CITY OF CHARLES TOWN
CITY COUNCIL
AGENDA • SEPTEMBER 5, 2023

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

CALL TO ORDER

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

: **2023-800:** City Council Meeting Minutes - August 21, 2023
City Council minutes August 21 2023.docx

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

6. COMMITTEE REPORTS

: **2023-772:** Ordinance Committee Meeting Minutes - August 23, 2023
Ordinance Meeting Minutes 8_23_23.pdf

: **2023-780:** Infrastructure Committee Meeting - August 28, 2023

7. CITY MANAGER REPORT

8. POLICE CHIEF REPORT

9. UNFINISHED BUSINESS

: **2023-768:** Update on APUS B&O Tax

: **2023-770:** Accessible Parking Request - Tina Renner Circuit Court Clerk

: **2023-771:** Public Hearing for Article 745 - Business and Occupation Tax

: **2023-773:** Second Reading on Article 745 - Business and Occupation Tax
Rikki_745_Article_word_doc__1_.pdf

10. NEW BUSINESS

: **2023-745:** Green Streets, Green Jobs, Green Towns Award Program - Chesapeake Bay Trust Funding Award Letter and Agreement.
Green Streets Green Jobs Green Towns Award Letter.pdf
Chesapeake Bay Trust Award Agreement.pdf

: **2023-765:** YMCA Resolution

YMCA Resolution.docx

: **2023-764:** City's Future Legal Representation Discussion - Executive Session

: **2023-766:** Congress & Lawrence Street Intersection Damage
2023-08-01 Lawrence and Congress.pdf
Intersection OPC - Lawrence and Congress -2023-08-04.pdf

: **2023-767:** 5G Engineering Services - On Call Contract - E. Academy Street at S. Samuel Street Drainage Analysis and Improvement Design
City of Charles Town - E Academy St at S Samuel St Analysis and Design - 2023-08-17 scope and fee.pdf

: **2023-769:** Personnel Issue - Possible Executive Session

: **2023-774:** First Reading Article 171 Municipal Court
Article 171 - (First Reading Copy).pdf
charlestown-article 171 current.pdf

: **2023-775:** Police Pension Fund Annual Report
Unsigned Annual Report Certification.pdf
Signed Annual Report Certification 08-19-2022.pdf
2022_Completed Annual Report_City of Charles Town_Police Pension.pdf
Annual Report_2023_City of Charles Town_Police Pension.pdf

11. REFERRALS TO COMMITTEES/COMMISSIONS

: **2023-756:** Referral to the Planning Commission - Zoning Table 1322.04 District Use Table and associated zoning for the NR Zoning District.
1. Staff Report.pdf
2. Zoning Use Table.pdf

: **2023-763:** Referral to Planning Commission to draft a Main Street Commercial Overlay District (MSCOD)
Business district overlay staff report.docx

: **2023-771:** Referral to the Infrastructure Committee - Stop Sign at E. Liberty and N. Seminary Street

12. APPROVAL OF BILLS

: **2023-802:** Payment of Bills - September 5, 2023
CAPITAL RESERVE COUNCIL REPORT 2023 9 05.pdf
GENERAL FUND COUNCIL REPORT 2023 9 05.pdf
PARKS & REC COUNCIL REPORT 2023 09 05.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING - September 18, 2023, 7:00PM

: **2023:776:** Jefferson County Convention & Visitors Bureau Quarterly Marking Report April-June 2023
JCCVB Quarterly Marketing Report.pdf

: **2023-777:** Charles Town Utility Board Meeting - August 9, 2023

2023.08.09 UB MINUTES.pdf

: **2023-778:** National Recovery Month Proclamation
National Recovery Month Proclamation.pdf

: **2023-782:** CTUB ARPA Resolution
2023-010 - Resolution - Charles Town Utility Board American Rescue Plan Act Funding Request.pdf

: **2023-703:** DOH Construction Agreement Re: South George Street Sidewalk Resolution
DOH South George Street Construction Agreement signed.pdf

: **2023-784:** Resolution - Agreement School Based Law Enforcement Officer
School Based Law Enforcement Officer Agreement.pdf

: **2023-785:** Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System
Resolution for WV Municipal Police Officer Retirement System.pdf

: **2023-786:** Locust Hill/CTUB Property Transfer
Deed for CTUB property.pdf

: **2023-801:** Letter on Railroad Safety Concerns and Responses
Railroad Safety Concerns.pdf

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

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

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-800: City Council Meeting Minutes - August 21, 2023

ATTACHMENTS:

- City Council minutes August 21 2023.docx

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • August 21, 2023

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

101 East Washington Street, Charles Town, WV 25414

CALL TO ORDER

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

Mr. John Nissel, City Manager; Ms. Alissa Meeks, Community Development Director; Ms. Kristen Stolipher, Charles Town Utility Board Manager; and Chief Chris Kutcher, Charles Town Police Department, were also in attendance.

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

2023-749: Approval of City Council Meeting Minutes - August 8, 2023

There being no changes, corrections, or additions to the minutes, Mayor Trainor declared the minutes approved.

SWEAR-IN NEW CITY CLERK/CTUB CHAIR

2023-716: Swear-In New City Clerk/Charles Town Board of Directors Chairman.

Mayor Trainor administered the City Clerk and Chair of the Charles Town Utility Board of Directors Oath of Office to Mr. John Nissel.

3. PUBLIC COMMENT

Mr. Donald White expressed his concerns over significant health and welfare issues with a rental property next to his residence. He requested to meet with the Mayor and Chief of Police about the issue.

4. WARD REPORTS

Ward #1

Ms. Ricketts had nothing to report.

Mr. Kratovil had nothing to report.

Ward #2

Mr. Hynes had nothing to report.

Mr. Tester had nothing to report.

Ward #3

Ms. Rodd reported that the City recognized Mr. George Rutherford and launched the African-American History Tour last week. She also enjoyed the African American Heritage Festival.

Ms. Philabaum had nothing to report.

Ward #4

Mr. George had nothing to report.

Ms. Twyford thanked the NAACP Jefferson County chapter for a wonderful African American Heritage Festival parade.

5. MAYOR'S REPORT

2023-727: Go Purple Proclamation

Mayor Trainor read into record the National Recovery Month Proclamation.

He also reported that the City has received responses from Senators Manchin and Capito to the railroad safety concerns letters signed by all the Jefferson County mayors.

6. COMMITTEE REPORTS

2023-724: Finance Committee Report

Mayor Trainor reported the Finance Committee met on August 9, 2023.

The Municipal Police Officer and Firefighters Retirement System (MPFRS) proposed Resolution will be discussed later in the meeting.

2023-738: Infrastructure Committee Report

Ms. Ricketts reported that the next Infrastructure Committee meeting is August 28, 2023, at 4:30 PM.

2023-739: Ordinance Committee Report

Ms. Twyford reported the Ordinance Committee met on August 9, 2023.

The Committee continues to review Article 171 - Municipal Court. The next meeting is scheduled for August 23, 2023, at 4:00PM.

2023-740: Parks and Recreation Board Report

Ms. Ricketts reported that the Parks and Recreation Board has not officially signed the contract with Kimley Horn for the Master Park Plan and is still researching engineering firms for the pool/pool house renovation.

2023-741: Personnel Committee Report

Mr. George reported that he was named Chair of the Personnel Committee and that meetings will be held the second Monday of every month at 5:00PM. The Committee plans to review the travel policy in the employee handbook.

7. CITY MANAGER REPORT

Mr. Nissel reported the following:

- The City has received 23 applications for the Finance Director position; interviews are planned to be conducted this week.
- The Operations Director's position has been advertised and interviews are scheduled to begin in two weeks.
- Cheryl Peterson, the City's Code Compliance Officer, received her provisional license from the Office of the West Virginia State Fire Marshall.
- A contract is anticipated to be signed with Geomodel for ground penetrating radar work at “Potters Field” at S. Seminary and E. Avis Streets.

8. POLICE CHIEF REPORT

Chief Kutcher reviewed the Charles Town Police Department’s (CTPD) Statistics Report for July and in addition, reported the following:

- CTPD candidate testing took place on August 19, 2023, and unfortunately none of the participants were able to pass the tests.
- Patrolman Bower resigned from the CTPD and departed from the WV Police Academy.
- The African American Festival had one medical emergency and a parking meter was damaged. To better manage traffic and pedestrian flow for these types of events, Chief Kutcher plans to submit a proposal to Council in the near future for electronic message boards and additional traffic cones.
- The Commission on Accreditation for Law Enforcement Agencies (CALEA) first year assessment for the CTPD was very successful.

9. UNFINISHED BUSINESS

2023-728: ARPA Check Presentations - Round II

Mayor Trainor presented the City’s American Rescue Plan Act Round II financial awards to the following organizations:

- The African American Society - $69,500
- The Jefferson County Historical Society - $2,500
- Community Markets - $10,000
- The Old Opera House - $100,000

2023-730: CTUB ARPA Resolution (Remove from Table)

Mr. Tester moved to remove the Charles Town Utility Board (CTUB) American Rescue Plan Act Funding Request Resolution from the Table. Mr. Hynes seconded the motion. Mayor Trainor asked if there was any objection, hearing none he declared the item removed from the Table.

Mr. George moved to approve a resolution to award a portion of the City's American Rescue Plan Act funds, not to exceed $190,000, to fund a 10-foot by approximately 1,400-foot pedestrian trail, along Evitts Run as presented. Ms. Rodd seconded the motion.

Mr. Kratovil moved to amend the motion to include language that states CTUB will be reimbursed for the cost of the trail only after a certified engineering firm confirms that the monies was specifically and explicitly spent for the construction of the trail. There were no objections to this motion.

The motion passed by unanimous vote.

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

2023-731: Rouse Hall Lease Addendum (Remove from Table) - Executive Session

Mr. Hynes moved to remove the Rouse Hall Lease Addendum from the Table. Mr. Tester seconded the motion. Mayor Trainor asked if there were any objections, hearing none he declared the item removed from the Table.

Mr. Hynes moved to enter into Executive Session. Mr. Tester seconded the motion, and there were no objections. Mayor Trainor declared the Council in Executive Session.

Mayor Trainor declared the Council out of Executive Session.

Ms. Rodd moved the update the Rouse Hall Lease Addendum with the changes discussed in the Executive Session. Mr. Hynes seconded the motion, and it passed by a 6-2 vote.

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

2023-732: Martin Luther King JR Boulevard/Summit Point Intersection Discussion (Remove from Table)

Mr. Hynes moved to remove the Martin Luther King Jr. Blvd/Summit Point Intersection Discussion from the Table. Ms. Rodd seconded the motion. Mayor Trainor asked if there was any objection, hearing none he declared the item removed from the Table.

Ms. Ricketts reported that Mr. Matt Mullinax – Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEMPO) – reported that West Virginia Division of Highways (WVDOH) has not yet hired the project design consultant, assigned a project manager, or established a project timeline for the Martin Luther King JR Boulevard/Summit Point Intersection project. As such Mr. Mullinax recommended to hold off on scheduling a public hearing for the project until it is further developed.

Mr. Hynes moved to Table this item until such time as Councilmember Ricketts, as the Jefferson County HEPMPO municipal representative, advises the Council of a more opportune time to discuss this item. Mr. George seconded the motion, and it passed by a 7-1 vote.

RESULT:	**APPROVED [7-1]**
MOVER:	Jeff Hynes
SECONDER:	Micheal George
AYES:	Kratovil, Ricketts, Tester, Hynes, Philabaum, George, Twyford
NAYS:	Rodd

10. NEW BUSINESS

2023-710: Resolution - Agreement School Based Law Enforcement Officer

Ms. Philabaum moved to approve the School Based Law Enforcement Agreement between the Jefferson County Board of Education and the City of Charles Town. Ms. Twyford seconded the motion, and it passed by unanimous vote.

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

2023-713: Resolution - WV Department of Transportation/Division of Highways Agreement

Ms. Philabaum moved to approve the West Virginia Department of Transportation/Division of Highways Agreement for the Charles Town South George Street Pedestrian Improvement project. Mr. Tester seconded the motion, and it passed by unanimous vote.

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

2023-711: Revised Article 1705 - First Reading

Ms. Rodd moved to approve the First Reading of Article 1705 West Virginia State Building Code. Mr. Hynes seconded the motion, and it passed by a 7-1 vote.

RESULT:	**APPROVED [7-1]**
MOVER:	Priscilla Rodd
SECONDER:	Jeff Hynes
AYES:	Kratovil, Tester, Hynes, Philabaum, Rodd, George, Twyford
NAYS:	Ricketts

2023-712: Revised Article 1759 - First Reading

Mr. George moved to approve the First Reading of Article 1759 Vacant Buildings amended as follows:

Remove paragraph 1759.02 (h)(2)(B) in its entirety.

"**A Building owned or then actively leased by an individual in active-duty service with the United States Armed Forces while stationed or deployed at a location in excess of one hundred (100) miles from the Building. The Vacant Buildings Official may require a copy of orders or other satisfactory evidence of such situation.**"

Mr. Kratovil seconded the motion.

Ms. Philabaum moved to amend the motion to include language in section 1759.03(g)(1) and (2) that eliminates the initial registry fee for voluntary registry and doubles the fees each year, for both the voluntary and involuntary registry, the building remains on the vacant building registry. There was no second to the motion.

The original motion passed by a 6-2 vote.

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

2023-725: Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System.

Ms. Philabaum moved to approve the Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System for Municipal Police Officers. Mr. George seconded the motion, and it passed by unanimous vote.

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

2023-726: Locust Hill/CTUB Property Transfer

Mr. Kratovil moved to convey the 0.226-acre parcel near the intersection of Saint Andrews Drive and Sheridan Drive to the Locust Hill Unit Owner's

Association and to complete the necessary deed requirements. Mr. George seconded the motion, and it passed by unanimous vote.

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

11. REFERRALS TO COMMITTEES/COMMISSIONS

2023-718: Request for two (2) Handicap Parking Spaces at the entrance of 110 N. George Street.

Ms. Philabaum moved to refer this request to the Infrastructure Committee. Mr. George seconded the motion, and it passed by unanimous vote.

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

12. APPROVAL OF BILLS

2023-750: Payment of Bills - August 21, 2023

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

13. ADJOURNMENT

Mayor Trainor asked if there was any other business to come before the Council. Hearing none, Mayor Trainor adjourned the meeting.

14. INFORMATION ONLY - NEXT MEETING, TUESDAY, SEPTEMBER 5, 2023.

2023-715: BCT Letter Authorizing New Account Signatures.

2023-736: Signed Letter to WV Alcohol Beverage Control Administration re: Abolitionist Ale Works/Car Show

2023-737: CTUB Meeting Minutes, July 26, 2023

2023-748: Letter of Appreciation to Mr. George C. Rutherford

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

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-772: Ordinance Committee Meeting Minutes - August 23, 2023

ATTACHMENTS:

- Ordinance Meeting Minutes 8_23_23.pdf

City of Charles Town Ordinance Committee Report - August 23, 2023

Call to Order:
14:01

In Attendance: Rikki Twyford, Kevin Tester, Priscilla Rodd
This meeting was conducted via Zoom

Agenda / Discussions:

Article 171 - Municipal Court
We reviewed the notes from a conversation with Jeni Sales and Neil Zahradnik about WV State Code and procedural standards already in place for Municipal Court Fee Collection and Community Service in lieu of payment.

- ***Recommendation to City Council:***
    - *Approve first reading*

Adjournment:
14:16

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-780: Infrastructure Committee Meeting - August 28, 2023

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-768: Update on APUS B&O Tax

ATTACHMENTS:

2023-770: Accessible Parking Request - Tina Renner Circuit Court Clerk

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-771: Public Hearing for Article 745 - Business and Occupation Tax

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-773: Second Reading on Article 745 - Business and Occupation Tax

ATTACHMENTS:

- Rikki_745_Article_word_doc__1_.pdf

ARTICLE 745
Business and Occupation Tax

745.01 Short title.

745.02 Purpose and intent.

745.03 Definitions.

745.04 Imposition of tax.

745.05 Natural resource production.

745.06 Manufacturing.

745.07 Selling tangible property.

745.08 Public service or utility business.

745.09 Contracting.

745.10 Amusements.

745.11 Service business or calling not otherwise classified.

745.12 Rentals and royalties.

745.13 Banking and other financial businesses.

745.14 Health maintenance organizations.

745.15 Person taxable on multiple activities; credits.

745.16 Exempt activities.

745.16A Optional Exempt Activities.

745.17 Tax cumulative.

745.18 Administration generally.

745.19 Returns; computation and payment of tax.

745.20 Taxpayer records.

745.21 Tax return information confidentiality.

745.22 Erroneous computation of tax.

745.23 Investigations.

745.24 Assessments.

745.25 Notice of assessment; petition for reassessment.

745.26 Hearing procedure; decision; review.

745.27 Injunction.

745.28 Unpaid tax a lien; delinquency notice filing and release.

745.29 Successor liability.

745.30 Revocation, nonrenewal of licenses and permits.

745.31 Settlement agreements and compromises.

745.32 Additional administrative provisions concerning contracting.

745.33 Claims for refunds or credit.

745.34 Interest and penalty; criminal liability.

745.35 Severability.

745.36 Repeal of the business franchise tax.

745.37 Effective date.

CROSS REFERENCES

Authority to tax - see W.Va. Code 8-13-5

Business and occupation tax - see W.Va. Code Art. 11-13

Collection of taxes - see W.Va. Code 8-13-15 et seq.

745.01 SHORT TITLE.

This article shall be known as the "City of Charles Town Municipal Business and Occupation Tax Ordinance."

(Passed 7-19-10.)

745.02 PURPOSE AND INTENT.

The purpose of this article is to impose a municipal business and occupation tax pursuant to West Virginia Code § 8-13-5 to the fullest extent allowable under the operative laws of the State of West Virginia and the United States unless a more restrictive application is required by an express limitation set forth in this article.

(Passed 7-19-10.)

745.03 DEFINITIONS.

For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section unless a different meaning is clearly required by the context in which the term is used:

(a) Banking business. The term "banking business or financial organization" means any bank, banking association, trust company, industrial loan company, small loan company, or licensee, building and loan association, savings and loan association, credit union, finance company, investment company, investment broker or dealer, and any other similar business organization at least ninety percent (90%) of the assets of which consists of intangible personal property and at least ninety percent (90%) of the gross receipts of which consists of dividends, interest and other charges derived from the use of money or credit.

(b) Business. The term "business" means all activities engaged in or caused to be engaged in with the object of gain or economic benefit, either direct or indirect. The production of raw materials or manufactured products which are used or consumed in the main business shall be deemed a business engaged in taxable in the class for which it falls.

(c) Contracting. The term "contracting" means the furnishing of work, or both materials and work, in the fulfillment of a contract for the construction, alteration, repair, decoration or improvement of a new or existing building or structure, or any part thereof, or for the alteration, improvement or development of real property.

(d) Gross Income. The term "gross income" generally means the gross receipts of the taxpayer, other than a banking or financial business, received as compensation for personal services and the gross receipts of the taxpayer derived from trade, business, commerce or sales and the value proceeding or accruing from the sale of tangible property, real or personal, or service, or both, and all receipts by reason of the investment of the capital of the business engaged in, including interest, discount, rentals, royalties, fees, reimbursed costs or expenses or other emoluments however designated and without any deductions on account of the cost of property sold, the cost of materials used, labor costs, taxes, royalties, interest and discount paid, or sums paid to independent contractors, subcontractors or persons furnishing services or property used in the operation of any business to produce gross income, or any other expense whatsoever. "Gross income" of a banking or financial business is specified in Section 745.13 of this article.

(e) Gross proceeds of sales. The term "gross proceeds of sales" means the value actually proceeding from the sale of tangible property without any deduction on account of the cost of property sold or expenses of any kind. The words "gross income" and "gross proceeds of sales" shall not be construed to include cash discounts allowed and taken on sales; the proceeds of sale of goods, wares or merchandise returned by customers when the sale price is refunded either in cash or by credit; or the sale price of any article accepted as part payment on any new article sold, if the full sale price of the new article is included in the" gross income" or "gross proceeds of sales"; excise taxes imposed by the State; money or other property received or held by a professional person for the sole use and benefit of a client or another person or money received by the taxpayer on behalf of a bank or other

financial institution for repayment of a debt of another; and excise taxes imposed by the federal government upon the consumer, not manufacturer, and which are held in trust by the vendor as agent for the federal government.

(f) Municipality. The term "municipality" means the City of Charles Town.

(g) Person. The terms "person" and "company" are used interchangeably in this article and mean and include any individual, firm, copartnership, joint adventure, association, corporation, limited liability company, trust, estate or any other group or combination acting as a unit, and the plural as well as the singular number. The word "it" shall also include the pronouns "he" and "she".

(h) Retail sales. The terms "retail sales" and "selling at retail" mean all sales other than wholesale sales, including but not limited to sales to persons for use in any activity not subject to the tax imposed by this article, all sales of real property, and sales to consumers.

(i) Sale. The terms "sale" and "sales" mean any transfer of the ownership of or title to property, whether for money or in exchange for other property.

(j) Services. The term "service business or calling" includes all activities engaged in for other persons for a consideration, which involve the rendering of a service as distinguished from the production or sale of tangible property, but shall not include the services rendered by an employee to his employer.

(k) Tax year. The terms "tax year" and "taxable year" mean as the period commencing July 1 and ending June 30. For the purpose of this article the taxable year shall be divided into two semi-annual periods. The first period shall be from July 1st through December 31st. The second period shall be from January 1st through June 30th.

(l) Taxpayer. The term "taxpayer" means any person liable for any tax hereunder.

(m) Treasurer. The term "treasurer" means the municipality's treasurer and his or her agents, delegates or representatives.

(n) Wholesale sales. The terms "selling at wholesale" and "wholesale sales" mean only:

(1) Sales of tangible personal property for the purpose of resale in the form of tangible personal property,

(2) Sales of machinery, supplies or materials which are to be directly consumed by the purchaser in the conduct of any business or activity which is subject to the tax imposed by this article, or

(3) Sales of tangible personal property to the United States of America, its agencies and instrumentalities, or to the State of West Virginia, its institutions and political subdivisions.

(Passed 7-19-10.)

745.04 IMPOSITION OF TAX.

(a) There are hereby levied and imposed and shall be collected annual privilege taxes, against the persons, on account of the business and other activities and in the amounts to be determined by the application of rates against values or gross income or gross proceeds as set forth in Sections 745.05 through 745.14 of this article, inclusive.

(b) If any person liable for any tax under Section 745.05 or 745.06 of this article shall ship or transport its products, or any part thereof, out of the municipality without making sale of such products, the value of the products in the condition or form in which they exist immediately before transportation out of the municipality shall be the basis for the assessment of the tax imposed in those sections. Gross income included in the measure of the tax under Section 745.05 or 745.06 of this article, shall neither be added nor deducted in computing the tax levied under the other sections of this article. In determining value, however, as regards sales from one to another of affiliated companies or persons, or under other circumstances where the relation between the buyer and the seller is such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale, the value upon which such privilege tax shall be levied shall correspond as nearly as possible to the gross proceeds from the sale of similar products of like quality or character where no common interest exists between the buyer and the seller but where the circumstances or conditions are otherwise similar.

(c) The municipal business and occupation tax is imposed on each person engaged in privileges taxable under this article if such person is engaged in purposive revenue generating activities within the municipality's limits and such person has sufficient contacts to sustain the municipality's taxing jurisdiction. By way of example (but not limitation), if a person's activities within the municipality contributes to the establishment and maintenance of a market, such contacts are considered to be sufficient to sustain the municipality's taxing jurisdiction assuming federal constitutional nexus standards are satisfied.

(Passed 7-19-10.)

745.05 NATURAL RESOURCE PRODUCTION.

(a) Upon every person engaging or continuing within the municipality in the business of severing, extracting, mining, quarrying, reducing to possession and/or producing for sale, profit or commercial use any natural resource products, the amount of such tax shall be equal of the value of the articles produced as shown by the gross proceeds derived from the sale thereof by the producer, except as hereinafter provided, multiplied by the respective rates as follows: Coal, one percent (1.00%); limestone or sandstone quarried or mined, one and one-half percent (1.50%); oil or blast furnace slag, three percent (3.00%); natural gas in excess of the value of five thousand dollars ($5,000.00), six percent (6.00%); sand, gravel or other mineral products, not quarried or mined, three percent (3.00%); timber one and one-half percent (1.50%), and other natural resource products, two percent (2.00%).

(b) The measure of this tax is the value of the entire production in the municipality, regardless of the place of sale or the fact that delivery may be made to points outside the municipality.

(c) A person exercising privileges taxable under this section and using or consuming the natural resources so produced in his business or transferring or delivering the natural resources as any royalty paid, in kind, or the like, shall be deemed to be engaged in the business of producing natural resources and shall be required to make returns on account of the production of the business, showing the gross proceeds or equivalent in accordance with uniform and equitable rules for determining the value upon which privilege taxes shall be levied, corresponding as nearly as possible to the gross proceeds from the sale of similar products of like quality or character by other taxpayers.

(d) Persons who produce natural resources outside the municipality and who make sale of those products within the municipality shall not pay the tax imposed by this section but shall pay the tax imposed by Section 745.07 of this article for the privilege of selling such products within the municipality.

(e) A person exercising any privilege taxable under this section and engaging in the business of selling its natural resource products in the municipality shall be required to make returns of the gross proceeds of such sales and pay the tax imposed in Section 745.07 of this article for the privilege of engaging in the business of selling such natural resource products in the municipality. (Passed 7-19-10.)

745.06 MANUFACTURING.

(a) Upon every person engaging or continuing within the municipality in the business of manufacturing, compounding or preparing for sale, profit or commercial use, either directly or through the activity of others, in whole or part, any article or articles, substance or substances, commodity or commodities, or newspaper publishing (including all gross income or proceeds of sale from circulation and advertising), the amount of the tax shall be equal to the value of the article, substance, commodity or newspaper manufactured, compounded or prepared for sale, as shown by the gross proceeds derived from the sale thereof by the manufacturer or person compounding or preparing the same, except as otherwise provided, multiplied by a rate of eighteen one-hundredths percent (0.18%).

(b) The measure of the tax in this section is the value of the entire product manufactured, compounded or prepared in the municipality for sale, profit or commercial use, regardless of the place of sale or the fact that deliveries may be made to points outside the municipality. It is further provided, however, that in those instances in which the same person partially manufactures, compounds or prepares products within the municipality and partially manufactures, compounds or prepares such products outside the municipality, the measure of tax under this section shall be that proportion of the sales price of the product that the payroll costs of manufacturing within the municipality bears to the entire payroll costs of manufacturing the product.

(c) If any person shall ship or transport its products or any part thereof out of the State without making sale of such products, the value of the products in the condition or form in which they exist immediately before transportation out of the State shall be the basis for the assessment of the tax imposed. The treasurer may prescribe equitable and uniform rules of ascertaining such value; provided that, in the absence of such rules, the person manufacturing the products within the municipality shall report the value in a consistent and reasonable manner.

(d) The dressing and processing of food intended for human consumption by a person, or the cooking and serving of food by a restaurant which food is to be sold in the municipality by such person, shall not be considered manufacturing or compounding or preparing for sale, but the sale of these products shall be reported under Section 745.07 of this article either as wholesale or retail sale, as the case may be.

(e) Persons who manufacture, compound or prepare products outside the municipality and who make sale of such product within the municipality shall not pay the tax imposed by this section but shall pay tax imposed by Section 745.07 of this article for the privilege of selling such product within the municipality.

(f) A person exercising any privilege taxable under this section and engaging in the business of selling its product in the municipality shall be required to make returns of the gross proceeds of such sales and pay the tax imposed by this section at the rate set forth in Section 745.07 of this article for the privilege of engaging in the business of selling such manufactured goods in the municipality. (Passed 7-19-10.)

745.07 SELLING TANGIBLE PROPERTY.

(a) Upon every person engaging or continuing within the municipality in the business of selling any tangible property whatsoever, real or personal, including the sale of food in hotels, restaurants, cafeterias, confectioneries and other public eating houses and wholesale sales from a rolling stockpile, except sales of any person engaging or continuing in the business of horticulture, agriculture or grazing, or selling stocks, bonds, or other evidence of indebtedness, there is hereby levied, and shall be collected, a tax equal to five one-hundredths percent (0.05%) of the gross income of the business; except, therein the case of selling at wholesale, the tax shall be equal to five one-hundredths percent (0.05%) of the gross income of the business.

(Passed 1-20-15.)

(b) Gross income or gross proceeds of sales derived from sales within West Virginia that is not taxed or taxable by any other municipality are included in the measure of municipal business and occupation tax if the sales are either directed from a location within the municipality or the taxpayer's principal West Virginia office is located in the municipality. Without limiting the generality of the foregoing, when the taxpayer has only one (1) office location and this office is located within the municipality and its activities elsewhere in

West Virginia are neither taxed nor taxable by another municipality, the gross income or gross proceeds from those activities are taxable by this municipality.

(c) Persons domiciled outside the municipality who solicit sales within the municipality and sell tangible personal property within the municipality are doing business in the municipality, irrespective of the domicile of such persons and irrespective of whether or not such persons maintain a permanent place of business in the municipality and irrespective of how a sales order is transmitted or processed. If an order is placed in connection with solicitation by a representative (regardless whether there is an employment or agency relationship or whether acting as an independent contractor) who solicits orders within the municipality, and the tangible personal property is to be delivered in the municipality, then the gross proceeds of such sales are included in the measure of the tax imposed by this article.

(Passed 7-19-10.)

745.08 PUBLIC SERVICE OR UTILITY BUSINESS.

Upon every person engaging or continuing within the municipality in any public service or utility business, except railroad, railroad car, express, pipeline, telephone and telegraph companies, water carriers by steamboat or steamship and motor carriers, there is levied, and shall be collected, taxes on account of the business engaged in equal to the gross income of the business multiplied by the respective rates as follows: electric light and power companies, four percent (4.00%) on sales and demand charges for domestic and commercial lighting and three percent (3.00%) on sales and demand charges for all other purposes; natural gas companies, three percent (3.00%); and upon all other public service or utility business, two percent (2.00%). The measure of this tax shall not include gross income derived from commerce between the State and other states of the United States. The measure of the tax under this section shall include only gross income received from the supplying of public service. The gross income of the taxpayer from any other activity shall be included in the measure of the tax imposed upon such other activity by the appropriate section of this article.

(Passed 7-19-10.)

745.09 CONTRACTING.

Upon every person engaging or continuing within the Municipality in the business of contracting, the tax shall be equal to two percent (2.00%) of the gross income of the business.

(Passed 4-21-15.)

745.10 AMUSEMENTS.

Upon every person engaging or continuing within the municipality in the business of operating a theater, opera house, moving picture show, vaudeville, amusement park, carnival, circus, dance hall skating rink, racetrack, radio broadcasting station or any other place at which amusements are offered to the public, the tax shall be equal to fourteen one-hundredths percent (0.14%) of the gross income of the business.

(Passed 7-19-10.)

745.11 SERVICE BUSINESS OR CALLING NOT OTHERWISE CLASSIFIED.

(a) Upon every person engaging or continuing within the municipality in any service business or calling not otherwise specifically taxed under this article, there is hereby levied, and shall be collected, a tax equal to twenty-three one-hundredths percent (0.23%) of the gross income of any such business.

(b) Gross income or gross proceeds of sales derived from services within West Virginia that is not taxed or taxable by any other municipality are included in the measure of tax under this article if the services are either directed from a location in the municipality or the taxpayer's principal West Virginia office is located in the municipality. Without limiting the generality of the foregoing, when a taxpayer has only one (1) office location and this office is located within the municipality and its activities elsewhere in West Virginia are neither taxed nor taxable by another municipality, the gross income or gross proceeds from those activities are taxable by this municipality. (Passed 7-19-10.)

745.12 RENTALS AND ROYALTIES.

Upon every person engaging or continuing within the municipality in the business of furnishing any real or tangible personal property which has a tax situs in the municipality, or any interest therein, for hire, loan, lease or otherwise, whether the return is in the form of rentals, royalties, fees or otherwise, the tax shall be thirty one-hundredths percent (0.30%) of the gross income of any such activity. The term "tangible personal property", as used herein, shall not include money or public securities.

(Passed 7-19-10.)

745.13 BANKING AND OTHER FINANCIAL BUSINESSES.

Upon every person engaging or continuing within the municipality in the business of banking or financial business, the tax shall be equal to twenty-three one-hundredths percent (0.23%) of the gross income received from interest, premiums, discounts, dividends, service fees or charges, commissions, fines, rents from real or tangible personal property, however denominated, royalties; charges for bookkeeping or data processing, receipts from check sales, charges or fees, and receipts from the sale of tangible personal property; provided, that gross income shall not include (a) interest received on the

obligations of the United States, its agencies and instrumentalities; (b) interest received on the obligations of this or any other state, territory or possession of the United States, or any political subdivision of any of the foregoing or of the District of Columbia; or (c) interest received on investments or loans primarily secured by first mortgages or deeds of trust on residential property occupied by nontransients; provided further, that all interest derived on activities exempt under (c) above shall be reported, as to amounts, on the return of a person taxable under the provision of this section.

(Passed 7-19-10.)

745.14 HEALTH MAINTENANCE ORGANIZATIONS.

The rate of tax on the activity of a health maintenance organization holding a certificate of authority under the provisions of West Virginia Code §§ 33-25A-1 et seq. shall not exceed one half of one percent (0.50%) to be applied solely to that portion of gross income received from the Medicaid program pursuant to Title XIX of the Social Security Act, the State employee programs administered by the public employee insurance agency pursuant to West Virginia Code §§ 5-16-1 et seq., and other federal programs, for health care items or services provided directly or indirectly by the health maintenance organization that is expended for administrative expenses; and shall not exceed one-half of one percent (0.50%) to be applied to the gross income received from enrollees, or from employers on behalf of enrollees, from sources other than Medicaid, State employee programs administered by the public employees insurance agency and other federal programs for health care items or services provided directly or indirectly by the health maintenance organization: Provided, That this tax rate limitation shall not extend to that part of the gross income of health maintenance organizations which is received from the use of real property other than property in which any such company maintains its office or offices in the municipality, whether such income is in the form of rentals or royalties.

(Passed 7-19-10.)

745.15 PERSONS TAXABLE ON MULTIPLE ACTIVITIES; CREDITS.

(a) A person taxable under Section 745.07 of this article with respect to selling products at wholesale in this municipality shall be allowed a non-refundable credit against the tax imposed on such wholesale sales pursuant to Section 745.07 for any (i) manufacturing taxes paid by such person with respect to the manufacturing of products so sold at wholesale in this municipality, and/or (ii) extracting taxes paid by such person with respect to the extracting of products so sold in this municipality or ingredients of products so sold at wholesale in this municipality.

(b) For purposes of this section:

(1) "Manufacturing tax" means a gross receipts tax imposed by a municipality or other local government unit on the act or privilege of engaging in the business as a manufacturer

and includes (i) the tax imposed in Section 745.06 of this article and (ii) similar gross receipts taxes paid to other municipalities or other local government units (other than State governments) within the United States.

(2) "Extracting tax" means a gross receipts tax imposed by a municipality or other local government unit on the act or privilege of engaging in the business as a producer of natural resource products and includes (i) the tax imposed in Section 745.05 of this article and (ii) similar gross receipts taxes paid to other municipalities or other local government units within the United States (other than State governments) within the United States.

(3) "Gross receipts tax" means a tax which (i) is imposed on or measured by the gross volume of business in terms of gross receipts or in other terms and in the determination of which deductions allowed would not constitute the tax an income tax or value added tax and (ii) which is not, pursuant to law or custom, separately stated from the sales price.

(c) If imposition of the municipality's tax would place an undue burden upon interstate commerce or violate constitutional requirements, a taxpayer shall be allowed a credit to the extent necessary to preserve the validity of the tax under this article, and still apply the tax to as much of the taxpayer's activities as may be subject to the municipality's taxing authority.

(Passed 7-19-10.)

745.16 EXEMPT ACTIVITIES.

The provisions of this article shall not apply to:

(a) Insurance companies which pay the State of West Virginia a tax upon premiums; provided, that such exemption shall not extend to that part of gross income of insurance companies which is received for the use of real property, other than property in which any such company maintains its office or offices, in the municipality, whether such income is in the form of rentals or royalties; ‘

(b) Nonprofit cemetery companies organized and operated for the exclusive benefit of their members;

(c) Fraternal societies, organizations and associations organized and operated for the exclusive benefit of their members and not for profit; provided, that this exemption shall not extend to that part of gross income arising from the sale of alcoholic liquor, food and related services of such fraternal societies, organizations and associations which are licensed as private clubs under the provisions of West Virginia Code §§ 60-7-1 et seq.;

(d) Corporations, associations and societies organized and operated exclusively for religious or charitable purposes;

(e) Production credit associations, organized under the provisions of the federal Farm Credit Act of 1933; provided, that the exemption of this section shall not apply to

corporations or cooperative associations organized under the provisions of West Virginia Code §§ 19-4-1 et seq.;

(f) Any credit union organized under the West Virginia Code; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of West Virginia Code §§ 19-4-1 et seq.; and

(g) Gross income derived from advertising service rendered in the business of radio and television broadcasting.

(Passed 7-19-10.)

745.16A OPTIONAL EXEMPT ACTIVITIES.

The City Council, ~~by super majority~~ by vote of 2/3 majority of the Council, reserves the right to apply, reduce, or eliminate for a specified time period and/or for a specific project, the Business and Occupation tax per the following provision(s): Any activity associated with a municipality-initiated/taxpayer-funded project that directly benefits Charles Town's residents, and in which the taxes rendered under this article could result in higher rates to those residents for existing services and/or higher project costs for the municipality.

745.17 TAX CUMULATIVE.

The tax, interest and penalty imposed by this article shall be in addition to all other licenses, taxes and other revenue measures levied or collected by the municipality as a condition precedent to the right of any person to engage or continue in any business, profession, trade, calling or other activity within this municipality. A person exercising a privilege taxable under this article, subject to the payment of all licenses and charges which are conditions precedent to exercising the privileges taxed, may exercise the privilege in this municipality for the tax year upon the condition that he shall pay the tax, interest and penalty imposed by this article.

(Passed 7-19-10.)

745.18 ADMINISTRATION GENERALLY.

The administration of this article is vested in and shall be exercised by the treasurer who shall prescribe forms and may promulgate from time to time reasonable rules, publications and instructions for the making of returns, and for ascertaining, assessment, collection and administration of tax, interest and penalty imposed hereunder.

(Passed 7-19-10.)

745.19 RETURNS; COMPUTATION AND PAYMENT OF TAX.

(a) The tax levied by this article shall be due and payable in semi-annual installments on or before the expiration of one month from the end of each semi-annual period in which

they accrue. The taxpayer shall, within one month from the expiration of each semi-annual period, make a return reporting the computation of tax for which it is liable for each semi-annual period; sign and mail the completed return, together with any remittance due, to the location specified by the treasurer. The treasurer may allow return and payment under this section for periods other than semi-annual periods.

(b) On or before thirty-one (31) days after the end of the tax year, each person liable for the payment of tax under this article shall make a second semi-annual return, showing the gross proceeds of sale or gross income of business, trade, calling or activity, computing the amount of tax, interest and penalty chargeable against the person in accordance with the provisions of this article and transmit with the return a remittance in the sum required by this article, covering the remainder of the tax, interest and penalty chargeable against the person for the tax year, to such location or locations specified by the treasurer. Such returns shall be verified by the oath of the taxpayer, if made by an individual, or by the individual designated by a taxpayer that is an entity to take the oath on behalf of the taxpayer.

(c) All remittances and payments of tax, interest and penalty imposed by this article shall be made to the treasurer, in lawful money of the United States or by bank draft, certified check, cashier's check, or other commercially acceptable means specified by the treasurer, to be kept, deposited and accounted for as provided by law.

(Passed 7-19-10.)

745.20 TAXPAYER RECORDS.

Each person subject to this article shall maintain sufficient records for review by the treasurer as long as the contents of such records may be material in the administration of tax imposed by this article.

(Passed 7-19-10.)

745.21 TAX RETURN INFORMATION CONFIDENTIALITY.

(a) Except when required in an investigation or proceeding to ascertain or collect amount of tax, interest, penalty, refund or credit due, or pursuant to an exemption in W. Va. Code § 11-10-5d, it shall be unlawful for any officer, employee or agent of the municipality to divulge or make known in any manner the tax return, or any part thereof, of any person, or disclose information concerning the personal affairs of any individual or the business of any person, or disclose the amount of income or any particulars set forth or disclosed in any report, declaration or return required to be filed with the treasurer or otherwise obtained by the municipality in an investigation undertaken by the treasurer concerning the tax imposed by this article. Any person protected by the provisions of this article may, in writing, waive the confidentiality provisions of this section for such purpose and such period as he shall therein state. This section shall not be construed to prohibit the

publication or release of statistics so classified as to prevent the identification of particular reports and the items thereof. Notwithstanding the foregoing, the treasurer may permit the proper officer, or his authorized representative or agent, of the United States or the State, or any political subdivision of the State, to inspect return information to or may furnish to such officer or representative a copy of any such return or any other tax return information, provided, that such other jurisdiction grants similar privileges to this municipality or if the other jurisdiction is a party of an intergovernmental agreement authorizing the exchange of such information.

(b) Any officer, employee or agent of the municipality or any former officer, employee or agent of the municipality who shall divulge facts or information obtained from returns or tax statements other than for the purpose of administering such tax shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine of not more than one thousand dollars ($1,000) or imprisonment for not more than one year, or both, together with costs of prosecution.

(c) Any officer, employee or agent of the municipality or any former officer, employee or agent of the municipality who shall make unauthorized disclosure of information received from the State Tax Commissioner under authority of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine of not more than one thousand dollars ($1,000) or imprisonment for not more than one year, or both, together with costs of prosecution.

(d) For purposes of this article, "unauthorized disclosure" means the release to any person of any tax information obtained by the municipality from the State Tax Commissioner unless the person receiving the information is the authorized counsel of the municipality and shall be using the information only for the purpose of administering the tax imposed by this article, Sales Tax from single location businesses, or Liquor Sales Tax; or the person who filed the return has authorized, in writing, its release, thereby waiving his right to secrecy.

(Passed 7-19-10.)

745.22 ERRONEOUS COMPUTATION OF TAX.

If any taxpayer shall make any error in computing the tax, interest and penalty under this article, the treasurer shall correct such error or reassess the proper amount of tax, interest and penalty, and notify the taxpayer of his or her action by mailing the taxpayer promptly a copy of the corrected assessment, and any additional tax, interest and penalty for which such taxpayer may be liable shall be paid within fifteen (15) days after the receipt of such statement. If the amount already paid exceeds that which should have been paid on the basis of the tax so recomputed, the excess so paid shall be immediately refunded to the taxpayer upon the request of the treasurer and shall be payable out of any funds available for the purpose. The taxpayer may, at its election, apply an overpayment as credit upon tax subsequently accruing hereunder.

(Passed 7-19-10.)

745.23 INVESTIGATIONS.

(a) For the purpose of ascertaining the correctness of a tax return, claim or assessment or for the purpose of making an estimate of any taxpayer's liability for the tax administered under this article, the treasurer shall have the power to examine or cause to be examined any books, papers, records, memoranda and other documents or data bearing upon the matters required to be included in the return and may require the attendance of the person rendering the return or the attendance of any other person having knowledge of relevant matters. In connection therewith, the treasurer may take testimony and shall have the power to administer oaths.

(b) The treasurer has the power to issue subpoenas and subpoenas duces tecum to compel the attendance of witnesses and production of documents for the purpose of ascertaining the correctness of a return or claim or for performing an assessment or for any hearing held by the treasurer. In case of the failure or refusal of a witness to appear and testify or to produce evidence, the treasurer may invoke the aid of the circuit court of Jefferson County. Upon proper showing, the treasurer may apply for an order requiring the witness to appear and give testimony and produce evidence concerning the matter in question.

(Passed 7-19-10.)

745.24 ASSESSMENTS.

(a) If any person who is required by this article to do so shall fail or refuse to make a return, either in whole or part, or if the treasurer believes the tax imposed by this article has been insufficiently returned by any taxpayer, the treasurer may proceed to assess the tax and shall notify the person assessed of the amount of the tax, additional tax, interest and penalties so assessed.

(b) The treasurer may, at any time before the assessment becomes final, amend, in whole or in part, any assessment whenever the treasurer ascertains that such assessment is improper or incomplete in any material respect. The treasurer may, at any time within the period prescribed for assessment, make a supplemental assessment whenever the treasurer ascertains that any assessment is incorrect in any material respect.

(c) The amount of tax, interest and penalties imposed by this article shall be assessed within three (3) years after the date the second semi-annual return for the year in which such tax arose is filed by the taxpayer; provided, that in the case of a false or fraudulent return filed with the intent to evade the tax or in case no return is filed, an assessment may be made at any time. (Passed 7-19-10.)

745.25 NOTICE OF ASSESSMENT; PETITION FOR REASSESSMENT.

The treasurer shall give the taxpayer written notice of any assessment made pursuant to this article. Unless the taxpayer to whom the notice of assessment is given shall within thirty (30) days after service thereof file with the treasurer a petition for reassessment, the assessment shall become final and not subject to administrative or judicial review. A petition for reassessment must be in writing verified under oath by the taxpayer or his duly authorized agent having knowledge of the facts, setting forth with particularity the items of the assessment objected to, together with the reasons for the objections. The total amount of an assessment shall be due and payable on the day following the date upon which the assessment becomes final.

(Passed 7-19-10.)

745.26 HEARING PROCEDURE; DECISION; REVIEW.

(a) When a petition for reassessment or a petition for refund or credit is properly filed pursuant to this article within the time prescribed for such filing, the treasurer shall assign a time and a place for a hearing thereon and shall notify the petitioner of such hearing by written notice at least twenty (20) days in advance thereof. Such hearing shall be held within ninety (90) days from the date of filing the petition, unless continued by agreement of the parties or by the treasurer for sufficient cause.

(b) The hearing shall be informal and shall be conducted in an impartial manner by the Finance Committee of the municipality. The burden of proof shall be upon the taxpayer to show that the assessment or denial refund or credit is incorrect and contrary to law, in whole or in part.

(c) After such hearing, the Finance Committee of the municipality shall, within a reasonable time, give notice in writing to the taxpayer of their decision. An appeal may be taken by the taxpayer of the Finance Committee's decision to the council of the municipality.

(d) An appeal may be taken by the taxpayer to the Circuit Court of Jefferson County within thirty (30) days after service of the council's administrative decision issued pursuant to this section.

(Passed 7-19-10.)

745.27 INJUNCTION.

After any delinquency shall have continued sixty (60) days, the treasurer may proceed in the Circuit Court of Jefferson County to obtain an injunction restraining the further exercise of the privilege until full payment shall have been made of all tax, interest and penalty due under this article. In any proceeding under this section, upon judgment or decree for the municipality, the municipality shall be awarded its costs.

(Passed 7-19-10.)

745.28 UNPAID TAX A LIEN; DELINQUENCY NOTICE FILING AND RELEASE.

Any tax, interest and penalties due and payable under this article shall be a debt due the municipality and shall constitute a lien on the real and personal property of the taxpayer. The treasurer, for the more effective collection of the tax, interest and penalty imposed by this article, may file with the Clerk of the Jefferson County Commission a certified notice of lien for delinquent taxes, interest and penalty under this article for recordation. If a lien has been recorded respecting a delinquency, upon full payment of all delinquent tax, interest and penalty, the treasurer shall attest to the fact and amount of payment, and shall forward a certificate of release to the taxpayer. Upon presentment and payment of the recording fee by the taxpayer, the Clerk of the Jefferson County Commission shall record such certificate in the book in which releases are recorded.

(Passed 7-19-10.)

745.29 SUCCESSOR LIABILITY.

The tax, interest and penalty imposed by this article shall be a continuing lien upon the property of any person subject to the provisions hereof who shall sell out its business or stock of goods, or shall quit business, and such person shall be required to make the return provided for in this article within thirty (30) days after the date it sold out its business or stock of goods, or quit business, and its successor in business shall be required to withhold a sufficient amount of the purchase money to cover the amount of such tax, interest and penalty due and unpaid until such time as the former owner shall produce a receipt from the treasurer showing that all tax, interest and penalty has been paid. If the purchaser of a business or stock of goods fails to withhold purchase money as hereby provided, and the tax, interest and penalty shall be due and unpaid after the thirty-day period allowed, the successor shall be personally liable for the payment of the tax, interest and penalty accrued and unpaid on account of the operation of the business by the former owner. (Passed 7-19-10.)

745.30 REVOCATION, NON-RENEWAL OF LICENSES AND PERMITS.

(a) The treasurer has the authority to revoke, deny and prevent any and all licenses and permits issued by the municipality in the event a licensee or permittee fails or refuses to file any return required hereby or fails or refuses to pay any delinquent tax, interest or penalty due and owing to the municipality.

(b) In the event of such a revocation or denial, the treasurer will provide written notice to the affected person at least five (5) days prior to the contemplated revocation or denial and such notice shall be served by certified mail. The notice shall indicate the time and the place of a revocation/denial review meeting, the general grounds of said contemplated

action, and shall advise the affected person of its rights to appear at said hearing in person and represented by legal counsel, and to be heard orally upon the merits of the person's defense. The treasurer may request legal advice from the City Attorney, and adopt such procedures for its decorum and the dispatch of business at such hearings as the treasurer may regard advisable. The revocation decision of the treasurer will be final.

(c) Each license or permit that has been revoked or denied pursuant to this section may be issued or re-issued upon payment of all delinquent tax, interest or penalty due and owing to the municipality and satisfaction of all relevant licensing conditions otherwise imposed by the municipality. (Passed 7-19-10.)

745.31 SETTLEMENT AGREEMENTS AND COMPROMISES.

The treasurer, with approval of the City Manager, is authorized to enter into an agreement in writing with any person relating to the liability of such person in respect of the tax, interest and penalty imposed by this article for any taxable period. If such a closing agreement is duly made and entered into, such agreement shall be final and conclusive for the periods covered except upon a showing of fraud, malfeasance or misrepresentation of a material fact. The treasurer, with approval of the City Manager, may compromise all or part of any administrative determination or civil case concerning tax, interest and penalty or otherwise arising under the provisions of this article. (Passed 7-19-10.)

745.32 ADDITIONAL ADMINISTRATIVE PROVISIONS CONCERNING CONTRACTING.

(a) Without limiting the generality of the administrative and collection powers granted to the treasurer in this article, the treasurer is also empowered to require any person engaging or continuing within the municipality in the business of contracting to furnish a list of the names, addresses and amounts paid by them to any subcontractors employed and suppliers of materials used upon any job or to do any work within the municipality. The treasurer may also require every person engaging or continuing within the municipality in the business of contracting who is a nonresident of the State to pay or guarantee the payment of the amount of the tax imposed by this article for the privilege of engaging in the business of contracting within the municipality, such payment of such tax to be based upon the amount of the building permit issued by the municipality for the work to be performed by such person, as a condition precedent to the issuance of such building permit. In lieu of such prior payment in cash of such tax any such nonresident may guarantee the payment of such privilege tax provided for herein by delivering to the municipality a bond, with good and adequate surety, payable to the municipality, and conditioned to pay such tax on or before the estimated date of the completion of the work to be performed by such person within the municipality.

(b) Any person engaging a contractor or subcontractor within this municipality shall withhold payment in sufficient amount to cover taxes assessed by this article in the final settlement of such contracts until the receipt of a certificate from the treasurer to the effect

that all taxes levied and accrued under this article against the contractor have been paid. If any person fails to withhold as provided herein and the contractor or subcontractor fails to timely pay such tax, such person shall be personally liable for the payment of such taxes, and the same shall be recoverable by the treasurer by appropriate legal proceedings.

(Passed 7-19-10.)

745.33 CLAIMS FOR REFUND OR CREDIT.

(a) Any taxpayer claiming to have overpaid any tax, interest or penalty imposed by this article shall file its claim with the treasurer within three (3) years after the due date of the return in respect of which the tax was imposed, and not thereafter.

(b) If, as a result of the claim, the treasurer shall be of the opinion that the tax, interest or penalty, or any part thereof, was overpaid, the treasurer shall refund the same to the taxpayer. If the treasurer denies the claim, the taxpayer may within thirty (30) days after notice of denial file with the treasurer a petition for refund or credit, which shall be heard in accordance with Section 745.27 of this article. A taxpayer's failure to abide by express procedures contained in this section precludes taxpayer's right to any refund or credit of tax, interest and penalties paid or collected under this article. (Passed 7-19-10.)

745.34 INTEREST AND PENALTY; CRIMINAL LIABILITY.

(a) If any person fails to make the return or any semi-annual installment required by this article, or makes its return but fails to remit, in whole or in part, the proper amount of tax, there shall be added to the amount of tax unpaid, from the date such tax should have been paid, a penalty in the amount of twenty-five (25.00%) percent of the tax due for the period of such failure or delinquency. Such tax and penalty shall bear interest at the rate of twelve percent (12.00%) per annum from the due date of the payment until paid. Additionally, whoever engages in any activity contrary to the provisions of this article shall, in addition to paying the tax imposed by this article, penalty and interest, be subject to an additional penalty of fifty dollars ($50.00) for each month or fraction thereof during which he has been in default of said tax. It shall be the duty of the treasurer to collect the full amount of the tax, penalty and interest imposed. Upon the recommendation of the municipality's Finance Committee, for good cause shown, and upon the request by the person, the municipality may abate and forgive the penalty and interest, or both, in whole or in part.

(b) Interest and penalties may be collected in the same manner as the tax imposed by this article.

(c) Any person who shall willfully, and with intent to evade, refuse to pay all or any part of the tax imposed by this article shall be guilty of a misdemeanor. If the amount of the unpaid tax shall be less than one thousand dollars ($1,000), such person shall, in addition to such tax, penalties and interest as is owed, be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and if the amount of the unpaid

tax shall be one thousand dollars ($1,000) or more, such person shall, in addition to such tax, penalties and interest as is owed, be fined not less than one hundred dollars ($100.00) nor more than one thousand dollars ($1,000), or imprisoned not more than thirty days, or be both fined and imprisoned as herein provided. Each day or part thereof that any violation continues shall be deemed to constitute a distinct and separate offense and be punishable accordingly.

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

(Passed 7-19-10.)

745.35 SEVERABILITY.

If any provision of this article is held unconstitutional or invalid, on its face or as applied, the remaining provisions of this article shall remain in full force and effect; and to this end, the provisions of this article are declared to be severable.

(Passed 7-19-10.)

745.36 REPEAL OF THE BUSINESS FRANCHISE TAX.

The Business Franchise Tax heretofore enacted by the City of Charles Town in 1970 remains repealed. (Passed 7-19-10.)

745.37 EFFECTIVE DATE.

The effective date of this article shall be July, 2010.

(Passed 7-19-10.)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-745: Green Streets, Green Jobs, Green Towns Award Program - Chesapeake Bay Trust Funding Award Letter and Agreement.

Green Streets, Green Jobs, Green Towns Award Program - Chesapeake Bay Trust Funding Award Letter and Agreement.

ATTACHMENTS:

- Green Streets Green Jobs Green Towns Award Letter.pdf
- Chesapeake Bay Trust Award Agreement.pdf

July 14, 2023

The Honorable John Barkley
Mayor
City of Charles Town, West Virginia
101 East Washington Street
Charles Town, WV 25414

Dear Mayor Barkley:

The Chesapeake Bay Trust (the Trust) thanks the City of Charles Town, West Virginia for your proposal to the Green Streets, Green Jobs, Green Towns Award Program. The Trust received a high level of requests, over $4.6 million in requests for $1.9 million available in this round of the program. I am pleased to report approval of $172,445 for the installation of bioretention areas, permeable pavement, and native plantings along Liberty Street in Charles Town, WV.

Your award will be distributed as detailed in the award agreement attached. The payment(s) are contingent on key elements that are required prior to the release of each payment as described in your award agreement. **Please carefully read your award agreement** and contact the Trust if you have questions.

The signed award agreement, and any other contingencies, and status and final reports must be submitted by logging into the Chesapeake Bay Trust Online System accessed through the link https://www.grantrequest.com/SID_1520 with the same username and password used when you applied. The Trust reserves the right to cancel the award and apply funds to other projects if the requirements of the award agreement are not met by the due dates.

If you should have any questions regarding our decision, please feel free to contact Nguyen Le at (410) 974-2941 ext. 110. The Chesapeake Bay Trust greatly appreciates the time you invested in the proposal development and looks forward to working with you in the future.

Sincerely,

Jana Davis, Ph.D.
President

Award #: 22245
Project Leader: Mr. Todd Wilt

Award Agreement between the Chesapeake Bay Trust
And the City of Charles Town, WV

July 14, 2023

This agreement is between the Chesapeake Bay Trust (the Trust) and the City of Charles Town, WV (the "awardee") (Unique Entity Identifier#: EAHHKJNBJ1Q3). The total amount of the award for award number 22245 is $172,445. Delivery of this award is made through the Green Streets, Green Jobs, Green Towns Award Program and is subject to receipt by the Trust of a signed copy of this agreement which confirms that:

1. **Award Amount and Description**: The award is in the amount of $172,445 for the installation of bioretention areas, permeable pavement, and native plantings along Liberty Street in Charles Town, WV. By accepting this award, awardee agrees that said monies will be used to accomplish deliverables with budgeted items as proposed in your application received on 3/8/2023, modified through any contingencies below, and approved in this agreement.

2. **Period of Performance**: The period of performance for this award is from 5/17/2023 to 9/1/2024.

3. **Changes in Scope and Budget**: Up to 10% of total project funds may be shifted from one of the seven high level budget categories (e.g., supplies, travel, etc.) to another, as long as the shift does not substantively modify the project's goals, objectives, milestones, or deliverables. Significant changes to project budget and/or scope must be approved by the Trust in advance of the change. Requests for approval of changes must be made by completing the Award Revision Request Requirement available in your online award portal. The following types of changes should trigger an Award Revision Request:

    a. Scope Changes:
        i. An alteration of the intent, goals, objectives, milestones, and/or deliverables of the project
        ii. A change in the physical location of a project
        iii. Changes in key personnel or key project partners
        iv. Changes in project deliverables are proposed in your original application and modified though any contingencies in this award agreement
        v. Changes in timeline in your original application or as any subsequently amended, including requests for no-cost extensions
    b. Budgetary Changes:
        i. Changes in budget that result in a greater than 10% shift in funds across high level budget categories (personnel, supplies, contractual, travel, field trip fees, other, and indirect costs)
        ii. Addition of a line item to the budget that falls under one of the seven high level budget categories that had not yet appeared in your budget (e.g., adding personnel when none had been approved previously or adding contractual services to the budget)
        iii. Budget changes that reflect an alteration of the intent of the project
        iv. Budget changes that reflect a change in the environmental benefit or impact of a project

4. **Pre-construction Meeting**: The awardee agrees to initiate, organize, and schedule a mandatory pre-construction meeting after the construction contract with the prime contractor has been awarded and

Executive Officer Initials

Project Leader Initials

within 30 days of the construction start date, to include Trust staff, the landowner (if not the awardee), the awardee, the contractor, and the project engineer.

5. **Change to Design Plan**: Any changes to the design plans submitted to the Trust within the application must be approved by the funding partners; i.e., if the design plans submitted to the Trust are not identical to plans used for construction, changes must be approved.

6. **Start of Construction/Implementation**: Construction/Implementation must be initiated by 2/1/2024; otherwise the award may be terminated by the Trust.

7. **Distribution of Funding**: Funding will be distributed in phased payments as described below:
    a. Phase 1 payment of $77,600. This payment is contingent upon:
        i. Submission by **9/1/2023** to the Trust of:
            1. the signed award agreement;
            2. the Audit Verification Requirement required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below); and
            3. the record of attendance requirement to the online system for the project kick-off meeting that includes a summary of the meeting with West Virginia Department of Environmental Protection and the Trust. The funding partners would like to discuss the project scope with the applicant prior to work commencing to ensure project expectations are met. To coordinate the kick-off meeting, contact Trust staff, Nguyen Le at nle@cbtrust.org; and
        ii. Submission by **9/1/2023** to and approval by the Trust of a written statement (< 1 page) that commits to using only native plant species and to replacing the non-native plants on the plant list with native plants.

    Contact the Trust for assistance with these contingencies. Funds will not be released until these contingencies are met.

    b. Phase 2 payment of $77,600 **is contingent upon submission by 2/1/2024 to and approval by the Trust of**:
        i. **Copies of final (100%) designs, final (100%) landscape plans, and any required permits.**
        ii. **Record of attendance and meeting notes for completion of a pre-construction meeting** as outlined above in #4 (meeting notes will be submitted through the pre-construction meeting" requirement).
        iii. **Audit Verification Requirement** required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below).
        iv. **Programmatic Report**: A status report using the Trust's status report form accessed through http://www.GrantRequest.com/SID_1520. The status report shall include a detailed description of the project. If the project involves a construction piece, include information about permit status, construction bid process, and construction scheduling. If the project involves an outreach piece, include information on how audiences have been identified and reached to date. In the status report form, report on Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) procurements made during the reporting period.
        v. **Financial Report – Financial Management Spreadsheet's (FMS's) "Expenses" worksheet**: Information must be entered in the columns associated with the previous

Executive Officer Initials

Project Leader Initials

phase describing how the previous phase funds were spent. If more than 10% of the funding remains from the previous phase payment, a description of how those remaining funds will be used must be included in the status report.

vi. **Financial Documentation – Submission of invoices/receipts and an accounting of personnel costs**: Invoices/receipts and documentation of personnel expenses must be included in ONE PDF or other file. Each row entered into the FMS's "Expenses" worksheet must include a corresponding invoice/receipt/piece of documentation. Each individual invoice/receipt/piece of documentation must be numbered with the corresponding backup document numbers (Column A) in the FMS's "Expenses" worksheet and submitted in numerical order. Copies of timesheets associated with any personnel time supported by the award must be included. Institutions of Higher Education may provide, in lieu of timesheets, time and effort reporting documentation that complies with 2 CFR 200.430.

c. Final Payment of $17,245 will be distributed upon:

i. submission by **9/1/2024** to and approval by the Trust of the **record of attendance requirement** that documents the details of the **post-construction meeting**. The awardee agrees to initiate, organize, and schedule a mandatory post-construction site visit to include Trust staff, the landowner (if not the awardee), and the awardee to verify the project was completed as approved. In the event the awardee fails to complete the project in accordance with the conditions of this Agreement, the awardee shall return the funds to the Trust.

ii. submission to and approval by the Trust of your **final report due on or before 9/1/2024**. The final report shall include:

1. **Audit Verification Requirement** required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below).
2. **Programmatic Report**: A narrative report using the Trust's final report form accessed through http://www.GrantRequest.com/SID_1520. Included in the final report will be a deliverables section that should match the deliverables you proposed in your approved application, as modified by any contingencies or budget adjustments. In the final report form, report on Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) procurements made during the reporting period.
3. **Financial Report – FMS "Expenses" worksheet**: Information must be entered in the appropriate columns (see the "Expenses Instructions" worksheet) describing how the previous phase funds were spent plus the final 10% such that the full award amount, less any award monies not to be used, is reported. If unauthorized changes were made to the budget or deliverables without Trust approval you will be required to refund the award.
4. **Financial Documentation – Submission of invoices/receipts and an accounting of personnel costs**: Invoices/receipts and documentation of personnel expenses must be included in ONE PDF or other file. Each row entered into the FMS's "Expenses" worksheet must include a corresponding invoice/receipt/piece of documentation. Each individual invoice/receipt/piece of documentation must be numbered with the corresponding backup document numbers (Column A) in the FMS's "Expenses" worksheet and submitted in numerical order. Copies of

timesheets associated with any personnel time supported by the award must be included. Institutions of Higher Education may provide, in lieu of timesheets, time and effort reporting documentation that complies with 2 CFR 200.430. Any invoices/receipts/pieces of documentation already submitted in reporting on a previous phase, if applicable, need not be resubmitted.

5. **Final Products**: Final products that include **completed bioretention areas, permeable pavement, and native plantings; final design plans; as-builts, if applicable; a final list of native plants installed;** and additional other deliverables as outlined in your award application and as modified through any contingencies.
6. **Photos of the Project**: For all projects that involve a construction element, submit before, during, and after construction photos. For all projects that involve an outreach or community engagement element, submit photos of engagement events.

8. **Progress Report(s)**: Progress report(s) on this project including the outreach and/or restoration progress, to date, is due to the Trust on or before **12/1/2023 and 6/1/2024**.

9. **Submitting Documents/Requirements**: The signed award agreement; other contingencies; record of attendances; and status, progress, and final reports are required to be submitted by logging into the Chesapeake Bay Trust Online System account accessed through the link http://GrantRequest.com/SID_1520 with the same username and password used when you applied. Status, progress, and final report extension requests must be made using the Award Revision Request Requirement prior to the report due date. Depending on the circumstances, the Trust may or may not grant an extension. In cases where the awardee fails to submit a status report, progress report, final report, or other requirement by the due date, the Trust reserves the right to terminate the award agreement and require a refund of funds already transferred to the awardee. By signing this award agreement, the awardee agrees to comply with all conditions of this agreement, status and progress report date(s), if applicable, and the final report date listed above and agrees to return funds if a complete report is not submitted by the deadline. Failure to submit report(s)/requirement(s) by the deadline will affect eligibility of future awards.

10. **Acknowledgement of Funding Partners**: All public communications and promotion, including press releases, print publications, signage, online messaging, etc. must:
    a. Acknowledge program partners United States Environmental Protection Agency Region 3, Chesapeake Bay Program, West Virginia Department of Environmental Protection, and the Chesapeake Bay Trust (using both names and logos) whose logos appear at the top of the cover letter to this Agreement.
    b. Include the Trust's logo (available at www.cbtrust.org/logo).
    c. Issue the following statement on all work products disseminated: "This project had been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement CB95300301. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

11. **Federal Funding Requirements**: This program is a partnership of the Trust and the United States Environmental Protection Agency (EPA), with EPA funding coming through CFDA# 66.964 Chesapeake Bay Program Implementation, Regulatory/Accountability and Monitoring Grants

through Federal Award Identification Number (FAIN) CB95300301 dated 9/9/2022 For purposes of accounting, you may consider your award ($172,445) composed of 100% federal funding as a sub-award. Neither the non-federal nor the federal component of the award, if any, may be used to match funds from other federal programs. If you are receiving federal funds (i.e., the percentage of your award from federal source is >0%), as a sub-recipient:

a. You must comply with federal requirements governing the use of those funds, specifically Title 2 CFR 200: Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (Uniform Guidance).
b. If your total Federal annual expenditures exceeded $750,000 you are required to obtain a Single Audit and to furnish the Trust and our auditors with the Single Audit financial statement for each year covered by the award and allow access to your records.
c. Consistent with federal procurement guidelines, you must obtain or have obtained at least three estimates for any work to be performed by subcontractors greater than $10,000 and less than $250,000, must keep documentation on the estimates, and must use good faith efforts to engage disadvantaged/minority/women business enterprises (DBE) by reaching out to DBE/MBE/WBE firms to submit estimates/bids (the following websites may be helpful in identifying firms:
DC: https://dslbd.secure.force.com/public/,
DE: https://deldotcivilrights.dbesystem.com/FrontEnd/searchcertifieddirectory.asp,
MD: https://marylandmdbe.mdbecert.com/,
PA: http://www.dgs.internet.state.pa.us/suppliersearch,
VA: https://www.sbsd.virginia.gov/directory/,
WV: http://apps.sos.wv.gov/business/corporations/searchadvanced.aspx). You must verify by checking at http://www.sam.gov/SAM/ that any subcontractor or supplier has not been suspended, debarred, excluded, or disqualified by the federal government, and pass this requirement on to your subcontractors who in turn use subcontractors or suppliers.

12. The recipient agrees to comply with the terms and conditions included in the proposal submission and all applicable local, state, and federal laws.

The undersigned who is (are) fully authorized in the premises of the City of Charles Town, WV accepts, subject to the terms and conditions in the above award agreement.

Return signed copied of the full award agreement, with each page initialed and full signatures on the last page*, by uploading a scanned copy to your Chesapeake Bay Trust Online System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Please keep a copy for your records.

Signature of Executive Officer*	Title	Date
Signature of Project Leader*	Title	Date
Signature of Jana Davis, Ph.D., President; Chesapeake Bay Trust	President	7/14/2023 Date

Award #: 22245 Award Program: Green Streets, Green Jobs, Green Towns

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-765: YMCA Resolution

ATTACHMENTS:
- YMCA Resolution.docx

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

A Resolution Supporting the Expansion of the YMCA into Jefferson County

WHEREAS, the top need identified by most leaders of Jefferson County is activities for kids and families, early-career single adults, and the elderly; and

WHEREAS, Jefferson County local governments have consistently recognized the need to expand both recreational opportunities and child care programs to support residents; and

WHEREAS, when choosing a location, businesses rate quality-of-life features like recreation and child care facilities as highly important; and

WHEREAS, the average wait time between seeking child care and receiving a placement in Jefferson County is 13.3 months; and

WHEREAS, the average wait time for child care far exceeds the neighboring counties-- Berkeley County, WV, at 6 months, and Frederick, MD, at 3 months; and

WHEREAS, in addition to the public-at-large and Shepherd University students, the area's six high school swim teams (Berkeley and Jefferson counties) must share the Shepherd University pool facility, resulting in limited and truncated practice times for each team; and

WHEREAS, the YMCA is the nation's largest provider of child care programs; and

WHEREAS, Jefferson County is serviced by only one, year-round public pool (Shepherd University); and

WHEREAS, the YMCA is the largest pool management agency in the world; and

WHEREAS, West Virginia University Medicine identified three, main health priorities as part of their December 2022 Community Needs Assessment for Berkeley Medical Center and Jefferson Medical Center: substance use and abuse (drugs, alcohol, tobacco, vaping), obesity and chronic disease (including cancer), and mental health; and

WHEREAS, the YMCA programs mitigate negative health outcomes by providing health and wellness training and classes for all ages from pre-natal to senior; and

WHEREAS, the YMCA has a variety of opportunities for families and kids including: swimming lessons, free lifeguard training, cooking classes, teens night out, chess club, art classes, STEM (science, technology, engineering, and math) programs, dance classes, sports leagues, and homeschool programming; and

WHEREAS, the YMCA has a variety of opportunities for early-career single adults such as: adult culinary classes, adult acting classes, introduction to watercolor painting, adult sports teams, fitness classes, and more; and

WHEREAS, the YMCA has a variety of opportunities for seniors including all of the adult programs and: massage (including oncology massage), senior social breakfast, lunch and learns such as "Managing Hip Pain" and "Breast Cancer Awareness," senior yoga, warm water exercise classes, etc.

NOW, THEREFORE BE IT RESOLVED, the City of Charles Town does hereby support a YMCA expansion into Jefferson County as a means to address the significant childcare needs, lack of access to aquatic facilities and programs, and need for healthy community activities.

Adopted the _____ day of _____, 2023.

Attest:

_____
Robert M. Trainor
Mayor

_____
John Nissel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-764: City's Future Legal Representation Discussion - Executive Session

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-766: Congress & Lawrence Street Intersection Damage

ATTACHMENTS:

- 2023-08-01 Lawrence and Congress.pdf
- Intersection OPC - Lawrence and Congress -2023-08-04.pdf

PROJECT MANAGER _JIM_WYSONG, CITY_OF_CHARLES_TOWN_
SURVEYED BY, DATE_GRS_GROUP_(703)_727-5828_
DESIGN BY _MARK_PHILLIPS, P.E._(703)_870-3631_(KIMLEY-HORN)_

PROJECT #: 110845003

AUGUST 7, 2023

90% PRELIMINARY PLANS

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

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

STATE	CITY	PROJECT	SHEET NO.
WV	CITY OF CHARLES TOWN	110845003	1

FUNCTIONAL CLASSIFICATION AND TRAFFIC DATA

	S LAWRENCE ST	W CONGRESS ST
ROADWAY FUNCTIONAL CLASSIFICATION	MINOR URBAN COLLECTOR	MINOR URBAN COLLECTOR
AADT (2022)	~2500	~2500
GS STANDARD	GS-7	GS-7
V (MPH)	25	25

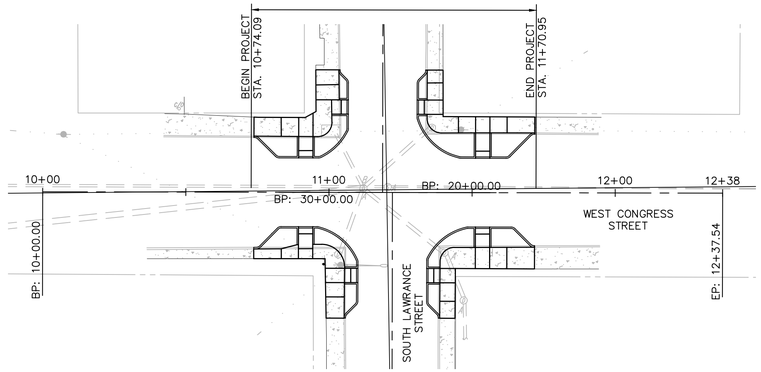
CHARLES TOWN, WEST VIRGINIA
WEST CONGRESS STREET AND SOUTH LAWRENCE STREET INTERSECTION IMPROVEMENT DESIGN
90% PRELIMINARY PLANS

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
1A	CONSTRUCTION ALIGNMENT AND SURVEY CONTROL DATA
1B(1)–1B(2)	TEMPORARY TRAFFIC CONTROL PLAN
2	GENERAL NOTES AND TYPICAL SECTIONS
2A	EXISTING CONDITIONS AND DEMOLITION PLAN
3	ROADWAY PLAN
3A(1)–3A(2)	GRADING DETAIL SHEET
3B(1)	EROSION & SEDIMENT CONTROL PHASE I
3B(2)	EROSION & SEDIMENT CONTROL PHASE II
3C(1)	DRAINAGE DESCRIPTIONS
3C(2)–3C(3)	STANDARD DETAILS
3C(4)–3C(5)	DRAINAGE CALCULATIONS
3D	DRAINAGE PROFILES
3E	SIGNING & MARKING PLAN

PLAN REVISIONS

DATE	COMMENT



PROJECT OWNER & CONSULTANT

CLIENT / OWNER

CITY OF CHARLES TOWN
JIM WYSONG
CHARLES TOWN MAINTENANCE SUPERVISOR
101 E WASHINGTON STREET
CHARLES TOWN, WV 25414

ENGINEER

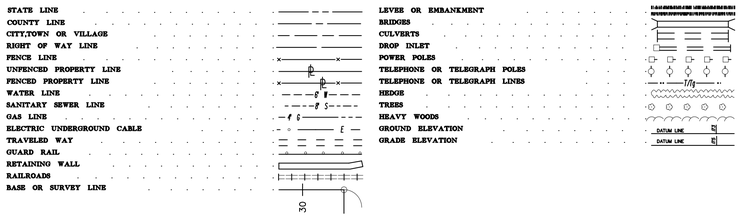
Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
11400 COMMERCE PARK DRIVE
SUITE 400
RESTON, VA 20191
PHONE: 703-674-1300
FAX: 703-674-1350

SURVEYOR

GRS GROUP
6703 DELAND COURT
WEST SPRINGFIELD, VA 22152
PHONE: (703) 727-5828
FAX: (703) 763-2320

CONVENTIONAL SIGNS



ADDITIONAL EASEMENTS FOR UTILITY RELOCATIONS MAY BE REQUIRED BEYOND THE PROPOSED RIGHT OF WAY SHOWN ON THE PLANS.

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

THE COMPLETE ELECTRONIC .PDF VERSION OF THE PLAN ASSEMBLY AS AWARDED, INCLUDING ALL SUBSEQUENT REVISIONS, WILL BE THE OFFICIAL CONSTRUCTION PLANS. FOR INFORMATION RELATIVE TO ELECTRONIC FILES AND LAYERED PLANS, SEE GENERAL NOTES.

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.

CHARLES TOWN – COMPLETE LIST OF WAIVERS/VARIANCES

ORDINANCE	SECION OF ORDINANCE	DESCRIPTION OF WAIVER OR VARIANCE	DATE GRANTED

LOCATION MAP



EINGINEER/SURVEYOR'S CERTIFICATION

"THE PLAT REPRESENTS A SURVEY MADE BY HIM/HER; ALL MONUMENTS AND IMPROVEMENTS INDICATED THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN; HE/SHE IS FAMILIAR WITH ALL REQUIREMENTS OF THIS ORDINANCE; AND, TO HIS/HER BEST KNOWLEDGE AND BELIEF, ALL REQUIREMENTS OF THIS ORDINANCE HAVE BEEN FULLY COMPLIED THEREWITH."

MARK R. PHILLIPS
KIMLEY-HORN & ASSOCIATES, INC.
DATE

APPROVALS

PRELIMINARY PLAT APPROVAL — DATE

PLANNING COMMISSION — DATE

ZONING ADMINISTRATOR — DATE

THESE PLANS ARE IN CONFORMANCE WITH CITY OF CHARLES TOWN STANDARDS AND ORDINANCES, ANY DEVIATION OR CHANGE IN THESE PLANS SHALL BE APPROVED BY THE ZONING ADMINISTRATOR PRIOR TO CONSTRUCTION.

CALL "MISS UTILITY"
MISS UTILITY OF WEST VIRGINIA (MUWV) AT 811 OR 1-800-245-4848, 48 HOURS PRIOR TO THE START OF WORK. EXCAVATORS MUST NOTIFY ALL PUBLIC UTILITY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATING OR BLASTING AND HAVE THOSE FACILITIES LOCATED BY THE UTILITY COMPANIES PRIOR TO COMMENCING EXCAVATION. THE EXCAVATOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL COUNTY REQUIREMENTS, WEST VIRGINIA CODE AND REGULATIONS.

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

PROJECT	SHEET NO.
110845003	1

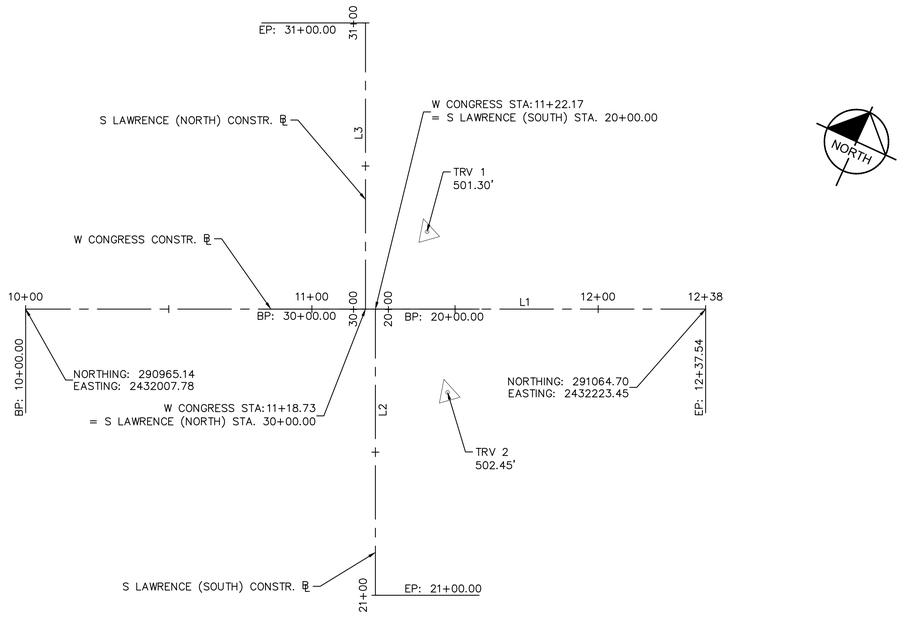
PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	1A

CONSTRUCTION ALIGNMENT AND SURVEY CONTROL DATA



CONSTRUCTION ALIGNMENT DATA – W CONGRESS											
NO.	DELTA OR BRG	RADIUS	PC	PT	LENGTH	PI NORTHING	PI EASTING	TANGENT START NORTHING	TANGENT START EASTING	TANGENT END NORTHING	TANGENT END EASTING
L1	N 65°13'16" E		10+00.00	12+37.54	237.54'			290965.14	2432007.78	291064.70	2432223.45

CONSTRUCTION ALIGNMENT DATA – S LAWRENCE (SOUTH)											
NO.	DELTA OR BRG	RADIUS	PC	PT	LENGTH	PI NORTHING	PI EASTING	TANGENT START NORTHING	TANGENT START EASTING	TANGENT END NORTHING	TANGENT END EASTING
L2	S 24°46'44" E		20+00.00	21+00.00	100.00'			291016.35	2432118.71	290925.55	2432160.62

CONSTRUCTION ALIGNMENT DATA – S LAWRENCE (NORTH)											
NO.	DELTA OR BRG	RADIUS	PC	PT	LENGTH	PI NORTHING	PI EASTING	TANGENT START NORTHING	TANGENT START EASTING	TANGENT END NORTHING	TANGENT END EASTING
L3	N 24°46'44" W		30+00.00	31+00.00	100.00'			291014.90	2432115.58	291105.70	2432073.67

TRAVERSE POINT LOCATION TABLE			
POINT	NORTHING	EASTING	ELEVATION
TRV1	291048.38	2432123.82	501.30'
TRV2	291000.53	2432153.71	502.45'

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W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

CONSTRUCTION ALIGNMENT AND SURVEY CONTROL DATA

GRAPHIC SCALE IN FEET 0 12.5 25 50

PROJECT	SHEET NO.
110845003	1A

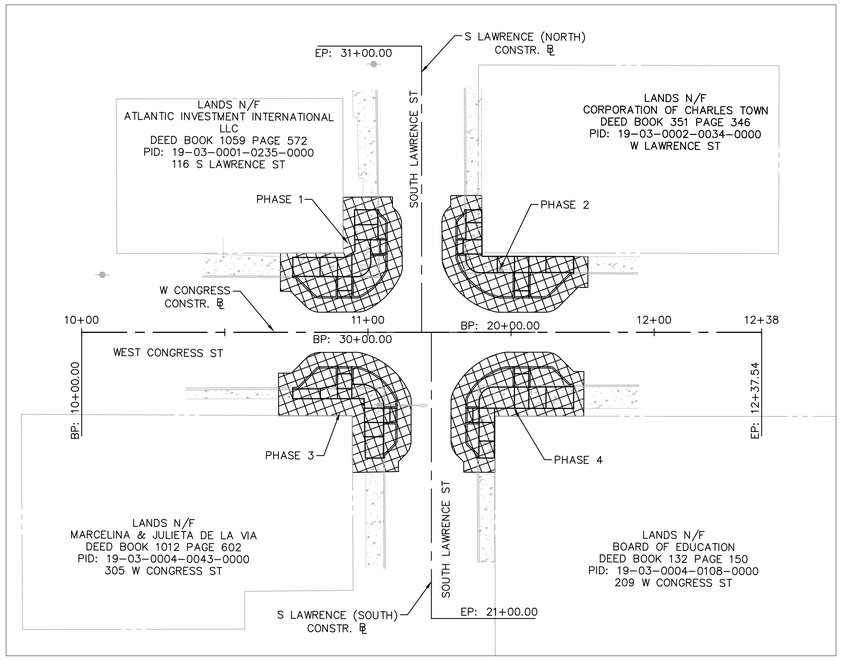
PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	1B(1)

TEMPORARY TRAFFIC CONTROL PLAN



SEQUENCE OF CONSTRUCTION

PHASE 1

CONTRACTOR SHALL SET UP EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR PHASE I AS DEPICTED IN THE PLANS.

INSTALL TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES IN ACCORDANCE WITH TTC-36.1.

CONTRACTOR SHALL SET UP EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR PHASE II AS DEPICTED IN THE PLANS.

CONSTRUCT STORM IMPROVEMENTS, CURB, AND SIDEWALK IMPROVEMENTS AS DEPICTED IN THE ROADWAY PLANS.

PHASE 2

CONTRACTOR SHALL SET UP EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR PHASE 2 AS DEPICTED IN THE PLANS.

INSTALL TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES IN ACCORDANCE WITH TTC-36.1.

CONTRACTOR SHALL SET UP EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR PHASE II AS DEPICTED IN THE PLANS.

CONSTRUCT STORM IMPROVEMENTS, CURB, AND SIDEWALK IMPROVEMENTS AS DEPICTED IN THE ROADWAY PLANS.

PHASE 3

CONTRACTOR SHALL SET UP EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR PHASE 3 AS DEPICTED IN THE PLANS.

INSTALL TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES IN ACCORDANCE WITH TTC-36.1.

CONTRACTOR SHALL SET UP EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR PHASE II AS DEPICTED IN THE PLANS.

CONSTRUCT STORM IMPROVEMENTS, CURB, AND SIDEWALK IMPROVEMENTS AS DEPICTED IN THE ROADWAY PLANS.

PHASE 4

CONTRACTOR SHALL SET UP EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR PHASE 4 AS DEPICTED IN THE PLANS.

INSTALL TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES IN ACCORDANCE WITH TTC-36.1.

CONTRACTOR SHALL SET UP EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR PHASE II AS DEPICTED IN THE PLANS.

CONSTRUCT STORM IMPROVEMENTS, CURB, AND SIDEWALK IMPROVEMENTS AS DEPICTED IN THE ROADWAY PLANS.

PHASE 5

INSTALL TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES IN ACCORDANCE WITH TTC-67.1.

CONSTRUCT MILL & OVERLAY IMPROVEMENTS AS DEPICTED IN THE ROADWAY PLANS FROM STATION 10+74.11 TO 11+71.09

Typical Traffic Control
Crosswalk Closure and Pedestrian Detour Operation
(Figure TTC-36.1)
NOTES

Standard:

1. **When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.**
2. **Curb parking shall be prohibited for at least 50 feet in advance of the midblock crosswalk.**

Guidance:

3. *Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.*
4. *Pedestrian traffic signal displays controlling closed crosswalks should be covered or deactivated.*
5. *Temporary markings should be considered for operations exceeding three days in duration.*

Option:

6. Only the TTC devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS (W5-1) signs, may be used to control vehicular traffic.
7. For nighttime closures, Type A Flashing warning lights may be used on barricades supporting signs and closing sidewalks.
8. In order to maintain the systematic use of the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs in a jurisdiction, the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs may be used in TTC zones.

Standard:

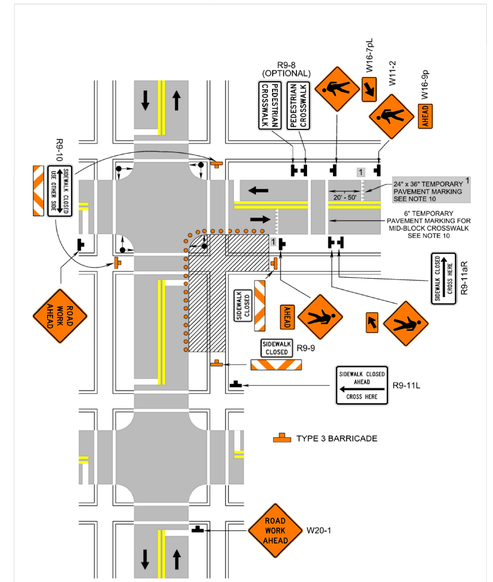
9. **All sidewalk closures shall be closed with Type 3 Barricades.**

Support:

10. Refer to Sections 3B-16 through 3B-18 of the 2009 MUTCD and the Virginia Supplement to the MUTCD1 for crosswalk1 lines, yield lines and other related TTC devices that may be used to control vehicular traffic at midblock crosswalks.

1: Revision 1 – 4/1/2015

Crosswalk Closure and Pedestrian Detour Operation
(Figure TTC-36.1)



1: Revision 1 – 4/1/2015

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W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

TEMPORARY TRAFFIC CONTROL PLAN

GRAPHIC SCALE IN FEET 0 12.5 25 50

PROJECT	SHEET NO.
110845003	1B(1)

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

TEMPORARY TRAFFIC CONTROL PLAN

Typical Traffic Control

***Lane Closure Operation through an Unsignalized Intersection*[1]**

(Figure TTC-67.0)

NOTES

Guidance:

1. *Sign spacing distance should be 350'-500' where the posted speed limit is 45 mph or less, 500'-800' where the posted speed limit is greater than 45 mph.*

Standard:

2. **Channelizing device spacing shall be on 20' centers or less 100 feet in advance of the intersection.**

Guidance:

3. *If room permits, a shadow vehicle with at least one rotating amber light or high intensity amber strobe light should be parked 80'-120' in advance of the first work crew.*
4. *If the posted speed limit is 45 mph or greater, the shadow vehicle should have a truck-mounted attenuator.*
5. *If the work space extends across a crosswalk, the crosswalk should be closed using the information and devices shown in Figure TTC-36.*

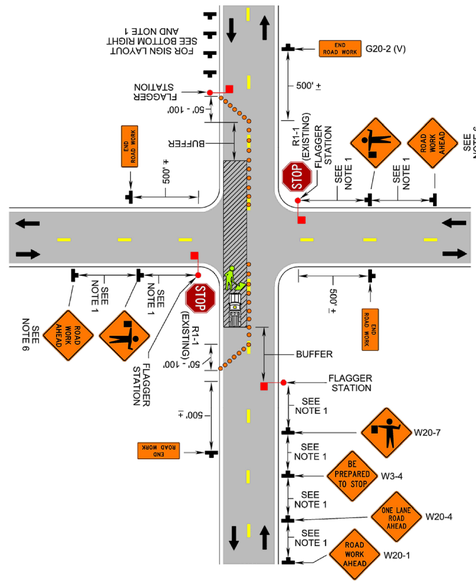
Option

6. At the stop condition intersecting roadway, additional flagger sign may be used (BE PREPARED TO STOP (W3-4)) between the ROAD WORK AHEAD and the flagger station in the proper sequence, as directed by the Regional Traffic Engineer.

1: Revision 1 – 4/1/2015

Lane Closure Operation through an Unsignalized Intersection[1]

(Figure TTC-67.0)



1: Revision 1 – 4/1/2015

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	1B(2)

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W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

TEMPORARY TRAFFIC CONTROL PLAN

	PROJECT	SHEET NO.
	110845003	1B(2)

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

GENERAL NOTES AND TYPICAL SECTIONS

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	2

GENERAL NOTES

1. METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS HEREIN SHALL CONFORM TO CURRENT JEFFERSON COUNTY CONSTRUCTION STANDARDS AND SPECIFICATIONS AND/OR CURRENT WVDOT STANDARDS AND SPECIFICATIONS.
2. THE ENGINEER SHALL NOT HAVE CONTROL OVER OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES NOR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH WORK SHOWN ON THESE PLANS. THE ENGINEER IS NOT RESPONSIBLE FOR THE CONTRACTOR'S SCHEDULES OR FAILURE TO CARRY OUT THE WORK. THE ENGINEER IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR THEIR AGENTS OR EMPLOYEES, OR ANY OTHER PERSON PERFORMING PORTIONS OF THE WORK.
3. THE CONTRACTOR, OWNER OR DEVELOPER SHALL BE RESPONSIBLE FOR SECURING ANY THIRD PARTY INSPECTION/TESTING SERVICE TO INSURE CONSTRUCTION COMPLIANCE WITH THESE PLANS AND SPECIFICATIONS. IT IS GREENWAY ENGINEERING'S RECOMMENDATION THAT A THIRD PARTY INSPECTION/TESTING SERVICE BE EMPLOYED TO ENSURE THAT PROJECT IS COMPLETED AND MATERIALS INSTALLED MEET THE DETAILS AND SPECIFICATIONS IN THESE PLANS.
4. THE LOCATION OF EXISTING UTILITIES SHOWN IN THESE PLANS ARE TAKEN FROM EXISTING RECORDS AND AVAILABLE ASBUILT DATA. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES AS NEEDED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DIGGING OF ALL TEST HOLES THAT MAY BE REQUIRED, WHETHER RECOMMENDED OR NOT BY THESE PLANS, TO DETERMINE THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES. IF ANY CONFLICTS ARISING FROM THIS EXISTING UTILITY VERIFICATION OR IF DURING THE COURSE OF CONSTRUCTION, ANY OBJECT OF AN UNUSUAL NATURE IS ENCOUNTERED, THE CONTRACTOR SHALL CEASE WORK IN THAT AREA AND IMMEDIATELY NOTIFY KIMLEY-HORN & ASSOCIATES AND/OR THE PROPER AUTHORITY. KIMLEY-HORN & ASSOCIATES OR ANY ENGINEER ASSOCIATED WITH THESE PLANS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSTRUCTION COST THAT MAY BE ASSOCIATED WITH THE INSTALLATION OR REINSTALLATION ANY UTILITY OR OTHER IMPROVEMENTS IF NOT NOTIFIED OF ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THE APPROVED PLAN.
5. THE APPROVAL OF THESE PLANS IN NO WAY RELIEVE THE DEVELOPER, THE CONTRACTOR, OR THEIR AGENTS OF ANY LEGAL RESPONSIBILITY WHICH MAY BE REQUIRED BY THE CODE OF WEST VIRGINIA OR ANY OTHER ORDINANCE ENACTED BY THE COUNTY NOR DOES IT GUARANTEE THE ISSUANCE OF ANY REQUIRED PERMIT BY THE COUNTY, WVDOT OR ANY OTHER AGENCY.
6. AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. A REPRESENTATIVE OF THE DEVELOPER MUST BE AVAILABLE AT ALL TIMES.
7. THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF CLEANING MUD FROM TRUCKS AND/OR OTHER EQUIPMENT PRIOR TO ENTERING PUBLIC STREETS, AND IT IS THE CONTRACTORS RESPONSIBILITY TO CLEAN STREETS, ALLAY DUST, AND TO TAKE WHATEVER MEASURES ARE NECESSARY TO INSURE THAT PUBLIC STREETS ARE MAINTAINED IN A CLEAN, MUD AND DUST FREE CONDITION AT ALL TIMES.
8. THE DEVELOPER WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING STREETS AND UTILITIES WHICH OCCURS AS A RESULT OF HIS CONSTRUCTION PROJECT WITHIN OR CONTIGUOUS TO THE EXISTING RIGHT-OF-WAY.
9. WARNING SIGNS, MARKERS, BARRICADES OR FLAGMEN SHOULD BE IN ACCORDANCE WITH THE STATE AND FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
10. ALL UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE CONSTRUCTION LIMITS OF THE SITE PLAN BEFORE PLACING EMBANKMENT.
11. ALL PAVEMENT SECTIONS SHOWN ON THESE APPROVED PLANS ARE FOR PRELIMINARY DESIGN ONLY. FINAL PAVEMENT DESIGN SHALL BE BASED UPON ACTUAL FIELD TESTED CBR VALUES. THE CONTRACTOR OR DEVELOPER SHALL BE RESPONSIBLE FOR FIELD TESTS PER WVDOT STANDARDS TO OBTAIN ACTUAL CBR VALUES FOR FINAL DESIGN. FINAL PAVEMENT DESIGNS WILL BE APPROVED BY WVDOT AND/OR THE OWNER/DEVELOPER, WHICH EVER APPLICABLE, PRIOR TO INSTALLATION.
12. ALL SPRINGS SHALL BE CAPPED AND PIPED TO THE NEAREST STORM SEWER MANHOLES OR CURB INLET. THE PIPE SHALL BE MINIMUM 6" DIAMETER.
13. WHEN GRADING IS PROPOSED WITHIN EASEMENTS OF UTILITIES, LETTERS OF PERMISSION FROM ALL INVOLVED COMPANIES MUST BE PROVIDED TO THE CITY PRIOR TO ISSUANCE OF GRADING AND/OR SITE DEVELOPMENT PERMITS.
14. NOTIFICATION SHALL BE GIVEN TO THE JEFFERSON COUNTY PUBLIC SEWER DISTRICT TWO WEEKS PRIOR TO CONSTRUCTION SO THEY CAN ARRANGE TO HAVE A PROJECT REPRESENTATIVE DURING CONSTRUCTION. THE DISTRICT WOULD LIKE TO BE IN THE PRE-CONSTRUCTION PROJECT MEETINGS WITH THE CONTRACTOR.
15. NOTIFICATION SHALL BE GIVEN TO THE CITY OF CHARLES TOWN UTILITY BOARD PRIOR TO CONSTRUCTION OF WATER LINES. INFORMATION SHOULD ALSO BE OBTAINED FROM THE APPROPRIATE AUTHORITY CONCERNING PERMITS, CUT SHEETS, AND CONNECTIONS TO EXISTING LINES.
16. THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO SUPPLY ALL UTILITY COMPANIES WITH COPIES OF THE APPROVED PLANS AND ADVISE THEM THAT ALL GRADING SHALL CONFORM TO THE APPROVED PLANS, AND FURTHER THAT THE UTILITY COMPANIES SHALL BE RESPONSIBLE FOR HONORING THESE PLANS AND THE FINISHED GRADES IN THE INSTALLATION OF THEIR UTILITY LINES.
17. ALL UTILITIES TO BE LOCATED UNDERGROUND.
18. CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATING OR BLASTING AT LEAST TWO (2) WORKING DAYS, BUT NOT MORE THAN TEN (10) WORKING DAYS, PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION.
19. THE DEVELOPER WILL BE RESPONSIBLE FOR THE RELOCATION OF ANY UTILITIES WHICH IS REQUIRED AS A RESULT OF HIS PROJECT. THE RELOCATION SHOULD BE DONE PRIOR TO CONSTRUCTION.
20. CONTROLLED FILLS SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY METHOD "A" PER STANDARD PROCTOR AASHTO-T99, ASTM-D698, OR VTM-1 AS APPLICABLE. DENSITY SHALL BE CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER AND RESULTS SUBMITTED TO JEFFERSON COUNTY, PRIOR TO PAVEMENT CONSTRUCTION. IF A GEOTECHNICAL REPORT HAS BEEN PREPARED, IT SHOULD SUPERSEDE THE REQUIREMENTS IN THIS NOTE.
21. REFER TO GEOTECHNICAL ENGINEER FOR METHODS, MATERIALS AND DETAILS FOR CONSTRUCTION OF ALL EARTHWORK ACTIVITIES.
22. CONSTRUCTION DEBRIS SHALL BE CONTAINERIZED. NO LESS THAN ONE LITTER RECEPTACLE SHALL BE PROVIDED AT THE CONSTRUCTION SITE.

CITY OF CHARLES TOWN ORDINANCE NOTES:

1. STORM WATER MANAGEMENT SHALL BE PROVIDED BY A COMBINATION OF AN EXISTING STORMWATER MANAGEMENT POND ADJACENT TO OUR SITE AND A PROPOSED UNDERGROUND STORMWATER MANAGEMENT FACILITY, AND BIORETENTION BASIN. THE EXISTING STORMWATER MANAGEMENT POND IS PERMITTED FOR USE PER AGREEMENT IN DEED BOOK 1029, PAGE 165.
2. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF CHARLES TOWN ZONING ORDINANCE AND ARTICLE 1333 OF THE CITY OF CHARLES TOWN SUBDIVISION AND LAND DEVELOPMENT ORDINANCE. CHANGES OR REVISIONS IN CONSTRUCTION PLANS AND SPECIFICATIONS SHALL NOT BE MADE UNLESS FIRST APPROVED BY THE CITY OF CHARLES TOWN AND OTHER APPROPRIATE AGENCIES
3. ALL STREET AND TRAFFIC CONTROL SIGNS SHALL CONFORM TO THE STANDARDS SET FORTH IN SECTION ARTICLE 1333.04 OF THE CITY OF CHARLES TOWN SUBDIVISION AND LAND DEVELOPMENT ORDINANCE. IN ADDITION, ALL SIGNS SHALL BE INSTALLED IN THE PUBLIC RIGHT-OF-WAY AND LOCATED IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2009 EDITION AND THE CITY MANAGER.
4. ARCHITECTURALS SHALL BE PROVIDED UNDER SEPARATE COVER.
5. ALL SITE IMPROVEMENTS SHOWN SHALL BE BONDED TO THE SATISFACTION OF THE PLANNING COMMISSION PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
6. RETAINING WALLS 18 INCHES OR GREATER IN HEIGHT REQUIRE A BUILDING PERMIT THAT MUST BE OBTAINED BY THE OWNER/DEVELOPER. THESES WALLS MUST BE DESIGNED AND CERTIFIED BY A LICENSED WEST VIRGINIA ENGINEER AND SHALL BE SUBMITTED UNDER SEPARATE COVER.
7. ALL ENTRANCE SIGNS, BUILDING SIGNS AND FREESTANDING PYLON SIGN SHALL REQUIRE A SIGN PERMIT TO ENSURE CONFORMANCE WITH THE CITY OF CHARLES TOWN'S SIGN REGULATIONS.
8. ALL FREESTANDING SIGNS SHALL BE ERECTED AT A MAXIMUM HEIGHT OF 30 FEET AND SHALL CONTAIN A MAXIMUM SQUARE FOOTAGE OF 100 SQUARE FEET, EXCLUDING STRUCTURE COMPONENTS FOR THE SIGN. ALL FREESTANDING SIGNS PERMITTED SHALL COMPLY WITH THE CITY OF CHARLES TOWN ZONING ORDINANCE SIGN REQUIREMENTS.
9. ALL BUILDING MOUNTED SIGNS OR BUSINESS SIGNS LOCATED ON INDIVIDUAL LOTS SHALL HAVE A MAXIMUM SQUARE FOOTAGE OF 50 SQUARE FEET, EXCLUDING STRUCTURAL COMPONENTS FOR THE SIGN AND EACH LOT IS TO BE ALLOWED ONE SIGN.
10. AS REQUIRED BY THE ZONING ORDINANCE, STRUCTURES SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 55 FEET WITHIN THE GENERAL COMMERCIAL DISTRICT.

CITY OF CHARLES TOWN ENGINEERING NOTES:

1. EXISTING TREES ARE TO REMAIN IN THEIR NATURAL CONDITION THROUGHOUT THE DEVELOPMENT WHEREVER PRACTICAL.
2. AT THIS TIME, NO OFF-SITE BORROW PITS ARE ANTICIPATED FOR THIS PROJECT.
3. PROPERTY CORNERS ARE TO BE SET WITH 5 8" x 30" REBARS WITH I.D. CAPS UNLESS OTHERWISE NOTED.
4. ALL PROPOSED UTILITIES (E.G. ELECTRIC, CABLE, TELEPHONE) SHALL BE LOCATED UNDERGROUND.
5. CUT AND FILL ACTIVITY/MATERIAL SHALL NOT ENCROACH ON ADJOINING PROPERTIES.
17. SOLID WASTE REMOVAL HAS BEEN PROVIDED BY 1 REFUSE DUMPSTER LOCATION ON SITE. THE PROPERTY MANAGER WILL DETERMINE THE TYPE OF DUMPSTER AND THE FREQUENCY OF COLLECTION.
18. SITE LIGHTING IS NOT PROPOSED FOR THIS SITE. ANY ADDITIONAL LIGHTING SHALL MEET THE CITY OF CHARLES TOWN REQUIREMENTS.

WVDOT NOTES

WV1. ALL WORK, CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM WITH THE WEST VIRGINIA DIVISION OF HIGHWAYS "STANDARD SPECIFICATIONS ROADS AND BRIDGES ADOPTED JANUARY 1, 2000" AND SUPPLEMENTAL SPECIFICATIONS DATED JANUARY 1, 2001. ALL WORK ON THIS PROJECT SHALL ALSO CONFORM WITH THE SOIL CONSERVATION SERVICE EROSION AND SEDIMENT CONTROL REGULATIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL REGULATIONS APPLICABLE. IN THE EVENT OF CONFLICT BETWEEN ANY OF THESE STANDARDS, SPECIFICATIONS, OR PLANS, THE MOST STRINGENT SHALL GOVERN.

WV2. ALL CONSTRUCTION SHALL COMPLY WITH THE LATEST U.S. DEPARTMENT OF LABOR OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION.

WV3. WHEN WORKING ON WVDOT RIGHT-OF-WAY, ALL TRAFFIC CONTROL, WHETHER PERMANENT OR TEMPORARY, SHALL BE IN ACCORDANCE WITH "TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS" DATED NOVEMBER 1994 AS PUBLISHED BY WVDOT.

WV4. DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION, CONTROL AND SAFETY OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY WVDOT.

WV.5 PRIOR TO INITIATION OF WORK, CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY WVDOT LAND USE PERMITS FOR ANY WORK ON WVDOT RIGHT-OF-WAY.

WV.6 IF REQUIRED BY THE LOCAL WVDOT RESIDENCY OFFICE, A PRECONSTRUCTION CONFERENCE MUST BE ARRANGED AND HELD BY THE ENGINEER AND/OR DEVELOPER WITH THE ATTENDANCE OF THE CONTRACTOR, VARIOUS COUNTY AGENCIES, UTILITY COMPANIES AND WVDOT PRIOR TO INITIATION OF WORK.

WV7. CONTRACTOR SHALL NOTIFY THE LOCAL WVDOT RESIDENCY OFFICE WHEN WORK IS TO BEGIN OR CEASE FOR ANY UNDETERMINED LENGTH OF TIME. WVDOT WILL ALSO REQUIRE 48 HOURS NOTICE FOR ANY INSPECTION.

WV.8 THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING ADEQUATE ACCESS TO THE PROJECT FROM THE ADJACENT PUBLIC ROADWAY THROUGH CONSTRUCTION AND MAINTENANCE OF A CONSTRUCTION ENTRANCE IN ACCORDANCE WITH THE SOIL CONSERVATION SERVICE EROSION & SEDIMENT CONTROL HANDBOOK. FURTHERMORE, ACCESS TO OTHER PROPERTIES AFFECTED BY THIS PROJECT SHALL BE MAINTAINED THROUGH CONSTRUCTION.

WV9. CONTRACTOR SHALL ENSURE ADEQUATE DRAINAGE IS ACHIEVED AND MAINTAINED ON THE SITE DURING AND AT THE END OF CONSTRUCTION.

WV10. ALL WATER AND SEWER LINES WITHIN EXISTING OR PROPOSED WVDOT RIGHT-OF-WAY ARE TO HAVE MINIMUM 36" COVER AND, WHEN POSSIBLE, TO BE INSTALLED UNDER ROADWAY DRAINAGE FACILITIES.

WV11. ANY UNUSUAL SUBSURFACE CONDITIONS ENCOUNTERED DURING THE COURSE OF CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER AND WVDOT. WORK SHALL CEASE IN THAT VICINITY UNTIL AN ADEQUATE DESIGN CAN BE DETERMINED BY THE ENGINEER AND APPROVED BY WVDOT.

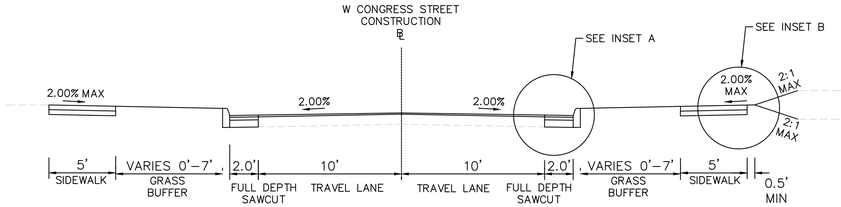
WV12. ALL UNDERCUT AREAS AND BORROW MATERIAL SHALL BE INSPECTED AND APPROVED BY WVDOT INSPECTOR PRIOR TO PLACEMENT OF FILL.

WV13. ALL ROADWAY FILL, BASE, SUBSURFACE MATERIAL AND BACKFILL OF UTILITY/STORM SEWER TRENCHES SHALL BE COMPACTED IN 6" LIFTS TO 98% OF THEORETICAL MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99 METHOD A, WITHIN PLUS OR MINUS 2% OF OPTIMUM MOISTURE FOR THE FULL WIDTH OF ANY DEDICATED STREET RIGHT-OF-WAY. AT THE DIRECTION OF WVDOT INSPECTOR DENSITY TESTS PERFORMED BY A QUALIFIED INDEPENDENT AGENCY SHALL BE CONDUCTED AS REQUIRED IN THE WVDOT ROAD AND BRIDGE SPECIFICATIONS. A COPY OF ALL TESTS SHALL BE SUBMITTED TO WVDOT PRIOR TO FINAL WVDOT APPROVAL.

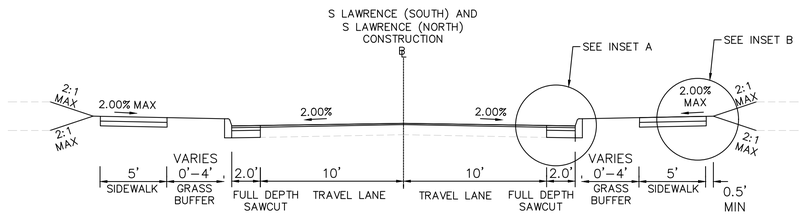
WV16. IF REQUIRED BY THE LOCAL WVDOT RESIDENCY OFFICE, COPIES OF ALL INVOICES FOR MATERIALS WITHIN ANY DEDICATED STREET RIGHT-OF-WAY MUST BE PROVIDED TO THE WVDOT INSPECTOR PRIOR TO ACCEPTANCE OF WORK. UNIT AND TOTAL PRICES MAY BE OBSCURED.

WV17. PRIOR TO ACCEPTANCE BY WVDOT OF ANY STREETS, ANY REQUIRED STREET SIGNAGE AND/OR PAVEMENT MARKINGS MUST BE INSTALLED BY THE DEVELOPER.

TYPICAL SECTIONS

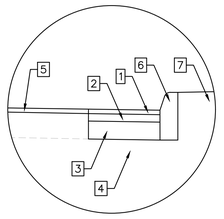


STATION TO STATION
10+73.75 11+71.84

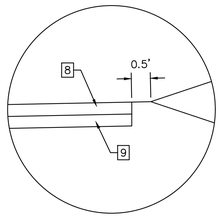


STATION TO STATION AND STATION TO STATION
20+09.98 20+43.80 30+10.04 30+42.77

INSET A



INSET B



LEGEND:

1	1-1/2" BITUMINOUS CONCRETE SURFACE COURSE
2	2-1/2" BITUMINOUS CONCRETE BASE COURSE
3	6" AGGREGATE SUBBASE
4	COMPACTED SUBGRADE
5	VAR. (2"-3") FLEXIBLE PAVEMENT PLANNING AND FIXED DEPTH OVERLAY
6	COMBINATION 6" CURB & GUTTER: STD. CG-2 REQ'D
7	STANDARD GRASS BUFFER
8	4" CLASS B CONCRETE SIDEWALK, MAXIMUM 1/4" PER FOOT
9	4" AGGREGATE BASE MATERIAL TYPE I, NO. 21B

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

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

GENERAL NOTES AND TYPICAL SECTIONS

GRAPHIC SCALE IN FEET 0 2.5 5 10

PROJECT	SHEET NO.
110845003	2

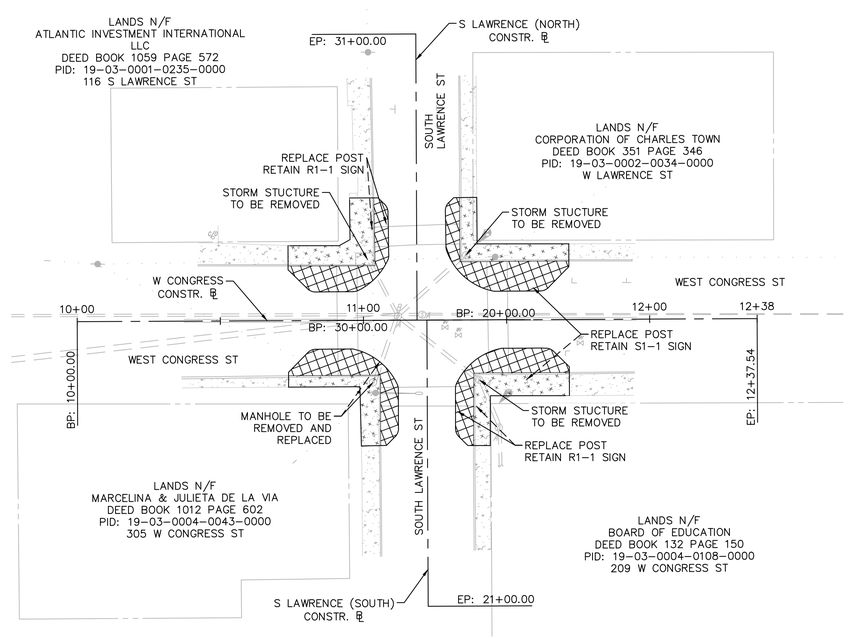
PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

MARK ROSS PHILLIPS
REGISTERED
25167
STATE OF
WEST VIRGINIA
PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	2A

EXISTING CONDITIONS AND DEMOLITION PLAN



DEMOLITION OF PAVEMENT TOTAL AREA: 1,047 SQ. FT

DEMOLITION OF CONCRETE TOTAL AREA: 1,307 SQ. FT

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W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

EXISTING CONDITIONS AND DEMOLITION PLAN

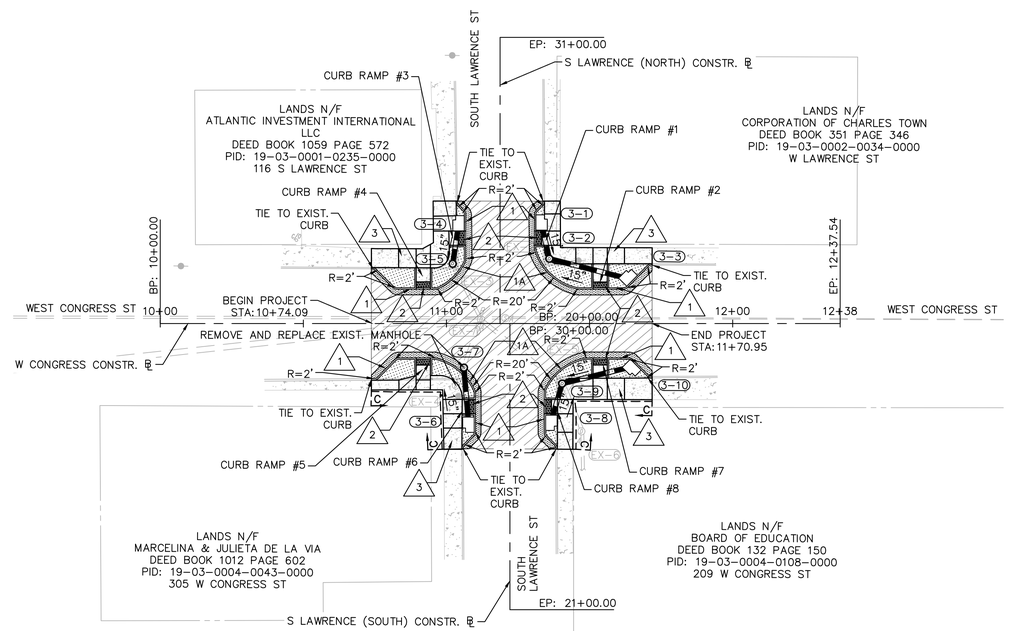
GRAPHIC SCALE IN FEET
0 12.5 25 50

PROJECT 110845003

SHEET NO. 2A

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

ROADWAY PLAN



LEGEND:

- PROPOSED FULL DEPTH PAVEMENT
- PROPOSED MILL & OVERLAY
- PROPOSED CONCRETE ITEMS
- PROPOSED GRASS BUFFER

- 1 — 6" CURB, STD. CG-2 REQ'D.
- 1A — 6" CURB, RAD. CG-2 REQ'D.
- 2 — DETECTABLE WARNING SURFACE, STD. CG-12, TYPE C REQ'D.
- 3 — HYDR.CEMENT CONC. SIDEWALK REQ'D. W=5.
- C — DENOTES CONSTRUCTION LIMITS IN CUT
- F — DENOTES CONSTRUCTION LIMITS IN FILL

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3

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

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

ROADWAY PLAN

NORTH

GRAPHIC SCALE IN FEET 0 12.5 25 50

PROJECT	SHEET NO.
110845003	3

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

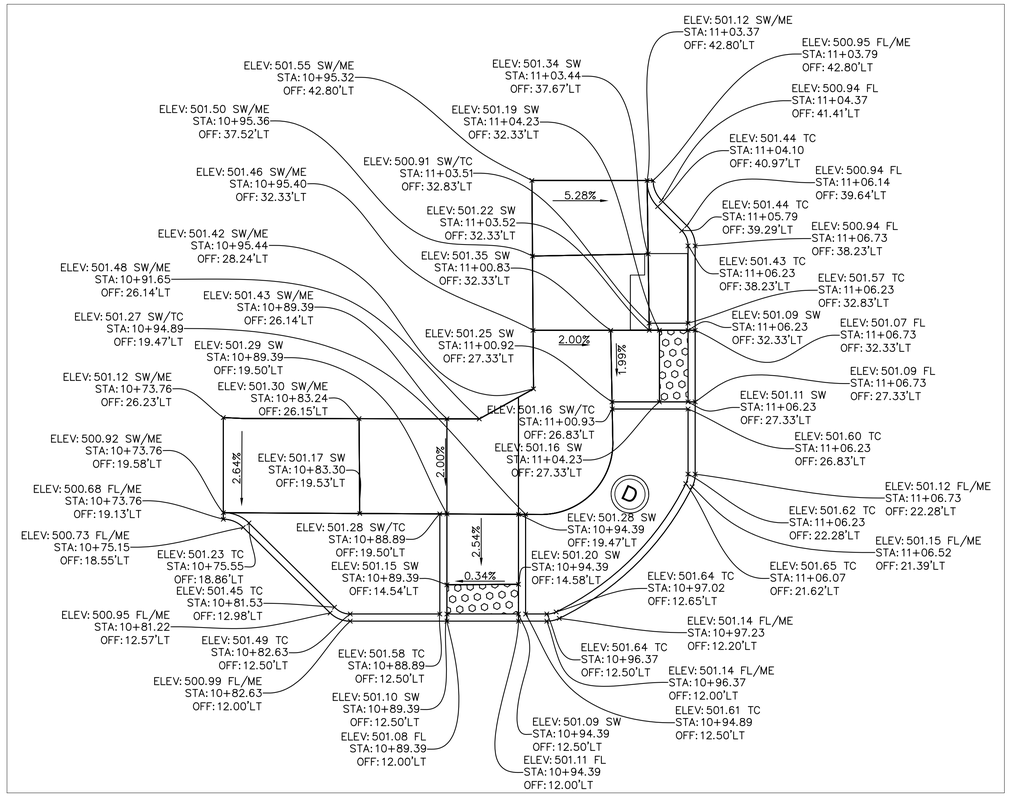
MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

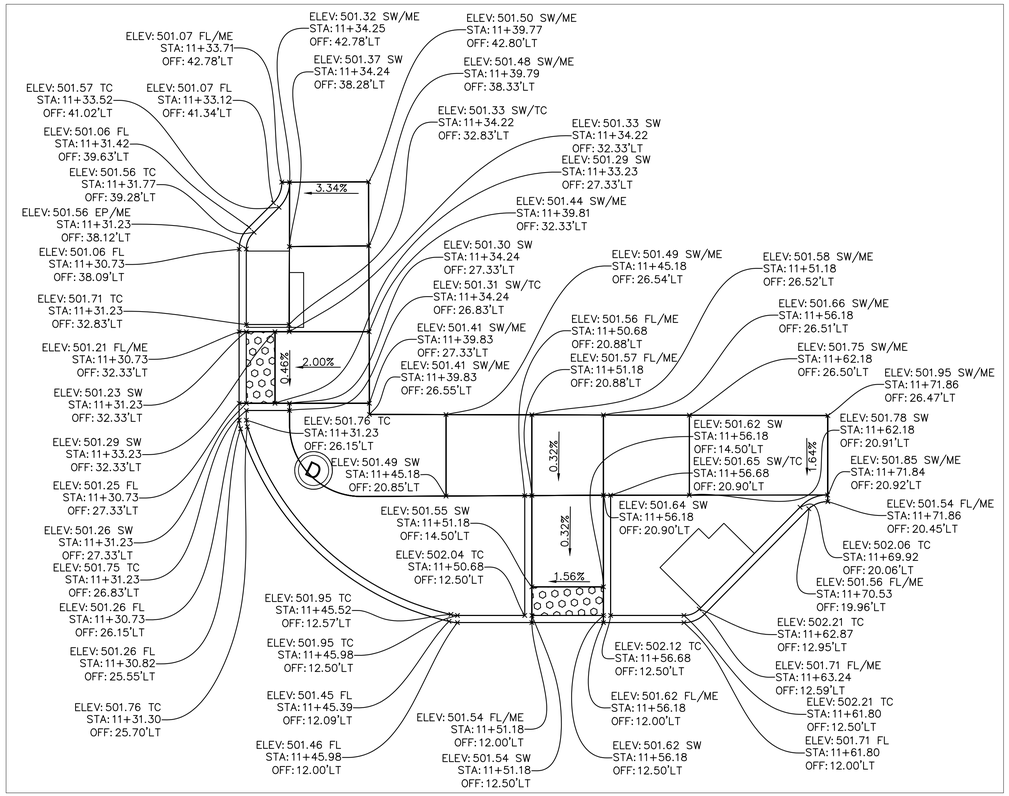
REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3A(1)

GRADING DETAIL SHEET

NORTHWEST CORNER



NORTHEAST CORNER



EP: EDGE OF PAVEMENT
FL: FLOWLINE
ME: MATCH EXISTING
SW: SIDEWALK
TC: TOP OF CURB

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

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

GRADING DETAIL SHEET

NORTH

GRAPHIC SCALE IN FEET 0 2.5 5 10

PROJECT 110845003

SHEET NO. 3A(1)

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

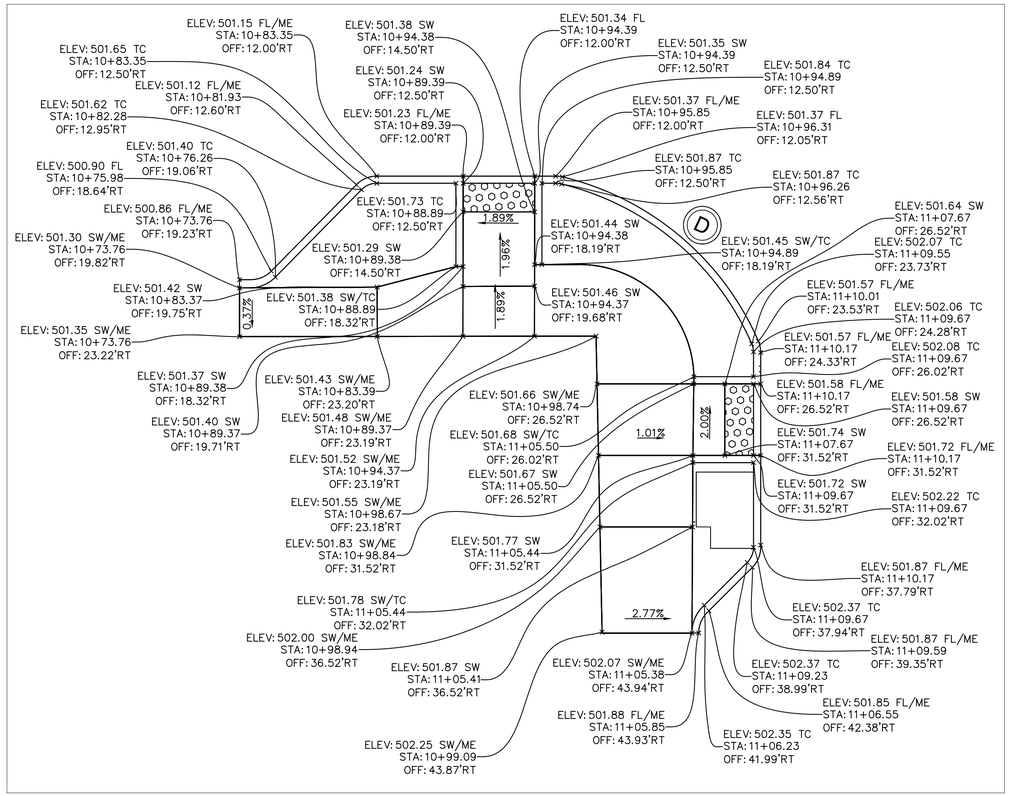
MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

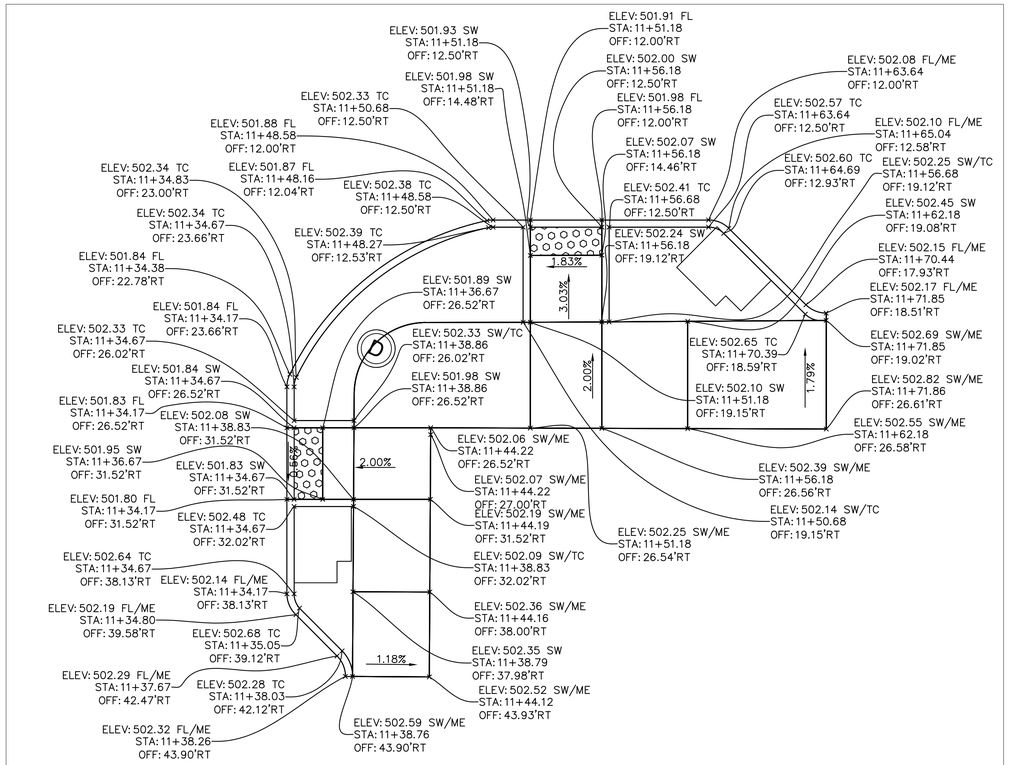
REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3A(2)

GRADING DETAIL SHEET

SOUTHWEST CORNER



SOUTHEAST CORNER



EP: EDGE OF PAVEMENT
FL: FLOWLINE
ME: MATCH EXISTING
SW: SIDEWALK
TC: TOP OF CURB

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

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

GRADING DETAIL SHEET

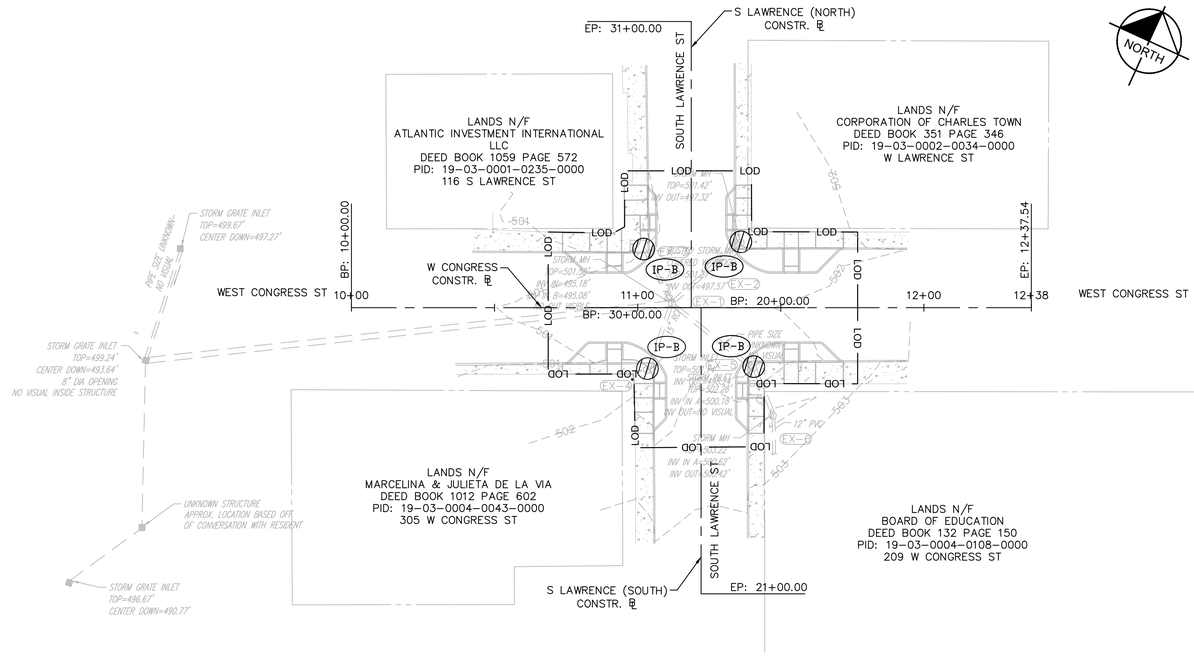
NORTH

GRAPHIC SCALE IN FEET 0 2.5 5 10

PROJECT	SHEET NO.
110845003	3A(2)

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

EROSION & SEDIMENT CONTROL PHASE I



LEGEND:

IP-B	INLET PROTECTION, EC-6, TYPE B
C	DENOTES CONSTRUCTION LIMITS IN CUT
F	DENOTES CONSTRUCTION LIMITS IN FILL
SF	TEMPORARY SILT FENCE, EC-5, TYPE A
LOD LOD	LIMITS OF DISTURBANCE

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3B(1)

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

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

EROSION & SEDIMENT CONTROL PHASE I

GRAPHIC SCALE IN FEET 0 12.5 25 50

PROJECT	SHEET NO.
110845003	3B(1)

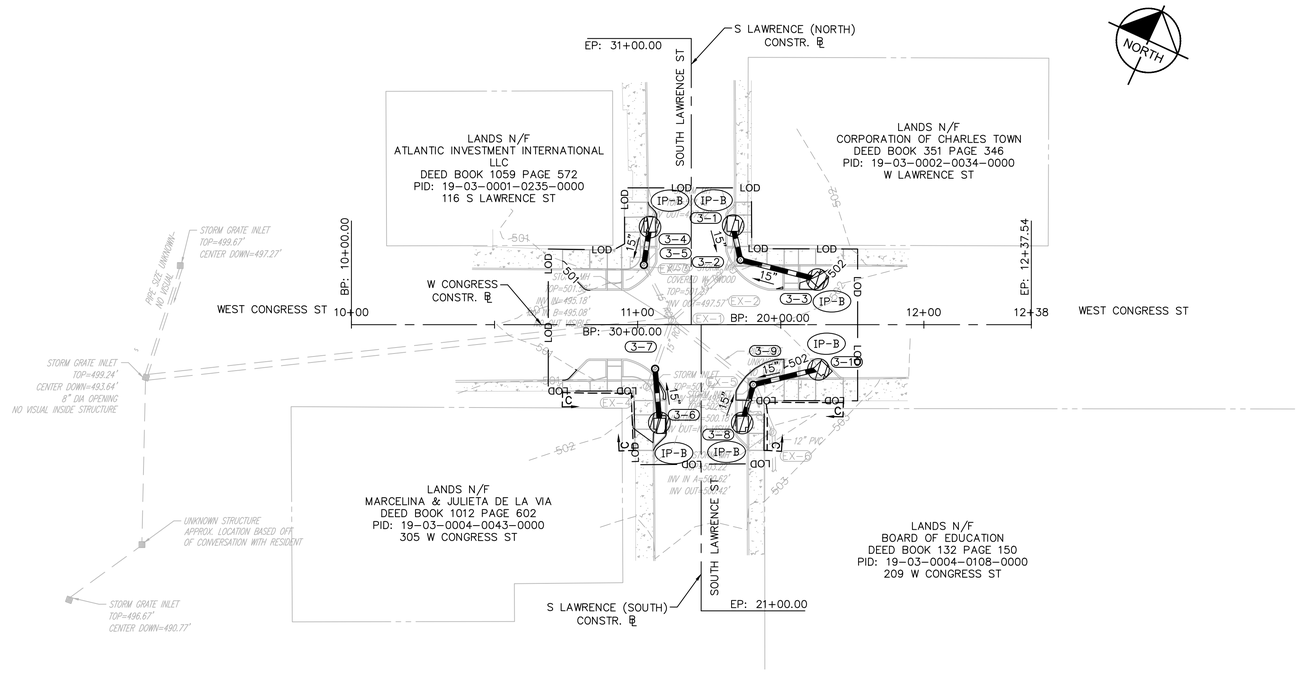
PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3B(2)

EROSION & SEDIMENT CONTROL PHASE II



LEGEND:

IP-B	INLET PROTECTION, EC-6, TYPE B
C	DENOTES CONSTRUCTION LIMITS IN CUT
F	DENOTES CONSTRUCTION LIMITS IN FILL
SF	TEMPORARY SILT FENCE, EC-5, TYPE A
LOD LOD	LIMITS OF DISTURBANCE

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

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

EROSION & SEDIMENT CONTROL PHASE II

GRAPHIC SCALE IN FEET 0 12.5 25 50

PROJECT 110845003

SHEET NO. 3B(2)

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

DRAINAGE DESCRIPTIONS

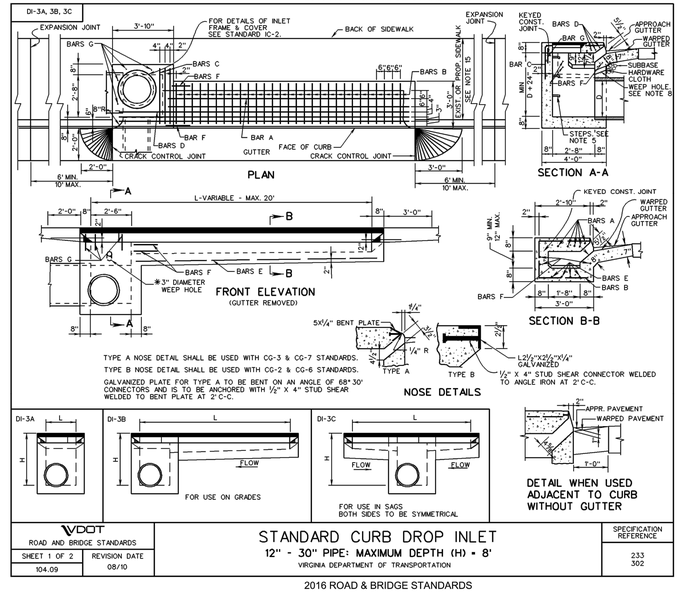
MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3C(1)

3-1	1 Std. DI-3B Req. L=4.83', H=3.95', Inv=497.48' Type B Nose, Std. IS-1 Req.	3-6	1 Std. DI-3B Req. L=4.83', H=4.48', Inv=497.58' Type B Nose, Std. IS-1 Req.	3-9	1 Std. MH-1 Req. H=3.64', Assumed Std. IS-1 Req.
3-1 – 3-2	12' – 15" Conc. Pipe Class IV Req. (Min. 0' Cover) Silt Tight Joint Type Inv(In)=497.48, Inv(Out)=497.42	3-6 – 3-7	19' – 15" Conc. Pipe Class IV Req. (Min. 3' Cover) Silt Tight Joint Type Inv(In)=497.58, Inv(Out)=497.49	EX-1	STORM MH TOP=501.58' INV IN=495.18' INV IN B=495.08' NO OUT VISIBLE
3-2	1 Std. MH-1 Req. H=5.13', Inv=496.38' Std. IS-1 Req.	3-7	1 Std. MH-1 Req. H=4.08', Inv=497.39' Std. IS-1 Req.	EX-2	BUSTED STORM MH COVERED W/ WOOD TOP=501.27' INV OUT=497.57'
3-2 – EX-1	32' – 15" Conc. Pipe Class IV Req. (Min. 0' Cover) Silt Tight Joint Type Inv(In)=497.32, Inv(Out)=495.18	3-7 – EX-1	18' – 15" Conc. Pipe Class IV Req. (Min. 0' Cover) Silt Tight Joint Type Inv(In)=497.39, Inv(Out)=495.18	EX-3	STORM MH TOP=501.42' INV OUT=497.32'
EX-1	1 Std. MH Req. H=6.41', Inv=495.18'	EX-1	1 Std. MH Req. H=6.41', Inv=495.18' Std. IS-1 Req.	EX-4	STORM INLET TOP=501.74' INV OUT=498.24'
3-3	1 Std. DI-3B Req. L=4.83', H=4.51', Inv=497.56' Type B Nose, Std. IS-1 Req.	3-8	1 Std. DI-3B Req. L=4.83', H=3.86', Inv=498.51' Type B Nose, Std. IS-1 Req.	EX-5	STORM INLET TOP=502.28' INV IN A=500.18' INV OUT=NO VISUAL
3-3 – 3-2	28' – 15" Conc. Pipe Class IV Req. (Min. 3' Cover) Silt Tight Joint Type Inv(In)=497.56, Inv(Out)=497.42	3-8 – 3-9	14' – 15" Conc. Pipe Class IV Req. (Min. 0' Cover) Silt Tight Joint Type Inv(In)=498.51, Assumed Inv(Out)=498.44	EX-6	STORM MH TOP=503.22' INV IN A=500.62' INV OUT=500.42'
3-2	1 Std. MH-1 Req. H=5.13', Inv=496.38' Std. IS-1 Req.	3-9	1 Std. MH-1 Req. H=3.64', Assumed Inv=498.34' Std. IS-1 Req. Note: Prior to construction and implementation of structure 3-9 the contractor shall verify the existing culvert invert elevation. Should the elevation differ than what is shown on the plans the contractor shall coordinate with the city and city engineer to identify a solution prior to beginning the work.		
3-4	1 Std. DI-3B Req. L=4.83', H=3.49', Inv=497.74' Type B Nose, Std. IS-1 Req.				
3-4 – 3-5	13' – 15" Conc. Pipe Class IV Req. (Min. 0' Cover) Silt Tight Joint Type Inv(In)=497.74, Inv(Out)=497.67	3-9 – EX-1	36' – 15" Conc. Pipe Class IV Req. (Min. 0' Cover) Silt Tight Joint Type Inv(In)=498.34, Inv(Out)=495.18		
3-5	1 Std. MH-1 Req. H=3.83', Inv=497.57' Std. IS-1 Req.	EX-1	1 Std. MH Req. H=6.41', Inv=495.18' Std. IS-1 Req.		
3-5 – EX-1	22' – 15" Conc. Pipe Class IV Req. (Min. 0' Cover) Silt Tight Joint Type Inv(In)=497.57, Inv(Out)=495.18	3-10	1 Std. DI-3B Req. L=4.83', H=3.93', Inv=498.55' Type B Nose, Std. IS-1 Req.		
EX-1	1 Std. MH Req. H=6.41', Inv=495.18' Std. IS-1 Req.	3-10 – 3-9	23' – 15" Conc. Pipe Class IV Req. (Min. 0' Cover) Silt Tight Joint Type Inv(In)=498.55, Assumed Inv(Out)=498.44		

2016 ROAD & BRIDGE STANDARDS



VDOT ROAD AND BRIDGE STANDARDS
SHEET 1 OF 2 | REVISION DATE 08/10 | 104.09

STANDARD CURB DROP INLET
12" - 30" PIPE: MAXIMUM DEPTH (H) = 8'
VIRGINIA DEPARTMENT OF TRANSPORTATION

SPECIFICATION REFERENCE 233 302

2016 ROAD & BRIDGE STANDARDS

2016 ROAD & BRIDGE STANDARDS

TABLE OF QUANTITIES

DI-3A, 3B, 3C

REINFORCING STEEL

TYPE	L	AREA OF SLOT	Concrete	BARS A		BARS B		BARS C		BARS D		BARS E		BARS F		BARS G		WEIGHT
	Ft.	Sq. Ft.	Cu. Yds.	No.	Lin. Ft. *	No.	Lin. Ft. *	No.	Lin. Ft. *	No.	Lin. Ft.*	No.	Lin. Ft.*	No.	Lin. Ft.*	No.	Lin. Ft.*	Lbs.
DI-3A	2'-6"	1.15	2.26	-	-	-	-	1	5'-7"	3	3'-2"	-	-	-	-	6	1'-0"	22
DI-3B	4'	1.83	2.59	5	7'-8"	2	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	7'-8"	3	1'-6"	4	1'-0"	64
	6'	2.75	3.02	5	9'-8"	6	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	9'-8"	3	1'-6"	4	1'-0"	111
	8'	3.67	3.46	5	11'-8"	10	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	11'-8"	3	1'-6"	4	1'-0"	158
	10'	4.58	3.90	5	13'-8"	14	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	13'-8"	3	1'-6"	4	1'-0"	204
	12'	5.50	4.34	5	15'-8"	18	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	15'-8"	3	1'-6"	4	1'-0"	251
	14'	6.42	4.78	5	17'-8"	22	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	17'-8"	3	1'-6"	4	1'-0"	298
	16'	7.33	5.22	5	19'-8"	26	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	19'-8"	3	1'-6"	4	1'-0"	345
	18'	8.25	5.66	5	21'-8"	30	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	21'-8"	3	1'-6"	4	1'-0"	391
	20'	9.17	6.09	5	23'-8"	34	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	23'-8"	3	1'-6"	4	1'-0"	438
DI-3C	6'	2.75	3.01	10	7'-9"	4	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	7'-9"	6	1'-6"	2	1'-0"	111
	8'	3.67	3.45	10	9'-9"	8	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	9'-9"	6	1'-6"	2	1'-0"	158
	10'	4.58	3.89	10	11'-9"	12	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	11'-9"	6	1'-6"	2	1'-0"	205
	12'	5.50	4.33	10	13'-9"	16	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	13'-9"	6	1'-6"	2	1'-0"	252
	14'	6.42	4.77	10	15'-9"	20	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	15'-9"	6	1'-6"	2	1'-0"	298
	16'	7.33	5.21	10	17'-9"	24	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	17'-9"	6	1'-6"	2	1'-0"	345
	18'	8.25	5.65	10	19'-9"	28	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	19'-9"	6	1'-6"	2	1'-0"	392
	20'	9.17	6.09	10	21'-9"	32	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	21'-9"	6	1'-6"	2	1'-0"	439

NOTES

1. DEPTH OF INLET (H) TO BE SHOWN ON PLANS.
2. THE "H" DIMENSION SHOWN ON THE STANDARDS AND SPECIFIED ON THE PLANS SHALL BE MEASURED FROM THE INVERT OF THE OUTFALL PIPE TO THE TOP OF THE STRUCTURE. FOR PURPOSES OF ESTIMATING QUANTITIES ONLY (FOR ESTIMATING PURPOSES AND NOT THE ACTUAL DIMENSIONS SHALL BE DETERMINED BY THE CONTRACTOR FROM FIELD CONDITIONS.
3. WHEN SPECIFIED ON THE PLANS THE INVERT IS TO BE SHAPED IN ACCORDANCE WITH STANDARD IS-1. THE COST OF FURNISHING AND PLACING ALL MATERIALS INCIDENTAL TO THE SHAPING IS TO BE INCLUDED IN THE BID PRICE FOR THE STRUCTURE.
4. IN THE EVENT THE INVERT OF THE OUTFALL PIPE IS HIGHER THAN THE BOTTOM OF THE STRUCTURE, THE INVERT OF THE STRUCTURE SHALL BE SHAPED WITH CEMENT MORTAR TO PREVENT STANDING OR PONDING OF WATER IN THE STRUCTURE. THE COST OF FURNISHING AND PLACING ALL MATERIALS INCIDENTAL TO THE SHAPING IS TO BE INCLUDED IN THE BID PRICE FOR THE STRUCTURE.
5. STEPS ARE TO BE PROVIDED WHEN H IS 4'-0" OR GREATER. FOR DETAILS SEE STANDARD ST-1.
6. THIS ITEM MAY BE PRECAST OR CAST-IN-PLACE.
7. #4 X 8" SMOOTH DOWELS AT APPROXIMATELY 12" C-C TO BE PLACED IN ALL AREAS ADJACENT TO ABUTTING CONCRETE TO PREVENT SETTLEMENT.
8. 3" DIAMETER WEEP HOLE TO BE LOCATED TO DRAIN SUBBASE MATERIAL. WEEP HOLE WITH 12"X18" PLASTIC HARDWARE CLOTH 1/4" MESH OR GALVANIZED STEEL WIRE MINIMUM WIRE DIAMETER 0.03", NUMBER 4 MESH HARDWARE CLOTH UNCOVERED FIRMLY TO THE OUTSIDE OF THE STRUCTURE.
9. ALL REINFORCING STEEL SHALL HAVE A MIN. COVER OF 2".
10. ALL REINFORCING STEEL TO BE CUT CLEAR OF ALL OPENINGS BY 2".
11. CAST-IN PLACE CONCRETE IS TO BE CLASS A3 (3000 PSI). PRECAST CONCRETE IS TO BE 4000 PSI.
12. LENGTH OF SLOT (L) WILL, IN EVERY CASE, BE SHOWN ON PLANS.
13. IF INLET IS CONSTRUCTED IN MEDIAN CURB OR WITH INTEGRAL CURB, GUTTER IS TO BE OMITTED (SEE DETAIL).
14. STANDARD INLETS MAY BE CONSTRUCTED WITH CONCRETE BLOCKS IN ACCORDANCE WITH THE DETAILS SHOWN ON STANDARD DRAWING DI-MB.
15. THIS AREA MAY BE EARTHEN, IN WHICH CASE THE EXPANSION JOINTS WILL APPLY ONLY TO CURB AND GUTTER.
16. CONCRETE QUANTITIES SHOWN ARE FOR DEPTH (H) OF 2'-0". WITHOUT PIPES, THE AMOUNT OF CONCRETE SHOWN MUST BE REDUCED TO OBTAIN TRUE QUANTITIES. FOR INCREASES IN DIFFERENT DEPTHS USED OR SUBTRACT 0.32 CUBIC YARDS OF CONCRETE FOR EACH FOOT OF DEPTH.
17. LENGTH OF ANGLE IRON AS SHOWN ON SHEET 1 OF 2 IS TO BE L+9⅝" AT 4.10 LBS./FT..
18. * DENOTES LENGTH OF ONE (1) BAR.
19. ALL REINFORCING BARS TO BE #5.
20. WHEN INLET IS USED IN 4'-0" MEDIAN, BACK OF INLET IS TO BE SHAPED TO CONFORM TO PROPOSED CURB.

SPECIFICATION REFERENCE 233 302

STANDARD CURB DROP INLET
12" - 30" PIPE: MAXIMUM DEPTH (H) = 8'
VIRGINIA DEPARTMENT OF TRANSPORTATION

VDOT ROAD AND BRIDGE STANDARDS
REVISION DATE | SHEET 2 OF 2 | 104.10

2016 ROAD & BRIDGE STANDARDS

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

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

DRAINAGE DESCRIPTIONS

PROJECT	SHEET NO.
110845003	3C(1)

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

STANDARD DETAILS

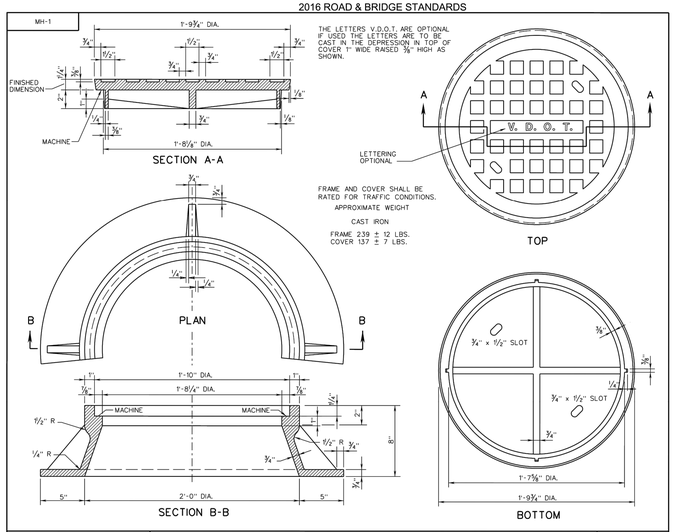
MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3C(2)

2016 ROAD & BRIDGE STANDARDS

MH-1

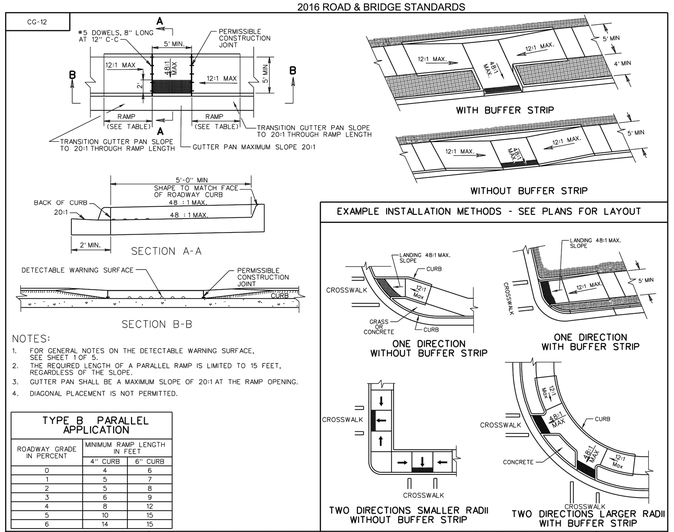


VDOT ROAD AND BRIDGE STANDARDS		A COPY OF THE ORIGINAL SEALED AND SIGNED DRAWING IS ON FILE IN THE CENTRAL OFFICE.	SPECIFICATION REFERENCE
SHEET 2 OF 3	REVISION DATE 04/20	STANDARD MANHOLE FRAME AND COVER VIRGINIA DEPARTMENT OF TRANSPORTATION	224 302
106.02			

2016 ROAD & BRIDGE STANDARDS

2016 ROAD & BRIDGE STANDARDS

CG-12



NOTES:
1. FOR GENERAL NOTES ON THE DETECTABLE WARNING SURFACE, SEE SHEET 1 OF 5.
2. THE REQUIRED LENGTH OF A PARALLEL RAMP IS LIMITED TO 15 FEET, REGARDLESS OF THE SLOPE.
3. GUTTER PAN SHALL BE A MAXIMUM SLOPE OF 20:1 AT THE RAMP OPENING.
4. DIAGONAL PLACEMENT IS NOT PERMITTED.

TYPE B PARALLEL APPLICATION		
ROADWAY GRADE IN PERCENT	MINIMUM RAMP LENGTH IN FEET	
	4" CURB	6" CURB
0	4	6
1	5	7
2	5	8
3	6	9
4	8	12
5	10	15
6	14	15

EXAMPLE INSTALLATION METHODS - SEE PLANS FOR LAYOUT

VDOT ROAD AND BRIDGE STANDARDS		A COPY OF THE ORIGINAL SEALED AND SIGNED DRAWING IS ON FILE IN THE CENTRAL OFFICE.	SPECIFICATION REFERENCE
SHEET 3 OF 5	REVISION DATE 04/19	CG-12 DETECTABLE WARNING SURFACE TYPE B (PARALLEL) APPLICATION VIRGINIA DEPARTMENT OF TRANSPORTATION	105 502 504
204.03			

2016 ROAD & BRIDGE STANDARDS

2016 ROAD & BRIDGE STANDARDS

MH-1

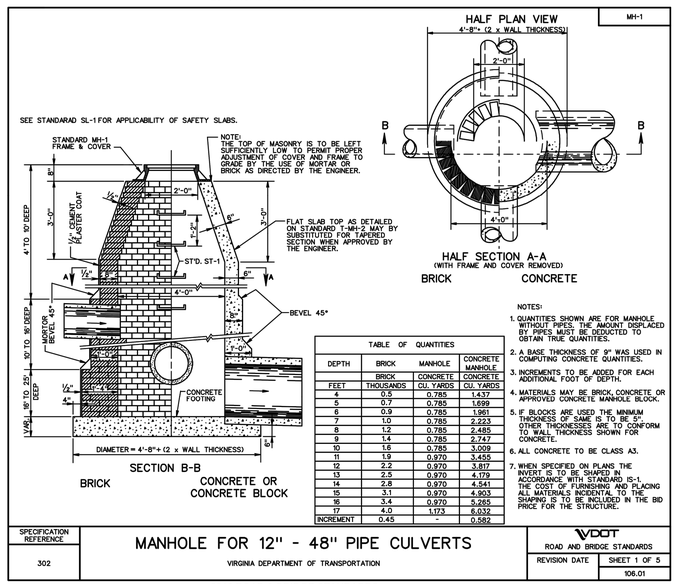


TABLE OF QUANTITIES			
DEPTH	BRICK	MANHOLE	CONCRETE MANHOLE
	BRICK	CONCRETE	CONCRETE
FEET	THOUSANDS	CU. YARDS	CU. YARDS
4	0.5	0.785	1.437
5	0.7	0.785	1.699
6	0.9	0.785	1.961
7	1.0	0.785	2.223
8	1.2	0.785	2.485
9	1.4	0.785	2.747
10	1.6	0.785	3.009
11	1.9	0.970	3.455
12	2.2	0.970	3.817
13	2.5	0.970	4.179
14	2.8	0.970	4.541
15	3.1	0.970	4.903
16	3.4	0.970	5.265
17	4.0	1.173	6.032
INCREMENT	0.45	-	0.582

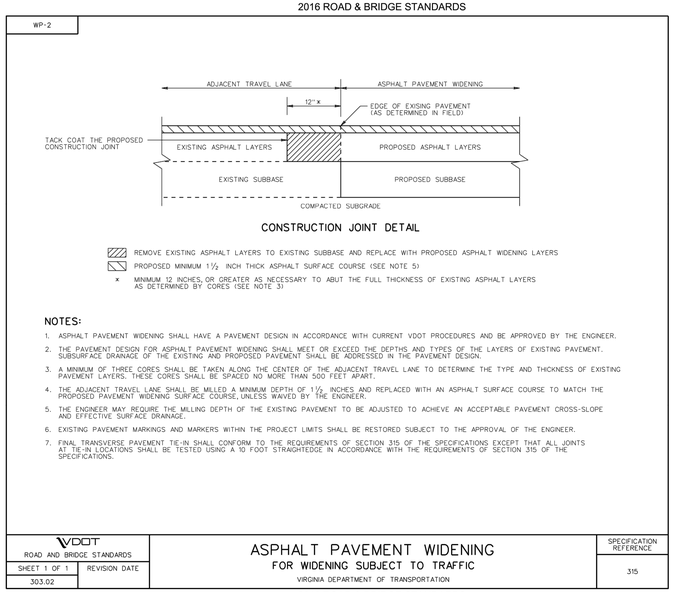
NOTES:
1. QUANTITIES SHOWN ARE FOR MANHOLE WITHOUT PIPES. THE AMOUNT DISPLACED BY PIPES MUST BE DEDUCTED TO OBTAIN TRUE QUANTITIES.
2. A BASE THICKNESS OF 9" WAS USED IN COMPUTING CONCRETE QUANTITIES.
3. INCREMENTS TO BE ADDED FOR EACH ADDITIONAL FOOT OF DEPTH.
4. MATERIALS MAY BE BRICK, CONCRETE OR APPROVED CONCRETE MANHOLE BLOCK.
5. IF BLOCKS ARE USED THE MINIMUM THICKNESS OF SAME IS TO BE 5". OTHER THICKNESSES ARE TO CONFORM TO WALL THICKNESS SHOWN FOR CONCRETE.
6. ALL CONCRETE TO BE CLASS A3.
7. WHEN SPECIFIED ON PLANS THE INVERT IS TO BE SHAPED IN ACCORDANCE WITH STANDARD IS-1. THE COST OF FURNISHING AND PLACING ALL MATERIALS INCIDENTAL TO THE SHAPING IS TO BE INCLUDED IN THE BID PRICE FOR THE STRUCTURE.

SPECIFICATION REFERENCE	MANHOLE FOR 12" - 48" PIPE CULVERTS VIRGINIA DEPARTMENT OF TRANSPORTATION	VDOT ROAD AND BRIDGE STANDARDS
302		REVISION DATE — SHEET 1 OF 5 106.01

2016 ROAD & BRIDGE STANDARDS

2016 ROAD & BRIDGE STANDARDS

WP-2



NOTES:
1. ASPHALT PAVEMENT WIDENING SHALL HAVE A PAVEMENT DESIGN IN ACCORDANCE WITH CURRENT VDOT PROCEDURES AND BE APPROVED BY THE ENGINEER.
2. THE PAVEMENT DESIGN FOR ASPHALT PAVEMENT WIDENING SHALL MEET OR EXCEED THE DEPTHS AND TYPES OF THE LAYERS OF EXISTING PAVEMENT. SUBSURFACE DRAINAGE OF THE EXISTING AND PROPOSED PAVEMENT SHALL BE ADDRESSED IN THE PAVEMENT DESIGN.
3. A MINIMUM OF THREE CORES SHALL BE TAKEN ALONG THE CENTER OF THE ADJACENT TRAVEL LANE TO DETERMINE THE TYPE AND THICKNESS OF EXISTING PAVEMENT LAYERS. THESE CORES SHALL BE SPACED NO MORE THAN 500 FEET APART.
4. THE ADJACENT TRAVEL LANE SHALL BE MILLED A MINIMUM DEPTH OF 1½ INCHES AND REPLACED WITH AN ASPHALT SURFACE COURSE TO MATCH THE PROPOSED PAVEMENT WIDENING SURFACE COURSE, UNLESS WAIVED BY THE ENGINEER.
5. THE ENGINEER MAY REQUIRE THE MILLING DEPTH OF THE EXISTING PAVEMENT TO BE ADJUSTED TO ACHIEVE AN ACCEPTABLE PAVEMENT CROSS-SLOPE AND EFFECTIVE SURFACE DRAINAGE.
6. EXISTING PAVEMENT MARKINGS AND MARKERS WITHIN THE PROJECT LIMITS SHALL BE RESTORED SUBJECT TO THE APPROVAL OF THE ENGINEER.
7. FINAL TRANSVERSE PAVEMENT TIE-IN SHALL CONFORM TO THE REQUIREMENTS OF SECTION 315 OF THE SPECIFICATIONS EXCEPT THAT ALL JOINTS AT TIE-IN LOCATIONS SHALL BE TESTED USING A 10 FOOT STRAIGHTEDGE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 315 OF THE SPECIFICATIONS.

VDOT ROAD AND BRIDGE STANDARDS		ASPHALT PAVEMENT WIDENING FOR WIDENING SUBJECT TO TRAFFIC VIRGINIA DEPARTMENT OF TRANSPORTATION	SPECIFICATION REFERENCE
SHEET 1 OF 1	REVISION DATE		315
303.02			

2016 ROAD & BRIDGE STANDARDS

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W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

STANDARD DETAILS

	PROJECT	SHEET NO.
	110845003	3C(2)

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

STANDARD DETAILS

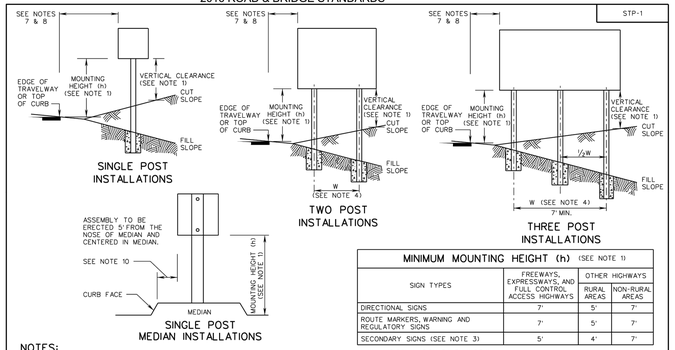
MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3C(3)

2016 ROAD & BRIDGE STANDARDS

STP-1



MINIMUM MOUNTING HEIGHT (h) (SEE NOTE 1)			
SIGN TYPES	FREEWAYS, EXPRESSWAYS, AND FULL CONTROL ACCESS HIGHWAYS	OTHER HIGHWAYS	
		RURAL AREAS	NON-RURAL AREAS
DIRECTIONAL SIGNS	7'	5'	7'
ROUTE MARKERS, WARNING AND REGULATORY SIGNS	7'	5'	7'
SECONDARY SIGNS (SEE NOTE 3)	5'	4'	7'

NOTES:

1. FOR ALL SIGNS EXCEPT STREET NAME SIGNS:
   A. MINIMUM MOUNTING HEIGHT (h) SHALL BE IN ACCORDANCE WITH THE "MINIMUM MOUNTING HEIGHT" TABLE ON THIS SHEET. MOUNTING HEIGHT IS MEASURED FROM THE ROADWAY ELEVATION AT THE EDGE OF THE TRAVEL WAY TO THE BOTTOM OF THE SIGN PANEL.
   B. MAXIMUM MOUNTING HEIGHT (h) FOR THE BOTTOM-MOST SIGN PANEL(S) SHALL BE 8 FEET, EXCEPT WHEN NECESSARY TO ACHIEVE MINIMUM VERTICAL CLEARANCE BENEATH SIGN PANEL AS PER NOTE 1C.
   C. MINIMUM VERTICAL CLEARANCE (DISTANCE BETWEEN BOTTOM OF SIGN PANEL AND FINISHED GRADE BENEATH THE PANEL) SHALL BE 7 FEET FOR ANY PORTION OF THE SIGN WITHIN THE CLEAR ZONE. THIS MINIMUM VERTICAL CLEARANCE MAY BE REDUCED TO 5 FEET FOR EITHER OF THE FOLLOWING CONDITIONS:
      - WHEN SIGNS OR PORTIONS OF SIGNS ARE LOCATED MORE THAN 10 FEET UP A CUT SLOPE GREATER THAN 3:1, OR
      - WHEN THE SIGN IS LOCATED AT LEAST THE MINIMUM DISTANCE BEHIND CURB, BARRIER, OR GUARDRAIL AS PER NOTES 7 AND 8.
2. MOUNTING HEIGHT (h) FOR STREET NAME SIGNS SHALL BE BETWEEN 8'-6" AND 9'-0".
3. A SECONDARY SIGN IS CONSIDERED TO BE A SIGN MOUNTED BELOW ANOTHER SIGN, EXCEPT A ROUTE MARKER WITH AN AUXILIARY PLATE IS CONSIDERED TO BE A SINGLE SIGN. A SECONDARY SIGN SHALL NOT BE MOUNTED LOWER THAN 7 FEET ABOVE A PEDESTRIAN SIDEWALK OR PATHWAY IF IT WILL PROJECT INTO THE PEDESTRIAN FACILITY.
4. W = (0.60) X (SIGN PANEL WIDTH)
5. SQUARE TUBE SIGN POSTS REQUIRING A BREAKAWAY SUPPORT SYSTEM SHALL BE AN FHWA APPROVED BREAKAWAY SUPPORT SYSTEM CONFORMING TO AASHTO'S STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.
6. FOR SIGNS LOCATED IN AREAS WHERE PEDESTRIAN MOVEMENTS ARE LIKELY TO OCCUR OR ON-STREET PARKING IS PERMITTED, THE HEIGHT FROM THE LOWEST PORTION OF THE SIGN PANEL TO THE FINISHED SURFACE SHALL HAVE A MINIMUM CLEARANCE OF 7 FEET.
7. THE LATERAL CLEARANCE TO THE SIGN PANEL SHALL BE A MINIMUM OF 2 FEET FROM THE FACE OF CURB OR 4 FEET FROM FACE OF BARRIER, IF PRESENT.
8. UNLESS OTHERWISE APPROVED BY THE ENGINEER, SIGNS PLACED BEHIND GUARDRAIL SHALL BE LOCATED SUCH THAT THE NEAR SIDE EDGE OF THE SIGN PANEL IS OUTSIDE OF THE GUARDRAIL DEFLECTION DISTANCE.
9. FOR SIGNS AT INTERCHANGE EXIT RAMPS, REFER TO STANDARD ISD-1.
10. 2' MINIMUM FOR MEDIANS OVER 10'-IN WIDTH. 12" MINIMUM FOR MEDIANS 10'-OR LESS IN WIDTH UNLESS SHOWN OTHERWISE IN THE CONTRACT DOCUMENTS.

SPECIFICATION REFERENCE	A COPY OF THE ORIGINAL SEALED AND SIGNED DRAWING IS ON FILE IN THE CENTRAL OFFICE. SQUARE TUBE SIGN POST VIRGINIA DEPARTMENT OF TRANSPORTATION	VDOT ROAD AND BRIDGE STANDARDS
700		REVISION DATE 08/17 · SHEET 1 OF 12 · 1321.10

2016 ROAD & BRIDGE STANDARDS

2016 ROAD & BRIDGE STANDARDS

STP-1

TABLE 1
FOR HAMPTON ROADS DISTRICT (SEE NOTE 5)

SIZE OF POST	CENTROID (FT.)	MAXIMUM AREA (TOTAL OF SIGN PANELS) (FT2) SINGLE-POST	TWO-POST	THREE-POST	COMMENTS
2 INCH 14 GA.	8	5.8			TYPE A, TYPE D, OR TYPE F FOUNDATION AS SPECIFIED IN THE CONTRACT DOCUMENTS.
	9	5.1			
	10	4.6			
	11	4.2			
	12	3.8			
	13	3.5			
	14	3.3			
2½ INCH 12 GA.	8	11.8	23.6		SINGLE POST: TYPE A OR TYPE E FOUNDATION. MULTI-POST: TYPE B OR TYPE C FOUNDATION, AS SPECIFIED IN THE CONTRACT DOCUMENTS.
	9	10.5	21.0		
	10	9.4	18.8		
	11	8.6	17.2		
	12	7.8	15.6		
	13	7.2	14.5		
	14	6.7	13.5		
2½ INCH 10 GA.	8	13.6	27.2	40.8	TYPE B OR TYPE C FOUNDATION AS SPECIFIED IN THE CONTRACT DOCUMENTS.
	9	12.1	24.2	36.3	
	10	10.9	21.8	32.7	
	11	9.9	19.8	29.7	
	12	9.1	18.2	27.3	
	13	8.4	16.8	25.2	
	14	7.8	15.6	23.4	
2½ INCH 10 GA. WITH 2⅞ INCH 10 GA. INNER POST (SEE NOTE 1)	8	23.9	47.8	71.7	TYPE B OR TYPE C FOUNDATION AS SPECIFIED IN THE CONTRACT DOCUMENTS.
	9	21.2	42.4	63.6	
	10	19.1	38.2	57.3	
	11	17.4	34.8	52.2	
	12	15.9	31.8	47.7	
	13	14.7	29.4	44.1	
	14	13.6	27.2	40.8	

NOTES:

1. THE INNER POST SHALL BE 6 FEET IN LENGTH.
2. CENTROID SHALL BE DETERMINED IN ACCORDANCE WITH PCS-1.
3. MINIMUM COLD FORMED YIELD STRENGTH SHALL BE:
   14 GA. AND 12 GA. - 60 KSI
   10 GA. - 55 KSI
4. FOLLOW SIGN BRACING DETAILS (SEE SHEET 11 OF 12) FOR MAXIMUM SIGN PANEL WIDTHS AND SIGN BRACING SPACING.
5. TABLE 1 SHALL BE USED FOR THE HAMPTON ROADS DISTRICT, EXCEPT THE CITY OF EMPORIA AND COUNTIES OF GREENSVILLE, SUSSEX, AND SOUTHAMPTON SHALL USE TABLE 2.

VDOT ROAD AND BRIDGE STANDARDS	A COPY OF THE ORIGINAL SEALED AND SIGNED DRAWING IS ON FILE IN THE CENTRAL OFFICE. SQUARE TUBE SIGN POST VIRGINIA DEPARTMENT OF TRANSPORTATION	SPECIFICATION REFERENCE
SHEET 2 OF 12 · REVISION DATE 01/15 · 1321.11		700

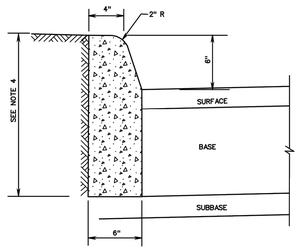
2016 ROAD & BRIDGE STANDARDS

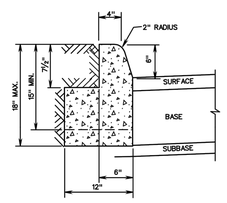
2016 ROAD & BRIDGE STANDARDS

CG-2

NOTES:

1. THIS ITEM MAY BE PRECAST OR CAST IN PLACE.
2. CONCRETE TO BE CLASS A3 IF CAST IN PLACE, 4000 PSI IF PRECAST.
3. CURB HAVING A RADIUS OF 300 FEET OR LESS (ALONG FACE OF CURB) WILL BE PAID FOR AS RADIAL CURB.
4. THE DEPTH OF CURB MAY BE REDUCED AS MUCH AS 3" (15" DEPTH) OR INCREASED AS MUCH AS 3" (21" DEPTH) IN ORDER THAT THE BOTTOM OF CURB WILL COINCIDE WITH THE TOP OF A COURSE OF THE PAVEMENT SUBSTRUCTURE. OTHERWISE, THE DEPTH IS TO BE 18" AS SHOWN. NO ADJUSTMENT IN THE PRICE BID IS TO BE MADE FOR A DECREASE OR AN INCREASE IN DEPTH.
5. CG-2 IS TO BE USED ON ROADWAYS MEETING THE REQUIREMENTS FOR CG-6 AS SHOWN IN APPENDIX A OF THE VDOT ROAD DESIGN MANUAL, IN THE SECTION ON GS URBAN STANDARDS.





ACCEPTABLE ALTERNATIVE IF CURB IS EXTRUDED

SPECIFICATION REFERENCE	STANDARD 6" CURB VIRGINIA DEPARTMENT OF TRANSPORTATION	VDOT ROAD AND BRIDGE STANDARDS
105 502		REVISION DATE · SHEET 1 OF 1 · 201.01

2016 ROAD & BRIDGE STANDARDS

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W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

STANDARD DETAILS

	PROJECT	SHEET NO.
	110845003	3C(3)

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

DRAINAGE CALCULATIONS

Site Information

final results

Post-Development Project (Treatment Volume and Loads)

Enter Total Disturbed Area *(acres)* → 0.07

Maximum reduction required:	*10%*
The site's net increase in impervious cover (acres) is:	*0*
Post-Development TP Load Reduction for Site (lb/yr):	*-0.02*

Check:
BMP Design Specifications List: 2013 Draft Stds & Specs
Linear project? No
Land cover areas entered correctly? ✓
Total disturbed area entered? ✓

TP LOAD REDUCTION NOT REQUIRED

Pre-ReDevelopment Land Cover (acres)

	A Soils	B Soils	C Soils	D Soils	Totals
Forest/Open Space (acres) -- undisturbed forest/open space					0.00
Managed Turf (acres) -- disturbed, graded for yards or other turf to be					0.00
Impervious Cover (acres)				0.07	0.07
					0.07

Post-Development Land Cover (acres)

	A Soils	B Soils	C Soils	D Soils	Totals
Forest/Open Space (acres) -- undisturbed, protected forest/open space or reforested				0.02	0.02 *
Managed Turf (acres) -- disturbed, graded for yards or other turf to be					0.00
Impervious Cover (acres)				0.05	0.05
Area Check	OK.	OK.	OK.	OK.	0.07

** Forest/Open Space areas must be protected in accordance with the Virginia Runoff Reduction Method*

Constants

Annual Rainfall (inches)	43
Target Rainfall Event (inches)	1.00
Total Phosphorus (TP) EMC (mg/L)	0.26
Total Nitrogen (TN) EMC (mg/L)	1.86
Target TP Load (lb/acre/yr)	0.41
Pj (unitless correction factor)	0.90

Runoff Coefficients (Rv)

	A Soils	B Soils	C Soils	D Soils
Forest/Open Space	0.02	0.03	0.04	0.05
Managed Turf	0.15	0.20	0.22	0.25
Impervious Cover	0.95	0.95	0.95	0.95

LAND COVER SUMMARY -- PRE-REDEVELOPMENT

Land Cover Summary-Pre		
Pre-ReDevelopment	**Listed**	**Adjusted[1]**
Forest/Open Space Cover (acres)	0.00	0.00
Weighted Rv(forest)	0.00	0.00
% Forest	0%	0%
Managed Turf Cover (acres)	0.00	0.00
Weighted Rv(turf)	0.00	0.00
% Managed Turf	0%	0%
Impervious Cover (acres)	0.07	0.07
Rv(impervious)	0.95	0.95
% Impervious	100%	100%
Total Site Area (acres)	**0.07**	**0.07**
Site Rv	**0.95**	**0.95**

LAND COVER SUMMARY -- POST DEVELOPMENT

Land Cover Summary-Post (Final)	
Post ReDev. & New Impervious	
Forest/Open Space Cover (acres)	0.02
Weighted Rv(forest)	0.05
% Forest	27%
Managed Turf Cover (acres)	0.00
Weighted Rv (turf)	0.00
% Managed Turf	0%
Impervious Cover (acres)	0.05
Rv(impervious)	0.95
% Impervious	73%
Final Site Area (acres)	**0.07**
Final Post Dev Site Rv	**0.71**

Land Cover Summary-Post	
Post-ReDevelopment	
Forest/Open Space Cover (acres)	0.02
Weighted Rv(forest)	0.05
% Forest	27%
Managed Turf Cover (acres)	0.00
Weighted Rv (turf)	0.00
% Managed Turf	0%
ReDev. Impervious Cover (acres)	0.05
Rv(impervious)	0.95
% Impervious	73%
Total ReDev. Site Area (acres)	**0.07**
ReDev Site Rv	**0.71**

Land Cover Summary-Post	
Post-Development New Impervious	
New Impervious Cover (acres)	0.00
Rv(impervious)	--

Treatment Volume and Nutrient Load

Pre-ReDevelopment Treatment Volume (acre-ft)	0.0053	0.0053	
Pre-ReDevelopment Treatment Volume (cubic feet)	231	231	
Pre-ReDevelopment TP Load (lb/yr)	**0.15**	**0.15**	
Pre-ReDevelopment TP Load per acre (lb/acre/yr)	2.17	2.17	
Baseline TP Load (lb/yr) (**0.41 lbs/acre/yr** applied to pre-redevelopment area excluding pervious land proposed for new impervious cover)		*0.03*	
Final Post-Development Treatment Volume (acre-ft)	0.0039		
Final Post-Development Treatment Volume (cubic feet)	172		
Final Post-Development TP Load (lb/yr)	**0.11**		
Final Post-Development TP Load per acre **(lb/acre/yr)**	1.61		
Post-ReDevelopment Treatment Volume (acre-ft)	0.0039		
Post-ReDevelopment Treatment Volume (cubic feet)	172		
Post-ReDevelopment Load (TP) (lb/yr)*	0.11		
Post-ReDevelopment TP Load per acre **(lb/acre/yr)**	1.61		
Max. Reduction Required (Below Pre-ReDevelopment Load)	10%		
TP Load Reduction Required for Redeveloped Area (lb/yr)	-0.02		
Post-Development Treatment Volume (acre-ft)		--	
Post-Development Treatment Volume (cubic feet)		--	
Post-Development TP Load (lb/yr)		--	
TP Load Reduction Required for New Impervious Area (lb/yr)		0	

[1] *Adjusted Land Cover Summary:*
Pre ReDevelopment land cover minus pervious land cover (forest/open space or managed turf) acreage proposed for new impervious cover.

Adjusted total acreage is consistent with Post-ReDevelopment acreage (minus acreage of new impervious cover).

Column I shows load reduction requirement for new impervious cover (based on new development load limit, 0.41 lbs/acre/year).

Post-Development Requirement for Site Area

TP Load Reduction Required (lb/yr)	-0.02	**	*TP LOAD REDUCTION NOT REQUIRED*

Nitrogen Loads (Informational Purposes Only)

Pre-ReDevelopment TN Load (lb/yr)	1.04	Final Post-Development TN Load (Post-ReDevelopment & New Impervious) (lb/yr)	0.77

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3C(4)

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W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

DRAINAGE CALCULATIONS

	PROJECT	SHEET NO.
	110845003	3C(4)

PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

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Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3C(5)

DRAINAGE CALCULATIONS

LD-204 Stormwater Inlet Computations

LD-204 — SHEET 1
Rev. 6-85 — PPMS# 110845003 — PROJ Congress and South Lawrence Street Intersection Improv — DATE August 7, 2023 — OF 1

																													Sag Inlets Only			
INLET																																
NUMBER	TYPE	LENGTH (FT)	STATION	DRAINAGE AREA (AC)	C	CA	sum CA	I (IN/HR)	Q INCR (CFS)	Q_b, CARRYOVER (CFS)	Q_T, GUTTER FLOW (CFS)	S, GUTTER SLOPE (FT/FT)	S_X, CROSS SLOPE (FT/FT)	T, SPREAD (FT)	W (FT)	W/T	S_W, (FT/FT)	S_W/S_X	E_o	a = 12W(S_W - S_X)+Local Depression	S'_W = a/(12w)	$S_e = S_X + S'_W(E_o)$, (FT/FT)	COMPUTED LENGTH, L_T, (FT)	L, SPECIFIED LENGTH (FT)	L/L_T	E	Q_i, INTERCEPTED (CFS)	Q_b, CARRYOVER (CFS)	d (FT)	h (FT)	d/h	T, SPREAD @ SAG (FT)		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)		
INLETS - ON GRADE																																
3-1	Proposed	4	-	0.10	0.90	0.088	0.088	4.0	0.352	0.000	0.352	0.0141	0.0300	3.45	1	0.29	0.0300	1.00	0.60	1.00	0.083	0.080	7	4	0.57	0.78	0.28	0.077	0.1035					
3-3	Proposed	4	-	0.24	0.90	0.215	0.215	4.0	0.862	0.000	0.862	0.0292	0.0325	4.01	1	0.25	0.0325	1.00	0.53	1.00	0.083	0.077	12	4	0.33	0.52	0.45	0.415	0.1302					
3-4	Proposed	4	-	0.07	0.90	0.062	0.062	4.0	0.249	0.000	0.249	0.0164	0.0433	2.34	1	0.43	0.0433	1.00	0.77	1.00	0.083	0.108	5	4	0.80	0.94	0.24	0.014	0.1015					
3-6	Proposed	4	-	0.27	0.90	0.240	0.240	4.0	0.959	0.000	0.959	0.0205	0.0235	5.46	1	0.18	0.0235	1.00	0.42	1.00	0.083	0.058	13	4	0.31	0.48	0.46	0.495	0.1282					
3-8	Proposed	4	-	0.30	0.90	0.268	0.268	4.0	1.070	0.000	1.070	0.0276	0.0086	10.08	1	0.10	0.0086	1.00	0.24	1.00	0.083	0.029	22	4	0.18	0.30	0.32	0.746	0.0867					
3-10	Proposed	4	-	2.89	0.90	2.599	2.599	4.0	1.885	0.000	1.885	0.0204	0.0205	7.67	1	0.13	0.0205	1.00	0.31	1.00	0.083	0.046	20	4	0.20	0.33	0.62	1.261	0.1571					

Existing Storm Drain Design Calculations
VDOT LD-229

Project: West Congress Street and South Lawrence Street Intersection Improvements
Locality: City of Charles Town
Date: 7/28/2023
Project No.: 110845003
Designed By/Checked: Miguel Tyshing, E.I.T /Mark Phillips, P.E.

FROM POINT	TO POINT	DRAINAGE AREA	RUNOFF COEFFICIENT	CA		INLET TIME	RAINFALL	RUNOFF	INVERT ELEVATIONS		LENGTH	SLOPE	SIZE	PIPE CAPACITY	Q / Q_f	VELOCITY	FLOW TIME	
				inlet	accum				upper end	lower end							incr	accum
		acres	C			min	in/hr	cfs	ft	ft	ft	%	in	cfs	%	fps	min	
3-6	3-7	0.27	0.90	0.24	0.24	5.00	0.54	0.13	497.59	497.49	19	0.50%	15	4.57	3%	1.64	0.19	5.00
3-7	EX-1	(N/A)	(N/A)	0.00	0.24	0.00	0.56	0.13	497.39	495.18	18	12.30%	15	22.61	1%	5.03	0.06	5.19
3-3	3-2	0.24	0.90	0.22	0.22	5.00	0.54	0.12	497.56	497.42	28	0.50%	15	4.57	3%	1.59	0.29	5.00
3-1	3-2	0.10	0.90	0.09	0.09	5.00	0.54	0.05	497.48	497.42	12	0.50%	15	4.57	1%	1.22	0.17	5.00
3-2	EX-1	(N/A)	(N/A)	0.00	0.30	0.00	0.56	0.17	497.32	495.18	32	6.70%	15	16.70	1%	4.42	0.12	5.29
3-10	3-9	2.89	0.90	2.60	2.60	8.00	0.73	1.90	498.55	498.44	23	0.50%	15	4.57	42%	3.55	0.11	8.00
3-8	3-9	0.30	0.90	0.27	0.27	5.00	0.54	0.15	498.51	498.44	14	0.50%	15	4.57	3%	1.70	0.14	5.00
3-9	EX-1	(N/A)	(N/A)	0.00	2.87	0.00	0.73	2.11	498.34	495.18	36	8.70%	15	19.05	11%	10.23	0.06	8.11
3-5	EX-1	(N/A)	(N/A)	0.00	0.06	0.00	0.56	0.03	497.57	495.18	22	10.90%	15	21.33	0%	3.22	0.11	5.20
3-4	3-5	0.07	0.90	0.06	0.06	5.00	0.54	0.03	497.74	497.67	13	0.50%	15	4.57	1%	1.10	0.20	5.00
EX-1	O-2	(N/A)	(N/A)	0.00	3.47	0.00	0.74	2.57	495.18	493.64	0	5.00%	24	50.36	5%	8.41	0.06	8.17

Existing Hydraulic Grade Line Calculations
VDOT LD-347

Project: West Congress Street and South Lawrence Street Intersection Improvements
Locality: City of Charles Town
Date: 7/31/2023
Project #: 110845003
Designed By/Checked: Miguel Tyshing, E.I.T /Mark Phillips, P.E.

INLET	0.8D + INV (OUT)	ACTUAL OUTLET WSE	DESIGN OUTLET WSE	D_o	Q_o	L_o	S_{fo}	H_f	JUNCTION LOSS												FINAL H	INLET WSE	RIM ELEV	AVAILABLE FREEBOARD
									V_o	H_o	Q_i	V_i	Q_iV_i	$\frac{V_i^2}{2g}$	H_i	Angle	H_s	H_t	1.3 H_t	0.5 H_t				
(1)			(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)		(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)		(21)	(22)
EX-1	495.24	495.24	495.24	24	2.57	0	0.0220	0.00	8.41	0.27	2.11	2.94	6.20	0.13	0.05	36.1	0.05	0.38	0.38	0.38	0.38	495.62	501.59	5.97
3-5	496.18	495.62	496.18	15	0.03	22	0.0880	1.93	3.22	0.04	0.03	2.43	0.07	0.09	0.03	36.06	0.04	0.11	0.11	0.11	2.04	498.22	501.40	3.18
3-4	498.67	498.22	498.67	15	0.03	13	0.0050	0.07	1.10	0.01	0.00	0.00	0.00	0.00	0.00	0	0.00	0.01	0.01	0.01	0.07	498.74	501.23	2.49
3-2	496.18	495.62	496.18	15	0.17	32	0.0560	1.79	4.42	0.08	0.12	1.91	0.23	0.06	0.02	55.9	0.03	0.13	0.13	0.13	1.92	498.10	502.69	4.59
3-1	498.42	498.10	498.42	15	0.05	12	0.0030	0.04	1.22	0.01	0.00	0.00	0.00	0.00	0.00	0	0.00	0.01	0.01	0.01	0.05	498.47	501.43	2.96
3-3	498.42	498.10	498.42	15	0.12	28	0.0050	0.14	1.59	0.01	0.00	0.00	0.00	0.00	0.00	0	0.00	0.01	0.02	0.02	0.15	498.57	502.07	3.50
3-7	496.18	495.62	496.18	15	0.13	18	0.1020	1.84	5.03	0.10	0.13	2.43	0.32	0.09	0.03	23.84	0.03	0.16	0.16	0.16	1.99	498.17	502.76	4.60
3-6	498.49	498.17	498.49	15	0.13	19	0.0050	0.09	1.64	0.01	0.00	0.00	0.00	0.00	0.00	0	0.00	0.01	0.02	0.02	0.11	498.60	502.06	3.46
3-9	496.18	495.62	496.18	15	2.11	36	0.0570	2.07	10.23	0.41	1.90	2.93	5.57	0.13	0.05	51.6	0.07	0.52	0.52	0.52	2.59	498.77	502.10	3.33
3-8	499.44	498.77	499.44	15	0.15	14	0.0000	0.00	1.70	0.01	0.00	0.00	0.00	0.00	0.00	0	0.00	0.01	0.02	0.02	0.02	499.46	502.37	2.91
3-10	499.44	498.77	499.44	15	1.90	23	0.0040	0.09	3.55	0.06	0.00	0.00	0.00	0.00	0.00	0	0.00	0.06	0.08	0.08	0.17	499.61	502.48	2.87

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

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

DRAINAGE CALCULATIONS

	PROJECT	SHEET NO.
	110845003	3C(5)

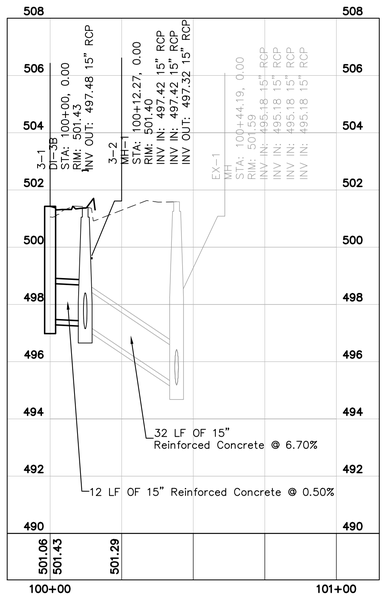
PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

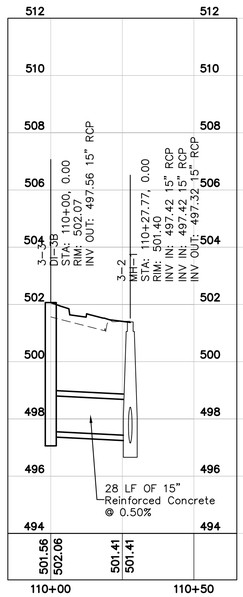
REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3D

DRAINAGE PROFILES



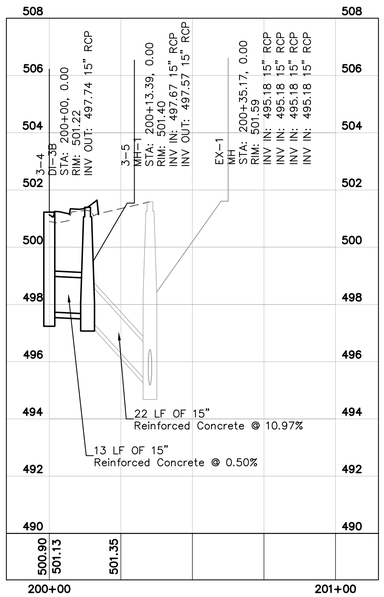
3-1 TO EX-1

SCALE: 1" = 25' H
1" = 2' V



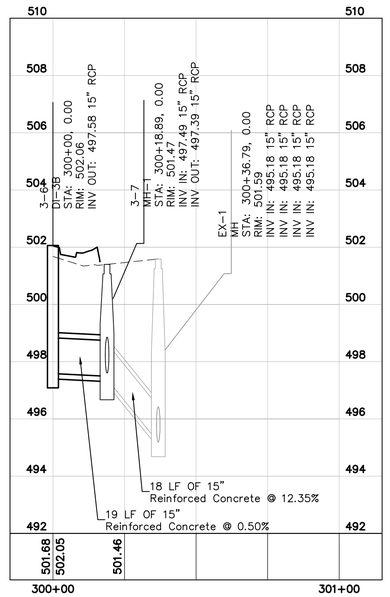
3-3 TO 3-2

SCALE: 1" = 25' H
1" = 2' V



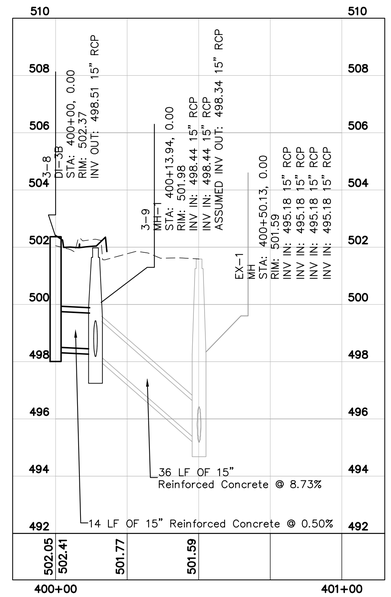
3-4 TO EX-1

SCALE: 1" = 25' H
1" = 2' V



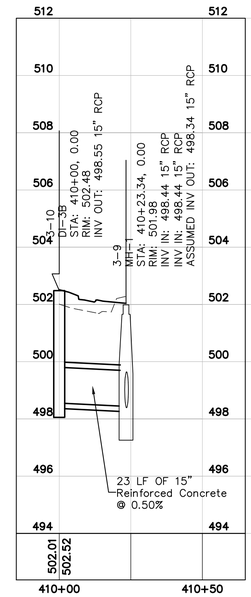
3-6 TO EX-1

SCALE: 1" = 25' H
1" = 2' V



3-8 TO EX-1

SCALE: 1" = 25' H
1" = 2' V



3-10 TO 3-9

SCALE: 1" = 25' H
1" = 2' V

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

GRAPHIC SCALE IN FEET
0 12.5 25 50
HORIZONTAL
VERTICAL
5
2.5
1.25
0

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

DRAINAGE PROFILES

PROJECT	SHEET NO.
110845003	3D

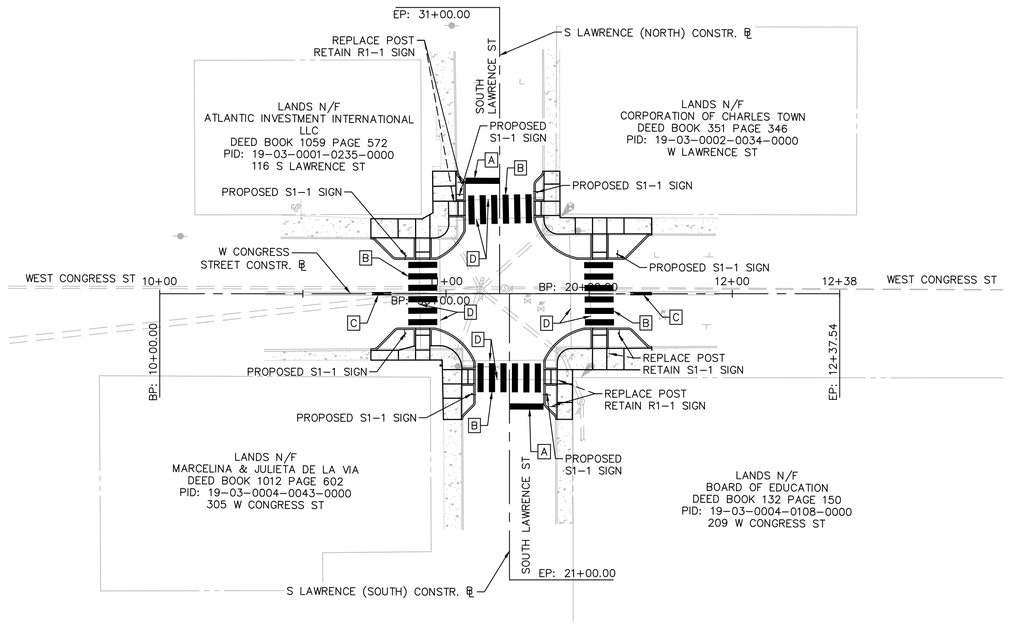
PROJECT MANAGER JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE GRS GROUP, FEBRUARY 28, 2022
DESIGN BY MARK PHILLIPS, P.E. (KIMLEY-HORN) (703) 870-3631

MARK ROSS PHILLIPS REGISTERED 25167 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

REVISED	STATE	PROJECT	SHEET NO.
	WV	110845003	3E

SIGNING & MARKING PLAN



#	SIGN	MUTCD #	SIZE	PANEL (SF)	POST TYPE
1		R1-1	30" X 30"	6	STP-1 2 1/2 " 12 GA TYPE A FOUNDATION
2		S1-1	36" X 36"	11	STP-1 2 1/2 " 12 GA TYPE A FOUNDATION

PAVEMENT MARKING LEGEND:

- A TYPE B, CLASS I, WHITE, 24" WIDTH
- B TYPE B, CLASS I, WHITE, 24" WIDTH, 24" SPACING
- C TYPE B, CLASS 1, YELLOW DOUBLE PAVEMENT LINE MARKING 4" WIDTH, WITH 4" SPACING
- D ERADICATE EXISTING PAVEMENT MARKING

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

W. CONGRESS STREET AND S. LAWRENCE STREET INTERSECTION IMPROVEMENTS
CHARLES TOWN, WEST VIRGINIA

SIGNING & MARKING PLAN

NORTH

GRAPHIC SCALE IN FEET
0 12.5 25 50

PROJECT	SHEET NO.
110845003	3E

Congress and Lawrence Intersection Improvements - 90% Design Plans
Full Intersection Summary
Opinion of Probable Cost

VDOT ITEM #	ITEM DESCRIPTION	UNITS	QUANTITY	SELECTED UNIT PRICE	TOTAL PRICE
	Full Intersection Improvements				
	GENERAL CONSTRUCTION & EARTHWORK				
303SD20-0001	Regular Excavation	CY	20	$80.00	$ 1,600.00
303SD20-0007	Borrow Excavation	CY	20	$120.00	$ 2,400.00
				SUBTOTAL	**$ 4,000.00**
	DRAINAGE AND STORMWATER MANAGEMENT ITEMS				
302SD20-0025	15" Conc. Pipe	LF	110	$160.00	$ 17,600.00
302SD20-0311	Drop Inlet DI-3B, L=4'	EA	6	$7,500.00	$ 45,000.00
302SD20-0660	Manhole MH-1	LF	0	$1,500.00	$ -
302SD20-0663	Frame & Cover MH-1	EA	4	$1,000.00	$ 4,000.00
				SUBTOTAL	**$ 66,600.00**
	PAVEMENT ITEMS				
308SD20-0012	Aggr. Base Matl. Ty. I, No. 21B	TON	53	$50.00	$ 2,650.00
515SD20-0004	Flexible Pave. Planing 0"-2"	SY	413	$10.00	$ 4,130.00
315SD20-0007	Asphalt Conc. Ty. SM-9.5A	TON	105	$180.00	$ 18,900.00
315SD20-0004	Asphalt Conc. Ty. IM-19.0A	TON	13	$200.00	$ 2,600.00
315SD20-0010	Asphalt Conc. Ty. BM-25.0A	TON	22	$210.00	$ 4,620.00
				SUBTOTAL	**$ 32,900.00**
	INCIDENTAL ITEMS				
502SD20-0011	Std. Curb CG-2	LF	257	$50.00	$ 12,850.00
520SD20-0012	Radial Curb CG-2	LF	102	$55.00	$ 5,610.00
504SD20-0002	CG-12 Detectable Warning Surface	SY	9	$550.00	$ 4,950.00
504SD20-0003	Hydr. Cement Conc. Sidewalk 4"	SY	149	$80.00	$ 11,920.00
510SX20-0002	Remove Curb	LF	231	$20.00	$ 4,620.00
508SD20-0004	Demo. Of Pavement (Flexible)	SY	312	$15.00	$ 4,680.00
412SD20-0044	Saw Cutting	LF	292	$15.00	$ 4,380.00
				SUBTOTAL	**$ 49,010.00**
	MAINTENANCE OF TRAFFIC				
NS	Maintenance of Traffic	LS	1	$10,562.10	$ 10,562.10
				SUBTOTAL	**$ 10,562.10**
	ROADSIDE DEVELOPMENT				
602SD20-0003	Topsoil, Class B 2"	ACRE	0.04	$40,000.00	$ 1,600.00
603SD20-0002	Temporary Seed	LB	8	$24.00	$ 192.00
603SD20-0003	Regular Seed	LB	10	$18.00	$ 180.00
603SD20-0004	Overseeding	LB	8	$18.00	$ 144.00
603SD20-0005	Legume Seed	LB	3	$35.00	$ 105.00
603SD20-0006	Legume Overseeding	LB	2	$33.00	$ 66.00
603SD20-0014	Fertilizer (Nitrogen - N)	LB	4	$20.00	$ 80.00
603SD20-0015	Fertilizer (Phosphorous - P)	LB	6	$20.00	$ 120.00
603SD20-0016	Fertilizer (Potassium - K)	LB	3	$20.00	$ 60.00
603SD20-0017	Lime	TON	0.2	$1,090.00	$ 218.00
NS	Tree Removal	EA	0	$500.00	$ -
				SUBTOTAL	**$ 2,765.00**
	EROSION AND SEDIMENT CONTROL				
303SD20-0031	Inlet Protection, Type B	EA	10	$500.00	$ 5,000.00
303SD20-0033	Temporary Silt Fence, Type B	LF	0	$10.00	$ -
				SUBTOTAL	**$ 5,000.00**
	SIGNING AND PAVEMENT MARKING				
701SD20-0001	Sign Panel	SF	100	$40.00	$ 4,000.00
700SD20-0037	Sign Post STP-1,2 1/2", 12 Gauge	LF	135	$28.00	$ 3,780.00
700SD20-0038	Concrete Foundation STP-1, Type A	EA	9	$550.00	$ 4,950.00
704SD20-0006	Type B Class I Pavement Line Marking 4"	LF	30	$1.60	$ 48.00
704SD20-0010	Type B Class I Pavement Line Marking 24"	LF	264	$12.00	$ 3,168.00
				SUBTOTAL	**$ 15,946.00**
				CONSTRUCTION ITEMS SUBTOTAL	**$ 186,783.10**
	CONSTRUCTION INCIDENTALS				
513SD20-0001	Mobilization	LS	1	$21,000.00	$ 21,000.00
517SD20-0001	Construction Surveying (Constr.)	LS	1	$2,000.00	$ 2,000.00
	CONTINGENCY AND CEI				
				CONSTRUCTION, RIGHT OF WAY, UTILITY SUBTOTAL	**$ 209,783.10**
				CONTINGENCY (15%)	$ 32,000.00
				CONSTRUCTION ENGINEERING & INSPECTION (15%)	$ 32,000.00
				TOTAL COST	**$ 273,783.10**

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

VDOT ITEM #	ITEM DESCRIPTION	UNITS	QUANTITY	SELECTED UNIT PRICE	TOTAL PRICE
Southwest Corner Improvements					
GENERAL CONSTRUCTION & EARTHWORK					
303SD20-0001	Regular Excavation	CY	5.00	$80.00	$ 400.00
303SD20-0007	Borrow Excavation	CY	5.00	$120.00	$ 600.00
				SUBTOTAL	**$ 1,000.00**
DRAINAGE AND STORMWATER MANAGEMENT ITEMS					
501SD20-0004	Underdrain, UD-4	LF	0	$25.00	$ -
302SD20-0025	15" Conc. Pipe	LF	19	$160.00	$ 3,040.00
302SD20-0311	Drop Inlet DI-3B, L=4'	EA	1	$7,500.00	$ 7,500.00
302SD20-0660	Manhole MH-1	LF	0	$1,500.00	$ -
302SD20-0663	Frame & Cover MH-1	EA	1	$1,000.00	$ 1,000.00
				SUBTOTAL	**$ 11,540.00**
PAVEMENT ITEMS					
308SD20-0012	Aggr. Base Matl. Ty. I, No. 21B	TON	14	$50.00	$ 700.00
515SD20-0004	Flexible Pave. Planing 0"-2"	SY	220	$10.00	$ 2,200.00
315SD20-0007	Asphalt Conc. Ty. SM-9.5A	TON	26	$180.00	$ 4,680.00
315SD20-0004	Asphalt Conc. Ty. IM-19.0A	TON	4	$200.00	$ 800.00
315SD20-0010	Asphalt Conc. Ty. BM-25.0A	TON	6	$210.00	$ 1,260.00
				SUBTOTAL	**$ 9,640.00**
INCIDENTAL ITEMS					
502SD20-0011	Std. Curb CG-2	LF	62	$50.00	$ 3,100.00
520SD20-0012	Radial Curb CG-2	LF	27	$55.00	$ 1,485.00
502SD20-0022	Std. Comb. Curb & Gutter CG-6	LF	0	$55.00	$ -
502SD20-0023	Rad. Comb. Curb & Gutter CG-6	LF	0	$60.00	$ -
502SD20-0029	Entrance Gutter CG-9D	SY	0	$150.00	$ -
504SD20-0002	CG-12 Detectable Warning Surface	SY	3	$550.00	$ 1,650.00
504SD20-0003	Hydr. Cement Conc. Sidewalk 4"	SY	33	$80.00	$ 2,640.00
510SX20-0002	Remove Curb	LF	57	$20.00	$ 1,140.00
508SD20-0004	Demo. Of Pavement (Flexible)	SY	72	$15.00	$ 1,080.00
412SD20-0044	Saw Cutting	LF	73	$15.00	$ 1,095.00
507SD20-0028	NS Fence	LF	0	$100.00	$ -
				SUBTOTAL	**$ 12,190.00**
MAINTENANCE OF TRAFFIC					
NS	Maintenance of Traffic	LS	1	$2,836.54	$ 2,836.54
				SUBTOTAL	**$ 2,836.54**
ROADSIDE DEVELOPMENT					
602SD20-0003	Topsoil, Class B 2"	ACRE	0.01	$40,000.00	$ 400.00
603SD20-0002	Temporary Seed	LB	2	$24.00	$ 48.00
603SD20-0003	Regular Seed	LB	2.5	$18.00	$ 45.00
603SD20-0004	Overseeding	LB	2	$18.00	$ 36.00
603SD20-0005	Legume Seed	LB	0.75	$35.00	$ 27.00
603SD20-0006	Legume Overseeding	LB	0.5	$33.00	$ 17.00
603SD20-0014	Fertilizer (Nitrogen - N)	LB	1	$20.00	$ 20.00
603SD20-0015	Fertilizer (Phosphorous - P)	LB	1.5	$20.00	$ 30.00
603SD20-0016	Fertilizer (Potassium - K)	LB	0.75	$20.00	$ 15.00
603SD20-0017	Lime	TON	0.05	$1,090.00	$ 55.00
NS	Tree Removal	EA	0	$500.00	$ -
				SUBTOTAL	**$ 693.00**
EROSION AND SEDIMENT CONTROL					
303SD20-0031	Inlet Protection, Type B	EA	3	$500.00	$ 1,500.00
303SD20-0033	Temporary Silt Fence, Type B	LF	0	$10.00	$ -
NS	Tree Protection / 4' Safety Fence	LF	0	$10.00	$ -
NS	NS (Construction Entrance)	EA	0	$3,500.00	$ -
				SUBTOTAL	**$ 1,500.00**
SIGNING AND PAVEMENT MARKING					
701SD20-0001	Sign Panel	SF	22	$40.00	$ 880.00
700SD20-0035	Sign Post STP-1,2 3/16", 10 Gauge	LF	0	$30.00	$ -
700SD20-0036	Sign Post STP-1,2 1/2", 10 Gauge	LF	0	$30.00	$ -
700SD20-0037	Sign Post STP-1,2 1/2", 12 Gauge	LF	27	$28.00	$ 756.00
700SD20-0038	Concrete Foundation STP-1, Type A	EA	2	$550.00	$ 1,100.00
700SD20-0039	Concrete Foundation STP-1, Type B	EA	0	$675.00	$ -
704SD20-0006	Type B Class I Pavement Line Marking 4"	LF	14	$1.60	$ 22.40
704SD20-0007	Type B Class I Pavement Line Marking 6"	LF	0	$1.50	$ -
704SD20-0010	Type B Class I Pavement Line Marking 24"	LF	132	$12.00	$ 1,584.00
704SD20-0047	Pvmt Symb Mrkg Sgl Turn Arrow Ty B, CL I	EA	0	$300.00	$ -
				SUBTOTAL	**$ 4,342.40**
				CONSTRUCTION ITEMS SUBTOTAL	**$ 43,741.94**
CONSTRUCTION INCIDENTALS					
513SD20-0001	Mobilization	LS	1	$5,000.00	$ 5,000.00
517SD20-0001	Construction Surveying (Constr.)	LS	1	$1,000.00	$ 1,000.00
RIGHT OF WAY AQUISITION					
NS	Plats, Title Reports, and Appraisals	EA	-	$ 2,500	$ -
NS	Fee Simple Right-of-Way	SF	-	$ 5.00	$ -
NS	Permanent Easements	SF	-	$ 4.00	$ -
NS	Temporary Easements	SF	-	$ 2.00	$ -
				RIGHT OF WAY SUBTOTAL	**$ -**
CONTINGENCY AND CEI					
				CONSTRUCTION, RIGHT OF WAY, UTILITY SUBTOTAL	**$ 49,741.94**
				CONTINGENCY (15%)	$ 8,000.00
				CONSTRUCTION ENGINEERING & INSPECTION (15%)	$ 8,000.00
				TOTAL COST	**$ 65,741.94**

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VDOT ITEM #	ITEM DESCRIPTION	UNITS	QUANTITY	SELECTED UNIT PRICE	TOTAL PRICE
	Northwest Corner Improvements				
	GENERAL CONSTRUCTION & EARTHWORK				
303SD20-0001	Regular Excavation	CY	5.00	$80.00	$ 400.00
303SD20-0007	Borrow Excavation	CY	5.00	$120.00	$ 600.00
				SUBTOTAL	**$ 1,000.00**
	DRAINAGE AND STORMWATER MANAGEMENT ITEMS				
501SD20-0004	Underdrain, UD-4	LF	0	$25.00	$ -
302SD20-0025	15" Conc. Pipe	LF	14	$160.00	$ 2,240.00
302SD20-0311	Drop Inlet DI-3B, L=4'	EA	1	$7,500.00	$ 7,500.00
302SD20-0660	Manhole MH-1	LF	0	$1,500.00	$ -
302SD20-0663	Frame & Cover MH-1	EA	1	$1,000.00	$ 1,000.00
				SUBTOTAL	**$ 10,740.00**
	PAVEMENT ITEMS				
308SD20-0012	Aggr. Base Matl. Ty. I, No. 21B	TON	13	$50.00	$ 650.00
515SD20-0004	Flexible Pave. Planing 0"-2"	SY	216	$10.00	$ 2,160.00
315SD20-0007	Asphalt Conc. Ty. SM-9.5A	TON	26	$180.00	$ 4,680.00
315SD20-0004	Asphalt Conc. Ty. IM-19.0A	TON	3	$200.00	$ 600.00
315SD20-0010	Asphalt Conc. Ty. BM-25.0A	TON	5	$210.00	$ 1,050.00
				SUBTOTAL	**$ 9,140.00**
	INCIDENTAL ITEMS				
502SD20-0011	Std. Curb CG-2	LF	65	$50.00	$ 3,250.00
520SD20-0012	Radial Curb CG-2	LF	22	$55.00	$ 1,210.00
502SD20-0022	Std. Comb. Curb & Gutter CG-6	LF	0	$55.00	$ -
502SD20-0023	Rad. Comb. Curb & Gutter CG-6	LF	0	$60.00	$ -
502SD20-0029	Entrance Gutter CG-9D	SY	0	$150.00	$ -
504SD20-0002	CG-12 Detectable Warning Surface	SY	3	$550.00	$ 1,650.00
504SD20-0003	Hydr. Cement Conc. Sidewalk 4"	SY	40	$80.00	$ 3,200.00
510SX20-0002	Remove Comb. Curb and Gutter	LF	55	$20.00	$ 1,100.00
508SD20-0004	Demo. Of Pavement (Flexible)	SY	76	$15.00	$ 1,140.00
412SD20-0044	Saw Cutting	LF	69	$15.00	$ 1,035.00
507SD20-0028	NS Fence	LF	0	$100.00	$ -
				SUBTOTAL	**$ 12,585.00**
	MAINTENANCE OF TRAFFIC				
NS	Maintenance of Traffic	LS	1	$2,952.44	$ 2,952.44
				SUBTOTAL	**$ 2,952.44**
	ROADSIDE DEVELOPMENT				
602SD20-0003	Topsoil, Class B 2"	ACRE	0.01	$40,000.00	$ 400.00
603SD20-0002	Temporary Seed	LB	2	$24.00	$ 48.00
603SD20-0003	Regular Seed	LB	2.5	$18.00	$ 45.00
603SD20-0004	Overseeding	LB	2	$18.00	$ 36.00
603SD20-0005	Legume Seed	LB	0.75	$35.00	$ 27.00
603SD20-0006	Legume Overseeding	LB	0.5	$33.00	$ 17.00
603SD20-0014	Fertilizer (Nitrogen - N)	LB	1	$20.00	$ 20.00
603SD20-0015	Fertilizer (Phosphorous - P)	LB	1.5	$20.00	$ 30.00
603SD20-0016	Fertilizer (Potassium - K)	LB	0.75	$20.00	$ 15.00
603SD20-0017	Lime	TON	0.05	$1,090.00	$ 55.00
NS	Tree Removal	EA	1	$500.00	$ 500.00
				SUBTOTAL	**$ 1,193.00**
	EROSION AND SEDIMENT CONTROL				
303SD20-0031	Inlet Protection, Type B	EA	2	$500.00	$ 1,000.00
303SD20-0033	Temporary Silt Fence, Type B	LF	0	$10.00	$ -
NS	Tree Protection / 4' Safety Fence	LF	0	$10.00	$ -
NS	NS (Construction Entrance)	EA	0	$3,500.00	$ -
				SUBTOTAL	**$ 1,000.00**
	SIGNING AND PAVEMENT MARKING				
701SD20-0001	Sign Panel	SF	28	$40.00	$ 1,120.00
700SD20-0035	Sign Post STP-1,2 3/16", 10 Gauge	LF	0	$30.00	$ -
700SD20-0036	Sign Post STP-1,2 1/2", 10 Gauge	LF	41	$30.00	$ 1,230.00
700SD20-0037	Sign Post STP-1,2 1/2", 12 Gauge	LF	0	$28.00	$ -
700SD20-0038	Concrete Foundation STP-1, Type A	EA	3	$550.00	$ 1,650.00
700SD20-0039	Concrete Foundation STP-1, Type B	EA	0	$675.00	$ -
704SD20-0006	Type B Class I Pavement Line Marking 4"	LF	14	$1.60	$ 22.40
704SD20-0007	Type B Class I Pavement Line Marking 6"	LF	0	$1.50	$ -
704SD20-0010	Type B Class I Pavement Line Marking 24"	LF	132	$12.00	$ 1,584.00
704SD20-0047	Pvmt Symb Mrkg Sgl Turn Arrow Ty B, CL I	EA	0	$300.00	$ -
				SUBTOTAL	**$ 5,606.40**
				CONSTRUCTION ITEMS SUBTOTAL	**$ 44,216.84**
	CONSTRUCTION INCIDENTALS				
513SD20-0001	Mobilization	LS	1	$6,000.00	$ 6,000.00
517SD20-0001	Construction Surveying (Constr.)	LS	1	$1,000.00	$ 1,000.00
	RIGHT OF WAY AQUISITION				
NS	Plats, Title Reports, and Appraisals	EA	-	$ 2,500	$ -
NS	Fee Simple Right-of-Way	SF	-	$ 5.00	$ -
NS	Permanent Easements	SF	-	$ 4.00	$ -
NS	Temporary Easements	SF	-	$ 2.00	$ -
				RIGHT OF WAY SUBTOTAL	**$ -**
	CONTINGENCY AND CEI				
				CONSTRUCTION, RIGHT OF WAY, UTILITY SUBTOTAL	**$ 51,216.84**
				CONTINGENCY (15%)	$ 8,000.00
				CONSTRUCTION ENGINEERING & INSPECTION (15%)	$ 8,000.00
				TOTAL COST	**$ 67,216.84**

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VDOT ITEM #	ITEM DESCRIPTION	UNITS	QUANTITY	SELECTED UNIT PRICE	TOTAL PRICE
	Northeast Corner Improvements				
	GENERAL CONSTRUCTION & EARTHWORK				
303SD20-0001	Regular Excavation	CY	5.00	$80.00	$ 400.00
303SD20-0007	Borrow Excavation	CY	5.00	$120.00	$ 600.00
				SUBTOTAL	**$ 1,000.00**
	DRAINAGE AND STORMWATER MANAGEMENT ITEMS				
501SD20-0004	Underdrain, UD-4	LF	0	$25.00	$ -
302SD20-0025	15" Conc. Pipe	LF	41	$160.00	$ 6,560.00
302SD20-0311	Drop Inlet DI-3B, L=4'	EA	2	$7,500.00	$ 15,000.00
302SD20-0660	Manhole MH-1	LF	0	$1,500.00	$ -
302SD20-0663	Frame & Cover MH-1	EA	1	$1,000.00	$ 1,000.00
				SUBTOTAL	**$ 22,560.00**
	PAVEMENT ITEMS				
308SD20-0012	Aggr. Base Matl. Ty. I, No. 21B	TON	14	$50.00	$ 700.00
515SD20-0004	Flexible Pave. Planing 0"-2"	SY	227	$10.00	$ 2,270.00
315SD20-0007	Asphalt Conc. Ty. SM-9.5A	TON	27	$180.00	$ 4,860.00
315SD20-0004	Asphalt Conc. Ty. IM-19.0A	TON	4	$200.00	$ 800.00
315SD20-0010	Asphalt Conc. Ty. BM-25.0A	TON	6	$210.00	$ 1,260.00
				SUBTOTAL	**$ 9,890.00**
	INCIDENTAL ITEMS				
502SD20-0011	Std. Curb CG-2	LF	66	$50.00	$ 3,300.00
520SD20-0012	Radial Curb CG-2	LF	29	$55.00	$ 1,595.00
502SD20-0022	Std. Comb. Curb & Gutter CG-6	LF	0	$55.00	$ -
502SD20-0023	Rad. Comb. Curb & Gutter CG-6	LF	0	$60.00	$ -
502SD20-0029	Entrance Gutter CG-9D	SY	0	$150.00	$ -
504SD20-0002	CG-12 Detectable Warning Surface	SY	3	$550.00	$ 1,650.00
504SD20-0003	Hydr. Cement Conc. Sidewalk 4"	SY	40	$80.00	$ 3,200.00
510SX20-0002	Remove Curb	LF	61	$20.00	$ 1,220.00
508SD20-0004	Demo. Of Pavement (Flexible)	SY	83	$15.00	$ 1,245.00
412SD20-0044	Saw Cutting	LF	76	$15.00	$ 1,140.00
507SD20-0028	NS Fence	LF	0	$100.00	$ -
				SUBTOTAL	**$ 13,350.00**
	MAINTENANCE OF TRAFFIC				
NS	Maintenance of Traffic	LS	1	$3,033.26	$ 3,033.26
				SUBTOTAL	**$ 3,033.26**
	ROADSIDE DEVELOPMENT				
602SD20-0003	Topsoil, Class B 2"	ACRE	0.01	$40,000.00	$ 400.00
603SD20-0002	Temporary Seed	LB	2	$24.00	$ 48.00
603SD20-0003	Regular Seed	LB	2.5	$18.00	$ 45.00
603SD20-0004	Overseeding	LB	2	$18.00	$ 36.00
603SD20-0005	Legume Seed	LB	0.75	$35.00	$ 27.00
603SD20-0006	Legume Overseeding	LB	0.5	$33.00	$ 17.00
603SD20-0014	Fertilizer (Nitrogen - N)	LB	1	$20.00	$ 20.00
603SD20-0015	Fertilizer (Phosphorous - P)	LB	1.5	$20.00	$ 30.00
603SD20-0016	Fertilizer (Potassium - K)	LB	0.75	$20.00	$ 15.00
603SD20-0017	Lime	TON	0.05	$1,090.00	$ 55.00
NS	Tree Removal	EA	1	$500.00	$ 500.00
				SUBTOTAL	**$ 1,193.00**
	EROSION AND SEDIMENT CONTROL				
303SD20-0031	Inlet Protection, Type B	EA	3	$500.00	$ 1,500.00
303SD20-0033	Temporary Silt Fence, Type B	LF	0	$10.00	$ -
NS	Tree Protection / 4' Safety Fence	LF	0	$10.00	$ -
NS	NS (Construction Entrance)	EA	0	$3,500.00	$ -
				SUBTOTAL	**$ 1,500.00**
	SIGNING AND PAVEMENT MARKING				
701SD20-0001	Sign Panel	SF	22	$40.00	$ 880.00
700SD20-0035	Sign Post STP-1,2 3/16", 10 Gauge	LF	0	$30.00	$ -
700SD20-0036	Sign Post STP-1,2 1/2", 10 Gauge	LF	27	$30.00	$ 810.00
700SD20-0037	Sign Post STP-1,2 1/2", 12 Gauge	LF	0	$28.00	$ -
700SD20-0038	Concrete Foundation STP-1, Type A	EA	2	$550.00	$ 1,100.00
700SD20-0039	Concrete Foundation STP-1, Type B	EA	0	$675.00	$ -
704SD20-0006	Type B Class I Pavement Line Marking 4"	LF	16	$1.60	$ 25.60
704SD20-0007	Type B Class I Pavement Line Marking 6"	LF	0	$1.50	$ -
704SD20-0010	Type B Class I Pavement Line Marking 24"	LF	132	$12.00	$ 1,584.00
704SD20-0047	Pvmt Symb Mrkg Sgl Turn Arrow Ty B, CL I	EA	0	$300.00	$ -
				SUBTOTAL	**$ 4,399.60**
				CONSTRUCTION ITEMS SUBTOTAL	**$ 56,925.86**
	CONSTRUCTION INCIDENTALS				
513SD20-0001	Mobilization	LS	1	$7,000.00	$ 7,000.00
517SD20-0001	Construction Surveying (Constr.)	LS	1	$1,000.00	$ 1,000.00
	RIGHT OF WAY AQUISITION				
NS	Plats, Title Reports, and Appraisals	EA	-	$ 2,500	$ -
NS	Fee Simple Right-of-Way	SF	-	$ 5.00	$ -
NS	Permanent Easements	SF	-	$ 4.00	$ -
NS	Temporary Easements	SF	-	$ 2.00	$ -
				RIGHT OF WAY SUBTOTAL	**$ -**
	CONTINGENCY AND CEI				
				CONSTRUCTION, RIGHT OF WAY, UTILITY SUBTOTAL	**$ 64,925.86**
				CONTINGENCY (15%)	$ 10,000.00
				CONSTRUCTION ENGINEERING & INSPECTION (15%)	$ 10,000.00
				TOTAL COST	**$ 84,925.86**

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VDOT ITEM #	ITEM DESCRIPTION	UNITS	QUANTITY	SELECTED UNIT PRICE	TOTAL PRICE
	Southeast Corner Improvements				
	GENERAL CONSTRUCTION & EARTHWORK				
303SD20-0001	Regular Excavation	CY	5.00	$80.00	$ 400.00
303SD20-0007	Borrow Excavation	CY	5.00	$120.00	$ 600.00
				SUBTOTAL	**$ 1,000.00**
	DRAINAGE AND STORMWATER MANAGEMENT ITEMS				
501SD20-0004	Underdrain, UD-4	LF	0	$25.00	$ -
302SD20-0025	15" Conc. Pipe	LF	38	$160.00	$ 6,080.00
302SD20-0311	Drop Inlet DI-3B, L=4'	EA	2	$7,500.00	$ 15,000.00
302SD20-0660	Manhole MH-1	LF	0	$1,500.00	$ -
302SD20-0663	Frame & Cover MH-1	EA	1	$1,000.00	$ 1,000.00
				SUBTOTAL	**$ 22,080.00**
	PAVEMENT ITEMS				
308SD20-0012	Aggr. Base Matl. Ty. I, No. 21B	TON	14	$50.00	$ 700.00
515SD20-0004	Flexible Pave. Planing 0"-2"	SY	231	$10.00	$ 2,310.00
315SD20-0007	Asphalt Conc. Ty. SM-9.5A	TON	28	$180.00	$ 5,040.00
315SD20-0004	Asphalt Conc. Ty. IM-19.0A	TON	4	$200.00	$ 800.00
315SD20-0010	Asphalt Conc. Ty. BM-25.0A	TON	6	$210.00	$ 1,260.00
				SUBTOTAL	**$ 10,110.00**
	INCIDENTAL ITEMS				
502SD20-0011	Std. Curb CG-2	LF	65	$50.00	$ 3,250.00
520SD20-0012	Radial Curb CG-2	LF	26	$55.00	$ 1,430.00
502SD20-0022	Std. Comb. Curb & Gutter CG-6	LF	0	$55.00	$ -
502SD20-0023	Rad. Comb. Curb & Gutter CG-6	LF	0	$60.00	$ -
502SD20-0029	Entrance Gutter CG-9D	SY	0	$150.00	$ -
504SD20-0002	CG-12 Detectable Warning Surface	SY	3	$550.00	$ 1,650.00
504SD20-0003	Hydr. Cement Conc. Sidewalk 4"	SY	38	$80.00	$ 3,040.00
510SX20-0002	Remove Curb	LF	59	$20.00	$ 1,180.00
508SD20-0004	Demo. Of Pavement (Flexible)	SY	83	$15.00	$ 1,245.00
412SD20-0044	Saw Cutting	LF	75	$15.00	$ 1,125.00
507SD20-0028	NS Fence	LF	0	$100.00	$ -
				SUBTOTAL	**$ 12,920.00**
	MAINTENANCE OF TRAFFIC				
NS	Maintenance of Traffic	LS	1	$3,028.26	$ 3,028.26
				SUBTOTAL	**$ 3,028.26**
	ROADSIDE DEVELOPMENT				
602SD20-0003	Topsoil, Class B 2"	ACRE	0.01	$40,000.00	$ 400.00
603SD20-0002	Temporary Seed	LB	2	$24.00	$ 48.00
603SD20-0003	Regular Seed	LB	2.5	$18.00	$ 45.00
603SD20-0004	Overseeding	LB	2	$18.00	$ 36.00
603SD20-0005	Legume Seed	LB	0.75	$35.00	$ 27.00
603SD20-0006	Legume Overseeding	LB	0.5	$33.00	$ 17.00
603SD20-0014	Fertilizer (Nitrogen - N)	LB	1	$20.00	$ 20.00
603SD20-0015	Fertilizer (Phosphorous - P)	LB	1.5	$20.00	$ 30.00
603SD20-0016	Fertilizer (Potassium - K)	LB	0.75	$20.00	$ 15.00
603SD20-0017	Lime	TON	0.05	$1,090.00	$ 55.00
NS	Tree Removal	EA	1	$500.00	$ 500.00
				SUBTOTAL	**$ 1,193.00**
	EROSION AND SEDIMENT CONTROL				
303SD20-0031	Inlet Protection, Type B	EA	2	$500.00	$ 1,000.00
303SD20-0033	Temporary Silt Fence, Type B	LF	0	$10.00	$ -
NS	Tree Protection / 4' Safety Fence	LF	0	$10.00	$ -
NS	NS (Construction Entrance)	EA	0	$3,500.00	$ -
				SUBTOTAL	**$ 1,000.00**
	SIGNING AND PAVEMENT MARKING				
701SD20-0001	Sign Panel	SF	28	$40.00	$ 1,120.00
700SD20-0035	Sign Post STP-1,2 3/16", 10 Gauge	LF	0	$30.00	$ -
700SD20-0036	Sign Post STP-1,2 1/2", 10 Gauge	LF	41	$30.00	$ 1,230.00
700SD20-0037	Sign Post STP-1,2 1/2", 12 Gauge	LF	0	$28.00	$ -
700SD20-0038	Concrete Foundation STP-1, Type A	EA	2	$550.00	$ 1,100.00
700SD20-0039	Concrete Foundation STP-1, Type B	EA	0	$675.00	$ -
704SD20-0006	Type B Class I Pavement Line Marking 4"	LF	16	$1.60	$ 25.60
704SD20-0007	Type B Class I Pavement Line Marking 6"	LF	0	$1.50	$ -
704SD20-0010	Type B Class I Pavement Line Marking 24"	LF	132	$12.00	$ 1,584.00
704SD20-0047	Pvmt Symb Mrkg Sgl Turn Arrow Ty B, CL I	EA	0	$300.00	$ -
				SUBTOTAL	**$ 5,059.60**
				CONSTRUCTION ITEMS SUBTOTAL	**$ 56,390.86**
	CONSTRUCTION INCIDENTALS				
513SD20-0001	Mobilization	LS	1	$7,000.00	$ 7,000.00
517SD20-0001	Construction Surveying (Constr.)	LS	1	$1,000.00	$ 1,000.00
	RIGHT OF WAY AQUISITION				
NS	Plats, Title Reports, and Appraisals	EA	-	$ 2,500	$ -
NS	Fee Simple Right-of-Way	SF	-	$ 5.00	$ -
NS	Permanent Easements	SF	-	$ 4.00	$ -
NS	Temporary Easements	SF	-	$ 2.00	$ -
				RIGHT OF WAY SUBTOTAL	**$ -**
	CONTINGENCY AND CEI				
				CONSTRUCTION, RIGHT OF WAY, UTILITY SUBTOTAL	**$ 64,390.86**
				CONTINGENCY (15%)	$ 10,000.00
				CONSTRUCTION ENGINEERING & INSPECTION (15%)	$ 10,000.00
				TOTAL COST	**$ 84,390.86**

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-767: 5G Engineering Services - On Call Contract - E. Academy Street at S. Samuel Street Drainage Analysis and Improvement Design

ATTACHMENTS:

- City of Charles Town - E Academy St at S Samuel St Analysis and Design - 2023-08-17 scope and fee.pdf

August 17, 2023

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

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

INTRODUCTION

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

PROJECT UNDERSTANDING

In coordination with the City, Kimley-Horn understands the desire for the drainage improvements by improving the existing grate inlets on the east and west side of Academy Street south of S Samuel Street to include a new sag inlet at the actual sag point on the west side of Academy Street, and improving the existing grate inlets based on the drainage analysis to determine the storm events and inlet capacities required to handle the 10-year design storm event. This improvement is limited to drainage network improvements at the intersection.

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

SCOPE OF SERVICES

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

- Mark Phillips, PE, Project Manager
- Miguel Tyshing, EIT
- Hunter Streb, 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.

Task 3 – Drainage Area and Outfall Analysis:
Kimley-Horn will prepare a study to identify the existing drainage area to both grate inlets along Academy Street at the subject intersection including the sub-area to each individual inlet including curve number, time of concentration, and flow for the 1, 2, 10, and 100-year storm event. Kimley-Horn will identify the drainage area to each inlet utilizing the available contour data from the Jefferson County GIS and the topographic survey data provided in Task 2. Kimley-Horn will then utilize the TR-55 drainage area analysis to determine the design flows to each respective inlet.

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

Task 3 Deliverables:

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

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

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

Task 4A – Detailed 90% Design Plans:

The Detailed Design Plans will depict the following:

- Title Sheet including Location Map and Sheet index
- Typical Section(s) and General Notes
- Geometric Layout and Survey Reference Points Sheets (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
- Single Phase Erosion and Sediment Plans and Notes and Detail Sheets
- Pavement Marking and Signage Plans
- Cut and fill limits of construction
- Quantities and Opinion of Probable Cost estimated in MS Excel format for Preliminary Plans

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

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

Kimley-Horn will provide the Detailed Design Plans as a submission to the City for review and comment. Improvements will be submitted as one plan set. It is 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 4A Deliverables:

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

Task 4B – Final Design

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

- Updated plan sheets addressing City comments

- Revision Data Sheet
- Signed and Sealed Plans
- Quantity estimated in MS Excel format for Final Plans

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

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

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

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

RESPONSIBILITIES OF THE CITY

It is assumed that the City will provide the following:

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

ADDITIONAL SERVICES

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

- Project Specifications
- Utility coordination and relocation, It is assumed that no utility relocation will be necessary as a result of this project.

- Stormwater Management/BMP Design. It is assumed that nutrient credits will be acquired for the project
- Design Waivers/Exceptions
- Easement acquisition and Plat services
- Signing and Pavement Marking
- 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 **$35,596.00**, as detailed in **Attachment 2**. 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. 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.

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*		*2*	8	$1,190.00
	Project Coordination		*2*	*1*		*1*		*2*	6	$903.00
	Subtotal	*0*	*4*	*3*	*0*	*3*	*0*	*4*	14	$2,093.00
Task 2 - Data Collection	*Survey Coordination*		*2*					*2*	4	$616.00
	Subtotal	*0*	*2*	*0*	*0*	*0*	*0*	*2*	4	$616.00
Task 3 - Drainage Area and Outfall Analysis	*Existing Drainage Area Analysis*		*2*	*1*		*6*	*8*		17	$2,193.00
	Existing Conditions Site Visit		*3*			*3*	*3*		9	$1,329.00
	TR-55 Flow Analysis		*2*	*2*		*2*	*4*		10	$1,434.00
	Draft Drainage Analysis Memorandum		*4*	*2*	*1*	*4*	*8*		19	$2,682.00
	Final Drainage Analysis Memorandum		*2*	*1*	*1*	*2*	*4*		10	$1,413.00
	Subtotal	*0*	*13*	*6*	*2*	*17*	*27*	*0*	65	$9,051.00
Task 4 - Detailed and Final Design	*90% Plan Design*									
	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		*4*	*2*	*4*	*8*	*12*		30	$4,038.00
	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
	100% Plan Design									
	Updated Plan Sheets		*2*	*1*	*1*	*2*	*4*		10	$1,413.00
	Design Details		*2*	*2*		*4*	*6*		14	$1,896.00
	Final Cost Estimate		*1*			*1*	*1*		3	$443.00
	Final Signed and Sealed Plans		*1*			*1*			2	$334.00
	Subtotal	*0*	*17*	*10*	*7*	*35*	*56*	*0*	125	$16,636.00
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	37	19	10	57	83	6	212	$28,996.00
Total Cost:		$0.00	$7,844.00	$3,135.00	$1,440.00	$6,954.00	$9,047.00	$576.00		

Total Hours to Complete:	212
Expenses (field visits and project meetings)	$600.00
GRS Group Topographic Survey	$6,000.00
Total Lump Sum Fee:	$35,596.00

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-769: Personnel Issue - Possible Executive Session

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-774: First Reading Article 171 Municipal Court

ATTACHMENTS:

- Article 171 - (First Reading Copy).pdf
- charlestown-article 171 current.pdf

ARTICLE 171
Municipal Court

171.01 Jurisdiction, powers and duties
171.02 Docket; Chief of Police
171.03 Search Warrants
171.04 Arrest Warrants
171.05 Failure of accused person to appear for trial
171.06 Continuances
171.07 Judgment of guilty includes judgment for costs
171.08 Enforcement of penalties and costs
171.09 Payment of court costs
171.10 Suspension of execution of judgments
171.11 Appeals
171.12 Contempt of Court
171.13 Jury trials
171.14 Community service in default of fine payment
171.15 Severability

CROSS REFERENCES

General rights of appeal - see W. Va. Code 8-24-1
Juries - see ADM. Art. 177
Suspension of licenses for failure to appear in court; payment plan; failure to pay fines will result in late fee and judgment lien - see W. Va. Code 62-4-17

171.01 JURISDICTION, POWERS, AND DUTIES

The Municipal Court Judge has criminal jurisdiction over violations of the ordinances of the City and exercises all of the powers and duties set forth in the Charles Town City Charter and the West Virginia Code.

171.02 DOCKET; CHIEF OF POLICE

The Chief of Police is directed to maintain an orderly docket containing a record of each case brought before the Municipal Court Judge and the resulting judgment. Unless the City Manager, with the approval of Council, appoints some other person, the Chief of Police shall be ex officio Clerk of the Municipal Court.

171.03 SEARCH WARRANTS

(a) Any member of the Police Department without an affidavit, or any citizen upon a sworn affidavit, may make a complaint that an offense has been committed. It will then be the function of the Judge of the Municipal Court to issue a warrant, if proper under the law.
(b) If, upon proper complaint, the Municipal Court Judge issues a search warrant(s), they shall be in connection with the violation of any provision of the Codified Ordinances or other City ordinance.

171.04 ARREST WARRANTS

(a) Any member of the Police Department without an affidavit, or any citizen upon a sworn affidavit, may make a complaint that an offense has been committed. It will then be the function of the Judge of the Municipal Court to issue a warrant, if proper under the law.
(b) Proceedings before the Municipal Court Judge are conducted by warrant of arrest in the name of the City or by summons, except in the event of contempt of court, or when an offense for which the Municipal Court Judge has jurisdiction is

committed in the presence of said judge or a City police officer. In this event, either the judge or the officer may apprehend or cause the offender to be apprehended.

(c) When a person arrested without a warrant is brought before the Municipal Court Judge, a complaint shall be filed or sworn, a warrant issued and executed, and the same warrant shall be returned to the Municipal Court Judge no later than the commencement of hearing.

171.05 FAILURE OF ACCUSED PERSON TO APPEAR FOR TRIAL

(a) If a warrant or summons is executed and returned, and the accused person fails to appear within one hour after the time designated for the trial, the case may proceed to be heard and determined as if the accused were present.

(b) After hearing the evidence, and at their sole discretion, the Municipal Court Judge may issue an order for an officer to arrest the accused person and bring that individual to the court at a designated time to hear judgment in the case.

171.06 CONTINUANCES

Continuances may be granted as justice requires.

(a) If a continuance is granted at the request of the accused, they may be required to enter into a recognizance, payable to the City, with approved security, in a sum determined by the Municipal Court Judge. This continuance is conditional upon the individual appearing at the time and place named in the order of continuance to answer further as to the alleged offense. Failing compliance, the accused may be committed to jail until a hearing may be resumed, but such imprisonment shall not continue longer than five days.

(b) If the continuance is requested by a person other than the accused, the accused may be allowed to depart until the time appointed for the trial upon entering into recognizance, payable and conditioned as in Section 171.06(a). The requirement for entering into recognizance may be waived at the discretion of Municipal Court Judge.

(c) In the case of default in any provision of recognizance, such default will be noted on the docket. Additionally, in the event that full payment of security is not made, an action in the name of the City may be made in any court of competent jurisdiction to recover the amount of the penalty against the accused and any additional surety.

171.07 JUDGMENT OF GUILTY INCLUDES JUDGMENT FOR COSTS

If judgment is given against the accused in a final hearing, such judgment will include:

(a) Fine(s) as directed by City Charter and West Virginia Code,

(b) Any costs incurred by the City, including the police department

(c) Hearing costs of $50

(d) Fees as required by State or local statute

171.08 ENFORCEMENT OF PENALTIES AND COSTS

The Municipal Court Judge shall have power to require immediate payment or issue executions for all fines, penalties, and costs imposed. Upon request and subject to the following requirements, the circuit clerk shall establish a payment plan for a person owing costs, fines, forfeitures, restitution, or penalties imposed by the court, so long as the person signs and files with the clerk an affidavit stating that he or she is financially unable to pay the amount owed.

(a) A $25 administrative processing fee shall be paid at the time the payment form is filed or, in the alternative, the fee may be paid in no more than five equal monthly payments.

(b) The payment plan shall specify: (A) The number of payments to be made; (B) the dates on which such payments are due; (C) the amount due for each payment; (D) all acceptable payment methods; and (E) the circumstances under which the person may receive a late fee, have a judgment lien recorded against them, or have the debt sent to collections for nonpayment.

(c) The monthly payment under the payment plan shall be calculated based upon all costs, fines, forfeitures, restitution, or penalties owed within the court, and shall be two percent of the person's annual income divided by 12, or $10, whichever is greater: Provided, That if this calculation results in a payment plan lasting more than three years, the monthly payments shall be set by dividing the total amount owed by 36.

(d) The clerk may assess a $10 late fee each month if a person fails to comply with the terms of a payment plan, and if any payment due is not received within 30 days after the due date, and the person:

(i) Is not incarcerated;

(ii) Has not brought the account current;
(iii) Has not made alternative payment arrangements with the court; or
(iv) Has not entered into a revised payment plan with the clerk before the due date.

(e) If, after 90 days, a payment has not been received, the clerk may consign the delinquent costs, fines, forfeitures, restitution, or penalties to a debt collection agency contained on the Tax Commissioner's list of eligible debt collection agencies established and maintained pursuant to § 14-1-18c of W. Va State code. The clerk may send notices, electronically or by U.S. mail, to remind the person of an upcoming or missed payment.

(f) If after 180 days of a judgment a person fails to enroll in a payment plan and fails to pay his or her costs, fines, forfeitures, restitution, or penalties, the clerk may assess a $10 late fee and shall notify the person of the following:
(i) That he or she is 180 days past due in the payment of costs, fines, forfeitures, restitution, or penalties imposed pursuant to a judgment of the court;
(ii) That he or she has failed to enroll in a payment plan;
(iii) Whether a $10 late fee has been assessed; and
(iv) That he or she may have his or her debt sent to a collection agency if the overdue payment of costs, fines, forfeitures, restitution, or penalties is not resolved within 30 days of the date of the notice issued pursuant to this subsection.

(g) If after 30 days from the issuance of a notice pursuant to subdivision (f) of this subsection, a payment has not been received, the clerk may consign the delinquent costs, fines, forfeitures, restitution, or penalties to a debt collection agency contained on the Tax Commissioner's list of eligible debt collection agencies established and maintained pursuant to § 14-1-18c of W. Va. State code.

(h) If a person charged with a criminal offense fails to appear or otherwise respond in court after having received notice to do so, the court shall notify the Division of Motor Vehicles thereof within 15 days of the scheduled date to appear unless such person sooner appears or otherwise responds in court to the satisfaction of the court. Upon such notice, the Division of Motor Vehicles shall suspend the person's driver's license or privilege to operate a motor vehicle in this state until such time that the person appears as required.

171.09 PAYMENT OF COURT COSTS

(a) If the Municipal Court Judge rules in favor of the person accused, the accused may recover their related costs. In this event, the Judge will direct the City to remit payment to the acquitted party. The judge may also require the City to reimburse the court for any witness fees and any other applicable fees as may be required by state or local statute.

(b) If the Municipal Court Judge rules against the person accused and the costs incurred by the City cannot be collected from them, they shall also be reported by the Municipal Court Judge to the City Manager for payment. The Judge may also require the City to reimburse the court for any witness fees and any other applicable fees as may be required by state or local statute.

171.10 SUSPENSION OF EXECUTION OF JUDGMENT

Execution of judgment may be suspended by the Municipal Court Judge upon such terms as may be imposed by Judge and agreed to by the party convicted.

171.11 APPEALS

(a) Every person sentenced under this article by the Municipal Court Judge to imprisonment or to the payment of a fine of ten dollars ($10.00) or more shall be allowed an appeal de novo to the County Circuit Court, with the condition that the person appealing will enter into an appeal bond with surety equal to all ordered fines, fees, and costs and abide by any judgment rendered by County Circuit Court.

(b) Any such appeal must be perfected no later than twenty business days from the date after which the sentence is imposed.

(c) If such appeal is taken, the appeal bond and supporting documentation in the case shall be promptly delivered by the City to the Clerk of the Court to which such appeal is taken. If the judgment be against the accused, it shall include the costs incurred in the proceedings before the Municipal Court Judge as well as in the appellate Court.

171.12 CONTEMPT OF COURT

Contempt of Court may be charged against an individual for any of the following:

(a) Contemptuous or insolent behavior toward the Judge while engaged in a trial or judicial proceeding;
(b) Any breach of the peace or willful disturbance in the presence of the Judge or so near as to obstruct or interrupt a trial or judicial proceeding;
(c) Violence or threats of violence to the Judge or any party traveling to, attending, or returning from any judicial proceeding before the Court which is intended to obstruct, interrupt, or influence such a proceeding;
(d) Flagrant misbehavior of any officer of the City acting in their official capacity with respect to any action, judicial proceeding, or order of the Court;
(e) Willful resistance by any party to any lawful process or order of the Court. The Judge may, if necessary, issue a warrant of arrest for such person, who shall be given an opportunity to be heard.

In the event such person is found guilty of contempt, the person shall be fined not more than fifty dollars ($50.00) for the first offense. For a second offense pertaining to the same matter the person shall be fined not more than one hundred dollars ($100.00). For the third or any subsequent offense pertaining to the same matter the person shall be fined not more than one hundred dollars ($100.00), or imprisoned not more than ten days, or both. An appeal to the Circuit Court of such conviction shall confirm to section 171.11.

171.13 JURY TRIALS

In all cases where required by the Charter or Statutes of the State of WV, the Municipal Court Judge shall empanel a jury to hear the evidence and decide the case. The Court shall establish and present rules for the selection and empaneling of jurors in such cases. All costs incurred in connection with jury trials shall be payable by the party against whom judgment is rendered.

171.14 COMMUNITY SERVICE IN LIEU OF FINE PAYMENT

The court may review the reasonableness of immediate payment or a payment plan, and may on its own motion or by petition, waive, modify, or convert the outstanding fines, forfeitures, or restitution to community service in an amount commensurate with the total imposed.

(a) The minimum wage established by the prevailing federal minimum wage in effect at the time sentencing is imposed shall be used to compute the amount of community service work necessary to extinguish the fine.
(b) The time period for completion of community service shall be set at the discretion of the municipal judge.
(c) At the discretion of the court, the sentence credits may run concurrently or consecutively.
(d) Any community service ordered under this section shall be performed for government entities or charitable or nonprofit entities.
(e) It is the responsibility of the convicted party to arrange the community service with a government entity or an approved 501c3 organization in Charles Town. A list of approved entities is available from City Hall.
(f) Such arrangements must be made, in writing, at City Hall, within 30 days of the conviction.
(g) The individual so sentenced will be supervised by the Chief of Police or their designee. The hours worked will be reported in writing to the Court Clerk.
(h) If safe and practicable, it is preferred that the scope of community service activities serve to recompense the community and offset the damage to property and well-being caused by the convicted party.
(i) Fees and court costs will still be assessed against the convicted party and must be paid at the time of conviction. Only the fine can be commuted via community service.
(j) Failure to complete the full amount of community service in the allotted time will result in the remaining balance still owed by the convicted party to the City of Charles Town and must be paid upon the expiration of the community service term.

171.15 SEVERABILITY

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

171.01 JURISDICTION, POWERS AND DUTIES.

The Municipal Court Judge shall exercise all of the powers and duties set forth in the City Charter and the West Virginia Code. The Municipal Court shall have criminal jurisdiction over violations of the Codified Ordinances and all other ordinances of the City.

171.02 SEARCH WARRANTS.

Upon proper complaint, the Municipal Court Judge shall issue search warrants in connection with the violation of any provision of the Codified Ordinances or other City ordinance.

171.03 DOCKET; CHIEF OF POLICE.

The Chief of Police shall keep a wellbound book in his office, which book shall be called the "docket." Such docket shall contain a record of each case brought before the Municipal Court Judge and the disposition thereof. The Chief of Police shall index the docket in such a manner as to provide a ready reference to each case and to keep such index current. Unless the City Manager, with the approval of Council shall appoint some other person, the Chief of Police shall be ex officio Clerk of the Municipal Court.

171.04 WARRANT REQUIRED; EXCEPTION.

Proceedings before the Municipal Court judge shall be by warrant of arrest in the name of the City, except that when an offense of which the Municipal Court Judge has jurisdiction is committed in his presence, or in that of a City police officer, either of them may forthwith apprehend the offender or cause him to be apprehended, and in such case the offender may be tried before the Municipal Court Judge and dealt with according to law.

171.05 PROCEDURE UPON ARREST WITHOUT WARRANT.

When a person arrested without a warrant is brought before the Municipal Court Judge, a complaint shall be filed and a warrant issued forthwith. The officer executing the warrant shall make return thereof to the Municipal Court Judge.

171.06 ISSUANCE OF WARRANTS AT REQUEST.

Any member of the Police Department without affidavit, or any citizen upon a sworn affidavit may make a complaint that an offense has been committed. It shall then be the function of the Judge of the Municipal Court to issue a warrant if proper under the law.

171.07 FAILURE OF ACCUSED PERSON TO APPEAR FOR TRIAL.

If a warrant or summons is returned executed and the accused person fails to appear within the space of one hour after the time designated for the trial, the case may be proceeded into, heard and determined as if there were an appearance by the accused. Or the Municipal Court Judge may, in his discretion, after hearing the evidence, issue his process requiring the officer to whom it shall be directed to arrest the accused and bring him, either forthwith or at some designated time, before him to hear judgment in the case.

171.08 CONTINUANCES ON MOTION OF ACCUSED.

Continuances may be granted as justice may require. If one is granted at the instance of the accused, he may be required to enter into a recognizance, payable to the City, with approved security, in a sum determined by the Municipal Court Judge conditioned for his appearance at the time and place named in the order of continuance, to answer further as to the alleged offense, and failing compliance, may be committed to jail until that time, but such imprisonment shall not continue longer than five days.

171.09 CONTINUANCES ON MOTION OF OTHER THAN ACCUSED.

If the continuance is not at the instance of the accused, he may be allowed to depart until the time appointed for the trial upon entering into his own recognizance, payable and conditioned as in Section 171.08, or without recognizance, as may be deemed right and proper.

171.10 CONTINUANCES, DEFAULT IN RECOGNIZANCE.

In case default is made in the condition of any recognizance entered into by virtue of this article, it shall be noted on the docket; and in the event that payment is not made of the sum named as the penalty thereof, an action may be maintained thereon in the name of the City in any court of competent jurisdiction to recover the amount of the penalty against the accused and his sureties. In such action the court may give judgment for the whole of the penalty, or remit it, in whole or in part, and render judgment upon such terms and conditions as may be deemed reasonable.

171.11 JUDGMENT OF GUILTY INCLUDES JUDGMENT FOR COSTS.

Upon the final hearing of any proceeding to punish for an offense, if judgment is given against the accused, such judgment shall include costs incurred by the City, or due to any officer in that behalf, in addition to court costs of fifty dollars ($50.00), and any fees required by law. In addition, a five dollar ($5.00) fee for sustaining the Jefferson County Teen Court Program will be added to aforementioned court costs on the condition that the extra five dollar ($5.00) fee remains in place only during the time period that the Jefferson County Teen Court Program is actively operating. (Passed 1-7-13.)

171.12 ENFORCEMENT OF PENALTIES AND COSTS.

The Municipal Court Judge shall have power to issue executions for all fines, penalties and costs imposed by him, or he may require the immediate payment thereof in default of such payment and he may commit the party in default to jail for not to exceed ten days.

171.13 PAYMENT OF COURT COSTS BY CITY.

If the judgment be in favor of the person accused, he shall recover his costs, and the Municipal Court Judge shall certify such costs to the City Manager for payment, as well as those incurred by the City. And if the judgment be against such person and the costs incurred by the City cannot be collected from him, they also shall be reported by the Municipal Court Judge to the City Manager for payment. Costs shall be held to include the fees of witnesses, as in cases before magistrates.

171.14 SUSPENSION OF EXECUTION OF JUDGMENT.

After judgment, execution may be suspended by the Municipal Court Judge upon such terms as may be imposed by him and agreed to by the party convicted.

171.15 APPEALS.

Every person sentenced under this article by the Municipal Court Judge to imprisonment or to the payment of a fine of ten dollars ($10.00) or more (and in no case shall a fine of less than ten dollars ($10.00) be given if the defendant, his agent or attorney object thereto) shall be allowed an appeal de novo to the County Circuit Court, upon entering into an appeal bond with surety deemed sufficient

in a penalty equal to the amount of the fine and costs, but in no event less than the costs of appeal, with condition that the person appealing will perform and satisfy any judgment which may be rendered against him by the Circuit Court on such appeal. Any such appeal must be perfected within twenty days from and after the date upon which the sentence is imposed. If such appeal is taken, the appeal bond and other papers in the case shall be forthwith delivered by the Clerk to the Clerk of the Court to which such appeal is taken, and such Court shall proceed to try the case as upon indictment of presentment, and render such judgment, without remanding the case, as the law and the evidence may require. If the judgment be against the accused, it shall include the costs incurred in the proceedings before the Municipal Court Judge, as well as in the Court. (Passed 12-10-07.)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-775: Police Pension Fund Annual Report

ATTACHMENTS:

- Unsigned Annual Report Certification.pdf
- Signed Annual Report Certification 08-19-2022.pdf
- 2022_Completed Annual Report_City of Charles Town_Police Pension.pdf
- Annual Report_2023_City of Charles Town_Police Pension.pdf

City of Charles Town

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

MAYOR
Robert M. Trainor

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

CITY MANAGER
John Nissel

CITY CLERK
Alissa Meeks

Municipal Pensions Oversight Board
301 Eagle Mountain Road, Suite 251
Charleston, West Virginia 25311

Under penalty for false swearing (West Virginia Code §61-5-3), I hereby certify the foregoing information in this annual report of the City of Charles Town Pension and Protection Fund for fiscal year 2023 to be true and accurate in all respects. I further certify (per§8-22-19(d)(1) and §8-22-19(d)(1)(B)) the Board of Trustees of the pension and relief fund has made a report to the governing body of the municipality and to the oversight board on the condition of its fund with respect to the fiscal year. This Annual Report has been presented to the Charles Town city council on _____, 2023.

Date:

Name: John Nissel

Signed:

Title: Municipal Treasurer and Custodian of the Policemen's/Firemen's Pension and Relief Fund

Municipality: Charles Town

City of Charles Town

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

MAYOR
Robert M. Trainor

CITY COUNCIL
Chet Hines
James Kratovil
Heather Sprenger
Todd Coyle
Jean Petti
Michael George
Kevin Tester
Rikki Twyford

CITY MANAGER
John Barkley

Municipal Pensions Oversight Board
301 Eagle Mountain Road, Suite 251
Charleston, West Virginia 25311

Under penalty for false swearing (West Virginia Code §61-5-3), I hereby certify the foregoing information in this annual report of the City of Charles Town Pension and Protection Fund for fiscal year 2022 to be true and accurate in all respects. I further certify (per§8-22-19(d)(1) and §8-22-19(d)(1)(B)) the Board of Trustees of the pension and relief fund has made a report to the governing body of the municipality and to the oversight board on the condition of its fund with respect to the fiscal year. This Annual Report will be presented to the Charles Town city council on September 6, 2022.

Date: August 19, 2022

Name: John Barkley

Signed: _____

Title: Municipal Treasurer and Custodian of the Policemen's/Firemen's Pension and Relief Fund

Municipality: Charles Town

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)

Pension Fund	Board of Trustees of the Policemen's Pension and Relief Fund
Treasurer	John Barkley
Municipality	City of Charles Town
Fiscal Year (July 1 - June 30)	July 1, 2021 - June 30, 2022

Actuarial Funding Method

X	Standard Funding Method
	Optional Funding Method
	Alternative Funding Method (107%)
	% Necessary to Maintain Plan Solvency for 15 Years

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year				
Item				Amount
Beginning Fair Value of Pension Plan	**July 1 (cash value)**			**$ 575,438.76**
a. Prior year net receivable/payable				$ -
Beginning Fair Value of Pension Plan	**July 1 (accrued value)**			**$ 575,438.76**
I. Revenue During Fiscal Year				
1. Employee Contributions				
a. For Employees hired prior to Jan. 1, 2010		Percent of Gross Salary 0.00%	$ -	
b. For Employees hired on or after Jan. 1, 2010		Percent of Gross Salary 9.50%	$ -	
c. Total Employee Contributions				$ -
2. Government Contributions				
a. From Parent Local Government	Required employer contributions from your municipality		$ 57,558.00	
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)			$ -	
c. Additional Employer Contributions From Your Municipality			$ -	
d. From State Government	Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance)		$ 11,326.58	
e. Total Government Contributions				$ 68,884.58
3. Receivable Contributions				
a. Employee Contributions			$ -	
b. Local Government Contributions			$ -	
c. State Government Contributions			$ -	
d. Other Contributions			$ -	
e. Total Receivable Contributions				$ -
4. Earnings on Investments				
a. Net Appreciation/(Depreciation) of Fair Value of Investments			$ -	
b. Net Realized Gain/(Loss) on Sale/Exchange			$ (45,328.55)	
c. Interest and Dividends			$ 12,728.13	
d. Other Income			$ -	
e. Investment Expenses **(enter as negative)**			$ (4,813.87)	
f. Receivable Investment Income			$ -	
g. Payable Investment Expenses **(enter as negative)**			$ -	
h. Total Earnings on Investments				$ (37,414.29)
5. All Other Revenues				
Please Specify	Donation by the City of Charles Town (monies collected for copies of accident reports)			$ 5,330.00
Total Revenues	**The sum of items I.1. through I.7.**			**$ 36,800.29**

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)

Item			Amount
II Expenditures During Fiscal Year	Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.		
1. Benefits Paid			
Retirement, disability, survivor and any other benefits.			$ 87,652.32
2. Withdrawals			
Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment			$ -
3. Administration Expenses			
Administrative expenses and other costs or payments not representing benefit payments or withdrawals.			
a. Municipal Administration	Municipal administration fees.	$ 1,013.78	
b. Other Administration	Example: Pension Secretary expenses; Rent; etc.	$ -	
c. Total Administration Expenses			$ 1,013.78
4. Payables			
Monies payable after the end of the fiscal year			
a. Benefit Payments		$ -	
b. Withdrawals		$ -	
c. Administration Expenses		$ -	
d. Total Payables			$ -
Total Expenditures	**The sum of items II.1. through II.4**		**$ 88,666.10**
Net Income/(Loss)			**$ (51,865.81)**
Ending Fair Value of Pension Plan	**June 30 (cash value)**		**$ 523,572.95**
a. Net receivable/payable			**$ -**
Ending Fair Value of Pension Plan	**June 30 (accrued value)**		**$ 523,572.95**

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)

PART II - Asset Allocation at End of Fiscal Year

1. Cash and Cash Equivalents - Short Term	Percent of Total Assets	**25.09%**
Financial Institution or Money Manager	Type of Account	Fair Value
a. United Bank	Checking	$ 68,418.70
b.	Treasury Bills	$ -
c. Fidelity/Hoxton Financial Planning & Management	Savings or Money Market Account	$ 62,924.09
d.	Short Term Investment Funds	$ -
e.	Re-Purchase Agreements	$ -
f.	Commercial Paper	$ -
g.	CDs and Bankers' Acceptances	$ -
		Fair Value
Total Cash and Cash Equivalents	The sum of items 1.a. through 1.g.	**$ 131,342.79**

2. Fixed Income - Long Term	Percent of Total Assets	**47.02%**
Financial Institution or Money Manager	Type of Account	Fair Value
a. Fidelity/Hoxton Financial Planning & Management	US Govt Agencies & Instruments	$ 132,271.34
b.	Foreign Govt, Subdivisions,Agencies or Enterprise	$ -
c.	International agencies or supranational entities	$ -
d.	Mortgage-related or others asset back securities	$ -
e. Fidelity/Hoxton Financial Planning & Management	Corporate Debt Securities	$ 113,894.66
f.	Corporate Inflation-index bonds	$ -
g.	Bank CD's, fixed time deposits, Bankers Acceptance	$ -
h.	State & Local Govt Debt Securities	$ -
i.	Mutual Funds (Bonds)	$ -
j.	International Mutual Funds - Bonds	$ -
k.	Exchange Traded Funds (ETF) - Bonds	$ -
l.	International Exchange Traded Funds (ETF) - Bonds	$ -
		Fair Value
Total Fixed Income (at fair value)	The sum of items 2.a. through 2.l.	**$ 246,166.00**

3. Equity Investments	Percent of Total Assets	**27.90%**
Financial Institution or Money Manager	Type of Account	Fair Value
a.	Individual Stocks Held	$ -
b.	Mutual Fund Shares (Equities)	$ -
c. Fidelity/Hoxton Financial Planning & Management	Exchange Traded Funds (ETF)	$ 118,318.60
d. Fidelity/Hoxton Financial Planning & Management	International Stocks Held	$ 27,745.56
e.	International Mutual Funds - Equities	$ -
f.	International Exchange Traded Funds (ETF)	$ -
		Fair Value
Total Equity Investments (at fair value)	The sum of items 3.a. through 3.f.	**$ 146,064.16**

4. Alternative Investments	Percent of Total Assets	**0.00%**
Financial Institution or Money Manager	Type of Account	Fair Value
a.	Real Estate Investment Trust	$ -
b.	Private Equity Fund	$ -
c.	Hedge Funds	$ -
d.	Other Alternative Investments	$ -
		Fair Value
Total Alternative Investments (at fair value)	The sum of items 4.a. through 4.d.	**$ -**

5. Receivables and Payables	Percent of Total Assets	**0.00%**
	Type	Fair Value
a.	Receivable Contributions	$ -
b.	Receivable Investment Income	$ -
c.	Payable Investment Expense	$ -
d.	Payable Benefits, Withdrawals, and Admin Expenses	$ -
		Fair Value
Net Receivable/(Payable)	The sum of items 5.a. through 5.d.	**$ -**

Total Assets	**Sum of 1. through 5.**	**$ 523,572.95**

6. Total return on investments for the period of July 1 thru June 30	(Obtain from financial institution or money manager)	-9.76%

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)

PART III - Membership and Beneficiaries

* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.

** Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipents to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to August 1st of each year.

Item		Avg. Monthly #
I. Members of your Pension Fund	Exclude Beneficiaries	
1. Active Members	Current number of employees contributing to the pension fund	
2. Inactive Members	Non-active vested members and employees on extended leave without pay	
II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year		
1. Retirees		1.00
2. Disability Retirees	Includes the new applications approved during reporting period	
a. Number of Disability Applications received during the fiscal year		
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
(1.) Disability Applications Approved during Fiscal Year		
(2.) Disability Applications Denied during Fiscal Year		
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		0.00%
4. Survivors (of Deceased Members) Drawing Benefits		3.00

PART IV - Legal Thresholds for Investments

	(1)	(2)	(3)
	%	**Maximum % and $**	**(Over) Under**
Equity Investments	28%	75%	47%
International Securities	5%	30%	25%
Alternative Investments	0%	25%	25%
Cash/Cash Equivalents and Fixed Income (Low 25%; High 75%)	72%	25% 75%	-47% 3%
Short Term Investment - (90 days of expenses)		$ 22,166.53	$ (109,176.27)

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)

Pension Fund	Board of Trustees of the Policemen's Pension and Relief Fund
Treasurer	John Nissel
Municipality	City of Charles Town
Fiscal Year (July 1 - June 30)	July 1, 2022 - June 30, 2023

Actuarial Funding Method

X	Standard Funding Method
	Optional Funding Method
	Alternative Funding Method (107%)
	% Necessary to Maintain Plan Solvency for 15 Years

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year				
Item				Amount
Beginning Fair Value of Pension Plan	**July 1 (cash value)**			**$ 523,572.95**
a. Prior year net receivable/payable				$ -
Beginning Fair Value of Pension Plan	**July 1 (accrued value)**			**$ 523,572.95**
I. Revenue During Fiscal Year				
1. Employee Contributions				
a. For Employees hired prior to Jan. 1, 2010		Percent of Gross Salary 0.00%	$ -	
b. For Employees hired on or after Jan. 1, 2010		Percent of Gross Salary 9.50%	$ -	
c. Total Employee Contributions				$ -
2. Government Contributions				
a. From Parent Local Government	Required employer contributions from your municipality		$ 58,936.95	
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)			$ -	
c. Additional Employer Contributions From Your Municipality			$ -	
d. From State Government	Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance)		$ 9,832.23	
e. Total Government Contributions				$ 68,769.18
3. Receivable Contributions				
a. Employee Contributions			$ -	
b. Local Government Contributions			$ -	
c. State Government Contributions			$ -	
d. Other Contributions			$ -	
e. Total Receivable Contributions				$ -
4. Earnings on Investments				
a. Net Appreciation/(Depreciation) of Fair Value of Investments			$ -	
b. Net Realized Gain/(Loss) on Sale/Exchange			$ 15,189.88	
c. Interest and Dividends			$ 13,658.55	
d. Other Income			$ -	
e. Investment Expenses **(enter as negative)**			$ (4,560.46)	
f. Receivable Investment Income			$ -	
g. Payable Investment Expenses **(enter as negative)**			$ -	
h. Total Earnings on Investments				$ 24,287.97
5. All Other Revenues				
Please Specify	Donation by the City of Charles Town (monies collected for copies of accident reports)			$ 5,795.00
Total Revenues	**The sum of items I.1. through I.7.**			**$ 98,852.15**

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)

Item			Amount
II Expenditures During Fiscal Year	Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.		
1. Benefits Paid			
Retirement, disability, survivor and any other benefits.			$ 90,928.08
2. Withdrawals			
Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment			$ -
3. Administration Expenses			
Administrative expenses and other costs or payments not representing benefit payments or withdrawals.			
a. Municipal Administration	Municipal administration fees.	$ 1,177.59	
b. Other Administration	Example: Pension Secretary expenses; Rent; etc.	$ -	
c. Total Administration Expenses			$ 1,177.59
4. Payables			
Monies payable after the end of the fiscal year			
a. Benefit Payments		$ -	
b. Withdrawals		$ -	
c. Administration Expenses		$ -	
d. Total Payables			$ -
Total Expenditures	**The sum of items II.1. through II.4**		**$ 92,105.67**
Net Income/(Loss)			**$ 6,746.48**
Ending Fair Value of Pension Plan	**June 30 (cash value)**		**$ 530,319.43**
a. Net receivable/payable			**$ -**
Ending Fair Value of Pension Plan	**June 30 (accrued value)**		**$ 530,319.43**

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)

PART II - Asset Allocation at End of Fiscal Year

1. Cash and Cash Equivalents - Short Term	Percent of Total Assets	**16.29%**

Financial Institution or Money Manager	Type of Account	Fair Value
a. United Bank	Checking	$ 50,904.98
b.	Treasury Bills	$ -
c. Fidelity/Hoxton Financial Planning & Management	Savings or Money Market Account	$ 35,503.78
d.	Short Term Investment Funds	$ -
e.	Re-Purchase Agreements	$ -
f.	Commercial Paper	$ -
g.	CDs and Bankers' Acceptances	$ -

		Fair Value
Total Cash and Cash Equivalents	The sum of items 1.a. through 1.g.	**$ 86,408.76**

2. Fixed Income - Long Term	Percent of Total Assets	**51.96%**

Financial Institution or Money Manager	Type of Account	Fair Value
a. Fidelity/Hoxton Financial Planning & Management	US Govt Agencies & Instruments	$ 169,101.00
b.	Foreign Govt, Subdivisions,Agencies or Enterprise	$ -
c.	International agencies or supranational entities	$ -
d.	Mortgage-related or others asset back securities	$ -
e. Fidelity/Hoxton Financial Planning & Management	Corporate Debt Securities	$ 106,469.15
f.	Corporate Inflation-index bonds	$ -
g.	Bank CD's, fixed time deposits, Bankers Acceptance	$ -
h.	State & Local Govt Debt Securities	$ -
i.	Mutual Funds (Bonds)	$ -
j.	International Mutual Funds - Bonds	$ -
k.	Exchange Traded Funds (ETF) - Bonds	$ -
l.	International Exchange Traded Funds (ETF) - Bonds	$ -

		Fair Value
Total Fixed Income (at fair value)	The sum of items 2.a. through 2.l.	**$ 275,570.15**

3. Equity Investments	Percent of Total Assets	**31.74%**

Financial Institution or Money Manager	Type of Account	Fair Value
a.	Individual Stocks Held	$ -
b.	Mutual Fund Shares (Equities)	$ -
c. Fidelity/Hoxton Financial Planning & Management	Exchange Traded Funds (ETF)	$ 136,150.52
d. Fidelity/Hoxton Financial Planning & Management	International Stocks Held	$ 32,190.00
e.	International Mutual Funds - Equities	$ -
f.	International Exchange Traded Funds (ETF)	$ -

		Fair Value
Total Equity Investments (at fair value)	The sum of items 3.a. through 3.f.	**$ 168,340.52**

4. Alternative Investments	Percent of Total Assets	**0.00%**

Financial Institution or Money Manager	Type of Account	Fair Value
a.	Real Estate Investment Trust	$ -
b.	Private Equity Fund	$ -
c.	Hedge Funds	$ -
d.	Other Alternative Investments	$ -

		Fair Value
Total Alternative Investments (at fair value)	The sum of items 4.a. through 4.d.	**$ -**

5. Receivables and Payables	Percent of Total Assets	**0.00%**

	Type	Fair Value
a.	Receivable Contributions	$ -
b.	Receivable Investment Income	$ -
c.	Payable Investment Expense	$ -
d.	Payable Benefits, Withdrawals, and Admin Expenses	$ -

		Fair Value
Net Receivable/(Payable)	The sum of items 5.a. through 5.d.	**$ -**

Total Assets	**Sum of 1. through 5.**	**$ 530,319.43**

6. Total return on investments for the period of July 1 thru June 30	(Obtain from financial institution or money manager)	5.19%

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)

PART III - Membership and Beneficiaries

* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.

** Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipents to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to August 1st of each year.

Item		Avg. Monthly #
I. Members of your Pension Fund	Exclude Beneficiaries	
1. Active Members	Current number of employees contributing to the pension fund	
2. Inactive Members	Non-active vested members and employees on extended leave without pay	
II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year		
1. Retirees		1.00
2. Disability Retirees	Includes the new applications approved during reporting period	
a. Number of Disability Applications received during the fiscal year		
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
(1.) Disability Applications Approved during Fiscal Year		
(2.) Disability Applications Denied during Fiscal Year		
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		0.00%
4. Survivors (of Deceased Members) Drawing Benefits		3.00

PART IV - Legal Thresholds for Investments

	(1)	(2)	(3)
	%	**Maximum % and $**	**(Over) Under**
Equity Investments	32%	75%	43%
International Securities	6%	30%	24%
Alternative Investments	0%	25%	25%
Cash/Cash Equivalents and Fixed Income (Low 25%; High 75%)	68%	25% 75%	-43% 7%
Short Term Investment - (90 days of expenses)		$ 23,026.42	$ (63,382.34)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-756: Referral to the Planning Commission - Zoning Table 1322.04 District Use Table and associated zoning for the NR Zoning District.

Referral to the Planning Commission - Zoning Table 1322.04 District Use Table and associated zoning for the NR Zoning District.

ATTACHMENTS:

- 1. Staff Report.pdf
- 2. Zoning Use Table.pdf

Neighborhood Residential Use Mix Review

Date: For the September 5, 2023 City Council Meeting
Report by: James Newman, City Planner, Zoning/Subdivision Administrator.

BACKGROUND

The purpose of the NR District is to provide for a mix of housing types and related services and Uses, including Commercial Uses and office services. It is the intent of the zoning classification to allow mixed development on undeveloped land and, where applicable as may be further described in this Ordinance, the Redevelopment of specific parcels within the City.

The NR District applies to parcels or tracts larger than five (5) acres. The intent is to create a cohesive pattern of primarily residential development that allows a mix of Uses, including neighborhood servicing Commercial and office Uses and/or Commercial and office Uses that complement the primarily residential character of the neighborhood.

ISSUE

While the NR zoning district allows for some recreational uses by-right (such as parks, tennis courts, gym), the only retail use permitted is a convenience store open 15-16 hours/day. That is the sole commercial use allowed at all, either by-right or with a special exception. Additionally, the only office use allowed at all is a government office building.

RECOMMENDATION

As the intent of the NR Zoning District is to "*provide for a mix of housing types and related services and Uses, including* ***Commercial Uses*** *and* ***office services***", then a text amendment is required to permit additional sues either by-right or via special exception.

This item should be referred to the Planning Commission for discussion and eventual public hearing.

Table 1322.04, Zoning District Use Table

CHARLES TOWN ZONING ORDINANCE DISTRICT USE TABLE Key: P – Permitted Use S – Special Exception Use PA – Permitted Accessory Use SA – Special Exception Accessory Use		ZONING DISTRICTS						
		Residential Low Density	Residential Medium-High Density	Neighborhood Residential	Neighborhood Commercial	General Commercial	Old Town Mixed Use Commercials	Old Town Residential
ITE Code	Land Use	R-3	R-15	NR	NC	GC	OT-MUC	OT-R
PORT AND TERMINAL USES (ITE CODES 000 – 009)								
090	Park-and-Ride Lot				P	P	P	
RESIDENTIAL USES (ITE CODES 200 - 299)								
210	Single-Family Detached Housing	P	P	P	P		P	P
*	Duplex	P	P	P			P	P
220	Apartment		P	P	P		P	S
230	Residential Condominium/Townhouse		P	P	P		P	S
240	Mobile Home Park		S					
251	Senior Adult Housing – Detached	P	P	P			P	
252	Senior Adult Housing – Attached		P	P	S		P	
253	Congregate Care Facility			S	S			
254	Assisted Living			S	S			
255	Continuing Care Retirement Community			S	S			
*	Adult Day Care Center			S	S	P		
*	Child Care Center			S	S	P		
*	Detached Garage or carport, provided it does not exceed 500 sq. feet.	PA	PA	PA	PA		PA	PA
	Guest Quarters	PA	PA	PA	PA			PA
	Group Home		S					S
*	Home Occupation, Minor	PA	PA	PA	PA		PA	PA
*	Home Occupation, Major	SA	SA	SA	SA		SA	SA
*	Swimming Pool (Private)	PA	PA	PA				PA
LODGING USES (ITE CODES 300 – 399)								
310	Hotel					P	S	
311	All Suites Hotel					P	S	
312	Business Hotel					P	S	
320	Motel					P	S	
*	Bed and Breakfast Inns	SA	SA	SA	P	P	P	SA

CHARLES TOWN ZONING ORDINANCE DISTRICT USE TABLE Key: P – Permitted Use S – Special Exception Use PA – Permitted Accessory Use SA – Special Exception Accessory Use		ZONING DISTRICTS						
		Residential Low Density	Residential Medium-High Density	Neighborhood Residential	Neighborhood Commercial	General Commercial	Old Town Mixed Use Commercials	Old Town Residential
ITE Code	Land Use	R-3	R-15	NR	NC	GC	OT-MUC	OT-R
RECREATIONAL USES (ITE CODES 400 – 499)								
411	City Park	P	P	P	P	P	P	P
412	County Park	P	P	P	P	P	P	
413	State Park	P	P	P	P	P	P	
416	Campground/Recreational Vehicle Park					S		
430	Golf Course		S	S	S	S		
431	Miniature Golf Course				P	P		
432	Golf Driving Range					S		
433	Batting Cages				P	P		
438	Billiard Hall				S	S	S	
435	Multipurpose Recreational Facility					P		
437	Bowling Alley					P		
440	Adult Cabaret (Adult Uses)					S		
441	Live Theater				P	P	P	
443/444	Movie Theater					P	P	
445	Multiplex Movie Theater					P		
460	Arena					S		
464	Roller Skating Rink					P		
465	Ice Skating Rink					P		
473	Casino/Video Lottery Establishment					S		
480	Amusement Park					S		
488	Soccer Complex		S	S	S	P		
490	Tennis Courts			P	P	P		
491	Racquet/Tennis Club				S	P		
492	Health/Fitness Club			P	P	P	P	
493	Athletic Club			P	P	P		
495	Recreational Community Center	S	S	S	P	P		
*	Swimming Pool Facility		S	S	S	S		S
INSTITUTIONAL USES (ITE CODE 500 – 599)								
520	Elementary School				P	P	P	P
522	Middle School/Junior High School				P	P	P	P

CHARLES TOWN ZONING ORDINANCE DISTRICT USE TABLE Key: P – Permitted Use S – Special Exception Use PA – Permitted Accessory Use SA – Special Exception Accessory Use		ZONING DISTRICTS						
		Residential Low Density	Residential Medium-High Density	Neighborhood Residential	Neighborhood Commercial	General Commercial	Old Town Mixed Use Commercials	Old Town Residential
ITE Code	**Land Use**	**R-3**	**R-15**	**NR**	**NC**	**GC**	**OT-MUC**	**OT-R**
530	High School				P	P	P	
534/536	Private School (K-12)				P	P	P	
540	Junior/Community College				P	P	P	
550	University/College				P	P	P	
*	Technical and Vocational School				P	P	P	
*	Professional and Management Development Training Center				P	P	P	S
560/561	Church/Synagogue				P	P	P	P
565	Day Care Center			SA	P	P	P	
566	Cemetery				P	P	P	
571	Prison					S		
580	Museum			P	P	P	P	S
*	Cultural Center			S	P	P	P	S
590	Library			P	P	P	P	
591	Lodge/Fraternal Organization			S	S	S	S	
MEDICAL USES (ITE CODES 600 – 699)								
610	Hospital					P		
612	(Outpatient) Surgery Center					P	S	
620	Nursing Home				P	P	P	
630	Clinic				P	P	P	
640	Animal Hospital/Veterinary Clinic				P	P	P	
*	Medical / Dental Lab				P	P	P	
*	Heliport					SA		
OFFICE USES (ITE CODES 700 – 799)								
710	General Office Building				P	P	P	
714	Corporate Headquarters Building				P	P	P	
715	Single Tenant Building				P	P	P	
720	Medical-Dental Office Building				P	P	P	
730	Government Office Building			P	P	P	P	
732	United States Post Office				P	P	P	
733	Government Office Complex					P	P	
735	Judicial Complex					P	S	
750	Office Park				P	P	P	
760	Research and Development Center					S	S	
770	Business Park					P	P	

CHARLES TOWN ZONING ORDINANCE DISTRICT USE TABLE Key: P – Permitted Use S – Special Exception Use PA – Permitted Accessory Use SA – Special Exception Accessory Use		ZONING DISTRICTS						
		Residential Low Density	Residential Medium-High Density	Neighborhood Residential	Neighborhood Commercial	General Commercial	Old Town Mixed Use Commercials	Old Town Residential
ITE Code	Land Use	R-3	R-15	NR	NC	GC	OT-MUC	OT-R
RETAIL USES (ITE CODES 800 – 899)								
812	Building Materials and Lumber Store					P	P	
813	Free-Standing Discount Superstore					P		
814	Specialty Retail Center					P		
815	Free-Standing Discount Store					P		
816	Hardware/Paint Store				P	P	P	
817	Nursery/Garden Center				P	P	P	
818	Nursery (Wholesale)					P		
820	Shopping Center				P	P		
823	Factory Outlet Center					P		
841	Automobile Sales					P	P	
843	Automobile Parts Sales					P		
848	Tire Store				P	P		
849	Tire Superstore					P		
850	Supermarket				P	P	P	
851	Convenience Market (Open 24 Hours)				P	P	P	
852	Convenience Market (Open 15 – 16 Hours)			P	P	P	P	
853	Convenience Market with Gasoline Pumps				S	P	S	
854	Discount Supermarket				P	P	P	
857	Discount Club					P		
859	Liquor Store (including Beer Distributor)				S	P	S	
860	Wholesale Market					P	P	
861	Sporting Goods Superstore					P		
862	Home Improvement Superstore					P		
863	Electronics Superstore					P		
864	Toy/Children's Superstore					P		
865	Baby Superstore					P		
866	Pet Supply Superstore					P		
867	Office Supply Superstore					P		
868	Book Superstore					P		
869	Discount Home Furnishings Superstore					P		
870	Apparel Store				P	P	P	
879	Arts and Crafts Store				P	P	P	

CHARLES TOWN ZONING ORDINANCE DISTRICT USE TABLE Key: P – Permitted Use S – Special Exception Use PA – Permitted Accessory Use SA – Special Exception Accessory Use		ZONING DISTRICTS						
		Residential Low Density	Residential Medium-High Density	Neighborhood Residential	Neighborhood Commercial	General Commercial	Old Town Mixed Use Commercials	Old Town Residential
ITE Code	**Land Use**	**R-3**	**R-15**	**NR**	**NC**	**GC**	**OT-MUC**	**OT-R**
880	Pharmacy/Drugstore w/o Drive-Through Window				P	P	P	
881	Pharmacy/Drugstore w/Drive-Through Window				P	P	S	
890	Furniture Store				P	P	P	
892	Carpet Store				P	P	P	
896	Video Rental Store				P	P	P	
*	Art Gallery				P	P	P	
*	Gift shops and Boutiques				P	P	P	
*	Farmers Market				P	P	P	
*	Florist				P	P	P	
*	Photo / Camera Store				P	P	P	
SERVICE USES (ITE CODES 900 – 999)								
911	Walk-in Bank				P	P	P	
912	Drive-in Bank				P	P	P	
918	Hair Salon				P	P	P	
931	Quality Restaurant				P	P	P	
932	High-Turnover (Sit-Down) Restaurant				P	P	P	
933	Fast-Food Restaurant w/o Drive-Through Window				P	P	P	
934	Fast-Food Restaurant with Drive-Through Window				P	P		
935	Fast-Food Restaurant with Drive-Through Window and No Indoor Seating				P	P		
936	Coffee/Donut Shop w/o Drive-Through Window				P	P	P	
937	Coffee/Donut Shop with Drive-Through Window				P	P		
938	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating				P	P		
939	Bread/Donut/Bagel Shop w/o Drive-Through Window				P	P	P	
940	Bread/Donut/Bagel Shop with Drive-Through Window				P	P		
941	Quick Lube Vehicle Shop					P	P	
942	Automobile Care Center					P	P	
943	Automobile Parts and Service Center					P	P	

CHARLES TOWN ZONING ORDINANCE DISTRICT USE TABLE Key: P – Permitted Use S – Special Exception Use PA – Permitted Accessory Use SA – Special Exception Accessory Use		ZONING DISTRICTS						
		Residential Low Density	Residential Medium-High Density	Neighborhood Residential	Neighborhood Commercial	General Commercial	Old Town Mixed Use Commercials	Old Town Residential
ITE Code	**Land Use**	**R-3**	**R-15**	**NR**	**NC**	**GC**	**OT-MUC**	**OT-R**
944	Gasoline/Service Station				P	P	P	
945	Gasoline/Service Station with Convenience Market				P	P	P	
946	Gasoline/Service Station with Convenience Market and Car Wash				P	P	P	
947	Self-Service Car Wash					P	P	
948	Automated Car Wash					P	P	
960	Dry Cleaners			S	P	P	P	
*	Funeral Home/Crematory				P	P	P	
*	Kennel				S	P		
*	Tattoo Parlor				S	P	P	
*	Self-Storage Facility				S	P		
*	Outdoor Café				P	P	P	
MISCELLANEOUS USES								
*	Parking Facility		PA	PA	PA	P	P	PA
*	Wireless Telecommunication Facilities	S	S	S	S	S	S	
*	Essential Utilities and Equipment	P	P	P	P	P	P	

Section 1322.05, Urban Reserve (UR) District

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-763: Referral to Planning Commission to draft a Main Street Commercial Overlay District (MSCOD)

Referral to Planning Commission to draft a Main Street Commercial Overlay District (MSCOD)

ATTACHMENTS:

- Business district overlay staff report.docx

City of Charles Town

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

Main Street Ground Floor Commercial Overlay District

The intent of a new zoning district is to establish a Main Street Ground Floor Commercial Overlay District to address the first-floor occupancy as it relates to our 2040 Comprehensive Plan that designates a "Downtown First Focus Approach." This MSGFCOD is intended to encourage a pedestrian-oriented commercial shopping district with first floor retail space.

The goal is to create an engaging first floor experience which promotes commercial viability and vibrancy. It is critical to have a proportionate business mix that allows for the attraction of foot traffic, community engagement and a distinct cultural downtown vibe that appeals to both residents and visitors.

Currently, there is an excess supply of office space, while at the same time there are retail businesses/owners who need to expand to larger spaces but cannot because the larger spaces are occupied by business offices. The driving force behind this new overlay district is a direct result of the lack of first floor availability and the expanding retail demand that exists in the main street district.

The Main Street Ground Floor Commercial Overlay District will address the following:

- No new residential use on the first floor. This will prevent a commercial building from being converted to residential space.
- First floor commercial spaces will not be permitted storage use.
- First floor commercial spaces will not be permitted to be left vacant or inactive. The text amendment will define *inactive.*
- First floor space is limited to 25% office space.

Other Key Points:

The MSGFCOD will apply from Seminary Street to West Street, including Washington, Liberty, and Congress Streets.

This overlay district will work within the City's existing overlay district(s) framework, including the Historic Overlay District.

Existing businesses that do not meet this requirement detailed in the overlay district would be considered non-conforming. When a tenant leaves, or the use changes, the space would then become required to come into compliance with the overlay district requirements.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Referral
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-771: Referral to the Infrastructure Committee - Stop Sign at E. Liberty and N. Seminary Street

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-802: Payment of Bills - September 5, 2023

ATTACHMENTS:

- CAPITAL RESERVE COUNCIL REPORT 2023 9 05.pdf
- GENERAL FUND COUNCIL REPORT 2023 9 05.pdf
- PARKS & REC COUNCIL REPORT 2023 09 05.pdf

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADVANTAGE TECHNOLOGY LLC	9/01/23	CH-2 KEYBOARDS,IPAD,MONITO	CAPITAL RESERVE	GENERAL GOVERNMENT	4,094.40
	9/01/23	JULY2023 MONTHLY AGREEMENT	CAPITAL RESERVE	GENERAL GOVERNMENT	2,002.15
	9/01/23	JULY2023 MONTHLY AGREEMENT	CAPITAL RESERVE	GENERAL GOVERNMENT	1,465.40
	9/01/23	AUGUST2023 MONTHLY AGREEME	CAPITAL RESERVE	GENERAL GOVERNMENT	2,002.15
	9/01/23	AUGUST2023 MONTHLY AGREEME	CAPITAL RESERVE	GENERAL GOVERNMENT	1,465.40
	9/01/23	JULY 2023 TECH SERVICE	CAPITAL RESERVE	GENERAL GOVERNMENT	1,487.50
	9/01/23	JULY 2023 TECH SERVICE	CAPITAL RESERVE	GENERAL GOVERNMENT	1,045.00
	9/01/23	PD TECH SERVICES- 7/31	CAPITAL RESERVE	GENERAL GOVERNMENT	1,116.25
	9/01/23	CH- 3 MITEL PHONES	CAPITAL RESERVE	GENERAL GOVERNMENT	327.00
	9/01/23	CH-KEYBOARD,MONITOR,CHARGE	CAPITAL RESERVE	GENERAL GOVERNMENT	2,202.30
				TOTAL:	17,207.55
ALPHA ASSOCIATES, INCORPORATED	9/01/23	AUGUSTINE AVE- TRAIL DESIG	CAPITAL RESERVE	CULTURE & RECREATION	2,816.27
				TOTAL:	2,816.27
KIMLEY-HORN AND ASSOCIATES, INC.	9/01/23	LAWRENCE&CONGRESS-INTX	CAPITAL RESERVE	STREETS & TRANSPORTATI	11,347.80
	9/01/23	WAYFINDING SERV JULY 2023	CAPITAL RESERVE	CULTURE & RECREATION	1,100.00
				TOTAL:	12,447.80
MOTOROLA SOLUTIONS, INC.	9/01/23	PD CAD MAINT 9/1/23-8/31/2	CAPITAL RESERVE	GENERAL GOVERNMENT	10,654.65
				TOTAL:	10,654.65
WEST VIRGINIA DIVISION OF HIGHWAYS	9/01/23	S GEORGE SIDEWALK	CAPITAL RESERVE	CULTURE & RECREATION	102,245.75
				TOTAL:	102,245.75

========== FUND TOTALS ==========	
200 CAPITAL RESERVE	145,372.02
GRAND TOTAL:	145,372.02

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: CAP1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 9/01/2023 THRU 9/01/2023

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-42 TACTICAL LLC	9/01/23	LIPSCOMB-UNDER VEST, PANTS	GENERAL FUND	POLICE DEPARTMENT	164.97
	9/01/23	LIPSCOMB-UNDER VEST, PANTS	GENERAL FUND	POLICE DEPARTMENT	179.97
	9/01/23	LIPSCOMB-UNDER VEST, PANTS	GENERAL FUND	POLICE DEPARTMENT	36.00
	9/01/23	LIPSCOMB-UNDER VEST, PANTS	GENERAL FUND	POLICE DEPARTMENT	284.97
	9/01/23	LIPSCOMB-UNDER VEST, PANTS	GENERAL FUND	POLICE DEPARTMENT	24.00
	9/01/23	LIPSCOMB-UNDER VEST, PANTS	GENERAL FUND	POLICE DEPARTMENT	13.00
	9/01/23	LIPSCOMB-UNDER VEST, PANTS	GENERAL FUND	POLICE DEPARTMENT	10.75
	9/01/23	BOWARD-6 SHIRTS,3 PANTS	GENERAL FUND	POLICE DEPARTMENT	164.97
	9/01/23	BOWARD-6 SHIRTS,3 PANTS	GENERAL FUND	POLICE DEPARTMENT	179.97
	9/01/23	BOWARD-6 SHIRTS,3 PANTS	GENERAL FUND	POLICE DEPARTMENT	36.00
	9/01/23	BOWARD-6 SHIRTS,3 PANTS	GENERAL FUND	POLICE DEPARTMENT	284.97
	9/01/23	BOWARD-6 SHIRTS,3 PANTS	GENERAL FUND	POLICE DEPARTMENT	24.00
	9/01/23	BOWARD-6 SHIRTS,3 PANTS	GENERAL FUND	POLICE DEPARTMENT	13.00
	9/01/23	BOWARD-6 SHIRTS,3 PANTS	GENERAL FUND	POLICE DEPARTMENT	21.33
				TOTAL:	1,437.90
APPLE VALLEY WASTE SERVICE, INC.	9/01/23	TRASH SER SEPT23 MALWARE A	GENERAL FUND	CONT/TRNSFR 2 OTHR FUN	415.00
				TOTAL:	415.00
BOARD OF TRUSTEES OF THE POLICE PENSIO	9/01/23	SEPT2023 POLICE PENSION CO	GENERAL FUND	POLICE DEPARTMENT	4,943.16
				TOTAL:	4,943.16
CASTO & HARRIS, INC.	9/01/23	PLANNING COMMISION MINUTE	GENERAL FUND	PLANNING & ZONING	137.41
				TOTAL:	137.41
CINTAS	9/01/23	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	194.33
	9/01/23	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	194.33
				TOTAL:	388.66
CREAMERS AUTO SERVICE CENTER, LLC	9/01/23	CAR#26 OIL CHANGE/TIRE RO	GENERAL FUND	POLICE DEPARTMENT	83.91
	9/01/23	CAR#27 MOUNT&BALANCE 4 TIR	GENERAL FUND	POLICE DEPARTMENT	84.00
				TOTAL:	167.91
CHARLES TOWN BUILDING COMMISSION	9/01/23	SEPTEMBER 2023 CITY RENTS	GENERAL FUND	CITY HALL	2,550.00
	9/01/23	SEPTEMBER 2023 CITY RENTS	GENERAL FUND	CITY HALL	16,667.00
	9/01/23	SEPTEMBER 2023 CITY RENTS	GENERAL FUND	POLICE DEPARTMENT	7,840.98
				TOTAL:	27,057.98
EXECUTIVE EMERGENCY LIGHTING LLC	9/01/23	CAR#26 REPLACE FAULTY RADI	GENERAL FUND	POLICE DEPARTMENT	58.50
				TOTAL:	58.50
FRONTIER, INC.	9/01/23	661 304-725-2381 SER 8/24-	GENERAL FUND	POLICE DEPARTMENT	68.41
	9/01/23	PD RINGDOWN 8/22/23-9/21/2	GENERAL FUND	POLICE DEPARTMENT	51.18
				TOTAL:	119.59
GEOMODEL INC	9/01/23	E AVIS ST- SURVEY SCAN-GRA	GENERAL FUND	CITY HALL	3,900.00
				TOTAL:	3,900.00
GUARDIAN	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	NON-DEPARTMENTAL	117.36
	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	ECONOMIC DEVELOPMENT	9.25
	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	TREASURER'S OFFICE	18.50
	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	CITY CLERK'S OFFICE	9.25
	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	ENFORCEMENT AGENCY	9.25
	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	BUILDING INSPECTION	9.25
	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	PLANNING & ZONING	18.50
	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	PARKING	9.25

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	POLICE DEPARTMENT	163.51
	9/01/23	SEPT23 VISION PREMIUMS	GENERAL FUND	STREETS & HIGHWAYS	27.75
				TOTAL:	391.87
IKEY	9/01/23	CRUISER KEYBOARD	GENERAL FUND	POLICE DEPARTMENT	2,001.00
				TOTAL:	2,001.00
JEFFERSON COUNTY CHAMBER OF COMMERCE	9/01/23	A MEEKS-LEADERSHIP JEFFERS	GENERAL FUND	PLANNING & ZONING	1,075.00
				TOTAL:	1,075.00
JEFFERSON COUNTY EMERGENCY COMMUNICATI	9/01/23	MAINT 9TH YR 7/2/23-7/1/24	GENERAL FUND	POLICE DEPARTMENT	1,405.80
				TOTAL:	1,405.80
JEFFERSON PUBLISHING COMPANY, INC.	9/01/23	8/9 NPH SLD2023-08 & WV202	GENERAL FUND	PLANNING & ZONING	47.98
	9/01/23	8/16&8/23 NPH PART 7 TAX C	GENERAL FUND	PLANNING & ZONING	48.50
	9/01/23	8/23 NPH- PAONESSA FIP GRA	GENERAL FUND	PLANNING & ZONING	36.02
				TOTAL:	132.50
KENT PARSONS FORD, INC	9/01/23	CAR#29 BATTERY/OIL CHANGE	GENERAL FUND	POLICE DEPARTMENT	79.12
				TOTAL:	79.12
KIMLEY-HORN AND ASSOCIATES, INC.	9/01/23	SERVICES THROUGH JULY 2023	GENERAL FUND	PLANNING & ZONING	2,242.62
				TOTAL:	2,242.62
MELISSA GLASCOCK	9/01/23	FY24 FIP- 218 W WASHINGTON	GENERAL FUND	CONT/TRNSFR 2 OTHR FUN	1,400.00
				TOTAL:	1,400.00
MELISSA SEGURA	9/01/23	COURT TRANSLATOR 8/2/23	GENERAL FUND	POLICE DEPARTMENT	75.00
				TOTAL:	75.00
MOTOROLA SOLUTIONS, INC.	9/01/23	2 ANNUAL DEVICE LIC 12/8/2	GENERAL FUND	POLICE DEPARTMENT	370.50
				TOTAL:	370.50
NORTH STAR CHILD ADVOCACY CENTER INC	9/01/23	NOBLE- MDIT TRAINING FALL	GENERAL FUND	POLICE DEPARTMENT	200.00
				TOTAL:	200.00
POTOMAC EDISON COMPANY, INC.	9/01/23	ELECTRIC SERV JULY 2023	GENERAL FUND	CITY HALL	994.83
	9/01/23	ELECTRIC SERV JULY 2023	GENERAL FUND	PARKING	93.42
	9/01/23	ELECTRIC SERV JULY 2023	GENERAL FUND	STREETS & HIGHWAYS	12,663.50
	9/01/23	ELECTRIC SERV JULY 2023	GENERAL FUND	STREETS & HIGHWAYS	277.41-
	9/01/23	ELECTRIC SERV JULY 2023	GENERAL FUND	STREETS & HIGHWAYS	3,725.07-
	9/01/23	ELECTRIC SERV JULY 2023	GENERAL FUND	VISITORS CENTER	282.79
				TOTAL:	10,032.06
DONALD B RICE TIRE CO INC	9/01/23	4 TIRES CAR#27	GENERAL FUND	POLICE DEPARTMENT	522.96
				TOTAL:	522.96
STAPLES ADVANTAGE	9/01/23	SOAP,LINERS,TOILET PAPER	GENERAL FUND	CITY HALL	302.03
	9/01/23	PENS,TISSUES,PAPER PLATE,	GENERAL FUND	CITY HALL	54.79
				TOTAL:	356.82
STAR CHAPMAN GROUP INC.	9/01/23	ACCTING SERVICES 8/15-9/14	GENERAL FUND	TREASURER'S OFFICE	11,000.00
				TOTAL:	11,000.00
THE JOURNAL,MARTINSBURG	9/01/23	8/13 FINANCE DIRECTOR JOB	GENERAL FUND	TREASURER'S OFFICE	450.00
	9/01/23	8/11 FINANCE DIRECTOR JOB	GENERAL FUND	TREASURER'S OFFICE	96.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	546.00
TIAA, FSB	9/01/23	2ND FLOOR PLAT PRINTER	GENERAL FUND	CITY HALL	153.50
	9/01/23	2ND FLOOR PLAT PRINTER	GENERAL FUND	CITY HALL	300.00
	9/01/23	2ND FLOOR PLAT PRINTER	GENERAL FUND	CITY HALL	43.50
				TOTAL:	497.00
VITAL SIGNS PLUS, INC.	9/01/23	POSTER/PLAQUES/SIGNS	GENERAL FUND	NON-DEPARTMENTAL	112.00
	9/01/23	POSTER/PLAQUES/SIGNS	GENERAL FUND	CITY COUNCIL	36.00
	9/01/23	POSTER/PLAQUES/SIGNS	GENERAL FUND	PARKING	45.00
	9/01/23	POSTER/PLAQUES/SIGNS	GENERAL FUND	FAIR ASSOC/FESTIVAL	33.00
	9/01/23	POSTER/PLAQUES/SIGNS	GENERAL FUND	FAIR ASSOC/FESTIVAL	28.00
	9/01/23	POSTER/PLAQUES/SIGNS	GENERAL FUND	FAIR ASSOC/FESTIVAL	28.00
				TOTAL:	282.00

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

001	GENERAL FUND	71,236.36
	GRAND TOTAL:	71,236.36

TOTAL PAGES: 3

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: AP1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 9/01/2023 THRU 9/01/2023

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
ACCENT IMAGING, INC.	9/01/23	2023 TENNIS CHAMPION TROPH	PARKS & REC	PARKS & REC		124.00
	9/01/23	2023 TENNIS CHAMPION TROPH	PARKS & REC	PARKS & REC		116.00
	9/01/23	2023 TENNIS CHAMPION TROPH	PARKS & REC	PARKS & REC		139.50
	9/01/23	2023 TENNIS CHAMPION TROPH	PARKS & REC	PARKS & REC		130.50
					TOTAL:	510.00
GASKINS SERVICES	9/01/23	HAPPY RETREAT-EXCAVATING H	PARKS & REC	PARKS & REC		181.90
					TOTAL:	181.90

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

207	PARKS & REC	691.90
	GRAND TOTAL:	691.90

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 03-CT BOARD OF P&R
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: PARK1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 9/01/2023 THRU 9/01/2023

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023:776: Jefferson County Convention & Visitors Bureau Quarterly Marking Report April-June 2023

ATTACHMENTS:

- JCCVB Quarterly Marketing Report.pdf

Jefferson County

WHERE ALMOST HEAVEN BEGINS™

Quarterly Marketing Report
April - June 2023

Overall Recap

Digital media campaign running in key feeder markets

TV running statewide WV

TV running in DC/NVA market

8 page insert - Washington Post & Ohio Magazine

Print ads running in regional magazines

Libations Trail launched

2023 Visitors Guide produced

Social Media campaign

Print Ads

WV Living
Blue Ridge Outdoors
Trail Book
Ohio Magazine
Day Tripping
Old Opera House program

Editorial Features

Virginia Sportsman
Ohio Magazine
Food & Travel



Harpers Ferry Bolivar Charles Town Shepherdstown

In Jefferson County, historic trails lead you along majestic rivers, through a national park, and to endless outdoor adventures. Our welcoming towns make you feel at home and sometimes a voice from the past will echo in the breeze. Jefferson County is your first step to exploring West Virginia. Take it and you will quickly realize this is Where Almost Heaven Begins.

WATCH OUR VIDEO

WhereAlmostHeavenBegins.com



Harpers Ferry Bolivar Charles Town Shepherdstown

In Jefferson County, historic trails lead you along majestic rivers, through a national park, and to endless outdoor adventures. Our welcoming towns make you feel at home and sometimes a voice from the past will echo in the breeze. Jefferson County is your first step to exploring West Virginia. Take it and you will quickly realize this is Where Almost Heaven Begins.

WATCH OUR VIDEO

WhereAlmostHeavenBegins.com



RIVER RIDERS FAMILY ADVENTURE RESORT PROVIDES REMARKABLE EXPERIENCES IN HARPERS FERRY

Rafting, Tubing, Snow Tubing, Ziplining and More in Jefferson County, West Virginia

STORY BY JOHN KELLY

PHOTOS COURTESY OF RIVER RIDERS

Matt Knott grew up on a West Virginia dairy farm that was just miles from the rivers he has now built his life around, close to where the Shenandoah and the Potomac flow and meet in his hometown of Harpers Ferry. However, the first time he found himself rafting the waters was in college, when he was on his first day of training to be a river guide.

"My parents were not into adventure sports at all," Knott said. "They always told us not to get in the river."

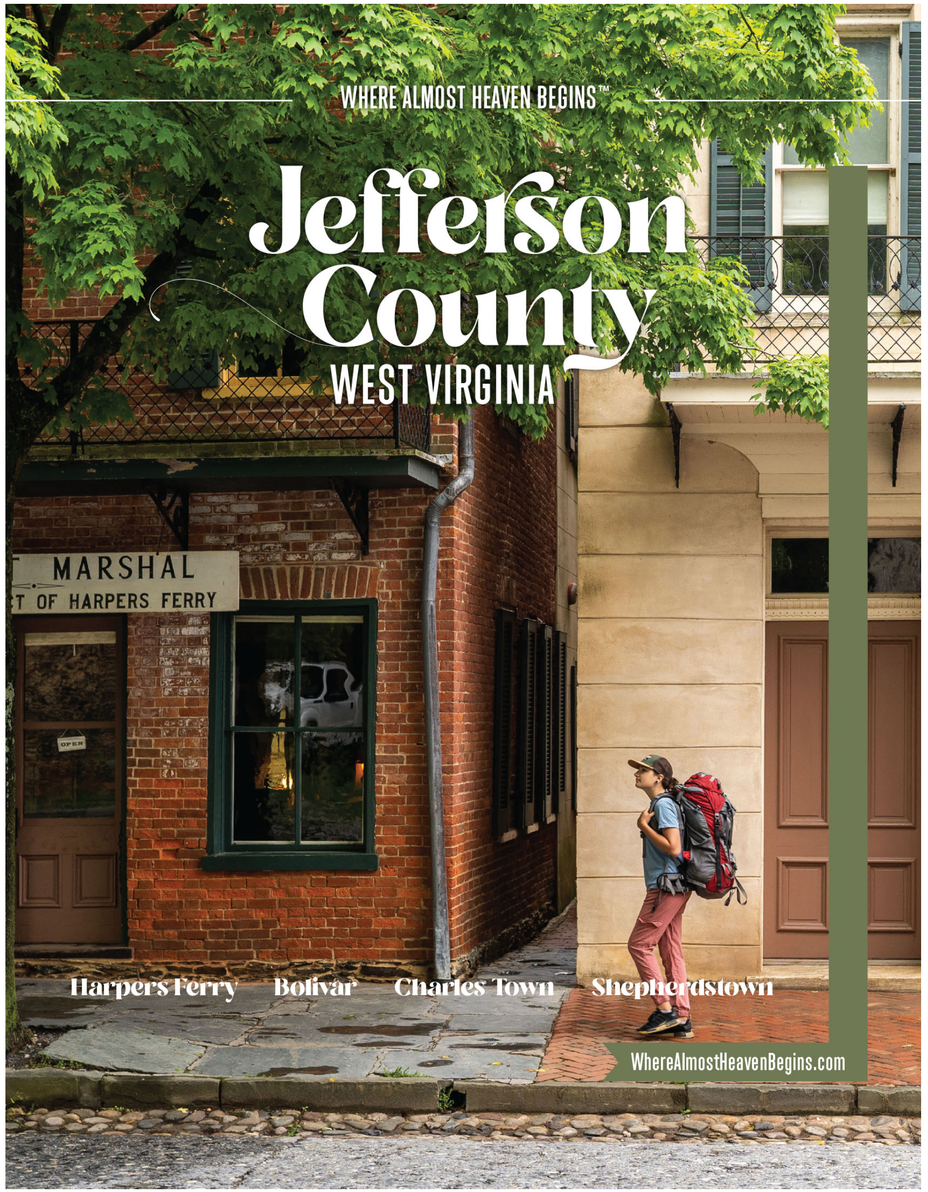
Today, he is making up for lost time as the CEO of River Riders Family Adventure Resort. Located just an hour from the Washington D.C. and Baltimore metro regions, River Riders delivers a comprehensive array of outdoor experiences ranging from white water rafting to tubing, canopy tour/zip lining, aerial forest adventure parks, kayaking, canoeing, mountain biking, lodging options and, brand new this year, a snow tubing park boasting the longest run on the East Coast.

Like many who fall in love with the river life, it didn't take long for Knott to see the attraction.

"It's just a great gig," he said. "You basically get to sit on the back of a raft, float down the river every day, and get paid for it."

Publications

2023 Visitors Guide
Update and Reprint of Eastern Panhandle Guide
8 page insert - Washington Post
8 page insert - Ohio Magazine
Shepherdstown Map Brochure



WHERE ALMOST HEAVEN BEGINS™

Insider's Guide

Welcome to Jefferson County, West Virginia. We invite you to discover our quaint towns, steeped with history and our stunning outdoors rich with recreational opportunities.


CHARLES TOWN


BOLIVAR


HARPERS FERRY


SHEPHERDSTOWN

Famous for John Brown's historic raid and our deep ties to the Washington family, Harpers Ferry, Bolivar, Shepherdstown and Charles Town celebrate our past while still being contemporary and sophisticated communities. Each town offers fabulous local dining, boutique shopping and comfortable lodging.



If you are a lover of art, sweets or libations, we have themed trails to discover all of the best places throughout the county and beyond to enjoy your favorite things. Download an interactive brochure and use it as your guide.

HIT THE TRAIL

Jefferson County features walkable downtowns and famous hiking trails all interconnected for easy access. Highlighted by the world-famous **Appalachian Trail**, we have miles of scenic hiking and biking trails to explore. The C&O Canal towpath, once trod by mule teams, is a smooth, level trail, perfect for hiking or biking. From the **C&O Canal Towpath**, long-distance hikers and bicyclists can connect to the **Great Allegheny Passage**, a combined rails-to-trails route that spans 335 miles. Hikers can also follow part of the 2,200-mile-long Appalachian Trail, with its midpoint at Harpers Ferry. The view of Harpers Ferry and the Shenandoah Valley is exceptional from the overlook on the **Maryland Heights Trail**. These and dozens of other trails run throughout the county.

GET IN THE SPIRIT

Jefferson County has long been known for a metropolitan dining scene in our historic and eclectic small towns of Shepherdstown, Charles Town, Bolivar and Harpers Ferry. However, we are becoming just as well-known for an incredible selection of local libations.

Bavarian Brothers Brewing is located within the Bavarian Inn Resort in Shepherdstown. Relax in their beautifully appointed brew pub or lounge, or take in amazing views of the resort on the patio. BBB constantly rotates and showcases different flavors.

In the heart of downtown Charles Town since 2017, **Abolitionist Ale Works** specializes in creating unique and flavorful craft beer. Their emphasis is on unique IPA, Sour Ales, Wild Ales, Saisons, Strong Ales and Stouts.



Located in Kearneysville, Devil's Due Distillery is a small craft whiskey distillery focused on local resources and craftsmanship. The Bourbon is sweet and smokey - aged to perfection. The Rye is spicy and ready for sipping. The Maple Whiskey will have you looking around for a stack of hotcakes. The vodka is pure heaven.



STAY ON TRACK

Hollywood Casino at Charles Town Races is a full entertainment experience featuring 2,700 slot machines, as well as the hottest new games and high-tech machines. Hollywood Casino features Las Vegas style table action with live blackjack, craps, roulette, and poker. Experience the thrill of live thoroughbred racing—under the lights, all year long! Home to the Grade 2, $800,000 Charles Town Classic and West Virginia Breeders Classic, Hollywood Casino at Charles Town Races offers some of the nation's best full-field, nine-race cards.

If you prefer your racing action to be autos, **Summit Point Motorsports Park** has been providing the Eastern Panhandle with high-octane thrills for five decades. The track began hosting Sports Car Club of America-sanctioned events. Actor-turned-driver Paul Newman even ran a few of his early races here. What began as just one track has since expanded to four. Now, you can find race cars, go-karts, and motorcycles tearing up the asphalt almost every weekend from February through November. The track even provides opportunities for regular folks to get in on the action. During Friday at the Track, drivers can put their street cars on the track and try them out.



WhereAlmostHeavenBegins.com

304-535-2627

Influencers / Writers

Southern Living Travel Writers

Hosted influencer Linda-Carol Spencer

Sponsorships

Opera House Gala

WV Fest

Streetfest

Jefferson County Chamber Denim & Diamonds

Parks & Rec. 4th of July

Blue Ridge Roots to Table

New Initiatives

Jefferson County

LIBATIONS LOVERS TRAIL

Libations Lovers Trail

Launched in June

Over 20 partners participating

Earn discounts and merchandise by checking in

Supported by social / email

184 check-ins

347 sign-ups

21 prize redemptions

Digital Media Stats

Google Paid Search:
Goal of 12,857 estimated clicks from 3/1/23 to 12/31/23 - 6,998 clicks delivered as of 6/30/23

Native Prospecting & Retargeting:
Goal of 20,870 clicks from 3/1/23 to 12/31/23 - 10.9k clicks delivered as of 6/30/23

CTV:
Goal of 500k views from 3/1/23 to 12/31/23 - 270k views delivered as of 6/30/23

Display Prospecting & Retargeting:
Goal of 2.25M Impressions from 3/1/23 to 12/31/23 - 1.3M Impressions delivered as of 6/30/23

Facebook:
Goal of 1.75M Impressions from 3/1/23 to 12/31/23 - 819k Impressions delivered as of 6/30/23

Website Stats

Users: +126.26% (41,686 vs 18,424)

Sessions: +129.26 (51,206 vs 22,335)

Pageviews: +114.22% (63,929 vs 29,843)

Top Cities: Ashburn, Baltimore, Atlanta, DC, Charlotte, New York, Columbus, Philadelphia

Traffic Source: Direct (46%), Google (24%), Digital Campaign (20%)

April - June 2023 compared to April - June 2022

Social Media Stats

Facebook reach
502,638 ↑ 35.1%

Instagram reach
53,909 ↓ 31.5%

Paid reach
95,855 ↑ 498%

New Facebook followers
1,038 ↑ 8.4%

New Instagram followers
790 ↑ 42.1%

Top Posts

Title			Type	Date published ↑↓	Reach ⓘ ↓
 Treat yourself this week to breakfa... Visit Jefferson County WV	View insights	···	Post	Sun Apr 23, 1:07pm	55K Accounts Center acc...
 While traveling with friends and fa... Visit Jefferson County WV	View insights	···	Post	Mon Apr 24, 12:27...	40.6K Accounts Center acc...
 Stargazing in Jefferson County, W... Visit Jefferson County WV	View insights	···	Post	Sun Apr 16, 9:57am	31.1K Accounts Center acc...
 ‼️NEW BUSINESS ALERT‼️ 📍A... Visit Jefferson County WV	View insights	···	Post	Sun May 28, 9:11am	27.9K Accounts Center acc...
 Nothing beats camping by the rive... Visit Jefferson County WV	View insights	···	Post	Tue Jun 6, 10:14am	22.2K Accounts Center acc...
 Get Out of Town! Harpers Ferry is t... Visit Jefferson County WV	View insights	···	Post	Sat Apr 29, 8:00pm	20.9K Accounts Center acc...

Earned Media

Conde Nast Traveler - The 28 Most Beautiful Towns in America

The Travel - 10 States to Visit in America this summer that won't break the bank.

She Buys Travel - Best Things to Do in WV with Kids!

WETA PBS - Get Out of Town

Good Housekeeping - The Best Solo Travel Destinations in the United States for an Unforgettable Adventure

Washington Post - Want to escape D.C. without a car? Take a train to Harpers Ferry.

Globe Trotter Travels - 10 Most Beautiful Places To Visit In West Virginia During Spring.

WTOP News - Staying put this spring break? Check out some day trip ideas for the DC area

April - June 2023

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-777: Charles Town Utility Board Meeting - August 9, 2023

ATTACHMENTS:

- 2023.08.09 UB MINUTES.pdf

Charles Town Utility Board
Regular Board Meeting
August 9, 2023

The Charles Town Utility Board held a regular meeting on August 9, 2023 at 4:00 P.M. Members of the Board present were Robert Trainor, Chairman; Duke Pierson, Vice Chairman; Tommy Stocks, Treasurer, Jeff Whitten, Board Member; and Heidi Parker, Board Member. Also present were Kristen Stolipher, Utility Manager; Ashley Stottlemyer, Secretary; Robert Rodecker, Legal Counsel; and new County Commission Liaison, Tricia Jackson.

CALL TO ORDER

The Chairman called the meeting to order at 4:00 P.M.

APPROVAL OF MINUTES

Approval of July 26, 2023 Regular Meeting Minutes

The Chairman called for changes or corrections to the July 26, 2023 regular meeting minutes. Mrs. Parker suggested one change to the Class Cost of Service item. Mrs. Jackson requested a revision to her name.

Action: **With no objections from the Board, the minutes were approved as amended.**

PUBLIC COMMENT

The Board received a public comment from Nicola Bastian and Jacquelyn Milliron.

UNFINISHED BUSINESS

Class Cost of Service - Additional Information, Recommendation and Implementation Schedule Discussion

Mrs. Stolipher included in the packet a summary drafted by Greg Herbert from Gannett Fleming which demonstrates the various options for water and sewer. Mr. Herbert gave a brief overview of the summary of options. The Board provided discussions. A financial debt coverage analysis was requested for next meeting. Mrs. Stolipher suggested the Board review the data once revised by Mr. Herbert and move forward with a recommendation at the next meeting to take to City Council in September.

Action: **No action required by the Board.**

NEW BUSINESS

Renewal and Replacement Project Resolution No. 10 – Contractor Pay Application No. 10

Mrs. Stolipher included the contractor application for payment no. 10 in the amount of $883,714.54 for work completed.

Action: **Motion made by Mr. Stocks, second by Mrs. Parker, the Board unanimously approved the Contractor Pay Application No. 10.**

Locust Hill Utility Parcel Conveyance to HOA

Mrs. Stolipher provided the deed and easement for a .23 acre parcel of land located in Locust Hill that was conveyed to the City of Charles Town through the purchase of the Tuscawilla Utilities. The City has been approached by the Locust Hill HOA regarding the conveyance of this parcel back to them. Mrs. Stolipher mentioned the parcel has no utilities located on it nor does she see a benefit to the City owning the property. She had counsel review and recommended a quick claim deed to convey the property back to the HOA.

Action: **Motion made by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved the conveyance of the Locust Hill utility property parcel to the HOA.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher briefed the Board on this month's sewer and water efforts including the continuing efforts of hydrant painting/repairs and the lead and copper inventory, as well as a Renewal and Replacement Project update. She also mentioned the ARPA funding request made to the City of Charles Town for the construction of a trail as part of the Collection Systems project was tabled again by Council. Mrs. Stolipher suggested withdrawing the request if no decision is made at their next meeting, as it is delaying the Collections System project.

Action: **Motion made by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved to withdraw the ARPA funding request if City Council does not take action at the August 21st Council meeting.**

Chairman Report

The Chairman provided City Council approved the first reading for the B&O tax ordinance.

Action: **No action required by the Board.**

APPROVAL OF BILLS

August 9, 2023

Action: **Motion by Mr. Stocks, second by Mr. Pierson, with discussions held by the Board, the Board unanimously approved the payment of the bills.**

INFORMATION ONLY

The next regular meeting is scheduled for Wednesday, August 23, 2023 at 4:00 P.M. at 661 S. George Street.

There being no further business at this time, the Board adjourned the meeting at 4:46 P.M.

Robert M. Trainor
Chairman

Ashley Stottlemyer
Secretary

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Proclamation
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-778: National Recovery Month Proclamation

ATTACHMENTS:

- National Recovery Month Proclamation.pdf

National Recovery Month Proclamation

Whereas, behavioral health is an essential part of overall wellness and human dignity; and

Whereas, substance abuse and co-occurring mental disorders affect millions of Americans of all ages, races, and ethnic backgrounds, in all communities; and

Whereas, preventing and overcoming substance abuse and co-occurring mental disorders is critical to achieving healthy lifestyles, both physically and emotionally; and

Whereas, National Recovery Month, which began in 1989 as "Treatment Works! Month", is held every September to increase awareness and understanding of mental health and substance abuse disorders, to help people achieve and sustain long-term recovery, and to celebrate those in recovery for their strength and perseverance.

Now, Therefore, be it resolved that by virtue of the authority vested in me as Mayor of our City, I do hereby proclaim the month of September 2023 as:

National Recovery Month

in Charles Town, West Virginia and encourage our citizens, residents, and businesses to participate in associated activities.

In Witness Whereof, I have hereunto set my hand and caused the Seal of Charles Town, West Virginia to be affixed this twenty-first day of August, two thousand twenty-three.

Robert M. Trainor

John Nissel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-782: CTUB ARPA Resolution

ATTACHMENTS:

- 2023-010 - Resolution - Charles Town Utility Board American Rescue Plan Act Funding Request.pdf

City of Charles Town

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

RESOLUTION

Charles Town Utility Board American Rescue Plan Act Funding Request

WHEREAS, the Charles Town Utility Board (CTUB) requested American Rescue Plan Act (ARPA) funding from the City of Charles Town, in an amount not to exceed $190,000. for the purpose of including a pedestrian trail into their 2023 Collection System Project; and

WHEREAS, as part of the CTUB 2023 Collection System is a linear gravity sewer line between Augustine Avenue and Washington Street running generally along Evitts Run, CTUB proposes the inclusion of a pedestrian trail, approximately 1,400 linear feet long and no less than 10 feet wide; and

WHEREAS, the City of Charles Town will benefit both economically and strategically by the inclusion of the pedestrian trail within CTUB's 2023 Collection System Project, contributing to the Mobility, Accessibility, and Connectivity goals as outlined in both the City's Strategic Plan and Walkability & Connectivity Study; and

WHEREAS, CTUB has committed to engage appropriate stakeholders in the design and permitting process to ensure there is cohesiveness with other existing and planned pedestrian trails in the vicinity of Augustine Avenue and Washington Street.

NOW, THEREFORE LET IT BE RESOLVED, the City of Charles Town hereby commits to awarding the Charles Town Utility Board, a portion of its American Rescue Plan Act (ARPA) funds, as a reimbursement for the construction of a pedestrian path as defined herein, not to exceed $190,00; and

NOW, THEREFORE LET IT BE FURTHER RESOLVED, the City's ARPA reimbursement award will only be granted after a certified engineering firm confirms that the requested reimbursement monies were specifically and explicitly expended for construction of the pedestrian trail.

Adopted the 31 ST day of August, 2023.

Robert M. Trainor
Mayor

Attest:
John Nissel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-703: DOH Construction Agreement Re: South George Street Sidewalk Resolution

ATTACHMENTS:

- DOH South George Street Construction Agreement signed.pdf

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways
1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Gregory L. Bailey, P.E.
Interim
State Highway Engineer

Jimmy Wriston, P.E.
Secretary of Transportation
Commissioner of Highways

June 21, 2023

Ms. Alissa Meeks
Director of Community Development
City of Charles Town
101 East Washington Street
Charles Town, West Virginia 25414

Dear Ms. Meeks:

The enclosed proposed agreement is for the Charles Town South George Street Pedestrian Improvements Transportation Alternatives (TA) project (State Project: U319-CHA/RL-3. 00) in Jefferson County. Please review the proposed agreement carefully as it will indicate the manner in which your project will be funded. If Sections A and B do not fully reflect the scope of work envisioned by your request, please make any changes you feel are appropriate and return the revised document for our consideration.

If this proposed agreement is acceptable, please sign all three originals, and return them to Mr. Kyle Oliver, West Virginia Division of Highways, Planning Division, Building 5, Room 740, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. *Do not date the front page, paragraph one*, as this date will be entered when the agreement is fully executed. Once the proposed agreement is fully executed, you will receive one original for your files.

In addition please submit a check payable to the West Virginia Division of Highways in the amount of $102,245.75 to cover the required sponsor's funding, along with your signed agreements. Should you have any questions, please contact Kyle Oliver, Project Manager with our Grant Administration Unit within the Planning Division, at (304) 205-6207 or by email at Kyle.J.Oliver@wv.gov.

Sincerely,

Jimmy Wriston, P.E.
Secretary of Transportation/
Commissioner of Highways

JW:Om

Enclosures

WEST VIRGINIA

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

AGREEMENT

STATE PROJECT: U319-CHA/RL-3. 00

FEDERAL PROJECT: TAP-2022(113)D CONSTRUCTION

CHARLES TOWN SOUTH GEORGE STREET PEDESTRIAN IMPROVEMENTS

TRANSPORTATION ALTERNATIVES

JEFFERSON COUNTY

THIS AGREEMENT, executed in triplicate, made and entered into this _____ day of _____, 20_____, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, hereinafter called **"DEPARTMENT"** and **CITY OF CHARLES TOWN**, hereinafter called **"SPONSOR".**

WITNESSETH that,

WHEREAS, DEPARTMENT and **SPONSOR** have determined that a project for the construction of Americans with Disabilities Act (ADA) compliant sidewalk is an eligible

project for funding under the Transportation Alternatives (TA) as appropriated in the Infrastructure Investment and Jobs Act (IIJA); and

WHEREAS, DEPARTMENT desires to cooperate with **SPONSOR** in accomplishing the project; and

WHEREAS, SPONSOR was awarded a Transportation Alternatives Federal Fiscal Year 2022 grant award; and

WHEREAS, by Resolution bearing the date of the 21st day of August, - 20 23, the **CHARLES TOWN CITY COUNCIL** directed the proper authorities to execute, acknowledge and deliver this Agreement, a copy of which Resolution is affixed hereto and made a part hereof;

NOW, THEREFORE, it is mutually agreed as follows:

A. That this is a construction only project. That **SPONSOR** shall provide to **DEPARTMENT** the following:

1. Entire design plans, specifications, and estimate (PS&E) package (and any other bid related documentation) and submit to the **DEPARTMENT** for review and approval. **DEPARTMENT** will submit to Federal Highway Administration (FHWA) for review and approval;

2. Construction documents that will include construction cost opinions for the project area upon the completion of the design development stage. The construction documents shall include existing conditions, demolition layout, grading, site utilities, drainage, and other applicable details for construction;
3. **DEPARTMENT** will perform the National Environmental Policy Act (NEPA) clearance;
4. **SPONSOR** will provide responses to technical questions from **DEPARTMENT** during the bidding process;
5. **DEPARTMENT** will bid the project and oversee construction inspection.

B. That **SPONSOR** shall submit such designs to **DEPARTMENT** for review and written approval prior to any construction. The **DEPARTMENT** will then advertise the project and enter into a contract with a qualified contractor for the construction of those project elements approved with the design plan, which may include:

1. Construction of approximately 1,105 linear feet of new, ADA-compliant sidewalk sidewalks along South George Street in the City of Charles Town; and
2. Installation of necessary drainage improvements as necessitated by the project.

The above-described scope of work for design is to hereafter be referred to as **"PROJECT".**

C. The total funding for the Construction Phase, including construction administration and oversight by **DEPARTMENT**, will be five hundred eleven thousand two hundred twenty-eight dollars and seventy-five cents ($511,228.75). Of this amount, four

hundred eight thousand nine hundred eighty-three dollars ($408,983.00) will come from federal funds at eighty percent (80%). The **SPONSOR** shall be responsible for the remaining twenty percent (20%) match of one hundred two thousand two hundred forty-five dollars and seventy-five cents ($102,245.75).

The **SPONSOR** will submit to **DEPARTMENT**, as the minimum match, a check payable to the West Virginia Division of Highways for the sum of one hundred two thousand two hundred forty-five dollars and seventy-five cents ($102,245.75). The check shall be submitted with the Agreement upon signature by **SPONSOR**.

SPONSOR will also be responsible, at the one hundred percent (100%) level, for any and all costs in excess of the total eligible project cost as set by this Agreement.

D. That **SPONSOR** shall provide for, or cause to be provided for, the future maintenance of **PROJECT** for a period of no less than ten (10) years once the work under this Agreement is completed. Further, it is acknowledged and agreed that all future maintenance of project elements constructed under this Agreement will be the sole responsibility of **SPONSOR**.

E. That the **DEPARTMENT** will be the lead agency and will charge the necessary labor, materials, and equipment necessary to complete the **PROJECT** directly to the federal authorization. It is also acknowledged and agreed that the funding for the

PROJECT is limited, and that project costs may not exceed the amount agreed upon in Item D of this Agreement without a Supplemental Agreement outlining the amount of funding to be added and the source of that funding.

F. That to assure budgetary constraints are observed, prior to advertising the **PROJECT** for construction, a meeting between the **DEPARTMENT** and **SPONSOR** will be conducted to determine the amount of **PROJECT** funding remaining in the account and to determine the work elements to be performed. Both **DEPARTMENT** and **SPONSOR** must agree, in writing, to the construction work elements to be performed prior to the **PROJECT** being advertised.

G. That no construction work elements have been designated to be performed by **SPONSOR**, at this time. If any construction work is to be performed by the **SPONSOR**, a Supplemental Agreement defining the work to be performed, the amount of funding to be reimbursed, and the method of reimbursement will be executed between **SPONSOR** and **DEPARTMENT**, and **DEPARTMENT** prior to beginning the work to be performed by **SPONSOR**.

H. That when using a contractor, **DEPARTMENT** will comply, and ensure compliance, with established provisions of the Federal Davis-Bacon Act Wage Codes.

I. That the following attachment(s) is incorporated herein and made a part of hereof as though fully set out herein: Attachment A-1 – "Transportation Alternatives General Clauses and Covenants (October 29, 2015)." **DEPARTMENT** and **FEDERAL HIGHWAY ADMINISTRATION** attachment guidelines shall apply if applicable.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

(signature) *(title)*

CITY OF CHARLES TOWN

Robert M Learner — Mayor, Charles Town

(signature) *(title)*

(To be executed in triplicate)

Distribution:
City of Charles Town
Planning Division
Legal Division

APPROVED AS TO FORM ON
June 6, 2023
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION.
DIVISION OF HIGHWAYS
David A Ford

NUMBER: 2306046

TABLE 1.0 CHARLES TOWN SOUTH GEORGE STREET PEDESTRIAN IMPROVEMENTS
FUNDING BREAKDOWN
FFY 2022
STATE PROJECT: U319-CHA/RL-3. 00
FEDERAL PROJECT: TAP-2022(113) D (CONSTRUCTION)

FUNDING TYPE	FEDERAL FUNDS	SPONSOR MATCHING FUNDS	TOTAL FUNDING
CONSTRUCTION PHASE TAP-2022(113)D			
FFY 2022 TA Grant Award	$408,983.00	$102,245.75	$511,228.75
Total Project Construction Funds	$511,228.75		

Notes:

Sponsor shall submit a check in the amount of $102,245.75.

ATTACHMENT A-1

TRANSPORTATION ALTERNATIVES GRANT PROGRAM

GENERAL CLAUSES AND COVENANTS

(October 29, 2015)

1. The **SPONSOR,** by signature on the attached Agreement, confirms that it has: the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including meeting the responsible charge responsibilities) to manage federal assistance; funds sufficient to pay the non-Federal share of project costs and to ensure proper planning, management and completion of the project described in this Agreement.

2. The **SPONSOR** shall not begin work, or cause any work to begin, for which costs the **SPONSOR** intends to seek reimbursement, until such time that the **SPONSOR** receives written notice to proceed from the **DEPARTMENT.**

3. The **SPONSOR** is responsible for **PROJECT** oversight and inspection (i.e. have a person in responsible charge, defined as a full-time public employee who is accountable for a project. This person is expected to be able to perform the following duties and functions: Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects; maintains familiarity of day to day project operations, including project safety issues; makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements; visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project; reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation and is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff

at all stages of the project) including materials procurement and control during any and all phases of construction, as well as for obtaining all necessary permits. **SPONSOR** shall provide and maintain competent and adequate supervision at the construction site to ensure that the completed work conforms with the **DEPARTMENT** approved plans and specifications and shall furnish progress reports and/or such other information as may be required by **DEPARTMENT** as well as maintaining/retaining project documentation concerning vendor selection, material acquisition, consultant procurement and contractor selection.

4. The **SPONSOR** shall indemnify and hold harmless the **DEPARTMENT**, its officers and employees from any and all suits, claims, liability, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any other obligation, including but not limited to attorney's fees and costs of investigations, arising out of or in any manner connected with the work performed by the **SPONSOR**, its agents, employees or contractors, under this Agreement, during or any time after such work is being or has been performed, including (without limitation) liability involving bodily injury, death, property damage or any violation or alleged violation of any Federal, State or local law or regulation, except for any liability or damages due to the willful or intentional unlawful acts or the negligence of the **DEPARTMENT** or its employees.

5. The **SPONSOR**, unless otherwise noted in the attached agreement, shall erect a sign, made of a durable material, at least four foot by eight foot (4' x 8') in size, at the site of the **PROJECT** where it can be viewed by persons in the area of the **PROJECT**. It will, at minimum, contain the following information in letters clearly legible:

(NAME OF PROJECT)

This project includes funding from the Federal Highway Administration's Transportation Alternatives Program administered by the West Virginia Department of Transportation, Division of Highways

Transportation Alternatives Funds

$_____

Such sign is to be placed at the site immediately following the **SPONSOR'S** receipt of notice to proceed for construction and remain at the site until the **PROJECT'S** final inspection by the **DEPARTMENT**.

6. The **SPONSOR** shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, either personal or organizational conflict of interest, or personal gain.

7. The **SPONSOR** shall comply with and ensure compliance with all Federal Statutes relating to the Anti-Lobbying Requirement, Pub. L. 101-121, Section 319, 31 U.S.C. § 1352, that prohibits the recipient, or any lower tier subrecipients, of a Federal contract, grant, loan or cooperative Agreement from expending Federal funds to pay any person for influencing or attempting to influence a Federal agency or the Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan or the entering into of any cooperative Agreement.

8. The **SPONSOR** agrees to establish a proper accounting system in accordance with generally accepted accounting standards or agency directives, and shall be responsible for insuring that its consultant(s) and/or contractor(s)/subcontractor(s) maintain all books, document papers, records, supporting cost proposals, accounting records, employees time cards, payroll

records and other evidence pertaining to costs incurred in the **PROJECT** and is to make such materials available at all reasonable times during the contract period and for four (4) years after the date of **DEPARTMENT'S** closing of the project, for inspection and/or audit by **DEPARTMENT**, Federal Highway Administration, or any other authorized representative of either the State or Federal government.

9. The **SPONSOR**, unless otherwise noted in the attached Agreement, agrees to begin the **PROJECT** within nine (9) months of, and complete said **PROJECT** within two (2) years after, the date the Notice to Proceed is issued by the **DEPARTMENT.** Failure to meet this deadline, without good and acceptable cause, may cancel the **DEPARTMENT'S** participation in said **PROJECT**, at the sole discretion of **DEPARTMENT,** and any remaining funds may be forfeited by the **SPONSOR**; repayment of the **PROJECT'S** Federal share may also be required. It is the express responsibility of the **SPONSOR** to inform the **DEPARTMENT**, in an expeditious manner, if any condition(s) arise which may result in this deadline not being met.

10. The **SPONSOR** acknowledges that construction contracts are required to be advertised and awarded to the lowest responsible and responsive bidder through the competitive bidding process, while consulting services are to be chosen by solicitation of letter of qualifications, interview of candidate, and selection based on qualification, rather than price per the **DEPARTMENT'S** consultant selection procedures. Any usage of a **SPONSOR'S** consultant's selection process or deviation from these processes requires prior written approval by **DEPARTMENT**. In addition, the **SPONSOR** acknowledges and agrees that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" and 49 CFR 29.

11. The **SPONSOR** must retain a copy of all newspaper advertisements for requests for proposals for consultant and/or contractor/subcontractor bids, and a copy of all proposals and bids received for consideration. The documents must be kept on file by the **SPONSOR** pending Final Audit by **DEPARTMENT**. In addition, copies of these documents shall be provided to **DEPARTMENT** as generated as part of the **DEPARTMENT'S** project record.

12. The **SPONSOR** must retain a copy of the contract for the consultant(s) and/or contractor(s)/subcontractor(s) chosen. To ensure compliance with requirements, all bid documents and request for proposal/consultant documents must be kept on file by the **SPONSOR** pending Final Audit by the **DEPARTMENT.** In addition, copies of these documents shall be provided to the **DEPARTMENT** as generated as part of the **DEPARTMENT'S** project record.

13. The **SPONSOR,** if it is a non-Federal entity and has received seven hundred fifty thousand dollars ($750,000) or more in Federal funds in the prior fiscal year, shall furnish to the **DEPARTMENT** a single or program-specific audit conducted for that year in accordance with the provisions of the Office of Management and Budget Circular No. A-133.

14. The **SPONSOR** shall notify the **DEPARTMENT**, at least thirty (30) days in advance, of any ceremonies or "ribbon-cutting" celebrations commemorating the **PROJECT.**

15. The **SPONSOR** shall recognize both the **DEPARTMENT** and the Federal Highway Administration in all press releases, announcements, brochures, websites and/or literature concerning the **PROJECT.**

16. **SPONSOR** shall ensure that:

a. No person, on the grounds of age, race, religion, color, sex, national origin, or disability shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the use of said **PROJECT**.

b. Discrimination against the public shall not be practiced in accommodations operated within the area of use.

c. The property shall be used in compliance with all other requirements imposed by the **DEPARTMENT** pursuant to Title 49, CFR, Part 21, including amendments.

17. The **SPONSOR** shall comply, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s), with the provisions of the West Virginia Prevailing Wage Code regarding labor standards for Federally assisted construction, the Copeland "Anti-Kickback" Act (40 U.S.C. § 276C and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), "Equal Employment Opportunity" Executive Orders 11246 and 11375 and 41 CFR 60, the Drug Free Workplace Act of 1988, the "Buy American" requirements concerning the purchase of steel for Federally funded projects (23 CFR 635.410 (b), Worker Visibility Regulations that require that all persons working within the right-of-way of a Federal Aid Highway wear highly visible safety apparel that meets the Performance Class 2 or 3 requirements of ANSI/ISEA 107-204 publication entitled, "American National Standard for High-Visibility Safety Apparel and Headwear," and if applicable Davis-Bacon Act Wage Codes (40 U.S.C. §§ 276a to 276a-7).

18. The **SPONSOR** shall notify and shall furnish **PROJECT** plans to utilities known to have facilities within the **PROJECT** limits and/or affected by the **PROJECT**; and shall arrange for any necessary relocation or adjustment of affected utilities.

19. The **SPONSOR** shall ensure that all property and/or right-of-way necessary to construct this **PROJECT** shall be acquired in accordance with all applicable Federal and State laws, policies and procedures, which include but are not limited to Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

20. The **SPONSOR** shall comply with, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s) with, all Federal statutes, executive orders, rules, and regulations regarding the "Americans With Disabilities Act," 28 CFR 35 and 29 CFR 1830 and with the "General Prohibitions Against Discrimination," 28 CFR 35 and all other regulations under Title II of "The Americans With Disabilities Act" which are applicable.

21. The **SPONSOR** shall comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) which requires recipients in a special flood hazard area to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

22. It is the policy of the **DEPARTMENT** that Disadvantaged and Women-owned Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

23. The **DEPARTMENT** shall review the **PROJECT'S** applicability to both Federal Highway Administration and State requirements for a Federally funded project and if the **PROJECT** qualifies, will complete the appropriate documents for compliance with the National Environmental Policy Act (NEPA).

24. The **SPONSOR** shall adhere to all existing agreements with State and Federal resource agencies that relate to National Environmental Policy Act (NEPA) compliance. Any special provisions and/or mitigation measures will be strictly followed and monitoring may be required.

25. The **SPONSOR** shall be responsible for any additional documentation, actions, or permits necessary for compliance with the NEPA and the 106 process, which include but are not limited to documentation, actions, or permits involving: historic and archaeological surveys, 4(f) statements, noise assessment and abatement, air quality impact assessment and abatement, water quality impact assessment and abatement, hazardous waste/underground toxic assessment and abatement, navigable stream impact assessment and mitigation, wetland impact assessment and mitigation, endangered species impact assessment and mitigation, wild and scenic river impact assessment and mitigation, and/or any other environmental, cultural, or natural impact statement and mitigation as applicable.

26. The **SPONSOR**, in consultation with the **DEPARTMENT**, shall secure all necessary approvals, permits and licenses from all other governmental agencies as may be required to complete the **PROJECT**. This obligation shall include the responsibility for the preparation or revision of environmental impact statements, environmental assessments, environmental reports or other documents required by law and/or environmental litigation; and the defense of environmental litigation resulting from the planning, design and/or construction of the **PROJECT**. At the **DEPARTMENT'S** request, the **SPONSOR** shall furnish to the **DEPARTMENT**, prior to advertising and letting **PROJECT**, evidence of the approvals, permits, licenses and approved environmental documents.

27. The **SPONSOR** shall comply with and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s) with, all applicable standards, executive orders or regulations, if applicable, issued pursuant to the Clean Air Act (42

U.S.C. §§ 7401 et. seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.), and the Energy Policy and Conservation Act (Pub. L. 94-163).

28. The **SPONSOR** shall administer all contracts/subcontracts and be responsible for insuring that all work shall be performed and purchases made in a manner satisfactory to the **DEPARTMENT** and in accordance with the established practices and procedures of the **DEPARTMENT,** and all Federal and State laws, rules, regulations, executives orders, policies and procedures which include, but are not limited to, those included in the Transportation Alternatives Program Application Package, the Federal Aid Policy Guide 23 CFR 633A and entitled "PART 633 – REQUIRED CONTRACT PROVISIONS", and the Rules and Regulations of the West Virginia Department of Transportation, Division of Highways, Series I Section 8 entitled Procurement Procedures for Negotiated Contracts, as applicable.

29. The **SPONSOR** acknowledges and agrees that the **DEPARTMENT** and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for governmental purpose(s):

a) the copyright of any work developed under this grant, subgrant or contract under this grant or subgrant; and

b) any rights of copyright to which a grantee, subgrantee, consultant, or contractor acquires or purchases ownership with support from this grant.

30. The **DEPARTMENT** shall bear one hundred percent (100%) of all administrative costs incurred by the **DEPARTMENT**, such as reviewing and processing invoices from the **SPONSOR**.

31. The **SPONSOR** acknowledges and agrees that the future sale, lease, transfer of title or modification in use of any property either purchased with, or receiving improvements funded through, this Agreement and occurring within the specified maintenance term requires prior approval by the **DEPARTMENT** and/or the Federal Highway Administration and could require repayment, by the **SPONSOR**, of Federal funds involved.

32. The **SPONSOR** acknowledges and agrees that failure to adhere to and comply with, and ensure compliance by its consultant(s), contractor(s) and subcontractor(s) with any item in the attached Project Agreement may result in the repayment, by the **SPONSOR**, of any and all Federal funds expended on the project. It will be at the sole discretion of the Federal Highway Administration and/or the **DEPARTMENT** to determine if the violation warrants repayment and the amount to be repaid. Prior to any obligation of repayment, the **SPONSOR** shall be provided with a written notice of any alleged violation and allowed a reasonable opportunity to cure said violation.

33. By entering into this Agreement the **SPONSOR** assures and certifies, with respect to this **PROJECT**, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this project. Performance under this Agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of the **SPONSOR**. The applicable provisions to the Agreement include but are not limited to the following:

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Prohibition Against Use of Local Hiring Preferences (FHWA-1273 - Sec 1-6)		**635.117(b)**		**Yes**	**Yes**	**No**
Prohibition Against the Use of Convict Labor (FHWA-1273 - Sec 1-6)	**23 USC 114(b)**	**23CFR 635.117(a)**		**Yes**	**Yes****	**No**
Nondiscrimination (FHWA-1273 - Sec II)	**23USC 140, 23 USC 324, 49 USC 322, 42 USC 12101-12213, 42 USC 3601-3619**	**23 CFR 200, 23 CFR 230D, 23 CFR 635.17 28 CFR 35 29 CFR 1630 41 CFR 60 49 CFR 21, 23 28 CFR 50.3 49 CFR 25**	***The Civil Rights Act of 1964, Title VI *The Age Discrimination and Employment Act of 1967 *The Age Discrimination of 1975 *The American Disabilities Act of 1990**	**Yes**	**Yes**	**Yes**
Non-segregated Facilities (FHWA-1273 - Sec III)		**23 CFR 633A 41 CFR 60.1.8**	**Title VI**	**Yes**	**Yes**	**Yes**
Payment of Predetermined	**23 USC 113,**	**23 CFR 635, 309(f),**	**Davis-Bacon Act Copeland**	**Yes**	******	******

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Minimum Wage (FHWA-1273 - Sec IV)	**40 USC 276 (a) & (c)**	**29 CFR 1, 3, 5**	**Anti-Kickback Act**			
Statements and Payrolls (FHWA-1273 - Sec V)	**40 USC 276 (a) & (c), 18 USC 874**	**23 CFR 635.118 29 CFR 3, 5**	**Davis-Bacon Act Copeland Anti-Kickback Act**	**Yes**	**	**
Record of Material, Supplies and Labor (FHWA 47) (FHWA-1273 - Sec VI)		**23 CFR 635.126**		**Yes	**No**	**No**
Subletting or Assigning the Contract (FHWA-1273 - Sec VII)		**23 CFR 635.116**		**Yes**	**No**	**No**
Safety: Accident Prevention (OSHA compliance) (FHWA-1273 - Sec VIII)	**40 USC 333**	**23 CFR 635.108 29 CFR 1926**	**OSHA**	**Yes**	**Yes**	**Yes**
False Statements Concerning Highway Projects (FHWA-1273 - Sec IX)	**18 USC 1020**	**23 CFR 633A, 23 CFR 635.119**		**Yes**	**Yes**	**Yes**
Implementation of the Clean Air Act and Federal Water	**33 USC 1251 42 USC**	**23 CFR 633A**		**Yes**	**Yes**	**Yes**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Pollution Control Act (FHWA-1273 - Sec X)	**1857**	**40 CFR 15**				
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (FHWA-1273 - Sec X1)		**23 CFR 635.112(g) 49 CFR 29**		**Yes**	**Yes**	**Yes**
Certification Regarding the Use of Contract Funds for Lobbying (FHWA-1273 - Sec X11)	**49 USC 322A**	**23 CFR 635.112(g) 49 CFR 20 49 CFR 29**		**Yes**	**Yes**	**Yes**
Appalachian Contract Employment Preference	**40 USC Appendix 201**	**23 CFR 633B**	**Appalachian Regional Development Act**	**	**	**
Buy America	**STAA Section 165 ISTEA Section 1041(a) & 1048(b)**	**23 CFR 635.410**		**Yes**	**Yes**	****Yes**
Disadvantaged Business Enterprise	**23 USC 140(b)**	**23 CFR 200 & 230B, C, D 49 CFR Part 26 (DBE) 49 CFR Part**		****Yes**	****Yes**	****Yes**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
		21 (Title V1)				
Indian Preference on Federal-aid Projects (Labor & Employment)	23 USC 140 42 USC 2000e-2i	23 CFR 635.117		**	**	**
Non-Collusion Certification	23 USC 112	23 CFR 635.112(f)		Yes	Yes	No
On-the-Job Training	23 USC 140(a) & (b)	23 CFR 230A		Yes	**	**
Standardized Changed Conditions Contract Clauses	23 USC 112(e)	23 CFR 635.109		Yes	Yes	No
Drug - Free Workplace		49 CFR 29		**	**	**
Publicly Owned Equipment		23 CFR 635.106	OMB Circular A-87	Yes	Yes	No
Contractor Purchased Equipment for State Ownership	23 USC 302	23 CFR 140 49 CFR Part 18 49 CFR Section 18.3		Yes	Yes	No
Equipment Rental Rates		48 CFR Part 31	OMB Circular A-87 FAPG NS 23	Yes	Yes	No

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
			CFR 635.120			
Foreign Contractor and Supplier Restriction		49 CFR 30		Yes	Yes	No
Prohibition Against Convict Produced Materials	23 USC 114(b) (2)	23 CFR 635.417		Yes	**	No
Patented / Proprietary Products	23 USC 112	23 CFR 635.411		Yes	Yes	No
State Preference	23 USC 112	23 CFR 635.409		Yes	Yes	No
State Owned / Furnished/ Designated Materials	23 USC 112	23 CFR 635.407		Yes	Yes	No
Public Agencies in Competition with the Private Sector	23 USC 112	23 CFR 635.112(e)		Yes	Yes	No
Salvage Credits		49 CFR 18.36		Yes	Yes	No
Warranty		23 CFR 635.413		Yes	No	No

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Alternate Bids		**23 CFR 635.411(b)**		**Yes**	**No**	**No**
Incentive / Disincentive Clauses		**23 CFR 635.127(d,f)**		**Yes**	**No**	**No**
Standard Specifications and Plans		**23 CFR 630B**		**Yes**	**No**	**No**
Engineer's Estimate		**23 CFR 630B**		**Yes**	**No**	**No**
Method of Construction (low bid for construction contracts)	**23 USC 112(a) & (b)**	**23 CFR 635.104 49 CFR 18.36**		**Yes**	**Yes**	**No**
Owner Force Account / Cost Effective Justification		**23 CFR 635B**		**Yes**	**Yes**	**No**
Bonding and Prequalification		**23 CFR 635.110**		**Yes**	**Yes****	**No**
Advertising for Bids	**23 USC 112**	**23 CFR 635.112(d) (e) (f) (g) (h), 49 CFR 18.36**		**Yes**	******	**No**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Bid Opening and Tabulation		**23 CFR 635.113(a)**		**Yes**	**	**No**
Bid Analysis and Award of Contract	**23 USC 112**	**23 CFR 635.114**		**Yes**	**	**No**
Contract Time		**23 CFR 635.121**		**Yes**	**No**	**No**
Change Orders		**23 CFR 635.120-121**		**Yes**	**No**	**No**
Claims		**23 CFR 635.124**		**Yes**	**No**	**No**
Liquidated Damages		**23 CFR 635.127**		**Yes**	**No**	**No**
Progress Payments		**23CFR 635.122**		**Yes**	**No**	**No**
Project Supervision and Staffing	**23 USC 114 & 302**	**23 CFR 635.105**		**Yes**	**Yes**	**No**
Subcontracting		**23 CFR 635.116**		**Yes**	**No**	**No**
Suspension and Debarment		**49 CFR 29**		**Yes**	**Yes**	**Yes**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Termination of Contracts		**23 CFR 635.125**		**Yes**	**No**	**No**
Audits	**23 USC 112(b) (2) (c)**	**49 CFR 18.26; and 48 CFR 31, Federal Acquisitions Regulations**	**OMB Circular A-133**	**Yes**	**Yes**	**Yes**
Records Retention		**49 CFR 18**		**Yes**	**Yes**	**Yes**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-784: Resolution - Agreement School Based Law Enforcement Officer

ATTACHMENTS:

- School Based Law Enforcement Officer Agreement.pdf

AGREEMENT

School Based Law Enforcement Officer

AGREEMENT is made this the **4th day of August 2023,** by and between the JEFFERSON COUNTY BOARD OF EDUCATION and the CITY OF CHARLES TOWN as follows:

WITNESSETH:

WHEREAS the JEFFERSON COUNTY BOARD OF EDUCATION agrees to purchase from the CITY OF CHARLES TOWN and the CITY OF CHARLES TOWN agrees to provide for the JEFFERSON COUNTY BOARD OF EDUCATION a School Based Law Enforcement Officer at WASHINGTON HIGH SCHOOL consisting of one full time School Based Law Enforcement Officer, his or her vehicle, supplies and equipment and the JEFFERSON COUNTY BOARD OF EDUCATION agrees to reimburse the CITY OF CHARLES TOWN for its expenses in providing the said SCHOOL BASED LAW ENFORCEMENT OFFICER PROGRAM; and

WHEREAS the JEFFERSON COUNTY BOARD OF EDUCATION and the CITY OF CHARLES TOWN desire to set forth in this SCHOOL BASED LAW ENFORCEMENT OFFICER AGREEMENT the specific terms and conditions of the services to be performed and provided by the said School Based Law Enforcement Officer in the public schools of Jefferson County, West Virginia.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Goals and Objectives. It is understood and agreed that the JEFFERSON COUNTY BOARD OF EDUCATION and CITY OF CHARLES TOWN officials share the following goals and objectives with regard to the SCHOOL BASED LAW ENFORCEMENT OFFICER PROGRAM in the schools:

1.1 Perform law enforcement functions within the school setting.

1.2 Identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.

1.3 Foster a better understanding of the law enforcement function, concepts and structure of law.

1.4 Develop a better appreciation of citizen's rights, obligations and responsibilities.

1.5 Provide information about crime prevention.

1.6 Provide assistance and support for crime victims identified with the school setting.

1.7 Promote positive relations between students and law enforcement officers.

1.8 Be familiar with confidentiality requirements.

1.9 Attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events, dances, concerts, etc.

2.0 Employment and Assignment of School Resource Officers. The CITY OF CHARLES TOWN agrees to employ one School Based Law Enforcement during the terms of this agreement. The School Based Law Enforcement Officer shall be an employee of the CITY OF CHARLES TOWN and shall be subject to the administration, supervision and control of the CITY OF CHARLES TOWN, except as such administration, supervision and control is subject to the terms and conditions of this agreement.

2.1 The CITY OF CHARLES TOWN agrees to provide and to pay the School Based Law Enforcement Officer's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the CITY OF CHARLES TOWN, including but not necessarily limited to sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, eye insurance, and medical/hospitalization insurance. The School Based Law Enforcement Officer shall be subject to all other personnel policies and practices of the CITY OF CHARLES TOWN except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.2 The CITY OF CHARLES TOWN, in its sole discretion, shall have the power and authority to hire, discharge and discipline the School Based Law Enforcement Officer. The CITY OF CHARLES TOWN shall hold the JEFFERSON COUNTY BOARD OF EDUCATION free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the School Based Law Enforcement Officer.

2.3 The School Based Law Enforcement Officer shall be assigned by the CITY OF CHARLES TOWN to Washington High School, however; may also provide School Based Law Enforcement services to other schools in the CITY OF CHARLES TOWN to include: Charles Town Middle School, Wright Denny Elementary School and the Alternative Learning School as needed.

2.4 In the event the School Based Law Enforcement Officer is absent from work, the School Based Law Enforcement Officer shall notify both his supervisor in the CITY OF CHARLES TOWN and the principal of the high school to which the School Based Law Enforcement Officer is assigned. The CITY OF CHARLES TOWN agrees to assign another officer when the School Based Law Enforcement Officer is scheduled for extended paid-time off during the school year.

3.0 Duty Hours. The maximum number of hours that a School Based Law Enforcement Officer shall be on duty in a work week shall be 40 hours. As previously noted, the officer is expected to attend select school functions and events as mutually agreed and any overtime or special duty hours resulting from this or other police duties shall be paid by the CITY OF CHARLES TOWN. Specific

School Based Law Enforcement Officer duty hours at Washington High School during the school year are generally 7:00 a.m. to 3:00 p.m. These hours may vary by mutual agreement between the principal of the high school and the Charles Town Chief of Police. The officer will return to city police duty during the summer months when school is not in session but shall attend school functions and events as requested by the superintendent and high school principal.

3.1 It is understood and agreed that time spent by School Based Law Enforcement Officer attending juvenile court and/or criminal cases arising from and/or out of their employment as a School Based Law Enforcement Officer or any specialized, school-related training shall be considered as hours worked under this agreement.

3.2 In the event of an emergency outside the school and the School Based Law Enforcement Officer is ordered by the CITY OF CHARLES TOWN to leave the school duty station during normal hours as described above and to perform other services for the CITY OF CHARLES TOWN, the time spent shall not be considered hours worked under this agreement.

4.0 Basic Qualifications of School Based Law Enforcement Officer. To be a School Based Law Enforcement Officer, an officer must first meet all of the following basic qualifications:

4.1 Shall be a sworn officer and should have two years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting in depth criminal investigations;

4.4 Shall possess even temperament and set a good example for students;

4.5 Shall possess communication skills which would enable the officer to function effectively within the school environment; and

4.6 Shall be physically and mentally fit to perform the duties of a law enforcement officer.

5.0 Duties of School Resource Officers. To protect lives and property for the citizens and public school students at the County schools listed in this agreement;

5.1 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;

5.2 To investigate criminal activity committed on or adjacent to school property;

5.3 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

5.4 To answer questions that students may have about West Virginia Criminal or juvenile laws;

5.5 To assist other law enforcement officers with outside investigations concerning students attending the school to which the School Based Law Enforcement Officer is assigned; and

5.6 To provide security for special school events or functions, such as PTA, meetings, alethic events, dances, concerts, at the request of the principal.

6.0 Chain of Command. As an employee of the CITY OF CHARLES TOWN, the School Based Law Enforcement Officer shall follow the chain of command as set forth in the CHARLES TOWN POLICE DEPARTMENT AND CITY OF CHARLES TOWN'S Policies and Procedure Manual.

6.1 In the performance of his or her duties, the School Based Law Enforcement Officer shall coordinate and communicate with the principal or the principal's designee of the school to which the officer is assigned.

7.0 Training/Briefing. The School Based Law Enforcement Officer shall be required by the CITY OF CHARLES TOWN to attend monthly training, in-service and briefing sessions. These sessions will be held at the direction of the City of Charles Town Chief of Police. Briefing sessions will be conducted to provide for the exchange of information between the department and the officer. The Superintendent of Jefferson County Schools or his/her designee shall have the right to attend the briefing sessions and to participate in the briefing of the officer.

7.1 Training Sessions will be conducted to provide the School Based Law Enforcement Officer with appropriate in-service training as updates in the law, in-service firearms training, and in-service less lethal weapons training. The JEFFERSON COUNTY BOARD OF EDUCATION also may provide training in Board of Education Policies, regulations and procedures. Any such training shall be counted toward the standard 40-hour work week.

8.0 Dress Code. The School Based Law Enforcement Officer shall be provided by the CITY OF CHARLES TOWN and required to wear a departmental issued uniform.

9.0 Supplies and Equipment. The CITY OF CHARLES TOWN agrees to provide the School Based Law Enforcement Officer with the following equipment:

9.1 Motor Vehicle. The CITY OF CHARLES TOWN shall provide a standard patrol vehicle for the School Based Law Enforcement Officer. In addition, the CITY OF CHARLES TOWN agrees to:

a. Maintain the vehicle assigned to School Based Law Enforcement Officer;

b. Pay for gasoline, oil, replacement tires and other expenses associated with the operation of said vehicle; and

c. Purchase and maintain comprehensive general auto liability insurance on said vehicle.

9.2 Weapons and ammunition. The CITY OF CHARLES TOWN agrees to provide the standard issue pistol and rounds of ammunition for each School Based Law Enforcement Officer.

9.3 Office Supplies. The CITY OF CHARLES TOWN agrees to provide the School Based Law Enforcement Officer with the usual and customary office supplies and forms required in the performance of their duties.

10.0 Transporting Students. It is agreed that the School Based Law Enforcement Officer shall not transport students in their assigned vehicle except:

a. When the students are victims of a crime, under arrest, or other emergency circumstances exist; and/or

b. When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

10.1 If circumstances require that the School Based Law Enforcement Officer transport a student, then the school officials must provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.

10.2 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the School Based Law Enforcement Officer may accompany a school official in transporting a student.

10.3 A student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The School Based Law Enforcement Officer shall not transport students in their personal vehicles.

10.4 School Based Law Enforcement Officer shall notify the school principal before removing a student from campus.

11.0 Investigation, Interrogation, Search and Arrest Procedures. The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are the same as those followed for members of the CHARLES TOWN POLICE DEPARTMENT.

11.1 Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the School Based Law Enforcement Officer shall assist school officials and

coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at bus stops and while students are walking to and from school.

12.0 Access to Education Records. School officials shall allow the School Based Law Enforcement Officer to inspect and copy any public records maintained by the school. However; law enforcement may not inspect and/or copy confidential student education records except in emergency situations.

12.1 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the School Based Law Enforcement Officer that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

12.2 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

13.0 Terms of Agreement. The initial term of this agreement is for the school year ending June 2024. A new agreement must be executed for each successive school year.

14.0 Consideration. For and in consideration of the CITY OF CHARLES TOWN providing the School Based Law Enforcement Officer Program as described herein, the JEFFERSON COUNTY BOARD OF EDUCATION agrees to pay the CITY OF CHARLES TOWN a sum of $60,000 per year payable at the start of each new school year. This amount may be pro-rated based upon the date the School Based Law Enforcement Officer is placed with the school.

14.1 To help fund the Program, the CITY OF CHARLES TOWN, THE CHARLES TOWN POLICE DEPARTMENT, AND THE JEFFERSON COUNTY BOARD OF EDUCATION mutually commit to applying for a Prevention Resource Officer grant that shall be split equally between both parties and used to off-set a portion of the costs. The portion of funds received by the JEFFERSON COUNTY BOARD OF EDUCATION will be reduced from the $60,000 annual payment. A reimbursement to the school district may be necessary based on the actual receipt of grant funds.

15.0 Insurance and Indemnification. The CITY OF CHARLES TOWN shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than one million dollars ($1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the agreement.

15.1 The CITY OF CHARLES TOWN agrees to hold the JEFFERSON COUNTY BOARD OF EDUCATION its agents and employees free, harmless, and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the School Based Law Enforcement Officer or School Based Law Enforcement Officer Program.

16.0 Evaluation. It is mutually agreed that the JEFFERSON COUNTY BOARD OF EDUCATION shall evaluate annually the School Based Law Enforcement Officer Program and the performance of the School Based Law Enforcement Officer of forms developed jointly by the parties. It is further understood that the JEFFERSON COUNTY BOARD OF EDUCATION'S evaluation of each officer is advisory only and that the CITY OF CHARLES TOWN retains the final authority to evaluate the performance of the School Based Law Enforcement Officer.

17.0 Notices. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows.

Dr. Chuck Bishop
Superintendent
Jefferson County Schools
110 Mordington Avenue
Charles Town, West Virginia 25414

Chief Christopher A. Kutcher
Charles Town Police Department
114 West Liberty Street
Charles Town, West Virginia 25414

18.0 Good Faith. The JEFFERSON COUNTY BOARD OF EDUCATION, the CITY OF CHARLES TOWN, their agents and employees agree to cooperate in a good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of Schools and the Chief of Police, or their designees.

19.0 Modification. This document constitutes the full understanding of the parties and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereinafter made in writing and signed by both parties to be changed.

20.0 Termination of Agreement. This agreement may be terminated by either party upon 45 days written notification that any other party has failed to substantially perform in accordance with the terms and conditions of this agreement. This agreement may be terminated without cause by either party upon 90 days written notification. Termination of this agreement may only be accomplished as provided herein. In the event this agreement is terminated, compensation will be made to the CITY OF CHARLES TOWN for all services performed to date of termination. The JEFFERSON COUNTY BOARD OF EDUCATION shall be entitled to a pro-rated refund for that period of time when the School Based Law Enforcement Officer services are not provided because of the termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this School Based Law Enforcement Officer Agreement to be executed the day and year first written above.

JEFFERSON COUNTY BOARD OF EDUCATION

By: _____
Superintendent

CITY OF CHARLES TOWN

By: _____
Mayor

CHARLES TOWN POLICE DEPARTMENT

By: _____
Chief of Police

A Resolution to Provide for the Adoption, Approval and Implementation of an Intergovernmental Agreement between the City of Charles Town, West Virginia, and the Jefferson County Board of Education, Each a Political Subdivision of the State of West Virginia, with Regard to a School Based Law Enforcement Officer Agreement.

Be it resolved by the City Council of the City of Charles Town, West Virginia:

That the City of Charles Town enter into an intergovernmental agreement with the Jefferson County Board of Education with regard to a School Based Law Enforcement Officer Agreement, a copy of which is attached hereto as Exhibit A and is made a part of this Resolution as if repeated verbatim herein.

In witness thereof, I, Robert Trainor, Mayor, have hereunto set my hand and caused the official seal of the City of Charles Town, West Virginia to be affixed on this 21st, day of August 2023.

City of Charles Town

Robert Trainor, Mayor

Attest:

John Nissel, City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-785: Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System

ATTACHMENTS:

- Resolution for WV Municipal Police Officer Retirement System.pdf

West Virginia
Consolidated Public Retirement Board (CPRB)
601 57th Street SE, Suite 5
Charleston, WV 25304
304-558-3570 or 800-654-4406
www.wvretirement.com

Municipal Police Officers and Firefighters Retirement System (MPFRS)

Municipal Police Officer Resolution

Resolution to Become a Participating Employer of the
West Virginia Municipal Police Officers and Firefighters Retirement System
For
MUNICIPAL POLICE OFFICERS

The following Resolution was duly made and lawfully passed by the majority vote of the governing city council of

(municipality) City of Charles Town, West Virginia

on the 21st day of August 20 23.

BE IT RESOLVED that (municipality) City of Charles Town, West Virginia does hereby elect to join the Municipal Police Officers and Firefighters Retirement System pursuant to Chapter 8, Article 22A, Sections 28 and 33a of the West Virginia Code, and thereby will include all its municipal police officers who are eligible for membership in the Municipal Police Officers and Firefighters Retirement System. This municipality hereby agrees to pay its employer contributions and withhold applicable tax-deferred employee contributions monthly and remit same to the Municipal Police Officers and Firefighters Retirement System no later than fifteen (15) days following the end of each calendar month. This municipality understands that if contributions are delinquent, the employer will be required to pay the actuarial rate of interest lost, on the total employee and employer contributions per day, with a minimum charge of fifty dollars. This municipality further understands that once it becomes a participating employer of the Municipal Police Officers and Firefighters Retirement System, the municipality may not withdraw from participation in the retirement system without express statutory authority.

This Resolution shall become effective on the first day of the month following receipt of this Resolution with all other required documentation and following acceptance of this Resolution by the Consolidated Public Retirement Board.

It is the duty of the Mayor of each municipality electing to become a participating public employer in the Municipal Police Officers and Firefighters Retirement System to certify this Resolution to the West Virginia Consolidated Public Retirement Board within ten (10) days following the vote of its city council.

I, Robert M. Trainor Mayor of (municipality) City of Charles Town, West Virginia do hereby certify that this Resolution and accompanying documentation are true and correct. Further, I acknowledge that I am aware of the provisions of Chapter 8, Article 22A of the West Virginia Code.

Robert M. Trainor
Signature of Mayor

(304) 724-3254
Phone Number

101 East Washington Street, Charles Town, WV 25414
Municipality Address

All municipalities MUST attach a copy of the minutes from the Board meeting that reflects the majority vote.

Note: Separate resolutions are required for municipal police officers and municipal paid professional firefighters.

WVAF0124 June 2023

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-786: Locust Hill/CTUB Property Transfer

ATTACHMENTS:

- Deed for CTUB property.pdf

AFTER RECORDING, MAIL TO GRANTEE AT:
c/o Clagett Management W VA LLC, 115 N. Queen St, Martinsburg, WV 25401

D E E D

THIS QUITCLAIM DEED, dated this 30th day of August, 2023, by and between The City of Charles Town, a West Virginia municipal corporation, "GRANTOR", and The Locust Hill Unit Owners Association, Inc, a West Virginia corporation, "GRANTEE".

W I T N E S S E T H :

THAT for and in consideration of the sum FIVE AND 00/100 DOLLARS ($5.00) cash in hand paid by the GRANTEE, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the GRANTOR does hereby grant and convey, quitclaim and release any right, title and interest, it may have, if any, unto the GRANTEE, the following described property:

All that certain parcel of real property, with the improvements thereon and the appurtenances thereunto belonging, situate in the Charles Town District, Jefferson County, West Virginia, designated and described as "Tuscawilla Utilities Inc. 0.226 acre", as set forth upon that certain Subdivision Survey Plat "showing Lots 48-64, DP1-DP8 and Residue Parcel B Tuscawilla West" prepared by Appalachian Surveys Inc, dated August, 1990, and recorded in the Office of the Clerk of the County Commission, Jefferson County, West Virginia, in Plat Book 9, at pages 69, et seq.

At the time of this transaction, the real property was part of the property assigned a Jefferson County tax identification as Charles Town District, Tax Map 13A, Parcel 0002 0000 0000.

And being a part of the same real property conveyed to the Grantor from Tuscawilla Utilities Inc, by Deed dated December 27, 2002 and recorded in the aforesaid Clerk's office in Deed Book 968, at page 712, identified therein as "Parcel C".

The property is conveyed subject to and together with the reservations, easements, covenants and restrictions set forth upon the recorded survey plats and utility easements of record and in existence.

By ordinance adopted by the Council of the City of Charles Town, the undersigned was authorized to execute and deliver this deed of conveyance.

DECLARATION OF CONSIDERATION OR VALUE

Under penalties of fine and imprisonment as provided by law, the undersigned GRANTOR hereby declares that the foregoing conveyance is exempt from West Virginia excise tax upon the privilege of transferring real property, as the same constitutes a quitclaim transfer from a political subdivision of the State of West Virginia.

CERTIFICATION FOR WITHHOLDING

Under penalties of fine and imprisonment as provided by law, the undersigned, GRANTOR, hereby declares that there are no proceeds of sale subject to withholding pursuant to West Virginia Code §11-21-71(b) as the same constitutes a quitclaim transfer from a political subdivision of the State of West Virginia.

WITNESS the following signatures and seals:

The City of Charles Town,
a West Virginia municipal corporation

By: Robert M. Trainor, Mayor

Attest:

City Clerk

STATE OF WEST VIRGINIA;

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this 30th day of August, 2023, by Robert M. Trainor, Mayor on behalf of The City of Charles Town, a West Virginia municipal corporation.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Carolyn M Vezzosi
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414
My Commission Expires June 12, 2025

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

My commission expires: 6/12/2025

This document was prepared by Stephen R. Kershner, Attorney at Law, Kay Casto & Chaney PLLC, 400 Foxcroft Avenue, Ste 100, Martinsburg, WV 25401.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/05/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-801: Letter on Railroad Safety Concerns and Responses

ATTACHMENTS:

- Railroad Safety Concerns.pdf

Corporation of Bolivar
P.O. Box 37
Harpers Fery, WV 25425

Corporation of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Corporation of Harpers Ferry
P.O. Box 217
Harpers Ferry, WV 25425

Corporation of Ranson
312 S. Mildrred Street
Ranson, WV 25438

Corporation of Shepherdstown
P.O. Box 248
Shepherdstown, WV 25443

March 30, 2023

The Honorable Shelly Moore Capito
172 Russell Senate Office Building
Washington, D.C. 20510

Dear Senator Capito:

As the senior governing officials representing the towns of Bolivar, Charles Town, Harpers Ferry, Ranson, and Shepherdstown we are requesting your intervention with the Federal Railroad Administration. We, collectively, remain deeply concerned about the safety and security of the rail lines traversing through our five jurisdictions. Our combined concerns have been greatly heightened by the recent rail tragedies in East Palestine, Ohio and in Raymond, Minnesota. In addition, our heightened level of concern also follows the recent derailment in the New River adjacent to the New River Gorge National Park, here in West Virginia. These tragedies followed the 2019 train derailment in Harpers Ferry wherein several CSX freight cars ended up in the Potomac River.

There are two principal rail systems running through the County and during any 24-hour period the number of freight cars traveling through Jefferson County, in all likelihood, easily exceeds one-thousand. The disconcerting fact is that a significant percentage of these freight cars are tankers and a high percentage of these tanker cars, most assuredly, are transporting hazardous and flammable materials.

Jefferson County is one of the highest tourist destinations in the State and during our tourism season it is not uncommon for thousands of tourists to be circulating within a worrisome close proximity to the rail lines.

The five of us shoulder an incredible stewardship responsibility for the safety of our visitors and residents. Our particular concern focuses on dramatic track curves, particularly in Harpers Fery, and all of the crossings throughout the County. We simply want to be reassured that all safeguards have been re-examined and affirmed by the Federal Railroad Administration. Our highest concern has been and remains train speed particularly at crossings and track curves.

We would appreciate if you would kindly direct our concerns to the Federal Railroad Administration. We are confident that your intervention will make a difference. We have sent an identical letter to the Honorable Senator Joe Manchin and hopefully the two of you could jointly represent our concerns regarding rail safety. Thank you in advance.

Sincerely,

Mayor Helen Dettmer
Bolivar

Mayor Robert Trainor
Charles Town

Mayor Gregory Vaughn
Harpers Ferry

Mayor Keith D. Pierson
Ranson

Mayor Arthur J. Auxer, III
Shepherdstown

JOE MANCHIN III

United States Senate

WASHINGTON, DC 20510

August 15, 2023

The Honorable Helen Dettmer
Corporation of Bolivar
P.O. Box 37
Harpers Ferry, WV 25425

The Honorable Gregory Vaughn
Corporation of Harpers Ferry
P.O. Box 217
Harpers Ferry, WV 25425

The Honorable Arthur J. Auxer III
Corporation of Shepherdstown
P.O. Box 248
Shepherdstown, WV 25443

The Honorable Robert Trainor
Corporation of Charles Town
101 E. Washington Street
Charles Town, WV 25414

The Honorable Keith D. Pierson
Corporation of Ranson
312 S. Mildrred Street
Ranson, WV 25438

Dear Mayors Dettmer, Trainor, Vaugh, Pierson, and Auxer:

Thank you for contacting me to express your concerns over the safety of our rail network and those portions of it that travel through your jurisdictions. I appreciate hearing from you and I welcome the opportunity to respond.

As you know, I have long supported efforts to improve the safety of our rail industry, and I continue to champion safety efforts in Congress. First and foremost, we must protect the people of West Virginia and the other communities across the country who live along these rail corridors. I commend each of you for your leadership and I am encouraged by your proactive approach to ensuring safety for those who live in your communities. I share your desire to ensure that all safety rules and regulations are being followed to the highest standard by trains traveling through your jurisdictions.

To ensure that your concerns are heard, I have contacted officials at the Federal Railroad Administration to request comment on this matter. Rest assured that I will continue to work to improve railway safety to keep West Virginians safe from harm.

Thank you again for taking the time to contact me with your concerns. If I may be of further assistance to you, please do not hesitate to contact my office.

Sincerely,

U.S. Senator Joe Manchin III

JM/bv

SHELLEY MOORE CAPITO
WEST VIRGINIA

COMMITTEES:
APPROPRIATIONS
COMMERCE, SCIENCE, AND TRANSPORTATION
ENVIRONMENT AND PUBLIC WORKS
RULES AND ADMINISTRATION

United States Senate
WASHINGTON, DC 20510-4805

June 29, 2023

RECEIVED
JUL 11 2023
BY:

Mayor Robert Trainor
Corporation of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Dear Mayor Trainor,

Thank you for your letter regarding rail safety, especially at the crossings in Jefferson County. I appreciate hearing your concerns about this challenging issue and I thank you for your continued commitment to ensure the safety of West Virginians.

It is critical that we follow all safety measures and stay up-to-date on inspections in order to safeguard public health and the environment. This is a bi-partisan issue that I believe is of the highest priority and I assure you that my team has brought your request to the Federal Railroad Administration.

The recent rail tragedies have highlighted the urgency needed in finding a solution to make our rail system safer, and I am dedicated to working toward this goal. Thank you again for reaching out, and for your efforts to protect your community. A copy of this letter has been sent to the other mayors of Jefferson County.

Sincerely,

Shelley Moore Capito

Shelley Moore Capito
United States Senator

WASHINGTON, DC
172 RUSSELL SENATE OFFICE BUILDING
WASHINGTON, DC 20510
(202) 224-6472

CHARLESTON
500 VIRGINIA STREET, EAST
SUITE 950
CHARLESTON, WV 25301
(304) 347-5372

MARTINSBURG
300 FOXCROFT AVENUE
SUITE 202A
MARTINSBURG, WV 25401
(304) 262-9285

MORGANTOWN
48 DONLEY STREET
SUITE 504
MORGANTOWN, WV 26501
(304) 292-2310

www.capito.senate.gov