



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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Finance Committee, Chair
Parking Committee, Chair
Public Safety Committee

AGENDA **FINANCE COMMITTEE MEETING** **Monday, December 16, 2019** **6:30 PM**

I. DISCUSSION:

- a. Approval of Previous Minutes - 12-2-2019

II. RESOLUTIONS:

- a. Resolution No. 271-19 - Authorizing the City Manager or Mayor to accept the donation of approximately 65.14 acres of land for the exclusive purpose of conserving and preserving the natural and wooded setting and for creating a passive recreation area on The Herbert and Gloria Jones Woodlands.
- b. Resolution No. 272-19 - Authorizing the Mayor or City Manager to purchase of a four-wheeled Mid-Sized Rider Sweeper to be used by the Charleston Parking System.
- c. Resolution No. 273-19 - Authorizing the Charleston Sanitary Board to institute civil actions in the name of the City for the purpose of obtaining temporary and permanent easements for Phase I of the Woodward Branch Sewer Replacement and Rehabilitation Project.
- d. Resolution No. 274-19 - Authorizing a purchase contract for the repair of an elevator at the Coliseum & Convention Center's Quarrier Street Garage.
- e. Resolution No. 275-19 - Authorizing the Mayor and the Chief of Police to execute an enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area ("HIDTA").

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., DECEMBER 2, 2019
A/V CONFERENCE ROOM

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., December 2, 2019, in the Audio/Visual Room in City Hall.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Brent Burton
Mary Beth Hoover
Will Laird
Shannon Snodgrass
Keeley Steele

I. DISCUSSION:

a. Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the November 18, 2019 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

b. City Manager's Report - Fuel Purchase

City Manager, Jonathan Storage, stated that Council had previously approved Council working with KRT to come up with an economic and efficient way of managing the City's fuel purchase needs. This practice has been in place for some now. The 2-year 2019 contract will provide a cheaper rate than the previous contract. The gasoline price will be \$1.6821/gallon, which is 6.87% cheaper than the current rate. The diesel fuel is \$1.9696, which is just over 1% cheaper.

II. RESOLUTIONS:

- a. Resolution No. 267-19 - Authorizing the Mayor or City Manager to enter into an agreement with J&J Emergency Vehicle Sales, in the amount of \$444,996.00, for purchase of four ambulances (\$111,249.00 each) to be used by the Charleston Fire Department.

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

The Mayor or City Manager are authorized to enter into an agreement with J&J Emergency Vehicle Sales, in the amount of \$444,996.00, for purchase of four ambulances (\$111,249.00 each) to be used by the Charleston Fire Department.

Storage added that the Administration is recommending the award of a purchase contract to J&J Emergency Vehicle Sales of Morgantown, WV, for the purchase of four 2020 model year Chevy Frontline ambulances. On September 3, 2019, this Committee approved the purchase of 4 ambulances from Atlantic Emergency Solutions. After City Council approved the resolution, J&J filed a timely bid protest under the City's purchasing rules, alleging anomalies in the manner in which bids were received and tabulated. Storage held a hearing on the matter and determined that J&J's protest had merit. The Administration threw out the bids and re-advertised the solicitation. The same three companies bid on the purchase again: J&J, Atlantic, and PennCare. J&J submitted the lowest bid, with a unit price of \$111,249 (total \$444,996). Atlantic was the second-lowest bidder with a unit price of \$112,643.25 (\$450,573). PennCare submitted the highest bid with a unit price of \$118,355 (\$473,420). The two low bids were exceedingly competitive – there was a 1.24% difference between J&J and Atlantic. J&J's TOTAL price is \$10,596 less than what Atlantic previously submitted. Fire Department officials and the Purchasing Director thoroughly reviewed the bids prior to making a recommendation for award.

Councilmember Steele clarified with Storage that the anomalies were: several of the bidders submitted multiple bids, bids were submitted for 2020 models instead of the requested 2019 model and the previous apparent low bidder submitted a perceived oral bid at the bid opening. Out of an abundance of caution, the Administration threw out all of the bids. Bid openings are public.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution No. 267-19 approved.

Purchase of four (4) Ambulances for CFD
 Bid Opening: November 7, 2019 @ 11:00 a.m.

		Atlantic Emergency Solutions 3045 Victorian Place Hurricane, WV 25526 P: (304) 989-4113 cawalker@atlanticemergency.com			PennCare 1317 North Road Niles, Ohio 44446 P: (800) 392-7233 ext.306 joe@pennicare.net			J&J Emergency Vehicle Sales 951 Point Marion Road Morgantown, WV 26508 P: (304) 296-9741 jbodkin@jiemergencyvehicles.com		
Item	Quantity	Make/Model	Unit Price	Total Price	Make/Model	Unit Price	Total Price	Make/Model	Unit Price	Total Price
Ambulance	4	2020 Chevrolet K3500 4x4 Frontline	\$112,643.25	\$450,573.00	2020 Chevrolet K3500 4X4 MedixRP90 Type 1	\$118,355.00	\$473,420.00	2020 Chevrolet K3500 4x4 Frontline	\$111,249.00	\$444,996.00
TOTAL BID		\$450,573.00			\$473,420.00			\$444,996.00		
Time of Completion		90-120 days			90-120 days			95 days		

- b. Resolution No. 268-19 - Authorizing the Mayor or City Manager to enter into a contract with Stantec Consulting Services, Inc. to perform project administration services for the South Side Bridge rehabilitation project. The fee is based on time and materials, with a Not To Exceed cost of \$91,605. Inspection services will include one WVDOT TRET Level 3 Supervisor, 24 hours per week for a 6-month project duration. The Construction Administration portion of the fee will include project management, steel shop drawing reviews, answering RFI's and site visits as needed.

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

The Mayor or City Manager is authorized to enter into a contract with Stantec Consulting Services, Inc. to perform project administration services for the South Side Bridge rehabilitation project. The fee is based on time and materials, with a Not To Exceed cost of \$91,605.

City Engineer, Chris Knox, stated that in 2017 Stantec Consulting Services, Inc was hired for the inspection, design and construction plans of the South Side Bridge. This was done through a process that involved multiple interviews and then quotes. The original contract explicitly left out post design services such as construction administration and inspection. These services are typically kept separate from design services.

Storage added that this is a complex project, requiring detailed quality assurance and oversight. It is common practice to use Quality Assurance Managers in highway construction projects.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 268-19 approved.

PROJECT COST SUMMARY

City of Charleston
South Side Bridge Rehabilitation

6 Month Duration
Feb. 1 2020 - July 31, 2020

Stantec Consulting Services Inc.

Design Labor	\$	15,434.00
CEI Labor	\$	61,615.20
Directs	\$	14,555.36

Total Cost \$ **91,604.56**

Total Rounded \$ **91,605.00**

Proposal Notes:

1. Inspection personnel includes one (1) WVDOH TRET Level 3 Supervisor with associated Project Management and Administrative Assistant charges.
2. Proposal based on a six (6) month duration at 24 hours per week
3. Lodging and meal allowance has been included in the event the approved inspector does not reside within commuting distance to the project area.

- c. Resolution No. 269-19 - Authorizing the Finance Director to establish special revenue fund 018, Planning Grant Fund, a fund that accounts for revenues received from various granting agencies for consultation services, architectural design services, implementation of blight analysis GIS mapping software, and other resources to coordinate program design and effective and strategic code enforcement efforts.

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

The Finance Director is authorized to establish special revenue fund 018, Planning Grant Fund, a fund that accounts for revenues received from various granting agencies for consultation services, architectural design services, implementation of blight analysis GIS mapping software, and other resources to coordinate program design and effective and strategic code enforcement efforts.

Storage stated that pursuant to Resolution No. 244-19, which Council approved on October 21, 2019, the Planning Department is authorized to apply for, receive, and administer forgivable loans from the WV Housing Development Fund for the purpose of developing a comprehensive blight mapping project and to create housing infill architectural design templates. This resolution authorizes the Administration to establish a special fund to receive the forgivable loan proceeds and allow them to be spent without the need for additional budgetary appropriations.

Councilmember Snodgrass confirmed with Storage that approximately \$30,000 will go through the fund.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 269-19 approved.

- d. Resolution No. 270-19 - Authorizing the City Manager to purchase a print and laminating system for Traffic Engineering from Osburn Associates, Inc. in the amount of \$44,345 as the result of a competitive bidding process. The purchase will be charged to the Parking System account.

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

The City Manager is authorized to purchase a print and laminating system for Traffic Engineering from Osburn Associates, Inc. in the amount of \$44,345 as the result of a competitive bidding process. The purchase will be charged to the Parking System account.

Storage added that on November 25, 2019, the City opened bids for a Print & Laminating System for both the Traffic Engineering Department and the Parking System. The City received one bid, which was from Osburn Associates, Inc. of Logan, Ohio. The bid was \$44,345. In consultation with Matthew Hartline, Director of Traffic Engineering, the Administration determined that the price was competitive within the marketplace of the equipment sought and that rejecting the bid and re-advertising would not likely yield a lower price.

Mayor Goodwin added that it will allow the department to do more project in-house at a higher quality.

Councilmember Snodgrass confirmed that it is a new system rather than a replacement. Storage added that the current system is out of date and labor intensive. It will most likely be cost neutral. Councilmember Snodgrass asked if this type of equipment is available for lease. Storage answered that option was not pursued, but the use the City would get out of the system would most likely be cost prohibitive.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 270-19 approved.

City of Charleston, WV Print & Laminating System for Traffic Engineering Bid Opening: November 25, 2019 @ 10:30am	
	Osburn Associates, Inc. PO Box 912 Logan, OH 43138 (800) 523-8917 jennifort@osburns.com
Print & Laminating System	\$44,345.00
Total Bid	\$44,345.00

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.

1 Resolution No. 271-19

3 Introduced in Council:

Adopted by Council:

5 December 16, 2019

6 Introduced by:

Referred to:

8 Will Laird, Ben Adams, Becky Ceperley

Finance

9 Bobby Reishman, Brent Burton and

10 Courtney Persinger

11 Resolution No. 271-19 – Authorizing the City Manager or Mayor to accept the donation of
12 approximately 65.14 acres of land from Callen Jones McJunkin, individually and as co-trustee of
13 the Herbert E. Jones, Jr. Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos
14 Trust, and Christine Jones Huber, individually and as co-trustee of the Herbert E. Jones, Jr.
15 Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos Trust for the exclusive
16 purpose of conserving and preserving the natural and wooded setting and for creating a passive
17 recreation area on The Herbert and Gloria Jones Woodlands, pursuant to the Deed attached
18 hereto as Exhibit A.

20 WHEREAS, the Charleston Land Reuse Agency, formed in 2019 in part for the purpose of
21 promoting green space and public recreation areas in the City of Charleston, has reviewed the
22 generous donation from the Jones family and recommends that the Charleston City Council
23 authorize acceptance of the donation; and

25 WHEREAS, the Herbert and Gloria Jones family have offered to donate a significant piece of
26 property to the City of Charleston comprising of 65.14 acres along Loudon Heights Road; and

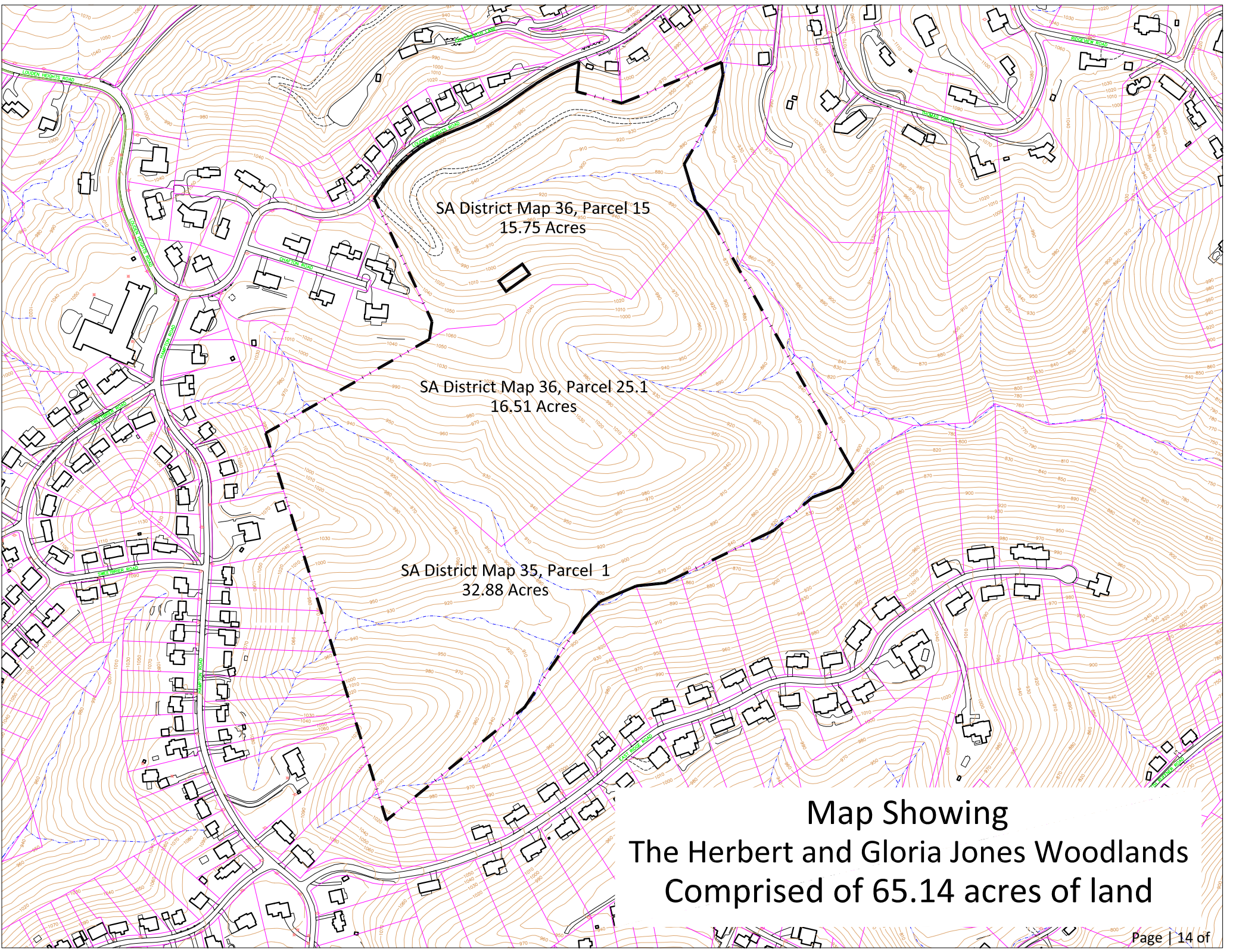
28 WHEREAS, the Jones Family Conservation Property constitutes beautiful scenic and wooded
29 property and the preservation of this property and use for recreational purposes in perpetuity
30 greatly enhances the Loudon Heights area of Charleston; and

32 WHEREAS, the City of Charleston recognizes the entire Jones family for their generosity and
33 community service to the City and hereby offers its thanks for the contribution of this valuable
34 property which will preserve Charleston's scenic beauty and create additional recreational
35 opportunities for City residents and visitors.

37 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

39 That the City Manager or Mayor are authorized to accept the donation of approximately 65.14
40 acres of land from Callen Jones McJunkin, individually and as co-trustee of the Herbert E. Jones,
41 Jr. Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos Trust, and Christine
42 Jones Huber, individually and as co-trustee of the Herbert E. Jones, Jr. Family Share Trust and
43 the Gloria Callen Jones Revocable Inter Vivos Trust for the exclusive purpose of conserving and
44 preserving the natural and wooded setting and for creating a passive recreation area on The

1 Herbert and Gloria Jones Woodlands, pursuant to the Deed attached hereto as Exhibit A.



SA District Map 36, Parcel 15
15.75 Acres

SA District Map 36, Parcel 25.1
16.51 Acres

SA District Map 35, Parcel 1
32.88 Acres

Map Showing
The Herbert and Gloria Jones Woodlands
Comprised of 65.14 acres of land

DEED

This Deed made this ____ day of December, 2019, by and among CALLEN JONES MCJUNKIN, INDIVIDUALLY AND AS CO-TRUSTEE OF THE HERBERT E. JONES, JR. FAMILY SHARE TRUST, and CHRISTINE JONES HUBER, INDIVIDUALLY AND AS CO-TRUSTEE OF THE HERBERT E. JONES, JR. FAMILY SHARE TRUST, and CALLEN JONES MCJUNKIN, INDIVIDUALLY AND AS CO-TRUSTEE OF THE GLORIA CALLEN JONES REVOCABLE INTER VIVOS TRUST, and CHRISTINE JONES HUBER, INDIVIDUALLY AND AS CO-TRUSTEE OF THE GLORIA CALLEN JONES REVOCABLE INTER VIVOS TRUST, parties of the first part, and herein collectively referred to as “Grantor;” and the CITY OF CHARLESTON, party of the second part, herein “Grantee.”

WITNESSETH:

That for valuable consideration and the desire of Grantor to make a contribution to the well-being of the City of Charleston, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby GRANT and CONVEY unto the Grantee 65.14 acres of land, comprised of three adjoining tracts of 32.88 acres, 15.75 acres and 16.51 acres, together with the improvements thereon and the appurtenances thereunto belonging, situate in the City of Charleston, Charleston South Annex Tax District, Kanawha County, West Virginia, and being more particularly bounded and described as follows:

PARCEL I – Tax Map 35 Parcel 1, 32.88 Acres

BEGINNING at a concrete monument on the east line of Lot No. 28 Block “A” of Hampton Heights Subdivision, said point being the beginning corner of Parcel Twelve described in deed from Amherst Coal Company to Herbert E. Jones, Jr., and Charles T. Jones, dated July 20, 1981, and recorded in the office of the Clerk of the Kanawha County Commission in Deed Book 1982, page 416, and running thence from said beginning point with the easterly line of Hampton Heights Subdivision, being more particularly bounded and described as follows:

North 17° 57’ 23” West 1,384.03 feet to a concrete monument on east line of Lot “A” Block “A” of Hampton Heights Subdivision; thence leaving Hampton Heights Subdivision and running, North 59° 22’ 17” East, passing a poplar tree corner at common corner to Parcels Five and Twelve described in Deed Book 1982, page 416 at 18.48 feet and continuing on in the same straight line in all a distance of 275.08 feet to a concrete monument at common corner in Deed Book 1982, page 416, and a tract of land containing 32.26 acres presently owned by Herbert E. Jones, Jr., and Gloria C. Jones, being described in Deed Book 2090, page 40, thence running with the easterly line of Parcels Five and Nine described in Deed Book 1982, page 416, South 52° 48’ 33” East passing a concrete monument at 161.00 feet at common corner to Parcels Five and Nine and continuing on in the same straight line in all a distance of 1,162.31 feet to a concrete monument with 40 inch White Oak pointer at southwesterly corner of Herbert E. Jones, Jr., 32.26 acre tract, thence running with

southeasterly of said 32.26 acre tract, North 49° 34' 32" East 1,218.29 feet to a concrete monument formerly a "T" Rail washed out thence running with part of Parcel One being described in Deed Book 1982, page 416, South 13° 06' 43" East 164.41 feet to a "T" Rail; thence South 47° 29' 30" East 263.86 feet to a 1/2-inch iron pipe in concrete; thence South 70° 36' 30" East 253.06 feet to a roof bolt inside of 1/2 inch iron pipe at forks of Creek, said point being located in northerly line of the 59.34 acre tract of land conveyed to Hampton Corporation (now East Ridge Subdivision) by deed dated October 8, 1986, recorded in Deed Book 2137, page 190; thence running with northerly line of Lots Nos. 17 and 18 of East Ridge Subdivision South 56° 12' 04" West 190.36 feet to a point at common corner of Lot 16 and 17 of East Ridge Subdivision; thence running with northerly line of Lot No. 16, South 41° 00' 00" West 137.00 feet to a point at common corner to Lots 15 and 16 of East Ridge Subdivision; thence with northerly line of Lot No. 15, South 68° 45' 00" West 107.00 feet to appoint in the northerly line of Lot No. 15; thence with part of northerly line of Lot No. 15, all of Lot No. 14, and part of Lot No. 13 South 49° 20' 00" West 172.00 feet to a point in the northerly line of Lot No. 13; thence running with northerly line of Lots Nos. 13, 12, 11 and part of Lot No. 10 of said subdivision; South 64° 10' 00" West 417.00 feet to a point in the northerly line of Lot No. 10; thence continuing with northerly line of lot No. 10; South 84° 10' 00" West 100.00 feet to appoint at common corner to Lots Nos 9 and 10; thence running with northerly line of Lot No. 9, South 66° 50' 00" West 134.00 feet to a concrete monument at a common corner to Parcel Seven described in Deed Book 1982, page 416; thence continuing with a northerly line of Lot No. 9 and part of Lot No. 8, South 44° 20' 49" West 83.10 feet to a 1/2 inch iron pin; thence continuing along a northerly line of Lot No. 8 and part of Lot No. 7, South 33° 31' 49" West 193.26 feet to a 3/4 inch iron pin in the northerly line of Lot 7; thence running with part of a northerly line of Lot No. 7 and part of Lot No. 6, South 33° 20' 49" West 172.00 feet to a 3/4 inch iron pin in northerly line of Lot No. 6; thence running with parts of northerly line of Lot No. 5 said point also being a common corner to Parcels Eleven and Twelve being described in Deed Book 1982, page 416; thence running with part of northerly line of Lot No. 5 and all of the northerly lines of Lots 4, 3, 2, and 1 of East Ridge and the southerly line of Parcel Twelve, South 50° 55' 03" West 544.21 feet to a point of beginning, containing 32.88 acres, more or less, as more fully shown upon that certain plat made by David E. Thomas, L. L. S. of Field Surveying Company, Inc., dated the 14th day of February, 1996.

Being the same property an undivided 1/2 interest in which was conveyed to Herbert E. Jones by Deed dated July 20, 1981, and of record in the said Clerk's Office in Deed Book 1982, page 416. The said Herbert E. Jones died, testate, on July 8, 2010, and by the terms of his Last Will and Testament dated September 6, 2007, and of record in the said Clerk's Office in Will Book 818, page 837, Herbert E. Jones, Jr., devised the residue of his property, including this undivided 1/2 interest to the Trustees named under the Herbert E. Jones, Jr., Revocable Trust dated September 6, 2007, and subsequently conveyed by

Deed dated October 13, 2011, recorded December 8, 2011, of record in the aforesaid Clerk's Office in Deed Book 2807, page 324, by Callen Jones McJunkin and Christine Jones Huber, Co-Trustees of the Herbert E. Jones Jr., Revocable Inter Vivos Trust conveyed the Herbert E. Jones, Jr., Family Share Trust, the Trustees of which are the Grantors herein.

The remaining undivided 1/2 interest was conveyed to Herbert E. Jones, Jr., and Gloria C. Jones, husband and wife, as joint tenants with the right of survivorship, by Deed dated December 20, 1996, of record in the said Clerk's Office in Deed Book 2463, page 464. The said Herbert E. Jones, Jr., died July 8, 2010, and pursuant to the survivorship clause contained in the said deed, Gloria C. Jones, became vested with the entire undivided 1/2 interest conveyed in the said 1996 deed. The said Gloria C. Jones died, testate, on September 9, 2016, and by the terms of her Last Will and Testament dated September 6, 2007, recorded September 13, 2016, of record in the aforesaid Clerk's office in Will Book 903, page 153, Gloria C. Jones devised all the rest, residue and remainder of her estate, including the said undivided 1/2 interest, to the Trustees named under the Gloria Callen Jones Revocable Inter Vivos Trust dated September 6, 2007, the Trustees of which are the Grantors herein.

PARCEL II and PARCEL III – Tax Map 36 Parcel 25.1, 16-51/100 Acres and Tax Map 36 Parcel 15, 15-3/4 Acres

Beginning at an old concrete monument on the south right of way line of the Loudon Heights Road and the northeast corner of Lot 6 of the Chafon Place subdivision; thence leaving said subdivision and with the south right of way line of Loudon Heights Road;

Thence North 39° 44' 26" East 129.92 feet to a concrete monument;

Thence North 41° 36' 45" East 29.04 feet to a concrete monument;

Thence North 47° 58' 14" East 49.96 feet to a concrete monument;

Thence North 54° 52' 40" East 49.71 feet to a 3/4" iron pipe;

Thence North 62° 47' 23" East 50.40 feet to a 3/4" iron pipe;

Thence North 67° 04' 04" East 49.76 feet to a 3/4" iron pipe;

Thence North 67° 17' 04" East 50.06 feet to a 3/4" iron pipe;

Thence North 66° 21' 12" East 49.88 feet to a 3/4" iron pipe;

Thence North 62° 58' 24" East 50.13 feet to a 3/4" iron pipe;

Thence North 58° 27' 18" East 50.20 feet to a 3/4" iron pipe;

Thence North 54° 45' 25" East 132.83 feet to a 3/4" iron pipe;

Thence North 56° 31' 51" East 21.26 feet to a 3/4" iron pipe;

Thence North 59° 50' 46" East 49.86 feet to a 3/4" iron pipe;

Thence North 64° 48' 43" East 49.82 feet to a concrete monument;

Thence North 69° 03' 10" East 46.44 feet to a concrete monument located on the northwest corner of the Charbonniez Lot; thence leaving Loudon Heights Road and with the Charbonniez Lot;

Thence South 0° 06' 16" East 104.00 feet to a concrete monument located at the southwest corner of the Charbonniez Lot; thence continuing with the Charbonniez Lot;

Thence South 75° 57' 28" East 160.00 feet to a concrete monument being the southeast corner of the Charbonniez Lot and a point in the line of Lot 10 of the Jannie Louhoff subdivision, thence leaving the Charbonniez Lot and with Lot 10;

Thence South 7° 19' 09" East 16.20 feet to a concrete monument in the southwest corner of the Lot 10; thence with the back line of Lot 10 and a 16' alley;

Thence North 63° 41' 20" East 368.12 feet to a concrete monument, passing a concrete monument at 200 feet in the root of a 16-foot wild cherry; thence down the right fork of Lick Branch and leaving the 16-foot alley and with seven of the back lines of the Nellie R. Chilton property; said Chilton property fronting on Thomas Circle;

Thence South 1° 46' 07" West 108.52 feet to a concrete monument in the Branch;

Thence South 12° 37' 18" West 74.52 feet to a 2" iron pipe in the Branch

Thence South 29° 56' 18" West 95.50 feet to a 2" iron pipe on west side of Branch;

Thence South 34° 36' 18" West 108.60 feet to a concrete monument on west side of Branch

Thence South 20° 18' 42" East 145.00 feet to a "T" Rail at the intersection of two hollows;

Thence South 67° 48' 42" East 37.00 feet to a concrete monument in the Branch;

Thence South 33° 43' 42" East 216.50 feet to a concrete monument on a high point on the east side of Branch and being a common corner between Chilton and Arthur A. Abplanalp, Sr.; thence leaving the Chilton property and continuing down the Branch;

Thence South 40° 42' 56" East 200.34 feet to a concrete monument ("T" Rail called for is now gone) in the Branch; thence leaving the Abplanalp property and with the property owned jointly by Herbert E. Jones, Jr., and Charles T. Jones;

Thence South 49° 34' 32" West 1,218.29 feet to a concrete monument on west side of an old road bed and east side of a Branch and on the east side

of 40" White Oak pointer, passing a 2" iron pipe at 783.29 feet on top of a ridge;

Thence North 52° 48' 33" West 779.81 feet to a concrete monument of west side of an old road bed (passing a concrete monument at 618.81 feet) being a point in the south line of Lot 7 of Chafton Place; thence leaving the jointly owned property of the Jones' property and with the Chafton Place subdivision;

Thence North 59° 22' 17" East 392.70 feet to a concrete monument near top of ridge and being one of the corners to Lot 5 of Chafton Place;

Thence North 8° 07' 40" East 61.15 feet to a concrete monument on top of ridge, being another corner of Lot 5;

Thence North 25° 36' 01" West 468.60 feet to the point of beginning, passing, a concrete monument at 667.50 feet (common corner to Lot 5 and 6), containing 32.26 acres, more or less, according to a survey made by L. G. Sturgill, LLC of Stagg Engineering Services, Inc., and being all of Parcel 3 and part of Parcel 1 of that real property conveyed to Herbert E. Jones, Jr., and Charles T. Jones, by Amherst Coal Company and recorded in Kanawha County Clerk's Office in Deed Book 1982, page 416.

Being the same property conveyed unto Herbert E. Jones, Jr., and Gloria Callen Jones, his wife, as joint tenants with rights of survivorship by Deed dated December 19, 1984, recorded April 16, 1985, of record in Deed Book 2090, page 40.

The said Herbert E. Jones, Jr., died July 8, 2010, and pursuant to the survivorship clause contained in the said deed, Gloria C. Jones, became vested with the entire interest. The said Gloria C. Jones died, testate, on September 9, 2016, and by the terms of her Last Will and Testament dated September 6, 2007, recorded September 13, 2016, of record in the said Clerk's office in Will Book 903, page 153, Gloria C. Jones devised all the rest, residue and remainder of her estate, including the tracts of 15.75 acres and 16.51 acres, to the Trustees named under the Gloria Callen Jones Inter Vivos Trust dated September 6, 2007, the Trustees of which are the Grantors herein.

The property conveyed herein is to be known, and is hereinafter referred to, as the "The Herbert and Gloria Jones Woodlands.",

This conveyance is made for the exclusive purpose of conserving and preserving the natural and wooded setting and for creating a passive recreation area on The Herbert and Gloria Jones Woodlands, and, accordingly, there is hereby IMPOSED, CREATED, AND RESERVED on the property a perpetual restriction and conservation easement running with the land, so that The Herbert and Gloria Jones Woodlands shall be maintained in a natural and wooded condition and may be used only for passive recreational purposes. In order to carry out this purpose and to define the uses of the property, Grantee is expressly authorized to employ good forestry practices in maintaining the trees, to cut, trim, and plant trees and other plants, shrubs and flowers as are determined to be desirable, to eliminate invasive vines and plants, to thin-out undesirable growth, to landscape and beautify the property, to construct and maintain trails for hiking, biking, jogging, horseback riding and similar recreational uses, to maintain all utilities and to construct new utilities as necessary to serve adjacent properties, to maintain drains and storm water control facilities, to install a small box on a pedestal for a little library, to provide for off-road parking

adjacent to public roads, and to take such other actions and protections as are consistent with the purposes and uses expressed herein. No dwellings or other buildings may be constructed on the said property, except only such sheds or barns as may be desirable for the uses and purposes expressed herein. No motorized vehicles shall be permitted on the property, except only as reasonably necessary for the purposes stated herein.

Grantors reserve the right to install a sign naming the property and honoring Herbert and Gloria Jones and to landscape the entrance and any sign erected. In addition, Grantors reserve for the lives of Christine Jones Huber, Callen Jones McJunkin, Adelyn Jones and Herbert Jones, Jr., the right to adopt and implement a plan for plantings, landscaping, trails and other improvements and uses consistent with the conservation purposes stated herein and to approve any such plans proposed by Grantee.

The parties hereto do hereby declare that the transfer made by this deed is exempt from the excise tax on the privilege of transferring real property because it is a transfer to the City of Charleston, a political subdivision of the State of West Virginia, pursuant to West Virginia Code Chapter 11, Article 22, Section 1, as amended.

IN WITNESS WHEREOF, Callen Jones McJunkin, Individually And As Co-Trustee Of The Herbert E. Jones, Jr. Family Share Trust, And Christine Jones Huber, Individually And As Co-Trustee Of The Herbert E. Jones, Jr. Family Share Trust, And Callen Jones McJunkin, Individually And As Co-Trustee Of The Gloria Callen Jones Revocable Inter Vivos Trust, And Christine Jones Huber, Individually And As Co-Trustee Of The Gloria Callen Jones Revocable Inter Vivos Trust has caused this deed to be executed by an officer who is duly authorized therefor.

Execution Pages Follow

Callen Jones McJunkin, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust

State of West Virginia)
 (To-Wit:
County of Kanawha)

I, _____, a Notary Public in and for said County and State, do hereby certify that the Grantor, Callen Jones McJunkin, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust, whose name is affixed as subscribing witnesses to the foregoing document bearing the ____ day of June, 2019, have this day acknowledged the same before me in said County.

Given under my hand this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

Christine Jones Huber, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust

State of West Virginia)
 (To-Wit:
County of Kanawha)

I, _____, a Notary Public in and for said County and State, do hereby certify that the Grantor, Christine Jones Huber, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust, whose name is affixed as subscribing witnesses to the foregoing document bearing the ____ day of June, 2019, have this day acknowledged the same before me in said County.

Given under my hand this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

This Deed prepared by:
J. Thomas Lane
Bowles Rice LLP
600 Quarrier Street
Charleston, WV 25301



Resolution No. 272-19

Introduced in Council:

Adopted by Council:

December 16, 2019

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 272-19 – Authorizing the Mayor or City Manager to enter into an agreement
2 with Tennant Sales and Service, in the amount of \$58,491.69, for purchase of a four-wheeled
3 Mid-Sized Rider Sweeper to be used by the Charleston Parking System.
4
5 Be it Resolved by the Council of the City of Charleston, West Virginia:
6
7 The Mayor or City Manager are authorized to enter into an agreement with Tennant Sales and
8 Service, in the amount of \$58,491.69, for purchase of a four-wheeled Mid-Sized Rider Sweeper
9 to be used by the Charleston Parking System.

Purchase of 4-wheeled Mid-Sized Rider Sweeper
Bid Opening: November 25, 2019 @11:00am

	Tennant Sales and Service 701 N. Lilac Dr. Minneapolis, MN 55422 P: (800) 553-8033 tennantbid@tennantco.com	Grainger Industrial Supply 3000 7th Ave. Charleston, WV 25312 681-204-2041 alicia.lburg@grainger.com
4-wheeled Mid-Sized Rider Sweeper	\$58,491.69	\$60,316.30

1 Resolution No. 273-19

3 Introduced in Council:

Adopted by Council:

5 December 16, 2019

7 Introduced by:

Referred to:

10 Bobby Reishman and Joseph Jenkins

Finance

12 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA
13 AUTHORIZING THE FILING OF CIVIL ACTIONS FOR THE CONDEMNATION OF PROPERTY FOR
14 SANITARY SEWER EASEMENTS NECESSARY FOR THE SANITARY BOARD OF THE CITY OF
15 CHARLESTON, WEST VIRGINIA TO CONSTRUCT, INSTALL AND COMPLETE PHASE I OF ITS
16 WOODWARD BRANCH SEWER REPLACEMENT AND REHABILITATION PROJECT

18 WHEREAS, the Sanitary Board of the City of Charleston, West Virginia (the "Sanitary Board") has
19 presented a Resolution requesting the City Council of the City of Charleston, West Virginia to
20 authorize the City of Charleston (the "City") to file civil actions in the Circuit Court of Kanawha
21 County for the condemnation of property for sanitary sewer permanent easements, temporary
22 easements, temporary construction access easements, and temporary access easements
23 necessary for the Sanitary Board to construct, install and complete Phase I of its Woodward
24 Branch Sewer Replacement and Rehabilitation Project (the "Project");

26 WHEREAS, the City, in accordance with the provisions of Chapter 16, Article 13 of the Code of
27 West Virginia, 1931, owns the sewerage system, both within and without the corporate limits of
28 the City, consisting of a sewage treatment plant or plants and its collecting, intercepting and
29 outlet sewers, lateral sewers, drains, force mains, conduits, pumping stations and ejector stations
30 and all other appurtenances, extensions, improvements and betterments necessary,
31 appropriate, useful, convenient or incidental for the collection, treatment, purification and
32 disposal in a sanitary manner of liquid and solid waste, sewage and industrial waste (the
33 "System");

35 WHEREAS, the Sanitary Board, created by Ordinance of the City Council adopted March 17, 1952,
36 is a separate entity from the City;

38 WHEREAS, by Ordinance of the City Council adopted June 16, 1952, custody, administration,
39 operation and maintenance of the System were placed under the supervision and control of the
40 Sanitary Board;

1 WHEREAS, due to statutory provisions under which the City owns the System, it is necessary for
2 the City to file civil actions for the condemnation of property for easements necessary for the
3 System;

4 WHEREAS, the Sanitary Board is pursuing the Project in the areas of the City including, but not
5 limited to, 26th Street (between 7th Avenue and Washington Street West), Washington Street
6 West (East and West from intersection with 26th Street and Woodward Drive), Woodward Drive
7 (from intersection with Washington Street West to Headly Drive), Woodhaven Drive, Woodpath
8 Lane, and Wilmore Lane, which is necessary to correct older, failing sewer collection lines and is
9 necessary for the health and welfare of the citizens of the City;

10
11 WHEREAS, the Project includes the replacement and/or rehabilitation of approximately 15,300
12 linear feet (approximately 2.9 miles) of sewer lines, and numerous permanent easements and
13 temporary construction easements are necessary to undertake and complete the Project;

14
15 WHEREAS, the Sanitary Board and its right-of-way agents have diligently sought easement
16 agreements for such necessary easements from the affected property owners and have received
17 and recorded many signed easement agreements;

18
19 WHEREAS, due to numerous factors including, but not limited to, out-of-state property owners,
20 properties held in heirships with numerous heirs, some whose location is unknown, and
21 uncooperative or uncommunicative property owners, the Sanitary Board has been unable to
22 obtain by negotiation and agreement all of the necessary sewer easements; and

23
24 WHEREAS, the Sanitary Board has no choice but to request the City to authorize the filing of civil
25 actions for the acquisition, pursuant to the City's power of eminent domain, certain property
26 interests in order to obtain the necessary sewer easements for the Project; now, therefore,

27
28 Be it Resolved by the Council of the City of Charleston, West Virginia, as follows:

29
30 Section 1. To accomplish construction of the Project in the aforesaid areas of the City necessary
31 for the health and welfare of the citizens of the City, the Sanitary Board must obtain easements
32 across and through certain properties as set forth on Exhibit A to this Resolution.

33
34 Section 2. The Sanitary Board requests the Council of the City to authorize the City, on behalf of
35 and by and through the Sanitary Board and its counsel to file civil actions for the acquisition for
36 the Sanitary Board, pursuant to the power of eminent domain, of the property interests set forth
37 on Exhibit A and to take such other and further action as may be reasonably necessary to acquire
38 the property rights for easements necessary to construct, install, operate, maintain, repair,
39 replace, rehabilitate, line and remove sewer lines and appurtenances thereto.

40
41 Section 3. The Council of the City hereby authorizes the City, on behalf of and by and through
42 the Sanitary Board and its counsel to file civil actions for the acquisition for the Sanitary Board,
43 pursuant to the power of eminent domain, of the property interests set forth on Exhibit A as

1 needed and to take such other and further action as may be reasonably necessary to acquire the
2 property rights for easements necessary to construct, install, operate, maintain, repair, replace,
3 rehabilitate, line and remove sewer lines and appurtenances thereto.
4

EXHIBIT A
LIST OF EASEMENTS TO BE CONDEMNED
FOR THE WOODWARD BRANCH SEWER
REPLACEMENT AND REHABILITATION PROJECT
December 11, 2019

Tax Map/Parcel	Type of Easement
CN 4/3	Permanent
CN 4/11	Permanent and Temporary
CN 4/14	Permanent and Temporary
CN 4/15	Permanent and Temporary
CN 4/27	Permanent
CN 4/30	Permanent and Temporary
CN 5/3	Temporary
CN 5/5	Permanent and Temporary
CN 5/26	Permanent
CN 5/27	Permanent
CN 6/4	Temporary
CN 6/7	Temporary
CN 6/15	Temporary
CN 81/43	Permanent
CN 81/44	Permanent and Temporary
CN 81/45	Permanent and Temporary
CN 82/28	Temporary
CN 82/29	Temporary
CN 82/45	Permanent and Temporary
CN 82/46	Permanent
CN 82/51	Permanent
CN 82/55	Permanent and Temporary
CN 82/63	Permanent and Temporary
CN 85/98	Temporary
CN 85/124	Permanent
CN 85/125	Permanent and Temporary
CN 85/151	Temporary
CN 85/155	Permanent
CN 85/159	Temporary
CN 85/162	Temporary
CN 85/164	Temporary
CN 85/217	Temporary
CN 85/220	Permanent
CN 85/223	Temporary

Resolution No. 274-19

Introduced in Council:

Adopted by Council:

December 16, 2019

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 274-19 – Authorizing the Mayor or City Manager to enter into a contract with
2 DC Elevator in the amount of \$69,500.00, for repair of the elevator located in the Quarrier
3 Street Parking Garage. It is expected to be charged to the Civic Center Capital Improvement
4 Fund.

5

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

7

8 That the Mayor and Chief or City Manager to enter into a contract with DC Elevator in the
9 amount of \$69,500.00, for repair of the elevator located in the Quarrier Street Parking Garage.
10 It is expected to be charged to the Civic Center Capital Improvement Fund.

Elevator Repair and Replacement for the CCCC Parking Garage

Project No. 2019-001

Bid Opening: December 12, 2019 @ 11:00am

	DC Elevator	Oracle Elevator	Thyssenkrupp Elevator
	521 Slack Street, Suite B	4776 Chimney Drive	901 Morris Street
	Charleston WV, 25302	Charleston, WV 25302	Charleston WV, 25301
	P: (304) 345-7222	P: (304) 744-4020	P: (304) 342-0187
	kathy.davis@dcelevator.com	steven.scott@oracleelevator.com	eric.hackney@thyssenkrupp.com
Project Total	\$69,500.00	\$113,549.00	\$145,000.00
Local Vendor Preference (4%)	\$2,780 Discount (\$66,820)	\$4,541.96 Discount (\$109,007.04)	\$5,800 Discount (\$139,200)
Project Completion	60-75 days	74 days	80 days
Successful Bidder with Local Preference Consideration			

Resolution No. 275-19

Introduced in Council:

Adopted by Council:

December 16, 2019

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 275-19 – Authorizing the Mayor and Chief of Police to execute and enter into a
2 Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area (“HIDTA”)
3 for funds from the United States Office of National Drug Control Policy in the total amount of
4 \$156,000 to be awarded to the Metro Drug Enforcement Network Team. The 2020 calendar
5 year funds are designated for purchase of evidence and information (\$20,000); seven (7) full-
6 time officers at \$18,000 each (\$126,000); and overtime for four (4) part-time interdiction
7 officers at \$2,500 each (\$10,000).

8

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

10

11 That the Mayor and Chief of Police are authorized to execute and enter into a Subaward
12 Recipient Agreement with Appalachia High Intensity Drug Trafficking Area (“HIDTA”) for funds
13 from the United States Office of National Drug Control Policy in the total amount of \$156,000 to
14 be awarded to the Metro Drug Enforcement Network Team. The 2020 calendar year funds are
15 designated for purchase of evidence and information (\$20,000); seven (7) full-time officers at
16 \$18,000 each (\$126,000); and overtime for four (4) part-time interdiction officers at \$2,500
17 each (\$10,000).

18



December 2, 2019

Chief of Police
Charleston Police Department
P.O. Box 2749
Charleston, WV 25330

Dear Chief of Police:

We are pleased to inform you that the CY 2020 Appalachia HIDTA Subaward Agreement is ready for your review and signature.

The original Subaward Agreement for CY 2020 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 2020 HIDTA budget and information regarding the AHIDTA Reimbursement Form LC-07.

If you accept this subaward, **please sign and date both the Subaward Agreement on page 1 and the Subaward Conditions on page 11 and return via email or regular mail to the following:**

Email: Finance@ahidta.org

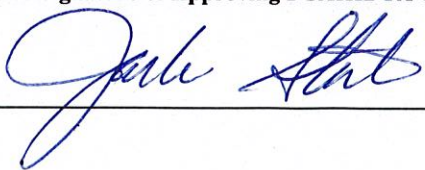
**Mail: Finance Department
Appalachia HIDTA
400 South Main Street, 3rd Floor
London, KY 40741**

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): G20AP0001A	9. Federal Award Date: January 1, 2020
		10. Subaward period of Performance: From: 01/01/2020 to 12/31/2020	
3. Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program		11. Pass-through entity name: Laurel County Fiscal Court	
4. Federal Awarding Agency: Office of National Drug Control Policy		12. Pass-through entity contact information: Jodi Albright, Commissioner 400 South Main Street, 3 rd Floor London, KY 40741	
5. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program – 95.001</i>		13. Indirect Cost Rate: \$0.00	
6. Award Type: B-Projects		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/Printed Name and Title of Authorized Official:	
15b. Signature of Approving FCAHIDTA Official: 	Date: 11/11/19	17b. Signature of Authorized Recipient:	Date:
16a. Typed Name and Title of Approving Official: Jackie Steele, Commissioner Financial Commission for Appalachia HIDTA		18. Authorized Official e-mail address:	
16b. Signature of Approving FCAHIDTA Official: 	Date: 11/14/19	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.

8. **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"
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 6 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. 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 Native American 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) (ii) provide a valid DUNS number on the subaward agreement; (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 (FAPIS)) 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.

2. 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.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. 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 Appalachia HIDTA program. 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.
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 available 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 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.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the quarterly reporting system established by the Appalachia HIDTA.

OFFICE OF NATIONAL CONTROL POLICY

E. 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) from 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 connection 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.

F. 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

OFFICE OF THE CITY ATTORNEY
CITY OF CHARLESTON
APPROVED AS TO FORM THIS
day of Dec., 2019.
and
for

Reviewing Attorney

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.

2020 - Appalachia

Initiative - Metropolitan Drug Enforcement Network Team

Award Recipient - Laurel County Fiscal Court (G20AP0001A)

Resource Recipient - Charleston Police Department

Overtime	Account Number	Quantity	Amount
Investigative - Law Enforcement Officer	01-02-20-284-64-6080.05	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/PS	01-02-20-284-64-5601.01		\$20,000.00
Total Other			\$20,000.00
Total Budget			\$156,000.00