CITY OF CHARLES TOWN

CITY COUNCIL
AGENDA • FEBRUARY 3, 2025

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

CALL TO ORDER

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

: **2025-131:** City Council Meeting Minutes - January 21, 2025
CityCouncilMeetingMinutes_21Jan2025_Draft_rmt.pdf

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

6. COMMITTEE REPORTS

: **2025-135:** Board of Parks and Recreation Commission Meeting - January 23, 2025

: **2025-136:** Infrastructure Committee Meeting - January 27, 2025

: **2025-137:** Charles Town Tree Board Meeting - January 16, 2025

7. CITY MANAGER REPORT

: **2025-183:** City Manager Report - February 3, 2025
City Manager Report - February 3, 2025.pdf
FY Budget Timeline 2025.pdf
Gibsontown Fairview Cemetery Association.Inc. Annexation Request Letter_2024-12-04_201730 (003).pdf
Gibsontown Cemetery.pdf
OMB Funding Memo January 27.pdf
OMB 25-14.pdf

8. POLICE CHIEF REPORT

9. UNFINISHED BUSINESS

: **2025-102:** Eminent Domain Property Resolution - Possible Executive Session

: **2025-103:** Opioid Distribution Plan
Opioid_Spending_Restrictions.pdf
Opioid_Settlements_Projected_Payments.pdf

: **2025-104:** Mayor's Select Committee on Community Outreach Report

Mayor's Select Committee on Community Outreach.pdf

: **2025-124:** Charles Washington Hall Rental Agreement
2024CWHallDamage.pdf
2024CWHallComps.pdf
2025CWHallStaffProposalv2.pdf
2025CWHALLRentalRulesv2.pdf
2025CWHALLRentalRequestREWRITEV2.pdf
CWH Downtown Business Waiver.pdf

: **2025-125: Public Hearing** on a Resolution Approving Entry and Form of Shared Lease Agreement between the City of Charles Town and 111 West Congress, LLC, a West Virginia Limited Liability Company

: **2025-126:** Resolution Approving Entry and Form of Shared Lease Agreement between the City of Charles Town and 111 West Congress, LLC, a West Virginia Limited Liability Company
Resolution Approving Entry and Form of Shared Lease Agreement.pdf
APUS Parking Lease Final.pdf

: **2025-127:** Article 147 - Utility Board Discussion Update

10. NEW BUSINESS

: **2025-105:** Appointment of Ballot Commissioners for the FY25 Municipal Election
Ballot Commissioners 2025.pdf

: **2025-107:** First Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia with Regard to Part 5 General Offenses Code, Article 522 Private Outdoor Designated Area (PODA)
PODA Edits from 011625.pdf
PODA - Article 522 .pdf

: **2025-133:** First Reading and Consideration of an Ordinance Vacating, Abandoning, and Annulling that Portion of Iron Bridge Road (AKA Old Bridge Road) and/or First Avenue Not Used for Street Purposes in the City of Charles Town, Jefferson County, West Virginia and Authorizing the City Manager and Mayor to Execute Such Quitclaim Deeds and Other Documents Needed to Implement this Abandonment
Old Bridge Abandonment.pdf

: **2025-134:** First Reading and Consideration of an Ordinance Providing for the Acquisition of Real Property Being a Tract or Parcel of Land Containing 2.869 Acres, More or Less, Situate in the Charles Town Corporate District, Jefferson County, West Virginia and Authorizing the City Manager and Mayor to Execute Any Documents Needed to Implement this Acquisition
Purchase Ordinance.pdf

11. REFERRALS TO COMMITTEES/COMMISSIONS

12. APPROVAL OF BILLS

: **2025-182:** Payment of Bills - February 3, 2025
GEN FUND COUNCIL REPORT 2025-02-03.pdf
PARKS N REC COUNCIL REPORT 2025-02-03.pdf
CAPITAL RESERVE COUNCIL REPORT 2025-02-03.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING Tuesday, February 18, 2025, at 7:00PM

: **2025-109:** Oath of Office
Michael Slover Oath 2025.pdf
Keith Veler Oath - 2025.pdf
Jessica Derr Oath - 2025.pdf
Kevin Long Oath - 2025.pdf
Anita Finklestein Oath 2025.pdf

: **2025-110:** Thank you Note from the G.A.P. and the Charles Town Farmer's Market
Thank you note - GAP CTFM.pdf

: **2025-121:** Ordinance Committee Report - January 16, 2025
Ordinance Meeting Minutes January 16, 2025.pdf

: **2025-122:** Legislative Priorities Letter to West Virginia Delegation
2025 Legislative Session Request Letter - January 30, 2025.pdf

: **2025-138:** B&O Enforcement Process
Enforcement Chart.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: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-131: City Council Meeting Minutes - January 21, 2025

ATTACHMENTS:

- CityCouncilMeetingMinutes_21Jan2025_Draft_rmt.pdf

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • January 21, 2025

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

101 East Washington Street, Charles Town, WV 25414

CALL TO ORDER

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

Ms. Alissa Meeks, Community Development Director; Ms. Stephanie Grove, City Attorney; Ms. Cindy Rezmer, Operations Director; Ms. Lori Nice, Finance Director; Mr. James Newman, City Planner; Ms. Liz Cook, Business Development/Downtown Coordinator; and Chief Chris Kutcher, Charles Town Police Department (CTPD) were also in attendance.

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

2025-89: City Council Meeting Minutes - January 7, 2025

There being no corrections, additions, or changes, Mayor Trainor declared the January 7, 2025, minutes approved.

3. PUBLIC COMMENT

No one signed up for public comment.

4. WARD REPORTS

Ward #1

Ms. Ricketts had nothing to report.

Mr. Kratovil had nothing to report.

Ward #2

Mr. Hynes praised the maintenance department for their snow removal efforts.

Mr. Tester also thanked the maintenance department for their snow removal efforts.

Ward #3

Ms. Philabaum had nothing to report.

Ward #4

Mr. George had nothing to report.

5. MAYOR'S REPORT

Mayor Trainor read into the record a thank you note to the Council from G.A.P and the Charles Town Farmer's Market for unanimously agreeing to keep the Farmer's Market at its current location – 100 block of S. Samuel Street for the 2025 season.

2025-70: Administering of Board and Commission Oath's of Office

Mayor Trainor administered the Oath of Office to the following appointees:

Anita Finkelstein - Board of Zoning Appeals, through December 31, 2027

Kevin Long - Planning Commission, through December 31, 2027

Jessica Derr - Planning Commission, through December 31, 2027

Keith Veler - Building Commission, through December 31, 2029

Michael Slover - Board of Parks and Recreation Commission, through December 31, 2030

6. COMMITTEE REPORTS

2025-75: Finance Committee Meeting - January 8, 2025

Mayor Trainor reviewed the Finance Committee Report with the Council.

2025-76: Personnel Committee Meeting - January 13, 2025

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

2025-79: Ordinance Committee Meeting - January 16, 2025

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

7. CITY MANAGER REPORT

2025-88: City Manager's Report - January 21, 2025

Ms. Meeks reviewed the City Manager Report with the Council.

8. POLICE CHIEF REPORT

Chief Kutcher reported that police officer candidate testing was held on Saturday, January 18, 2025. Two candidates passed the written exam and physical fitness test, and Chief Kutcher anticipates moving forward in the hiring process. He also reported that Officer Lipscomb is adjusting well to his new position as the School Resource Officer (SRO) at Washington High School.

9. UNFINISHED BUSINESS

2025-69: Legislative Priorities Letter to West Virginia Delegation

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

Ms. Grove reviewed the legislative priorities letter with the Council. Mr. Kratovil suggested the letter focus on the following three requests: (1) a regional Division of Highways (DOH) district for the Eastern Panhandle, (2) state employee benefits and pay, and (3) municipal police reform.

Ms. Ricketts moved to approve the letter for the Mayor's signature as amended. Mr. Hynes seconded the motion, and it passed by unanimous vote.

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

2025-77: Infrastructure Retreat Discussion - Agenda Proposal and Date

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

Ms. Philabaum moved to refer the Infrastructure Retreat initiative to the Infrastructure Committee to develop topic workshops and associated schedules for Council. Mr. Hynes seconded the motion, and it passed by unanimous vote.

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

2025-78: Martin Luther King/Route 51 Meeting Agenda Update

Ms. Meeks reviewed the January 29, 2025, town hall proposed agenda for the West Virginia Department of Transportation (WV DOT) proposed MLK/Route 51 feasibility study and potential resulting highway project(s), seeking and receiving Council input. Council agreed to send an additional invitation letter to Governor Patrick Morrisey, as well as to the new WV Secretary of Transportation and Commission of Highways Stephen Rumbaugh.

2025-80: Potential Vacant County Building Discussion

This agenda item was discussed in the City Manager Report, which explained that the Jefferson County Administrator was not yet ready to discuss collaboration on this topic.

2025-67: Charles Washington Hall Rental Agreement

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

Per Council feedback at the January 6, 2025, Council meeting, Ms. Cook reviewed proposed changes to the Charles Washington Hall "Policy and Reservations Procedure Agreement" as well as proposed changes to the Charles Washington Hall Engagement fee waiver policy.

Mr. George moved to approve the policy agreement excluding the proposed waiver policy. Mr. Kratovil seconded the motion.

After a lengthy discussion, Mr. Hynes moved to Table this agenda item with the existing rates in effect until February 3, 2025. Ms. Philabaum seconded the motion, and it passed by a 4-2 vote.

RESULT:	**APPROVED [4-2]**
MOVER:	Jeff Hynes
SECONDER:	Julie Philabaum
AYES:	Ricketts, Hynes, Tester, Philabaum
NAYS:	Kratovil, George
ABSENT:	Rodd, Sugrue

Note: During discussion, Council requested that the Charles Town Now organization, come before the Council at the March 3, 2025 Council meeting to provide an overview of the relationship between Charles Town Now and the City of Charles Town.

10. NEW BUSINESS

2025-7: Charles Street Steering Committee Concept Design Presentation

Mr. Matt Pennington from Downstream Strategies presented the N. Charles Street concept design.

Mr. Kratovil moved for the Council to support moving forward with the engineering phase of Charles Town Now's N. Charles Street initiative. Mr. Hynes seconded the motion, and it passed by unanimous vote.

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

2025-60: BR2024-14: Norborne Glebe Bond Release - Pool and Amenities

Mr. Kratovil moved to approve Arcadia Land, Inc. bond release request in the amount of $65,461.00 for the community pool, recreational amenities, and parking lot. Mr. George seconded the motion, and it passed by unanimous vote.

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

2025-68: Developer Fee Options/Home Rule Board

Ms. Ricketts moved to Table this agenda item until the City Manager is better prepared to present his findings. Mr. Hynes seconded the motion, and it passed by unanimous vote.

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

2025-81: Resolution Approving Entry and Form of Shared Lease Agreement between the City of Charles Town and 111 West Congress, LLC, a West Virginia Limited Liability Company

Mr. Tester moved to enter into Executive Session. Ms. Philabaum 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. Philabaum moved to approve the Resolution Approving Entry and Form of Shared Lease Agreement between the City of Charles Town and 111 West Congress, LLC, a West Virginia Limited Liability Company and move forward with a public hearing at the February 3, 2025, Council meeting. Mr. George seconded the motion, and it passed by unanimous vote.

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

2025-82: Downtown Economic Impact Report

Ms. Cook presented the Downtown Economic Impact Report to Council.

2025-83: Delinquent License and B&O Enforcement Discussion

Ms. Nice updated the Council on the City Finance Department's policy and procedures for pursuing delinquent business licenses as well as B&O tax returns and payments.

2025-86: Disposal of Police Vehicles

Mr. Kratovil moved to approve the disposal and transfer to the Jefferson County Sheriff Reserves, of two used CTPD police vehicles that are no longer required. Mr. Hynes seconded the motion, and it passed by unanimous vote.

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

2025-87: Article 147 - Utility Board

Mr. George reported that Charles Town Codified Code, Article 147 – Utility Board is in need of updating. He informed the Council that he has received revision input from the Jefferson County Commission and the Ranson City Council.

Council agreed to take no action on this agenda item until a "red-line" version of the proposed changes to the article is included in the Council meeting agenda packet. Council also agreed to place this item on the February 18, 2025, Council meeting agenda.

11. REFERRALS TO COMMITTEES/COMMISSIONS

Infrastructure Retreat initiative, per agenda item 2025-77, was referred to the Infrastructure Committee.

12. APPROVAL OF BILLS

2025-98: Payment of Bills - January 21, 2025

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

13. ADJOURNMENT

Mayor Trainor asked if there was any other business to come before the Council. Hearing none, he adjourned the meeting at 9:54PM.

14. INFORMATION ONLY - NEXT MEETING MONDAY, FEBRUARY 3, 2025, at 7:00PM

2025-71: Ordinance Committee Report - December 16, 2025

2025-72: Charles Town Police Department December Statistical Report

2025-73: Charles Town Utility Board Oath of Office - Patrick Kratovil

2025-74: Charles Town Utility Board Minutes - December 10th and 11th 2024, meetings

2025-84: Article 148 - Schedule of Appeal Fees and Other Charges

2025-85: Open Container Waiver Letter for Pat Riley (Paddy's Restaurant)

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-135: Board of Parks and Recreation Commission Meeting - January 23, 2025

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-136: Infrastructure Committee Meeting - January 27, 2025

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-137: Charles Town Tree Board Meeting - January 16, 2025

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-183: City Manager Report - February 3, 2025

ATTACHMENTS:

- City Manager Report - February 3, 2025.pdf
- FY Budget Timeline 2025.pdf
- Gibsontown Fairview Cemetery Association.Inc. Annexation Request Letter_2024-12-04_201730 (003).pdf
- Gibsontown Cemetery.pdf
- OMB Funding Memo January 27.pdf
- OMB 25-14.pdf

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

City Manager Report
February 3, 2025

- I want to congratulate Director Meeks for being accepted into the Leadership West Virginia Class of 2025. Ms. Meeks was chosen for her accomplishments and leadership potential. Out of nearly 100 applicants, only half were chosen to join this year's cohort.
- The candidate announcements for Municipal Office have been posted to the website. I want to thank my Deputy City Clerk, Carolyn Vezzosi for coordinating this effort and we look forward to the upcoming election.
- The public meeting for the Rt 51 intersection was held on the evening of the 29th. I want to thank Director Meeks for all of her hard work coordinating this event. The turnout was terrific, and we received a lot of feedback regarding the DOH alternatives laid out in the draft report. We have placed the power point presentation along with the updated draft on the website and encourage folks to make comments.
- We anticipate closing on the APUS land purchase by February 19th, 2025.
- Please find in your packet next year's budget fiscal year packet. Staff are beginning to work with Lori Nice, our Budget Director, on packaging up the next FY budget.
- We have completed our Ground Penetrating Radar analysis of the tennis courts at the War Memorial Park. The results did not indicate any anomalies under the surface of the courts that were contributing to the reoccurring cracks.
- The city was approached by Miguel T. Greer, President of the Board of Directors for the Fairview Cemetery requesting that the City of Charles Town grant annexation for the Fairview Cemetery in Gibsontown. (see attached) Both myself Jim Wysong, and James Newman have an onsite meeting on February 3rd to walk the grounds to assess what budgetary obligations there would be to manage the cemetery. We will be reporting back to the Council on our recommendations.
- We will be presenting to the Council our recommendation on a process to distribute the "But For" funds at the next Council meeting.
- Update on the temporary pause of agency grant, loan, and other financial assistance programs

Calendar of Events

January

Regional workshops are conducted during January and February by the State Auditor to assist entities with preparation of the Levy Estimate-Budget.

Obtain the following data necessary to prepare the Levy Estimate – Budget for the coming fiscal year:

- Actual revenues and expenditures for last fiscal year
- Budgeted revenues and expenditures for current fiscal year
- Actual revenues and expenditures through December 31st of the current fiscal year
- Projected revenues for coming fiscal year
- Projected expenditures for coming fiscal year (See March 2)
- Projected budget and justifications for the Assessor's Valuation Percentage will be sent from the PVC for your review between 12/15 and 1/15
- Levy Estimate-Budget Document will be available online by January 31st

February

Regional workshops are conducted by the State Auditor during January and February to assist entities with preparation of the Levy Estimate – Budget.

Budget Information
Budget information will be distributed no later than the first week in February.

Special Excess Levies
If you have a special excess levy, the approved Levy Order/Ordinance, sample ballot, and certified canvass of votes must be on file with the State Auditor before the rate for a special excess levy may be approved. *W. Va. Code § 11-8-16 and 17*

Bond Debt Levy
The Municipal Bond Commission shall render to each levying body having outstanding bonds a statement showing the amount to be raised by levy to pay the interest and principal on the outstanding bonds. *W. Va. Code § 13-3-6*

March

March 1
Department heads should file a detailed request for appropriation with the levying body, finance committee, finance director, recorder, or city clerk.

March 3: Certificates of Valuation & Rolled Back Value Forms
The county assessor is required to certify the assessed value of real and personal property and the clerk is to certify the assessed value of public utility properties no later than March 3. *W. Va. Code § 11-3-6, §11-8-6e*

Public Hearings:
Council's Notice of Public Hearing regarding regular levy rates when rate results in a tax increase of more than 1% plus a percentage to be dedicated to the assessor.

- At least seven (7) days prior to the date of each hearing, one (1) notice must be placed outside the section of the newspaper reserved for legal notices and classified advertisements, in a newspaper of general circulation.
- Also publish as a legal advertisement one (1) time each week for two (2) successive weeks in two (2) newspapers of opposite politics, where available (Class II-O legal advertisement). The publication area is in the county.
- Class IV Towns are not required to publish the notice of tax increase in the newspaper; however, the notice must be posted in four (4) prominent areas of the Town, including Town Hall.

March 7 – March 28: Budget Meetings:
W. Va. Code § 11-8-9 requires the governing body to hold a meeting or meetings between March 7 and March 28 to ascertain the fiscal condition of the municipality and make an itemized statement which makes up what is commonly referred to as the Levy Estimate – Budget Document. *W. Va. Code § 11-8-9*

EACH DEPARTMENT HEAD/ELECTED OFFICIAL SHOULD RECEIVE A COPY OF THEIR DETAILED REQUEST FOR APPROPRIATION OUTLINING THE AMOUNT COUNCIL HAS APPROVED FOR THE OPERATION OF THEIR OFFICE IMMEDIATELY AFTER THE COUNCIL ADOPTS THE BUDGET.

March 28 (On or Before): Budget Deadline
The Levy Estimate – Budget should be submitted to the State Auditor's Local Government Services office for review no later than March 28.

April

LAY LEVIE 3RD TUESDAY

Third Tuesday in April: State Auditor's approval and laying of the property tax levy rates

All levy estimates – budgets must be finally approved by the State Auditor's office no later than the 3rd Tuesday in April. Council will reconvene on the 3rd Tuesday in April to hear and consider any objections made orally or in writing by the prosecutor, State Auditor or his representative, or by any taxpayer of the county. Council shall consider the proposed original estimate and the proposed rates of levy and if the objections are well taken, council should correct the estimate and levy. "No such estimate and levy, however, shall be entered until the same shall have first been approved, in writing by the State Auditor." The recorder enters the estimate and levy, the order of the council's

approval, and the written approval of the State Auditor in the proper record book. *W. Va. Code § 11-8-14a*

Within 3 days after the 3rd Tuesday: Recorder to forward order to the State Auditor

Within three days the recorder will prepare, certify and forward the Levy Order & Rate Sheet to the State Auditor. The State Auditor's office reviews each order and certifies the property tax levy rates to the county assessor who immediately extends the taxes in the land and personal property books. The land and personal property books are then turned over to the sheriff not later than **June 7** so that tax statements may be prepared and the collection process may begin. *W. Va. Code § 11-8-15*

June

June 7: Property books; time for completing; extension of levies;
Assessor turns property books over to sheriff so that the tax statements may be printed. *W. Va. Code § 11-3-19*

June 15: Final Budget Revision for current fiscal year:
The State Auditor must be in receipt of the final budget revision for the current fiscal year by June 15. This deadline date should better assure sufficient time to review, approve and return the request to the municipality before fiscal year end.

July

July 15: Coal Severance Fund budget revision
The projected fund balance for July 1 shall be revised to actual by July 15. If the entity finds the fund balance was revised in error for whatever reason, the fund balance may be corrected with another revision after this date. *W. Va. Code § 11-13A-6*

July 15: Notice of time and place for payment
Mailing of tax statements; after July 15 the sheriff may begin tax collection process for the new fiscal year. *W. Va. Code § 11A-1-6*

July 30: General Fund budget revision
The projected fund balance for July 1 should be revised by July 30. If the entity finds that the fund balance was revised in error, for whatever reason, the fund balance may be corrected with another revision after this date.

August

August 10: Payment by sheriff to municipal and county board of education treasuries
The county sheriff makes the first distribution of property taxes for the new fiscal year. The distribution should occur not later than the 10th day of each month. *W. Va. Code § 11A-1-15*

September

Cities: Financial Statement due 90 days after beginning of each fiscal year

EVERY City shall prepare a financial statement within ninety (90) days after the beginning of each fiscal year. The financial statement must be published as a Class I legal advertisement. The publication area is the municipality. *W. Va. Code § 8-13-23*

Towns and Villages: Financial Statement due 120 days after beginning of each fiscal year

EVERY Town or Village shall prepare a financial statement within one hundred twenty (120) days after the beginning of each fiscal year. If the governing body so elects, they may also publish the financial statement as a Class I legal advertisement. *W. Va. Code § 8-13-23*

Gibsontown Fairview Cemetery Association, Inc.

December 4, 2024

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

Dear Members of the City Council,

I am writing on behalf of the Board of Directors for Fairview Cemetery in Gibsontown to formally request that the City of Charles Town grant the annexation of Fairview Cemetery in Gibsontown into the city's boundaries to allow for the expansion of the grounds and to bring the property under one (1) municipal jurisdiction.

The Board of Directors for Fairview Cemetery in Gibsontown has carefully reviewed and unanimously agreed to pursue this annexation as a critical step in preserving and expanding this historic cemetery.

Thank you for your attention and consideration to this important matter.

Sincerely,

Miguel T. Greer, President
On Behalf of the Board of Directors for Fairview Cemetery

Carolyn Vezzosi

From: James Newman
Sent: Thursday, January 30, 2025 9:49 AM
To: John Nissel
Subject: Gibsontown Cemetery



1

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

THE DIRECTOR

January 27, 2025

M-25-13

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Matthew J. Vaeth, Acting Director, Office of Management and Budget

SUBJECT: Temporary Pause of Agency Grant, Loan, and Other Financial Assistance Programs

The American people elected Donald J. Trump to be President of the United States and gave him a mandate to increase the impact of every federal taxpayer dollar. In Fiscal Year 2024, of the nearly $10 trillion that the Federal Government spent, more than $3 trillion was Federal financial assistance, such as grants and loans. Career and political appointees in the Executive Branch have a duty to align Federal spending and action with the will of the American people as expressed through Presidential priorities. Financial assistance should be dedicated to advancing Administration priorities, focusing taxpayer dollars to advance a stronger and safer America, eliminating the financial burden of inflation for citizens, unleashing American energy and manufacturing, ending "wokeness" and the weaponization of government, promoting efficiency in government, and Making America Healthy Again. The use of Federal resources to advance Marxist equity, transgenderism, and green new deal social engineering policies is a waste of taxpayer dollars that does not improve the day-to-day lives of those we serve.

This memorandum requires Federal agencies to identify and review all Federal financial assistance[1] programs and supporting activities consistent with the President's policies and requirements.[2] For example, during the initial days of his Administration, President Donald J. Trump issued a series of executive orders to protect the American people and safeguard valuable taxpayer resources, including *Protecting the American People Against Invasion* (Jan. 20, 2025), *Reevaluating and Realigning United States Foreign Aid* (Jan. 20, 2025), *Putting America First in International Environmental Agreements* (Jan. 20, 2025), *Unleashing American Energy* (Jan. 20, 2025), *Ending Radical and Wasteful Government DEI Programs and Preferencing* (Jan. 20,

[1] 2 CFR 200.1 defines Federal financial assistance to mean "[a]ssistance that recipients or subrecipients receive or administer" in various forms, but this term does not include assistance provided directly to individuals. For the purposes of this memorandum, Federal financial assistance includes: (i) all forms of assistance listed in paragraphs (1) and (2) of the definition of this term at 2 CFR 200.1; and (ii) assistance received or administered by recipients or subrecipients of any type except for assistance received directly by individuals.

[2] Nothing in this memo should be construed to impact Medicare or Social Security benefits.

2025), *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government* (Jan. 20, 2025), and *Enforcing the Hyde Amendment* (Jan. 24, 2025). These executive orders ensure that Federal funds are used to support hardworking American families.

To implement these orders, each agency must complete a comprehensive analysis of all of their Federal financial assistance programs to identify programs, projects, and activities that may be implicated by any of the President's executive orders. In the interim, to the extent permissible under applicable law, Federal agencies **must temporarily pause** all activities related to obligation or disbursement of all Federal financial assistance, and other relevant agency activities that may be implicated by the executive orders, including, but not limited to, financial assistance for foreign aid, nongovernmental organizations, DEI, woke gender ideology, and the green new deal.

This temporary pause will provide the Administration time to review agency programs and determine the best uses of the funding for those programs consistent with the law and the President's priorities. The temporary pause will become effective on January 28, 2025, at 5:00 PM. Even before completing their comprehensive analysis, Federal agencies must immediately identify any legally mandated actions or deadlines for assistance programs arising while the pause remains in effect. Federal agencies must report this information to OMB along with an analysis of the requirement. OMB also directs Federal agencies to pause all activities associated with open NOFOs, such as conducting merit review panels.

No later than February 10, 2025, agencies shall submit to OMB detailed information on any programs, projects or activities subject to this pause. Each agency must pause: (i) issuance of new awards; (ii) disbursement of Federal funds under all open awards; and (iii) other relevant agency actions that may be implicated by the executive orders, to the extent permissible by law, until OMB has reviewed and provided guidance to your agency with respect to the information submitted.

OMB may grant exceptions allowing Federal agencies to issue new awards or take other actions on a case-by-case basis. To the extent required by law, Federal agencies may continue taking certain administrative actions, such as closeout of Federal awards (2 CFR 200.344), or recording obligations expressly required by law.

Additionally, agencies must, for each Federal financial assistance program: (i) assign responsibility and oversight to a senior political appointee to ensure Federal financial assistance conforms to Administration priorities; (ii) review currently pending Federal financial assistance announcements to ensure Administration priorities are addressed, and, subject to program statutory authority, modify unpublished Federal financial assistance announcements, withdraw any announcements already published, and, to the extent permissible by law, cancel awards already awarded that are in conflict with Administration priorities, and; (iii) ensure adequate oversight of Federal financial assistance programs and initiate investigations when warranted to identify underperforming recipients, and address identified issues up to and including cancellation of awards.

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

THE DIRECTOR

January 29, 2025

M-25-14

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Matthew J. Vaeth, Acting Director, Office of Management and Budget

SUBJECT: Rescission of M-25-13

OMB Memorandum M-25-13 is rescinded. If you have questions about implementing the President's Executive Orders, please contact your agency General Counsel.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-102: Eminent Domain Property Resolution - Possible Executive Session

This agenda item needs to be removed from the Table.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-103: Opioid Distribution Plan

The city council directed staff to meet with Jefferson County leadership to determine if there is interest in partnering with the City to develop a spending strategy for the County and City Opioid Settlement distribution.

ATTACHMENTS:

- Opioid_Spending_Restrictions.pdf
- Opioid_Settlements_Projected_Payments.pdf

PATRICK MORRISEY
ATTORNEY GENERAL

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STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL

Consumer Protection
and Antitrust Division
(304) 558-8986
Consumer Hotline
1-800-368-8808
Preneed Funeral Services
(304) 558-8986
Senior Protection Hotline
(304) 558-1155
Facsimile (304) 558-0184

August 20, 2024

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

RE: Spending city and county opioid settlement funds

Dear Mayor:

Local governments have broad discretion to decide which approved uses are best to spend their share of the settlement money, but there are restrictions on the use of funds under the terms of the Memorandum of Understanding ("MOU"). As we previously advised, to simplify the yearly reporting requirements, you should have a separate account to receive and disburse the settlement funds, to track that the funds are utilized in compliance with the MOU.

The Approved Purposes for which opioid settlement funds can be used are defined in the MOU.

> A. 1. "Approved Purpose(s)" shall mean
> - evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction,
> - to develop, promote and provide evidence-based substance use prevention strategies,
> - to provide substance use avoidance and awareness education,
> - to engage in enforcement or curtail the sale, distribution, promotion or use of opioids and other drugs,
> - to decrease the oversupply of licit and illicit opioids and
> - to support recovery from addiction to be performed by qualified providers
>
> as is further set forth in Exhibit A and Paragraph B (3) below.

Under Paragraph B. 3.:

> All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The [Local Government] share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using

> any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to on-half of the LG Share may be used to provide restitution for moneys that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.

A copy of Exhibit A, Approved Purposes list is enclosed with this letter. These Approved Purposes are the only purposes that this money may fund. Your decision on how to spend the funds should be based on an evaluation of your community's specific needs and your plan to best address those needs.

Your spending will be audited per the yearly reporting requirements in the MOU. Under C. 13:

> Each Local Government shall submit an annual financial report to the [West Virginia First] Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year.

The first report will be due by April 30, 2025, for the prior fiscal year.

Also, as a reminder, part of the settlement with Teva included units of naloxone (Narcan). The first shipment of the product was received in September 2023 and all units have been distributed. We are in the process of requesting another shipment that we anticipate receiving in September 2024. A copy of the June 2023 letter explaining how to request product from the University of Charleston School of Pharmacy is enclosed.

We have an opportunity to ensure we help the greatest number of West Virginians possible.

Sincerely yours,

Patrick Morrisey
Attorney General

EXHIBIT A

SCHEDULE A - CORE STRATEGIES

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies **("Core Strategies).**[1]

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed services.

B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women and co-occurring Opioid Use Disorder ("OUD") and other substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

---

As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME

1. Expand comprehensive evidence-based treatment and recovery support for NAS babies;

2. Expand services for better continuation of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansion above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE.

I. LAW ENFORCEMENT

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

J. RESEARCH

Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction. Holistically seek to address the problem from a supply, demand, and educational perspective. Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

SCHEDULE B - APPROVED USES

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Support treatment of Opioid Use Disorder (OUD) and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUB/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support intervention, treatment, and recovery services, offered by qualified professionals and service providers, including but not limited to faith-based organizations or peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SLTD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage and support non-profits, faith-based communities, and community coalitions to support, house, and train people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact with and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have - or are at risk of developing - OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OLTI treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage and support non-profits and the faith-based community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OLTD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women — or women who could become pregnant — who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services — Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain

from the U.S. Centers for Disease Control and Prevention, or other recognized Best Practice guidelines, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

   a. Increase the number of prescribers using PDMPs;

   b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

   c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction — including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage and support non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER OPIOID-RELATED INJURIES

Support efforts to prevent or reduce overdose deaths or other opioid-related injuries through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, and community outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

11. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in Section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing negative outcomes related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, law enforcement, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

M. LAW ENFORCEMENT

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

PATRICK MORRISEY
ATTORNEY GENERAL

PHYSICAL ADDRESS:
1900 Kanawha Blvd., East
State Capitol Complex
Building 6, Suite 401
Charleston, WV 25305

MAILING ADDRESS:
P.O. Box 1789
Charleston, WV 25326-1789

E-Mail: consumer@wvago.gov
http://www.wvago.gov

STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL

Consumer Protection
and Antitrust Division
(304) 558-8986

Consumer Hotline
1-800-368-8808

Preneed Funeral Services
(304) 558-8986

Senior Protection Hotline
(304) 558-1155

Facsimile (304) 558-0184

June 12, 2023

Dear Local Government:

I write to you today to make you aware of an important component of the State's settlement with opioid manufacturer Teva. The settlement with Teva included both a monetary and a product component. The product, naloxone, known widely under the brand name Narcan, is a nasal spray opioid overdose reversal drug that can and does save lives.

Naloxone is an opioid receptor antagonist, meaning it binds to opioid receptors in the brain and reverses or blocks the effects of opioids for a short period of time. Once administered, this medicine can help restore breathing and consciousness in an individual who has overdosed and give first responders time to get the individual into emergency care.

Persons who can dispense naloxone include registered pharmacists and prescribers within the scope of practice. Thanks to a statewide standing order issued by West Virginia's DHHR, organizations like local governments can also distribute naloxone. For local governments, the most common method of distribution is through an agent of the local government, such as local health departments or law enforcement agencies.

The Teva settlement provides that the State can receive up to 25,000 two-dose naloxone kits per year for ten years at no cost. These kits will soon be made available to communities across the state. It is anticipated that the naloxone distribution program will be administered by the West Virginia First Foundation once the Foundation is operational. In the interim, however, West Virginia communities can access this life saving drug now through a partnership my office formed with the University of Charleston School of Pharmacy ("UC").

Upon request, UC will distribute naloxone kits to local governments and other permitted organizations, subject to important training, documentation and distribution requirements. An online portal for placing orders is in development. For the time being, local governments can place orders for naloxone kits by sending an email to naloxone@ucwv.edu. Importantly, agreements for the handling and distribution of naloxone must be completed before a first-time request can be honored. Mandatory education and training is required for all individuals who will distribute or administer naloxone. UC will work with local governments to facilitate the required training.

Specific questions about the process to obtain naloxone kits through the UC partnership should be directed to Lindsay Acree, Pharmacist-in-Charge, University of Charleston School of Pharmacy via phone at 304-357-4379 or via email at lindsayacree@ucwv.edu. Any additional questions should be directed to Ann Haight, Abby Cunningham, or Vaughn Sizemore in our Consumer Protection Division, 304-558-8986.

Having these kits available for use will provide life-saving treatment for an individual suffering from substance abuse addiction and this intervention may allow the individual to seek treatment and recovery. I am glad we can provide this product through the settlement we reached with Teva.

Sincerely,

Patrick Morrisey

PATRICK MORRISEY
ATTORNEY GENERAL

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1900 Kanawha Blvd., East
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August 21, 2024

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

RE: Projected Future Payments from Opioid Settlements
Paid into the WV First Qualified Settlement Funds

Dear Mayor:

Settling opioid defendants committed to make payments totaling millions of dollars into the West Virginia First Qualified Settlement Fund ("QSF") over a number of years. Although not finalized, it is anticipated that the West Virginia Mass Litigation Panel will issue an order in the coming months authorizing annual distributions to local governments in their proportionate shares of the Local Government portion (24.5%) of opioid settlement payments received each year. While it is important to think about approved uses for opioid dollars local governments received in December 2023, local governments should also consider how future opioid payments will be used. To that end, with the assistance of the QSF administrator, we provide you with the attached projected estimated payments for each eligible local government for the years 2024 through 2028. These estimates will assist local governments with planning how to combat the opioid epidemic in their own communities in the years to come.

Below is a chart summarizing settlement payments expected to be received into the QSF each year:

	2024	2025	2026	2027	2028	Total
Distributors	$ 37,000,000.00	$ 37,000,000.00	$ 37,000,000.00	$ 37,000,000.00	$ 37,000,000.00	$ 185,000,000.00
Allergan	$ 8,533,333.33	$ 8,533,333.33	$ 8,533,333.33	$ 8,533,333.33		$ 34,133,333.32
CVS	$ 6,465,317.68	$ 3,000,000.00	$ 3,000,000.00	$ 3,000,000.00	$ 3,000,000.00	$ 18,465,317.68
Teva	$ 2,525,182.00	$ 2,525,182.00	$ 2,525,182.00	$ 2,525,182.00	$ 2,525,182.00	$ 12,625,910.00
Kroger	$ 12,000,000.00	$ 12,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 27,000,000.00
Walgreens	$ 11,066,666.67	$ 11,066,666.67	$ 9,960,000.00	$ 9,960,000.00	$ 9,960,000.00	$ 52,013,333.34
Walmart	$ 4,148,212.50					$ 4,148,212.50
Amneal	$ 350,000.00	$ 175,000.00				$ 525,000.00
Total	$ 82,088,712.18	$ 74,300,182.00	$ 62,018,515.33	$ 62,018,515.33	$ 53,485,182.00	$ 333,911,106.84

The Distributor expected payment figures in the chart above reflect an annual assessment payable to the federal Multi District Litigation 2804 matter, pursuant to orders of the court.

Importantly, this chart does not reflect expected payments from Purdue Pharma, L.P., or Endo Solutions, Inc. We are unable to calculate future payments for those cases at this time due to ongoing bankruptcy proceedings. This chart, and the projections based on this chart, also do not contemplate unknowns, such as the potential amount of interest earned on deposited funds before being disbursed each year, or new settlements with other opioid defendants.

To determine how much will be distributed to each local government each year, the QSF Administrator must first apply deductions ordered by the court to the gross annual payments received, including Attorney's Fees and costs. In its Order adopting the recommendations on Attorney's Fees and Costs, the court held that Attorneys' Fees totaling $128,057,900.00 and costs totaling $13,000,000.00 be deducted from the gross recovery of opioid settlements. The court ordered that all costs be deducted from gross settlement dollars in 2023, 50% of attorneys' fees be paid in 2023, 25% of attorneys' fees in 2024, and the remaining 25% of attorneys' fees in 2025.

Once deductions for attorneys' fees are made, the QSF Administrator must calculate the total Local Government share (24.5%) of the remainder. This calculation is performed by applying the relative allocation share percentages found in Exhibit C to the West Virginia First Memorandum of Understanding ("MOU") to the amount of funds available for disbursement. Projections for the years 2024-2028 for each local government are attached hereto for your reference.

Very truly yours,

Patrick Morrisey
Attorney General

County	Government Name	Allocation Share (%) - Distributor Settlement	Allocation Share (%) - All Other Settlements	2024 Projected Disbursement Total	2025 Projected Disbursement Total	2026 Projected Disbursement Total	2027 Projected Disbursement Total	2028 Projected Disbursement Total	Total 2024-2028
WEBSTER	ADDISON TOWN	0.01914427%	0.01737897%	$2,019.61	$1,612.89	$2,519.26	$2,519.26	$2,437.34	$11,108.37
PRESTON	ALBRIGHT TOWN	0.00011050%	0.00010082%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GREENBRIER/MONROE	ALDERSON TOWN	0.00373212%	0.00340515%	$394.87	$315.29	$492.17	$492.17	$475.85	$2,170.36
MCDOWELL	ANAWALT TOWN	0.00082059%	0.00074870%	$86.82	$69.32	$108.22	$108.22	$104.63	$477.20
HARRISON	ANMOORE TOWN	0.00827993%	0.00755454%	$876.03	$699.50	$1,091.92	$1,091.92	$1,055.69	$4,815.07
FAYETTE	ANSTED TOWN	0.00244417%	0.00223004%	$258.60	$206.49	$322.33	$322.33	$311.63	$1,421.37
MERCER	ATHENS TOWN	0.00033928%	0.00030956%	$35.90	$28.66	$44.74	$44.74	$43.26	$197.30
RITCHIE	AUBURN TOWN	0.00007503%	0.00006845%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PUTNAM	BANCROFT TOWN	0.00015976%	0.00014576%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BARBOUR	BARBOUR COUNTY	0.39001856%	0.35405479%	$41,144.79	$32,858.81	$51,323.83	$51,323.83	$49,654.99	$226,306.24
CABELL	BARBOURSVILLE VILLAGE	0.43720544%	0.39689055%	$46,122.74	$36,834.27	$57,533.30	$57,533.30	$55,662.57	$253,686.19
MARION	BARRACKVILLE TOWN	0.00161302%	0.00147171%	$170.66	$136.27	$212.72	$212.72	$205.66	$938.03
MORGAN	BATH (BERKELEY SPRINGS) TOWN	0.00679497%	0.00619968%	$718.92	$574.05	$896.09	$896.09	$866.36	$3,951.51
GRANT	BAYARD TOWN	0.00001985%	0.00001811%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RALEIGH	BECKLEY CITY	3.72592806%	3.38235871%	$393,064.69	$313,906.98	$490,307.14	$490,307.14	$474,364.44	$2,161,950.39
BROOKE	BEECH BOTTOM VILLAGE	0.00027825%	0.00025387%	$29.44	$23.51	$36.69	$36.69	$35.48	$161.81
BARBOUR	BELINGTON TOWN	0.03550747%	0.03223331%	$3,745.84	$2,991.48	$4,672.54	$4,672.54	$4,520.61	$20,603.03
KANAWHA	BELLE TOWN	0.04107349%	0.03728609%	$4,333.03	$3,460.41	$5,405.00	$5,405.00	$5,229.25	$23,832.68
PLEASANTS	BELMONT CITY	0.00019854%	0.00018114%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MARSHALL	BENWOOD CITY	0.00763689%	0.00696783%	$808.00	$645.18	$1,007.12	$1,007.12	$973.71	$4,441.12
BERKELEY	BERKELEY COUNTY	5.33868040%	4.84639849%	$563,207.29	$449,785.25	$702,542.25	$702,542.25	$679,698.56	$3,097,775.60
BROOKE	BETHANY TOWN	0.00049467%	0.00045133%	$52.34	$41.79	$65.23	$65.23	$63.07	$287.67
OHIO	BETHLEHEM VILLAGE	0.00199334%	0.00181871%	$210.90	$168.40	$262.87	$262.87	$254.15	$1,159.20
RANDOLPH	BEVERLY TOWN	0.00082521%	0.00075291%	$87.31	$69.71	$108.82	$108.82	$105.21	$479.89
MONONGALIA	BLACKSVILLE TOWN	0.00025305%	0.00023088%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MERCER	BLUEFIELD CITY	1.37778463%	1.25073876%	$145,348.63	$116,077.46	$181,307.23	$181,307.23	$175,411.88	$799,452.43
JEFFERSON	BOLIVAR TOWN	0.00584551%	0.00533340%	$618.47	$493.84	$770.88	$770.88	$745.30	$3,399.37
BOONE	BOONE COUNTY	3.17439897%	2.88168634%	$334,881.44	$267,441.02	$417,729.61	$417,729.61	$404,146.82	$1,841,928.50
MCDOWELL	BRADSHAW TOWN	0.00120245%	0.00109711%	$127.22	$101.59	$158.57	$158.57	$153.31	$699.27
MERCER	BRAMWELL TOWN	0.00027759%	0.00025327%	$29.37	$23.45	$36.61	$36.61	$35.39	$161.43
PRESTON	BRANDONVILLE TOWN	0.00006630%	0.00006049%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BRAXTON	BRAXTON COUNTY	0.52441352%	0.47605714%	$55,322.71	$44,181.49	$69,009.30	$69,009.30	$66,765.41	$304,288.22
HARRISON	BRIDGEPORT CITY	0.07606544%	0.06940147%	$8,047.88	$6,426.12	$10,031.16	$10,031.16	$9,698.37	$44,234.68
BROOKE	BROOKE COUNTY	1.09236818%	0.99164046%	$115,246.95	$92,037.83	$143,758.52	$143,758.52	$139,084.10	$633,885.91
PRESTON	BRUCETON MILLS TOWN	0.00016700%	0.00015236%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UPSHUR	BUCKHANNON CITY	0.16665260%	0.15128550%	$17,580.92	$14,040.37	$21,930.36	$21,930.36	$21,217.28	$96,699.31
PUTNAM	BUFFALO TOWN	0.00085871%	0.00078348%	$90.85	$72.54	$113.24	$113.24	$109.49	$499.37
BRAXTON	BURNSVILLE TOWN	0.00286236%	0.00261159%	$302.84	$241.82	$377.47	$377.47	$364.95	$1,664.56
CABELL	CABELL COUNTY	0.00000000%	4.60913760%	$308,029.66	$232,462.36	$282,518.76	$282,518.76	$186,157.06	$1,291,686.60
RITCHIE	CAIRO TOWN	0.00021774%	0.00019866%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CALHOUN	CALHOUN COUNTY	0.17667874%	0.16038712%	$18,638.62	$14,885.07	$23,249.74	$23,249.74	$22,493.75	$102,516.92
WEBSTER	CAMDEN-ON-GAULEY TOWN	0.00026399%	0.00024087%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MARSHALL	CAMERON CITY	0.00210878%	0.00192404%	$223.11	$178.15	$278.10	$278.10	$268.87	$1,226.33
HAMPSHIRE	CAPON BRIDGE TOWN	0.00238474%	0.00217582%	$252.31	$201.47	$314.49	$314.49	$304.06	$1,386.81
MINERAL	CARPENDALE TOWN	0.00024397%	0.00022259%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
KANAWHA	CEDAR GROVE TOWN	0.00076853%	0.00070120%	$81.31	$64.93	$101.35	$101.35	$97.99	$446.93
WAYNE	CEREDO CITY	0.16782452%	0.15234936%	$17,704.55	$14,139.11	$22,084.58	$22,084.58	$21,366.48	$97,379.31
LOGAN	CHAPMANVILLE TOWN	0.15921481%	0.14453354%	$16,796.28	$13,413.74	$20,951.60	$20,951.60	$20,270.34	$92,383.56
JEFFERSON	CHARLES TOWN CITY	0.29244564%	0.26547911%	$30,851.39	$24,638.35	$38,483.88	$38,483.88	$37,232.55	$169,690.06
KANAWHA	CHARLESTON CITY	6.03917724%	5.48230223%	$637,099.62	$508,796.70	$794,715.21	$794,715.21	$768,874.45	$3,504,201.20
KANAWHA	CHESAPEAKE TOWN	0.01799687%	0.01633737%	$1,898.57	$1,516.22	$2,368.27	$2,368.27	$2,291.26	$10,442.59
HANCOCK	CHESTER CITY	0.00765068%	0.00698042%	$809.46	$646.34	$1,008.94	$1,008.94	$975.46	$4,449.14
HARRISON	CLARKSBURG CITY	1.13651865%	1.03171980%	$119,896.40	$95,750.95	$149,558.23	$149,558.23	$144,695.23	$659,459.04

County	Government Name	Allocation Share (%) - Distributor Settlement	Allocation Share (%) - All Other Settlements	2024 Projected Disbursement Total	2025 Projected Disbursement Total	2026 Projected Disbursement Total	2027 Projected Disbursement Total	2028 Projected Disbursement Total	Total 2024-2028
CLAY	CLAY COUNTY	0.33729927%	0.30619676%	$35,588.52	$28,421.49	$44,392.95	$44,392.95	$42,949.48	$195,745.38
CLAY	CLAY TOWN	0.00005027%	0.00004586%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OHIO	CLEARVIEW VILLAGE	0.00012944%	0.00011810%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
KANAWHA	CLENDENIN TOWN	0.02568908%	0.02332028%	$2,710.05	$2,164.29	$3,380.51	$3,380.51	$3,270.59	$14,905.95
WEBSTER	COWEN TOWN	0.00116912%	0.00106670%	$123.70	$98.77	$154.18	$154.18	$149.06	$679.88
BOONE	DANVILLE TOWN	0.00116707%	0.00106483%	$123.48	$98.60	$153.91	$153.91	$148.80	$678.69
TUCKER	DAVIS TOWN	0.00019808%	0.00018073%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MCDOWELL	DAVY TOWN	0.00055113%	0.00050285%	$58.31	$46.56	$72.68	$72.68	$70.27	$320.50
MINGO	DELBARTON TOWN	0.05166090%	0.04689723%	$5,449.94	$4,352.40	$6,798.23	$6,798.23	$6,577.18	$29,975.97
DODDRIDGE	DODDRIDGE COUNTY	0.23122022%	0.20989931%	$24,392.45	$19,480.15	$30,427.03	$30,427.03	$29,437.67	$134,164.33
KANAWHA	DUNBAR CITY	0.29172340%	0.26482346%	$30,775.20	$24,577.50	$38,388.84	$38,388.84	$37,140.60	$169,270.99
POCAHONTAS	DURBIN TOWN	0.00013785%	0.00012577%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
KANAWHA	EAST BANK TOWN	0.00082343%	0.00075129%	$87.12	$69.56	$108.59	$108.59	$104.99	$478.85
PUTNAM	ELEANOR TOWN	0.01439028%	0.01306334%	$1,518.09	$1,212.37	$1,893.66	$1,893.66	$1,832.09	$8,349.88
WIRT	ELIZABETH TOWN	0.00478812%	0.00434660%	$505.12	$403.40	$630.08	$630.08	$609.60	$2,778.28
MINERAL	ELK GARDEN TOWN	0.00069124%	0.00063068%	$73.13	$58.40	$91.16	$91.16	$88.13	$401.98
RANDOLPH	ELKINS CITY	0.03205889%	0.02925026%	$3,391.89	$2,708.38	$4,227.78	$4,227.78	$4,087.52	$18,643.35
RITCHIE	ELLENBORO TOWN	0.00028217%	0.00025745%	$29.85	$23.84	$37.21	$37.21	$35.98	$164.09
MARION	FAIRMONT CITY	0.68522620%	0.62204121%	$72,287.55	$57,729.85	$90,171.17	$90,171.17	$87,239.19	$397,598.94
MARION	FAIRVIEW TOWN	0.00074447%	0.00067925%	$78.77	$62.89	$98.18	$98.18	$94.92	$432.94
GREENBRIER	FALLING SPRING TOWN	0.00002096%	0.00001912%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MARION	FARMINGTON TOWN	0.00021093%	0.00019245%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FAYETTE	FAYETTE COUNTY	1.64113821%	1.48980818%	$173,133.53	$138,266.87	$215,965.99	$215,965.99	$208,943.69	$952,276.08
FAYETTE	FAYETTEVILLE TOWN	0.18275178%	0.16590016%	$19,279.30	$15,396.72	$24,048.91	$24,048.91	$23,266.94	$106,040.77
BRAXTON	FLATWOODS TOWN	0.00066258%	0.00060453%	$70.10	$55.98	$87.38	$87.38	$84.48	$385.31
TAYLOR	FLEMINGTON TOWN	0.00004908%	0.00004478%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BROOKE	FOLLANSBEE CITY	0.01232029%	0.01124093%	$1,303.51	$1,040.84	$1,624.74	$1,624.74	$1,570.84	$7,164.67
WAYNE	FORT GAY TOWN	0.03237179%	0.02938677%	$3,415.04	$2,727.30	$4,259.91	$4,259.91	$4,121.40	$18,783.56
PENDLETON	FRANKLIN TOWN	0.00141598%	0.00129193%	$149.81	$119.62	$186.73	$186.73	$180.54	$823.44
TYLER	FRIENDLY TOWN	0.00004411%	0.00004025%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MCDOWELL	GARY CITY	0.00124005%	0.00113141%	$131.20	$104.76	$163.53	$163.53	$158.11	$721.13
BRAXTON	GASSAWAY TOWN	0.00238530%	0.00217633%	$252.37	$201.51	$314.56	$314.56	$304.13	$1,387.13
FAYETTE	GAULEY BRIDGE TOWN	0.05305697%	0.04816456%	$5,597.22	$4,470.01	$6,981.94	$6,981.94	$6,754.92	$30,786.03
MINGO	GILBERT TOWN	0.07284187%	0.06612509%	$7,684.41	$6,136.88	$9,585.50	$9,585.50	$9,273.82	$42,266.11
GILMER	GILMER COUNTY	0.19187500%	0.17418213%	$20,241.75	$16,165.34	$25,249.46	$25,249.46	$24,428.46	$111,334.47
KANAWHA	GLASGOW TOWN	0.00164686%	0.00150258%	$174.24	$139.13	$217.18	$217.18	$209.98	$957.71
MARSHALL	GLEN DALE CITY	0.00498006%	0.00454377%	$526.90	$420.72	$656.75	$656.75	$634.96	$2,896.08
GILMER	GLENVILLE TOWN	0.01685545%	0.01530120%	$1,778.16	$1,420.06	$2,218.06	$2,218.06	$2,145.94	$9,780.28
TAYLOR	GRAFTON CITY	0.46397156%	0.42118855%	$26,748.35	$21,361.61	$33,365.77	$33,365.77	$32,280.86	$147,122.36
GRANT	GRANT COUNTY	0.33939405%	0.30809839%	$35,806.29	$28,595.40	$44,664.60	$44,664.60	$43,212.29	$196,943.18
MARION	GRANT TOWN TOWN	0.01089119%	0.00988691%	$1,148.96	$917.58	$1,433.21	$1,433.21	$1,386.61	$6,319.55
CALHOUN	GRANTSVILLE TOWN	0.00118687%	0.00108289%	$125.57	$100.27	$156.52	$156.52	$151.33	$690.20
MONONGALIA	GRANVILLE TOWN	0.16493804%	0.14972903%	$17,400.05	$13,895.92	$21,704.74	$21,704.74	$20,998.99	$95,704.44
GREENBRIER	GREENBRIER COUNTY	1.43857566%	1.30592401%	$151,763.95	$121,200.82	$189,309.67	$189,309.67	$183,154.12	$834,738.24
TUCKER	HAMBLETON TOWN	0.00006804%	0.00006208%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LINCOLN	HAMLIN TOWN	0.07029615%	0.06381411%	$7,415.85	$5,922.40	$9,250.50	$9,250.50	$8,949.71	$40,788.97
HAMPSHIRE	HAMPSHIRE COUNTY	0.08686424%	0.07925421%	$9,190.41	$7,338.42	$11,455.25	$11,455.25	$11,075.22	$50,514.55
HANCOCK	HANCOCK COUNTY	1.61062722%	1.46211062%	$169,912.22	$135,694.28	$211,947.74	$211,947.74	$205,056.10	$934,558.07
KANAWHA	HANDLEY TOWN	0.00067247%	0.00061355%	$71.15	$56.81	$88.68	$88.68	$85.74	$391.06
HARDY	HARDY COUNTY	0.28147499%	0.25552007%	$29,694.05	$23,714.08	$37,040.22	$37,040.22	$35,835.83	$163,324.40
RANDOLPH	HARMAN TOWN	0.00017258%	0.00015746%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JEFFERSON	HARPERS FERRY TOWN	0.00946194%	0.00863299%	$1,001.09	$799.36	$1,247.80	$1,247.80	$1,206.40	$5,502.44
HARRISON	HARRISON COUNTY	1.32509064%	1.20290349%	$139,795.15	$111,642.37	$174,379.84	$174,379.84	$168,709.74	$768,906.92

County	Government Name	Allocation Share (%) - Distributor Settlement	Allocation Share (%) - All Other Settlements	2024 Projected Disbursement Total	2025 Projected Disbursement Total	2026 Projected Disbursement Total	2027 Projected Disbursement Total	2028 Projected Disbursement Total	Total 2024-2028
RITCHIE	HARRISVILLE TOWN	0.00452443%	0.00410723%	$477.30	$381.18	$595.38	$595.38	$576.02	$2,625.28
MASON	HARTFORD CITY TOWN	0.00013847%	0.00012634%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BERKELEY	HEDGESVILLE TOWN	0.00005857%	0.00005343%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MASON	HENDERSON TOWN	0.00000000%	0.00000000%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TUCKER	HENDRICKS TOWN	0.00008014%	0.00007312%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POCAHONTAS	HILLSBORO TOWN	0.00011864%	0.00010824%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUMMERS	HINTON CITY	0.41056843%	0.37270974%	$43,312.69	$34,590.12	$54,028.05	$54,028.05	$52,271.29	$238,230.19
WETZEL	HUNDRED TOWN	0.00008137%	0.00007424%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CABELL/WAYNE	HUNTINGTON CITY	0.00000000%	4.60913760%	$308,029.66	$232,462.36	$282,518.76	$282,518.76	$186,157.06	$1,291,686.60
PUTNAM	HURRICANE CITY	0.21403788%	0.19430136%	$22,579.81	$18,032.55	$28,165.95	$28,165.95	$27,250.11	$124,194.37
RANDOLPH	HUTTONSVILLE TOWN	0.00003664%	0.00003343%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MCDOWELL	IAEGER TOWN	0.00057082%	0.00052081%	$60.39	$48.22	$75.28	$75.28	$72.78	$331.95
JACKSON	JACKSON COUNTY	0.83187176%	0.75516452%	$87,757.84	$70,084.65	$109,468.74	$109,468.74	$105,909.28	$482,689.26
LEWIS	JANE LEW TOWN	0.00097354%	0.00088825%	$103.00	$82.25	$128.39	$128.39	$124.13	$566.15
JEFFERSON	JEFFERSON COUNTY	1.74956348%	1.58823551%	$184,569.22	$147,399.57	$230,230.82	$230,230.82	$222,744.69	$1,015,175.11
BARBOUR	JUNIOR TOWN	0.00356953%	0.00324039%	$376.57	$300.73	$469.73	$469.73	$454.45	$2,071.20
KANAWHA	KANAWHA COUNTY	4.28420266%	3.88915458%	$451,959.56	$360,941.25	$563,772.33	$563,772.33	$545,440.85	$2,485,886.32
WAYNE	KENOVA CITY	0.20639102%	0.18735962%	$21,773.11	$17,388.31	$27,159.67	$27,159.67	$26,276.56	$119,757.32
MINGO	KERMIT TOWN	0.02944671%	0.02673142%	$3,106.46	$2,480.87	$3,874.99	$3,874.99	$3,748.99	$17,086.30
MINERAL	KEYSER CITY	0.00784762%	0.00716010%	$830.29	$662.98	$1,034.91	$1,034.91	$1,000.57	$4,563.66
MCDOWELL	KEYSTONE CITY	0.00179119%	0.00163426%	$189.51	$151.32	$236.21	$236.21	$228.38	$1,041.64
MCDOWELL	KIMBALL TOWN	0.00204707%	0.00186773%	$216.58	$172.94	$269.96	$269.96	$261.00	$1,190.44
PRESTON	KINGWOOD CITY	0.00461892%	0.00421426%	$488.69	$390.21	$609.12	$609.12	$588.91	$2,686.06
MASON	LEON TOWN	0.00001539%	0.00001404%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RALEIGH	LESTER TOWN	0.03097989%	0.02812323%	$3,268.21	$2,610.04	$4,076.75	$4,076.75	$3,944.19	$17,975.92
LEWIS	LEWIS COUNTY	0.40530030%	0.36792739%	$42,756.93	$34,146.28	$53,334.80	$53,334.80	$51,600.58	$235,173.39
GREENBRIER	LEWISBURG CITY	0.39167383%	0.35555743%	$41,319.41	$32,998.26	$51,541.65	$51,541.65	$49,865.73	$227,266.71
LINCOLN	LINCOLN COUNTY	1.38180674%	1.25438978%	$145,772.93	$116,416.31	$181,836.50	$181,836.50	$175,923.95	$801,786.18
LOGAN	LOGAN CITY	0.44287791%	0.40203995%	$46,721.16	$37,312.17	$58,279.76	$58,279.76	$56,384.75	$256,977.60
LOGAN	LOGAN COUNTY	3.73147354%	3.38739284%	$393,649.71	$314,374.18	$491,036.89	$491,036.89	$475,070.46	$2,165,168.12
HARRISON	LOST CREEK TOWN	0.00005153%	0.00004702%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HARRISON	LUMBERPORT TOWN	0.00269699%	0.00246071%	$285.35	$227.85	$355.67	$355.67	$343.87	$1,568.39
RALEIGH	MABSCOTT TOWN	0.05123598%	0.04651149%	$5,405.11	$4,316.60	$6,742.31	$6,742.31	$6,523.08	$29,729.41
BOONE	MADISON CITY	0.05783955%	0.05250614%	$6,101.75	$4,872.94	$7,611.30	$7,611.30	$7,363.81	$33,561.10
LOGAN	MAN TOWN	0.00250296%	0.00228368%	$264.82	$211.45	$330.08	$330.08	$319.13	$1,455.56
MARION	MANNINGTON CITY	0.00301511%	0.00275096%	$319.00	$254.72	$397.62	$397.62	$384.43	$1,753.39
MARION	MARION COUNTY	1.05395190%	0.95676656%	$111,208.38	$88,812.57	$138,720.82	$138,720.82	$134,210.19	$611,672.78
POCAHONTAS	MARLINTON TOWN	0.00088490%	0.00080738%	$93.62	$74.76	$116.70	$116.70	$112.83	$514.60
KANAWHA	MARMET CITY	0.00607965%	0.00554703%	$643.24	$513.62	$801.76	$801.76	$775.16	$3,535.53
MARSHALL	MARSHALL COUNTY	0.86484013%	0.78509287%	$91,235.82	$72,862.21	$113,807.16	$113,807.16	$110,106.63	$501,818.99
BERKELEY	MARTINSBURG CITY	1.77956013%	1.61546616%	$187,733.70	$149,926.77	$234,178.18	$234,178.18	$226,563.70	$1,032,580.52
MASON	MASON COUNTY	1.34980841%	1.22534315%	$142,413.64	$113,733.52	$177,646.09	$177,646.09	$171,869.76	$783,309.10
MASON	MASON TOWN	0.00280027%	0.00255494%	$296.27	$236.57	$369.29	$369.29	$357.04	$1,628.45
PRESTON	MASONTOWN TOWN	0.00079560%	0.00072590%	$84.18	$67.21	$104.92	$104.92	$101.44	$462.67
MINGO	MATEWAN TOWN	0.07180865%	0.06518714%	$7,575.41	$6,049.83	$9,449.54	$9,449.54	$9,142.28	$41,666.60
MERCER	MATOAKA TOWN	0.00000000%	0.00000000%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MCDOWELL	MCDOWELL COUNTY	3.20359798%	2.90819290%	$337,961.77	$269,901.02	$421,572.00	$421,572.00	$407,864.28	$1,858,871.07
MARSHALL	MCMECHEN CITY	0.00788708%	0.00719611%	$834.47	$666.31	$1,040.11	$1,040.11	$1,005.61	$4,586.61
FAYETTE	MEADOW BRIDGE TOWN	0.00049312%	0.00044992%	$52.17	$41.66	$65.03	$65.03	$62.87	$286.77
MERCER	MERCER COUNTY	2.93521297%	2.66455624%	$309,656.90	$247,296.34	$386,264.61	$386,264.61	$373,704.91	$1,703,187.36
TYLER	MIDDLEBOURNE TOWN	0.00026913%	0.00024556%	$28.47	$22.74	$35.49	$35.49	$34.31	$156.51
RANDOLPH	MILL CREEK TOWN	0.00003664%	0.00003343%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CABELL	MILTON TOWN	0.14847231%	0.13478161%	$15,663.00	$12,508.69	$19,537.96	$19,537.96	$18,902.67	$86,150.28

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MINERAL	MINERAL COUNTY	0.85257030%	0.77395444%	$89,967.24	$71,849.10	$112,224.71	$112,224.71	$108,575.61	$494,841.36
MINGO	MINGO COUNTY	2.94518785%	2.67361087%	$310,700.94	$248,130.13	$387,566.96	$387,566.96	$374,964.93	$1,708,929.94
LOGAN	MITCHELL HEIGHTS TOWN	0.00104601%	0.00095437%	$110.67	$88.37	$137.94	$137.94	$133.37	$608.29
MARION	MONONGAH TOWN	0.00282899%	0.00258115%	$299.31	$239.00	$373.07	$373.07	$360.70	$1,645.16
MONONGALIA	MONONGALIA COUNTY	1.49868948%	1.36049471%	$158,130.18	$126,284.98	$197,250.85	$197,250.85	$190,837.07	$869,753.93
MONROE	MONROE COUNTY	0.57655700%	0.52339245%	$60,823.56	$48,574.55	$75,871.03	$75,871.03	$73,404.03	$334,544.20
FAYETTE/KANAWHA	MONTGOMERY CITY	0.10043014%	0.09116944%	$10,594.82	$8,461.17	$13,215.93	$13,215.93	$12,786.21	$58,274.07
RANDOLPH	MONTROSE TOWN	0.00010992%	0.00010029%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HARDY	MOOREFIELD TOWN	0.00919429%	0.00838879%	$972.77	$776.75	$1,212.50	$1,212.50	$1,172.28	$5,346.80
MORGAN	MORGAN COUNTY	0.70951843%	0.64409345%	$74,850.25	$59,776.46	$93,367.87	$93,367.87	$90,331.94	$411,694.38
MONONGALIA	MORGANTOWN CITY	0.13295692%	0.12130878%	$14,067.11	$11,232.39	$17,533.74	$17,533.74	$16,952.05	$77,319.03
MARSHALL	MOUNDSVILLE CITY	0.31751124%	0.28823339%	$33,495.67	$26,750.11	$41,782.35	$41,782.35	$40,423.76	$184,234.24
FAYETTE	MOUNT HOPE CITY	0.09182937%	0.08336175%	$9,687.49	$7,736.56	$12,084.13	$12,084.13	$11,691.20	$53,283.51
WYOMING	MULLENS CITY	0.36746290%	0.33357899%	$38,765.29	$30,958.51	$48,355.65	$48,355.65	$46,783.33	$213,218.44
HANCOCK	NEW CUMBERLAND CITY	0.00335835%	0.00306413%	$355.32	$283.72	$442.88	$442.88	$428.19	$1,953.00
MASON	NEW HAVEN TOWN	0.00572363%	0.00522219%	$605.57	$483.54	$754.81	$754.81	$729.76	$3,328.49
WETZEL	NEW MARTINSVILLE CITY	0.00192680%	0.00175799%	$203.86	$162.78	$254.10	$254.10	$245.67	$1,120.50
PRESTON	NEWBURG TOWN	0.00117130%	0.00106869%	$123.93	$98.95	$154.47	$154.47	$149.34	$681.15
NICHOLAS	NICHOLAS COUNTY	1.13131310%	1.02699425%	$119,347.24	$95,312.38	$148,873.21	$148,873.21	$144,032.49	$656,438.54
KANAWHA/PUTNAM	NITRO CITY	0.27095740%	0.24597231%	$28,584.50	$22,827.98	$35,656.18	$35,656.18	$34,496.79	$157,221.62
WOOD	NORTH HILLS TOWN	0.00162172%	0.00147965%	$171.58	$137.01	$213.87	$213.87	$206.77	$943.09
MCDOWELL	NORTHFORK TOWN	0.00055113%	0.00050285%	$58.31	$46.56	$72.68	$72.68	$70.27	$320.50
HARRISON	NUTTER FORT TOWN	0.10246108%	0.09301310%	$10,809.07	$8,632.28	$13,483.19	$13,483.19	$13,044.77	$59,452.51
FAYETTE	OAK HILL CITY	0.39928770%	0.36246922%	$42,122.63	$33,639.73	$52,543.58	$52,543.58	$50,835.09	$231,684.61
MERCER	OAKVALE TOWN	0.00007767%	0.00007086%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WYOMING	OCEANA TOWN	0.32686067%	0.29672072%	$34,481.98	$27,537.80	$43,012.67	$43,012.67	$41,614.08	$189,659.21
OHIO	OHIO COUNTY	0.55953755%	0.50794236%	$59,054.94	$47,162.10	$73,664.84	$73,664.84	$71,269.55	$324,816.29
WETZEL/TYLER	PADEN CITY CITY	0.00734737%	0.00666987%	$775.11	$619.01	$966.87	$966.87	$935.43	$4,263.28
WOOD	PARKERSBURG CITY	1.54274655%	1.40048926%	$162,751.18	$129,975.38	$203,015.10	$203,015.10	$196,413.91	$895,170.67
TUCKER	PARSONS CITY	0.00051518%	0.00047004%	$54.51	$43.52	$67.94	$67.94	$65.69	$299.59
MORGAN	PAW PAW TOWN	0.00186925%	0.00170549%	$197.77	$157.92	$246.51	$246.51	$238.33	$1,087.03
FAYETTE	PAX TOWN	0.00834948%	0.00757957%	$880.82	$703.44	$1,098.74	$1,098.74	$1,063.01	$4,844.74
PENDLETON	PENDLETON COUNTY	0.17885017%	0.16235832%	$18,867.70	$15,068.01	$23,535.48	$23,535.48	$22,770.21	$103,776.88
RITCHIE	PENNSBORO CITY	0.00038198%	0.00034852%	$40.41	$32.27	$50.37	$50.37	$48.70	$222.14
GRANT	PETERSBURG CITY	0.00115174%	0.00105084%	$121.86	$97.30	$151.89	$151.89	$146.85	$669.78
MONROE	PETERSTOWN TOWN	0.00140732%	0.00128403%	$148.90	$118.89	$185.59	$185.59	$179.43	$818.40
BARBOUR	PHILIPPI CITY	0.09186853%	0.08339730%	$9,691.62	$7,739.86	$12,089.28	$12,089.28	$11,696.19	$53,306.24
MINERAL	PIEDMONT TOWN	0.00066413%	0.00060595%	$70.27	$56.11	$87.58	$87.58	$84.68	$386.22
WETZEL	PINE GROVE TOWN	0.00019046%	0.00017377%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WYOMING	PINEVILLE TOWN	0.12837703%	0.11653933%	$13,543.06	$10,815.68	$16,893.56	$16,893.56	$16,344.25	$74,490.11
MARION	PLEASANT VALLEY CITY	0.00107948%	0.00098491%	$114.21	$91.20	$142.36	$142.36	$137.63	$627.76
PLEASANTS	PLEASANTS COUNTY	0.14058753%	0.12762390%	$14,852.21	$11,861.18	$18,526.56	$18,526.56	$17,924.14	$81,690.64
PUTNAM	POCA TOWN	0.00026422%	0.00024107%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POCAHONTAS	POCAHONTAS COUNTY	0.37588515%	0.34122462%	$39,680.93	$31,689.74	$49,497.79	$49,497.79	$47,888.31	$218,254.56
MASON	POINT PLEASANT CITY	0.14058618%	0.12762267%	$14,831.06	$11,844.29	$18,500.20	$18,500.20	$17,898.65	$81,574.40
KANAWHA	PRATT TOWN	0.00137238%	0.00125215%	$145.20	$115.94	$180.98	$180.98	$174.98	$798.09
PRESTON	PRESTON COUNTY	0.88112005%	0.79987161%	$92,989.64	$74,262.83	$115,994.83	$115,994.83	$112,223.14	$511,465.26
MERCER	PRINCETON CITY	0.84917786%	0.77087496%	$89,583.55	$71,542.68	$111,746.12	$111,746.12	$108,112.61	$492,731.08
RITCHIE	PULLMAN TOWN	0.00011580%	0.00010566%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PUTNAM	PUTNAM COUNTY	1.77405546%	1.61046908%	$187,197.84	$149,498.82	$233,509.71	$233,509.71	$225,916.93	$1,029,633.01
GREENBRIER	QUINWOOD TOWN	0.01817615%	0.01650012%	$1,917.48	$1,531.33	$2,391.86	$2,391.86	$2,314.09	$10,546.62
GREENBRIER	RAINELLE TOWN	0.02659924%	0.02414651%	$2,806.07	$2,240.97	$3,500.28	$3,500.28	$3,386.47	$15,434.07
RALEIGH	RALEIGH COUNTY	5.53566969%	5.02522971%	$583,982.80	$466,376.84	$728,457.39	$728,457.39	$704,770.93	$3,212,045.35

County	Government Name	Allocation Share (%) - Distributor Settlement	Allocation Share (%) - All Other Settlements	2024 Projected Disbursement Total	2025 Projected Disbursement Total	2026 Projected Disbursement Total	2027 Projected Disbursement Total	2028 Projected Disbursement Total	Total 2024-2028
RANDOLPH	RANDOLPH COUNTY	0.72941624%	0.66215647%	$76,987.00	$61,482.89	$96,033.20	$96,033.20	$92,910.58	$423,446.87
JEFFERSON	RANSON CORPORATION	0.02342882%	0.02137626%	$2,478.82	$1,979.30	$3,089.68	$3,089.68	$2,987.18	$13,624.67
JACKSON	RAVENSWOOD CITY	0.09588488%	0.08704330%	$10,115.32	$8,078.24	$12,617.81	$12,617.81	$12,207.53	$55,636.70
PRESTON	REEDSVILLE TOWN	0.00066300%	0.00060492%	$70.15	$56.01	$87.43	$87.43	$84.53	$385.56
ROANE	REEDY TOWN	0.00004285%	0.00003910%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RALEIGH	RHODELL TOWN	0.00000000%	0.00000000%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NICHOLAS	RICHWOOD CITY	0.07669919%	0.06962673%	$8,091.34	$6,461.86	$10,093.10	$10,093.10	$9,764.91	$44,504.31
MINERAL	RIDGELEY TOWN	0.00267009%	0.00243617%	$282.50	$225.57	$352.12	$352.12	$340.44	$1,552.75
JACKSON	RIPLEY CITY	0.09212878%	0.08363355%	$9,719.07	$7,761.79	$12,123.53	$12,123.53	$11,729.32	$53,457.25
RITCHIE	RITCHIE COUNTY	0.20182180%	0.18321173%	$21,334.30	$17,037.87	$26,612.28	$26,612.28	$25,746.92	$117,343.65
MARION	RIVESVILLE TOWN	0.00101744%	0.00092831%	$107.65	$85.96	$134.18	$134.18	$129.72	$591.68
ROANE	ROANE COUNTY	0.56534922%	0.51321814%	$59,645.73	$47,633.92	$74,401.82	$74,401.82	$71,982.58	$328,065.87
HAMPSHIRE	ROMNEY CITY	0.06136816%	0.05570938%	$6,474.00	$5,170.23	$8,075.64	$8,075.64	$7,813.05	$35,608.56
GREENBRIER	RONCEVERTE CITY	0.09597893%	0.08712867%	$10,125.24	$8,086.16	$12,630.18	$12,630.18	$12,219.50	$55,691.28
PRESTON	ROWLESBURG TOWN	0.00243101%	0.00221803%	$257.21	$205.38	$320.59	$320.59	$309.95	$1,413.71
GREENBRIER	RUPERT TOWN	0.00731479%	0.00664029%	$771.67	$616.27	$962.58	$962.58	$931.28	$4,244.37
HARRISON	SALEM CITY	0.00417432%	0.00380862%	$441.65	$352.65	$550.49	$550.49	$532.23	$2,427.51
GILMER	SAND FORK TOWN	0.00027093%	0.00024720%	$28.67	$22.89	$35.73	$35.73	$34.54	$157.56
JEFFERSON	SHEPHERDSTOWN TOWN	0.00882283%	0.00804988%	$933.47	$745.37	$1,163.51	$1,163.51	$1,124.91	$5,130.78
HARRISON	SHINNSTON CITY	0.10663946%	0.09680619%	$11,249.87	$8,984.30	$14,033.04	$14,033.04	$13,576.74	$61,876.99
TYLER	SISTERSVILLE CITY	0.20851901%	0.18929139%	$21,997.60	$17,567.59	$27,439.70	$27,439.70	$26,547.48	$120,992.07
FAYETTE/KANAWHA	SMITHERS CITY	0.03828342%	0.03475329%	$4,038.69	$3,225.35	$5,037.84	$5,037.84	$4,874.03	$22,213.76
WETZEL	SMITHFIELD TOWN	0.00007098%	0.00006476%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RALEIGH	SOPHIA TOWN	0.04090935%	0.03713708%	$4,315.71	$3,446.59	$5,383.40	$5,383.40	$5,208.35	$23,737.44
KANAWHA	SOUTH CHARLESTON CITY	0.97502378%	0.88511643%	$102,859.59	$82,145.11	$128,306.59	$128,306.59	$124,134.60	$565,752.48
ROANE	SPENCER CITY	0.06457897%	0.05862412%	$6,812.72	$5,440.74	$8,498.16	$8,498.16	$8,221.84	$37,471.61
KANAWHA	ST. ALBANS CITY	0.48431890%	0.43965965%	$51,092.95	$40,803.55	$63,733.12	$63,733.12	$61,660.79	$281,023.52
PLEASANTS	ST. MARYS CITY	0.06228894%	0.05654525%	$6,571.14	$5,247.80	$8,196.81	$8,196.81	$7,930.28	$36,142.83
MONONGALIA	TOWN OF STAR CITY	0.04137150%	0.03755662%	$4,364.46	$3,485.52	$5,444.21	$5,444.21	$5,267.19	$24,005.60
HARRISON	STONEWOOD CITY	0.04777884%	0.04337313%	$5,040.40	$4,025.34	$6,287.37	$6,287.37	$6,082.94	$27,723.42
SUMMERS	SUMMERS COUNTY	0.35592007%	0.32310054%	$37,547.59	$29,986.03	$46,836.69	$46,836.69	$45,313.76	$206,520.77
NICHOLAS	SUMMERSVILLE CITY	0.70946753%	0.64404724%	$74,844.88	$59,772.17	$93,361.17	$93,361.17	$90,325.46	$411,664.85
BRAXTON	SUTTON TOWN	0.02102139%	0.01908300%	$2,217.64	$1,771.04	$2,766.27	$2,766.27	$2,676.33	$12,197.55
BOONE	SYLVESTER TOWN	0.00032037%	0.00029231%	$33.90	$27.07	$42.25	$42.25	$40.85	$186.31
TAYLOR	TAYLOR COUNTY	0.04308369%	0.03911093%	$26,748.35	$21,361.61	$33,365.77	$33,365.77	$32,280.86	$147,122.36
PRESTON	TERRA ALTA TOWN	0.00152490%	0.00139131%	$161.34	$128.83	$201.10	$201.10	$194.43	$886.78
TUCKER	THOMAS CITY	0.00016996%	0.00015507%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FAYETTE	THURMOND TOWN	0.00002437%	0.00002223%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OHIO	TRIADELPHIA TOWN	0.00031065%	0.00028343%	$32.87	$26.24	$40.97	$40.97	$39.61	$180.65
TUCKER	TUCKER COUNTY	0.12553428%	0.11395871%	$13,297.78	$10,619.79	$16,587.54	$16,587.54	$16,048.14	$73,140.81
PRESTON	TUNNELTON TOWN	0.00057009%	0.00052014%	$60.32	$48.16	$75.18	$75.18	$72.69	$331.53
TYLER	TYLER COUNTY	0.02039565%	0.01851496%	$2,156.30	$1,722.05	$2,689.75	$2,689.75	$2,602.29	$11,860.13
MONROE	UNION TOWN	0.00064247%	0.00058619%	$67.97	$54.28	$84.73	$84.73	$81.92	$373.62
UPSHUR	UPSHUR COUNTY	0.51081349%	0.46371117%	$53,887.98	$43,035.70	$67,219.63	$67,219.63	$65,033.93	$296,396.87
OHIO	VALLEY GROVE VILLAGE	0.00012426%	0.00011337%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WOOD	VIENNA CITY	0.28384332%	0.25767001%	$29,943.89	$23,913.61	$37,351.88	$37,351.88	$36,137.35	$164,698.61
MCDOWELL	WAR CITY	0.00202739%	0.00184977%	$214.50	$171.28	$267.36	$267.36	$258.49	$1,179.00
HARDY	WARDENSVILLE TOWN	0.00128460%	0.00117206%	$135.91	$108.53	$169.41	$169.41	$163.79	$747.04
WAYNE	WAYNE COUNTY	2.35858237%	2.14109652%	$248,817.33	$198,709.01	$310,373.62	$310,373.62	$300,281.59	$1,368,555.16
WAYNE	WAYNE TOWN	0.03555349%	0.03227509%	$3,750.70	$2,995.36	$4,678.60	$4,678.60	$4,526.47	$20,629.73
WEBSTER	WEBSTER COUNTY	0.37650405%	0.34178646%	$39,747.02	$31,742.52	$49,580.22	$49,580.22	$47,968.06	$218,618.04
HANCOCK/BROOKE	WEIRTON CITY	1.37283150%	1.24624214%	$144,826.09	$115,660.15	$180,655.42	$180,655.42	$174,781.27	$796,578.34
MCDOWELL	WELCH CITY	0.11948442%	0.10846671%	$12,604.94	$10,066.48	$15,723.35	$15,723.35	$15,212.09	$69,330.21

County	Government Name	Allocation Share (%) - Distributor Settlement	Allocation Share (%) - All Other Settlements	2024 Projected Disbursement Total	2025 Projected Disbursement Total	2026 Projected Disbursement Total	2027 Projected Disbursement Total	2028 Projected Disbursement Total	Total 2024-2028
BROOKE	WELLSBURG CITY	0.00689441%	0.00629041%	$729.44	$582.45	$909.20	$909.20	$879.04	$4,009.34
LINCOLN	WEST HAMLIN TOWN	0.03797018%	0.03446894%	$4,005.64	$3,198.96	$4,996.62	$4,996.62	$4,834.15	$22,032.00
OHIO	WEST LIBERTY TOWN	0.00247485%	0.00225803%	$261.84	$209.08	$326.37	$326.37	$315.54	$1,439.21
LOGAN	WEST LOGAN TOWN	0.01619803%	0.01470441%	$1,708.80	$1,364.67	$2,131.55	$2,131.55	$2,062.24	$9,398.82
HARRISON	WEST MILFORD TOWN	0.00151169%	0.00137925%	$159.94	$127.71	$199.35	$199.35	$192.74	$879.10
DODDRIDGE	WEST UNION TOWN	0.00070838%	0.00064632%	$74.95	$59.85	$93.42	$93.42	$90.32	$411.95
LEWIS	WESTON CITY	0.00959827%	0.00875738%	$1,015.52	$810.88	$1,265.78	$1,265.78	$1,223.78	$5,581.73
MONONGALIA	WESTOVER CITY	0.00937849%	0.00855685%	$992.26	$792.31	$1,236.79	$1,236.79	$1,195.76	$5,453.91
WETZEL	WETZEL COUNTY	0.48891511%	0.44383205%	$51,614.09	$41,219.74	$64,383.16	$64,383.16	$62,289.66	$283,889.80
OHIO/MARSHALL	WHEELING CITY	1.06918215%	0.97059243%	$112,792.77	$90,077.89	$140,697.20	$140,697.20	$136,122.32	$620,387.39
MARION	WHITE HALL TOWN	0.00276695%	0.00252455%	$292.75	$233.76	$364.89	$364.89	$352.79	$1,609.08
GREENBRIER	WHITE SULPHUR SPRINGS CITY	0.15848715%	0.14387298%	$16,719.51	$13,352.44	$20,855.85	$20,855.85	$20,177.70	$91,961.34
BOONE	WHITESVILLE TOWN	0.01476240%	0.01340115%	$1,557.35	$1,243.72	$1,942.63	$1,942.63	$1,879.47	$8,565.80
MINGO	WILLIAMSON CITY	0.39158961%	0.35548097%	$41,310.53	$32,991.17	$51,530.57	$51,530.57	$49,855.01	$227,217.84
WOOD	WILLIAMSTOWN CITY	0.05669029%	0.05146285%	$5,980.51	$4,776.12	$7,460.06	$7,460.06	$7,217.49	$32,894.25
BROOKE	WINDSOR HEIGHTS VILLAGE	0.00007729%	0.00007052%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PUTNAM	WINFIELD TOWN	0.03073651%	0.02790228%	$3,242.53	$2,589.53	$4,044.72	$4,044.72	$3,913.20	$17,834.70
WIRT	WIRT COUNTY	0.10751496%	0.09760096%	$11,342.23	$9,058.06	$14,148.25	$14,148.25	$13,688.21	$62,384.99
RANDOLPH	WOMELSDORF (COALTON) TOWN	0.00095261%	0.00086915%	$100.79	$80.48	$125.63	$125.63	$121.46	$553.97
WOOD	WOOD COUNTY	1.26224718%	1.14585485%	$133,160.06	$106,343.49	$166,103.26	$166,103.26	$160,702.29	$732,412.36
MARION	WORTHINGTON TOWN	0.00029750%	0.00027144%	$31.48	$25.13	$39.23	$39.23	$37.93	$173.01
WYOMING	WYOMING COUNTY	4.00244991%	3.63338236%	$422,236.21	$337,203.76	$526,695.56	$526,695.56	$509,569.66	$2,322,400.75
Total		100.00%	100.00%	$11,165,688.11	$8,889,998.22	$13,724,536.26	$13,724,536.26	$13,103,869.59	$60,608,628.43

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-104: Mayor's Select Committee on Community Outreach Report

ATTACHMENTS:

- Mayor's Select Committee on Community Outreach.pdf

May 2, 2024

Re: Mayor's Select Committee on Community Outreach

Dear Council members

As Charles Town continues to grow in population, it's in our best interest to explore possible ideas and initiatives that will assist and augment existing ongoing efforts that welcome our neighbors, both old and new, to Charles Town, foster community awareness of our rich historic and cultural heritage, and encourage wider community involvement in our many celebrations and events. As such, I have commissioned a Select Committee to research possible initiatives that will assist and augment the existing outreach programs and initiatives.

The Select Committee's mission, focused on exploring specific ideas and initiatives that will contribute to our ongoing community outreach efforts, includes but is not necessarily limited to:

> Community volunteer initiatives, such as, roadside cleanup events; city-wide beautification projects; and historic-trail tours; and
>
> Exploring and developing policy for the creation and maintenance of a city-wide community events calendar.

The Select Committee is expected to build upon the solid collaboration that exists between city and community stakeholders, as well as coordinate with other persons and organizations engaged in similar activities in Charles Town and the surrounding area.

The following personnel are hereby appointed to the Select Committee:

- Mr. Robert Trainor, Mayor
- Mr. John Nissel, Charles Town City Manager
- Ms. Priscilla Rodd, Ward 3 Council Representative
- Mr. Micheal George, Ward 4 Council Representative
- Mr. Randy Hilton
- Ms. Lanae Johnson
- Mr. Todd Coyle
- Ms. Athena Roper

A final report on the Select Committee's activities, conclusions, and recommendations will be delivered to the Charles Town City Council no later than 7 October 2024 Council meeting, at which time this Select Committee is expected to be dissolved. All meetings of this Select Committee will conform with applicable WV State and City ordinances, rules, and regulations.

Robert M. Trainor
Mayor

Note: The activities of this Select Committee are in no way intended to interfere with or supplant any other organization similarly engaged in Community Outreach activities for the City of Charles Town.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-124: Charles Washington Hall Rental Agreement

This agenda item needs to be removed from the Table.

ATTACHMENTS:

- 2024CWHallDamage.pdf
- 2024CWHallComps.pdf
- 2025CWHallStaffProposalv2.pdf
- 2025CWHALLRentalRulesv2.pdf
- 2025CWHALLRentalRequestREWRITEV2.pdf
- CWH Downtown Business Waiver.pdf

CW Hall Damage

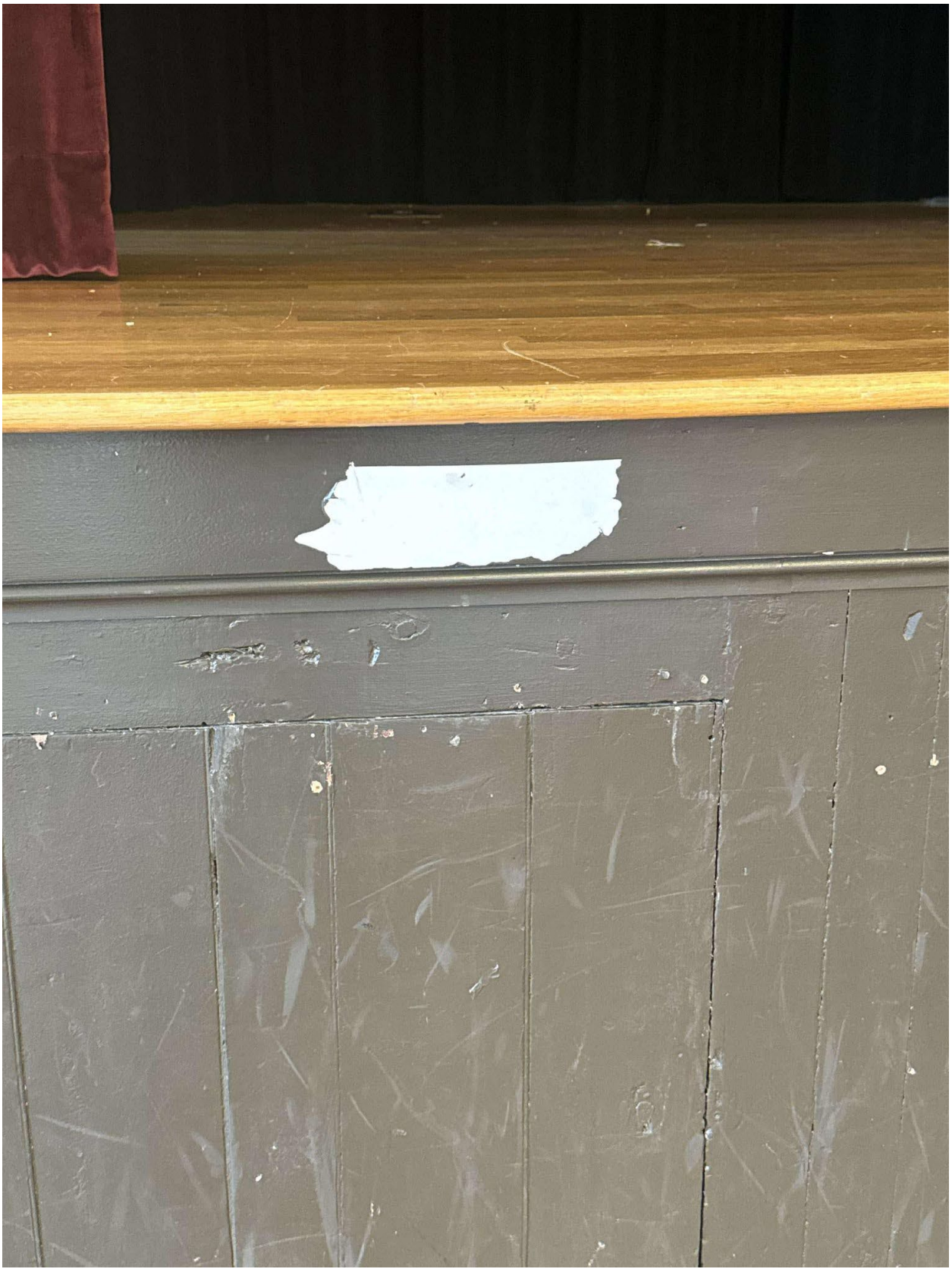
- Binds need replaced
- Paint is peeling on stage and balcony
- Paint is chipped on walls
- Tape has damaged floors
- Walls need cleaned/repainted, multiple scuff marks etc.
- Chalkboard has needed repainted multiple times due to renters using paint instead of chalk













CW Hall Rental Rate Comparisons 2024

Venues located within 5 miles:

Venue 1:
Full Weekend Day : $1000
Full Weekday Day: $550

Venue 2:
Full Day: $750 (Raising to $1000)

Venue 3:
Full Weekend Day (Smaller Room): $1000
Full Weekday Day (Smaller Room): $800
Full Weekend Day (Larger Room) $1900
Full Weekend Day (Larger Room) $1400

Venues in the County:

Venue 1:
Full Weekend Day: $1200 (same for weekday) based on 15hours ½ Gym
Full Weekend Day: $1800 Full Gym

Venue 2:
Minimum Charge $5475

Venue 3:
$100 an Hour or $700 a day (nothing included, no tables/chairs)

Venue 4:
$1000 Base rate per day IF using the in-house catering. Rate is higher if using outside catering.

Other Factors:

Staff Time:

To flip CW Hall, this takes 2 public works staff 3 hours.
To show hall, process paperwork, communicate with renters, process payment (2-4Hours)
**Staff is “on call” during events. If there is an issue and a non-salary employee has to address issue, that results on overtime. This does not happen often but has in the past.

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

CW Hall Fee/Policy Change Proposal

Purpose: The purpose of this change is to preserve the renovation efforts and investment by the city and utilize Charles Washington Hall for more active uses for a more vibrant downtown.

Fee Schedule Change

Old Rates:

Weekday: $175 per day
Weekend: $350 per day

Proposed Rates:

Weekday: Resident- $275 per day Non-Resident $375
Weekend: Resident - $450 per day Non-Resident $600

*When the policy was approved on April 18th, 2017, it was intended to be temporary. Additionally, the pricing was set to make the hall attainable to the public. There was an understanding that once someone was managing the hall, the policy would be amended.

**Event Space Comps are attached, and CW Hall will still be below the rates in Jefferson County.

Policy Statement Change with Addition of Engagement Waiver

Current Policy: It is the City of Charles Town's intent to make the second floor of Charles Washington Hall available to the public for civic, social, educational, and cultueral activities and limited commercial use.
Proposed policy: It is the City of Charles Town's intent to make the second floor of Charles Washington Hall available to the public as an active vibrant space for events and community engagement.

** Our 2024 Historically Hip Comprehensive Plan calls CW Hall a public use space and also states "The establishment of easily rentable concert and event spaces can go a long way toward making a city feel vibrant and inviting. The second level of the newly renovated Charles Washington Hall could make for an excellent event space."

** One objective laid out by the comp plan is to "promote strategic economic development opportunities" and one implementation strategy to do this is to "Maximize the Community Based Utilization of Charles Washington Hall."

Engagement Waiver Purpose: The purpose of the engagement waiver is to promote a vibrant active downtown and fulfill a need defined by our residents by encouraging businesses and

nonprofits to utilize CW Hall for engaging public events. The fee has been a barrier for many businesses. By removing the fee, the city will encourage businesses to host public events.

Waiver Statement: The City of Charles Town is committed to promoting a vibrant active downtown core. The Market Study provided in 2021 indicated that active spaces are needed in Downtown Charles Town. Due to the structure of many of our historic buildings, our businesses and nonprofits are unable to host activities or events for more than a small number of people. The intent behind Charles Washington Hall was to be a public space for gathering. This space can serve our community and align with the 2040 Comprehensive plan if used to promote active public events. To encourage businesses to engage our community with events, the City of Charles Town will offer a Business/Non-Profit Engagement Fee Waiver For Charles Washington Hall.

Usage from 2019-Current:

Less than 10% of events at CW Hall have been public events that align with our comprehensive plan. The rest are private weddings, baby showers, bridal showers, retirement parties, birthday parties and corporate events.

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Fax: (304) 725-1014 ♦ Web:
www.charlestownwv.us

POLICY AND RESERVATIONS PROCEDURES AGREEMENT

AS OF JANUARY ~~2022~~2025

***CAPACITY 100 GUESTS**

***Please be advised that our elevator is not managed on site. We can not guarantee that if an issue arises it will be fixed before your event.**

Policy Statement:

It is the City of Charles Town's intent to make the second floor of Charles Washington Hall available to the public as an active vibrant space for events and community engagement ~~for civic, social, educational and cultural activities and limited commercial use~~. It is the intent of this Policy and the Charles Washington Hall Rental Agreement to provide for regulation and use policies and procedures to accommodate groups and/or individuals who wish to use the facility. Failure to comply with the policies and procedures set for in thisagreement may result in revocation of a submitted or approved Reservation Request.

Reservation Procedures:

1. A completed Second Floor Rental Request Form, signed Charles Washington Hall Rental Agreement, and signed Policy and Reservations Procedures Agreement must be submitted to the City of Charles Town **at least 60 days prior to your event date** but can be submitted up to six months prior. Once received, it will be processed within 10 days and you will be informed of the cost of your rental. Full payment and all completed paperwork (including Vendor forms, if applicable) is required to confirm your reservation. Submission of a Request does NOT constitute approval.

2. Applicants acknowledge that the City of Charles Town assumes no liability for injury or loss or damage of personal property. Depending on the nature of an applicant's event, and when it is deemed to be in the best interests of the general public, the City of Charles Town may require the renter to furnish a Certificate of Insurance naming the City as additional insured in the amount of no less than $1,000,000 per occurrence of commercial general liability insurance.

~~3. Depending on the nature of an applicant's event, the City of Charles Town also reserves the right to require a security deposit paid in full prior to approval of a Request. If a security deposit is required, it will be refunded upon inspection and approval of the cleaned facility and confirmation that no property damage has occurred or additional cleanup is required.~~The City Of Charles Town will require a $200 Security Deposit for all events. This deposit will be returned upon inspection of CW Hall.

~~4.~~3. The Request, Rental Agreement and this Policy must be completed and signed by an adult, aged 21 or over who will attend, supervise and be responsible for the entire event or activities. ~~Proof of non-profit status or other documentationmay be required at the time of application to apply for "Public" rather than "Private" rental rates.~~

~~5.~~4. Approved Requests may not be transferred, assigned or otherwise sublet to another group, business or individual.

~~6.~~5. All persons, organizations, groups or businesses using the facility shall observe and obey all regulations of the policy and applicable City, State and Federal laws and regulations.

CHARLES WASHINGTON HALL

RENTAL AGREEMENT AND TERMS AND CONDITIONS

AS OF JANUARY 2022

In consideration for renting the Second Floor of Charles Washington Hall on the date(s), time(s) and at the amount set forth on my Second Floor Rental Request Form, I agree to following terms and conditions:

Policy and Rental Procedures Agreement

1. I/We have read, understand and agree to abide by all terms and conditions specifically set forth in the Charles Washington Hall Policy and Reservations Procedures Agreement.

Rental Area

2. I/We understand the use of the facility includes, generally, the second floor of Charles Washington Hall and the lobby area just inside the entrance to the building on North George Street. Rental fees include utility costs. No attendees, agents or participants in any second-floor events may enter or exit through any other entrance to the building, unless prior arrangements have been made and approved by the City.

Rental Time

3. I/We understand that no one in my party, including any outside Vendors, is allowed access to the facility prior to the start of my rental time.

4. I/We understand that all members of my party, including outside Vendors, and any items brought into the facility must be cleared out and the facility fully vacated by rental end time.

5. I/We understand that I will be charged for any amount of time anyone associated with my event occupies or otherwise uses the facility before and/or after the start and end times on the Second Floor Rental Request Form.

6. I/We understand that if the event extends longer than the agreed upon time, I will alert the provided contact person of the new departure time.

Entry and Departure

7. I/We understand that we will be given a unique code via text to access the key to the George Street Entrance. I will maintain sole possession of that key until it is deposited back into the key lock box upon departure. I will incur any charges in case of a lost, stolen, or damaged key.

8. I/we will ensure all lights are turned off and doors are locked before placing key in the lock box. The doors adjacent to the elevator must be shut on the 1st and 2nd floor. The side entrance door must be locked. I/we will incur any charges for any damages or vandalism that occur as a result of failing to properly close and lock the side entrance door. In the event of any problem with locking the door, please communicate with the contact person.

Cleaning and Damage Assessment

Commented [VB1]: Could have a reference to the rental checklist to clear up any questions

9. I/We understand I am responsible for cleaning all areas and surfaces of the rented room following my event.

10. I/We understand that all trash and debris generated by my event must be removed from the facility at the end time of my event.Trash shall be taken out by the stage door and placed on the catwalk. DO NOT take it down the stairs. Do NOT use the dumpster. If event waste has been found in the dumpster, the security deposit will be kept.

11. I/We understand that no items may be glued, taped, tacked, nailed or otherwise affixed to the walls, windows, furnishings or fixtures of the facility.

12. I/We understand that chairs and tables must be returned to their original configuration as found or as discussed with the City's rental agent prior to your event.

13. I/We understand the facility must be left in the same condition as it was prior to the rental and users are financially responsible for any damage to property or loss of property. A fee equal to the total replacement cost or costs for excessive cleanup will be charged. All trash and debris must be picked up and removed from the facility at the end time of the event.

14. I/We understand that a cleanup/damage assessment of the facility will be completed within three (3) business days after my rental or prior to another party occupying the facility. I will be given notice at that time of any additional cleanup fees or damage incurred for which I am financially responsible.

Food and Alcohol Use:

15. I/We understand that food and nonalcoholic beverages may be brought in and served so long as a plan for such activities is submitted with the Second Floor Rental Request Form and in accordance with this Agreement.

16. I/We understand prior approval is required for any rental with alcohol. I understand that any alcohol on facility grounds during an event without prior written approval will result in immediate termination of the event; possible criminal consequences and loss of security deposit. Violation of this term may also result in forfeiture of future use of facility.

17. I/We understand beer and wine may only be sold at Charles Washington Hall if an individual, organization, association or a non-profit obtains a special event, festival or fair permit through the West Virginia Alcohol Beverage Commission (ABC) in compliance with the ABC regulations. If the individual, organization, or association is hosting a private (not open to the public) event in which alcohol is provided free of charge, a permit will not be required. A certificate of insurance will be required in this instance.

18. I/we understand that if I am selling alcoholic beverages, I must obtain written permission by the City Manager and must request this at the time the facility request is submitted. The City reserves the right to place restrictions on the selling of alcoholic beverages in accordance with the State Law and these guidelines. “Alcohol use” means the presence of any beverage that contains any amount of alcohol.

19. I/we understand that if I am hosting a private (not open to the public) event in which alcohol will be provided free of charge, I must indicate this on the facility rental request. The City Reserves the right to place restrictions on the distribution of alcoholic beverages in accordance with the State Law and these guidelines. “Alcohol use” means the presence of any beverage that contains any amount of alcohol.

20. I/We understand the City shall require the applicant to carry general liability insurance. The City shall require evidence of full liquor liability insurance in the amount of $1,000,000.00, in addition to general liability insurance when alcohol is on the premises and include a Waiver of Subrogation. The cost of the required liability insurance shall be borne by the applicant. ** Proof of insurance must be presented 10 days prior to event.

21. If a permit is required, I/we understand that the following must be provided: 1.A Copy of the ABC Permit obtained from the WVABCA and 2. A limited waiver of the city’s open container law provided by the City Manager that is strictly limited to the time and place of the facility rental. These must be provided prior to the event date.

22. I/We understand alcohol is not allowed when an event is designated for minors such as school age award programs, birthday parties and/or receptions.

23. I/We understand the Charles Town city staff and Police shall have the authority to enforce all rules and regulations governing facility rentals. Charles Town City Staff monitoring the event has the authority to contact the police if they so deem that necessary. Where 100 or more attendees are anticipated, the City may require a Charles Town city staff member or police officer at the event.

24. I/We understand that no alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City’s premises, shall be the sole responsibility of the organization or individual renting the facility.

25. I/We understand the distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the ABC. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.

26. I/We understand alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the City or to a minor the Police will be notified, and the event will be terminated, and all fees and deposits will be forfeited.

27. I/We understand the use of alcohol shall be limited to only the second-floor event space of Charles Washington Hall and shall not be permitted in hallways, bathrooms, the first floor or outside. The waiver of the city's open container law is limited to the second-floor event space only and does not include the hallways, bathrooms, first-floor, or any area outside the rental facility.

Entrance Fees and Donations:

~~28. I/We understand that only Non-profit, 501-c-3 organizations may use the facility for fundraising activities and charge entrance fees and collect donations provided that a detailed plan of such activities is submitted with the Second Floor Rental Request Form.~~

Additional Terms:

~~29.~~28.I/We understand that if I use any outside Vendors for professional services (caterer, florist, furniture rental, etc.) in connection with my event and/or if my event involves Vendors selling items to attendees and/or the general public, that ~~I must submit a completed Vendor Form for each Vendor to the City of Charles Town at least 10 days prior to the date of my event and~~ that such third-party Vendors must have a City of Charles Town business license.

~~30.~~29.I/We understand that smoking is strictly prohibited in the facility and within 25 ft. of all entrances to the facility.

~~31.~~30.I/We understand that for events involving youth, 17 years and under, there shall be one adult for every 20 minors, orincrements thereof, in attendance who shall remain on the premises for the duration of the event.

~~32.~~31.I/We understand that no gambling of any kind shall be conducted in the facility.

~~33.~~32.I/We understand the use of open flames is prohibited, including candles.

~~34.~~33.I/We understand the posted occupancy of the facility shall not be exceeded at any time.

~~35.~~34.I/We understand that no animals are permitted in the facility, except for service animals.

~~36. I/We understand the facility may be available on certain holidays at the discretion of the City.~~

~~37.~~35.I/We understand that all persons, organizations, groups or businesses using the Facility shall observe and obey allregulations, policies, and applicable City, State and Federal laws and regulations.

Contact Person: Liz Cook- 304-270-0174

Please retain these policies for your reference and return the signed CW Hall Contract to the City of Charles Town.

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Fax: (304) 725-1014 ♦ Web: www.charlestownwv.us

Charles Washington Hall ~~Contract~~Rental Agreement

I have read both the Charles Washington Hall Policy and Reservations Procedures Agreement and the Charles Washington Hall Rental Agreement and Terms and Conditions in its entirety. I understand that I am required to comply with all rules, procedures, and terms as set forth in these agreements and understand that non-compliance may result in revocation of an approved reservation request, the non-return of security deposit fees (if applicable), other charges, or denial of future Requests. By signing below, I agree to indemnify and hold harmless the City of Charles Town and the Charles Town Building Commission against any and all liability, claim, loss or payment of any kind arising out of uses of the facility and actions that may be caused during my event.

Print Name: _____

Organization/Business: _____

Event Date: _____

Signature: _____

Date: _____

In order to gain entry into the hall, please provide a cell phone contact number. We will send this number a unique code for access to they key lock box.

_____

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414

Phone: (304) 724-3243 Fax: (304) 725-1014 Web: www.charlestownwv.us

CHARLES WASHINGTON HALL

SECOND FLOOR RENTAL REQUEST

JANUARY 2025

Thank you for your interest in reserving the Second Floor of Charles Washington Hall for your event! In this packet, you will find all the information and forms necessary to rent the Second Floor of Charles Washington Hall for your event, meeting or other function. It includes:

- Reservation Request Form
- Charles Washington Hall - Rental Agreement and Terms and Conditions
- Charles Washington Hall – Policy and Reservations Procedures Agreement

A completed Request Form, Rental Agreement, and Policy Agreement must be submitted to the City of Charles Town **at least 60 days prior to your event date** but can be submitted up to six months prior. Once received, it will be processed within 10 days and you will be informed of the cost of your rental. Full payment and all completed paperwork is required to confirm your reservation. Submission of a Request does NOT constitute approval. Reserving multiple dates in consecutive succession is generally discouraged but may be permitted.

Charles Washington Hall Rental Rates:

Monday-Thursday: Residential Rate: $275 Regular Rate $375

Friday-Sunday: Residential Rate $450 Regular Rate $600

**Security Deposit of $200 will be required for all events.

*Non-Profit Discount of $150 per event with proof (501c3 letter from the IRS) of non-profit status which will be required.

*Rental Fee Engagement Waivers are available for Businesses/ Non Profit upon request.

CW HALL RENTAL REQUEST

Reservation Date: _____ Start time (includes set up):_____ End time:_____

Name of Person Submitting Application: _____

Organization if Applicable: _____

Address, City, State, Zip: _____

Cell: _____ Email: _____

Alternate/Emergency Contact Name, Phone, Cell, Email: _____

Estimated Attendance: _____ Open to Public?: Yes / No

Name/Description of Event: _____

Planned Activities: _____

Will be used for fundraising?: Yes / No

If used for fundraising, what will net proceeds be used for? _____

Are you proposing to have alcohol at your event?: Yes / No

If Yes:

Have you have attached proof of full liquor liability insurance, wavier of subrogation, and general liability insurance?: Yes / No

Have you read the Charles Washington Hall Rental Agreement and Terms and Conditions?:

Yes / No

Will you be using outside Vendors (such as caterers, etc.) and/or does your event feature Vendors selling any items? Yes / No

Will food or beverages be served? If so, please indicate what is planned.

_____

I have read and signed both the Charles Washington Hall Policy and Reservations Procedures Agreement, and the Charles Washington Hall Rental Agreement and Terms and Conditions in its entirety, which is included in this submission. By signing below, I agree to indemnify and hold harmless the City of Charles Town and the Charles Town Building Commission against any and all liability, claim, loss or payment of any kind arising out of uses of the facility and actions that may be caused during my event.

Applicant Print Name: _____ Date: _____

Applicant Signature: _____

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

Charles Washington Hall
Engagement Waiver

The City of Charles Town is committed to promoting a vibrant active downtown core. The Market Study provided in 2021 indicated that active spaces are needed in Downtown Charles Town. Due to the structure of many of our historic buildings, our businesses and nonprofits are unable to host activities or events for more than a small number of people. The intent behind Charles Washington Hall was to be a public space for gathering. This space can serve our community and align with the 2040 Comprehensive plan if used to promote active public events.

To encourage businesses to engage our community with events, the City of Charles Town will offer an Engagement Fee Waiver For Charles Washington Hall.

Requirements:

- Applicant requesting waiver must be located in the City of Charles Town City Limits.
- Applicant must be current on all licenses with the City of Charles Town.
- Applicant must offer event to the public. This cannot be a private business event, including, client only, customer only, etc.
- Applicant must promote event on social media and must include Charles Town Now as a Co-Host to ensure event is promoted to the public
- Applicant may charge an attendance fee, but, this fee must be approved by the City of Charles Town.
- Event must be after 5pm Monday – Friday or anytime Saturday or Sunday.
- Applicant must agree to provide follow up statistics from event, including any sales
- Applicant will be responsible for set up of hall.
- Applicant must clean the hall after the event and remove trash as explained in policies.
- Event details must be provided to Charles Town City Hall prior to event.
- Applicant must provide insurance as defined in the CW Hall Policy.
- Event must serve minimum 50 people.
- Applicant must provide a $200 security deposit.
- If event does not adhere to plan set forth, applicant will not be permitted to complete another waiver for 6 months.
- Event cannot be hosted by a political or religious organization, nor can the event be political or religious in nature.

Please complete the Engagement Waiver for consideration.

Downtown Business Engagement Waiver Fee for Charles Washington Hall

Business Name:_____

Contact Name: _____

Address: _____

Date Requested: _____

Time of Event: _____

Description of event: _____

_____

_____

_____

Will this event require an attendance fee? If so, please indicate cost. _____

Will this event be open to the public and shared on social media platforms? _____

Do you agree to add Charles Town Now as a co-host of the event? _____

Will there be outside vendors? _____

Will there be alcohol sales? _____

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-125: Public Hearing on a Resolution Approving Entry and Form of Shared Lease Agreement between the City of Charles Town and 111 West Congress, LLC, a West Virginia Limited Liability Company

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-126: Resolution Approving Entry and Form of Shared Lease Agreement between the City of Charles Town and 111 West Congress, LLC, a West Virginia Limited Liability Company

Proposed Motion: Move to approve the Resolution Approving Entry and Form of Shared Lease Agreement between the City of Charles Town and 111 West Congress, LLC, a West Virginia Limited Liability Company

ATTACHMENTS:

- Resolution Approving Entry and Form of Shared Lease Agreement.pdf
- APUS Parking Lease Final.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 APPROVING ENTRY AND FORM OF SHARED LEASE AGREEMENT BETWEEN THE CITY OF CHARLES TOWN AND 111 WEST CONGRESS, LLC, A WEST VIRGINIA LIMITED LIABILITY COMPANY

WHEREAS, the City is the owner of a certain parcel of real estate located in the Corporation of Charles Town (Tax District 3), Jefferson County, West Virginia, designated as Parcel 8 on Tax Map 2A (the "Property"); and

WHEREAS, the City and 111 West Congress. LLC have agreed to enter into a Parking Lease Agreement regarding the Property for the purpose of increasing the availability of parking for the property commonly known as 330 N George Street, Charles Town, West Virginia ("330 N. George Property"); and

WHEREAS, a public hearing has been held on the proposed lease with 111 West Congress for the purpose of entering into a shared parking agreement at the rate of $1 per year for fifty (50) years with the option to renew;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLES TOWN: That the City Manager and Mayor are hereby authorized to execute and deliver a Shared Parking Lease Agreement with 111 West Congress, LLC in accordance with this Resolution. A copy of the Shared Parking Lease Agreement is attached and is intended to be a part hereof.

Adopted the 3rd day of February, 2025.

Attest:

_____
Robert M. Trainor
Mayor

_____
John Nissel
City Clerk

SHARED PARKING LEASE AGREEMENT

THIS AGREEMENT for shared parking (the "Agreement" or "Lease") is dated as of this _____ day of February, 2025, is entered by the City of Charles Town, West Virginia, a home-rule municipal corporation, ("City" or "Lessor") and 111 West Congress, LLC, a West Virginia limited liability company ("Lessee"), collectively referred to the "Parties":

WHEREAS, the Parties have entered into this public-private Agreement that is deemed as in the best interest of the City Charles Town and the businesses and residents located in the City's historic downtown district; and

WHEREAS, the City is the owner of a certain parcel of real estate located in the Corporation of Charles Town (Tax District 3), Jefferson County, West Virginia, designated as Parcel 8 on Tax Map 2A and legally described on Exhibit A hereto (the "Property").

WHEREAS, the City and Lessee have agreed to enter into a Parking Lease Agreement regarding the Property for the purpose of increasing the availability of parking for the property commonly known as 330 N George Street, Charles Town, West Virginia ("330 N. George Property"), which property is currently owned by Lessee and is legally described on Exhibit B hereto.

WHEREAS, subject to and in accordance with the terms of Section 7 below, the City agrees to improve the Property as a parking lot and to otherwise maintain the Property at the City's expense, subject to and in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals and Defined Terms. The foregoing recitals and representations and exhibits are material to this Amendment and are hereby incorporated by reference as if restated in full in Amendment.

2. Term: Pursuant to West Virginia Code 8-12-18, Lessor does hereby lease the Property to Lessee, for purposes of parking only, subject to the provisions herein, for an initial term of 50 years, from the _____ day of February 2025, and ending at midnight on the _____day of February 2075. The Lessee shall have the option to renew the term of this Lease for an additional fifty (50) years by providing notice, in writing, to the Lessor not less than one year prior to the expiration of such period. If this Lease is cancelled or terminated as provided herein, full possession and use of the Property shall revert back to the Lessor.

3. Rent: The Lessee shall pay the Lessor rent of One Dollar ($1.00) per year,

payable in advance in its entirety (i.e., $50.00) within thirty (30) days after the completed execution and delivery of this Agreement. Upon any renewal of this Agreement, as provided herein, rent at the rate of One Dollar ($1.00) per year shall be due in its entirety (i.e., $50.00) within thirty (30) days of the commencement of the renewal term. Given that this Lease is for the benefit of the community and given the Lease is for a limited purpose and use of the land, and given that the Lessor retains some use of the Property, an annual rent of One Dollar ($1.00) is fair and adequate consideration.

4. Reciprocal Agreement for Shared Parking Lot: The Property shall be shared by the Lessor and Lessee for parking according to the terms outlined herein.

5. Purpose: This Lease Agreement is a limited lease, which provides Lessee with the limited use of the property for parking vehicles of Lessee's employees, tenants, occupants, contractors, guests, and invitees (collectively, "Permittees"). No other right or use of the property is granted through this Lease.

6. City's Obligation. In consideration of the shared use of the Property , the Lessor agrees to the following: 1) The City will improve the Property in a manner consistent with the Concept Plan attached hereto as Exhibit C ("Concept Plan"), including, without limitation, striping and not less than 35 parking spaces; 2) The City agrees to maintain the Property in good condition, including removal of snow, ice, debris, and trash; and 3) Lessee's access to and use of the Property will not be disturbed by the City except as reasonably required during any improvement of the Property made pursuant to this Agreement, during any subsequent maintenance, and in connection with public events, during which events the City is entitled to access the Property under the terms provided herein. Lessee acknowledges that the Concept Plan is preliminary and is subject to change by the City Council; provided, however, that changes to the Concept Plan (or future improvements to the Property) that result in less than 35 parking spaces at the Property or vehicular ingress and egress to the Property from less than two of N. George Street, East 1st Street and Valley Place will require Lessee's prior written consent which may be withheld in Lessee's sole discretion and that other material changes to the Concept Plan (or future modifications to the Property) that affect Lessee's access to or use of the Property for the purposes permitted under this Lease will require Lessee's prior written consent not to be unreasonably withheld.

7. Shared Parking Arrangements: The Parties acknowledge and agree that the Lessor and Lessee are entitled to use the Property for parking for the purposes outlined below. The following shared parking arrangement shall be followed by the Parties:1) the Lessee may use the property for parking vehicles of Permittees; 2) the City may use the premises at all times for parking by visitors to the adjacent public park; 3) Upon not less than fourteen (14) days' prior written notice to the Lessee, the City has the right to restrict Lessee's access to the Property during public events to be held in the adjacent public park, which events will be held primarily on State and Federal holidays, week-ends and evenings. Lessor's delivery to Lessee of a list of recurring, pre-planned City

events, with dates and times, on a bi-annual basis shall be considered adequate notice to the Lessee under the terms of this Agreement.

8. Ownership Costs: All costs of ownership and operation of the Property, including, without limitation, real estate taxes, will be the sole responsibility of Lessor. Once the Property is transferred to the Lessor, the Property will be exempt from ad valorem taxation. If for any reason the property is taxed and such taxation is upheld, then the Lessor shall pay all taxes assessed.

9. Improvements: The Lessee shall not be entitled to make any improvements to the Property during the term of this Agreement.

10. Insurance: Lessee shall at all times during the term of this Agreement maintain general liability insurance with minimum liability limits of two million dollars ($2,000,000) with an insurance company licensed in West Virginia, shall timely pay all premiums for said insurance, and will provide a certificate of insurance to the Lessor annually upon renewal of the prescribed policy and name the City of Charles Town as an additional insured under the policy.

11. Indemnification: In addition to the general liability insurance required by this Agreement and to the greatest extent permitted by law, Lessee shall save Lessor, its successors, and assigns, harmless and free from any loss, costs, damage, or expense arising out of any third-party claims for death, personal injury or property damage arising out of the Lessee's negligence or willful misconduct and not arising out of the negligence or willful misconduct of the City. To the greatest extent permitted by law, Lessor shall save Lessee, its successors, and assigns, harmless and free from any loss, costs, damage, or expense arising out of any third-party claims for death, personal injury or property damage arising out of the Lessor's negligence or willful misconduct and not arising out of the negligence or willful misconduct of the Lessee.

12. Assignment: The Lessee (including, without limitation, Lessee's successors and assigns as lessee hereunder) may only assign this Agreement to two (2) subsequent owners of the 330 N. George Property. For purposes of this Agreement, owner will be defined as any person or entity to which all or a substantial portion of the 330 N George Property is transferred by deed, but will specifically exclude transfers to subsequent owners by power of sale, foreclosure, deed in lieu of foreclosure or similar process. This Lease Agreement will automatically terminate upon a third (3rd) deed transfer of the 330 N George Property to an owner during the pendency of the Agreement.

13. Changes, Modifications, or Addendums: The Lessor and Lessee agree that none of the covenants, terms, or conditions of this Lease will in any manner be altered, waived, changed, or abandoned except by written instrument, signed, acknowledged, and delivered by the parties hereto, and not otherwise, and no act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence,

or forgiveness by the Lessor or Lessee as to any default in or failure of performance either in whole or in part by the other Party as to any of the covenants, terms, or conditions of this Lease, will be deemed or construed to be a waiver by the Lessor or Lessee, as applicable, of the right at all times in the future to insist upon the full and complete performance by the other Party of each and all the covenants, terms, and conditions thereafter to be performed according to the provisions of this Lease in the same manner and to the same extent as the same are covenanted to be performed.

14. Termination: Lessee has the right to terminate the lease upon written notice as provided herein at any time the Lessee determines that it no longer desires to use the Premises for parking associated with the 330 N George Property.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia applicable to contracts made and to be performed entirely within such State.

16. Notices. Any notice or statement required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be sent by hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party at the addresses set forth below:

To Lessor: City Manager,
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

To Lessee: 111 West Congress, LLC
c/o American Public Education, Inc.
303 West 3rd Avenue
Ranson, WV 25438
Attention: Vice President of Real Estate
E-Mail: realestate@apei.com

Copy to: American Public University System, Inc.
c/o American Public Education, Inc.
303 West 3rd Avenue
Ranson, WV 25438
Attention: Legal Department
E-Mail: legal@apus.edu

Any such notice will be effective upon receipt or rejection. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by either party as above provided.

17. Entire Agreement. This Agreement constitutes the entire agreement

among the Parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof. There are no representations and warranties of either Party except as expressly set forth in this Agreement.

18. Enforceability. This Agreement may be enforced in any court of competent jurisdiction by any of the parties hereto, by any appropriate action at law or in equity to secure the performance of the covenants contained herein. The parties agree that venue shall be proper only in the Circuit Court for the Twenty-Eighth Judicial Circuit of Jefferson County. West Virginia and all courts to which appeals may be taken therefrom.

19. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. No law, rule, regulation or ordinance enacted by Lessor from or after the date of this Lease will be binding on or have any effect on the terms or provisions of this Lease or any of Lessee's rights or obligations hereunder.

20. Recording of Lease Agreement: A copy of this Lease Agreement may be recorded among the land records in the office of the Clerk of the County Commission of Jefferson County, West Virginia.

21. Sections: The captions appearing under the paragraph number designations of this Lease are for convenience and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

22. Multiple Counterparts**.** This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

23. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute will be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs incurred by the prevailing party in connection with such judicial action.

24. Written Assurances. Upon a written request from a Party (for itself or on behalf of a lender or prospective lender, purchaser, tenant or investor), the other Party will execute and deliver a "Written Assurance" (defined below). A "**Written Assurance**" is a writing which states that, except as otherwise provided in that Written Assurance: (a) except as otherwise attached to that Written Assurance, this

Agreement has not been amended or modified in any manner; (b) to the best knowledge of the Party executing and delivering the Written Assurance there are no defaults presently existing under this Agreement by that Party; (c) there are no amounts presently due and owing to the Party executing and delivering the Written Assurance from the other Party; and (d) to the best knowledge of the Party executing and delivering the Written Assurance there are no defaults presently existing by the other Party to this Agreement.

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, as of the day and year first above written.

LESSOR:

CITY OF CHARLES TOWN, WEST VIRGINIA,
a duly organized municipality
under the laws of the State of West Virginia

By: _____
Name: John Nissel
Title: City Manager

STATE OF WEST VIRGINIA)
) SS.
COUNTY OF JEFFERSON)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT John Nissel, being the City Manager of City of Charles Town, West Virginia, a duly organized municipality under the laws of the State of West Virginia, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said municipality for the uses and purposes therein set forth.

WITNESS my hand and official seal this ____ day of _____, 2025.

_____
Notary Public

My Commission Expires _____

DRAFT

LESSEE:

111 West Congress, LLC, a West Virginia
limited liability company

By: _____
Name: Nuno Fernandes
Its: President

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Nuno Fernandes, being the President of 111 West Congress, LLC, a West Virginia limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

WITNESS my hand and official seal this ____ day of _____, 2025.

_____
Notary Public

My Commission Expires _____

DRAFT

Exhibit A
Legal Description of Property

All that certain lot or parcel of real estate, with the improvements and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

Fronting on the east side of George Street, bounded on the north by First Avenue and on the south by Valley Place, consisting of all of Lot Nos. 1, 2, 3, 4, 5, 6 and a part of Lot 7 in Block 65 of the Charles Town Mining, Manufacturing and Improvement Company as shown on a plat thereof recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X at Page 1.

Tax Parcel No. 03 2A 0008 0000 0000

DRAFT

Exhibit B

Legal Description of 330 N. George Property

Being all of those two parcels of real estate, lying on the west side of North George Street in the City of Charles Town, and described as follows:

Parcel One:

Beginning at the intersection of the northern limit of the Winchester Potomac Railroad Company and the western limit of North George Street the Point being shown on the "Site Plan of Gateway Center", dated June 2007 which is prepared by Dewberry as Point 226, thence with the northern limit of Winchester Potomac Railroad Company initially that has a curve with a length of 212.44, a radius of 1412.39, a tangent of 106.42, a chord bearing NW 85-59-04, a chord length of 212.24 and a delta of 8-37-05 to Point 230, thence NW 81-40-31 155.57' to Point 239 situate in the eastern boundary line of WPM Prop, LLC, thence leaving the Winchester Potomac Railroad Company and with WPM, NE 01-00-00 37.46' to Point 202, thence NE 24-45-00 52.00' to Point 203, thence leaving WPM NE 69-35-34 52.51', to Point 335, thence NE 42-11-11 39.63' to Point (undesignated), thence NE 55-56-11 29.50' to the common boundary with Grove to a Point (undesignated), thence with Grove SE 13-42-42 36.33' to Point 356, thence NE 69-35-34 117.41' to Point 1004, thence NW 20-24-26 1.00' to Point 1005, thence NE 69-35-34 49.59' to the western limit of North George Street being Point 1006, thence with North George Street SE 20-24-26 224.20' to the point of beginning.

AND BEING the same two parcels conveyed to 111 West Congress, L.L.C. by deed dated June 29, 2009, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 1066 at page 247. Reference is hereby made to said deed and other instruments referenced therein for further information regarding the subject two parcels of real estate conveyed.

Parcel Two:

Beginning at the intersection of the southern limit of the Winchester Potomac Railroad Company and the western limit of North George Street, the point being shown on the "Site Plan of Gateway Center" dated June, 2007, which is prepared by Dewberry as Point 1008, thence with the southern limit of Winchester Potomac Railroad Company by a curve having a length of 51.26', a radius of 1447.39, a tangent of 25.63, a chord bearing SE 89-46-42, a chord distance of 51.25 and a delta of 2-01-44 to Point 1007, thence leaving the Railroad Company and with the Asbury United Methodist Church SE 20-35-06 111.63' to Point 1227, thence NE 69-44-54 47.50' to Point 1226, a Number 6 rebar found to the western limit of George Street, thence with the western limit of George Street NW 20-20-01 93.70' to the point of beginning.

AND BEING the same two parcels conveyed to 111 West Congress, L.L.C. by deed dated June 29, 2009, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 1066 at page 247. Reference is hereby made to said deed and other

DRAFT

instruments referenced therein for further information regarding the subject two parcels of real estate conveyed.

DRAFT

Exhibit C

Concept Plan



CONFIDENTIAL

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-127: Article 147 - Utility Board Discussion Update

Discussion among City Council to determine if the body wishes to ask the County Commission or Ranson City Council their thoughts on Article 147 revisions.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-105: Appointment of Ballot Commissioners for the FY25 Municipal Election

Proposed Motion: Move to approve Mr. Gary Dungan and Mr. Randy Hilton to serve as ballot commissioners for the City of Charles Town with terms beginning February 3, 2025, and ending December 31, 2025.

ATTACHMENTS:

- Ballot Commissioners 2025.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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

FROM: John Nissel, City Manager/Clerk

SUBJECT: 2025 Municipal Election – Ballot Commissioners

DATE: February 3, 2025

In preparation for the City of Charles Town's 2025 municipal elections, I recommend the appointment of Mr. Randy Hilton and Mr. Gary Dungan to serve as ballot commissioners for a term beginning February 3, 2025 and ending December 31, 2025.

Along with the city clerk, they will form the Board of Ballot Commissioners and as such, are responsible for certifying and ordering ballots and for ensuring the voting area has proper instructions and notices.

Mr. Hilton and Mr. Dungan were previously recommended by their respective political executive committees and will help to ensure the city conducts a fair and open municipal election.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-107: First Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Viriginia with Regard to Part 5 General Offenses Code, Article 522 Private Outdoor Designated Area (PODA)

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

ATTACHMENTS:

- PODA Edits from 011625.pdf
- PODA - Article 522 .pdf

Article 522
Private Outdoor Designated Areas

522.01 Purpose and Intent

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

522.02 Definitions

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

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

522.03 Permit Required

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

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

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

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

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

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

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

522.04 Containers

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

522.05 Signage and prohibitions

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

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

(b)

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

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

522.06 Public health, safety, and sanitation

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

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

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

(d) All ~~participating businesses~~S4 permit holders within a private outdoor designated area shall make waste receptacles available during the operating hours of the private outdoor

designated area in a number sufficient to contain the waste generated within the area and which are emptied regularly by each participating business as needed to ensure availability.

~~(d) These waste receptacles are in addition to the City of Charles Town public waste receptacles in the area.~~

522.07 Revocation of City Manager Approval; and General Policy Authority

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

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

522.08 Suspension of Private Outdoor Designated Area

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

522.09 Penalties

(a) An individual who violates any provision of this article relating to private outdoor designated areas is guilty of a misdemeanor and, upon conviction, shall be fined ~~not less than $5.00 and~~ not more than $100.00.

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

522.10 Creation and Boundaries

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

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

Street, then continue in a ~~southerly~~ northernly direction along George Street to Valley Place direction along Samuel Street to Congress Street, then continue in a ~~westerly direction along Congress Street to West Street, excluding Wright Denny Elementary School.~~ Southernly direction to Valley Place, then easternly to North Samuel Street then southernly to Bell Place and continue easternly to North Mildred Street, southernly to Washington Street and westernly S George Street.

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

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

522.11 Days and Hours of Operation

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

522.12 Personnel Needed

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

Article 522
Private Outdoor Designated Areas

522.01 Purpose and Intent

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

522.02 Definitions

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

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

522.03 Permit Required

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

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

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

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

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

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

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

522.04 Containers

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

522.05 Signage and prohibitions

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

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

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

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

522.06 Public health, safety, and sanitation

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

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

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

(d) All S4 permit holders within a private outdoor designated area shall make waste receptacles available during the operating hours of the private outdoor designated area in a number sufficient to contain the waste generated within the area and which are emptied regularly by each participating business as needed to ensure availability.

522.07 Revocation of City Manager Approval; and General Policy Authority

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

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

522.08 Suspension of Private Outdoor Designated Area

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

522.09 Penalties

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

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

522.10 Creation and Boundaries

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

(b) The City Center PODA shall begin at the southeastern corner of the intersection of S West Street and W Washington Street, then continue along West Street in a northerly direction to W Liberty Street, then continue in an easterly direction along Liberty Street, including the structures on the northern side of Liberty Street to N George Street, then continue in a northernly direction along George Street to Valley Place direction along Samuel Street to Congress Street, then continue in a Southernly direction to Valley Place, then easternly to North Samuel Street then southernly to Bell Place and continue easternly to North Mildred Street, southernly to Washington Street and westernly S George Street.

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

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

522.11 Days and Hours of Operation

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

522.12 Personnel Needed

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

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-133: First Reading and Consideration of an Ordinance Vacating, Abandoning, and Annulling that Portion of Iron Bridge Road (AKA Old Bridge Road) and/or First Avenue Not Used for Street Purposes in the City of Charles Town, Jefferson County, West Virginia and Authorizing the City Manager and Mayor to Execute Such Quitclaim Deeds and Other Documents Needed to Implement this Abandonment

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

ATTACHMENTS:
- Old Bridge Abandonment.pdf

AN ORDINACE VACATING, ABANDONING, AND ANNULLING THAT PORTION OF IRON BRIDGE ROAD (AKA OLD BRIDGE ROAD) AND/OR FIRST AVENUE NOT USED FOR STREET PURPOSES IN THE CITY OF CHARLES TOWN, JEFFERSON COUNTY, WEST VIRGINIA AND AUTHORIZING THE CITY MANAGER AND MAYOR TO EXECUTE SUCH QUITCLAIM DEEDS AND OTHER DOCUMENTS NEEDED TO IMPLEMENT THIS ABANDONMENT

WHEREAS it has been determined by the Council of the City of Charles Town that the portion of Iron Bridge Road (AKA Old Bridge Road) and/or First Avenue ("Old Bridge Road") which abuts N George St, Parcel 6 as shown on Tax Map 2A, and Parcels 2 and 1 as shown on Tax Map 2 in the Corporate District of Charles Town, West Virginia and as more particularly identified on Exhibit A attached to this Ordinance, does not serve as an important or necessary public thoroughfare and represents a needless source of potential expense and liability to the City; and

WHEREAS, Old Bridge Road is not used for street purposes, has never been opened or constructed as a street, and is not needed for street purposes or any other public uses or public purposes, and therefore it is in the interest of the City of Charles Town, and the public generally, that the portion of Old Bridge Road described above be vacated, abandoned, closed, and annulled; and

WHEREAS, it further appears that the property of no person, firm, or corporation will be damaged or injured by said abandonment, annulment, or vacation; and

WHEREAS, the City of Charles Town has previously entered into an untitled agreement dated as of March 17, 2008 ("Use Agreement") with the current owners of the abutting property commonly known as 330 N. George Street, Charles Town, West Virginia ("330 George Property") to use Old Bridge Road for parking and access, which Use Agreement indicates that Old Bridge Road is not a public street that is usable and passable.

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

Section 1: In accordance with the laws of the State of West Virginia and as specifically provided by West Virginia Code § 8-12-5(1) and the authority provided therein, the public way known as Old Bridge Road is hereby vacated, abandoned, and closed as a public right-of-way, subject to all of the rights of municipally and privately owned and operated utilities and easements in, over, and under said property presently existing.

Section 2: Upon abandonment, ownership of Old Bridge Road will revert to 111 West Congress, L.L.C. (as the owner of the 330 George Property); subject to existing public utility easements, and provided that the in the event 111 West Congress or any successor in title to Old Bridge Road desires to place vertical improvements upon Old Bridge Road (not including pavement, curbing, lighting, sidewalks and landscaping), it will be responsible for relocating any such public utilities at its expense and in accordance with plans approved by the Utility Board prior to any relocation.

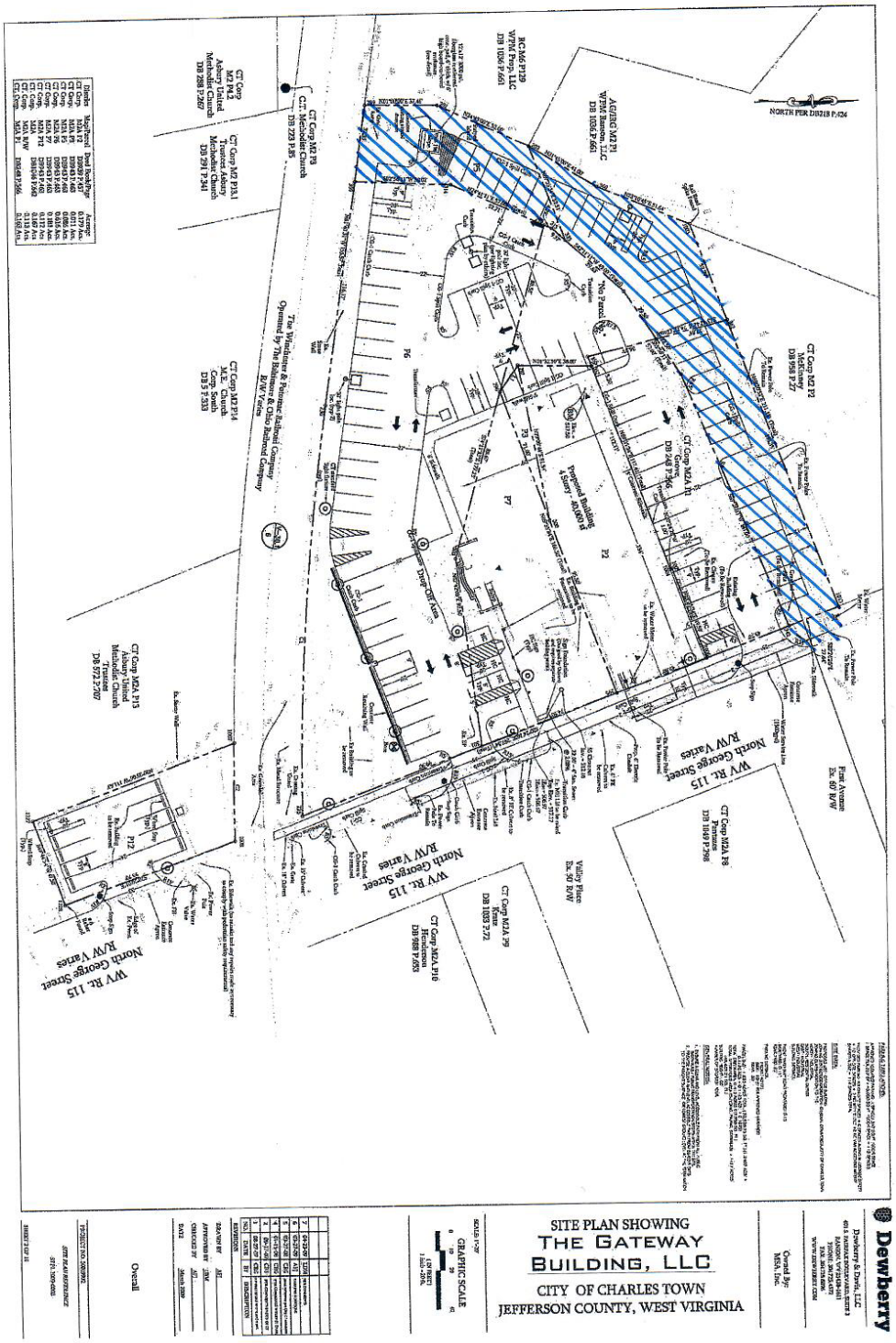
Section 3: Upon the adoption, this Ordinance shall be recorded in the appropriate land books of the Office of the Clerk of the County Commission of Jefferson County, West Virginia as evidence of vacating, abandoning, and annulling Old Bridge Road for public uses and public purposes as a public street or way.

Section 4: Upon adoption of this Ordinance, the Use Agreement will have no further purpose and will be terminated.

Section 5. The City Manager and Mayor are hereby authorized to execute such quitclaim deeds and other documents as shall be necessary to implement the provisions of this Ordinance, subject to the provisions set forth herein above, to convey Old Bridge Road to the current adjacent property owner, 111 West Congress, L.L.C. and to terminate the Use Agreement.

Section 6. This ordinance shall be effective from and after the date of its adoption.

Exhibit A



4917-4439-4258, v. 3

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-134: First Reading and Consideration of an Ordinance Providing for the Acquisition of Real Property Being a Tract or Parcel of Land Containing 2.869 Acres, More or Less, Situate in the Charles Town Corporate District, Jefferson County, West Virginia and Authorizing the City Manager and Mayor to Execute Any Documents Needed to Implement this Acquisition

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

ATTACHMENTS:
- Purchase Ordinance.pdf

AN ORDINANCE PROVIDING FOR THE ACQUISITION OF REAL PROPERTY BEING A TRACT OR PARCEL OF LAND CONTAINING 2.869 ACRES, MORE OR LESS, SITUATE IN THE CHARLES TOWN CORPORATE DISTRICT, JEFFERSON COUNTY, WEST VIRGINIA AND AUTHORIZING THE CITY MANAGER AND MAYOR TO EXECUTE ANY DOCUMENTS NEEDED TO IMPLEMENT THIS ACQUISITION.

NOW THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF CHARLES TOWN, WEST VIRGINIA AS FOLLOWS:

WHEREAS, the City has the power and authority through West Virginia Code § 8-12-1(4) to purchase and acquire property for the benefit of the City; and

WHEREAS, pursuant to W.Va. Code § 8-11-3(6), purchases of real property must be authorized by ordinance; and

WHEREAS, the City has agreed to purchase the said tracts or parcels from American Public University System, Inc. for the consideration of $500,000.00; and

WHEREAS, the City Council of Charles Town finds that it is in the best interest of the City to acquire said tracts or parcels.

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

Section 1: In accordance with the laws of the State of West Virginia and as specifically provided in W.Va. Code § § 8-11-3(6) and 8-12-1(4), the City Council of the City of Charles Town hereby directs and authorizes the City Manager and Mayor of the City of Charles Town, subject to verification of good and marketable title, to acquire all that certain tracts or parcels of unimproved real estate in the Corporate District of Charles Town, West Virginia, comprising nine parcels and sometimes referred to as Jefferson County tax parcel numbers 19-03-0002-0049-0000, 19-03-0002-0050-0000, 19-03-0002-0051-0000, 19-03-0002-0067-0000, 19-03-0002-0068-0000, 19-03-0002-0069-0000, l 9-03-002A-0008-0000, 19-03-002A-0009-0000 and 19-03-002A-0010-0000, and more particularly described as follows:

1. PT LTS BLK 65 Parcel 42x168 03 2 0050 0000 0000
   DB 1129-419

   all that certain lot or parcel of real estate, with the improvements and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

That parcel of real estate in the City of Charles Town, Jefferson County, West Virginia, at the northwest corner (previously incorrectly identified as the "southwest corner") of North Samuel Street and Valley Place, fronting about 42' on the southwest side of Samuel Street and about 168.4' on the northwest side of Valley Place, being part of several lots in Block 65 on the plat of the Lands of The Charles Town Mining, Manufacturing and Improvement Company plat of record in the Office of the Clerk of the County Commission of said County in Deed Book X at Page 1, to which plat reference is made for a more particular description of said. real estate.
District: 03-Charles Town Corporation. Tax Map: 2, Parcel 0050 0000 0000. Postal Address: 330 N. Samuel Street, Charles Town, West Virginia 25414.

2. PT LTS #7, 8, 9, 10, 11, 12, 13, BLK 65 N Samuel St 03 2 0051 0000 0000
DB 1130-386

all that certain lot or parcel of real estate, with the improvements and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

A certain lot or parcel of land, improved by a brick dwelling thereon, situate on the southwest corner of North Samuel Street and First Avenue in Charles Town, Jefferson County, West Virginia, described as follows, to-wit: BEGINNING at the southwest corner of Samuel Street and First Avenue; thence with the line of First Avenue S. 70° 00' W. 168.4 feet to a stake; thence, S. 20° 00' E. 45.7 feet to a stake, corner to J. J. Pittman; thence N. 70° 45' E. 168.4 feet, more or less, to Samuel Street; thence with Samuel Street N. 20° 00' W. 48 feet to the beginning.
District 03, Tax Map 2, Parcel 0051 0000 0000. Postal Address: 332 N. Samuel Street, Charles Town, WV 25414.

3. 1 1/2 LTS Railroad Ave – Mill 03 2 0049 0000 0000
DB 1110-85

all those certain lots or parcels of real estate, with the improvements and appurtenances thereunto belonging, situated in the Charles Town Corporation, Jefferson County, West Virginia, being more particularly bounded and described as follows: ***[This language precedes, and applies to, all of the parcels conveyed by DB 1110-85]***

PARCEL NINE: That certain lot or parcel of land with mill, elevator and storage buildings and other improvements thereon, situated in Charles Town, in Jefferson County, West Virginia, at the north west corner of North Samuel Street and the Baltimore & Ohio Railroad, bounded on the east 185 ft. by North Samuel Street, on the north 206 ft. by Valley Place, on the west 150 ft. by the Miley coal yard property, and on the south approximately 210 ft by said railroad property, being the same conveyed to Joseph A. Warrenfeltz by West Virginia Mills by deed dated October 31, 1938, and recorded in said Clerk's Office in Deed book 149, at page 40.

4. TS #7, 8, 9, 10, PT #6 BLK 66 03 2 0068 0000 0000
DB 1110-85

PARCEL ONE: Beginning at the corner of North Samuel Street and First Avenue in said town; thence with the southerly side of First Avenue eastwardly 125 feet to a point; thence by a new line southwardly, parallel to Samuel Street, 130 feet to a point in the line of the other property of Grantor; thence with the same westwardly, parallel to First Avenue, 55feet; thence northwardly, parallel to Samuel Street, 25 feet; thence westwardly, parallel to First Avenue,70 feet to a point in the eastern line of N. Samuel Street; thence with the eastern line of N. Samuel Street in a northerly direction 105 feet to the beginning; comprising all of Lots Nos. 7, 8, 9 and 10, and a portion of Lot No. 6, all in Block No. 66, as shown on the plat of Charles Town Mining, Manufacturing and Improvement Company, which is of record in the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X, at page 1.

5. LTS #2, 3, 4, 5 BLK 66 03 2 0069 0000 0000
DB 1110-85

PARCEL TWO: That certain lot or parcel of land situate in Charles Town in Jefferson County, West Virginia, at the northeast corner of North Samuel Street and Bell Place, with office, storage and machine shop building, paint-spraying building, chicken house and other improvements thereon, bounded as follows, to-wit: Beginning at the northeast corner of North Samuel Street and Bell Place, thence northwardly with the east line of North Samuel Street, 120 feet to corner of C.C. Bush, thence eastwardly with said Bush parallel with Bel Place 70 feet, thence southwardly with said Bush parallel with North Samuel Street 25 feet, thence eastwardly with said Bush parallel with Bel Place 116 feet to the west line of an alley, thence southwardly with the west line of said alley 95 feet, to the north line of Bel Place, thence westwardly with the north line of Bel Place 186 feet, to the beginning, consisting of four (4) parcel conveyed to said Joseph A. Warrenfeltz by C.C. Bush and wife by Deed Book 160, page 544 and deed dated March 4, 1946, recorded in said County Clerk's Office in Deed Book 164, page 381, and deed dated March 11, 1949, recorded in said County Clerk's Office in Deed Book 175, page 533. Reference is also made to that certain plat of the aforesaid property in the aforesaid Clerk's Office in Deed Book 235, page 356.

6. 1 LT Coalyard – Miley 03 2A 0010 0000 0000
DB 1110-85

PARCEL SIX: That certain real estate generally known as the "Miley Coal Yard Property" lying on the east side of North George Street and described as beginning at a point in the east line of North George Street 45 feet southward from its intersection with the south line of Valley Place; thence northeastward 25.4 feet to a point which is 20.5 feet eastward of the said east line of North George Street, in

the Miley residence lot south line and 30 feet southward from the said south line of Valley Place, thence with said Miley residence lot line eastwardly and parallel to the said south line of Valley Place 107.5 feet to a point in the west line of the former West Virginia Mill property; thence with the same southwardly 120 feet to the right-of-way line of the Baltimore and Ohio Railroad; thence with the same westwardly 130 feet to said east line of North George Street; thence northwardly with the east line of North George Street 74.5 feet to the point of beginning.

7. 1 LT N George St 03 2A 0009 0000 0000
DB 1110-70

all that certain lot or parcel of real estate, with the improvements and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

All of that certain lot or parcel of real estate, with the easements and rights of way appurtenant thereto, improved by a brick dwelling house, etc., thereon, fronting on the east side of North George Street in Charles Town, Jefferson County, West Virginia, a distance of 45 feet, and running back along the line of Valley Place a distance of approximately 107 feet, more or less, to the west line of the former West Virginia Mills Property (said frontage including an offset fronting 15 feet on said George Street next to the Ebersole Coal Yard property, formerly Miley's) it being part of the same property which was conveyed to C. E. Miley, Sr. and C. P. Miley by deed from T. C. Bowling, et ux., dated December 10, 1913, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 110, Page 89, and being the same real estate conveyed to Roy W. Hooe, Sr., et ux., by deed from Charles Edward Miley, Jr., et ux., et al., dated August 1, 1951, and recorded in the aforesaid Clerk's Office in Deed Book 184, Page 309, and conveyed by Roy E. Hooe, Sr., et ux., by deed to Earl S. Rowe and Charlotte C. Rowe, his wife, dated June 1, 1961, and recorded in the aforesaid Clerk's Office in Deed Book 246, Page 522, to which deed and the references therein contained, reference is made.

8. #1, 2, 3, 4, 5, 6, PT #7 N George St, BLK 65 03 2A 0008 0000 0000
DB 1110-75

all that certain lot or parcel of real estate, with the improvements and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

Fronting on the east side of George Street, bounded on the north by First Avenue and on the south by Valley Place, consisting of all of Lot Nos. 1, 2, 3, 4, 5, 6 and a part of Lot 7 in Block 65 of the Charles Town Mining, Manufacturing and Improvement Company as shown on a plat thereof recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X at Page 1.

9. 1 LT First Avenue BLK 66 03 2 0067 0000 0000
DB 1122-688

all that certain lot or parcel of real estate, with the improvements and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

All that certain lot or parcel of land, improved by a two-story brick dwelling, fronting 61 feet on the south side of First Avenue in Charles Town, Jefferson County, West Virginia, and extending back southwardly of even width 130 feet, more or less, being bounded on the east by a 20-foot alley, and on the south and west by property of Peoples Supply Farm Machinery, Inc., and/or Peoples Supply, Inc., being a portion of Block No. 66 as shown on the plat of the lands of the Charles Town Mining, Manufacturing & Improvement Company, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X, at Page 1, and a part also (the residue after several out-conveyances) of the real estate conveyed to the late C. C. Bush by Forrest W. Brown, et al., Special Commissioners, by deed dated April 11, 1927, and recorded in the aforesaid Clerk's Office in Deed Book No. 128, Page 474. Said C. C. Bush died testate in the year 1952, and by his last will and testament, duly probated and recorded in the aforesaid Clerk's Office in Will Book I, Page 406, devised all of his real estate to his wife, Daisy Wheatly Engle Bush.

Section 2. The City Manager and Mayor are hereby authorized to execute any such deeds or other documents as shall be necessary to implement the provisions of this Ordinance to acquire the subject 2.869 acres.

Section 3. This Ordinance shall be effective from and after the date of its adoption.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-182: Payment of Bills - February 3, 2025

ATTACHMENTS:

- GEN FUND COUNCIL REPORT 2025-02-03.pdf
- PARKS N REC COUNCIL REPORT 2025-02-03.pdf
- CAPITAL RESERVE COUNCIL REPORT 2025-02-03.pdf

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-42 TACTICAL LLC	1/31/25	CTPD & DAY NAME TAPE	GENERAL FUND	POLICE DEPARTMENT	26.00
				TOTAL:	26.00
AMAZON	1/31/25	400 DOOR HANGER BAGS	GENERAL FUND	PLANNING & ZONING	16.66
	1/31/25	CH TOASTER OVEN	GENERAL FUND	CITY HALL	84.99
				TOTAL:	101.65
BOLAND TRANE SERVICES INC	1/31/25	PD HVAC REPAIR 12/05	GENERAL FUND	STREETS & HIGHWAYS	2,360.77
				TOTAL:	2,360.77
BREWER & COMPANY OF WV INC	1/31/25	CWH SPRINKLER INSP	GENERAL FUND	STREETS & HIGHWAYS	467.50
				TOTAL:	467.50
CHARLES TOWN UTILITY BOARD	1/31/25	PD WATER DELIVERY 12/09	GENERAL FUND	POLICE DEPARTMENT	82.93
	1/31/25	PD WATER DELIVERY 1/03	GENERAL FUND	POLICE DEPARTMENT	71.44
				TOTAL:	154.37
CITY OF RANSON	1/31/25	CTR LIGHTS CONTEST WINNER	GENERAL FUND	FAIR ASSOC/FESTIVAL	112.50
				TOTAL:	112.50
CREAMERS AUTO SERVICE CENTER, LLC	1/31/25	CAR#25 TIRE REPAIR	GENERAL FUND	POLICE DEPARTMENT	26.25
	1/31/25	CAR#9 STATE INSPECTION	GENERAL FUND	POLICE DEPARTMENT	18.67
	1/31/25	CAR#2 LIGHT REPAIRS	GENERAL FUND	POLICE DEPARTMENT	30.54
	1/31/25	CAR#27 HEADLIGHTS REPAIR	GENERAL FUND	POLICE DEPARTMENT	2,930.61
	1/31/25	CAR#29 OIL CHANGE	GENERAL FUND	POLICE DEPARTMENT	91.82
	1/31/25	CAR#2 TIRE REPAIR	GENERAL FUND	POLICE DEPARTMENT	500.93
	1/31/25	CAR#4 WV INSP OIL&TIRE SE	GENERAL FUND	POLICE DEPARTMENT	49.12
	1/31/25	CAR#4 WV INSP OIL&TIRE SE	GENERAL FUND	POLICE DEPARTMENT	106.47
	1/31/25	CAR# 21 OIL AND TIRE ROTA	GENERAL FUND	POLICE DEPARTMENT	30.45
	1/31/25	CAR# 21 OIL AND TIRE ROTA	GENERAL FUND	POLICE DEPARTMENT	81.80
				TOTAL:	3,866.66
ENVIRO-TECH PEST SERVICES INC	1/31/25	PD JAN 24 PEST SERV	GENERAL FUND	POLICE DEPARTMENT	76.50
				TOTAL:	76.50
FIRST-CITIZENS BANK & TRUST CO	1/31/25	2ND FLOOR PLOTTER	GENERAL FUND	CITY HALL	506.12
	1/31/25	1ST FLOOR COPIER	GENERAL FUND	CITY HALL	239.68
				TOTAL:	745.80
FRONTIER, INC.	1/31/25	CH ELEVATOR ALARM	GENERAL FUND	CITY HALL	72.39
	1/31/25	PD CC READER LINE	GENERAL FUND	POLICE DEPARTMENT	116.71
	1/31/25	PD ALARM 1/24-2/23/24	GENERAL FUND	POLICE DEPARTMENT	67.21
				TOTAL:	256.31
GRIFFITH ENERGY SERVICES, INC	1/31/25	01/21 CH HTNG OIL DELIVER	GENERAL FUND	CITY HALL	637.81
	1/31/25	REPAIR CH OIL BURNER	GENERAL FUND	STREETS & HIGHWAYS	209.72
				TOTAL:	847.53
JEFFERSON COUNTY EMERGENCY COMMUNICATI	1/31/25	NIGHTHWKS& CRADLPT 7-8/24	GENERAL FUND	POLICE DEPARTMENT	353.36
	1/31/25	NIGHTHWKS& CRADLPT 7-8/24	GENERAL FUND	POLICE DEPARTMENT	537.06
	1/31/25	NIGHTHAWKS&CRADLEPOINT	GENERAL FUND	POLICE DEPARTMENT	353.36
	1/31/25	NIGHTHAWKS&CRADLEPOINT	GENERAL FUND	POLICE DEPARTMENT	221.94
				TOTAL:	1,465.72
JEFFERSON PUBLISHING COMPANY, INC.	1/31/25	SNOW REMOVAL AD	GENERAL FUND	CITY HALL	69.50
				TOTAL:	69.50

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JOHNSON CONTROLS SECURITY SOLUTIONS	1/31/25	RH ALARM	GENERAL FUND	STREETS & HIGHWAYS	385.68
				TOTAL:	385.68
KIMLEY-HORN AND ASSOCIATES, INC.	1/31/25	PLNNNG& SITE REVIEW 12/31	GENERAL FUND	PLANNING & ZONING	1,943.40
				TOTAL:	1,943.40
MARLIN LEASING CORPORATION	1/31/25	JAN 25 PD&CH COPIER RENTA	GENERAL FUND	CITY HALL	515.98
	1/31/25	JAN 25 PD&CH COPIER RENTA	GENERAL FUND	POLICE DEPARTMENT	280.00
				TOTAL:	795.98
MID ATLANTIC ENTRY MD, LLC	1/31/25	MD YARD GATE REPAIRS	GENERAL FUND	STREETS & HIGHWAYS	1,043.75
				TOTAL:	1,043.75
MILLENIUM INSURANCE GROUP INC	1/31/25	FEB 25 INS BROKER FEES	GENERAL FUND	CITY HALL	1,800.00
				TOTAL:	1,800.00
MODERN ART PLATE GLASS	1/31/25	B&O OVERPMNT ACT 1542	GENERAL FUND	TREASURER'S OFFICE	215.00
				TOTAL:	215.00
MOTOROLA SOLUTIONS, INC.	1/31/25	EVIDENCE LIB SOFWR LICENS	GENERAL FUND	POLICE DEPARTMENT	756.17
				TOTAL:	756.17
NAIL IT RIGHT	1/31/25	B&O OVERPMNT ACT 422	GENERAL FUND	TREASURER'S OFFICE	162.21
				TOTAL:	162.21
NV WATERPROOFING LLC	1/31/25	B&O OVERPAYMNT ACT 8356	GENERAL FUND	TREASURER'S OFFICE	433.82
				TOTAL:	433.82
NVA	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	NON-DEPARTMENTAL	144.67
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	ECONOMIC DEVELOPMENT	7.97
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	CITY MANAGER'S OFFICE	7.97
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	TREASURER'S OFFICE	31.88
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	CITY CLERK'S OFFICE	7.97
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	CITY ATTORNEY	7.97
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	ENFORCEMENT AGENCY	7.97
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	BUILDING INSPECTION	7.97
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	PLANNING & ZONING	23.91
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	CITY HALL	7.97
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	POLICE DEPARTMENT	127.52
	1/31/25	FEB 25 VISION PREMIUMS	GENERAL FUND	STREETS & HIGHWAYS	15.94
				TOTAL:	399.71
ORACLE ELEVATOR HOLDCO INC. DEPT# 9901	1/31/25	CWH SEMI ANNL ELEV MAINT	GENERAL FUND	STREETS & HIGHWAYS	930.16
				TOTAL:	930.16
POM INCORPORATED	1/31/25	PK PROGRAMMER SHPPNG COST	GENERAL FUND	PARKING	70.82
	1/31/25	SHIPPING COSTS PK METER	CAPITAL RESERVE	PUBLIC SAFETY	85.29
	1/31/25	SHIPPING COSTS PK METER	CAPITAL RESERVE	PUBLIC SAFETY	92.00
				TOTAL:	248.11
ROBERT E. JONES, M.D.	1/31/25	COWELL PHYSICAL	GENERAL FUND	POLICE DEPARTMENT	120.00
				TOTAL:	120.00
STAPLES ADVANTAGE INC	1/31/25	HIGHLIGHTER& INK CRTRDG	GENERAL FUND	TREASURER'S OFFICE	5.99
	1/31/25	CK CLR CRTRDGS PRINTER	GENERAL FUND	CITY CLERK'S OFFICE	597.58
	1/31/25	HIGHLIGHTER& INK CRTRDG	GENERAL FUND	CITY CLERK'S OFFICE	187.19

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/31/25	CA SHREDDER	GENERAL FUND	CITY ATTORNEY	99.99
	1/31/25	P&Z FOLDERS	GENERAL FUND	PLANNING & ZONING	35.29
	1/31/25	CH FLASH DRIVE	GENERAL FUND	CITY HALL	14.59
	1/31/25	CH FLASH DRIVE	GENERAL FUND	CITY HALL	14.59
				TOTAL:	955.22
STEPHENS TOWING LLC	1/31/25	CAR#19 ACCIDENT TOWING	GENERAL FUND	POLICE DEPARTMENT	244.52
				TOTAL:	244.52
SUPERIOR AUTOBODY LLC	1/31/25	CAR#1 BODY REPAIR	GENERAL FUND	POLICE DEPARTMENT	1,000.00
				TOTAL:	1,000.00
SYMBOLARTS LLC	1/31/25	PD CHALLENGE COINS	GENERAL FUND	POLICE DEPARTMENT	2,985.50
				TOTAL:	2,985.50
T-MOBILE	1/31/25	12/21-1/20 CELL SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	31.99
	1/31/25	12/21-1/20 CELL SERVICE	GENERAL FUND	CITY MANAGER'S OFFICE	42.09
	1/31/25	12/21-1/20 CELL SERVICE	GENERAL FUND	CITY ATTORNEY	17.85
	1/31/25	12/21-1/20 CELL SERVICE	GENERAL FUND	ENFORCEMENT AGENCY	17.85
	1/31/25	12/21-1/20 CELL SERVICE	GENERAL FUND	PLANNING & ZONING	61.45
	1/31/25	12/21-1/20 CELL SERVICE	GENERAL FUND	CITY HALL	32.20
	1/31/25	12/21-1/20 CELL SERVICE	GENERAL FUND	POLICE DEPARTMENT	648.32
	1/31/25	12/21-1/20 CELL SERVICE	GENERAL FUND	STREETS & HIGHWAYS	58.85
				TOTAL:	910.60
T2 SYSTEMS INC	1/31/25	PAPER ROLL FOR PK DEVICE	GENERAL FUND	PARKING	199.54
				TOTAL:	199.54
TYLER TECHNOLOGIES, INC	1/31/25	FRT OFF CARD READERS	GENERAL FUND	TREASURER'S OFFICE	1,221.25-
	1/31/25	FRT OFF CARD READERS	GENERAL FUND	TREASURER'S OFFICE	2,127.00
				TOTAL:	905.75
WASTE MANAGEMENT INC	1/31/25	FEB 25 MD TRASH SERV	GENERAL FUND	STREETS & HIGHWAYS	321.33
				TOTAL:	321.33
WEST VIRGINIA STATE FIRE COMMISSION	1/31/25	C LEWIS CODE INSP LICENSE	GENERAL FUND	ENFORCEMENT AGENCY	75.00
				TOTAL:	75.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========	
001 GENERAL FUND	27,204.97
200 CAPITAL RESERVE	177.29
GRAND TOTAL:	27,382.26

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 1/31/2025 THRU 1/31/2025

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
AC & T CO., INC	1/24/25	JMP PT SERV 1/16	PARKS & REC	PARKS & REC		289.00
					TOTAL:	289.00
POTOMAC EDISON COMPANY, INC	1/27/25	DEC 25 JMP ELEC SERV	PARKS & REC	PARKS & REC		331.93
					TOTAL:	331.93

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

207	PARKS & REC	620.93
	GRAND TOTAL:	620.93

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 03-CT BOARD OF P&R
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 1/24/2025 THRU 1/27/2025

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GREENWAY ENGINEERING, INC.	1/31/25	2ND RFP BID	CAPITAL RESERVE	STREETS & TRANSPORTATI	350.00
				TOTAL:	350.00
POM INCORPORATED	1/31/25	SHIPPING COSTS PK METER	CAPITAL RESERVE	PUBLIC SAFETY	85.29
	1/31/25	SHIPPING COSTS PK METER	CAPITAL RESERVE	PUBLIC SAFETY	92.00
				TOTAL:	177.29

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

200	CAPITAL RESERVE	527.29
	GRAND TOTAL:	527.29

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: 1/31/2025 THRU 1/31/2025

PAYROLL SELECTION

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

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Name
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: 02/03/25
Department: City Council
Category: Appointment
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-109: Oath of Office

ATTACHMENTS:

- Michael Slover Oath 2025.pdf
- Keith Veler Oath - 2025.pdf
- Jessica Derr Oath - 2025.pdf
- Kevin Long Oath - 2025.pdf
- Anita Finklestein Oath 2025.pdf

CITY OF CHARLES TOWN, WEST VIRGINIA
BOARD OF PARKS AND RECREATION COMMISSION
OATH OF OFFICE

I, **MICHAEL SLOVER,** do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws of the City of Charles Town.

I, **MICHAEL SLOVER,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Commissioner for the City of Charles Town Board of Parks and Recreation Commission to the best of my skill, ability, and judgment according to law.

Michael Slover

The above oath was taken and subscribed before the Mayor of Charles Town, on this 21st day of January 2025.

Robert M. Trainor
Mayor

CITY OF CHARLES TOWN, WEST VIRGINIA
BUILDING COMMISSION
OATH OF OFFICE

I, **KEITH VELER,** do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws of the City of Charles Town.

I, **KEITH VELER,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Commissioner for the City of Charles Town Building Commission to the best of my skill, ability, and judgment according to law.

Keith Veler

The above oath was taken and subscribed before the Mayor of Charles Town on this 21st day of January 2025.

Robert M. Trainor
Mayor

CITY OF CHARLES TOWN, WEST VIRGINIA
PLANNING COMMISSION
OATH OF OFFICE

I, **JESSICA DERR,** do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws of the City of Charles Town.

I, **JESSICA DERR,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Commissioner for the City of Charles Town Planning Commission to the best of my skill, ability, and judgment according to law.

Jessica Derr

The above oath was taken and subscribed before the Mayor of Charles Town on this 21st day of January 2025.

Robert M. Trainor
Mayor

CITY OF CHARLES TOWN, WEST VIRGINIA
PLANNING COMMISSION
OATH OF OFFICE

I, **KEVIN LONG,** do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws of the City of Charles Town.

I, **KEVIN LONG,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Commissioner for the City of Charles Town Planning Commission to the best of my skill, ability, and judgment according to law.

Kevin Long

The above oath was taken and subscribed before the Mayor of Charles Town on this 21st day of January 2025.

Robert M. Trainor
Mayor

CITY OF CHARLES TOWN, WEST VIRGINIA
BOARD OF ZONING APPEALS
OATH OF OFFICE

I, **ANITA FINKELSTEIN,** do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws of the City of Charles Town.

I, **ANITA FINKELSTEIN,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Board Member for the City of Charles Town Board of Zoning Appeals to the best of my skill, ability, and judgment according to law.

Anita Finkelstein

The above oath was taken and subscribed before the Mayor of Charles Town, on this 21st day of January 2025.

Robert M. Trainor
Mayor

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-110: Thank you Note from the G.A.P. and the Charles Town Farmer's Market

ATTACHMENTS:

- Thank you note - GAP CTFM.pdf

Mayor Trainor—

Thank you for entertaining & listening to the public comments regarding the 2025 permit & possible relocation of the market. Both GAP & Charles Town Farmers Market were delighted that Council agree that we need ~~month~~ more time AND the City needs a plan. We look forward to collaborating on the future market site!!

GAP	CTFM
Diane	Fiona
Brian	Todd
madison	Joslyn
Rita	Virginie
Virginie	

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-121: Ordinance Committee Report - January 16, 2025

ATTACHMENTS:

- Ordinance Meeting Minutes January 16, 2025.pdf

City of Charles Town Ordinance Committee Report - January 16, 2025

Call to Order:
18:00

Committee Members In Attendance:
Kevin Tester, Julie Philabaum and Andie Sugrue (Remote) Also in attendance: Stephanie Grove

Art 1102: Animals and Fowl

- On hold for now until a broader discussion can be had. I will work over the coming days and weeks to meet with the County and all other municipalities as well as the county Animal Controll to find a way to work together in dealing with the cat colonies.

No Action by Council at this time

Art. 522: PODA, Private Outdoor Designated Areas

- Review line by line the initial PODA Ordinance under consideration
- We made several changes for better clarity and understanding of responsibilities for all involved.
- Added, subtracted and modified several parts of the Ordinance to tighten up language.

No action by Council at this time, look to bring to first meeting in February for the first reading

Recommendation to City Council:

- Will bring forward Outdoor Dining Ordinance for 1st reading.
- Looking to bring PODA back to Council for the first reading on the 1st Meeting in February.

Adjournment:
19:20

Next Meeting:
Thursday, February 20th, 2025 at 18:00

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-122: Legislative Priorities Letter to West Virginia Delegation

ATTACHMENTS:

- 2025 Legislative Session Request Letter - January 30, 2025.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

Via E-mail and U.S. Mail

January 30, 2025

MAYOR
Robert M. Trainor

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

CITY MANAGER
John Nissel

The Honorable Patricia Rucker
Room , Building 1
State Capitol Complex
Charleston, WV 25305
patricia.rucker@wvsenate.gov

The Honorable Jason Barrett
Room , Building 1
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Charleston, WV 25305
Jason.barrett@wvsenate.gov

The Honorable Wayne Clark
Room 216E, Building 1
State Capitol Complex
Charleston, WV 2530
wayne.clark@wvhouse.gov

The Honrable Bill Ridenour
Room 150 R, Building 1
State Capitol Complex
Charleston, WV 25305
Bill.ridenour@wvhouse.gov

The Honorable Chris Anders
Room 476M, Building 1
State Capitol Complex
Charleston, WV 25305
chris.anders@wvhouse.gov

The Honrable Joe Funkhouser
Room 150R, Building 1
State Capitol Complex
Charleston, WV 25305
Joe.funkhouser@wbhouse.gov

Dear Honrable Senators and Delegates:

As you prepare for the upcoming 2025 regular legislative session, Charles Town would like to take this opportunity to introduce our key legislative priorities for the City. We look forward to your invaluable support as we continue to focus on solutions that benefit not only Charles Town but the entire Eastern Panhandle community. The following are key areas where we seek your advocacy and partnership.

Creation of a New Regional Division of Highways District

One of the most impactful issues facing Charles Town and our neighboring cities and counties is transportation infrastructure. The three easternmost counties continue to experience increased demands on its roads due to continued population growth and residential development. To that end, a strong partnership with the West Virginia Department of Transportation and our Local Department of Highways officials is critical. Unfortunately, the current structure of District 5, the district that serves the entirety of the Eastern Panhandle, negatively impacts that partnership. The current district is comprised of a large swath of seven counties with differing needs. To improve our partnership, the City advocates for the creation of an additional district to be comprised of Jefferson, Berkeley, and Morgan counties. We believe that the similar needs of these three counties in addition to closer proximity to local officials

will foster better communication, creating a partnership that is responsive to the unique infrastructure needs of a growing area.

West Virginia Employee Retention Issues

1) Locality Pay

Locality pay for the Eastern Panhandle Counties is essential to ensure that the area continues to receive adequate state services. As you are aware, employee retention in offices providing key services like public safety and education is challenging in the Panhandle due to our neighboring areas offering higher wages and better benefits. We struggle to attract and retain teachers, social workers, and police officers to name a few. Our proximity to locations like Loudoun County, VA, one of the most prosperous counties in the nation, creates not only the opportunity to earn higher wages but also an increased cost of living for our residents here. Simply put, state workers cannot afford to live in the area when earning wages based upon the cost of living in the rest of the state, which is significantly lower than the three counties in the Eastern Panhandle. In fact, the Federal Government has recognized the increased cost of living in this area and includes Berkeley, Morgan, and Jefferson counties in the Washington DC Metropolitan Statistical Area (MSA), one of the highest locality pay areas in the country. The Federal inclusion of Jefferson County in this MSA not only provides a useful tool for determining locality pay rates but also provides clear, objective evidence that the area's cost of living exceeds that of the majority of the state.

2) Stabilization of Public Employee Insurance Agency (PEIA)

The City also requests that the legislature take action to stabilize PEIA health insurance to avoid unanticipated double digit premium increases. As you are aware, PEIA experienced a sixteen percent rate increase in one year. These recent PEIA increases have a further negative impact on both the City's and surrounding local governments' ability to retain qualified staff. The practical effect is to reduce an employee's take home pay, which as discussed is already artificially low for state workers in this area.

Additionally, as premiums increase, PEIA becomes less of a value when considering the level of benefits provided. Most plans require 20% co-insurance on all procedures. As the premiums increase, PEIA loses its competitive advantage among more expensive plans that provide broader coverage options. This decrease in value results in less competitive employment benefits when compared with our neighboring localities and states, again making it more difficult to attract and retain employees.

Municipal Police Officer Public Employee Retirement System I (PERS I) Reform

The Charles Town Police Department still employes seven (7) police officers who remain in the PERS I retirement system. Those officers do not have the same enhanced benefits as officers in the Municipal Police and Firefighters Retirement System (MPFRS), which system offers more generous retirement entitlements in recognition of the increased hazards and stresses these employees experience as a result of their daily job duties in public safety. To ensure that our seven officers who remain in PERS I are provided with the same level of benefits, in recognition of the important and difficult work they do for our community, the Council requests that those seven officers be provided the opportunity to move into the MPFSR retirement system, similar to the 2024 bills that allowed dispatchers and firefighters to join their respective systems without cost to

the employees. As an alternative, the City would request that the PERS Tier I requirements for officers be revised to mirror the benefits of the MPFRS retirement to include the following:

1) increase the multiplier for retirement benefits; 2) reduce the age and years of service requirement from the Rule of 80 to the Rule of 70; and 3) increase the disability benefit at any age and service to ninety percent.

In closing, I would like to thank you for our continued support of Charles Town. We believe that through collaboration, we can continue to build a stronger more vibrant community for all of our residents. The City looks forward to discussing these priorities with you further and working together to achieve meaningful legislation that will positively impact Charles Town and its residents.

Sincerely,

Robert M. Trainor
Mayor

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-138: B&O Enforcement Process

ATTACHMENTS:

- Enforcement Chart.pdf

B&O ENFORCEMENT PROCESS

Filing 1	•Business files license and begins to operate
Filing 2	•Business files Bi-annual returns of gross receipts and pays taxes due. **§745.19**
Issue 1	•Treasurer's Office reviews returns for compliance and review indicates that return is or may be inaccurate. The Treasurer is responsible for administering the B&O article and may promulgate polciies for enforcement. **§745.18**
Issue 2	•Business failed to either apply for a business license at all or failed to file a return.
Voluntary Compliance 1	•Treasurer's Office attempts to achieve voluntary compliance by reaching out to businesses.
Voluntary Compliance 2	•Treasurer's Office sends warning letter #1, indicating that taxes are due. 30 days to respond
Voluntary Compliance 3	•Treasurer's Office sends warning letter #2 outlining City's options to acheive compliance. 30 days to respond
Voluntary Compliance 4	•Treasurer's Office sends warning letter #3, outlining potential penalties and subpoenas business's tax records. 30 days to respond
Enforcement 1	•Treasurer's Office assesses B&O based upon records received from subpeona. **§745.23**
Enforcement 2	•If taxpayer does not appeal assessment within 30 days, the assessment is deemed final, and the City may file a lien or attempt to enforce the judgment in Circuit Court. **§745.24-25**
Appeal	•Taxpayer has the right to appeal an assessment within 30 days to the Finance Committee. **§745.25**
Appeal 2	•Finance Commitee conducts hearing within 90 days of appeal. An appeal may be taken to Circuit Court within 30 days of the Finance Committee's written decision. **§745.26**