CITY OF CHARLES TOWN
CITY COUNCIL
AGENDA • NOVEMBER 18, 2024

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

: **2024-1140:** City Council Meeting Minutes - November 4, 2024
CityCouncilMeetingMinutes_4Nov2024_Draft_rmt.pdf

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

: **2024-1159:** Conditions of Annexation Committee for Prospect Place/Willow Springs

6. COMMITTEE REPORTS

: **2024-1141:** Infrastructure Committee - November 4, 2024

: **2024-1138:** Personnel Committee - November 12, 2024

: **2024-1139:** Finance Committee - November 13, 2024
FinanceCommitteeReport_13Nov2024.pdf

7. CITY MANAGER REPORT

: **2024-1168:** City Manager Report - November 18, 2024
City Manager Report - November 18, 2024.pdf

8. POLICE CHIEF REPORT

9. UNFINISHED BUSINESS

: **2024-1142:** Public Hearing: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part 7 Business Regulations and Taxation Code, Chapter 3 Taxes and Service Charges, Article 741 Municipal License Tax, Section 741.99 Penalty

: **2024-1143:** Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part 7 Business Regulations and Taxation Code, Chapter 3 Taxes and Service Charges, Article 741 Municipal License Tax, Section 741.99 Penalty
Section 741.99.pdf

: 2024-1144: Public Hearing on the Consideration for adoption on third reading of the following ordinance (**with** 3% 20-year $216,016 funding):

Ordinance Authorizing The Acquisition And Construction Of Additions, Betterments And Improvements To The Sewerage Portion Of The Existing Public Combined Waterworks And Sewerage System Of The City Of Charles Town And The Financing Of The Cost Thereof, Not Otherwise Provided, Through The Issuance By The City Of Not More Than $2,844,984 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 A (West Virginia Srf Program); Not More Than $216,016 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 B (West Virginia Srf Program)And Not More Than $500,000 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 C (West Virginia Srf Program/Forgivable) Providing For The Rights And Remedies Of And Security For The Registered Owners Of Such Bonds; Authorizing Execution And Delivery Of All Documents Relating To The Issuance Of Such Bonds; Approving, Ratifying And Confirming A Bond Purchase Agreement Relating To Such Bonds; Authorizing The Sale And Providing For The Terms And Provisions Of Such Bonds And Adopting Other Provisions Relating Thereto

: 2024-1145: Consideration for adoption on third reading and enactment of the following ordinance (**with** 3% 20-year $216,016 funding):

Ordinance Authorizing The Acquisition And Construction Of Additions, Betterments And Improvements To The Sewerage Portion Of The Existing Public Combined Waterworks And Sewerage System Of The City Of Charles Town And The Financing Of The Cost Thereof, Not Otherwise Provided, Through The Issuance By The City Of Not More Than $2,844,984 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 A (West Virginia Srf Program); Not More Than $216,016 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 B (West Virginia Srf Program)And Not More Than $500,000 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 C (West Virginia Srf Program/Forgivable) Providing For The Rights And Remedies Of And Security For The Registered Owners Of Such Bonds; Authorizing Execution And Delivery Of All Documents Relating To The Issuance Of Such Bonds; Approving, Ratifying And Confirming A Bond Purchase Agreement Relating To Such Bonds; Authorizing The Sale And Providing For The Terms And Provisions Of Such Bonds And Adopting Other Provisions Relating Thereto.
CSWRF and Grant.pdf
Schedule B - Post Bid $216016 CWSRF Loan.pdf
BOND ORDINANCE SRF_SRF_Forgiveable-Green(23538754.2).pdf

: **2024-1147:** Private Outdoor Designated Area (PODA) Committee Presentation
2024SelectCommitteeOnPoda.pptx
Council Select Committee on PODA.pdf
Direct Costs.pdf
HEPMPO Municipal Representative Update April 2024.pdf
DORA_Ohio_comp_pop.PDF
Other PODA boundaries examples.pdf
Pros & Cons.pdf
Quality of life, safety and welfare.pdf
2019 - 2024 PODA District (Downtown)
Vehicle and Pedistrian Accidents.pdf

: **2024-1148:** Property Acquisition - Possible Executive Session

10. NEW BUSINESS

: **2024-1130:** BR2024-12: Bond Reduction Request for Stone Spring Phase 1
1. Staff Report.pdf
2. Application.pdf
3. Cost Sheet.pdf
4. KH Review.pdf

: **2024-1132:** ZMA2024-03: Ann Street Rezoning - First Read
1. Staff Report.pdf
2. Application.pdf
3. Narrative.pdf
4. Sketch Plan.pdf
5. Landscaping Plan.pdf
6. Home Types.pdf

: **2024-1149:** Community Development Code Enforcement Presentation
Code Enf CC packet.pdf

: **2024-1135:** General Fund Budget Revision #2
FY 2025 GF Revision #2.pdf
FY25 GenFund Revision #2 State Worksheet.pdf

: **2024-1152:** EPA Region 3 Thriving Communities Grant

: 2024-1153: Supplemental Resolution Providing As To Principal Amount, Date, Maturity Date, Redemption Provision, Interest Rate, Interest And Principal Payment Dates, Sale Price And Other Terms Of The Combined Waterworks And Sewerage Revenue Bonds, Series 2024 A (West Virginia Srf Program); Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 B (West Virginina Srf Program); And Combined Waterworks And Sewerage Revenue Bonds, Series 2024 C (West Virginia Srf Program/Forgivable) Of The City Of Charles Town; Approving And Ratifying The Bond Purchase Agreement Relating To Such Bonds And The Sale And Delivery Of Such Bonds To The West Virginia Water Development Authority; Designating A Registrar, Paying Agent And Depository Bank; And Making Other Provisions As To The Bonds.
SUPPLEMENTAL RESOLUTION(23926379.1).pdf

: **2024-1156:** Eminent Domain Property Resolution - Possible Executive Session
APUS Depot District Acquisition Resolution (002).pdf

: **2024-1157:** Property/Building Acquistion Discussion - Possible Executive Session

: **2024-1158:** Potential Vacant County Buildings Discussion
20241114 LTR CT re PSA.pdf
Attachment 1- Let to JCC 07.10.24.pdf
Packet.pdf

11. REFERRALS TO COMMITTEES/COMMISSIONS

12. APPROVAL OF BILLS

: **2024-1160:** Payment of Bills - November 18, 2024
PCARD 11-13-24.pdf
CAPITAL RESERVE COUNCIL REPORT 2024 11 15.pdf PARKS N REC COUNCIL REPORT 2024 11 15.pdf SALES TAX COUNCIL REPORT 2024 11 15.pdf GENERAL FUND COUNCIL REPORT 2024 11 15.pdf GENERAL FUND COUNCIL REPORT 2024 11 15 DRAFTS.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING December 2, 2024, at 7:00PM

: **2024-1146:** Charles Town Parks and Recreation Commission Report - October 24, 2024
P&R report Oct. 24th.pdf

: **2024-1150:** Personnel Committee Meeting Report - October 21, 2024
Personnel Committee Report 10-21-24.pdf

: **2024-1161**: Charles Town Utility Board Meeting Minutes - October 16, 2024
2024.10.16 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: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1140: City Council Meeting Minutes - November 4, 2024

ATTACHMENTS:

- CityCouncilMeetingMinutes_4Nov2024_Draft_rmt.pdf

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • November 4, 2024

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	Absent	
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); 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

2024-1091: City Council Meeting Minutes - October 21, 2024

There being no corrections, additions, or changes, Mayor Trainor declared the October 21, 2024, meeting minutes approved.

3. PUBLIC COMMENT

Three people spoke on the destructive nature and health issues surrounding the feral cat population in their neighborhoods. They requested that City Council develop a plan to control the population and restrict cat colonies.

4. WARD REPORTS

Ward #1

Ms. Ricketts reminded everyone to vote on Tuesday, November 5, 2024.

Mr. Kratovil had nothing to report.

Ward #2

Mr. Tester reminded everyone to vote on Tuesday, November 5, 2024.

Mr. Hynes reported that the "Light the Cities Holiday Light Contest" will take place again this year.

Ward #3

Ms. Philabaum had nothing to report.

Ward #4

Mr. George reported that tickets for "Hot Cocoa with Mrs. Claus" and the musical "A Christmas Story" can be purchased at the Old Opera House.

Ms. Sugrue reminded everyone to vote on Tuesday, November 5, 2024.

5. MAYOR'S REPORT

Mr. Trainor reported that he accompanied Mr. Nissel at the West Virginia Department of Highways (DOH), District 5 informational meeting held in Romney, WV last Friday, November 1, 2024.

6. COMMITTEE REPORTS

2024-1093: Ordinance Committee Meeting - October 22, 2024

Mr. Tester reviewed the Ordinance Committee report with the Council.

2024-1094: Charles Town Parks and Recreation Meeting - October 24, 2024

Ms. Ricketts reviewed the Charles Town Board of Parks and Recreation report with the Council.

2024-1114: Infrastructure Committee Meeting - October 21, 2024

Ms. Ricketts reported that the Infrastructure Committee report will be presented at the next scheduled Council meeting – 18 November 2024.

7. CITY MANAGER REPORT

2024-1101: City Manager's Report - November 4, 2024

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

8. POLICE CHIEF REPORT

Chief Kutcher reported that the CTPD is actively engaged in efforts to fill their vacant police officer positions. The CTPD is currently using overtime to cover some shifts, which will likely impact the department's FY2025 overtime budget.

9. UNFINISHED BUSINESS

2024-1092: Consideration for adoption on second reading of the following ordinance (with 3% 20-year $216,016 funding):

Ordinance Authorizing The Acquisition And Construction Of Additions, Betterments And Improvements To The Sewerage Portion Of The Existing Public Combined Waterworks And Sewerage System Of The City Of Charles Town And The Financing Of The Cost Thereof, Not Otherwise Provided, Through The Issuance By The City Of Not More Than $2,844,984 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 A (West Virginia Srf Program); Not More Than $216,016 In Aggregate Principal Amount Of

Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 B (West Virginia Srf Program)And Not More Than $500,000 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 C (West Virginia Srf Program/Forgivable) Providing For The Rights And Remedies Of And Security For The Registered Owners Of Such Bonds; Authorizing Execution And Delivery Of All Documents Relating To The Issuance Of Such Bonds; Approving, Ratifying And Confirming A Bond Purchase Agreement Relating To Such Bonds; Authorizing The Sale And Providing For The Terms And Provisions Of Such Bonds And Adopting Other Provisions Relating Thereto.

Mr. George moved to approve the second reading. Mr. Kratovil seconded the motion, and it passed by unanimous vote.

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

10. NEW BUSINESS

2024-1090: Selection of a Conditions of Annexation Committee for Prospect Place/Willow Springs

Mr. Hynes moved to establish a negotiating committee consisting of Mayor Trainor, Mr. Hynes – Planning Commission representative, Ms. Philabaum – Ward 3 representative, and/or Ms. Rodd Ward 3 representative to review proposed changes to the Prospect Place Conditions of Annexation (COA) and recommend new terms for Council consideration. Mr. Kratovil seconded the motion, and it passed by unanimous vote

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

11. REFERRALS TO COMMITTEES/COMMISSIONS

There were no referrals to Committees or Commissions.

12. APPROVAL OF BILLS

2024-1126: Payment of Bills - November 4, 2024

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.

Mr. Hynes requested adding an agenda item (possible executive session) to the November 18, 2024 Council meeting agenda regarding ongoing property acquisition initiative(s).

There being no other business, Mayor Trainor adjourned the meeting at 7:40PM.

14. INFORMATION ONLY - NEXT MEETING - November 18, 2024, at 7:00PM

2024-1098: Charles Town Planning Commission Meeting Minutes - August 26, 2024, and September 23, 2024

2024-1100: City of Charles Town Sick Leave Donation Program policy (revision 10-21-24)

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: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1159: Conditions of Annexation Committee for Prospect Place/Willow Springs

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1141: Infrastructure Committee - November 4, 2024

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1138: Personnel Committee - November 12, 2024

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1139: Finance Committee - November 13, 2024

ATTACHMENTS:

- FinanceCommitteeReport_13Nov2024.pdf

City of Charles Town Finance Committee Report
13 Nov 2024 Meeting

Drafted by: Bob Trainor - Chairman

Call to Order ooa 10:00AM

1. **Persons present:** Finance Committee Members: Ms. Julie Philabaum, Mr. Jeff Hynes, and Mr. Bob Trainor; City Manager, Mr. John Nissel; and Financial Director, Ms. Lori Nice

2. **Unfinished Business**

There was no Unfinished Business discussed at this meeting

3. **New Business**

2024-1134: Audit Committee Appointments

The Committee agreed to appoint Mayor Trainor, Councilmember Philabaum, and Financial Director Nice to the Audit Committee.

Recommendations to the City Council: None, information only

2024-1135: General Fund Budget Revision #2

The Committee presented the following proposed budget revision to the General Fund budget to account for Business & Occupation Tax refunds associated with HdL billings.

Revenues

Department	Original Allocation	Proposed Revision	Balance	Remarks
30500 Business & Occupancy Tax	$1,700,000	+$145,000	$1,845.000	Actual B&O revenues through Sep 2024 equals $1,036,639

Expenditures

Department	Original Allocation	Proposed Revision	Balance	Remarks
413 – Treasurer 38 - Refunds	$00.00	+$145,000	$145,000	B&O tax refunds

Recommendations to the City Council: Review and approve Rev #2 to the General Budget

2024-1136: September Financial Statements

Staff reviewed the General Fund and Capital budget statements through September 2024 (attachments (1) and (2))

Recommendations to the City Council: None, information only

4. **Finance Director's Report**

   2024-1137: HdL Update – Possible Executive Session

   Staff reviewed the updated HdL contract and credit status.

   Note: The Committee did not enter into Executive Session for this agenda item.

   Recommendations to the City Council: None, information only

5. **Chairman's Report**
6. **Pending Items**
7. **The meeting was adjourned ooa 11:08AM**
8. **Next Scheduled Finance Committee meeting is Thursday, 12 December 2024 at 10:00AM.**

the city of Charles Town, WV

September 2024 Budget to Actual

13Nov2024 FC Report
Attachment (1)
Page 1 of 16

	REVENUES	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
30005	Unassigned Fund Balance (Carryover)	4,724,453		4,724,453	(0)	100%	$500K reserve for revenue/expense FY24 + $659,452 remaining Revenue/Loss balance	Bringing FY24 carryover into FY25 budget.
30101	Taxes - Ad Valorem	1,688,544	863,740	939,720	748,824	56%		
30106	Supplemental Taxes	36,000	11,186	16,745	19,255	47%	Property taxes owed from previous years, but paid in the current fiscal year.	
30107	Tax Loss Restoration Fund	-		-	-			
30200	Interest as Penalty	10,000	4,353	6,242	3,758	62%		
30300	Gas & Oil Severence Tax	33,000		-	33,000	0%	5% severance tax on gross receipts at the well head of oil and natural gas. $66K appears to be for 2 years. Confirm when payments are received.	
30400	Utility Tax (2%)	200,000	1,064	60,305	139,695	30%		
30500	Business & Occupation (B&O) Tax	1,700,000	71,304	1,036,639	663,361	61%	$459K actuals in FY24 thru 2/29/2024. Collections should continue through August 31 then be accrued to FY24, resulting in another revision to carry over balance.	
30600	Liquor Tax	25,000		6,919	18,081	28%	Each distribution quarter amount ranges from $5.5K - $7K, and has been steadily rising each year.	
30700	Animal Control Tax	1,600	494	1,126	474	70%		
30800	Hotel/Motel Tax	200,000	16,632	54,148	145,852	27%	4 traditional hotels (Turf Motel, Days Inn, TravelLodge, Carriage Inn) and 5 independent rental companies (Homeaway.com, Expedia, AirBnB, Hotel Tonight, Evolve Vacation Rental Network)	
32000	Court Costs, Fees & Charges	260,000	18,000	62,194	197,806	24%		
32100	Parking Violation Penalties	40,000	3,135	6,631	33,369	17%	Revised based on new program details and current year performance.	
32500	Business License Revenue	30,000	12,285	56,869	(26,869)	190%		
32600	Building Permit Fees	550,000	62,636	118,531	431,469	22%	Building activity increasing/expected to remain strong through FY2025 with new development projects on the horizon and increases in permit fee structure.	
32800	Franchise Tax	75,000	111	16,247	58,753	22%	Two Cable Franchisees; working with Shentel/GloFiber on franchisee compliance	
33000	International Registration Plan (IRP) Fees	70,000	4,061	23,565	46,435	34%	The International Registration Plan is an agreement for the registration of commercial motor vehicles that travel in the United States. It is designed to distribute apportioned taxes (registration fees) depending on the mileage driven in the participating jurisdictions.	
33900	Emergency Service Fee	1,700		337	1,363	20%	Revenue from utility bills for EMS (5 cents)	
34000	Parks & Rec Fee	1,700		337	1,363	20%	Revenue from utility bills for parks and recreation (5 cents)	
34200	Parking Meter Revenues	44,000	3,577	30,103	13,897	68%	Revenue from parking meters and parking permits including ParkMobile app.	
34500	Rents & Concessions	60,000	8,263	20,184	39,816	34%	CTUB rental of 661 space ($30k total); CW Hall Revenue is recorded as Due to Building Commission/CWH Landlord, so revising down to reflect true flow of revenues	
35300	Zoning Fee	17,000	520	5,053	11,947	30%	Zoning applications	
35500	Street Improvement Fee	135,000		26,618	108,382	20%	Revenue from utility bills for street improvements ($4 per month); pending fee decision from Council	
36504	Federal Government Grants	41,667		-	41,667	0%	DOJ/COPS grant for additional police officer. $125,000 across 3 years.	
36600	State Government Grants	-		-	-			
36700	Other Grants		1,000	1,000	(1,000)			
36900	Contributions from Other Funds - Sales Tax	1,000,000		-	1,000,000	0%	Ordinance requires payment of debt first (payments to BC are rent payments in PD and CH budgets).	
37600	Gaming Income	250,000	21,544	58,321	191,679	23%	Gaming receipts average $19K to $23K per month in the 2nd Quarter 2024.	
37900	Gain/Loss - Sale of Fixed Assets	-		-	-			
38007	Interest Income (Operating Acct)	35,000		3,896	31,104	11%		
38100	Reimbursements	110,000	2,443	68,055	41,945	62%	SRO reimbursement of $60k; crossing guards; misc. police reimbursements; Fuel Refunds; Pcard Rebate; etc.	
38200	Refunds - Overpayments	400		855	(455)	214%		
38600	Insurance Claims	-		-	-			
39200	Property Rehabilitation	-		100	(100)			
38700	Filing Fees	325		-	325	0%	Filing Fees Revenue - Election in FY25. $50.00 per person.	
39700	Video Lottery	600,000	48,634	71,993	528,007	12%	Video lottery receipts average $13.4K to $22.2K per week.	
39900	Misc Revenue	10,000	434	1,477	8,523	15%	Yard waste stickers and fingerprints	
39902	Special Events - WV Fest	4,000		-	4,000	0%		
39903	Special Events - General	900		925	(25)	103%	Special activities fees	
39904	Special Events - CW Hall	8,500	350	2,800	5,700	33%		
39907	Special Events - Car Show	7,000	5,155	9,350	(2,350)	134%	Car show registration and sponsors.	
Total Revenues		**11,970,789**	**1,160,921**	**7,431,736**	**4,539,052**	**62%**		

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Economic Development - 402	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
03 Salaries	70,250	5,466	19,044	51,206	27%	Salary $68,844 plus 2.5% merit and holiday supplement.	
04 FICA	5,374	418	1,457	3,917	27%	FICA @ 7.65%	
05 Group Insurance	8,300	76	1,921	6,379	23%	Includes 14% premium increase projected by PEIA. $7,294 (Health Insurance), $540.48 (Life Insurance), Dental Ins ($266.16), Vision Ins ($111.00), EAP Premiums ($15.84)	
06 Retirement	6,323	492	2,048	4,274	32%	PERS II Employer Contribution 9%	
09 OPEB	2,108	109	439	1,669	21%	Deferred Compensation Employer Contribution 3%	
11 Telephone	750		32	718	4%	Cell phone	
14 Travel	4,200	115	115	4,086	3%	2 National Conferences; airfare, lodging, per-diem	
20 Advertising/Legal Publications	-		-	-			
21 Training & Education	-		-	-		$2,500 rolled under City Manager's office.	
22 Dues & Subscriptions	2,000	74	291	1,709	15%	IEDC Membership, Survey Subscription, Adobe subscription	
23 Professional Services	1,000		-	1,000	0%	Engineering Services	
26 Insurance and Bonds	5,000	165	796	4,204	16%	Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.	
41 Departmental Supplies	3,000	159	182	2,818	6%	Promotional items for events and City marketing and other departmental supplies.	
43 Auto Supplies	-		-	-			
Total Economic Development	**108,304**	**7,074**	**26,325**	**81,980**	**24%**		
Federal Grants - 403	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
Professional Services	-		-	-			
Departmental Supplies	-		-	-			
Total Federal Grants	**-**	**-**	**-**	**-**			

13Nov2024 FC Report
Attachment (1)
Page 3 of 16

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Mayor's Office - 409	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
01 Salary	12,500	1,042	3,125	9,375	25%	Mayor's Salary	
04 FICA Tax Expense	1,000	80	239	761	24%		
11 Telephone	-		-	-			
14 Travel Expense	2,000		-	2,000	0%	WV Municipal League	
20 Advertising/Legal Publication	-		-	-			
21 Training & Education	1,000		-	1,000	0%		
26 Insurance & Bonds	1,000	33	226	774	23%		
41 Departmental Supplies	500		-	500	0%	$453.00 - Ceremonial Keys to the City and Coins	
68 Community Contributions	2,000		696	1,305	35%		
Total Mayor's Office	**20,000**	**1,154**	**4,286**	**15,714**	**21%**		
Council - 410	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
01 Salaries	40,000	3,333	9,792	30,208	24%	Eight Council Members at $5,000 annual salary	
04 FICA Tax Expense	3,100	255	749	2,351	24%		
14 Travel Expense	4,800		-	4,800	0%	Conferences	
20 Advertising	-		-	-			
21 Training & Education	3,200	949	1,849	1,351	58%	Conference Registration ($450 per registration)	
26 Insurance & Bonds	3,200	106	723	2,477	23%	Umbrella, Commercial Property, Worker's Comp, Automobile, Liability	
41 Departmental Supplies	700		68	632	10%		
Total Council	**55,000**	**4,643**	**13,181**	**41,819**	**24%**		

13Nov2024 FC Report
Attachment (1)
Page 4 of 16

	DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
	City Manager - 412	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
	03 Salaries	180,000	13,929	48,251	131,749	27%	City Manager Salary ($120,000) + 2.5% Merit ($1,545) + Holiday Supplement ($500) Deputy City Clerk Salary (from $52,674 to $54,000) + 2.5% Merit ($695.25) + Holiday Supplement ($500) City Manager requesting promotion and salary increase for from Deputy City Clerk to City Clerk. Finance Committee approved dollar amount.	
	04 FICA Tax Expense	14,500	1,066	3,693	10,807	25%	FICA Tax @ 7.65%	Increase due to additional overtime allocation.
	05 Group Insurance	2,000	137	532	1,468	27%	Health, Dental, Vision, Life insurance, EAP	
	06 Retirement	16,200	1,254	4,344	11,856	27%	9% Employer Contribution PERS I and II	
	08 Overtime	1,000		20	980	2%		Allocation for Deputy City Clerk overtime.
	09 OPEB	5,400	411	1,433	3,967	27%	3% Employer Contribution Deferred Compensation plan	
	11 Telephone	520		42	478	8%	Mobile phone service	
	14 Travel Expense	1,500		-	1,500	0%	WVML Trip, City Clerk Election Training	
	20 Advertising	-		-	-			
	21 Training & Education	21,500	165	1,475	20,025	7%	402 Economic Development - $2,500 - Two National Conferences 415 Court Clerk - $500 - Municipal Court training, Election training 437 Planning & Zoning - $7,000 - Leadership WV Jefferson and APA Online Training 425 Enforcement Agency - $2,000 - ICC Conference & WV Code Officials Seminar 436 Building Inspections - $2,000 - ICC Conference & WV Code Officials Seminar 440 City Hall - $2,000 - WVML Conference 413 Treasurer's Office - $4,000 - WV GFAO Training - 4 employees; Spring or Fall Conference 750 Maintenance - $1,500	$1500 allowance for City Attorney training.
	22 Dues & Subscriptions	1,000		-	1,000	0%	Adobe subscriptions. ICMA and WVML Fees.	
	23 Professional Services	-		-	-		Background checks for City Manager candidates. Not required this year.	
	26 Insurance & Bonds	15,000	505	3,446	11,554	23%	Umbrella, Commercial Property, Worker's Comp, Automobile, Liability	
	41 Departmental Supplies	750		-	750	0%	Misc. Office Supplies	
	43 Auto Supplies (Gas & Oil)	-		-	-		Gas is covered under travel expenses.	
	Total City Manager	**259,370**	**17,467**	**63,235**	**196,135**	**24%**		

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Treasurer - 413	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	235,000	15,518	57,222	177,778	24%	Director of Finance ($100,000), Accounting Clerk III ($44,762), Accounting Clerk II 0.5 FTE ($40,685), Accounting Clerk I ($37,500) plus 2.5% merit, holiday supplement, and overtime.	
04 FICA Tax Expense	19,000	1,239	4,452	14,548	23%	FICA Tax @ 7.65%	Increase due to additional overtime allocation.
05 Group Insurance	25,000	2,505	10,631	14,369	43%	Health, Dental, Vision, Life insurance, EAP	
06 Retirement	21,150	1,445	5,224	15,926	25%	9% Employer Contribution PERS I and II	
08 Overtime	2,000	683	970	1,030	48%		Allocation for Accounting Clerks I, II & III overtime.
09 OPEB	7,050	351	1,458	5,592	21%	3% Employer Contribution Deferred Compensation plan	
11 Telephone	500		32	468	6%	Director of Finance Cell Phone	
12 Printing	-		-	-			
14 Travel Expense	4,000		-	4,000	0%	Director & Acct. Clerk III - WV Government Finance Officers Association Training	
18 Postage	-		-	-		Transfer cost to City Hall and Pitney Bowes machine.	
20 Advertising/Legal Pubs	2,000	49	49	1,952	2%	Financial statement publication $625, Levy Estimate $425, Tax increase notice $250.	
21 Training & Education	-		-	-		$4,000 Rolled into City Manager's budget	
22 Dues & Subscriptions	800		-	800	0%	Adobe subscription for Director & Accounting Clerk III	
23 Professional Services	2,500	1,600	2,950	(450)	118%	J.C. Kunkle Accounting Services - CWH Landlord Trial Balance Analysis ($1,200) Police pension annual report ($800) Background Checks for New Hires ($300)	
24 Audit Costs	42,000	2,400	2,400	39,600	6%	Perry & Associates and J.C. Kunkle FY25 Compilation and Preparation of Audit	
26 Insurance & Bonds	15,000	574	3,919	11,081	26%	General Liability, Worker's Compensation, Umbrella	
30 Contracted Services	25,000		-	25,000	0%	Tyler Technologies - Incode Annual License Fee - $20,000 Business License Software Maintenance (Progressive Solutions) - $5,000	
38 Refunds		4,913	6,349	(6,349)			
41 Departmental Supplies	2,000	82	501	1,499	25%	Paper folder machine ($500)	
59 Capital Outlay	-		-	-			
Total Treasurer	**403,000**	**31,357**	**96,156**	**306,844**	**24%**		
Court Clerk - 415	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	62,000	4,849	16,663	45,337	27%	Court Clerk Salary: $59,996 plus 2.5% merit, and holiday supplement	
04 FICA	5,060	371	1,285	3,775	25%	FICA Tax @ 7.65%	Increase due to additional overtime allocation.
05 Group Insurance	12,529	69	3,836	8,693	31%	Health, Dental, Vision, Life insurance, EAP + 14% premium increase	
06 Retirement	5,580	436	1,512	4,068	27%	9% Employer Contribution PERS I and II	
08 Overtime	1,000		133	867	13%		Allocation for Court Clerk overtime.
09 OPEB	1,860	95	388	1,473	21%	3% Employer Contribution Deferred Compensation plan	
14 Travel	500		-	500	0%	Court Clerk training and Election training	
18 Postage	-		35	(35)			
20 Advertising/Legal Publications	700		-	700	0%		
21 Training & Education	-		-	-		$500 transferred to City Manager's budget. WVML training and Election training.	
22 Dues & Subscriptions	-		-	-			
23 Professional Services	-		-	-			
24 Audit Costs	-		-	-			
26 Insurance & Bonds	4,500	153	1,044	3,456	23%	Court Clerk Bond, General Liability, Worker's Compensation, Umbrella	
30 Contracted Services	25		-	25	0%	Flu shot	
41 Departmental Supplies	600		27	573	5%	Ink cartridges, paper stock	
Total Court Clerk	**94,354**	**5,974**	**24,922**	**69,432**	**26%**		

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Police Judges - 416	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	32,000	2,800	7,500	24,500	23%	Two Municipal Court judges; two magistrates; two prosecuting attorneys; and extra $2k for special judge.	
04 FICA	2,400	214	574	1,826	24%		
14 Travel	500		-	500	0%	WV State mandated annual training for magistrates & judges	
21 Training & Education	1,000		-	1,000	0%	WV State mandated annual training for magistrates & judges	
22 Dues and Subscriptions	100		-	100	0%		
23 Professional Services	1,000		-	1,000	0%		
26 Insurance & Bonds	2,500	85	579	1,921	23%		
41 Departmental Supplies	-		-	-			
Total Police Judges	**39,500**	**3,099**	**8,652**	**30,848**	**22%**		
City Attorney - 417	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	150,000	11,538	17,308	132,692	12%		Salary $ plus 2.5% merit and holiday supplement.
04 FICA	12,000	883	1,324	10,676	11%		FICA @ 7.65%
05 Group Insurance	13,000		-	13,000	0%		Health, Dental, Vision, and Life insurance.
06 Retirement	13,500	865	1,212	12,288	9%		PERS II Employer Contribution 9%
09 OPEB	4,500	346	519	3,981	12%		Deferred Compensation Employer Contribution 3%
11 Telephone	2,000		-	2,000	0%		$1500 cell phone cost and $500 for monthly services.
14 Travel	1,000		-	1,000	0%		Travel allowance for various trainings.
20 Advertising/Legal Publications	1,000		-	1,000	0%		Allowance for legal publications.
21 Training & Education	-		-	-			Rolled under City Manager's office.
22 Dues & Subscriptions	1,500		-	1,500	0%		Allowance for legal subscriptions and memberships.
23 Professional Services	25,000	9,023	9,023	15,978	36%	Cost for outside legal council.	
26 Insurance and Bonds	5,000		-	5,000	0%		Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.
41 Departmental Supplies	500		-	500	0%		Miscellaneous office supplies.
Total Attorney	**229,000**	**22,655**	**29,385**	**199,615**	**13%**		

13Nov2024 FC Report
Attachment (1)
Page 7 of 16

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Enforcement Agency - 425	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
03 Salaries	56,000	4,208	15,122	40,878	27%	Code Enforcement Officer: $54,322.83 plus 2.5% merit and holiday supplement.	
04 FICA	4,284	322	1,157	3,127	27%	FICA @ 7.65% of Salary	
05 Group Insurance	1,140	67	1,619	(479)	142%	Includes 14% premium increase projected by PEIA. Current expenses include: Life Ins. ($545 per mo), Dental ($266 per mo), and Vision ($111 per mo).	
06 Retirement	5,040	379	1,320	3,720	26%	PERS II Employer Contribution 9%	
09 OPEB	1,680	126	498	1,182	30%	457(b) Deferred Compensation Employer Contribution (3%)	
11 Telephone	2,250		1,837	413	82%		Allocation for new cell phone.
14 Travel	3,000		-	3,000	0%	International Code Council Conference. Orlando. 2-3 days; airfare, lodging, meals, rental car/gas WV Code Officials Association Seminar. Roanoke, WV; airfare, lodging, meals, rental car/gas	
18 Postage	1,000	120	903	97	90%	Certified Mailings	
20 Advertising/Legal Publications	1,000		-	1,000	0%		
21 Training & Education	-		-	-		$3,500 transferred to City Manager's budget. International Code Council Conference. Orlando, FL. Registration Fee ($1,600) WV Code Officials Spring Seminar, Roanoke, WV (9/2024) Registration Fee ($150)	
22 Dues & Subscriptions	1,000	170	170	830	17%	Women in Code Enforcement (WICED) Membership Fees ($35) ICC Membership ($160/yr)	
26 Insurance and Bonds	3,800	129	881	2,919	23%	Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.	
30 Contracted Services	71,100	4,464	7,788	63,312	11%	Kimley-Horn Engineering Services / Nuisance Properties; discuss process w/council. Trash removal fees at Marware apartments ($5,500) and storage fees at Whitteried property ($15,600). Cost moved to Code Enforcement.	
41 Departmental Supplies	3,000	135	2,241	759	75%	Office printer, building safety month supplies, jackets, boots, code books	
43 Auto Supplies	-		-	-		Under Maintenance budget	
Total Enforcement Agency	**154,294**	**10,120**	**33,535**	**120,759**	**22%**		
Regional Dev Authority - 435	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
22 Dues & Subscriptions	6,600		6,142	458	93%	Region 9 Assessment - Fees are going up	
Total Regional Dev. Authority	**6,600**	**-**	**6,142**	**458**	**93%**		
Total City Administration	**1,369,422**	**103,543**	**305,818**	**1,063,604**			

DEPARTMENT LINE ITEMS							NOTES AND EXPLANATIONS	
	Building Inspections - 436	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
	03 Salaries	82,300	5,007	21,065	61,235	26%	Building Official/Inspector: $80,653.29 plus 2.5% merit plus holiday supplement	
	04 FICA	6,296	383	1,611	4,685	26%	FICA @ 7.65% of Salary	
	05 Group Insurance	1,650	102	376	1,274	23%	Dental/Life/Vision/EAP Premiums	
	06 Retirement	7,100	375	1,778	5,322	25%	PERS II Employer Contribution (9%). $272.37 per pay period * 26 pay periods	
	09 OPEB	1,575	83	395	1,180	25%	457(b) Deferred Comp Employer Contribution (3%). $60.53 per pay period * 26 pay periods	
	11 Telephone	1,010		84	926	8%	Two lines; one is a hot spot. $84.18 per month x 12 months = $1,010.16 per year in actual costs	
	14 Travel	3,000		-	3,000	0%	National ICC Conference; Women in Code Enforcement Training; airfare, lodging, meals, gas	
	17 R&M Auto	-		-	-		Under Maintenance budget	
	18 Postage	1,000		-	1,000	0%	Certified mailings for property Notice of Violations	
	20 Advertising/Legal Publications	500	40	40	460	8%	Job posting costs	
	21 Training & Education	-		-	-		$2,500 in City Manager's budget. ICC national conference, WV State Code Conference.	
	22 Dues & Subscriptions	1,000		-	1,000	0%	ICC membership dues; WICA subscription	
	23 Professional Services	15,000		-	15,000	0%	To cover expenses associated with inspections; compliance.	Allowance for outsourcing inspections.
	26 Insurance & Bonds	6,000	195	1,334	4,666	22%	Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.	
	41 Departmental Supplies	3,000		33	2,967	1%	Mobile printer for vehicle, jackets, boots, building safety month	
	43 Auto Supplies	-		-	-		Under Maintenance budget	
	Total Building Inspections	**129,431**	**6,185**	**26,717**	**102,714**	**21%**		

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Planning & Zoning - 437	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	243,000	18,128	66,868	176,132	28%	Director of Community Development: $96,937, City Planner/Zoning/Subdiv Administrator: $84,721, Permit Tech: $50,141 plus 2.5% step increase on 1/1/2025 for all three positions. Includes Holiday Supplement pay ($500 x 3 employees = $1,500) and summer intern ($5,250).	
04 FICA	19,050	1,418	5,156	13,894	27%	FICA @ 7.65% of Salary	Increase due to additional overtime allocation.
05 Group Insurance	31,000	256	4,528	26,472	15%	Includes 14% increase projected by PEIA. Health/Dental/Life/Vision/EAP Premiums	
06 Retirement	23,085	1,668	5,794	17,291	25%	PERS II Employer Contribution (9%)	
08 Overtime	500	411	532	(32)	106%		Allocation for Permit Tech. overtime.
09 OPEB	7,290	319	1,168	6,122	16%	457(b) Deferred Comp Employer Contribution (3%).	
11 Telephone	250		20	230	8%	Director's department cell phone	
14 Travel	8,000		-	8,000	0%	James - American Planning Association Conference Alissa - WV Leadership Trainings (12 trainings) & Women Leaders in Code Kim - MGO Conference	
18 Postage	1,000		-	1,000	0%	Certified Mailings; Legal notices, yard sign postings	
20 Advertising/Legal Publications	4,500	106	260	4,240	6%	Advertising of BZA and public hearings for P/C meetings; hearing placards	
21 Training & Education	-		-	-		$7,000 rolled into City Manager's budget. Alissa - WV Leadership conference registration	
22 Dues & Subscriptions	3,000	106	106	2,894	4%	AICP Membership; Kim ICC membership; Alissa Community Development Society membership; Women Leaders in Code membership, Adobe subscription for 2 people.	
23 Professional Services	5,000		-	5,000	0%	GIS Aerial imagery, Engineering Services, Background Checks	
26 Insurance & Bonds	20,000	556	3,797	16,204	19%	Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.	
30 Contracted Services	30,000		890	29,110	3%	Kimley-Horn and Associates - Engineering and routine plan review; bond assessments;	
31 Contracted Services - Tree Board	2,000		-	2,000	0%	To maintain Tree City USA Status, we must house this cost in the budget which is based on the population.	
38 Refunds			50	(50)			
41 Departmental Supplies	4,000	14	346	3,654	9%	Public hearing signs, office supplies, promotional supplies	
53 Computer Software / Tech	9,000		730	8,270	8%	MyPermit Now Monthly Fees	
59 Capital Outlay	-		-	-			
Total Planning and Zoning	**410,675**	**22,981**	**90,244**	**320,431**	**22%**		
Total City Bldg Inspection, P&Z, and Enforcement Agency	**802,704**	**46,360**	**176,821**	**625,884**			
Elections - 438	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
12 Printing	3,000		-	3,000	0%		
20 Advertising/Legal Publications	500		-	500	0%	Publish ballot multiple times	
23 Professional Services	-		-	-			
30 Contracted Services	5,000		-	5,000	0%	Poll workers for early voting and day of election.	
41 Departmental Supplies	2,000		-	2,000	0%	Purchase of ballots $1,500, Election Kits, Paper, Election Banner, Voter Stickers	
Total Elections	**10,500**	**-**	**-**	**10,500**	**0%**		

	DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
	City Hall - 440	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
	3 Salaries	95,000	7,342	25,586	69,414	27%	Director of Operations Salary: $92,500 + 2.5% Merit + Holiday Supplement	
	4 FICA Taxes	7,600	562	1,957	5,643	26%	FICA @ 7.65%	
	5 Group Insurance	16,500	469	4,301	12,199	26%	Health, Dental, Vision, Life, Employee Assistance Program	
	6 Retirement	9,500	661	2,303	7,197	24%	9% Employer Contribution	
	9 OPEB	2,000	220	825	1,175	41%	3% Deferred Compensation Employer Contribution	
	11 Telephone	18,000	708	5,198	12,802	29%	WebEx Phone Services ($6,000), Internet Service ($3,012), Cell phone - Director ($384), Rouss Hall Phone Service ($7,200 per year/$600 per mo.) **Proposing upgrade to internet service. 1 Gbps with GloFiber. $1,900 per month, $22,800 per year. One time set up fee $1,900. $950 set up cost allocated to Police Dept, $950 set up cost allocated to City Hall. Please review quote in attachments.**	
	13 Utilities	21,000		198	20,802	1%	City Hall Oil and Electric, Rouss Hall Electric, CTUB Water/Sewer	
	14 Travel Expense	2,000		-	2,000	0%	WV Municipal League Election Training in Charleston, WV and another conference in Baltimore, MD	
	15 Repair & Main. Bldg & Grounds	12,000		159	11,841	1%	Elevator Services and City Hall maintenance.	
	16 Repair & Main. Equipment	-		-	-			
	17 Repair & Main. Auto	-		-	-			
	18 Postage	4,000	10	895	3,105	22%	Pitney-Bowes Machine Postage; includes Treasurer's office mailings for B&O Tax Collection	Allowance for increase in postage costs.
	19 Bldg & Equipment Rental	250,000	700	60,505	189,495	24%	CWH Loan ($16,667 per month), CTUB Rent ($2,550 per month), Postage Lease, City Copier Rental, Plat Printer	
	20 Advertising/Legal Publications	5,000	360	776	4,224	16%	American Legal Publishing, Job postings, Weekly Event Calendar ($3,640), Board Vacancy Advertisements	
	21 Training & Education	-		-	-		$2,000 transferred to City Manager's budget	
	22 Dues & Subscriptions	3,500		-	3,500	0%	Jefferson County Chamber of Commerce ($275), SHRM Membership ($300), WVML Annual Dues ($2,400)	
	23 Professional Services	25,000	1,800	6,028	18,972	24%	Millenium Group insurance broker services estimated $1,800 per month, Open enrollment, payroll integration.	
	24 Audit Costs	-		-	-			
	26 Insurance & Bonds	17,000	255	9,113	7,887	54%	Liability, Worker's Comp, Auto Insurance, Umbrella, Commercial	
	30 Contracted Services	181,404	16,580	103,494	77,910	57%	Sustainable Strategies (Grant Consultant, Matt Ward) - $28,800 ($2,400 per month) Website Hosting Fee (Revize) - $3,900 per year for 5 years Pest Control Services - $1,000 Printer & Copier Lease - $14,400 Patton Commercial Cleaning Services for City Hall and Rouss Hall - $35,000 Payroll Processing Base Fees - $3,864 ADP Software Recurring Annual Fee - $19,440 Tek Advisors - Moving this out of Capital Budget and into Operating budget - $75,000 per year.	
	31 Bad Debt Expense	-		-	-			
	32 Bank Charges	60,000		10,065	49,935	17%	Credit card merchant fees, eCheck Usage Fees, Fraud Detection Fees	Allocation for credit card merchant fees.
	37 Other Fees/Taxes	1,500		-	1,500	0%	Late fees	
	41 Departmental Supplies	15,000	1,032	2,272	12,728	15%		Increase due to rising kitchen, cleaning, & office supplies costs.
	43 Auto Supplies (Gas & Oil)	-		-	-			
	53 Computer Software / Tech	15,000		11,763	3,237	78%	City Sonic Wall Annual License - $1,700 Clearcaster Annual License - $1,700 Granicus Annual License - $9,500 - Agenda management,Online training, Audio/Visual software for livestreaming meetings VEEAM Annual Maintenance - $600.00 Zoom Fees - $1,500 per year	
	75 Special Emergency Expense	-		-	-		Covid related expenses	
	Total City Hall	**761,004**	**30,700**	**245,436**	**515,568**	**32%**		

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Contributions/Transfers - 444	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
68 Contributions - "But For" Organizations	60,000		-	60,000	0%	Citizens Fire Co. $95K and EPTA Requests $50K	
68 Community Awards	-		-	-			
68 Contributions - Revive Grant	20,000		-	20,000	0%	Unspent Revive! Funding rolled over to FY24	
68 Contributions - Façade Improvement Program	15,000		-	15,000	0%		
68 Contributions - Homeless Solutions	25,000		14,402	10,598	58%	County Homelessness position funding commitment	
68 Contribution - Nuisance Property Expenses	-		-	-		Trash removal fees at Marware apartments ($5,500) and storage fees at Whitteried property ($15,600). Cost moved to Code Enforcement.	
68 Contributions - Sidewalk Improvement Program	15,000		-	15,000	0%	SIP grant historically funded out of CIP, but expense was moved General Operating budget to reflect ongoing and not capital expenses. Reducing by $5k due to lack of public interest	
Total Contributions/Transfers	**135,000**	**-**	**14,402**	**120,598**	**11%**		
Parking - 571	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	41,614	3,024	3,024	38,590	7%	Base salary, contingency, 2.5% merit, holiday supplement, and clothing allowance	
04 FICA Tax Expense	3,500	231	231	3,269	7%	FICA @ 7.65%	Increase due to additional overtime allocation.
05 Group Insurance	9,300		-	9,300	0%	Health, Dental, Vision, Life, Employee Assistance Program	
06 Retirement Expense	3,600	320	416	3,184	12%	9% Employer Retirement Contribution	
08 Overtime	2,000		-	2,000	0%		Allocation for parking attendant overtime.
09 OPEB	1,400	91	136	1,264	10%	3% Deferred Compensation Employer Contribution	
13 Utilities	1,200		-	1,200	0%	Electric Service	
16 Repair & Main - Equipment	3,000		-	3,000	0%	Parking meter repairs and maintenance	
18 Postage	500		-	500	0%		
19 Bldg & Equipment Rental	1,000		-	1,000	0%		
20 Advertising / Legal Publications	500		-	500	0%		
23 Professional Services	-		-	-			
26 Insurance & Bonds	3,000	96	653	2,347	22%	Prof Liability, Umbrella, Automobile, Worker's Comp	
30 Contracted Services	500		-	500	0%		
41 Departmental Supplies	5,000		176	4,824	4%	Office Supplies, Batteries, Handheld Printer Paper	
45 Uniforms	500	564	793	(293)	159%	Jacket, Uniform Shirt, Patches, Badge, etc.	
53 Computer Software/Tech	4,000		-	4,000	0%	United Public Safety/T2 Annual Fees	
Total Parking	**80,614**	**4,325**	**5,429**	**75,186**	**7%**		

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Contingencies - 699	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**Budget Balance**	**Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
Other Contributions	350,000		-	350,000	0%	Placeholder for 3.2% COLA ($84,900 plus $16,980 for FICA/Retirement Cont.); $50,000 for emergency snow costs. $41,667 for COPS grant for additional police officer.	Allowance for city wide unexpected expenses.
Total Contingencies	**350,000**	**-**	**-**	**350,000**	**0%**		
Police Department - 700	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	1,537,798	106,701	390,079	1,147,719	25%	Base Salaries plus contingency, 2.5% merit, longevity, shift differential, clothing allowance, holiday supplement. Seven (7) Patrolman ($52,998.40 - $55,681.60) Two (2) Patrolman First Class ($58,510.40 - $64,542.40) Three (3) Sergeants ($76,689.60 - $86,756.80) Two (2) Lieutenants ($93,246.40 - $95,576.00) Three (3) Corporals ($67,808 - $82,617.60) Three (3) Administrative personnel ($36,276.00 - $55,910.40) One (1) Chief ($134,650)	Allowance for additional promotions.
04 FICA	51,200	7,390	21,549	29,651	42%	FICA Tax at 7.65%	Increase due to additional overtime allocation.
05 Group Insurance	180,000	1,320	42,429	137,571	24%	PEIA/Health insurance increase from $9K to $12K per month.	
06 Retirement	140,000	10,799	37,771	102,229	27%	Employer Retirement Contribution PERS I and II (9%) and MPFRS (8.5%)	
07 Police Pension	64,000	233	15,494	48,506	24%	Legacy CTPD Retirement System	
08 Overtime	160,000	16,634	60,127	99,873	38%		Allowance for unanticipated police overtime.
09 OPEB	48,000	3,030	11,579	36,421	24%	457(b) Deferred Compensation 3%	
10 Prior Year SS Exemption Correction		1,015	1,015	(1,015)			
11 Telephone	48,500	1,394	5,550	42,950	11%		
13 Utilities	48,000	4,733	6,565	41,435	14%	Electric and Internet Service, increase in FY254.	
14 Travel	4,000		614	3,386	15%		
15 R&M Building & Grounds	2,200	222	278	1,922	13%	Lights, Paint, Air Filters, Electrical supplies, Batteries	
16 R&M Equipment	2,500	693	693	1,807	28%	Generator Service	
17 R&M Auto	45,000	1,318	6,996	38,004	16%	Oil changes, Air filters, Vehicle Repairs, State Inspections, Vehicle Maintenance (Brakes/Rotors, Tires, etc.	
18 Postage	1,300		8	1,292	1%		
19 Building & Equipment Rental	100,000	320	24,403	75,597	24%		
20 Advertising/Legal Publications	5,600	870	1,458	4,143	26%	New Hire Ads 3-6 ads in local paper	
21 Training & Education	20,000	279	1,779	18,221	9%		
22 Dues & Subscriptions	2,000		60	1,940	3%	WVCOP Dues, IACP, SRO, Journal	
23 Professional Services	6,500	120	445	6,055	7%	Polygraph Exams, Physical Exams, Diagnostic Imaging	
26 Insurance & Bonds	105,000	3,646	24,902	80,098	24%	Worker's Comp, Liability, Automobile, Liability Claims, Commercial Property Insurance	
30 Contracted Services	48,000	2,366	5,639	42,361	12%	CALEA Annual Continuation Fee ($4,595), Background Checks, Court Translator, Cleaning Fees, HVAC Service 661 George St.	
32 Bank Charges	250		-	250	0%		
37 Other Fees & Taxes	250		-	250	0%	661 George St. Ambulance Fees	
41 Departmental Supplies	40,000	234	4,135	35,865	10%	Ammunition, Office Supplies, Cleaning Supplies, Water Delivery	
43 Auto Supplies	65,000	5,922	12,940	52,060	20%	Gas for Police Vehicles	
45 Uniforms	20,000	500	2,776	17,224	14%		
53 Computer Software/Tech	29,000	1,085	12,486	16,514	43%	CAD, Guardian Tracking, Police One Academy, Powerdms, POSS-Essentials	
Total Police Dept	**2,774,098**	**170,824**	**691,771**	**2,082,327**	**25%**		

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Police-Special Duty Crossing Guard - 704	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	34,803	3,444	4,557	30,247	13%	Five (5) Part-Time Crossing Guards (Wright Denny and Charles Town Middle). Expenses reimbursed by BOE. No COLA.	
04 FICA Tax Expense	2,600	263	349	2,251	13%		
26 Insurance & Bonds	1,750	65	443	1,307	25%		
41 Departmental Supplies	250		-	250	0%	Stop signs	
45 Uniforms	500		-	500	0%	Reflective jackets and vests	
43 Auto Supplies (Gas & Oil)	-		-	-			
Total Police - Special Duty Crossing Guard	**39,903**	**3,772**	**5,348**	**34,555**	**13%**		
Total Police and Crossing Guards	**2,814,001**	**174,597**	**697,119**	**2,116,882**			
Dog Warden - 707	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
Contributions	1,600		-	1,600	0%	City passes along the dog tag fees to the County	
Total Dog Warden	**1,600**	**-**	**-**	**1,600**	**0%**		

DEPARTMENT LINE ITEMS							NOTES AND EXPLANATIONS
	Maintenance - 750	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	03 Salaries	263,643	18,738	66,974	196,669	25%	Promote Maintenance Supervisor to Director; increase in salary from $73,418 to $80,000, plus three (3) Maintenance Staff: $66,454, $49,995 and $42,064 plus 5.0% Merit and Holiday Supplement.	
	04 FICA Tax Expense	21,491	1,577	5,369	16,122	25%	FICA @ 7.65%	Increase due to additional overtime allocation.
	05 Group Insurance	26,000	256	6,054	19,946	23%	Health, Dental, Vision, Life, Employee Assistance Program	
	06 Retirement	23,728	1,855	6,151	17,577	26%	9% Employer Contribution	
	08 Overtime	5,000	1,876	3,211	1,789	64%		Overtime allowance for maintenance employees.
	09 OPEB	7,909	311	1,198	6,711	15%	3% Deferred Compensation Employer Contribution	
	11 Telephone	3,000		59	2,941	2%	Field staff equipped with cell phones	
	13 Utilities	100,000	356	452	99,548	0%	Electric (street lights), water, sewer, and internet	
	14 Travel Expense	1,500		-	1,500	0%	Maintain certifications; other skill enhancement training as required/proposed	
	15 R&M Buildings and Grounds	34,000	40	53	33,947	0%	General maintenance of city buildings.	Increase for elevator and HVAC repairs transfererd from capital outlay. This also includes repairs for Ortegas equipment per contract.
	16 R&M Equipment	15,000	4,985	5,345	9,655	36%	Regular maintenance of fleet equipment, primary expense is street sweeper repairs. We have a new leaf vacuum, so we don't have as much maintenance expense.	
	17 R&M Auto	10,000	1,013	2,362	7,638	24%	Regular maintenance of department vehicles.	Allocation for additional vehicle repair.
	19 R&M Bldg and Equip Rental	-		-	-		Equipment rented as required to maintain various city buildings.	
	20 Advertising	-		-	-		Spring and Fall Cleanup. Additional city sponsored projects as required.	
	21 Training & Education	-		-	-		Maintain certifications; other skill enhancement training as required/proposed	
	22 Dues & Subscriptions	500		-	500	0%	Camera subscription and CDL License Fees	Additional allocation for CDL licenses.
	23 Professional Services	500		104	396	21%	CDL physicals	Additional allocation for CDL physicals.
	26 Insurance & Bonds	19,000	619	4,227	14,773	22%	Liability, Worker's Comp, Vehicle Insurance	
	30 Contracted Services	55,000	7,617	10,162	44,838	18%	Trash Service, Box Rental Fees, Contractor for Tree Services, Snow Removal and Salt	Allowance for Happy Retreat Ash tree removal.
	41 Departmental Supplies	41,000	4,339	6,856	34,144	17%	General maintenance annual supplies.	$5000 for PPE and tree work tools. $9000 for street light replacement. $5000 for street signs and poles. $10,000 for Christmas wreaths transferred from Fairs/Festivals.
	43 Auto Supplies (Gas, Oil & Tires)	28,000	3,361	6,615	21,385	24%	Other city vehicle maintenance.	$5000 tire expenses transferred from Capital Outlay.
	45 Uniforms	5,000		1,097	3,903	22%	Cintas service cost increase	Reduced due to termination of Cintas contract.
	53 Software/Tech	-		-	-			GoGov Work Order Software cost transferred from supplies.
	59 Capital Outlay	-		-	-		Elevator repairs, HVAC repairs, tires, various equipment.	$5000 transferred to Auto Supplies and $20,000 transferred to R&M Buildings and Grounds.
	Total Streets	**660,271**	**46,943**	**126,290**	**533,981**	**19%**		
	Visitor's Center - 901	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	13 Utilities	5,200		-	5,200	0%	Electric Service for Rouss Hall	
	15 R&M - Building & Grounds	-		-	-			
	23 Professional Services	-		-	-			
	30 Contracted Services	-		-	-			
	41 Departmental Supplies	-		-	-			
	66 Contributions	100,000	13,248	18,758	81,242	19%	50% of Hotel/Motel Tax Revenue Contribution to Visitor's Center. Hotel/Motel Tax Revenue is trending 6% higher than FY24; primarily in August and January.	
	Total Visitor's Center	**105,200**	**13,248**	**18,758**	**86,442**	**18%**		

13Nov2024 FC Report
Attachment (1)
Page 15 of 16

DEPARTMENT LINE ITEMS						NOTES AND EXPLANATIONS	
Fairs/Festivals - 903	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
19 Bldg & Equipment Rental	-		-	-		No longer needed, we bought a generator.	
20 Advertising/Legal Publications	2,000	1	50	1,950	3%		Allowance for increase of Carlisle Ads costs.
30 Contracted Services	36,000		1,100	34,900	3%	**WV Fest** Stage/Sound ($5,000), Musicians ($5,000), Athlete Appearances ($4,300), Signage ($2,000), Inflatables ($2,000), Labor ($2,100), Portable toilets ($1,000), Hospitality/lodging and meals for talent ($1,000), Game Entertainment Avenue ($2,000) **Car Show** Sound ($2,500), Announcer ($500), Model T Ford Car Club ($600), Portapotts ($900), Labor ($700) **Halloween** Labor ($146) **Christmas Parade** Labor ($146)	**WV Fest** Stage/Sound ($5,000), Musicians ($5,000), Athlete Appearances ($10,000), Signage ($2,000), Inflatables ($2,000), Portable toilets ($1,000), Hospitality/lodging and meals for talent ($2,000), Shuttle bus ($1500), Game Entertainment Avenue ($2,000) **Car Show** Sound ($2,500), Announcer ($500), Model T Ford Car Club ($600), Portapotts ($900), Gaming Trailer ($1,000)
38 Refunds		40	85	(85)			
41 Departmental Supplies	22,000	274	5,748	16,252	26%	**WV Fest** Water/cups ($1,500), Tents ($1,500), Trophies ($500), Chairs & Railing ($1,000), Contests ($300) **Car Show** Trophies/Plaques ($4,700), Signage/Parking ($500), Water/Chips ($1,500) **General** Welcome bags for new residents ($1,000), Candy ($325), Contest prizes for Light the City and Xmas parade ($1,625), Christmas costumes, Signs **Christmas Wreaths - $3,000**	**WV Fest** Water/cups ($1,500), Sinage ($1,500), Trophies ($500), Chairs & Railing ($1,000), Contests ($300) **Car Show** Trophies/Plaques ($4,700), Signage/Parking ($500), Water/Chips ($1,500) **General** Welcome bags for new residents ($1,000), Candy ($2000), Contest prizes for Light the City and Xmas parade ($1,625), Christmas costumes, Signs ($500) **Christmas Wreathes** - Transferred to Maintenance.
52 Computer Software	1,300		-	1,300	0%	Light the City Map Software - App for Christmas lighting. Around Town Christmas contest. Annual Fee. Reimbursed 50% from Ranson, WV.	
68 Contributions	4,000		-	4,000	0%	Donations to the Boys & Girls Club, High School Choir, and Jefferson High School Air Force ROTC.	
Total Fairs/Festivals	**65,300**	**315**	**6,983**	**58,317**	**11%**		
Transfers - 960/698 SAO	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
01 Transfers to Capital Reserve - Repaving	130,000		-	130,000	0%	Monthly Street Fee Remittance from CTUB is xfrd to Capital Reserve for future street repaving expenditures	
02 Transfers to Capital Reserve - One Time Funding	3,714,452		3,714,452	-	100%	$659,452 Revenue/Loss Allowance	$3,055,000 for Jefferson Memorial Park pool.
03 Transfers Out - Parks & Rec	120,000	33,248	38,758	81,242	32%	50% Hotel/Motel tax revenue. Pool/Tennis Revenue funds the Parks & Rec budget. Reference Parks & Rec FY 2025 budget for further details.	
04 Transfers to Residual Fund	263,319		263,319	-	100%		Transfer to Residual Fund to build up Rainy Day savings.
11 Transfers to Capital Reserve - Table Games	850,000		-	850,000	0%	FY 2025 budget transfer includes lottery money (gaming and video); FY2025 proposed is the gaming/lottery estimated amounts transferred to Capital Reserve.	
Total Transfers	**5,077,771**	**33,248**	**4,016,529**	**1,061,242**	**79%**		
General Government - 975	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
Contributions	-		-	-			
Total General Government	**-**	**-**	**-**	**-**			
Total Expenses	**11,970,789**	**436,087**	**5,553,726**	**6,417,064**		**Provides for comparable year-over-year comparision of operating costs**	
Surplus or Deficit	**(0)**	**724,834**	**1,878,010**	**(1,878,011)**			

13Nov2024 FC Report
Attachment (1)
Page 16 of 16

the city of Charles Town, WV

FY 2025 Capital Reserve Budget Revision #1

Approved : 08-05-2024

CAPITAL BUDGET REVENUES

REVENUES	*ENCUMBERED*	*FY 2025 CURRENT BUDGET*	*SEPTEMBER 2024*	*FY 2025 YTD ACTUAL*	*FY 2025 BUDGET BALANCE*	*% OVER/UNDER BUDGET*	*NOTES*
Capital Reserve Carryover		$ 4,881,215		$ 4,881,215	$ -	100%	Carryover balance from FY2024 Capital Reserve - Improvement Budget.
36800 Contributions from GF ($659,452 Revenue/Loss & $3,055,000 Pool)		$ 3,714,452	$ 3,714,452	$ 3,714,452	$ -	100%	Contributions from GF - $659,452 from Revenue/Loss and $3,055.000 from FY24 Carryover disignated for JMP Pool.
33000 Developer Fees		$ 100,000	$ 67,648	$ 73,336	$ 26,664	73%	Estimated based on FY2024 receipts
36800 Contributios from GF - Lottery / Gaming Revenue		$ 850,000		$ 17,459	$ 832,541	2%	All lottery/gaming revenue remitted to Charles Town gets XFRD to Capital Reserve from GenFund.
38000 Interest on Bank Accounts & Other Sources		$ 60,000		$ 18,033	$ 41,967	30%	Reveue from 3 diferent interest bearing checking accounts.
TOTAL REVENUES	**$ -**	**$ 9,605,667**	**$ 3,782,100**	**$ 8,704,495**	**$ 901,172**	**91%**	

13Nov2024 FC Report
Attachment (2)
Page 1 of 10

CAPITAL BUDGET EXPENSES							
EXPENDITURES	***ENCUMBERED***	***FY 2025 CURRENT BUDGET***	***SEPTEMBER 2024***	***FY 2025 YTD ACTUAL***	***FY 2025 BUDGET BALANCE***	***% OVER/UNDER BUDGET***	***NOTES***
975 GENERAL GOVERNMENT							
975-23 General Government Professional Services - Capital Improvement Plan		$ 125,000		$ -	$ 125,000	0%	Outsourcing costs to create a rigorous 5 year revolving capital improvement plan for all areas of the City.
975-23 General Government Professional Services - Zoning & Subdivision Ordinance Overhaul	$ 100,000	$ 150,000		$ -	$ 150,000	0%	Outsourcing costs to update this ordinance. It has not been updated since 2012 - This is a 2 year plan for a total of $250,000.
975-58 General Government Capital Outlay - Chairs for Staff		$ 10,000		$ -	$ 10,000	0%	20 chairs for staff.
975-58 General Government Capital Outlay - Rouss Hall Landlord buy back		$ 140,000		$ -	$ 140,000	0%	
975-59 General Government Capital Outlay Technology - Computer Replacement		$ 25,000		$ -	$ 25,000	0%	Computer replacement program for all General Government departments.
975-59 GG Capital Outlay Technology - GovTech Software		$ 100,000		$ -	$ 100,000	0%	Centralized Finance/Permitting/Zoning/Grants/Bond Tracking Software. This software will replace GoGov, MyGov, PSI, and Incode (except for the court module). Having a centralized software will improve efficiency and reduce duplication of work. This software takes a year to implement.
975-59 General Government Capital Outlay Technology - Data Center Centralization		$ 120,000		$ -	$ 120,000	0%	
975-59 General Governement Capital Outlay Technology - Payroll & Human Resource Onboarding Services Implementation Cost		$ -		$ -	$ -		
975-59 General Government Capital Outlay Technology - Zoom Room Equipment Upgrade		$ 5,790		$ -	$ 5,790	0%	
TOTAL GENERAL GOVERNMENT	**$ 100,000**	**$ 675,790**	**$ -**	**$ -**	**$ 675,790**	**0%**	

EXPENDITURES	*ENCUMBERED*	*FY 2025 CURRENT BUDGET*	*SEPTEMBER 2024*	*FY 2025 YTD ACTUAL*	*FY 2025 BUDGET BALANCE*	*% OVER/UNDER BUDGET*	*NOTES*
976 PUBLIC SAFETY							
975-60 General Government Capital Outlay Technology Police Department - Computer Replacement		$ 58,000		$ 57,549	$ 451	99%	20 computers with greater than 8gb of memory are needed to view body camera footage.
976-59 Public Safety Capital Outlay Vehicles - Police Cars		$ 113,300		$ 110,788	$ 2,512	98%	PD requests 2 vehicles per rotation schedule based on vehicle lifespan of 7 years.
976-60 Public Safety Capital Outlay Equipment - Officer Equipment		$ 57,000		$ -	$ 57,000	0%	Funding requested: $3723 for 18 Monadnock batons and pouches and $53,107 for 18 tasers.
976-60 Public Safety Capital Outlay Equipment - Traffic Safety Equipment		$ 44,700		$ -	$ 44,700	0%	Funding requested: $37,610 for 2 trailerable traffic signs; $1200 for 20 portable barricades; $2660 for 10 temporary signs and holders; $3230 for 100 traffic cones with lettering. This equipment will be jointly used with the maintancence department.
976-62 Public Safety - Parking Meters		$ 10,700		$ -	$ 10,700	0%	Routine replacement of a portion of the parking meters (24) in the downtown parking district.
TOTAL PUBLIC SAFETY	**$ -**	**$ 283,700**	**$ -**	**$ 168,337**	**$ 115,363**	**59%**	

EXPENDITURES	ENCUMBERED	FY 2025 CURRENT BUDGET	SEPTEMBER 2024	FY 2025 YTD ACTUAL	FY 2025 BUDGET BALANCE	% OVER/UNDER BUDGET	NOTES
977 STREETS & TRANSPORTATION							
977-57- Streets & Transportation Capital Outlay Buildings - Charles Washington Hall masonary tuck point repair		$ 12,000		$ -	$ 12,000	0%	Brick wall on George Street side is deteriorating.
977-57 Streets & Transportation Capital Outlay Buildings - Replace City Hall rooftop AC units		$ 25,000		$ -	$ 25,000	0%	
977-57 Streets & Transportation Capital Outlay Buildings - City Hall interior repair/maintenance		$ 60,500	$ 2,232	$ 2,232	$ 58,268	4%	Funds requested to paint interior of City Hall, replace flooring, and replace appliances in first floor kitchen. Includes a 10% contingency.
977-57 Streets & Transportation Capital Outlay Buildings - City Hall roof replacement		$ 128,000		$ -	$ 128,000	0%	City Hall roof is over 20 years old and is failing.
977-57 Streets & Transportation Capital Outlay Buildings - City Hall masonary tuck point repair		$ 35,000		$ -	$ 35,000	0%	Flues and chimneys on City Hall roof have not been addressed for many years.
977-57 Streets & Transportation Capital Outlay Buildings - Maintenance office air conditioner		$ 7,000		$ -	$ 7,000	0%	The current window unit does not keep up with the heat.
977-57 Streets & Transportation Capital Outlay Buildings - New maintenance equipment building		$ 150,000		$ -	$ 150,000	0%	Current building is maxed out on space.
977-57 Streets & Transportation Capital Outlay Buildings - New/repair maintenance yard		$ 80,000		$ -	$ 80,000	0%	Maintenance yard study. Current maintence yard is in poor condition and needs replaced or renovated. This is a placeholder to get this project going.
977-57 Streets & Transportation Capital Outlay Buildings - Rouss Hall roof repair		$ -		$ -	$ -		Rouss Hall roof is rusted. A low odor roof coating will protect the roof for another 10 years.
977-58 Streets & Transportation Capital Outlay Other Improvements - Paving Path from bridge to road by the skate park		$ 5,000		$ -	$ 5,000	0%	Connect the existing path on one side of the bridge to the other side.
977-58 Streets & Transportation Capital Outlay Other Improvements - Happy Retreat & Stake Park Bridge		$ 100,000		$ -	$ 100,000	0%	
977-58 Streets & Transportation Capital Outlay Other Improvements - ADA sidewalks & stormwater drain for Lawrence/Congress		$ 60,000		$ -	$ 60,000	0%	Stormwater repair and ADA sidewalks for the Lawrence & Congress intersection. Expected grant funding from State Carbon Reduction Funding.
977-58 Streets & Transportation Capital Outlay Other Improvements -West End connector		$ -		$ -	$ -		Design and fund construction documents of Mordington Ave sidewalk from S George St to S West St. - pending grant.
977-58 Streets & Transportation Capital Outlay Other Improvements - Flower planters	$ 5,000	$ 5,000		$ -	$ 5,000	0%	2 year plan to install flower planters on Washington Street.
977-58 Streets & Transportation Capital Outlay Other Improvements - Potter's Field		$ 115,000		$ 12,928	$ 102,072	11%	Installation of Interpretative signs, fencing, monument and landscaping.
977-59 Streets & Transportation Capital Outlay Equipment - Bucket Truck	$ 153,000	$ 37,000	$ 15,000	$ 15,000	$ 22,000	41%	Current bucket truck cannot safely reach the required heights for maintenance tasks. The cost of a new truck is approximately $170,000. The truck will be ordered in FY25 and received in FY26. This also includes a $20,000 allowance for purchase of Ranson's used truck to use in the interim. Epected expenditures in FY25 will be $20,000 used truck and $17,000 deposit for new truck. Leaving a FY26 encumberance of $153,000.
977-59 Streets & Transportation Capital Outlay Equipment - Street line striper		$ 5,000		$ -	$ 5,000	0%	Current striper constantly needs repaired.
977-59 Streets & Transportation Capital Outlay Equipment - Utility Vehicle		$ 25,000		$ 20,776	$ 4,224	83%	Beneficial for events and watering flowers.

977-61 Streets & Transportation Capital Outlay Stormwater Improvements - Basic Stormwater Improvements		$ -		$ -	$ -		ACKNOWLEDGED IMPROVEMENT LOCATIONS - Install new sidewalk drain in 200 block of W. Washington (design completed - SW project); design improvements for 100 block of Shutter St; 400 block of S. Samuel, and culvert at 4th and Hunter
977-61 Streets & Transportation Capital Outlay Stormwater Improvements - Charles Street Flooding		$ -		$ -	$ -		Engineering costs to determine Charles Street flooding mitigation.
977-61 Streets & Transportation Capital Outlay Stormwater Improvements - Green Infrastructure Master Plan		$ 204,000		$ -	$ 204,000	0%	This funding is a 2 year plan to cover 6 study areas and 3 area reviews each year.
TOTAL STREETS & TRANSPORTATION	**$ 158,000**	**$ 1,053,500**	**$ 17,232**	**$ 50,936**	**$ 1,002,564**	**5%**	

EXPENDITURES	ENCUMBERED	FY 2025 CURRENT BUDGET	SEPTEMBER 2024	FY 2025 YTD ACTUAL	FY 2025 BUDGET BALANCE	% OVER/UNDER BUDGET	NOTES
979 CULTURE & RECREATION							
979-56 Culture & Recreation Land - Depot Park Land Acquisition		$ 500,000		$ -	$ 500,000	0%	Place holder for possible land acquisition from APUS for the Depot Park initiative.
979-58 Culture & Recreation Other Improvements - Evitts Run Park Security Boundary		$ 13,500		$ -	$ 13,500	0%	Install perimeter fence along Evitts Run to improve lack of security of City asset and protect park users.
979-58 Culture & Recreation Other Improvements - Happy Retreat Ash Tree removal		$ -		$ -	$ -		These trees are a safety hazzard.
979-58 Culture & Recreation Other Improvements - JMP Basketball Courts & Evits Run Resurfacing, Evits Run basketball court fence replacement, & 4 basketball hoops		$ 60,000	$ 9,196	$ 9,196	$ 50,804	15%	
979-58 Culture & Recreation Other Improvements - Safety Lighting		$ 10,000		$ -	$ 10,000	0%	
979-58 Culture & Recreation Other Improvements - JMP Tennis Court ground penetrating radar		$ 20,000		$ -	$ 20,000	0%	
979-58 Culture & Recreation Other Improvements - Skate Park		$ -		$ -	$ -		Purchase and installation of mobile pump track. Finance Committee recommends including in CIP plan.
979-58 Culture & Recreation Other Improvements - Skate Park Mural and benches		$ 40,000	$ 8,813	$ 8,813	$ 31,187	22%	
979-58 Culture & Recreation Other Improvements - Arts & Culture - Historical Signs		$ 20,000		$ -	$ 20,000	0%	Finance Committee recommends including in CIP plan.
979-58 Culture & Recreation Other Improvements - Wayfinding signage - 3-year program	$ 100,000	$ 97,400		$ -	$ 97,400	0%	CDD REQUEST $100K for wayfinding signage implementation phase 1 cost (3 years of phases) (request related to 2023 CTNOW ARPA Request)
979-59 Culture & Recreation Equipment - JMP Slide		$ 14,200		$ -	$ 14,200	0%	
TOTAL CULTURE AND RECREATION	**$ 100,000**	**$ 775,100**	**$ 18,009**	**$ 18,009**	**$ 757,091**	**2%**	
Contingencies		$ 2,204,008		$ -	$ 2,204,008	0%	
Encumberances for Subsequent Years		$ 3,176,277		$ -	$ 3,176,277	0%	Grant related projects FY2026 estimated at $4,419,277 less expected grant funding + $358,000 multi-year non grant related capital projects.
Transfer to Grant Projects		$ 1,437,292		$ -	$ 1,437,292	0%	
TOTAL EXPENSES	**$ 358,000**	**$ 9,605,667**	**$ 35,241**	**$ 237,282**	**$ 9,368,385**	**2%**	
REVENUES OVER EXPENSES		**$ -**	**$ 3,746,859**	**$ 8,467,213**	**$ (8,467,213)**		

REPAVING BUDGET

REVENUES	*FY 2025 CURRENT BUDGET*	*SEPTEMBER 2024*	*FY 2025 YTD ACTUAL*	*FY 2025 BUDGET BALANCE*	*% OVER/UNDER BUDGET*	*NOTES*
Repaving Carryover	$ 1,472,865		$ 1,472,865	$ -	100%	Carryover balance from FY2024 Repaving Funds
36877 Contributions from GF - Repaving Fees	$ 130,000		$ -	$ 130,000	0%	Street Fees source = $4.10 fee, collected by the Charles Town Utility Board and remitted to the City of Charles Town for Capital Reserve Fund - Street Paving
TOTAL REVENUES	**$ 1,602,865**	**$ -**	**$ 1,472,865**	**$ 130,000**	**92%**	
EXPENDITURES	*FY 2025 CURRENT BUDGET*	*SEPTEMBER 2024*	*FY 2025 YTD ACTUAL*	*FY 2025 BUDGET BALANCE*	*% OVER/UNDER BUDGET*	*NOTES*
977-60 Streets & Transportation Capital Outlay Street Paving	$ 300,000		$ -	$ 300,000	0%	12 Jan 2023 Infrastructure Comm report identified 23 streets for repaving/repairs. Due to large scope and delays in the Request for Bid process, Finance Committee recommends caping FY2024 paving/repairs expenses at $300K.; $130K FY24 income; **$170K from paving reserves**
977-60 Streets & Transportation Capital Outlay Street Paving - Paving Contingency	$ 1,302,865		$ -	$ 1,302,865	0%	This contingency represents past income collected by CTUB earmarked for street paving.
TOTAL EXPENSES	**$ 1,602,865**	**$ -**	**$ 2,945,730**	**$ 1,602,865**	**184%**	
REVENUES OVER EXPENSES	**$ -**	**$ -**	**$ (1,472,865)**	**$ (1,472,865)**		

GRANT PROJECTS BUDGET

	ENCUMBERED	*COUNCL APPROVED*	*FY 2025 CURRENT BUDGET*	*SEPTEMBER 2024*	*FY 2025 YTD ACTUAL*	*FY 2025 BUDGET BALANCE*	*% OVER/UNDER BUDGET*	*NOTES*
COPS GRANT								
Capital Reserve Carryover		$ 7,344	$ 7,344		$ 7,344	$ -	100%	City expense of equipment purchase after application of grant funds.
36501 Federal Grant Revenue - COPS Grant		$ 71,706	$ 71,706		$ -	$ 71,706	0%	PD Equipment Grant of $400K - $143,414 remaining balance for FY26 & FY27
TOTAL REVENUES	**$ -**	**$ 79,050**	**$ 79,050**	**$ -**	**$ 7,344**	**$ 71,706**	**9%**	
976-59 Public Safety Capital Outlay Vehicles - Police Vehicle Upfit Costs		$ 79,050	$ 79,050	$ 3,144	$ 62,655	$ 16,396	79%	Funding requested: $79,050 for vehicle upfit equipment. $71,706 covered under DOJ COPS Equipment Grant. Note: $143,413 remaining balance for FY26 & FY27.
TOTAL EXPENSES	**$ -**	**$ 79,050**	**$ 79,050**	**$ 3,144**	**$ 62,655**	**$ 16,396**	**79%**	
COPS GRANT REVENUES OVER EXPENSES	**$ -**	**$ -**	**$ -**	**$ (3,144)**	**$ (55,311)**	**$ 55,311**		

	ENCUMBERED	COUNCL APPROVED	FY 2025 CURRENT BUDGET	SEPTEMBER 2024	FY 2025 YTD ACTUAL	FY 2025 BUDGET BALANCE	% OVER/UNDER BUDGET	NOTES
AUGUSTINE AVENUE								
Capital Reserve Carryover	$ 426,000	$ 74,000	$ 74,000		$ 74,000	$ -	100%	$350,000 Capito Earmark match & $76,443 Liberty reallocation match. $41,378 expense to the City after receiving grant funds.
36600 State Grant Revenue - 2023 WVDOH TAP-II grant Augustine Avenue Trail Construction - (Reallocation from Liberty)			$ -		$ -			76,443.50 Match Phase I Construction
36600 State Grant Grant Revenue - WVDOH TAP-II grant Augustine Avenue Trail Construction - Phase I			$ -		$ -	$ -		Design grant expected to be complete by close of FY25; will include FY24 TAP grant on construction once award details concrete and City commits to project in FY24 ($560K grant with $140K match)
36501 Federal Grant Revenue - CDS - Senator Capito Grant Augustine Avenue Trail Construction			$ -		$ -	$ -		Trail Completion
TOTAL REVENUES	**$ 426,000**	**$ 74,000**	**$ 74,000**	**$ -**	**$ 74,000**	**$ -**	**100%**	
979-58 Culture & Recreation Other Improvements - Augustine Avenue Trail Construction - Construction Phase I		$ 74,000	$ 74,000		$ 14,719	$ 59,281	20%	Construction - Phase 1 (Total cost = $773,595 Grant = $560,000 - Funded through WVDOT; City Match = $140,000. Paid in FY24). Anticipate construction begin FY24. An additional $1,700,000 estimated for project completion - CDS Grant = $1,400,000; City Match = $350,000, likely in FY 2025
979-58 Culture & Recreation Other Improvements - Augustine Avenue Trail Construction - Construction Phase II & III Encumberance for FY26 & FY27.	$ 426,000		$ -		$ -			CDS Grant = $1,400,000; City Match = $350,000, likely in FY 2026.
TOTAL EXPENSES	**$ 426,000**	**$ 74,000**	**$ 74,000**	**$ -**	**$ 14,719**	**$ 59,281**	**20%**	
AUGUSTINE AVENUE REVENUES OVER EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ 59,281**	**$ (59,281)**		

	ENCUMBERED	COUNCL APPROVED	FY 2025 CURRENT BUDGET	SEPTEMBER 2024	FY 2025 YTD ACTUAL	FY 2025 BUDGET BALANCE	% OVER/UNDER BUDGET	NOTES
LIBERTY STREET FLOODING MITIGATION								
Capital Reserve Carryover		$ 705,774	$ 705,774		$ 705,774	$ -	100%	FEMA match = $305,774
TOTAL REVENUES		**$ 705,774**	**$ 705,774**	**$ -**	**$ 705,774**	**$ -**	**100%**	
977-61 Streets & Transportation Capital Outlay Stormwater Improvements - Liberty Street Flooding Mitigation - Phase I		$ 705,774	$ 705,774	$ 2,615	$ 4,674	$ 701,100	1%	$750,000 Est Construction Cost - FEMA Match = $305,774; Chesapeake Match = 0.00
TOTAL EXPENSES	**$ -**	**$ 705,774**	**$ 705,774**	**$ 2,615**	**$ 4,674**	**$ 701,100**	**1%**	
LIBERTY STREET FLOODING REVENUES OVER EXPENSES	**$ -**	**$ -**	**$ -**	**$ (2,615)**	**$ 701,100**	**$ (701,100)**		

	ENCUMBERED	COUNCL APPROVED	FY 2025 CURRENT BUDGET	SEPTEMBER 2024	FY 2025 YTD ACTUAL	FY 2025 BUDGET BALANCE	% OVER/UNDER BUDGET	NOTES
JEFFERSON MEMORIAL POOL								
Capital Reserve Carryover		$ 650,174	$ 650,174		$ 650,174	$ -	100%	
Pool House LWCF Grant		$ 250,000	$ 250,000		$ -	$ 250,000		
Pool LWCF Grant	$ 1,600,695				$ -	$ -		
Transfer from Capital	$ 2,392,582		$ -		$ -	$ -		Transfer from Capital Carryover
TOTAL REVENUES	**$ 3,993,277**	**$ 900,174**	**$ 900,174**	**$ -**	**$ 650,174**	**$ 250,000**	**72%**	
979-58 Culture & Recreation Other Improvements - JMP Pool House Renovation-**Grant Expenditure**		$ 250,000	$ 250,000		$ -	$ 250,000	0%	Land & Water Conservation Grant for Pool House renovation = $250,00; City Match = $250,000 Total Pool renovation estimated at $4,893.451.
979-58 Culture & Recreation Other Improvements-**City Expenditure**		$ 650,174	$ 650,174					
979-58 Culture & Recreation Other Improvements - JMP House Renovation-Grant Expenditure - **Grant Expenditure** for FY26	$ 1,600,695							
979-58 Culture & Recreation Other Improvements - JMP Pool Upgrade Encumbrance for FY26 - **City Expenditure**	$ 2,392,582		$ -		$ -	$ -		In support of identified LWCF grant funding expected to be required for FY2024. A FY2024 Congressional Directed Grant Funding request for $1,600,695 pends.
TOTAL EXPENSES	**$ 3,993,277**	**$ 900,174**	**$ 900,174**	**$ -**	**$ -**	**$ 250,000**	**0%**	
JEFFERSON MEMORIAL POOL REVENUES OVER EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ 650,174**	**$ -**		

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1168: City Manager Report - November 18, 2024

ATTACHMENTS:

- City Manager Report - November 18, 2024.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 Manager Report
November 18, 2024

- We are pleased to announce the hiring of Duane Dunn to the position of Building Inspector/Building Official. Duane will officially begin with us on December 2nd. Next time you are at City Hall please stop in to meet Duane and wish him well.
- Cindy Rezmer and Jeni Sales are currently in Charleston for Municipal Court training.
- We completed the roof installation at City Hall except for some siding installation and will be sending out the RFP for new rooftop units shortly. The new camera system has been installed in the Council Chamber area, which will greatly enhance our online experience. Lastly work has been completed on the pointing of the brick chimneys and facia at City Hall.
- Our Maintenance crews have begun the process of hanging the holiday lights, wreaths, and garland downtown.
- Just an FYI there are several vacancies on various Boards and Commissions to include;
  Board of Zoning Appeals – 1 new 3-year term serving 01/01/2025 -12/31/2027 and 2 terms serving until 12/31/2026
  Tree Board - 1 new 4-year term serving 01/01/2025 - 12/31/2028
  Board of Parks and Recreation - 1 new 6-year term serving 01/01/2025 - 12/31/2030
  Building Commission - 1 new 5-year term serving 01/01/2025 - 12/31/2029
  Historic Landmarks Commission - 1 new 3-year term serving 01/01/2025 -12/31/2027
  Planning Commission - 2 new 3-year terms serving 01/01/2025 - 12/31/2027
  Utility Board - 1 new 4-year term serving 01/01/2025 - 12/21/2028
  Please refer to our website to get additional information
- The 48 grave markers are due to be installed at Potters Field over the next few weeks. The fencing and monument will be installed this coming Spring followed by a ceremony date to be determined.
- The CTUB Lead and Copper Inventory is completed in accordance with the EPA and State requirements. We have placed a summary on the website along with a GIS map that allows customers to search by their address to find out the results of their private service line inventory assessment. The Lead and Copper Inventory update is located here: Lead and Copper Information - Charles Town Utility Board and can be found under: Information-Reports-Water Documents-Lead and Copper Information.
- CTUB has also made available an Overview of **PFAS** as it relates to the EPA Drinking Water Standards. This information has been provided along with the full year of Unregulated Contaminant Monitoring Rule (UCMR5) sampling data. The sampling data shows that all results for PFAS were non-detected in the drinking water samples taken at the source of the Shenandoah River which confirms that CTUB's water is of an extremely high quality with no health concerns. CTUB will be continually monitoring

EPA's regulations with regard to PFAS and will keep the Board apprised of regulatory changes as directed. The PFAS updates can be found here: Facts about PFAS - Charles Town Utility Board and can be found under: Information-Reports-Water Documents-Facts about PFAS

- Please mark your calendar for the DOH field review meeting regarding the WV51 study. The meeting will take place at the Zion Baptist Church at 1:30 on Tuesday the 19th. According to Mark White with DOH **"This is not a public meeting, this is a meeting to discuss the technical side of this study and related information. However, we would love to see local officials there and get feedback from their perspective."**
- The Community Development Division has had two (2) bid submissions for the Zoning Rewrite, and we have put together a committee to make the selection and will apprise the Council when that selection is confirmed.
- The GPR will start to take place on Saturday for the tennis courts and surrounding area(s) and bridge selection sites have been confirmed and the excavator for the bridges will start in the next week with the first site being at the skate park.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1142: Public Hearing: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part 7 Business Regulations and Taxation Code, Chapter 3 Taxes and Service Charges, Article 741 Municipal License Tax, Section 741.99 Penalty

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1143: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part 7 Business Regulations and Taxation Code, Chapter 3 Taxes and Service Charges, Article 741 Municipal License Tax, Section 741.99 Penalty

Proposed Motion: Approve second reading of Article 741 Municipal License Tax, Section 741.99 Penalty

ATTACHMENTS:

- Section 741.99.pdf

741.99 PENALTY.

(a) Whoever engages in any activity contrary to the provisions of this article, whether without obtaining a license required therefor before commencing the same or by continuing the same after the termination of the effective period of any such license, shall, in addition to paying the license tax, be subject to a penalty of fifty dollars ($50.00) for each month or fraction thereof during which he has been in default of the license tax. It shall be the duty of the City Treasurer to collect the full amount of the license tax and penalty imposed. Any waiver of the penalty herein provided for shall have the approval of the Finance Committee. The penalty may be paid after the committee reviews the waiver request. Only on request will be considered in a three-year period.

(b) In addition to the foregoing and except as may herein be otherwise expressly provided, whoever violates any provision under this article during any one twelve month period shall be fined not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00), and whoever shall commit multiple violations of this article during more than one twelve month period, whether or not said periods shall be consecutive and whether or not said person shall have been previously convicted thereof, shall be fined not less than five hundred dollars ($500.00) nor more than one thousand dollars ($1,000) and imprisoned not more than thirty days or both. Each day or part thereof that any violation continues shall be deemed to constitute a distinct and separate offense and be punishable accordingly.

(c) Whoever knowingly makes a false statement in any tax form or application shall be fined not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000). Each false statement, whether made with or without other false statements on any one or more application shall constitute a separate offense. And, whoever shall knowingly make a false statement in two separate "tax filings", whether or not said applications shall have been filed consecutively, and whether or not said person shall have been previously convicted thereof, shall be fined not less than five hundred dollars ($500.00) nor more than one thousand dollars ($1,000) and imprisoned not more than six months, or both.

(Ord. 97-003. Passed 4-21-97.

Attachment (3)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1144: Public Hearing on the Consideration for adoption on third reading of the following ordinance (<u>with</u> 3% 20-year $216,016 funding):

Ordinance Authorizing The Acquisition And Construction Of Additions, Betterments And Improvements To The Sewerage Portion Of The Existing Public Combined Waterworks And Sewerage System Of The City Of Charles Town And The Financing Of The Cost Thereof, Not Otherwise Provided, Through The Issuance By The City Of Not More Than $2,844,984 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 A (West Virginia Srf Program); Not More Than $216,016 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 B (West Virginia Srf Program)And Not More Than $500,000 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 C (West Virginia Srf Program/Forgivable) Providing For The Rights And Remedies Of And Security For The Registered Owners Of Such Bonds; Authorizing Execution And Delivery Of All Documents Relating To The Issuance Of Such Bonds; Approving, Ratifying And Confirming A Bond Purchase Agreement Relating To Such Bonds; Authorizing The Sale And Providing For The Terms And Provisions Of Such Bonds And Adopting Other Provisions Relating Thereto

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1145: Consideration for adoption on third reading and enactment of the following ordinance (<u>with</u> 3% 20-year $216,016 funding):

Ordinance Authorizing The Acquisition And Construction Of Additions, Betterments And Improvements To The Sewerage Portion Of The Existing Public Combined Waterworks And Sewerage System Of The City Of Charles Town And The Financing Of The Cost Thereof, Not Otherwise Provided, Through The Issuance By The City Of Not More Than $2,844,984 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 A (West Virginia Srf Program); Not More Than $216,016 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 B (West Virginia Srf Program)And Not More Than $500,000 In Aggregate Principal Amount Of Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 C (West Virginia Srf Program/Forgivable) Providing For The Rights And Remedies Of And Security For The Registered Owners Of Such Bonds; Authorizing Execution And Delivery Of All Documents Relating To The Issuance Of Such Bonds; Approving, Ratifying And Confirming A Bond Purchase Agreement Relating To Such Bonds; Authorizing The Sale And Providing For The Terms And Provisions Of Such Bonds And Adopting Other Provisions Relating Thereto.

<u>Proposed Motion:</u> Approve third reading of ordinance.

ATTACHMENTS:

- CSWRF and Grant.pdf
- Schedule B - Post Bid $216016 CWSRF Loan.pdf
- BOND ORDINANCE SRF_SRF_Forgiveable-Green(23538754.2).pdf

Post Bid $216,016 CWSRF		
Project Total	**$7,665,560.00**	
GRANTS		
CWSRF "Green" Principal Forgiveness, $500,000	$500,000	
Economic Enhancement Grant, $1,077,000	$1,077,000	
Project Total less Grant $$	**$6,088,560.00**	
Funding Source	**Growth**	**Non-growth**
Project Split	**$3,714,022**	**$2,374,538**
Percentage	61%	39%
CWSRF Loan (0.25%, 0.25% admin, 40yr), $2,844,984)	$470,446	$2,374,538
% funding	7%	36%
CWSRF Loan (2.75%, 0.25% admin, 20yr), $216,016	$216,016	
% funding	3%	0%
Capacity Improvement Fee Internal funding	$3,027,560	
% funding	46%	0%
CTUB Internal Funding Contribution	$0	
% funding	0%	0%
Total remaining funding based on allocation	**$3,714,022**	**$2,374,538**
% funding	**61%**	**39%**

Charles Town Utility Board - 2022 Sewer Collection System Project

Post Bid $216,016 CWSRF **DRAFT**

IJDC PROJECT 2021S-2041 **CWSRF Project C544686** **10/17/2024**

A. COST OF PROJECT	TOTAL	CWSRF Loan (0.25%, 0.25% admin, 40yr)	CWSRF Loan (2.75%, 0.25% admin, 20yr)	CWSRF "Green" Principal Forgiveness	Capacity Improvement Fee Fund	Economic Enhancement Grant
	7,665,560.00	**2,844,984.00**	**216,016.00**	**500,000.00**	**3,027,560.00**	**1,077,000.00**
1 Construction						
a. Contract 1	6,074,000.00	2,804,334.00	216,016.00	196,300.00	1,780,350.00	1,077,000.00
2 Construction Contingency	303,700.00	0.00	0.00	303,700.00	0.00	0.00
3 Sub Total line 2 and 3	**6,377,700.00**	**2,804,334.00**	**216,016.00**	**500,000.00**	**1,780,350.00**	**1,077,000.00**
B. Cost of Legal, Engineering and Soft Costs						
4 Legal	140,000.00	0.00	0.00	0.00	140,000.00	0.00
5 Accountant (Kunkle)	30,000.00	0.00	0.00	0.00	30,000.00	0.00
6 Technical Services						
a Study and Report	58,500.00	0.00	0.00	0.00	58,500.00	0.00
b. Preliminary Design	168,720.00	0.00	0.00	0.00	168,720.00	0.00
c Final Design	230,280.00	0.00	0.00	0.00	230,280.00	0.00
d Bidding and Negotiation	37,000.00	0.00	0.00	0.00	37,000.00	0.00
e Eng. During Construction	100,000.00	0.00	0.00	0.00	100,000.00	0.00
f Project Inspection	200,000.00	0.00	0.00	0.00	200,000.00	0.00
g Special Services						
i. Geotechnical	18,990.00	0.00	0.00	0.00	18,990.00	0.00
ii. Land Surveys & Easement	47,700.00	0.00	0.00	0.00	47,700.00	0.00
iii. Engineering Surveys	30,700.00	0.00	0.00	0.00	30,700.00	0.00
iv. Funding Applications	4,200.00	0.00	0.00	0.00	4,200.00	0.00
7 Administration						
a Other Admin (legal ads, conf calls)	10,000.00	0.00	0.00	0.00	10,000.00	0.00
8 Lands / Easements						
a Easements	50,600.00	0.00	0.00	0.00	50,600.00	0.00
b R/W Agent	102,135.00	0.00	0.00	0.00	102,135.00	0.00
9 Permits	7,000.00	0.00	0.00	0.00	7,000.00	0.00
10 Plats	11,385.00	0.00	0.00	0.00	11,385.00	0.00
11 Sub Total line 4 thru 11	**1,247,210.00**	**0.00**	**0.00**	**0.00**	**1,247,210.00**	**0.00**
C. Costs of Financing						
12 Registrar Fees	650.00	650.00	0.00	0.00	0.00	0.00
13 Bond Counsel (S&J)	40,000.00	40,000.00	0.00	0.00	0.00	0.00
14 Sub Total line 13 thru 14	**40,650.00**	**40,650.00**	**0.00**	**0.00**	**0.00**	**0.00**
15 Total Project Cost Line 3+12+14	**7,665,560.00**	**2,844,984.00**	**216,016.00**	**500,000.00**	**3,027,560.00**	**1,077,000.00**
D. SOURCES OF OTHER FUNDS						
16 CWSRF Loan (40 Year)	2,844,984.00	0.00	0.00	0.00	0.00	0.00
17 CWSRF Loan (20 Year)	216,016.00	0.00	216,016.00	0.00	0.00	0.00
18 Sub Total Bond Issue	**3,061,000.00**	2,844,984.00	0.00	0.00	0.00	0.00
19 State Grant (EEGF)	500,000.00	0.00	0.00	500,000.00	0.00	0.00
20 Federal Grant (CWSRF)	1,077,000.00	0.00	0.00	0.00	0.00	1,077,000.00
21 Sub Total Grant Funds	**1,577,000.00**	0.00	0.00	0.00	0.00	0.00
22 Capital Improvement Fee Fund	3,027,560.00	0.00	0.00	0.00	3,027,560.00	0.00
23 Sub Total Internal Funds	**3,027,560.00**	0.00	0.00	0.00	0.00	0.00
24 Total Project Funding (Line 18, 21 and 23)	**7,665,560.00**					

* **FSPS Rehab Project - $950,000 to be completed in 2025 and funded with internal funds.**

Charles Town Utility Board

RK&K, LLP

INCLUDES 3% 20 YEAR BOND ISSUE

CITY OF CHARLES TOWN

BOND ORDINANCE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF CHARLES TOWN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $2,844,984 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 A (WEST VIRGINIA SRF PROGRAM); NOT MORE THAN $216,016 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 B (WEST VIRGINIA SRF PROGRAM) AND NOT MORE THAN $500,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 C (WEST VIRGINIA SRF PROGRAM/FORGIVABLE) PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF CHARLES TOWN:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is enacted pursuant to the provisions of Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

Section 1.02. Findings. It is hereby found, determined and declared that:

A. The City of Charles Town (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Jefferson County of said State.

B. The Issuer deems it necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be constructed additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system, including (i) improvements to the Burr East Pump Station, the Moose Lodge Pump Station, the Jett's Farm Pump Station and force main; (ii) the decommissioning of the Forrest Avenue and 11th Street Pump Stations; (iii) construction of the Lakeland Place Pump Station; (iv) construction of a force main through Jefferson Memorial Park; (v) upgrade of the Evitt's Run gravity line; and (vi) all necessary appurtenances (collectively, the "Project") (the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Recorder of the Issuer.

C. It is deemed necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds, in the total aggregate principal amount of not more than $3,061,000 in two or more series, initially planned to be the (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A (West Virginia SRF Program), in the total aggregate principal amount of not more than $2,844,984 (the "Series 2024 A Bonds"); (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 B (West Virginia SRF Program), in the total aggregate principal amount of not more than $216,016 (the "Series 2024 B Bonds"); and (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 C (West Virginia SRF Program/Forgivable), in the total aggregate principal amount of not more than $500,000 (the "Series 2024 C Bonds") (collectively, the "Series 2024 Bonds"), to permanently finance the costs of acquisition and construction of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefore and eligible under the SRF Program; amounts which may be deposited in the Series 2024 A Bonds Reserve Account (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; fees and expenses of the Authority, including the SRF Administrative Fee (as hereafter defined); discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2024 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the acquisition or construction of the Project and the placing of same in operation; and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2024 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

D. The period of usefulness of the System after completion of the Project is not less than 40 years.

E. It is in the best interests of the Issuer that its Series 2024 Bonds be sold to the Authority pursuant to the terms and provisions of a Bond Purchase Agreement by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), in form satisfactory to the Issuer, the Authority, and the DEP (the "Bond Purchase Agreement"), to be approved hereby if not previously approved by resolution of the Issuer.

F. The Issuer will have the following Outstanding obligations which will rank on a parity with the Series 2024 A Bonds and Series 2024 B Bonds as to liens, pledge, source of and security for payment, being the Issuer's:

1. (1) Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated November 18, 1987, issued in the original aggregate principal amount of $413,629 (the "Series 1987 B Bonds");

2. Combined Waterworks and Sewerage System Revenue Bonds, Series 1988 B-1 (West Virginia Water development Authority), dated May 4, 1988, issued in the original aggregate principal amount of $295,916 (the "Series 1988 B-1 Bonds");

3. Combined Waterworks and Sewerage System Revenue Bonds, Series 1988 B-2 (West Virginia Water Development Authority), dated May 20, 1988, issued in the original aggregate principal amount of $558,000 (the "Series 1988 B-2 Bonds");

4. Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B (West Virginia Water Development Authority), dated April 13, 1989, issued in the original aggregate principal amount of $117,480 (the "Series 1989 B Bonds");

5. Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (West Virginia Water Development Authority), dated August 22, 2002, issued in the original aggregate principal amount of $1,100,000 (the "Series 2002 A Bonds");

6. Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 B (West Virginia Infrastructure Fund), dated August 22, 2002, issued in the original aggregate principal amount of $3,600,000 (the "Series 2002 B Bonds");

7. Combined Waterworks and Sewerage System Revenue Bonds, Series 2010 A (West Virginia DWTRF Program), dated January 13, 2010, issued in the original aggregate principal amount of $912,458 (the "Series 2010 A Bonds");

8. Combined Waterworks and Sewerage System Revenue Bonds, Series 2010 B (West Virginia DWTRF Program/ARRA), dated January 13, 2010, issued in the original aggregate principal amount of $100,000 (the "Series 2010 B Bonds");

9. Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2010 C (West Virginia SRF Program), dated December 2, 2010, issued in the original aggregate principal amount of $1,250,000 (the "Series 2010 C Bonds");

10. Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2010 D (West Virginia SRF Program), dated December 2, 2010, issued in the original aggregate principal amount of $500,000 (the "Series 2010 D Bonds");

11. Combined Waterworks and Sewerage System Revenue Bonds, Series 2011 A (West Virginia SRF Program), dated July 22, 2011, issued in the original aggregate principal amount of $13,147,192 (the "Series 2011 A Bonds");

12. Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated June 27, 2013, issued in the original aggregate principal amount of $591,977 (the "Series 2013 A Bonds");

13. Combined Waterworks and Sewerage System Revenue Bonds, Series 2014 A (West Virginia SRF Program), dated June 18, 2014, issued in the original aggregate principal amount of $4,058,900 (the “Series 2014 A Bonds”);

14. Combined Waterworks and Sewerage System Revenue Bonds, Series 2016 A (Tax-Exempt), dated March 17, 2016, issued in the original aggregate principal amount of $7,695,000 (the “Series 2016 A Bonds”);

15. Combined Waterworks and Sewerage System Revenue Bonds, Series 2016 B (Tax-Exempt), dated August 18, 2016, issued in the original aggregate principal amount of $3,895,000 (the “Series 2016 B Bonds”);

16. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-1 (West Virginia Water Development Authority), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 1988 B (West Virginia Water Development Authority) dated May 5, 1998, issued in the original aggregate principal amount of $425,767 (the “Series 2018 A-1 Bonds”);

17. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-3 (West Virginia Infrastructure Fund), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 1998 C (West Virginia Infrastructure Fund) dated June 25, 1998, issued in the original aggregate principal amount of $662,039 (the “Series 2018 A-3 Bonds”);

18. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-4 (West Virginia SRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 1999 A (West Virginia SRF Program) dated December 8, 1999, issued in the original aggregate principal amount of $378,363 (the “Series 2018 A-4 Bonds”);

19. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-5 (West Virginia SRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 2000 A

(West Virginia SRF Program) dated June 22, 2000, issued in the original aggregate principal amount of $1,154,889 (the "Series 2018 A-5 Bonds");

20. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-6 (West Virginia SRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 2008 A (West Virginia SRF Program) dated June 18, 2008, issued in the original aggregate principal amount of $2,005,000 (the "Series 2018 A-6 Bonds");

21. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-7 (West Virginia DWTRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, 2014 A (West Virginia DWTRF Program) dated April 17, 2014, issued in the original aggregate principal amount of $985,000 (the "Series 2018 A-7 Bonds");

22. Combined Utility System Revenue Bonds, Series 2018 B (Bank Qualified), dated December 27, 2018, issued in the original aggregate principal amount of $3,065,000 (the "Series 2018 B Bonds");

23. Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2020 A (Bank Qualified), dated July 14, 2020, issued in the original aggregate principal amount of $4,575,000 (the "Series 2020 A Bonds");

24. Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2022 A (Bank Qualified), dated February 2, 2022, issued in the original aggregate principal amount of $4,380,000 (the "Series 2022 A Bonds");

25. Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (Bank Qualified), dated September 7, 2022, issued in the original aggregate principal amount of $5,620,000 (the "Series 2022 B Bonds"); and

26. Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 C (Taxable), dated September 7, 2022, issued in the original aggregate principal amount of $1,815,000 (the "Series 2022 B Bonds") (collectively, the "Prior Bonds").

The Series 2024 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. Prior to the issuance of the Series 2024 Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of the Holders of the Prior Bonds, to the issuance of the Series 2024 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Ordinances.

G. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the

System, the principal of and interest on the Bonds (as hereinafter defined) and to make all payments into all funds, accounts and other payments provided for herein.

H. The Issuer has complied with all requirements of West Virginia law and the Bond Purchase Agreement relating to authorization of the acquisition and construction of the Project and the operation of the System and issuance of the Series 2024 Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council and the obtaining of a certificate of public convenience and necessity from the Public Service Commission of West Virginia.

I. The Project has been reviewed and determined to be technically and financially feasible by the West Virginia Infrastructure and Jobs Development Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2024 Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2024 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. The following terms shall have the following meanings herein unless the context expressly requires otherwise:

"Act" means, collectively, Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2024 Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the DEP under the Act.

"Authorized Officer" means the Mayor of the Issuer, or any other officer of the Issuer specifically designated by resolution of the Governing Body.

"Bondholder," "Holder of the Bonds," "Holder," "Registered Owner" or any similar term whenever used herein with respect to an Outstanding Bond or Bonds, means the person in whose name such Bond is registered.

"Bond Purchase Agreement" means the Bond Purchase Agreement heretofore entered into, or to be entered into, by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2024 Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Bond Legislation," "Ordinance," "Bond Ordinance" or "Local Act" means this Bond Ordinance and all ordinances, orders and resolutions supplemental hereto or amendatory hereof.

"Bond Registrar" means the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns.

"Bonds" means, collectively, the Series 2024 Bonds, and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

"Bond Year" means the 12-month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year, except that the first Bond Year shall begin on the Closing Date.

"Cash Working Capital Reserve" means the cash working capital reserve required by Chapter 24, Article 1, Section 1(k) of the Code of West Virginia, 1931, as amended.

"Closing Date" means the date upon which there is an exchange of the Series 2024 Bonds for all or a portion of the proceeds of the Series 2024 Bonds from the Authority and the DEP.

"Code" means the Internal Revenue Code of 1986, as amended, and the Regulations.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia that succeeds to the functions of the Commission.

"Completion Date" means the completion date of the Project, as defined in the SRF Regulations.

"Consulting Engineers" means Rummel, Klepper and Kahl, LLP, Keyser, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System, or portion thereof, in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

"Costs" or "Costs of the Project" means those costs described in Section 1.02C hereof to be a part of the cost of acquisition and construction of the Project as described in Section 1.02B hereof.

"DEP" means the West Virginia Department of Environmental Protection, or any other agency, board or department of the State that succeeds to the functions of the DEP.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns, which shall be a member of FDIC.

"FDIC" means the Federal Deposit Insurance Corporation and any successor to the functions of the FDIC.

"Fiscal Year" means each 12-month period beginning on July 1 and ending on the succeeding June 30.

"Governing Body" means the Council of the Issuer, as it may now or hereafter be constituted.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

"Herein," "hereto" and similar words shall refer to this entire Bond Legislation.

"Independent Certified Public Accountants" means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System or for any other purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Issuer" means the City of Charles Town, a municipal corporation and political subdivision of the State of West Virginia, in Jefferson County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2024 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2024 A Bonds Reserve Account.

"Net Revenues" means the balance of the Gross Revenues, remaining after deduction of Operating Expenses, as hereinafter defined.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the Costs, the SRF Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the Costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Outstanding" when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered, except (i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

"Paying Agent" means the Commission or other entity or authority designated as a Paying Agent by the Issuer in the Supplemental Resolution, with the written consent of the Authority.

"Prior Bonds" means, collectively, the Series 1987 B Bonds, Series 1988 B-1 Bonds, Series 1988 B-2 Bonds, Series 1989 B Bonds, Series 2002 A Bonds, Series 2002 B Bonds, Series 2010 A Bonds, Series 2010 B Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2011 A Bonds, Series 2013 A Bonds, Series 2014 A Bonds, Series 2016 A Bonds, Series 2016 B Bonds, Series 2018 A-1 Bonds, Series 2018 A-3 Bonds, Series 2018 A-4 Bonds, Series 2018 A-5 Bonds, Series 2018 A-6 Bonds, Series 2018 A-7 Bonds, Series 2018 B Bonds, Series 2020 A Bonds, Series 2022 A Bonds, Series 2022 B Bonds and Series 2022 C Bonds.

"Prior Ordinances" means the ordinances authorizing the Prior Bonds.

"Project" means the Project as described in Section 1.02B hereof.

"Qualified Investments" means and includes any investment permitted to be made by a municipality, public service district or public corporation of the State pursuant to State Law, specifically including but not limited to Chapter 8, Article 13, Section 22 of the Code of West Virginia and the West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia.

"Recorder" means the Recorder of the Issuer.

"Registered Owner", "Bondholder," "Holder" or any similar term means whenever used herein with respect to an Outstanding Bond or Bonds, the person in whose name such Bond is registered.

"Registrar" means the Bond Registrar.

"Regulations" means temporary and permanent regulations promulgated under the Code, or any predecessor thereto.

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by Prior Ordinances and continued hereby.

"Reserve Accounts" means, collectively, the reserve account established by Section 5.02 hereof for the Series 2024 A Bonds, the Series 2024 B Bonds and the reserve accounts established for the Prior Bonds pursuant to the Prior Ordinances.

"Reserve Requirement" means collectively, the respective amounts required to be on deposit in any Reserve Account pursuant to this Ordinance and the Prior Ordinances.

"Revenue Fund" means the Revenue Fund established by Prior Ordinances and continued hereby.

"Series 1987 B Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, dated November 18, 1987, issued in the original aggregate principal amount of $413,629.

"Series 1988 B-1 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1988 B-1, dated May 4, 1988, issued in the original aggregate principal amount of $295,916.

"Series 1988 B-2 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1988 B-2, dated May 20, 1988, issued in the original aggregate principal amount of $558,000.

"Series 1989 B Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B, dated April 13, 1989, issued in the original aggregate principal amount of $117,480.

"Series 2002 A Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (West Virginia Water Development Authority), dated August 22, 2002, issued in the original aggregate principal amount of $1,100,000.

"Series 2002 B Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 B (West Virginia Infrastructure Fund), dated August 22, 2002, issued in the original aggregate principal amount of $3,600,000.

"Series 2010 A Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2010 A (West Virginia DWTRF Program), dated January 13, 2010, issued in the original aggregate principal amount of $912,458.

"Series 2010 B Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2010 B (West Virginia DWTRF Program/ARRA), dated January 13, 2010, issued in the original aggregate principal amount of $100,000.

"Series 2010 C Bonds" means the Issuer's Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2010 C (West Virginia SRF Program), dated December 2, 2010, issued in the original aggregate principal amount of $1,250,000.

"Series 2010 D Bonds" means the Issuer's Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2010 D (West Virginia SRF Program), dated December 2, 2010, issued in the original aggregate principal amount of $500,000.

"Series 2011 A Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2011 A (West Virginia SRF Program), dated July 22, 2011, issued in the original aggregate principal amount of $13,147,192.

"Series 2013 A Bonds" means the Issuer's Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated June 27, 2013, issued in the original aggregate principal amount of $591,977.

"Series 2014 A Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2014 A (West Virginia SRF Program), dated June 18, 2014, issued in the original aggregate principal amount of $4,058,900.

"Series 2016 A Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2016 A (Tax-Exempt), dated March 17, 2016, issued in the original aggregate principal amount of $7,695,000.

"Series 2016 B Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2016 B (Tax-Exempt), dated August 18, 2016, issued in the original aggregate principal amount of $3,895,000.

"Series 2018 A-1 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-1 (West Virginia Water Development Authority), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 1988 B (West Virginia Water Development Authority) dated May 5, 1998, issued in the original aggregate principal amount of $425,767.

"Series 2018 A-3 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-3 (West Virginia Infrastructure Fund), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 1998 C (West Virginia Infrastructure Fund) dated June 25, 1998, issued in the original aggregate principal amount of $662,039.

"Series 2018 A-4 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-4 (West Virginia SRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 1999 A (West Virginia SRF Program) dated December 8, 1999, issued in the original aggregate principal amount of $378,363.

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"Series 2018 A-5 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-5 (West Virginia SRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program) dated June 22, 2000, issued in the original aggregate principal amount of $1,154,889.

"Series 2018 A-6 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-6 (West Virginia SRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 2008 A (West Virginia SRF Program) dated June 18, 2008, issued in the original aggregate principal amount of

$2,005,000.

"Series 2018 A-7 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-7 (West Virginia DWTRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, 2014 A (West Virginia DWTRF Program) dated April 17, 2014, issued in the original aggregate principal amount of $985,000.

"Series 2018 B Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 B (Bank Qualified), dated December 27, 2018, issued in the original aggregate principal amount of $3,065,000.

"Series 2020 A Bonds" means the Issuer's Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2020 A (Bank Qualified), dated July 14, 2020, issued in the original aggregate principal amount of $4,575,000.

"Series 2022 A Bonds" means the Issuer's Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2022 A (Bank Qualified), dated February 2, 2022, issued in the original aggregate principal amount of $4,380,000.

"Series 2022 B Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (Bank Qualified), dated September 7, 2022, issued in the original aggregate principal amount of $5,620,000.

"Series 2022 C Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 C (Taxable), dated September 7, 2022, issued in the original aggregate principal amount of $1,815,000.

"Series 2024 Bonds" means the Series 2024 A Bonds, the Series 2024 B Bonds and the Series 2024 C Bonds.

"Series 2024 A Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A (West Virginia SRF Program), of the Issuer, authorized by this Bond Legislation.

"Series 2024 A Bonds Reserve Account" means the Series 2024 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2024 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2024 A Bonds in the then current or any succeeding year.

"Series 2024 A Bonds Sinking Fund" means the Series 2024 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2024 B Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 B (West Virginia SRF Program), of the Issuer, authorized by this Bond Legislation.

"Series 2024 B Bonds Reserve Account" means the Series 2024 B Bonds Reserve Account established by Section 5.02 hereof.

"Series 2024 B Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2024 B Bonds in the then current or any succeeding year.

"Series 2024 B Bonds Sinking Fund" means the Series 2024 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2024 C Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 C (West Virginia SRF Program/Forgivable), of the Issuer, authorized by this Bond Legislation.

"Series 2024 Bonds Construction Trust Fund" means the Series 2024 Bonds Construction Trust Fund established by Section 5.01 hereof.

"Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds, the Series 2024 A Bonds and the Series 2024 B Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid pursuant to the Bond Purchase Agreement.

"SRF Program" means the State's Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

"SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2024 Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2024 Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Gross Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds or any other obligation of the Issuer, including, without limitation, the Renewal and Replacement Fund, the Cash Working Capital Reserve, the Sinking Funds and the Reserve Accounts.

"System" means, collectively, the complete existing public combined waterworks and sewerage system of the Issuer, and shall include the Project, any additions, betterments and improvements thereto hereafter acquired or constructed for said waterworks system from any sources whatsoever, both within and without the Issuer.

"Tap Fees" means the fees, if any, paid by prospective customers of the System in order to connect thereto.

Additional terms and phrases are defined in this Ordinance as they are used. Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost not to exceed $7,712,310 in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2024 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received or will receive bids and will enter into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the DEP.

The Cost of the Project is estimated not to exceed $7,665,560, of which $2,844,984 will be obtained from the proceeds of the Series 2024 A Bonds, $216,016 will be obtained from the proceeds of the Series 2024 B Bonds, $500,000 will be obtained from the proceeds of the Series 2024 C Bonds, $3,027,560 will be obtained from Capacity Improvement Fees collected for the System, and $1,077,000 will be obtained from the Authority in the form of grant from the Economic Enhancement Grant Fund.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF BOND PURCHASE AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of paying the Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2024 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 2024 Bonds of the Issuer. The Series 2024 Bonds shall be issued in two series, each as a single bond, designated respectively as "Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A (West Virginia SRF Program)", in the principal amount of $2,844,984, "Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 B (West Virginia SRF Program)", in the principal amount of $216,016, and "Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 C (West Virginia SRF Program/Forgivable)," in the principal amount of $500,000; and all shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2024 Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2024 Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. A. The Series 2024 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Bond Purchase Agreement. The Series 2024 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2024 A Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2024 A Bonds shall initially be issued in the form of a single bond, fully registered and delivered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2024 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall be dated and shall bear interest as specified in a Supplemental Resolution.

B. The Series 2024 C Bonds shall be issued in such principal amount and shall not bear interest. The principal amounts advanced under the Series 2024 C Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2024 C Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

Unless otherwise provided by the Supplemental Resolution, the Series 2024 C Bonds shall initially be issued as one series, fully registered and delivered to the Authority, with a record of advances attached, representing the aggregate principal amount of the Series 2024 C Bonds. The Series 2024 C Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall bear interest, if any, and shall be dated as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2024 Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2024 Bonds shall cease to be such officer of the Issuer before the Series 2024 Bonds so signed and

sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2024 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of the authorization of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2024 Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2024 Bonds shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2024 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2024 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide Holder for value.

So long as the Series 2024 Bonds remain Outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Series 2024 Bonds.

The registered Series 2024 Bonds shall be transferable only upon the books of the Bond Registrar, by the Registered Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his duly authorized attorney.

In all cases in which the privilege of exchanging or transferring the registered Series 2024 Bonds are exercised, all Series 2024 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2024 Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2024 Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 2024 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2024 Bonds or, in the case of any proposed redemption of Series 2024 Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2024 Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2024 Bonds shall not, in any event, be or constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but such Series 2024 A Bonds shall be payable solely from the Gross Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 2024 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2024 Bonds or the interest, if any, thereon.

Section 3.08. Series 2024 A Bonds Secured by Pledge of Gross Revenues. A. The payment of the debt service on the Series 2024 A Bonds shall be secured forthwith equally and ratably by a first lien on the Gross Revenues derived from the operation of the System on a parity with the Prior Bonds. Such Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2024 A Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as the same become due.

B. The principal amounts of the Series 2024 C Bonds advanced will be deemed forgiven on the 30th day of June of the Fiscal Year in which advanced. The Series 2024 C Bonds shall be deemed no longer Outstanding after the last advance is forgiven. The Series 2024 C Bonds are not secured by the Gross Revenues or Net Revenues of the System.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2024 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2024 Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2024 Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2024 Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. An executed copy of the Bond Purchase Agreement; and

E. The unqualified approving opinions of bond counsel on the Series 2024 Bonds.

Section 3.10. Form of Bonds. The text of the Series 2024 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Remainder of Page Intentionally Blank]

(FORM OF SERIES 2024 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF CHARLES TOWN
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: The ____ day of _____, 2024, that the CITY OF CHARLES TOWN, a municipal corporation and political subdivision of the State of West Virginia in Jefferson County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20____, to and including _____ 1, 20____ as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of _____% (as defined in the hereinafter described Bond Legislation) on this Bond shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____, 20___, as set forth on EXHIBIT B attached hereto.

This Bond shall bear interest at the rate of _____%. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this bond is payable by check or draft of the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of United Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the next month preceding an interest payment date, or such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement (the "Bond Purchase Agreement") by and among the Issuer, the Authority and the DEP, dated _____, 2024.

This Bond is issued (i) to pay the costs of acquisition and construction of certain additions, betterments and improvements to the sewerage portion of the existing public combined

waterworks and sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds (the "Bonds") and related costs. The existing public waterworks and sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System". This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2024, and a Supplemental Resolution duly adopted by the Issuer on _____, 2024 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT WITH THE ISSUER'S:

1. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 B, DATED NOVEMBER 18, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $413,629 (THE "SERIES 1987 B BONDS");

2. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1988 B-1, DATED MAY 4, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $295,916 (THE "SERIES 1988 B-1 BONDS");

3. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1988 B-2, DATED MAY 20, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $558,000 (THE "SERIES 1988 B-2 BONDS");

4. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 B, DATED APRIL 13, 1989, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $117,480 (THE "SERIES 1989 B BONDS");

5. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED AUGUST 22, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,100,000 (THE "SERIES 2002 A BONDS");

6. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 22, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,600,000 (THE "SERIES 2002 B BONDS");

7. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA DWTRF PROGRAM), DATED JANUARY 13, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $912,458 (THE "SERIES 2010 A BONDS");

8. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED JANUARY 13, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2010 B BONDS");

9. COMBINED WATERWORKS AND SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 2010 C (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 2, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,250,000 (THE "SERIES 2010 C BONDS");

10. COMBINED WATERWORKS AND SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 2010 D (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 2, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $500,000 (THE "SERIES 2010 D BONDS");

11. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA SRF PROGRAM), DATED JULY 22, 2011, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $13,147,192 (THE "SERIES 2011 A BONDS");

12. COMBINED WATERWORKS AND SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA SRF PROGRAM), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $591,977 (THE "SERIES 2013 A BONDS");

13. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2014 A (WEST VIRGINIA SRF PROGRAM), DATED JUNE 18, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,058,900 (THE “SERIES 2014 A BONDS”);

14. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016 A (TAX-EXEMPT), DATED MARCH 17, 2016, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $7,695,000 (THE “SERIES 2016 A BONDS”);

15. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016 B (TAX-EXEMPT), DATED AUGUST 18, 2016, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,895,000 (THE “SERIES 2016 B BONDS”);

16. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-1 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON

COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 1988 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY) DATED MAY 5, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $425,767;

17. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-3 (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 1998 C (WEST VIRGINIA INFRASTRUCTURE FUND) DATED JUNE 25, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $662,039;

18. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-4 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 1999 A (WEST VIRGINIA SRF PROGRAM) DATED DECEMBER 8, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $378,363;

19. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-5 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM) DATED JUNE 22, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,154,889;

20. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-6 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 2008 A (WEST VIRGINIA SRF PROGRAM) DATED JUNE 18, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,005,000;

21. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-7 (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, 2014 A (WEST VIRGINIA DWTRF PROGRAM) DATED APRIL 17, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $985,000;

22. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2018 B (BANK QUALIFIED), DATED DECEMBER 27, 2018, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,065,000 (THE "SERIES 2018 B BONDS");

23. COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2020 A (BANK QUALIFIED), DATED JULY 14,

2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,575,000 (THE "SERIES 2020 A BONDS");

24. COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2022 A (BANK QUALIFIED), DATED FEBRUARY 2, 2022, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,380,000 (THE "SERIES 2022 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS");

25. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 B (BANK QUALIFIED), DATED SEPTEMBER 7, 2022, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,620,000 (THE "SERIES 2022 B BONDS");

26. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 C (TAXABLE), DATED SETPEMBER 7, 2022, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,815,000 (THE "SERIES 2022 C BONDS"); AND

27. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 B (WEST VIRGINIA SRF PROGRAM), ISSUED CONTEMPORANEOUSLY HEREWITH IN THE TANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $216,016 (THE "SERIES 2024 B BONDS").

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System on a parity with the Prior Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2024 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2024 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, the Prior Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that so long as there exists in the Series 2024 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with or junior and subordinate, to the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefore, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to

the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar (as defined in the Bond Legislation), by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Gross Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal and interest, if any, on of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the CITY OF CHARLES TOWN has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Mayor

ATTEST:

_____
Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2024 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2024.

UNITED BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(21)	$	
(2)	$		(22)	$	
(3)	$		(23)	$	
(4)	$		(24)	$	
(5)	$		(25)	$	
(6)	$		(26)	$	
(7)	$		(27)	$	
(8)	$		(28)	$	
(9)	$		(29)	$	
(10)	$		(30)	$	
(11)	$		(31)	$	
(12)	$		(32)	$	
(13)	$		(33)	$	
(14)	$		(34)	$	
(15)	$		(35)	$	
(16)	$		(36)	$	
(17)	$		(37)	$	
(18)	$		(38)	$	
(19)	$		(39)	$	
(20)	$		(40)	$	

TOTAL $

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20____.

_____

In the presence of:

_____

[(FORM OF SERIES 2024 B BOND]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF CHARLES TOWN
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: The ____ day of _____, 2024, that the CITY OF CHARLES TOWN, a municipal corporation and political subdivision of the State of West Virginia in Jefferson County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20____, to and including _____ 1, 20____ as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of _____% (as defined in the hereinafter described Bond Legislation) on this Bond shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____, 20___, as set forth on EXHIBIT B attached hereto.

This Bond shall bear interest at the rate of _____%. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this bond is payable by check or draft of the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of United Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the next month preceding an interest payment date, or such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement (the "Bond Purchase Agreement") by and among the Issuer, the Authority and the DEP, dated _____, 2024.

This Bond is issued (i) to pay the costs of acquisition and construction of certain additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds (the "Bonds") and related costs. The existing public waterworks and sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein

called the "System". This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2024, and a Supplemental Resolution duly adopted by the Issuer on _____, 2024 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT WITH THE ISSUER'S:

28. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 B, DATED NOVEMBER 18, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $413,629 (THE "SERIES 1987 B BONDS");

29. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1988 B-1, DATED MAY 4, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $295,916 (THE "SERIES 1988 B-1 BONDS");

30. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1988 B-2, DATED MAY 20, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $558,000 (THE "SERIES 1988 B-2 BONDS");

31. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 B, DATED APRIL 13, 1989, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $117,480 (THE "SERIES 1989 B BONDS");

32. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED AUGUST 22, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,100,000 (THE "SERIES 2002 A BONDS");

33. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 22, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,600,000 (THE "SERIES 2002 B BONDS");

34. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA DWTRF PROGRAM), DATED JANUARY 13, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $912,458 (THE "SERIES 2010 A BONDS");

35. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED JANUARY 13, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2010 B BONDS");

36. COMBINED WATERWORKS AND SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 2010 C (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 2, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,250,000 (THE "SERIES 2010 C BONDS");

37. COMBINED WATERWORKS AND SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 2010 D (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 2, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $500,000 (THE "SERIES 2010 D BONDS");

38. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA SRF PROGRAM), DATED JULY 22, 2011, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $13,147,192 (THE "SERIES 2011 A BONDS");

39. COMBINED WATERWORKS AND SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA SRF PROGRAM), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $591,977 (THE "SERIES 2013 A BONDS");

40. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2014 A (WEST VIRGINIA SRF PROGRAM), DATED JUNE 18, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,058,900 (THE “SERIES 2014 A BONDS”);

41. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016 A (TAX-EXEMPT), DATED MARCH 17, 2016, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $7,695,000 (THE “SERIES 2016 A BONDS”);

42. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016 B (TAX-EXEMPT), DATED AUGUST 18, 2016, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,895,000 (THE “SERIES 2016 B BONDS”);

43. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-1 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 1988 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY) DATED MAY 5, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $425,767;

44. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-3 (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 1998 C (WEST VIRGINIA INFRASTRUCTURE FUND) DATED JUNE 25, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $662,039;

45. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-4 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 1999 A (WEST VIRGINIA SRF PROGRAM) DATED DECEMBER 8, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $378,363;

46. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-5 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM) DATED JUNE 22, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,154,889;

47. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-6 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, SERIES 2008 A (WEST VIRGINIA SRF PROGRAM) DATED JUNE 18, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,005,000;

48. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018 A-7 (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 27, 2018, REPLACING THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT SEWER REVENUE BONDS, 2014 A (WEST VIRGINIA DWTRF PROGRAM) DATED APRIL 17, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $985,000;

49. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2018 B (BANK QUALIFIED), DATED DECEMBER 27, 2018, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,065,000 (THE "SERIES 2018 B BONDS");

50. COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2020 A (BANK QUALIFIED), DATED JULY 14, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,575,000 (THE "SERIES 2020 A BONDS");

51. COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2022 A (BANK QUALIFIED), DATED FEBRUARY 2, 2022, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,380,000 (THE “SERIES 2022 A BONDS”) (COLLECTIVELY, THE "PRIOR BONDS");

52. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 B (BANK QUALIFIED), DATED SEPTEMBER 7, 2022, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,620,000 (THE “SERIES 2022 B BONDS”);

53. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 C (TAXABLE), DATED SETPEMBER 7, 2022, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,815,000 (THE “SERIES 2022 C BONDS”); AND

54. COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 A (WEST VIRGINIA SRF PROGRAM), ISSUED CONTEMPORANEOUSLY HEREWITH IN THE TANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,844,984 (THE “SERIES 2024 A BONDS”).

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System on a parity with the Prior Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the “Series 2024 A Bonds Reserve Account”), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2024 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, the Prior Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that so long as there exists in the Series 2024 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with or junior and subordinate, to the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefore, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar (as defined in the Bond Legislation), by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Gross Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal and interest, if any, on of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the CITY OF CHARLES TOWN has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Mayor

ATTEST:

_____
Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2024 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2024.

UNITED BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(41)	$		(61)	$	
(42)	$		(62)	$	
(43)	$		(63)	$	
(44)	$		(64)	$	
(45)	$		(65)	$	
(46)	$		(66)	$	
(47)	$		(67)	$	
(48)	$		(68)	$	
(49)	$		(69)	$	
(50)	$		(70)	$	
(51)	$		(71)	$	
(52)	$		(72)	$	
(53)	$		(73)	$	
(54)	$		(74)	$	
(55)	$		(75)	$	
(56)	$		(76)	$	
(57)	$		(77)	$	
(58)	$		(78)	$	
(59)	$		(79)	$	
(60)	$		(80)	$	

TOTAL $

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20____.

_____

In the presence of:

_____

(FORM OF SERIES 2024 C BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF CHARLES TOWN
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 C
(WEST VIRGINIA SRF PROGRAM/FORGIVABLE)

No. BR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: The ____ day of _____, 2024, that the CITY OF CHARLES TOWN, a municipal corporation and political subdivision of the State of West Virginia in Jefferson County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ _____DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously forgiven, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The Series 2024 C Bonds are not subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. The principal amounts advanced under the Series 2024 C Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2024 C Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement (the "Bond Purchase Agreement") by and among the Issuer, the Authority and the DEP, dated _____, 2024.

This Bond is issued (i) to pay the costs of acquisition and construction of certain additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds (the "Bonds") and related costs. The existing public waterworks and sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System". This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2024, and a Supplemental Resolution duly adopted by the Issuer on _____, 2024 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds

under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS FORGIVABLE AND HAS NO LIEN ON THE GROSS REVENUES OR NET REVENUES OF THE SYSTEM.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar (as defined in the Bond Legislation) by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Costs of the Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the CITY OF CHARLES TOWN has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Mayor

ATTEST:

_____
Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2024 C Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2024.

UNITED BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $		(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20___.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Bond Purchase Agreement. The Series 2024 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Bond Purchase Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Bond Purchase Agreement, and the Recorder is directed to affix the seal of the Issuer, attest the same and deliver the Bond Purchase Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. "Amended Schedule" Filing. Within 60 days following the Completion Date of the Project, the Issuer will file with the Authority and the DEP a schedule setting forth the actual Costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created with (or continued if previously established by Prior Ordinances) and shall be held by the Depository Bank, separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

(1) Revenue Fund (established by Prior Ordinances);

(2) Renewal and Replacement Fund (established by Prior Ordinances);

(3) Cash Working Capital Reserve; and

(4) Series 2024 Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with (or continued if previously established by Prior Ordinances) and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

1. (1) Series 1987 B Bonds Sinking Fund (established by Prior Ordinances);

2. Series 1987 B Bonds Reserve Account (established by Prior Ordinances);

3. Series 1988 B-1 Bonds Sinking Fund (established by Prior Ordinances);

4. Series 1988 B-1 Bonds Reserve Account (established by Prior Ordinances);

5. Series 1988 B-2 Bonds Sinking Fund (established by Prior Ordinances);

6. Series 1988 B-2 Bonds Reserve Account (established by Prior Ordinances);

7. Series 1989 B Bonds Sinking Fund (established by Prior Ordinances);

8. Series 1989 B Bonds Reserve Account (established by Prior Ordinances);

9. Series 2002 A Bonds Sinking Fund (established by Prior Ordinances);

10. Series 2002 A Bonds Reserve Account (established by Prior Ordinances);

11. Series 2002 B Bonds Sinking Fund (established by Prior Ordinances);

12. Series 2002 B Bonds Reserve Account (established by Prior Ordinances);

13. Series 2010 A Bonds Sinking Fund (established by Prior Ordinances);

14. Series 2010 A Bonds Reserve Account (established by Prior Ordinances);

15. Series 2010 B Bonds Sinking Fund (established by Prior Ordinances);

16. Series 2010 B Bonds Reserve Account (established by Prior Ordinances);

17. Series 2010 C Bonds Sinking Fund (established by Prior Ordinances);

18. Series 2010 C Bonds Reserve Account (established by Prior Ordinances);

19. Series 2010 D Bonds Sinking Fund (established by Prior Ordinances);

20. Series 2010 D Bonds Reserve Account (established by Prior Ordinances);

21. Series 2011 A Bonds Sinking Fund (established by Prior Ordinances);

22. Series 2011 A Bonds Reserve Account (established by Prior Ordinances);

23. Series 2013 A Bonds Sinking Fund (established by Prior Ordinances);

24. Series 2013 A Bonds Reserve Account (established by Prior Ordinances);

25. Series 2014 A Bonds Sinking Fund (established by Prior Ordinances);

26. Series 2014 A Bonds Reserve Account (established by Prior Ordinances);

27. Series 2016 A Bonds Sinking Fund (established by Prior Ordinances);

28. Series 2016 A Bonds Reserve Account (established by Prior Ordinances);

29. Series 2016 B Bonds Sinking Fund (established by Prior Ordinances);

30. Series 2016 B Bonds Reserve Account (established by Prior Ordinances);

31. Series 2018 A-2 Bonds Sinking Fund (established by Prior Ordinances);

32. Series 2018 A-2 Bonds Reserve Account (established by Prior Ordinances);

33. Series 2018 A-3 Bonds Sinking Fund (established by Prior Ordinances);

34. Series 2018 A-3 Bonds Reserve Account (established by Prior Ordinances);

35. Series 2018 A-4 Bonds Sinking Fund (established by Prior Ordinances);

36. Series 2018 A-4 Bonds Reserve Account (established by Prior Ordinances);

37. Series 2018 A-5 Bonds Sinking Fund (established by Prior Ordinances);

38. Series 2018 A-5 Bonds Reserve Account (established by Prior Ordinances);

39. Series 2018 A-6 Bonds Sinking Fund (established by Prior Ordinances);

40. Series 2018 A-6 Bonds Reserve Account (established by Prior Ordinances);

41. Series 2018 A-7 Bonds Sinking Fund (established by Prior Ordinances);

42. Series 2018 A-7 Bonds Reserve Account (established by Prior Ordinances);

43. Series 2018 B Bonds Sinking Fund (established by Prior Ordinances);

44. Series 2018 B Bonds Reserve Account (established by Prior Ordinances);

45. Series 2020 A Bonds Sinking Fund (established by Prior Ordinances);

46. Series 2020 A Bonds Reserve Account (established by Prior Ordinances);

47. Series 2022 A Bonds Sinking Fund (established by Prior Ordinances);

48. Series 2022 A Bonds Reserve Account (established by Prior Ordinances);

49. Series 2022 B Bonds Sinking Fund (established by Prior Ordinances);

50. Series 2022 B Bonds Reserve Account(established by Prior Ordinances) ;

51. Series 2022 C Bonds Sinking Fund (established by Prior Ordinances);

52. Series 2022 C Bonds Reserve Account (established by Prior Ordinances);

53. Series 2024 A Bonds Sinking Fund;

54. Series 2024 A Bonds Reserve Account;

55. Series 2024 B Bonds Sinking Fund; and

56. Series 2024 B Bonds Reserve Account.

The Series 2024 C Bonds are forgivable; therefore, no accounts are established for the Series 2024 C Bonds at the Commission.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Bond Legislation. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following manner order of priority:

(1) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Commission (i) the amount required by the Prior Ordinances for the payment of interest on the Series 2021 A Bonds and Series 2022 A Bonds; and (ii) commencing 4 months prior to the first date of payment of interest on the Series 2024 A Bonds, for which interest has not been capitalized or as required in the Bond Purchase Agreement, for deposit in the Series 2024 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2024 A Bonds on the next ensuing quarterly interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2024 A Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(2) The Issuer shall next, each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) the amount required by the Prior Ordinances for payment of principal of the Prior Bonds; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2024 A Bonds, for deposit in the Series 2024 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and come due on the Series 2024 A Bonds on the next ensuing quarterly

principal payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2024 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payment shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i), the amount required by the Prior Ordinances to be deposited in the respective reserve accounts for the Prior Bonds; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2024 A Bonds, if not fully funded upon issuance of the Series 2024 A Bonds, for deposit in the Series 2024 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2024 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2024 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2024 A Bonds Reserve Requirement.

(4) The Issuer shall next, each month, pay from the monies in the Revenue Fund all current Operating Expenses of the System.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank (as required in the Prior Ordinances and not in addition thereto), for deposit in the Renewal and Replacement Fund, a sum equal to 2.5% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such accounts have not, as of the date of determination of a deficiency, funded such accounts to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund the amount required, if any, to fund or maintain the Cash Working Capital Reserve at the required level. All funds in the Cash Working Capital Reserve shall be kept separate and apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Cash Working Capital Reserve for

such purposes as permitted by the laws and regulations of the State in effect at such time.

All investment earnings on monies in the Series 2024 A Bonds Sinking Fund and the Series 2024 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2024 Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2024 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2024 A Bonds Reserve Account which result in a reduction in the balance of the Series 2024 A Bonds Reserve Account to below the Series 2024 A Bonds Reserve Requirement shall be subsequently restored from the first Gross Revenues available after all required payments have been made in full in the priority as set forth above.

As and when additional Bonds ranking on a parity with the Series 2024 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2024 A Bonds Sinking Fund or into the Series 2024 A Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2024 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2024 A Bonds Sinking Fund and the Series 2024 A Bonds Reserve Account created hereunder, and all required amounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein.

Monies in the Series 2024 A Bonds Sinking Fund and the Series 2024 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2024 A Bonds Sinking Fund and the Series 2024 A Bonds Reserve Account, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2024 A Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall, on the first day of each month (if the first day is not a business day, then the first business day of each month), deposit with the Commission the required interest, if any, principal and reserve account payments with respect to the Series 2024 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. The Issuer shall, on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission, the SRF Administrative Fee as set forth in the Schedule Y attached to the Bond Purchase Agreement for the Series 2024 A Bonds.

C. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by the Act, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

D. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

E. The monies in excess of the maximum amounts insured by FDIC in all funds and accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

F. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Gross Revenues shall be applied to such deficiencies on a parity and pro rata with respect to the Series 2024 A Bonds and the Prior Bonds all in accordance with the respective principal amounts Outstanding before being applied to any other payments hereunder.

G. All remittances made by the Issuer to the Commission and the Depository Bank shall clearly identify the fund or account into which each amount is to be deposited.

H. The Gross Revenues of the System shall only be used for purposes of the System.

I. All Tap Fees shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2024 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2024 A Bonds, there shall first be deposited with the Commission in the Series 2024 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. Next, from the proceeds of the Series 2024 A Bonds, there shall be deposited with the Commission in the Series 2024 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2024 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2024 A Bonds, such monies shall be deposited with the Depository Bank in the 2024 Bonds Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 hereof, and until expended, are hereby pledged as additional security for the Series 2024 A Bonds.

D. As the Issuer receives advances of monies derived from the sale of the Series 2024 C Bonds, such monies shall be deposited with the Depository Bank in the 2024 Bonds Construction Trust Fund and applied solely to payment of the Costs of the Project in the manner set forth in Section 6.02 hereof, and until expended, are hereby pledged as additional security for the Series 2024 C Bonds.

E. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2024 Bonds shall be expended as approved by the DEP.

Section 6.02. Disbursements From the Series 2024 Bonds Construction Trust Fund On or before the Closing Date, the Issuer shall have delivered to the Authority and the DEP a report listing the specific purposes for which the proceeds of the Series 2024 Bonds will be expended and the disbursement procedures of such proceeds, including an estimated monthly draw schedule. Payments for Costs of the Project shall be made monthly. Invoices for which repayment from the Series 2024 Bonds Construction Trust Fund will be sought must first be approved by the Issuer.

Except as provided in Section 6.01 hereof, disbursements from the Series 2024 Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Authority and the DEP of a completed and signed "Payment Requisition Form," a form of which is attached to the Bond Purchase Agreement, in compliance with the construction schedule.

Pending such application, monies in the Series 2024 Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the

Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2024 Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2024 Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2024 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2024 Bonds shall not be nor constitute a corporate indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Series 2024 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2024 Bonds or the interest, if any, thereon.

Section 7.03. Series 2024 A Bonds Secured by Pledge of Gross Revenues. The payment of the debt service of the Series 2024 A Bonds shall be secured forthwith equally and ratably by a first lien on the Gross Revenues derived from the System on a parity with the Prior Bonds. The Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2024 A Bonds and the Prior Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Bond Purchase Agreement and the Issuer shall provide a certificate of a Certified Public Accountant to such effect. The initial schedule of rates and charges for the services of the facilities of the System shall be as set forth in the water rate ordinance duly enacted on January 2, 2024, and the sewer rate ordinance enacted on January 2, 2024, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2024 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Bond Purchase Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2024 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are Outstanding, the Issuer shall not sell, lease, mortgage or in any manner dispose of or encumber the System, or any part thereof, except as provided in the Prior Ordinances and with the written consent of the Authority.

So long as the Series 2024 Bonds are Outstanding and except as otherwise required by law or with the written consent of the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2024 Bonds, immediately be remitted to the Commission for deposit in the Series 2024 A Bonds Sinking Fund, and, with the written permission of the Authority or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2024 A Bonds in accordance with Article X hereof. Any balance remaining after the payment of the Bonds and the interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $500,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $500,000 but not in excess of $4,000,000, the Issuer shall first, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund for the repayment of the Bonds. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into such funds by other provisions of this Bond Legislation.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $4.000,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2024 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2024 Bonds and

payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2024 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts established by this Bond Legislation have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2024 A Bonds, and the interest, if any, thereon, upon any of the income and revenues of the System pledged for payment of the Series 2024 A Bonds and the interest, if any, thereon in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority and the DEP prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants for the Project, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as the Prior Bonds are Outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no additional Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2024 Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority under the conditions and in the manner herein provided (unless less restrictive than the provisions of the Prior Ordinances).

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2024 Bonds.

No such additional Parity Bonds shall be issued except for the purpose of financing the costs of design, acquisition or construction of additions, extensions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant hereto, or to pay claims which may exist against the revenues or facilities of the System or all of such purposes.

So long as the Series 2024 A Bonds or Prior Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Recorder a written statement by the Independent Certified Public Accountants reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months within the 18 months immediately preceding the date of the actual issuance of such additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

(2) Any additional Parity Bonds theretofore issued pursuant to the provisions contained in the Prior Ordinances and this Bond Legislation then Outstanding; and

(3) The additional Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Recorder prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Gross Revenues of the System and their source of and security for payment from said Gross Revenues, without preference of any Bond of one series over any other Bond of the same series. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior lien of the Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from the revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Bonds.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation with respect to the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of the Parity Bonds, and the Issuer then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority and the DEP or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the DEP such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Authority and the DEP or their agents and representatives, to inspect all records pertaining to the operation and maintenance the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Governing Body. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Governing Body shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the Authority and the DEP, or any other original purchaser of the Series 2024 Bonds, and shall mail in each year to any Holder or Holders of the Series 2024 Bonds, requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations Outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (to the extent legally required in compliance with 2 CFR 200 Subpart F, or any successor thereto), and shall mail upon request, and make

available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2024 Bonds and shall submit said report to the Authority and the DEP, or any other original purchaser of the Series 2024 Bonds. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Bond Purchase Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Bond Purchase Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in the Bond Purchase Agreement for the Series 2024 Bonds or any Exhibit thereto or as promulgated from time to time.

The Issuer shall permit the Authority and the DEP, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction and commencement of operation of the Project, the Issuer shall provide the Authority and the DEP, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the DEP with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2024 Bonds, equitable rates or charges for the use of and service rendered by the System have been established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Recorder, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System to meet the coverage requirements set forth in the Prior Ordinances so long as the Prior Bonds are Outstanding and thereafter, (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2024 A Bonds, the Prior Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2024 A Bonds, including the Prior Bonds provided, that in the event the amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2024 A Bonds Reserve Account and any Reserve Accounts for obligations on a parity with the Series 2024 A Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for

payment of principal of and interest, if any, on the Series 2024 A Bonds, the Prior Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2024 A Bonds. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04 hereof.

The Issuer hereby covenants to commence enactment of such ordinance or ordinances as shall be required to increase the rates and charges for the services and facilities of the System within 30 days following a determination of the Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the DEP and the Authority within 30 days of adoption thereof. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance within 30 days of adoption to the Authority and the DEP and to any Holder of the Bonds, who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the DEP, the Authority and to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Bond Purchase Agreement, and forward a copy of such report to the DEP and the Authority by the 20th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Bond Purchase Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the DEP is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority and the DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority and the DEP and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall require the Consulting Engineers to submit Record Drawings, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the

DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the Bond Purchase Agreement as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed. The Issuer shall at all times provide operation and maintenance of the System in compliance with all state and federal standards.

The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the Bond Purchase Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

The Issuer shall serve the additional customers at the location(s) as set forth in Certificate of Engineer. The Issuer shall not reduce the amount of additional customers served by the project without the prior written approval of the Board of the Authority. Following completion of the Project the Issuer shall certify to the Authority the number of customers added to the System.

Section 7.12. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 7.13. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System, and any services and facilities of the water system, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the water facilities are not owned by the Issuer, the Issuer shall enter into a termination agreement with the water provider of such water, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 7.14. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 2024 Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. In the event of any damage to or destruction of any portion of the System, the proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Bond Purchase Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than $500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

(3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor

contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(4) FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

(5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer or the Governing Body having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

B. The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract. The Issuer shall verify such bonds prior to commencement of construction.

The Issuer shall also require all contractors engaged in the construction of the Project to carry such workers' compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided, that the amounts and terms of such coverage are satisfactory to the Authority and the DEP and the Issuer shall verify such insurance prior to commencement of construction. In the event the Bond Purchase Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Mandatory Connections. The mandatory use of the sewerage portion of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 20-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 7.17. Completion and Operation of Project; Permits and Orders. The Issuer shall complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project, all orders and approvals required by State law necessary for the acquisition and construction of the Project and the operation of the System and has obtained all approvals for the issuance of the Series 2024 Bonds required by State law, with all appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect.

Section 7.18. Compliance with Bond Purchase Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Bond Purchase Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer shall provide the DEP with copies of all documents submitted to the Authority.

The Issuer shall also comply with all applicable laws, rules and regulations issued by the Authority, DEP or other State, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

The Issuer shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia in the manner prescribed by and the guidelines established by the Authority and the Public Service Commission of West Virginia.

Section 7.19. [RESERVED]

Section 7.20. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.21. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2024 Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any proceeds of the Series 2024 Bonds held in "contingency" as set forth in the Schedule attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the DEP before expending any proceeds of the Series 2024 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the DEP and the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any ground breaking or dedication of the Project.

Section 7.22. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2024 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2024 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

ARTICLE VIII

INVESTMENT OF FUNDS

Section 8.01. Investments. Any monies held as a part of the funds and accounts created by this Bond Legislation other than the Revenue Fund, shall be invested and reinvested by the Commission, the Depository Bank, or such other bank or national banking association holding such fund or account, as the case may be, at the written direction of the Issuer in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission, the Depository Bank, or such other bank or national banking association, as the case may be, shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank may make any and all investments permitted by this section through its own investment or trust department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2024 Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest on the Series 2024 Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2024 Bonds as a condition to issuance of the Series 2024 Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2024 Bonds as may be necessary in order to maintain the status of the Series 2024 Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2024 Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the DEP, as the case may be, from which the proceeds of the Series 2024 Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the DEP, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2024 Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2024 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2024 A Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2024 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2024 Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(4) If default occurs with respect to the Prior Bonds or the Prior Ordinances.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate

action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due; (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System; (iii) bring suit upon the Bonds; (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds; and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided, that all rights and remedies of the Holders of the Series 2024 A Bonds shall be on a parity with those Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might exercise.

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Bond Legislation shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of said System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Series 2024 A Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2024 A Bonds, the principal of and interest due or to become due thereon, if any, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2024 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2024 A Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2024 Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2024 Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2024 Bonds, shall be made without the consent in writing of the Registered Owners of the Series 2024 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest, if any, thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the respective Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2024 Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2024 Bonds from gross income of the Holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2024

Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2024 Bonds.

Section 11.04. Headings, Etc. The headings and catchlines of the articles, sections and subsections hereof are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

Section 11.05. Conflicting Provisions Repealed. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided, that in the event of any conflict between this Ordinance and the Prior Ordinances, the Prior Ordinances shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, the Recorder and members of the Governing Body were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the *Jefferson Chronicle*, a newspaper published and of general circulation in the City of Charles Town, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2024 Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

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Section 11.08. Effective Date. This Ordinance shall take effect immediately following the public hearing and final reading hereof.

Passed on First Reading: October 21, 2024

Passed on Second Reading: November 4, 2024

Passed on Final Reading
Following Public Hearing: November 18, 2024

CITY OF CHARLES TOWN

_____
Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF CHARLES TOWN on the 18th day of November, 2024.

Dated: November 18, 2024.

[SEAL]

_____

Recorder

CITY OF CHARLES TOWN
COMBINED WATERWORKS AND SEWERAGE SYSTEM
REVENUE BONDS, SERIES 2024 A (WEST VIRGINIA SRF PROGRAM);
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS,
SERIES 2024 B (WEST VIRGINIA SRF PROGRAM); AND
COMBINED WATERWORKS AND SEWERAGE SYSTEM
REVENUE BONDS, SERIES 2024 C
(WEST VIRGINIA SRF PROGRAM/FORGIVABLE)

BOND ORDINANCE

Table of Contents

ARTICLE I
STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01 Authority for this Ordinance.
Section 1.02 Findings
Section 1.03 Bond Legislation Constitutes Contract.
Section 1.04 Definitions

ARTICLE II
AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01 Authorization of Acquisition and Construction of the Project

ARTICLE III
AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF BOND PURCHASE AGREEMENT

Section 3.01 Authorization of Bonds
Section 3.02 Terms of Bonds
Section 3.03 Execution of Bonds
Section 3.04 Authentication and Registration
Section 3.05 Negotiability, Transfer and Registration
Section 3.06 Bonds Mutilated, Destroyed, Stolen or Lost.
Section 3.07 Bonds not to be Indebtedness of the Issuer
Section 3.08 Series 2024 A Bonds Secured by Pledge of Gross Revenues
Section 3.09 Delivery of Bonds.
Section 3.10 Forms of Bonds

Section 3.11 Sale of Bonds; Approval and Ratification of Execution of Bond Purchase Agreement
Section 3.12 "Amended Schedule" Filing

ARTICLE IV
[RESERVED]

ARTICLE V
FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01 Establishment of Funds and Accounts with Depository Bank
Section 5.02 Establishment of Funds and Accounts with Commission
Section 5.03 System Revenues; Flow of Funds

ARTICLE VI
BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01 Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds
Section 6.02 Disbursements From the Series 2024 Bonds Construction Trust Fund

ARTICLE VII
ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01 General Covenants of the Issuer
Section 7.02 Bonds not to be Indebtedness of the Issuer
Section 7.03 Series 2024 A Bonds Secured by Pledge of Gross Revenues
Section 7.04 Rates and Charges
Section 7.05 Sale of the System
Section 7.06 Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances
Section 7.07 Parity Bonds
Section 7.08 Books; Records and Audit
Section 7.09 Rates
Section 7.10 Operating Budget and Monthly Financial Report.
Section 7.11 Engineering Services and Operating Personnel
Section 7.12 No Competing Franchise
Section 7.13 Enforcement of Collections
Section 7.14 No Free Services
Section 7.15 Insurance and Construction Bonds
Section 7.16 Mandatory Connections
Section 7.17 Completion and Operation of Project; Permits and Orders
Section 7.18 Compliance with Bond Purchase Agreement and Law
Section 7.19 [RESERVED]
Section 7.20 Securities Laws Compliance
Section 7.21 Contracts; Change Orders; Public Releases
Section 7.22 Statutory Mortgage Lien

ARTICLE VIII
INVESTMENT OF FUNDS

Section 8.01 Investments
Section 8.02 Certificate as to Use of Proceeds; Covenants as to Use of Proceeds

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.01 Events of Default
Section 9.02 Remedies
Section 9.03 Appointment of Receiver

ARTICLE X
PAYMENT OF BONDS

Section 10.01 Payment of Bonds

ARTICLE XI
MISCELLANEOUS

Section 11.01 Amendment or Modification of Bond Legislation.
Section 11.02 Bond Legislation Constitutes Contract
Section 11.03 Severability of Invalid Provisions
Section 11.04 Headings, Etc.
Section 11.05 Conflicting Provisions Repealed.
Section 11.06 Covenant of Due Procedure, Etc.
Section 11.07 Statutory Notice and Public Hearing
Section 11.08 Effective Date
SIGNATURES
CERTIFICATION

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1147: Private Outdoor Designated Area (PODA) Committee Presentation

Proposed Motion: Send Private Outdoor Designated Area (PODA) to the Ordinance Committee.

ATTACHMENTS:

- 2024SelectCommitteeOnPoda.pptx
- Council Select Committee on PODA.pdf
- Direct Costs.pdf
- HEPMPO Municipal Representative Update April 2024.pdf
- DORA_Ohio_comp_pop.PDF
- Other PODA boundaries examples.pdf
- Pros & Cons.pdf
- Quality of life, safety and welfare.pdf
- 2019 - 2024 PODA District (Downtown) Vehicle and Pedistrian Accidents.pdf

2024 PODA REPORT

Council Select Committee on PODA



PODA COMMITTEE

- Councilmember Jeff Hynes
- Councilmember Julie Philabaum
- Police Chief Chris Kutcher
- City Manager John Nissel
- City Staff Liz Cook
- Mr. Josh Vance (Abolitionist Ale Works)
- Ms. Leah Brooks (Pour Choices Wine)

DELIVERABLES

- Budget Impacts
- Impacts to quality of life, safety, and welfare
- Analytics of program
- Pros / Cons
- Economic Opportunities
- PODA Hours
- PODA Map

BUDGET IMPACTS

CUPS:

JCCVB will underwrite the first run of PODA cups. Businesses will be required to purchase once supply is depleted.

SIGNS:

Charles Town Now will provide up to $500 for signage.
35 signs (12 by 24 Coroplast 2 sided) is $560

SAFETY PLAN:

No additional officers are required.

WASTE PLAN:

If there is a need for additional trash receptacles, the city will absorb those costs. ($500)

Conclusion: Budget impact is minimal

IMPACTS TO QUALITY OF LIFE, SAFETY, AND WELFARE

The committee reviewed the following documents:

- Report on Quality of Life, Safety, and Welfare- Chief Kutcher
- HEPMPO Municipal Representative Update
- Crash Data from OCT 2019-OCT 2024

The committee determined that based on the small number of incidents, PODA should move forward.

ABCA does not have concerns in regard to railroad crossings.

MEASURING ANALYTICS

- QR codes will be included on cups. This will link to a survey.
- Periodic surveys will be sent to businesses in the PODA District

CONS

- There is a cost to the city (however minimal)
- Workload increase on staff to onboard businesses
- Possible negative feedback from citizens and other groups regarding public consumption
- Public safety regarding downtown traffic and pedestrian crossings, perceived risk
- PODA is in proximity to schools / churches

PROS

- Collaboration between businesses
- Increased number of events
- More walking traffic and perceived vibrancy
- Allows licensed businesses to encourage leisurely drinking so patrons are not rushed
- Potential positive economic impact

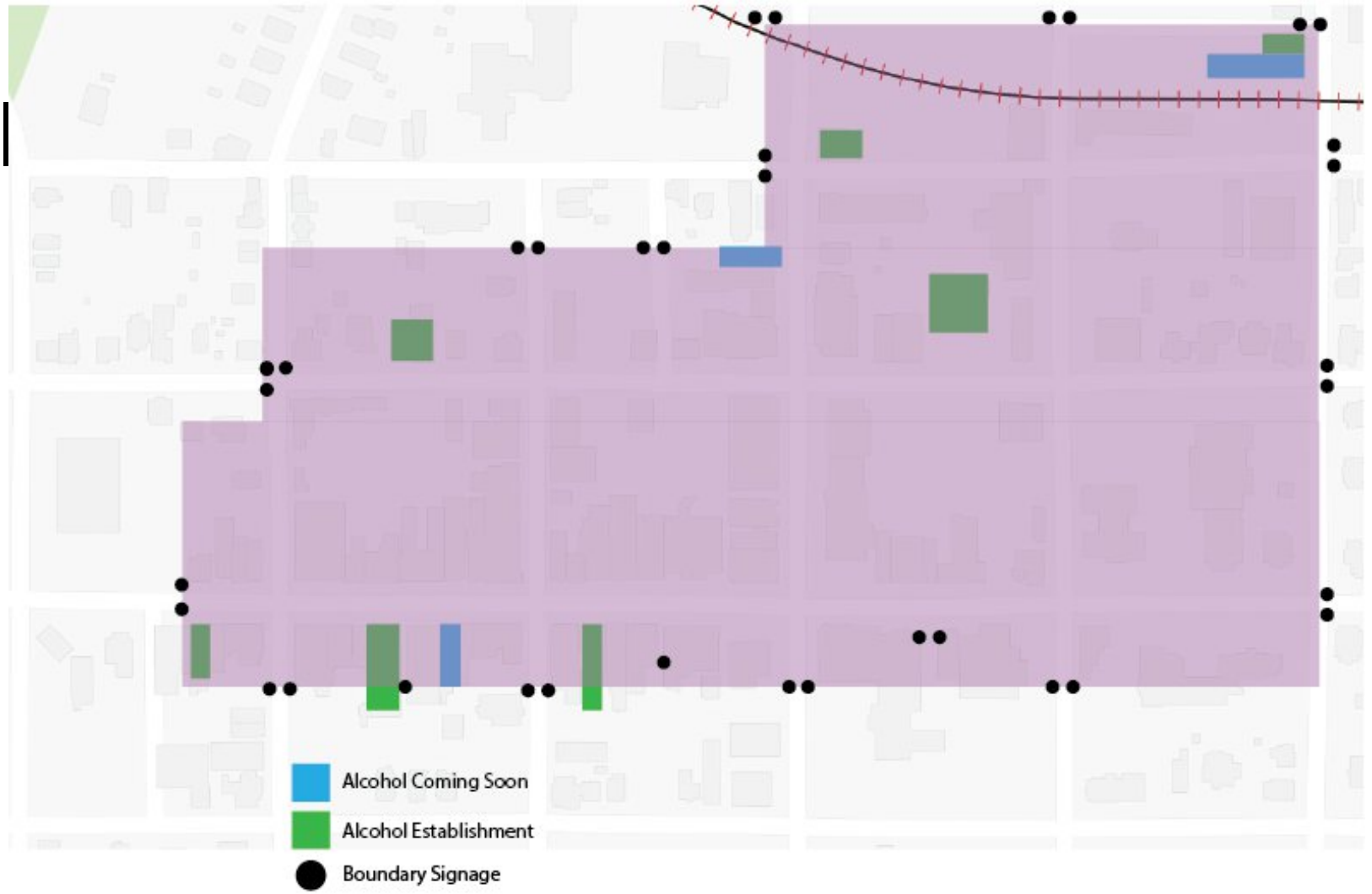
ECONOMIC OPPORTUNITIES

- Increased sales for licensed business
- Increased sales for businesses participating
- Increased occurrences of events will increase foot traffic
- Increased commercial real estate values on buildings that can accommodate licensed businesses
- Differentiating Charles Town from other commercial districts in the immediate area

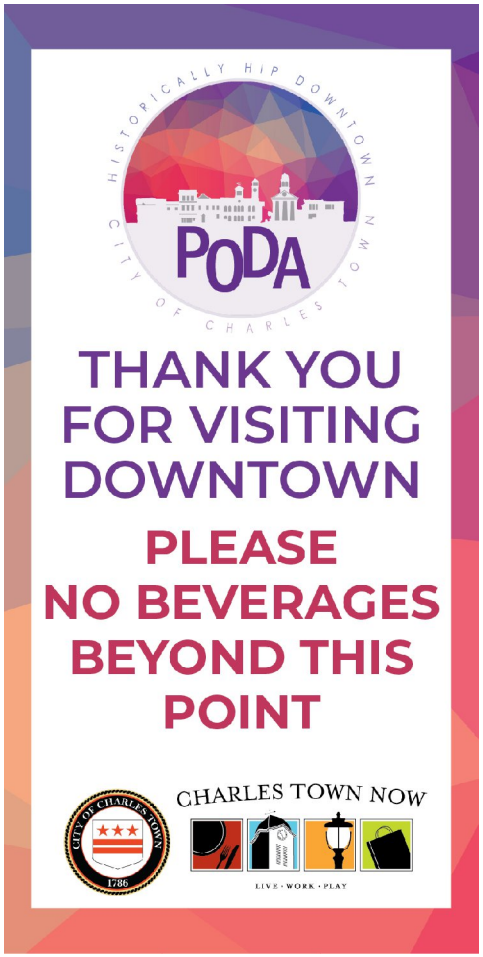
PODA HOURS

Monday-Friday	5PM-10PM
Saturday & Sunday	10AM-10PM

ODA DISTRI


Alcohol Coming Soon
Alcohol Establishment
Boundary Signage

Example Signage





RECOMMENDATION

It is the recommendation of the committee to advance PODA to the Ordinance Committee.

City of Charles Town

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

May 6, 2024

Re: Council Select Committee on PODA (Private Outdoor Designated Area)

Dear Council Members,

Please be advised that a Council Select Committee on PODA Private Outdoor Designated Area has been established to perform the following:

- Anticipated PODA impacts to the Charles Town operating budget, staff, and Police Department.
- Possible PODA impacts to the quality of life, safety and welfare of Charles Town Residents.
- Prospective PODA economic opportunities for Charles Town and city businesses.
- Recommendations PODA days and hours of operation as well as PODA boundaries.
- Experience from other cities who have adopted PODA or similar initiatives.
- Overall Pros and Cons to adopting PODA for Charles Town.
- The Council Select Committee on PODA will report back to the City Council at the October 7, 2024, Council Meeting.

The following personnel and business owners are hereby appointed to the Council Select Committee on PODA;

- Council Member Jeff Hynes
- Council Member Julie Philabaum
- Police Chief Chris Kutcher
- City Manager John Nissel
- City Staff Designee
- Mr. Josh Vance
- Ms. Leah Brooks

All Select Committee meeting will conform with applicable ordinances, rules and regulations.

Sincerely,

John Nissel
City Manager

cc: Mr. Josh Vance
Ms. Leah Brooks
Police Chief Chris Kutcher

MAYOR
Robert M. Trainor

CITY COUNCIL
James Kratovil
Elizabeth Ricketts
Jeff Hynes
Kevin Tester
Julie Philabaum
Priscilla Rodd
Micheal George
Rikki Twyford

CITY MANAGER
John Nissel

Poda Research (Aug 2024)

We do not need a dedicated police officer.

Cup Cost: JCCVB will purchase the first 500/1000 cups.

Cups Cost $695 for 500 Cups (16 oz FULL color)

Businesses should purchase cups when initial cup order runs out

Sign Cost: (Charles Town Now will consider sharing expense to include their logo)

12x24 6mm coroplast 2 sided

$18 each - 20/ $17.00 each 30/$16.00 each 40/$ 14.50 each

Window clings for Businesses

$3.85 Each

Trash Cans:

If we need to add additional cans, we are looking at $22 per can.

Decorative cans are $725

Hagerstown/Eastern Panhandle Metropolitan Planning Organization

HEPMPO Municipal Representative
Elizabeth Ricketts

Update April 2024

Hagerstown Eastern Panhandle MPO



Upcoming meetings…

- April 23, 5:00pm, Martinsburg
  Public Meeting – Draft Safety Action Plan
- April 30, 5:00pm, **Charles Town**
  Public Meeting – Draft Safety Action Plan
- May 2, 5:00pm, Hagerstown
  Public Meeting – Draft Safety Action Plan
- May 8, 10am - virtual
  Congestion Management Process Plan stakeholders
- May 15, 10:30am
  Technical Advisory Committee
- May 15, 1:30pm
  Interstate Council
- August 21, 10:30am
  Technical Advisory Committee
- August 21, 1:30pm
  Interstate Council

Open for Public Comment…

public comment period **Friday, April 12, 2024 - Tuesday, May 14, 2024**.

Written comments may be mailed to the HEPMPO's office (33 W Washington Street, Suite 402, Hagerstown, MD 21740), sent via e-mail to mmullenax@hepmpo.net, or submitted online at www.hepmpo.net/contact

- proposed FY 2025 Unified Planning Work Program (UPWP)
- proposed FY 2025-2028 Transportation Improvements Program (TIP)
- DRAFT Regional Safety Action Plan

Safety Action Plan

Regional effort.

Municipalities can create own, or piggy-back off regional plan for grant opportunities.

Zero is our goal.

Open for public comment.

Finalized May 15th, 2024.

Safe System Approach

Zero is our goal. A Safe System is how we will get there. In 2022, the United States Department of Transportation (FHWA) introduced the National Roadway Safety Strategy (NRSS) to address the safety crisis on our Nation's roadways. The NRSS declares a goal of zero deaths and adopts the **Safe System Approach (SSA)** as the guiding paradigm for addressing roadway safety and achieving this goal. The Safe System Approach equips us with a structured decision-making framework, enabling us to deliberately address five key elements and six guiding principles (Figure 2) during planning and implementation. It prioritizes human fallibility and vulnerability, ultimately designing a protective system for all.



Figure 2: Safe System Approach Principles and Elements

KSI

- Pedestrian KSI
- Bicycle KSI
- Motorcycle KSI
- Motor Vehicle KSI
- Transportation Disadvantaged Areas

**Killed or Severely Injured*

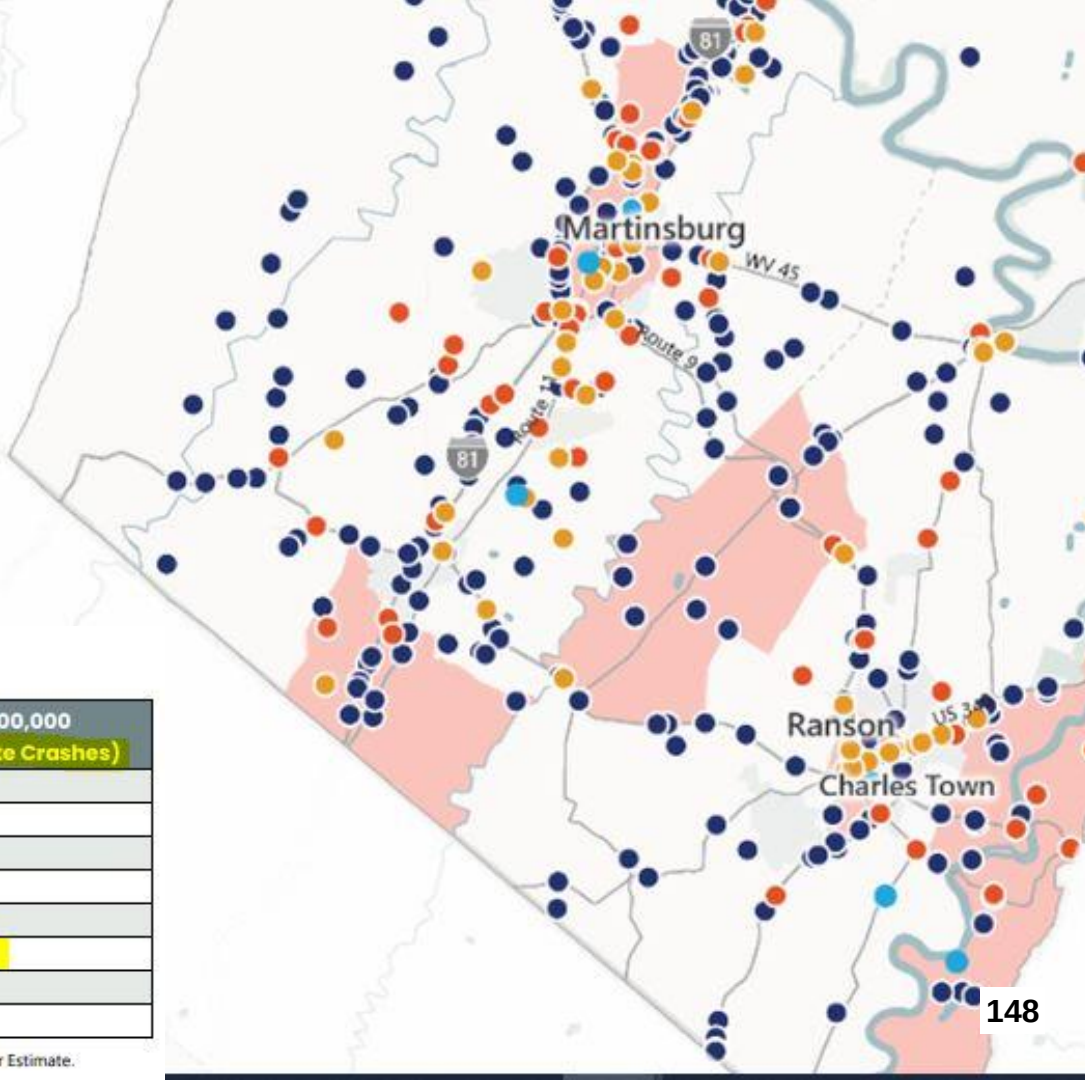


Table 5: HEPMPO Fatality Crash Rates (2018 - 2022)

	Fatal Crash Rate Per 100,000 People (All Crashes)	Fatal Crash Rate Per 100,000 People (Non-Interstate Crashes)
HEPMPO	11.9	9.5
Berkeley County	13.1	10.2
Jefferson County	12	12
Washington County	10.9	8
Hagerstown, MD	10.5	10.5
Charles Town, WV	23.4	23.4
Martinsburg, WV	2.3	2.3
Ranson, WV	23	23

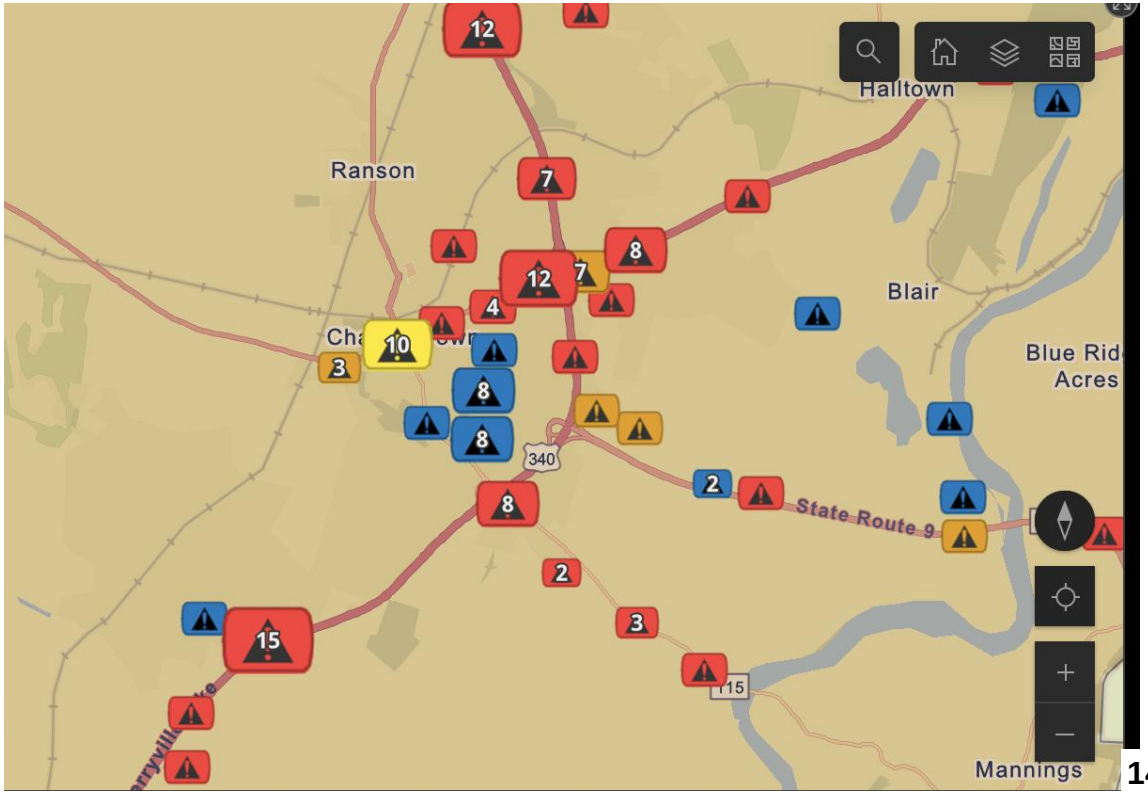
Source: 2018 – 2022 MDOT and WVDOT Crash Data, American Community Survey 2020 5-Year Estimate.

SAP & CMP Survey Results

574 respondents

GIS tool data

CMP Plan: **Congestion Management Process Plan** is also in progress with regular stakeholder meetings



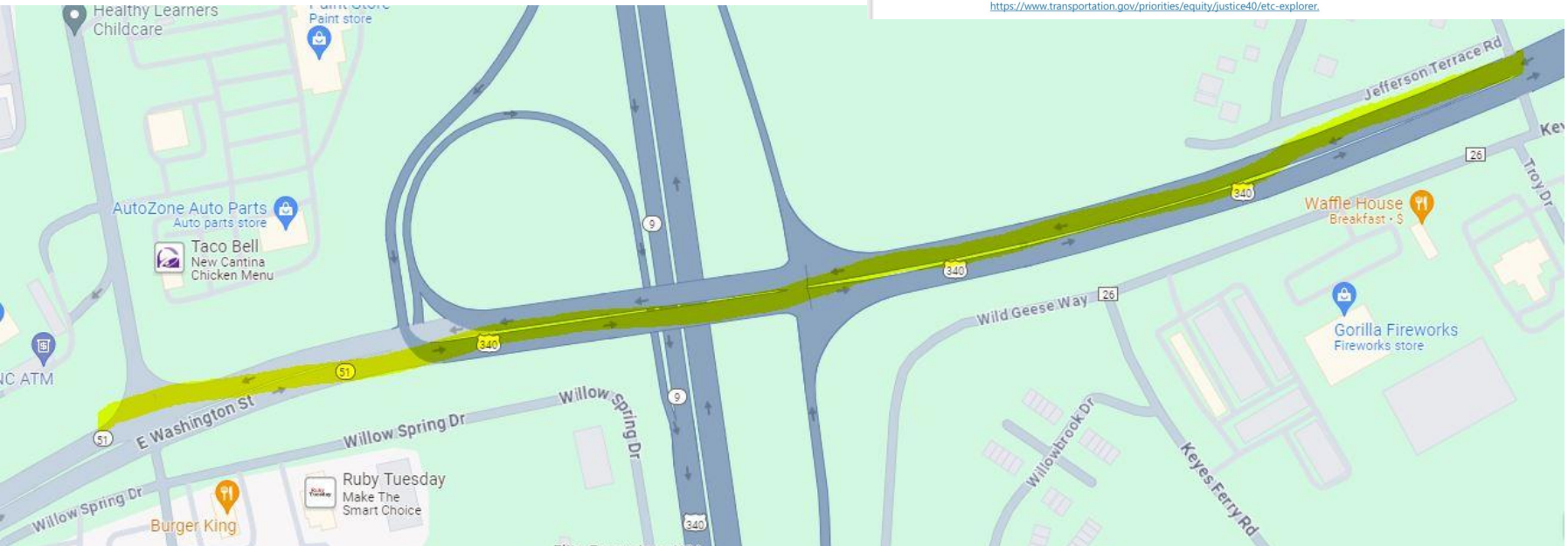
High Injury Network (HIN)

Segments

Table 3: Top HEPMPO HIN Segments

Road Name	Extents	Safety Score Per Mile[1]	Transportation Disadvantage Community[2]
1. E Washington St	Flowing Springs Wy to Jefferson Ter (0.4 Miles)	9,693	N
2. Dual Highway	Cleveland Ave to Manor Dr (0.3 Miles)	9,259	Y
3. Dual Highway	Edgewood Dr to Day View Dr (0.3 Miles)	8,957	Y
4. Dual Highway	Cannon Ave to Cleveland Ave (0.4 Miles)	8,898	Y
5. Virginia Ave	Snyder Ave to Howard St (0.4 Miles)	7,344	Y
6. Apple Harvest Dr	I-81 ramps to Winchester Ave (0.3 Miles)	7,258	Y
7. W Washington St	Burhans Blvd to Potomac St (0.4 Miles)	7,115	N
8. Brown Rd	Williamsport Pk to Willingham Wy (0.4 Miles)	6,301	Y
9. Edwin Miller Blvd	McMillan Ct to Meridian Pkwy (0.6 Miles)	4,715	N
10. Dual Highway	Mount Aetna to Edgewood Dr (0.7 Miles)	4,576	Y

Source: Maryland Crash Data, West Virginia Crash Data, Replica, Fehr & Peers.
1. The Safety Score is calculated based on the total number of crashes, the highest level of injury sustained in each crash, and the travel mode of victims.
2. Transportation disadvantage occurs when people are unable to access the needs of their daily life regularly, reliably, and safely. Additional information can be found on the US DOT website: https://www.transportation.gov/priorities/equity/justice40/etc-explorer.

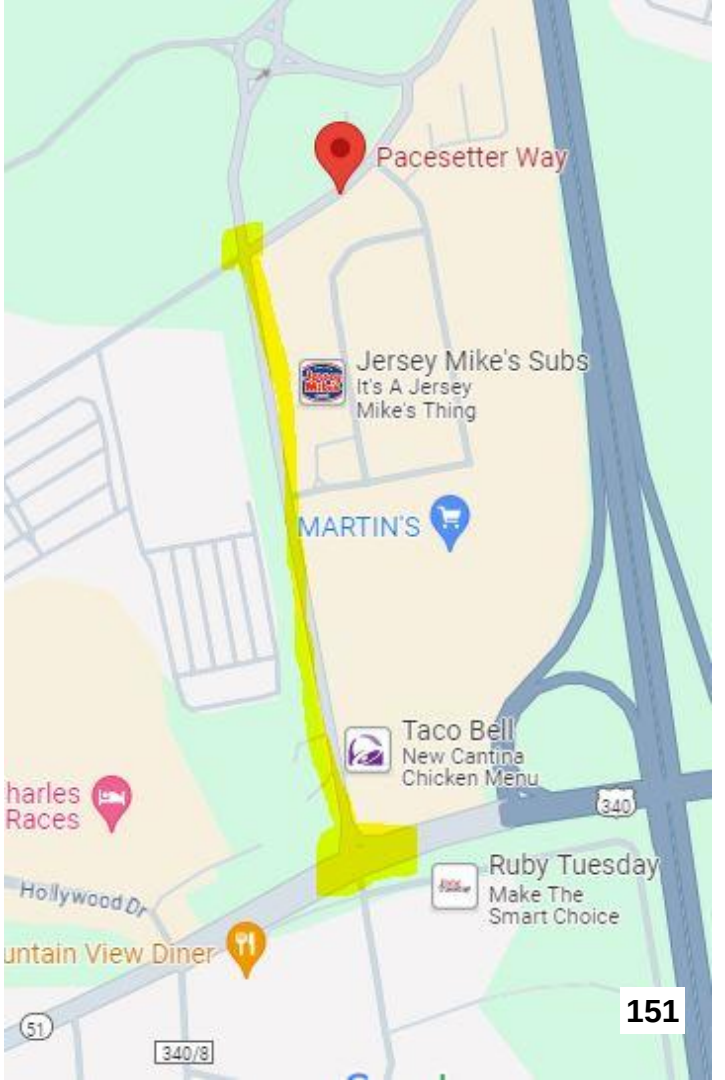


High Injury Network (HIN)

Corridors

Table 4: Top HEPMPO HIN Corridors

Road Name	Extents	Safety Score Per Mile[1]	Transportation Disadvantage Community[2]
1. Brown Rd	Williamsport Pk to Willingham Wy (0.4 Miles)	4,715	N
2. Burnhans Blvd	Cushwas Aly to Pennsylvania Ave (1.4 Miles)	4,415	Y
3. Dual Highway	Cannon Ave to Beaver Creek Rd (4 Miles)	4,361	Y
4. Edgewood Dr	Baltimore St to Dual Hwy (0.9 Miles)	3,837	Y
⟹ 5. Washington St	Railroad Crossing to Jefferson Ter (2.2 Miles)	3,806	Y
6. Edwin Miller Blvd	McMillan Ct to Cloud St (1.5 Miles)	3,540	Y
7. Church St	Burhans Blvd to Potomac St (0.4 Miles)	3,443	Y
⟹ 8. Flowing Springs Rd	Pacesetter Wy to E Washington St (0.4 Miles)	3,381	Y
9. Warm Springs Ave	Edwin Miller Blvd to Williamsport Pk (0.9 Miles)	2,781	Y
10. Winchester Ave	King St to Paynes Ford Rd (3 Miles)	2,682	Y



Washington Street



Collision History (2018-2022)



	Total Collisions	Fatal or Severe Injury
	232	2
	2	0
	1	0
	5	4

Notable Collision Patterns



Rear End at Signal

Angle at Signal

Planning References

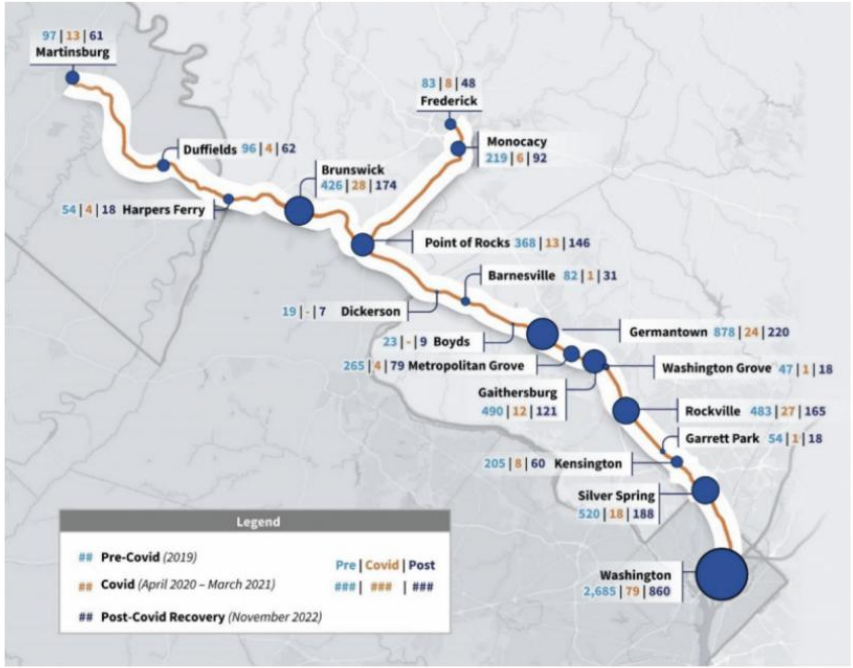
- Existing Plus Committed Projects
  - J2016-02 Charles Town CBD Signal System
- TIP Projects
  - J2024-09 Washington St (at West St)
- Fiscally Constrained Projects
  - C34 Washington St Intersection Improvements (at Jefferson Ave)
  - J101.0 Extension of Turn Lanes (at Flowing Springs Rd)
- Bike/Pedestrian
  - Designated VRU Corridor

MARC Train

Last update was that $8,000,000 was found in the Maryland State General Assembly budget for MARC train

- Specifically for Brunswick line services to West Virginia
- Mentioned a new mid-day service pilot

MARC released a draft technical report in January on how to expand service and improve regional links to WV and western MD.



MARC Brunswick Line average daily boardings by station, pre-COVID, during COVID-19, and during post-COVID-19 recovery. Image by Maryland Transit Administration.

[Article from May 9th]

ADA Transition Plan

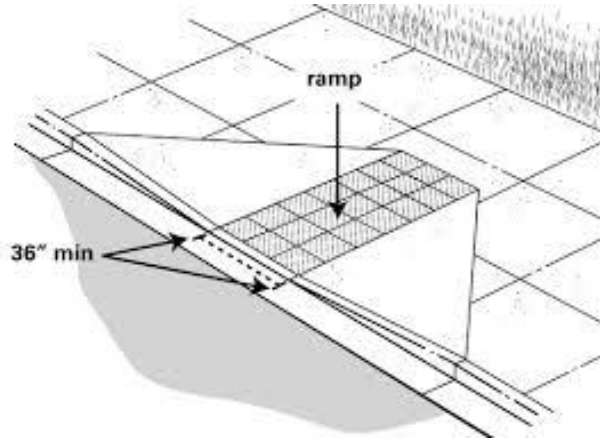
MPO reached out to Charles Town about starting an ADA Transition Plan.

Suggested, but not required at this time.

Looks at how the city plans to address curb ramps for ADA compliance.

WVDOT ADA Coordinator and members of FHWA interested in **hosting a workshop in June 2024** to provide information to interested municipal leaders from across Jefferson, Berkeley, and Morgan counties.

Working with staff to accommodate with a meeting space here in Charles Town.



Lawrence/Congress St Intersection Project

- Grant is stalled
- Federal government came back and said this suballocated funding was meant for “urban areas” only, which Charles Town is not considered. MPO was unaware of this requirement.
- Grant is “still in the mix” awaiting state level programming…



Hagerstown/Eastern Panhandle Metropolitan Planning Organization
33 W. Washington St., 4th Floor, Suite 402, Hagerstown, MD 21740
Phone: 240-313-2080, Fax: 240-313-2084
www.hepmpo.net

January 18, 2024

The Honorable Jimmy D. Wriston, PE
Secretary, Department of Transportation
W.V. Department of Transportation
Capitol Complex Building 5
1900 Kanawha Boulevard East
Charleston, WV 25305

Subject: Carbon Reduction Program - Congress & Lawrence Intersection Improvement Project

Dear Secretary Wriston,

HEPMPO Staff followed the FY2024 Project Selection Guidelines for Federal Suballocated Funds (approved locally on August 16, 2023) in the advertisement, communication and review of potential eligible projects. These Guidelines and procedures were created under guidance of WVDOT's 2023-2028 STIP Operating Procedures.

HEPMPO's Program application was announced on September 1, 2023, with application acceptance period starting September 15, 2023 and concluded on November 1, 2023. Following HEPMPO staff review, and review by HEPMPO's Technical Advisory Committee, a recommended project was selected and advanced for Policy Board consideration. On January 17, 2024 HEPMPO's Policy Board unanimously approved the "Congress & Lawrence Intersection Improvement Project" in Charles Town for suballocated federal funding.

This project is eligible for HEPMPO's FY2024 suballocated Carbon Reduction Program and will provide pedestrian improvements at the intersection of Congress and Lawerence Streets, including ADA-compliant curb ramps, bulb outs and crosswalks. The project is located on the northwest corner of the Wright Denny Intermediate Elementary School in downtown Charles Town.

The City of Charles Town has committed in writing to the non-federal share (20% or $54,757) of project's construction cost estimate (overall $273,784). The City of Charles Town also previously procured an engineering firm (Kimley Horn) through the 5G process and project is at 90% design.

I appreciate your assistance in ensuring this project gets programmed into the STIP at the earliest opportunity. If you have any questions or need additional information please let me know.

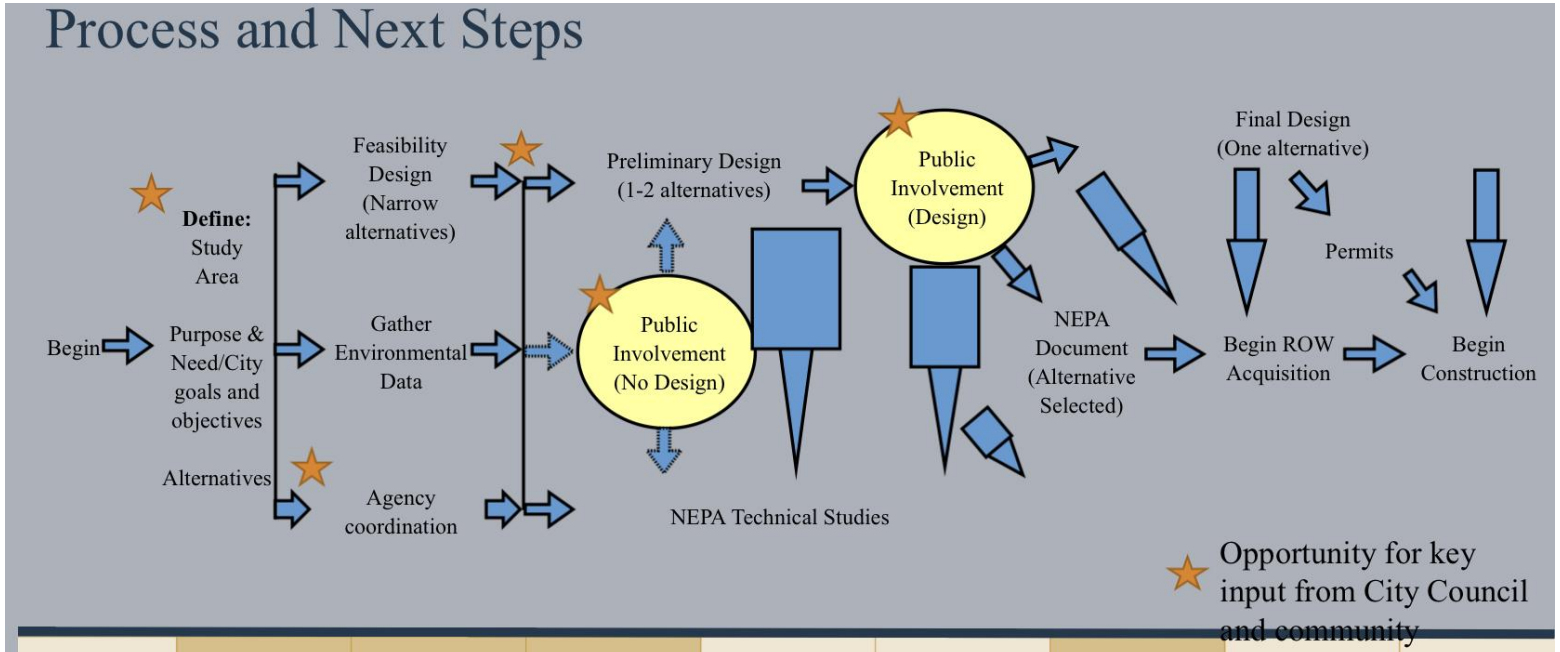
Sincerely,

Matthew T. Mullenax
Executive Director

Rt 51/ MLK Blvd / Summit Point Rd/ W. Washington St Intersection Project

AMT's contract was finalized with WVDOT and traffic counts/surveying have begun - may notice equipment in the area.

Have received no response to our letter from Secretary Wriston… (304) 558-0444 DOT.Secretary@wv.gov



Other projects…

Augustine Avenue / Sheetz signalization

Rt 115 traffic circle project

Jefferson Ave and Rt 115 signalization and turn lane

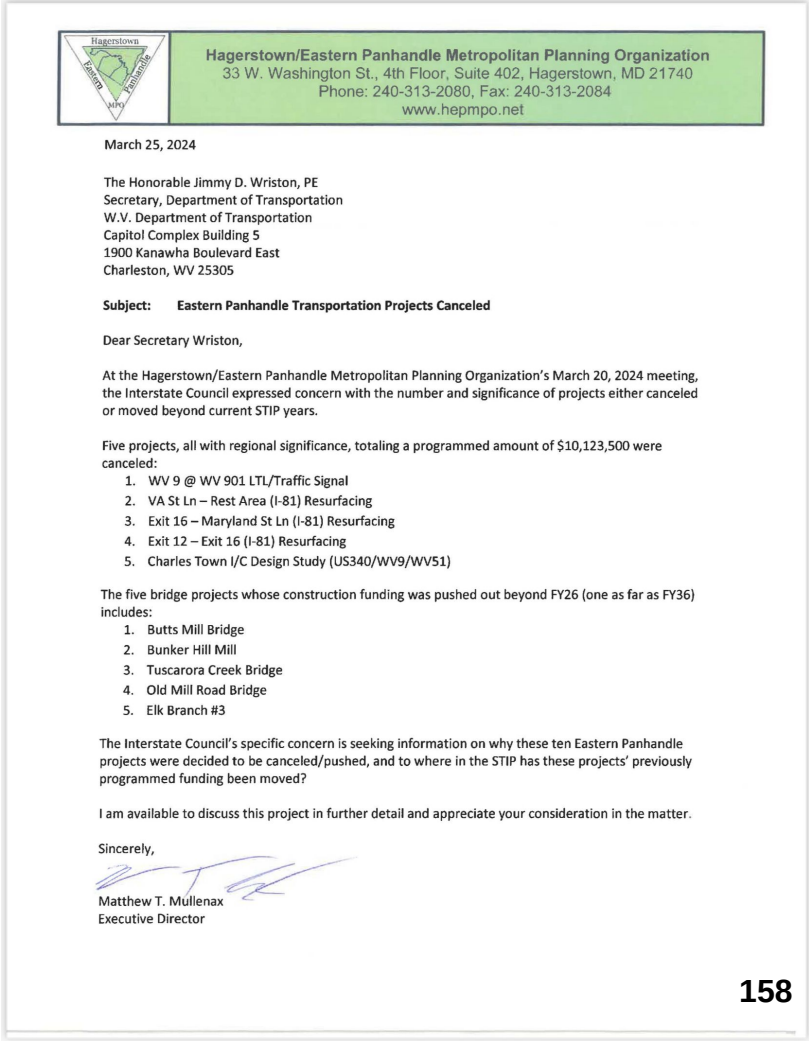
George St. sidewalk

Augustine Avenue Trail

Cancelled studies

Due to a massive over-programming, the state DOT announced cuts totalling over $10 million to planned projects within the MPO region.

Charles Town is impacted by the cancellation of the planned Charles Town interchange Design Study at US340/WV9/WV51



Hagerstown/Eastern Panhandle Metropolitan Planning Organization
33 W. Washington St., 4th Floor, Suite 402, Hagerstown, MD 21740
Phone: 240-313-2080, Fax: 240-313-2084
www.hepmpo.net

March 25, 2024

The Honorable Jimmy D. Wriston, PE
Secretary, Department of Transportation
W.V. Department of Transportation
Capitol Complex Building 5
1900 Kanawha Boulevard East
Charleston, WV 25305

Subject: Eastern Panhandle Transportation Projects Canceled

Dear Secretary Wriston,

At the Hagerstown/Eastern Panhandle Metropolitan Planning Organization's March 20, 2024 meeting, the Interstate Council expressed concern with the number and significance of projects either canceled or moved beyond current STIP years.

Five projects, all with regional significance, totaling a programmed amount of $10,123,500 were canceled:

1. WV 9 @ WV 901 LTL/Traffic Signal
2. VA St Ln – Rest Area (I-81) Resurfacing
3. Exit 16 – Maryland St Ln (I-81) Resurfacing
4. Exit 12 – Exit 16 (I-81) Resurfacing
5. Charles Town I/C Design Study (US340/WV9/WV51)

The five bridge projects whose construction funding was pushed out beyond FY26 (one as far as FY36) includes:

1. Butts Mill Bridge
2. Bunker Hill Mill
3. Tuscarora Creek Bridge
4. Old Mill Road Bridge
5. Elk Branch #3

The Interstate Council's specific concern is seeking information on why these ten Eastern Panhandle projects were decided to be canceled/pushed, and to where in the STIP has these projects' previously programmed funding been moved?

I am available to discuss this project in further detail and appreciate your consideration in the matter.

Sincerely,

Matthew T. Mullenax
Executive Director

FHWA-WV Division Federal Grant Seminar

attended a February 2024 seminar by the FHWA-WV Division

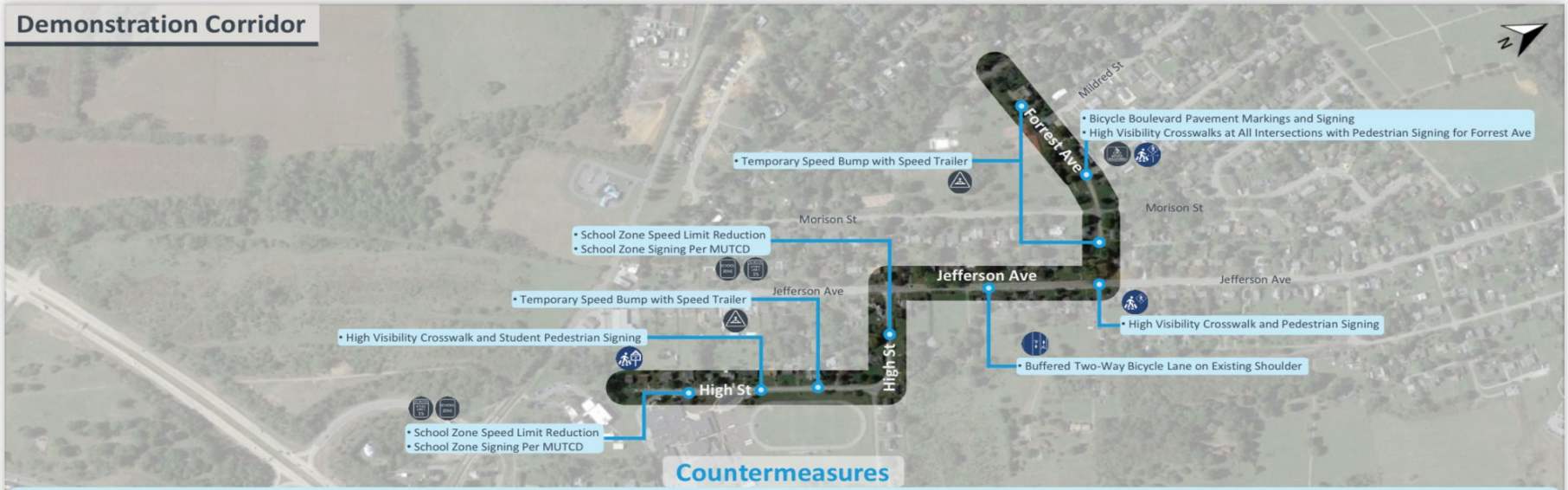
So many grants… so little time (or matching funds!)

SS4A = Safe Streets for All

Notice of Funding Opportunity for the Safe Streets and Roads for All (SS4A) program. Funds for the fiscal year (FY) 2024 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users.

*Examples of eligible **demonstration** activities include: feasibility studies using quick-build strategies that inform permanent projects in the future (paint, plastic posts, delineators, removable barriers, reallocation of roadway space), MUTCD engineering studies that further safety applications (evaluating need for high-visibility crosswalks, markings, or bike lane treatments), pilot programs for behavior or operational activities that must include at least one element of the Safe System Approach and, pilot projects that utilize innovative technologies that have not yet adopted in the community (speed cameras, variable speed limits, adaptive signal timing, adaptive lighting).*

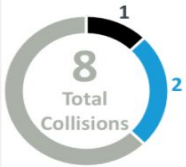
Demonstration Corridor



Countermeasures

- Bicycle Boulevard Pavement Markings and Signing
- High Visibility Crosswalk and Pedestrian Signing
- High Visibility Crosswalk at All Intersections with Pedestrian Signing for Forrest Ave
- School Zone Speed Limit Reduction
- Buffered Two-Way Bicycle Lane on Existing Shoulder
- High Visibility Crosswalk and Student Pedestrian Signing
- School Zone Signing Per MUTCD
- Temporary Speed Bump with Speed Trailer

Collision History (2018-2022)



- Fatal or Severe Injury
- All Other Injury
- Property Damage Only

	Total Collisions	Fatal or Severe Injury
Car	7	0
Motorcycle	0	0
Bicycle	1	1
Pedestrian	0	0

Notable Collision Patterns

- Single Vehicle – Lane Departure
- Weekend Crashes
- Angle Not at Signal

Planned Work

- 2023 Bike/Ped Plan Project List
  - J5 – High St – Improve Sidewalk Connectivity to Charles Town Middle School
  - J4 – Forrest Ave – Install Sidewalk and ADA Ramps Between S Mildred St and Jefferson Ave

City	Population	Year DORA was established	Demographic of town	Contact person	Website Info	Acerage of DORA	Hours of DORA	Bars in DORA	Retail establishments in DORA	Have you had any major incidents in the DORA district? How have these been addressed to prevent in the future?	How much of an impact to your City's budget did enacting the DORA cause? Is there an ongoing budget impact? Did you need to increase police patrols in the DORA District?	Other Feedback	Do you have statistics to show the economic impact the DORA district has made?
Napoleon	8,888	2018	County seat of Henry County, Ohio. Located along the Maumee River, 44 miles southwest of Toledo.	Andy Small, City Manager: jsmall@napoleonohio.com	https://www.napoleonohio.com/new-resident-information/napoleon-outdoor-refreshment-area	27.1	Daily Noon - 1am	5	30	"We have had no significant incidents in our DORA."	"With the exception of the cost for signs at the perimeter of the district, the DORA has had no impact on our budget and we have not had to increase patrols in the district."	"In the City of Napoleon, the DORA has been well recieved, with no issues, and last year (2023) City Council approved a five-year renewal of our DORA."	
Cheviot	8,682	2020	8 Miles from Cincinatti, "first ring suburb of Cincinatti and is mainly blue-callor community."	Caroline Statkus, Economic Development Director: cstatkus@cheviot.org	https://cheviot.org/economic-development/what-are-the-rules-of-the-dora/	"about 12 city block"	Monday thru Thursday: 4:00pm to Midnight; Friday, Saurday, and Sunday: Noon - Midnight	12	80-90 businesses	"We have not had any schange in major incidents in the DORA."	"DORA was done in conjunction with ARPA funding for awnings for eating & drinnking establishments, for street furniture, outdoor heating structures, and low sidewalk lighting. So, many improvements for the DORA (which covers the majority of our business district) were federally funded. We have no budget for future improvements at this time."		
Bryan	8,670	2020	County seat of Williams County, OH. Located 53 miles southwest of Toledo.	Mayor Carrie Schlade: mayor@cityofbryan.com	https://www.visitbryanohio.com/dora/	"Approxiamtely 23 acres"	Daily Noon - 11pm	10	"approximately 124 small businesses"	"No. We initially met quarterly with stakeholders and city administration to discuss any concerns. We have had no sanitation or police issues from the time of DORA's inception. We do require permit holders with large festivals within the DORA (think Oktoberfest) to hire off duty uniformed Bryan Police Officers for crowd control as a form of prevention."	"We had limited increase in our budget. I believe the only cost to the city were the signs we purchased and installed surround the DORA boundaries. Our local chamber of commerce purchased the cups (I approve any logo changes) and sells at their costs to our local establishments. Window clings are also provided by the chamber to our downtown businesses detailing whether they are DORA friendly or not. Again, any permit holder closing down streets for an outdoor event has to pay off duty, uniformed officers to be issued their permit."	"This Ordinance was very controversial in the beginning. 50% of our residents were worried public drunkenness would occur, DORA cups would litter the streets, children would be adversely affected and DORA would overall disrupt our small hometown feel. I will honestly tell you I was, at best, lukewarm to the idea of a DORA in the beginning. All of our worries, thakfully, have not come to fruition. DORA has become a great economic tool among our diverse toolbox. DORA, or in your case, PODA really relies on all members of government and business working together, especially in the beginning, to make sure all guidelines are adhered to. Public education on the Do's and Don'ts of DORA was very important as well. Our DORA has been in effect since mid-2020."	"We do not have dollars and cents data. Our liquor establishments have not tracked what they sell in DORA cups, versus regular glasses. The Chamber has sold over 5000 DORA cups. We have had a large influx of store fronts being occupied versus vacant and our downtown foot traffic has increased steadily."
Eaton	8,360	2023	County seat of Preble County, OH. Approximately 24 miles west of Dayton	Bradley Collins, City Manager: bcollins@cityofeaton.org	https://www.cityofeaton.org/community/page/downtown-outdoor-refreshment-area	18.75	Daily Noon-11PM	4	"Probably 50"	"We have had no incidents with this program/"	"We purchased about $5,000 of trash cans, signs, stickers and cups. This cost was split with our local downtown organization. We have not had any increase in police activities or patrol in the area. We may have about $2,000 a year in coordination efforts with the downtotwn organization in helping operate the DORA."	"We were hesitant and also checked with surrounding cities before we established our DORA. We have not experienced any negative impact. We have received many compliments from downtown and visitors."	"We do not have any economic data on DORA. We do not feel it has made a huge difference but we do feel it has been a positive impact for our downtown events."
Bellevue	8,210	2021	Located in Erie, Huron, Seneca, and Sandusky counties, Ohio. 61 miles southwest of Cleveland and 45 miles southeast of Toledo	Dave Sabo, Economic Development Director: dave.sabo@cityofbellevue.com		"16+ acres"		5	"Approximately 20"	"No major incidents since our approval from the state in April 2021"	"No significant impact on our budget. We (the city) bought the first order of our DORA cups for our permit holders and when that supply ran out, permit holders were on their own to order from the supplier. really no additional police presence. In October 2022 we expanded our DORA boundaries to our Central Park area which sits near the downtown area. When events are held there, our police patrol is on site whether that was in the DORA or not."	"We recently razed two downtown buildings that were a public health and safety hazard. That green space will be turned into a smaller pocket park for our immediate downtown which is obviously in the DORA area. We are currently seeking funding from state and private grants to develop that to have 'up and running' by next summer. The only other minor impact we saw was ordering a few more DORA signs which borders our boundaries and a couple signs we ended up adding in Central Park which reminds folks personal coolers are not allowed when concerts/events are held but alcohol needs to be purchased from a DORA permit holder and it must be in a DORA (12 ounce) cup. We also put our rules on the back of the cups along with DORA logo. The three rules: (1) CUPS allowed daily during stated seasonal hours (2) Cannot carry cups into another liquor permit holding business (3) Cups must stay within the boundary signs.'	"No statistics since DORA was established. Our Central Park hosts many events during the year and one of our permit holders is right across the street from the park and benefits nicely with sale of DORA cups for folks to take into the park to enjoy the concerts or other events that are held."
Columbiana	6,713	2019	Located in Columbiana and Mahoning Counties and is part of the Youngstown-Warren metropolitan area.	Bryce Miner, Deputy City Administrator/Deputy Zoning Inspector: bminer@columbianaohio.gov	https://columbian	9.9		4	25	"We have had zero incidents."	"Enacting the DORA has no impact on the city's budget. There is not an ongoing budget impact as well. We did not need to increase police patrols in the DORA district."	"We have utilized DORA as an economic tool for business attraction and success. Recently, a winery has applied to open a very small space that normally would be hard to fill with a tenant, but the DORA has allowed them the possibilty to sell drinks to patrons that can use outside seating. DORA has added vibrancy to our downtown by allowing for more events that reach different audiences of people."	"We do not have statistics, but we have other indicators that show economic impact. Our downtown currently has no vacancies, when historically we did have upwards of 9 open storefronts. We have a thriving and vibrant downtown with constant activities and events going on to bring people together to support small businesses. It is difficult at times to find parking in our downtown area due to the busyness of shops and restaurants. groups like the Tourism Bureau and the Chamber of Commerce have taken advantage of the DORA to host events that bring people to our downtown."

City	Population	Year DORA was established	Demographic of town	Contact person	Website Info	Acerage of DORA	Hours of DORA	Bars in DORA	Retail establishments in DORA	Have you had any major incidents in the DORA district? How have these been addressed to prevent in the future?	How much of an impact to your City's budget did enacting the DORA cause? Is there an ongoing budget impact? Did you need to increase police patrols in the DORA District?	Other Feedback	Do you have statistics to show the economic impact the DORA district has made?
Milford	6,556	2019	16 miles east of Cincinnati, westernmost city in Appalachian Ohio, and located along the Little Miami River	Michael Doss, MPA, ICMA-CM, City Manager: mdoss@milfordohio.org	https://cms6.revize.com/revize/milfordoh/document_center/City%20Info/FAQ's%20public.pdf	"approximately 1 square mile"	Monday-Thursday from 4pm-10pm AND Friday-Sunday from 11am-midnight	9	"no retail establishments"	"No incidents have occured as a result of our DORA."	"The City provides the DORA cups to our local restaurants and pubs. The cups are specially designed with the City's logo and DORA rules as specified by the Ohio Revised Code. We charge $1.00 per cup to our vendors and the cups are designed in a way to make them visible/indentifiable to our establishments and law enforcement personnel. The City doesn't really make a "profit" from our DORA cup sales but does breakeven in cost expenditures. We expend approxiamtely $10,000 a year on DORA Cups for the City. No increase police patrols have been utilized as a result of the DORA district which includes special events and other open air gatherings."	"I would strongly encourage Charles Town to pursue the implementation of a DORA district as it provide a unique draw specifically to your downtown business community."	"We don't have any qualitative research or statistics to indicate the economic impact of our DORA district. However, we did sell over 12,000 DORA cups during the 2020 pandemic which many of our restaurants/bars credit with "saving their sales" during that time. We do used the DORA district to promote outdoor events and social activities sponsored by the City, downtown merchant association, and our local chamber of commerce."
Upper Sandusky	6,537	2021	County seat of Wyandot County, along the upper Sandusky River, approximately 60 miles from both Toledo and Columbus	Mayor Kyle McColly: mayormccolly@uppersanduskyoh.com	https://www.uppersanduskyoh.com/dora	22.72	Daily Noon - 11:00PM	2	21	"We have not had any issues, major or minor, in our DORA district to date. It really isn't used much in our city, but we wanted to have it available for patrons and businesses if they found a benefit from us having one."	"Our DORA has not had any impact on our budget. We had a group offer to pay for the signage if we put their logo on the sign and have only had to pay for a small number of cups before getting the Chamber of Commerce on board for handling all future orders. No additional police patrol has been necessary."	"We faced more negative feedback through this process than we typically encounter from the public, and it was a split vote on city council. This topic seems to be divisive, but in the end our council decided that the potential benefits outweighed the negatives that could come along."	"There are no current metrics that have been established to show the economic impact."
Hillsboro	6,492	2023	County seat of Highland County, Ohio. Approximately 35 miles west of Chillicothe and 50 miles east of Cincinnati.	Lauren Walker, Economic Development Coordinator: lwalker@hillsboroohio.net	https://www.hillsboroohio.net/egov/apps/document/center.egov?view=item&id=1933	24	Thursday-Saturday 3pm-10pm	3	16	"Zero incidents"	"Our establishments can generate reports from selling the DORA cups, but we have not asked them to as of yet. It did spur development and interest in buildings in the boundary area. So right now it is hard to measure impact - other than positive feedback, it being utilized during events (which if it is being utilized than it is making an impact to that business) which otherwise without the DORA, those sales would not be there. With council being conservative, the times set are not business friendly to day time shopping events. Business owners are asking for council to extend days and hours of the DORA."	"We had council members and public who were very hesitant to the idea. We ended up having to negotiate times/days and boundaries with council in order to get this passed, bt now we are proposing an expansion of days/times and boundaries. We have had zero complaints, zero PD calls, zero issues. All of our council members are on board now. They have seen the outcome to events like farmers market, Christmas events, street events with bands, fun shopping events, etc. It is part of Ohio tourism and DORA trails can be found on the states tourism page Ohio, The Heart of it All. We know times are changing, and with the city's comprehensive plan we are implementing what the citizens have decided for the future of the ity. Don't sell yourself short and do it right the first time. Every city we spoke to and Chief of Police said they were happy to speak with any council member and they have zero incidences."	
Germantown	5,803	2023	In Montgomery County and part of the Dayton metropolitan area.	Will Parsons, Community Relations Manager: wparsons@germantown.oh.us	https://germantown.oh.us/dora	29	Thursday-Sunday 4:00PM-10:00PM	3	12 allow DORA beverages	"We have not had any major incidents. We worked with the Police Department ahead of time to make sure they understood the DORA rules and would have officers present during events it will be most utilized. We also worked with the bar owners in advance to make sure they understood the tules. They were provided with FAQ sheets to help remind them and their staffs."	"There is not much of an ongoing budget impact. We did not need to greatly increase the police presence."	"We have had basically no issues with our DORA. We mostly see it used during local events. One thing that has been useful is having organizations apply for temporary permits during events, for examples, we had a group set up a beer tent in one of our parks that is within our DORA during movie night events. In Ohio, a temporary permit that is within a DORA automatically qualifies for DORA status as well."	"Unfortunately I do not."

Other City Poda Boundaries

Charleston PODA:

City Center:



Elk City PODA:



Capitol Market:



Bridge Road PODA:



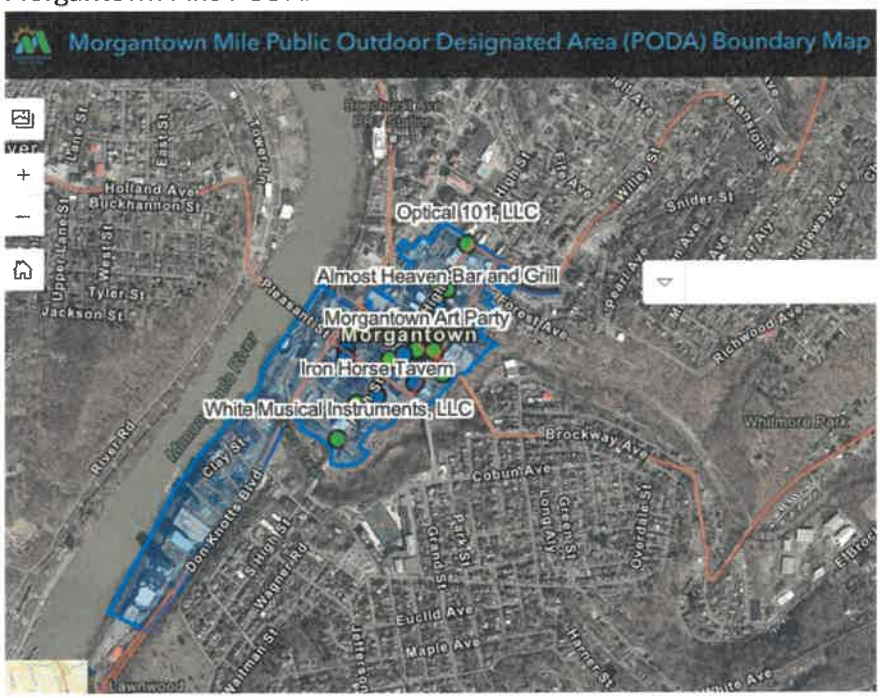
Huntington PODA:

*Shows NEW expansion to PODA

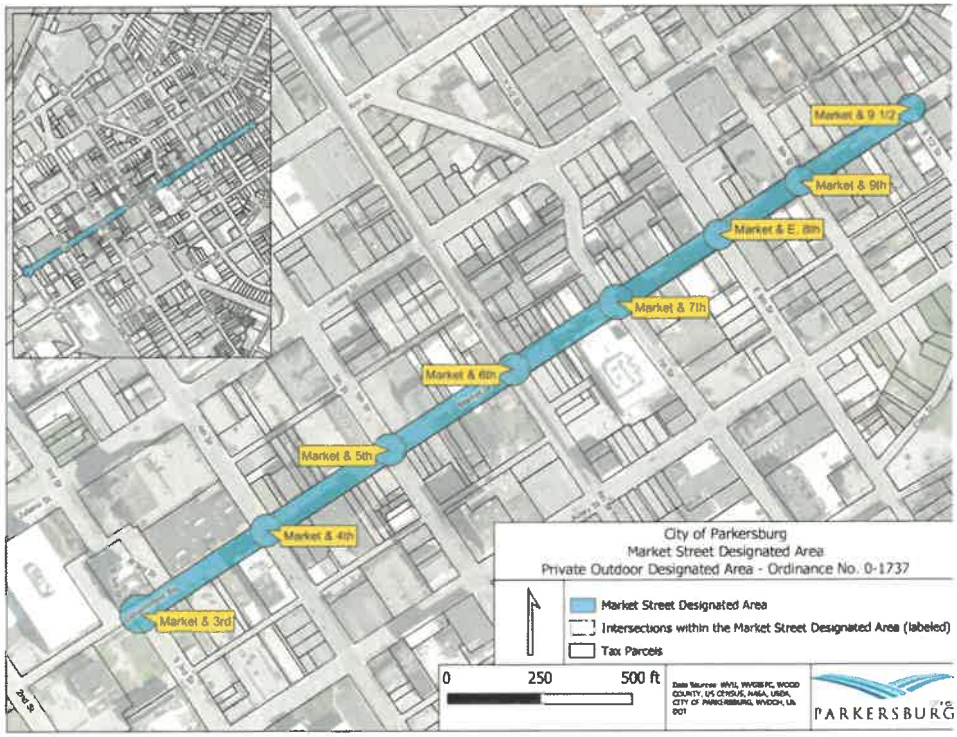


Williamson PODA: One Mile – No Map Available Yet

Morgantown Mile PODA:



Parkersburg PODA:



Pros

makes easier/encourages (mainly by bypassing the ABC to involve alcohol in any way)

Collaboration between businesses

downtown events (smaller events, one offs) both street events (block parties) and localized events inside of businesses

Booking performing and visual artists downtown (live music etc)

More walking traffic and perceived vibrancy

Public Safety Pros

Protecting the ABC licenses of our existing businesses by not having to constantly monitoring patrons who try to sneak drinks outside (particularly during events)

Allowing patrons to more slowly and safely consume a beverage as opposed to chugging a drink really quick so that they can return to an event that does not have an ABC license

Allowing trained staff to evaluate each patron individually upon each individual drink purchase to avoid overserving and overconsumption

Other Pros

Increased sales for licensed businesses and participating partners

Increased commercial real estate values downtown for buildings that can house restaurants and taverns (scarcity)

Differentiating ourselves from other business districts in the immediate area thus creating increased demand downtown from these sort of businesses

Cons

Any extra costs and labor associated with adhering this program to state regs. (signage, trash cans, increased police presence etc)

public confusion regarding public consumption rules and what, when and where it is ok (public education and outreach)

extra work or costs associated with other businesses participating or NOT participating in the program and educating the businesses on the rules

Possible negative feedback from citizens and other groups regarding public consumption (also see public education)

public safety regarding downtown traffic and pedestrian crossings and any real or perceived increase in risk associated

Any extension of poda in residential, school or churches will possibly cause some negative feedback

the larger the geographic area and the more random and inconsistent the times and dates of PODA will lead to an increase in many of the cons listed above IMO

Charles Town Police Department

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Phone: (304) 725-2714 • Fax: (304) 725-6753 • Email: ckutcher@charlestownwv.us
Chief Christopher A. Kutcher

To: **John Nissel, City Manager**

PODA Committee

From: **Chris Kutcher, Chief of Police**

Date: **August 12, 2024**

Re: **Proposed Charles Town PODA District – PODA impacts relating to the quality of life, safety and welfare of Charles Town residents and visitors.**

1. Regardless of whether or not the City's Open Container Ordinance 521.06(a)(8) and Drinking in Public 521.06(a)(2) are waived, the following state laws and city ordinances will remain applicable:

West Virginia State Code	City of Charles Town Ordinances
60-6-9 – Public Intoxication	Article 521.06(a)(1) – Public Intoxication
11-16-19(a) – Underage Drinking	521.08(a) – Underage Drinking
17C-5-2 – DUI Impaired Driving	Article 333.01 – Driving under the Influence
17C-5D-3(a&b) – Open Container in vehicle	Article 334.02(b) – Open Container in Vehicle
61-6-1(b) – Disorderly Conduct	Article 509.01(a) – Disorderly Conduct 509.04 – Disturbing the Peace, Fighting in Public, & Urinating in Public
61-8-9 – Indecent Exposure	Article 517.07 – Indecent Exposure
61-3B-3(a) - Trespassing	Article 533.02(c) – Trespassing
22-15A-4(a)(1) – Littering	533.07(a) - Littering
N/A	Article 527.01(a) – Noise Control

2. The following are general safety, City personnel engagement, and logistic concerns:
    a. Safety of pedestrians/participants walking through town on sidewalks (tripping hazards); crossing streets (risk of pedestrian and vehicle conflict), trespassing on others property and traversing over railroad crossings.

b. Lighting concerns, especially if the PODA extends out of the downtown district.

c. Increased duties for an already very busy City Maintenance Dept – maintaining a PODA sanitation plan, for example.

d. Pursuant to WV State Code 8-12-26(b)(8), the estimated number of personnel needed to ensure public safety and efficient operations in the private outdoor designated area. This PODA requirement will necessitate increased duties for Charles Town Police Department (CTPD) personnel. Currently CTPD does not have the personnel resources to deploy an officer in the proposed PODA district for long periods of time. Meeting this requirement will negatively impact on CTPD response to other areas of Charles Town.

3. Should the City decide to implement PODA in Charles Town, at a minimum I recommend:

   a. Increase the number of authorized certified police officer to 19. (Note: Basic salary for a new certified police officer is $56,061.00, which does not included benefits, and equipment.)

   b. Increase the CTPD overtime budget, particularly while CTPD is recruiting, training additional officers, and filling shifts. (Note: CTPD's average basic OT rate is $52.00 per hour and this cost could outweigh any benefits of the PODA program.)

CHARLES TOWN POLICE DEPARTMENT

CRASH DATA INVOLVING MOTOR VEHICLES AND PEDISTRIANS

OCTOBER 2019 TO OCTOBER 2024

Incident	Nature	Reported	Location	Accident Information
100 Blk N Mildred St (TOTAL - 6)				
21CT03612	MVANoInjury	18:52:09 05/09/21	100 Blk N Mildred St	2 Vehicles/Minor Damage/No Injury
22CT01479	MVANoInjury	13:54:02 03/02/22	N Mildred & E Washington St	2 Vehicles/No Damage/Report/No Injury
22CT01537	MVANoInjury	18:54:06 03/04/22	N Mildred & E Washington St	2 Vehicles/Minor Damage/No Injury
23CT10441	MVAHitRun	13:30:13 11/27/23	100 Blk N Mildred St	2 Vehicles/minor damage/no report/No Injury
24CT03386	MVANoInjury	22:38:13 03/29/24	N Mildred & E Washington St	2 Vehicles/Minor Damage/No Report/No Injury
24CT06192	MVANoInjury	13:28:16 06/13/24	N Mildred & E Washington St	2 Vehicles/Minor Damage/No Report/No Injury
200 Blk N Mildred St (TOTAL - 2)				
20CT02348	MVAHitRun	19:55:19 03/12/20	N Mildred & E North St	2 Vehicles/Disabling Damage/No Injury
24CT07498	MVAHitRun	05:45:49 07/17/24	211 N Mildred St	2 Vehicles/Functional Damage/No Injury
300 Blk N Mildred St (TOTAL - 1)				
20CT01180	MVANoInjury	09:11:04 02/04/20	301 N Mildred St	2 Vehicles/Minor Damage/No Report/No Injury
100 Blk N Samuel St (TOTAL - 11)				
20CT05439	MVAInjury	14:54:56 07/28/20	N Samuel & E Liberty St	2 Vehicles/Disabling Damage/Possible Injury
20CT08984	MVANoInjury	12:32:05 12/16/20	N Samuel & E Washington St	2 Vehicles/Minor Damage/No Injury
21CT04358	MVANoInjury	13:32:28 06/10/21	N Samuel & E Liberty St	2 Vehicles/Disabling Damage/No Injury
22CT00757	MVANoInjury	14:46:33 02/02/22	N Samuel & E Washington St	2 Vehicles/Functional Damage/No Injury
22CT01082	MVAFluidsOnly	13:11:31 02/15/22	N Samuel & E Liberty St	2 Vehicles/Disabling Damage/No Injury
23CT01938	MVANoInjury	15:01:51 03/07/23	N Samuel & E Washington St	2 Vehicles/Functional Damage/No Injury
23CT02918	MVANoInjury	11:31:22 04/08/23	N Samuel & E Liberty St	2 Vehicles/Minor Damage/No Report/No Injury
23CT10597	MVANoInjury	15:09:16 12/01/23	N Samuel & E Washington St	2 Vehicles/Minor Damage/No Report/No Injury
24CT01493	MVANoInjury	11:42:36 02/10/24	N Samuel & E Liberty St	2 Vehicles/Functional Damage/No Injury
24CT04050	MVANoInjury	19:04:07 04/16/24	N Samuel & E Washington St	2 Vehicles/Minor Damage/No Report/No Injury
24CT05460	MVANoInjury	15:22:04 05/24/24	N Samuel & E Washington St	3 Vehicles/Disabling Damage/No Injury

200 Blk N Samuel St (TOTAL - 1)				
21CT04029	MVAFluidsOnly	09:15:26 05/26/21	N Samuel & E North St	2 Vehicles/Disabling Damage/Possible Injury
200 Blk N George St (TOTAL - 9)				
19CT08286	MVANoInjury	17:54:07 10/16/19	N George & W North St	1 Vehicle/1 Pedestrian in Crosswalk/No Damage/Non-Incapacitating Injury/Vehicle at fault for failure to yield to pedestrian in crosswalk
20CT05912	MVANoInjury	12:03:38 08/17/20	222 N George St	Box truck struck a sign
21CT05170	MVANoInjury	14:44:30 07/14/21	N George & E North St	2 Vehicles/Minor Damage/No Report/No Injury
21CT06119	MVANoInjury	09:37:46 08/24/21	212 N George St	Unoccupied vehicle rolled into another unoccupied vehicle
21RN10741	MVAUnknown	23:01:02 11/26/21	222 N George St	Ranson worked it - unknown
22CT08023	MVANoInjury	20:43:08 11/18/22	N George & E North St	2 Vehicles/Functional Damage/No Injury
23CT01932	MVANoInjury	12:05:08 03/07/23	N George & E North St	2 Vehicles/Functional Damage/No Injury
23CT06731	MVANoInjury	11:25:17 08/19/23	222 N George St	SUV collided with Mobility Scooter in crosswalk
24CT00862	MVANoInjury	16:26:28 01/25/24	222 N George St	2 Vehicles/Minor Damage/No Injury
100 Blk N George St (TOTAL - 24)				
19CT08614	MVANoInjury	07:51:58 10/28/19	N George & W Washington St	2 Vehicles/Minor Damage/No Report/No Injury
19CT08849	MVANoInjury	10:20:55 11/04/19	110 N George St	Vehicle 1 rear ended Vehicle 2/No Report/No Injury
19CT09251	MVANoInjury	18:54:14 11/16/19	N George & W Washington St	2 Vehicles/Disabling Damage/No Injury
20CT00470	MVANoInjury	03:10:37 01/12/20	N George & E Washington St	2 Vehicles/Disabling Damage/No Injury
20CT01898	MVAHitRun	12:13:46 02/26/20	N George & E Washington St	Three vehicles (one of the three left the scene)/minor damage/No Injury
20CT03715	MVANoInjury	15:40:43 05/19/20	N George & E Liberty St	2 Vehicles/Functional Damage/No Injury
20CT05615	MVAHitRun	11:12:33 08/04/20	100 Blk N George St	Vehicle 1 backed into Vehicle 2 and left the scene/minor damage/No Injury
20CT05814	MVANoInjury	17:03:57 08/12/20	N George & E Liberty St	2 Vehicles/Minor Damage/No Report/No Injury
20CT07425	MVANoInjury	11:24:41 10/13/20	N George & E Liberty St	2 Vehicles/Functional Damage/No Injury
20CT07704	MVAInjury	10:51:32 10/23/20	N George & E Washington St	1 Vehicle/1 Pedestrian/No Damage/Incapacitating Injury/Pedestrian was in a crosswalk but did not utilize the crosswalk signal button, pedestrian at fault.
21CT06355	MVANoInjury	11:33:13 09/01/21	N George & W Washington St	1 Vehicle/Flat Tire/No Damage/No Report/No Injury
21CT06845	MVANoInjury	11:04:29 09/22/21	N George & E Liberty St	2 Vehicles/Minor Damage/No Injury
21CT07343	MVAHitRun	11:23:31 10/12/21	N George & E Washington St	2 Vehicles/Minor Damage/No Injury
22CT01534	MVANoInjury	16:20:31 03/04/22	N George & W Washington St	1 Vehicle, 1 Bus/Minor Damage/No Report/No Injury
22CT03049	MVANoInjury	19:19:23 05/02/22	N George & W Washington St	2 Vehicles/Disabling Damage/No Injury

22CT05980	MVANoInjury	09:42:32 08/26/22	N George & W Washington St	2 Vehicles/Functional Damage/No Injury
22CT08334	MVAInjury	18:27:38 12/05/22	N George & W Washington St	Vehicle vs pedestrian - Pedestrian left the scene and was not located/No Damage to Vehicle
23CT03347	MVANoInjury	18:15:16 04/24/23	N George & E Washington St	2 Vehicles/Minor Damage/No Report/No Injury
23CT06022	MVAHitRun	10:50:57 07/26/23	N George & W Washington St	1 Vehicle/Functional Damage/No Injury
23CT08810	MVANoInjury	15:21:43 10/13/23	N George & W Liberty St	2 Vehicles/Functional Damage/No Injury
23CT10562	MVANoInjury	20:48:33 11/30/23	N George & W Washington St	2 Vehicles/Disabling Damage/No Injury
23CT11099	MVANoInjury	17:09:46 12/14/23	N George & W Washington St	2 Vehicles/Disabling Damage/No Injury
23CT11339	MVANoInjury	08:27:52 12/21/23	N George & W Liberty St	2 Vehicles/Functional Damage/No Injury
24CT00821	MVANoInjury	16:39:58 01/24/24	N George & W Liberty St	2 Vehicles/Minor Damage/No Report/No Injury
100 Blk N Charles St (TOTAL - 5)				
19CT09391	MVANoInjury	12:41:08 11/21/19	W Liberty & N Charles St	2 Vehicles/Functional Damage/No Injury
21CT05381	MVAInjury	22:54:22 07/24/21	100 Blk N Charles St	2 Vehicles/Minor Damage/No Report/No Injury
22CT04162	MVANoInjury	13:24:24 06/12/22	N Charles & W Washington St	2 Vehicles/Minor Damage/No Injury
23CT08807	MVANoInjury	13:55:09 10/13/23	111 N Charles St	2 Vehicles/Minor Damage/No Injury
24CT06822	MVANoInjury	16:03:36 06/29/24	N Charles & W Washington St	Vehicle Damaged by City Water Pipe/No report/No Injury
100 Blk N Lawrence St (TOTAL - 15)				
19CT08565	MVANoInjury	10:50:55 10/26/19	N Lawrence & W Liberty St	2 Vehicles/Functional Damage/No Injury
19CT10501	MVANoInjury	19:13:52 12/29/19	N Lawrence & W Liberty St	2 Vehicles/Disabling Damage/No Injury
20CT01086	MVANoInjury	16:52:11 02/01/20	N Lawrence & W Liberty St	2 Vehicles/Functional Damage/No Injury
20CT06402	MVANoInjury	18:17:34 09/06/20	N Lawrence & W Liberty St	2 Vehicles/Minor Damage/No Injury
20CT08071	MVANoInjury	17:34:45 11/05/20	N Lawrence & W Liberty St	2 Vehicles/Minor Damage/No Injury
21CT03445	MVANoInjury	19:05:11 05/01/21	N Lawrence & W Liberty St	2 Vehicles/Disabling Damage/No Injury
21CT07127	MVANoInjury	17:28:31 10/01/21	N Lawrence & W Liberty St	2 Vehicles/Functional Damage/No Injury
21CT08561	MVANoInjury	09:00:50 12/03/21	N Lawrence & W Liberty St	Minor Damage/No Report/No Injury
22CT04246	MVANoInjury	18:04:36 06/15/22	N Lawrence & W Liberty St	2 Vehicles/Functional Damage/No Injury
22CT05474	MVANoInjury	12:57:59 08/05/22	N Lawrence & W Liberty St	2 Vehicles/Functional Damage/No Injury
23CT01303	MVANoInjury	15:48:28 02/15/23	N Lawrence & W Liberty St	3 Vehicles/Functional Damage/No Injury
23CT07212	MVANoInjury	14:35:06 09/01/23	N Lawrence & W Liberty St	Minor Damage/No Report/No Injury
23CT08217	MVANoInjury	13:36:32 09/27/23	N Lawrence & W Liberty St	2 Vehicles/Functional Damage/No Injury
24CT04685	MVANoInjury	16:41:26 05/03/24	N Lawrence & W Liberty St	2 Vehicles/Functional Damage/No Injury
24CT08104	MVANoInjury	15:27:11 08/01/24	W Washington & N Lawrence St	2 Vehicles/Functional Damage/No Injury

100 Blk N West St (TOTAL - 22)				
19CT08374	MVANoInjury	23:04:01 10/19/19	W Washington & N West St	2 Vehicles/Disabling Damage/No Injury
19CT09902	MVANoInjury	12:55:59 12/10/19	W Washington & N West St	2 Vehicles/Disabling Damage/No Injury
19CT10059	MVANoInjury	18:31:07 12/15/19	W Washington & N West St	2 Vehicles/Disabling Damage/Possible Injury
19CT10244	MVANoInjury	16:19:46 12/21/19	W Liberty & N West St	2 Vehicles/Minor Damage/No Injury
20CT00971	MVAHitRun	18:27:30 01/29/20	W Washington & N West St	Vehicle side swiped another vehicle/No Report/No Injury/Possible Dementia patient
20CT01312	MVANoInjury	10:09:07 02/07/20	W Washington & N West St	2 Vehicles/Disabling Damage/No Injury
20CT02586	MVANoInjury	05:00:07 03/25/20	W Washington & N West St	2 Vehicles/Minor Damage/No Injury
20CT04582	MVANoInjury	10:43:59 06/23/20	W Washington & N West St	Minor Damage/No Report/No Injury
20CT06061	MVAHitRun	15:48:47 08/24/20	W Washington & N West St	2 Vehicles/Functional Damage/Medical Condition Not related to Crash
20CT08360	MVANoInjury	15:38:43 11/17/20	W Washington & N West St	2 Vehicles/Minor Damage/No Injury
20CT08608	MVANoInjury	10:32:54 11/28/20	W Washington & N West St	Minor Damage/No Report/No Injury
21CT06988	MVANoInjury	14:26:20 09/26/21	W Washington & N West St	2 Vehicles/Minor Damage/No Injury
22CT05560	MVANoInjury	16:39:57 08/10/22	W Washington & N West St	2 Vehicles/Functional Damage/No Injury
22CT06039	MVANoInjury	12:09:47 08/29/22	W Washington & N West St	2 Vehicles/Disabling Damage/No Injury
22CT06698	MVANoInjury	17:55:47 09/23/22	W Washington & N West St	2 Vehicles/Minor Damage/No Injury
22SP02764	MVANoInjury	14:41:17 12/20/22	W Washington & N West St	WVSP worked it - unknown information
23CT03920	MVANoInjury	15:20:08 05/15/23	W Washington & N West St	2 Vehicles/Functional Damage/No Injury
23CT03935	MVANoInjury	07:05:28 05/16/23	W Washington & N West St	2 Vehicles/Functional Damage/No Injury
23CT05693	MVANoInjury	06:46:18 07/14/23	W Washington & N West St	2 Vehicles/Minor Damage/No Injury
24CT02888	MVANoInjury	11:41:38 03/16/24	W Washington & N West St	2 Vehicles/Functional Damage/No Injury
24CT03335	MVANoInjury	15:02:42 03/28/24	W Washington & N West St	2 Vehicles/Minor Damage/No Injury
24CT07191	MVANoInjury	14:09:33 07/08/24	W Washington & N West St	2 Vehicles/Functional Damage/No Injury
100 W Liberty St (TOTAL - 2)				
19CT09878	MVANoInjury	16:08:43 12/09/19	113 W Liberty St	2 Vehicles/Functional Damage/No Injury
22CT07936	MVANoInjury	11:37:17 11/15/22	100 Blk W Liberty St	2 Vehicles/Functional Damage/No Injury

200 W Liberty St (TOTAL - 3)				
24CT07233	MVAInjury	13:00:29 07/09/24	200 Blk W Liberty St	2 Vehicles/Disabling Damage/Medical Condition Not related to Crash
21CT04802	MVANoInjury	17:12:29 06/29/21	210 W Liberty St	2 Vehicles/Disabling Damage/No Injury
24CT08643	MVAPed	13:29:04 08/17/24	200 Blk W Liberty St	1 Vehicle/1 Juvenile/Vehicle vs pedestrian/Non-Incapacitating Injury/Juvenile attempted to cross the street where no crosswalk exists. Juvenile at fault for failing to yield to oncoming traffic. Juvenile transport to hospital by mother.
300 W Liberty St (TOTAL - 2)				
21CT08310	MVAHitRun	22:04:15 11/19/21	310 W Liberty St	2 Vehicles/Minor Damage/No Injury
19SO24063	MVANoInjury	04:39:54 12/14/19	312 W Liberty St	JCSO worked it - unknown information
100 E North St (TOTAL - 1)				
22CT07878	MVAInjury	18:10:41 11/11/22	E North & N George St	1 Vehicle/1 Pedestrian/Minor Damage/Non-Incapacitating Injury/Pedestrian was legally crossing the street in a marked crosswalk/Pedestrian walked to JMC. Vehicle at fault for Failure to Yield to Pedestrian in Crosswalk.
100 W. Washington St (TOTAL - 12)				
21CT06590	MVANoInjury	18:17:48 09/10/21	100 Blk W Washington St	3 Vehicles/Functional Damage/No Injury
23CT05003	MVANoInjury	10:18:39 06/21/23	100 Blk W Washington St	2 Vehicles/Minor Damage/No Injury
21CT08240	MVANoInjury	10:21:40 11/17/21	101 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
22CT04855	MVANoInjury	15:22:33 07/08/22	106 W Washington St	2 Vehicles/No Report/No Damage/No Injury
24CT00341	MVANoInjury	13:20:23 01/10/24	113 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
22CT02251	MVANoInjury	15:16:02 04/01/22	115 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
23CT08072	MVANoInjury	20:54:09 09/22/23	116 W Washington St	2 Vehicles/Functional Damage/No Injury
24CT08244	MVAHitRun	12:47:42 08/06/24	121 W Washington St	2 Vehicles/Functional Damage/No Injury
20CT01134	MVANoInjury	09:41:59 02/03/20	121 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
21CT05772	MVANoInjury	12:14:33 08/11/21	129 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
23CT00777	MVANoInjury	12:59:39 01/29/23	129 W Washington St	2 Vehicles/Functional Damage/No Injury
22CT01046	MVANoInjury	11:35:00 02/13/22	W Washington & S George St	2 Vehicles/Minor Damage/No Injury

200 W. Washington St (TOTAL - 15)				
24CT07392	MVANoInjury	14:41:16 07/13/24	200 Blk W Washington St	2 Vehicles/Disabling Damage/No Injury
21CT03029	MVANoInjury	12:47:39 04/14/21	206 W Washington St	2 Vehicles/Minor Damage/No Injury
20CT06062	MVANoInjury	17:20:00 08/24/20	216 W Washington St	2 Vehicles/Functional Damage/No Injury
20CT01938	MVAHitRun	16:57:12 02/27/20	218 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
23CT00463	MVAHitRun	11:37:00 01/18/23	224 W Washington St	2 Vehicles/Minor Damage/No Injury
19CT10217	MVAHitRun	14:45:56 12/20/19	225 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
20CT06181	MVANoInjury	14:30:26 08/29/20	225 W Washington St	2 Vehicles/Minor Damage/No Injury
23CT06734	MVANoInjury	14:03:24 08/19/23	225 W Washington St	1 Vehicles/No Damage/No Injury/Struck a city light pole
22CT01988	MVAHitRun	16:56:10 03/21/22	227 W Washington St	2 Vehicles/No Report/No Damage/No Injury
20CT06178	MVANoInjury	13:54:46 08/29/20	230 W Washington St	3 Vehicles/Disabling Damage/No Injury
22SP00610	MVAHitRun	19:01:56 03/21/22	231 W Washington St	WVSP worked it - unknown information
21CT08026	MVAHitRun	10:54:19 11/09/21	238 W Washington St	2 Vehicles/Minor Damage/No Injury
22CT03236	MVAInjury	21:22:18 05/09/22	238 W Washington St	2 Vehicles/Disabling Damage/Non-Incapacitating Injury
19CT08124	MVANoInjury	15:38:21 10/10/19	238 W Washington St	2 Vehicles/Functional Damage/No Injury
20CT07880	MVANoInjury	11:59:40 10/31/20	W Washington & S Charles St	2 Vehicles/Functional Damage/No Injury
300 W. Washington St (TOTAL - 32)				
22CT03527	MVANoInjury	15:23:12 05/20/22	300 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
22CT03418	MVAHitRun	14:11:57 05/16/22	309 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
22CT03471	MVANoInjury	19:06:45 05/18/22	311 W Washington St	2 Vehicles/Functional Damage/No Injury
20CT03855	MVAHitRun	06:57:52 05/26/20	321 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
19CT10415	MVANoInjury	16:01:34 12/26/19	321 W Washington St	2 Vehicles/Minor Damage/No Injury
20CT02135	MVANoInjury	07:50:52 03/05/20	321 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
21CT07729	MVANoInjury	19:16:34 10/28/21	321 W Washington St	2 Vehicles/Disabling Damage/No Injury
22CT00366	MVANoInjury	12:28:02 01/18/22	321 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
23CT04169	MVANoInjury	11:52:18 05/24/23	321 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
23CT04535	MVANoInjury	11:14:01 06/05/23	321 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
22CT02276	MVAFluidsOnly	18:27:44 04/02/22	328 W Washington St	2 Vehicles/Disabling Damage/No Injury
20CT05929	MVAHitRun	14:51:49 08/18/20	328 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
21CT01005	MVAHitRun	13:32:00 02/09/21	328 W Washington St	1 Vehicle/No Report/Minor Damage/No Injury/Possibly happened at a different location
21CT01059	MVAHitRun	16:07:27 02/10/21	328 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
23CT05782	MVAHitRun	11:43:41 07/17/23	328 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
24CT09773	MVAHitRun	15:50:05 09/18/24	328 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury

24CT02759	MVAInjury	18:53:23 03/12/24	328 W Washington St	2 Vehicles/Disabling Damage/Non-Incapacitating Injury
20CT01359	MVANoInjury	17:15:38 02/08/20	328 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
21CT03040	MVANoInjury	16:14:21 04/14/21	328 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
21CT05530	MVANoInjury	18:52:12 07/30/21	328 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
22CT07516	MVANoInjury	15:49:33 10/26/22	328 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
24CT02458	MVANoInjury	15:38:44 03/04/24	328 W Washington St	2 Vehicles/No Report/Minor Damage/No Injury
19CT10095	MVANoInjury	07:31:40 12/17/19	W Washington & N West St	2 Vehicles/Functional Damage/No Injury
22CT00938	MVANoInjury	16:11:54 02/09/22	W Washington & S Fritts Way	2 Vehicles/Functional Damage/No Injury
19CT10439	MVANoInjury	15:06:37 12/27/19	W Washington & S Lawrence St	2 Vehicles/Disabling Damage/No Injury
20CT07859	MVANoInjury	12:20:30 10/30/20	W Washington & S Lawrence St	2 Vehicles/Minor Damage/No Injury
24CT08697	MVANoInjury	12:52:35 08/19/24	W Washington & S Lawrence St	2 Vehicles/Minor Damage/No Injury
23CT05540	MVAInjury	09:53:05 07/09/23	W Washington & S West St	1 Vehicle/1 Motorized Bicycle/Functional Damage/Non-Incapacitating Injury/Bicycle ran into back of parked vehicle and was found at fault/Bicyclist at fault/Refused Medical Transportation
20CT00840	MVANoInjury	05:12:51 01/25/20	W Washington & S West St	2 Vehicles/Minor Damage/No Injury
20CT01548	MVANoInjury	15:20:47 02/14/20	W Washington & S West St	2 Vehicles/No Report/No Damage/No Injury
21CT05142	MVANoInjury	13:46:38 07/13/21	W Washington & S West St	2 Vehicles/Functional Damage/No Injury
22CT02419	MVANoInjury	12:24:02 04/09/22	W Washington & S West St	2 Vehicles/No Report/Minor Damage/No Injury
100 E Washington St (TOTAL - 10)				
21CT05644	MVANoInjury	14:24:19 08/05/21	101 E Washington St	2 Vehicles/Disabling Damage/No Injury
21CT08204	MVANoInjury	19:29:37 11/15/21	101 E Washington St	2 Vehicles/Disabling Damage/No Injury
19CT09649	MVAHitRun	14:49:18 11/30/19	110 E Washington St	2 Vehicles/Functional Damage/No Injury
19CT09575	MVANoInjury	10:52:27 11/28/19	111 E Washington St	2 Vehicles/Minor Damage/No Injury
21CT07058	MVANoInjury	13:52:11 09/29/21	111 E Washington St	2 Vehicles/No Report/Minor Damage/No Injury
24CT01282	MVAHitRun	13:11:33 02/05/24	111 E Washington St	2 Vehicles/Incident Report/Functional Damage/No Injury
24CT05698	MVAHitRun	13:41:12 05/31/24	111 E Washington St	2 Vehicles/No Report/Minor Damage/No Injury
24CT09901	MVAHitRun	18:24:26 09/21/24	111 E Washington St	Vehicle(s) gone upon arrival of the officer
20CT04966	MVANoInjury	17:00:17 07/08/20	115 E Washington St	2 Vehicles/Disabling Damage/No Injury
19CT08616	MVANoInjury	09:50:10 10/28/19	E Washington & S George St	2 Vehicles/Functional Damage/No Injury
200 E Washington St (TOTAL - 16)				
22CT03127	MVAHitRun	12:12:34 05/05/22	200 E Washington St	2 Vehicles/No Report/Minor Damage/No Injury
21CT08256	MVAFluidsOnly	09:45:08 11/18/21	215 E Washington St	1 Vehicle/Disabling Damage/No Injury
23CT10512	MVANoInjury	17:11:59 11/29/23	215 E Washington St	2 Vehicles/No Report/Minor Damage/No Injury

20CT03279	MVANoInjury	17:50:27 05/02/20	220 E Washington St	2 Vehicles/No Report/Minor Damage/No Injury
22CT03903	MVANoInjury	18:34:43 06/02/22	220 E Washington St	1 Vehicle/No Report/Minor Damage/Possible Medical Condition
21CT03531	MVANoInjury	21:47:35 05/05/21	222 E Washington St	1 Vehicle/Functional Damage/No Injury
19CT10058	MVAHitRun	18:08:59 12/15/19	E Washington & S Mildred St	2 Vehicles/Incident Report w/ Arrest/No Injury
20CT01445	MVANoInjury	11:56:03 02/11/20	E Washington & S Mildred St	2 Vehicles/Disabling Damage/No Injury
20CT04813	MVANoInjury	13:32:13 07/03/20	E Washington & S Mildred St	2 Vehicles/Functional Damage/No Injury
20CT08090	MVANoInjury	10:50:38 11/06/20	E Washington & S Mildred St	2 Vehicles/No Report/Minor Damage/No Injury
21CT01901	MVANoInjury	13:00:15 03/10/21	E Washington & S Mildred St	2 Vehicles/No Report/Minor Damage/No Injury
22CT01987	MVANoInjury	15:56:52 03/21/22	E Washington & S Mildred St	2 Vehicles/Minor Damage/No Injury
23CT05161	MVANoInjury	16:04:09 06/27/23	E Washington & S Mildred St	2 Vehicles/Functional Damage/No Injury
23CT08408	MVANoInjury	09:27:01 10/03/23	E Washington & S Mildred St	2 Vehicles/No Report/No Damage/No Injury
19CT09857	MVAHitRun	12:23:28 12/08/19	E Washington & S Samuel St	2 Vehicles/Minor Damage/No Injury
23CT02917	MVAFluidsOnly	10:54:43 04/08/23	E Washington & S Samuel St	2 Vehicles/Disabling Damage/No Injury

Accident Type	Number of Accidents
MVAFluidsOnly	5
MVAHitRun	31
MVAInjury	9
MVANoInjury	142
MVAPed	1
MVAUnknown	1
TOTAL ACCIDENTS	189
Accidents Involving Pedistrians	5
Accidents Involving Bicyclist	1

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1148: Property Acquisition - Possible Executive Session

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1130: BR2024-12: Bond Reduction Request for Stone Spring Phase 1

Proposed Motion: Approve the bond reduction request in the amount of $4,112,286.49 for the Stone Spring housing development Phase 1 from $5,230,776.66 to $1,118,490.17

ATTACHMENTS:

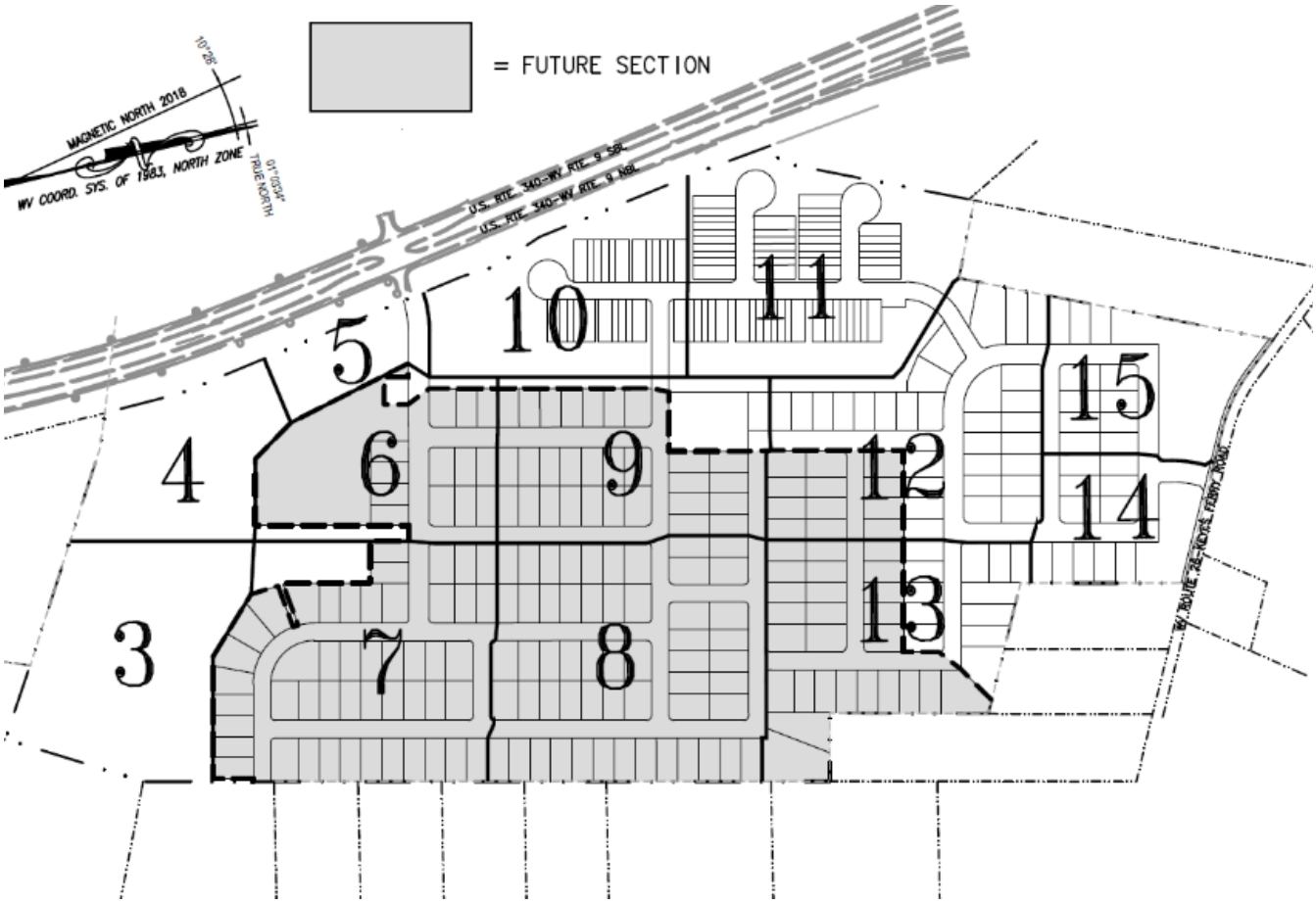
- 1. Staff Report.pdf
- 2. Application.pdf
- 3. Cost Sheet.pdf
- 4. KH Review.pdf

Bond Redution Request
BR2024-12

Date: For the November 18, 2024 City Council meeting
Applicant: Stanley Martin Homes LLC
Report by: James Newman, City Planner, Zoning/Subdivision Administrator.
Proposal: A bond reduction in the amount of $4,112,286.49

Stone Spring Development Phase 1

Phase 1 is sections is comprised of all sections in white as shown below



BACKGROUND

The applicant, Stanley Martin Homes LLC, has submitted a bond reduction request for the Stone Spring housing development Phase 1. The applicant is requesting a bond reduction from $5,230,776.66 to $1,118,490.17. This amount will cover both performance bond issues (road paving, street lights, etc.) and land disturbance requirements (such as silt fencing).

Upon review of the request the City Engineer, Kimley-Horn, has determined that the bond reduction amount is a reasonable request based on the work completed thus far.

Bonds shall be required for public and other physical Improvements to be constructed under an approved Final S/LD Application. Such Improvements shall include, without limitation, Road, curb, gutter, sidewalk, trails, storm Drainage, traffic signalization and control, water and sanitary sewer infrastructure, and any other site-related Improvements required by the City of Charles Town for vehicular and pedestrian ingress and egress, for public access roadways, for Structures necessary to insure stability of critical slopes, for necessary utilities, and for Stormwater Management Facilities.

BOND COMMITTEE

At their October 8, 2024 meeting, the City's Bond Committee discussed the application and recommend approval of the proposed reduction.

PLANNING COMMISSION

The Planning Commission reviewed this item at their October 28, 2024 meeting. Following discussion the Commission recommended approval of the bond reduction request.

RECOMMENDATION

Approval.

STANLEY MARTIN HOMES

RECEIVED
AUG 13 2024
BY: VB

August 12, 2024

Mr. James Newman, City Planner and Zoning Administrator
City of Charles Town, WV
101 E. Washington Street
Charles Town, WV 25414

RE: Stone Spring
(BOND #1001177792)
Performance Bond Reduction Request

Dear Mr. Newman,

Stanley Martin Homes hereby requests the reduction of the subject performance bond. The Bond value is currently $ 5,230,776.66. Yet the value of the remaining work, inclusive of Contingency, and the 4% Inflation Factor, is $1,118,490.17, as shown in the attached Bond Estimate. We request a bond reduction in the amount of $ 4,112,286.49.

Please find enclosed documentation in support of this request:

1. Executed City of Charles Town Bond Request and Reduction form
2. Bond Estimate of remaining work, from Integrity Federal Services, our Civil Engineer.
3. Consent of Surety documentation to the reduction, from the Surety provider
4. Inspection Reports for the work have been uploaded for Town Staff.

Upon your review of this letter and supporting documents, should you have any questions or require additional information, please do not hesitate to contact me at 703-636-9232.

Thank you for your attention to this matter.

Sincerely,

Steve Weber
Sr. Land Entitlement Manager

Bond Request No. 1

BOND REQUEST AND REDUCTION

To assist the Subdivision Administrator in the review of a Bond Request Application, the Applicant must utilize this form to supply the City with the information prescribed under Article 1335 and Section 1332 of the Subdivision and Land Development Ordinance. The submission of this form, along with the prescribed information and required fees, shall serve as the Applicant's Bond Request Application as required by Ordinance Article 1335.

1. DATE August 8, 2024

2. APPLICATION TYPE ☐ Bond | Initiation ☒ Bond | Reduction

☐ Bond | Reallocation ☐ Bond | Release**

3. PROJECT NAME Stone Spring Subdivision - Phase 1

Address intersection of Stone Spring Road and Keyes Ferry Road

4. APPLICANT'S NAME* Stanley Martin Homes

Address 14200 Park Meadow Drive, Suite 100 North, Chantilly, VA 20151

Telephone Number (703) 636-9232 Fax Number ( )

Email Address AmesME@stanleymartin.com

5. PROPERTY OWNER'S NAME Stanley Martin Homes

Address 14200 Park Meadow Drive, Suite 100 North, Chantilly, VA 20151

Telephone Number (703) 636-9232 Fax Number ( )

Email Address AmesME@stanleymartin.com

*Applicants include: Property owner(s), Engineer(s), Surveyor(s), or Consultant(s)

**Requires a Public Hearing and landscaping surety for one year after release

Bond Request No. 1

6. DESCRIPTION OF REQUETED INITIATION, REDUCTION, OR RELEASE:

Phase 1 construction has been completed through the installation of base asphalt.

This request is for a commensurate reduction of the Performance Bond.

7. A) CURRENT BOND AMOUNT $ 5,230,776.00

B) PROPOSED BOND AMOUNT $ 1,118,490.17

8. PARCEL INVENTORY: (List all parcels that are part of this application):

Tax Map No.	Parcel No.	Deed Book	Page No.	Zoning District
15	1	1306	427	03

9. PARCEL HISTORY: (List all pending or previously approved applications on the subject parcels inventoried above, including previous plat applications if this application is an amendment)

Application No.	Project Name and Phase	Status	Approval Date

10. BOND RELEASE ATTACHMENTS.

The following shall be included with this request:

A. To the extent not previously submitted pursuant to bond reduction request, copies of inspection and test reports if work was inspected and tested by a third-party inspector.

B. Certification that all bonded Improvements, other than Improvements accepted by West Virginia Department of Highways (WVDOH), have been completed in accordance with the approved plans, profiles, and specifications and the requirements of any applicable manual. For Improvements to be accepted for maintenance by WVDOH, such Certification shall state that the Improvements have been installed and inspected in accordance with WVDOH's requirements.

C. A copy of the City-approved As-Built Drawings as required for facilities within public rights-of-way or Easements submitted pursuant to Section 1332.10 of this Ordinance.

Date of As-Builts _____ Prepared By _____

D. A letter from a Professional Engineer or Professional Land Surveyor certifying that property corners and Monuments have been set as required under this Ordinance.

E. Documentation of acceptance by WVDOH for public roadways and rights-of-way, or a maintenance and indemnification agreement and bond approved by the Planning Commission for public roadways that have been completed in accordance with WVDOH standards but which, due to factors other than their quality of construction, are not eligible for acceptance by WVDOH.

F. For private roadways, a letter of acceptance by the entity responsible for maintenance and a Latent Defects Indemnification Agreement and Bond in accordance with this Section.

G. Private Roadway Maintenance Bonds. Before a Performance Agreement and surety for private roadway construction shall be released, a Latent Defects Indemnification Agreement and Bond shall be provided by the applicant/Developer and approved by the Planning Commission. The guarantee provided by such Agreement and Bond must be for a period of two (2) years following the date of performance bond release, and must be in an amount equal to no less than 5% of the original performance bond estimate in accordance with Section 1335.07 (F) of the Subdivision Ordinance.

H. Landscaping Surety. Surety is required to ensure the landscaping shown on the Major S/LD plans is maintained for one (1) year. The one (1) year shall start from the date at which the surety for the site has been released, with the exception of this landscaping surety. The landscaping surety amount shall not be less than $5,000.00 or 10% of the total landscaping cost for the project, which every is greater.

Bond Request No. 1

APPLICANT CERTIFICATION

I certify that, to the best of my knowledge, the submitted information and statements are true and correct. I also certify that I have received and read Article 1335 of the S/LD Ordinance.

Signature of Applicant _____ Date 8/8/24

Signature of Property Owner (If different than Applicant) _____ Date 8/8/24

Please submit an original completed Application, 1 digital copy and 1 paper copy of the As-Built Plans (if applicable) to the following:

Subdivision Administrator
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Please also send a copy of the completed Application as well as the As-Builts to the following:

Hatch/Chester Engineers
Attn: Elizabeth Adamowicz
705 Quince Orchard Road, Suite 310
Gaithersburg, MD 20878

FOR CITY USE ONLY

Application Number:_____ Date Application Received:_____

Fee: $_____ Check No._____

Receipt No._____

Site Inspection Date:_____ Inspector:_____

Subdivision Administrator Approval:_____ Date:_____

Engineer Approval:_____ Date:_____

Planning Commission Approval:_____ Date:_____

City Council Approval:_____ Date:_____

Comments:_____

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BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
30" X 19" (24" Equiv-RCP III)								
0' – 10' Cut	LF	$90.00		$0.00				
10' – 16' Cut	LF	$130.00		$0.00				
Add Cost for Class IV	LF	$5.95		$0.00				
O-Ring	LF	$43.35		$0.00				
38" X 24" (30" Equiv-RCP III)								
0' – 10' Cut	LF	$120.00		$0.00				
10' – 16' Cut	LF	$167.50		$0.00				
Add Cost for Class IV	LF	$8.45		$0.00				
O-Ring	LF	$51.35		$0.00				
45" X 29" (36" Equiv-RCP III)								
0' – 10' Cut	LF	$165.00		$0.00				
10' – 16' Cut	LF	$235.00		$0.00				
Add Cost for Class IV	LF	$11.35		$0.00				
O-Ring	LF	$53.35		$0.00				
53" X 34" (42" Equiv-RCP III)								
0' – 12' Cut	LF	$210.00		$0.00				
10' – 18' Cut	LF	$300.00		$0.00				
Add Cost for Class IV	LF	$15.35		$0.00				
O-Ring	LF	$58.95		$0.00				
72"								
0' – 12' Cut	LF	$255.00	307	$78,285.00	307	$78,285.00	100%	
10' – 18' Cut	LF	$375.00		$0.00				
Add Cost for Class IV	LF	$18.35	307	$5,633.45	307	$5,633.45	100%	
O-Ring	LF	$69.95		$0.00				
HDPE PIPE								
8" Pipe								
0'-8' Cut	LF	$28.65		$0.00				
8'-14' Cut	LF	$43.15		$0.00				

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ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
12" Pipe									
0'-8' Cut	LF	$38.95		$0.00					
8'-14' Cut	LF	$57.75		$0.00					
15" Pipe									
0'-8' Cut	LF	$50.25	2718	$136,579.50		2718	$136,579.50	100%	
8'-16' Cut	LF	$74.85		$0.00					
18" Pipe									
0'-8' Cut	LF	$66.00	520	$34,320.00		520	$34,320.00	100%	
8'-16' Cut	LF	$98.55	213	$20,991.15		213	$20,991.15	100%	
24" Pipe									
0'-8' Cut	LF	$76.90	238	$18,302.20		238	$18,302.20	100%	
8'-16' Cut	LF	$115.25		$0.00					
30" Pipe									
0'-8' Cut	LF	$91.33	1000	$91,330.00		990	$90,416.70	99%	
8'-16' Cut	LF	$137.27		$0.00					
36" Pipe									
0'-8' Cut	LF	$101.68	666	$67,718.88		666	$67,718.88	100%	
8'-16' Cut	LF	$152.33	35	$5,331.55		35	$5,331.55	100%	
42" Pipe									
0'-8' Cut	LF	$113.99	134	$15,274.66		134	$15,274.66	100%	
8'-16' Cut	LF	$171.00		$0.00					
48" Pipe									
0'-8' Cut	LF	$129.55		$0.00					
8'-16' Cut	LF	$195.66		$0.00					
STORM STRUCTURES									
END SECTIONS									
End Section (ES-1), Concrete Pipe Size									
15"	EA	$485.00	1	$485.00		1	$485.00	100%	

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ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
18"	EA	$565.00	2	$1,130.00		2	$1,130.00	100%	
21"	EA	$645.00		$0.00					
24"	EA	$755.00		$0.00					
27"	EA	$1,065.00		$0.00					
30"	EA	$1,195.00	1	$1,195.00		1	$1,195.00	100%	
36"	EA	$1,765.00	1	$1,765.00		1	$1,765.00	100%	
42"	EA	$1,795.00	1	$1,795.00		1	$1,795.00	100%	
48"	EA	$2,135.00		$0.00					
54"	EA	$2,795.00		$0.00					
60"	EA	$3,455.00	2	$6,910.00					
ENDWALLS									
EW-1(Pre-cast) Round Pipe Size									
15"	EA	$800.00	1	$800.00		1	$800.00	100%	
18"	EA	$1,337.00		$0.00					
24"	EA	$2,021.00		$0.00					
30"	EA	$2,133.00	1	$2,133.00					
36"	EA	$2,366.00	8	$18,928.00		8	$18,928.00	100%	
EW-1 Cast in Place [Round Pipe Size]									
15"	EA	$852.00		$0.00					
18"	EA	$1,053.00		$0.00					
24"	EA	$1,495.00		$0.00					
30"	EA	$2,144.00		$0.00					
36"	EA	$2,383.00		$0.00					
EW-1A (Pre-Cast) Elliptical Pipe Size									
23" X 14" (18")	EA	$695.00		$0.00					
30" X 19" (24")	EA	$969.00		$0.00					
38" X 24" (30")	EA	$1,165.00		$0.00					
45" X 29" (36")	EA	$1,445.00		$0.00					

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ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Aporoved
53" X 34" (42")	EA	$1,840.00		$0.00				
EW-1A (Cast in Place) Elliptical Pipe Size								
23" X 14" (18")	EA	$667.00		$0.00				
30" X 19" (24")	EA	$939.00		$0.00				
38" X 24" (30")	EA	$1,247.00		$0.00				
45" X 29" (36")	EA	$1,618.00		$0.00				
53" X 34" (42")	EA	$2,109.00		$0.00				
EW-2 (PreCast) Round Pipe Size								
42"	EA	$5,445.00		$0.00				
48"	EA	$5,695.00		$0.00				
54"	EA	$6,660.00		$0.00				
60"	EA	$7,140.00	8	$57,120.00	8	$57,120.00	100%	
72"	EA	$7,990.00	6	$47,940.00	6	$47,940.00	100%	
84"	EA	$9,490.00		$0.00				
EW-2 (Cast in Place) Round Pipe Size								
42"	EA	$4,723.00		$0.00				
48"	EA	$6,039.00		$0.00				
54"	EA	$6,972.00		$0.00				
60"	EA	$8,179.00		$0.00				
72"	EA	$10,713.00		$0.00				
84"	EA	$12,288.00		$0.00				
(EW-6PC) [Double Pipe] Pipe Size								
2-15"	EA	$999.00		$0.00				
2-18"	EA	$1,235.00		$0.00				
2-24"	EA	$1,510.00		$0.00				
2-30"	EA	$2,165.00		$0.00				
2-36"	EA	$2,647.00		$0.00				
			MANHOLES					

BOND ESTIMATE						BOND REDUCTION		City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Standard Brick Manhole Std Frame & Cover (MH-1)								
6' Depth	EA	$3,750.00	5	$18,750.00	5	$18,750.00	100%	
Depth below 6'	VF	$163.00	11	$1,793.00	11	$1,793.00	100%	
Standard Precast Manhole Std Frame & Cover (MH-2)								
6' Depth	EA	$3,100.00		$0.00				
Depth below 6'	VF	$177.00		$0.00				
Additional Cost (Amounts in parentheses to be added to the above unit costs)								
Watertight Fr/Cover (Add 110)	EA	$579.00		$0.00				
Heavy Duty Fr/Cover (Add 82)	EA	$599.00		$0.00				
			DROP INLETS					
Cast in Place 48"								
Drop Inlet (DI-1) 12" – 24" Pipe0-10 VF	EA	$3,697.00		$0.00				
Drop Inlet (DI-1A) 12" – 24" Pipe 10-20 VF	EA	$5,593.00	3	$16,779.00	3	$16,779.00	100%	
Drop Inlet (DI-2) 12" – 24" Pipe0-10 VF, 10' throat	EA	$6,911.00		$0.00				
Drop Inlet (DI-2A) 12" – 24" Pipe 10-20 VF, 10' throat	EA	$8,833.00		$0.00				
			CURB DROP INLETS					
Curb Drop Inlet (DI-3A)								
12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length 2'-6"	EA	$4,088.00		$0.00				
Curb Drop Inlet (DI-3AA)								
12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length 2'-6"	EA	$5,357.00		$0.00				
Curb Drop Inlet (DI-3B & DI-12) 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length								
4'	EA	$4,279.00		$0.00				

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ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
6'	EA	$4,573.00	39	$178,347.00	39	$178,347.00	100%	
8'	EA	$4,889.00	10	$48,890.00	10	$48,890.00	100%	
10'	EA	$5,052.00	11	$55,572.00	11	$55,572.00	100%	
12'	EA	$5,227.00	7	$36,589.00	7	$36,589.00	100%	
16'	EA	$5,543.00		$0.00				
20'	EA	$5,859.00		$0.00				
Curb Drop Inlet (DI-3BB) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length								
4'	EA	$4,276.00		$0.00				
6'	EA	$4,848.00		$0.00				
8'	EA	$5,429.00		$0.00				
10'	EA	$5,732.00		$0.00				
12'	EA	$6,011.00		$0.00				
16'	EA	$6,296.00		$0.00				
20'	EA	$6,599.00		$0.00				
Curb Drop Inlet (DI-3C) 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length								
6'	EA	$4,013.00		$0.00				
8'	EA	$4,588.00		$0.00				
10'	EA	$4,893.00		$0.00				
12'	EA	$5,178.00		$0.00				
16'	EA	$5,766.00		$0.00				
20'	EA	$6,339.00		$0.00				
Curb Drop Inlet (DI-3CC) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length								
6'	EA	$4,746.00		$0.00				
8'	EA	$5,293.00		$0.00				
10'	EA	$5,627.00		$0.00				
12'	EA	$5,988.00		$0.00				
16'	EA	$6,772.00		$0.00				
20'	EA	$7,465.00		$0.00				

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ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
Curb Drop Inlet (DI-3D)									
12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length 2'-6"	EA	$3,633.00		$0.00					
Curb Drop Inlet (DI-3DD)									
12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length 2'-6"	EA	$4,367.00		$0.00					
Curb Drop Inlet (DI-3E) 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length									
4'	EA	$4,093.00		$0.00					
8'	EA	$4,756.00		$0.00					
10'	EA	$5,724.00		$0.00					
12'	EA	$5,833.00		$0.00					
16'	EA	$6,072.00		$0.00					
20'	EA	$6,709.00		$0.00					
Curb Drop Inlet (DI-3EE) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length									
6'	EA	$7,562.00		$0.00					
8'	EA	$7,869.00		$0.00					
10'	EA	$7,999.00		$0.00					
12'	EA	$8,166.00		$0.00					
16'	EA	$8,471.00		$0.00					
20'	EA	$8,767.00		$0.00					
Curb Drop Inlet (DI-3F) 12"-30" Pipe Inlet Length (Invert Depth (H)=0'-8')									
6'	EA	$3,765.00		$0.00					
8'	EA	$4,419.00		$0.00					
10'	EA	$4,749.00		$0.00					
12'	EA	$5,085.00		$0.00					
16'	EA	$5,742.00		$0.00					
20'	EA	$6,395.00		$0.00					
Curb Drop Inlet (DI-3FF) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length									

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ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
6'	EA	$8,077.00		$0.00					
8'	EA	$8,288.00		$0.00					
10'	EA	$8,480.00		$0.00					
12'	EA	$8,669.00		$0.00					
16'	EA	$9,047.00		$0.00					
20'	EA	$9,446.00		$0.00					
Curb Drop Inlet (DI-4A) 36"–48" Pipe (Invert Depth (H)=0'-8') Inlet Length									
4'	EA	$4,868.00		$0.00					
Curb Drop Inlet (DI-4AA) 36"–48" Pipe (Invert Depth (H)=0'-8') Inlet Length									
4'	EA	$6,817.00		$0.00					
Curb Drop Inlet (DI-4B) 36"-48" Pipe (Invert Depth (H) =0'-8') Inlet Length									
6'	EA	$5,172.00		$0.00					
8'	EA	$5,499.00		$0.00					
10'	EA	$5,698.00		$0.00					
12'	EA	$5,870.00		$0.00					
16'	EA	$6,221.00		$0.00					
20'	EA	$6,571.00		$0.00					
Curb Drop Inlet (DI-4BB) 36"-48" Pipe (Invert Depth (H) =8'-20') Inlet Length									
6'	EA	$10,292.00		$0.00					
8'	EA	$10,643.00		$0.00					
10'	EA	$10,810.00		$0.00					
12'	EA	$10,974.00		$0.00					
16'	EA	$11,309.00		$0.00					
20'	EA	$11,669.00		$0.00					
Curb Drop Inlet (DI-4C) 36"-48" Pipe (Invert Depth (H) =0'-8') Inlet Length									
8'	EA	$5,612.00		$0.00					
10'	EA	$5,794.00		$0.00					
12'	EA	$5,968.00		$0.00					
16'	EA	$6,315.00		$0.00					

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ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
20'	EA	$6,657.00		$0.00				
Curb Drop Inlet (DI-4CC) 36"-48" Pipe (Invert Depth (H) =8'-20') Inlet Length								
8'	EA	$13,371.00		$0.00				
10'	EA	$13,693.00		$0.00				
12'	EA	$14,097.00		$0.00				
16'	EA	$14,712.00		$0.00				
20'	EA	$15,365.00		$0.00				
Curb Drop Inlet (DI-4D)								
36"-48" Pipe (Invert Depth (H) =0'-8') Inlet Length 4'	EA	$4,933.00		$0.00				
Curb Drop Inlet (DI-4DD)								
36"-48" Pipe (Invert Depth (H) =8'-16') Inlet Length 4'	EA	$9,455.00		$0.00				
Curb Drop Inlet (DI-4E) 36"-48" Pipe (Invert Depth (H) =0'-8') Inlet Length								
6'	EA	$5,267.00		$0.00				
8'	EA	$5,605.00		$0.00				
10'	EA	$5,896.00		$0.00				
12'	EA	$6,233.00		$0.00				
16'	EA	$6,996.00		$0.00				
20'	EA	$7,695.00		$0.00				
Curb Drop Inlet (DI-4EE) 36"-48" Pipe (Invert Depth (H) =8'-16') Inlet Length								
6'	EA	$9,165.00		$0.00				
8'	EA	$9,495.00		$0.00				
10'	EA	$9,839.00		$0.00				
12'	EA	$10,167.00		$0.00				
16'	EA	$10,838.00		$0.00				
20'	EA	$11,483.00		$0.00				
Curb Drop Inlet (DI-4F) 36"-48" Pipe Inlet Length (Invert Depth (H)=0'-8')								

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ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
8'	EA	$5,877.00		$0.00				
10'	EA	$6,209.00		$0.00				
12'	EA	$6,568.00		$0.00				
16'	EA	$7,259.00		$0.00				
20'	EA	$7,963.00		$0.00				
Curb Drop Inlet (DI-4FF) 36"-48" Pipe (Invert Depth (H) =8'-16') Inlet Length								
8'	EA	$8,866.00		$0.00				
10'	EA	$9,147.00		$0.00				
12'	EA	$9,435.00		$0.00				
16'	EA	$9,997.00		$0.00				
20'	EA	$10,584.00		$0.00				
Median Drop Inlets - CIP								
Median Drop Inlet **(DI-6A)** 12"-24" Pipe Inlet (H=8')	EA	$4,205.00		$0.00		$0.00		
Median Drop Inlet **(DI-6B)** 12"-24" Pipe Inlet (H=8')	EA	$4,267.00		$0.00		$0.00		
Median Drop Inlet **(DI-6C)** 30"-48" Pipe Inlet (H=10')	EA	$5,589.00		$0.00		$0.00		
Median Drop Inlet **(DI-6D)** 30"-48" Pipe Inlet (H=10')	EA	$5,692.00		$0.00		$0.00		
Median Drop Inlet **(DI-7)** Type III Top 12"-42" Pipe Inlet (H=10')	EA	$5,748.00		$0.00		$0.00		
Median Drop Inlet **(DI-7A)** Type III Top 12"-42" Pipe Inlet (H=10')	EA	$6,338.00		$0.00		$0.00		
Median Drop Inlet **(DI-7B)** Type III Top 12"-42" Pipe Inlet (H=10')	EA	$6,797.00		$0.00		$0.00		

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MISCELLANEOUS INLETS								
Ditch Drop Inlet, **(DI-5)** Type III Tip 12"-42" Pipe Inlet (H=8')	EA	$5,226.00		$0.00				
Standard Yard Inlet **(YI-1)** 12"-48" Pipe (Invert Depth (H)=0'-8') Inlet Length 4'(No Aprons)	EA	$4,749.00		$0.00				
Add Yard Inlet Apron	THROAT	$255.00		$0.00				
Standard Yard Inlet **(YI-3)** 12"-48" Pipe (Invert Depth (H)=0'-8') Inlet Length 4'(No Aprons)	EA	$5,127.00		$0.00				
Add Yard Inlet Apron	THROAT	$255.00		$0.00				
CULVERTS								
Single Box Culvert (BC-1A) Fills to 25'								
4' X 4'	LF	$336.00		$0.00				
5' x 5"	LF	$410.00		$0.00				
6' X 6'	LF	$498.00		$0.00				
8' X 8'	LF	$699.00		$0.00				
10' X 10'	LF	$845.00		$0.00				
Double Box Culvert (BC-2b) Fills to 25'								
4' X 4'	LF	$566.00		$0.00				
5' x 5"	LF	$705.00		$0.00				
6' X 6'	LF	$854.00		$0.00				
8' X 8'	LF	$1,148.00		$0.00				
10' X 10'	LF	$1,411.00		$0.00				
Oversized Single Box Culvert (BBC-1) Fills to 25'								

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12' X 6'	LF	$1,026.00		$0.00				
12' X 8'	LF	$1,144.00		$0.00				
12' X 10'	LF	$1,239.00		$0.00				
12' X 12'	LF	$1,348.00		$0.00				
Triple Box Culvert (BC-3B) Fills to 25'								
4' X 4'	LF	$779.00		$0.00				
5' x 5"	LF	$965.00		$0.00				
6' X 6'	LF	$1,211.00		$0.00				
8' X 8'	LF	$1,633.00		$0.00				
10' X 10'	LF	$2,488.00		$0.00				
Quadruple Box Culvert (BC-4B) Fills to 25'								
4' X 4'	LF	$987.00		$0.00				
5' x 5"	LF	$1,225.00		$0.00				
6' X 6'	LF	$1,523.00		$0.00				
8' X 8'	LF	$1,497.00		$0.00				
10' X 10'	LF	$2,835.00		$0.00				
Standard Wing for Box Culvert (1 Side Only) Height of Box								
4'	EA	$675.00		$0.00				
5'	EA	$995.00		$0.00				
6'	EA	$1,337.00		$0.00				
8'	EA	$2,489.00		$0.00				
10'	EA	$3,315.00		$0.00				
Standard Wing for Oversized Box Culvert(BBC-W) Height of Box								
6'	EA	$1,351.00		$0.00				
8'	EA	$2,189.00		$0.00				
10'	EA	$3,269.00		$0.00				
12'	EA	$4,763.00		$0.00				
MISCELLANEOUS STORM								

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Connection to Existing Structure								
15"-36" Pipe	EA	$735.00	1	$735.00				
42"- 60" Pipe	EA	$1,125.00		$0.00				
Casing Pipe, Bore and Jack (3/8" wall)								
22" ID (6"-8" Carrier Pipe)	LF	$411.00		$0.00				
24" ID (10" Carrier Pipe)	LF	$451.00		$0.00				
30" ID (12" Carrier Pipe)	LF	$569.00		$0.00				
Plug Pipe								
6" –12" Pipe	EA	$142.00		$0.00				
15"-36" Pipe	EA	$323.00		$0.00				
42"- 60" Pipe	EA	$522.00		$0.00				
Pavement Edge Pipe								
Standard Pipe Underdrain	LF	$19.00		$0.00				
Riprap								
Dry, Class I, 18"	SY	$47.87	957	$45,811.59	220	$10,531.40	23%	
Dry, Class II, 18"	SY	$51.46		$0.00				
Grouted, Class I, 18"	SY	$69.97		$0.00				
Filter Fabric								
Class I	SY	$3.50	957	$3,349.50	220	$770.00	23%	
Class II	SY	$3.00		$0.00				
Class III	SY	$2.25		$0.00				
Gabions (No excavation)								
Mattress	CY	$130.00		$0.00				
Revetment	CY	$164.33		$0.00				
Wall	CY	$212.25		$0.00				
Paved Ditch (4" Thick)								
Concrete (Non-reinforced)	SY	$62.00		$0.00				
Bituminous Concrete(4")	SY	$30.00		$0.00				
Sodded Ditch								

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Sodded Ditch (Incl Fine Grading)	SY	$9.86		$0.00				
STREET CONSTRUCTION								
ROADS AND PARKING								
Soil Stabilization	**Inches**							
Cement 6%	SY/Inch Depth	$2.70		$0.00				
Depth (in Inches):								
Lime 6%	SY/Inch Depth	$1.89		$0.00				
Depth (in Inches):								
Subbase, Aggregated Material								
Base Type I	SY/Inch Depth	$1.75		$0.00				
Depth (in Inches):								
Bituminous Concrete								
Base Course	SY/Inch Depth	$5.59	28,010	$1,252,607.20	28010	$1,252,607.20	100%	
Depth (in Inches):	8							
Intermediate Course	SY/Inch Depth	$5.49	24,292	$400,089.24	24292	$400,089.24	100%	
Depth (in Inches):	3							
Top Course	SY/Inch Depth	$5.49	24,292	$266,726.16				
Depth (in Inches):	2							
Prime Coat	SY	$1.10		$0.00				
Tack Coat	SY	$1.10		$0.00				
Driveway Restoration								
4" Concrete & 4" Gravel	SY	$79.95		$0.00				

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
2" S-5 & 7 6" Gravel	SY	$31.96		$0.00				
Shoulders, Type I								
Aggregated Base, 4"	SY	$11.50	655	$7,532.50	655	$7,532.50	100%	
Concrete Curbing								
Curb & Gutter CG6 & CG7	LF	$22.50	12,492	$281,070.00	12492	$281,070.00	100%	
Curb Cut, CG-12 Detectable Surf.	EA	$569.00	19	$10,811.00				
Entrances/Driveways								
Commercial Entrance CG-11	SY	$52.88		$0.00				
Commercial Entrance CG-13	SY	$64.67		$0.00				
Residential Driveway Apron	SY	$51.79	142	$7,354.18				
Guardrails								
Std. Blocked-out W beam (GR2)	LF	$42.50		$0.00				
Std. W beam, Weak Post GR8	LF	$28.50	1113	$31,720.50				
Terminal, GR-6 (L=12'-6")	EA	$2,929.00		$0.00				
Terminal, GR-7 (L=6'-3")	EA	$2,659.00		$0.00				
Type I, GR-8 Terminal (L=25')	EA	$1,399.00	2	$2,798.00				
Type II, GR-8 Terminal (L=13'-6")	EA	$695.00		$0.00				
Terminal, MB-4 (L=37'-6")	EA	$3,495.00		$0.00				
Type I, MB-5 Terminal (L=27'-1)	EA	$2,925.00		$0.00				
Type II, MB-5 Terminal (L=13'-6)	EA	$1,675.00	2	$3,350.00				
Miscellaneous								
Trash enclosure - Brick 6' high	LF	$325.00		$0.00				
Reinforced Concrete Pad 6" to 8"	SY	$62.00		$0.00				
Striping 4" width (VDOT Type	LF	$2.25		$0.00				

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
B)								
Concrete Wheel Stops	EA	$70.00		$0.00				
Parking Lot Striping	EA	$50.00	24	$1,200.00				
Sign Island	EA	$850.00		$0.00				
Traffic Barricade	LF	$43.45		$0.00				
Street Name Signs	EA	$435.00	17	$7,395.00				
Traffic Control Signs	EA	$375.00	29	$10,875.00				
Street Light (pole, bracket, light)	EA	$4,285.00	20	$85,700.00				
SIDEWALKS AND TRAILS								
Sidewalk								
Concrete 4" w/WWF, No base	SY	$45.23		$0.00				
Bitum. Conc, 2" w/4" Base	SY	$30.00	4,891	$146,730.00				
4" Conc, No Reinf., No Base	SY	$41.00		$0.00				
HANDRAIL								
Handrail 3 Rail 1-1/4" #4 Finish	LF	$96.50		$0.00				
Wood Chip Trail								
Trails(Incl Excavation & Grading) Wood chip, 4' wide	SY	$17.69		$0.00				
Bituminous Trail								
6' to 10' wide	SY	$49.25		$0.00				
CRITICAL SLOPE STABILIZATION								
Paved Flume	SY	$67.00		$0.00				
Stmwtr Conc Channel-Excav	SY	$7.75		$0.00				
ADD Grass Lined-seeded	SY	$5.37		$0.00				
ADD Grass Lined-sodded	SY	$10.89		$0.00				
Outlet Protection								
Non-grouted Riprap 18"	SY	$52.00		$0.00				
Concrete 4"	SY	$53.50		$0.00				

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Level Spreader	SY	$4.44		$0.00				
Struc Streambank Protection								
Non-grouted Riprap 18"	SY	$58.00		$0.00				
Gabions	CY	$147.00		$0.00				
Vegetative Erosion Control								
Sodding incl Fertilizing – Banks	SY	$7.77		$0.00				
Sodding incl Fertilizing – Flat	SY	$5.36		$0.00				
Seeding incl Fertilizing	SY	$2.44		$0.00				
Soding W/Soil Treat & Watering	SY	$3.25		$0.00				
Seeding W/Soil Treat & Watering	SY	$6.46		$0.00				
Straw Mulch w/Tack	SY	$1.40		$0.00				
Jute Mesh	SY	$1.77		$0.00				
			SPECIAL ITEMS					
FEMA Processing LOMR/CLOMR	EA	$7,500.00		$0.00				
As Built (Record Drawings)	EA	$9,500.00	1	$9,500.00				
SWM/BMP POND	LS	See Note 1	1	$125,000.00				
SIGNALIZATION	LS	See Note 2						
Subtotal								

ORIGINAL BOND AMOUNT		$4,572,357.22
LESS COMPLETED WORK	-	$3,594,656.02
REMIANING WORK		$977,701.20
+10% CONTINGENCIES		$1,075,471.32
+4% INFLATION FACTOR		$43,018.85
NEW BOND VALUE		$1,118,490.17

TOTAL ESTIMATE OF COMPLETED WORK:	$ 3,594,656.02	79%	
TOTAL:		$4,572,357.22	
+10% CONTINGENCIES	$	457,235.72	
GRAND TOTAL:	$	5,029,592.94	
+4% INFLATION FACTOR	$	201,183.72	

From: Phillips, Mark
To: Steve J. Weber; James Newman
Subject: RE: Stone Spring Phase 1 Bond Reduction calculation
Date: Wednesday, October 2, 2024 8:49:47 AM

James, I concur with Steve's note below and approval of the bond reduction.

-Mark

Mark R Phillips, P.E. (VA,WV)
Kimley-Horn | 19775 Belmont Executive Plaza, Suite 250, Ashburn, VA 20147
Direct: 703-870-3631 | Mobile: 540-454-6294
Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

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From: Steve J. Weber <WeberSJ@stanleymartin.com>
Sent: Wednesday, October 2, 2024 8:39 AM
To: James Newman <JNewman@charlestownwv.us>; Phillips, Mark <Mark.Phillips@kimley-horn.com>
Subject: FW: Stone Spring Phase 1 Bond Reduction calculation
Importance: High

Good morning, James,

Mark and I spoke this morning to discuss Kimley Horn's Phase 1 Bond Reduction letter. We noted out that Kimley Horn's completed work quantity calculations would suggest a greater bond reduction is warranted than SMH has requested.

Nonetheless, I propose that the bond reduction proceed as requested, such that new bond value will be $1,118,490.00, as noted in all associated correspondence and supporting documentation.

Thank you,

Steve J. Weber
Senior Land Entitlement Manager
STANLEY MARTIN HOMES
14200 Park Meadow Drive, Suite 100, Chantilly, VA 20151
webersj@stanleymartin.com
703-636-9232

From: Steve J. Weber
Sent: Monday, September 30, 2024 3:23 PM

Kimley»Horn

Memorandum

To: Stanley Martin Homes, LLC
12200 Park Meadow Drive,
Suite 100 N Chantilly, VA 20152

From: Mark Phillips, P.E.

Through: James Newman
City of Charles Town
101 E Washington Street
Charles Town, WV 25414

Date: September 27, 2024

Subject: Stone Spring Performance Bond Reduction Request

This memorandum summarizes our review of the Bond Reduction Request for the Stone Spring Subdivision – Phase 1 (dated August 8, 2024, prepared by Stanley Martin Homes). This application request a bond reduction in the amount of $4,112,286.49. The request is based on the work completed to date, which includes significant progress on infrastructure improvements and site development.

Based on our review of the Phase I As-Built plans, dated January 2023, we have the following comments regarding the need to revise the bond estimate and certain quantities to accurately reflect the completed work and any adjustments required:

1. Based on our review of the plans as compared to the bond initiation quantities we request the Applicant review and revise the quantities provided in the bond estimate or clarify the differences. The 4 items below appeared to have large discrepancies between the bond estimate quantity provided and the measured quantity from the plans provided:

Item	Unit	Quantity Provided	Approximate Quantity Measured
15” HDPE Pipe	LF	2,718	4,060
30” HDPE Pipe	LF	1,000	735
36” HDPE Pipe	LF	701	1020
Curb and Gutter CG6 & CG7	LF	12,482	19,595
Bitum. Conc, 2” w/4” Base (Sidewalk)	SY	4,891	7,500

Thank you for the opportunity to review this Bond Reduction Request. Please feel free to contact us at 703-870-3631 should you have any questions.

KIMLEY-HORN & ASSOCIATES, INC.

Mark Phillips, P.E.
Project Manager, Associate

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1132: ZMA2024-03: Ann Street Rezoning - First Read

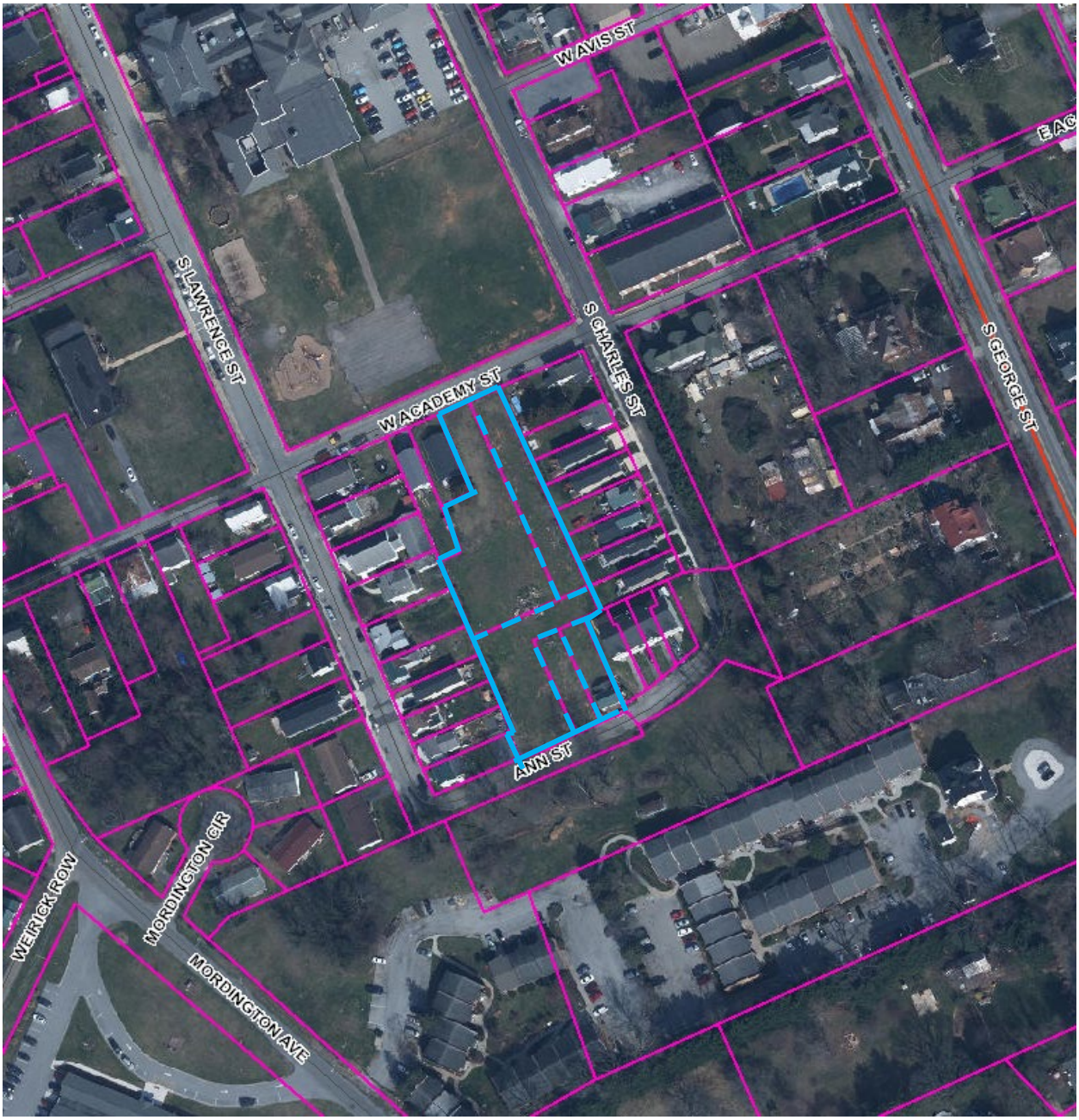
Proposed Motion: Approve the rezoning of approximately .81 acres of land on Ann Street from Old-Town Residential to Planned Unit Development for one single family detached home and nine townhouses.

ATTACHMENTS:

- 1. Staff Report.pdf
- 2. Application.pdf
- 3. Narrative.pdf
- 4. Sketch Plan.pdf
- 5. Landscaping Plan.pdf
- 6. Home Types.pdf

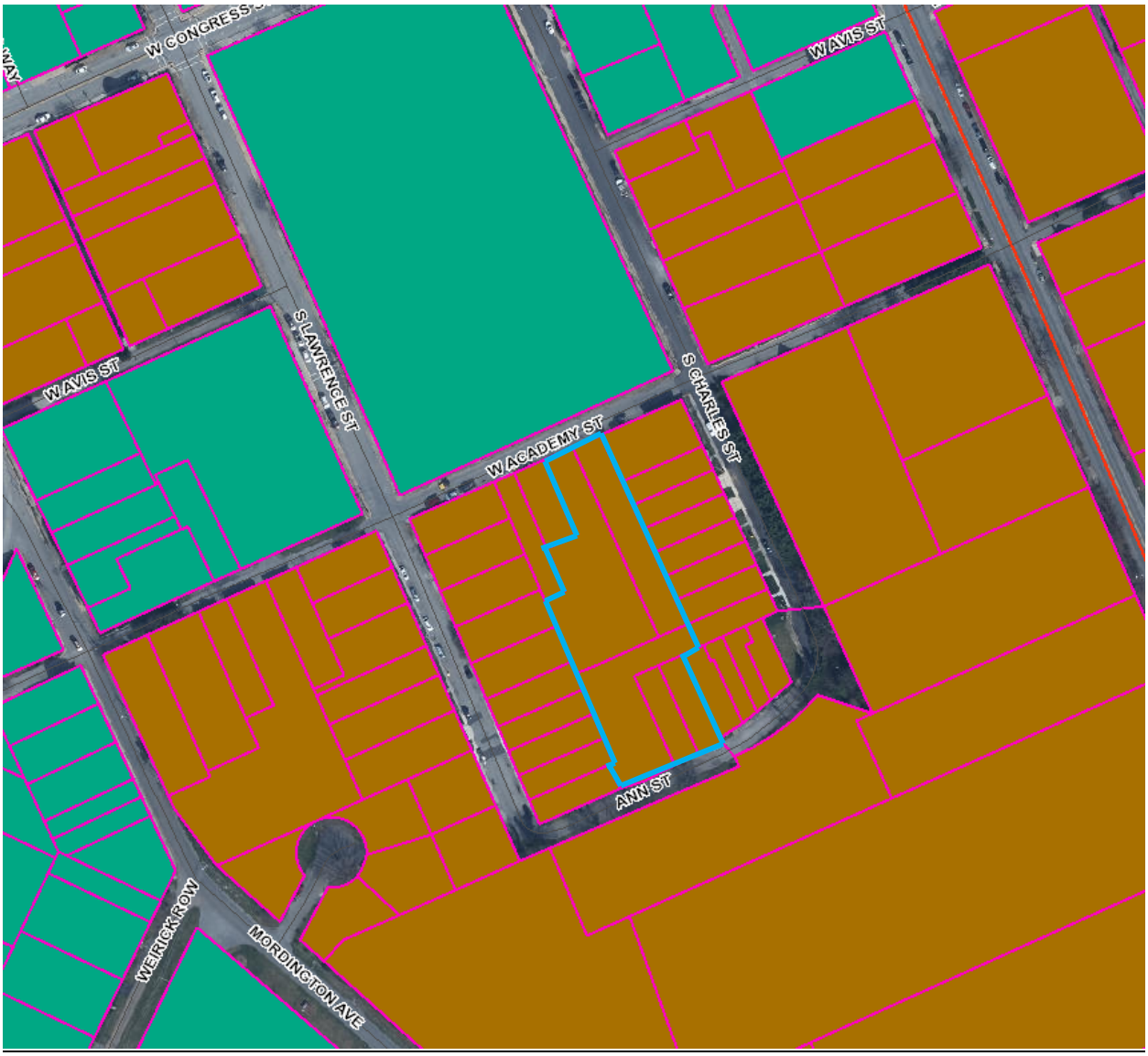
Zoning Map Amendment
ZMA2024-03

Date: For the November 18, 2024 City Council meeting
Applicant: Mark Roper
Property Owner: Mark Roper
Report by: James Newman, City Planner, Zoning/Subdivision Administrator.
Proposal: Rezoning from Old-Town Residential to Planned Unit Development.
Property Location: Between W. Academy Street and Ann Street
Current Zoning: Old Town Residential



PROJECT OVERVIEW

A request to rezone approximately .81 acres/35,290 sq. ft. of land from Old-Town Residential to Planned Unit Development, for one single family detached home and nine townhomes.



ZONING MAP

KEY

Brown – Old-Town Residential

Green – Old-Town Mixed-Use Commercial

PLANNING COMMISSION

The Commission was briefed on this proposal at their August 26, 2024 meeting. Three members of the public spoke. They were generally in favor and had comments about infrastructure, traffic, and landscaping.

A public hearing was held on September 23, 2024. One member of the public spoke in favor, while stating concerns about parking and the need for curbs on the proposed roads. The Commission discussed the request; the plan submitted with the rezoning is a sketch plan with additional details to be reviewed at the preliminary and final plan stages. There were additional concerns about current stormwater runoff on Ann Street and how the project would mitigate their runoff.

Following discussion, the Commission voted to recommend **approval** of the rezoning request.

DEVELOPMENT PURPOSE

The proposed rezoning area is .81 acres, with the intent to turn the parcels into a development with one single family detached dwelling unit and nine townhomes. The existing Old Town Residential Zoning permits single-family detached units by-right and townhomes via a Special Use Permit. The proposed rezoning would permit both uses by-right.

PLANNED UNIT DEVELOPMENT (PUD) OVERVIEW

The Planned Unit Development is a unique zoning district. It acts as a separate Zoning District overlaid on to the existing underlying "fixed" Zoning District(s). The Uses, requirements, and standards approved for the PUD shall take precedence over inconsistent or conflicting provisions applicable to the underlying "fixed" Zoning District(s). In the event the PUD is abandoned or otherwise terminated, the underlying Zoning District(s) shall thereafter apply to the subject land.

The purpose is to **encourage and allow more creative and imaginative design** of land developments **than is possible under district zoning regulations**. Planned Unit Developments are intended to **allow substantial flexibility in planning and designing** a proposal. This flexibility often accrues in the form of relief from compliance with conventional Zoning Ordinance and Subdivision and Land Development Ordinance site and design requirements.

Ideally, this flexibility results in a development that is better planned, that contains **more amenities**, and ultimately a **development that is more desirable to live in** than one produced in accordance with typical Zoning Ordinance and subdivision controls. An intrinsic, and often neglected, premise upon which the approval of a PUD must be conditioned, is that while greater density or more lenient siting requirements may be granted, **the PUD should contain features not normally required of traditional developments**.

The PUD process is also intended to allow Infill Development or development of smaller parcels contiguous with existing developed areas of the City, where it may be appropriate to match existing Lot and block patterns, Street corridors and other existing conditions. **In instances of Infill Development**, particularly smaller parcels, **creative design emphasis** shall be placed **on architectural controls, landscaping and neighborhood compatibility, rather than** subdivision design or the creation of **large Open Spaces or common areas**.

EXISTING DEVELOPMENT CRITERIA

Old Town Residential Development zoning requirements:

Table 1322.11, OT-R District Bulk and Area Regulations

Maximum Density	
Minimum Lot Size	
Existing Lot of Record	No Minimum Lot Size
For Newly Created Lots the Following Standards Shall Apply:	
Single-Family Detached Dwelling	10,000 square feet
Duplex Dwelling	6,000 square feet
Multi-Family Dwelling	20,000 square feet
Townhouse Dwelling	2,000 square feet
Group Home	10,000 square feet
All Other	20,000 square feet
Minimum Lot Width	
Existing Lot of Record	No Minimum Lot Width[3]
Single-Family Detached Dwelling	70 feet
Two-Family Dwelling	80 feet
Duplex Dwelling	40 feet
Multi-Family Dwelling	100 feet
Townhouse Dwelling	18 feet
Group Home	70 feet
All Other	100 feet
Minimum Front Yard Setback	20 feet or Front Setbacks shall vary no more than 10% from the average Setbacks of the three Adjacent Properties to each side.[5]
Minimum Side Yard Setback	10 feet[1]
Minimum Rear Yard Setback	20 feet
Maximum Lot Coverage	70 percent
Minimum Building Height	Minimum = 24 feet or 1.5 stories
Maximum Building Height	35 feet (55 feet for Multi-Family)[2]
Maximum Stories	3 stories (4 stories for Multi-Family)

(1) No Side Yard shall be required adjoining any Lot line that coincides with party-wall in an attached Dwelling or other Use.

(2) Multi-Family: 55 feet, 4 stories

(3) Width of lot shall be determined by ability to meet setbacks when a principle use is located on the lot.

(4) Legal Non-conforming Structures that are destroyed in fires and/or natural disaster are permitted to be rebuilt in their previous area and bulk configuration.

(5) In situations where there are not three (3) contiguous properties to either side of the subject property, where possible, reviewing the front setbacks in the next block on the same side of the street shall be considered. In locations where there are no structures in the contiguous block or if the block pattern change significantly, the intent and spirit of the Zoning Ordinance is to maintain consistency and compatibility within the block where the structure is to be located. Examining the front setbacks across the street from the subject parcel is a reasonable alternative in so much that compatibility within the block is maintained. Discretion in determining the front setback to achieve the character and compatibility resides within the duties of the Zoning Administrator.

PROPOSED DEVELOPMENT CRITERIA

Planned Unit Development proposed zoning requirements:

ANN STREET

DEVELOPMENT STANDARDS	sf	acres	
PROPERTY AREA	35,290	0.81	
PRIVATE ROAD PARCEL	9,246	0.21	
SWM AREA	TBD	0.00	
NET BUILDABLE LAND AREA	26,044	0.60	

DATA TABLE FOR PLANNED UNIT DEVELOPMENT (PUD) ZONING			
SEC. 1322.11 OT-R DISTRICT BULK & AREA REGULATIONS	**MIN. REQUIRED**	**MAX. ALLOWED**	**PROPOSED SFA (SFD)**
EXISTING LOT OF RECORD[4]			
Dwelling Units	N/A	N/A	1
Lot Size (sf)	N/A	N/A	3,394 SF
Lot Width[5] (ft)	N/A	N/A	36'
TOWNHOME LOTS			
Dwelling Units	N/A	N/A	10
Lot Size (sf)	2,000	N/A	2,000
Lot Width (ft)	18	N/A	18
BUILDING SETBACKS			
Front Yard[1,2] (ft)	20	N/A	20
Side Yard[3,6] (ft)	10	N/A	10
Rear Yard (ft)	10	N/A	Lot 1: 27', Lot 2: 11', Lot 3: 10', Lot 4: 29', Lot 5: 26', Lot 6: 23', Lot 7: 11', Lot 8: 20', Lot 9: 21', Lot 10: 21'
BUILDING HEIGHT (ft.)	24 feet or 1.5 stories	35	35
STORIES	N/A	3	3
Lot Coverage (%)	N/A	70	70
3,500 SF per SFA Unit			
SEC. 1333.23(J) & 1333.20(G) OFF-STREET PARKING REQUIREMENTS	**RATE**	**REQUIRED**	**PROPOSED**
TOWNHOME (Per du)			
Off-Street Parking Spaces	1.8	18	12
Additional Street Parking Spaces			
Total Parking Spaces		**18**	**12**
SINGLE FAMILY (Per du)			
Off-Street Parking Spaces	2.0	20	2
Additional Street Parking Spaces			
Total Parking Spaces		**20**	**2**

NOTES

*** Existing Parcel/ Lot

[1] In situations where there are not three (3) contiguous properties to either side of the subject property, where possible, reviewing the front setbacks in the next block on the same side of the street shall be considered.

[2] Front yard setback shall be measured from the face of the curb.

[3] No Side yard shall be required adjoining any Lot line that coincides with party-wall in an attached Dwelling or other Use.

[4] One existing lots of record fronting on W. Academy Street

[5] Width of lot shall be determined by ability to meet setbacks when a principle use is located on the lot.

[6] For Lot 10, a 20' side setback is proposed since it is a corner lot.

CHANGES FROM OT-R REQUIREMENTS

Lot	Front Setback (Feet)	Side Setback (Feet)	Rear Setback (Feet)	Lot Width (Feet)	Minimum Lot Size (Square Feet)
	Provided / Required	Provided / Required	Provided / Required	Provided / Required	Provided / Required
Lot 1	20 / 20	10 /10	27 / 20	36 / 70	3,394 / 10,000
Lot 2	20 / 20	End unit 5 / 10	11 / 20	28.8 / 18	2,540 / 2,000
Lot 3	20 / 20	Internal Unit 0 / 0*	10 / 20	23.3 / 18	1,878 / 2,000
Lot 4	20 / 20	Internal Unit 0 / 0*	29 / 20	23.3 / 18	2,391 / 2,000
Lot 5	20 / 20	Internal Unit 0 / 0*	26 / 20	23.3 / 18	2,404 / 2,000
Lot 6	20 / 20	End unit 5 / 10	23 / 20	28.3 / 18	2,840 / 2,000
Lot 7	20 / 20	End unit 5 / 10	11 / 20	27.4 / 18	2,274 / 2,000
Lot 8	20 / 20	Internal Unit 0 / 0*	20 / 20	24.4 / 18	2,002 / 2,000
Lot 9	20 / 20	Internal Unit 0 / 0*	21 / 20	23.3 / 18	2,005 / 2,000
Lot 10	20 / 20	End unit 10 / 20**	21 / 20	32.4 / 18	3,775 / 2,000

*Internal units do not have a setback requirement for common shared walls
**End unit along a street, treated as a double front.

NEIGHBORHOOD DESIGN

The PUD infill requirements call for **creative design emphasis** which shall be placed on **architectural controls,** as well as **landscaping and neighborhood compatibility.** The following pictures show some of the **existing designs** in the surrounding neighborhood:




423
2024/09/17 10:29:12


429
For Sale
Dandridge Realty Group
2024/09/17 10:29:17




2024/09/17 10:29:40

PROPOSED DESIGNS



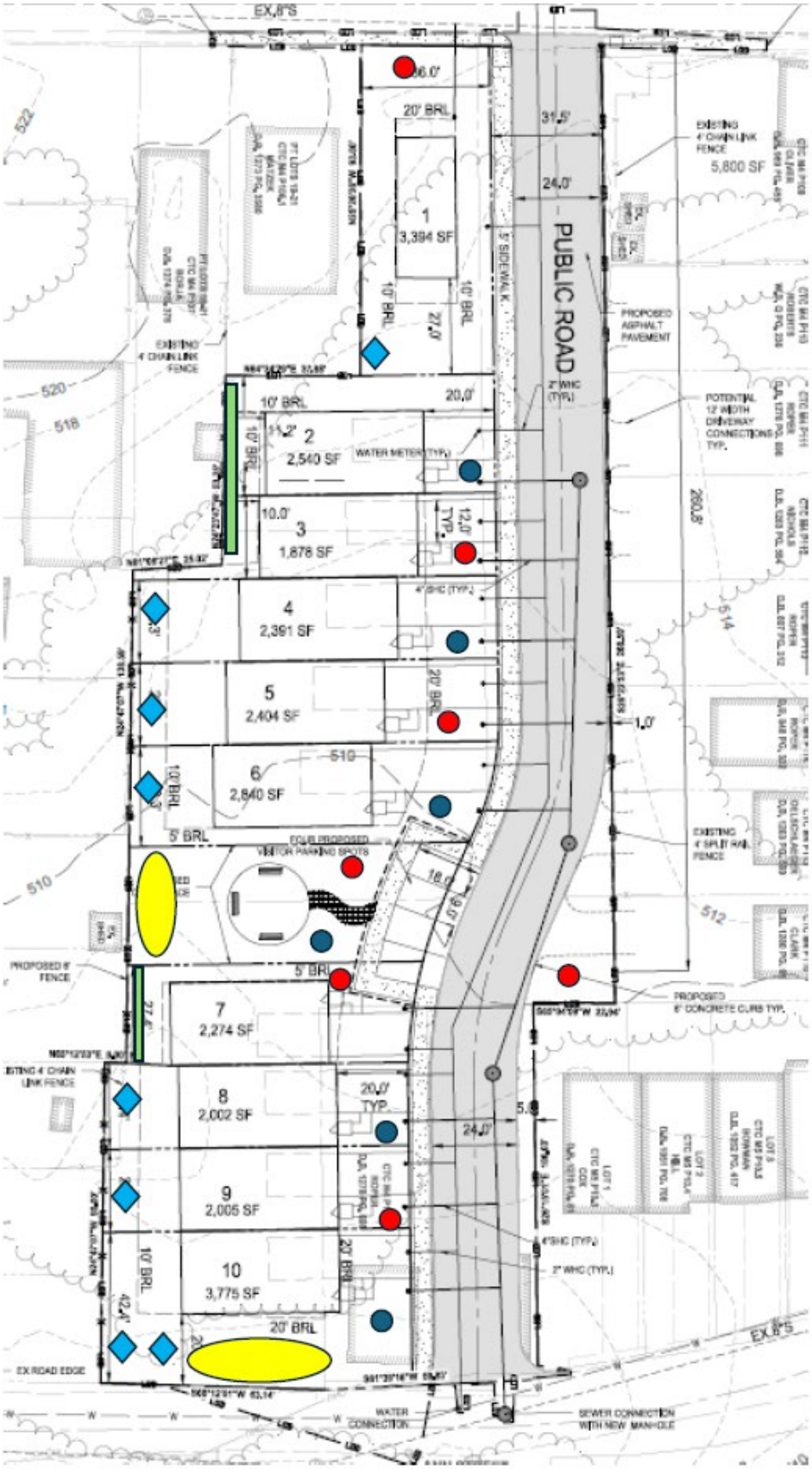
Please note that the lots at Academy Place have "stepped-back" front, creating more undulation so the facades will have greater depth and dimension. See images below.






Lot 10
Lot 9
Lot 8
Lot 7

LANDSCAPING PLAN



Legend

- Pin Oak
- Sunset Red Maple
- Bioswale
- Emerald Green Arborvitae
  Spaced every 6 feet
- Green Gian Arborvitae

PUD SPECIFIC OBJECTIVES

Through proper planning and design, each PUD should include features which further, and are in compliance with, the following objectives:

1. *To allow for the design of developments that are architecturally and environmentally innovative, and that achieve better utilization of land than is possible through strict application of standard zoning and subdivision controls;*

   The properties are not within the Historic District; there are no specific zoning constraints on design or material beyond the setback and height restrictions. The townhomes, if designed per the applicant's pictures, will have more variety of façade material compared to the existing townhomes in the neighborhood. The proposed single family home materials are similar to what currently exists in the neighborhood.

2. *To encourage land development that, to the greatest extent possible, preserves natural vegetation, respects natural topographic and geologic conditions (including Karst geology) and refrains from adversely affective flooding, soil, drainage, and other natural ecologic conditions;*

   The topography of the site has the high ground along W. Academy Street sloping down towards Ann Street. There is no significant vegetation on site. The view from West Academy Street is shown here:



3. *To combine and coordinate architectural styles, Building forms, and structural/visual relationships within an environment that allows mixing of different land Uses in an innovative and functionally efficient manner;*

   The nine townhomes will be built in two rows: one row of four home and the other with five homes. The minimum unit count required is three with a maximum of ten. Townhomes are required to have facades which are different from abutting units.

4. *To provide for abundant, accessible, and property located public open and recreation space, private open and recreation space, schools, and other public and private facilities;*

   For townhome developments, at least 30% of the net buildable land area must be dedicated as open space. However, the PUD allows for a lesser 20% open space. The proposed plan is currently at 19% open space (5,00 sq. ft., mainly in the form of the playground area).

   The applicant states that the play area and other open space can be maintained by a Home Owners Association, or could be dedicated over to the City.

5. *To promote the efficient Use of land resulting in networks of utilities, Streets and other infrastructure features that maximize the allocation of fiscal and natural resources;*

   The proposed development will result in a density of 8.1 units per acre with an average lot size of 2,550 sq. ft. Based solely on lot size requirements, under the OTR regulations one single-family lot and 8 townhomes lots could potentially be built.

   The proposed development includes a 24 ft. wide through-street connecting W. Academy Street and Ann Street, with a 5 ft. wide sidewalk to be built on one side of the street. The applicant will also build a sidewalk on the south side of W. Academy Street to tie into the existing sidewalk infrastructure, completing the sidewalk network in that area. The development is a compact and efficient use of limited space to provide housing and connecting road infrastructure.

6. To enable land developments to be, to the maximum extent practicable, compatible and congruous with adjacent and nearby land developments;

   The proposed development is purely residential. Neighboring lots are slightly larger and wider than what is proposed. For buffering, the applicant proposed a fence behind the townhomes and playground. Each lot will be planted with one street tree; current requirements are for one tree every 50 feet. The narrow width of the townhome lots will result in more trees than if only the 'one every 50 ft' requirement was adhered to. 21 trees will be planted in total.

7. To ensure that development occurs at proper locations, away from environmentally sensitive areas, and on land physically suited to construction;

The proposed development is residential infill within an existing residential neighborhood. There are no known environmentally sensitive areas impacted by this development; an analysis of stormwater runoff will be performed for the preliminary plan should the rezoning and subsequent sketch plan be approved.

8. To allow unique and unusual land Uses to be planned for and located in a manner that ensures harmony with the surrounding community; and

Within the OTR zoning district, the proposed uses are currently permitted by-right in (single-family detached housing) or permitted via Special Use Permit (townhomes).

9. To create a method for the permanent preservation of Historic Structures and/or Landmarks.

While located just outside of the City's Historic District, the parcels are located within the National Register *Old Charles Town Historic District*. The parcels subject to the rezoning request are vacant and construction of the proposed development will not impact adjacent historical structures.

PUD SPECIFIC QUALIFICATIONS

1. A Planned Unit Development may be developed in any Zoning District if it:

a. Is within the City's Old Town Districts, no minimum lot size shall apply, and at least twenty (20) acres in size for undeveloped tracts located outside the City's Old Town Districts

This criterion is met, the property is zoned Old Town Residential and no minimum lot sizes apply.

b. Contains more than two (2) detached Buildings accommodating principal Uses; No minimum number of detached Buildings apply in the City's Old Town Districts;

This criterion is met, there is one detached single family home and two rows of townhomes.

c. Is initially under the same ownership or control;

All lot would initially be owned by the developer, and sold off. A Home Owners Association could be crated if the City does not wish to accept the open space.

d. Is of a character that is compatible with, and contains such Uses that are needed in, the area of the proposed project. A market analysis substantiating the need for such Uses is encouraged.

No market analysis has been provided. The proposed development is a prime example of infill development; it provides ten additional dwelling units within an existing urban neighborhood.

2. *Upon approval, a PUD acts as a separate Zoning District overlaid on to the existing underlying "fixed" Zoning District(s). The boundaries of the PUD shall be as specified in the approval. The Uses, requirements, and standards approved for the PUD shall take precedence over inconsistent or conflicting provisions applicable to the underlying "fixed" Zoning District(s). In the event the PUD is abandoned or otherwise terminated, the underlying Zoning District(s) shall thereafter apply to the subject land.*

   Applicant acknowledges that.

3. *Uses permitted in a PUD may be any compatible residential, Commercial, or public Use or combination of Uses.*

   The proposed townhome and single family units are compatible with the existing residential uses.

4. Flexibility to suspend requirements imposed elsewhere is not conferred upon the PUD applicant as a matter of right but is in all cases subject to a finding by the Planning Commission that the objectives of these provisions will be served thereby.

The rezoning and sketch/preliminary plan process provide for public input and City review.

PUD REQUIREMENTS

1. Minimum Tract Size:

A. Within Old Town Districts: No minimum lot size.

This criterion is met.

2. *Maximum Residential Density: 25 units per acre calculated on the Net Buildable Land Area; however, no Maximum Density applies to the Old Town Residential Districts.*

   This criterion is met, the property is zoned Old Town Residential.

3. *Density Calculation: The density of a PUD shall be calculated from the Net Buildable Land Area; however, no Maximum Density applies to the Old Town Residential Districts.*

   This criterion is met, the property is zoned Old Town Residential.

4. *Required Common Open Space: A minimum of twenty percent (20%) of the total usable land in residential Use in each phase shall be set aside for permanent common Open Space as defined herein.*

   This criterion is not met, per the applicant approximately 19% of the site is open space.

5. *Quality of Design: To be granted the flexibility permitted hereunder, a Planned Unit Development must evidence a level of design and amenity exceeding that typical of conventional development. Among the features that may evidence such amenity are:*

    a. *Amount and quality of landscaping;*
    Applicant proposed more street trees than required.

    b. *Amount, quality, and interconnectedness of common Open Space;*
    Open space will have active uses (children's playground). Open space will be placed between the two sets of townhomes.

c. *Provision of pedestrian or bicycle paths separated from Streets;*
Sidewalk to be installed on one side of the proposed street, and sidewalk network along Academy St. to be completed.

d. Preservation of drainage ways and other natural features;
No natural drainageways shown on sketch plan.

e. Provision of common recreational facilities;
A common area is provided (playground).

f. Enclosed, underground, depressed, or outstandingly landscaped parking areas;
There will be four off-street parking spaces adjacent to the open space. Each dwelling unit will have a driveway and garage for parking.

g. Varied Building Setbacks or other measures to reduce monotony in design;
The townhomes meet the requirements for being offset from each other. The proposed side yard setbacks on some townhome units are less than the OTR 10 ft. minimum (at 5 ft.), hence the PUD request.

h. Other features as determined by the Planning Commission or City Council.

None requested.

Covenants

Where individual parcels are to be later sold, adequate provision has been made in the form of deed restrictions, a declaration of common interest community, covenants, conditions, and restrictions, or the like for:

1. *The preservation and maintenance of any Open Spaces, thoroughfares, utilities, water retention or detention areas, and other common elements not to be dedicated to the City or another public body;*

   The applicant will create an HOA to maintain the open space if necessary. If no HOA is created, the open space and off-street parking would have to be dedicated to the City for ownership and maintenance, potentially as a mini-park with associated parking.

2. *Such control of the Use and exterior design of individual Structures, if any, as is necessary for continuing conformance to the PUD Plan, such provision to be binding on all future ownership and compliant with Chapter 36B of the West Virginia Code;*

   Applicant can craft deed language requiring adherence to the proposed PUD design requirements.

ADDITIONAL CHANGES

The applicant is making the following changes to the townhome requirements of the Subdivision Ordinance:

Subdivision Ordinance, Section 1333.20, Townhouse Development Standards.

- Section 1333.20, Subsection (B) – Net Buildable Area
  - Required
    - Each lot shall be 2,000 square feet.
    - An additional 1,500 square feet for open space per lot.
  - Provided
    - Except for Lot 3, which will be 1,878 square feet, each lot will be 2,000 square feet or more.
    - Approximately an additional 500 square feet for open space per lot.

- Section 1333.20, Subsection (O) – Required Open Space
  - Required:
    - 1,500 sq. ft. of open space per townhome unit with a collective requirement of 30% open space.
    - 30% is approximately 7,813 sq. ft. of the site.
  - Provided:
    - Approximately 5,000 sq. ft. of open space with a child's playset.
    - This is 19% of the site for open space.
    - Approximately 500 square feet is provided per lot
    - This development is located within walking distance to several parks, Evitts Run Park, Jefferson Memorial Park, Perry Park, and the Skate Park.
  - Applicant will be providing a fee-in-lieu of open space of $500.00 per unit per Section 1333.17, Park, Recreation and Open Space Amenity Standards.

Subdivision Ordinance Section 1333.02, Street Design Standards,

- Table 1333.02 – Minimum Street Design Standards
  - Required:
    - The right of way is the width of a street from the backside of one sidewalk all the way across the street to the back side of the other side of the street.
    - The right-of-way requirement for a minor street, "Neighborhood Street", 50 feet.
  - Provided is 29 feet right-of-way.
    - This includes two – 12-foot travel lanes and a 5–foot sidewalk along the townhome side of the street.
    - Note that a "Neighborhood Street" has 10-foot travel lanes, and 12-foot travel lanes are proposed.

REZONING GENERAL CRITERIA

City Council must find either that:

1. *The amendment is consistent with the City's Comprehensive Plan,*

   The Comprehensive Plan describes this area as being for *Old Town Residential*. The purpose of the *Old Town Residential* land use in the 2040 Comprehensive Plan is:

   Properties with this future land use classification are located in the City's historic Old Town and are within close walking distance of the Downtown. The ***primary function*** *of the Old Town Residential future land use is to* ***recognize and preserve the existing older*** *residential* ***neighborhoods*** *within the City that are* ***characterized*** *as having* ***smaller lots, smaller setbacks, traditional grid street pattern*** *and* ***access by street or alley****.*

   The preservation of the Old Town residential neighborhoods are vital to promoting interaction among activities located within the entire Old Town District that includes the Old Town Mixed Use Commercial area. The purpose of such interaction is to further enhance business vitality, reduce vehicular traffic, increase access to and the use of transit services.

   Also, it can provide employment opportunities for residents close to home, ensure the compatibility among and between residential and Downtown Commercial Uses, and ***ensure the appearance and effects of buildings and uses*** *are* ***harmonious*** *with the* ***traditional neighborhood character*** *of the area.*

   The proposed use of the property and the proposed rezoning are in conformance with the Comprehensive Plan, which calls for residential development on reduced lots with compact setbacks, of design similar to what exists.

2. *Or that the amendment is not consistent with the Comprehensive Plan but that there have been major changes of an economic, physical, or social nature within the area involved that were not anticipated when the Comprehensive Plan was adopted and that such major changes have substantially altered the basic characteristics of the area.*

   The proposed rezoning amendment is in conformance with the Comprehensive Plan.

CONCLUSION

Applicant proposes to rezone .81 acres of land into a Planned Unit Development with an underlying zoning of Old Town Residential. The purpose is to build one detached home and nine townhomes, as well as a road and limited open space. The proposed development is purely residential and located within an existing residential neighborhood. The Comprehensive Plan Future Land Use Map supports the development of the site as housing.

The following standards would be exceeded under the proposed rezoning:

-Street tree requirements (1 per 50 ft required resulting in 8 trees. Applicant proposes 13.

-Sidewalk requirements (applicant is only required to provide sidewalk along the road frontage affected, but will build an additional 50 feet of sidewalk to the east of the proposed road entrance along W. Academy and an additional 42 feet of sidewalk to the west of the proposed road entrance along W. Academy.)

The following standards would not be met under the proposed rezoning:

-Open space: 20% minimum required by PUD. Only 19% provided.

-Street design: 50 ft. right of way required, 29 ft. wide ROW is provided. However, travel lanes are only required to be 10 ft. wide but applicant is proposed 12 ft. wide lanes, plus a 5 ft. wide sidewalk.

The purpose of Planned Unit Development (PUD) regulations is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Specifically for infill development, creative design emphasis shall be placed on architectural controls, landscaping and neighborhood compatibility.

While creativity is subjective, the architectural design of the proposed uses is similar in design to what exists in the neighborhood. The proposed landscaping adds more street trees than the minimum required. The proposed uses and designs are compatible with the neighborhood.

RECOMMENDATION

Approval, subject to the following condition:

1. Per the PUD requirements for required Common Open Space, A minimum of twenty percent (20%) of the total usable land in residential Use in each phase shall be set aside for permanent common Open Space as defined in the City of Charles Town Zoning Ordinance.

PUD Application No._____

RECEIVED
JUL 01 2024
BY: VS

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION

Zoning Ordinance Article 1322.15, Planned Unit Development (PUD)
Subdivision and Land Development Ordinance

Article 1332, Subdivision and Land Development Application
& Approval Requirements

To assist the Subdivision Administrator in the review of a Planned Unit Development (PUD) Application, the Applicant must utilize this form to supply the City with the information prescribed under Section 1322.15 of the Zoning Ordinance and Section 1332 of the Subdivision and Land Development Ordinance. The submission of this form, along with the prescribed information and required fees, shall serve as the Applicant's S/LD Application as required by Ordinance Section 1332.02.

1. DATE June 28, 2024

2. APPLICATION TYPE ☐ PUD | Phase _____

☒ PUD | Entire Application

3. APPLICANT'S NAME* Mark Roper

Address: 418 S. Samuel Street Charles Town, WV 25414

Telephone Number (304)724-8877 Fax Number (___)_____

Email Address mrconstructionwv@gmail.com

4. PROPERTY OWNER'S NAME Mark Roper and M&A Investment Group LLC

Address: 418 S. Samuel Street Charles Town, WV 25414

Telephone Number (304)724-8877 Fax Number (___)_____

Email Address mrconstructionwv@gmail.com

*Applicants include: Property owner(s), Engineer(s), Surveyor(s), or Consultant(s)

5. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY (list all parcels that apply)

Property Address: Vacant - Academy St and Ann St. and one structure at 214 Ann St.

Tax Map # and Parcel: TM 4; Parcels 101, 102, 103,105, and 106.

Deed Book and Page #: 476/353, 1299/428, 467/353, 848/322, and 1287/191.

Property Area in Square Feet or Acres: 0.81 acres or 35,290 sq. ft.

6. DESCRIPTION OF PROJECT AND PROPOSED USE(S) OF THE PROPERTY:

See attached.

7. DESCRIPTION OF THE EXISTING (OR FORMER) USE(S) OF THE PROPERTY AND CURRENT ZONING:

Vacant - Academy St. and Ann St. and one structure at 214 Ann St. (to be removed)

A vacant struture was removed at 216 Ann St.

Current zoning is Old Town Residential

8. BASE ZONING DISTRICT Old Town Residential

9. DESCRIBE HOW THE PUD WILL DIFFER FROM THE BASE ZONING DISTRICT?

	Base Zoning District	PUD
Density:	See attached.	See attached.
Lot Size:	See attached.	See attached.
Lot Width:	See attached.	See attached.
Setback – Front:	See attached.	See attached.
Setback – Side:	See attached.	See attached.
Setback – Rear:	See attached.	See attached.
Other:		

See attached.

S/LD Application No._____

10. PARCEL HISTORY: (List all pending or previously approved applications on the subject parcels inventoried above, including previous site plan applications if this application is a site plan amendment)

Application No.	Project Name and Phase	Status	Approval Date
N/A			

11. HAS THE PROPERTY BEEN THE SUBJECT OF ANY COURT ACTION?

☐ Yes (Please specify nature of all proceedings and current status and attach any documents showing court decisions, etc.)

N/A

☒ No

S/LD Application No._____

12. INTERESTED PARTY ADDRESSES, FOR PUBLIC NOTICE (including across street) (Interested parties are defined as adjacent properties within 100 feet).

Owner	# and Street	City, State, Zip
See attached.		

13. FEE CALCULATION (Per Fee Schedule) _____

_____

_____

_____

AMOUNT PAID $ 400.00

APPLICANT CERTIFICATION

I certify that, to the best of my knowledge, the submitted information and statements are true and correct. I also certify that I have received and read Section 1322.15 of the Zoning Ordinance and Section 1332 of the S/LD Ordinance.

Signature of Applicant _____ Date 9-1-24

Signature of Property Owner (If different than Applicant)

_____ Date _____

Please submit an original completed Application and specified number of Plan copies to the following:

Subdivision Administrator
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

FOR CITY USE ONLY

Application Number:_____ Date Application Received:_____

Fee: $_____ Check No._____ Receipt No._____

Staff Approval:_____ Date:_____

Planning Commission Approval:_____ Date:_____

Comments:_____

Academy and Ann Street Infill Planned Unit Development
Supplemental information to the PUD Application

6. DESCRIPTION OF PROJECT AND PROPOSED USE(S) OF THE PROPERTY:

This is an urban infill project that will increase the amount and quality of housing stock in the core of the city. This new housing is within walking distance to downtown and will provide for additional consumers for the downtown commerce. The Comprehensive Plan for the city has an emphasis on a "Downtown First Focus." This project is in keeping with that vision. The proposed plan makes use of existing infrastructure, is walkable to downtown and an elementary school, supports revitalization of underutilized property, and encourages investment in the City.

2040 Historically Hip Comprehensive Plan

- This plan meets several policy goals of the Comprehensive Plan, which are noted below (emphasis added):
    - "In 2015, Jefferson County approved the Envision Jefferson 2035 Comprehensive Plan and Future Land Use Guide14. Many of the Plan goals, objectives, and implementation strategies align with Charles Town's desire to prioritize infill development and redevelopment, increase the density of development, and adaptively reuse existing buildings to better utilize existing land resources. (Page 54)"
    - Under the title of "Housing Needs for the Future", it states that:
        - "Opportunities for new and infill developments that incorporate affordable housing in mixed uses, higher densities, and traditional neighborhood design elements will be incentives to be examined." (Page 90)
        - "For a growing City with innovative tools obtained during the Home Rule Program and the typical Code Compliance aspects faced by most communities, Charles Town has the ability to create a housing and redevelopment agency that is proactive, addresses existing housing and infill in the urban core, and involved in new development arrangements in "greenfield" areas."
    - "As envisioned by this Comprehensive Plan, the City of Charles Town desires to strengthen and emphasize its identity as exemplified by the Downtown and its traditionally designed and compact Old Town neighborhoods. This plan's Downtown First Focus approach emphasizes the need to reinvest in the City's existing infrastructure and neighborhoods, and encourage new growth and development (including infill) within its Urban Growth Boundary (UGB)." (Page 131)
    - Implementation Strategy "3.1.5 – Undertake a small area plan with conceptual architectural details that encourages the expansion of the Downtown area by the development and redevelopment of new infill by promoting additional mixed use vertical building as identified in this Plan." (Page 168)
    - Implementation Strategy "4.2.1 – Place a priority on promoting and incentivizing new development investments in the Old Charles Town and Gateway Community Types where urban infrastructure exists to readily support revitalization and infill development." (Page 170)
    - Implementation Strategy "4.2.2 – Create small area plans for Downtown Charles Town, US 340 East Gateway, US 340 South Gateway area and Rt 9. A small area plan is any plan that addresses the issues of a portion of the City. Small area plans can cover three different geographic scales -- neighborhood, corridor, and district regardless of the size of the area. Small area plans cover a specific geography that often has a cohesive set of characteristics. In addition to the above locations, criteria for prioritizing small area plans may include the following:
        - • Evidence of disinvestment and deteriorating housing
        - • Significant change is occurring or anticipated

- Public facilities and/or physical improvements need to be addressed
- Opportunities for substantial infill or redevelopment are present" (Page 171)

Purpose of the Old Town Residential District as listed in the Zoning Ordinance.

- "Purpose. The purpose of the OT-R District is to recognize existing and older residential neighborhoods within the City of Charles Town that are characterized as having smaller Lots, smaller Setbacks, traditional grid Street pattern and access by Street or alley. These provisions for the OT-R District are designed to protect the character of these residential neighborhoods while permitting their maintenance and improvement."

1. "Preserving and restoring the overall character of the Zoning District;
2. Promoting a balance of land Uses;
3. Promoting the opportunity for people to work, interact, shop, dine, and utilize business and public services in the vicinity of their residences;
4. Promoting a positive pedestrian environment in the Zoning District;
5. Facilitating integrated physical design; Promoting a high level of design quality; and
6. Facilitating development proposals responsive to current and future market conditions;"

Proposed activity:

- Construction of a new public street from Academy Street to Ann Street
  - This new street will be 24 feet wide with a 5-foot sidewalk on one side from Academy Street to Ann St.
    - The street will allow for two-way travel.
  - The new street will meet the construction standards for a public street.
- Rear load access to the lots on S. Charles Street
  - All homes facing S. Charles St., addressed as 404-418 on S. Charles Street., do *not* have off street parking. There is no access to the front or rear of the lots for parking.
  - This new proposed street will allow for rear loaded parking on these lots, which could allow for off-street parking that does not exist currently.
- Sidewalk connection on Academy Street
  - Although not required, the applicant proposes to install a missing gap in the sidewalk on Academy Street that is beyond the limits of the applicant's proposed development.
  - Where the new proposed street intersects with Academy Street, to the east, approximately 52 feet of new sidewalk will be installed, and to the west, approximately 40 feet of new sidewalk will be installed.
  - This will make a complete connection to the existing sidewalk network along Academy St. from S. Charles St to S. Lawerance St.
- 1 single family home lot and 9 new townhome lots.
  - Lot 1 will be a single-family home lot that fronts on Academy St.
  - Lots 2-10 will consist of townhome units and will front on the new street.
  - There will be two rows of townhomes.
    - A row of 5 townhomes (Lots 2-6)
    - A row of 4 townhomes (Lots 7-10)
  - There is no density requirements in the Old Town Residential zoning district.
- Architectural standards.
  - Site will meet the following requirements that:
    - "Townhouses abutting each other shall have complimentary but not identical facades."
    - "No more than two abutting townhouses shall have a common roof line."
    - This ensures that for each unit and row of units to be distinct for each other.

- Since there are only 2 rows of townhomes, one 5 units in length and one 4 units in length, this will not look like a long monotonous row of units.

- Open space with a child's playset.
  - As a percentage of the site, approximately 19% of open space is provided.
  - In the middle of the development, between lots 6 and 7, will be open space for the residents.
  - A child's playset will be provided.
  - This common space will be maintained by the lot owners.
- A $500.00 fee-in-lieu of dedication of open space will be paid to the city.
- Parking.
  - Each unit will have 2 off-street parking spaces. One in the driveway and one in the garage.
  - 4 visitor spaces for the development will be located along the open space area.
  - A total of 25 spaces is provided, which exceeds the minimum requirement by 7 spaces.
- Street trees.
  - 1 street tree per lot and at least two in the common open space will be provided.
  - This is a much higher ratio than the required 1 street tree per 50 feet.
- Buffer.
  - A fence will be provided along the rear townhome lots 2-10 and the rear of the open space.
- Trash will be individually served per unit like other single-family homes.

9. DESCRIBE HOW THE PUD WILL DIFFER FROM THE BASE ZONING DISTRICT:

The Planned Unit Development is requesting modest modifications from the base zoning district, which is Old Town Residential. The Old Town Residential allows for townhomes and does not have a density requirement. Below are the modifications from both the zoning ordinance and the subdivision regulations.

The deviations from the strict standards are:

Zoning Ordinance, Table 1322.11, OT-R District Bulk and Area Regulations

Lots that do not conform to the strict standards are highlighted in yellow

Lot	Front Setback (Feet)	Side Setback (Feet)	Rear Setback (Feet)	Lot Width (Feet)	Minimum Lot Size (Square Feet)
	Provided / Required	Provided / Required	Provided / Required	Provided / Required	Provided / Required
Lot 1	20 / 20	10 /10	27 / 20	36 / 70	3,394 / 10,000
Lot 2	20 / 20	End unit 5 / 10	11 / 20	28.8 / 18	2,540 / 2,000
Lot 3	20 / 20	Internal Unit 0 / 0*	10 / 20	23.3 / 18	1,878 / 2,000
Lot 4	20 / 20	Internal Unit 0 / 0*	29 / 20	23.3 / 18	2,391 / 2,000
Lot 5	20 / 20	Internal Unit 0 / 0*	26 / 20	23.3 / 18	2,404 / 2,000
Lot 6	20 / 20	End unit 5 / 10	23 / 20	28.3 / 18	2,840 / 2,000
Lot 7	20 / 20	End unit 5 / 10	11 / 20	27.4 / 18	2,274 / 2,000
Lot 8	20 / 20	Internal Unit 0 / 0*	20 / 20	24.4 / 18	2,002 / 2,000
Lot 9	20 / 20	Internal Unit 0 / 0*	21 / 20	23.3 / 18	2,005 / 2,000
Lot 10	20 / 20	End unit 10 / 20**	21 / 20	32.4 / 18	3,775 / 2,000

*Internal units do not have a setback requirement for common shared walls
**End unit along a street, treated as a double front.

Subdivision Ordinance, Section 1333.20, Townhouse Development Standards.

- Section 1333.20, Subsection (B) – Net Buildable Area
  - Required
    - Each lot shall be 2,000 square feet.
    - An additional 1,500 square feet for open space per lot.
  - Provided
    - Except for Lot 3, which will be 1,878 square feet, each lot will be 2,000 square feet or more.
    - Approximately an additional 500 square feet for open space per lot.

- Section 1333.20, Subsection (O) – Required Open Space
  - Required:
    - 1,500 sq. ft. of open space per townhome unit with a collective requirement of 30% open space.
    - 30% is approximately 7,813 sq. ft. of the site.
  - Provided:
    - Approximately 5,000 sq. ft. of open space with a child's playset.
    - This is 19% of the site for open space.
    - Approximately 500 square feet is provided per lot
    - This development is located within walking distance to several parks, Evitts Run Park, Jefferson Memorial Park, Perry Park, and the Skate Park.
  - Applicant will be providing a fee-in-lieu of open space of $500.00 per unit per Section 1333.17, Park, Recreation and Open Space Amenity Standards.

Subdivision Ordinance Section 1333.02, Street Design Standards,

- Table 1333.02 – Minimum Street Design Standards
  - Required:
    - The right of way is the width of a street from the backside of one sidewalk all the way across the street to the back side of the other side of the street.
    - The right-of-way requirement for a minor street, "Neighborhood Street", 50 feet.
  - Provided is 29 feet right-of-way.
    - This includes two – 12-foot travel lanes and a 5–foot sidewalk along the townhome side of the street.
    - Note that a "Neighborhood Street" has 10-foot travel lanes, and 12-foot travel lanes are proposed.

12. INTERESED PARTY ADDRESSES, FOR PUBLIC NOTICE

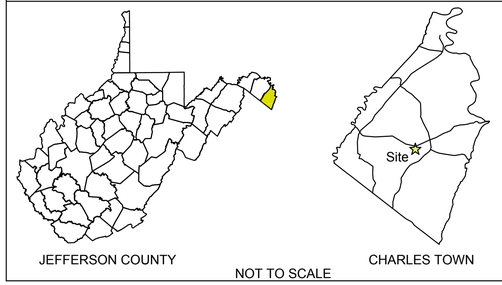
Owner	# and Street	City, State, Zip
OLIVER WILLIE M D & STANLEY P	400S CHARLES ST	CHARLES TOWN, WV 25414
ROBERTS JEAN ANN	404S CHARLES ST	CHARLES TOWN, WV 25414
PURDON JAMES	PO BOX 650695	STERLING, VA 20166
NICHOLS JACQUELINE & IRVIN SOLANO	410S CHARLES ST	CHARLES TOWN, WV 25414
OELSCHLAEGER NANCY	416S CHARLES ST	CHARLES TOWN, WV 25414
CLARK CARTY R & COURTNEY A HERNDON	418S CHARLES ST	CHARLES TOWN, WV 25414
MAYFIELD MITCHELL D & JENNIFER W	206W ANN ST	CHARLES TOWN, WV 25414
BOWMAN ERIC K	208 ANN ST	CHARLES TOWN, WV 25414
HILL KAREN J	210W ANN ST	CHARLES TOWN, WV 25414
HEFESTAY F J JR	212 ANN ST	CHARLES TOWN, WV 25414
CORBETT DEBRA R	128 EASTLAND DR	CHARLES TOWN, WV 25414
FERN ROBERT W	429S LAWRENCE ST	CHARLES TOWN, WV 25414
CURRY KIM L & TAMARA L	427S LAWRENCE ST	CHARLES TOWN, WV 25414
CASTELLANOS JUAN A & LETICIA C PENA	417S LAWRENCE ST	CHARLES TOWN, WV 25414
EPISCOPAL RECTORY	PO BOX 368	CHARLES TOWN, WV 25414
DUOBERT JHAN	405S LAWRENCE ST	CHARLES TOWN, WV 25414
CHAPMAN RENTAL PROPERTIES LLC	PO BOX 121	CHARLES TOWN, WV 25414
BORJA JACOB S & JOSEPH Q IMLER SR	217W ACADEMY ST	CHARLES TOWN, WV 25414
MATZEK SARA	1039 SHENANDOAH RIVER DR	HARPERS FERRY, WV 25425
AMY ASSOCIATES WV LLC	26223 COLUMBIA LAKES DR	COLUMBIA, IL 62236
BOARD OF EDUCATION	110 MORNINGTON AVE	CHARLES TOWN, WV 25414

ANN STREET LOTS

SKETCH PLAN
MAJOR SLD 2023-TBD

CHARLES TOWN CORP. DISTRICT (3) - MAP 4 - PARCELS 101, 105 & 106
CITY OF CHARLES TOWN, WEST VIRGINIA
ZONED OLD TOWN RESIDENTIAL (OT-R)

GENERAL LOCATION



STATE & LOCAL PERMITS

AGENCY	PERMIT #/APPROVAL DATE

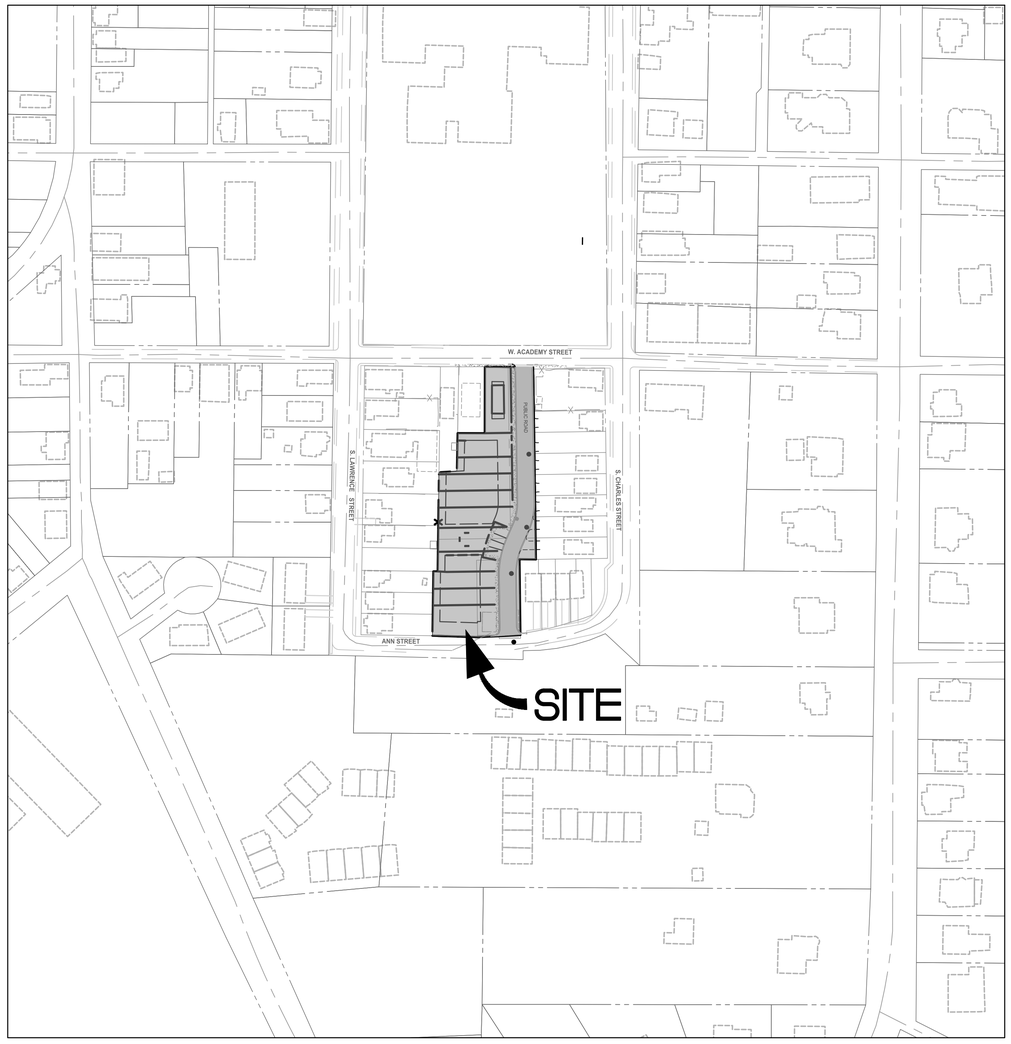
CALL "MISS UTILITY"

MISS UTILITY OF WEST VIRGINIA (MUWV) AT 811 OR 1-800-245-4848, 48 HOURS PRIOR TO THE START OF WORK. EXCAVATORS MUST NOTIFY ALL PUBLIC UTILITY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATING OR BLASTING AND HAVE THOSE FACILITIES LOCATED BY THE UTILITY COMPANIES PRIOR TO COMMENCING EXCAVATION. THE EXCAVATOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL COUNTY REQUIREMENTS, WEST VIRGINIA CODE AND REGULATIONS.

UTILITY NOTICE (AS NEEDED)

Contractors shall notify all public utility operators who maintain underground utility lines in the area of proposed excavating or blasting at least two (2) working days, but not more than ten (10) working days, prior to commencement of excavation or demolition. Names and telephone numbers of the operators of underground utility lines appear below. These numbers shall also be used to serve in an emergency condition.

Water:	Charles Town Utility Board 832 S. George Street Charles Town, WV 25414 (304) 725-2316
Sewer:	Charles Town Utility Board 832 S. George Street Charles Town, WV 25414 (304) 725-2316
Power:	Potomac Edison P.O.Box 3615 Akron, OH 44309 (800) 686-0011
Phone:	Frontier Communications 1108 N. Mildred Street Ranson, WV 25438 (304) 728-8500
Soil Conservation:	Eastern Panhandle Conservation District 151 Aikens Center, Suite 2 Martinsburg, WV 25404 (304) 263-4376



VICINITY MAP

SCALE: 1" =100'

CIVIL ENGINEER:
IMEG
4601 FORBES BLVD #140
LANHAM, MD 20706
CONTACT: SYLKE KNUPPEL, PE
PHONE: 240-296-1568
EMAIL: SYLKE.S.KNUPPEL@IMEGCORP.COM

DEVELOPER
APPLICANT/OWNER
MARK ROPER CONSTRUCTION, LLC
418 SOUTH SAMUEL STREET
CHARLES TOWN, WEST VIRGINIA 25414
(304) 724-8877

Plan Revisions

Date	Comment

SHEET INDEX:

SK-1 - SKETCH PLAN COVER SHEET
SK-2 - SKETCH PLAN NOTES
SK-3 - SKETCH PLAN NOTES AND LEGEND
SK-4 - SKETCH PLAN

"This Sketch Plan was approved by the City of Charles Town, on the _____ day of _____ , 20_____ , subject to any conditions specified hereon.

This plan is vested and valid for one (1) year with the possibility of a one (1) year extension per Section 1332.03(C)(2)(F)(5) of the City of Charles Town Subdivision and Land development Ordinance.

All expenses incurred with respect to improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the subdivider and not the City.

_____ _____
Secretary of the Planning Commision Date

"The developer, in signing this plat/plan, agrees to abide by all conditions, terms and specifications provided heron; and to complete all the improvements required by the Preliminary Plat and Plan or site plan."

_____ _____
Roper Rentals & Mark Roper Construction LLC Date
418 S. South Samuel Street
Charles Town, WV 25414-134

"The Engineer and/or Surveyor, in signing this plat/plan, attests to the best of his or her knowledge, is plan is complete and accurate."

_____ _____
Chris Lemon Date

IMEG
4035 Ridge Top Rd, Suite 601
Fairfax, VA 22030 P 703.273.6820
engineering • surveying • land planning

SKETCH PLAN
ANN STREET LOTS
MAP 4 PARCEL 101, 105 & 106
CITY OF CHARLES TOWN, WEST VIRGINIA

MARK	DATE	DESCRIPTION

PROJECT No.: 22099.002.00
DRAWING No.: 112159
DATE: 07/01/2024
SCALE: AS SHOWN
DESIGN: AHF
DRAWN: AHF
CHECKED: SSK

SHEET TITLE:

COVER SHEET

SHEET No.

SK-1

P:\Projects\22099\002\001\112159 SKETCH PLAN\SK 1-4 SKETCH PLAN.dwg, 7/1/2024 9:53:16 AM, Matthew Polnhaus,

GENERAL NOTES

1. Methods and materials used in the construction of the improvements herein shall conform to current Jefferson County Construction Standards and Specifications and/or current WVDOH Standards and Specifications.

2. The Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures nor for safety precautions and programs in connection with work shown on these plans. The Engineer is not responsible for the contractor's schedules or failure to carry out the work. The Engineer is not responsible for acts or omissions of the contractor, subcontractor, or their agents or employees, or any other person performing portions of the work.

3. The Contractor, Owner or Developer shall be responsible for securing any third party inspection/testing service to insure construction compliance with these plans and specifications. It is Christopher Consultants recommendation that a third party inspection/testing service be employed to ensure that project is completed and materials installed meet the details and specifications in these plans.

4. The location of existing utilities shown in these plans are taken from existing records and available asbuilt data. It shall be the contractors responsibility to verify the exact horizontal and vertical location of all existing utilities as needed prior to construction. The contractor shall be responsible for the digging of all test holes that may be required, whether recommended or not by these plans, to determine the exact location and elevation of existing utilities. If any conflicts arising from this existing utility verification or if during the course of construction, any object of an unusual nature is encountered, the contractor shall cease work in that area and immediately notify Christopher Consultants at (240) 296-1574 and/or the proper authority. Christopher Consultants any engineer associated with these plans shall not be responsible or liable for any construction cost that may be associated with the installation or reinstallation any utility or other improvements if not notified of any discrepancies between actual field conditions and the approved plan.

5. The approval of these plans in no way relieve the developer, the contractor, or their agents of any legal responsibility which may be required by the code of West Virginia or any other ordinance enacted by Jefferson County nor does it guarantee the issuance of any required permit by Jefferson County, WVDOH or any other Agency.

6. An approved set of plans and all applicable permits must be available at the construction site at all times during construction. A representative of the developer must be available at all times.

7. The contractor shall provide adequate means of cleaning mud from trucks and/or other equipment prior to entering public streets, and it is the contractors responsibility to clean streets, allay dust, and to take whatever measures are necessary to insure that public streets are maintained in a clean, mud and dust free condition at all times.

8. The developer will be responsible for any damage to the existing streets and utilities which occurs as a result of his construction project within or contiguous to the existing right-of-way.

9. Warning signs, markers, barricades or flagmen should be in accordance with the State and Federal Manual on Uniform Traffic Control Devices (MUTCD).

10. All unsuitable material shall be removed from the construction limits of the site plan before placing embankment.

11. All pavement sections shown on these approved plans are based on a minimum CBR value of 6 and are for preliminary design only. Final pavement design shall be based upon actual field tested CBR values. The Contractor or Developer shall be responsible for field tests per WVDOH standards to obtain actual CBR values for final design. Final pavement designs will be approved by WVDOH and/or the Owner/Developer, which ever applicable, prior to installation.

12. All springs shall be capped and piped to the nearest storm sewer manholes or curb inlet. The pipe shall be minimum 6" diameter.

13. When grading is proposed within easements of utilities, letters of permission from all involved companies must be provided to Jefferson County & Charles Town Utility Board (CTUB) prior to issuance of grading and/or site development permits.

14. a. Notification shall be given to the Charles Town Utility Board two weeks prior to construction so they can arrange to have a project representative during construction. The District would like to be in the pre-construction project meetings with the contractor.

    b. Notification shall be given to the Charles Town Utility Board prior to construction of water lines. Information should also be obtained from the appropriate authority concerning permits, cut sheets, and connections to existing lines.

15. The Developer and/or Contractor shall be responsible to supply all utility companies with copies of the approved plans and advise them that all grading shall conform to the approved plans, and further that the utility companies shall be responsible for honoring these plans and the finished grades in the installation of their utility lines.

16. All utilities to be located underground.

17. Contractors shall notify operators who maintain underground utility lines in the area of proposed excavating or blasting at least two (2) working days, but not more than ten (10) working days, prior to commencement of excavation or demolition.

18. The developer will be responsible for the relocation of any utilities which is required as a result of his project. The relocation should be done prior to construction.

19. All parking lot/street light and dry utility design shall be performed and provided separately by others. All dry utility and or lighting information shown hereon is as specified by others and is included for informational purposes only, as directed by the Owner, Developer and/or public agency requirements. Christopher Consultants has not performed the lighting and/or dry utility design and does not warrant and is not responsible for the degree and/or adequacy of illumination on this project or the adequacy of the dry utility to service the site.

20. All sanitary sewers, water mains and appurtenances shall be constructed in accordance with the current standards and specifications of the Charles Town Utility Board.

21. All stormwater piping and structures shown on these plans are only accurate to the inlet or manhole locations as shown hereon. Detail design of stormwater structures were not provided to Christopher Consultants. Actual pipe alignments will be based upon developed structural shop drawings as provided by the manufacturer. Contractor shall make adjustments to pipe alignments base on provided shop drawings. Christopher Consultants will not be held responsible or liable for any discrepancies or changes caused by the structural design. Contractor may submit shop drawings to Christopher Consultants for review and approval at contractor's expense. Shop drawings will be reviewed for compliance with design plans. The Owner or Developer will be responsible for any redesign as a result of structural shop drawing design.

22. Controlled fills shall be compacted to 95% of maximum density as determined by method "A" per standard proctor AASHTO-T99, ASTM-D698, or VTM-1 as applicable. Density shall be certified by a registered professional engineer and results submitted to Jefferson County, prior to pavement construction. If a geotechnical report has been prepared, it should supersede the requirements in this note.

23. Refer to Geotechnical Engineer for methods, materials and details for construction of all earthwork activities.

24. Any retaining wall 2 ft. or greater in height shall require the issuance of a separate building permit.

25. Construction debris shall be containerized. No less than one litter receptacle shall be provided at the construction site.

26. Christopher Consultants, Ltd. (CCL) issued this plan set based on project criteria dictated by the client and municipal codes. This plan set is not considered complete or appropriate for construction until ALL necessary agencies have given approval AND this plan set is signed and sealed by a licensed professional. Any work, planning, scheduling, material purchases and/or construction prior to approvals and licensed/professional sealing will be performed at the risk of the personnel authorizing work. GE shall be held harmless from any costs, time delay and/or material changes incurred on work started before this plan set receives approvals and seals.

27. There is no 100-yr floodplain associated with the property according to the FEMA flood map Community-Panel #54037C0139E, Effective Date 12/18/2009.

28. No known wetlands have been identified on the subject property.

28. Other developments are actively seeking approval of the waiver for the electric meter location.

WVDOH Notes

WV1. All work, construction methods and materials shall conform with the West Virginia Division of Highways "STANDARD SPECIFICATIONS ROADS AND BRIDGES Adopted January 1, 2017" and Supplemental Specifications dated January 1, 2018. All work on this project shall also conform with The Soil Conservation Service Erosion and Sediment Control Regulations and any other state, federal, or local regulations applicable. In the event of conflict between any of these standards, specifications, or plans, the most stringent shall govern.

WV2. All construction shall comply with the latest U.S. Department of Labor Occupational Safety & Health Administration.

WV3. When working on WVDOH right-of-way, all traffic control, whether permanent or temporary, shall be in accordance with "Manual on Temporary Traffic Control for Streets and highways" 2006 Edition as published by WVDOH.

WV4. Design features relating to construction or to regulation, control and safety of traffic may be subject to change as deemed necessary by WVDOH.

WV5. Prior to initiation of work, Contractor shall be responsible for acquiring all necessary WVDOH land use permits for any work on WVDOH right-of-way.

WV6. If required by the local WVDOH Residency Office, a preconstruction conference must be arranged and held by the engineer and/or developer with the attendance of the contractor, various County agencies, utility companies and WVDOH prior to initiation of work.

WV7. Contractor shall notify the local WVDOH Residency Office when work is to begin or cease for any undetermined length of time. WVDOH will also require 48 hours notice for any inspection. Please contact the Burlington, WV field office at 304-289-3521.

WV8. The Contractor will be responsible for maintaining adequate access to the project from the adjacent public roadway through construction and maintenance of a construction entrance in accordance with the Soil Conservation Service Erosion & Sediment Control Handbook. Furthermore, access to other properties affected by this project shall be maintained through construction.

WV9. Contractor shall ensure adequate drainage is achieved and maintained on the site during and at the end of construction.

WV10. All water and sewer lines within existing or proposed WVDOH right-of-way are to have minimum 36" cover and, when possible, to be installed under roadway drainage facilities.

WV11. Any unusual subsurface conditions encountered during the course of construction shall be immediately brought to the attention of the engineer and WVDOH. Work shall cease in that vicinity until an adequate design can be determined by the engineer and approved by WVDOH.

WV12. All undercut areas and borrow material shall be inspected and approved by WVDOH Inspector prior to placement of fill.

WV13. All roadway fill, base, subsurface material and backfill of utility/storm sewer trenches shall be compacted in 6" lifts to 98% of theoretical maximum density as determined by AASHTO T-99 Method A, within plus or minus 2% of optimum moisture for the full width of any dedicated street right-of-way. At the direction of WVDOH Inspector density tests performed by a qualified independent agency shall be conducted as required in the WVDOH Road and Bridge Specifications. A copy of all tests shall be submitted to WVDOH prior to final WVDOH approval.

WV14. WVDOH Standard CD and UD underdrains shall be installed where indicated on these plans and further where determined necessary by WVDOH Inspector.

WV15. The installation of any entrances and mailboxes within any dedicated street right-of-way shall meet WVDOH minimum design standards and is the developer's responsibility.

WV16. If required by the local WVDOH Residency Office, copies of all invoices for materials within any dedicated street right-of-way must be provided to the WVDOH Inspector prior to acceptance of work. Unit and total prices may be obscured.

WV17. Prior to acceptance by WVDOH of any streets, any required street signage and/or pavement markings must be installed by the developer.

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SKETCH PLAN
ANN STREET LOTS

MAP 4 PARCEL 101, 105 & 106
CITY OF CHARLES TOWN, WEST VIRGINIA

MARK	DATE	DESCRIPTION

PROJECT No.: 22099.002.00
DRAWING No.: 112159
DATE: 12/15/2023
SCALE: AS SHOWN
DESIGN: AHF
DRAWN: AHF
CHECKED: SSK

SHEET TITLE:

NOTES

SHEET No.

SK-2

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PROJECT NARRATIVE

The project is Charles Town Lots Subdivision, Parcel 101, 102, 105 and 106, and consists of 6 Townhouses and 2 Single-Family Residential lots. The acreage to be developed is approximately 0.81 acres at W Academy Street between S Lawrence Street and S Charles Street in the City of Charles Town. Each townhouse unit is three (3) stories, with a minimum 2,000 SF lot. Each single family house is three (3) stories, with a minimum of 10,000 SF. The current zone of the site is Old Town Residential (OT-R), which permits residential townhome and single-family uses. The Sketch Plan application is submitted utilizing Planned Unit Development (PUD) zoning Section 1322.15 with Development Standards as outlined below.

DEVELOPMENT STANDARD TABLE

ANN STREET

DEVELOPMENT STANDARDS	sf	acres
PROPERTY AREA	35,290	0.81
PRIVATE ROAD PARCEL	9,246	0.21
SWM AREA	TBD	0.00
NET BUILDABLE LAND AREA	26,044	0.60

DATA TABLE FOR PLANNED UNIT DEVELOPMENT (PUD) ZONING			
SEC. 1322.11 OT-R DISTRICT BULK & AREA REGULATIONS	**MIN. REQUIRED**	**MAX. ALLOWED**	**PROPOSED SFA (SFD)**
EXISTING LOT OF RECORD[4]			
Dwelling Units	N/A	N/A	1
Lot Size (sf)	N/A	N/A	3,394 SF
Lot Width[5] (ft)	N/A	N/A	36'
TOWNHOME LOTS			
Dwelling Units	N/A	N/A	10
Lot Size (sf)	2,000	N/A	2,000
Lot Width (ft)	18	N/A	18
BUILDING SETBACKS			
Front Yard[1,2] (ft)	20	N/A	20
Side Yard[3'6] (ft)	10	N/A	10
Rear Yard (ft)	10	N/A	Lot 1: 27', Lot 2: 11', Lot 3: 10', Lot 4: 29', Lot 5: 26', Lot 6: 23', Lot 7: 11', Lot 8: 20', Lot 9: 21', Lot 10: 21'
BUILDING HEIGHT (ft.)	24 feet or 1.5 stories	35	35
STORIES	N/A	3	3
Lot Coverage (%)	N/A	70	70
3,500 SF per SFA Unit			

SEC. 1333.23(J) & 1333.20(G) OFF-STREET PARKING REQUIREMENTS	**RATE**	**REQUIRED**	**PROPOSED**
TOWNHOME (Per du)			
Off-Street Parking Spaces	1.8	18	12
Additional Street Parking Spaces			
Total Parking Spaces		**18**	**12**
SINGLE FAMILY (Per du)			
Off-Street Parking Spaces	2.0	20	2
Additional Street Parking Spaces			
Total Parking Spaces		**20**	**2**

NOTES

*** Existing Parcel/ Lot

[1] In situations where there are not three (3) contiguous properties to either side of the subject property, where possible, reviewing the front setbacks in the next block on the same side of the street shall be considered.

[2] Front yard setback shall be measured from the face of the curb.

[3] No Side yard shall be required adjoining any Lot line that coincides with party-wall in an attached Dwelling or other Use.

[4] One existing lots of record fronting on W. Academy Street

[5] Width of lot shall be determined by ability to meet setbacks when a principle use is located on the lot.

[6] For Lot 10, a 20' side setback is proposed since it is a corner lot.

LEGEND

- EX. INDEX CONTOUR MAJOR (260)
- EX. INT. CONTOUR MINOR (258)
- EX. PROPERTY LINE
- EX. ADJACENT PROPERTY LINE
- EX. ROAD CENTERLINE
- EX. BUILDING OUTLINE
- EX. FENCE
- EX. CURB AND GUTTER
- EX. OVERHEAD ELECTRIC (OHU)
- EX. SIDEWALK
- EX. FLOODPLAIN EASEMENT
- EX. ACCESS EASEMENT
- EX. FIRE HYDRANT
- EX. UTILITY POLE
- EX. GUY WIRE
- EX. LIGHT POLE
- EX. STORM DRAIN MANHOLE

- PROPOSED PROPERTY LINE
- PROPOSED PROPERTY SETBACK
- PROPOSED RIGHT-OF-WAY BOUNDARY
- PROPOSED BUILDING OUTLINE
- PROPOSED CURB & GUTTER (TRANSITION / REVERSE)
- PROPOSED EASEMENT
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED SEWER MANHOLE
- PROPOSED WATER VALVE

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SKETCH PLAN
ANN STREET LOTS

MAP 4 PARCEL 101, 105 & 106
CITY OF CHARLES TOWN, WEST VIRGINIA

MARK	DATE	DESCRIPTION

PROJECT No.: 22099.002.00
DRAWING No.: 112159
DATE: 07/01/2024
SCALE: AS SHOWN
DESIGN: AHF
DRAWN: AHF
CHECKED: SSK

SHEET TITLE:

NOTES AND LEGEND

SHEET No.

SK-3

P:\Projects\22099\002\00\112159 SKETCH PLAN\SK 1-4 SKETCH PLAN.dwg, 7/1/2024 10:15:47 AM, Matthew Polihaus,

PROP. WATER CONNEDTION
EX.6"W
EX.8"S
W. ACADEMY STREET
TIE INTO EX. SIDEWALK
EX. SEWER MANHOLE (TYP.)
MARYLAND STATE GRID NORTH
MD 83 NF
PUBLIC ROAD
5' SIDEWALK
1 3,394 SF
2 2,540 SF
3 1,878 SF
4 2,391 SF
5 2,404 SF
6 2,840 SF
7 2,274 SF
8 2,002 SF
9 2,005 SF
10 3,775 SF
5,800 SF
6,720 SF
36.0'
31.5'
24.0'
20' BRL
10' BRL
5' BRL
27.0'
20.0'
11.2'
33.8'
10.0'
12.0' TYP.
23.3'
28.3'
27.4'
24.4'
42.4'
18.0'
10.0'
1.0'
5.0'
260.8'
EXISTING 4' CHAIN LINK FENCE
PROPOSED ASPHALT PAVEMENT
2" WHC (TYP.)
POTENTIAL 12' WIDTH DRIVEWAY CONNECTIONS TYP.
WATER METER (TYP.)
4" SHC (TYP.)
FOUR PROPOSED VISITOR PARKING SPOTS
PROPOSED OPEN SPACE
PROPOSED 6' FENCE
EXISTING 4' SPLIT RAIL FENCE
PROPOSED 6" CONCRETE CURB TYP.
EX ROAD EDGE
EXISITNG LOT
S. CHARLES STREET
ANN STREET
WATER CONNECTION
SEWER CONNECTION WITH NEW MANHOLE
N25°28'26"W 93.00'
N64°34'29"E 37.88'
N61°08'27"E 25.02'
N65°12'53"E 6.00'
S65°04'09"W 22.94'
S26°15'01"E 106.03'
S61°39'16"W 59.83'
S66°12'01"W 63.14'
LOT 8 CHAPMAN RENTAL PROPERTIES, LLC D.B. 1119 PG. 429
LOT 9 CTC M4 P92 DUOBERT D.B. 1073 PG. 697
PT LOTS 19-21 CTC M4 P106.1 MATZEK D.B. 1273 PG. 3350
PT LOTS 19-21 CTC M4 P107 BORJA D.B. 1274 PG. 378
LOT 16 CTC M4 P86 EPISCOPAL CHURCH D.B. 77 PG. 169
LOT 11 CTC M4 P94 EPISCOPAL RECTORY D.B. 77 PG. 169
LOT 12 CTC M4 P95 CASTELLANOS D.B. 1159 PG. 1210
CTC M4 P96 ROPER D.B. 1029 PG. 162
CTC M4 P97 CURRY D.B. 1224 PG. 601
LOT 8 CTC M4 P98 SHIVELY FAMILY PROPERTIES LLC D.B. 1219 PG. 114
LOT 9 CTC M4 P99 CORBETT D.B. 1278 PG. 706
LOTS 22, 23 CTC M4 P109 CLIMER D.B. 999 PG. 455
LOT 24 CTC M4 P110 ROBERTS W.B. Q PG. 236
LOT 25 CTC M4 P111 ROPER D.B. 1278 PG. 698
LOT 26 CTC M4 P112 NICHOLS D.B. 1283 PG. 594
LOT 27 CTC M4 P113 ROPER D.B. 807 PG. 312
LOT 28 CTC M4 P114 ROPER D.B. 848 PG. 332
LOT 29 CTC M4 P115 OELSCHLAEGER D.B. 1263 PG. 399
LOT 30 CTC M4 P116 CLARK D.B. 1280 PG. 66
LOT 1 CTC M5 P10.2 COX D.B. 1270 PG. 81
LOT 2 CTC M5 P10.4 HILL D.B. 1031 PG. 706
LOT 3 CTC M5 P10.5 DOWNEY D.B. 1052 PG. 417
CTC M4 P102 ROPER D.B. 1278 PG. 698
EX SHED
EX.6"W
EX.8"S
20 10 0 20 40
GRAPHIC SCALE 1" = 20'

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SKETCH PLAN
ANN STREET LOTS
MAP 4 PARCEL 101, 105 & 106
CITY OF CHARLES TOWN, WEST VIRGINIA

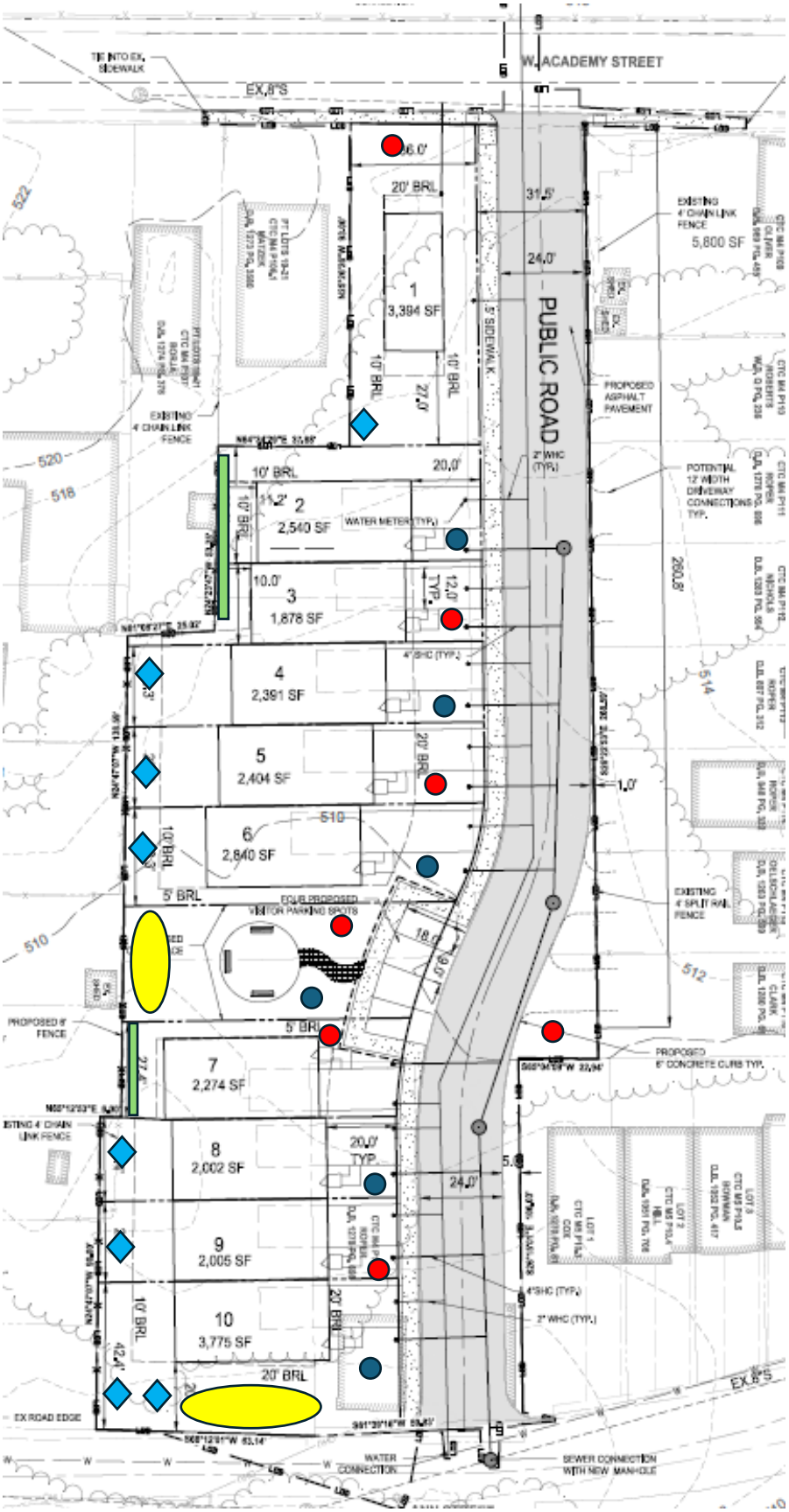
MARK	DATE	DESCRIPTION

PROJECT No.: 22099.002.00
DRAWING No.: 112159
DATE: 07/01/2024
SCALE: 1"=20'
DESIGN: AHF
DRAWN: AHF
CHECKED: SSK

SHEET TITLE:
SKETCH PLAN

SHEET No.
SK-4

P:\Projects\22099\002\00\112159 SKETCH PLAN\SK-1-4 SKETCH PLAN.dwg, 7/1/2024 9:40:33 AM, Matthew Polkhaus,



Legend

- Pin Oak
- Sunset Red Maple
- Bioswale
- Emerald Green Arborvitae
  Spaced every 6 feet
- Green Gian Arborvitae

Lot 1

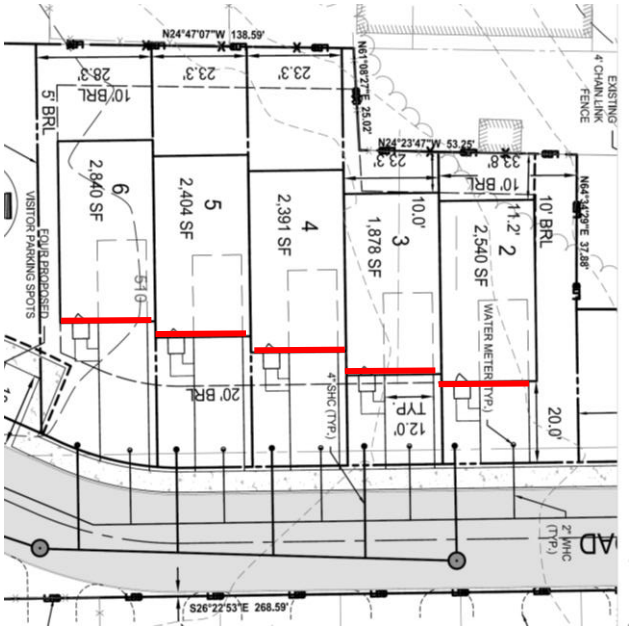
This ranch is in keeping with the height of the homes on that front on Academy Street.



Lots 2- 6

Please note that the lots at Academy Place have “stepped-back” front, creating more undulation so the facades will have greater depth and dimension. See images below.





Lots 7-10



City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1149: Community Development Code Enforcement Presentation

ATTACHMENTS:

- Code Enf CC packet.pdf

IPMC Cases

Date NOV Mailed	Property	Case #	Description	Current Status	Res or Com	City material costs
6/13/2024	524 E Washington St	CE-24-14	Property Maint	Working	Res	
6/13/2024	526 E Washington St	CE-24-15	Property Maint	Working	Res	
6/14/2024	302 E Washington St	CE-24-16	Property Maint	Abated	Res	
6/18/2024	230 N Samuel St	CE-24-19	Property Maint & Structural	Working	Com	
6/24/2024	323 E 1 St	CE-24-20	Property Maint	Abated	Res	
6/24/2024	109 E Congress	CE-24-21	Property Maint	Abated	Com	
6/27/2024	420 E Washington Street	CE-23-19	Property Maint	Working	Res	
6/27/2024	424 E 1st Ave	CE-24-22	Property Maint	Abated	Res	
6/27/2024	219 S George St	CE-24-23	Property Maint	Working	Com	
6/28/2024	205 S George	CE-24-24	Property Maint	Working	Res	
6/28/2024	631 Eagle Ave	CE-24-25	Property Maint	Abated	Res	
7/3/2024	418 E Washington	CE-24-11	Property Maint \ O2V	Working	Res	10,093.71
7/9/2024	305 W Congress Street	CE-23-17	Property Maint	Working	Com	
7/11/2024	509 W Congress	CE-24-26	Property Maint	Working	Res	
7/25/2024	206 S Lawrence	CE-24-29	Property Maint	Working	Res	
7/26/2024	512 S George	CE-24-30	Property Maint	Working	Com	
8/1/2024	100 S West St	CE-24-31	Property Maint \ Vacant Structure	Working	Com	
8/6/2024	1040 Summerset	CE-24-17	Property Maint	Working	Com	
8/15/2024	57 Bramble Dr	CE-24-32	Property Maint \ O2V	Working	Res	1,235.61
8/22/2024	314 S Church St	CE-24-33	Property Maint	Working	Res	
8/27/2024	628 BROWNVILLE LN	CE-24-34	Property Maint	Working	Res	
9/3/2024	326 E liberty St	CE-24-37	Property Maint	Abated	Com	
9/4/2024	317 S Church St	CE-23-25	Property Maint - then SWO	Working	Res	
9/5/2024	610 W Washington Street	CE-24-05	Property Maint	Working	Res	
9/9/2024	422 W congress	CE-24-35	Property Maint	Working	Res	
9/11/2024	515 W Congress	CE-24-27	Property Maint	Working	Res	
9/23/2024	912 M.L.K. Jr Ave	CE-24-38	Property Maint \ O2V	Working	Res	
9/25/2024	314 N Mildred	CE-24-39	Property Maint	Working	Res	
9/26/2024	539 E Washington St	CE-24-40	Property Maint	Working	Res	
9/27/2024	309 W Liberty St	CE-24-41	Property Maint	Working	Res	
9/30/2024	104 N Samuel St	CE-24-42	Property Maint	Working	Com	
10/1/2024	415 E North St	CE-24-43	Property Maint	Working	Res	
10/1/2024	323 E Washington St	CE-24-44	Property Maint	Working	Res	
10/3/2024	302 S Samuel St	CE-24-36	Stop Work Order \ NoV	Working	Res	
10/3/2024	401 S Church St	CE-24-45	Stop Work Order \ NoV	Abated	Res	
10/4/2024	34 Jefferson Ave	CE-24-46	Stop Work Order \ NoV	Working	Com	
10/9/2024	528 E Washington St	CE-24-09	Property Maint	Working	Res	
10/9/2024	424 E Washington	CE-24-47	Property Maint	Abated	Res	
10/10/2024	308 E. Congress Street	CE-24-48	Property Maint	Working	Res	
10/11/2024	400 E. North	CE-24-49	Property Maint	Working	Com	
10/17/2024	303 S. Charles	CE-24-51	Property Maint \ O2V	Working	Res	
10/18/2024	540 E Washington	CE-24-52	Property Maint	Working	Res	
10/23/2024	672 E Washington	CE-24-50	Property Maint	Working	Com	
10/25/2024	102 E. Avis St	CE-24-53	Property Maint	Abated	Res	
11/1/2024	124 & 126 W Washington	CE-23-11	Property Maint	Working	Com	
11/7/2024	109 N Charles	CE-24-55	Property Maint	Working	Com	
11/7/2024	418 E North	CE-24-56	Property Maint	Working	Res	
11/8/2024	321 N Preston	CE-24-57	Stop Work Order \ NoV	Working	Res	
11/12/2024	307 N Preston	CE-24-58	Property Maint	Working	Res	
11/12/2024	307 N Preston	CE-24-59	Property Maint	Working	Com	

50 NoVs issued since June 2024
9 of those fully abated
15 are Commercial and 35 are Residential

8 Stop Work Orders since July 2024
1 Fully abated and 4 that have pulled permits

18 Door hangers issued since Aug 2024
12 Fully abated

Stop Work Orders

Date Filed	Address	Notes	Status	Case
7/27/2024	311 E Washington	Work without permit....lots of random activities with unlicensed contractors	Working	
8/22/2024	34 Jefferson Ave	Change of occupancy and work with no permit	Working	CE-24-46
8/26/2024	401 S church	New roof, no permit, unlicensed	Abated	CE-24-45
9/6/2024	502 S Church	Sewer line replacement	Open	
10/3/2024	302 S Samuel	Deck built without permit	Working	CE-24-36
10/25/2024	210 S Seminary	Complete gut and remodel with no permit. 24-643 & 24-644	Working	
11/8/2024	321 N Preston	Fron deck, railings, guards, and stairs replaced without permit	Working	CE-24-57
11/14/2024	317 S Church	NOV work without permit, not licensed contractors	Working	

Door Hangers \ Warnings

Date Served	Date Abated	Address	Violation	Status
8/22/2024	9/22/2024	35 Sagewood St	505.1 General - water turned off	Abated
8/29/2024	9/9/2024	124 W Washington	308.1 - rubbish (couches and trash)	Abated
8/29/2024	10/8/2024	424 W Washington	302.7 (tree fallen on shed)	CE-24-47
9/3/2024	9/23/2024	121 N Church St	302.4 Weeds	Abated
9/10/2024	10/7/2024	121 E Liberty St	302.4 Weeds	Abated
9/11/2024		400 E North	302.4, 302.5, 302.8	CE-24-49
9/16/2024	10/1/2024	187 Mordington Ave	302.5 Rodent Harbor	Abated
9/23/2024	9/23/2024	20 Dunlop Drive	505.1 General - water turned off	Abated
9/23/2024	9/23/2024	813 S George Apt A	505.1 General - water turned off	Abated
9/23/2024	10/28/2024	405 W liberty	505.1 General - water turned off	Abated
10/10/2024		810 MLK Jr Ave	302.4 Weeds	Working
10/10/2024		500 E Washington	302.4 Weeds	Working
10/10/2024	10/15/2024	506 MLK Jr Ave	302.4 Weeds	Abated
10/11/2024	10/15/2024	121 & 107 N Church St	302.4 Weeds	Abated
10/22/2024	10/23/2024	110 Court Street	505.1 General - water turned off \ 308.1 Rubbish	Abated
10/22/2024		108 4th St	308.1 Rubbish	Working
10/28/2024		418 E North St	308.1 Rubbish	Working
10/28/2024	11/7/2024	400 E Liberty	308.1 Rubbish	Abated

NOTICE OF VIOLATIONS
& ORDER OF CORRECTIVE ACTIONS

November 15, 2024

To: Property in Dismay
123 Easy Street
Charles Town, WV 25414

Case # CE-24-99
Via: Certified Mail & Posted on Structure

YOU ARE HEREBY NOTIFIED THAT:

In accordance with provisions of the 2018 International Property Maintenance Code (the "IPMC") and Article 1705 of the Codified Ordinances of the City of Charles Town (the "City") and pursuant to IPMC §§ 104 & 106, **THE UNDERSIGNED CODE OFFICIAL: (i) HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT IN COMPLIANCE WITH THE IPMC AND THAT YOU, AS THE PERSON RESPONSIBLE FOR THE SUBJECT PROPERTY, ARE IN VIOLATION OF THE IPMC; AND (ii) ORDERS YOU TO COMPLETE THE CORRECTIVE ACTIONS SPECIFIED BELOW BY THE STATED DEADLINES.**

FAILURE TO COMPLETE THE CORRECTIVE ACTIONS BY THE STATED DEADLINES WILL SUBJECT YOU TO EITHER OR BOTH OF THE FOLLOWING:

- **MISDEMEANOR PROSECUTION FOR THE VIOLATIONS AND IMPOSITION OF FINES OF BETWEEN $100 AND $500 FOR EACH SEPARATE VIOLATION FOR EACH AND EVERY DAY THAT VIOLATION CONTINUES AFTER SERVICE OF THIS NOTICE AND ORDER.**
- **JUDICIAL PROCEEDINGS TO RESTRAIN, CORRECT, OR ABATE THE VIOLATIONS, OR TO REQUIRE THE REMOVAL OR TERMINATION OF UNLAWFUL OCCUPANCY.**

DEFINED TERMS:

Subject Property: The "Subject Property" referred to in this Notice and Order is the real estate with the postal address of **123 Easy Street, Charels Town, WV 25414** identified for real estate tax purposes as **Parcel 0123.0000** on **Tax Map 2**, Charles Town Corporation, Jefferson County, West Virginia, together with all buildings and other structures upon such real estate.

This Notice and Order is issued to inform you of: (i) the code official's determination of violations of the IPMC; (ii) the code official's order of corrective actions; (iii) the consequences of failing to timely complete such corrective actions; and (iv) all other matters stated in this Notice and Order.

Set forth below are: (i) the conditions of the Subject Property observed by the code official; (ii) the violations of the IPMC determined by the code official; (iii) the corrective actions (repairs and improvements) hereby ordered by the code official to be taken to bring the Subject Property into compliance with the IPMC; and (iv) the deadlines for completion of such corrective actions.

VIOLATION 1: 302.3 Sidewalks and driveways

Condition Observed: Extreme slope changes and missing brick pavers on sidewalk running along S Easy Street. Grass and weed growth on sidewalk running along S Easy Street.

IPMC Violation: 302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.

Corrective Actions Ordered: Repair or replace sidewalk to remove all hazards. Remove all weed and grass growth in\on sidewalks.

Deadline for Completion of Corrective Actions: 30 Days

VIOLATION 2: 302.4 Weeds

Condition Observed: Weed and tree overgrowth is completely blocking the sidewalk and handicap accessible ramp.

IPMC Violation: 302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 10 Inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Corrective Actions Ordered: Trim back all weeds and trees from sidewalk.

Deadline for Completion of Corrective Actions: 30 Days

VIOLATION 3: 604.3 Electrical system hazards

Condition Observed: Electrical box with no cover plate and exposed wires.

IPMC Violation: 604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

Corrective Actions Ordered: Install light fixture or close with box cover.

Deadline for Completion of Corrective Actions: 10 Days

YOU ARE FURTHER NOTIFIED THAT:

1. Pursuant to IPMC § 111.1, any person directly affected by the code official's determination of violations or this Notice and Order has the right to appeal to the City's Board of Appeals and seek modification or reversal of the same by filing with the undersigned code official a written application for appeal within twenty (20) days after this Notice and Order is first served upon such person. Such an application for appeal shall be based on a claim that: (i) the true intent of the IPMC has been incorrectly interpreted; (ii) the provisions of the IPMC do not fully apply; or (iii) the requirements of the IPMC are adequately satisfied by other means.
2. In the event you fail to complete the corrective actions hereby ordered by the specified deadlines and the City thereafter takes action to correct violations, the City may place a lien on the Subject Property for all its costs expended related to such actions pursuant to IPMC § 106.3.
3. Transfer of ownership of the Subject Property other than in full compliance with IPMC § 107.6 is unlawful.

4. Nothing in this Notice and Order shall be deemed to limit the right of the City to order other corrective actions, impose other penalties, or pursue other claims with respect to the Subject Property or failure to comply with the Notice and Order.

5. In the event you believe a corrective action cannot reasonably be completed within the specified deadline, you may, prior to said deadline, request from the code official an extension of said deadline by a written statement that sets forth the reasons for the request. No extension shall be granted except upon the code official's finding of good cause shown.



Corey Lewis, Code Official

City of Charles Town
Department of Community Development
Division of Building Inspections and Code Compliance
101 E. Washington Street
Charles Town, WV 25414
P: 304-724-3261 F: 304-725-1014
CLewis@charlestownwv.us

Photos:



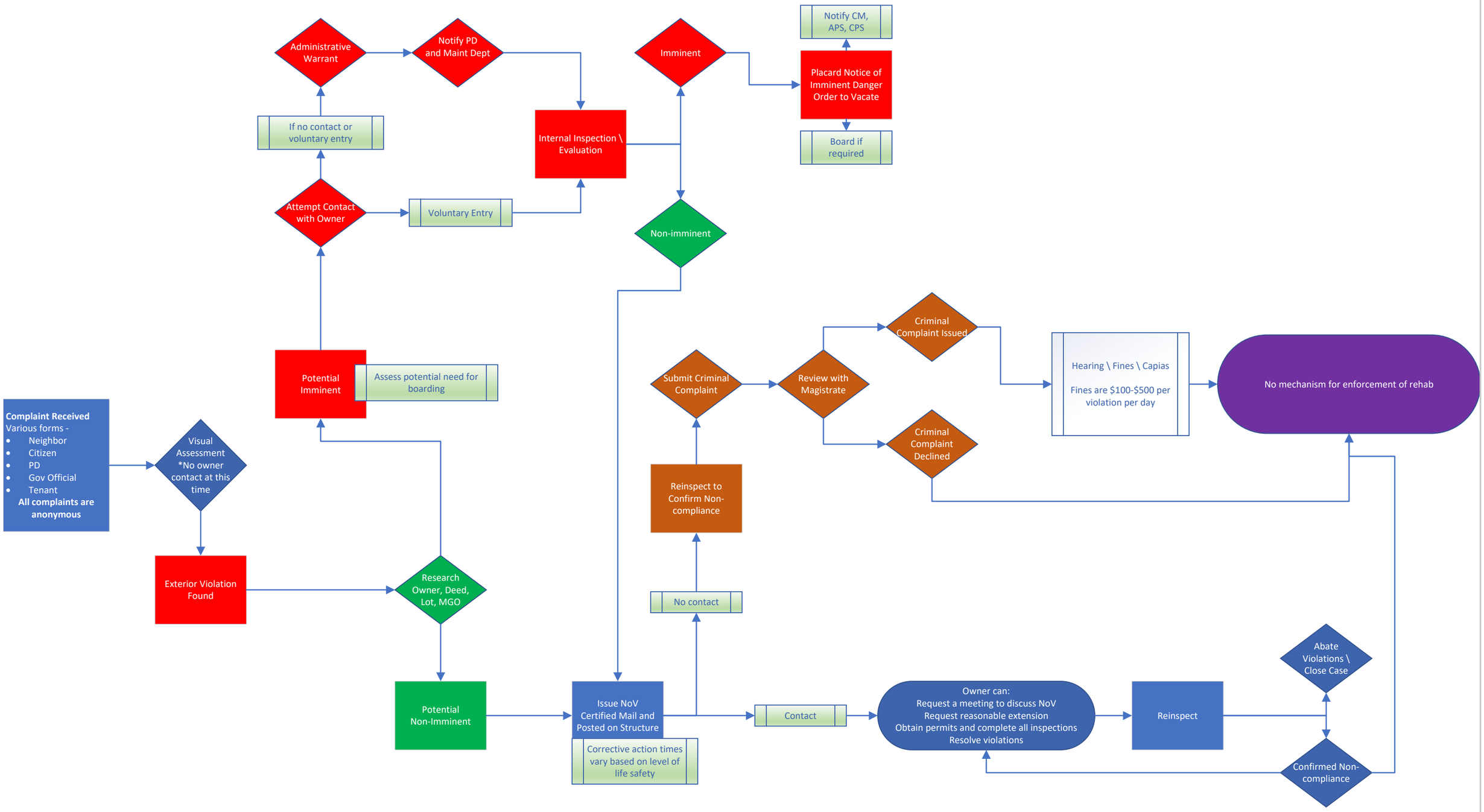
Ex 1



Ex 2



Ex 3



City of Charles Town
Code Enforcement Flow Chart 8/9/24 Rev 3

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1135: General Fund Budget Revision #2

Proposed Motion: Approve General Fund Budget revision #2

ATTACHMENTS:

- FY 2025 GF Revision #2.pdf
- FY25 GenFund Revision #2 State Worksheet.pdf

the city of Charles Town, WV

FY 2025 General Fund Revision #2

	REVENUES	FY25 Approved Budget	Revision #1	Revision #2	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
	30005 Unassigned Fund Balance (Carryover)	1,200,000	3,524,453		4,724,453		4,724,453	(0)	100%	$500K reserve for revenue/expense FY24 + $659,452 remaining Revenue/Loss balance	Bringing FY24 carryover into FY25 budget.
	30101 Taxes - Ad Valorem	1,688,544			1,688,544	863,740	939,720	748,824	56%		
	30106 Supplemental Taxes	36,000			36,000	11,186	16,745	19,255	47%	Property taxes owed from previous years, but paid in the current fiscal year.	
	30107 Tax Loss Restoration Fund	-			-		-	-			
	30200 Interest as Penalty	10,000			10,000	4,353	6,242	3,758	62%		
	30300 Gas & Oil Severence Tax	33,000			33,000		-	33,000	0%	5% severance tax on gross receipts at the well head of oil and natural gas. $66K appears to be for 2 years. Confirm when payments are received.	
	30400 Utility Tax (2%)	200,000			200,000	1,064	60,305	139,695	30%		
	30500 Business & Occupation (B&O) Tax	1,700,000		145,000	1,845,000	71,304	1,036,639	808,361	56%	$459K actuals in FY24 thru 2/29/2024. Collections should continue through August 31 then be accrued to FY24, resulting in another revision to carry over balance.	
	30600 Liquor Tax	25,000			25,000		6,919	18,081	28%	Each distribution quarter amount ranges from $5.5K - $7K, and has been steadily rising each year.	
	30700 Animal Control Tax	1,600			1,600	494	1,126	474	70%		
	30800 Hotel/Motel Tax	200,000			200,000	16,632	54,148	145,852	27%	4 traditional hotels (Turf Motel, Days Inn, TravelLodge, Carriage Inn) and 5 independent rental companies (Homeaway.com, Expedia, AirBnB, Hotel Tonight, Evolve Vacation Rental Network)	
	32000 Court Costs, Fees & Charges	260,000			260,000	18,000	62,194	197,806	24%		
	32100 Parking Violation Penalties	40,000			40,000	3,135	6,631	33,369	17%	Revised based on new program details and current year performance.	
	32500 Business License Revenue	30,000			30,000	12,285	56,869	(26,869)	190%		
	32600 Building Permit Fees	550,000			550,000	62,636	118,531	431,469	22%	Building activity increasing/expected to remain strong through FY2025 with new development projects on the horizon and increases in permit fee structure.	
	32800 Franchise Tax	75,000			75,000	111	16,247	58,753	22%	Two Cable Franchisees; working with Shentel/GloFiber on franchisee compliance	
	33000 International Registration Plan (IRP) Fees	70,000			70,000	4,061	23,565	46,435	34%	The International Registration Plan is an agreement for the registration of commercial motor vehicles that travel in the United States. It is designed to distribute apportioned taxes (registration fees) depending on the mileage driven in the participating jurisdictions.	
	33900 Emergency Service Fee	1,700			1,700		337	1,363	20%	Revenue from utility bills for EMS (5 cents)	
	34000 Parks & Rec Fee	1,700			1,700		337	1,363	20%	Revenue from utility bills for parks and recreation (5 cents)	
	34200 Parking Meter Revenues	44,000			44,000	3,577	30,103	13,897	68%	Revenue from parking meters and parking permits including ParkMobile app.	
	34500 Rents & Concessions	60,000			60,000	8,263	20,184	39,816	34%	CTUB rental of 661 space ($30k total); CW Hall Revenue is recorded as Due to Building Commission/CWH Landlord, so revising down to reflect true flow of revenues	
	35300 Zoning Fee	17,000			17,000	520	5,053	11,947	30%	Zoning applications	
	35500 Street Improvement Fee	135,000			135,000		26,618	108,382	20%	Revenue from utility bills for street improvements ($4 per month); pending fee decision from Council	
	36504 Federal Government Grants	41,667			41,667		-	41,667	0%	DOJ/COPS grant for additional police officer. $125,000 across 3 years.	
	36600 State Government Grants	-			-		-	-			
	36700 Other Grants				-	1,000	1,000	(1,000)			
	36900 Contributions from Other Funds - Sales Tax	1,000,000			1,000,000		-	1,000,000	0%	Ordinance requires payment of debt first (payments to BC are rent payments in PD and CH budgets).	
	37600 Gaming Income	250,000			250,000	21,544	58,321	191,679	23%	Gaming receipts average $19K to $23K per month in the 2nd Quarter 2024.	
	37900 Gain/Loss - Sale of Fixed Assets	-			-		-	-			
	38007 Interest Income (Operating Acct)	35,000			35,000		3,896	31,104	11%		
	38100 Reimbursements	110,000			110,000	2,443	68,055	41,945	62%	SRO reimbursement of $60k; crossing guards; misc. police reimbursements; Fuel Refunds; Pcard Rebate; etc.	
	38200 Refunds - Overpayments	400			400		855	(455)	214%		
	38600 Insurance Claims	-			-		-	-			
	39200 Property Rehabilitation	-			-		100	(100)			
	38700 Filing Fees	325			325		-	325	0%	Filing Fees Revenue - Election in FY25. $50.00 per person.	
	39700 Video Lottery	600,000			600,000	48,634	71,993	528,007	12%	Video lottery receipts average $13.4K to $22.2K per week.	
	39900 Misc Revenue	10,000			10,000	434	1,477	8,523	15%	Yard waste stickers and fingerprints	
	39902 Special Events - WV Fest	4,000			4,000		-	4,000	0%		
	39903 Special Events - General	900			900		925	(25)	103%	Special activities fees	
	39904 Special Events - CW Hall	8,500			8,500	350	2,800	5,700	33%		
	39907 Special Events - Car Show	7,000			7,000	5,155	9,350	(2,350)	134%	Car show registration and sponsors.	
	Total Revenues	**8,446,336**	**3,524,453**	**145,000**	**12,115,789**	**1,160,921**	**7,431,736**	**4,684,052**	**61%**		

	DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
	Economic Development - 402	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	03 Salaries	70,250			70,250	5,466	19,044	51,206	27%	Salary $68,844 plus 2.5% merit and holiday supplement.	
	04 FICA	5,374			5,374	418	1,457	3,917	27%	FICA @ 7.65%	
	05 Group Insurance	8,300			8,300	76	1,921	6,379	23%	Includes 14% premium increase projected by PEIA. $7,294 (Health Insurance), $540.48 (Life Insurance), Dental Ins ($266.16), Vision Ins ($111.00), EAP Premiums ($15.84)	
	06 Retirement	6,323			6,323	492	2,048	4,274	32%	PERS II Employer Contribution 9%	
	09 OPEB	2,108			2,108	109	439	1,669	21%	Deferred Compensation Employer Contribution 3%	
	11 Telephone	750			750		32	718	4%	Cell phone	
	14 Travel	4,200			4,200	115	115	4,086	3%	2 National Conferences; airfare, lodging, per-diem	
	20 Advertising/Legal Publications	-			-		-	-			
	21 Training & Education	-			-		-	-		$2,500 rolled under City Manager's office.	
	22 Dues & Subscriptions	2,000			2,000	74	291	1,709	15%	IEDC Membership, Survey Subscription, Adobe subscription	
	23 Professional Services	1,000			1,000		-	1,000	0%	Engineering Services	
	26 Insurance and Bonds	5,000			5,000	165	796	4,204	16%	Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.	
	41 Departmental Supplies	3,000			3,000	159	182	2,818	6%	Promotional items for events and City marketing and other departmental supplies.	
	43 Auto Supplies	-			-		-	-			
	Total Economic Development	**108,304**	**-**	**-**	**108,304**	**7,074**	**26,325**	**81,980**	**24%**		
	Federal Grants - 403	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	Professional Services	-			-		-	-			
	Departmental Supplies	-			-		-	-			
	Total Federal Grants	**-**	**-**	**-**	**-**	**-**	**-**	**-**			

DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
Mayor's Office - 409	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
01 Salary	12,500			12,500	1,042	3,125	9,375	25%	Mayor's Salary	
04 FICA Tax Expense	1,000			1,000	80	239	761	24%		
11 Telephone	-			-		-	-			
14 Travel Expense	2,000			2,000		-	2,000	0%	WV Municipal League	
20 Advertising/Legal Publication	-			-		-	-			
21 Training & Education	1,000			1,000		-	1,000	0%		
26 Insurance & Bonds	1,000			1,000	33	226	774	23%		
41 Departmental Supplies	500			500		-	500	0%	$453.00 - Ceremonial Keys to the City and Coins	
68 Community Contributions	2,000			2,000		696	1,305	35%		
Total Mayor's Office	**20,000**	**-**	**-**	**20,000**	**1,154**	**4,286**	**15,714**	**21%**		
Council - 410	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
01 Salaries	40,000			40,000	3,333	9,792	30,208	24%	Eight Council Members at $5,000 annual salary	
04 FICA Tax Expense	3,100			3,100	255	749	2,351	24%		
14 Travel Expense	4,800			4,800		-	4,800	0%	Conferences	
20 Advertising	-			-		-	-			
21 Training & Education	3,200			3,200	949	1,849	1,351	58%	Conference Registration ($450 per registration)	
26 Insurance & Bonds	3,200			3,200	106	723	2,477	23%	Umbrella, Commercial Property, Worker's Comp, Automobile, Liability	
41 Departmental Supplies	700			700		68	632	10%		
Total Council	**55,000**	**-**	**-**	**55,000**	**4,643**	**13,181**	**41,819**	**24%**		

	DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
	City Manager - 412	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	03 Salaries	180,000			180,000	13,929	48,251	131,749	27%	City Manager Salary ($120,000) + 2.5% Merit ($1,545) + Holiday Supplement ($500) Deputy City Clerk Salary (from $52,674 to $54,000) + 2.5% Merit ($695.25) + Holiday Supplement ($500) City Manager requesting promotion and salary increase for from Deputy City Clerk to City Clerk. Finance Committee approved dollar amount.	
	04 FICA Tax Expense	14,400	100		14,500	1,066	3,693	10,807	25%	FICA Tax @ 7.65%	Increase due to additional overtime allocation.
	05 Group Insurance	2,000			2,000	137	532	1,468	27%	Health, Dental, Vision, Life insurance, EAP	
	06 Retirement	16,200			16,200	1,254	4,344	11,856	27%	9% Employer Contribution PERS I and II	
	08 Overtime		1,000		1,000		20	980	2%		Allocation for Deputy City Clerk overtime.
	09 OPEB	5,400			5,400	411	1,433	3,967	27%	3% Employer Contribution Deferred Compensation plan	
	11 Telephone	520			520		42	478	8%	Mobile phone service	
	14 Travel Expense	1,500			1,500		-	1,500	0%	WVML Trip, City Clerk Election Training	
	20 Advertising	-			-		-	-			
	21 Training & Education	20,000	1,500		21,500	165	1,475	20,025	7%	402 Economic Development - $2,500 - Two National Conferences 415 Court Clerk - $500 - Municipal Court training, Election training 437 Planning & Zoning - $7,000 - Leadership WV Jefferson and APA Online Training 425 Enforcement Agency - $2,000 - ICC Conference & WV Code Officials Seminar 436 Building Inspections - $2,000 - ICC Conference & WV Code Officials Seminar 440 City Hall - $2,000 - WVML Conference 413 Treasurer's Office - $4,000 - WV GFAO Training - 4 employees; Spring or Fall Conference 750 Maintenance - $1,500	$1500 allowance for City Attorney training.
	22 Dues & Subscriptions	1,000			1,000		-	1,000	0%	Adobe subscriptions. ICMA and WVML Fees.	
	23 Professional Services	-			-		-	-		Background checks for City Manager candidates. Not required this year.	
	26 Insurance & Bonds	15,000			15,000	505	3,446	11,554	23%	Umbrella, Commercial Property, Worker's Comp, Automobile, Liability	
	41 Departmental Supplies	750			750		-	750	0%	Misc. Office Supplies	
	43 Auto Supplies (Gas & Oil)	-			-		-	-		Gas is covered under travel expenses.	
	Total City Manager	**256,770**	**2,600**	**-**	**259,370**	**17,467**	**63,235**	**196,135**	**24%**		

DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
Treasurer - 413	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	235,000			235,000	15,518	57,222	177,778	24%	Director of Finance ($100,000), Accounting Clerk III ($44,762), Accounting Clerk II 0.5 FTE ($40,685), Accounting Clerk I ($37,500) plus 2.5% merit, holiday supplement, and overtime.	
04 FICA Tax Expense	18,800	200		19,000	1,239	4,452	14,548	23%	FICA Tax @ 7.65%	Increase due to additional overtime allocation.
05 Group Insurance	25,000			25,000	2,505	10,631	14,369	43%	Health, Dental, Vision, Life insurance, EAP	
06 Retirement	21,150			21,150	1,445	5,224	15,926	25%	9% Employer Contribution PERS I and II	
08 Overtime		2,000		2,000	683	970	1,030	48%		Allocation for Accounting Clerks I, II & III overtime.
09 OPEB	7,050			7,050	351	1,458	5,592	21%	3% Employer Contribution Deferred Compensation plan	
11 Telephone	500			500		32	468	6%	Director of Finance Cell Phone	
12 Printing	-			-		-	-			
14 Travel Expense	4,000			4,000		-	4,000	0%	Director & Acct. Clerk III - WV Government Finance Officers Association Training	
18 Postage	-			-		-	-		Transfer cost to City Hall and Pitney Bowes machine.	
20 Advertising/Legal Pubs	2,000			2,000	49	49	1,952	2%	Financial statement publication $625, Levy Estimate $425, Tax increase notice $250.	
21 Training & Education	-			-		-	-		$4,000 Rolled into City Manager's budget	
22 Dues & Subscriptions	800			800		-	800	0%	Adobe subscription for Director & Accounting Clerk III	
23 Professional Services	2,500			2,500	1,600	2,950	(450)	118%	J.C. Kunkle Accounting Services - CWH Landlord Trial Balance Analysis ($1,200) Police pension annual report ($800) Background Checks for New Hires ($300)	
24 Audit Costs	42,000			42,000	2,400	2,400	39,600	6%	Perry & Associates and J.C. Kunkle FY25 Compilation and Preparation of Audit	
26 Insurance & Bonds	15,000			15,000	574	3,919	11,081	26%	General Liability, Worker's Compensation, Umbrella	
30 Contracted Services	25,000			25,000		-	25,000	0%	Tyler Technologies - Incode Annual License Fee - $20,000 Business License Software Maintenance (Progressive Solutions) - $5,000	
38 Refunds			145,000	145,000	4,913	6,349	138,651			
41 Departmental Supplies	2,000			2,000	82	501	1,499	25%	Paper folder machine ($500)	
59 Capital Outlay	-			-		-	-			
Total Treasurer	**400,800**	**2,200**	**145,000**	**548,000**	**31,357**	**96,156**	**451,844**	**18%**		

Court Clerk - 415	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	62,000			62,000	4,849	16,663	45,337	27%	Court Clerk Salary: $59,996 plus 2.5% merit, and holiday supplement	
04 FICA	4,960	100		5,060	371	1,285	3,775	25%	FICA Tax @ 7.65%	Increase due to additional overtime allocation.
05 Group Insurance	12,529			12,529	69	3,836	8,693	31%	Health, Dental, Vision, Life insurance, EAP + 14% premium increase	
06 Retirement	5,580			5,580	436	1,512	4,068	27%	9% Employer Contribution PERS I and II	
08 Overtime		1,000		1,000		133	867	13%		Allocation for Court Clerk overtime.
09 OPEB	1,860			1,860	95	388	1,473	21%	3% Employer Contribution Deferred Compensation plan	
14 Travel	500			500		-	500	0%	Court Clerk training and Election training	
18 Postage	-			-		35	(35)			
20 Advertising/Legal Publications	700			700		-	700	0%		
21 Training & Education	-			-		-	-		$500 transferred to City Manager's budget. WVML training and Election training.	
22 Dues & Subscriptions	-			-		-	-			
23 Professional Services	-			-		-	-			
24 Audit Costs	-			-		-	-			
26 Insurance & Bonds	4,500			4,500	153	1,044	3,456	23%	Court Clerk Bond, General Liability, Worker's Compensation, Umbrella	
30 Contracted Services	25			25		-	25	0%	Flu shot	
41 Departmental Supplies	600			600		27	573	5%	Ink cartridges, paper stock	
Total Court Clerk	**93,254**	**1,100**	**-**	**94,354**	**5,974**	**24,922**	**69,432**	**26%**		

DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
Police Judges - 416	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	32,000			32,000	2,800	7,500	24,500	23%	Two Municipal Court judges; two magistrates; two prosecuting attorneys; and extra $2k for special judge.	
04 FICA	2,400			2,400	214	574	1,826	24%		
14 Travel	500			500		-	500	0%	WV State mandated annual training for magistrates & judges	
21 Training & Education	1,000			1,000		-	1,000	0%	WV State mandated annual training for magistrates & judges	
22 Dues and Subscriptions	100			100		-	100	0%		
23 Professional Services	1,000			1,000		-	1,000	0%		
26 Insurance & Bonds	2,500			2,500	85	579	1,921	23%		
41 Departmental Supplies	-			-		-	-			
Total Police Judges	**39,500**	**-**	**-**	**39,500**	**3,099**	**8,652**	**30,848**	**22%**		
City Attorney - 417	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries		150,000		150,000	11,538	17,308	132,692	12%		Salary $ plus 2.5% merit and holiday supplement.
04 FICA		12,000		12,000	883	1,324	10,676	11%		FICA @ 7.65%
05 Group Insurance		13,000		13,000		-	13,000	0%		Health, Dental, Vision, and Life insurance.
06 Retirement		13,500		13,500	865	1,212	12,288	9%		PERS II Employer Contribution 9%
09 OPEB		4,500		4,500	346	519	3,981	12%		Deferred Compensation Employer Contribution 3%
11 Telephone		2,000		2,000		-	2,000	0%		$1500 cell phone cost and $500 for monthly services.
14 Travel		1,000		1,000		-	1,000	0%		Travel allowance for various trainings.
20 Advertising/Legal Publications		1,000		1,000		-	1,000	0%		Allowance for legal publications.
21 Training & Education				-		-	-			Rolled under City Manager's office.
22 Dues & Subscriptions		1,500		1,500		-	1,500	0%		Allowance for legal subscriptions and memberships.
23 Professional Services	225,000	(200,000)		25,000	9,023	9,023	15,978	36%	Cost for outside legal council.	
26 Insurance and Bonds		5,000		5,000		-	5,000	0%		Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.
41 Departmental Supplies		500		500		-	500	0%		Miscellaneous office supplies.
Total Attorney	**225,000**	**4,000**	**-**	**229,000**	**22,655**	**29,385**	**199,615**	**13%**		

DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
Enforcement Agency - 425	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	56,000			56,000	4,208	15,122	40,878	27%	Code Enforcement Officer: $54,322.83 plus 2.5% merit and holiday supplement.	
04 FICA	4,284			4,284	322	1,157	3,127	27%	FICA @ 7.65% of Salary	
05 Group Insurance	1,140			1,140	67	1,619	(479)	142%	Includes 14% premium increase projected by PEIA. Current expenses include: Life Ins. ($545 per mo), Dental ($266 per mo), and Vision ($111 per mo).	
06 Retirement	5,040			5,040	379	1,320	3,720	26%	PERS II Employer Contribution 9%	
09 OPEB	1,680			1,680	126	498	1,182	30%	457(b) Deferred Compensation Employer Contribution (3%)	
11 Telephone	750	1,500		2,250		1,837	413	82%		Allocation for new cell phone.
14 Travel	3,000			3,000		-	3,000	0%	International Code Council Conference. Orlando. 2-3 days; airfare, lodging, meals, rental car/gas WV Code Officials Association Seminar. Roanoke, WV; airfare, lodging, meals, rental car/gas	
18 Postage	1,000			1,000	120	903	97	90%	Certified Mailings	
20 Advertising/Legal Publications	1,000			1,000		-	1,000	0%		
21 Training & Education	-			-		-	-		$3,500 transferred to City Manager's budget. International Code Council Conference. Orlando, FL. Registration Fee ($1,600) WV Code Officials Spring Seminar, Roanoke, WV (9/2024) Registration Fee ($150)	
22 Dues & Subscriptions	1,000			1,000	170	170	830	17%	Women in Code Enforcement (WICED) Membership Fees ($35) ICC Membership ($160/yr)	
26 Insurance and Bonds	3,800			3,800	129	881	2,919	23%	Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.	
30 Contracted Services	71,100			71,100	4,464	7,788	63,312	11%	Kimley-Horn Engineering Services / Nuisance Properties; discuss process w/council. Trash removal fees at Marware apartments ($5,500) and storage fees at Whitteried property ($15,600). Cost moved to Code Enforcement.	
41 Departmental Supplies	3,000			3,000	135	2,241	759	75%	Office printer, building safety month supplies, jackets, boots, code books	
43 Auto Supplies	-			-		-	-		Under Maintenance budget	
Total Enforcement Agency	**152,794**	**1,500**	**-**	**154,294**	**10,120**	**33,535**	**120,759**	**22%**		

Regional Dev Authority - 435	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
22 Dues & Subscriptions	6,600			6,600		6,142	458	93%	Region 9 Assessment - Fees are going up	
Total Regional Dev. Authority	**6,600**	**-**	**-**	**6,600**	**-**	**6,142**	**458**	**93%**		
Total City Administration	**1,358,022**	**11,400**	**145,000**	**1,514,422**	**103,543**	**305,818**	**1,208,604**			

	DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
	Building Inspections - 436	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	03 Salaries	82,300			82,300	5,007	21,065	61,235	26%	Building Official/Inspector: $80,653.29 plus 2.5% merit plus holiday supplement	
	04 FICA	6,296			6,296	383	1,611	4,685	26%	FICA @ 7.65% of Salary	
	05 Group Insurance	1,650			1,650	102	376	1,274	23%	Dental/Life/Vision/EAP Premiums	
	06 Retirement	7,100			7,100	375	1,778	5,322	25%	PERS II Employer Contribution (9%). $272.37 per pay period * 26 pay periods	
	09 OPEB	1,575			1,575	83	395	1,180	25%	457(b) Deferred Comp Employer Contribution (3%). $60.53 per pay period * 26 pay periods	
	11 Telephone	1,010			1,010		84	926	8%	Two lines; one is a hot spot. $84.18 per month x 12 months = $1,010.16 per year in actual costs	
	14 Travel	3,000			3,000		-	3,000	0%	National ICC Conference; Women in Code Enforcement Training; airfare, lodging, meals, gas	
	17 R&M Auto	-			-		-	-		Under Maintenance budget	
	18 Postage	1,000			1,000		-	1,000	0%	Certified mailings for property Notice of Violations	
	20 Advertising/Legal Publications	500			500	40	40	460	8%	Job posting costs	
	21 Training & Education	-			-		-	-		$2,500 in City Manager's budget. ICC national conference, WV State Code Conference.	
	22 Dues & Subscriptions	1,000			1,000		-	1,000	0%	ICC membership dues; WICA subscription	
	23 Professional Services	10,000	5,000		15,000		-	15,000	0%	To cover expenses associated with inspections; compliance.	Allowance for outsourcing inspections.
	26 Insurance & Bonds	6,000			6,000	195	1,334	4,666	22%	Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.	
	41 Departmental Supplies	3,000			3,000		33	2,967	1%	Mobile printer for vehicle, jackets, boots, building safety month	
	43 Auto Supplies	-			-		-	-		Under Maintenance budget	
	Total Building Inspections	**124,431**	**5,000**	**-**	**129,431**	**6,185**	**26,717**	**102,714**	**21%**		

	DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
	Planning & Zoning - 437	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	03 Salaries	243,000			243,000	18,128	66,868	176,132	28%	Director of Community Development: $96,937, City Planner/Zoning/Subdiv Administrator: $84,721, Permit Tech: $50,141 plus 2.5% step increase on 1/1/2025 for all three positions. Includes Holiday Supplement pay ($500 x 3 employees = $1,500) and summer intern ($5,250).	
	04 FICA	19,000	50		19,050	1,418	5,156	13,894	27%	FICA @ 7.65% of Salary	Increase due to additional overtime allocation.
	05 Group Insurance	31,000			31,000	256	4,528	26,472	15%	Includes 14% increase projected by PEIA. Health/Dental/Life/Vision/EAP Premiums	
	06 Retirement	23,085			23,085	1,668	5,794	17,291	25%	PERS II Employer Contribution (9%)	
	08 Overtime		500		500	411	532	(32)	106%		Allocation for Permit Tech. overtime.
	09 OPEB	7,290			7,290	319	1,168	6,122	16%	457(b) Deferred Comp Employer Contribution (3%).	
	11 Telephone	250			250		20	230	8%	Director's department cell phone	
	14 Travel	8,000			8,000		-	8,000	0%	James - American Planning Association Conference Alissa - WV Leadership Trainings (12 trainings) & Women Leaders in Code Kim - MGO Conference	
	18 Postage	1,000			1,000		-	1,000	0%	Certified Mailings; Legal notices, yard sign postings	
	20 Advertising/Legal Publications	4,500			4,500	106	260	4,240	6%	Advertising of BZA and public hearings for P/C meetings; hearing placards	
	21 Training & Education	-			-		-	-		$7,000 rolled into City Manager's budget. Alissa - WV Leadership conference registration	
	22 Dues & Subscriptions	3,000			3,000	106	106	2,894	4%	AICP Membership; Kim ICC membership; Alissa Community Development Society membership; Women Leaders in Code membership, Adobe subscription for 2 people.	
	23 Professional Services	5,000			5,000		-	5,000	0%	GIS Aerial imagery, Engineering Services, Background Checks	
	26 Insurance & Bonds	20,000			20,000	556	3,797	16,204	19%	Worker's Comp, Prof Liability, Umbrella, Automobile, Commercial Property.	
	30 Contracted Services	30,000			30,000		890	29,110	3%	Kimley-Horn and Associates - Engineering and routine plan review; bond assessments;	
	31 Contracted Services - Tree Board	2,000			2,000		-	2,000	0%	To maintain Tree City USA Status, we must house this cost in the budget which is based on the population.	
	38 Refunds				-		50	(50)			
	41 Departmental Supplies	4,000			4,000	14	346	3,654	9%	Public hearing signs, office supplies, promotional supplies	
	53 Computer Software / Tech	9,000			9,000		730	8,270	8%	MyPermit Now Monthly Fees	
	59 Capital Outlay	-			-		-	-			
	Total Planning and Zoning	**410,125**	**550**	**-**	**410,675**	**22,981**	**90,244**	**320,431**	**22%**		
	Total City Bldg Inspection, P&Z, and Enforcement Agency	**795,654**	**7,050**	**-**	**802,704**	**46,360**	**176,821**	**625,884**			
	Elections - 438	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	12 Printing	3,000			3,000		-	3,000	0%		
	20 Advertising/Legal Publications	500			500		-	500	0%	Publish ballot multiple times	
	23 Professional Services	-			-		-	-			
	30 Contracted Services	5,000			5,000		-	5,000	0%	Poll workers for early voting and day of election.	
	41 Departmental Supplies	2,000			2,000		-	2,000	0%	Purchase of ballots $1,500, Election Kits, Paper, Election Banner, Voter Stickers	
	Total Elections	**10,500**	**-**	**-**	**10,500**	**-**	**-**	**10,500**	**0%**		

	DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
	City Hall - 440	FY25 Approved Budget	Revision #1	Revision #2	Current Budget	September 2024	FY 2025 YTD Actual	FY 2025 Budget Balance	% Over/Under Budget	Approved Budget Notes and Explanations	Revision #1 Notes
	3 Salaries	95,000			95,000	7,342	25,586	69,414	27%	Director of Operations Salary: $92,500 + 2.5% Merit + Holiday Supplement	
	4 FICA Taxes	7,600			7,600	562	1,957	5,643	26%	FICA @ 7.65%	
	5 Group Insurance	16,500			16,500	469	4,301	12,199	26%	Health, Dental, Vision, Life, Employee Assistance Program	
	6 Retirement	9,500			9,500	661	2,303	7,197	24%	9% Employer Contribution	
	9 OPEB	2,000			2,000	220	825	1,175	41%	3% Deferred Compensation Employer Contribution	
	11 Telephone	18,000			18,000	708	5,198	12,802	29%	WebEx Phone Services ($6,000), Internet Service ($3,012), Cell phone - Director ($384), Rouss Hall Phone Service ($7,200 per year/$600 per mo.) **Proposing upgrade to internet service. 1 Gbps with GloFiber. $1,900 per month, $22,800 per year. One time set up fee $1,900. $950 set up cost allocated to Police Dept, $950 set up cost allocated to City Hall. Please review quote in attachments.**	
	13 Utilities	21,000			21,000		198	20,802	1%	City Hall Oil and Electric, Rouss Hall Electric, CTUB Water/Sewer	
	14 Travel Expense	2,000			2,000		-	2,000	0%	WV Municipal League Election Training in Charleston, WV and another conference in Baltimore, MD	
	15 Repair & Main. Bldg & Grounds	12,000			12,000		159	11,841	1%	Elevator Services and City Hall maintenance.	
	16 Repair & Main. Equipment	-			-		-	-			
	17 Repair & Main. Auto	-			-		-	-			
	18 Postage	3,500	500		4,000	10	895	3,105	22%	Pitney-Bowes Machine Postage; includes Treasurer's office mailings for B&O Tax Collection	Allowance for increase in postage costs.
	19 Bldg & Equipment Rental	250,000			250,000	700	60,505	189,495	24%	CWH Loan ($16,667 per month), CTUB Rent ($2,550 per month), Postage Lease, City Copier Rental, Plat Printer	
	20 Advertising/Legal Publications	5,000			5,000	360	776	4,224	16%	American Legal Publishing, Job postings, Weekly Event Calendar ($3,640), Board Vacancy Advertisements	
	21 Training & Education	-			-		-	-		$2,000 transferred to City Manager's budget	
	22 Dues & Subscriptions	3,500			3,500		-	3,500	0%	Jefferson County Chamber of Commerce ($275), SHRM Membership ($300), WVML Annual Dues ($2,400)	
	23 Professional Services	25,000			25,000	1,800	6,028	18,972	24%	Millenium Group insurance broker services estimated $1,800 per month, Open enrollment, payroll integration.	
	24 Audit Costs				-		-	-			
	26 Insurance & Bonds	17,000			17,000	255	9,113	7,887	54%	Liability, Worker's Comp, Auto Insurance, Umbrella, Commercial	
	30 Contracted Services	181,404			181,404	16,580	103,494	77,910	57%	Sustainable Strategies (Grant Consultant, Matt Ward) - $28,800 ($2,400 per month) Website Hosting Fee (Revize) - $3,900 per year for 5 years Pest Control Services - $1,000 Printer & Copier Lease - $14,400 Patton Commercial Cleaning Services for City Hall and Rouss Hall - $35,000 Payroll Processing Base Fees - $3,864 ADP Software Recurring Annual Fee - $19,440 Tek Advisors - Moving this out of Capital Budget and into Operating budget - $75,000 per year.	
	31 Bad Debt Expense	-			-		-	-			
	32 Bank Charges	29,000	31,000		60,000		10,065	49,935	17%	Credit card merchant fees, eCheck Usage Fees, Fraud Detection Fees	Allocation for credit card merchant fees.
	37 Other Fees/Taxes	1,500			1,500		-	1,500	0%	Late fees	
	41 Departmental Supplies	12,000	3,000		15,000	1,032	2,272	12,728	15%		Increase due to rising kitchen, cleaning, & office supplies costs.
	43 Auto Supplies (Gas & Oil)	-			-		-	-			
	53 Computer Software / Tech	15,000			15,000		11,763	3,237	78%	City Sonic Wall Annual License - $1,700 Clearcaster Annual License - $1,700 Granicus Annual License - $9,500 - Agenda management,Online training, Audio/Visual software for livestreaming meetings VEEAM Annual Maintenance - $600.00 Zoom Fees - $1,500 per year	
	59 Capital Outlay	-			-		-	-			
	68 Contributions	-			-		-	-			
	70 Capital Lease	-			-		-	-			
	75 Special Emergency Expense	-			-		-	-		Covid related expenses	
	Total City Hall	**726,504**	**34,500**	**-**	**761,004**	**30,700**	**245,436**	**515,568**	**32%**		

	DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
	Contributions/Transfers - 444	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	68 Contributions - "But For" Organizations	60,000			60,000		-	60,000	0%	Citizens Fire Co. $95K and EPTA Requests $50K	
	68 Community Awards	-			-		-	-			
	68 Contributions - Revive Grant	20,000			20,000		-	20,000	0%	Unspent Revive! Funding rolled over to FY24	
	68 Contributions - Façade Improvement Program	15,000			15,000		-	15,000	0%		
	68 Contributions - Homeless Solutions	25,000			25,000		14,402	10,598	58%	County Homelessness position funding commitment	
	68 Contribution - Nuisance Property Expenses	-			-		-	-		Trash removal fees at Marware apartments ($5,500) and storage fees at Whitteried property ($15,600). Cost moved to Code Enforcement.	
	68 Contributions - Sidewalk Improvement Program	15,000			15,000		-	15,000	0%	SIP grant historically funded out of CIP, but expense was moved General Operating budget to reflect ongoing and not capital expenses. Reducing by $5k due to lack of public interest	
	Total Contributions/Transfers	**135,000**	**-**	**-**	**135,000**	**-**	**14,402**	**120,598**	**11%**		
	Parking - 571	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	03 Salaries	41,614			41,614	3,024	3,024	38,590	7%	Base salary, contingency, 2.5% merit, holiday supplement, and clothing allowance	
	04 FICA Tax Expense	3,300	200		3,500	231	231	3,269	7%	FICA @ 7.65%	Increase due to additional overtime allocation.
	05 Group Insurance	9,300			9,300		-	9,300	0%	Health, Dental, Vision, Life, Employee Assistance Program	
	06 Retirement Expense	3,600			3,600	320	416	3,184	12%	9% Employer Retirement Contribution	
	08 Overtime		2,000		2,000		-	2,000	0%		Allocation for parking attendant overtime.
	09 OPEB	1,400			1,400	91	136	1,264	10%	3% Deferred Compensation Employer Contribution	
	13 Utilities	1,200			1,200		-	1,200	0%	Electric Service	
	16 Repair & Main - Equipment	3,000			3,000		-	3,000	0%	Parking meter repairs and maintenance	
	18 Postage	500			500		-	500	0%		
	19 Bldg & Equipment Rental	1,000			1,000		-	1,000	0%		
	20 Advertising / Legal Publications	500			500		-	500	0%		
	23 Professional Services	-			-		-	-			
	26 Insurance & Bonds	3,000			3,000	96	653	2,347	22%	Prof Liability, Umbrella, Automobile, Worker's Comp	
	30 Contracted Services	500			500		-	500	0%		
	41 Departmental Supplies	5,000			5,000		176	4,824	4%	Office Supplies, Batteries, Handheld Printer Paper	
	45 Uniforms	500			500	564	793	(293)	159%	Jacket, Uniform Shirt, Patches, Badge, etc.	
	53 Computer Software/Tech	4,000			4,000		-	4,000	0%	United Public Safety/T2 Annual Fees	
	Total Parking	**78,414**	**2,200**	**-**	**80,614**	**4,325**	**5,429**	**75,186**	**7%**		

	DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
	Contingencies - 699	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**Budget Balance**	**Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	Other Contributions	254,996	95,004		350,000		-	350,000	0%	Placeholder for 3.2% COLA ($84,900 plus $16,980 for FICA/Retirement Cont.); $50,000 for emergency snow costs. $41,667 for COPS grant for additional police officer.	Allowance for city wide unexpected expenses.
	Total Contingencies	**254,996**	**95,004**	**-**	**350,000**	**-**	**-**	**350,000**	**0%**		
	Police Department - 700	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	03 Salaries	1,532,798	5,000		1,537,798	106,701	390,079	1,147,719	25%	Base Salaries plus contingency, 2.5% merit, longevity, shift differential, clothing allowance, holiday supplement. Seven (7) Patrolman ($52,998.40 - $55,681.60) Two (2) Patrolman First Class ($58,510.40 - $64,542.40) Three (3) Sergeants ($76,689.60 - $86,756.80) Two (2) Lieutenants ($93,246.40 - $95,576.00) Three (3) Corporals ($67,808 - $82,617.60) Three (3) Administrative personnel ($36,276.00 - $55,910.40) One (1) Chief ($134,650)	Allowance for additional promotions.
	04 FICA	50,000	1,200		51,200	7,390	21,549	29,651	42%	FICA Tax at 7.65%	Increase due to additional overtime allocation.
	05 Group Insurance	180,000			180,000	1,320	42,429	137,571	24%	PEIA/Health insurance increase from $9K to $12K per month.	
	06 Retirement	140,000			140,000	10,799	37,771	102,229	27%	Employer Retirement Contribution PERS I and II (9%) and MPFRS (8.5%)	
	07 Police Pension	64,000			64,000	233	15,494	48,506	24%	Legacy CTPD Retirement System	
	08 Overtime	150,000	10,000		160,000	16,634	60,127	99,873	38%		Allowance for unanticipated police overtime.
	09 OPEB	48,000			48,000	3,030	11,579	36,421	24%	457(b) Deferred Compensation 3%	
	10 Prior Year SS Exemption Correction				-	1,015	1,015	(1,015)			
	11 Telephone	48,500			48,500	1,394	5,550	42,950	11%		
	13 Utilities	48,000			48,000	4,733	6,565	41,435	14%	Electric and Internet Service, increase in FY254.	
	14 Travel	4,000			4,000		614	3,386	15%		
	15 R&M Building & Grounds	2,200			2,200	222	278	1,922	13%	Lights, Paint, Air Filters, Electrical supplies, Batteries	
	16 R&M Equipment	2,500			2,500	693	693	1,807	28%	Generator Service	
	17 R&M Auto	45,000			45,000	1,318	6,996	38,004	16%	Oil changes, Air filters, Vehicle Repairs, State Inspections, Vehicle Maintenance (Brakes/Rotors, Tires, etc.	
	18 Postage	1,300			1,300		8	1,292	1%		
	19 Building & Equipment Rental	100,000			100,000	320	24,403	75,597	24%		
	20 Advertising/Legal Publications	5,600			5,600	870	1,458	4,143	26%	New Hire Ads 3-6 ads in local paper	
	21 Training & Education	20,000			20,000	279	1,779	18,221	9%		
	22 Dues & Subscriptions	2,000			2,000		60	1,940	3%	WVCOP Dues, IACP, SRO, Journal	
	23 Professional Services	6,500			6,500	120	445	6,055	7%	Polygraph Exams, Physical Exams, Diagnostic Imaging	
	26 Insurance & Bonds	105,000			105,000	3,646	24,902	80,098	24%	Worker's Comp, Liability, Automobile, Liability Claims, Commercial Property Insurance	
	30 Contracted Services	48,000			48,000	2,366	5,639	42,361	12%	CALEA Annual Continuation Fee ($4,595), Background Checks, Court Translator, Cleaning Fees, HVAC Service 661 George St.	
	32 Bank Charges	250			250		-	250	0%		
	37 Other Fees & Taxes	250			250		-	250	0%	661 George St. Ambulance Fees	
	41 Departmental Supplies	40,000			40,000	234	4,135	35,865	10%	Ammunition, Office Supplies, Cleaning Supplies, Water Delivery	
	43 Auto Supplies	65,000			65,000	5,922	12,940	52,060	20%	Gas for Police Vehicles	
	45 Uniforms	20,000			20,000	500	2,776	17,224	14%		
	53 Computer Software/Tech	29,000			29,000	1,085	12,486	16,514	43%	CAD, Guardian Tracking, Police One Academy, Powerdms, POSS-Essentials	
	Total Police Dept	**2,757,898**	**16,200**	**-**	**2,774,098**	**170,824**	**691,771**	**2,082,327**	**25%**		

DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
Police-Special Duty Crossing Guard - 704	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
03 Salaries	34,803			34,803	3,444	4,557	30,247	13%	Five (5) Part-Time Crossing Guards (Wright Denny and Charles Town Middle). Expenses reimbursed by BOE. No COLA.	
04 FICA Tax Expense	2,600			2,600	263	349	2,251	13%		
26 Insurance & Bonds	1,750			1,750	65	443	1,307	25%		
41 Departmental Supplies	250			250		-	250	0%	Stop signs	
45 Uniforms	500			500		-	500	0%	Reflective jackets and vests	
43 Auto Supplies (Gas & Oil)	-			-		-	-			
Total Police - Special Duty Crossing Guard	**39,903**	**-**	**-**	**39,903**	**3,772**	**5,348**	**34,555**	**13%**		
Total Police and Crossing Guards	**2,797,801**	**16,200**	**-**	**2,814,001**	**174,597**	**697,119**	**2,116,882**			
Dog Warden - 707	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
Contributions	1,600.00			1,600		-	1,600	0%	City passes along the dog tag fees to the County	
Total Dog Warden	**1,600.00**	**-**	**-**	**1,600**	**-**	**-**	**1,600**	**0%**		

	DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
	Maintenance - 750	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	03 Salaries	263,643			263,643	18,738	66,974	196,669	25%	Promote Maintenance Supervisor to Director; increase in salary from $73,418 to $80,000, plus three (3) Maintenance Staff: $66,454, $49,995 and $42,064 plus 5.0% Merit and Holiday Supplement.	
	04 FICA Tax Expense	21,091	400		21,491	1,577	5,369	16,122	25%	FICA @ 7.65%	Increase due to additional overtime allocation.
	05 Group Insurance	26,000			26,000	256	6,054	19,946	23%	Health, Dental, Vision, Life, Employee Assistance Program	
	06 Retirement	23,728			23,728	1,855	6,151	17,577	26%	9% Employer Contribution	
	08 Overtime		5,000		5,000	1,876	3,211	1,789	64%		Overtime allowance for maintenance employees.
	09 OPEB	7,909			7,909	311	1,198	6,711	15%	3% Deferred Compensation Employer Contribution	
	11 Telephone	3,000			3,000		59	2,941	2%	Field staff equipped with cell phones	
	13 Utilities	100,000			100,000	356	452	99,548	0%	Electric (street lights), water, sewer, and internet	
	14 Travel Expense	1,500			1,500		-	1,500	0%	Maintain certifications; other skill enhancement training as required/proposed	
	15 R&M Buildings and Grounds	14,000	20,000		34,000	40	53	33,947	0%	General maintenance of city buildings.	Increase for elevator and HVAC repairs transfererd from capital outlay. This also includes repairs for Ortegas equipment per contract.
	16 R&M Equipment	15,000			15,000	4,985	5,345	9,655	36%	Regular maintenance of fleet equipment, primary expense is street sweeper repairs. We have a new leaf vacuum, so we don't have as much maintenance expense.	
	17 R&M Auto	7,000	3,000		10,000	1,013	2,362	7,638	24%	Regular maintenance of department vehicles.	Allocation for additional vehicle repair.
	19 R&M Bldg and Equip Rental	-			-		-	-		Equipment rented as required to maintain various city buildings.	
	20 Advertising	-			-		-	-		Spring and Fall Cleanup. Additional city sponsored projects as required.	
	21 Training & Education	-			-		-	-		Maintain certifications; other skill enhancement training as required/proposed	
	22 Dues & Subscriptions	200	300		500		-	500	0%	Camera subscription and CDL License Fees	Additional allocation for CDL licenses.
	23 Professional Services	120	380		500		104	396	21%	CDL physicals	Additional allocation for CDL physicals.
	26 Insurance & Bonds	19,000			19,000	619	4,227	14,773	22%	Liability, Worker's Comp, Vehicle Insurance	
	30 Contracted Services	50,000	5,000		55,000	7,617	10,162	44,838	18%	Trash Service, Box Rental Fees, Contractor for Tree Services, Snow Removal and Salt	Allowance for Happy Retreat Ash tree removal.
	41 Departmental Supplies	12,000	29,000		41,000	4,339	6,856	34,144	17%	General maintenance annual supplies.	$5000 for PPE and tree work tools. $9000 for street light replacement. $5000 for street signs and poles. $10,000 for Christmas wreaths transferred from Fairs/Festivals.
	43 Auto Supplies (Gas, Oil & Tires)	23,000	5,000		28,000	3,361	6,615	21,385	24%	Other city vehicle maintenance.	$5000 tire expenses transferred from Capital Outlay.
	45 Uniforms	10,000	(5,000)		5,000		1,097	3,903	22%	Cintas service cost increase	Reduced due to termination of Cintas contract.
	53 Software/Tech	-			-		-	-			GoGov Work Order Software cost transferred from supplies.
	59 Capital Outlay	25,000	(25,000)		-		-	-		Elevator repairs, HVAC repairs, tires, various equipment.	$5000 transferred to Auto Supplies and $20,000 transferred to R&M Buildings and Grounds.
	Total Streets	**622,191**	**38,080**	**-**	**660,271**	**46,943**	**126,290**	**533,981**	**19%**		
	Visitor's Center - 901	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
	13 Utilities	5,200			5,200		-	5,200	0%	Electric Service for Rouss Hall	
	15 R&M - Building & Grounds	-			-		-	-			
	23 Professional Services	-			-		-	-			
	30 Contracted Services	-			-		-	-			
	41 Departmental Supplies	-			-		-	-			
	66 Contributions	100,000			100,000	13,248	18,758	81,242	19%	50% of Hotel/Motel Tax Revenue Contribution to Visitor's Center. Hotel/Motel Tax Revenue is trending 6% higher than FY24; primarily in August and January.	
	Total Visitor's Center	**105,200**	**-**	**-**	**105,200**	**13,248**	**18,758**	**86,442**	**18%**		

DEPARTMENT LINE ITEMS									NOTES AND EXPLANATIONS	
Fairs/Festivals - 903	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
19 Bldg & Equipment Rental	-			-		-	-		No longer needed, we bought a generator.	
20 Advertising/Legal Publications	1,800	200		2,000	1	50	1,950	3%		Allowance for increase of Carlisle Ads costs.
30 Contracted Services	30,000	6,000		36,000		1,100	34,900	3%	**WV Fest** Stage/Sound ($5,000), Musicians ($5,000), Athlete Appearances ($4,300), Signage ($2,000), Inflatables ($2,000), Labor ($2,100), Portable toilets ($1,000), Hospitality/lodging and meals for talent ($1,000), Game Entertainment Avenue ($2,000) **Car Show** Sound ($2,500), Announcer ($500), Model T Ford Car Club ($600), Portapotts ($900), Labor ($700) **Halloween** Labor ($146) **Christmas Parade** Labor ($146)	**WV Fest** Stage/Sound ($5,000), Musicians ($5,000), Athlete Appearances ($10,000), Signage ($2,000), Inflatables ($2,000), Portable toilets ($1,000), Hospitality/lodging and meals for talent ($2,000), Shuttle bus ($1500), Game Entertainment Avenue ($2,000) **Car Show** Sound ($2,500), Announcer ($500), Model T Ford Car Club ($600), Portapotts ($900), Gaming Trailer ($1,000)
38 Refunds				-	40	85	(85)			
41 Departmental Supplies	25,000	(3,000)		22,000	274	5,748	16,252	26%	**WV Fest** Water/cups ($1,500), Tents ($1,500), Trophies ($500), Chairs & Railing ($1,000), Contests ($300) **Car Show** Trophies/Plaques ($4,700), Signage/Parking ($500), Water/Chips ($1,500) **General** Welcome bags for new residents ($1,000), Candy ($325), Contest prizes for Light the City and Xmas parade ($1,625), Christmas costumes, Signs **Christmas Wreaths - $3,000**	**WV Fest** Water/cups ($1,500), Sinage ($1,500), Trophies ($500), Chairs & Railing ($1,000), Contests ($300) **Car Show** Trophies/Plaques ($4,700), Signage/Parking ($500), Water/Chips ($1,500) **General** Welcome bags for new residents ($1,000), Candy ($2000), Contest prizes for Light the City and Xmas parade ($1,625), Christmas costumes, Signs ($500) **Christmas Wreathes** - Transferred to Maintenance.
52 Computer Software	1,300			1,300		-	1,300	0%	Light the City Map Software - App for Christmas lighting. Around Town Christmas contest. Annual Fee. Reimbursed 50% from Ranson, WV.	
68 Contributions	4,000			4,000		-	4,000	0%	Donations to the Boys & Girls Club, High School Choir, and Jefferson High School Air Force ROTC.	
Total Fairs/Festivals	**62,100**	**3,200**	**-**	**65,300**	**315**	**6,983**	**58,317**	**11%**		
Transfers - 960/698 SAO	**FY25 Approved Budget**	**Revision #1**	**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
01 Transfers to Capital Reserve - Repaving	130,000			130,000		-	130,000	0%	Monthly Street Fee Remittance from CTUB is xfrd to Capital Reserve for future street repaving expenditures	
02 Transfers to Capital Reserve - One Time Funding	659,452	3,055,000		3,714,452		3,714,452	-	100%	$659,452 Revenue/Loss Allowance	$3,055,000 for Jefferson Memorial Park pool.
03 Transfers Out - Parks & Rec	120,000			120,000	33,248	38,758	81,242	32%	50% Hotel/Motel tax revenue. Pool/Tennis Revenue funds the Parks & Rec budget. Reference Parks & Rec FY 2025 budget for further details.	
04 Transfers to Residual Fund		263,319		263,319		263,319	-	100%		Transfer to Residual Fund to build up Rainy Day savings.
11 Transfers to Capital Reserve - Table Games	850,000			850,000		-	850,000	0%	FY 2025 budget transfer includes lottery money (gaming and video); FY2025 proposed is the gaming/lottery estimated amounts transferred to Capital Reserve.	
Total Transfers	**1,759,452**	**3,318,319**	**-**	**5,077,771**	**33,248**	**4,016,529**	**1,061,242**	**79%**		
General Government - 975	**FY25 Requested**		**Revision #2**	**Current Budget**	**September 2024**	**FY 2025 YTD Actual**	**FY 2025 Budget Balance**	**% Over/Under Budget**	**Approved Budget Notes and Explanations**	**Revision #1 Notes**
Contributions	-	-		-		-	-			
Total General Government	**-**	**-**	**-**	**-**	**-**	**-**	**-**			
Total Expenses	**8,446,336**	**3,524,453**	**145,000**	**12,115,789**	**436,087**	**5,553,726**	**6,562,064**		**Provides for comparable year-over-year comparision of operating costs**	
Surplus or Deficit	**(0)**	**(0)**	**-**	**(0)**	**724,834**	**1,878,010**	**(1,878,011)**			

LGSD BR (Ver. 2020)

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5114
Fax: 304-340-5090
Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER
Fiscal Year Ending: FY25
Fund: 1
Revision Number: 2
Pages: 1 of 1

City of Charles Town
GOVERNMENT ENTITY

Person To Contact Regarding Request:
Name: Lori Nice
Phone: 304-724-3257
Fax:
Email: lnice@charlestownwv.us

101 E. Washington Street
STREET OR PO BOX

Charles Town | 25414
CITY | ZIP CODE

Municipality
Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
305	Business and Occupation Tax	1,700,000	145,000		1,845,000
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Revenues (ALL PAGES)			145,000		

Explanation for Account # 378, Municipal Specific:
Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
413	Treasurer's Office	403,000	145,000		548,000
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Expenditures			145,000		

APPROVED BY THE STATE AUDITOR

BY:
Deputy State Auditor, Local Government Services Division **Date**

AUTHORIZED SIGNATURE OF ENTITY

11/18/2024
APPROVAL DATE

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1152: EPA Region 3 Thriving Communities Grant

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1153: Supplemental Resolution Providing As To Principal Amount, Date, Maturity Date, Redemption Provision, Interest Rate, Interest And Principal Payment Dates, Sale Price And Other Terms Of The Combined Waterworks And Sewerage Revenue Bonds, Series 2024 A (West Virginia Srf Program); Combined Waterworks And Sewerage System Revenue Bonds, Series 2024 B (West Virginina Srf Program); And Combined Waterworks And Sewerage Revenue Bonds, Series 2024 C (West Virginia Srf Program/Forgivable) Of The City Of Charles Town; Approving And Ratifying The Bond Purchase Agreement Relating To Such Bonds And The Sale And Delivery Of Such Bonds To The West Virginia Water Development Authority; Designating A Registrar, Paying Agent And Depository Bank; And Making Other Provisions As To The Bonds.

Proposed Motion: Approve the supplemental resolution.

ATTACHMENTS:
- SUPPLEMENTAL RESOLUTION(23926379.1).pdf

CITY OF CHARLES TOWN

Collection System Project
Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A
(West Virginia SRF Program);
Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 B (West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 C
(West Virginia SRF Program/Forgivable)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE REVENUE BONDS, SERIES 2024 A (WEST VIRGINIA SRF PROGRAM); COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 B (WEST VIRGININA SRF PROGRAM); AND COMBINED WATERWORKS AND SEWERAGE REVENUE BONDS, SERIES 2024 C (WEST VIRGINIA SRF PROGRAM/FORGIVABLE) OF THE CITY OF CHARLES TOWN; APPROVING AND RATIFYING THE BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the City Council (the "Governing Body") of the City of Charles Town (the "Issuer") has duly and officially adopted and enacted a bond ordinance, effective November 18, 2024 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF CHARLES TOWN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $2,844,984 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 A (WEST VIRGINIA SRF

PROGRAM); NOT MORE THAN $216,016 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 B (WEST VIRGINIA SRF PROGRAM) AND NOT MORE THAN $500,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024 C (WEST VIRGINIA SRF PROGRAM/FORGIVABLE) PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Ordinance when used herein;

WHEREAS, the Bond Ordinance provides for the issuance of Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A (West Virginia SRF Program), of the Issuer, in an aggregate principal amount not to exceed $2,844,984 (the "Series 2024 A Bonds"); Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 B (West Virginia SRF Program), of the Issuer, in an aggregate principal amount not to exceed $216,016 (the "Series 2024 B Bonds"); and Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 C (West Virginia SRF Program/Forgivable), of the Issuer, in an aggregate principal amount not to exceed $500,000 (the "Series 2024 C Bonds") (collectively, the "Series 2024 Bonds");

WHEREAS, the Bond Ordinance has authorized the execution and delivery of the Bond Purchase Agreement relating to the Series 2024 Bonds, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") (the "Bond Purchase Agreement"), all in accordance with Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and in the Bond Ordinance it is provided that the form of the Bond Purchase Agreement and the exact principal amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price and other terms of the Series 2024 Bonds should be established by a supplemental resolution pertaining to the Series 2024 Bonds; and that other matters relating to the Series 2024 Bonds be herein provided for;

WHEREAS, the Bond Purchase Agreement has been presented to the Issuer at this meeting;

WHEREAS, the Series 2024 Bonds are proposed to be purchased by the Authority pursuant to the Bond Purchase Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Bond Purchase Agreement be approved and ratified by the Issuer, that the exact principal amount, the date, the maturity date, the redemption provision, the interest rate, the interest and principal payment dates and the sale price of the Series 2024 Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2024 Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CHARLES TOWN:

Section 1. A. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the original aggregate principal amount of $2,844,984. The Series 2024 A Bonds shall be dated the date of delivery thereof, shall finally mature December 1, 2064, and shall bear interest at the rate of .25%. The principal and interest of the Series 2024 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2027, to and including December 1, 2044 and in the amounts as set forth in the "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Series 2024 A Bonds. The Series 2024 A Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Bond Purchase Agreement, so long as the Authority shall be the Registered Owner of the Series 2024 A Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to .25% as set forth in "Schedule Y" attached to the Bond Purchase Agreement.

B. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 B (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered BR-1, in the original aggregate principal amount of $216,016. The Series 2024 A Bonds shall be dated the date of delivery thereof, shall finally mature on December 1, 2044, and shall bear interest at the rate of 2.75%. The principal and interest of the Series 2024 B Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2027, to and including March 1, 2064 and in the amounts as set forth in the "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Series 2024 A Bonds. The Series 2024 B Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Bond Purchase Agreement, so long as the Authority shall be the Registered Owner of the Series 2024 B Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to .25% as set forth in "Schedule Y" attached to the Bond Purchase Agreement.

C. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 C (West Virginia SRF Program/Forgivable), of the Issuer, originally represented by a single Bond, numbered CR-1, in the principal amount of $500,000. The Series 2024 C Bonds shall be dated the date of delivery thereof and shall bear no interest. The principal amounts advanced under the Series 2024 C Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2024 C Bonds shall be deemed no longer Outstanding after the

last advance is forgiven. The Series 2024 C Bonds may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the DEP, and otherwise in compliance with, the Bond Purchase Agreement. The Series 2024 C Bonds are not subject to the SRF Administrative Fee.

Section 2. All other provisions relating to the Series 2024 Bonds and the text of the Series 2024 Bonds shall be in substantially the form provided in the Bond Ordinance.

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Bond Purchase Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Bond Purchase Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Bond Purchase Agreement and in the applications to the DEP and the Authority. The price of the Series 2024 Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2024 Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate United Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2024 Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2024 Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2024 A Bonds under the Bond Ordinance.

Section 6. The Issuer does hereby appoint and designate Burke & Herbert Bank, Charles Town, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 7. Series 2024 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2024 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2024 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2024 A Bonds Reserve Account.

Section 9. The balance of the proceeds of the Series 2024 A Bonds shall be deposited in or credited to the Series 2024 Bonds Construction Trust Fund as received from the DEP from time to time for payment of the Costs of the Project, including, without limitation, costs of issuance of the Series 2024 A Bonds and related costs.

Section 10. Series 2024 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2024 A Bonds Sinking Fund, as capitalized interest.

Section 11. Series 2024 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2024 A Bonds Reserve Account.

Section 12. The balance of the proceeds of the Series 2024 B Bonds shall be deposited in or credited to the Series 2024 Bonds Construction Trust Fund as received from the DEP from time to time for payment of the Costs of the Project, including, without limitation, costs of issuance of the Series 2024 B Bonds and related costs.

Section 13. The proceeds of the Series 2024 C Bonds shall be deposited in or credited to the Series 2024 Bonds Construction Trust Fund as received from the DEP from time to time for payment of the Costs of the Project, including, without limitation, costs of issuance of the Series 2024 C Bonds and related costs.

Section 14. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2024 Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2024 Bonds may be delivered on or about December 6, 2024, to the Authority pursuant to the Bond Purchase Agreement.

Section 15. The Charles Town Utility Board is hereby authorized to review and approve all sweep resolutions, requisitions and draw resolutions for the payment of invoices for the Project. The approval by the Charles Town Utility Board of the first draw resolution from the proceeds of the Series 2024 Bonds is hereby ratified and approved. The appointment of authorized representatives related to the Project by the Charles Town Utility Board is hereby ratified and approved.

Section 16. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2024 Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 17. The Issuer does hereby approve and authorize all contracts relating to the financing, acquisition and construction of the Project.

[Remainder of Page Intentionally Blank]

Section 18. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 18th day of November, 2024.

By: _____
Its: Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Charles Town on the 18th day of November, 2024.

Dated: December ___, 2024.

[SEAL]

_____
Recorder

144220.00052

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1156: Eminent Domain Property Resolution - Possible Executive Session

Proposed Motion: Approve the Resolution Authorizing Land Acquisition by Eminent Domain.

ATTACHMENTS:

- APUS Depot District Acquisition Resolution (002).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

A Resolution Authorizing Land Acquisition by Eminent Domain

WHEREAS, the 2.869 acres of property situated north of downtown Charles Town bounded by the CSX Rail Tracks, N. George Street, East 1st Street, Bell Place, and N. Mildred Street has been a vacant brownfield for decades, with no productive uses or activities; and

WHEREAS, the property consists of nine (9) contiguous parcels:

- Parcel 8: 03002A00080000 (0.3347 acres)
- Parcel 9: 03002A00090000 (0.1322 acres)
- Parcel 10: 03002A00100000 (0.2891 acres)
- Parcel 49: 03000200490000 (0.8043 acres)
- Parcel 50: 03000200500000 (0.1624 acres)
- Parcel 51: 03000200510000 (0.1856 acres)
- Parcel 67: 03000200670000 (0.182 acres)
- Parcel 68: 03000200680000 (0.3329 acres)
- Parcel 69: 03000200690000 (0.4458 acres)

TOTAL: 2.869 acres

; and

WHEREAS, the City of Charles Town achieved consensus among staff, appointed boards, and elected officials, with public and local organizational backing, that this vacant land could be an excellent location for community activities that currently lack spaces or facilities, including public uses such as a municipal park, recreational area, farmers market, and public event grounds, an envisioned project the City has named the "Depot District Park" initiative; and

WHEREAS, these parcels were acquired by private business American Public University System (APUS) in approximately 2012, and kept vacant since then; and

WHEREAS, the City of Charles Town has communicated repeatedly by official letters, official offers of purchase for valuable cash consideration, emails, telephone calls, and personal meetings since February 2022 (over 30 months) that the municipality was interested in purchasing these properties for public uses; and

WHEREAS, APUS and its agents have been unwilling to reach agreement on a sale and transfer of these properties for municipal purposes on market-based terms; and

WHEREAS, W.Va. Code Section 54-1-2(a)(7) provides that the municipality has full authority to take these parcels by eminent domain in exchange for just compensation for the value of the

properties, as “the public uses for which private property may be taken . . . are as follows . . .for parks, public playgrounds . . . and all other public buildings.”;

NOW, THEREFORE LET IT BE RESOLVED, that the City of Charles Town draft and send immediately an official letter to American Public University System officials, notifying APUS that the city will institute proceedings for eminent domain acquisition of these properties; and

LET IT FURTHER BE RESOLVED, that the City Manager be authorized and directed to work with the municipal general counsel, with regular consultation with City Council, to utilize necessary resources to move forward immediately to undertake this action.

Adopted the 18th of November 2024.

Attest:

_____	_____
Robert M. Trainor	John Nissel
Mayor	City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1157: Property/Building Acquistion Discussion - Possible Executive Session

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1158: Potential Vacant County Buildings Discussion

ATTACHMENTS:

- 20241114 LTR CT re PSA.pdf
- Attachment 1- Let to JCC 07.10.24.pdf
- Packet.pdf

JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax:** (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Jane Tabb

COMMISSIONER
Pasha Majdi

COMMISSIONER
Kelvin Upson

Via email

Mayor Robert Trainer
Council Member James Kratovil
Council Member Elizabeth Ricketts
Council Member Jeff Hynes
Council Member Kevin Tester
Council Member Julie Philabaum
Council Member Priscilla Rodd
Council Member Micheal George
Council Member Andie Sugrue
City Manager John Nissel

November 14, 2024

Honorable Council Members and Staff:

The Jefferson County Commission recently executed a Purchase and Sales Agreement (PSA) to purchase a large building in Charles Town. Now we begin a significant due diligence period with an anticipated closing, if appropriate, in May 2025.

Should the Commission close on this building, many of the County departments will relocate to the new building. As a result, the Commission will need to determine what to do with our existing structures. While it is premature to determine the future of these structures now, it is my belief there is significant support from the current and incoming commissioners to work with Charles Town on potential next steps for downtown Charles Town should we get to closing on the new building.

With my background in economic development and redevelopment of downtowns, this commitment is important to me as well. So much so, I met with Charles Town Now and Liz Cook in May 2024 on the Smoot Building. At that meeting, we were additionally able to speak, generally, about redevelopment of Charles Town should the Commission vacate its current buildings.

I've attached Ann Paonessa's follow up letter from our meeting for your review.

I want to reiterate that it is too early to make determinations about the future of the current buildings before finalizing the sale. I, however, am eager to work with you to ensure a vibrant downtown Charles Town in the future should the Commission close on the building in 2025.

To keep you informed on our actions so far, I'm also attaching a press packet we released after executing the PSA. Please let me know if you have any questions.

Very Respectfully,

Edwina Benites-LM

Edwina Benites-LM
County Administrator

cc: commissioners Steve Stolipher, Pasha Majdi, Jane Tabb, and Kelvin Upson; and additionally, commissioners-elect Jack Hefestay, Mike Mood, and Cara Keys

County Administrator
Edwina Benites-LM

CHARLES TOWN NOW

LIVE · WORK · PLAY

July 10, 2024

Jefferson County Commission
200 E. Washington Street
Charles Town, WV 25414

Submitted to: info@jeffersoncountywv.org

Dear Commissioners:

I am writing on behalf of the Board of Directors of Charles Town Now, an accredited West Virginia and Main Street America organization. Our primary mission, as you may be aware, is to enhance and promote the economic vitality of historic downtown Charles Town.

Our Board has recently become aware through media reports and your published agendas that the Commission has been engaging in discussion regarding the future of your properties in downtown Charles Town. I also met in May with Edwina Benites, your County Administrator, and Laura Kuhl, your Facilities Manager, to inquire about and discuss future plans related to your downtown properties.

Obviously, any future plans to sell, relocate, renovate, demolish, etc. the properties along East Washington Street will have an economic impact on the downtown business community. Therefore, we urge you to include us in any dialogue so related as we have unique experience in rehabilitation and adaptive reuse of historic structures. We have been successful in the past in attracting buyers for downtown properties who seek to improve them using historically appropriate in-kind replacement and obtaining state and federal tax credits for these projects.

All of your downtown properties are contributing structures to the Downtown Charles Town Historic District on the National Register of Historic Places. You can access a listing of the full nomination on the National Park Service website. I have also attached a .pdf for your reference.

Given the importance of these properties to the historic district we would also urge you to consider consultation with your own Historic Landmark's Commission and the State Historic Preservation Office prior to making any firm decisions.

Thank you for your time and consideration. We would welcome the opportunity to provide further information or input at a future meeting but are unable to send a representative to your July 11 meeting at which it appears this topic will be discussed.

Please feel free to contact me at my office at 304-885-4971 or via email: ann@amorelaw.com.

Sincerely,

Ann M. Paonessa

Ann M. Paonessa
President
Charles Town Now

cc via email to: County Administrator Edwina Benites, Commissioner Stolipher, Commissioner Majdi, Commissioner Tabb, Commissioner Cook, Commissioner Upson, City Manager John Nissel and Mayor Robert Trainor



393 N. LAWRENCE STREET
CHARLES TOWN, WV

ENHANCING CONSTITUENT ACCESS, CUTTING COSTS, AND MODERNIZING OPERATIONS

For over a decade, Jefferson County officials have grappled with the challenges of balancing constituent access, space, aging buildings, and operational efficiency. The Commission has addressed these issues approving the purchase and sale agreement of 393 N. Lawrence Street as the future home of County operations under one, modern roof.

In our current buildings, with dozens of unsecured access points, the County has closed access to non-county staff.

The high energy costs of operating in aging, historic buildings have unduly used county resources-- compounded by the burden of significantly deferred maintenance.

The need for a sustainable solution has become even more urgent with the pressing requirement to relocate the Tax Office to accommodate a new magistrate in the court building.

In response, the County's purchase of a new facility promises to address these long-standing concerns by streamlining and ensuring access, enhancing safety, significantly reducing operating costs, and modernizing operations to reduce operational and maintenance costs.

CONTENTS

01
Addressing the Concerns

06
Consideration of Options: Buy vs. Rebuild

07
Review Timeline

13
Our Investment

14
Next Steps

15
Draft Building Layout

13
Health Department Client map

18
Purchase and Sale Agreement

ADDRESSING THE CONCERNS

01 SPACE

The new facility will address critical space limitations, providing adequate room for staff and services to better meet constituent needs. Current square footage- 70,000 / 91,600 future square footage.

02 COST

The move will significantly reduce energy and repair costs associated with maintaining outdated and historic buildings. Estimated annual energy and operating costs savings- $145,000.

03 ACCESS

By consolidating entry points, the new building will enhance secure and efficient access for both staff and constituents. Current access points/ future access points.

04 MODERNIZATION

The new facility will modernize county operations, fostering a more professional environment with updated infrastructure and technology to enhance efficiency and service delivery.

CONCERN: SPACE

As the county has expanded in square footage over the years, it has done so without a strategic plan, resulting in a patchwork of scattered buildings poorly suited for county operations. For example, the Tax Office has been located in the court building, which created complications as the number of magistrates increased. The Commission was only able to secure a temporary approval while searching for a permanent solution to relocate the Tax Office.

Additionally, for decades, the Commission has relied on renting ad hoc meeting spaces. In 2024 alone, the Commission has had to open overflow meeting space or rent larger venues six times due to the current facility being too small to meet constituent access needs.

The capacity in the current Commission meeting room is under 100. The capacity of largest meeting room in the 393 building is over 300.



+30%

The 393 Building is 30% larger (square footage) than the current County Complex.

+342%

The current county commission meeting room is 1000 square feet. The 393 meeting room is 4425 square feet. Costly lease and rental space will be elimniated.

+20%

Increase of 875 sq feet of space for magistrate offices/ 20%.

CONCERN: COST

The 393 building is a more cost-effective and space-efficient option for the County.The current buildings, totaling 70,000 square feet, face imminent expenses of approximately $1,000,000 for major repairs and replacements to components like HVAC systems, roofs, and windows within the next five to ten years. Frequent “churn,” involving continuous office rearrangements and minor renovations to “band aid” space issues, leads to inefficient HVAC operations, costly utilities, frequent networking and electrical reconfigurations, and disruptions that lower productivity. The current facilities also have higher utility and operating costs, averaging $0.79 per square foot per month, leading to an annual expense of $663,600. The 393 building, despite being larger at 91,600 square feet, boasts a more efficient utility and operating cost of $0.47 per square foot per month, totaling $516,624 annually. The estimated annual energy and operating costs savings is $145,000.

The 393 building is LEED Certified Platinum, the highest level in the globally recognized Leadership in Energy and Environmental Design (LEED) system, developed by the U.S. Green Building Council. Platinum certification reflects superior sustainability through energy and water efficiency, high indoor environmental quality, use of sustainable materials, and smart site development. This certification ensures reduced environmental impact, energy savings, and healthier indoor spaces that enhance occupant well-being.



-22%

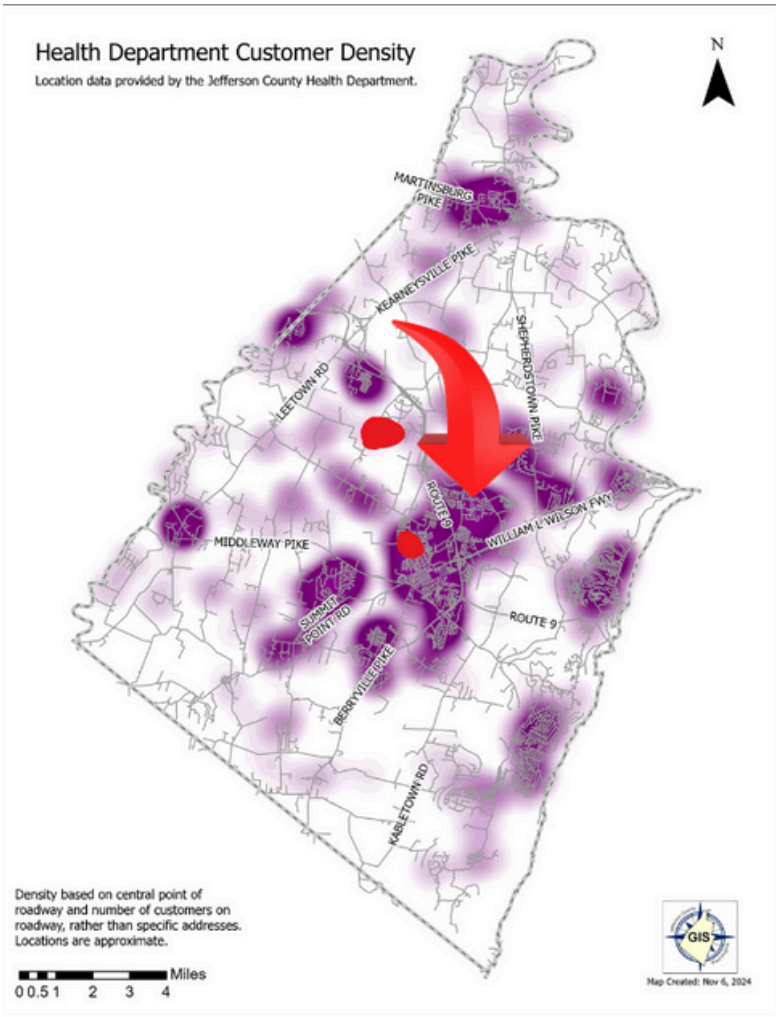
The 393 building, although larger, has an annual cost savings of $145,000 for energy and operating costs

-$1,000,000

Cost savings on deferred maintenance.

CONCERN: ACCESS

Multiple entry points to county government and court buildings cause confusion, accessibility issues, security concerns, and inefficiencies in service delivery. Visitors often face navigational challenges due to scattered entrances, leading to frustration and difficulty completing transactions across dispersed offices, particularly for older adults and individuals with disabilities. Limited connectivity between departments exacerbates these challenges, requiring multiple trips between offices. Not all entry points are equipped with necessary accessibility features like ramps or automatic doors, restricting access for those with mobility issues. The Jefferson County Health Department's remote location and lack of public transportation further hinder access for disadvantaged individuals needing health services. Streamlining entry points and improving accessibility are crucial for enhancing public experience and equitable service access.



100%

Departments and elected accessible through one entry point.

+300%

Increase in residents able to attend in-person Commission meetings due to increased meeting space.

+226%

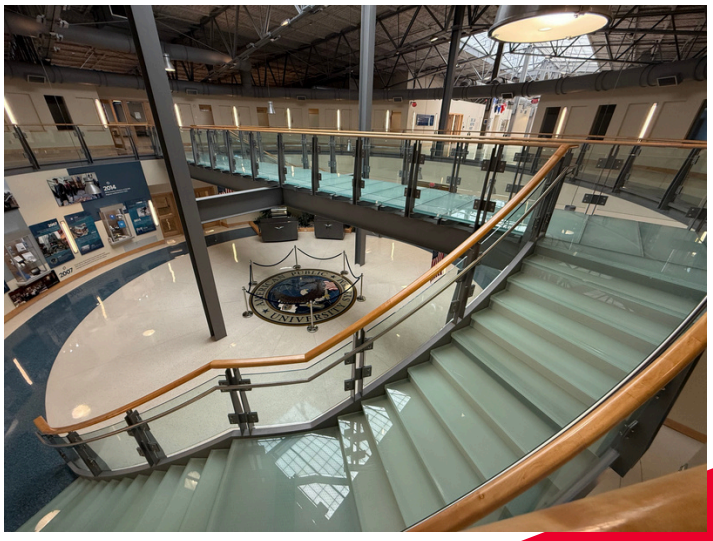
Increased parking to ensure acess.

CONCERN: MODERNIZATION

The 393 building stands out as a superior, modern facility compared to the current aging and historic county buildings. Unlike the older structures that face limitations due to outdated infrastructure and design constraints, the 393 building incorporates contemporary features that support efficient operations, flexibility, and adaptability. Its advanced HVAC systems, energy-efficient lighting, and modern building materials contribute to better environmental control, lower utility costs, and improved occupant comfort. Additionally, the 393 building's layout supports modern workspaces, allowing for seamless reconfigurations and future technological upgrades without the challenges posed by retrofitting historic buildings. This modernization ensures enhanced productivity, operational efficiency, and a more sustainable future for county services.







CONSIDERATION OF OPTIONS- BUY VS. REBUILD

In the early phases of planning, consideration was given to building a new administrative complex between the Courthouse and the Hunter House on East Washington Street. The buildings between would be demolished to provide space for the new construction. Construction Costs for new construction of a mid-rise commercial building, range from $330-$870 per square foot. The mid-range of $600 per square foot was used for this construction cost estimate.

The estimated new construction cost of a 90,000 square foot building would be $54,000,000.

Other expenses to consider with new Construction:
During construction, county departments would need to be relocated. Unless there is another alternative, locally, temporary office trailers would need to be leased. This also presents a challenge in finding a suitable location to place the trailers.

At least ten doublewide trailers for one year with 2500 square feet of space each would be needed.



-69%

Purchasing 393 represents a 69% cost savings over reconstruction.



-4 YEARS

Reconstruction would put departments in upheaval for four years, significantly reducing departmental efficiency. In comparison, purchasing 393 offers a four-year savings over the costs and disruptions associated with reconstruction.



-2 YEARS

The Commission has received “temporary approval” from the WV Supreme Court. The Commission meets final approval 2 years early.

REVIEW TIMELINE

PAGE 1 OF 6
(1990- 2016)

1990-2016

Expansion of the Charles Town campus begins.

- All buildings within the 100 block of East Washington Street are acquired and occupied by County departments.
- St. Margaret's Judicial Building opens.
- The Old County Jail was renovated for court and office space.
- The Sheriff's office relocates to Bardane.
- The Gray Building was acquired for the Prosecuting Attorney's office.
- Expansions are limited to those immediately necessary- no strategic planning for future needs.

2019

The County Commission identifies need for significant building improvements to meet code, access, and space needs. The Commission approves first space study to ascertain needs and understand options.

MAY 2019

Planning began regarding a new County administrative building. A working group was formed, including the county administrator, county engineer, finance director, facilities director, and County Commission President. The proposed location was East Washington Street, between the Courthouse and the Hunter House.

2019- 2024

REVIEW TIMELINE

PAGE 2 OF 6
(2019-2020)

AUGUST 2019

The County Commission approved releasing a Request for Qualifications (RFQ) to select professional architectural and engineering firms for a space feasibility study and design work for the new facility.

OCTOBER 2019

RFQs were received, evaluated, and shortlisted by the working group.

NOVEMBER 2019

Shortlisted professional architectural and engineering firms present their proposals to the working group.

DECEMBER 2019

Contract negotiations begin with professional architectural and engineering firms for a space feasibility study and design work for the new facility

2020- 2024

Space and building issues compound:

- Parking becomes progressively an issue including staff returning home because they are unable to park near the Charles Town campus.
- Constituents became increasingly upset about issues navigating the Charles Town campus and access to buildings and seating at Commission meetings.
- Staff often have to relocate because of sensitivity to mold or Sick Building Syndrome (SBS).

2020- 2024

REVIEW TIMELINE

PAGE 3 OF 6
(2020-2023)

JANUARY 2020

The County Commission approved the contract with ZMM Architects & Engineers.

MARCH 2020

The plans to construct a new courthouse ended due to the COVID-19 pandemic.

JUNE 2022

The Director of Fleet & Facilities Management (FFM) began discussions with magistrates regarding courtroom space needs, anticipating the addition of a fourth magistrate in Jefferson County.

JANUARY 2023

The West Virginia Supreme Court's administrative offices conducted a study to assess court space needs. Pending Supreme Court approval, a fourth magistrate would appear on the 2024 ballot.

2023- 2024

REVIEW TIMELINE

PAGE 4 OF 6 (2023)

MARCH 2023

The FFM Director revisited the 2020 contract with ZMM. ZMM agreed to honor the original contract pricing and amended the contract to explore the option of purchasing an existing building rather than constructing a new one. This was approved for the FY24 budget deliberations, set to begin in July 2023.

APRIL 2023

Official approval was granted for a fourth magistrate in Jefferson County by the West Virginia Supreme Court. Office space would be needed for the new magistrate and assistant by January 2025.

JULY 2023

A space feasibility study kick-off meeting took place between ZMM and county staff.

SEPTEMBER 2023

County departments and elected officials were interviewed regarding their space needs at the Charles Town campus. Tours of downtown buildings and a potential space at 330 North George Street (330) were conducted.

2024

REVIEW TIMELINE

PAGE 5 OF 6 (2024)

2024

FEBRUARY 2024

The architect submitted a block space plan for the 330 building. It was determined that this building did not meet current space needs or allow for future growth.

MARCH 2024

Discussions continued with ZMM to reassess space issues, and temporary solutions for the fourth magistrate were explored in coordination with the WV Supreme Court and magistrates.

APRIL 2024

County staff conducted a walkthrough and explored the option of purchasing a larger building at 393 North Lawrence Street (393).

MAY 2024

Commission staff meet with representatives of Charles Town NOW and Charles Town staff regarding the future (generally) of the the Charles Town Commission campus.

JUNE 2024

The FFM Director presented the county's office building and space needs challenges to the County Commission at their June 27th meeting.

REVIEW TIMELINE

PAGE 6 OF 6 (2024)

JULY 2024

Another walkthrough of the 393 building was conducted with ZMM.

AUGUST 2024

ZMM provided a space block plan for the 393 building. The County Administrator and FFM Director met with elected officials, who approved minor revisions, agreeing that the plan met their space needs.

The County Commission reviewed the space block plan for the 393 building in executive session.

Minor renovations were completed at St. Margaret's Judicial Center to temporarily accommodate the fourth magistrate and assistant. The Supreme Court approves these renovations as temporary until non-court staff can be relocated.

OCTOBER 2024

Additional walkthroughs of the 393 building were conducted by County staff.

NOVEMBER 2024

Building walkthrough to evaluate information technology infrastructure.

Walkthrough with elected officials who approved of the building and plans for their offices.

OUR INVESTMENT

Building Purchase	Status	Total
Down payment	Estimated	$10 million
Financing	Estimated	$6.6 million
Agreed upon price	Final	$16.6 million

Sources	Status	Annual	10 year
Amount saved for the future building (Capital Outlay)	Actual	Current: $17,741,088	Current: $17,741,088
Annual Repair Savings	Estimated	$100,000	$1,000,000
Annual Energy & Operational Savings	Estimated	$146,976	$1,469,760
Additional impact fees collected specially for the building repayment	Estimated	$1,000,000	$10,000,000



NEXT STEPS

Signing the Purchase and Sale Agreement is just the initial step toward acquiring the new building. Now begins the critical due diligence period, during which the Commission has 120 days, until March 7th, to complete essential tasks such as securing financing, conducting ordinance reviews by the Building Commission, and performing thorough building and land inspections.

Should the purchase proceed, the next phase will involve finalizing build-out plans, relocating departments into the new facility, and collaborating with Charles Town to develop a comprehensive plan for the current Charles Town campus.

The Commission has already taken a proactive step by designating the Bardane campus as the strategic site for Jefferson County's first-of-its-kind Public Safety Center.

MAY 6, 2025

Possible closing on the building after due diligence

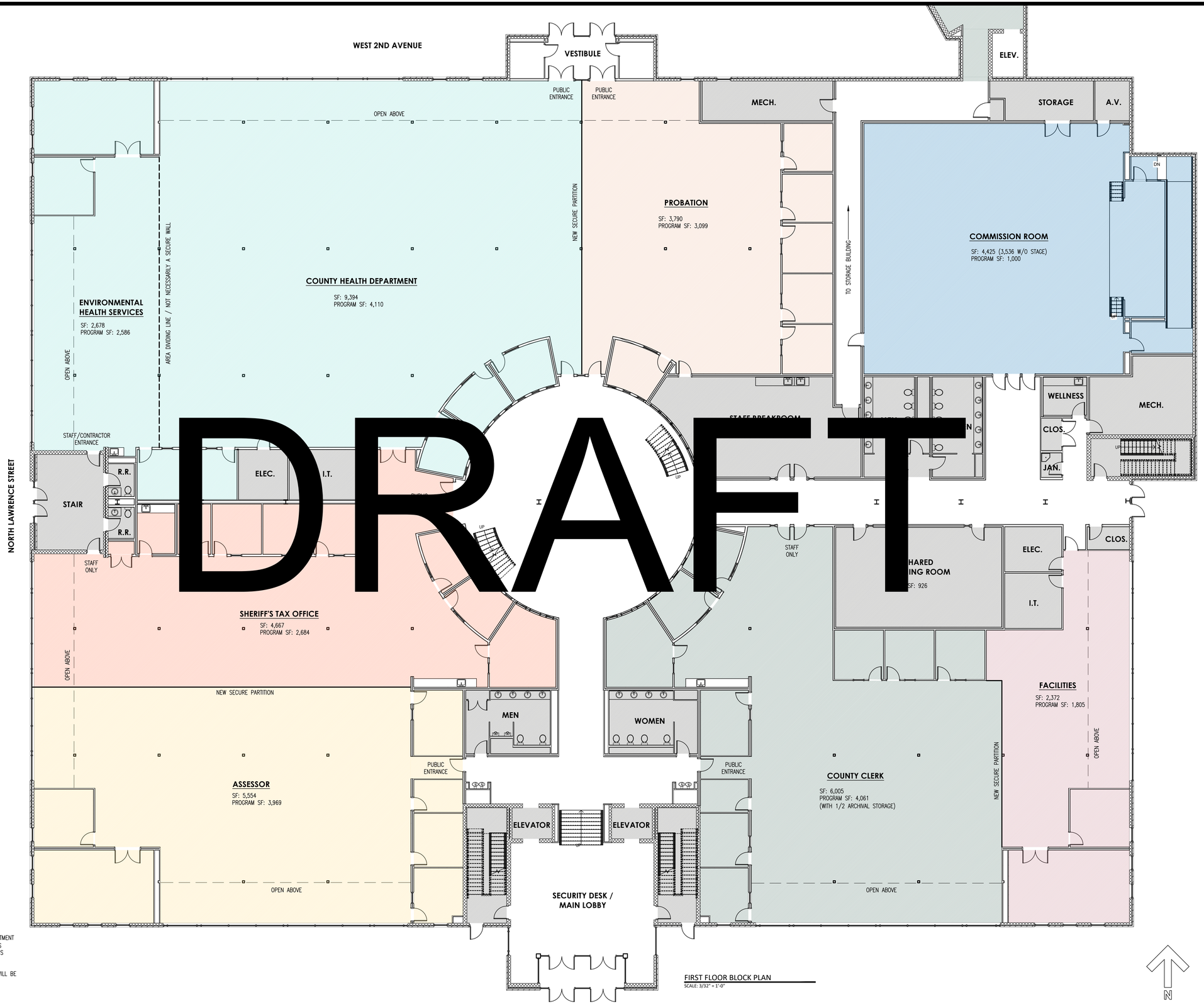
MAY 2025- JUNE 2026, EST.

Building build out and department move.

Commission works with Charles Town regarding strategic plans for previous campus.

LEGEND

- EXISTING BUILDING INFRASTRUCTURE (VERTICAL CIRCULATION, MECH. ROOMS, ETC.) AND SHARED SPACES (TRAINING ROOMS, RESTROOMS)
- ASSESSOR'S OFFICE
- COUNTY CLERK
- COUNTY COMMISSION
- DEVELOPMENT AUTHORITY
- ENGINEERING, PLANNING, AND ZONING
- ENVIRONMENTAL HEALTH SERVICES
- FACILITIES AND FLEET MANAGEMENT
- FARMLAND PROTECTION BOARD
- HEALTH DEPARTMENT
- IT / GIS
- PROBATION
- SHERIFF'S TAX OFFICE
- WVU EXTENSION



DRAFT

NOTES

1. THIS PLAN SHOWS POTENTIAL LOCATIONS OF EACH DEPARTMENT BASED ON INFORMATION GAINED FROM THE DESIGN TEAM'S INTERVIEWS AND SITE VISITS WITH EACH DEPARTMENT, PLUS INFORMATION FROM THE U.S. COURTS DESIGN GUIDE.
2. SQUARE FOOTAGES ARE APPROXIMATE.
3. SECURITY, ACOUSTICS, NEW WALLS, AND OTHER DETAILS WILL BE ADDRESSED DURING THE DESIGN PHASE.

FIRST FLOOR BLOCK PLAN
SCALE: 3/32" = 1'-0"

N

watkins design works llc

Watkins Design Works, LLC
815 Quarrier Street, Suite 202
Charleston, WV 25301
304.553.7002 office
watkinsdesignworks.com

ZMM ARCHITECTS ENGINEERS

PLANNING AND DESIGNING
FOR
JEFFERSON COUNTY COMMISSION
124 EAST WASHINGTON STREET
CHARLES TOWN, WEST VIRGINIA 25414

DATE: 08.06.2024 PROJECT # 2405
REV. DRAWN BY: JMW
REV. CHECKED BY: JMW

FIRST FLOOR BLOCK PLAN

I-01

LEGEND

- EXISTING BUILDING INFRASTRUCTURE (VERTICAL CIRCULATION, MECH. ROOMS, ETC.) AND SHARED SPACES (TRAINING ROOMS, RESTROOMS)
- ASSESSOR'S OFFICE
- COUNTY CLERK
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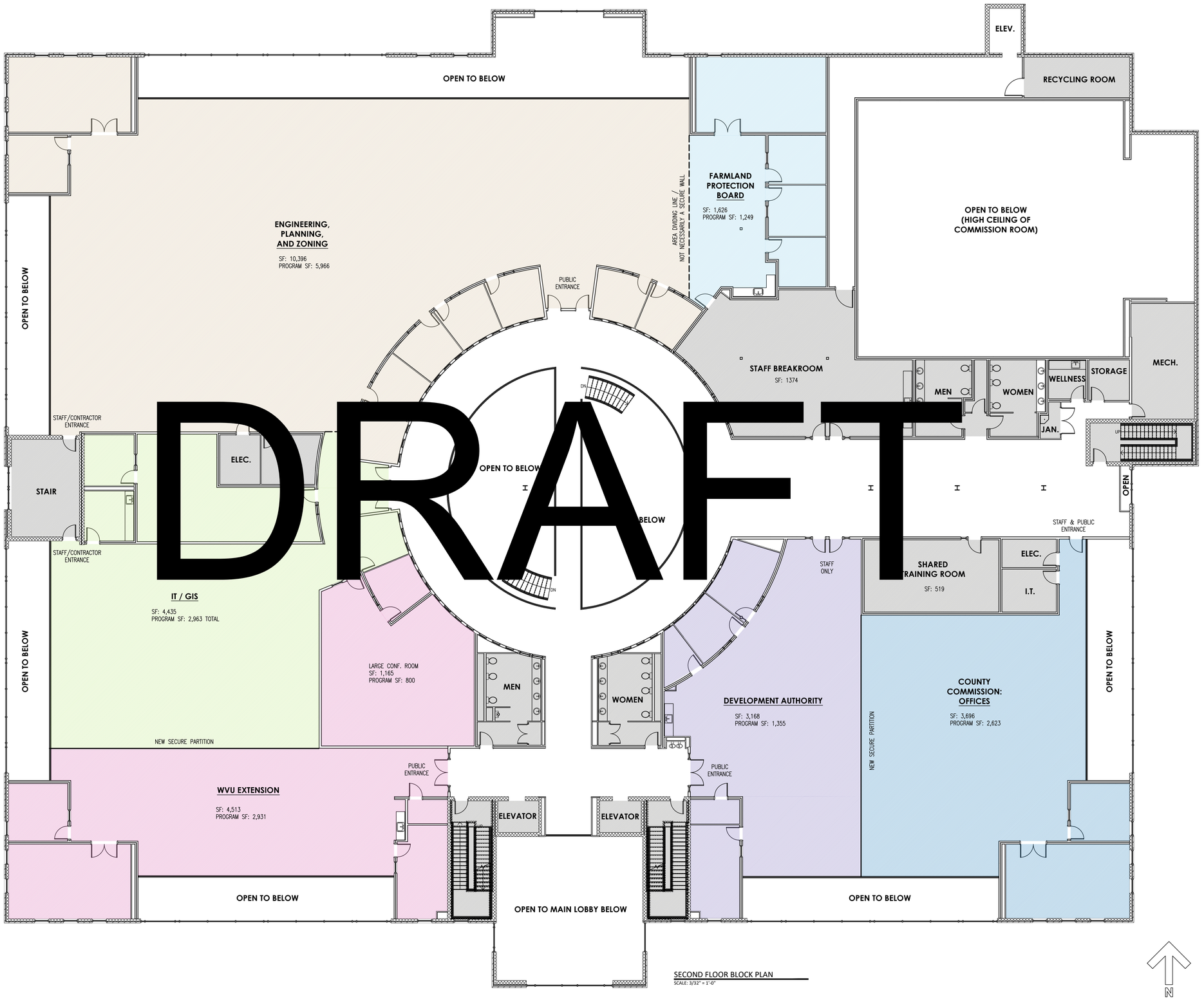
- PROBATION
- SHERIFF'S TAX OFFICE
- WVU EXTENSION



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SECOND FLOOR BLOCK PLAN
SCALE: 3/32" = 1'-0"

NOTES

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FOR
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124 EAST WASHINGTON STREET
CHARLES TOWN, WEST VIRGINIA 25414

DATE: 08.06.2024 PROJECT # 2405
REV. DRAWN BY: JMW
REV. CHECKED BY: JMW

SECOND FLOOR BLOCK PLAN

I-02

DRAFT

LEGEND

- EXISTING BUILDING INFRASTRUCTURE (VERTICAL CIRCULATION, MECH. ROOMS, ETC.) AND SHARED SPACES (TRAINING ROOMS, RESTROOMS)
- ASSESSOR'S OFFICE
- COUNTY CLERK
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- ENGINEERING, PLANNING, AN
- ENVIRONMENTAL HEALTH SERVIC
- FACILITIES AND FLEET MANAGEME
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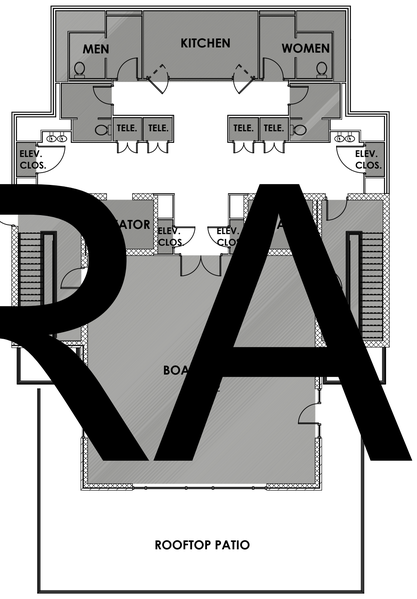
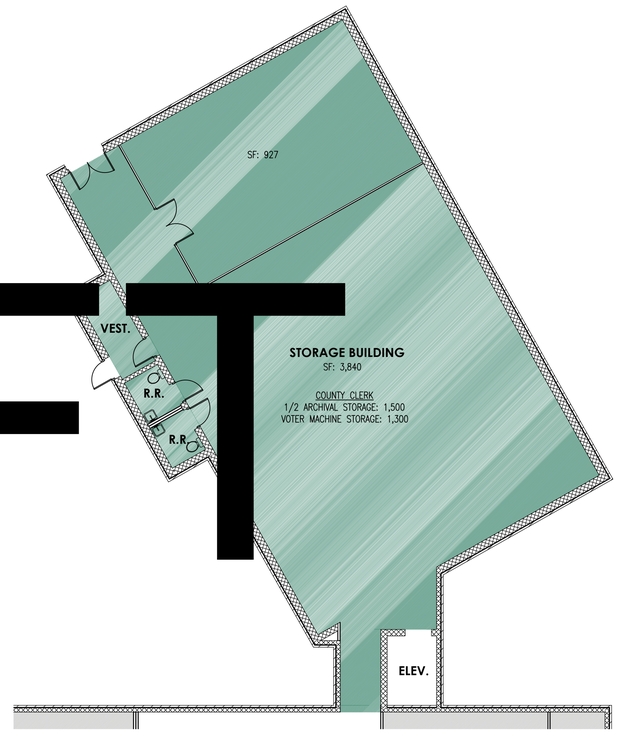


THIRD FLOOR
SCALE: 3/32" = 1'-0"



STORAGE BUILDING
SCALE: 3/32" = 1'-0"

NOTES

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CHARLES TOWN, WEST VIRGIINIA 25414

DATE: 08.06.2024 PROJECT # 2405

REV. DRAWN BY: JMW
REV. CHECKED BY: JMW

THIRD FLOOR
&
STORAGE BUILDING

I-03

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made as of November 7, 2024, by and between AMERICAN PUBLIC UNIVERSITY SYSTEM, INC., a West Virginia corporation ("**Seller**") and COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, a duly organized county under the applicable laws of the State of West Virginia ("**Buyer**").

RECITALS:

1. Seller owns certain improved real estate and related personal property in Charles Town, West Virginia, as more particularly described in this Agreement.

2. Seller desires to sell and Buyer desires to purchase the aforementioned property from Seller, subject to and in accordance with the terms and provisions of this Agreement.

AGREEMENT:

In consideration of the mutual agreements and undertakings this Agreement describes, Seller and Buyer acknowledge and agree as follows:

1. **Sale of Subject Property**. Seller will sell to Buyer, and Buyer will purchase from Seller, all of the following property (collectively, **"Subject Property"**):

1.1 **Real Property**. Fee simple interest in and to that certain parcel of real estate that is commonly known as 393 North Lawrence Street, Charles Town, West Virginia and is legally described in **Exhibit A** attached hereto and made a part hereof (**"Land"**), together with the following;

1.1.1 **Building and Improvements.** All building structures, improvements and fixtures located on the Land (**"Improvements"**), which Improvements include, without limitation, an office building that contains approximately 105,000 square feet (**"Building"**) and that certain solar power array that provides power to the Building, including, without limitation, any solar panels, cabling and wiring, transformers, batteries and other equipment that are part of the solar power system for the Building associated with that solar array (collectively, "**Solar Array**").

1.1.2 **Appurtenant Rights**. all rights, privileges, servitudes, appurtenances thereunto and easements belonging or appertaining (collectively, **"Appurtenant Rights"** and collectively with the Land and the Improvements, the **"Real Property").**

1.2 **Personal Property**. All of the equipment and personal property owned by Seller located at or installed on the Real Property and used solely in the operation of the Real Property, (but specifically excluding equipment or personal property described on **Exhibit D** hereto) to the extent the same are assignable (collectively, "**Personal Property**").

1.3 **Permits**. Seller's interest in and to the licenses, permits, and certificates of occupancy associated with the ownership and operation of the Real Property, including, without limitation the Solar Array, to the extent the same are assignable without cost to Seller ("**Permits**").

2. **Closing.**

2.1 **Closing**. The closing of the purchase and sale of the Subject Property ("**Closing**") will occur on the sixtieth (60th) day after the Contingency Date (defined below) or on such other earlier or later date as Buyer and Seller may agree in writing (the "**Closing Date**") unless this Agreement is earlier terminated as provided herein.

3. **Purchase Price.** Buyer will pay to Seller, as consideration for the purchase of the Subject Property, the sum ("**Purchase Price**") of SIXTEEN MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($16,600,000.00) as the same may be adjusted as provided below. The Purchase Price will be payable as follows:

3.1 **Earnest Money**. Within five (5) Business Days (defined below) after the date of execution and delivery of this Agreement by both Buyer and Seller ("**Effective Date**"), Buyer will deposit in the form of cash (by wire transfer) the sum of Three Hundred Forty-Five Thousand and No/100 Dollars ($345,000.00) (the **"Earnest Money"**) with Conrad Luttrell, LLP ("**Escrow Agent**").

3.2 **Purchase Price**. At the Closing, the Purchase Price, plus or minus prorations and other adjustments, if any, will be paid by Buyer into the Escrow Agent's escrow account by wire transfer of immediately available funds and be paid to Seller upon the Closing.

4. **Escrow Provisions Regarding Earnest Money.**

4.1 Escrow Agent will hold the Earnest Money and make delivery of the Earnest Money solely to the party entitled thereto under the terms of this Agreement. Escrow Agent will deposit the Earnest Money in a segregated client funds account at an FDIC insured financial institution.

4.2 Escrow Agent will hold the Earnest Money until the earlier occurrence of (a) the Closing Date, at which time the Earnest Money will be applied against the Purchase Price and payment of expenses hereunder, or (b) the date on which Escrow Agent will be authorized to disburse the Earnest Money as set forth in Section 4.3 below, or (c) Buyer's termination of the Agreement on or before the Contingency Date as provided in Section 5.7, at which time the Earnest Money will be disbursed in accordance with the terms thereof.

4.3 If the Earnest Money has not been released earlier in accordance with Section 4.2 above, and either party makes a written demand upon Escrow Agent for payment of the Earnest Money or any portion thereof, Escrow Agent will give written notice to the other party of such demand. Escrow Agent will continue to hold such amount until otherwise directed by written instructions from both parties to this Agreement or a final judgment or arbitrator's decision. If both parties cannot agree on the disposition of the Earnest Money after such written demand, Escrow Agent will have the right at any time to deposit or interplead the Earnest Money with a court of competent jurisdiction in the state in which the Real Property is located. Escrow Agent will give written notice of such deposit to Seller and Buyer. Upon such deposit, Escrow Agent will be relieved and discharged of all further obligations and responsibilities hereunder.

4.4 The parties will deliver to Escrow Agent an executed copy of this Agreement, which will constitute the sole instructions to Escrow Agent. Escrow Agent will execute the signature page for Escrow Agent attached hereto with respect to the provisions of this Section;

provided, however, that (a) Escrow Agent's signature hereon will not be a prerequisite to the binding nature of this Agreement on Buyer and Seller, and this Agreement will become fully effective upon execution by Buyer and Seller, and (b) the signature of Escrow Agent will not be necessary to amend any provision of this Agreement other than this Section. The provisions of this Section will survive termination of this Agreement.

5. **Inspections; Due Diligence; Buyer Termination Rights.**

5.1 **Title and Title Documents.** Within one hundred twenty (120) days after the Effective Date, Buyer will obtain (and deliver a copy thereof to Seller) a standard form commitment for title insurance ("**Commitment**") for the Real Property in an amount equal to the Purchase Price from a title insurance company selected by Buyer in its sole discretion (the "**Title Company**") for an owner's title insurance policy ("**Title Policy**") on the most recent standard American Land Title Association form, together with copies of all recorded instruments identified as exceptions therein (together with the Commitment, referred to herein as the "**Title Documents**").

5.2 **Survey.** Within one hundred twenty (120) days after the Effective Date, Buyer may obtain, at Buyer's sole cost and expense, a current ALTA survey of the Real Property (the "**Survey**") made by a reputable registered surveyor of its choosing. A counterpart of the Survey will be delivered by Buyer to Seller prior to the Title Notice Date (defined below).

5.3 **Title Objection and Response Process**. If the Survey discloses survey defects or if the Commitment shows exceptions or other obligations that are not acceptable to Buyer (collectively, the "**Unpermitted Encumbrances**"), then Buyer will notify Seller, in writing, not less than fifteen (15) Business Days before the Contingency Date (the "**Title Notice Date**"), specifying the Unpermitted Encumbrances. Any encumbrances shown on the Commitment or the Survey to which Buyer has not objected on or prior to the Title Notice Date will be deemed **"Permitted Encumbrances"** from and after the Title Notice Date. Seller will respond to Buyer, in writing within five (5) Business Days after delivery of Buyer's title objection notice stating which, if any, of the Unpermitted Encumbrances described therein that Seller intends to cure on or before the Closing and the manner in which Seller intends to effect any such cure. Seller's failure to timely deliver such a response will be deemed to be Seller's election not to cure any such Unpermitted Encumbrances. Notwithstanding anything herein to the contrary, (a) all mortgages, deeds of trust, deeds to secure debt, assignments of leases and rents, security agreements, financing statements, other financing-related liens and tax liens on the Subject Property (other than the lien of real property taxes not yet due and payable) created by the acts of Seller, will conclusively be deemed to be Unpermitted Encumbrances and will be removed (or insured over in a manner reasonably acceptable to Buyer) at or prior to the Closing (such obligation of Seller to cause the removal or insuring over of such items is herein called **"Seller's Mandatory Cure Obligation"**), and (b) except for Seller's Mandatory Cure Obligation and to the extent otherwise agreed by Seller in writing, Seller will have no obligation to correct, cure or remove any Unpermitted Encumbrances. Buyer will determine, on or prior to the Contingency Date, whether Buyer is satisfied with the status of title. If Buyer is not satisfied with the status of title in Buyer's sole discretion, Buyer may terminate this Agreement by written notice to Seller delivered on or before the Contingency Date. If Seller has not expressly agreed in writing that Seller will remove (or cause the Title Company to endorse over in a manner reasonably acceptable to Buyer) any encumbrances to which Buyer has objected, as provided above, and Buyer has not otherwise terminated this Agreement as permitted above in this Section, such encumbrances (other than Seller's Mandatory Cure Obligation and other Unpermitted Encumbrances Seller has agreed, in writing, to cause to be removed or insured over) will be deemed "Permitted Encumbrances" (and will no longer be Unpermitted Encumbrances)

from and after the Contingency Date. In the event of any termination of this Agreement by Buyer under this Section 5.3, all of the Earnest Money will be returned to Buyer.

5.4 **Due Diligence Materials.** Within five (5) Business Days after the Effective Date Seller will provide Buyer with copies of the due diligence materials listed on Schedule 1 attached hereto ("**Due Diligence Materials**"). Seller will have no obligation to deliver additional materials beyond the items listed on Schedule 1. Notwithstanding anything in this Section 5.4 to the contrary, Seller will provide Buyer all of the reports and inspections that, to Seller's knowledge (defined below) are within Seller's possession and control regarding the existence of Hazardous Materials at the Subject Property. In addition, if Seller has knowledge of other reports and inspections regarding the existence of Hazardous Materials at the Subject Property that are not within Seller's possession or control, Seller will request that the possessor of those reports and inspections release same to Buyer and will provide Buyer with copies of any such requests.

5.5 **Inspections.** Upon not less than two (2) Business Days' prior written notice to Seller (but subject to this Section 5.5), beginning on the Effective Date and, if this Agreement is not otherwise terminated by Buyer, through the Closing Date, Seller will allow Buyer and its employees, agents, contractors and representatives access, during normal business hours, to access the Real Property, without charge, for the purpose of making such inspections, tests, studies and investigations with respect to the Subject Property as Buyer reasonably deems necessary in connection with Buyer's purchase of the Subject Property (collectively, **"Inspections"**); provided, however, that Buyer will not be entitled to conduct any invasive engineering, soils, environmental or other Inspections with respect to the Subject Property (collectively, "**Invasive Tests**") without Seller's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Seller agrees to respond to Buyer's request for consent to an Invasive Test within five (5) Business Days after delivery to Seller of a written request for such consent accompanied by a reasonably detailed scope of work describing, in part, the number and location of any such tests and the substances being tested for. Seller's failure to timely respond to such a request as provided above will not be a default by Seller under this Agreement but will be deemed to be Seller's approval of the applicable request. Buyer will keep the results of all Inspections confidential, except as the same may be disclosed to Seller or Seller's representatives hereunder or to Buyer's employees, agents, attorneys, accountants, architects and engineers and potential lenders who have a need to know such information (collectively, "**Recipients**") or as disclosure of the same may be mandated by applicable law (but Buyer will give prompt written notice to Seller of any such legally-mandated disclosure). Buyer will cause the Recipients to also keep that information confidential in accordance with the requirements of this Agreement. Buyer will be solely responsible for, and will promptly pay, all costs and expenses of the Inspections, and will indemnify, defend and hold harmless Seller, and its officers, directors, shareholders, members, managers, employees, contractors and agents, and the Subject Property, from and against any and all loss, cost, damage, lien, liability, settlement, cause of action or threat thereof, or expense (including, without limitation, reasonable attorneys' fees and costs) arising from or relating to the following matters pertaining to the activities of Buyer or Buyer's employees, agents, contractors and representatives at the Subject Property under this Section 5.5 (a) third party claims for death, personal injury or property damage, (b) mechanics' or materialmen's liens, (c) violations of applicable law, and (d) Buyer's failure to restore damage to the Subject Property as required under this Section 5.5. Prior to any entry onto the Subject Property, Buyer will provide to Seller a certificate of insurance showing that Buyer (or the contractor or consultant entering the Subject Property on behalf of Buyer) maintains in full force and effect, a policy of commercial general liability insurance (1) covering its activities (including, without limitation, the activities of its employees, independent contractors and agents) in connection with the Inspections; (2) in an amount of not less than Two Million and 00/100ths Dollars ($2,000,000.00) combined single limit per occurrence from a company of recognized

responsibility, authorized to do business in West Virginia with a financial rating of at least a Class A- status, as rated in the most recent edition of Best's Insurance Reports; and (3) naming Seller as an additional insured. Such insurance will insure against any and all claims for bodily injury, including, without limitation, death resulting therefrom, and damage to or destruction of property arising from the Inspections performed by Buyer, by any of its contractors or subcontractors, or by any other person so authorized by Buyer. Buyer will promptly repair and restore any damage to the Subject Property attributable to the conduct of the Inspections, and will promptly return the Subject Property to substantially the same condition as existed prior to the conduct of the Inspections. All Inspections will be conducted in such a manner so as to minimize interference with the operation of the Subject Property and Seller's activities thereon. At Seller's sole option, any such Inspections will be performed in the presence of a representative of Seller. Should Seller require the presence of a representative at any Inspections, Seller agrees to make the representative available upon three (3) Business Day's advance written notice or waive the requirement of a representative at the Inspection so as not to materially delay Buyer. Upon Seller's written request, Buyer will promptly deliver to Seller copies of the written results of all Inspections. Anything in this Agreement to the contrary notwithstanding, (a) the confidentiality and restoration obligations of Buyer under this Section 5.5 will survive any termination of this Agreement and (b) the indemnification obligations of Buyer under this Section 5.5 will survive Closing and any termination of this Agreement for a period of two (2) years; provided; however, if a claim for indemnification is delivered to Buyer on behalf of Seller during that two (2) year period, then Buyer's indemnification obligations under this Section 5.5 will continue until that claim has been resolved and Buyer's obligations with respect thereto fulfilled.

5.6 **Contingency Date**. The Contingency Date will be 5:00 p.m., Eastern Standard Time, on the date that is one hundred twenty (120) days after the Effective Date (the "**Contingency Date**"). If a Contingency Date does not fall on a business day, then that Contingency Date will be the next Business Day thereafter.

5.7 **Buyer's Right to Terminate Before Contingency Date**. Anything in this Agreement to the contrary notwithstanding, Buyer may, in its sole and absolute discretion, and for any reason or reasons or for no reason whatsoever, terminate this Agreement by delivering written notice of such termination to Seller at any time on or before the Contingency Date. In the event of any termination under this Section 5.7 on or before the Contingency Date, all of the Earnest Money and all of the interest accrued thereon will be promptly paid to Buyer. Upon any such termination, neither party will have any further rights or obligations under this Agreement (other than Buyer's obligations under Sections 4.4, 5.5, 7.4, 15, 16, 25, 26, 28, 33, 34, 35, 36 and 37 that specifically survive any such termination and Seller's obligations under Sections 4.4, 7.4, 15, 16, 25, 26, 28, 33, 35 and 37 that specifically survive any such termination (collectively, "**Surviving Obligations**"), which obligations will survive any such termination). If Seller does not timely receive written notice of termination from Buyer under this Section 5.7, Buyer will be deemed to have waived its right to terminate this Agreement under this Section 5.7.

6. **Covenants by Seller.** Seller covenants and agrees with Buyer that from the Effective Date until the Closing Date, Seller will conduct its business involving the Subject Property as follows, and during such period will (except as specifically provided to the contrary herein):

6.1 **Conveyances; Easements.** Refrain from conveying the Subject Property or creating on the Real Property, as applicable, any easements affecting the Real Property, without Buyer's prior written consent, which consent will not be unreasonably withheld conditioned or delayed.

6.2 **Contracts.** Refrain from entering into or amending any contracts or other agreements that would bind the Subject Property after Closing without the prior written consent of Buyer, which consent will not be unreasonably withheld, conditioned or delayed.

6.3 **Operation of Subject Property.** Operate, maintain, repair and insure the Subject Property in a manner consistent with the existing operation, maintenance, repair and insurance of the Subject Property.

7. **Representations and Warranties.**

7.1 **By Seller.** For purposes of this Section 5.1, "Seller's Knowledge" or words of similar import means the actual knowledge of Richard Sunderland, as Executive Vice President, Chief Financial Officer of Seller, Thomas Beckett, as Vice President and General Counsel of Seller or Chrisopher Lowe, as Vice President of Real Estate of Seller, without any duty of inquiry or investigation. Seller represents and warrants to buyer that the foregoing individuals (together with their respective successors) are the employees of Seller with the primary responsibility for making decisions regarding the Subject Property. Seller represents and warrants to Buyer that:

7.1.1 **Authority.** (a) Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of West Virginia; (b) Seller has the requisite power and authority to execute this Agreement, Seller's Closing Documents (as described in Section 9.1) and the Joint Closing Documents (as described in Section 9.3) (collectively, "**Seller Documents**") and to perform its obligations under the Seller Documents; (c) the person executing the Seller Documents on Seller's behalf has the requisite power and authority to do so; and (d) Seller's execution and delivery of, and performance of its obligations under the Seller Documents will not conflict with or violate any of Seller's organizational documents, any agreement to which Seller is a party or any judgment, order or decree of any court or arbiter to which Seller is a party.

7.1.2 **Hazardous Materials.**

7.1.2.1 **Definitions.** For purposes of this Agreement, (a) "**Hazardous Materials**" means any of the following, in any amount: (i) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (ii) any radioactive substance; (iii) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (iv) any chemical, material or substance, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," or words of similar import in any existing federal, state or local statute, law, ordinance or regulation, as the same may be interpreted by government offices and agencies, and (b) "Hazardous Materials Laws" means any existing federal, state or local statutes, laws, ordinances, or regulations that control, classify, regulate, list or define Hazardous Materials or require remediation of Hazardous Materials contamination.

7.1.2.2 **Representations and Warranties.** To Seller's Knowledge, except as may have been disclosed in writing to Buyer and except as shown in the environmental report(s) listed on Schedule 1 attached hereto (the "**Reports**"), (a) Seller has not used or permitted the Real Property to be used, and the Real Property has not been, during Seller's period of ownership, used for generating, transporting,

treating, storing, manufacturing, emitting or disposing any reportable quantities of Hazardous Materials, except as permitted by Hazardous Materials Laws; (b) Seller has not received written notice during its period of ownership of any investigation of or report from or by any governmental authority, respecting the Real Property with respect to any actual or alleged violations of Hazardous Materials Laws; (c) during Seller's period of ownership, there have not been any actions, suits, or proceedings or settlements related to the presence of Hazardous Materials on the Real Property; and (d) to Seller's Knowledge except as shown on the Reports, the Real Property has not been used for generating, transporting, treating, storing, manufacturing, emitting or disposing any reportable quantities of Hazardous Materials in violation of Hazardous Materials Laws.

Notwithstanding anything in this Section 7.1.2 to the contrary, Seller has advised Buyer that to Seller's Knowledge and as more particularly described in the Due Diligence Documents, prior to Seller's period of ownership, the Real Property was subject to releases of Hazardous Materials.

7.1.3 **Proceedings.** To Seller's Knowledge, there is no action, litigation, condemnation or any legal proceeding of any kind pending or threatened, against the Real Property, or Seller in connection with the Real Property that would affect the value of the Real Property or the Seller's ability to perform its obligations under this Agreement.

7.1.4 **Condemnation.** Seller has not received any written notice of any pending, and to Seller's knowledge there are no contemplated, condemnation proceedings affecting all or any part of the Real Property

7.1.5 **FIRPTA.** Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

7.1.6 **Leases.** There are no parties in possession of any portion of the Real Property pursuant to lease agreements.

7.1.7 **Blocked Persons.** Seller has not received written notice that Seller is:

(i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 Sept. 25, 2001 (the "**Order**") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable orders (such lists are collectively referred to as the "**Lists**");

(ii) a person who has been determined by competent authority to be subject to the prohibitions contained in the Order;

(iii) owned or controlled by, and does not act for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Order.

7.2 **By Buyer.** Buyer represents and warrants to Seller that:

7.2.1 **Authority**. (a) Buyer is a county duly organized and validly existing and in good standing under the laws of the State of West Virginia; (b) Buyer has the requisite power and authority to execute this Agreement, Buyer's Closing Documents (as described in Section 8.2) and the Joint Closing Documents (as described in Section 8.3) (collectively, "**Buyer Documents**") and to perform its obligations under the Buyer Documents; (c) the person executing the Buyer Documents on Buyer's behalf has the requisite power and authority to do so; and (d) Buyer's execution, delivery and performance of its obligations under the Buyer Documents will not conflict with or violate any of Buyer's organizational documents, any agreement to which Buyer is a party or any judgment, order or decree of any court or arbiter to which Buyer is a party.

7.2.2 **Blocked Persons**. Buyer has not received written notice that Buyer is:

(i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 Sept. 25, 2001 (the "**Order**") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable orders (such lists are collectively referred to as the "**Lists**");

(ii) a person who has been determined by competent authority to be subject to the prohibitions contained in the Order;

(iii) owned or controlled by, and does not act for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Order.

7.3 **Representation and Warranty Becoming Untrue**. Seller's representations and warranties under Section 7.1 and Buyer's representations and warranties under Section 7.2 will each be true and correct in all material respects as of the Effective Date and the Closing Date with respect to the Real Property. In the event that, between the Effective Date and the Closing Date, Seller becomes aware that any of the representations and warranties of Seller in Section 7.1 is no longer true and correct in any material respect, Seller will promptly notify Buyer thereof in writing. Within thirty (30) days after Seller's delivery of such initial written notice (such thirty (30)-day period being sometimes herein called the "**Warranty Cure Period**"), Seller will notify Buyer further in writing that either (i) Seller will not cure such then-incorrect representations and warranties, or (ii) Seller will use reasonable efforts (but without being required to expend any funds) to cure any such then-incorrect representations and warranties, and, in the event Seller so elects to try to cure, the Closing will be delayed in accordance with this Section 5.3 while Seller undertakes such efforts. If Seller notifies Buyer that Seller will not attempt to cure or if, after using such reasonable efforts, Seller cannot effect such cure on or before the expiration of the Warranty Cure Period, Buyer will, within ten (10) Business Days following the earlier of the delivery of Seller's notice that Seller will not cure or the expiration of the Warranty Cure Period, elect either (i) to terminate this Agreement (other than the Surviving Obligations which will survive any such termination), or (ii) to waive any such incorrect representations and warranties of Seller and to proceed hereunder. Failure of Buyer to notify Seller within the aforesaid ten (10)-Business Day period will constitute Buyer's irrevocable election to waive any such incorrect representations and warranties of Seller and proceed under clause (ii) of the immediately preceding sentence. If Buyer terminates this Agreement as provided in clause (i) above, the Earnest Money will be promptly returned to Buyer. Notwithstanding the foregoing, if the date by which Buyer must either terminate

this Agreement or waive an incorrect representation or warranty, as provided above is after the scheduled Closing Date, then the Closing Date will be extended to a date that is two (2) Business Days after the date that Buyer must make such election.

7.4 **Survival/Liability Limitations.** Seller's and Buyer's representations and warranties in Section 7 of this Agreement survive the Closing for one (1) year unless Buyer or Seller delivers to the other a notice of misrepresentation or breach of warranty within such one (1) year period (in which event any claim that is the subject of the notice survives until such time as the claim is finally resolved). Seller's total liability in connection with any breach or breaches of its representations and warranties in this Agreement or the Seller Documents will be limited to the aggregate amount of $750,000.00. Seller is not liable to Buyer with respect to the breach by Seller of any particular representation or warranty in this Agreement if, prior to the Closing, Buyer obtains knowledge of a fact or circumstance, the existence of which would constitute a breach of such Seller's representation or warranty under this Agreement and Buyer does not terminate this Agreement under Section 7.3. For purposes of this Agreement, Buyer is deemed to have knowledge of all facts and circumstances described in any document Buyer received in connection with the due diligence described in Section 5 of this Agreement, and the warranties and representations herein contained will be deemed modified to the extent any document delivered to Buyer is inconsistent with the matters covered herein.

8. **Closing.**

8.1 **Closing Date.** The Closing will occur on or prior to the Closing Date at the office of, or by mail through escrow with, the Escrow Agent or at such other time and place as the parties may mutually agree in writing.

8.2 **Buyer's Closing Conditions Precedent.** Buyer's obligation to consummate the transaction contemplated by this Agreement will be subject to satisfaction or waiver in writing of each of the following conditions ("**Buyer's Closing Conditions Precedent**") in connection with the Subject Property; provided, however that Buyer will have the unilateral right to waive any Buyer's Closing Conditions Precedent, in whole or in part, by written notice to Seller:

(i) The representations in Section 7.1 of Seller hereof will be, in all material respects, true and complete.

(ii) Seller will have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement, in all material respects, subject to the notice and cure in Section 11.1.

8.3 **Seller's Conditions Precedent.** Seller's obligation to consummate the transaction contemplated by this Agreement will be subject to satisfaction or waiver in writing of each of the following conditions ("**Seller's Closing Conditions Precedent**") in connection with the Subject Property but Seller will have the unilateral right to waive, in whole or in part, any Seller's Closing Conditions Precedent by written notice to Buyer:

(i) The representations in Section 7.2 of Buyer hereof will be, in all material respects, true and complete.

(ii) Buyer will have performed all of the obligations required to be performed by Buyer under this Agreement, as and when required by this Agreement, in all material respects, subject to the notice and cure in Section 11.2.

(iii) The Deed (defined below) will convey the Real Property to Buyer free and clear of all encumbrances other than the Permitted Encumbrances.

If Buyer's Closing Conditions Precedent or Seller's Closing Conditions Precedent, as the case may be, have not been satisfied or waived as of the scheduled Closing Date and provided the failure to satisfy or waive any such condition is not attributable to a breach or default of this Agreement by Seller or Buyer, as the case may be, Buyer or Seller, as the case may be, will have the right to terminate this Agreement by written notice to the other delivered on or before the scheduled Closing Date. Upon delivery of such notice, this Agreement will terminate (other than the Surviving Obligations, which obligations will survive any such termination); provided, however, upon such termination both Buyer and Seller will execute a document evidencing such termination. Upon such termination for a Buyer's Closing Condition Precedent, the Earnest Money will be promptly returned to Buyer. Upon such termination for a Seller's Closing Condition Precedent, the Earnest Money will be promptly paid to Seller. Upon any such termination, neither party will have any further rights or obligations (other than the Surviving Obligations which will survive any such termination) regarding this Agreement or the Subject Property.

9. **Closing Deliveries.**

9.1 **Seller's Closing Documents.** At Closing, Seller will deliver:

9.1.1 **Deed.** A Special Warranty Deed ("**Deed**"), in the form attached as **Exhibit B** hereto, conveying the Real Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances.

9.1.2 **Bill of Sale**. A Bill of Sale, in commercially reasonable form substantially similar to that attached hereto as **Exhibit D**, transferring the Personal Property (including, without limitation, the Solar Array) and any Off-Site Property (defined below) to Buyer.

9.1.3 **Authorization Documents**. Evidence reasonably satisfactory to the Title Company that Seller is duly authorized and has full power and authority to convey title to the Subject Property to Buyer in the conditions required by this Agreement and to perform and consummate the obligations of Seller described herein.

9.1.4 **FIRPTA Certificate.** A certificate containing the information required by Section 1445 (b) (2) of the Internal Revenue Code and its corresponding regulations.

9.1.5 **Title Documents.** An owner's affidavit in substantially the form attached hereto as **Exhibit C** together with such other documents as may be reasonably required by Title Company and otherwise approved by Seller in writing prior to the Contingency Date.

9.1.6 **Miscellaneous.** Such other documents reasonably required to consummate the transaction this Agreement contemplates, in form reasonably acceptable to Seller and Buyer.

9.2 **Buyer's Closing Documents.**

9.2.1 **Purchase Price.** The balance of the Purchase Price (*i.e.*, after taking into account applicable credits for the Earnest Money), plus or minus prorations, by wire transfer or otherwise in immediately available funds.

9.2.2 **Authorization Documents.** Evidence satisfactory to the Title Company that Buyer is duly authorized and has full power and authority to acquire title to the Subject Property and to perform and consummate the obligations of Buyer described herein.

9.2.3 **Miscellaneous.** Such other documents reasonably required to consummate the transaction this Agreement contemplates, in form reasonably acceptable to Seller and Buyer.

9.3 **Joint Closing Documents.**

9.3.1 **Closing Statement.** A closing statement showing the Purchase Price and all prorations, adjustments, credits and debits this Agreement describes.

9.3.2 **Reciprocal Access Easement Agreement**. A fully executed original of the Reciprocal Access Easement Agreement (defined below).

9.3.3 **Real Estate Transfer Declarations**. To the extent applicable, any real estate transfer disclosures required by applicable law.

9.3.4 **Miscellaneous.** Other documents reasonably required to consummate the transaction this Agreement contemplates, in form reasonably acceptable to Seller and Buyer.

10. **Adjustment and Prorations.** For purposes of calculating prorations, Buyer will be deemed to be in title to the Subject Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All such prorations will be made on the basis of the actual number of days of the year and month that will have elapsed as of the Closing Date. Real estate taxes and operating expenses (if any) will each be prorated on a cash basis and except as specifically provided otherwise herein, items of income and expense for the period prior to the Closing Date will be for the account of Seller and items of income and expense for the period on and after the Closing Date will be for the account of Buyer. All prorations hereunder will be final.

10.1 **Title Insurance.** Buyer will pay all costs and fees associated with any Title Insurance Policy obtained by Buyer and for all costs and fees of any lender's title insurance policy.

10.2 **Survey Costs**. Buyer will pay all costs of the ALTA Survey described in Section 5.2. Seller will pay all costs associated with preparation of any plat of easement, easement legal description or plat approval required in connection with the Reciprocal Access Easement Agreement.

10.3 **Closing Fee.** Seller and Buyer will each pay one-half of the reasonable and customary closing fees or escrow fees Escrow Agent charges; provided, however, that Seller's share of such fees will not exceed $1,500.00. Buyer will pay for all costs for any money lender's closing escrows.

10.4 **Transfer Tax.** State and County documentary stamp and transfer taxes payable (if any) in connection with the transfer of the Real Property will be paid by Seller.

10.5 **Recording Costs.** Buyer will pay the cost of recording the Deed and of recording of any documents required by any lender providing financing associated with Buyer's acquisition of the Real Property. Seller will pay the cost of recording any survey reasonably required by the

Title Company to describe the Real Property or to correct title defects, as well as any lien releases or other documents required to resolve any Seller Mandatory Cure Obligations or other Unpermitted Exceptions Seller is otherwise obligated to resolve under Section 5.3.

10.6 **Other Costs.** All other costs will be allocated in accordance with the customs prevailing in similar transactions in Jefferson County, West Virginia where the Real Property is located.

10.7 **Real Property Taxes and Assessments.** General ad valorem property taxes and any special assessments that are certified, confirmed, or ratified by the taxing authority (collectively, "**Taxes**"), in each case payable in the year of Closing, will be pro-rated as of the Closing Date, with due allowance for maximum available discount for early payment. Any Taxes that are due and payable on the Closing Date will paid at that Closing by Seller if not previously paid. If the Closing will occur before the tax rate or the assessed valuation of the Subject Property is fixed for the year of that Closing, then the apportionment of taxes will be upon the basis of 100% of the most recently ascertainable real estate taxes for the Subject Property, with maximum available discount applied.

Except as otherwise expressly provided otherwise in this Agreement, all prorations provided for herein will be final.

11. **Default/Remedies.**

11.1 **DEFAULT BY SELLER.** IF SELLER DEFAULTS IN THE PERFORMANCE OF ITS OBLIGATION TO CLOSE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, AND SELLER FAILS TO CURE THE DEFAULT WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE THEREOF FROM BUYER, BUYER WILL BE DAMAGED AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT WILL BE TO ELECT ONE, AND ONLY ONE, OF THE FOLLOWING REMEDIES, AS FOLLOWS: (A) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE DELIVERED TO SELLER AND ESCROW AGENT AND TO RECOVER THE EARNEST MONEY AND PAYMENT FROM SELLER FOR BUYER'S REASONABLE OUT-OF-POCKET EXPENSES IN CONNECTION WITH THE INSPECTIONS AND THE NEGOTIATION OF THIS AGREEMENT, NOT TO EXCEED $50,000.00, OR (B) TO SPECIFICALLY ENFORCE (WHICH ACTION FOR SPECIFIC PERFORMANCE MUST BE FILED AND SERVED UPON SELLER WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER THE EXPIRATION OF THE 10-DAY PERIOD TO CURE DESCRIBED IN THIS SENTENCE, OR SUCH RIGHT WILL BE DEEMED WAIVED) SELLER'S OBLIGATION TO CLOSE THE TRANSACTION, EXECUTE AND DELIVER THE DEED AND OTHER CLOSING DOCUMENTS AND TO CONVEY THE SUBJECT PROPERTY TO BUYER IN ACCORDANCE WITH THIS AGREEMENT.

11.2 **DEFAULT BY BUYER.** IF BUYER DEFAULTS IN THE PERFORMANCE OF ITS OBLIGATION TO CLOSE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, AND BUYER FAILS TO CURE THE DEFAULT WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE THEREOF FROM SELLER, SELLER WILL BE DAMAGED AND SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT WILL BE TO RECOVER THE EARNEST MONEY AS LIQUIDATED DAMAGES. IT IS HEREBY AGREED THAT SELLER'S DAMAGES IN THE EVENT OF A DEFAULT BY BUYER HEREUNDER ARE UNCERTAIN AND DIFFICULT TO ASCERTAIN, AND THAT THE EARNEST MONEY CONSTITUTES A REASONABLE LIQUIDATION OF

SUCH DAMAGES AND IS INTENDED NOT AS A PENALTY, BUT AS FULL LIQUIDATED DAMAGES. BUYER COVENANTS NOT TO BRING ANY ACTION OR SUIT CHALLENGING THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED HEREUNDER IN THE EVENT OF SUCH DEFAULT. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11.2, SELLER WILL NOT HAVE THE RIGHT TO RECOVER DAMAGES OF ANY KIND OR TO OBTAIN OTHER EQUITABLE RELIEF, INCLUDING, WITHOUT LIMITATION, ANY EQUITABLE ADJUSTMENT TO THE TERMS OF THE SALE OF THE SUBJECT PROPERTY.

12. **Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced against all or any material part of the Real Property, Seller will promptly give notice to Buyer of such fact and, at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement will terminate. Upon any such termination, neither party will have further obligations under this Agreement (other than the Surviving Obligations, which obligations will survive any such termination), except that Buyer will, at the request of Seller, execute any document reasonably requested by Seller to evidence such termination. If Buyer fails to elect to terminate this Agreement in the manner provided in this Section 12, or the eminent domain proceeding relates to less than a material portion of the Real Property, then there will be no reduction in the Purchase Price, and Seller will assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date (but after the Contingency Date), Seller will not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent, which consent will not be unreasonably withheld or delayed; provided, however, that if any action is necessary with respect to such proceeding to avoid any forfeiture or material prejudice, Seller will be entitled to take such action as and to the extent necessary without obtaining Buyer's prior written consent. For purposes of this Section 12, the words "material part" with respect to eminent domain proceedings means that the portion of the Real Property to be so taken is valued in excess of $345,000.00.

13. **Damage**. If, prior to the Closing Date, all or any material part of the Improvements is materially damaged by fire or other casualty, Seller will promptly give notice to Buyer of such fact. Thereafter, at Buyer's option (to be exercised by Buyer's written notice to Seller given within fifteen (15) days after Seller's initial notice to Buyer), this Agreement will terminate. In the event of any such termination of this Agreement, neither party will have any further obligations under this Agreement (other than the Surviving Obligations, which obligations will survive any such termination), and the Earnest Money will be refunded to Buyer. If Buyer fails to elect to terminate (in the manner provided in this Section 13) despite such damage, or if the Improvements are damaged but not materially, Seller will promptly commence to repair such damage or destruction and to return the Improvements to substantially their condition prior to such damage. If the repair of such damage is completed prior to the Closing Date, then there will be no reduction in the Purchase Price, and Seller will retain the proceeds of all insurance related to such damage. If the repair of such damage is not completed prior to the then-scheduled Closing Date, but Seller is diligently proceeding to repair, then Seller will complete the repair and the Closing Date will be extended for the period of time needed to complete the repair and Seller will be entitled to receive the proceeds of all insurance related to such damage. For purposes of this Section 13, the words "materially damaged" mean damage that would cost $345,000.00 or more to repair.

14. **Reciprocal Access Easement Agreement**. Seller and Buyer will negotiate in good faith the terms of a mutually agreeable form of reciprocal access easement agreement (the "**Reciprocal Access Easement Agreement**") to be recorded at Closing pursuant to which (a) the owner of the Real Property will be granted a permanent, irrevocable easement (for the benefit of the Real Property) for vehicular and pedestrian access between the Real Property and George Street over a portion of the drive aisles constructed on the neighboring parcel of property commonly known as 330 North George Street, Charles Town, WV ("**George Street Parcel**"), (b) the owner of George Street Parcel will be granted a permanent, irrevocable

easement (for the benefit of the George Street Parcel), for vehicular and pedestrian access between the George Street Parcel and North Lawrence Street over a portion of the drive aisles constructed on the Real Property , and (c) the owner of each of the Real Property and the George Street Parcel will maintain the easement areas on their respective parcels at their own cost and expense. If the Reciprocal Access Easement Agreement has not been agreed upon between Buyer and Seller before the Contingency Date, either Buyer or Seller may terminate this Agreement by written notice to the other delivered within ten (10) business days after the Contingency Date. Upon any such termination, the Earnest Money will be disbursed to Buyer in full.

15. **Broker's Commissions.** Seller and Buyer each represent and warrant to the other that in connection with the transaction contemplated hereby, no third-party broker or finder other than CBRE ("**Broker**"), has been engaged or consulted by Seller or Buyer or is entitled to compensation or commission in connection herewith as a result of acts of Seller or Buyer or their respective agents, employees or representatives. At Closing, Seller will pay Broker a commission in accordance with a separate agreement between Seller and Broker. Seller and Buyer will each indemnify, defend and hold harmless the other, and its respective employees, contractors and agents, from and against any and all loss, cost, damage, liability, settlement, cause of action or threat thereof, or expense (including, without limitation, reasonable attorneys' fees and costs) arising from or relating to claims of any brokers, finders or any like third parties (other than Broker), for any commission or compensation resulting from any acts of the indemnifying party or its agents, employees or representatives in connection herewith. The terms of this Section will survive the Closing and any termination of this Agreement.

16. **Environmental Disclosure**. Seller hereby discloses that the Subject Property contains or contained such hazardous materials (if any) as described in the environmental reports listed on Schedule 1 hereto (the "**Reports**"). Seller has delivered the Reports to Buyer as of the Effective Date and Buyer hereby acknowledges receipt of the Reports. Buyer acknowledges and agrees that the Reports are provided by Seller for informational purposes only and that Seller makes no representations or warranties as to the accuracy or completeness of the Reports. Buyer will conduct its own investigations and studies of the Subject Property as it deems necessary or appropriate in order to determine the presence or absence of hazardous materials on or within the Subject Property. Buyer hereby (a) agrees that Buyer is relying solely on the representations of Seller in this Agreement and Buyer's own investigation, if any, of the Subject Property covering the effect of any hazardous materials that may be on about or within the Subject Property, whether disclosed by such investigations or not (collectively, the "**Hazardous Materials Effect**"), (b) assumes the risk of any and all liabilities, claims, demands, suits, judgments, losses, damages, expenses (including, without limitation, attorney's fees) and other obligations arising out of or incurred in connection with the Hazardous Materials Effect, if any, and (c) except as otherwise expressly provided in this Agreement (including Section 7 regarding Seller's representations and warranties), waives and releases Seller from all liabilities, claims, demands, suits, judgments, losses, damages, and expenses relating to the Hazardous Materials Effect. Notwithstanding the foregoing, Purchaser does not waive and shall not be construed to have waived any right Purchaser otherwise may have in the event of an action by an unrelated third party to seek contribution against or indemnification from Seller for tort claims arising out of Seller's actions that accrued on or before the Closing Date. The terms of this Section will survive the Closing.

17. **Notices.** Any notice or other communication in connection with this Agreement will be in writing and will be sent by nationally recognized overnight courier guaranteed next business day delivery, by email transmission (provided that such notice sent by email is also sent via nationally recognized overnight courier for guaranteed next business day delivery), or by personal delivery, properly addressed as follows:

If to Seller:	American Public University System, Inc. c/o American Public Education, Inc. 303 West 3rd Avenue Ranson, WV 25438 Attention: Vice President of Real Estate E-Mail: realestate@apei.com
With a copy to:	American Public University System, Inc. c/o American Public Education, Inc. 303 West 3rd Avenue Ranson, WV 25438 Attention: Legal Department E-Mail: legal@apus.edu
And with a copy to:	O'Rourke, Hogan, Fowler and Dwyer, LLC 10 South LaSalle Street, Suite 3700 Chicago, Illinois 60603 Attention: Howard I. Goldblatt E-Mail: hgoldblatt@ohfdlaw.com
If to Buyer:	Jefferson County Commission 124 East Washington Street Charles Town, WV 25414 Attn: Nathan P. Cochran, Esquire Jefferson County Prosecuting Attorney's Office E-Mail: ncochran@jcpawv.org
With a copy to:	Jefferson County Commission 124 East Washington Street Charles Town, WV 2541 Attn: Edwina Benites, County Administrator E-Mail: ebenites@jeffersoncountywv.org
And with a copy to:	Conrad Lutrell, LLP 158 Crimson Circle Martinsburg, WV 25403 Attn: Kanette Petry, Esquire E-Mail: petry@conradluttrell.com

All notices will be deemed given one (1) Business Day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery or by e-mail transmission (provided that proof of transmission is necessary for notices sent by email) between 8:00 a.m. and 5:00 p.m. (eastern time). Attorneys for each party will be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

18. **Captions.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

19. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained, and all prior negotiations, discussions, writings and agreements between the parties with respect to the subject matter herein contained are superseded and of no further force and effect. This Agreement may be amended only by a written instrument executed by Seller and Buyer. No covenant, term or condition of this Agreement will be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

20. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21. **Controlling Law.** This Agreement will be governed by and construed in accordance with the laws of the State of West Virginia. Any litigation between Buyer and Seller arising out of this Agreement will be commenced in a court of competent jurisdiction in the county in which the Subject Property is located, and both Buyer and Seller waive venue outside such county.

22. **Severability.** The unenforceability or invalidity of any provisions hereof will not render any other provision herein contained unenforceable or invalid.

23. **Time of Essence.** Time is of the essence in the performance of obligations under this Agreement.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

25. **Consequential/Punitive Damages.** Neither party to this Agreement is liable to the other for any consequential, special or punitive damages under this Agreement, including, without limitation, lost profits. The terms of this Section will survive the Closing and any termination of this Agreement.

26. **Attorneys' Fees.** In the event of any litigation between the parties with respect to this Agreement or any document executed pursuant to this Agreement, the non-prevailing party in such action will pay the reasonable attorneys' fees, paralegals' fees and court costs of the prevailing party. The terms of this Section will survive the Closing and any termination of this Agreement.

27. **Electronic Signatures.** Signatures transmitted by electronic mail in so-called "PDF" format to this Agreement or any amendment thereto will be valid and enforceable as original signatures. In addition, electronic signatures to this Agreement, whether digital, via DocuSign or other digital signature program, will be as valid as original manual signatures and will be effective to bind the parties and have the same force and effect as manual signatures.

28. **Waiver of Jury Trial**. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING AND COUNTERCLAIM BROUGHT BY ANY PARTY HERETO ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT AND WILL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS AGREEMENT.

29. **Calculation of Days**. Unless otherwise specified herein, where the terms of this Agreement require the calculation of days to determine performance hereunder, the days will be calendar days. If the day calculated is not a Business Day, the next Business Day will be the date for performance. "**Business Day**," for purposes of this Agreement, means any day of the week other than (i) Saturday and

Sunday, (ii) a day on which the banking institutions in the State of West Virginia are obligated to be closed to the transaction of normal banking business, or (iii) a day on which the banking institutions in the State of West Virginia are interrupted because of extraordinary events including hurricanes, power outages, and acts of terrorism.

30. **Interpretation.** In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

31. **Assignment**. Neither Seller nor Buyer may assign its rights under this Agreement; provided, however, that Buyer may assign its rights and obligations under this Agreement to a person or entity that controls, is controlled by or is under common control with Buyer, upon at least five (5) Business Days' prior written notice to Seller; and provided further, however, that in the event of any such assignment, Buyer will remain liable to Seller for all obligations under this Agreement, as a principal and not as a surety.

32. **Non-Solicitation**. Beginning on the Effective Date and, if this Agreement is not otherwise terminated, through the Closing Date, Seller will not solicit or accept any offers for or engage in any discussion concerning the sale of the Subject Property, and Seller will cease all marketing efforts and negotiations with respect the sale of the Subject Property, other than the transaction contemplated herein.

33. **Limitations.** In no event will the provisions of Sections 11.1 and 11.2 limit the damages recoverable by either party against the other party due to the other party's obligation to indemnify such party in accordance with this Agreement or affect the rights or obligations of the parties to this Agreement under Section 26. This Section will survive Closing or the earlier termination of this Agreement.

34. **No Personal Liability**. Notwithstanding anything in this Agreement or any of the documents executed by Seller pursuant hereto or in connection herewith, the liability of Seller will be limited to Seller's interest in the Real Property (including, without limitation, any net insurance or sales proceeds arising therefrom), and in no event will Buyer be entitled to or seek satisfaction for any such liability from any of Seller's partners, members, affiliates and subsidiaries, and their respective members, stockholders, directors, officers, participants, employees, consultants, brokers and agents. This Section will survive the Closing or earlier termination of this Agreement.

35. **No Reliance on Documents**. Except for Seller's express representations and warranties in this Agreement, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or given by Seller or its brokers or agents to Buyer in connection with the transaction contemplated hereby and any such representations and warranties are hereby excluded and disclaimed. Buyer acknowledges and agrees that (a) all materials, data and information delivered or given by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only in Buyer's own examination and determination as to whether or not it wishes to purchase the Subject Property and (b) any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer. Neither Seller, nor any affiliate of Seller, nor the person or entity which prepared any report or reports delivered by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such reports. Buyer will rely exclusively on its own independent investigation and evaluation of every aspect of the Subject Property and on the express representations of Seller contained herein and not on any materials supplied by Seller

36. **AS-IS SALE; DISCLAIMERS**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DEED, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF

ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE PHYSICAL, STRUCTURAL OR ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY OR ITS COMPLIANCE WITH LAWS.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER WILL SELL AND CONVEY TO BUYER AND BUYER WILL ACCEPT THE SUBJECT PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT AND IN THE DEED. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE SUBJECT PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, OFFERING PACKAGES DISTRIBUTED WITH RESPECT TO THE SUBJECT PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE SUBJECT PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE SUBJECT PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE SUBJECT PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER WILL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, WILL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE LAND OR ANY IMPROVEMENTS THEREON, ANY LATENT OR PATENT CONSTRUCTION DEFECTS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE SUBJECT PROPERTY.

The provisions of Section 35 and Section 36, respectively, will survive Closing or any termination of this Agreement.

37. **Confidentiality; Press Releases**. Except as specifically permitted by this Section 37, neither Seller nor Buyer will release or cause or permit to be released any press notices, or publicity (oral or written) or advertising promotion relating to, or will otherwise announce or disclose or cause or permit to be announced

or disclosed, in any manner whatsoever, the terms, conditions or substance of this Agreement, without first obtaining the written consent of the other party. The foregoing will not preclude either party from discussing the substance or any relevant details of this transaction with any of its attorneys, accountants, professional consultants, lenders, partners, investors, or any prospective lender, partner or investor, as the case may be, or prevent either party from complying with laws, rules, regulations and court orders, including, without limitation, governmental regulatory, disclosure, tax and reporting requirements. In addition to any other remedies available to a party, each party shall have the right to seek equitable relief, including, without limitation, injunctive relief or specific performance, against the other party in order to enforce the provisions of this Section 37. The provisions of this Section 37 will survive the Closing, delivery of the Deed and any termination of this Agreement. Notwithstanding anything herein to the contrary, Seller and Buyer shall each have the right to issue a press release concerning the transaction set forth herein after Closing, provided the other party has approved such press release, which approval shall not be unreasonably withheld or delayed, and further provided that in no event shall any such press release or public disclosure specify the Purchase Price or terms and conditions of this Agreement.

38. **Removal of Excluded Personal Property**. Seller will repair any damage to the Subject Property caused by the removal of the personal property excluded from the Personal Property and described on **Exhibit D** hereto and restore the Subject Property to a substantially similar condition to the condition existing prior to such removal, reasonable wear and tear excepted; provided, however, that Buyer and Seller agree that the restoration of the floor of the Building lobby after removal of the APUS seal will be limited to installation of replacement tile that is reasonably consistent with the surrounding tile.

39. **Off-Site Personal Property**. Seller has advised Buyer that Seller has removed from the Building and stored in a nearby warehouse located at 406 South Buchannon, Ranson, West Virginia ("**Warehouse**") approximately seventy-two (72) workstations and four (4) glass cubicles ("**Off-Site Property**") and that Seller is willing to convey the Off-Site Property to Buyer at Closing at no additional cost, subject to and in accordance with the terms of this paragraph. If Buyer wishes to acquire all or any portion of the Off-Site Property, Buyer must deliver written notice of such election on or before the Contingency Date, which notice must identify which portion of the Off-Site Property Buyer has elected to acquire at Closing. Buyer's failure to timely deliver such notice will be deemed to be Buyer's election not to acquire any of the Off-Site Property and any of the Off-Site Property not identified in an election notice timely delivered will be deemed to be excluded from the Off-Site Property to be conveyed to Buyer at Closing. Buyer will not be entitled to any of the Off-Site Property unless Buyer also acquires the Subject Property at Closing. Buyer agrees that the Off-Site Property is being conveyed to Buyer in "AS-IS" condition and subject to Section 36 and Buyer acknowledges that the Off-Site Property may require assembly and that some of the work stations and cubicles that comprise the Off-Site Property may not be complete. Buyer will have thirty (30) days after Closing to cause any Off-Site Property acquired by Buyer to be removed from the Warehouse. Buyer's access to the Warehouse for such purpose will be limited to inspection and removal of the Off-Site Property and will be subject to the terms and conditions of Section 5.4 above. Any Off-Site Property conveyed to Buyer at Closing not removed from the Warehouse within that period will be deemed to have been abandoned by Buyer and Seller may dispose of any such Off-Site Property in Seller's sole discretion without compensation to Buyer. Buyer waives any and all claims against Seller and any affiliates of Seller for any theft of or damage to the Off-Site Property.

40. **Schedule and Exhibits.** The following schedule and exhibits are made a part hereof, with the same force and effect as if specifically set forth herein:

Schedule 1	-	Due Diligence Materials
Exhibit A	-	Legal Description
Exhibit B	-	Form of Special Warranty Deed
Exhibit C	-	Form of Owner's Affidavit

Exhibit D	-	Schedule of Excluded Personal Property
Exhibit E	-	Form of Bill of Sale

[Signature Pages Follow]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SELLER:

AMERICAN PUBLIC UNIVERSITY SYSTEM, INC., a West Virginia corporation

By: _____
Name: Nuno Fernandes
Its: President

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

BUYER:

COUNTY COMMISION OF JEFFERSON COUNTY WEST VIRGINIA, a duly organized county under the laws of the State of West Virginia

By: _____
Name: Stephen D. Stolipher
Title: President

SCHEDULE 1

List of Due Diligence Materials

Folder/Document
Floor & Site Plans
1st Floor - Plan
2nd Floor - Plan
3rd Floor - Plan
1st Floor - Interior Build Out
2nd Floor - Interior Build Out
3rd Floor - Interior Build Out
Storage Building A - Plan
Storage Building B - Plan
Approved Site Plan
Title and Survey
Seller's Title Policy (FATIC Policy No. 5011400-0071866e)
Draft Survey (prepared by Appalachian Surveys PLLC)
Seller's Vesting Deed
Historical Property Upgrades and Maintenance
Trane Tracer SC Retrofit 3/21/17
TE 200 Centralized Controller Install-1
Parking
393 Parking
Environmental Reports
Phase I ESA dated 7/6/2010 Prepared by Nutshell Enterprises, Ltd.*
Phase II ESA dated 8/31/2010 Prepared by Nutshell Enterprises, Ltd.*
Phase II ESA dated 12/7/2007 Prepared by CDM for WPM Properties**
Physical Inspection Reports
393 LEED Certification
Fidelity Power Systems
Fire Safety Equipment Supply
Fire Alarm Inspection
Sprinkler System
Elevator 1
Elevator 2
Elevator 3
Solar Array
Contract
Warranty
Manual
As Built Drawings
Real Estate Tax Bills
2022 - 393 - 1
2022 - 393 - 2
2023 - 393 - 1
2023 - 393 - 2
2024 - 393 - 1
2024 - 393 - 2
Electric Invoices

2019 Invoices

*Report referenced additional environmental reports that Seller has not yet found. Seller will forward those reports to Buyer if Seller determines that those reports are in Seller's possession or control.

**Not prepared for Seller. May pertain to adjacent property.

Exhibit A-1

Legal Description

Tract I:

Beginning at (246) a P-K Nail (in block wall) found, comer to 111 West Congress, LLC (D.B. 1066 P. 247) and in the northern right-of-way limits of The Winchester and Potomac Railroad Company; thence with said Railroad Company, North 77°10'48" West 221.87-feet to (245) a Mag Nail (in block wall) found, in the eastern right-of-way limits of Buchanan Street a 60' R/W; thence with said Buchanan Street, North 5°16' 10" East passing (244) a 5/8-inch Rebar (Dewberry) found, at 190.48-feet, in all 319.58-feet to (431) a Drill Hole, set, in the southern right-of-way limits of 2nd Avenue, R/W width Varies; thence with said 2nd Avenue, North 73°37'49" East 282.65-feet to (255) a Point, corner to Northern Virginia Power Co. (D.B. 184 P. 117); thence with said Northern Virginia Power Co. for the next two lines, South 16°17'26" East passing (89) a 1-1/4" Iron Pipe with bronze disk, found at 1.77-feet, in all 152.25-feet to (254) a 5/8" Rebar (Dewberry) found; thence, North 73°37'49" East 25.35-feet to (253) a 5/8" Rebar (no cap) found, corner to McKinney (D.B. 958 P. 27); thence with said McKinney, South 26°52'52" West 164.30-feet to (250) a Railroad Spike, found, in the western right-of-way limits of Old Bridge Road; thence with said Old Bridge Road for the next two lines, South 27°34'45" West 51.64-feet to (249) a 5/8" Rebar (Dewberry) cap, found; thence, South 36°08'59" West 41.00-feet to (248) a 5/8" Rebar (Dewberry) cap, found, corner to said 111 West Congress, LLC; thence with said 111 West Congress, LLC for the next two lines, South 29°08'59" West 52.00-feet to (247) a 5/8" Rebar (Dewberry) cap, found; thence, South 5°23'59" West 37.46-feet to the place of beginning, containing 2.5224 acres, more or less, as shown upon that certain Plat of Survey prepared by Appalachian Surveys, PLLC, dated 29 September 2010, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25, at page 259;

AND BEING part of the same real estate conveyed to American Public University System, Inc. from AG/IRG WPM Ranson, L.L.C, by deed dated November 3, 2010, and recorded in the aforesaid Clerk's Office in Deed Book No. 1086, at page 450.

Tract II:

Beginning at (239) a P-K Nail, found, corner to Railroad Avenue, a 50' R/W, and in the western right-of-way limits of Buchanan Street a 60' R/W; thence with said Railroad Avenue for the next two lines, North 77°10'48" West 206.39-feet to (238) a Mag Nail, found; thence, South 73°37'48" West 102.52-feet to (237) a Mag Nail, (in a railroad tie) found, in the northern right-of-way limits of The Winchester and Potomac Railroad Company; thence with said Railroad Company, North 77°10'48" West 76.47-feet to (261) a Railroad Spike (in wood deck) found, corner to City of Ranson Building Commission (D.B. 1064 P. 518); thence with said City of Ranson Building Commission for the next two lines, North 12°14'07" East 97.37-feet to (1078) a Chainlink Fence Post; thence, North 74°11'58" East 279.69-feet to (252) a Point, in the southern right-of-way limits of 2nd Avenue, R/W width Varies; thence with said 2nd Avenue, North 73°37'49" East 110.71-feet to (251) a Mag Nail, set, in the western right-of-way limits of said Buchanan Street; thence with said Buchanan Street, South 5°16'10" West passing (243) a 5/8-inch Rebar (Dewberry) found, at 129.10-feet, in all 237.39-feet to the place of beginning, containing 1.3302 acres, more or less, as shown upon that certain Plat of Survey prepared by Appalachian Surveys, PLLC, dated 29 September 2010, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25, at page 259;

AND BEING part of the same real estate conveyed to American Public University System, Inc. from AG/IRG WPM Ranson, L.L.C, by deed dated November 3, 2010, and recorded in the aforesaid Clerk's Office in Deed Book No. 1086, at page 450.

Exhibit A-2

General Depiction of Property

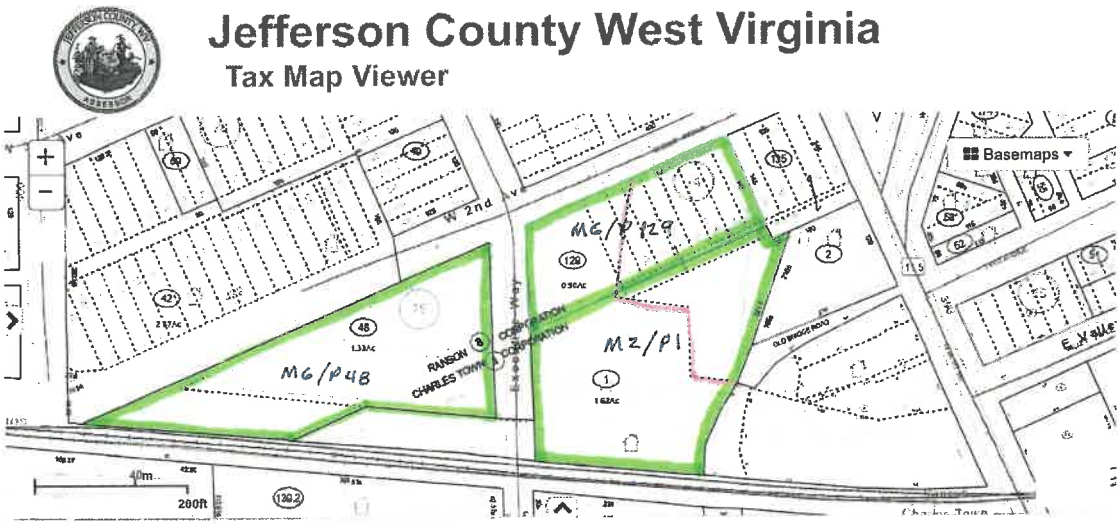

Exhibit B

Form of Special Warranty Deed

THIS INSTRUMENT PREPARED BY:

O'Rourke, Hogan, Fowler & Dwyer, LLC
10 S. LaSalle St., Suite 3700
Chicago, Illinois 60603

RECORDER'S STAMP

SPECIAL WARRANTY DEED

AMERICAN PUBLIC UNIVERSITY SYSTEM, INC., a West Virginia corporation, whose address is c/o American Public Education, Inc., 303 West 3rd Avenue, Ranson, West Virginia 25438 ("Grantor"), for and in consideration of the sum of Ten and 00/100 Dollars and other good and valuable consideration in hand paid by _____, whose address is _____ ("Grantee"), receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, REMISES, RELEASES, ALIENS and CONVEYS to Grantee the real property situated in the City of Charles Town, County of Jefferson, State of West Virginia and described in Exhibit A attached hereto and made a part hereof, together with all of Grantor's right, title and interest, if any, in and to all rights-of-way, easement rights, access rights, privileges, hereditaments and appurtenances appertaining to such real property (the "Property").

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that during the period that Grantor has owned title to the Property, it has not done or suffered to be done anything whereby the Property hereby granted are, or may be, in any manner encumbered or charged, except as set forth on Exhibit B attached hereto and made a part hereof; and that the Grantor will warrant and forever defend the Property against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

PROPERTY ADDRESS: The Property is part of property commonly known as 393 North Lawrence Avenue, Charles Town, West Virginia.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever.

DECLARATION OF CONSIDERATION OR VALUE: The Grantors hereby declare that the total consideration paid for the property transferred by this Deed is SIXTEEN MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($16,600,000.00).

DECLARATION OF EXEMPTION FROM WITHHOLDING UPON DISPOSITION OF WEST VIRGINIA REAL ESTATE: The Grantor hereby claims exemption from the tax withholding requirements of West Virginia Code § 11-21-71b because it is a resident entity of the State of West Virginia.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed as of the day and year written below.

AMERICAN PUBLIC UNIVERSITY SYSTEM, INC., a West Virginia corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, the _____ of AMERICAN PUBLIC UNIVERSITY SYSTEM, INC., a West Virginia corporation, on behalf of the company.

_____
Notary Public

Serial Number, if any: _____

[SEAL]

My commission expires on:_____

NAME & ADDRESS OF TAXPAYER:

_____
_____
_____

WHEN RECORDED MAIL TO:

_____
_____
_____

Exhibit A

Legal Description

Exhibit B

Permitted Encumbrances

Exhibit C

Form of Owner's Affidavit

OWNER'S AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

The undersigned, being duly sworn according to law, deposes and says, not personally but on behalf of _____ (the "Company"), based on the actual knowledge of the undersigned, as follows:

1. The Company owns the real property ("Property") described in the _____ Title Insurance Company Title Commitment for Title Insurance No. _____ (the "Commitment"), and legally described on Exhibit "A" attached hereto.

2. All bills for labor and services performed at, or materials furnished and delivered to, the Property, during the past one hundred twenty (120) days, at the request of or on behalf of the Company, have been or will be paid in the ordinary course of the Company's business. No work has been done at the Property by or on behalf of the Company in the last one hundred twenty (120) days.

3. Except for the Company, no person occupies, or has a right to possess, any portion of the Property, except those persons listed on Exhibit "B," and any persons claiming by or through the persons listed on Exhibit "B." None of the persons described on Exhibit "B" hold a right of first refusal, option or other right to purchase the Property, except as otherwise described on Exhibit "B".

4. There are no unrecorded mortgages, leases (other than those listed on Exhibit "B"), easements or other documents made or entered into by the Company affecting title to the Property, nor any pending claim or dispute involving a boundary line, setback, or encroachment.

5. No proceeding in bankruptcy has been instituted by or against the Company, nor has the Company made an assignment for the benefit of creditors.

6. The Company has not commenced, and has not received written notice of, any action or proceeding relating to the Property in any state or federal court in the United States, nor are there any unrecorded state or federal judgements or liens against the Company which constitute a lien or charge upon the Property, except statutory liens to secure the payment of taxes.

7. The Company has not received any written notice of taxes or special assessments affecting the Property which remain unpaid, other than those shown in the Commitment.

8. No property manager is employed to manage the Property.

9. The undersigned is familiar with the management and operation of the Property, including the existence of any tenancies, leases, parties in possession and other occupancies, and payment of taxes and assessments in connection herewith.

10. Company's enjoyment of the Property has been peaceful and undisturbed and the title to the Property has never been disputed or questioned to the undersigned's knowledge, nor does the undersigned know of any facts by reason of which title to or possession of the Property might be disputed or questioned, or by reason of which any claim to the Property or any portion thereof might be adversely asserted.

11. The undersigned has received no written notice of any violation of any covenants, conditions or restrictions, if any, affecting the Property.

12. There are no defects, liens, encumbrances, adverse claims or other matters arising from the acts of Company first appearing in the public records or attaching subsequent to _____, but prior to the date the proposed insured acquires for value of record the estate interest thereon covered by the above commitment.

This Affidavit is given to induce _____ Title Insurance Company to issue its policies of title insurance including endorsements knowing that it will be relying upon the accuracy of same. The Owner agrees to indemnify and hold harmless _____ from any loss, claim, costs or expenses, including reasonable attorneys' fees, arising because of title insurance protection provided a purchaser or lender in reliance in whole or in part on the completeness and correctness of the representations or attestations made herein.

For purposes of this Owner's Affidavit, "actual knowledge of the undersigned" or words of similar import means the actual knowledge of Richard Sunderland, as Executive Vice President, Chief Financial Officer of the undersigned, Thomas Beckett, as Vice President and General Counsel of the undesigned or Chrisopher Lowe, as Vice President of Real Estate of the undersigned, without any duty of inquiry or investigation.

_____

By: _____
Name: _____
Its: _____

Subscribed and sworn to before me this _____ of _____, 202__.

_____
Notary Public
My Commission Expires:

EXHIBIT "A"

Tax Parcel Nos.: Parcel No. _____

Commonly known as: _____

EXHIBIT "B"

EXHIBIT D

EXCLUDED PERSONAL PROPERTY

1. Intellectual property (including, without limitation, trademarks, patents and rights associated with the name "American Public University System" and of any of its parents, affiliates and subsidiaries).

2. Branded materials and other personal property branded with the name "American Public University System" or of any of its parents, affiliates or subsidiaries.

3. Computer and other IT equipment, including, without limitation, laptops, PC's, Mac's, peripherals, telephone handsets, head-end network gear and software (peripherals, such as wireless access points, and televisions and other audio-visual equipment will remain as Personal Property).

4. Artwork.

5. Office and cleaning equipment and supplies, including, without limitation, copiers.

6. Water coolers, coffee makers, and other small kitchen appliances and food and beverages for Seller's employees and visitors (major appliances, such as refrigerators and dishwashers will remain as Personal Property).

EXHIBIT E

FORM OF BILL OF SALE

Bill of Sale

THIS BILL OF SALE ("**Agreement**") is made as of _____, 2025 ("**Effective Date**"), by American Public University System, Inc., a West Virginia corporation ("**Seller**") in favor of the County Commission of Jefferson County, West Virginia, a duly organized county under the applicable laws of the State of West Virginia ("**Buyer**").

RECITALS:

A. Contemporaneously with the execution and delivery of this Agreement, Seller has sold and conveyed to Buyer, all of its right, title and interest in and to that certain real property, and any improvements situated thereon owned by Seller, more particularly described on Exhibit "A" attached hereto ("**Property**") pursuant to a Purchase and Sale Agreement dated as of _____ __, 2024, by and between Seller and Buyer (as amended, the "**Purchase Agreement**"). Terms that are capitalized but not defined in this Agreement that are defined in the Purchase Agreement will have the same meaning in this Agreement as in the Purchase Agreement.

B. In connection with the conveyance of the Property, Seller and Buyer intend and agree that Seller will assign and transfer to Buyer, Seller's rights to the Personal Property, subject to and in accordance with the terms and provisions of this Agreement.

AGREEMENT:

In consideration of the foregoing recitals and other good and valuable consideration, Seller and Buyer agree as follows:

1. Conveyance. Seller hereby transfers to Buyer and its successors and assigns, all of Seller's right, title and interest (if any) in and to the Personal Property without representation or warranty, except as specifically set forth in this Agreement.

Seller's Warranties. Seller has not previously conveyed the Personal Property (other than by granting a security interest in the Personal Property as security for a financing that will be paid in full at or before Closing) and that Seller has the right to sell and convey the Personal Property to Buyer. Except as expressly set forth herein or in the Purchase Agreement, Seller makes no warranties or representations as to the interests being transferred hereunder. *AMONG OTHER THINGS, ALL WARRANTIES OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.*

Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

AMERICAN PUBLIC UNIVERSITY SYSTEM, INC.,
a West Virginia corporation

By:_____
Name:_____
Its:_____

EXHIBIT A

(Legal Description)

4883-8738-9161, v. 8

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1160: Payment of Bills - November 18, 2024

ATTACHMENTS:

- PCARD 11-13-24.pdf
- CAPITAL RESERVE COUNCIL REPORT 2024 11 15.pdf
- PARKS N REC COUNCIL REPORT 2024 11 15.pdf
- SALES TAX COUNCIL REPORT 2024 11 15.pdf
- GENERAL FUND COUNCIL REPORT 2024 11 15.pdf
- GENERAL FUND COUNCIL REPORT 2024 11 15 DRAFTS.pdf

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
1000BULBS.COM	11/13/24	LIGHT BULBS CWHALL	GENERAL FUND	STREETS & HIGHWAYS	106.60
				TOTAL:	106.60
7-ELEVEN	11/13/24	CAR# 4 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	73.83
	11/13/24	CAR#4 FUEL 10/08	GENERAL FUND	POLICE DEPARTMENT	78.92
	11/13/24	CAR #4 10/14	GENERAL FUND	POLICE DEPARTMENT	20.00
	11/13/24	CAR#4 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	20.00
	11/13/24	CAR#4 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	75.32
	11/13/24	CAR#8 FUEL 10/18	GENERAL FUND	POLICE DEPARTMENT	50.62
	11/13/24	CAR#26 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	37.44
	11/13/24	CAR#26 FUEL 10/15	GENERAL FUND	POLICE DEPARTMENT	40.29
	11/13/24	2016 CHEVY FUEL 10/07	GENERAL FUND	STREETS & HIGHWAYS	102.62
	11/13/24	2016 CHEVY FUEL 10/23	GENERAL FUND	STREETS & HIGHWAYS	60.80
				TOTAL:	559.84
ALL SEASONS UNIFORMS	11/13/24	MAINTENANCE UNIFORMS	GENERAL FUND	STREETS & HIGHWAYS	4,338.42
				TOTAL:	4,338.42
AMAZON	11/13/24	PLANNER J SALE	GENERAL FUND	CITY CLERK'S OFFICE	7.99
	11/13/24	S GROVE INK CARTRIDGES	GENERAL FUND	CITY ATTORNEY	58.78
	11/13/24	KEURIG COFFEE MAKER	GENERAL FUND	CITY HALL	169.59
	11/13/24	STICKERS/ SCRAPERS FOR PAR	GENERAL FUND	PARKING	22.93
	11/13/24	9 VOLT BATTERIES PARKING	GENERAL FUND	PARKING	104.76
	11/13/24	WYPALL WIPES	GENERAL FUND	POLICE DEPARTMENT	71.19
	11/13/24	SHREDDER BAGS	GENERAL FUND	POLICE DEPARTMENT	40.97
	11/13/24	MAGNETS FOR FLAGS	GENERAL FUND	STREETS & HIGHWAYS	39.20
	11/13/24	HALLOWEEN CANDY FOR DOWNTO	GENERAL FUND	FAIR ASSOC/FESTIVAL	59.91
	11/13/24	HALLOWEEN CANDY FOR DOWNTO	GENERAL FUND	FAIR ASSOC/FESTIVAL	146.78
				TOTAL:	722.10
APPLE	11/13/24	NOV 24 SUBSCRIPTION RENEWA	GENERAL FUND	ECONOMIC DEVELOPMENT	21.35
				TOTAL:	21.35
BACKGROUNDCHECKS.COM	11/13/24	K GROVE BACKGROUND CHECK	GENERAL FUND	TREASURER'S OFFICE	39.02
				TOTAL:	39.02
BATTERY MART	11/13/24	BATTERIES FOR PD ALARM SYS	GENERAL FUND	POLICE DEPARTMENT	79.90
				TOTAL:	79.90
BFS	11/13/24	BALLOU/NICE TRAININGFUEL 1	GENERAL FUND	STREETS & HIGHWAYS	33.62
				TOTAL:	33.62
BP	11/13/24	CAR#4 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	76.12
	11/13/24	CAR#25 FUEL 10/03	GENERAL FUND	POLICE DEPARTMENT	44.90
	11/13/24	CAR#25 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	48.41
	11/13/24	CAR#25 FUEL 10/10	GENERAL FUND	POLICE DEPARTMENT	40.06
	11/13/24	CAR#25 FUEL 10/14	GENERAL FUND	POLICE DEPARTMENT	49.00
	11/13/24	CAR#25 FUEL 10/17	GENERAL FUND	POLICE DEPARTMENT	44.41
	11/13/24	CAR#25 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	51.19
	11/13/24	CAR#25 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	29.05
	11/13/24	CAR#25 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	41.12
	11/13/24	CAR#12 FUEL 10/01	GENERAL FUND	POLICE DEPARTMENT	68.51
	11/13/24	CAR# 3 FUEL 10/02	GENERAL FUND	POLICE DEPARTMENT	65.60
	11/13/24	CAR#3 FUEL 10/09	GENERAL FUND	POLICE DEPARTMENT	52.86
	11/13/24	CAR#3 FUEL 10/24	GENERAL FUND	POLICE DEPARTMENT	67.57
	11/13/24	CAR#6 FUEL 10/01	GENERAL FUND	POLICE DEPARTMENT	61.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/13/24	CAR#6 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	72.50
	11/13/24	CAR#6 FUEL 10/09	GENERAL FUND	POLICE DEPARTMENT	62.00
	11/13/24	CAR#6 FUEL 10/15	GENERAL FUND	POLICE DEPARTMENT	68.00
	11/13/24	CAR#6 FUEL 10/17	GENERAL FUND	POLICE DEPARTMENT	68.00
	11/13/24	CAR#6 FUEL 10/22	GENERAL FUND	POLICE DEPARTMENT	59.50
	11/13/24	CAR#6 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	54.00
	11/13/24	CAR#6 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	56.00
	11/13/24	CAR#6 FUEL 10/31	GENERAL FUND	POLICE DEPARTMENT	63.00
	11/13/24	CAR#19 FUEL 10/03	GENERAL FUND	POLICE DEPARTMENT	36.26
	11/13/24	CAR#19 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	35.41
	11/13/24	CAR#19 FUEL10/30	GENERAL FUND	POLICE DEPARTMENT	46.10
	11/13/24	CAR#5 FUEL 10/03	GENERAL FUND	POLICE DEPARTMENT	64.53
	11/13/24	CAR#5 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	51.13
	11/13/24	CAR#5 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	56.51
	11/13/24	CAR#5 FUEL 10/11	GENERAL FUND	POLICE DEPARTMENT	62.73
	11/13/24	CAR#5 FUEL 10/14	GENERAL FUND	POLICE DEPARTMENT	62.05
	11/13/24	CAR#5 FUEL 10/14	GENERAL FUND	POLICE DEPARTMENT	56.00
	11/13/24	CAR#5 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	67.10
	11/13/24	CAR#5 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	61.06
	11/13/24	CAR#5 FUEL 10/25	GENERAL FUND	POLICE DEPARTMENT	49.43
	11/13/24	CAR#5 FUEL 10/31	GENERAL FUND	POLICE DEPARTMENT	65.65
	11/13/24	CAR#5 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	61.64
				TOTAL:	2,018.90
CARPER'S AUTO SERVICE	11/13/24	2012 FORD TRUCK STATE INSP	GENERAL FUND	STREETS & HIGHWAYS	19.00
	11/13/24	2012 RAM DUMP REPAIRS 9/30	GENERAL FUND	STREETS & HIGHWAYS	1,660.17
				TOTAL:	1,679.17
CHILI'S	11/13/24	LUNCH 10/24 B BALLOU L NIC	GENERAL FUND	TREASURER'S OFFICE	42.34
				TOTAL:	42.34
CHARLES TOWN UTILITY BOARD	11/13/24	P STAUBS PERS EXPENSE	GENERAL FUND	NON-DEPARTMENTAL	114.56
				TOTAL:	114.56
E-CONO LIGHT	11/13/24	LIGHT FIXTURE 661 S GEORGE	GENERAL FUND	STREETS & HIGHWAYS	106.94
				TOTAL:	106.94
ECAMPUS	11/13/24	STUDY BOOKS FOR TESTING	GENERAL FUND	POLICE DEPARTMENT	521.37
				TOTAL:	521.37
EMBASSY SUITES	11/13/24	L NICE TRAING HOTLE 10/23-	GENERAL FUND	TREASURER'S OFFICE	360.72
	11/13/24	L NICE HOTEL	GENERAL FUND	TREASURER'S OFFICE	42.72-
	11/13/24	B BALLOU TRAING HOTEL 10/2	GENERAL FUND	TREASURER'S OFFICE	288.00
				TOTAL:	606.00
ETSY	11/13/24	SKATE PARK MURAL STENCIL	CAPITAL RESERVE	CULTURE & RECREATION	35.58
				TOTAL:	35.58
EXXON MOBILE	11/13/24	CAR#21 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	43.87
	11/13/24	CAR#21 FUEL 10/14	GENERAL FUND	POLICE DEPARTMENT	41.23
	11/13/24	CAR #1 FUEL 10/10	GENERAL FUND	POLICE DEPARTMENT	65.10
				TOTAL:	150.20
FASTENAL	11/13/24	DRILL BITS FOR MAINT SHOP	GENERAL FUND	STREETS & HIGHWAYS	68.82
				TOTAL:	68.82

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GO MART	11/13/24	CAR#21 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	32.18
				TOTAL:	32.18
HAMPTON INN	11/13/24	TRAVEL FOR DANIEL GRADUAT	GENERAL FUND	POLICE DEPARTMENT	115.00
				TOTAL:	115.00
HOBBY LOBBY	11/13/24	CH XMAS DECORATIONS	GENERAL FUND	CITY HALL	367.18
				TOTAL:	367.18
HOME DEPOT	11/13/24	SHOVELS & PAINT TRAIL GRD	GENERAL FUND	ECONOMIC DEVELOPMENT	369.55
	11/13/24	BOARDS FOR XMAS TREE BASE	GENERAL FUND	CITY HALL	69.92
	11/13/24	BOARDS/PAINT FOR XMAS TREE	GENERAL FUND	CITY HALL	60.30
	11/13/24	CH 1ST FL BATHROOM CABINET	GENERAL FUND	CITY HALL	165.05
	11/13/24	CH WATER JUG STAND	GENERAL FUND	CITY HALL	53.49
	11/13/24	CH TAPE MEASURER	GENERAL FUND	CITY HALL	17.97
	11/13/24	CH CONDIMENT STATION KITCH	GENERAL FUND	CITY HALL	89.99
	11/13/24	SUPPLIES FOR GUN QUALIFYIN	GENERAL FUND	POLICE DEPARTMENT	73.96
	11/13/24	STEEL ROD FOR WREATH	GENERAL FUND	STREETS & HIGHWAYS	31.90
	11/13/24	LEAF BLOWER	GENERAL FUND	STREETS & HIGHWAYS	439.00
	11/13/24	RACHET & CHICKENWIRE4 DUMP	GENERAL FUND	STREETS & HIGHWAYS	164.92
	11/13/24	LOCK FOR CH NEW OFFICE DOO	CAPITAL RESERVE	STREETS & TRANSPORTATI	11.47
	11/13/24	PAINT SKATE PARK MURAL	CAPITAL RESERVE	CULTURE & RECREATION	731.78
	11/13/24	SPRAY PAINT SKATE PARK	CAPITAL RESERVE	CULTURE & RECREATION	38.74
	11/13/24	SKATE PARK MURAL PAINT	CAPITAL RESERVE	CULTURE & RECREATION	640.00
	11/13/24	SKATE PARK MURAL PAINT	CAPITAL RESERVE	CULTURE & RECREATION	281.83
	11/13/24	SKATE PARK MURAL PAINT	CAPITAL RESERVE	CULTURE & RECREATION	191.62
				TOTAL:	3,431.49
HOME DEPOT CREDIT SERVICES	11/13/24	WATER	GENERAL FUND	CITY HALL	54.18
	11/13/24	WATER	GENERAL FUND	STREETS & HIGHWAYS	7.74
				TOTAL:	61.92
INTERNATIONAL CODE COUNCIL	11/13/24	ICC MEMBERSHIP/ JOB POSTIN	GENERAL FUND	PLANNING & ZONING	299.00
				TOTAL:	299.00
ISA	11/13/24	ISA MEMBERSHIP FEES	GENERAL FUND	STREETS & HIGHWAYS	185.00
				TOTAL:	185.00
JACQUELINE C SHADLE, COUNTY CLERK	11/13/24	AUG TRAIL EASEMENT RECORDI	GENERAL FUND	PLANNING & ZONING	17.00
				TOTAL:	17.00
JEFFERSON COUNTY CHAMBER OF COMMERCE	11/13/24	RECOGNITION BANQUET	GENERAL FUND	MAYOR'S OFFICE	36.00
	11/13/24	RECOGNITION BANQUET	GENERAL FUND	POLICE DEPARTMENT	36.00
				TOTAL:	72.00
WEST VIRGINIA LABOR LAW POSTER SERVICE	11/13/24	CH OSHA POSTER	GENERAL FUND	CITY HALL	83.40
				TOTAL:	83.40
LIBERTY GET N GO	11/13/24	CAR#4 FUEL 10/14	GENERAL FUND	POLICE DEPARTMENT	50.00
	11/13/24	CAR#21 FUEL 10/29	GENERAL FUND	POLICE DEPARTMENT	39.45
				TOTAL:	89.45
LIBERTY WEST LLC	11/13/24	CAR# 2 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	48.57
	11/13/24	CAR#28 FUEL 10/08	GENERAL FUND	POLICE DEPARTMENT	40.81
	11/13/24	CAR#28 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	40.43
	11/13/24	CAR#12 FUEL 10/04	GENERAL FUND	POLICE DEPARTMENT	52.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/13/24	CAR#12 FUEL 10/10	GENERAL FUND	POLICE DEPARTMENT	74.83
	11/13/24	CAR#12 FUEL 10/11	GENERAL FUND	POLICE DEPARTMENT	55.65
	11/13/24	CAR#12 FUEL 10/16	GENERAL FUND	POLICE DEPARTMENT	68.35
	11/13/24	CAR#12 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	57.68
	11/13/24	CAR#12 FUEL 10/23	GENERAL FUND	POLICE DEPARTMENT	59.09
	11/13/24	CAR#12 FUEL 10/30	GENERAL FUND	POLICE DEPARTMENT	51.70
	11/13/24	2017 F350 FUEL 10/02	GENERAL FUND	STREETS & HIGHWAYS	89.21
	11/13/24	DIESEL FOR FUEL CAN FUEL 1	GENERAL FUND	STREETS & HIGHWAYS	19.03
	11/13/24	BOBCAT FUEL 10/15	GENERAL FUND	STREETS & HIGHWAYS	57.69
	11/13/24	2017 F350 FUEL 10/21	GENERAL FUND	STREETS & HIGHWAYS	89.25
	11/13/24	SWEEPER FUEL 10/01	GENERAL FUND	STREETS & HIGHWAYS	110.90
	11/13/24	TRUCK FUEL 10/04	GENERAL FUND	STREETS & HIGHWAYS	82.55
	11/13/24	SWEEPER FUEL 10/04	GENERAL FUND	STREETS & HIGHWAYS	118.64
	11/13/24	W EXT FUEL 10/07	GENERAL FUND	STREETS & HIGHWAYS	7.37
	11/13/24	SWEEPER FUEL 10/11	GENERAL FUND	STREETS & HIGHWAYS	93.41
	11/13/24	TRUCK FUEL 10/14	GENERAL FUND	STREETS & HIGHWAYS	40.27
	11/13/24	TRUCK FUEL 10/17	GENERAL FUND	STREETS & HIGHWAYS	81.27
	11/13/24	SWEEPER FUEL 10/24	GENERAL FUND	STREETS & HIGHWAYS	99.56
	11/13/24	2023 CHEVY GAS 10/08	GENERAL FUND	STREETS & HIGHWAYS	87.70
	11/13/24	2016 CHEVY FUEL 10/15	GENERAL FUND	STREETS & HIGHWAYS	108.52
	11/13/24	2023 CHEVY FUEL 10/23	GENERAL FUND	STREETS & HIGHWAYS	101.03
				TOTAL:	1,736.01
MARATHON	11/13/24	CAR#21 FUEL 10/01	GENERAL FUND	POLICE DEPARTMENT	32.17
	11/13/24	CAR#21 FUEL 10/14	GENERAL FUND	POLICE DEPARTMENT	48.72
				TOTAL:	80.89
MARTINS	11/13/24	PASTRIES MAYOR'S MEETING	GENERAL FUND	CITY HALL	24.26
				TOTAL:	24.26
MARTINS FUEL	11/13/24	CAR#15 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	46.60
	11/13/24	CAR#15 FUEL 10/29	GENERAL FUND	POLICE DEPARTMENT	45.25
				TOTAL:	91.85
MEADOWS FARMS, INC	11/13/24	PANSIES FOR STREET PLANTER	GENERAL FUND	STREETS & HIGHWAYS	545.16
				TOTAL:	545.16
METRO TEST & BALANCE INC	11/13/24	PD HVAC AIR BALANCING	GENERAL FUND	STREETS & HIGHWAYS	8,115.00
				TOTAL:	8,115.00
MIDWAYUSA.COM	11/13/24	GUN CLEANING EQUIPMENT	GENERAL FUND	POLICE DEPARTMENT	398.35
	11/13/24	RETURN GUN CLEANING EQUIP	GENERAL FUND	POLICE DEPARTMENT	35.94-
				TOTAL:	362.41
NAPA	11/13/24	SPRAY PAINT	GENERAL FUND	STREETS & HIGHWAYS	13.22
	11/13/24	ZIP TIES XMAS DEC	GENERAL FUND	STREETS & HIGHWAYS	27.14
	11/13/24	CAR CLEANING SUPPLIES	GENERAL FUND	STREETS & HIGHWAYS	10.18
	11/13/24	TARP STRAP	GENERAL FUND	STREETS & HIGHWAYS	17.52
				TOTAL:	68.06
OUTBACK STEAKHOUSE	11/13/24	DINER 10/23 B BALLOU L NIC	GENERAL FUND	TREASURER'S OFFICE	54.58
				TOTAL:	54.58
PENN ALPS	11/13/24	LUNCH B BALLOU L NICE	GENERAL FUND	TREASURER'S OFFICE	41.94
				TOTAL:	41.94

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PILOT	11/13/24	TRAINING FUEL 10/21	GENERAL FUND	STREETS & HIGHWAYS	47.71
				TOTAL:	47.71
PIZZA CITY II, INC.	11/13/24	LUNCH JOHN MEETING 10/7	GENERAL FUND	CITY MANAGER'S OFFICE	43.00
				TOTAL:	43.00
PODS ENTERPRISES LLC	11/13/24	SKATE PARK MURAL STORAGE O	CAPITAL RESERVE	CULTURE & RECREATION	234.33
				TOTAL:	234.33
ROCS	11/13/24	CAR #1 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	71.60
				TOTAL:	71.60
ROYAL FARMS	11/13/24	CAR#19 FUEL 10/10	GENERAL FUND	POLICE DEPARTMENT	45.90
				TOTAL:	45.90
SHEETZ	11/13/24	CAR#28 FUEL 10/03	GENERAL FUND	POLICE DEPARTMENT	43.73
	11/13/24	CAR#28 FUEL 10/10	GENERAL FUND	POLICE DEPARTMENT	49.01
	11/13/24	CAR#28 FUEL 10/15	GENERAL FUND	POLICE DEPARTMENT	36.89
	11/13/24	CAR#28 FUEL 10/17	GENERAL FUND	POLICE DEPARTMENT	46.77
	11/13/24	CAR#28 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	36.46
	11/13/24	CAR#28 FUEL 10/23	GENERAL FUND	POLICE DEPARTMENT	44.08
	11/13/24	CAR#28 FUEL 10/30	GENERAL FUND	POLICE DEPARTMENT	50.00
	11/13/24	CAR#26 FUEL 10/11	GENERAL FUND	POLICE DEPARTMENT	33.47
	11/13/24	CAR#26 FUEL 10/14	GENERAL FUND	POLICE DEPARTMENT	44.82
	11/13/24	CAR#26 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	44.88
	11/13/24	CAR#26 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	31.17
	11/13/24	CAR#26 FUEL 10/25	GENERAL FUND	POLICE DEPARTMENT	35.62
	11/13/24	CAR#26 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	36.84
	11/13/24	CAR#26 FUEL 10/29	GENERAL FUND	POLICE DEPARTMENT	36.19
	11/13/24	CAR#15 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	45.40
	11/13/24	CAR#15 FUEL 10/14	GENERAL FUND	POLICE DEPARTMENT	46.60
	11/13/24	CAR# 9 FUEL 10/07	GENERAL FUND	POLICE DEPARTMENT	52.92
	11/13/24	CAR# 9 FUEL 10/11	GENERAL FUND	POLICE DEPARTMENT	46.00
	11/13/24	CAR# 9 FUEL 10/18	GENERAL FUND	POLICE DEPARTMENT	42.93
	11/13/24	CAR# 9 FUEL 10/23	GENERAL FUND	POLICE DEPARTMENT	40.75
	11/13/24	CAR# 9 FUEL 10/28	GENERAL FUND	POLICE DEPARTMENT	42.21
	11/13/24	CAR#19 FUEL 10/22	GENERAL FUND	POLICE DEPARTMENT	40.64
	11/13/24	CAR#19 FUEL 10/24	GENERAL FUND	POLICE DEPARTMENT	37.90
	11/13/24	CAR#21 FUEL 10/08	GENERAL FUND	POLICE DEPARTMENT	34.80
	11/13/24	CAR#21 FUEL 10/25	GENERAL FUND	POLICE DEPARTMENT	45.94
	11/13/24	CAR#21 FUEL10/31/2024	GENERAL FUND	POLICE DEPARTMENT	34.44
	11/13/24	CAR #1 FUEL 10/03	GENERAL FUND	POLICE DEPARTMENT	72.82
	11/13/24	CAR #1 FUEL 10/10	GENERAL FUND	POLICE DEPARTMENT	56.87
	11/13/24	CAR #1 FUEL 10/15	GENERAL FUND	POLICE DEPARTMENT	69.50
	11/13/24	C LEWIS FUEL 10/28	GENERAL FUND	STREETS & HIGHWAYS	28.52
	11/13/24	L COREY FUEL 10/01	GENERAL FUND	STREETS & HIGHWAYS	34.31
	11/13/24	LEAF VAC FUEL 10/21	GENERAL FUND	STREETS & HIGHWAYS	86.83
	11/13/24	DUMP TRUCK FUEL 10/21	GENERAL FUND	STREETS & HIGHWAYS	128.35
				TOTAL:	1,557.66
SUNOCO	11/13/24	2016 CHEVY FUEL 10/28	GENERAL FUND	STREETS & HIGHWAYS	101.06
	11/13/24	TRUCK FUEL 10/25	GENERAL FUND	STREETS & HIGHWAYS	54.84
				TOTAL:	155.90
TOWN MART CITGO	11/13/24	CAR#4 FUEL 10/17	GENERAL FUND	POLICE DEPARTMENT	66.00
	11/13/24	CAR#4 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	60.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/13/24	CAR#4 FUEL 10/25	GENERAL FUND	POLICE DEPARTMENT	81.36
	11/13/24	CCAR#12 FUEL 10/16	GENERAL FUND	POLICE DEPARTMENT	56.71
	11/13/24	CAR#12 FUEL 10/24	GENERAL FUND	POLICE DEPARTMENT	54.68
	11/13/24	CAR#12 FUEL 10/25	GENERAL FUND	POLICE DEPARTMENT	61.87
	11/13/24	CAR#3 FUEL 10/21	GENERAL FUND	POLICE DEPARTMENT	20.87
	11/13/24	CAR#26 FUEL 10/04	GENERAL FUND	POLICE DEPARTMENT	36.14
	11/13/24	CAR#19 FUEL 10/02	GENERAL FUND	POLICE DEPARTMENT	49.62
	11/13/24	CAR#19 FUEL 10/17	GENERAL FUND	POLICE DEPARTMENT	49.62
	11/13/24	CAR#21 FUEL 10/08	GENERAL FUND	POLICE DEPARTMENT	21.30
	11/13/24	CAR#21 FUEL 10/15	GENERAL FUND	POLICE DEPARTMENT	24.18
				TOTAL:	582.35
TRACTOR SUPPLY	11/13/24	SUPPLIES FOR GUN QUALIFYIN	GENERAL FUND	POLICE DEPARTMENT	174.91
	11/13/24	SUPPLIES FOR GUN QUALIFYIN	GENERAL FUND	POLICE DEPARTMENT	13.99
	11/13/24	RETURN SUPPLIES GUN QUALIF	GENERAL FUND	POLICE DEPARTMENT	90.95-
	11/13/24	GRADE 8 BULK SCREWS NUT WA	GENERAL FUND	STREETS & HIGHWAYS	4.52
				TOTAL:	102.47
TRANSUNION	11/13/24	K FLING BACKGROUND CHECK	GENERAL FUND	POLICE DEPARTMENT	60.00
	11/13/24	D COWELL BACKGROUND CHECK	GENERAL FUND	POLICE DEPARTMENT	60.00
				TOTAL:	120.00
US POSTAL SERVICE	11/13/24	104 N SAMUEL ST, CERTIF MA	GENERAL FUND	ENFORCEMENT AGENCY	11.26
	11/13/24	401 S CHURCH CERTIF MAIL	GENERAL FUND	ENFORCEMENT AGENCY	9.96
	11/13/24	323 E WASHINGTON CERTIF MA	GENERAL FUND	ENFORCEMENT AGENCY	11.26
	11/13/24	415 E NORTH 104 N CERTIF M	GENERAL FUND	ENFORCEMENT AGENCY	9.96
	11/13/24	302 S SAMUEL CERTIF MAIL	GENERAL FUND	ENFORCEMENT AGENCY	10.72
	11/13/24	24 JEFFERSON AV CERTIF MAI	GENERAL FUND	ENFORCEMENT AGENCY	21.98
	11/13/24	424 W WASHINGTON CERTIF MA	GENERAL FUND	ENFORCEMENT AGENCY	9.96
	11/13/24	528 E WASHINGTON CERTIF MA	GENERAL FUND	ENFORCEMENT AGENCY	10.99
	11/13/24	308 E CONGRESS CERTIF MAIL	GENERAL FUND	ENFORCEMENT AGENCY	9.96
	11/13/24	400 E NORTH CERTIF MAIL	GENERAL FUND	ENFORCEMENT AGENCY	9.96
	11/13/24	672 E WASHINGTON CERTIF MA	GENERAL FUND	ENFORCEMENT AGENCY	9.96
	11/13/24	303 S CHARLES CERTIF MAIL	GENERAL FUND	ENFORCEMENT AGENCY	9.96
	11/13/24	540 E WASHINGTON CERTIF MA	GENERAL FUND	ENFORCEMENT AGENCY	9.96
	11/13/24	672 E WASHINGTON CERTIF MA	GENERAL FUND	ENFORCEMENT AGENCY	9.96
	11/13/24	102 E AVIS CERTIF MAIL	GENERAL FUND	ENFORCEMENT AGENCY	19.92
				TOTAL:	175.77
VERBAL JUDO INSTITUTE	11/13/24	TRAINING HINKLE	GENERAL FUND	POLICE DEPARTMENT	195.00
				TOTAL:	195.00
WALMART	11/13/24	PD CANDY MAINST TRIC OR TR	GENERAL FUND	POLICE DEPARTMENT	199.42
	11/13/24	MAINT SHOP COFFEE	GENERAL FUND	STREETS & HIGHWAYS	23.06
				TOTAL:	222.48
WAYFAIR	11/13/24	MEEKS OFFICE FURNITURE	GENERAL FUND	PLANNING & ZONING	182.95
				TOTAL:	182.95
ZOOM.US	11/13/24	OCT 24 ZOOM SUBSCRIPTION	GENERAL FUND	ECONOMIC DEVELOPMENT	52.43
				TOTAL:	52.43

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========	
001 GENERAL FUND	28,742.71
200 CAPITAL RESERVE	2,165.35
GRAND TOTAL:	30,908.06

TOTAL PAGES: 7

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: PCARD
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: 11/13/2024 THRU 11/13/2024

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
AXON ENTERPRISE, INC	11/15/24	POLICE DEPARTMENT TASERS	CAPITAL RESERVE	PUBLIC SAFETY	53,105.94
				TOTAL:	53,105.94
MILLER'S SUPPLIES AT WORK	11/15/24	NEW CHAIRS&COURT TABLE	CAPITAL RESERVE	GENERAL GOVERNMENT	5,483.55
				TOTAL:	5,483.55
MPH INDUSTRIES, INC	11/15/24	RADARS FOR PD CRUISERS	CAPITAL RESERVE	GENERAL GOVERNMENT	4,810.00
				TOTAL:	4,810.00
SMOOTS, LLC	11/15/24	POTR FLD SOIL,STRAW,SEED	CAPITAL RESERVE	STREETS & TRANSPORTATI	7,901.47
				TOTAL:	7,901.47
TINT WIZARD	11/15/24	PD DOOR WRAP&LETTERING	CAPITAL RESERVE	GENERAL GOVERNMENT	3,750.00
				TOTAL:	3,750.00

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

200	CAPITAL RESERVE	75,050.96
	GRAND TOTAL:	75,050.96

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: 11/15/2024 THRU 11/15/2024

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
CBP ENTERPRISES	11/15/24	MOW EVITTS RUN 10/3-10/29	PARKS & REC	PARKS & REC		960.00
	11/15/24	MOW HAPPY RET 10/3,10,23	PARKS & REC	PARKS & REC		690.00
	11/15/24	MOW CRAIG HILL 10/3-10/29	PARKS & REC	PARKS & REC		1,175.00
	11/15/24	MOW JMP 10/3-10/24	PARKS & REC	PARKS & REC		1,185.00
	11/15/24	MOW WILLINGHAM 10/3&10/24	PARKS & REC	PARKS & REC		590.00
					TOTAL:	4,600.00
POTOMAC EDISON COMPANY, INC	11/15/24	JMP ELEC SERV 9/18-10/17	PARKS & REC	PARKS & REC		365.14
	11/15/24	FORREST AV SERV9/3-10/31	PARKS & REC	PARKS & REC		23.27
					TOTAL:	388.41

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

207	PARKS & REC	4,988.41
	GRAND TOTAL:	4,988.41

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: All
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: 11/15/2024 THRU 11/15/2024

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
CITY OF CHARLES TOWN GENERAL FUND	11/15/24	XFR FY25 2ND QTR SALESTAX	SALES TAX	INVALID DEPARTMENT	250,000.00
				TOTAL:	250,000.00

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

008	SALES TAX	250,000.00
	GRAND TOTAL:	250,000.00

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: ST1
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: 11/15/2024 THRU 11/15/2024

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	11/15/24	KING BELT/BADGE HOLDER	GENERAL FUND	PARKING	65.20
	11/15/24	4 BRASS COLLAR PINS	GENERAL FUND	POLICE DEPARTMENT	162.39
	11/15/24	HALL SHIRTS AND PATCHES	GENERAL FUND	POLICE DEPARTMENT	449.94
	11/15/24	DANIEL SHIRT/PANTS/PATCH	GENERAL FUND	POLICE DEPARTMENT	301.97
				TOTAL:	979.50
AXON ENTERPRISE, INC	11/15/24	POLICE DEPARTMENT TASERS	CAPITAL RESERVE	PUBLIC SAFETY	53,105.94
				TOTAL:	53,105.94
BOLAND TRANE SERVICES INC	11/15/24	NOV24 PD HVAC SERV	GENERAL FUND	STREETS & HIGHWAYS	457.00
				TOTAL:	457.00
CENTRAL ELEVATOR INSPECTION SERVICES,	11/15/24	FY25 PRESSURE TEST	GENERAL FUND	CITY HALL	170.00
				TOTAL:	170.00
CINTAS	11/15/24	10/25 LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	250.29
	11/15/24	10/25 LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	205.63-
	11/15/24	10/28 LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	250.29
	11/15/24	10/11 LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	250.29
	11/15/24	10/04 LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	250.29
				TOTAL:	795.53
CITY OF CHARLES TOWN GENERAL FUND	11/15/24	XFR FY25 2ND QTR SALESTAX	SALES TAX	INVALID DEPARTMENT	250,000.00
				TOTAL:	250,000.00
COMCAST CORPORATION	11/15/24	CH INTERNET 11/9-12/8	GENERAL FUND	CITY HALL	308.35
	11/15/24	PD INTERNET 11/3-12/02	GENERAL FUND	POLICE DEPARTMENT	303.35
				TOTAL:	611.70
CHARLES TOWN UTILITY BOARD	11/15/24	ROUSS WATER SER9/15-10/15	GENERAL FUND	CITY HALL	100.67
	11/15/24	CH WATER SER9/15-10/15	GENERAL FUND	CITY HALL	114.65
	11/15/24	PD WATER SER9/15-10/15	GENERAL FUND	POLICE DEPARTMENT	324.76
	11/15/24	PD WATER DELIVERY10/11/24	GENERAL FUND	POLICE DEPARTMENT	102.42
	11/15/24	MAINT WATER SER9/15-10/15	GENERAL FUND	STREETS & HIGHWAYS	97.25
				TOTAL:	739.75
FIRST-CITIZENS BANK & TRUST CO	11/15/24	CH 2ND FLR PLOTTER NOV24	GENERAL FUND	CITY HALL	506.12
	11/15/24	CH 1ST FLR COPIER NOV24	GENERAL FUND	CITY HALL	239.68
				TOTAL:	745.80
FRONTIER, INC.	11/15/24	10/25-11/24ROUSS ELEV SER	GENERAL FUND	CITY HALL	64.28
	11/15/24	CWHALL FIRE ALR11/4-12/3	GENERAL FUND	CITY HALL	249.92
	11/15/24	100W WASH ST ELEVATOR	GENERAL FUND	CITY HALL	154.20
	11/15/24	PD PHONE SERV10/24-11/23	GENERAL FUND	POLICE DEPARTMENT	67.07
				TOTAL:	535.47

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	NON-DEPARTMENTAL	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	NON-DEPARTMENTAL	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	NON-DEPARTMENTAL	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	NON-DEPARTMENTAL	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	NON-DEPARTMENTAL	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	TREASURER'S OFFICE	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	TREASURER'S OFFICE	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	CITY CLERK'S OFFICE	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	PLANNING & ZONING	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	POLICE DEPARTMENT	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	POLICE DEPARTMENT	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	POLICE DEPARTMENT	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	POLICE DEPARTMENT	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	POLICE DEPARTMENT	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	POLICE DEPARTMENT	25.00
	11/15/24	10/16 FLU SHOT VACCINES	GENERAL FUND	STREETS & HIGHWAYS	85.00
				TOTAL:	510.00
JEFFERSON COUNTY EMERGENCY COMMUNICATI	11/15/24	CAD MOBILE7/6/24-8/5/24	GENERAL FUND	POLICE DEPARTMENT	439.36
				TOTAL:	439.36
JEFFERSON PUBLISHING COMPANY, INC.	11/15/24	FY24 FINANCIAL STATEMENT	GENERAL FUND	TREASURER'S OFFICE	898.06
				TOTAL:	898.06
KENT PARSONS FORD, INC	11/15/24	CAR#26 REAR ROTORS	GENERAL FUND	POLICE DEPARTMENT	336.95
				TOTAL:	336.95
KONICA MINOLTA BUSINESS SOLUTIONS	11/15/24	WEBEX SERV 11/1-11/30/24	GENERAL FUND	CITY HALL	392.59
	11/15/24	WEBEX SERV 11/1-11/30/24	GENERAL FUND	POLICE DEPARTMENT	478.18
				TOTAL:	870.77
LEXIPOL, LLC	11/15/24	FY25 OFFICER ONLINE TRAIN	GENERAL FUND	POLICE DEPARTMENT	1,543.84
				TOTAL:	1,543.84
LINCOLN NATIONAL LIFE INSURANCE COMPAN	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	ECONOMIC DEVELOPMENT	43.60
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	CITY MANAGER'S OFFICE	11.12
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	TREASURER'S OFFICE	13.57-
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	CITY CLERK'S OFFICE	41.48
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	CITY ATTORNEY	181.54
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	ENFORCEMENT AGENCY	8.90
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	BUILDING INSPECTION	70.08-
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	PLANNING & ZONING	77.64
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	PARKING	81.50
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	POLICE DEPARTMENT	756.20
	11/15/24	LIFE INS FINAL BILL PREMS	GENERAL FUND	STREETS & HIGHWAYS	126.38

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MILLER'S SUPPLIES AT WORK	11/15/24	NEW CHAIRS&COURT TABLE	CAPITAL RESERVE	GENERAL GOVERNMENT	5,483.55
	11/15/24	NEW CHAIRS&COURT TABLE	CAPITAL RESERVE	GENERAL GOVERNMENT	5,483.55
				TOTAL:	10,967.10
MPH INDUSTRIES, INC	11/15/24	RADARS FOR PD CRUISERS	CAPITAL RESERVE	GENERAL GOVERNMENT	4,810.00
	11/15/24	RADARS FOR PD CRUISERS	CAPITAL RESERVE	GENERAL GOVERNMENT	4,810.00
				TOTAL:	9,620.00
ORACLE ELEVATOR HOLDCO INC. DEPT# 9901	11/15/24	ELEVATOR MAINT 2/24-7/24	GENERAL FUND	CITY HALL	393.85
	11/15/24	STND MAINT 4/12/2024	GENERAL FUND	STREETS & HIGHWAYS	291.50
				TOTAL:	685.35
PATTON BUILDING SERVICES INC	11/15/24	CH&PD CLEANING SER OCT24	GENERAL FUND	CITY HALL	933.50
	11/15/24	CH&PD CLEANING SER OCT24	GENERAL FUND	POLICE DEPARTMENT	933.50
				TOTAL:	1,867.00
SMOOTS, LLC	11/15/24	POTR FLD SOIL,STRAW,SEED	CAPITAL RESERVE	STREETS & TRANSPORTATI	7,901.47
				TOTAL:	7,901.47
SOUTH CENTRAL PLANNING & DEVELOPMENT C	11/15/24	MYPERMITNOW OCT24 FEES	GENERAL FUND	PLANNING & ZONING	730.00
				TOTAL:	730.00
STAPLES ADVANTAGE	11/15/24	CREAMER,PAPER,STAPLES	GENERAL FUND	CITY HALL	126.46
				TOTAL:	126.46
STEPTOE & JOHNSON PLLC	11/15/24	JUNE24 LEGAL SERVS	GENERAL FUND	CITY ATTORNEY	11,640.46
	11/15/24	SEPT24 LEGAL SERVS	GENERAL FUND	CITY ATTORNEY	80.75
				TOTAL:	11,721.21
SUSTAINABLE STRATEGIES DC	11/15/24	SEPT24 GRANT RETAINER	GENERAL FUND	CITY HALL	2,400.00
	11/15/24	OCT24 GRANT RETAINER	GENERAL FUND	CITY HALL	2,400.00
				TOTAL:	4,800.00
T-MOBILE	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	ECONOMIC DEVELOPMENT	31.99
	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	CITY MANAGER'S OFFICE	42.09
	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	TREASURER'S OFFICE	31.99
	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	CITY ATTORNEY	17.85
	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	ENFORCEMENT AGENCY	17.85
	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	BUILDING INSPECTION	84.18
	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	PLANNING & ZONING	17.85
	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	CITY HALL	31.99
	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	POLICE DEPARTMENT	140.10
	11/15/24	OCT24 CH&PD CELL SERV	GENERAL FUND	STREETS & HIGHWAYS	58.85
				TOTAL:	474.74

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/15/24	NOTHING WALK/BUGY WRAP	CAPITAL RESERVE	STREETS & TRANSPORTATI	655.00
				TOTAL:	715.00
WASTE MANAGEMENT	11/15/24	MAINT SHOP WASTE NOV24	GENERAL FUND	STREETS & HIGHWAYS	323.89
				TOTAL:	323.89
WITMER PUBLIC SAFETY GROUP INC	11/15/24	50 HERO BADGE W/ VELCRO	GENERAL FUND	POLICE DEPARTMENT	320.82
				TOTAL:	320.82
WV CODE OFFICIALS ASSOCIATION	11/15/24	DUNN WVCOA TRAINING	GENERAL FUND	CITY MANAGER'S OFFICE	200.00
				TOTAL:	200.00
WV DIVISION OF LABOR	11/15/24	CWH ELEVATOR CERTIFICATE	GENERAL FUND	CITY HALL	90.00
				TOTAL:	90.00

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

001	GENERAL FUND	59,910.72
008	SALES TAX	250,000.00
200	CAPITAL RESERVE	89,749.51
	GRAND TOTAL:	399,660.23

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

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VENDOR: Exclude: 01-1105, 01-2608, 01-2756
CLASSIFICATION: All
BANK CODE: All
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ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 11/15/2024 THRU 11/15/2024

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
PEIA	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	NON-DEPARTMENTAL	4,576.18
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	NON-DEPARTMENTAL	115.70
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	NON-DEPARTMENTAL	132.60
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	580.83
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	ECONOMIC DEVELOPMENT	28.90
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	CITY MANAGER'S OFFICE	3.96
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	TREASURER'S OFFICE	1,215.62
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	TREASURER'S OFFICE	57.80
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	CITY CLERK'S OFFICE	1,271.88
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	CITY CLERK'S OFFICE	28.90
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	CITY ATTORNEY	1.98
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	ENFORCEMENT AGENCY	580.83
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	ENFORCEMENT AGENCY	28.90
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	PLANNING & ZONING	1,275.84
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	PLANNING & ZONING	28.90
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	CITY HALL	1,271.88
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	CITY HALL	28.90
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	PARKING	1.98
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	POLICE DEPARTMENT	16,155.32
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	POLICE DEPARTMENT	491.30
	11/15/24	NOV24 PEIA INSURANCE PREM	GENERAL FUND	STREETS & HIGHWAYS	1,813.32
	11/15/24	NOV24 PEIA RHBT INS PREMS	GENERAL FUND	STREETS & HIGHWAYS	57.80
				TOTAL:	29,749.32
POTOMAC EDISON COMPANY, INC.	11/15/24	CWHALL ELEC 10/1-10/29	GENERAL FUND	CITY HALL	192.83
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	CITY HALL	114.92
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	CITY HALL	311.37
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	CITY HALL	124.72
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	CITY HALL	156.84
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	CITY HALL	40.77
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	CITY HALL	259.25
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	PARKING	107.60
	11/15/24	PD ELEC SERV 10/3-10/31	GENERAL FUND	POLICE DEPARTMENT	4,627.99
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	305.53
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	3,395.78
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	4,825.51
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	166.66
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	37.40
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	229.25
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	202.02
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	39.03
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	20.37
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	157.53
	11/15/24	OCT24 CTOWN ELEC SERV	GENERAL FUND	STREETS & HIGHWAYS	663.66
				TOTAL:	15,979.03

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

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

001 GENERAL FUND	50,471.92
GRAND TOTAL:	50,471.92

TOTAL PAGES: 2

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: Include: 01-2756, 01-1105, 01-2608
CLASSIFICATION: All
BANK CODE: All
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: 11/15/2024 THRU 11/15/2024

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: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1146: Charles Town Parks and Recreation Commission Report - October 24, 2024

ATTACHMENTS:

- P&R report Oct. 24th.pdf

City of Charles Town
Parks and Recreation Commission
Report from October 2024

I. CALL TO ORDER: Thursday, October 24th at 6:00PM - City Hall

Persons Present: *Commissioners:* Elizabeth Ricketts, Nathanael Hartman, Mike Slover, James Kratovil, Trudy Roth, Alden Roth; *virtual*: Nick Zaglifa
Staff: John Nissel and Alissa Meeks
Guests: Sam Rich *Thrasher Engineering*

II. UNFINISHED BUSINESS

LWCF Grant Update

Commissioners were updated on the news that the City was awarded the Land and Water Conservation Fund grant in the amount of $1,600,695 for the Jefferson Memorial Park Pool project. This is in addition to the $250,000 previously awarded. Both require a 50/50 match.
No action.

Thrasher Engineering Pool Contract Update

Sam Rich from Thrasher Engineering gave a presentation on the updated pool renderings and received additional feedback from the commissioners. Thrasher will now move ahead to the Design Development phase.
No action.

Skate Park Mural Update

The skate park mural nears completion. A ribbon cutting will be announced.
No action.

Bridge Contract for Happy Retreat and Skate Park Update

The commissioners were presented the contract for the foot bridges. The bridge at Evitts Run Park and the Skate Park is expected to be completed by the end of this calendar year.
No action.

Tree Board Projects(s) Updates

Commissioner Ricketts, who also serves at the City Council liaison to the Tree Board, updated the commissioners on project plans including a brush clearing 10/26, flower planting on the hillside at the Skate Park (TBD), and a riparian buffer planting at Evitts Run Park (TBD). The board and volunteers planted 24 trees at Willingham Knolls Park in October.
No action.

Quotes on Equipment Replacement

Commissioner received an update on the quotes for a slide replacement at Jefferson Memorial Park and provided feedback on the type of slide. Staff will move forward with purchasing the slide (which was previously voted on by the P&R commission and funded through the Charles Town capital budget).
No action.

Parks Strategic and Spending Plan

The commissioners decided on **Saturday, November 16th** for the next Parks Strategic Plan meeting. An agenda will be shared at a later date.

No action.

III. NEW BUSINESS

: Adoption of Parks and Recreation Budget

The commissioners reviewed a budget proposed by staff and made recommendations. The commissioners expressed concerns over the budget being "lean" and the reduction in recent years of the contribution from the City. There was discussion of developer-built parks, the impact fees the county collects for parks, as well as the monthly fee on CTUB bills that is noted as "streets/parks."

Motion to adopt the budget: *M. Slover* ***/ 2nd:*** *J. Kratovil*

: Other Skate Park Improvements

Commissioners discussed ways to improve the Skate Park with the remaining budget. Staff will order some new equipment and seating. Trail cameras have been purchased for added security.

No action.

Parks Updates: Willingham Knolls, Jefferson Memorial Park, Skate Park, Evitts Run, Happy Retreat

Jefferson Memorial Park: Fall Tennis wrapped up and had 20 participants. Staff is moving forward with a contract for Ground Penetrating Radar to investigate the recurring cracks at the tennis courts as well as other areas of concern at JMP.

Willingham Knolls Park: Norborne Glebe developers will be connecting the trail into the neighborhood; The Tree Board planted 24 trees along the trail

Happy Retreat: The Jefferson County CVB has asked for information about the trails and if they are named. Commissioners learned that the Friends of Happy Retreat did *not* secure funding for improvements and the parking lot in the most recent Congressionally Directed Spending request.

IV. ADJOURNMENT: 8:08 PM

V. NEXT MEETING:

Saturday, November 16 at **9AM** for Parks Strategic Plan

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1150: Personnel Committee Meeting Report - October 21, 2024

ATTACHMENTS:

- Personnel Committee Report 10-21-24.pdf

City of Charles Town Personnel Committee Report

October 21, 2024 Special Meeting

Call to Order at 6:00PM

1. **Persons present**: Personnel Committee Members Councilman Micheal George, Councilman Jeff Hynes, Councilman Kevin Tester; Mayor Bob Trainer, Chief of Police Chris Kutcher, City Manager John Nissel, City Attorney Stephanie Grove, Community Development Director Alissa Meeks, Operations Director Cindy Rezmer

2. **New Business**

   2024-1076: Sick Leave Policy Discussion
   Discussed payout of banked sink time if employee is deemed disabled. City Attorney expressed concerns that this proposed policy may have equal protection concerns and could open the city up to litigation. She recommended that the City pay it out for everyone or don't pay it out at all. Or another option is to pay it out for everyone at a reduced rate. Councilman Hynes expressed concern with the liability of paying out all sick leave. Councilman Tester said sick leave pay out could be capped. Per Ms. Grove, other municipalities in our area do not pay out sick time. Discussion of sick leave policy also included PEIA eligibility. PEIA policy confirms that medical leave is designed for someone who can return to work. Committee decided more time was needed to discuss sick leave policy before taking to Council.

   2024-1077: Personnel Matter – Possible Executive Session

   Committee moved to go into Executive Session.

3. **Meeting adjourned at 6:00pm**

4. **Next Personnel Committee meeting is scheduled for 5:00pm November 12, 2024.**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/18/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

Charles Town Utility Board Meeting Minutes - October 16, 2024

ATTACHMENTS:

- 2024.10.16 UB MINUTES .pdf

Charles Town Utility Board
Special Board Meeting
October 16, 2024

The Charles Town Utility Board held a special meeting on October 16, 2024 at 4:00 P.M. Members of the Board present were John Nissel, Chairman; Duke Pierson, Vice Chairman; Tommy Stocks, Treasurer; Heidi Parker, Board Member; and John Maxey, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; Kelvin Upson, County Commission Liaison; and Robert Rodecker, Legal Counsel.

CALL TO ORDER

The Chairman called the meeting to order at 4:00 P.M.

APPROVAL OF MINUTES

Approval of September 25, 2024 Regular Meeting Minutes

The Chairman called for changes or corrections to the September 25, 2024 regular meeting minutes.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the September 25, 2024 minutes.**

PUBLIC COMMENT

Public comment was received from Jacquelyn Milliron.

NEW BUSINESS

Collection System Project Funding Discussion

Mrs. Stolipher mentioned the second bond ordinance reading failed at City Council on October 7th based on several concerns with the funding package. She also provided that bids were received and opened with the lowest bidder for the project coming in about $1 million over the estimate. Mrs. Stolipher reviewed the new funding options per the suggestions of City Council. The Board provided discussions.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved the reimbursement of the $664,000 from the CIF account to the operating fund.**

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, with discussions from the Board, the Board unanimously approved the preparation of two options, one including the 2.5% loan and one without, and let City Council make the decision.**

Renewal and Replacement Project Resolution No. 24 – Contractor Pay No. 24

Mrs. Stolipher included the contractor application for Payment No. 24 in the amount of $157,313.38 for work completed.

Action: **Motion made by Mr. Stocks, second by Mr. Pierson, the Board unanimously approved Resolution No. 24.**

GDF Collection System Proposal – Amendment No. 1

Mrs. Stolipher provided the amended agreement per comments from the funding agency for GDF to provide engineering services pertaining to the Collection System Project that was designed by RK&K. The proposed cost did not change. The Board provided discussions.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved Amendment No. 1 to the GDF Collection System agreement.**

GDF Water and Sewer Inspection Proposal

Mrs. Stolipher briefed the Board on the GDF proposal regarding assistance in performing on-site inspection services for developer water and sewer systems which will be constructed and then turned over to CTUB. This work will be considered part-time on an as needed basis for an estimated three months of full-time service not to exceed $50,000. Mrs. Stolipher mentioned the costs will be covered by developers as detailed in the alternate mainline extension agreements. The Board provided discussions.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the GDF Water and Sewer Inspection proposal as presented.**

Ranson Heights Alternate Mainline Sewage Collection System Agreement

Mrs. Stolipher presented the sewer Alternate Mainline Extension Agreement for the Ranson Heights development consisting of 335 units at the intersection of Route 340 and Route 9. The developer will construct all the on-site sewer facilities, including a pump station, which will eventually be turned over to CTUB at no cost. The Board provided discussions.

Action: **Motion made by Mr. Pierson, second by Mr. Stocks, the Board unanimously approved the Ranson Heights Alternate Mainline Sewage Collection System Agreement.**

Jefferson High School Pump Repair

Mrs. Stolipher provided a quote from Precision Pump & Valve Service for a pump repair at the Jefferson High School pump station totaling $11, 365.

Action: **Motion made by Mr. Maxey, second Mr. Pierson, the Board unanimously approved the pump repair quote from Precision.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided updates on the asset management program as well as various other projects in progress. She also mentioned Mrs. Shultz successfully submitted the Public Service Commission financial reports.

Action: **No action required by the Board.**

Chairman Report

The Chairman thanked Mrs. Stolipher for updating the funding package for the Collection System Project which will be presented to City Council on October 21st for the first reading.

Action: **No action required by the Board.**

APPROVAL OF BILLS

October 16, 2024

Action: **Motion made by Mr. Pierson, second by Mr. Stocks, the Board unanimously approved the payment of the bills.**

Mrs. Parked thanked CTUB for funding her ability to attend the Public Service Commission board member training in Charleston.

Mr. Maxey presented a motion to the Board regarding PFAS.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, to direct the Utility Manager to obtain bids from qualified contractors to assess the PFAS chemical content of biosolids from the Charles Town treatment plant and of the soil of farms where it has been applied. After discussions from the Board, further information was requested and will be added to the next meeting agenda.**

Action: **Motion was amended by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved to table the PFAS discussion after the appropriate information is provided to all Board members and added to the agenda of a future meeting.**

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 4:55 P.M.

INFORMATION ONLY

The next meeting is scheduled for Wednesday, November 13, 2024 at 4:00 P.M. at 661 S. George Street.

John Nissel
Chairman

Ashley Stottlemyer
Secretary