CITY OF CHARLES TOWN

FINANCE COMMITEE
AGENDA • MAY 2, 2023

Committee Meeting **CITY HALL COUNCIL CHAMBERS** **12:00 PM**
101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. UNFINISHED BUSINESS

2.1 : Bank Account Signature Cards - Tabled until new CM on staff

3. NEW BUSINESS

3.1 : Tiny Treasures LLC B&O negotiation agreement

3.2 : Kimley-Horn Engineering Services Proposal - W Congress St and S Lawrence St Intersection Improvements
04-11-23 -Kimley-Horn - West Congress at S Lawrence St Design Proposal_wAttachments.pdf
04-20-23 -Kimley-Horn - West Congress at S Lawrence St Design Proposal Reduced_wAttachments.pdf
Article 770.pdf

3.3 : FY2024 Capital Budget Draft
FY2024 Capital Budget 05-01-2023.pdf
FY2024 Capital Summary 04-10-2023 Trainor File.pdf
FY2024 Capital Budget 04-10-2023 Trainor File.pdf
FY2024 Capital Budget Requests - Needs and Wants.pdf

3.4 : FY 2023 General Fund Revision #3
FY23 Operating Budget (v17.0) - Balances thru March 31 2023 with Proposed Revision #3.pdf

3.5 : Parks and Recreation Budget Discussion
Parks & Rec Budget Discussion - 5 year analysis.pdf

3.6 : Red Line: Travel Policy - Purchase Card Use and Per Diem Issuance
Travel Policy Red Lined 05-01-2023.pdf

3.7 : Account Balances as of March 31, 2023
Copy of Account Balances - March 31, 2023 .xlsx

4. ADJOURNMENT

5. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at:

https://www.charlestownwv.us/government/agendas-and-minutes/

Finance Commitee
101 East Washington Street
Charles Town, WV 25414

Meeting: 05/02/23
Department: Finance Commitee
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

Bank Account Signature Cards - Tabled until new CM on staff

ATTACHMENTS:

Finance Commitee
101 East Washington Street
Charles Town, WV 25414

Meeting: 05/02/23
Department: Finance Commitee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

Tiny Treasures LLC B&O negotiation agreement

This is a business that will potentially be seeking to annex into the City and staff will need some method to negotiate annexation condition terms.

ATTACHMENTS:

Finance Commitee
101 East Washington Street
Charles Town, WV 25414

Meeting: 05/02/23
Department: Finance Commitee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

Kimley-Horn Engineering Services Proposal - W Congress St and S Lawrence St Intersection Improvements

Attached is a full and reduced proposal from Kimley-Horn to survey and design the intersection improvements at W Congress St and S Lawrence St in Charles Town. Discussion of funding source may include Repaving account and interpretation of Article 770.06 USE OF FUNDS.

ATTACHMENTS:

- 04-11-23 -Kimley-Horn - West Congress at S Lawrence St Design Proposal_wAttachments.pdf
- 04-20-23 -Kimley-Horn - West Congress at S Lawrence St Design Proposal Reduced_wAttachments.pdf
- Article 770.pdf

April 11, 2023

Mr. Jim Wysong
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: 5G Engineering Services - On Call Contract – West Congress Street at South Lawrence Street Intersection Improvement Design

INTRODUCTION

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this task order proposal to the City of Charles Town (City) for professional services to design pedestrian focused intersection improvements at West Congress Street and South Lawrence Street. Our project understanding and proposed scope of services, schedule, and fee for our services are discussed below.

PROJECT UNDERSTANDING

In coordination with the City, Kimley-Horn understands the desire for the design of pedestrian access, and drainage improvements at West Congress Street and South Lawrence Street to include ADA compliant curb ramps, new crosswalks, new inlet configurations to repair existing damage, and potential curb extensions to improve turning radii and increase pedestrian safety.

Kimley-Horn understands that the City is requesting Kimley-Horn's assistance in developing final design documents to complete the West Congress Street and South Lawrence Street project with ADA accessible facilities. Kimley-Horn will provide the information and supporting materials to the Town as described in the scope of services below.

SCOPE OF SERVICES

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

- Mark Phillips, PE, Project Manager
- Samantha Stratton, WPIT, Environmental
- Miguel Tyshing, EIT
- Alex Bachy, EIT

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

Task 1 – Project Management

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

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

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

Task 1 Deliverables:

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

Task 2 – Information Gathering

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

2.1 – Existing Conditions Survey: Kimley-Horn will utilize our subconsultant, GRS Group LLC, to complete a detailed topographic and right-of-way survey. Survey will be completed within the limits of the project site. Topographic survey will reflect manmade and natural features and visible utilities within the limits of each project site. Elevations will be obtained at a twenty-five (25) foot interval with contours being generated at a one (1) foot interval. Trees, 4" diameter at breast height or larger and wetlands, if marked, will be located at the time of the survey. Underground utility information to be included in survey file will be based upon surface features and utility company markings. GRS does not guarantee the underground utilities shown will include all the utilities in the area, either in service or abandoned. GRS does not certify that the utilities will be shown in the exact location, however GRS will locate the utilities based upon the available information. This information will be collectively analyzed and compiled into an appropriately scaled AutoCAD 2018 drawing document from which existing conditions plans for each project site will be prepared. See **Attachment 2** for the GRS proposal.

GRS will also provide up to two (2) easement plats for the properties potentially requiring easements adjacent to the subject intersection. It is assumed that the City properties (School

and Parking Lot on the SE and NE corner) will not require easement or right-of-way acquisition or plats.

Task 3 – Detailed Design Plans (90% Plans):
Kimley-Horn will prepare detailed design construction plans for the project. The improvements will be prepared in accordance with the latest edition of the West Virginia Erosion and Sediment Control Best Management Practice Manual, Jefferson County Stormwater Management Ordinance, 2012 AASHTO Guide for the Development of Bicycle Facilities, 2004 AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, the 2011 AASHTO Green Book, ADA Design Standards, and the City of Charles Town Subdivision and Land Development Ordinance. It is assumed that project improvements are generally limited to those improvements necessary to implement the sidewalk.

The Detailed Design Plans will depict the following:

- Title Sheet including Location Map and Sheet index
- Typical Section(s) and General Notes
- Summary of Quantities Sheet
- Geometric Layout and Survey Reference Points Sheets (W Congress St Baseline)
- Temporary Traffic Control Plans
- Plan & Profile Sheets
- Final Drainage Layout (conveyance only, no stormwater management facilities are assumed to be required for the project, anticipates nutrient credit purchase)
- Final Drainage Calculations (Adequate Outfall, SWM Narrative, VRRM Calculations, and Rip-Rap Sizing calculations)
- Drainage Descriptions (Included on Plan Sheets)
- Drainage Profiles
- Existing Conditions & Demolition Plan Sheets
- Phase 1 and Phase 2 Erosion and Sediment Notes and Detail Sheets
- Erosion and Sediment Control Plans
- Pavement Marking and Signage Plans
- Cut and fill limits of construction
- Limits of proposed right-of-way and permanent and temporary easements.
- Grading Details Sheet (ADA Compliance)
- Quantities and Opinion of Probable Cost estimated in MS Excel format for Preliminary Plans

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

Kimley-Horn will compile drainage computations, including pre-, and post-development discharges, capacities, and supporting data such as drainage areas (with maps), ground cover calculations, etc. in a drainage narrative to be provided with the plan submissions. This outfall analysis will provide pre and post 10-year storm calculations for the project. It is

anticipated that a water quantity waiver will be provided due to the lack of space for SWM. Kimley-Horn will address one round of comments, per submission, received from the City during the plan reviews at these stages.

Kimley-Horn will provide the Detailed Design Plans as a submission to the City for review and comment. Improvements will be submitted as one plan set. It is assumed that at the time the plans are revised based on the 90% design comments from the City Kimley-Horn will submit up to two (2) easement plats to the City for review and acquisition of the easements and right-of-way necessary for the project. It is understood that the City will be responsible for the coordination and cost to acquire any and all easements or right-of-way on the project. Kimley-Horn will provide up to one consolidated round of plan changes to accommodate property owner requests. Further changes will be subject to a contract amendment.

Task 3 Deliverables:

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

Task 4 – Final Design

4.1 – Final Design Plans (100% Plans): Final Design Plans will be developed by Kimley-Horn to 100% completion stage and will be used for construction. It is assumed that this task will begin upon completion of easement and right-of-way acquisition by the City. In addition to the plan sheets that were submitted with the Detailed Design Plans (90% Plans), the following elements of the plan assembly will be submitted:

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

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

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

Task 5 – Stormwater Design Services

Drainage Design will be performed in accordance with the latest edition of the WV DOH Design Directives Section 500, West Virginia Stormwater Management and Design Guidance Manual, West Virginia Erosion and Sediment Control Best Management Practice Manual, 2013 Virginia Stormwater Management Handbook, Jefferson County Stormwater

Management Ordinance, and City of Charles Town Subdivision and Land Development Ordinance Article 1334.

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

RESPONSIBILITIES OF THE CITY

It is assumed that the City will provide the following:

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

ADDITIONAL SERVICES

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

- Project Specifications
- Utility coordination and relocation, It is assumed that no utility relocation will be necessary as a result of this project.
- Stormwater Management/BMP Design. It is assumed that nutrient credits will be acquired for the project
- Design Waivers/Exceptions
- Environmental permitting, NEPA, and Historic Architecture or Archaeological Surveys
- Public Outreach and Public Meetings
- Public Utility (water and sewer) design
- Geotechnical Analysis and borings (It is assumed no geotechnical design or assessment is required)
- Right of Way acquisition support (It is assumed the City will utilize the plats provided to acquire easements and right-of-way)
- Traffic Signal Plans, Lighting Design, or Electrical Design
- Landscaping Plans
- Retaining wall design
- IFB and Contract Documentation
- Bidding and Construction Phase Services.

Schedule:

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

FEE

Kimley-Horn will perform the scope of services described above on a lump sum basis not to exceed **$32,881.00**, as detailed in **Attachment 3**. This fee estimate uses the approved rate schedule from Kimley-Horn's 5G Engineering Services On-Call Contract.

CLOSURE

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

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



Mark Phillips, P.E.
Contract Manager

City of Charles Town
SIGNED:

PRINTED NAME: _____

TITLE:_____

DATE: _____

ATTACHMENTS

1. Standard Provisions
2. Survey Proposal from GRS Group LLC
3. Kimley-Horn Hourly Rate Fee Sheet

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16) Construction Phase Services.

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

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to

augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

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

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

6703 Deland Court
Springfield, VA 22152
(703) 727-5828 Cell
(703) 763-2320 Fax
grsgroup.llc@gmail.com
www.grsgroupllc.com

April 11, 2023

Kimley-Horn Associates, Inc.
11400 Commerce Park Dr., Suite 400
Reston, VA 20191

Attention: Mark Phillips, P.E

RE: Congress and Lawrence
Charles Town, WV 20147

Dear Mark:

It is a pleasure to present our Proposal for Professional Land Surveying Services to be rendered in connection with the above referenced project. Our understanding of the work scope at the present time is to prepare a Boundary and Topographic Survey of the intersection of S. Lawrence St and W. Congress St.

Based upon this our office will perform the following.

BOUNDARY & TOPOGRAPHIC SURVEY

GRS will obtain owners' names, tax maps, deeds, filed maps, utility maps, highway plans, flood map from FEMA and other documentation available. GRS will then perform a site visit to locate property corner evidence which will be used to establish the property lines of the adjoining parcels. A topographic survey including manmade and natural features and visible utilities will be performed within the public right of way and 15' to 25' onto the adjoining parcels. Elevations will be obtained at a thirty (30) foot interval with contours being generated at a one (1) foot interval. The topography will be based upon NAVD 88 datum and NAD 83 grid. Underground utility information will be based upon surface features, utility company mark outs, and mapping provided by the client. GRS does not guarantee the underground utilities shown will comprise all the utilities in the area, either in service or abandoned. GRS does not certify that the utilities are shown in the exact location, however GRS will locate the utilities based upon the available information. This information will be collectively analyzed and compiled into an appropriately scaled AutoCAD 2018 drawing document.

Fee: $ 5,000

EASEMENT PLATS

GRS will prepare an easement plats as directed by Kimley-Horn in accordance with Jefferson County, WV requirements.

Fee: $ 2,000/Each

If during the course of the field survey, boundary analysis or deed review an issue arises concerning the overall property boundary, your office will be notified immediately to discuss resolution. If this issue requires additional fieldwork or research time an estimate will be provided to you at that time. Furthermore, it is assumed that access to the site in question will be coordinated directly by your office. This will be required in order to fulfill our surveying requirements and must be established 48 hours prior to the scheduling of field crews.

Professional Land Surveying Services can be initiated immediately upon acceptance of this Contract and with our current commitments, the completed product being finalized approximately FIVE (5) weeks thereafter. If adverse weather conditions encumber the performance of field activities, the time frame will be adjusted accordingly.

If the terms and conditions of this Proposal are acceptable to you, please forward a Sub-consultant Agreement for our signature.

Should you have any questions or comments pertaining to this matter or if I can provide any further assistance, kindly contact me at your convenience.

Sincerely,

GRS Group LLC



Kevin F. Steinhilber, L.S.

Task		Staff							Total Hours	Fee Estimate
		Principal	Architect/Engineer 1	Architect/Engineer 2	Architect/Engineer 3	Junior Architect/Engineer 1	Junior Architect/Engineer 2	Administrative		
		$262.00	$212.00	$165.00	$144.00	$122.00	$109.00	$96.00		
Task 1 - Project Management	*Kickoff Meeting & Site Visit*		*2*	*2*		*2*			6	$998.00
	Project Coordination		*4*	*1*		*4*		*5*	14	$1,981.00
	Subtotal	*0*	*6*	*3*	*0*	*6*	*0*	*5*	20	$2,979.00
Task 2 - Data Collection	*Survey Coordination*		*1*			*1*			2	$334.00
	Subtotal	*0*	*1*	*0*	*0*	*1*	*0*	*0*	2	$334.00
Task 3 - Detailed Design Plans (90%)	*Title Sheet, Location Map, Sheet Index*		*1*	*1*	*1*	*2*	*4*		9	$1,201.00
	Construction Baseline			*1*		*1*	*4*		6	$723.00
	General Notes & Typical Sections			*1*		*1*	*4*		6	$723.00
	Existing Conditions & Demolition Plans		*1*			*2*	*4*		7	$892.00
	Plan & Profile Sheets		*1*	*1*	*2*	*4*	*12*		20	$2,461.00
	Erosion and Sediment Control Sheets & Details		*1*			*2*	*4*		7	$892.00
	Hydraulics Design & Calculations Plans		*1*	*1*		*4*	*8*		14	$1,737.00
	Signing and Pavement Marking		*1*	*1*		*2*	*4*		8	$1,057.00
	Grading Detail Sheets		*1*			*6*	*6*		13	$1,598.00
	Traffic Management Plan		*1*	*1*		*2*	*6*		10	$1,275.00
	Cost Estimate		*1*	*1*		*2*	*2*		6	$839.00
	Subtotal	*0*	*9*	*8*	*3*	*28*	*58*	*0*	106	$13,398.00
Task 4 - Final Design	*100% Plan Design*									
	Updated Plan Sheets		*2*	*2*	*4*	*8*	*12*		28	$3,614.00
	Design Details		*1*			*1*	*2*		4	$552.00
	Final Cost Estimate		*1*			*1*	*1*		3	$443.00
	Final Signed and Sealed Plans		*2*	*1*		*1*			4	$711.00
	Subtotal	*0*	*6*	*3*	*4*	*11*	*15*	*0*	39	$5,320.00
Task 5 - Stormwater Design	*WVDOT/City of Ranson Drainage Design*		*2*		*2*	*4*			8	$1,200.00
	Subtotal	*0*	*2*	*0*	*2*	*4*	*0*	*0*	8	$1,200.00
	Total Hours:	0	24	14	9	50	73	5	175	$23,231.00
	Total Cost:	$0.00	$5,088.00	$2,310.00	$1,296.00	$6,100.00	$7,957.00	$480.00		

Total Hours to Complete:	175
Expenses (field visits and project meetings)	$650.00
GRS Group Topographic Survey and up to 2 Plats	$9,000.00
Total Lump Sum Fee:	$32,881.00

April 20, 2023

Mr. Jim Wysong
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: 5G Engineering Services - On Call Contract – West Congress Street at South Lawrence Street Intersection Improvement Design – Reduced Scope

INTRODUCTION

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this task order proposal to the City of Charles Town (City) for professional services to design pedestrian focused intersection improvements at West Congress Street and South Lawrence Street. Our project understanding and proposed scope of services, schedule, and fee for our services are discussed below.

PROJECT UNDERSTANDING

In coordination with the City, Kimley-Horn understands the desire for the drainage and pedestrian improvements at the northwest corner of West Congress Street and South Lawrence Street to include ADA compliant curb ramps, a new inlet configurations to repair existing damage, and potential curb extensions to improve turning radii and increase pedestrian safety. This improvement is limited to repairing the damage at the northwest corner of the intersection.

Kimley-Horn understands that the City is requesting Kimley-Horn's assistance in developing final design documents to complete the West Congress Street and South Lawrence Street project with ADA accessible facilities. Kimley-Horn will provide the information and supporting materials to the Town as described in the scope of services below.

SCOPE OF SERVICES

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

- Mark Phillips, PE, Project Manager
- Samantha Stratton, WPIT, Environmental
- Miguel Tyshing, EIT
- Alex Bachy, EIT

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

Task 1 – Project Management

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

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

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

Task 1 Deliverables:

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

Task 2 – Information Gathering

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

2.1 – Existing Conditions Survey: Kimley-Horn will utilize our subconsultant, GRS Group LLC, to complete a detailed topographic and right-of-way survey. Survey will be completed within the limits of the project site. Topographic survey will reflect manmade and natural features and visible utilities within the limits of each project site. Elevations will be obtained at a twenty-five (25) foot interval with contours being generated at a one (1) foot interval. Trees, 4" diameter at breast height or larger and wetlands, if marked, will be located at the time of the survey. Underground utility information to be included in survey file will be based upon surface features and utility company markings. GRS does not guarantee the underground utilities shown will include all the utilities in the area, either in service or abandoned. GRS does not certify that the utilities will be shown in the exact location, however GRS will locate the utilities based upon the available information. This information will be collectively analyzed and compiled into an appropriately scaled AutoCAD 2018 drawing document from which existing conditions plans for each project site will be prepared. See **Attachment 2** for the GRS proposal.

Task 3 – Detailed Design Plans (90% Plans):
Kimley-Horn will prepare detailed design construction plans for the project. The improvements will be prepared in accordance with the latest edition of the West Virginia Erosion and Sediment Control Best Management Practice Manual, Jefferson County Stormwater Management Ordinance, 2012 AASHTO Guide for the Development of Bicycle Facilities, 2004 AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, the 2011 AASHTO Green Book, ADA Design Standards, and the City of Charles Town Subdivision and Land Development Ordinance. It is assumed that project improvements are generally limited to those improvements necessary to implement the sidewalk.

The Detailed Design Plans will depict the following:

- Title Sheet including Location Map and Sheet index
- Typical Section(s) and General Notes
- Geometric Layout and Survey Reference Points Sheets (W Congress St Baseline)
- Temporary Traffic Control Plans
- Plan & Grading Detail Sheet
- Final Drainage Layout (conveyance only, no stormwater management facilities are assumed to be required for the project, anticipates nutrient credit purchase)
- Final Drainage Calculations (Adequate Outfall, SWM Narrative, VRRM Calculations, and Rip-Rap Sizing calculations)
- Drainage Descriptions (Included on Plan Sheets)
- Drainage Profiles
- Existing Conditions & Demolition Plan Sheets
- Phase 1 and Phase 2 Erosion and Sediment Plans andNotes and Detail Sheets
- Pavement Marking and Signage Plans
- Cut and fill limits of construction
- Grading Details Sheet (ADA Compliance)
- Quantities and Opinion of Probable Cost estimated in MS Excel format for Preliminary Plans

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

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

Kimley-Horn will provide the Detailed Design Plans as a submission to the City for review and comment. Improvements will be submitted as one plan set. It is assumed that at the time the plans are revised based on the 90% design comments from the City Kimley-Horn will submit up to two (2) easement plats to the City for review and acquisition of the easements and right-of-way necessary for the project. It is understood that the City will be responsible for the coordination and cost to acquire any and all easements or right-of-way on the project. Kimley-Horn will provide up to one consolidated round of plan changes to accommodate property owner requests. Further changes will be subject to a contract amendment.

Task 3 Deliverables:

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

Task 4 – Final Design

4.1 – Final Design Plans (100% Plans): Final Design Plans will be developed by Kimley-Horn to 100% completion stage and will be used for construction. It is assumed that this task will begin upon completion of easement and right-of-way acquisition by the City. In addition to the plan sheets that were submitted with the Detailed Design Plans (90% Plans), the following elements of the plan assembly will be submitted:

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

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

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

Task 5 – Stormwater Design Services

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

The City of Charles Town must comply with the Chesapeake Bay Preservation Act and West Virginia Stormwater Management Program (WVSMP) Regulations. It is assumed that this

project will disturb less than 5,000 square feet and be exempt from WVSMP regulations, and Stormwater Pollution Prevention Plan (SWPPP) requirements. Water quantity and quality requirements are assumed to be waived due to the lack of right-of-way for the installation of stormwater management facilities.

RESPONSIBILITIES OF THE CITY

It is assumed that the City will provide the following:

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

ADDITIONAL SERVICES

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

- Project Specifications
- Utility coordination and relocation, It is assumed that no utility relocation will be necessary as a result of this project.
- Stormwater Management/BMP Design. It is assumed that nutrient credits will be acquired for the project
- Design Waivers/Exceptions
- No easement acquisition or plats are assumed with this minimized scope.
- Environmental permitting, NEPA, and Historic Architecture or Archaeological Surveys
- Public Outreach and Public Meetings
- Public Utility (water and sewer) design
- Geotechnical Analysis and borings (It is assumed no geotechnical design or assessment is required)
- Right of Way acquisition support (It is assumed the City will utilize the plats provided to acquire easements and right-of-way)
- Traffic Signal Plans, Lighting Design, or Electrical Design
- Landscaping Plans
- Retaining wall design
- IFB and Contract Documentation
- Bidding and Construction Phase Services.

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

FEE

Kimley-Horn will perform the scope of services described above on a lump sum basis not to exceed **$21,577.00**, as detailed in **Attachment 3**. This fee estimate uses the approved rate schedule from Kimley-Horn's 5G Engineering Services On-Call Contract.

CLOSURE

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

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



Mark Phillips, P.E.
Contract Manager

City of Charles Town
SIGNED:

PRINTED NAME: _____

TITLE:_____

DATE: _____

ATTACHMENTS

1. Standard Provisions
2. Survey Proposal from GRS Group LLC
3. Kimley-Horn Hourly Rate Fee Sheet

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16) Construction Phase Services.

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

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to

augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

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

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

6703 Deland Court
Springfield, VA 22152
(703) 727-5828 Cell
(703) 763-2320 Fax
grsgroup.llc@gmail.com
www.grsgroupllc.com

April 11, 2023

Kimley-Horn Associates, Inc.
11400 Commerce Park Dr., Suite 400
Reston, VA 20191

Attention: Mark Phillips, P.E

RE: Congress and Lawrence
Charles Town, WV 20147

Dear Mark:

It is a pleasure to present our Proposal for Professional Land Surveying Services to be rendered in connection with the above referenced project. Our understanding of the work scope at the present time is to prepare a Boundary and Topographic Survey of the intersection of S. Lawrence St and W. Congress St.

Based upon this our office will perform the following.

BOUNDARY & TOPOGRAPHIC SURVEY

GRS will obtain owners' names, tax maps, deeds, filed maps, utility maps, highway plans, flood map from FEMA and other documentation available. GRS will then perform a site visit to locate property corner evidence which will be used to establish the property lines of the adjoining parcels. A topographic survey including manmade and natural features and visible utilities will be performed within the public right of way and 15' to 25' onto the adjoining parcels. Elevations will be obtained at a thirty (30) foot interval with contours being generated at a one (1) foot interval. The topography will be based upon NAVD 88 datum and NAD 83 grid. Underground utility information will be based upon surface features, utility company mark outs, and mapping provided by the client. GRS does not guarantee the underground utilities shown will comprise all the utilities in the area, either in service or abandoned. GRS does not certify that the utilities are shown in the exact location, however GRS will locate the utilities based upon the available information. This information will be collectively analyzed and compiled into an appropriately scaled AutoCAD 2018 drawing document.

Fee: $ 5,000

EASEMENT PLATS

GRS will prepare an easement plats as directed by Kimley-Horn in accordance with Jefferson County, WV requirements.

Fee: $ 2,000/Each

If during the course of the field survey, boundary analysis or deed review an issue arises concerning the overall property boundary, your office will be notified immediately to discuss resolution. If this issue requires additional fieldwork or research time an estimate will be provided to you at that time. Furthermore, it is assumed that access to the site in question will be coordinated directly by your office. This will be required in order to fulfill our surveying requirements and must be established 48 hours prior to the scheduling of field crews.

Professional Land Surveying Services can be initiated immediately upon acceptance of this Contract and with our current commitments, the completed product being finalized approximately FIVE (5) weeks thereafter. If adverse weather conditions encumber the performance of field activities, the time frame will be adjusted accordingly.

If the terms and conditions of this Proposal are acceptable to you, please forward a Sub-consultant Agreement for our signature.

Should you have any questions or comments pertaining to this matter or if I can provide any further assistance, kindly contact me at your convenience.

Sincerely,

GRS Group LLC



Kevin F. Steinhilber, L.S.

***Rates per Contract No. RFP 5G Engineering Services On-Call between the City of Charles Town and Kimley-Horn**

City of Charles Town

Task		Staff							Total Hours	Fee Estimate
		Principal	Architect/Engineer 1	Architect/Engineer 2	Architect/Engineer 3	Junior Architect/Engineer 1	Junior Architect/Engineer 2	Administrative		
		$262.00	$212.00	$165.00	$144.00	$122.00	$109.00	$96.00		
Task 1 - Project Management	*Kickoff Meeting & Site Visit*		*2*	*2*		*2*		*1*	7	$1,094.00
	Project Coordination		*2*	*1*		*1*		*1*	5	$807.00
	Subtotal	*0*	*4*	*3*	*0*	*3*	*0*	*2*	12	$1,901.00
Task 2 - Data Collection	*Survey Coordination*		*1*					*1*	2	$308.00
	Subtotal	*0*	*1*	*0*	*0*	*0*	*0*	*1*	2	$308.00
Task 3 - Detailed Design Plans (90%)	*Title Sheet, Location Map, Sheet Index*		*1*	*1*		*2*	*3*		7	$948.00
	Construction Baseline			*1*		*1*	*2*		4	$505.00
	General Notes & Typical Sections			*1*		*1*	*2*		4	$505.00
	Existing Conditions & Demolition Plans		*1*			*1*	*2*		4	$552.00
	Plan & Grading Sheets		*1*		*2*	*4*	*8*		15	$1,860.00
	Erosion and Sediment Control Sheets & Details		*1*			*2*	*4*		7	$892.00
	Hydraulics Design & Calculations Plans		*1*	*1*		*2*	*6*		10	$1,275.00
	Signing and Pavement Marking		*1*	*1*		*2*	*2*		6	$839.00
	Grading Detail Sheets		*1*			*4*	*6*		11	$1,354.00
	Traffic Management Plan		*1*	*1*		*2*	*4*		8	$1,057.00
	Cost Estimate		*1*	*1*		*2*	*2*		6	$839.00
	Subtotal	*0*	*9*	*7*	*2*	*23*	*41*	*0*	82	$10,626.00
Task 4 - Final Design	*100% Plan Design*									
	Updated Plan Sheets		*2*	*1*	*1*	*2*	*4*		10	$1,413.00
	Design Details		*1*			*1*	*2*		4	$552.00
	Final Cost Estimate		*1*			*1*	*1*		3	$443.00
	Final Signed and Sealed Plans		*1*			*1*			2	$334.00
	Subtotal	*0*	*5*	*1*	*1*	*5*	*7*	*0*	19	$2,742.00
Task 5 - Stormwater Design	*WVDOT/City of Ranson Drainage Design*		*1*		*1*	*2*			4	$600.00
	Subtotal	*0*	*1*	*0*	*1*	*2*	*0*	*0*	4	$600.00
	Total Hours:	0	20	11	4	33	48	3	119	$16,177.00
	Total Cost:	$0.00	$4,240.00	$1,815.00	$576.00	$4,026.00	$5,232.00	$288.00		

Total Hours to Complete:	119
Expenses (field visits and project meetings)	$400.00
GRS Group Topographic Survey	$5,000.00
Total Lump Sum Fee:	$21,577.00

ARTICLE 770

Municipal Service Fee For Street Improvements

770.01 Purpose.
770.02 User defined.
770.03 Fees.
770.04 Appeal.
770.05 Collection of fees and penalties.
770.06 Use of funds.

CROSS REFERENCES
Street - see S.U. & P.S. Art. 905, 906

770.01 PURPOSE.

There shall be established by and through this article, a municipal service fee for the purpose of providing street improvements.
(Ord. 99-006. Passed 3-19-99.)

770.02 USER DEFINED.

The users of said street improvements are hereby declared to be the occupants, whether tenants or owners of all residential premises (which term includes houses, townhomes, apartments and duplexes) manufacturing plants and all business premises, (which term includes all businesses involving the sale of tangible personal property or the rendering of a service with the object of economic benefit) within the City of Charles Town.
(Ord. 99-006. Passed 3-19-99.)

770.03 FEES.

(a) For the purpose of providing street improvements by the City of Charles Town there is hereby imposed upon the users thereof, that is to say, collectively upon the occupants of each residential premise, each manufacturing plant and each business premise from and after July 1, 1999, an annual fee or charge of forty-eight dollars per year. This fee shall be payable in installments consistent with the charges for utility services provided by the City, and for each period thereafter so long as this article remains in effect.

(b) The owners of all businesses and the head of the house of each residence shall be responsible for the payment of the charges. Consistent with the charges for utility services provided by the City, monthly or bi-monthly bills shall be rendered to the persons, firms and corporations.

(c) The Treasurer shall be responsible for preparing and mailing the bills and may include the charges on the monthly or bi-monthly utility bills rendered by the City to all persons, firms and corporations who are defined as users of the municipal service.

(d) The record owner of the property upon which a single family residence is situated shall be presumed to the user of the municipal service rendered for the benefit of said property and the record owner shall be liable to the City of Charles Town for said charges. However, where a tenant or occupant of a single family residence shall receive utility service, the tenant or occupant shall be presumed to be the user of said municipal service.

(e) The tenants or occupants of the residential unit of a multi-family dwelling or apartment house shall be presumed to be the users of such municipal service and shall be liable to the City of Charles Town for said charges. In the event the record owner of a multi-family dwelling is responsible for charges for utility services provided by the City, said owner shall be charged with the responsibility of collecting charges imposed by the Ordinance from tenants or occupants of such dwelling units or apartments and properly remitting same to the City and shall be liable to the City in the amount of said charges for failure to do so.

(f) In the event that a residential unit or of a multi-family dwelling or apartment house is temporarily unoccupied then and in that event the record owner of the property upon which said multi-family dwelling or apartment is situate shall be presumed to be the user of the municipal service provided to each such unoccupied unit and shall be liable to the City of Charles Town for said charges.

(g) The owner or owners of a business establishment or a corporation owning or occupying a business establishment within the City of Charles Town shall be presumed to be the users of such municipal service and

shall be liable to the City for said charges. Persons doing business as partners in a business establishment within the City of Charles Town shall be jointly and severally liable for said charges. (Ord. 99-006. Passed 3-19-99.)

770.04 APPEAL.

Any person feeling aggrieved by the imposition of a specific charge hereunder may protest the same in writing filed with the City Clerk, and has the right to be heard thereon in person or by agent or attorney before Council. If Council finds the charges to be erroneous or improper, Council shall correct or annul the same as the circumstances may require.
(Ord. 99-006. Passed 3-19-99.)

770.05 COLLECTION OF FEES AND PENALTIES.

(a) The fees or charges shall be paid or remitted to the City of Charles Town. The failure of any such user to receive a bill or statement of the fee or charge shall in no manner impact or affect validity of the charge or the City's right to collect the same.

(b) The City, acting by and through its proper officials, may proceed by action, suit, or attachment or any other appropriate remedy provided by law, to collect the charges and fees herein provided in the event of delinquency in the payment thereof by the user.
(Ord. 99-006. Passed 3-19-99.)

770.06 USE OF FUNDS.

All funds and income derived under and by virtue of this article shall be segregated and used exclusively for the purpose of street improvements within the City of Charles Town.
(Ord. 99-006. Passed 3-19-99.)

Finance Commitee
101 East Washington Street
Charles Town, WV 25414

Meeting: 05/02/23
Department: Finance Commitee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

FY2024 Capital Budget Draft

ATTACHMENTS:

- FY2024 Capital Budget 05-01-2023.pdf
- FY2024 Capital Summary 04-10-2023 Trainor File.pdf
- FY2024 Capital Budget 04-10-2023 Trainor File.pdf
- FY2024 Capital Budget Requests - Needs and Wants.pdf

the city of Charles Town, WV

FY24 PROPOSED CAPITAL IMPROVEMENT BUDGET

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 03/31/2023	FY24 Proposed	Future Year Expenditures if Applicable	Notes and Explanations
1	**SALES TAX**							
2	Cash Balance @ July 1	$ 2,053,036	$ 2,359,382	**$ 2,355,630**	**$ 2,355,630**	**$ 2,955,630**	$ -	FY24 Proposed is estimated Year End Sales Tax Balance for FY23 Budget Column
3	Sales Tax Revenue	$ 1,483,366	$ 1,626,378	**$ 1,600,000**	**$ 852,677**	**$ 1,600,000**	$ -	
4	**Total Revenues……**	**$ 3,536,402**	**$ 3,985,760**	**$ 3,955,630**	**$ 3,208,307**	**$ 4,555,630**	$ -	
5								
6	**Proposed Capital Projects**							
7	Charles Washington Hall	$ 200,004	$ 200,004	$ 200,004	$ 200,004	$ 200,004	$ 200,004	Sales Tax Fund provides semi-annual contributions to General Fund to reimburse Building Commission for monthly
8	Municipal Annex Facility	$ 124,692	$ 124,692	$ 124,692	$ 124,692	$ 124,692	$ 124,692	lease expenses via rent payments, instead of reimbursing CTBC directly.
9	**Capital Expenses……**	**$ 324,696**	**$ 324,696**	**$ 324,696**	**$ 324,696**	**$ 324,696**	**$ 324,696**	
10								
11	**Other Expenditures**							
12	Transfer to Operating Budget	$ 775,304	$ 1,232,919	$ 675,304	$ 675,304	$ 1,275,304	$ -	Capital Projects + Transfer = the amount transferred to the operating budget
13	**Subtotal Other Expenditures……**	**$ 775,304**	**$ 1,232,919**	**$ 675,304**	**$ 675,304**	**$ 1,275,304**	$ -	
14								
15	**Total Capital Expenses - Sales Tax Account……**	**$ 1,100,000**	**$ 1,557,615**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,600,000**	$ -	
16								
17	**Estimated Year End Sales Tax Account Balance……**	**$ 2,436,402**	**$ 2,428,145**	**$ 2,955,630**	**$ 2,208,307**	**$ 2,955,630**		
18								
19	**STREET IMPROVEMENTS**							
20	Cash Balance	$ 1,194,015	$ 1,313,239	$ 1,456,060	$ 1,456,060	$ 1,281,060	$ -	FY24 Proposed is estimated Year End Repaving Account Balance for FY23 Budget Column; Includes Summit Repaving, Debt Service Reserve, and 1999 Sinking Fund totals.
21	Street Fees	$ 140,348	$ 129,567	$ 125,000	$ 77,564	$ 130,000	$ -	
22	**Total Revenues……**	**$ 1,334,363**	**$ 1,442,806**	**$ 1,581,060**	**$ 1,533,624**	**$ 1,411,060**	$ -	
23								
24	**Proposed Capital Projects**							
25	Street Improvements	$ -	$ 12,400	$ 300,000	$ 301,834	$ 350,000	$ -	
27	**Total Capital Project Expenses……**	$ -	$ 12,400	$ 300,000	$ 301,834	$ 350,000	$ -	
28								
29	**Estimated Year End Balance……**	**$ 1,334,363**	**$ 1,430,406**	**$ 1,281,060**	**$ 1,231,790**	**$ 1,061,060**	$ -	Ordinance requires that street fees can only be used for street improvements. Balance must remain in an acct. solely devoted to such improvements (i.e. consolidate into Summit Repaving Acct).
30								

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 03/31/2023	FY24 Proposed	Future Year Expenditures if Applicable	Notes and Explanations
31	**CAPITAL RESERVE ACCOUNT**							
32	Cash Balance @ July 1	$ 1,478,619	$ 1,252,618	$ 2,053,812	$ 2,053,812	**$ 1,633,552**	$ -	FY24 Proposed is estimated Year End Capital Reserve Balance for FY23 Budget Column; anticipate balance at July 1 to be higher than
33	Gaming Lottery Transfers from General Fund	$ 781,704	$ 1,068,975	$ 850,000	$ 573,786	$ 557,680	$ -	Revenues collected from video gaming and lottery (minus operating expenditures previously paid be Capital Fund and now paid by General Fund) are transferred to the Capital Reserve Account and used to fund capital improvement projects. Another $100k from Operating Account 444 is transferred directly to the streets budget below)
34	*Developer Fees - Restricted*	*$ 8,083*	*$ 96,100*	$ -	*$ 98,796*	*$ 100,000*	$ -	*$202,979 aggregate Developer Fee balance from FY21-FY23 restricted for 5 capital expenditure categories*
35	*COPS Technology Grant - Restricted*	$ -	$ -	$ -	$ -	*$ 100,000*	$ -	*$400K grant for PD technology purchases for award period FY2024 - FY2027*
36	Interest on Accounts	$ 9,662	$ 11,100	$ -	$ 31,916	$ 35,000	$ -	
37	Miscellaneous Revenues (Minor Grants, Asset Disposal, Claims, Etc.)	$ 171,542	$ 126,461	$ 42,040	$ 123,488	$ -	$ -	
38	**Revenues……**	**$ 2,449,610**	**$ 2,555,254**	**$ 2,945,852**	**$ 2,881,798**	**$ 2,426,232**	$ -	
39								
40	**Ongoing City Capital Projects/Investments**							**Notes**
41	Public Safety Vehicles	$ 110,790	$ 111,386	$ 288,800	$ 239,319	$ 67,500		FY24 Vehicles purchased in FY23; funding requested: $54,500 for equipment covered under DOJ COPS EQUIP grant, $13,000 for Vehicle Labor and Graphics Cost not covered by DOJ grant
42	Public Safety Equipment	$ 16,197	$ 27,285	$ 56,000	$ 38,070	$ 108,112		funding requested: $81,600 for equipment covered under DOJ COPS EQUIP grant ($13.6K for pursuit stop stick, $34K for trauma kits, $34K for ballistic shields), $5,512 for taser not covered by DOJ grant, $21,000 in reserve funding for future FY equipment purchases
43	Technology Upgrades	$ 206,385	$ 127,592	$ 100,000	$ 130,945	$ 105,000		Staff to develop a more detailed equipment replacement plan; FY24 Requests are $100K for general upgrades, $5K for vacant structure software
44	Other Park Upgrades	$ -	$ -	$ 50,000	$ -	$ 40,000		FY2024 Community Development Department Request: install disc golf; picnic tables; pavilion repair, etc.
45	Public Arts District	$ -	$ 6,000	$ 10,000	$ 6,500	$ 10,000		FY2023 expenditures for wayfinding design services ; Support for permanent/juried art in the CT Arts District;
46	Grant Matching Funds	$ 97,975	$ 70,000	$ 50,000	$ -	$ -		For FY2024, staff proposes there be no General Grant Matching line, but specific grant match lines for ongoing projects.
47	Charles Street Flooding & Arts District	$ -	$ -	$ 75,000	$ -	$ -		Additional consideration for funding requested by Community Development Department; details on page X
48	Basic Stormwater Improvements	$ -	$ 1,336	$ 50,000	$ -	$ 25,000		Funding for minor stormwater improvements that may be needed of the course of FY2024.
49	Parking Lot Improvements	$ 50,000	$ 25,000	$ -	$ -	$ -		
50	Parks Improvements	$ 89,863	$ 31,944	$ 125,000	$ -	$ -		Per Finance Committee, for further consideration of capital funding, the Parks board should prioritize submitting a budget and plan for intended uses
51	Parking Meters	$ -	$ 3,828	$ 5,000	$ -	$ -		No funding needs identified for FY2024
52	**Subtotal for Ongoing City Capital Projects/Investments……**	**$ 571,210**	**$ 404,371**	**$ 809,800**	**$ 414,834**	**$ 355,612**		

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 03/31/2023	FY24 Proposed	Future Year Expenditures if Applicable	Notes and Explanations
54	**One time City Capital Projects/Investment**							**Notes**
55	**Public Works (Maintenance Department) - Total $280,000**	*$ 3,135*	*$ 6,155*	*$ 52,500*	$ -	$ -		See detail breakdown of equipment needs for Maintenance Department
56	*Public Works Equipment Purchase - Leaf Vacuum & Box*	$ -	$ -	$ -	$ -	*$ 85,000*		
57	*Public Works Equipment Purchase - Tractor/Backhoe*	$ -	$ -	$ -	$ -	*$ 100,000*		
58	*Public Works Equipment Purchase - Crew Truck*	$ -	$ -	$ -	$ -	*$ 50,000*		
59	Public Works Shop Upgrade - Security Fence	$ -	$ -	$ 25,000	$ -	$ 45,000		Project may be completed in FY2023 and without needing additional funding in FY2024, will update budget file if so.
60	**City Hall - Total $180,000**							
61	Renovations - City-owned Building Space & Feasability Study	$ -	$ -	$ 125,000	$ -	$ 50,000		Planning and design fees for City Hall renovations (none of FY23 appropriation spent on design services yet); FY24 proposed amount to fund space and feasability study for current and future needs of all City buildings
62	City Hall Security Upgrades & General Improvements	$ -	$ 14,818	$ -	$ 9,900	$ 50,000		FY2024 requests: $25K for security upgrades in City Hall (cameras, alarm system, etc.), $25K for general improvements such as Façade or creating temporary office spaces to accommodate staff
63	Financial Software Upgrade	$ -	$ -	$ -	$ -	$ 80,000		Current Finance Software (Incode 9) will become incompatible with continually updated windows platforms in near term future; requesting funding to upgrade to Incode 10 or pursue new software.
64	**Subtotal for One Time City Capital Projects/Investments……**	**$ 3,135**	**$ 20,973**	**$ 202,500**	**$ 9,900**	**$ 460,000**		
65								
66	**Total City project expenditures outside grant match……**	**$ 16,935**	**$ 12,716**	**$ 300,000**	**$ 25,731**	**$ 212,024**		See grant budget page in this file for more details on capital project expenditures outside of grant match obligations
67								
68	**Recently Completed Projects**							**Notes**
69	Police Staffing	$ -	$ 40,775	$ -	$ 3,250	$ -		
70	Developer Fee Study	$ -	$ 48,143	$ -	$ -	$ -		
71	First Free School/Star Lodge Renovations	$ 69,391	$ 97,080	$ -	$ -	$ -		
72	Paving Analysis	$ 55,872	$ 2,880	$ -	$ -			
73	**Total Capital Project Expenses……**	**$ 769,992**	**$ 626,938**	**$ 1,312,300**	**$ 453,715**	**$ 1,027,636**		
74								
75	**Estimated Year End Balance……**	**$ 1,679,618**	**$ 1,928,316**	**$ 1,633,552**	**$ 2,428,083**	**$ 1,398,596**		The balance for each year is maintained in the Capital Reserve Account and used to fund other or future city council priorities.

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 03/31/2023	FY24 Proposed	Future Year Expenditures if Applicable	Notes and Explanations
76								
77	**Other Projects/Purchases Requesting Consideration**							**Notes**
78	*WayFinding Signage - Phase I*	$ -	$ -	$ -	$ -	$ 100,000	$ 200,000	FY2024 Community Development Department Request: $100K for wayfinding signage implementation phase 1 cost (3 years of phases); request related to 2023 CTNOW ARPA Request
79	*Additional City Vehicle for Code Enforcement Use*	$ -	$ -	$ -	$ -	$ 45,000	N/A	
80	*Charles Street Improvements*	$ -	$ -	$ -	$ -	$ 50,000	N/A	FY2024 Community Development Department Request: $50k General improvements Charles St
81	*Mordington Avenue Sidewalk Design*	$ -	$ -	$ -	$ -	$ 110,000	N/A	FY2024 Community Development Department Request: Design and fund construction documents of
82	*Public Works Equipment Purchase - Street Sweeper*	$ -	$ -	$ -	$ -	$ 350,000	N/A	
83	*Public Works Equipment Purchase - Bucket Truck*	$ -	$ -	$ -	$ -	$ 100,000	N/A	
84	*Depot Land Purchase*	$ -	$ -	$ -	$ -	$ 360,000	N/A	FY2024 Community Development Department Request: Funds to purchase Depot Park land if available in FY24 from APUS
85	*Skate Park - Additional Improvements*	$ -	$ -	$ -	$ -	$ 40,000	N/A	CDD REQUEST for additions to skate park
86	*Walking Bridges at Happy Retreat & Evitts Run Park*	$ -	$ -	$ -	$ -	$ 25,000	N/A	
87	*Master Park Planning*	$ -	$ -	$ 50,000.00	$ -	$ 75,000	N/A	CDD REQUEST: Undertake formal master planning effort for parks system (Depot District?), including identifying new parks, ball fields, and other needs (tennis, pickleball, disc golf, etc.)
88	Jefferson Memorial Park Pool Renovation Project	$ -	$ -	$ -	$ -	$ 2,700,000	See Grant Sheet	FY2024 Community Development Department Request: engineering costs and construction of new pool, renovations of poolhouse
89								
90								

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 03/31/2023	FY24 Proposed	Future Year Expenditures if Applicable	Notes and Explanations
91								
92	**Grant Related City Capital Projects/Investments**							
93	*ARPA GRANT MATCHING POT OF FUNDS - $1.5M*			$ 1,500,000	$ -	$ 1,500,000		Funding nor yet transferred in FY2023; will do one time transfer in FY2024
94								
95	**Augustine Avenue Trail Project - Total Est. Cost $2,570,000**							
96	Design Costs - Estimated $145,000	$ -	$ -	$ 145,000	$ 88,888	$ -		
97	TAP I Grant - Design $116,000	$ -	$ -	$ (116,000)	$ (81,448)	$ -		
98	Phase I Construction Costs - Estimated $700,000	$ -	$ -	$ -	$ -	$ 700,000		
99	TAP II Grant - Construction $560,000	$ -	$ -	$ -	$ -	$ (560,000)		
100	Phase II & III Construction	$ -	$ -	$ -	$ -	$ -	$ 1,750,000	
101	Senator Capito Earmark 2023 - Construction $1,400,000	$ -	$ -	$ -	$ -	$ -	$ (1,400,000)	
102	*City Grant Match Obligation On Project*	$ -	$ -	$ 29,000	$ 7,440	$ 140,000	$ 350,000	
103								
104	**JMP Pool Renovation Project - Total Est. Cost $2,700,000**							
105	LWCF Grant/Earmark - Construction $250,000	*$ -*	*$ -*	*$ -*	*$ -*	*$ (250,000)*		
106	*City Grant Match Obligation On Project*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 250,000*		
107	Unfunded portion of project						*$ 2,200,000*	
108								
109	**Liberty St Stormwater Project - Total Est. Cost - $846,733**							
110	Design - $165,959	$ 156,008	$ -	$ -	$ -	$ -		
111	WVDEP Green Infr. Grant - Planning & Design $178,000	$ (102,559)	$ -	$ -	$ -	$ -		
112	Construction - $680,774	$ -	$ -	$ -	$ -	$ 680,774		
113	FEMA Grant for Flooding Mediation - $375,000	$ -	$ -	$ -	$ -	$ (375,000)		
114	*City Grant Match Obligation On Project*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 93,750*		
115	City Additional Funding to complete project	*$ -*	*$ -*	*$ -*	*$ -*	*$ 212,024*		
116								
117	**George Street Sidewalk Project - Total Est. Cost - $694,418**							
118	Design - $55,382	$ 16,935	$ 12,716	$ 300,000	$ 25,731	$ -		
119	Construction - $639,036	$ -	$ -	$ -	$ -	$ 639,036		
120	TAP II Grant - Construction $511,229	$ -	$ -	$ -	$ -	$ (511,229)		
121	*City Grant Match Obligation On Project*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 127,807*		
122								
123	Total Ongoing Grant Related Project Expenditures	$ 172,943	$ 12,716	$ 445,000	$ 114,619	$ 2,519,810		
124	Total City Grant Funding	$ (102,559)	$ -	$ (116,000)	$ (81,448)	$ (1,696,229)		

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 03/31/2023	FY24 Proposed	Future Year Expenditures if Applicable	Notes and Explanations
125	Total City Grant Match Expenditures	$ 53,449	$ -	$ 29,000	$ 7,440	$ 611,557		
126	Total City project expenditures outside grant match	$ 16,935	$ 12,716	$ 300,000	$ 25,731	$ 212,024		
127	Remaining ARPA pool	$ -	$ -	$ 1,500,000	$ 1,500,000	$ 888,443		

the city of Charles Town, WV

FY 2024 Capital Reserve Proposed Budget (Summary)

10-Apr-23

Revenues	Projected	Pending	Total	Total (Less Pending)
Carryover	$ 299,928	$ -	$ 299,928	$ 299,928
Restricted	$ 230,000	$ -	$ 230,000	$ 230,000
Lottery	$ 650,000	$ -	$ 650,000	$ 650,000
Interest	$ 35,000	$ -	$ 35,000	$ 35,000
ARPA	$ 1,500,000	$ -	$ 1,500,000	$ 1,500,000
Grant	$ 1,846,229	$ 1,650,000	$ 3,496,229	$ 1,846,229
Totals	**$ 4,561,157**	**$ 1,650,000**	**$ 6,211,157**	**$ 4,561,157**

Expenditures	Proposed	Pending	Total	Total (Less Pending)
PRIORITY 1				
Grant Match	$ 852,581	$ 250,000	$ 852,581	$ 602,581
City Hall	$ -	$ 105,000	$ 105,000	$ -
CTPD	$ 67,500	$ -	$ 67,500	$ 67,500
Infrastructure	$ 105,000	$ 105,000	$ 105,000	$ -
Maintenance	$ 45,000	$ 45,000	$ 45,000	$ -
Parks & Rec	$ -	$ -	$ -	$ -
Totals	**$ 1,070,081**	**$ 505,000**	**$ 1,175,081**	**$ 670,081**
PRIORITY 2				
Grant Match	$ -	$ -	$ -	$ -
City Hall	$ -	$ 80,000	$ 80,000	$ -
CTPD	$ 108,112	$ 108,112	$ 108,112	$ -
Infrastructure	$ 410,000	$ 410,000	$ 410,000	$ -
Maintenance	$ 235,000	$ 235,000	$ 235,000	$ -
Parks & Rec	$ 2,700,000	$ 2,700,000	$ 2,700,000	$ -
Totals	**$ 3,453,112**	**$ 3,533,112**	**$ 3,533,112**	**$ -**
PRIORITY 3				
Grant Match	$ -	$ -	$ -	$ -
City Hall	$ 45,000	$ 45,000	$ 45,000	$ -
CTPD	$ -	$ -	$ -	$ -
Infrastructure	$ 50,000	$ 50,000	$ 50,000	$ -
Maintenance	$ 250,000	$ 250,000	$ 250,000	$ -
Parks & Rec	$ 640,000	$ 640,000	$ 640,000	$ -
Totals	**$ 985,000**	**$ 985,000**	**$ 985,000**	**$ -**

the city of Charles Town, WV

FY 2024 Capital Reserve Proposed Budget

Updated: 10 April 2023

REVENUES	FY 2023 APPROVED	FY 2023 REVISED 17 Jan 2023	FY 2023 ACTUAL THRU 31 Mar 2023	FY 2024 PROJECTED	FY 2024 PENDING	FY 2024 TOTAL	FY 2024 TOTAL (less pending funds)	NOTES
Carryover	$ 873,478	$ 873,478	$ 873,478	$ 299,928	$ -	$ 299,928	$ 299,928	Carryover balances implemented for FY2023 Capital Reserve - Improvement Budget.
Developer Fees	*$ 26,720*	*$ 98,796*	$ 98,796	$ 100,000	$ -	$ 100,000	$ 100,000	Estimated based on FY2023 receipts
Repaving Fees (Transferred from General Fund)	$ 125,000	$ 125,000	$ 77,564	$ 130,000	$ -	$ 130,000	$ 130,000	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
Lottery / Gaming Revenue (Transferred from General Fund)	$ 850,000	$ 850,000	$ 573,786	$ 650,000	$ -	$ 650,000	$ 650,000	All lottery/gaming revenue remitted to Charles Town gets XFRD to Capital Reserve from GenFund (less expenses previously funded by Capital Fund but moved to GenFund for FY23)
Interest on Bank Accounts & Other Sources	$ 5,166	$ 65,800	$ 69,090	$ 35,000	$ -	$ 35,000	$ 35,000	Reveue from 3 diferent interest bearing accounts FY2023- PD Vehicle Disposal Revenues & Insurance Claim -$18,750 + $23,750 = $42,500
ARPA Revenue designated for Grant Matching	*$ 1,500,000*	*$ 1,500,000*	*$ -*	*$ 1,500,000*	*$ -*	$ 1,500,000	$ 1,500,000	*Per Council, $1.5 million of ARPA award has been designated as grant match funding source; ARPA funds budgeted in General Fund, so will XFR funds to Capital Reserve account as grants are completed via interfund reimbursement process.*
Grant Revenue - WVDOH TAP-I grant Augustine Avenue Trail Design	*$ 81,448*	*$ -*	*$ 81,448*	*$ -*	*$ -*	$ -	$ -	*Design grant expected to be complete by close of FY23*
Grant Revenue - WVDOH TAP-II grant Augustine Avenue Trail Construction	*$ -*	*$ -*		*$ 560,000*		$ 560,000	$ 560,000	*Design grant expected to be complete by close of FY23; will include FY24 TAP grant on construction once award details concrete and City commits to project in FY24 ($560K grant with $140K match)*
Grant Revenue - CDS _ Senator Capito Grant Augustine Avenue Trail Construction	*$ -*	*$ -*		*$ -*	*$ 1,400,000*	$ 1,400,000	$ -	*Trail Completion*
Grant Revenue - COPS Grant		*$ -*	*$ -*	*$ 400,000*	*$ -*	$ 400,000	$ 400,000	*PD Equipment Grant of $400K; will update number once award details provided (stretching $400K over X amount of award years)*
Grant Revenue - EARMARK - Liberty Street Flooding		*$ -*	*$ -*	*$ 375,000*	*$ -*	$ 375,000	$ 375,000	*Senator Earmark to mediate Liberty Street Flooding; requires $75Kmatch; will include the grant in revenues once award details concrete and City commits to project in FY24*
Grant Revenue - TAP George St Sidewalk		*$ -*	*$ -*	*$ 511,229*	*$ -*	$ 511,229	$ 511,229	*TAP Grant for the construction of George St Sidewalk; requires $127Kmatch; will include the grant in revenues once award details concrete and City commits to project in FY24*
Grant Revenue - LWCF JMP Pool		*$ -*	*$ -*	*$ -*	*$ 250,000*	$ 250,000	$ -	*LWCF Grant for the renovation of JMP Pool; requires $250K match; will include the grant in revenues once award details concrete and City commits to renovations in FY24*
Grant Revenue - LWCF SKATE PARK	*$ 5,480*	*$ 5,480*	$ 5,480	$ -	$ -	$ -	$ -	All funds received from SkatePark grant; project completed and reimbursed fully as of October 2022

Grant Revenue - Stormwater CBIG		$ -	$ -				$ -	$ -	State grant received for Liberty Street stormwater improvement design work; waiting on potential grants to fund design install and construction
Grant Revenue RCVBLE - NPS First Free School / Star Lodge		$ -	$ -	$ -	$ -	$ -	$ -	$ -	NPS grant for First Free School / Star Lodge Renovations ; work completed, funds received January 2023
State Grant - First Free School Roof		$ -	$ -				$ -	$ -	State Grant for First Free School Roof Work (rcvd funding in FY22)
Receivables							$ -	$ -	
Total Revenues		**$ 3,467,292**	**$ 3,518,554**	**$ 1,779,641**	**$ 4,561,157**	**$ 1,650,000**	**$ 6,211,157**	**$ 4,561,157**	

EXPENDITURES	*Priority*	*FY 2023*			*FY 2024*				*NOTES*
		APPROVED	*REVISED 17 Jan 2023*	*ACTUAL THRU 31 Mar 2023*	*PROPOSED*	*PENDING*	*TOTAL*	*TOTAL (less pending funds)*	
Liberty Street Flooding Mitigation - Grant Match	1	$ -	$ -	$ -	$ 305,774	$ -	$ 305,774	$ 305,774	$680,774 Est Construction Cost - Grant = $375K; Match = $93,750; Balance = $212,024 Match + Balance = $304,774
Sidewalk Improvements - George Street - Grant Match	1	$ -	$ -	$ -	$ 127,807	$ -	$ 127,807	$ 127,807	$639,036 Est Construction Cost - Grant = $511,229; Match = $127,807
Augustine Avenue Trail Design & Construction	1	$ 25,000	$ 25,000	$ 88,888	$ 29,000	$ -	$ 29,000	$ 29,000	Phase II design (Total = $145,000; Grant = $116,000 - Funded through WVDOT; City Match = $29,000). Anticipate design completion FY23/FY24.
Augustine Avenue Trail Construction - TAP II Grant	1	$ -	$ -	$ -	$ 140,000	$ -	$ 140,000	$ 140,000	Construction - 1 (Total = $700,000; Grant = $560,000 - Funded through WVDOT; City Match = $140,000). 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
Pool Renovation - Water & Land Conservation Grant	1	$ -	$ -	$ -	$ 250,000	$ 250,000	$ 250,000	$ -	Land & Water Conservation Grant for Pool House renovation = $250,00; City Match = $250,000 Total Pool renovation estimated at $2,500,000.
Technology Upgrades	1	$ 100,000	$ 100,000	$ 130,945	$ -	$ 105,000	$ 105,000	$ -	Staff to develop a more detailed equipment replacement plan; FY24 Requests are $100K for general upgrades, $5K for vacant structure software
Vehicles & Outfitting's	1	$ 125,000	$ 288,800	$ 239,319	$ 67,500	$ -	$ 67,500	$ 67,500	FY24 Vehicles purchased in FY23; funding requested: $54,500 for equipment covered under DOJ COPS EQUIP grant, $13,000 for Vehicle Labor and Graphics Cost not covered by DOJ grant
Basic Stormwater Improvements	1	$ 50,000	$ 50,000	$ -	$ 25,000	$ 25,000	$ 25,000	$ -	ACKNOWLEDGED IMPROVEMENT LOCATIONS - Install new sidewalk drain in 200 block of W. Washington (design completed - JW project); fix Paradise Alley storm drain; design improvements for 100 block of Shutter St; 400 block of S. Samuel, and culvert at 4th and Hunter
Security Fence / Shop Improvements	1	$ 25,000	$ 25,000	$ -	$ 45,000	$ 45,000	$ 45,000	$ -	Install perimeter fence along Evitts Run to improve lack of security of City Asset
City Hall Renovations	1	$ 125,000	$ 125,000	$ -	$ 50,000	$ 50,000	$ 50,000	$ -	Planning and design fees for City Hall renovations (none of FY23 appropriation spent on design services yet); FY24 proposed amount to fund space and feasability study for current and future needs of all City buildings
General Infrastructure Improvements	1	$ -	$ -	$ 9,900	$ 30,000	$ 30,000	$ 30,000	$ -	FY22 expense - Brooke Street Sinkhole remediation; FY24 includes City Hall security upgrades ($25K) and minor City Hall renovation for additional office spaces to accommodate CDD staff ($5K)
Finance Software Upgrades	2		$ -	$ -	$ -	$ 80,000	$ 80,000	$ -	Current Finance Software (Incode 9) will become incompatible with continually updated windows platforms in near term future; requesting funding to upgrade to Incode 10 or pursue new software.
Equipment	2	$ 56,000	$ 56,000	$ 38,070	$ 108,112	$ 108,112	$ 108,112	$ -	funding requested: $81,600 for equipment covered under DOJ COPS EQUIP grant ($13.6K for pursuit stop stick, $34K for trauma kits, $34K for ballistic shields), $5,512 for taser not covered by DOJ grant, $21,000 in reserve funding for future FY equipment purchases
Street Paving / Improvements	2	$ 300,000	$ 300,000	$ 301,834	$ 300,000	$ 300,000	$ 300,000	$ -	FY24 Paving expenses anticipated at $300K; will have better estimation once bid process starts

Mordington Avenue Sidewalk Design	2		$ -	$ -	$ 110,000	$ 110,000	$ 110,000	$ -	CDD REQUEST Design and fund construction documents of Mordington Ave sidewalk from S George St to S West St. Also exploring Grant Opportunities
Equipment Purchases	2	$ 52,500	$ 52,500	$ -	$ 235,000	$ 235,000	$ 235,000	$ -	Leaf Vacuum & Box - $85,000; Tractor/Backhoe - $100,000; and: Maintenance Truck - $50,000;
Pool Renovation	2	$ -	$ -	$ -	$ 2,700,000	$ 2,700,000	$ 2,700,000	$ -	CDD REQUEST: engineering costs and construction of new pool, renovations of poolhouse
Public Arts District	3	$ 10,000	$ 10,000	$ 6,500	$ 100,000	$ 100,000	$ 100,000	$ -	CDD REQUEST $100K for wayfinding signage implementation phase 1 cost (3 years of phases) (request related to 2023 CTNOW ARPA Request)
City Hall Vehicles	3	$ -	$ -	$ -	$ 45,000	$ 45,000	$ 45,000	$ -	CDD REQUEST: to purchase additional vehicle for code enforcement/building inspection staff, but Chevy Trax available for use currently
Parking Meters	3	$ 5,000	$ 5,000	$ -	$ -	$ -	$ -	$ -	Replace parking meters in the downtown parking district
Charles Street Flooding & Arts District Design	3	$ 75,000	$ 75,000	$ -	$ 50,000	$ 50,000	$ 50,000	$ -	Matching funds for pending? green infrastructure grant to begin planning and redesign ; CDD REQUEST $50k General improvements Charles St
Equipment Purchases CONT.	3				$ 250,000	$ 250,000	$ 250,000	$ -	Maintenance Supervisor Requests: WANTS Street Sweeper $250000
Amenities & Replacements / Park Upgrades	3	$ 50,000	$ 50,000	$ -	$ 40,000	$ 40,000	$ 40,000	$ -	CDD REQUEST: Master planning for parks; plan/design additional tennis/pickleball court; install disc golf; picnic tables; pavilion repair, etc.
Master Park Planning	3	$ 50,000	$ 50,000	$ -	$ 75,000	$ 75,000	$ 75,000	$ -	CDD REQUEST: Undertake formal master planning effort for parks system (Depot District?), including identifying new parks, ball fields, and other needs (tennis, pickleball, disc golf, etc.)
Walking Bridges at Happy Retreat and Evitts Run Park	3	$ 25,000	$ 25,000	$ -	$ 25,000	$ 25,000	$ 25,000	$ -	Design for Evfitts Run Foot Bridge
Skate Park	3			$ -	$ 40,000	$ 40,000	$ 40,000	$ -	Grant project completed in FY22 - CDD REQUEST for additions to skate park
Depot Park Land Acquisition	3				$ 360,000	$ 360,000	$ 360,000	$ -	CDD REQUEST: Funds to purchase Depot Park land if available in FY24 from APUS
TOTALS	3	**$ 1,073,500**	**$ 1,237,300**	**$ 815,457**	**$ 5,508,193**	**$ 5,023,112**	**$ 5,693,193**	**$ 670,081**	
BALANCE		**$ 2,393,792**	**$ 2,281,254**	**$ 964,184**	**$ (947,036)**	**$ (3,373,112)**	**$ 517,964**	**$ 3,891,076**	

Charles Town Capital Budget Departmental Requests - Wants



Department: Community Development Division

Budget Year: 2024

WANTED Capital Purchases Ranked by Priotity	Item Description	Estimated Cost	Details on Request (reason for purchase, project period, benefit, useful life, etc.)
Vehicles and/or Equipment:			
#1Building Official Vehicle	Suv/Truck	$45K	to allow for the Building Official/inspector to have her own vehicle and prevent use of personal vehicle while the Code Enforcement uses the current city ve
#2			
#3			
#4			
#5			
Projects/Committee Priorities:			
#1Park Upgrades	Happy Retreat/Skate Park	$65K	Additions to Skate Park - trail paint/design around park; Installation of 2 footbridges at 1) Happy Retreat and 2) Evitts Run to promote trail connectivity.
#2Mordington Avenue	Sidewalk Design	$110K	Design and provide construction documents needed for Mordington Avenue sidewalk from S. George to S. West Street
#3			
Technology/Software:			
#1			
#2			
#3			
Land/Building Upgrades:			
#1 Wayfinding Implementation	Signage	$100K	1st year $100K toward Wayfinding implementation - to be phased over 3 years.
#2 Arts/Culture Distrcit - S. Charles	S. Charles St	$50K	S. Charles Street improvements
#3			
Other:			

Please return the completed request form for your department's desired capital expenditures (purchases over $5,000) to the Finance Department for processing and consideration at the City Council budget discussion.

Department Head Signature

1-30-23

Date Submitted

Charles Town Capital Budget Departmental Requests - NEEDS



Department: Community Development

Budget Year: 2024

Needed Capital Purchases Ranked by Priotity	Item Description	Estimated Cost	Details on Request (reason for purchase, project period, benefit, useful life, etc.
Vehicles and/or Equipment:			
#1			
#2			
#3			
#4			
#5			
Projects/Committee Priorities:			
#1 Parks and Rec	Pool - Engineering docs/construct	2.7 m	Compile engineering docs for pool and pool house and fund construction of new pool and poolhouse renovation.
#2 Parks and Rec	Master Parks Plan/Study	$75K	Secure firm to generate a master parks plan for all City-owned parkland.
# Parks Amenities & Upgrades		$40K	Pavilion repair; routine park maintenance;
Technology/Software:			
#1 Vacant Structures software		$5K	Software to manage/track vacant properties and Code Enforcement properties.
#2			
#3			
Land/Building Upgrades:			
#1 City Hall P&Z Renovation	Office partition/divider	$5K	Utilize the maintenance staff to renovate Building Official's office space and build out 2 separate spaces to accommodate Code Enforcement and B.O
#2 Depot Park Land Acquisition		$360K	Funds to purchase the Depot Park land if it becomes available in 2024 to purchase from APUS/APEI.
#3			
Other:			
Nuisance Property storage	Store subject's nuisance property	$15K	This will be the third year storing the items associated with the Witteried's nuisance case that is in continued litigation.

Please return the completed request form for your department's necessary capital expenditures (purchases over $5,000) to the Finance Department for processing and consideration at the City Council budget discussion.

Department Head Signature

1-30-23

Date Submitted

Charles Town Capital Budget Departmental Requests - Wants



Department: Maintenance

Budget Year: 2024

WANTED Capital Purchases Ranked by Priotity	Item Description	Estimated Cost	Details on Request (reason for purchase, project period, benefit, useful life, etc.)
Vehicles and/or Equipment:			
#1 Street Sweeper	unit sweeps the Streets	$250,000	Current unit has a lot of hours on it and is constantly down for Repairs
#2			
#3			
#4			
#5			
Projects/Committee Priorities:			
#1			
#2			
#3			
Technology/Software:			
#1			
#2			
#3			
Land/Building Upgrades:			
#1 Maintenance Facility	indoor shop	$120,000	Current Shop is n't climate controlled and lacks storage ↳ New facility on current property if possible
#2			
#3			
Other:			

Please return the completed request form for your department's desired capital expenditures (purchases over $5,000) to the Finance Department for processing and consideration at the City Council budget discussion.

John J Wyzonzett
Department Head Signature

1-26-23
Date Submitted

Charles Town Capital Budget Departmental Requests - NEEDS



Department: Maintenance

Budget Year: 2024

Needed Capital Purchases Ranked by Priotity	Item Description	Estimated Cost	Details on Request (reason for purchase, project period, benefit, useful life, etc.
Vehicles and/or Equipment:			
#1 Leaf vac + Box	Picksup leaves	$85000	Current unit was built in the 60's and is unreliable
#2 Tractor/back hoe	Digsholes-Yardwaste	$100,000	Current unit is warn out
#3 Pick up truck	Transport-SpreadingSalt	$50 000	Bed in current truck has a large hole in it from Rust
#4			
#5			
Projects/Committee Priorities:			
#1			
#2			
#3			
Technology/Software:			
#1			
#2			
#3			
Land/Building Upgrades:			
#1			
#2			
#3			
Other:			

Please return the completed request form for your department's necessary capital expenditures (purchases over $5,000) to the Finance Department for processing and consideration at the City Council budget discussion.

John J. Wyons II
Department Head Signature

1-26-23
Date Submitted

Charles Town Capital Budget Departmental Requests - NEEDS



Department: Operations/City Hall

Budget Year: FY24

Needed Capital Purchases Ranked by Priority	Item Description	Estimated Cost	Details on Request (reason for purchase, project period, benefit, useful life, etc.
Vehicles and/or Equipment:			
#1 None Expected			
#2			
#3			
#4			
#5			
Projects/Committee Priorities:			
#1 Stormwater Project	Liberty Street Project Match	$350,000	Earmark Funds recieved will require the City's Match Expected to be completed in FY24
#2 Asphalt Maintenance	Continued Asphalt Maint. Project	$300,000	Continued project funded at a similar level to the FY23 expendature
#3			
Technology/Software:			
#1 IT Upgrades	Continued IT Investment	$100,000	Workstation Replacement, Software Upgrades, Security Upgrades, Phone System Upgrade
#2			
#3			
Land/Building Upgrades:			
#1 Security Upgrades	City Hall Security	25000	Camera system and Access Control for existing facility
#2			
#3			
Other:			

Please return the completed request form for your department's necessary capital expenditures (purchases over $5,000) to the Finance Department for processing and consideration at the City Council budget discussion.

Department Head Signature

1-24-23
Date Submitted

Charles Town Capital Budget Departmental Requests - Wants



Department: Operations/City Hall

Budget Year: FY 24

WANTED Capital Purchases Ranked by Priotity	Item Description	Estimated Cost	Details on Request (reason for purchase, project period, benefit, useful life, etc.)
Vehicles and/or Equipment:			
#1 None Expected			
#2			
#3			
#4			
#5			
Projects/Committee Priorities:			
#1			
#2			
#3			
Technology/Software:			
#1 Finance Software Upgrade	Incode 10 Upgrade	80,000	Current software will become incompatable with continually updated windows platforms in the next few years.
#2			
#3			
Land/Building Upgrades:			
#1 City Hall	Renovation of Existing Facility	50,000	Initial Step for this item would be a space and facility use study to determine current and future needs. This request funds the study.
#2			
#3			
Other:			

Please return the completed request form for your department's desired capital expenditures (purchases over $5,000) to the Finance Department for processing and consideration at the City Council budget discussion.

Department Head Signature

1-24-23
Date Submitted

Breanna Andrews

From: Chris Kutcher
Sent: Thursday, January 26, 2023 9:33 AM
To: Breanna Andrews
Cc: Bob Trainor
Subject: FY24 CIP Request
Attachments: RE: Funding for Charles Town PD / April 10 deadline; CTPD_Budget_CIP_FY23.xlsx; FY24 Vehicle Purchase Request_rmt_.pdf

Breanna,

Please see the attached CIP plan for the PD. Need to update current CIP Plan with Mayor, you and Matt Ward to reflect DOJ grand funds received and any purchases in FY24-FY27.

400K DOJ Grant Equipment FY24:

Pursuit Stop Sticks	$13,600	
AED and First Aid/Trauma Kits		$34,000
Ballistic Shields	$34,000	
Vehicle Equipment (Lights, Radios, Computer mounts, Cameras, etc.)	$54,500 (2) 2023 Chev Tahoe - See attached FY24 Vehicle Purchase Request for current equipment pricing. I don't believe DOJ grant will cover labor and graphics costs. If DOJ grant falls through then we will need to find another funding source such Capital or Seizure funds in FY24 to equip vehicles.	

Build the remaining money into CIP Plan "Vehicles" for equipment FY25-FY27.

FY24 City Pays for Labor and Equipment cost:

Vehicle Labor and Graphics Cost for the above vehicles $13,000
Taser $551
2
Other equipment (BWC, Transfer Station, Portable Radio, Weapons, Lidar Laser, Radar, etc.) $21,000 - CIP Plan calls for setting money aside each year to make future purchases from FY23-FY27. Not sure if this is happening from previous years. Idea of setting money aside is so we don't have to come up with large sums to make some of these purchases in the future.)

Seizure Account FY23 Payment for Outfitting below vehicle:

1 Unmarked 2023 Tahoe PPV $16,500
(Not figured in to the DOJ grant/Replacement vehicle.)

Let me know if you have questions…

Thanks,

Christopher A. Kutcher
Chief of Police
Charles Town Police Department
661 South George Street, Suite 100
Charles Town, WV 25414
Phone: (304)725-2714
Email: ckutcher@charlestownwv.us

Finance Commitee
101 East Washington Street
Charles Town, WV 25414

Meeting: 05/02/23
Department: Finance Commitee
Category: Revision
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

FY 2023 General Fund Revision #3

ATTACHMENTS:

- FY23 Operating Budget (v17.0) - Balances thru March 31 2023 with Proposed Revision #3.pdf

the city of Charles Town, WV

FY 23 GENERAL FUND BUDGET Balances thru 03/31/2023
Proposed Revision #3 - Finance Committee Meeting
Version 17

	REVENUES	FY22 Revised	FY22 Thru June 30,2022	FY 23 Revised 1/17/23	Balances Thru March 31, 2023	FY23 Proposed Revision #3	
1	Carryover	$ 419,851	$ 419,851	$ 2,226,685	$ 2,226,685	$ 2,226,685	$1,010,022 of Carryover is unencumbered ARPA Revenue Funds from FY22 tranche transfer that must be allocated/expensed/budgeted to department 975 (General Government). True carryover is $1,216,663, $716,663 higher than anticipated - $634,233 higher collections in B&O is a large chunk of excess carryover.
2	Taxes Ad Valorem	$ 1,246,119	$ 1,235,279	$ 1,305,380	$ 1,254,711	$ 1,305,380	FY2022 Reduced Levy Rate of 12.30 for Class I property; FY2023 Levy rate of 11.83 for Class I property.
3	Supplemental Taxes	$ 25,000	$ 26,220	$ 25,000	$ 26,759	$ 28,000	
4	Tax Loss Restoration	$ -	$ 890	$ -	$ 297	$ -	
5	Interest as Penalty - Ad Valorem	$ 9,500	$ 8,708	$ 9,500	$ 5,317	$ 9,500	
6	Gas & Oil Severance Tax	$ 11,000	$ 37,998	$ 12,000	$ -	$ 12,000	Distributed in October of the following fiscal year
7	Utility Tax	$ 250,000	$ 246,464	$ 250,000	$ 159,255	$ 200,000	
8	B&O Tax	$ 750,000	$ 1,384,233	$ 1,100,000	$ 759,947	$ 1,100,000	Increased to reflect new contractor payments for Washington Landing ($350k) expected during FY23. Not recurring after that date. New developments, like TJP, came online in FY22. - $287,584 as of 1/12/2023
9	Liquor Tax	$ 10,000	$ 23,477	$ 10,000	$ 11,972	$ 15,000	State law change substantially reduced collections in FY20 (i.e. only establishments in city boundaries)
10	Animal Control Tax	$ 1,800	$ 1,617	$ 1,800	$ 1,585	$ 1,800	
11	Hotel/Motel Tax	$ 135,000	$ 183,960	$ 125,000	$ 128,670	$ 155,000	Collections tracked higher in FY21 and continuing into FY22 due to repayment plan with local Hotel.
12	Court Cost Fees	$ 300,000	$ 244,667	$ 250,000	$ 184,508	$ 250,000	Declining trend reflected in FY23 estimate
13	Parking Violations	$ 20,000	$ 37,590	$ 30,000	$ 21,840	$ 30,000	Revised based on new program details and current year performance.
14	Business Licenses	$ 25,000	$ 21,387	$ 20,000	$ 21,263	$ 20,000	Concerning trend down (compliance or number of businesses?)
15	Building Permits	$ 200,000	$ 248,671	$ 150,000	$ 327,119	$ 450,000	Building activity increasing/expected to remain strong; FY22 includes major subdivision/residential developments, as well as general home improvements and new home builds related to housing market.
16	Franchise Tax	$ 65,000	$ 79,800	$ 80,000	$ 36,729	$ 80,000	Second cable franchisee expected to enter the market in FY22
17	Interstate/International Registration Plan	$ 55,000	$ 69,604	$ 60,000	$ 42,120	$ 60,000	
18	Emergency Service Fees	$ 1,500	$ 1,672	$ 1,600	$ 1,143	$ 1,600	Revenue from utility bills for EMS (5 cents)
19	Parks & Rec Fees	$ 1,500	$ 1,672	$ 1,600	$ 1,143	$ 1,600	Revenue from utility bills for parks and recreation (5 cents)
20	Parking Meters	$ 70,000	$ 43,227	$ 50,000	$ 37,981	$ 50,000	Based on new program details - including permits;
21	Rent and Concession Revenue	$ 60,000	$ 56,988	$ 60,000	$ 37,631	$ 50,000	CTUB rental of 661 space ($30k total); CW Hall and Rouss Hall rentals (approximately $10K); and increased to reflect collections from "sales percentages" built into existing leases
22	Zoning Fees	$ 5,000	$ 26,410	$ 7,500	$ 24,316	$ 30,000	
23	Street Fees	$ 100,000	$ 130,434	$ 125,000	$ 89,108	$ 125,000	Revenue from utility bills for street improvements ($4 per month); pending fee decision from Council
24	State Gov't Grants	$ 6,000	$ 5,940	$ 6,000	$ 5,940	$ 6,000	Could be substantially higher with aggressive strategy for ARPA funds
26	Federal Grants	$ 15,000	$ -	$ 15,000	$ -	$ 15,000	Could be substantially higher with aggressive strategy for ARPA funds
27	Contributions from Other Funds (Sales Tax)	$ 1,557,615	$ 1,557,615	$ 1,000,000	$ 1,000,000	$ 1,000,000	Ordinance requires payment of debt first (payments to BC are rent payments in PD and CH budgets); Propose revising down the contribution by $400,000 due to excess carryover, and allowing Sales Tax Fund to build reserves until needed in future.

28	Contributions from Other Funds (ARPA Grant)	$ 1,332,522	$ 1,332,522	$ 1,332,522	$ 1,332,523	$ 1,332,523	With Council's election to take the standard revenue loss allowance of up to $10 million for the City's full ARPA award of $2.67 million, this line item is to capture the second tranche transfer to General Fund. Previous tranche funding was used to payout community grant awards approved at June 2022 meeting, excess funds held in General Government services expense line item until funding is encumbered. - 2nd tranche funding XFRD in January 2023
29	Transfers from Rainy Day Fund	$ -	$ -	$ -	$ -	$ -	
30	Special Events	$ -	$ -	$ -	$ 14,826		Carshow, Special Activity Permits, Christmas,
31	Gaming Income	$ 250,000	$ 260,183	$ 225,000	$ 173,245	$ 225,000	Revised down slightly to reflect current collections and recent trends
32	Interest Income - Operating Acct	$ 3,000	$ 10,768	$ 10,000	$ 23,946	$ 30,000	
33	Misc. Reimbursements	$ 100,000	$ 97,836	$ 100,000	$ 80,112	$ 100,000	SRO reimbursement of $60k; crossing guards; misc. police reimbursements; etc.;
34	Insurance Claims	$ -	$ 3,248	$ -	$ 23,290	$ 24,000	
35	Refunds and Rebates	$ -	$ 3,844	$ -	$ 100	$ 100	
36	Filing Fees	$ -	$ -	$ -	$ 300		
37	Video Lottery	$ 650,000	$ 782,893	$ 625,000	$ 574,634	$ 700,000	$648K through April
38	Miscellaneous Rev	$ 35,000	$ 50,334	$ 35,000	$ 34,042	$ 37,500	Special permit fees; CW event revenue, miscellaneous revenue; sale of assets, etc.
39	**Total Revenues**	**$ 7,710,407**	**$ 8,636,004**	**$ 9,249,587**	**$ 8,663,053**	**$ 9,671,688**	
40							
42	**DEPARTMENT LINE ITEMS**		**FY22**				**NOTES AND EXPLANATIONS**
43	**Economic Development - 402**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
44	Training	$ -	$ -	$ -	$ -	$ -	
45	Travel	$ -	$ -	$ -	$ -	$ -	
46	Professional Services	$ 3,000	$ -	$ -	$ -	$ -	Allocate unspent Economic Development funds to P&Z for DownTown Coord. Travel
47	**Total Economic Development**	**$ 3,000**	**$ -**	**$ -**	**$ -**	**$ -**	
48							
49	**Federal Grants - 403**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
53	Professional Services	$ -	$ -	$ -	$ -	$ -	Expenses included in city hall budget for grant writing services.
54	Departmental Supplies	$ -	$ -	$ -	$ -	$ -	
55	**Total Federal Grants**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
56							
57	**Mayor's Office - 409**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	
58	Salary	$ 12,500	$ 12,500	$ 12,500	$ 9,375	$ 12,500	
59	FICA	$ 1,000	$ 956	$ 1,000	$ 717	$ 1,000	
60	Telephone	$ 800	$ -	$ -	$ -		
61	Travel	$ 1,500	$ 1,681	$ 2,000	$ 707	$ 1,750	WVML Participation, etc.
62	Training & Education	$ 1,000	$ 570	$ 1,000	$ 34	$ 750	WVML Participation, etc.
63	Advertising/Legal Publications	$ -	$ -	$ -	$ -	$ -	
64	Insurance & Bonds	$ 500	$ 911	$ 500	$ 703	$ 1,000	
65	Departmental Supplies	$ 200	$ 2,109	$ 200	$ -	$ 200	
66	Contracted Services	$ -	$ -	$ -	$ -	$ -	
67	Contributions	$ 2,000	$ -	$ 2,000	$ -	$ 2,000	Funding for Mayor's Community Sponsorship Program
68	**Total Mayor's Office**	**$ 19,500**	**$ 18,728**	**$ 19,200**	**$ 11,536**	**$ 19,200**	

42	DEPARTMENT LINE ITEMS		FY22				NOTES AND EXPLANATIONS
69							
70	**Council - 410**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
71	Salaries	$ 32,200	$ 33,967	$ 34,800	$ 26,100	$ 34,800	Two seats remain at $2400, other six at $5000
72	FICA	$ 2,600	$ 2,598	$ 2,700	$ 1,996	$ 2,700	
73	Travel	$ 500	$ 462	$ 3,000	$ 1,444	$ 3,000	More interest in training and travel from current Council
74	Advertising/Legal Publications	$ -	$ -	$ -	$ -	$ -	
75	Training & Education	$ 2,000	$ 3,125	$ 3,000	$ 1,828	$ 3,000	More interest in training and travel from current Council
76	Professional Services	$ -	$ -	$ -	$ -	$ -	
77	Insurance & Bonds	$ 3,200	$ 2,376	$ 3,200	$ 1,956	$ 3,200	Travelers insurance;
78	Departmental Supplies	$ 500	$ 1,017	$ 1,000	$ 533	$ 1,000	
79	**Total Council**	**$ 41,000**	**$ 43,545**	**$ 47,700**	**$ 33,858**	**$ 47,700**	
80							
81	**City Manager - 412**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
82	Salaries	$ 175,000	$ 141,128	$ 195,530	$ 139,060	$ 237,500	$217K through April due to CM severance pay of $68.3K and $4K in monthly staff stipends for additional duties
83	FICA	$ 12,300	$ 10,705	$ 14,500	$ 9,599	$ 17,000	Additional $2.5k proposed for tax expenses related to severance pay
84	Group Insurance	$ 12,000	$ 7,706	$ 12,000	$ 3,946	$ 8,000	
85	Retirement	$ 15,700	$ 14,525	$ 15,100	$ 10,705	$ 13,000	
86	OPEB	$ 4,300	$ 731	$ 2,500	$ 1,345	$ 2,500	
87	Telephone	$ 300	$ 330	$ 500	$ 115	$ 500	
88	Travel	$ 2,000	$ 4,138	$ 1,500	$ 5,701	$ 6,000	Relocation Expenses for CM Barkley
89	Advertising and Postage	$ 300	$ 2,244	$ 300	$ -	$ 2,500	Advertising Expense for vacancy
90	Training & Education	$ 1,500	$ 438	$ 1,500	$ -	$ -	WV Municipal League
91	Dues & Subscriptions	$ 1,500	$ 1,194	$ 1,500	$ 127	$ 500	ICMA and WVML fees
92	Professional Services	$ 250	$ 524	$ 250	$ -	$ 250	
93	Insurance & Bonds	$ 13,000	$ 13,722	$ 15,000	$ 9,809	$ 15,000	
94	Contracted Services	$ -	$ 25	$ -	$ -	$ -	
95	Departmental Supplies	$ 750	$ 169	$ 500	$ 321	$ 500	
96	Auto Supplies	$ 100	$ 70	$ 100	$ -	$ -	
97	**Total City Manager**	**$ 239,000**	**$ 197,648**	**$ 260,780**	**$ 180,728**	**$ 303,250**	
98							
99	**Treasurer - 413**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
100	Salaries	$ 140,783	$ 138,793	$ 160,300	$ 124,291	$ 169,000	To accommodate Accounting Clerk III and Finance Director increase in salaries
101	FICA	$ 10,600	$ 10,536	$ 11,600	$ 9,782	$ 12,000	
102	Group Insurance	$ 13,000	$ 20,522	$ 20,000	$ 16,345	$ 20,000	
103	Retirement	$ 13,800	$ 14,208	$ 13,600	$ 11,377	$ 13,600	
104	OPEB Other	$ 2,200	$ 2,207	$ 12,000	$ 2,587	$ 6,350	
105	Special Emergency Pay	$ -	$ -	$ -	$ -		
106	Telephone	$ 100	$ -	$ 100	$ -	$ 100	
107	Travel	$ 1,000	$ -	$ 1,000	$ -	$ -	
108	Advertising/Legal Publications	$ 1,500	$ 1,172	$ 1,000	$ 860	$ 1,500	Increased advertising costs for for FY24 NPH Levy Increase
109	Training & Education	$ 1,500	$ 288	$ 6,000	$ 1,585	$ 2,500	Leadership Jefferson, GFOA training, graduate studies
110	Dues & Subscriptions	$ 200	$ 191	$ 300	$ 318	$ 450	Adobe, GFOA

42	DEPARTMENT LINE ITEMS		FY22				NOTES AND EXPLANATIONS
111	Professional Services	$ 1,500	$ 1,151	$ 1,500	$ 1,900	$ 2,000	CWH Trial Balance Prep Services, Police Pension Annual Report Services
112	Audit Costs	$ 65,000	$ 64,200	$ 40,000	$ 25,500	$ 42,000	SINGLE AUDIT COST INCREASE, COMPILATION COST INCREASE EXPECTED
113	Insurance & Bonds	$ 15,000	$ 10,872	$ 14,000	$ 8,517	$ 12,000	
114	Contracted Services	$ -	$ -	$ -	$ -	$ -	
115	Departmental Supplies	$ 1,500	$ 1,295	$ 1,500	$ 576	$ 1,500	
116	Auto Supplies	$ -	$ -	$ 100	$ -	$ -	
117	**Total Treasurer**	**$ 267,683**	**$ 265,434**	**$ 283,000**	**$ 203,639**	**$ 283,000**	**Internal Revision Only**
118							
119	**Court Clerk - 415**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
120	Salaries	$ 58,000	$ 51,261	$ 57,767	$ 41,965	$ 57,767	Municipal Court Clerk position
121	FICA	$ 4,100	$ 3,892	$ 4,200	$ 3,210	$ 4,200	
122	Group Insurance	$ 10,700	$ 11,120	$ 10,700	$ 8,095	$ 10,700	
123	Retirement	$ 5,300	$ 5,245	$ 4,900	$ 3,733	$ 4,900	
124	OPEB	$ 2,000	$ 894	$ 3,000	$ 1,234	$ 3,000	
125	Special Emergency Pay	$ -	$ -	$ -	$ -	$ -	
126	Travel	$ 1,500	$ 268	$ 1,500	$ -	$ 1,500	Court clerk training
127	Advertising and Postage	$ 500	$ 440	$ 700	$ 465	$ 700	
128	Training & Education	$ 500	$ 555	$ 750	$ 540	$ 750	State and National Court Clerk's Association
129	Dues & Subscriptions	$ 100	$ -	$ 100	$ -	$ 100	Election and Municipal Clerk membership dues
130	Professional Services	$ 100	$ -	$ 100	$ -	$ 100	
131	Insurance & Bonds	$ 3,000	$ 4,479	$ 4,000	$ 3,170	$ 4,000	
132	Contracted Services	$ 250	$ 25	$ -	$ 25	$ -	
133	Departmental Supplies	$ 750	$ 423	$ 1,000	$ 536	$ 1,000	
134	**Total Court Clerk**	**$ 86,800**	**$ 78,602**	**$ 88,717**	**$ 62,972**	**$ 88,717**	
135							
136	**Police Judges - 416**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
137	Salaries	$ 21,900	$ 18,662	$ 32,000	$ 19,112	$ 30,700	Two Municipal Court judges; two magistrates; two prosecuting attorneys; and extra $1k for special judge
138	FICA	$ 1,700	$ 1,428	$ 2,400	$ 1,462	$ 2,400	
142	Special Emergency Pay	$ -	$ -	$ -	$ -	$ -	
143	Travel	$ 500	$ -	$ 500	$ -	$ 500	WV State mandated annual training for magistrates
144	Training & Education	$ 500	$ -	$ 500	$ -	$ 500	WV State mandated annual training for magistrates
145	Dues and Subscriptions	$ 100	$ -	$ 100	$ -	$ 100	
146	Professional Services	$ 2,100	$ 1,558	$ 2,100	$ -	$ 2,100	Reduced because professional services now in salaries line item.
147	Insurance	$ 1,000	$ 1,607	$ 1,200	$ 1,799	$ 2,500	
148	Special Emergency Expense	$ -	$ -	$ -	$ -	$ -	
149	Departmental Supplies	$ -	$ -	$ -	$ -	$ -	
150	**Total Police Judges**	**$ 27,800**	**$ 23,254**	**$ 38,800**	**$ 22,373**	**$ 38,800**	**Internal Revision Only**
151							
152	**City Attorney - 417**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
153	Professional Services	$ 225,000	$ 212,494	$ 200,000	$ 133,481	$ 200,000	Cost for outside legal counsel thru February 2023

42	DEPARTMENT LINE ITEMS		FY22				NOTES AND EXPLANATIONS
154	**Total Attorney**	**$ 225,000**	**$ 212,494**	**$ 200,000**	**$ 133,481**	**$ 200,000**	
155							
156	**Regional Dev Authority - 435**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
157	Dues & Subscriptions	$ 2,000	$ 1,946	$ 3,600	$ 3,524	$ 3,600	Fee increasing in FY23 per Region 9
158	**Total Regional Dev. Authority**	**$ 2,000**	**$ 1,946**	**$ 3,600**	**$ 3,524**	**$ 3,600**	
159							
160	**Building Inspections - 436**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
161	Salaries	$ 35,389	$ 35,086	$ 34,900	$ 23,059	$ 23,500	Part-time Building Code Inspector - retired as of 12/29/2022; residual funding to be rolled over to P&Z salary
162	FICA	$ 2,700	$ 2,664	$ 2,700	$ 1,764	$ 1,800	
163	Group Insurance	$ 400	$ 62	$ 400	$ 56	$ 60	
164	Retirement	$ 3,500	$ 3,599	$ 3,140	$ 2,053	$ 2,100	
165	Telephone	$ 1,100	$ 344	$ 1,000	$ 81	$ 100	
166	Travel	$ 500	$ -	$ 500	$ -	$ -	
167	R&M to Auto	$ 500	$ -	$ 500	$ -	$ -	
168	Advertising	$ -	$ -	$ -	$ -	$ -	
169	Training & Education	$ 500	$ -	$ 500	$ -	$ -	Training to maintain licensing/accreditation; conference registrations
170	Dues & Subscriptions	$ 500	$ -	$ 6,500	$ -	$ -	WV Building Officials annual dues; Adobe subscription; MyPermit Now licensing fees (new in FY23), etc.
171	Professional Services	$ 500	$ -	$ 500	$ -	$ -	
172	Insurance & Bonds	$ 3,000	$ 2,747	$ 3,000	$ 1,962	$ 3,000	
173	Departmental Supplies	$ 500	$ -	$ 500	$ 85	$ 500	
174	Auto Supplies	$ 500	$ -	$ 500	$ -	$ -	Gas, oil, tires
175	Uniform	$ -	$ -	$ -	$ -	$ -	
176	**Total Building Inspections**	**$ 49,589**	**$ 44,502**	**$ 54,640**	**$ 29,061**	**$ 31,060**	
177							
178	**Planning & Zoning - 437**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
179	Salaries	$ 202,800	$ 175,930	$ 292,475	$ 185,669	$ 292,169	Permits Technician; Code/Building Inspector; Economic Development/Downtown Coordinator; Community Development Director and City Planner
180	FICA	$ 15,200	$ 13,220	$ 21,200	$ 14,204	$ 21,200	
181	Group Insurance	$ 13,000	$ 26,131	$ 26,000	$ 18,390	$ 26,000	
182	Retirement	$ 19,800	$ 17,955	$ 24,950	$ 16,438	$ 24,950	
183	OPEB	$ 7,000	$ 3,397	$ 10,000	$ 4,451	$ 10,000	
184	Special Emergency Pay	$ -	$ -	$ -	$ -		
185	Telephone	$ 300	$ 290	$ 700	$ 53	$ 700	
186	Travel	$ 3,000	$ 1,671	$ 4,000	$ 3,521	$ 5,000	State planning conference, Main Street conference; building inspection training -
187	Postage	$ 500	$ 904	$ 750	$ 656	$ 1,250	Increase for Public Hearing Notice mailings
188	Repair and Maintence - Equipment	$ -		$ -	$ -	$ -	
189	Advertising/Legal Publications	$ 3,000	$ 1,026	$ 3,000	$ 3,189	$ 4,500	

42	DEPARTMENT LINE ITEMS		FY22				NOTES AND EXPLANATIONS
190	Training & Education	$ 2,500	$ 895	$ 4,000	$ 1,499	$ 4,000	State planning conference, Main Street conference; building inspection training - rolling over $1,500 from Economic Development budget for DownTown Coordinator conference travel
191	Dues & Subscriptions	$ 1,500	$ 2,200	$ 1,500	$ 3,593	$ 5,000	APA annual dues; National Trust; Adobe subscriptions; Main Street
192	Professional Services	$ 20,000	$ 2,650	$ 5,000	$ 2,267	$ 5,000	
193	Insurance & Bonds	$ 12,000	$ 14,989	$ 15,000	$ 15,584	$ 21,000	
194	Contracted Services	$ 20,000	$ 29,661	$ 15,000	$ 33,087	$ 50,000	Increase funding for Kimley Horn engineering services; Comp plan implementation, VSB demolitions; etc. ; COST IS OFFSET BY ZONING FEE REVENUE
195	Contracted Services - City Trees	$ 12,000	$ 6,152	$ 12,000	$ -		
196	Departmental Supplies	$ 3,500	$ 5,023	$ 4,000	$ 4,308	$ 6,000	
197	**Total Planning and Zoning**	**$ 336,100**	**$ 302,094**	**$ 439,575**	**$ 306,910**	**$ 476,769**	**$23.5k Building Inspector budget rollover**
198	**Total City Bldg Inspection and P&Z**	**$ 385,689**	**$ 346,596**	**$ 494,215**	**$ 335,971**	**$ 507,829**	
199							
200	**Elections - 438**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
201	Advertising	$ -	$ -	$ 750	$ 89	$ 750	Elections in spring of 2021 and 2023; includes funding for special charter election in FY23
202	Contracted Services	$ -	$ -	$ 10,000	$ -	$ 10,000	
203	Departmental Supplies	$ -	$ -	$ 10,000	$ -	$ 10,000	
204	**Total Elections**	**$ -**	**$ -**	**$ 20,750**	**$ 89**	**$ 20,750**	
205							
206	**City Hall - 440**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
207	Salaries	$ 151,694	$ 154,525	$ 115,000	$ 99,079	$ 115,000	Funds Operations Director - now vacant position
208	FICA	$ 12,600	$ 12,179	$ 12,300	$ 8,344	$ 12,300	
209	Group Insurance	$ 12,000	$ 22,361	$ 22,000	$ 12,286	$ 15,000	Decrease due to vacancy
210	Retirement	$ 16,400	$ 15,855	$ 14,500	$ 9,773	$ 11,000	
211	OPEB	$ -	$ 1,788	$ 5,000	$ 2,900	$ 5,000	
212	Telephone	$ 20,500	$ 21,391	$ 22,000	$ 16,255	$ 22,500	Server based phone system
214	Utilities	$ 18,700	$ 20,682	$ 19,000	$ 15,101	$ 21,000	Water, sewer, electric
215	Travel	$ 500	$ 316	$ 500	$ 481	$ 500	
216	R&M Building & Grounds	$ 1,000	$ 1,097	$ 1,500	$ 2,623	$ 3,000	
217	R&M Equipment	$ 2,000	$ 878	$ 2,000	$ 137	$ 2,000	Equipment rentals required for city hall maintenance
218	R&M Auto	$ 1,000	$ -	$ 1,000	$ -	$ 1,000	Maintenance of city hall vehicles
219	Postage	$ 5,000	$ 2,982	$ 3,500	$ 1,755	$ 3,500	
220	Building & Equipment Rental	$ 263,700	$ 245,810	$ 240,125	$ 202,137	$ 250,000	Annual rent for CH ($120); monthly for CW Hall ($16,667 per month; and CTUB portion of 661 S. George $2,500); another $10k for equipment rental - INCREASE DUE TO NEW PRINTER RENTALS THAT BOAST HIGHER COST
221	Training and Education	$ 500	$ 600	$ 500	$ 300	$ 500	
222	Advertising/Legal Publications	$ 3,500	$ 4,900	$ 5,000	$ 2,471	$ 5,000	
223	Dues & Subscriptions	$ 2,500	$ 6,193	$ 4,000	$ 2,994	$ 4,000	Various publication subscriptions
224	Audit Costs	$ -		$ -	$ -	$ -	Audit fees included in the Treasurer's budget
225	Professional Services	$ 2,000	$ 3,150	$ 2,000	$ 2,813	$ 3,000	
226	Insurance & Bonds	$ 20,000	$ 12,759	$ 15,000	$ 9,001	$ 15,000	Estimate maintained based on additional staff in this budget category

42	DEPARTMENT LINE ITEMS		FY22				NOTES AND EXPLANATIONS
227	Contracted Services	$ 60,000	$ 58,942	$ 70,000	$ 43,736	$ 70,000	Cleaning; grant/consulting services; etc.; $10k Granicus licensing fees (new in FY23)
228	Bank Charges	$ 4,000	$ 15,684	$ 20,000	$ 16,448	$ 27,000	Fees related to acceptance of credit cards and online payments; additional $7k funding proposed to cover charges associated with increased MyGovOnline payment activity
229	Other Fees/Taxes	$ 1,200	$ 1,694	$ 1,500	$ 1,253	$ 1,500	
230	Departmental Supplies	$ 12,000	$ 9,029	$ 11,000	$ 6,710	$ 11,000	
231	Other Contributions	$ -	$ -	$ -	$ -	$ -	
232	Special Emergency Expense	$ -	$ 11,180	$ -	$ 4,680	$ 5,000	Additional building cleanings, ceased at end of calendar year 2022
	Software	$ -	$ -	$ -	$ 7,022	$ 10,000	MyPermitNow monthly fees
233	Auto Supplies	$ -	$ -	$ 500	$ -	$ -	Oil, Gas
234	**Total City Hall**	**$ 610,794**	**$ 623,996**	**$ 587,925**	**$ 468,300**	**$ 613,800**	
235							
236	**Contributions/Transfers - 444**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
237	Contributions - "But For" Donations	$ 60,000	$ 60,000	$ 60,000	$ -	$ 60,000	Annual But-For Donations issued January/February of each year; discuss change in process or funding level?
238	Contributions - Revive Grant	*$ 40,000*	$ 10,000	$ 38,500	$ 8,500	$ 38,500	FIP and REVIVE grant historically funded out of CIP, but expense is moving to FY2023 General Operating budget to reflect ongoing and not capital expenses. Revive Grant & FIP were budgeted together for FY22, breaking out line items to accommodate individual budgets for each program in FY23; FY22 Revive Grant award winers who have not yet received their funding ($18,500 of funding) proposed to rollover so that fund payouts do not impact potential FY23 awardees.
239	*Contributions - Façade Improvement Program*	*$ 40,000*	*$ 11,500*	$ 20,000	$ 10,377	$ 20,000	FIP and REVIVE grant historically funded out of CIP, but expense is moving to FY2023 General Operating budget to reflect ongoing and not capital expenses. Revive Grant & FIP were budgeted together for FY22, breaking out line items to accommodate individual budgets for each program in FY23. *This expense does not factor into carryover, as expense was paid out directly from CIP funds before decision to move expense to Operating budget in FY23.*
240	*Contributions - Homeless Solutions*	*$ 25,000*	*$ -*	$ 25,000	$ -	$ 25,000	Homelessness Solutions historically funded out of CIP, but expense is moving to FY2023 General Operating budget to reflect ongoing and not capital expenses.
241	*Contributions - Sidewalk Improvement Program*	*$ 40,000*	*$ -*	$ 20,000	$ 5,000	$ 20,000	SIP grant historically funded out of CIP, but expense is moving to FY2023 General Operating budget to reflect ongoing and not capital expenses.
242	*Contributions - Nuisance Property Expenses*	*$ 50,000*	*$ 23,993*	$ 50,000	$ 15,600	$ 50,000	Nuisance Property Expenditures historically funded out of CIP, but expense is moving to FY2023 General Operating budget to reflect ongoing and not capital expenses. *This expense does not factor into carryover, as expense was paid out directly from CIP funds before decision to move expense to Operating budget in FY23.*
243	Contribution - Community ARPA Awards	$ 322,500	$ 322,500	$ -	$ -	$ -	Council Approved ARPA grant payouts for community grant requests - Currently advertising second round of community grant fundings, will need to do revision once ARPA Community payouts are approved with a solid total $ amount needed to fund said payouts

42	DEPARTMENT LINE ITEMS		FY22				NOTES AND EXPLANATIONS
244	Transfers to Capital Reserve	$ 892,500	$ 1,182,030	$ 742,500	$ 759,551	$ 742,500	FY21 - just street and gaming/lottery transfer. FY22 to date just street and gaming/lottery transfer. FY23 budget transfer includes lottery money (gaming and video) and street fee collections to capital budget (less donations, FIP/Revive, homeless, SIP, nuisance, and parks supplemental).
245	**Total Contributions/Transfers**	**$ 1,470,000**	**$ 1,574,530**	**$ 956,000**	**$ 799,028**	**$ 956,000**	
246							
247	**Parking - 571**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
248	Salaries	$ 33,503	$ 33,011	$ 34,100	$ 25,540	$ 34,100	
249	FICA	$ 2,600	$ 2,504	$ 2,600	$ 1,954	$ 2,600	
250	Group Insurance	$ 12,000	$ 11,026	$ 11,000	$ 6,065	$ 11,000	
251	Retirement	$ 3,300	$ 3,349	$ 3,100	$ 2,226	$ 3,100	
252	OPEB	$ 2,600	$ 894	$ 1,500	$ 623	$ 1,500	
253	Special Emergency Pay		$ -	$ -	$ -	$ -	
254	Utilities	$ 1,000	$ 1,024	$ 1,000	$ 818	$ 1,000	
255	R&M Equipment	$ 3,000	$ -	$ 3,000	$ -	$ 1,500	Additional internal mechanisms in FY21 and maintained funding in FY22; June 30, be able to eliminate after new meters are installed via CIP
256	Advertising/Legal Publication	$ -	$ -	$ -	$ -	$ 1,500	Advertising January and April position vacancy
257	Postage and Printing	$ 100	$ 116	$ 800	$ -	$ 800	New parking brochure;
258	Building & Equipment Rental	$ 1,700	$ 1,700	$ 1,700	$ 1,700	$ 1,700	Rental fee for parking lot at the Legion; confirm final year of payment
259	Insurance & Bonds	$ 3,000	$ 2,614	$ 3,000	$ 1,917	$ 3,000	
260	Contracted Services	$ -		$ 800	$ -	$ 800	
261	Departmental Supplies	$ 4,000	$ 1,866	$ 6,000	$ 2,591	$ 5,000	Parking application software services fee and other departmental expenses
262	Uniforms	$ 1,000	$ -	$ 500	$ 573	$ 1,500	
263	**Total Parking**	**$ 67,803**	**$ 58,105**	**$ 69,100**	**$ 44,006**	**$ 69,100**	**Internal Revision Only**
264							
265	**Contingencies - 699**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
266	Other Contributions	$ 340,014	$ 26,420	$ 429,433	$ -	$ 383,433	Decrease by $46,000 to accomodate City Manager salaries cost (severance payment, $4K monthly stipends) and $4k Fireworks contribution; amount reported to SAO is $932,203 as we can't report a surplus or deficit legally, so any overages must be budgeted in Contingencies. . (Notes - Per SAO local government division budgeting guide, Contingencies line item cannot exceed 10% of total budget)
267	**Total Contingencies**	**$ 340,014**	**$ 26,420**	**$ 429,433**	**$ -**	**$ 383,433**	
268							
269	**Police Department - 700**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
270	Salaries	$ 1,282,710	$ 1,178,043	$ 1,336,995	$ 966,668	$ 1,336,995	DISTRIBUTING FY2023 COLA OF 5.8% PREVIOUSLY CAPTURED IN CONTINGENCIES LINE ITEM Chief, 14 officers; 1 SRO; and 2 admin staff; includes shift differential; longevity; uniform; and holiday/overtime (all other overtime is in separate line item); does not include additional staffing based on police study yet, those recommendations are captured in contingencies
271	FICA	$ 32,300	$ 29,730	$ 32,500	$ 25,312	$ 35,000	To accommodate higher tracking expense

42	DEPARTMENT LINE ITEMS		FY22				NOTES AND EXPLANATIONS
272	Group Insurance	$ 130,000	$ 128,536	$ 125,000	$ 85,813	$ 125,000	
273	Retirement	$ 140,700	$ 128,644	$ 114,000	$ 93,315	$ 120,000	To accommodate higher tracking expense
274	Police Pension	$ 80,000	$ 57,558	$ 75,000	$ 49,051	$ 60,000	Lower contribution amounts, per the actuarial study provided by MPOB
275	Overtime	$ 141,900	$ 93,297	$ 138,000	$ 90,833	$ 138,000	Includes court/investigations/events/training/etc;
276	OPEB	$ 31,500	$ 13,444	$ 40,000	$ 29,023	$ 40,000	
277	Special Emergency Pay		$ 502	$ -	$ -	$ -	
278	Telephone	$ 40,000	$ 45,955	$ 48,000	$ 33,913	$ 48,000	4 cell phones; in car wifi/CAD; internet; fax; office phones
279	Utilities	$ 36,000	$ 40,453	$ 45,000	$ 24,711	$ 45,000	Electric/power; cable/Comcast; water and sewer, etc.
280	Travel	$ 2,500	$ 4,387	$ 7,500	$ 1,851	$ 5,000	CALEA accreditation, in-service training (16 sworn), Perdmin
281	R&M Building & Grounds	$ 2,500	$ 3,650	$ 2,000	$ 177	$ 2,000	
282	R&M Equipment	$ 5,000	$ 275	$ 5,000	$ -	$ 3,000	In-car and body cameras; zebra printers; fire safety; etc.
283	R&M Auto	$ 32,500	$ 32,642	$ 32,500	$ 29,895	$ 40,000	23 +/- vehicles to keep operational; auto service (oil changes, tire rotations, wipers, normal wear and tear), etc. ; higher auto expenses
284	Postage	$ 1,000	$ 925	$ 1,500	$ 839	$ 1,500	Capias letters, parking late/boot notices, error notirces in traffic tickets, certified mail for evidence submission, etc.
285	Building & Equipment Rental	$ 93,800	$ 97,452	$ 97,500	$ 80,650	$ 100,000	Building rent calculated at $7,892 per month (another $2,500 per month is paid by CTUB and accounted for in the city hall budget); balance is for copier, which is at a higher rental rate with new equipment etc.
286	Advertising/Legal Publications	$ 4,000	$ 5,438	$ 10,000	$ 3,750	$ 10,000	Legal notices, asset forfeiture notices; officer vacancy advertising, additional $5k proposed.
287	Training & Education	$ 7,500	$ 16,490	$ 12,000	$ 8,000	$ 12,000	16 in-service hours (16 sworn = 256 hours)+ 8 hours supervisory (6 sworn = 48 hours); CALEA accreditation manager's training; Defense Tactics instructor, baton instructor, new detective crime scene management; tuition reimbursement
288	Dues & Subscriptions	$ 2,000	$ 3,857	$ 2,000	$ 638	$ 2,000	WV Chief Association; IACP, Journal, NASRO, NRA (weapons instructor = $600 year);
289	Professional Services	$ 10,000	$ 11,397	$ 7,500	$ 550	$ 6,300	Miscellaneous legal services; hiring assistance for vacancies (physicals, drug tests, psych exams), additional $2.5k proposed; etc.
290	Insurance & Bonds	$ 100,000	$ 100,832	$ 110,000	$ 73,546	$ 100,000	Travelers
291	Contracted Services	$ 40,000	$ 40,094	$ 40,000	$ 27,799	$ 40,000	Alarm monitoring; cleaning; generator; pest control; etc; increased for new facility;
293	Departmental Supplies	$ 25,000	$ 16,737	$ 32,500	$ 13,307	$ 32,500	Office supplies; etc.; additional funds for ammunition (qualification 2 times per year; 9mm, .223, slug, bird shot); etc.; additional $2.5k funding for police hiring testing materials propsed
294	Special Emergency Expense		$ 6,628	$ -	$ 3,125	$ 3,200	Additional building cleanings, ceased at end of calendar year 2022
295	Auto Supplies	$ 50,000	$ 59,083	$ 50,000	$ 40,837	$ 57,500	Gas and tires only
296	**Computer Software**	$ -	$ -	$ 23,700	$ 12,666	$ 23,700	Placeholder for CAD maintenace; CALEA and PowerDMS, Guardian, PD website; $2500 for Report Beam (City's share); Police One Academy $1800; $3700 for body camera software licenses(bt)
297	Uniforms	$ 10,000	$ 11,364	$ 12,000	$ 6,948	$ 13,500	Class A, BDU shirst; collar pins, badges, rank insignia, jackets, bullistic vests, (does not include uniform for any net new positions).
298	**Total Police Dept**	**$ 2,300,910**	**$ 2,127,413**	**$ 2,400,195**	**$ 1,703,217**	**$ 2,400,195**	**Internal Revision Only**
299							
300	**Police-Special Duty Crossing Guard - 704**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**

42	DEPARTMENT LINE ITEMS		FY22				NOTES AND EXPLANATIONS
301	Salaries	$ 23,000	$ 22,209	$ 23,000	$ 20,513	$ 25,000	Funding for 6 crossing guards; costs reimbursed by BOE semi-annually
302	FICA	$ 1,800	$ 1,699	$ 1,800	$ 1,569	$ 2,000	
303	Advertising/Legal Publications	$ 100	$ -	$ -	$ -	$ -	
304	Insurance & Bonds	$ 1,500	$ 1,735	$ 1,500	$ 1,246	$ 1,750	
305	Departmental Supplies	$ 250	$ 45	$ 150	$ 92	$ 500	Stop signs
306	Uniforms	$ 500	$ 61	$ 300	$ 125	$ 300	Reflective jackets and vests
307	**Total Police - Special Duty Crossing Guard**	**$ 27,150**	**$ 25,749**	**$ 26,750**	**$ 23,546**	**$ 29,550**	
308	**Total Police and Crossing Guards**		**$ 2,153,162**	**$ 2,426,945**	**$ 1,726,762**	**$ 2,429,745**	
309							
310	**Dog Warden - 707**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
311	Contributions	$ 1,800	$ 1,617	$ 1,800	$ -	$ 1,800	City passes along the dog tag fees to the County at end of the fiscal year
312	**Total Dog Warden**	**$ 1,800**	**$ 1,617**	**$ 1,800**	**$ -**	$ 1,800	
313							
314	**Streets - 750**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
315	Salaries	$ 220,342	$ 202,293	$ 224,650	$ 175,671	$ 226,000	DISTRIBUTING FY2023 COLA OF 5.8% PREVIOUSLY CAPTURED IN CONTINGENCIES LINE ITEM - Includes maintenance supervisor and three crew members
316	FICA	$ 14,600	$ 15,073	$ 16,300	$ 13,439	$ 18,000	
317	Group Insurance	$ 40,000	$ 18,250	$ 35,000	$ 13,176	$ 22,500	
318	Retirement	$ 19,100	$ 20,461	$ 19,100	$ 15,518	$ 21,050	
319	OPEB	$ 8,800	$ 1,887	$ 8,000	$ 3,477	$ 8,000	
320	Special Emergency Pay	$ -		$ -	$ -	$ -	
322	Telephone	$ 4,000	$ 2,125	$ 3,500	$ 918	$ 3,500	Field staff equipped with cell phones
323	Utilities	$ 100,000	$ 94,982	$ 100,000	$ 74,889	$ 100,000	Electric (street lights), water, sewer, and internet
324	Travel	$ 1,500	$ -	$ 1,500	$ -	$ 1,500	Maintain certifications; other skill enhancement training as required/proposed
325	R&M Buildings & Grounds	$ 15,000	$ 9,353	$ 15,000	$ 6,655	$ 13,300	General maintenance of city buildings.
326	R&M Equipment	$ 10,000	$ 16,866	$ 15,000	$ 17,338	$ 25,000	Primary Expense is Street Sweeper repairs
327	R&M Auto	$ 5,000	$ 4,400	$ 7,500	$ 5,217	$ 7,500	Regular maintenance of department vehicles.
328	Building & Equipment Rental	$ 2,000	$ -	$ 2,000	$ -	$ 250	Equipment rented as required to maintain various city buildings.
329	Advertising/Legal Publications/Postage	$ 500	$ -	$ 500	$ -	$ 250	Spring and Fall Cleanup. Additional city sponsored projects as required.
330	Training & Education	$ 2,000	$ 1,050	$ 1,000	$ -	$ 1,000	Maintain certifications; other skill enhancement training as required/proposed
331	Dues & Subscriptions	$ 500	$ 188	$ 500	$ 138	$ 500	
332	Professional Services	$ 100		$ 100	$ 220	$ 300	
333	Insurance & Bonds	$ 18,000	$ 16,890	$ 19,000	$ 12,036	$ 19,000	
334	Contracted Services	$ 40,000	$ 39,170	$ 50,000	$ 21,738	$ 45,000	4-yr snow average is just over $33,100 (update for last year); recent high of $106,900 in FY14; additional $50k for snow held in reserve in the contingency account (699).
335	Departmental Supplies	$ 15,000	$ 22,272	$ 15,000	$ 4,351	$ 15,000	
336	Special Emergency Expense	$ -		$ -	$ -	$ -	
337	Auto Supplies	$ 20,000	$ 24,333	$ 20,000	$ 17,109	$ 25,000	Other city vehicle maintenance.
338	Uniforms	$ 9,000	$ 8,400	$ 9,000	$ 7,193	$ 10,000	
339	**Total Streets**	**$ 545,442**	**$ 497,991**	**$ 562,650**	**$ 389,082**	**$ 562,650**	**Internal Revision Only**
340							

42	DEPARTMENT LINE ITEMS	FY22					NOTES AND EXPLANATIONS
351	**Visitor's Center - 901**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
352	Utilities	$ 3,000	$ 3,659	$ 3,000	$ 3,005	$ 4,500	Utilities are for Rouss Hall, where Visitors Center is currently located.
353	R&M Building & Grounds	$ -	$ -	$ -	$ -	$ -	
354	Contracted Services	$ 1,000	$ -	$ 1,000	$ -	$ -	
355	Contributions	$ 75,000	$ 85,900	$ 62,500	$ 69,741	$ 85,000	Includes half of hotel/motel collections (FY21 significantly higher than $43k estimate). Another $18k in in-kind services provided as rent space in CW hall (non-cash expense).
356	**Total Visitor's Center**	**$ 79,000**	**$ 89,559**	**$ 66,500**	**$ 72,747**	**$ 89,500**	
357							
358	**Fairs/Festivals - 903**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
364	Postage	$ -	$ -	$ -	$ -	$ -	
365	Travel Expenses	$ -		$ -	$ -	$ -	
366	Printing	$ -	$ -	$ -	$ -	$ -	
367	Bldg & Equip Rental	$ -	$ 986	$ -	$ -	$ -	
368	Advertising/Legal Publications	$ -	$ 1,566	$ -	$ 687	$ -	Advertising Events
369	Contracted Services	$ -	$ 10,830	$ -	$ 5,603	$ -	
370	Departmental Supplies	$ 30,000	$ 13,212	$ 30,000	$ 12,086	$ 30,000	
371	Contributions	$ 2,500	$ 2,700	$ 5,000	$ 3,300	$ 5,000	Car show contribution
372	**Total Fairs/Festivals**	**$ 32,500**	**$ 29,295**	**$ 35,000**	**$ 21,677**	**$ 35,000**	
373							
374	**Transfers - 960**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
375	Transfers Out - Primarily Parks & Rec	$ 117,500	$ 128,400	$ 100,000	$ 107,241	$ 126,500	$37.5K in annual contribution, $85K for Hotel Tax, $4K for County Fireworks event
376	**Total Transfers**	**$ 117,500**	**$ 128,400**	**$ 100,000**	**$ 107,241**	**$ 126,500**	
377							
378	**General Government - 975**	**FY22 Revised**	**Thru June 30,2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	**Notes and Explanations**
379	Contributions	$ 1,010,022	$ -	$ 2,342,544	$ -	$ 2,342,544	**Unencumbered ARPA grant funding absorbed by General Fund due to revenue loss allowance. Balance of first tranche transfer, less community grant payouts, will be held in the General Government expense item until encumberance occurs (at the recommendation of WVSAO staff). FY22 unencumbered funding of $1,010,022 plus FY23 second tranche transfer of $1,332,522.**
380	**Total General Government**	**$ 1,010,022**		**$ 2,342,544**	**$ -**	**$ 2,342,544**	
381							
382		**FY22 Revised**	**FY22 Thru June 30, 2022**	**FY 23 Revised 1/17/23**	**Balances Thru March 31, 2023**	**FY23 Proposed Revision #3**	
383	**Total Expenses**	**$ 7,900,407**	**$ 6,371,320.43**	**$ 9,034,659**	**$ 4,617,013**	**$ 9,122,918**	
384							
387	**Surplus or Deficit**	$ (190,000)	$ 2,264,683	$ 214,928	$ 4,046,040	$ 548,770	

Finance Commitee
101 East Washington Street
Charles Town, WV 25414

Meeting: 05/02/23
Department: Finance Commitee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

Parks and Recreation Budget Discussion

ATTACHMENTS:

- Parks & Rec Budget Discussion - 5 year analysis.pdf

Parks & Rec Fund Analysis

	FY2019	FY2020	FY2021	FY2022	FY2023
Revenues					
Pool	$ 34,001	$ 13,974	$ 13,486	$ 34,599	$ 27,040
Admissions	*$ 15,474*	*$ 8,403*	*$ 6,462*	*$ 17,706*	*$ 8,882*
Concessions	*$ 2,507*	*$ 1,861*	*$ 1,159*	*$ 3,044*	*$ 1,588*
Rentals	*$ 5,260*	*$ 3,684*	*$ 400*	*$ 3,592*	*$ 3,010*
Passes	*$ 3,645*	*$ 25*	*$ 2,990*	*$ 3,503*	*$ 350*
Lifeguard Certs	*$ 900*	*$ -*	*$ 2,475*	*$ -*	*$ -*
Swim Lessons	*$ 6,215*	*$ -*	*$ -*	*$ 6,753*	*$ 13,211*
Tennis	$ 18,616	$ 4,745	$ 1,000	$ 9,459	$ 12,080
Tennis Reg -Youth	*$ 12,227*	*$ 60*	*$ -*	*$ -*	*$ -*
Tennis Reg - Junior	*$ 669*	*$ -*	*$ 340*	*$ 780*	*$ 420*
Tennis Lessons	*$ 906*	*$ 645*	*$ -*	*$ 7,523*	*$ 9,925*
Tennis Sale Items	*$ 807*	*$ 48*	*$ 660*	*$ 1,156*	*$ 1,735*
USTA	*$ 4,007*	*$ 3,992*	*$ -*	*$ -*	*$ -*
Contributions	$ 110,503	$ 77,667	$ 104,480	$ 129,618	$ 123,113
Annual Contribution	*$ 62,500*	*$ 42,500*	*$ 42,500*	*$ 42,500*	*$ 37,500*
Hotel/Motel Tax	*$ 44,241*	*$ 32,567*	*$ 58,400*	*$ 82,318*	*$ 80,113*
General Donation	*$ 3,762*	*$ 2,600*	*$ 3,580*	*$ 3,000*	*$ 3,500*
Ott Donation	*$ -*	*$ -*	*$ -*	*$ 1,800*	*$ 2,000*
Misc Revenue	$ 4,181	$ 3,633	$ 4,222	$ 3,774	$ 3,341
Pavillion Rental	*$ 3,925*	*$ 1,275*	*$ 4,025*	*$ 3,525*	*$ 3,075*
Interest on Accounts	*$ 256*	*$ 319*	*$ 197*	*$ 186*	*$ 264*
Misc Revenue	*$ -*	*$ 2,039*	*$ -*	*$ 63*	*$ 2*
Total	**$ 167,301**	**$ 100,019**	**$ 123,188**	**$ 177,450**	**$ 165,574**
Expenditures					
Salaries & Taxes	$ 56,938	$ 36,937	$ 25,309	$ 60,133	$ 59,712
Telephone	$ 1,006	$ 1,458	$ 1,489	$ 1,039	$ 642
Utilities	$ 14,257	$ 8,821	$ 6,419	$ 8,950	$ 8,900
Repairs/Maintenance	$ 6,607	$ 5,519	$ 11,005	$ 7,879	$ 2,684
Advertising	$ 236	$ 292	$ 54	$ 148	$ 442
Training	$ 1,525	$ 1,220	$ 329	$ -	$ -
Insurance & Bonds	$ 4,926	$ 3,964	$ 5,952	$ 4,628	$ 1,977
Contracted Services	$ 48,073	$ 44,505	$ 42,311	$ 47,500	$ 36,669
Fees/Taxes	$ 791	$ 924	$ 131	$ 168	$ 131
Supplies	$ 14,606	$ 3,873	$ 16,503	$ 19,361	$ 10,986
Uniforms	$ 350	$ -	$ -	$ 400	$ 820
Capital Improvements	$ -	$ -	$ -	$ 18,900	$ -
Total	**$ 149,315**	**$ 107,513**	**$ 109,503**	**$ 169,104**	**$ 122,964**
Balance	***$ 17,987***	***$ (7,494)***	***$ 13,686***	***$ 8,345***	***$ 42,610***

Cash Balance @ 6/30	*$ 53,848*	*$ 21,273*	*$ 55,949*	*$ 68,826*	*$ 95,769*

Finance Commitee
101 East Washington Street
Charles Town, WV 25414

Meeting: 05/02/23
Department: Finance Commitee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

Red Line: Travel Policy - Purchase Card Use and Per Diem Issuance

Per the Finance Committee feedback at the April 4 meeting, the Finance Director is providing a red-lined version of the travel expense policy found in the employee handbook reflecting the proposed language updates.

ATTACHMENTS:

- Travel Policy Red Lined 05-01-2023.pdf

4.11 **Travel Expenses**
The purpose of this policy is to define employee travel rules and the authority for incurring and approving travel expenses.
Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved City business trips. City travel is limited to business activities for which other means of communication are inadequate and for which prior approval of the employee's supervisor has been received.

Personal Vehicles
All employees using their own vehicle for City business must maintain insurance coverage as required by law and a valid driver's license. Travel between the employee's home and primary office is not considered to be City business.
Employees are not authorized to use personal vehicles for City business travel without written authorization from the City Manager. Employees will be reimbursed for personal vehicle use at the standard IRS mileage rate. The City Manager or his/her designee must authorize any deviation from this policy.

Travel Expenses
The City Council sets parameters on the expenditure of City funds to ensure that public funds are spent in an appropriate manner. Advance written approval from your supervisor is required before travel arrangements are made. The City pays a per diem rate for meals and incidental expenses and the actual amounts incurred for all other appropriate expenses when employees are on travel assignments. The per diem rate for meals and incidental expenses will be based on the current US General Services Administration (GSA) rate schedule for the destination at the time of travel. Any travel that requires lodging that is more costly than the pre-approved GSA rate must receive written approval from the City Manager or his/her designee before scheduling the lodging. The employee must demonstrate that lodging in the area is not available at or below the pre-approved GSA rate. Employees may receive an advance payment of the per diem for meals and incidentals with the approval of the supervisor at least one week prior to the date of travel. If any portion of the travel is cancelled or postponed after the employee has received an advance for per diem, the proportional share of per diem resulting from the cancellation or postponement must be repaid to the City within two weeks of the original travel date. Should there be a need for emergency travel for employees, the one week minimum per diem request period is not applicable. When possible, the City shall accommodate the approved emergency travel advance per diem payment request up to 48 hours prior to the date of travel. In the event that the advanced per diem payment request cannot be processed by the employee's date of travel, the employee shall be required to keep all receipts related to meals and incidental expenses. The City shall reimburse the employee for all actual meals and incidental expenses, not to exceed the GSA per diem allowance rates for the travel location and date. City purchase/credit cards shall not be used for meals and incidental expenses.

If you have any questions about appropriate expenses covered by the City, please discuss with the City Manager or his/her designee. Examples of typical expenses include the following:
• Airline tickets.
• Meals and incidentals.
• Lodging.
• Car rental, bus, taxi, parking.

• Associated gratuities.
• Other expenses necessary to achieve the business purposes.

Family Members
The City will pay the travel expenses of spouses or other family members only when their presence is deemed necessary to the business purpose of the trip and when approved in advance in writing by the City Manager.

4.12 **Business Expenses**
The purpose of this policy is to define approved non-travel employee business expenses and the authority for incurring and approving such expenses.
Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes.
If you have any questions regarding approved expenses or the authority to incur such expenses, please discuss with the City Manager or his/her designee.
Technical and Training Seminars/Conferences
The City pays for expenses associated with attendance at work related classes and seminars that enhance job-related skills. Prior written approval must be obtained from the employee's supervisor. Please note that the City will not pay the employee the per diem meal rate for meals that are included as part of the conference, seminar, or training session.
Employee Reporting
Employees are to report their approved expenses on the standard Expense Report Form and must include a description of the expense, its business purpose, date, place, and the participants.
4.13 **Use of City Credit and Purchase Cards**
Every employee in the possession of a City credit or purchase card will adhere to the strictest guidelines of responsibility for the proper protection and use of that card.
Employees must adhere to all relevant rules, regulations, and policies established for the use of such cards by the City and the WV State
Auditor's office. City card purchases under $250 do not require prior approval. City card purchases over this amount must receive prior approval from your supervisor or the City Manager.
All sales receipts generated by use of the City's card must be turned in monthly to the accounting department using the appropriate P-Card accounting form.
City cards are not to be used for personal reasons. Use of the City card is restricted to approved, business-related expenses.
Any unauthorized purchases made with a City card will be the cardholder's responsibility. Any such purchase will be reimbursed to the City by the employee within 30 days.
Lost or stolen City cards must be reported immediately to your supervisor. Failure to follow this policy may result in disciplinary action up to and including termination. Infractions are also subject to other discipline as outlined in the WV Auditor's program rules.

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Finance Commitee
101 East Washington Street
Charles Town, WV 25414

SCHEDULED

Meeting: 05/02/23
Department: Finance Commitee
Category: Information Only
Initiator:

AGENDA ITEM (ID #)

Account Balances as of March 31, 2023

Attached are the account and investment totals through March 31, 2023

ATTACHMENTS:

- Copy of Account Balances - March 31, 2023 .xlsx

City of Charles Town Bank and Investment Accounts
As of March 31, 2023

Revised: May 1, 2023

Account	Fund	December 31, 2022 Account Balance	March 31, 2023 Account Balance	Near-Term Expenditures	UNRESTRICTED FUNDS Unencumbered Balance	RESTRICTED FUNDS Unencumbered Balance	Comments
Charles Town Building Commission	Bldg Commission	$ 164,134	$ 154,617	$ -	$ -	$ 154,617	Near-term expenditures (i.e. debt service) are paid from the BC fund and directly reimbursed through monthly lease payments from General Fund. Other funds restricted to BC purposes.
Residual Fund	Residual	$ 620,121	$ 625,353	$ -	$ 625,353	$ -	Savings account/emergency fund for the city. No planned expenditures.
Sales Tax	Sales Tax	$ 2,560,064	$ 2,688,812	$ -	$ 2,688,812	$ -	$1 million committed to debt service (CWH and Annex reimb) and general operating costs for fiscal year 2023
Federal Equitable Fund	Investigative	$ 93,052	$ 93,179	$ -	$ -	$ 93,179	Funds restricted for limited police activities per DOJ guidelines.
General Fund	General	$ 4,675,030	$ 5,472,671	$ 3,972,671		$ 1,500,000	General fund for operations; assumes complete draw down in near-term. $1.5 million ARPA funding held in General Fund for grant matching
Coal Severance Tax Revenue Fund	Coal Severance	$ 112,026	$ 119,327	$ -	$ -	$ 119,327	Special revenue fund used for select projects; saving for longer-term park project.
CWH Landlord, LLC	CWH Landlord	$ 630,401	$ 631,464	$ 125,000	$ 506,464	$ -	Unrestricted revenues from the sale of federal historic tax credits; near-term expenditures are to begin design of city hall renovations.
American Rescue Plan Account	ARPA Fund	$ 8,733	$ 8,883	$ -	$ 8,883	$ -	Funds from the 2021 American Rescue Plan Act; both tranches have been transferred to the General Fund as of 01/06/2023 to execute the Standard Allowance Revenue Loss Replacement election Council made in April 2022. Balance is banking interest generated since account inception.
Housing Rehab Program	CDBG	$ 63,342	$ 63,479	$ -	$ -	$ 63,479	Funds restricted to housing rehab services.
Investigation Account - CTPD	Investigative	$ 36,009	$ 43,897	$ -	$ -	$ 43,897	Funds for police use -- Federal Equitable Recorded unde separate bank account
Employees Fund CTPD	Employees Fund	$ 961	$ 962	$ -	$ -	$ 962	Funds for police use
Capital Reserve Fund	Capital Reserve	$ 2,299,201	$ 2,471,724	$ 708,585	$ 1,763,139	$ -	Near term funding for capital projects approved in FY23 CIP budget (minus capital expenses already paid, and repaving expenses paid from other account).
Summit Broker Buster - Repaving	Capital Reserve	$ 868,121	$ 909,148		$ -	$ 909,148	Savings account for future road resurfacing projects; all street improvements budgeted for FY2023 have been paid
EPA/RLF Fund	Capital Reserve	$ 53,037	$ 174,340	$ -	$ 174,340	$ -	EPA project completed but account remains open because it is a depository for federal overtime funds for drug task force (those funds later transferred to GRF) and is used to manage cash flow for reimbursable grants.
Board of Park & Recreation	Parks & Rec	$ 73,440	$ 88,640	$ 88,640	$ -	$ -	Operating account for the city's parks programs
Board of Park & Recreation - CIP	Parks & Rec	$ 2,938	$ 4,541		$ -	$ 4,541	Account dedicated to Parks & Rec Donations/Contributions for future Parks CIP (tennis courts, pool, etc.)
Debt Service Reserve (B.C.)	Bldg Commission	$ 47,718	$ 47,724	$ -	$ 47,724	$ -	Established in 2010 at the same time the Building Commission established the Sinking Fund for a 1999 bond issuance. Bond has been repaid, funds to be consolidated with Repaving fund by end of FY2023.
1999 Series Revenue Bond Interest & Sinking Fund (B.C)	Bldg Commission	$ 304,852	$ 304,890	$ -	$ 304,890	$ -	Account includes original deposit of $52k to establish fund and additional deposits from street fees and interest earnings. Now that bond is paid, funds are "unrestricted" and can be combined with the Repaving fund.
Board of Trustees Police Pension Relief Fund	Police Pension	$ 54,515	$ 47,853	$ 47,853	$ -	$ -	Funds used to support pension beneficiaries (includes regular contributions from the general fund to this account and accident report pymts).

City of Charles Town Bank and Investment Accounts
As of March 31, 2023

Revised: May 1, 2023

Account	Fund	December 31, 2022 Account Balance	March 31, 2023 Account Balance	Near-Term Expenditures	UNRESTRICTED FUNDS Unencumbered Balance	RESTRICTED FUNDS Unencumbered Balance	Comments
Bond Escrow Fund	Bond Escrow	$ 182,413	$ 182,721	$ -	$ -	$ 182,721	Account is used to deposit funds from developers and held until projects are completed. Current funds are for the Samuel Street Station and Tate Manor projects.
Total Bank Accounts		$ 12,850,108	$ 14,134,223	$ 4,942,748	$ 6,119,604	$ 3,071,871	
					$ -		
Fidelity Police Pension Fund #6846	Police Pension	$ 456,363	$ 470,735	$ -	$ -	$ 470,735	Investment fund for restricted use; future pension payments
Fidelity City Residual Fund #9959	Residual	$ 660,553	$ 667,834	$ -	$ 667,834	$ -	Investment fund for budget stabilization.
					$ -		
Total Bank Accounts plus two Investment Accounts		$ 13,967,025	$ 15,272,792	$ 4,942,748	$ 6,787,437	$ 3,542,606	