

CHARLESTON CITY COUNCIL

Regular Meeting
December 17, 2018
at 7:00 PM



Council Chamber, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. Claims for 12-17-18

COMMUNICATIONS

1. An award by the Charleston Area Tennis Association recognizing the quality of the improvements at the Schoenbaum Tennis Courts

MISCELLANEOUS RESOLUTIONS

PUBLIC HEARINGS

REPORTS OF STANDING COMMITTEES

PLANNING

1. Bill No. 7794 - Exchanging and conveying a portion of the fee or right-of-way of the City of Charleston on the southwestern side of Quarrier Street at the intersection with Summers Street to the Kanawha County Public Library in exchange for the conveyance of a portion of the fee or right-of-way of the Kanawha County Public Library on the southeastern side of Summers Street at the intersection with Quarrier Street to the City of Charleston for governmental purposes in connection with the Skybridge access to the Library building from the City Parking Garage. (referred to Finance)
2. Resolution No. 147-18 - Granting Kanawha County Public Library an Easement for use of air rights over Quarrier Street to construct and connect a Skybridge for pedestrian foot traffic between the building owned by Kanawha County Public Library, on the West side of Quarrier Street and the South side of Capitol Street, and the City's Municipal Parking Garage No. 6 on the East side of Quarrier Street in the City of Charleston, West Virginia. (referred to Finance).

FINANCE

1. Resolution No. 148-18 - Authorizing Additional Fee Proposal with Stantec for engineering services related to Bridge Inspection and Rehabilitation for the South Side Bridge.
2. Resolution No. 149-18 - Authorizing Budget Amendment No. 5—Fiscal Year 2018-2019 (General Fund)
3. Resolution No. 150-18- Approval of Appalachia HIDTA Sub award Recipient Agreement to Provide Resources for MDENT.
4. Resolution No. 147-18- Granting Kanawha County Public Library an Easement for use of air rights over Quarrier Street to construct and connect a skybridge for pedestrian foot traffic between the building owned by Kanawha County Public Library, on the West side of Quarrier Street and the South side of Capitol Street, and the City's Municipal Parking Garage No. 6 on the East side of Quarrier Street in the City of Charleston, West Virginia.
5. Bill No. 7794 - Exchanging and conveying a portion of the fee or right-of-way of the City of Charleston on the southwestern side of Quarrier Street at the intersection with Summers Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia to the Kanawha County Public Library in exchange for the conveyance of a portion of the fee or right-of-way of the Kanawha County Public Library on the southeastern side of Summers Street at the intersection with Quarrier Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia to the City of Charleston for governmental purposes in connection with the Skybridge access to the Library building from the City Parking Garage.
6. Purchase of One (1) Packer Truck for the Refuse & Recycling Department
7. Purchase of One (1) Tree Truck for the Public Grounds Department
8. Purchase of One (1) Shop Truck for the Equipment Maintenance Department
9. Purchase of One (1) Blacktop Roller for the Street Department
10. Purchase of Three (3) Leaf Loaders for the Street Department
11. Purchase of Five (5) Dump Trucks for the Street Department

REPORTS OF OFFICERS

1. Municipal Court Report to City Council Month Ending November 2018.
2. City Treasurer's Report to City Council Month Ending November 30, 2018.

NEW BILLS

1. Bill No. 7800 - A Bill to establish a No Parking Tow-Away zone on both sides of Sunset Drive from the intersection of South Drive to a point 650 feet to the northwest.

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

ROLL CALL

ADJOURNMENT

**THE NEXT REGULAR MEETING OF COUNCIL WILL BE
<< DATE >> at 7:00 p.m.**

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**



AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

MARVIN MANN, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 7 FITZGERALD ST, CHARLESTON

Telephone Number: (304) 345-5962

and that on the 7 day of NOVEMBER 2017/2018, at approximately 9:00 am/pm
in the City of Charleston, West Virginia, he/she sustained

TRASH TRUCK RAN OVER MY WALL, BREAKING
THE CONCRETE WHEN COMING OUT OF THE ALLEY NEXT TO
MY HOUSE Nature Of Injury And/Or Damage

As A Result Of:

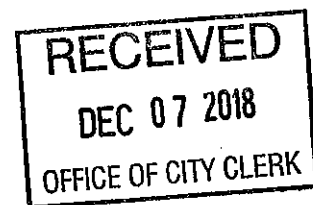
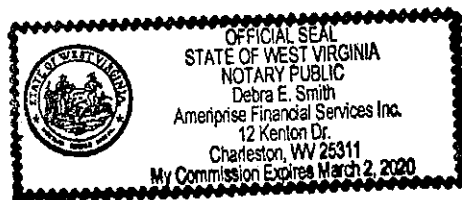
(SEE ABOVE)

As a result of which accident the Claimant, MARVIN MANN, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Marvin Mann
Signature of Claimant

Taken, subscribed and sworn to before me this 3 day of December, 2018.
My commission expires march 2, 2020.

Debra E. Smith
Notary Public





PLANNING COMMITTEE REPORT

Chairperson, Mary Jean Davis

To: JB Akers, City Clerk

From: Council's Committee on Planning

Date: December 3, 2018

Subject: Bill No. 7794

Your Committee on Planning had under consideration Bill No. 7794 attached hereto and made a part thereof.

Your Committee finds the following:

1. Closure of the portion of right-of-way will not disrupt the existing pattern of streets or negatively impact traffic flow;
2. The area to be gained on Summers Street will ensure continued safe pedestrian flow along this street with preservation of the sidewalk;
3. Legal access provided by city rights-of-way will not be adversely affected;
4. Closing the right-of-way along Quarrier Street will allow for the improvement of a critical public institution;
5. The proposal includes the trade of property to the City that exceeds the size and value of the property to be conveyed away;

and reports the same to Council with the recommendation that the Bill No. 7794 do pass.

Jack E. Harvick
Andy L. Warr
Sharon C. Cepuley
Mary Jean Davis
Chairman
Andy Richardson
Susan F. Salisbury
Bobby Hearn
Nancy B. Hearn

Bill No. 7794

Introduced in Council:

Passed by Council:

October 1, 2018

Introduced by:

**Mary Beth Hoover, Mary Jean
Davis, Jack Harrison, Bobby Haas,
Andy Richardson, Mary Beth
Hoover, Jerry Ware, Susie
Salisbury, Becky Ceperley,
Courtney Persinger**

Referred to:

**Planning Committee
Finance Committee
Municipal Planning Commission**

Bill No. 7794: Exchanging and conveying a portion of the fee or right-of-way of the City of Charleston on the southwestern side of Quarrier Street at the intersection with Summers Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia to the Kanawha County Public Library in exchange for the conveyance of a portion of the fee or right-of-way of the Kanawha County Public Library on the southeastern side of Summers Street at the intersection with Quarrier Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia to the City of Charleston for governmental purposes in connection with the Skybridge access to the Library building from the City Parking Garage.

Be it Ordained by the City Council of the City of Charleston, West Virginia:

1. There is pending or has been granted an ordinance or resolution of the City Council of the City of Charleston authorizing a certain Skybridge access between the public library building owned by Kanawha County Public Library on Quarrier Street and Capitol Street and the City of Charleston's parking garage designated as Parking Garage No. 6 on the East side of Quarrier Street, the Skybridge being specifically found to be in the best interests of the residents and visitors to the City of Charleston. In connection with the construction of such Skybridge, it has been determined that it is necessary for the Kanawha County Public Library, a West Virginia public corporation and West Virginia governmental authority, to acquire a certain portion of the fee or right-of-way possessed by the City of Charleston on the southwestern side of Quarrier Street at the intersection with Summers Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia (the "Quarrier Parcel"). It has also been determined that in connection with the construction of such Skybridge and for the proper management and maintenance of the streets and sidewalks in the City of Charleston that the City should acquire a certain portion of the fee or right-of-way possessed by the Kanawha County Public Library on the southeastern side of Summers Street at the intersection with Quarrier Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia (the "Summers Parcel").

2. It is in the best interests of the City of Charleston to exchange and convey the Quarrier Parcel to the Kanawha County Public Library for proper public and governmental purposes and for the City of Charleston to accept and receive in exchange a conveyance of the Summers Parcel from the Kanawha County Public Library for proper public and governmental purposes.

3. Accordingly, the Mayor of the City of Charleston be, and is hereby authorized and directed, upon advice and assistance of the City Attorney, to EXECUTE, ACKNOWLEDGE, AND DELIVER a proper deed conveying to Kanawha County Public Library all of its right, title and interest in and to that certain tract or parcel of land on the southwestern side of Quarrier Street at the intersection with Summers Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia, which is more particularly bounded and described as follows:

Commencing at a Mag Nail Set at the southerly right of way intersection of Summers Street and Quarrier Street, common corner to a 951.0 square foot exchange parcel;

Thence with the southerly right of way line of Quarrier Street S42°01'53"E 11.23' to a Mag Nail Set and the true Point Of Beginning;

Thence with three new lines:

N46°58'42"E 10.20' to a Mag Nail Set;

S42°01'53"E 34.86' to a Mag Nail Set;

S45°47'59"W 10.21' to a Mag Nail Set in the southerly line of Quarrier Street;

Thence with said Quarrier Street N42°01'53"W 35.07' to the Place Of Beginning, Containing 356.6 square feet, more or less, as surveyed by Terradon Corporation and shown on the "Exhibit Map Property Exchange Parcel" dated September 10, 2018 prepared by Robert F. Thaw, P.L.S. No. 965.

4. The remainder of the Quarrier Street right-of-way of the City of Charleston will remain a public right-of-way and shall be unaffected.

5. The Mayor of the City of Charleston be, and is hereby authorized and directed, upon advice and assistance of the City Attorney, to ACCEPT AND RECEIVE from Kanawha County Public Library a proper deed conveying to the City of Charleston all of its right, title and interest in and to that certain tract or parcel of land on the southeastern side of Summers Street at the intersection with Quarrier Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia, which is more particularly bounded and described as follows:

Beginning at a Mag Nail Set at the southerly right of way intersection of Summers Street and Quarrier Street;

74 Thence leaving Summers Street, with the existing right of way line of Quarrier Street
75 S42°01'53"E 8.00' to a Mag Nail Set;

76
77 Thence leaving Quarrier Street and with a new line through the lands of Kanawha County
78 Public Library S47°17'47"W 118.85' to a Mag Nail Set in the line of Midwinter Investment
79 Group LLC (DB 2575 Pg: 327;

80
81 Thence with the common line of Midwinter Investment Group LLC N42°19'37"W 8.00' to a
82 Mag Nail Set in the southeasterly right of way line of Summers Street;

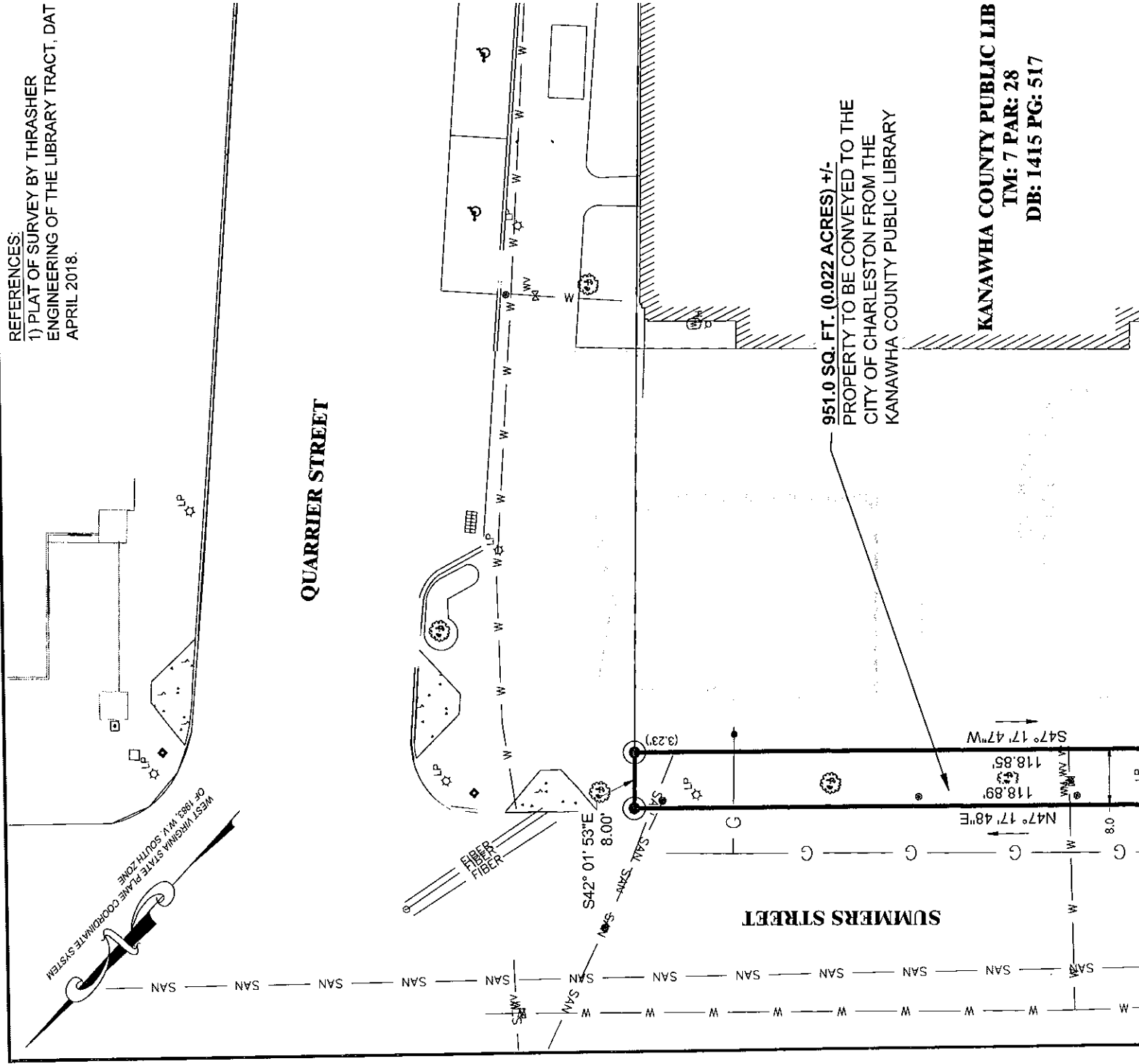
83
84 Thence with said Summers Street N47°17'48"E 118.89' to the Place Of Beginning,
85 Containing 951.0 square feet, or 0.022 acres, more or less, as surveyed by Terradon
86 Corporation and shown on the "Exhibit Map Property Exchange Parcel" dated September
87 10, 2018 prepared by Robert F. Thaw, P.L.S. No. 965.

88
89 6. The conveyance hereby made is an exchange of real estate by the City of Charleston for
90 other real estate of the Kanawha County Public Library and is done for public and governmental
91 purposes and for equivalent value, and accordingly no monetary consideration is necessary or is
92 paid or received for the exchange of parcels of real estate hereby authorized and made.

93
94 7. All prior ordinances or parts of ordinances inconsistent with this ordinance are hereby
95 repealed to the extent of such inconsistency.

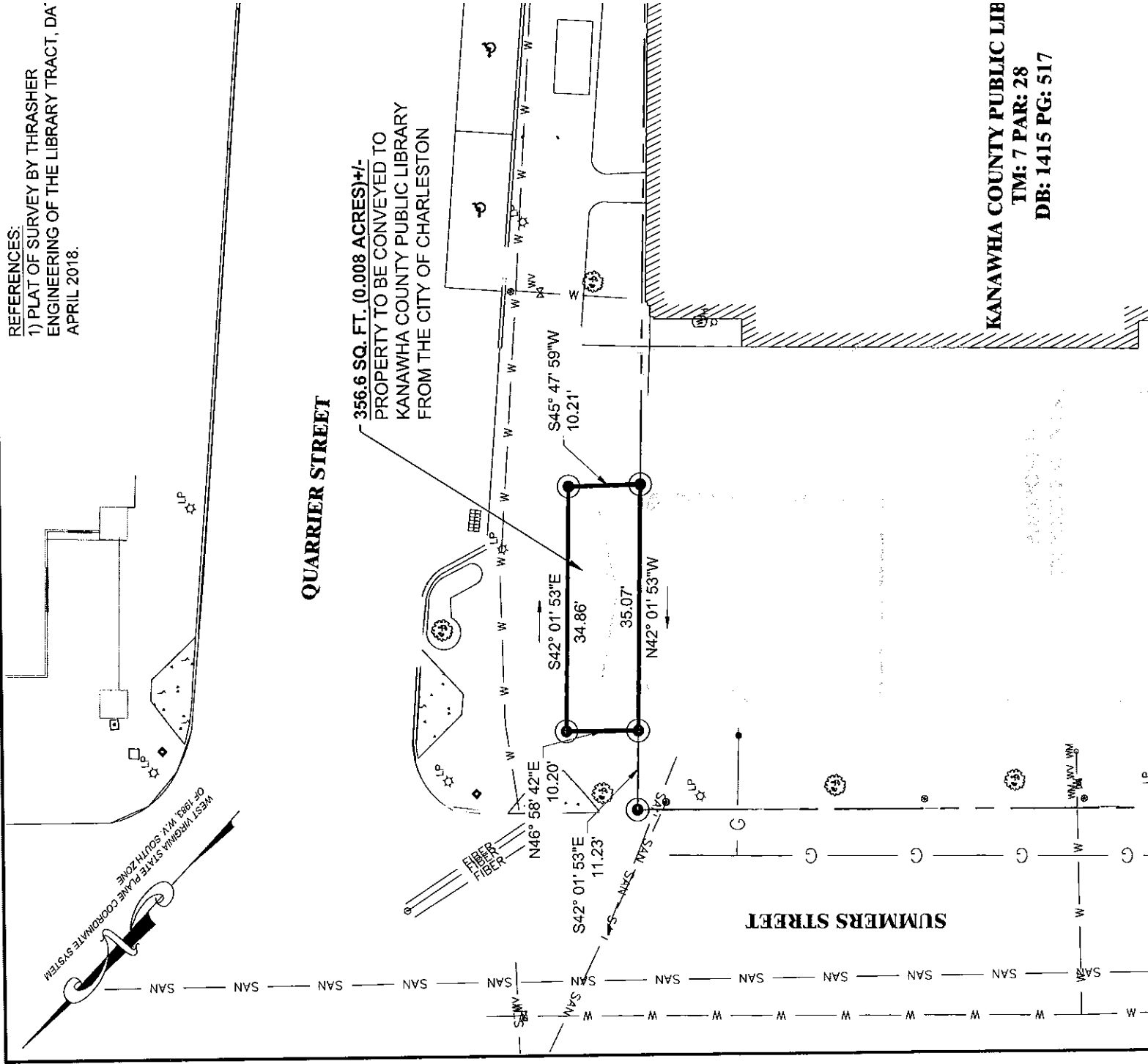
REFERENCES:

1) PLAT OF SURVEY BY THRASHER
ENGINEERING OF THE LIBRARY TRACT, DAT
APRIL 2018.



KANAWHA COUNTY PUBLIC LIB
TM: 7 PAR: 28
DB: 1415 PG: 517

REFERENCES:
1) PLAT OF SURVEY BY THRASHER
ENGINEERING OF THE LIBRARY TRACT, DA
APRIL 2018.





SILLING
ARCHITECTS

HBM
ARCHITECTS
INTERIOR DESIGNERS



PLANNING COMMITTEE REPORT

Chairperson, Mary Jean Davis

To: JB Akers, City Clerk

From: Council's Committee on Planning

Date: December 3, 2018

Subject: Resolution No. 147-18

Your Committee on Planning had under consideration Resolution No. 147-18 attached hereto and made a part thereof..

Your Committee finds the following:

1. Conveyance of air right will not impede or disrupt vehicular or pedestrian flow along Quarrier Street;
2. Legal access provided by city rights-of-way will not be adversely affected;
3. Conveyance of air right will allow for the improvement of a critical public institution within the downtown core;

and reports the same to Council with the recommendation that the Resolution No. 147-18 do pass.

Jack E. Harrison
Gerry L. Ware
Blair C. Cepceley

Mary Jean Davis
Chairman

Andy Richardson
Lucy F. Salisbery

Bobby Haas
Mamie Bete Haas

Resolution No. 147-18

Introduced in Council:

Adopted by Council:

December 17, 2018

_____, 2018

Introduced by:

Referred to:

Mary Jean Davis

Municipal Planning Commission

Jack Harrison

Council Committee on Planning

Bobby Haas

Council Committee on Finance

1 Andy Richardson

2 Mary Beth Hoover

3 Jerry Ware

4 Susie Salisbury

5 Becky Ceperley

6 Courtney Persinger

7
8 **Resolution No. 147-18—Granting Kanawha County Public Library an Easement for**
9 **use of air rights over Quarrier Street to construct and connect a skybridge for pedestrian**
10 **foot traffic between the building owned by Kanawha County Public Library, on the West**
11 **side of Quarrier Street and the South side of Capitol Street, and the City’s Municipal**
12 **Parking Garage No. 6 on the East side of Quarrier Street in the City of Charleston, West**
13 **Virginia.**

14
15 WHEREAS, a connecting skybridge access between the public library building owned by
16 Kanawha County Public Library on Quarrier Street and Capitol Street and the City of
17 Charleston’s parking garage designated as Parking Garage No. 6 on the East side of Quarrier
18 Street is in the best interests of the residents and visitors to the City of Charleston (the “City”) in
19 order to connect the Library’s building with the City’s parking garage which will promote the
20 safety and welfare of pedestrians and motorists while in the vicinity of Quarrier Street; and

21
22 WHEREAS, it is considered by Council that granting the easement for the use of air
23 rights over Quarrier Street and the right to use City property to attach a skybridge to the Parking
24 Garage No. 6 is reasonable and necessary and that the interests of the City and its citizens will be
25 promoted by the granting of the same,

26
27 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
28 **CHARLESTON, WEST VIRGINIA**

29
30 (1) That Kanawha County Public Library, and its successors or assigns, is hereby
31 granted an easement for the use of air rights over Quarrier Street for the purpose of constructing,
32 operating, maintaining, repairing, and replacing a skybridge for pedestrian foot traffic between
33 the building owned by Kanawha County Public Library on the West side of Quarrier Street and
34 the City’s Parking Garage No. 6 on the East side of Quarrier Street, Charleston, West Virginia,

35 with the design, engineer and construct of the skybridge to be in compliance with all local and
36 state building codes and in accordance with plans, drawings and specifications subject to
37 approval by the City Engineer. A computer-generated rendering is attached hereto as Exhibit A.
38 The easement for the use of the air rights is further defined to be a minimum of 17 feet and a
39 maximum of 45 feet above said Quarrier Street, and a minimum of 14 feet and a maximum of 17
40 feet wide;

41
42 (2) That the Kanawha County Public Library is further granted an easement to use so
43 much of the City's property to enable Kanawha County Public Library to attach the skybridge
44 for pedestrian foot traffic to the City's Parking Garage No. 6, subject to the obligations and
45 restrictions as the City Engineer may impose on the design and construction of the said
46 skybridge;

47 (3) That the City shall have the right to inspect the skybridge during and after its
48 construction and at the City's reasonable discretion for so long as the skybridge exists. Any such
49 inspection shall be made by qualified personnel to confirm that it is structurally sound and safe
50 for pedestrian foot traffic and for motorists and pedestrians on the street and the sidewalk under
51 and near the skybridge in accordance with the requirements of the American Association of State
52 Highway and Transportation Officials (AASHTO). The Library shall reimburse the City for the
53 reasonable cost of such inspections. The Library shall provide the City with copies of any and all
54 inspection reports on the skybridge obtained on behalf of the Library;

55
56 (4) That the easement is granted upon the express condition and limitation that,
57 except in the case of repairs or replacement, in the event that the skybridge ceases to be used as
58 an appurtenance to the Library building at 123 Capitol Street, or ceases to comply with all
59 applicable State and City laws and regulations, or becomes unsafe and the Library or any
60 successor owner fails after notice to make necessary repairs, the easement shall terminate and be
61 of no further force or effect, and the Library shall, upon receiving written notice from the City, at
62 the Library's expense, remove the skybridge and any and all other improvements or connections
63 of the Library to the City's property;

64
65 (5) That in the event the City should have a substantial and compelling public need
66 for the easement conveyed or the property affected by the easement, the City shall have the right
67 to terminate the easement, in which case the City shall at its expense remove the skybridge and
68 any and all other improvements or connections of the Library to the City's property and shall pay
69 to the Library the depreciated value of such skybridge and any other improvements or
70 connections;

71
72 (6) That the Library shall maintain general liability insurance in the amount of not
73 less than \$1,000,000.00 covering use of the skybridge and the easement and which shall name
74 the City as additional insured. All applicable insurance policies shall provide primary coverage,
75 shall reflect that the Library is responsible for any and all deductibles, and shall otherwise be in
76 such form and with such endorsements and riders as the City shall reasonably require;

77
78 (7) That as between the Library and the City, the Library shall be responsible for any
79 and all suits, claims, liability, losses, liens and demands, fines, costs, criminal and civil

penalties, causes of action or any other obligations arising out of or in any manner connected with the construction, operation, use, maintenance, repair or replacement of the skybridge, including (without limitations) liability involving bodily injury, death, property damage or any violation or alleged violation of any Federal, State or local law or regulation, except for any liability or damages due to the willful or intentional unlawful acts or negligence of the City, its employees, agents, or contractors;

(8) That in the event of damage to any property of the City, the Library shall promptly repair said damage at the Library's expense and to the City's reasonable satisfaction;

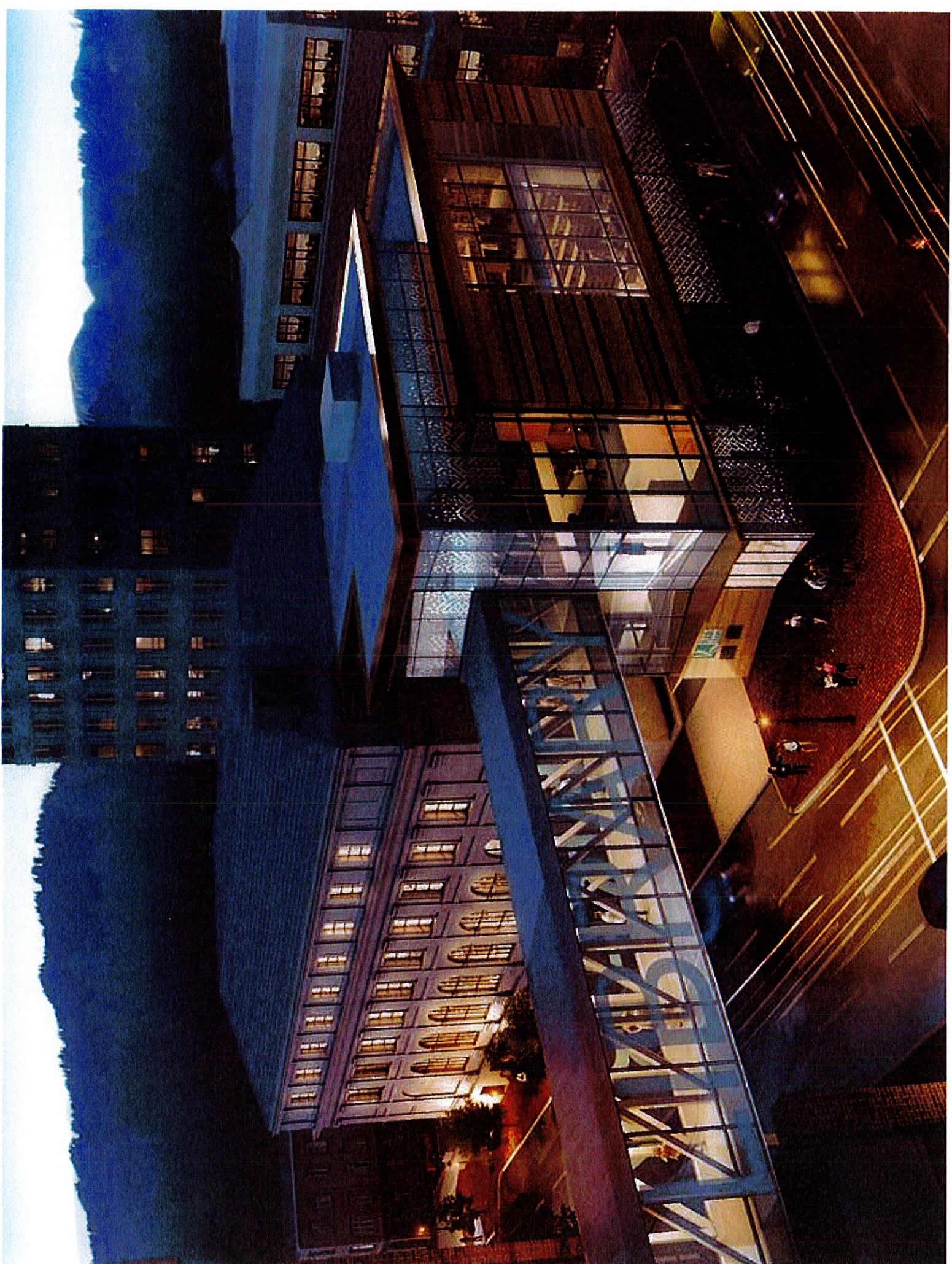
(9) That the City's conveyance of the easement is for the benefit of the public and is authorized by W.Va. Code §1-5-3; and

(10) Therefore, upon review and approval by legal counsel for the City, and the City Engineer, the Mayor of the City of Charleston is hereby authorized and directed to execute a Deed granting an easement for the use of air rights and the right to use so much of the City's property as is reasonably necessary to attach the skybridge to the City's Parking Garage No. 6, subject to and conditioned upon the Kanawha County Public Library, and its lessees, successors or assigns' compliance with this Resolution, to be memorialized in a written agreement between the City and the Library.

Danny Jones, Mayor

Attest:

City Clerk



Resolution No. 148-18

Introduced in Council

Passed by Council

December 17, 2018

Introduced by
Robert Reishman

Referred from
Finance Committee

1 Resolution No. 148-18: Authorizing the City Manager to execute Change Order #2
2 with Stantec Consulting Services, Inc., in the amount of \$ 13,847.50 for additions to the
3 base contract as listed attached hereto, for engineering services related to Bridge
4 Inspection and Rehabilitation for the South Side Bridge. This change order increases the
5 contract price from \$128,014.00 to 141,861.50.

6

7 Be it Resolved by the Council of the City of Charleston, West Virginia:

8

9 That the City Manager is hereby authorized and directed to execute Change Order #2
10 with Stantec Consulting Services, Inc., in the amount of \$ 13,847.50 for additions to the
11 base contract as listed attached hereto, for engineering services related to Bridge
12 Inspection and Rehabilitation for the South Side Bridge. This change order increases the
13 contract price from \$128,014.00 to 141,861.50.



Stantec Consulting Services Inc.
400 Allen Drive Suite 400 Charleston WV 25302-3947

December 7, 2018

Attention: Mr. Chris Knox, PE
City Engineer
City of Charleston, WV

Dear Mr. Knox,

**Reference: Notice of Out of Scope Work and additional Fee Proposal for City of Charleston
Engineering Services related to the South Side Bridge Rehabilitation**

The availability of funds from the WVDOH to supplement the City of Charleston funding of the South Side Bridge Rehabilitation effort has resulted in an increased involvement of the WVDOH in the review, planning and bidding, and construction inspection of the Rehabilitation project. This increased involvement was not anticipated nor accounted for in the fee proposal process.

Stantec Consulting Services Inc. (Stantec) has, as a result of the increased involvement, incurred additional costs due to an additional review, additional review meeting and subsequent additional revisions to plans and special provisions and bid documents which were not part of the original scope of work. The increased WVDOH involvement has also created additional agency coordination, which has resulted in an increased effort not previously included in the scope of services.

The increased involvement has also delayed the project which results in a slight increase in project management, invoicing, project oversight.

Fee Increase

The bridge inspection, design and preparation of contract plans, and related documents requires a team of engineering professionals and technical support staff. **Stantec** proposes to perform the work described in this document in the manner described. For this project, **Stantec** proposes to use a **Lump Sum** format. Payment for this task can be added to the existing contract for Engineering Services related to the South Side Bridge as an addendum or set up as a separate contract.

The lump sum fee for the inspection, repair plans and related services is:

The overall impact of the out of scope work has resulted in:

Additional labor (98 hrs)	\$13,447.00
Additional direct expenses (travel)	\$400.50
Total additional expense	\$13,847.50

Design with community in mind



December 7, 2018

page 2 of 2

Reference: Notice of Out of Scope Work and additional Fee Proposal for City of Charleston Engineering Services related to the South Side Bridge Rehabilitation

Stantec anticipates that the increased involvement will also create additional work during the construction inspections services related to the materials reporting required by the WVDOH. These services are not a part of the current contract with The City. We will provide an updated fee proposal for those services prior to the construction contract award.

We are available to discuss individual items in more detail. Feel free to contact me if you need additional information.

Regards,

STANTEC CONSULTING SERVICES INC.

Michael Perry
Transportation Manager
Phone: (304)343-0222
Fax: (304) 367-9403
Michael.Perry@stantec.com

cc. file

Resolution No. 149-18

Introduced in Council

Passed by Council

December 17, 2018

Introduced by
Robert Reishman

Referred from
Finance Committee

- 1 Resolution No. 149-18: Authorizing approval of Amendment No. 5 in the FY 2018-
2 2019 General Fund Budget as indicated on the attached list of accounts.
3
4 Be it Resolved by the Council of the City of Charleston, West Virginia:
5
6 That the approval of Amendment No. 5 in the FY 2018- 2019 General Fund Budget as
7 indicated on the attached list of accounts.

General Fund FY 2018-2019 Budget Amendment No. 5 - December 17, 2018

Account No.	Department	Account Description	Amount
001 381 00 0000	Revenue	Reimbursement	(10,800)
001 381 01 0000	Revenue	Reimbursements - Police Wages	(20,000)
001 381 04 0000	Revenue	Reimbursements - Fire Wages	(9,500)
001 700 00 000 2 230	Police - Uniformed	Contract Services	10,800
001 700 00 000 1 103	Police - Uniformed	Wages & Salaries	20,000
001 706 00 000 1 103	Fire - Uniformed	Wages & Salaries	9,500

Recognize costs and reimbursements for hours associated with the Quick Response Team (QRT)

001 700 00 000 1 103	Police - Uniformed	Wages & Salaries	3,500
001 381 01 0000	Revenue	Reimbursements - Police Wages	(3,500)

To adjust HIDTA allocation for overtime for Charleston officers assigned to MDENT and to recognize the reimbursement.

001 706 00 000 2 213	Fire - Uniformed	Utilities	(24,000)
001 706 00 000 3 345	Fire - Uniformed	Uniforms & Equipment	24,000

To provide tactical medical gear for three Medics assigned to the Police S.W.A.T. team.

Resolution No. 150-18

Introduced in Council

Passed by Council

December 17, 2018

Introduced by
Robert Reishman

Referred from
Finance Committee

1 Resolution No. 150 -17- Authorizing the Mayor and Chief of Police to execute and enter
2 into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking
3 Area ("HIDTA") for funds from the United States Office of National Drug Control Policy
4 ("ONDCP") in the total amount of \$156,000 to be awarded to the Metro Drug
5 Enforcement Network Team ("MDENT"). The 2018 calendar year funds are designated
6 for purchase of evidence and information (\$20,000); seven (7) full-time officers at
7 \$18,000 each (\$126,000); and overtime for four (4) part-time interdiction officers at
8 \$2,500 each (\$10,000).

9

10 Be it Resolved by the Council of the City of Charleston, West Virginia:

11

12 That the Mayor and Chief of Police are hereby authorized and directed to execute and
13 enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug
14 Trafficking Area ("HIDTA") for funds from the United States Office of National Drug
15 Control Policy ("ONDCP") in the total amount of \$156,000 to be awarded to the Metro
16 Drug Enforcement Network Team ("MDENT"). The 2018 calendar year funds are
17 designated for purchase of evidence and information (\$20,000); seven (7) full-time
18 officers at \$18,000 each (\$126,000); and overtime for four (4) part-time interdiction
19 officers at \$2,500 each (\$10,000).

20



December 1, 2018

Steve Cooper
Charleston Police Department
P.O. Box 2749
Charleston, WV 25330

Dear Mr. Cooper:

We are pleased to inform you that the CY 2019 Appalachia HIDTA Subaward Agreement is ready for your review and signature.

The original Subaward Agreement for CY 2019 and the subaward conditions are enclosed. By accepting this subaward, you assume the administrative and financial responsibilities outlined in the enclosed Subaward Conditions. Should your organization not adhere to these terms and conditions, Appalachia HIDTA may terminate the grant for cause or take other administrative action.

Also enclosed you will find a copy of your agency's CY 2019 HIDTA budget and information regarding the AHIDTA Reimbursement Form LC-07.

If you accept this subaward, please sign both the Subaward Agreement and the Subaward Conditions and return to:

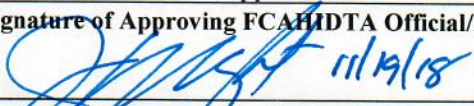
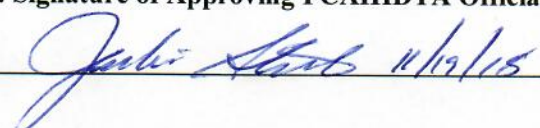
Finance Department
Appalachia HIDTA
400 South Main Street, 3rd Floor
London, KY 40741

If you have questions, please feel free to call. Remember that we are always here to assist you and we look forward to working with your agency.

Sincerely,

Vic Brown, Director
Appalachia HIDTA

Encl.

Financial Commission for Appalachia HIDTA (FCAHIDTA)		Subaward Agreement	
1. Recipient Name and Address: Charleston Police Department P.O. Box 2749 Charleston, WV 25330		7. Federal Award Project Description: <i>This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Appalachia HIDTA and approved by the Office of National Drug Control Policy.</i>	
2. Subrecipient DUNS number (If this number is not correct, please make pencil changes before returning this agreement. If no number is listed in the box below, please provide your agency DUNS number when returning this signed document). 068128198 (DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. A non-Federal entity is required to have a DUNS number in order to apply for, receive, and report on a Federal award. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).		8. Federal Award/Subaward Number (FAIN): G19AP0001A	9. Federal Award Date: January 1, 2019
3. Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program		10. Subaward period of Performance: From: 01/01/2019 to 12/31/2019	
4. Federal Awarding Agency: Office of National Drug Control Policy		11. Pass-through entity name: Laurel County Fiscal Court	
5. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program – 95.001</i>		12. Pass-through entity contact information: Jodi Albright, Commissioner 400 South Main Street, 3 rd Floor London, KY 40741	
6. Award Type: B-Projects		13. Indirect Cost Rate: \$0.00	
		14. R&D Award: No	
FCAHIDTA APPROVAL		RECIPIENT ACCEPTANCE	
15a. Typed Name and Title of Approving Official: Jodi Albright Commissioner Financial Commission for Appalachia HIDTA		17a. Typed Name and Title of Authorized Official:	
15b. Signature of Approving FCAHIDTA Official/Date:  11/19/18		17b. Signature of Authorized Recipient/Date:	
16a. Typed Name and Title of Approving Official/Date: Jackie Steele Commissioner Financial Commission for Appalachia HIDTA		18. Authorized Official e-mail address:	
16b. Signature of Approving FCAHIDTA Official:  11/19/18		19. Authorized Official telephone number:	

SUBAWARD CONDITIONS

1. **PURPOSE:** This agreement is entered into by and between the Charleston Police Department (hereinafter referred to as “Subrecipient”) and the Financial Commission for Appalachia High Intensity Drug Trafficking Area (hereinafter referred to as “Financial Commission”). The Subrecipient has been selected by, and agrees to accept funds awarded from the United States Office of National Drug Control Policy (hereinafter referred to as “ONDCP”) and Financial Commission pursuant to this subaward agreement. The funds will be administered by the Financial Commission and the HIDTA Assistance Center on behalf of ONDCP. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted, and may be used, by the Subrecipient and to outline the responsibilities of the participating parties.
2. **AUDIT READINESS AND COMPLIANCE:** The Subrecipient agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. The Subrecipient understands that it may be subject to audit by the Appalachia HIDTA, Laurel County Fiscal Court (Financial Commission), agencies of the United States of America, and/or any other applicable agency and agree to fully cooperate with any or all of those entities in the event of inquiry or audit. The Subrecipient further agrees to maintain an inventory control system to account for all expenditures of these funds, in accordance with the policies of, and procedures required by, the Appalachia HIDTA.
3. **STANDARDS AND GUIDELINES:** The Subrecipient acknowledges receipt and understanding of the HIDTA Program Policy and Budget Guidance produced by ONDCP as well as other guidelines that have been, or will be, approved by the Executive Board, and agrees to abide by them. The Subrecipient further agrees to comply with the terms of the Office of Management and Budget’s “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, as well as all relevant state, county and municipal financial and accounting rules, regulations, standards and guidelines. Subrecipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information (“PEPI” Funds).
4. **PUBLIC RECORDS COMPLIANCE:** The Subrecipient agrees to comply with the provisions of Chapter 61.870, Kentucky Statutes, entitled “Public Records”, as well as any other public record statutes that may be applicable to the Subrecipient’s jurisdiction.
5. **ROLE OF THE FINANCIAL COMMISSION FOR APPALACHIA HIDTA:** The Subrecipient understands that the role of the Financial Commission for Appalachia HIDTA is limited to disbursing ONDCP funds per the instructions of the Appalachia HIDTA, through its designated representative, and/or the HIDTA Assistance Center staff. The Subrecipient understands that it may not bind or commit the HIDTA Assistance Center or Financial Commission for Appalachia HIDTA contractually, or act as an agent for either entity in any way.
6. **TERMINATION, SUSPENSION OR DELAY:** The Subrecipient agrees that the HIDTA Assistance Center and the Financial Commission for the Appalachia HIDTA have the right to terminate, suspend or delay any payment to Subrecipient if the payment request clearly fails to meet Financial Commission budgetary guidelines. In the event that the HIDTA Assistance Center and/or Financial Commission deem such an act necessary, the HIDTA Director and the Subrecipient shall be notified within three business days of the decision. The Director shall then make a determination regarding whether to continue the termination, suspension or delay of the payment. The Financial Commission shall act according to the directive of the Director and/or the Executive Board regarding the payment. The Subrecipient agrees that it shall have no cause of action or legal claim whatsoever against the HIDTA Assistance Center or the Financial Commission for Appalachia HIDTA in the event either decides to exercise its rights under this agreement.
7. **CONDITIONS OF SIGNATURES:** It is expressly understood and agreed that the agency representative’s signature in execution of this Agreement does not alter or constitute a waiver in whole or part of any of the privileges or immunities otherwise enjoyed by any of the units of Government that are parties hereto. Parties agree that the signatures of Jackie Steele and/or J. L. Albright, are placed on this document in their official capacities as Financial Commissioners for HIDTA only, and this agreement constitutes an obligation only to the extent that there is money available from a grant for payment and for all other purposes shall be of no force and effect. These signatures do not to any extent bind or obligate Jackie Steele and/or J. L. Albright or Laurel County, Kentucky, to any extent, except to the extent grant funds are available, and then only from said funds.

2. **LEGAL ACTION:** Any and all suits or any legal action naming Appalachia HIDTA and/or Financial Commission for Appalachia HIDTA as a party; and, relating to this agreement shall be instituted and prosecuted in the appropriate Court of the Commonwealth of Kentucky or United States District Court, Eastern District of Kentucky and each party hereto waives the right to a change in venue and jurisdiction. This agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Kentucky regardless of place of its execution or performance.
9. **DECONFLICTION:** All officers from your agency that are assigned to an AHIDTA initiative shall use the AHIDTA's Investigative Support Center for event and case/subject deconfliction of all AHIDTA enforcement activities.
10. **SUPPLEMENTAL AGREEMENTS ATTACHED:** The Subrecipient acknowledges following documents are attached to this agreement and that the policies set forth therein are acceptable to the Subrecipient and considered an integral portion of the Subaward Agreement.

Documents are as follows:

- A. General Terms and Conditions
 - B. Recipient Integrity and Performance Matters
 - C. Program Specific Terms and Conditions
 - D. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status and Implementing Regulations
 - E. Confidential Funds Certification
11. **REQUESTS FOR REIMBURSEMENT AND CLOSEOUT OF SUBAWARD:**

Requests for reimbursements should be submitted for processing on a monthly basis and no more than on a quarterly basis. The requests should be submitted no later than 30 days past the end of the month or quarter. Final reimbursements for each calendar year are due 60 days after the end of the year (February 28). Any reimbursements submitted past the February 28 deadline will not be reimbursed.

This subaward is considered closed after this final payment has been made. Any remaining balance in the subaward at that time will be released to the AHIDTA program to be reallocated per guidance from the AHIDTA Executive Board.

12. **PAYMENT METHOD:**

All payments will be made via Electronic Funds Transfer (also referred to as ACH Direct Deposit) to the subrecipient's bank account.

13. **LAW ENFORCEMENT OVERTIME REIMBURSEMENT:**

The overtime limit for the Appalachia HIDTA program is \$18,000 per officer per calendar year. Appalachia HIDTA further limits overtime reimbursement to \$3,000 per officer, per month without prior approval from the State Coordinator in your respective state.

Be advised, overtime reimbursement from all Federal sources cannot exceed the lower of: (1) applicable state, local, and tribal regulations of officer's parent agency; or (2) 25% of the Federal GS-12, Step 1 level pay scale for "Rest of US" in the law enforcement general schedule in effect at the beginning of the calendar year. This overtime rate is the maximum that an officer can receive during the calendar year, fiscal year or other 12-month period from all Federal funding sources combined.

Appalachia HIDTA allocates overtime funding each calendar year based on fulltime task force officer positions. If your agency has been awarded overtime funding for such a position, and the position goes unfilled for six consecutive months, Appalachia HIDTA will terminate the position and the funding will no longer be available for reimbursement.

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the “Part 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact Financial Commission for Appalachia HIDTA promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 - “New Restrictions on Lobbying”
 - 2 CFR Part 25 - “Universal Identifier and System of Award Management”
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. The recipient gives the awarding agency, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
6. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP’s conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to subawards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain in written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a

parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII “Award Term and Condition for Recipient Integrity and Performance Matters,” are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 “Remedies for Noncompliance”.

7. FFATA/DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
8. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
9. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions.

These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as a recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administration proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and

performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

1. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

2. Definitions

For purposes of this award term and condition:

- a. Administrative proceedings means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceeding, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into this award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance, dated July 5, 2012.
2. This award is subject of the requirements in ONDCP's "HIDTA Program Policy and Budget Guidance."
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the "HIDTA Program Policy and Budget Guidance."
6. Property acquired with these HIDTA grant funds is to be used for activities of the Appalachia HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

OFFICE OF NATIONAL CONTROL POLICY

D. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants certifications regarding federal debt status, debarment and suspension, and a drug-free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- (c) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about

- 1) The dangers of drug abuse in the workplace;
 - (2) The applicant's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (a) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:
- (c) Notifying the agency, in writing, within 10 calendar days of receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, Florida 33172. Notice shall include identification number of each affected grant;
 - (d) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (e) Making a good faith effort to continue to maintain a drug-free free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- A. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Agency Name – Charleston Police Department

Place of performance (street address, city, county, state, zip code)

**P.O. Box 2749
Charleston, WV 25330**

Check if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG-FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

- A. As a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, FL 33172.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE DISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794) , which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

E. HIDTA Program Policy and Budget Guidance

Section 6.12

6.12 CONFIDENTIAL PAYMENTS

HIDTA program funds may be used by participating agencies for the confidential purchase of services, evidence, and information, subject to the requirements of this subsection. These provisions apply to all grantees or resource recipients, and HIDTA staff involved in the use of HIDTA grants for confidential funds.

6.12.1 Definition

Confidential funds are those monies allocated to:

Purchase of Services (P/S)

This category includes travel or transportation of an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft, or boats, or similar effects to create or establish the appearance of affluence; and/or meals, beverages entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.

Purchase of Evidence (P/E)

This category is for the purchase of evidence and/or contraband, such as narcotics and other dangerous drugs, firearms, stolen property, counterfeit tax stamps, documents, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.

Purchase of Specific Information (P/I)

This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

6.12.2 Written Procedures

Special accounting and control procedures should govern the use and handling of HIDTA program funds for confidential expenditures. It is important that expenditures are accurately reported as PE/PI/PS. It is only in this manner that these funds may be properly accounted for and accurate forecasts of projected need be made. Each agency authorized to disburse confidential funds must develop and follow written procedures that incorporate the elements listed below. This information must be made available to the HIDTA Director or his representatives, or to representatives of ONDCP upon request. If an agency does not have such procedures, the HIDTA Director is responsible for working with that agency to develop adequate procedures.

Transaction records must clearly reflect:

- Case identifier;
- The date of payment(s) of confidential funds;
- The name of the payer and a witness to the payment;
- The name of the person approving the payment;
- The purpose for which the funds were used;
- Informant number or other non-sensitive identifier; and
- Adequate explanation to allow an auditor to determine that the funds were properly categorized.

Documentation

Purchase of Services expenditures, when not endangering the safety of the officer or informant, must be supported by canceled tickets, receipts, lease agreements, etc. If not available, the office head or his immediate subordinate must certify that the expenditures were necessary and justify why supporting documents were not obtained.

HIDTA grantees and resource recipients must document informant identities, actual receipts, and other information that the agency deems appropriate. These records may be maintained as sensitive and for agency use only.

RECIPIENT ACCEPTANCE OF SUBAWARD CONDITIONS

Printed Name and Title of Authorized Official

Signature of Authorized Recipient

Date

Charleston Police Department

AHIDTA Reimbursement Form LC-07

- The LC-07 Reimbursement Form can be found under the Resources Tab on AHIDTA's website at www.ahidta.org.
- We have provided the forms in two different formats, Excel and a fillable PDF.
- We encourage you to download the form from the website with each reimbursement request to ensure you are using the most current form.
- Instructions for the LC-07 form can also be found on the AHIDTA website.

2019 - Appalachia HIDTA Budget

Initiative - Metropolitan Drug Enforcement Network Team

Award Recipient - Laurel County Fiscal Court (G19AP0001A)

Resource Recipient - Charleston Police Department

Overtime	Account Number	Quantity	Amount
Investigative - Law Enforcement Officer	01-02-19-284-64-6080.05	11	\$136,000.00
Seven full time officers from the Charleston Police Department at \$18,000 each per year and 4 part-time interdiction officers at \$2,500 each.			
Total Overtime		11	\$136,000.00
Other			Amount
PE/PI	01-02-19-84-64-5601.01		\$20,000.00
Total Other			\$20,000.00
Total Budget			\$156,000.00

Resolution No. 147-18

Introduced in Council:

Adopted by Council:

December 17, 2018
_____, 2018

Introduced by:

Referred to:

Mary Jean Davis

Municipal Planning Commission

Jack Harrison
Bobby Haas

Council Committee on Planning
Council Committee on Finance

Andy Richardson

Mary Beth Hoover

Jerry Ware

Susie Salisbury

Becky Ceperley

Courtney Persinger

Resolution No. 147-18—Granting Kanawha County Public Library an Easement for use of air rights over Quarrier Street to construct and connect a sSkybridge for pedestrian foot traffic between the building owned by Kanawha County Public Library, on the West side of Quarrier Street and the South side of Capitol Street, and the City’s Municipal Parking Garage No. 6 on the East side of Quarrier Street in the City of Charleston, West Virginia.

WHEREAS, a connecting sSkybridge access between the public library building owned by Kanawha County Public Library on Quarrier Street and Capitol Street and the City of Charleston’s parking garage designated as Parking Garage No. 6 on the East side of Quarrier Street is in the best interests of the residents and visitors to the City of Charleston (the “City”) in order to connect the Library’s building with the City’s parking garage which will promote the safety and welfare of pedestrians and motorists ~~whether they be employees, visitors, or the general public while~~ in the vicinity of Quarrier Street; and

WHEREAS, it is considered by Council that granting the easement for the use of air rights over Quarrier Street and the right to use City property to attach a sSkybridge to the Parking Garage No. 6 is reasonable and necessary and that the interests of the City and its citizens will be promoted by the granting of the same,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA

(1) That Kanawha County Public Library, and its successors or assigns, is hereby granted an easement for the use of air rights over Quarrier Street for the purpose of constructing,

operating, maintaining, repairing, and replacing a ~~s~~Skybridge for pedestrian foot traffic between the building owned by Kanawha County Public Library on the West side of Quarrier Street and the City's Parking Garage No. 6 on the East side of Quarrier Street, Charleston, West Virginia, with the design, engineer and construct of the skybridge to be in compliance with all local and state building codes and in accordance with plans, drawings and specifications subject to approval by the City Engineer~~generally in conformity with the design drawings attached hereto.~~ A computer-generated rendering is attached hereto as Exhibit A.—The easement for the use of the air rights is further defined to be a minimum of 17 feet and a maximum of 45 feet above said Quarrier Street, and a minimum of 14 feet and a maximum of 17 feet wide;

(2) That the Kanawha County Public Library is further granted an easement to use so much of the City's property to enable Kanawha County Public Library to attach the ~~s~~Skybridge for pedestrian foot traffic to the City's Parking Garage No. 6, subject to the obligations and restrictions as the City Engineer may impose on the design and construction of the said ~~s~~Skybridge;

(3) That the City shall have the right to inspect the skybridge during and after its construction and at the City's reasonable discretion for so long as the skybridge exists. Any such inspection shall be made by qualified personnel to confirm that it is structurally sound and safe for pedestrian foot traffic and for motorists and pedestrians on the street and the sidewalk under and near the skybridge in accordance with the requirements of the American Association of State Highway and Transportation Officials (AASHTO). The Library shall reimburse the City for the reasonable cost of such inspections. The Library shall provide the City with copies of any and all inspection reports on the skybridge obtained on behalf of the Library;

(4) ~~—(3)—~~That the ~~e~~Easement is granted upon the express condition and limitation that, except in the case of repairs or replacement, in the event that the ~~s~~Skybridge ceases to be used as an appurtenance to the Library building at 123 Capitol Street, or ceases to comply with all applicable State and City laws and regulations, or becomes unsafe and the Library or any successor owner fails after notice to make necessary repairs, the easement shall terminate and be of no further force or effect, and the Library shall, upon receiving written notice from the City, at the Library's expense, remove the skybridge and any and all other improvements or connections of the Library to the City's property;

~~becomes unsafe and the Library or any successor owner fails after notice to make necessary repairs, or fails to comply with any applicable State or City laws and regulations, the Easement shall terminate and be of no further force or effect, and the Library shall, upon receiving written notice from the City, at the Library's expense, remove the Skybridge and any and all other improvements or connections of the Library to the City's property.~~

77 (5) ~~——(4)——~~ That in the event the City should have a
78 substantial and compelling public need for the easement conveyed or the
79 property affected by the easement, the City shall have the right to terminate the
80 easement, in which case the City shall at its expense remove the skybridge
81 and any and all other improvements or connections of the Library
82 to the City's property and shall pay to the Library the depreciated
83 value of such skybridge and any other improvements or connections;
84

85 (6) That the Library shall maintain general liability insurance in the amount of
86 not less than \$1,000,000.00 covering use of the skybridge and the easement and which shall
87 name the City as additional insured. All applicable insurance policies shall provide
88 primary coverage, shall reflect that the Library is responsible for any and all deductibles,
89 and shall otherwise be in such form and with such endorsements and riders as the City
90 shall reasonably require;
91

92 (7) That as between the Library and the City, the Library shall be responsible
93 for any and all suits, claims, liability, losses, liens and demands, fines, costs, criminal
94 and civil penalties, causes of action or any other obligations arising out of or in any
95 manner connected with the construction, operation, use, maintenance, repair or
96 replacement of the skybridge, including (without limitations) liability involving bodily injury,
97 death, property damage or any violation or alleged violation of any Federal, State or
98 local law or regulation, except for any liability or damages due to the willful or
99 intentional unlawful acts or negligence of the City, its employees, agents, or contractors;
100

101 (8) That in the event of damage to any property of the City, the Library shall
102 promptly repair said damage at the Library's expense and to the City's reasonable
103 satisfaction;
104

105 (9) That the City's conveyance of the easement is for the benefit of the public and is
106 authorized by W.Va. Code §1-5-3; and

107 ~~t the Easement is further granted upon conditions of the right to inspect, insurance coverage and~~
108 ~~indemnification, and other terms and conditions which legal counsel for the City with assistance~~
109 ~~of the City Engineer may in their discretion deem in the best interests of the City to be set forth~~
110 ~~in a written Agreement and other documents reflecting the same.~~
111

112 ~~——(5) That to serve patrons to the Library the City shall accommodate reasonable~~
113 ~~requests by the Library to dedicate certain parking spaces in Garage No. 6 for use of Library~~
114 ~~patrons (up to a maximum of ___ spaces) which will be located with convenient access to the~~
115 ~~Skybridge. Such parking spaces will be available exclusively for the use of Library patrons, or~~
116 ~~on a priority basis, and at the lowest reasonable rate as agreed between legal counsel for the City~~
117 ~~and the Library.~~
118

119 (106) Therefore, upon review and approval by legal counsel for the City, and the City
120 Engineer, That upon review and approval by legal counsel for the City, the Mayor of the City of
121 Charleston is hereby is hereby authorized and directed to execute ~~the written Agreement, thea~~

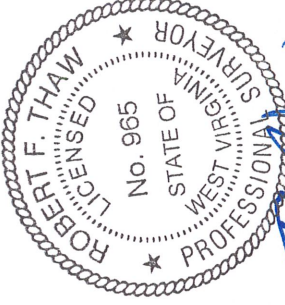
122 Deed granting an easement for the use of air rights and the right to use so much of the City's
123 property as is reasonably necessary to attach the skybridge to the City's Parking Garage No. 6,
124 subject to and conditioned upon the Kanawha County Public Library, and its lessees, successors
125 or assigns' compliance with this Resolution, to be memorialized in a written agreement between
126 the City and the Library. Easement, and any other documents related hereto for the purpose of
127 granting the same, the Kanawha County Public Library being a governmental body no payment
128 of monetary consideration being required.

129 _____
130 _____
131 Danny Jones, Mayor
132 _____
133 _____

134 Attest:
135 _____
136 _____

137 City Clerk
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157 _____

1) PLAT OF SURVEY BY THRASHER
ENGINEERING OF THE LIBRARY TRACT, DATED
APRIL 2018.



K. 9/8/18

EXHIBIT MAP
PROPERTY EXCHANGE PARCEL
KANAWHA COUNTY LIBRARY/CITY OF CHARLESTON
KANAWHA COUNTY, WV

Project No.	KAN CO LIBRARY
Drawn:	DAB
Checked:	RFT
Approved:	RFT
Scale:	1"=20'
Date:	07-17-18
CAD File #	KAN CO LIBR

02

Page | 41 of

TERRADON
Engineering • Surveying • Landscape Architecture
P.O. Box 519
Nitro, West Virginia 25143
(304) 755-8291 FAX 755-2536
www.terradon.com

[illegible]

1) PLAT OF SURVEY BY THRASHER
ENGINEERING OF THE LIBRARY TRACT, DATED
APRIL 2018.



K. J. 9/10/18

GRAPHIC SCALE

Project No.	KAN CO LIBRARY
Drawn:	DAB
Checked:	RFT
Approved:	RFT
Scale:	1"=20'
Date:	07-17-18
CAD File #	KAN CO LIBR

EXHIBIT MAP
PROPERTY EXCHANGE PARCEL

KANAWHA COUNTY LIBRARY/CITY OF CHARLES
KANAWHA COUNTY, WV

TERRADON
Engineering • Surveying • Landscape Architecture
P.O. Box 519
Nitro, West Virginia 25143
(304) 753-8231 FAX 753-2636
www.terradon.com

[illegible]

Bill No. 7794

Introduced in Council:

Passed by Council:

October 1, 2018

Introduced by:

**Mary Beth Hoover, Mary Jean
Davis, Jack Harrison, Bobby Haas,
Andy Richardson, Mary Beth
Hoover, Jerry Ware, Susie
Salisbury, Becky Ceperley,
Courtney Persinger**

Referred to:

**Planning Committee
Finance Committee
Municipal Planning Commission**

Bill No. 7794: Exchanging and conveying a portion of the fee or right-of-way of the City of Charleston on the southwestern side of Quarrier Street at the intersection with Summers Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia to the Kanawha County Public Library in exchange for the conveyance of a portion of the fee or right-of-way of the Kanawha County Public Library on the southeastern side of Summers Street at the intersection with Quarrier Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia to the City of Charleston for governmental purposes in connection with the Skybridge access to the Library building from the City Parking Garage.

Be it Ordained by the City Council of the City of Charleston, West Virginia:

1. There is pending or has been granted an ordinance or resolution of the City Council of the City of Charleston authorizing a certain Skybridge access between the public library building owned by Kanawha County Public Library on Quarrier Street and Capitol Street and the City of Charleston's parking garage designated as Parking Garage No. 6 on the East side of Quarrier Street, the Skybridge being specifically found to be in the best interests of the residents and visitors to the City of Charleston. In connection with the construction of such Skybridge, it has been determined that it is necessary for the Kanawha County Public Library, a West Virginia public corporation and West Virginia governmental authority, to acquire a certain portion of the fee or right-of-way possessed by the City of Charleston on the southwestern side of Quarrier Street at the intersection with Summers Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia (the "Quarrier Parcel"). It has also been determined that in connection with the construction of such Skybridge and for the proper management and maintenance of the streets and sidewalks in the City of Charleston that the City should acquire a certain portion of the fee or right-of-way possessed by the Kanawha County Public Library on the southeastern side of Summers Street at the intersection with Quarrier Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia (the "Summers Parcel").

2. It is in the best interests of the City of Charleston to exchange and convey the Quarrier Parcel to the Kanawha County Public Library for proper public and governmental purposes and for the City of Charleston to accept and receive in exchange a conveyance of the Summers Parcel from the Kanawha County Public Library for proper public and governmental purposes.

3. Accordingly, the Mayor of the City of Charleston be, and is hereby authorized and directed, upon advice and assistance of the City Attorney, to EXECUTE, ACKNOWLEDGE, AND DELIVER a proper deed conveying to Kanawha County Public Library all of its right, title and interest in and to that certain tract or parcel of land on the southwestern side of Quarrier Street at the intersection with Summers Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia, which is more particularly bounded and described as follows:

Commencing at a Mag Nail Set at the southerly right of way intersection of Summers Street and Quarrier Street, common corner to a 951.0 square foot exchange parcel;

Thence with the southerly right of way line of Quarrier Street S42°01'53"E 11.23' to a Mag Nail Set and the true Point Of Beginning;

Thence with three new lines:

N46°58'42"E 10.20' to a Mag Nail Set;

S42°01'53"E 34.86' to a Mag Nail Set;

S45°47'59"W 10.21' to a Mag Nail Set in the southerly line of Quarrier Street;

Thence with said Quarrier Street N42°01'53"W 35.07' to the Place Of Beginning, Containing 356.6 square feet, more or less, as surveyed by Terradon Corporation and shown on the "Exhibit Map Property Exchange Parcel" dated September 10, 2018 prepared by Robert F. Thaw, P.L.S. No. 965.

4. The remainder of the Quarrier Street right-of-way of the City of Charleston will remain a public right-of-way and shall be unaffected.

5. The Mayor of the City of Charleston be, and is hereby authorized and directed, upon advice and assistance of the City Attorney, to ACCEPT AND RECEIVE from Kanawha County Public Library a proper deed conveying to the City of Charleston all of its right, title and interest in and to that certain tract or parcel of land on the southeastern side of Summers Street at the intersection with Quarrier Street in Charleston East District of the City of Charleston, Kanawha County, West Virginia, which is more particularly bounded and described as follows:

Beginning at a Mag Nail Set at the southerly right of way intersection of Summers Street and Quarrier Street;

74 Thence leaving Summers Street, with the existing right of way line of Quarrier Street
75 S42°01'53"E 8.00' to a Mag Nail Set;

76
77 Thence leaving Quarrier Street and with a new line through the lands of Kanawha County
78 Public Library S47°17'47"W 118.85' to a Mag Nail Set in the line of Midwinter Investment
79 Group LLC (DB 2575 Pg: 327;

80
81 Thence with the common line of Midwinter Investment Group LLC N42°19'37"W 8.00' to a
82 Mag Nail Set in the southeasterly right of way line of Summers Street;

83
84 Thence with said Summers Street N47°17'48"E 118.89' to the Place Of Beginning,
85 Containing 951.0 square feet, or 0.022 acres, more or less, as surveyed by Terradon
86 Corporation and shown on the "Exhibit Map Property Exchange Parcel" dated September
87 10, 2018 prepared by Robert F. Thaw, P.L.S. No. 965.

88
89 6. The conveyance hereby made is an exchange of real estate by the City of Charleston for
90 other real estate of the Kanawha County Public Library and is done for public and governmental
91 purposes and for equivalent value, and accordingly no monetary consideration is necessary or is
92 paid or received for the exchange of parcels of real estate hereby authorized and made.

93
94 7. All prior ordinances or parts of ordinances inconsistent with this ordinance are hereby
95 repealed to the extent of such inconsistency.

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on Finance

Your Committee on Finance has had under consideration:

A bid submitted by West Virginia Tractor Company, in the total amount of \$ 131,785.00 for purchase of a Packer Truck for the Refuse Department

To be charged to Account No. 001-975-00-567-4-459, Capital Outlay, Refuse Department

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

One (1) Packer Truck for Refuse Department

Bid Opening: December 7, 2018 @ 11:00 a.m.

	West Virginia Tractor Company 214 Virginia Street West Charleston, WV 25302 P: (304) 346-5301 wwtractor@msn.com Bid #1		West Virginia Tractor Company 214 Virginia Street West Charleston, WV 25302 P: (304) 346-5301 wwtractor@msn.com Bid #2	
	Make/Model	Unit Cost	Make/Model	Unit Cost
Packer Truck	New Way Cobra 20RL Freightliner M2-106	\$131,785.00	New Way Cobra 20RL International HV607	\$135,232.00
Delivery	330 days		210 days	

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on Finance

Your Committee on Finance has had under consideration:

A bid submitted by West Virginia Tractor Company in the total amount of \$ 139,000 for purchase of a Tree Truck for the Public Grounds Department.

To be charged to Account No. 001-977-567-00-4-459, Capital Outlay, Public Grounds

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

One (1) Tree Truck for Public Grounds Department

Bid Opening: December 7, 2018 @ 11:00 a.m.

	West Virginia Tractor Company 214 Virginia Street West Charleston, WV 25302 P: (304) 346-5301 wvtractor@msn.com	
	Make/Model	Unit Cost
Tree Truck	Altec AT37G Ford F550	\$139,000.00
Delivery	300-330 days	

One (1) Shop Truck for Equipment Maintenance

Bid Opening: December 7, 2018 @ 11:00 a.m.

	Matheny Ford 308 3rd Street St. Mary's, WV 26170 P: (304) 684-9625 tcasey@mathenymotors.com		Stephens Auto Center P.O. Box 278 Danville, WV 25053 P: (304) 369-2490 rstephens@stephensauto.com	
	Make/Model	Unit Cost	Make/Model	Unit Cost
Shop Truck	2019 Ford F350	\$71,191.00	2019 Ford F350	\$72,056.00
Delivery	160 days		120-150 days	

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on Finance

Your Committee on Finance has had under consideration:

A bid submitted by Matheny Ford in the total amount of \$ 71,191.00 for purchase of a Shop Truck for the Equipment Maintenance Department.

To be charged to Account No. 001-977-754-00-4-459, Capital Outlay, Equipment Maintenance

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on Finance

Your Committee on Finance has had under consideration:

A bid submitted by Walker Machinery Co. in the total amount of \$ 42,754.00 for purchase of a Blacktop Roller for the Street Department.

To be charged to Account No. 001-977-750-00-4-459, Capital Outlay, Street Department

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

Blacktop Roller - Street Department

Bid Opening: December 7, 2018 @ 11:00 a.m.

	Walker Machinery Co. 3 Park Road Nitro, WV 25143 P: (304) 552-9013 smcgrew@walker-cat.com		State Equipment, Inc. 560 New Goff Mountain Road Cross Lanes, WV 25313 P: (304) 776-4405 jcook@stateequipment.com		Bobcat of Advantage Valley 614 New Goff Mountain Road Cross Lanes, WV 25313 P: (304) 776-9100 jeremydosier@jefferds.com		Walker Machinery Co. 3 Park Road Nitro, WV 25143 P: (304) 552-9013 smcgrew@walker-cat.com	
	Make/Model	Unit Cost	Make/Model	Unit Cost	Make/Model	Unit Cost	Make/Model	Unit Cost
Blacktop Roller	Cat CB34	\$42,754.00	Case DV36	\$47,948.00	Bomag BW- 138AD - 5 DPF	\$48,470.00	Cat CB36	\$49,096.00
Delivery	180 days		45-150 days		90 days		7 days	

Total Bid	\$42,754.00		\$47,948.00		\$48,470.00		\$49,096.00	
------------------	--------------------	--	--------------------	--	--------------------	--	--------------------	--

	Leslie Equipment Company 19 Goff Crossing Drive Cross Lanes, WV 25313 P: (304) 542-0433 lewisstephen@lec1.com		Anderson Equipment Company 1 Andy's Way South Charleston, WV 25309 P: (304) 756-2800 bcoleman@andersonequip.com		Rudd Equipment Company Inc. P.O. Box 610 Nitro, WV 25143 P: (304) 755-7788 rjacobs@ruddequipment.com		Sunbelt Rentals 1717 Bigley Avenue Charleston, WV 25302 P: (304) 342-5000 gregory.pritt@sunbeltrentals.com	
	Make/Model	Unit Cost	Make/Model	Unit Cost	Make/Model	Unit Cost	Make/Model	Unit Cost
Blacktop Roller	HAMM HD 13iVV	\$49,750.00	Dynapac CC1300	\$50,783.00	Volvo DD35B	\$56,282.00	Wacker RD40-130	\$91,000.00
Delivery	30 days		60 days		30 days		60-90 days	

Total Bid	\$49,750.00		\$50,783.00		\$56,282.00		\$91,000.00	
------------------	--------------------	--	--------------------	--	--------------------	--	--------------------	--

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on Finance

Your Committee on Finance has had under consideration:

A bid submitted by West Virginia Tractor Company in the total amount of \$126,000.00 for purchase of three Leaf Loaders for the Street Department.

*To be charged to Account No. 001-977-00-750-4-459, Capital Outlay Equipment, Street
Department*

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

Three (3) Leaf Loaders for Street Department

Bid Opening: December 7, 2018 @ 11:00 a.m.

		West Virginia Tractor Company 214 Virginia Street West Charleston, WV 25302 P: (304) 346-5301 wwtractor@msn.com Bid #1		
	Quantity	Make/Model	Unit Cost	Total Cost
Leaf Loaders	3	American Road Machinery 2003-2 Leaf Loader	\$42,000.00	\$126,000.00
Total Bid		\$126,000.00		
Delivery		45 days		

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on Finance

Your Committee on Finance has had under consideration:

A bid submitted by West Virginia Tractor Company in the total amount of \$626,034.15 for purchase of five Dump Trucks for the Street Department.

To be charged to Account No. 001-977-00-750-4-459, Capital Outlay Equipment, Street Department

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

Five (5) Dump Trucks - Street Department
 Bid Opening: December 7, 2018 @ 11:00 a.m.

		Worldwide Equipment - Heritage 408 New Goff Mountain Road Cross Lanes, WV 25313 P: (304) 552-5730 gary.dennis@thetruckpeople.com					
		Bid #1			Bid #2		
		Quantity	Make/Model	Total Cost	Make/Model	Total Cost	Total Cost
Dump Trucks	5	2020 International HV607 w/ J&J Baker Body	\$125,206.83	\$626,034.15	2020 International HV607 w/ WV Tractor Body	\$133,084.83	\$665,424.15
Delivery		300 days			300 days		
Total Base Bid		\$626,034.15			\$665,424.15		

Optional Five (5) Year Warranty		\$8,200.00	\$41,000.00		\$8,200.00	\$41,000.00
------------------------------------	--	------------	-------------	--	------------	-------------

		Matheny Motor Truck Company 4125 1st Ave. Nitro, WV 25143 P: (304) 541-3669 bconrad@mathenymotors.com					
		Bid #1			Bid #2		
	Quantity	Make/Model		Total Cost	Make/Model		Total Cost
Dump Trucks	5	2020 Freightliner 108 SD w/ J&J Baker Body	\$131,437.00	\$657,185.00	2020 Freightliner 108SD w/ WV Tractor Body	\$139,315.00	\$696,575.00
Delivery		300 days			300 days		
Total Base Bid		\$657,185.00			\$696,575.00		
Optional Five (5) Year Warranty			\$3,610.00	\$18,050.00		\$3,610.00	\$18,050.00

**MUNICIPAL COURT
CITY OF CHARLESTON**

Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079

Anne B. Charnock, Judge

Conrad Lucas, Clerk

TO: Mayor Danny Jones

FROM: Conrad Lucas, Clerk

DATE: Tuesday, December 4, 2018

RE: November 2018 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED	676
Criminal Violations:	186
Traffic Violations:	490
Parking:	0
Building Search Warrants	0 Properties

RESTITUTION COLLECTED (paid to victims): \$ 1,793.00

Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Judge Anne B. Charnock
J.B. Akers, City Clerk
Victor Grigoraci, Treasurer
Major Beckett, Deputy Chief of Police
Tony Harmon, Building Department
David Potters, Office of the City Attorney
Captain Abbott, CPD
Nikki Smith, City Clerk's Office

Violations by Filed Date...

CRIMINAL	186	
TRAFFIC	490	
Total Filed Violations		676

Completed Cases...

Paid Fine...		
CRIMINAL	7	
TRAFFIC	176	
Total Paid Fines		183
Before Judge...		
CRIMINAL	5	
TRAFFIC	11	
Total Before Judge		16
Total Completed		199

Other Completed...

DISMISS- OFFICER NOT WITH CITY		
CRIMINAL	1	
TRAFFIC	2	
Total		3
DEFENDANT DECEASED		
CRIMINAL	8	
TRAFFIC	8	
Total		16
DISMISSED OFFICER FAIL TO PROS		
CRIMINAL	5	
TRAFFIC	13	
Total		18
DISMISSED (PRESENTED INSURANCE)		
CRIMINAL	0	
TRAFFIC	31	
Total		31
DISMISSED (BY JUDGE'S ORDER)		
CRIMINAL	0	
TRAFFIC	1	
Total		1
DISMISSED E-PROOF		
CRIMINAL	0	
TRAFFIC	4	

	Total		4
DISMISSED (PRESENTED DL)			
CRIMINAL	0		
TRAFFIC	6		
	Total		6
DISMISSED OFF FAIL TO PROV VIN			
CRIMINAL	0		
TRAFFIC	1		
	Total		1
DISMISSED (PROSECUTOR'S ORDER)			
CRIMINAL	16		
TRAFFIC	47		
	Total		63
DISMISSED PRESENTED RECORDS			
CRIMINAL	6		
TRAFFIC	46		
	Total		52
DISMISSED AFTER PT DIVERSION			
CRIMINAL	14		
TRAFFIC	14		
	Total		28
DISMISSED VICTIM/WITNESS FTA			
CRIMINAL	4		
TRAFFIC	0		
	Total		4
DISMISSED WITHOUT PREJUDICE			
CRIMINAL	29		
TRAFFIC	12		
	Total		41
	Total Other Completed		268
	Grand Total Completed		467
	Net Difference Filed/Complete		209

Warrants ...

Issued ...

CRIMINAL	348	
TRAFFIC	259	
Total Violations		607
Total Warrants Issued		607

Cleared ...

CRIMINAL	274
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CHARLESTON MUNICIPAL COURT
Report For November 1, 2018 Thru November 30, 2018

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FILEDST

TRAFFIC	217	
Total Violations		491
Total Warrants Cleared		491
Change in Total Warrants		116

Other Paid Cases ...

Paid Fine ...		
Total Other Paid Fines		84

eve CRIME VICTIM'S FOND	\$1,410.00
CCF COMMUNITY CORRECTIONS FOND	\$132.00
FINE FINE	\$18,881.98
JAILF REGIONAL JAIL CORR.	\$6,695.00
LAWFND LAW ENFORCE. TRAIN STATE	\$352.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$825.00
ADMIN ADMINISTRATIVE COST	\$356.00
REST RESTITUTION	\$1,793.00
OP OVER PAYMENT	\$42.00
Total Fees/Fines Paid	\$30,486.98

Monthly Report - Definition Key

Violations by Filed Date:

Violations keyed into the Court software during the month

Completed Cases:

Cases where the fine and court costs were paid in full and the case was closed during the month.

Before Judge:

Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.

Other Completed -Dismissed (By Complainant):

The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.

Defendant Deceased:

Cases dismissed because the defendant died.

Dismissed Officer Fail to Pros:

Cases dismissed because the officer failed to appear in Court.

Dismissed (presented insurance):

Cases dismissed because the defendant presented valid proof of insurance for the offense date.

Dismissed (presented DL):

Cases dismissed because the defendant presented a valid driver's license.

Dismissed Mistaken Identity:

Cases dismissed cases on the City Attorney's motion due to mistaken identity.

Dismissed (Prosecutor's Order):

Cases dismissed on the City Attorney's motion or as a result of a plea agreement.

Dismissed Presented Records:

Cases dismissed because the defendant presented records to satisfy a code or Court requirement.

Dismissed After PT Diversion:

Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.

Dismissed Victim/Witness FTA:

Cases dismissed because the witness or victim did not appear in Court for trial.

Dismissed without prejudice:

Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.

Dismissed No Drug Results:

Drug results were not received for trial.

Dismissed - Officer Not With City

Officer/Witness is no long employed by the City.

Warrants

The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.

Cleared:

The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.

Other Paid Cases:

The Court received a partial payment for a case; however, the defendant still has a balance due.

Search Warrant Issued:

A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

This report is not indicative of the case volume in Municipal Court. Rather, this information reflects payment status/coding for cases.



City of Charleston West Virginia

JB Akers, City Clerk

City Treasurer's Report To City Council

Month Ended

November 30, 2018

Please Note:

1. Here is the November 2018 Page 1 "All Funds Collections & Withdrawals" that shows the total of each fund balance.
2. A full copy of the November 2018 Report has been emailed to you.
3. The Report is searchable.
4. If you would like a paper copy of the full report, or if you need assistance in any way, please contact my office at 304-348-8029.

Respectfully submitted,

Victor Grigoraci, CPA – City Treasurer

<u>Fund / Description</u>	<u>Balance November 2017</u>	<u>Balance October 2018</u>	<u>Collections November 2018</u>	<u>Withdrawals November 2018</u>	<u>Balance November 30, 2018</u>
001 General Fund	10,346,746.93	11,766,406.85	5,326,892.43	10,844,937.43	6,248,361.85
002 Coal Severance Tax	22.48	39.91	0.00	0.00	39.91
003 Municipal Stabilization	4,161,784.37	4,221,241.68	7,285.98	0.00	4,228,527.66
009 Community Development	2,993.22	1,762.26	67,044.57	64,628.70	4,178.13
016 Charleston Land Trust	45,081.74	45,736.12	78.62	189.90	45,624.84
017 Project West Invest	37,874.57	508.50	0.88	0.00	509.38
026 Uniform Pension Reserve Fund	10,429,049.58	15,062,612.37	806.79	255,586.00	14,807,833.16
035 Municipal Beautification	31,215.08	31,663.04	54.65	0.00	31,717.69
036 Special Demolition	4,514.65	15,183.65	26.21	0.00	15,209.86
037 Sister Cities	21,465.48	26,807.90	46.27	0.00	26,854.17
038 Solid Waste	922,024.96	713,668.55	313,914.08	84,509.59	943,073.04
039 Waste Disposal	0.00	0.00	81,827.60	81,827.60	0.00
040 Landfill Closure	3,106,639.01	3,231,964.88	13,314.89	0.00	3,245,279.77
041 Police Contributions	10,693.24	10,061.78	15.42	1,483.17	8,594.03
042 Police Evidence	40,133.78	32,054.87	55.33	0.00	32,110.20
043 Forfeited Funds	435,945.82	312,850.71	516.84	27,025.86	286,341.69
044 Municipal Court	163,893.27	180,334.42	31,381.98	36,427.79	175,288.61
045 Homeland Security	0.00	3,846.97	0.00	0.00	3,846.97
047 Health Insurance Reserves	5,979,118.79	6,064,539.43	10,467.56	0.00	6,075,006.99
048 Wayfinding Commission	52,274.93	73,229.27	126.40	0.00	73,355.67
049 Live On The Levee	29,602.41	19,688.37	2,904.60	7,357.00	15,235.97
074 Slack Plaza	0.00	0.00	7,832.00	7,832.00	0.00
080 Human Rights	176,793.29	176,793.29	0.00	0.00	176,793.29
081 Home Program	45,086.67	8,584.53	31,202.38	30,355.74	9,431.17
085 Firefighters Assistance Grant	77.08	77.08	0.00	0.00	77.08
088 SBA Riverfront Project Donation Account	9.18	9.18	0.00	0.00	9.18
088 SBA Riverfront Project Grant Account	10,167.71	10,167.71	0.00	0.00	10,167.71
091 Byrne Justice 10/11	0.10	0.00	0.00	0.00	0.00
093 Byrne Justice 14	479.48	0.00	0.00	0.00	0.00
094 Byrne Justice 15/16	0.00	0.00	33,199.00	33,199.00	0.00
095 Police Grants	204,125.47	208,799.25	49,148.06	360.40	257,586.91
096 Historic Preservation	1,286.00	2,601.00	5,000.00	5,000.00	2,601.00
099 Public Arts Grant	48,160.00	253,792.10	0.00	0.00	253,792.10
100 Sinking Fund	3,963,093.05	4,014,593.90	6,939.18	0.00	4,021,533.08
200 Infrastructure	147,011.96	149,112.25	257.37	0.00	149,369.62
207 South Side Recreation	9,854.69	9,995.49	4.62	10,000.11	0.00
214 Civic Center Capital Improvement	250,990.85	338,536.88	584.32	0.00	339,121.20
215 Municipal Auditorium Capital Improvement	121,327.73	139,374.62	340.69	0.00	139,715.31
218 Soccer Fields	3,080.92	3,080.92	0.00	3,080.92	0.00
220 General Maintenance	834,461.40	1,837,161.07	3,099.36	53,648.80	1,786,611.63
221 City Service Fee Capital Project	1,806,003.59	4,406,615.81	1,006,948.85	1,082,465.77	4,331,098.89
222 Facilities Maintenance	4,107,000.42	2,389,530.35	10,513.80	16,993.28	2,383,050.87
255 Ballpark Maintenance	92,005.78	109,975.92	188.55	1,474.98	108,689.49
402 Civic Center Revenue	97,188.81	190,891.86	342,955.73	467,926.95	65,920.64
406 Parking System Revenue	3,417,063.73	4,208,747.47	228,885.56	136,326.33	4,301,306.70
426 Parking Operation and Maintenance	1,775,811.02	1,603,159.62	2,740.46	23,057.12	1,582,842.96
427 Civic Center TIF Project	1,300,577.30	1,790,814.70	4,488.42	0.00	1,795,303.12
900 M - DENT	510,482.32	654,957.93	16,465.01	30,557.51	640,865.43
901 Pending Forfeiture	2,064,565.28	2,035,063.30	80,542.37	0.00	2,115,605.67
Working Cash Advance Fund	37,135.00	37,460.00	0.00	0.00	37,460.00
Total All Funds	56,844,913.14	66,394,097.76	7,688,096.83	13,306,251.95	60,775,942.64

1 **Bill No. 7800**

2 Passed by Council:

3 Introduced in Council

4 **December 17, 2018**

5 Referred to:

6 Introduced by:

7 **Sharon King**

Streets and Traffic

8
9
10 **Bill No. 7800** - A Bill to establish a No Parking Tow-Away zone on both sides of Sunset
11 Drive from the intersection of South Drive to a point 650 feet to the northwest and
12 amending the Traffic Control Map and Traffic Control File, established by the code of
13 the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
14 Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

15 **Be it Ordained by the Council of the City of Charleston, West Virginia:**

16
17 Section 1. A No Parking Tow-Away zone on both sides of Sunset Drive from the
18 intersection of South Drive to a point 650 feet to the northwest.

19
20 Section 2. The Traffic Control Map and Traffic Control File, established by the Code
21 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
22 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
23 amended, to conform to this Ordinance.

24
25 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
26 repealed to the extent of said inconsistency.