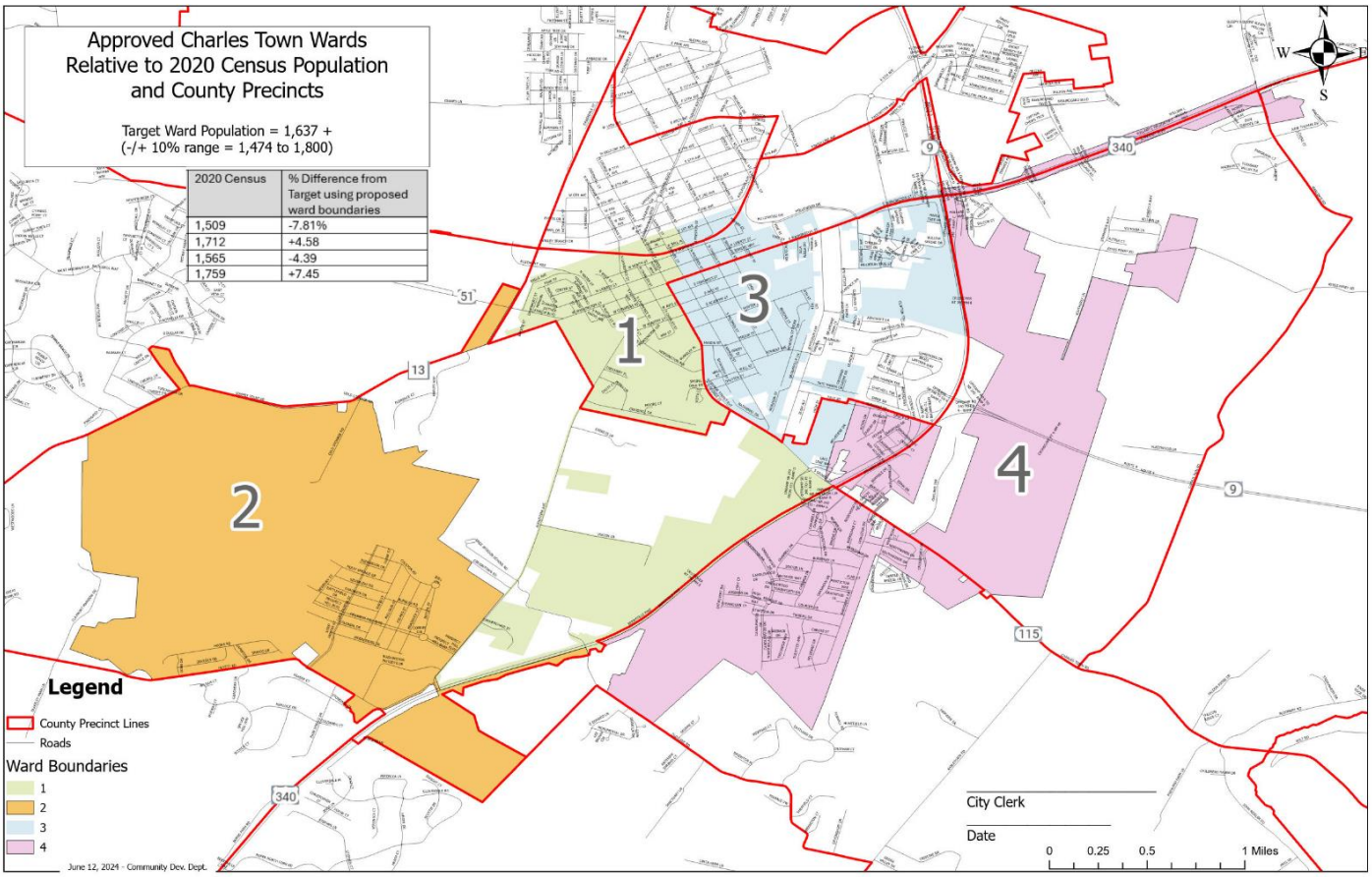
Part 5

Charles Town: The Basics

Answer: See map below.

Question: What does Charles Town look like?

Proof:



Answer: 1786.

For context, Charles Town was two years old when the U.S. Constitution was ratified in 1788. Charles Town was fifteen years old when Jefferson County was created out of Berkeley County in 1801. Charles Town was 75-years old when West Virginia became a state. In 2025, Charles Town was 239 years-old.

Even before its original charter in 1786 a village (name lost to time) had existed for decades, mostly near Evitts Run in the western part of the city. During the French and Indian War, this village played a role in provisioning parts of one of General Braddock's armies in 1755, one its way to Fort Duquesne

Question: When was Charlestown, Virginia (now Charles Town, West Virginia) first chartered?

Proof:

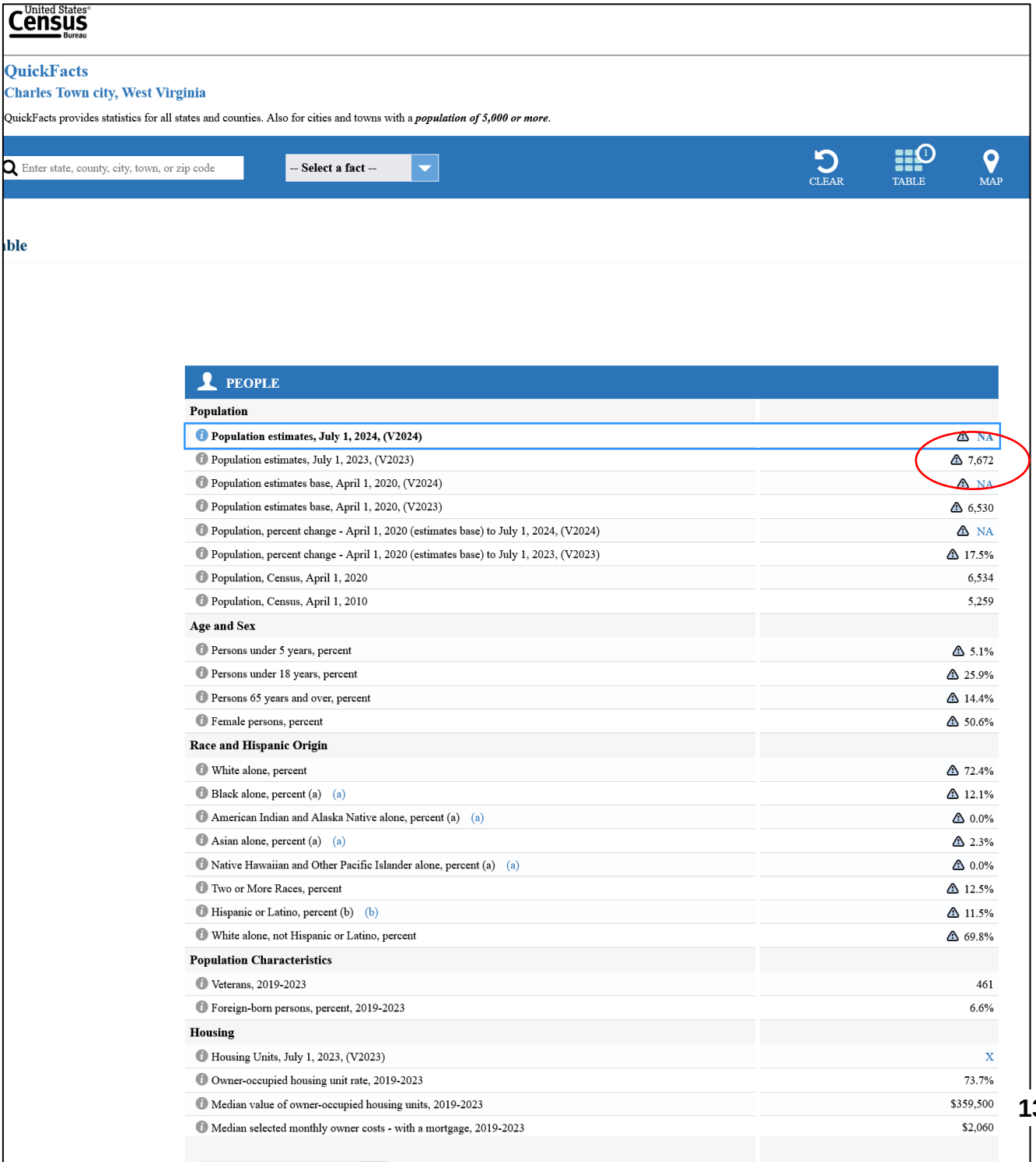
- https://www.charlestownwv.us/community/history/index.php
- https://www.wvencyclopedia.org/entries/1024
- https://www.britannica.com/place/Charles-Town-Jefferson-county-West-Virginia
- https://www.census.gov/quickfacts/charlestowncitywestvirginia



Answer: 7,672 residents.

Question: What is Charles Town's population?

Proof: https://www.census.gov/quickfacts/charlestowncitywestvirginia



United States Census Bureau

QuickFacts

Charles Town city, West Virginia

QuickFacts provides statistics for all states and counties. Also for cities and towns with a *population of 5,000 or more*.

Enter state, county, city, town, or zip code | -- Select a fact -- | CLEAR | TABLE | MAP

ible

PEOPLE	
Population	
Population estimates, July 1, 2024, (V2024)	NA
Population estimates, July 1, 2023, (V2023)	7,672
Population estimates base, April 1, 2020, (V2024)	NA
Population estimates base, April 1, 2020, (V2023)	6,530
Population, percent change - April 1, 2020 (estimates base) to July 1, 2024, (V2024)	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	17.5%
Population, Census, April 1, 2020	6,534
Population, Census, April 1, 2010	5,259
Age and Sex	
Persons under 5 years, percent	5.1%
Persons under 18 years, percent	25.9%
Persons 65 years and over, percent	14.4%
Female persons, percent	50.6%
Race and Hispanic Origin	
White alone, percent	72.4%
Black alone, percent (a) (a)	12.1%
American Indian and Alaska Native alone, percent (a) (a)	0.0%
Asian alone, percent (a) (a)	2.3%
Native Hawaiian and Other Pacific Islander alone, percent (a) (a)	0.0%
Two or More Races, percent	12.5%
Hispanic or Latino, percent (b) (b)	11.5%
White alone, not Hispanic or Latino, percent	69.8%
Population Characteristics	
Veterans, 2019-2023	461
Foreign-born persons, percent, 2019-2023	6.6%
Housing	
Housing Units, July 1, 2023, (V2023)	X
Owner-occupied housing unit rate, 2019-2023	73.7%
Median value of owner-occupied housing units, 2019-2023	$359,500
Median selected monthly owner costs - with a mortgage, 2019-2023	$2,060

Answer: A class III (3) city.

Question: Under State law, per Charles Town's population, what municipal corporation classification does Charles Town fall into?

Proof: https://code.wvlegislature.gov/8-1-3/

WEST VIRGINIA CODE

WV LEGISLATURE HOME PAGE ENROLLED BILLS

CHAPTER 8. MUNICIPAL CORPORATIONS.

CHAPTER 8. MUNICIPAL CORPORATIONS.

All Articles Article 2

ARTICLE 1. PURPOSE AND SHORT TITLE; DEFINITIONS; GENERAL PROVISIONS; CONSTRUCTION.

PART III. GENERAL PROVISIONS.

§8-1-3. Classification of municipal corporations.

Pursuant to the mandate of the "Municipal Home Rule Amendment" to the Constitution of this state, all municipal corporations are hereby classified by population into four classes, as follows:

(1) Every municipal corporation with a population in excess of fifty thousand shall be a Class I city;

(2) Every municipal corporation with a population in excess of ten thousand but not in excess of fifty thousand shall be a Class II city;

(3) Every municipal corporation with a population in excess of two thousand but not in excess of ten thousand shall be a Class III city; and

(4) Every municipal corporation with a population of two thousand or less shall be a Class IV town or village.

Answer: 17

Question: How many municipalities in WV have populations greater than or equal to Charles Town's population?

Proof:

- https://www2.census.gov/programs-surveys/popest/datasets/2020-2023/cities/totals/sub-est2023_54.csv
- https://www.census.gov/library/reference/code-lists/functional-status-codes.html

#	NAME	STNAME	ESTIMATES BASE 2020	POPESTIMATE 2020	POPESTIMATE 2021	POPESTIMATE 2022	POPESTIMATE 2023
1	Charleston city	West Virginia	48,812	48,641	47,944	47,215	46,838
2	Huntington city	West Virginia	46,841	46,750	46,215	45,634	45,325
3	Morgantown city	West Virginia	30,194	30,187	30,289	30,323	30,429
4	Parkersburg city	West Virginia	29,741	29,664	29,457	29,208	29,025
5	Wheeling city	West Virginia	27,071	26,996	26,671	26,422	26,208
6	Martinsburg city	West Virginia	18,781	18,774	18,855	18,938	18,935
7	Weirton city	West Virginia	19,158	19,110	18,782	18,515	18,386
8	Fairmont city	West Virginia	18,420	18,426	18,325	18,191	18,155
9	Beckley city	West Virginia	17,276	17,218	17,021	16,731	16,576
10	Clarksburg city	West Virginia	16,050	16,019	15,862	15,601	15,489
11	South Charleston city	West Virginia	13,900	13,845	13,620	13,394	13,281
12	Vienna city	West Virginia	10,666	10,638	10,588	10,513	10,457
13	St. Albans city	West Virginia	10,865	10,825	10,648	10,476	10,387
14	Bridgeport city	West Virginia	9,327	9,321	9,292	9,290	9,377
15	Bluefield city	West Virginia	9,639	9,608	9,520	9,393	9,272
16	Oak Hill city	West Virginia	8,177	8,163	8,073	7,926	7,849
17	Moundsville city	West Virginia	8,083	8,057	7,959	7,808	7,724
18	Charles Town city	West Virginia	6,530	6,526	6,539	7,124	7,672
19	Dunbar city	West Virginia	7,478	7,450	7,333	7,218	7,163
20	Hurricane city	West Virginia	6,966	6,961	6,921	6,848	6,806
21	Elkins city	West Virginia	6,938	6,923	6,905	6,792	6,755
22	Nitro city	West Virginia	6,645	6,628	6,552	6,473	6,426
23	Ranson corporation	West Virginia	5,435	5,466	5,735	5,667	5,699
24	Princeton city	West Virginia	5,863	5,845	5,793	5,714	5,642
25	New Martinsville city	West Virginia	5,205	5,203	5,199	5,126	5,087
26	Buckhannon city	West Virginia	5,186	5,180	5,146	5,107	5,055
27	Keyser city	West Virginia	4,869	4,856	4,882	4,868	4,843
28	Grafton city	West Virginia	4,731	4,724	4,662	4,611	4,589
29	Barboursville village	West Virginia	4,441	4,439	4,407	4,371	4,355
30	Westover city	West Virginia	3,968	3,970	3,997	4,014	4,043
31	Point Pleasant city	West Virginia	4,078	4,065	4,026	3,947	3,908
32	Ravenswood city	West Virginia	3,868	3,857	3,858	3,833	3,819
33	Lewisburg city	West Virginia	3,924	3,913	3,872	3,824	3,785
34	Weston city	West Virginia	3,951	3,944	3,895	3,829	3,776

Part 4

Municipal Charters in West Virginia

Answer: That is best answered by quoting from Elkins, West Virginia below.

Question: Just what is a Municipal Charter in West Virginia?

Proof: https://cityofelkinswv.com/what-is-a-charter-and-what-does-ours-say/

"The role of a city charter is similar to that of a nation's constitution. The charter stipulates the structure, authority, and basic operating rules of a city government. A city's charter also describes the terms, election/appointment process, and core responsibilities of city officials.

All city governments are not structured alike. One of the most important things established by a municipal charter is who is responsible for day-to-day administration (e.g., hiring/firing, directing and supervising staff, ensuring adherence to rules and regulations, complying with internal policies, etc.) and who exercises legislative and policy-making authority over the city (e.g., passing laws, adopting rules and regulations, devising strategy, and establishing goals). In West Virginia, the former is referred to as a city's "administrative authority"; the latter, the city's "governing body."

Under state code, West Virginia city governments may be structured under one of five plans. These plans differ mainly in how they assign administrative authority. (Governing authority must be held by a city council or commission under all five plans.)"

Answer: See Chapter 8, Article 3, Section 2 of West Virginia State Code.

Question: What are the five charter types?

Proof: https://code.wvlegislature.gov/8-3-2/

Plan I -- "Mayor-Council Plan." Under this plan:
(1) There shall be a city council, elected at large or by wards, or both at large and by wards, by the qualified voters of the city; a mayor elected by the qualified voters of the city; and such other elective officers as the charter may prescribe; and
(2) The mayor and council shall be the governing body and administrative authority.

Plan II -- "Strong-Mayor Plan." Under this plan:
(1) There shall be a mayor elected by the qualified voters of the city; and a city council elected at large or by wards, or both at large and by wards, by the qualified voters of the city;
(2) The council shall be the governing body;
(3) The mayor shall be the administrative authority; and
(4) Other officers and employees shall be appointed by the mayor or by his order in accordance with this chapter, but such appointments by the mayor or by his order may be made subject to the approval of the council.

Plan III -- "Commission Government." Under this plan:
(1) There shall be, except as hereinafter in this plan provided, a commission of five members elected at large by the qualified voters of the city;
(2) The members of the commission shall be a commissioner of public affairs, a commissioner of finance, a commissioner of public safety, a commissioner of public works and a commissioner of streets: Provided, That a charter for a Class I or Class II city may, and a charter for a Class III city shall, provide for a commission of three members, viz., a commissioner of finance, a commissioner of public works and a commissioner of public safety;
(3) The members of the commission shall elect a mayor from among their membership;
(4) The commission shall be the governing body and administrative authority; and
(5) Officers and employees, other than members of the commission, shall be appointed in accordance with this chapter by the commissioners or by each commissioner with respect to his department, as the charter may prescribe.

Plan IV -- "Manager Plan." Under this plan:
(1) There shall be a council of not less than five nor more than eleven members, elected either at large or from such geographical districts as may be established by the charter, or partly at large and partly from such geographical districts, and the charter may empower the council to change, from time to time, such districts without amending the charter: Provided, That the change of such districts shall not take effect during the terms of office of the members of such council making such change;
(2) There shall be a mayor elected by the council from among its membership who shall serve as the presiding officer of the council; and a city manager who shall be appointed by the council;
(3) The council shall be the governing body; and
(4) The manager shall be the administrative authority. He shall manage the affairs of the city under the supervision of the council and he shall be responsible to such council. He shall appoint or employ, in accordance with this chapter, all subordinates and employees for whose duties or work he is responsible to the council.

Plan V -- "Manager-Mayor Plan." Under this Plan:
(1) There shall be a council of not less than five nor more than eleven members, elected either at large or from such geographical districts as may be established by the charter, or partly at large and partly from such geographical districts, and the charter may empower the council to change, from time to time, such districts without amending the charter: Provided, That the change of such districts shall not take effect during the terms of office of the members of such council making such change.
(2) There shall be a mayor elected at large by the qualified voters of the municipality as may be established by the charter, who shall serve as a member and the presiding officer of the council; and a city manager who shall be appointed by the council;
(3) The council shall be the governing body; and
(4) The manager shall be the administrative authority. He shall manage the affairs of the city under the supervision of the council and he shall be responsible to such council. He shall appoint or employ, in accordance with this chapter, all subordinates and employees for whose duties or work he is responsible to the council.

Answer: See summary below.

Question: That last slide was just too busy. Summarize these five charter types?

Proof: https://code.wvlegislature.gov/8-3-2/

Plan I -- "Mayor-Council Plan." Under this plan:
(1) Council elected
(2) Mayor elected
(3) Mayor and council shall be the governing body and administrative authority

Plan II -- "Strong-Mayor Plan." Under this plan:
(1) Council elected
(2) Mayor elected
(3) Council shall be the governing body
(3) Mayor shall be the administrative authority

Plan III -- "Commission Government." Under this plan:
(1) Commission of (x) members elected
(2) Commission members shall elect a mayor from among their membership
(3) Commission shall be the governing body and administrative authority

Plan IV -- "Manager Plan." Under this plan:
(1) Council elected
(2) Mayor elected by the council from among its membership
(3) Mayor will be the presiding officer of the council
(4) Manager shall be appointed by the council
(5) Council shall be the governing body
(6) Manager shall be the administrative authority

Plan V -- "Manager-Mayor Plan." Under this Plan:
(1) Council elected
(2) Mayor elected
(2) Mayor shall serve as a member
(3) Mayor the presiding officer of the council
(4) Manager who shall be appointed by the council
(5) Council shall be the governing body
(6) Manager shall be the administrative authority

Part 6

Charles Town's Dysfunctional Municipal Charter

Answer: Charles Town effectively operates under a bizarre hybrid structure. That plan combines the following:

- **Plan II - Strong-Mayor Plan**
- **Plan V - Manager-Mayor Plan.**

Question: Which State prescribed charter plan does Charles Town actually use?

Proof: https://codelibrary.amlegal.com/codes/charlestown/latest/charlestown_wv/0-0-0-640

Plan II -- "Strong-Mayor Plan." Under this plan:
(1) Council elected
(2) Mayor elected
(3) Council shall be the governing body
(3) Mayor shall be the administrative authority

+

Plan V -- "Manager-Mayor Plan." Under this Plan:
(1) Council elected
(2) Mayor elected
(2) Mayor shall serve as a member
(3) Mayor the presiding officer of the council
(4) Manager who shall be appointed by the council
(5) Council shall be the governing body
(6) Manager shall be the administrative authority

Answer: See its index below.

Question: Ok, starting from the beginning, what does Charles Town's obsolete 1915 charter look like?

Proof: https://codelibrary.amlegal.com/codes/charlestown/latest/charlestown_wv/0-0-0-640

CHARTER OF THE CITY OF CHARLES TOWN, WEST VIRGINIA

EDITOR'S NOTE: The Charles Town Charter was enacted by the West Virginia Legislature in 1915. Dates in parentheses indicate amendments to the Charter.

TABLE OF CONTENTS

Sec. 1. Corporate limits. (5-26-05)
Sec. 2. Municipal authorities.
Sec. 3. Town incorporate.
Sec. 4. Corporate powers.
Sec. 5. Election of Mayor and Councilmen.
Sec. 6. Wards; elections therein. (5-26-05)
Sec. 7. Qualifications of Mayor, etc.
Sec. 8. Terms of office.
Sec. 9. Certificates of election. (5-26-05)
Sec. 10. Who may vote. (5-26-05)
Sec. 11. Vacancies in office.
Sec. 12. Mode of voting.
Sec. 13. Tie votes. (5-26-05)
Sec. 14. Contested elections. (5-26-05)
Sec. 15. Quorum.
Sec. 16. Number, terms, duties and compensation of appointive officers.
Sec. 17. Oath of Mayor and Councilmen.
Sec. 18. Failure to qualify.
Sec. 19. Presiding officer.
Sec. 20. Journal of Council.
Sec. 21. Powers of Council.
Sec. 22. Power to repair sidewalks, etc.
Sec. 23. General powers.
Sec. 24. Annual estimate.
Sec. 25. Annual levy.
Sec. 26. Licenses.
Sec. 27. Assessor.
Sec. 28. Sergeant
Sec. 29. Lien on real estate for taxes.
Sec. 30. Prohibition of shows.
Sec. 31. Bonds of Sergeant and Treasurer.
Sec. 32. Mayor; powers, duties, etc.
Sec. 33. Clerk; his duties and compensation.
Sec. 34 Sergeant; his duties, liabilities and compensation.
Sec. 35. Treasurer.
Sec. 36. Motion against Treasurer.
Sec. 37. Motion against Sergeant.
Sec. 38. Commissioner of Streets.
Sec. 39. Exemption from road and poor tax.
Sec. 40. Hitching yard. (5-26-05)
Sec. 41. Former toll roads within the corporate limits.
Sec. 42. Other provisions of law applicable.
Sec. 43. Rights reserved.
Sec. 44. Duties of the Council.
Sec. 45. Prisoners; how employed.
Sec. 46. Opening streets.

Answer: A small sampling is on below and the next page.

Question: What provisions of Charles Town's existing 1915 Charter are obsolete?

Proof: https://codelibrary.amlegal.com/codes/charlestown/latest/charlestown_wv/0-0-0-640

Page 1

SECTION 7. QUALIFICATIONS OF MAYOR, ETC.

The Mayor and Councilmen must be, at the time of their election and during their terms of office, owners in fee of real estate in said corporation of the value of two hundred and fifty dollars over and above all encumbrances, and be entitled to vote for members of its common Council.

SECTION 21. POWERS OF COUNCIL.

….to prevent injury or annoyance to the public or individuals from anything dangerous, offensive or unwholesome; to abate or cause to be abated anything which, in the opinion of the majority of the whole Council, shall be a nuisance; to regulate the keeping of gunpowder and other combustibles and explosives;

….. to issue bonds of the corporation and make sale thereof, but no such bonds shall be sold by said corporation for less than par, nor bearing a higher rate of interest than six percent per annum; nor shall said corporation be indebted on account of such issue at any period in a greater sum than ten thousand dollars without the consent of a majority of the voters of the Town expressed at an election held for that purpose; nor shall the whole indebtedness of said Town at any time ever exceed the sum of one hundred thousand dollars;

…. regulate the weighing of hay, coal, wood and other articles sold or for sale in said Town,

...to prescribe and enforce ordinances for the purpose of protecting the health, decency, morality and order of the Town and its inhabitants, and to punish violators of such ordinances, even if the offenses under and against such ordinances shall also constitute offenses under the laws of the State of West Virginia, or the common law, for which purpose also the jurisdiction of said Town shall extend for one mile beyond the corporate limits thereof.

SECTION 22. POWER TO REPAIR SIDEWALKS, ETC.

…If the owner or occupant of any sidewalk, footway, gutter or pavement in said Town, or of the real property next adjacent thereto, shall fail or refuse to curb, pave or keep the same clean, in the manner and within the time required by the Council, it shall be the duty of the Council to cause the same to be done at the expense of the said Town and to assess the amount of such expense upon such owner or occupant, and the same may be collected by the Town sergeant in the manner herein provided for the collection of Town taxes.

SECTION 24. ANNUAL ESTIMATE.

…The Council shall cause to be made up annually and entered upon its journal an accurate estimate of all sums which are or may become lawfully chargeable on said Town, and which ought to be paid within one year, and it shall order a Town levy of so much, in its opinion, as may be necessary to pay the same; provided, however, that the tax rate shall not exceed thirty-five cents on the one hundred dollars, except where it appears to the satisfaction of the Council that a levy of thirty-five cents on each one hundred dollars will not produce sufficient revenue in any one year to pay current expenses, the interest on the bonded indebtedness of the Town, and provide for a sinking fund sufficient to liquidate such bonded indebtedness within the time prescribed by law; and in such case, the Council may, by a vote of a majority of all members elected to the Council, increase such tax rate to such a rate, not exceeding fifty cents on the one hundred dollars, as may be necessary for the purpose aforesaid.

SECTION 25. ANNUAL LEVY.

….The levy so ordered shall be upon all male persons resident of said Town over the age of twenty-one years, dogs, and all real and personal estate within the said Town, subject to State or County taxes; provided, that the tax so levied upon persons does not exceed two dollars per head.

SECTION 29. LIEN ON REAL ESTATE FOR TAXES.

…There shall be a lien upon real estate within said corporation for the Town taxes assessed thereon, from the commencement of the year in which they are assessed, and for all other assessments, fines and penalties assessed or imposed upon the owners thereof by the authorities of the Town, from the time the same are so assessed or imposed, which liens shall be enforced by the Council in the same manner as the lien for taxes for county purposes is now enforced or by suit in equity in the circuit court of Jefferson County. The lien aforesaid shall have priority over all other liens, except that for taxes due the State.

SECTION 30. PROHIBITION OF SHOWS.

The Council may prohibit any theatrical or other performance, show or exhibition which it may deem injurious to the morals or good order of the Town.

SECTION 32. MAYOR; POWERS, DUTIES, ETC.

The Mayor shall be the chief executive officer of the Town, and shall take care that all bylaws, ordinances and orders of the Council are faithfully executed. He shall be ex officio a conservator and justice of the peace within said Town, and shall, within the same, exercise all the powers and duties vested in justices, except that he shall have no jurisdiction as such in civil cases. He shall have control of the police of the Town, and may appoint special police officers whenever he deems it necessary; and it shall be his duty especially to see that the peace and good order of said Town are preserved, and that the persons and property therein are protected; and to this end he may cause the arrest and detention of all riotous and disorderly persons in said Town before issuing his warrant therefor. He shall have power to issue executions for all fines, penalties and costs imposed by him, or he may require the immediate payment thereof, and in default of such payment he may commit the party in default to the jail of Jefferson County until the fine or penalty and costs shall be paid, to be employed during the term of his imprisonment as hereinafter provided; but the term of imprisonment in such case shall not exceed thirty days. He shall, from time to time, recommend to the Council such measures as he may deem needful to the welfare of the Town. He may receive a compensation for his services, to be fixed by the Council, which shall not be increased nor diminished during the term for which he was elected.

SECTION 33. CLERK; HIS DUTIES AND COMPENSATION.

It shall be the duty of the Clerk to keep the journal of the proceedings of the Council, and to have charge of and preserve the records, papers, documents, contracts, etc., of the Town. He shall attend the Mayor in all his examinations, issue his orders, swear witnesses, and perform all the duties of a Clerk in the Council and Mayor's Court. He shall receive such compensation for his services as may be fixed by the Council, which shall not be increased nor diminished during his term of office.

SECTION 39. EXEMPTION FROM ROAD AND POOR TAX.

The said Town, and the taxable persons and property therein, shall be exempt and free from the payment of any poor taxes or ordinary road tax, and from contributing to any county expenses for the poor and the ordinary roads and bridges of said County, outside of the corporate limits of the said Town, for any year in which said Town shall, at its own expense, provide for its own poor and keep its streets and bridges in order.

SECTION 45. PRISONERS; HOW EMPLOYED.

The Council shall provide for the employment and safekeeping of persons who may be committed for default in payment of fines, penalties, or costs under this Act, and who are otherwise unable to discharge the same, by putting them to work for the benefit of the Town; shall keep on hand an ample supply of necessary material for the same, and shall provide all necessary tools, implements, fixtures, and facilities for the immediate employment of any and all of such persons; shall fix a reasonable rate per diem as wages to be allowed every person, until such fine and costs against him are discharged; and the clerk shall keep an account of all fines and penalties so collected and expended.

Answer: A small sampling is on below

Question: What are the primary conflicts in Charles Town's existing 1915 Charter are obsolete?

- Majority of the provisions in the current charter are obsolete, thus useless.
- Charter conflicts with all five charter types defined in Chapter 8, Article 3, Section 2 of West Virginia's State Code.
- Creating the tools to manage a modern municipal government are functionally non-existent.
- Charter was a cutting-edge charter in 1915. This was during the second year of WWI.
- Several provisions were updated in 2005, however most of those are now obsolete.
- First major mishap concerning charter provisions occurred in 2016.
- Several attempts to tinker (DIY) with this obsolete charter have occurred since 2016.
- City Clerk's position is defined.
- City Manager's position is not even defined.
- Clerk's position conflicts with the City Manager's position.
- Overlapping authorities and powers between the Mayor, City Manager.
- Mayor has many overlapping powers in the all three branches (executive, legislative and judicial branches. This disrupts legally mandated balance of power.
- Council's powers are truly ill defined.
- Simply adding revisions to the Council's Article 111 Rules of Council, only create more overlapping power, and with it confusion.
- Functionally, there is no guidance on replacing council members.

Part 6

A Functional Charter for Charles Town

Answer: See condensed summary of the **Plan V -- "Manager-Mayor Plan.**

Question: In developing a new charter, what plan is closest to Charles Town's existing governing structure?

Proof: https://code.wvlegislature.gov/8-3-2/

Plan V -- "Manager-Mayor Plan." Under this Plan:

(1) Council elected
(2) Mayor elected
(2) Mayor shall serve as a member
(3) Mayor the presiding officer of the council
(4) Manager who shall be appointed by the council
(5) Council shall be the governing body
(6) Manager shall be the administrative authority

Answer: See list and links below.

Question: What are some other cities with Plan V charters in West Virginia?

Proof:

- Ranson
- Oak Hill West Virginia
- Martinsburg, West Virginia
- Wheeling, West Virginia
- Bridgeport, West Virginia
- Morgantown
- Weirton
- Fairmont

Answer: See the index of Morgantown's charter. Also, the previous page provides links to other Plan V charters that could be considered.

Question: For context. What should an ideal, and functioning template for a Plan V charter look like?

Proof: https://codelibrary.amlegal.com/codes/charlestown/latest/charlestown_wv/0-0-0-640

CHARTER OF THE CITY OF MORGANTOWN

Article I POWERS OF THE CITY
Sec. 1.01. Incorporation.
Sec. 1.02. Powers of the City.
Sec. 1.03. Construction.
Sec. 1.04. Intergovernmental relations.
Article II CITY COUNCIL
Sec. 2.01. Composition, eligibility, election and terms.
Sec. 2.02. Compensation; expenses.
Sec. 2.03. Mayor.
Sec. 2.04. General powers and duties.
Sec. 2.05. Prohibitions.
Sec. 2.06. Vacancies; forfeiture of office; filling of vacancies.
Sec. 2.07. Judge of qualifications.
Sec. 2.08. City clerk.
Sec. 2.09. Inquiries or investigations.
Sec. 2.10. Independent audit.
Sec. 2.11. Procedure.
Sec. 2.12. Action requiring an ordinance.
Sec. 2.13. Ordinances in general.
Sec. 2.14. Emergency ordinances.
Sec. 2.15. Codes of technical regulations.
Sec. 2.16. Codification and printing.
Sec. 2.17. Resolutions for intergovernmental agreements.
Article III CITY MANAGER
Sec. 3.01. Appointment; qualifications; compensation.
Sec. 3.02. Removal.
Sec. 3.03. Acting City Manager.
Sec. 3.04. Powers and duties of the City Manager.
Article IV ADMINISTRATIVE DEPARTMENTS AND AGENCIES
Sec. 4.01. General provisions.
Sec. 4.02. Boards, authorities and commissions.
Sec. 4.03. Judge of the police court.
Sec. 4.04. City Attorney.
Sec. 4.05. Personnel system.
Article V FINANCIAL PROCEDURES
Sec. 5.01. Fiscal year.
Sec. 5.02. Submission of budget and budget message.
Sec. 5.03. Budget message.
Sec. 5.04. Budget.
Sec. 5.05. Capital program.
Sec. 5.06. Council action on budget.
Sec. 5.07. Council action on capital program.
Sec. 5.08. Public records.
Sec. 5.09. Amendments after adoption.
Sec. 5.10. Lapse of appropriations.
Sec. 5.11. Administration of budget.
Article VI PLANNING AND ZONING
Sec. 6.01. Planning Commission and Board of Zoning Appeals.
Sec. 6.02. Planning Commission.
Sec. 6.03. Comprehensive plan.
Sec. 6.04. Vacancies in office.
Article VII NOMINATIONS AND ELECTIONS
Sec. 7.01. City elections.
Sec. 7.02. Nominations.
Sec. 7.03. Council ballots.
Sec. 7.04. Determination of election results.
Sec. 7.05. Wards, adjustment of ward boundaries.
Article VIII INITIATIVE, REFERENDUM AND RECALL
Sec. 8.01. General authority.
Sec. 8.02. Commencement of proceedings; petitioners' committee; affidavit.
Sec. 8.03. Petitions.
Sec. 8.04. Procedure after filing.
Sec. 8.05. Referendum petitions; suspension of effect of ordinance.
Sec. 8.06. Action on petitions.
Sec. 8.07. Power of recall.
Sec. 8.08. Election under recall petition.
Sec. 8.09. Filling council vacancy caused by recall.
Sec. 8.10. Results of election.
Article IX GENERAL PROVISIONS
Sec. 9.01. Personal financial interest.
Sec. 9.02. Prohibitions.
Sec. 9.03. Charter amendments.
Sec. 9.04. Separability.
Sec. 9.05. Oaths.
Article XTRANSITIONAL PROVISIONS
Sec. 10.01. Officers and employees.
Sec. 10.02. Departments, offices and agencies.
Sec. 10.03. Pending matters.
Sec. 10.04. Effect of existing ordinances, etc.
Sec. 10.05. Wards.
Sec. 10.06. Schedule.

Answer: Yes.

(1) When considering replacing Charles Town's charter, the provision used by Ranson in 2013 to grandfather the Chief of Police into remaining an appointee of the Mayor is a good compromise in terms of stability. That language is below.

(2) The City Council should contract out legal assistance from a lawyer experienced in charter and West Virginia Constitutional law.

(3) City should request assistance from the WV Attorney General Office. The AG's office may have developed expedited procedures for charter revisions and review.

(4) While it is easy to say that some parts of State Code legally supersede some of Charles Town's obsolete Charter provisions, therefore the Charter does not need to be replaced in total. This may be true in legal theory, but in practical reality, it does not work.

Question: Anything else?

Sec. 14. - Form of government; appointment, removal and qualification of a city manager.
(a)
A "Manager-Mayor Plan", set forth as "Plan V" in Section 2, Article 3 of Chapter 8 of the West Virginia Code 1931, as amended, is established as the form of government for the City of Ranson. There shall be a Mayor elected at large by the qualified voters of the City, as provided within this Charter, who shall serve as a member and the presiding officer of the Council; and a Manager who shall be appointed by the Council. The Council and Mayor shall be the governing body. The Manager shall be the administrative authority. The Manager shall manage the affairs of the City under the supervision of the Council and shall be responsible to the Council. The Manager shall appoint or employ, in accordance with Chapter 8 of the West Virginia Code and this Charter, all subordinates and employees for whose duties or work the Manager is responsible to Council. The Chief of Police shall remain an appointee of the Mayor until or unless the City Council adopts an ordinance giving the authority to the Manager to appoint the Chief of Police.

https://codelibrary.amlegal.com/codes/charlestown/latest/charlestown_wv/0-0-0-640

The End

ARTICLE 169. UTILITY BOARD[1]

Sec. 169.01. Creation; members; compensation.

(a) Upon the issuance of the combined waterworks and sewerage system refunding revenue bonds, the management, control and operation of the waterworks system and the sewerage system of the City shall be vested in the Morgantown Utility Board (the "Board"), created, appointed and functioning as hereinafter provided.

(b) The management, control and operation of the stormwater drainage and sewer system of the City shall be vested in the Morgantown Utility Board.

(c) The Board shall consist of five persons, each of whom shall be residential customers of the Morgantown Utility Board, shall be persons of outstanding reputation, ability and integrity, and shall be appointed by Council. No more than two of the appointees may be citizens of Monongalia County, residing outside of the corporate limits of the City; all remaining appointees shall be citizens and residents of the City. The City Manager shall notify all appointees of their appointment. The terms of such Boardmembers first appointed shall be for one, two, three, four and five years, respectively, from the first day of the month in which appointed. In the event of a vacancy and also within 30 days after the expiration of the term of office of any Boardmember, a successor shall be appointed by Council. All vacancies shall be filled for the unexpired term only and all other appointments shall be for a term of five years, to commence on the date following the scheduled expiration date of the previous term. The Board shall adopt rules of procedure for the time and place of its meetings and the conduct thereof. Any Boardmember shall be eligible for reappointment upon the expiration of his term. The Boardmembers shall each receive compensation for their services at the rate established by ordinance of Council and in addition, shall be reimbursed for any and all expenses incurred in the performance of their duties under order of the Board. Each Boardmember shall be subject to removal for just cause by Council by the recorded vote of a majority of Council after a public hearing thereon. The decision of Council as to such removal shall be final and not subject to review by any court, arbitrator or other body, and each Boardmember accepting such appointment shall acknowledge the finality of such decision.

(Ord. No. 11-50, 12-20-2011)

Sec. 169.02. Organization.

At the first meeting of the Board and annually thereafter, it shall organize by designating one of the Boardmembers to act as chairman and another or others to act as secretary and/or treasurer thereof. The chairman shall preside at all meetings when present and shall call special meetings on his own motion, or when requested to do so by any two Boardmembers. The secretary shall keep a record of the proceedings which shall be available for inspection as other Municipal records. The treasurer shall disburse the funds of the Board as directed by it. In the event that any Boardmember shall be unable to fulfill the duties of his office for a period of six months, a majority of the remainder of the Boardmembers may declare the office of such Boardmember vacant and Council shall thereupon fill such vacancy as otherwise provided for herein.

[1]State law reference(s)—Combined waterworks and sewage system—see W. Va. Code Art. 8-20.

(Ord. of 9-1-1987)

Sec. 169.03. Powers and duties.

The Board shall have full and complete supervision, management and control of the waterworks system, the sewerage system and the stormwater system, including the maintenance, operations, improvements and extension thereof, all of which shall be combined as a single system under Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "system"). All bills for water, sewer and stormwater service shall be collected and accounted for by the Board in the manner and form required by law, the Public Service Commission and/or the ordinances of the City, and all disbursements and accounts of the system shall be ordered paid out only upon approval of such Board; provided however, that all such supervision, management and control of the systems and the collection and accounting for bills for water, sewer and stormwater service shall be consistent and in accordance with any ordinance pursuant to which the City may have authorized and issued any bonds from time to time outstanding, which by their terms are payable from and secured by the revenues of the system. The Board shall have the power and authority to make all contracts, agreements and other matters necessary or proper for the full complete supervision, management and control of the system.

(Ord. No. 07-15, 5-1-2007)

Sec. 169.04. General Manager created; other employees.

The Board shall have power to employ, affix the compensation of and discharge a General Manager of the system and shall direct, employ and fix the compensation of and discharge all other employees of the system. The General Manager of the system, upon his appointment and taking office, shall furnish and file with the City Clerk, a bond in the sum and penalty of $50,000.00, the cost of such bond to be payable from revenues of the system and such bond shall be payable to the City and conditioned as to the faithful performance of the General Manager's duties as are fixed by the Board.

(Ord. No. 02-13, 5-21-2002)

Sec. 169.05. Financial reports; minutes; budget.

The Board shall provide reports, at least semiannually, or as otherwise required by law, to the City Manager and Council, indicating the Board's financial condition. The Board shall also, if requested by the Mayor or City Manager provide the City with yearly audited financial statements, minutes of all meetings of the Board, an annual budget and other information as may reasonably be requested.

(Ord. of 9-1-1987)

Sec. 169.06. Waterworks, sewerage system, and stormwater system accounts; personnel policies.

Following the defeasance of the water revenue bonds and sewer revenue bonds, all assets and liabilities of the waterworks system and sewerage system, including accounts receivable and accounts payable and all employees thereof, shall be under the management and control of the Board. All assets and liabilities of the stormwater system, including accounts receivable and accounts payable, shall be under the management and control of the Board. Personnel policies and practices and other matters affecting employees of the Board, except pensions, shall be determined by the Board.

(Ord. No. 02-13, 5-21-2002)

Sec. 169.07. Pension plan.

Upon transfer of the management and control of the employees of the waterworks system and sewerage system to the Board, all such employees shall be under the general pension plan of the City, subject to such adjustments as shall be provided for by resolution of Council.

(Ord. of 9-1-1987)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-257: Charles Town Police Department January Statistical Report

ATTACHMENTS:

- January 2025 CTPD Stats.pdf

Charles Town Police Department
Monthly Stat Report

January 2025

911 Hangup	2
Abandoned Vehicle	4
Alarm	21
Animal Complaint	1
Assault	2
ATV Complaint	1
BOLO	1
Breaking and Entering	
Breaking and Entering Veh	
Building Check	67
Capias Recall by Court	16
Capias Service	2
Child Abuse/Neglect	1
Code Enforcement	
Court/Bailiff Duty	2
Crossing Guard Duties	
Destruction of Property	
Directed Patrol	330
Disabled Vehicle	4
Disturbance	19
Domestic Battery	
Drug Activity	4
DUI	2
EMS Assist	1
Fingerprinting	8
Fight	
Fire Assist	2
Follow Up	26
Foot Patrol	1
Found Property	1
Fraud	6
Gunshots Heard	1
Hardcopy Check	3
Internet Crimes Against Child	1
Information	1
Intoxicated Person	
Juvenile Complaint	4
Loose Dog	

Missing Person	
Motorist Assist	15
MVA w/ Entrapment	
MVA Hit and Run	5
MVA No Injury	17
MVA Into Structure	
MVA w/ Injury	4
Nuisance	3
Open Door	1
Out of Car (Investigation/Meeting/Court)	12
Overdose	1
Overdose-Death	
Panhandling	1
Parking Complaint	5
Public Assist (In Person Contact)	26
Public Service (Phone Contact)	59
Pursuit	2
Residential Lockout	
Road Patrol	9
Robbery	
Sexual Assault	
Special Event/Detail	7
Stabbing	1
Suspicious Activity	4
Suspicious Mail	
Suspicious Person	2
Suspicious Vehicle	6
Theft	3
Threats	1
Traffic Hazzard	6
Transport	
Trespassing	2
Unattended Death	1
VIN Verification	2
Warrant Service	7
Welfare Check	12
Wires Down	
Total calls of service	**748**

Assists/Back-Ups:				
	Ranson	4	Sheriffs Dept.	22
	Harpers Ferry		State Police	2
	Shepherdstown		Other (not including CTPD)	6
			Total Assists	**34**

	Male	Female	Caucasian	African American	Hispanic	Asian	Other/ Unknown	Total
Defendants:	23	5	22	5	0	0	1	**28**
Total Charges	52	11	46	14	0	0	3	**63**
Citations:								**223**
- Moving								**110**
- Nonmoving								**109**
- Criminal								**4**
- S Ticket (Parking)								**0**
Stops	127	48	120	22	26	3	4	**175**
Warnings:								**114**
Stops	64	50	94	6	9	2	3	**114**
Total	**214**	103	**236**	**33**	**35**	**5**	**8**	
Incident Report								**64**
Parking								
- Citations								**176**
-Warnings								**23**

Charles Town Police Department
Monthly Stat Report
Charges by Offense/Gender/Race

January 2025

	Male	Female	Caucasian	African American	Hispanic	Asian	Unknown
PART I OFFENSE							
Burglary (Daytime)							
Burglary (Nighttime)							
Grand Larceny							
Malicious Assault	1		1				
Malicious Wounding							
Attempted Murder 1st Degree							
Murder 1st Degree							
Petit Larceny							
Robbery - Attempted							
Robbery							
Robbery 2nd Degree							
Sexual Assault 1st Degree							
Shoplifting							
Shoplifting 2nd Offense							
Shoplifting 3rd Offense							
Strangulation							
TOTAL	1	0	1	0	0	0	0
PART II OFFENSE							
Assault							
Attempted Disarm of Police Officer							
Attempted Escape from Custody	1		1				
Battery	2			2			
Battery on Law Enforcement/EMS	1	1	1				1
Bond Revocation	1	1	2				
Breaking and Entering							
Capias Served	1		1				
Child Abuse Resulting in Injury							
Child Neglect Creating Risk of Injury 2nd Offense		2	2				
Conspiracy							
Conspiracy to Distribute Fentanyl							
Conspiracy to Distribute MDMA							
Criminal Invasion of Privacy							
Cultivation of Marijuana							
Deadly Weapon on School Property							
Delivery of Controlled Substance							
Destruction of Property							
Destruction of Property - Felony							
Disorderly Conduct							
Distribution of Crack Cocaine							
Disturbing the Peace							
Domestic Assault							
Domestic Battery	1		1				
Domestic Battery 2nd Offense							
Domestic Battery 3rd Offense							
Driving Revoked for DUI	1		1				
Driving Revoked for DUI 2nd							
Driving Revoked for DUI 3rd							
Driving Revoked Non DUI Admin							
DUI							
DUI 2nd							
DUI 3rd							
DUI Aggravated	1		1				
DUI Causing Bodily Injury							
DUI - Drugs		1	1				

Charles Town Police Department

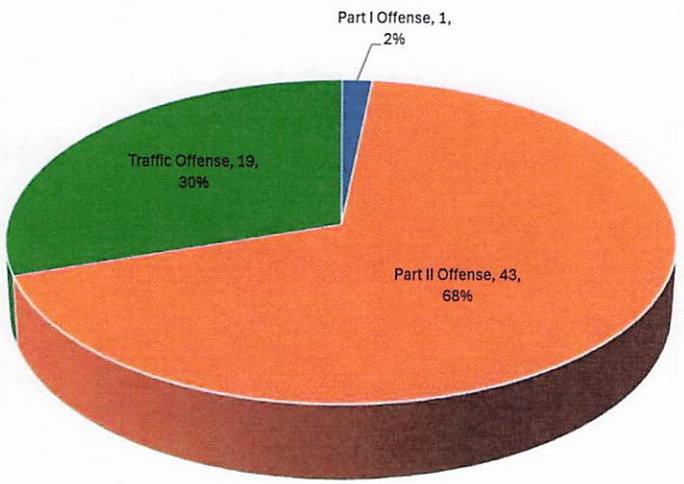
Monthly Stat Report

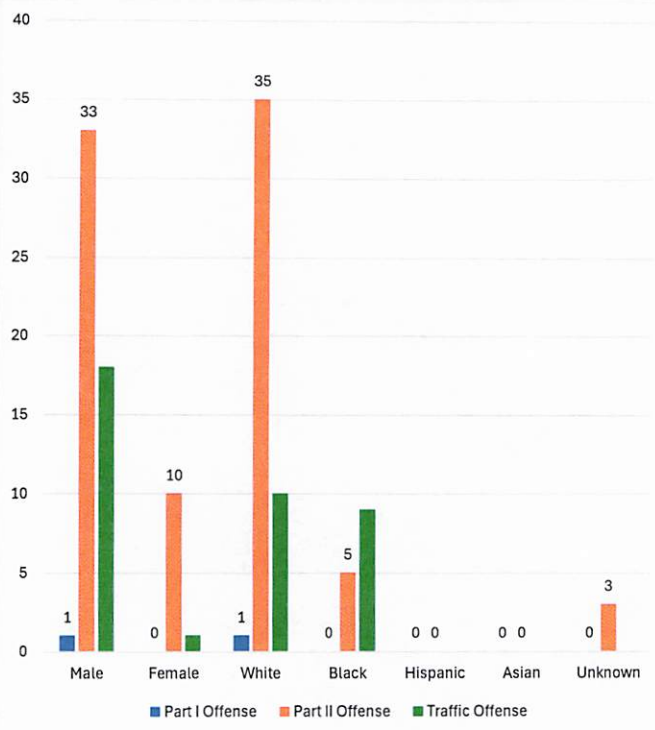
Charges by Offense/Gender/Race

DUI - Drugs 2nd Offense							
DUI w/ Minor							
Embezzlement	1		1				
Failure to Register for Child Abuse Registry							
False Alarm of Fire							
False Reporting of an Emergency							
Felon Concealing Firearm							
Felon in Possession of Firearm							
Fingerprint Refusal		1	1				
Fleeing in Vehicle	1		1				
Fleeing on Foot	2	1	1	2			
Fleeing with Reckless Indifference	1			1			
Fraudulent Registration	1		1				
Fraudulent MVI	1		1				
Fraudulent Schemes	1		1				
Fugitive from Justice	1		1				
Interfering with Emergency Communication							
Keeping Vicious Dog							
Obscene, Harassing Telephone Calls							
Obstructing an Officer	3	1	3				1
Obtain Money, Property, Services by False Pretense	2		2				
Open Container							
Open Container in Vehicle	1		1				
Persuading Minor to Film Sexually Explicit Conduct							
Phone Harassment							
Pimping							
Possession Deadly Weapon by Minor							
Possession of Acetaminophene Hydrocondone							
Possession of Amphetamine							
Possession of Crack Cocaine	1		1				
Possession of Fentanyl	1		1				
Possession of Marijuana	3		3				
Possession of Methamphetamine	1		1				
Possession of Oxycodone w/out Prescription							
Possession of Vape Product under 18							
Possession w/ Intent to Deliver Marijuana		1	1				
Possession of Stolen Property							
Possession w/ Intent to Deliver Cocaine							
Possession w/ Intent to Deliver MDMA (Molly)							
Possession w/ Intent to Deliver Fentanyl							
Probation Violation							
Prohibited Person in Poss of Firearm	1		1				
Prostitution							
Prostitution 2nd Offense							
Providing Alcohol to Under 21							
Public Intoxication							
Reckless Driving							
Resisting Arrest	2	1	2				1
Sexual Abuse 1st Degree							
Theft of Utilities							
Trespassing into Structure							
Violation of Rabies Quarantine Requirements							
Willful Disruption of Government Process							
Worthless Check							
TOTAL	**33**	**10**	**35**	**5**	**0**	**0**	**3**

Charles Town Police Department
Monthly Stat Report
Charges by Offense/Gender/Race

TRAFFIC OFFENSE							
Cell Phone Violation							
Child Safety Restraint Violation							
Defective Equipment							
Driving Suspended							
Driving Suspended 2nd Offense	2		2				
Driving Suspended 3rd Offense	1			1			
Driving Too Fast for Conditions							
Exp/No MVI	2		1	1			
Expired/No Operators	2		1	1			
Expired/No Registration	2	1	2	1			
Fail to Keep Right							
Fail to Maintain Control							
Fail to Obey Traffic Control Device	2			2			
Fail to Obtain WV Operators							
Fail to Report Accident							
Failure to Yield At Intersection	1		1				
Following to Closely							
Improper Passing on the Left	2			2			
Improper Registration	1			1			
Leaving the Scene of Accident							
Left of Center							
No Insurance/No Proof of Insurance	2		2				
No Motorcycle Endorsement							
No Seatbelt							
One Way Violation							
Passing on Right							
Red Light Violation							
Speeding	1		1				
Speeding 3rd Offense							
TOTAL	**18**	**1**	**10**	**9**	**0**	**0**	**0**
TOTAL CHARGES	**52**	**11**	**46**	**14**	**0**	**0**	**3**





Charles Town Police Department

SRO Monthly Report

Washington High School & Charles Town Middle School 2024-2025 /January 2025

Alcohol Related	0	Fire/Shelter Drills	0	SRO Use of Force	0
Battery on School Employee	0	Found Property	0	Suspensions	2
Citizen Assist	0	Incident Reports	1	Threats	0
Directed Patrols	0	Juvenile Petitions	2	Tobacco Related	1
Disturbance	0	Marijuana Possession	0	Trespassing	0
Evacuations	0	Parental Contacts	0	Vandalism/Theft	0
Extra Curricular Activities	5	Parking Complaints	0	Vehicle Accident	0
Fights	1	Reckless Driver	0	Welfare Check	0
Fire Department Assist	0	Social Media Related	0	***Total Involvements***	***12***

Officer Notes/Misc. Information: School was out for approximately 10 days due to weather

YOUTH SERVICES:	
Total Classes Taught:	
Students in Class:	
Topics Taught:	
One on One Contacts:	
Total Students Served:	

Charles Town Police Department

Total Traffic Citation Report, by Violation

Violation	Description	Total
17A-3-16	Expired Registration	29
17A-3-1a(a)	New Residence Reg-30 Days	1
17A-9-2	No Or Expired Registration	32
17A-9-3	Improper Registration	1
17A-9-4	Fraudulant Registration	1
17B-2-1	No Operators	6
17B-2-12	Expired Operators	3
17B-2-13	Operators Fail To Change Address	1
17B-2-1a(b)	Failure To Obtain WV Operator's	1
17B-2-3a	GDL License Violations	1
17B-4-3(a)	Driving Suspended/2nd/3rd	7
17B-4-3(b)	Driving Revoked For DUI/2nd/3rd	1
17C-14-15	Use Handheld Communication Device	1
17C-16-8	False Certificate MVI	1
17C-16-9	No Or Expired MVI	29
17C-3-4	Fail To Obey Traffic Control Device	7
17C-3-5	Fail To Obey Traffic Light	18
17C-4-2	Leaving The Scene Of An Accident	2
17C-5-2(e)	Basic DUI <.15	1
17C-5-2(f)	Aggravated DUI >.15	1
17C-5D-3(b)	Possess Open Container In Vehicle	1
17C-6-1(a)	Too Fast For Conditions	1
17C-6-1a	Failure To Maintain Control	7
17C-6-1b	Speeding	43
17C-7-3	Improper Passing/Audible Signal	2
17C-7-4	Passing On Right-Off Road	1
17C-9-1	Fail Yield At Intersection	1
17D-2A-3	No Insurance	9
17D-2A-4	No Proof Of Insurance	7
61-5-17(e)	Fleeing In Vehicle	1
61-5-17(f)	Fleeing Vehicle (Reckless)	1
CTPD171.07	Failure To Appear For Trial (CAPIAS)	1
CTPD531.03	Possession Of Marijuana <15gms	3
CTPD533.07(a)	Littering	1

Report Totals **223**

Report Includes:
All dates of issue between `00:00:00 01/01/25` and `23:59:59 01/31/25`, All agencies matching `CTPD`, All issuing officers, All areas, All courts, All offense codes, All dispositions, All citation/warning types

Charles Town Police Department

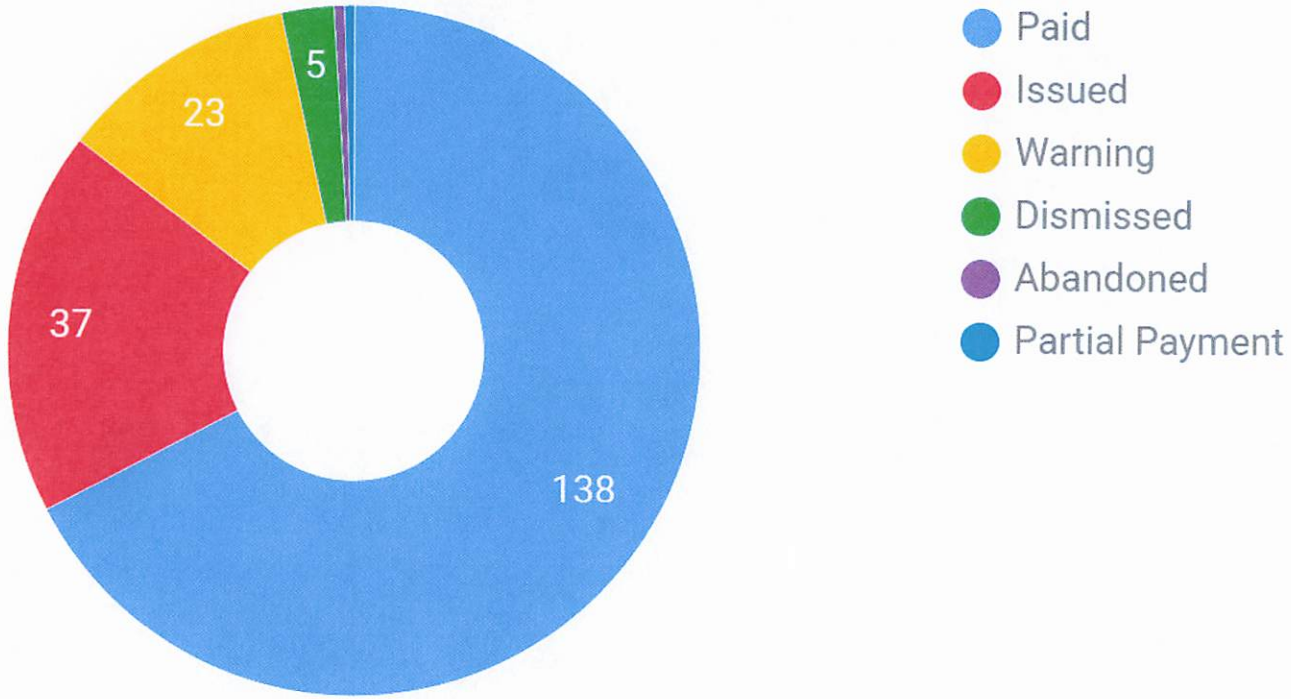
Total Traffic Warning Report, by Violation

Violation	Description	Total
17A-3-15	Improper Display Of Registration	11
17A-3-16	Expired Registration	18
17C-14-2	Improper Backing	1
17C-14-4	Driver's View Or Controls Obstructed	2
17C-15-1	Unsafe-Improperly Equipped Vehicle	17
17C-15-2	Driving Without Headlights	1
17C-16-9	No Or Expired MVI	6
17C-3-4	Fail To Obey Traffic Control Device	8
17C-3-5	Fail To Obey Traffic Light	15
17C-3-5(c)	Right on Red	4
17C-6-1(a)	Too Fast For Conditions	4
17C-6-1a	Failure To Maintain Control	1
17C-6-1b	Speeding	11
17C-6-3a	Impeding Traffic	1
17C-7-1	Fail to Keep Right	1
17C-7-4	Passing On Right-Off Road	1
17C-7-5	Passing On Left Unsafely	2
17C-7-6	Left of Center	1
17C-7-9	Improper Lane Change	2
17C-9-1	Fail Yield At Intersection	4
CTPD333.03	Hazardous Driving	2
CTPD349.15	Shortcutting Traffic Control Device	1
	Report Totals:	**114**

Report Includes:

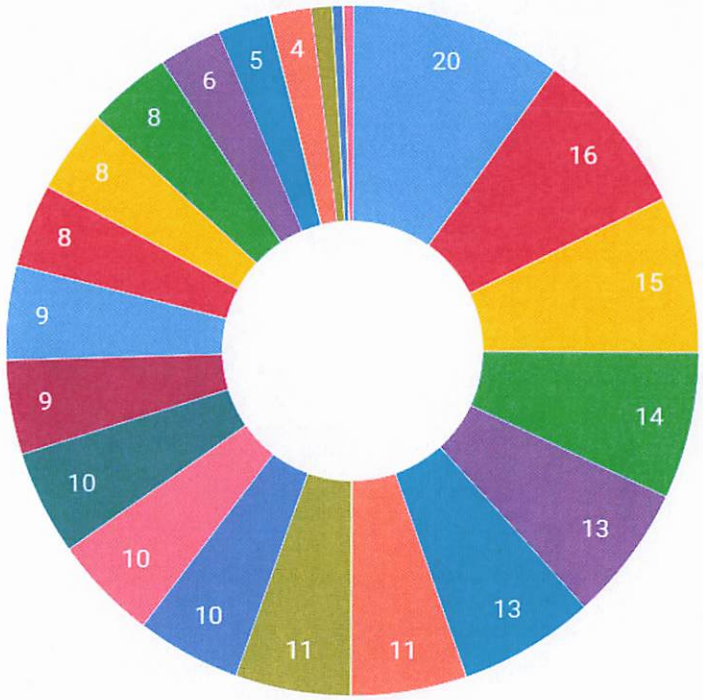
All dates between `00:00:00 01/01/25` and `23:59:59 01/31/25`, All agencies matching `CTPD`, All issuing officers, All areas, All violations

City of Charles Town - Tickets By Status (Jan. 2025)



Data as of 2/18/2025, 12:00:00 AM

City of Charles Town - Tickets By Location (Jan. 2025)

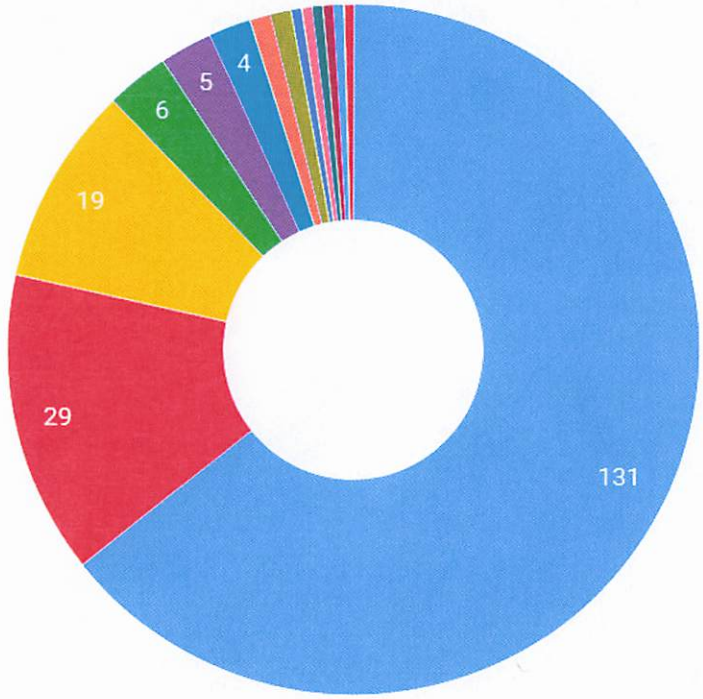


- 100 BLOCK EAST LIBERTY STREET
- 100 BLOCK NORTH CHARLES STREET
- 100 BLOCK EAST CONGRESS STREET
- 200 BLOCK WEST WASHINGTON STREET
- 100 BLOCK SOUTH CHARLES STREET
- 100 BLOCK WEST WASHINGTON STREET
- 100 BLOCK WEST CONGRESS STREET
- 100 BLOCK WEST LIBERTY STREET
- 100 BLOCK NORTH SAMUEL STREET
- 200 BLOCK NORTH GEORGE STREET
- 100 BLOCK NORTH LAWRENCE STREET
- 200 BLOCK WEST LIBERTY STREET
- CHARLES STREET PARKING LOT
- LAWRENCE STREET PARKING LOT
- 100 BLOCK SOUTH LAWRENCE STREET
- 100 BLOCK SOUTH SAMUEL STREET

1/2

Data as of 2/18/2025, 12:00:00 AM

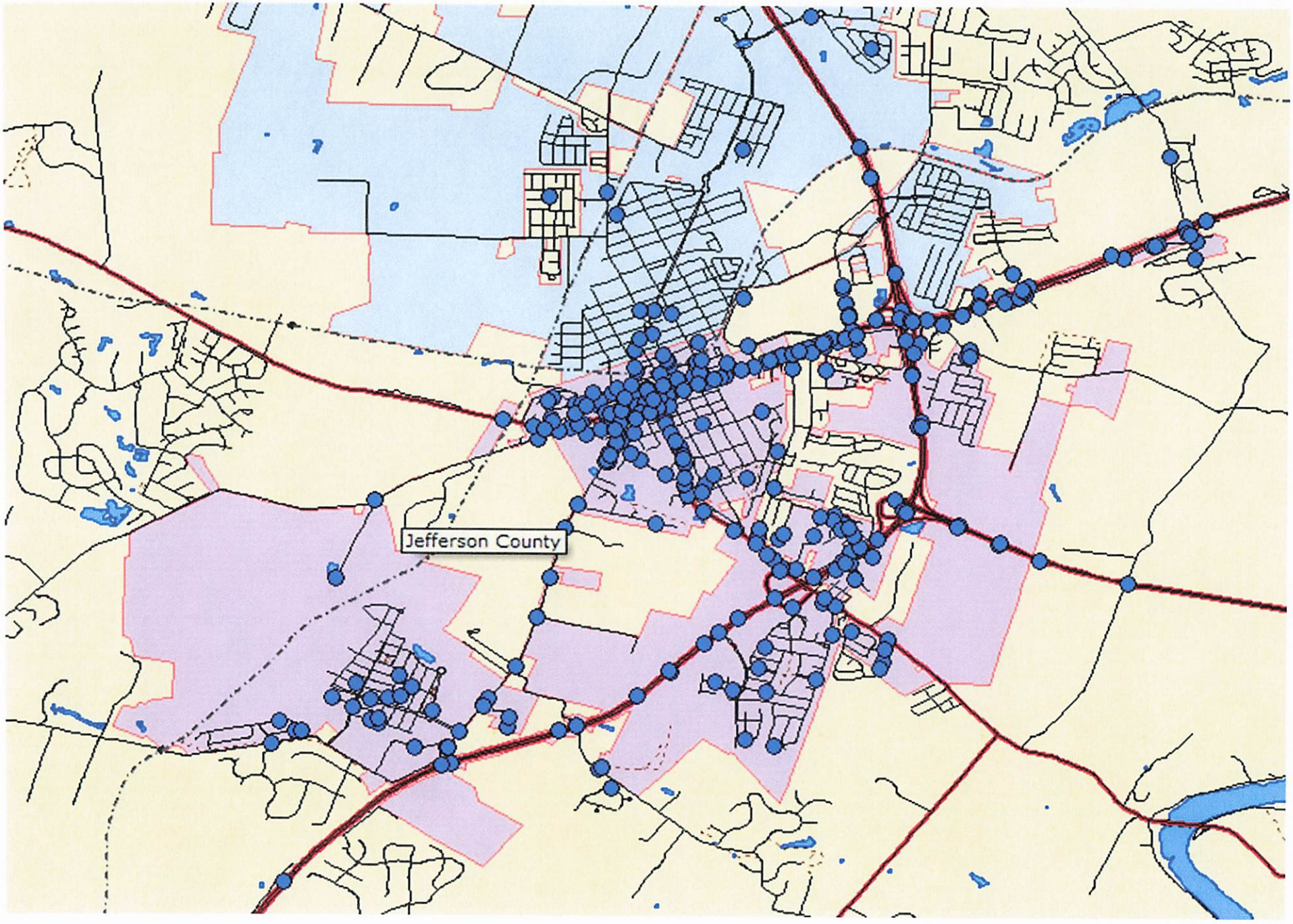
City of Charles Town - Tickets By Violation (Jan. 2025)



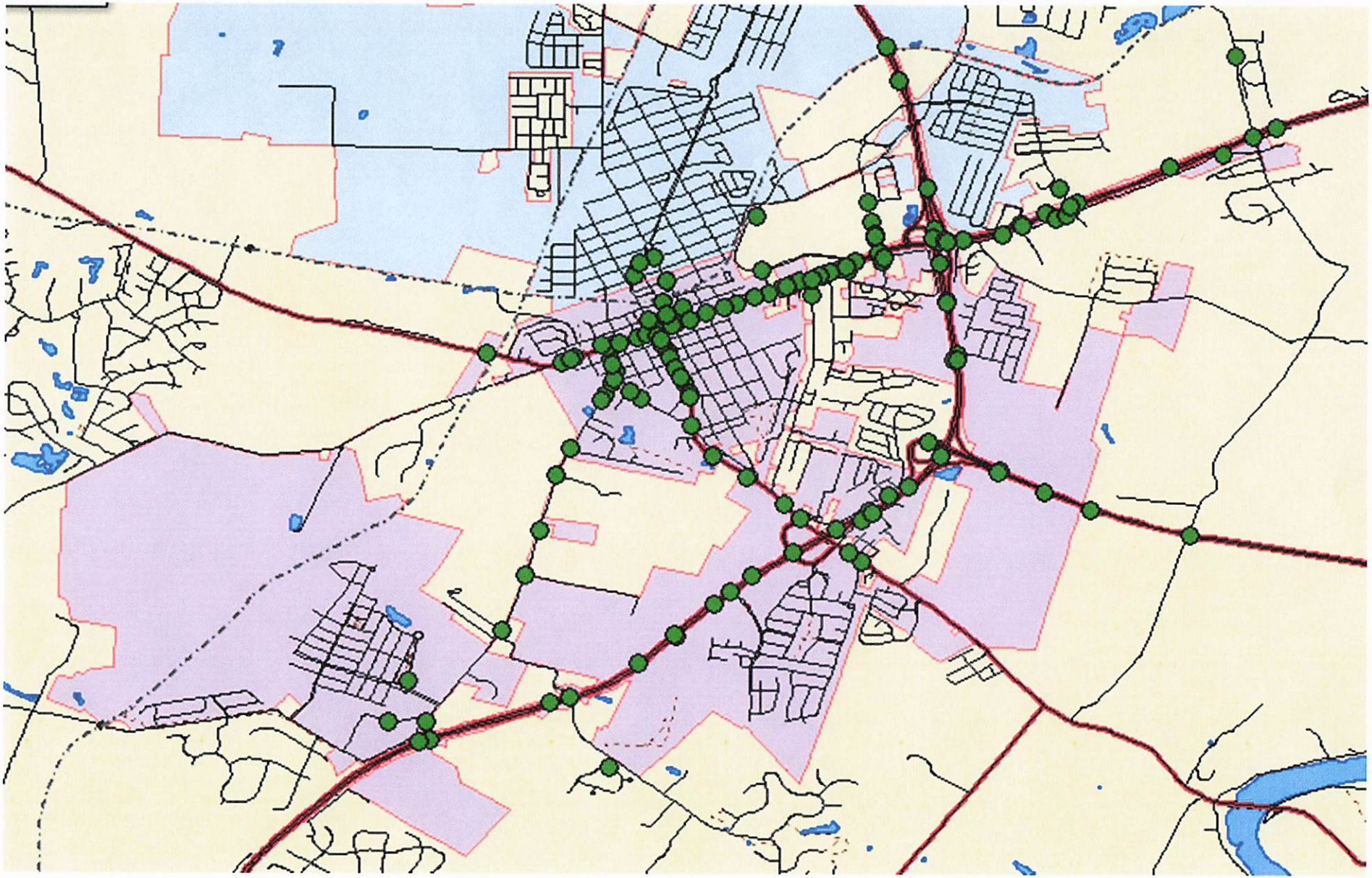
- Expired Meter
- Exceed 2 Hour Free Parking
- Parking Permit Violation
- Yellow/Red Painted Curbs or Streets Violation
- Right wheel more than 18" from right curb
- Permit Parking Only/Pay by App Violation (Liberty Street Lot)
- Blocking Public or Private Driveway
- Accessible Parking Violation
- Parked within 20 feet of a Crosswalk
- Exceed 4 Hour Free Parking- Accessible
- Left wheel more than 18" from left (one-way) curb
- Improper Manner of Parking
- Loading/Unloading Zone Violation
- Fire Hydrant Violation

Data as of 2/18/2025, 12:00:00 AM

January 2025 – All CTPD Calls



January 2025 – All CTPD Traffic Stops



City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

Charles Town Utility Board (CTUB) Meeting Minutes - February 12, 2025

ATTACHMENTS:
- 2025.02.12 UB MINUTES.pdf

Charles Town Utility Board
Regular Board Meeting
February 12, 2025

The Charles Town Utility Board held a regular meeting on February 12, 2025 at 4:00 P.M. Members of the Board present were John Nissel, Chairman; Duke Pierson, Vice Chairman; Heidi Parker, Board Member; John Maxey, Board Member and Patrick Kratovil, Board Member (Zoom). Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; and Robert Rodecker, Legal Counsel (Zoom).

CALL TO ORDER

The Chairman called the meeting to order at 4:00 P.M.

APPROVAL OF MINUTES

Approval of January 8, 2025 Minutes

The Chairman called for changes or corrections to the January 8, 2025 regular meeting minutes.

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the January 8, 2025 minutes.**

Approval of February 5, 2025 Minutes

The Chairman called for changes or corrections to the February 8, 2028 special meeting minutes.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the February 8, 2025 minutes.**

PUBLIC COMMENT

The Board received no public comments.

ELECTION OF OFFICERS

Action: **Motion made by Mr. Kratovil, second by Mrs. Parker, the Board unanimously approved the nomination of Mr. Maxey as Vice Chairman. Mr. Maxey accepted the nomination.**

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the nomination of Mr. Pierson as Treasurer. Mr. Pierson accepted the nomination.**

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the nomination of Ms. Stottlemyer as Secretary. Ms. Stottlemyer accepted the nomination.**

UNFINISHED BUSINESS

Request for Proposals for Public Relations Services

i. Selection Committee

The Chairman provided that as a form of transparency, the Board voted last month to send out a Request for Proposals for Public Relations services to educate the public on PFAS as well as anything else that may arise. Mrs. Stolipher mentioned she received proposals from Thrasher

Engineering, Cooley Public Strategies and Edwards Management Consultants, Inc. In the past, a committee was formed to interview the applicants and bring a recommendation back to the Board. The Board provided discussions and chose Mr. Maxey, Mr. Kratovil, Mrs. Stolipher and Ms. Stottlemyer as the selection committee.

Action: **No action required by the Board.**

Request for Proposals for Capacity Improvement Fee Study

Mrs. Stolipher provided after advertising for RFPs, she received no proposals. She reached out to Gannett Fleming who provided the initial proposal last month and they would not be able to get to the study for several months due to staff changes. Mrs. Stolipher will continue to reach out to firms that can provide that service. The Board and Mr. Rodecker provided discussions.

Action: **No action required by the Board.**

Request for Proposals for PFAS Testing

Mrs. Stolipher provided she received proposals from Eurofins Lancaster Laboratories Testing, A-Zone Environmental Services and Mountain State Resources & Equipment. After confirming the testing would include one sample per week for a month, Mrs. Stolipher confirmed Eurofins was the lowest cost at $3,404.00. She mentioned Eurofins did provide PFAS sampling for CTUB on the water side.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the proposal from Eurofins.**

NEW BUSINESS

Renewal and Replacement Project - Resolution No. 28 – Contractor Pay Application No. 28

Mrs. Stolipher included the contractor application for Payment No. 28 in the amount of $13,945.89 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved Resolution No. 28.**

2022 Collection System Project - Resolution No.4 – CIF Payment # 3

Mrs. Stolipher included the pay application for Resolution No. 4 in the amount of $17,619.15 for work completed.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved Resolution No. 4 – CIF Payment # 3.**

DSI Plotter Lease Agreement

Mrs. Stolipher and Mrs. Shultz provided the renewal lease agreement for the large format plotter at $2,844 per year for five years which includes the maintenance agreement and an option to upgrade after the lease is up. The Board provided discussions.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the DSI plotter lease agreement as submitted.**

Water Treatment Plant Chlorine Room Modifications

Mrs. Stolipher mentioned the critical upgrades needed at the water treatment plant chlorine room to address safety and compliance concerns. Chris Eckenrode, from Gwin Dobson & Foreman,

presented the modifications needed for the "safety" project and proposed to put out to bid once permits are acquired at an estimated cost of $215,000.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey to put this project out to bid and determine the funding when bids are received.**

Maintenance Building Project

Mrs. Stolipher provided this was a conceptual design task the Board authorized last fall to construct a new climate-controlled maintenance building for supply storage, jetter truck, vehicle bays, etc. Mrs. Shultz provided this project is included in the project budget split between water and sewer. Mr. Eckenrode gave a brief overview of the project. The Board provided discussions

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved proceed with the project design to go out to bid.**

Mr. Kratovil dropped off from the Zoom call at 4:44PM and was unable to vote on the motion.

Pine Run Ranch Project Request

Mrs. Stolipher received a request from Pine Run Ranch, LLC to allow Berkeley County PSSD to provide water and sewer service to a property in Kearneysville since they have nearby infrastructure. She recommended CTUB allow them to request service from Berkeley County and issue them the standard availability letter stating so as done in the past. The Board provided discussions.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved tabling the request until the Board can review the drafted letter.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided staff is continuing to work on the asset management and billing integration and Dewberry is finalizing the Water Model. Mr. Eckenrode reviewed the various projects they are currently working on including the Renewal and Replacement project, Collection System Project, EPA Administrative Order, baffle wall installation Preliminary Engineering Report, the Asbury block sewer replacement, Summit Point evaluation and the Sewer Specifications. The Board provided discussions.

Mr. Kratovil rejoined the meeting by phone at 4:51PM.

Mrs. Shultz gave a brief overview of the CTUB Financial Statements for FY2024 and the Arbitrage Rebate Certificate for the 2022 B & C Construction Fund account.

Action: **No action required by the Board.**

Chairman Report

The Chairman provided no updates.

Action: **No action required by the Board.**

APPROVAL OF BILLS

January 22, 2025
February 12, 2025

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the payment of the bills.**

EXECUTIVE SESSION

Discuss the Initiation of Litigation regarding Encroachment in CTUB Service Territory - Possible Executive Session WV State Code Section §6- 9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

Action: **Motion by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved convening into Executive Session at 5:15 P.M. to discuss the initiation of litigation regarding encroachment in CTUB service territory.**

The Board convened back into public session at 5:38 P.M.

Action: **Motion by Mr. Pierson, second by Mr. Maxey, the Board unanimously authorized Mr. Rodecker filing a complaint against American Water as discussed in executive session.**

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 5:39 P.M.

INFORMATION ONLY

The next meeting is scheduled for Wednesday, February 26, 2025 at 4:00 P.M. at 661 S. George Street.

John Nissel
Chairman

Ashley Stottlemyer
Secretary