

CHARLESTON CITY COUNCIL

Regular Meeting

December 21, 2020

at 7:00 PM



UNTIL FURTHER NOTICE, COUNCIL MEETINGS WILL BE MADE AVAILABLE TO THE PUBLIC VIA ZOOM AND CIVICCLERK

City Hall, 501 Virginia St. E.

Charleston, WV

AGENDA

***Join via internet:**

<https://us02web.zoom.us/j/83794839940?pwd=UXEyaHZlQkFWMEFCZzUvNk1ReFA0UT09>

Passcode: 511268

***Join via Telephone: (312) 626-6799 or (929) 436-2866**

Webinar ID: 837 9483 9940

***Join via CivicClerk: <https://charlestonwv.civicclerk.com>**

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER WITH THE CLERK'S OFFICE VIA PHONE ON DECEMBER 21, 2020 FROM 3:00-6:00 P.M. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)). 304-348-8179.**
2. Claims 12-21-2020

PROCLAMATIONS

1. 12-21-2020

COMMUNICATIONS

1. 12-21-2020

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 400-20 – A Resolution requesting the City of Charleston to file a civil action in the Circuit Court of Kanawha County for the condemnation of property for its Bench Road Pump Station Replacement Project
2. Resolution No. 401-20 – A Resolution requesting the City of Charleston to file civil actions in the Circuit Court of Kanawha County for the condemnation of property for sanitary sewer permanent and temporary easements necessary for the Sanitary Board to construct, install and complete its Danner Hollow Sewer Replacement and Rehabilitation Project
3. Resolution No. 404-20 – Authorizing the Mayor or City Manager to contract for the construction of a new City skate park
4. Resolution No. 405-20 - Authorizing the Mayor or City Manager to enter into a contract to replace the roof at Fire Station No. 2
5. Resolution No. 406-20 - Authorizing the Mayor or Chief of Police to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area for funds to be awarded to the Metropolitan Drug Enforcement Network Team
6. Resolution No. 407-20 - Authorizing the Mayor or City Manager to purchase 1 replacement vehicle to be used by the Metropolitan Drug Enforcement Network Team

REPORTS OF OFFICERS

1. 12-21-2020

NEW BILLS

1. 12-21-2020

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

ROLL CALL

ADJOURNMENT



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,

SPENCER COX, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 47 MAX DR Drybranch WV 26061

Telephone Number: 304-859-1924

and that on the 18th day of November, 2019/2020, at approximately 4:50 am/pm (B)
in the City of Charleston, West Virginia, he/she sustained

Passenger side Damage to vehicle.

Nature Of Injury And/Or Damage

As A Result Of:

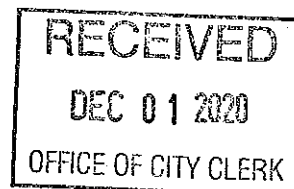
A Dollar General Shopping Cart hitting the
Side of Vehicle

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

[Signature]
Signature of Claimant

Taken, subscribed and sworn to before me this _____ day of _____, 2020.
My commission expires _____.

Notary Public





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,

Brian K. Sawyer, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 3817 Staunton Ave. S.E. Charleston, WV 25304

Telephone Number: (304) 545-4372

and that on the 2nd day of December, 2019/2020, at approximately am/pm
in the City of Charleston, West Virginia, he/she sustained

Tree Limb Fell and broke my 1994 Volvo Front windshield

Nature Of Injury And/Or Damage

As A Result Of:

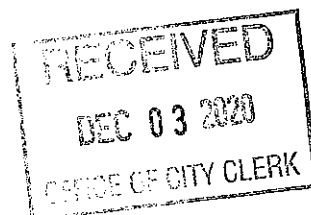
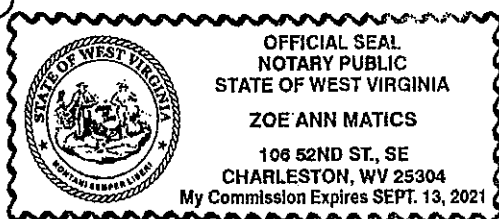
Tree Limb falling during snow

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

Brian K Sawyer
Signature of Claimant

Taken, subscribed and sworn to before me this 3rd day of December, 2020.
My commission expires September 13, 2021.

Zoe Ann Matics
Notary Public



1 Resolution No. 400-20

3 Introduced in Council:

Adopted by Council:

5 December 21, 2020

7 Introduced by:

Referred to:

10 Joseph Jenkins

Finance

12 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLESTON, WEST
13 VIRGINIA AUTHORIZING THE FILING OF A CIVIL ACTION IN THE CIRCUIT COURT
14 OF KANAWHA COUNTY FOR THE CONDEMNATION OF PROPERTY FOR
15 ACQUISITION OF A PARCEL OF LAND CONTAINING 614.42 SQUARE FEET
16 NECESSARY TO CONSTRUCT, INSTALL AND COMPLETE THE SANITARY
17 BOARD OF THE CITY OF CHARLESTON'S BENCH ROAD
18 PUMP STATION REPLACEMENT PROJECT

20 WHEREAS, the Sanitary Board of the City of Charleston, West Virginia (the "Sanitary Board")
21 has presented a Resolution requesting the City Council of the City of Charleston, West Virginia to
22 authorize the City of Charleston (the "City") to file a civil action in the Circuit Court of Kanawha
23 County for the condemnation of property for its Bench Road Pump Station Replacement Project
24 (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 outlet
29 sewers, lateral sewers, drains, force mains, conduits, pumping stations and ejector stations and all
30 other appurtenances, extensions, improvements and betterments necessary, appropriate, useful,
31 convenient or incidental for the collection, treatment, purification and disposal in a sanitary manner
32 of liquid and solid waste, sewage and industrial waste (the "System");

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

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

41 WHEREAS, due to statutory provisions under which the City owns the System, it is necessary for
42 the City to file a civil action for the condemnation of property for the acquisition of land necessary
43 for the System;

1 WHEREAS, the Sanitary Board is pursuing the Project in the City of Charleston which is necessary
2 for the health and welfare of the citizens of the City;

3
4 WHEREAS, the Project includes the construction, installation, replacement, and completion of the
5 Bench Road Pump Station, and the acquisition of a parcel of land containing 614.42 square feet is
6 necessary to undertake and complete the Project;

7
8 WHEREAS, the Sanitary Board has diligently sought the purchase of the parcel of land from the
9 affected property owner, however, due to the property owner being uncommunicative or
10 uncooperative, the Sanitary Board has been unable to obtain by negotiation and agreement the
11 necessary parcel of land; and

12
13 WHEREAS, the Sanitary Board has no choice but to request the City to authorize the filing of a
14 civil action for the acquisition, pursuant to the City's power of eminent domain, of the necessary
15 parcel of land for the Project; now, therefore,

16
17 Be it Resolved by the Council of the City of Charleston, West Virginia, as follows:

18
19 Section 1. To accomplish the construction, installation, and completion of the Bench Road Pump
20 Station Replacement Project in the City of Charleston necessary for the health and welfare of the
21 citizens of the City of Charleston, the Sanitary Board of the City of Charleston, West Virginia (the
22 "Sanitary Board") must acquire a parcel of land containing 614.42 square feet, as shown on Exhibit
23 A to this Resolution.

24
25 Section 2. The Sanitary Board requests the City Council of the City of Charleston to authorize the
26 City of Charleston, on behalf of and by and through the Sanitary Board and its counsel to file a
27 civil action for the acquisition for the Sanitary Board, pursuant to the power of eminent domain,
28 of the parcel of land as shown on Exhibit A and to take such other and further action as may be
29 reasonably necessary to acquire the parcel of land necessary to construct, install and complete the
30 Bench Road Pump Station Replacement Project.

31
32 Section 3. The City Council of the City of Charleston hereby authorizes the City of Charleston,
33 on behalf of and by and through the Sanitary Board and its counsel to file a civil action for the
34 acquisition for the Sanitary Board, pursuant to the power of eminent domain, of the parcel of land
35 shown on Exhibit A as needed and to take such other and further action as may be reasonably
36 necessary to acquire the parcel of land necessary to construct, install and complete the Bench Road
37 Pump Station Replacement Project.
38

SEE MALDEN DISTRICT TAX MAP 7B.

BENCH ROAD

REBAR
FOUND

S18-12-51E
27.58'

KENNETH EDWARD BURNS
WB.561, PG.677
TM.7B, PARCEL 29

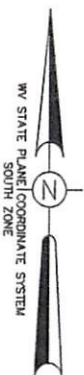
CSB
BENCH ROAD
PUMP STATION

614.42 SQ.FT.
AREA

TO REBAR FOUND
52.11'

BRIAN HUNT
DB.3054, PG.872
TM.7B, PARCEL 24.1

KENNETH BURNS
&
PEGGY MILLER
DB.2549, PG.117
TM.7B, PARCEL 24.2



JAMES R. BUMGARDNER JR.
LICENSED
No. 1939
STATE OF
WEST VIRGINIA
JAMES R. BUMGARDNER JR. PS. No.1939

SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA
A MUNICIPAL UTILITY



TITLE: PLAT SHOWING
BENCH ROAD SANITARY PUMP STATION
MALDEN DISTRICT
IN THE CITY OF CHARLESTON
KANAWHA COUNTY, WV

DATE: 06-05-2020	SCALE: 1"=10'
PROJECT:	DRAWN BY: JRB
CHECKED BY:	APPROVED BY:
SHEET NO 1	OF 1

EXHIBIT A

1 Resolution No. 401-20

3 Introduced in Council:

Adopted by Council:

5 December 21, 2020

7 Introduced by:

Referred to:

10 Joseph Jenkins

Finance

12 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLESTON, WEST
13 VIRGINIA AUTHORIZING THE FILING OF CIVIL ACTIONS FOR THE
14 CONDEMNATION OF PROPERTY FOR SANITARY SEWER EASEMENTS NECESSARY
15 FOR THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA TO
16 CONSTRUCT, INSTALL AND COMPLETE ITS SANITARY SEWER REPLACEMENT
17 AND REHABILITATION PROJECT FOR CONTRACT 18-4 DANNER HOLLOW

19 WHEREAS, the Sanitary Board of the City of Charleston, West Virginia (the “Sanitary Board”)
20 has presented a Resolution requesting the City Council of the City of Charleston, West Virginia to
21 authorize the City of Charleston (the “City”) to file civil actions in the Circuit Court of Kanawha
22 County for the condemnation of property for sanitary sewer permanent and temporary easements
23 necessary for the Sanitary Board to construct, install and complete its Danner Hollow Sewer
24 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 outlet
29 sewers, lateral sewers, drains, force mains, conduits, pumping stations and ejector stations and all
30 other appurtenances, extensions, improvements and betterments necessary, appropriate, useful,
31 convenient or incidental for the collection, treatment, purification and disposal in a sanitary manner
32 of liquid and solid waste, sewage and industrial waste (the “System”);

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

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

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

1 WHEREAS, the Sanitary Board is pursuing the Project in the area of Danner Hollow, which is
2 necessary to correct older, failing sewer collection lines and is necessary for the health and welfare
3 of the citizens of the City;
4

5 WHEREAS, the Project includes the replacement and/or rehabilitation of approximately one mile
6 of sewer lines, and numerous permanent easements and temporary construction easements are
7 necessary to undertake and complete the Project;
8

9 WHEREAS, the Sanitary Board and its right-of-way agents have diligently sought easement
10 agreements for such necessary easements from the affected property owners and have received
11 and recorded many signed easement agreements;
12

13 WHEREAS, due to numerous factors including, but not limited to, out-of-state property owners
14 and uncooperative or uncommunicative property owners, the Sanitary Board has been unable to
15 obtain by negotiation and agreement all of the necessary sewer easements; and
16

17 WHEREAS, the Sanitary Board has no choice but to request the City to authorize the filing of civil
18 actions for the acquisition, pursuant to the City's power of eminent domain, certain property
19 interests in order to obtain the necessary sewer easements for the Project; now, therefore,
20

21 Be it Resolved by the Council of the City of Charleston, West Virginia, as follows:
22

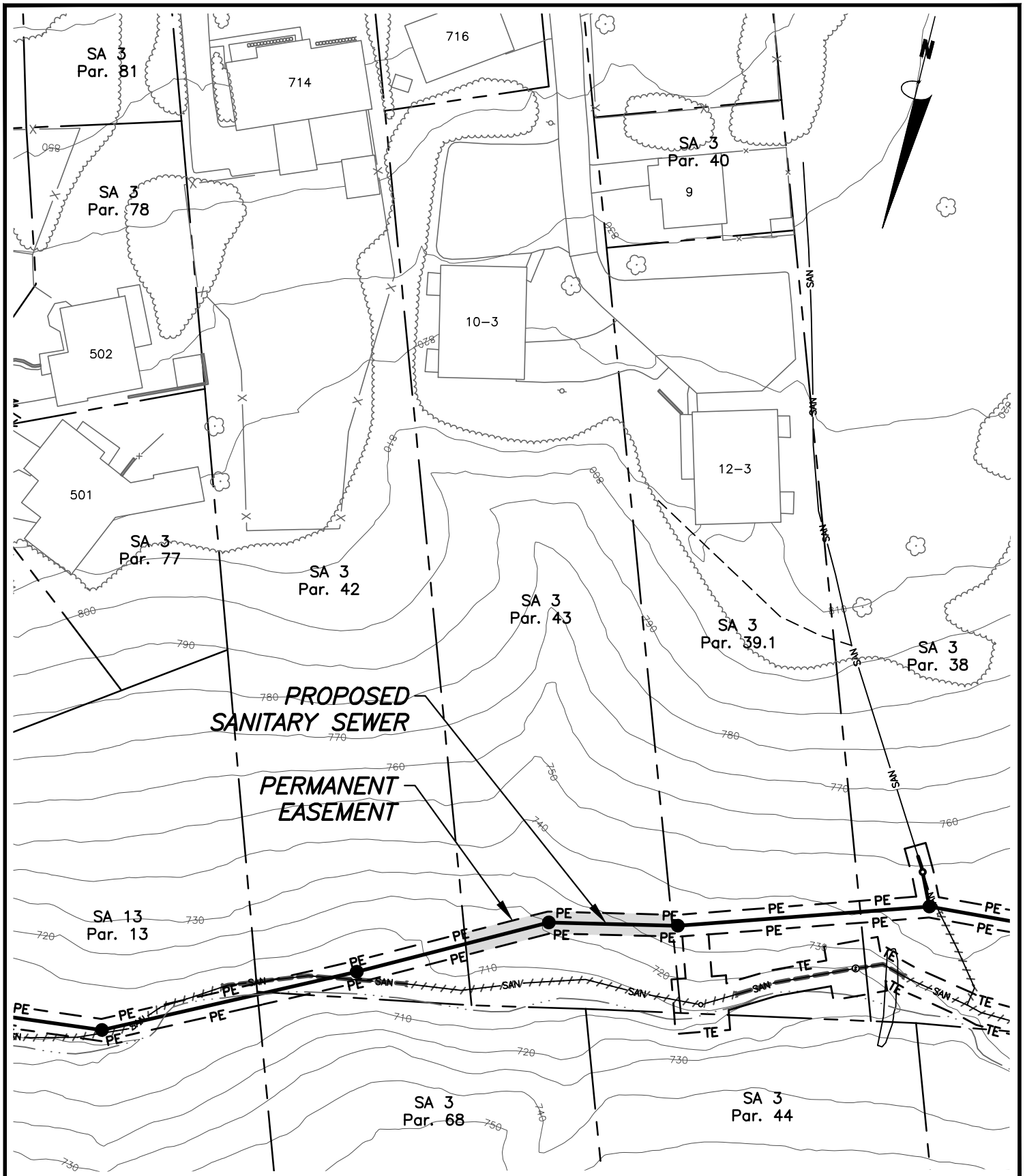
23 Section 1. To accomplish construction of the sewer replacement and rehabilitation project in the
24 Danner Hollow area of the City of Charleston necessary for the health and welfare of the citizens
25 of the City of Charleston, the Sanitary Board of the City of Charleston, West Virginia (the
26 "Sanitary Board" must obtain easements across and through certain properties as set forth on
27 Exhibit A to this Resolution.
28

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

37 Section 3. The City Council of the City of Charleston hereby authorizes the City of Charleston,
38 on behalf of and by and through the Sanitary Board and its counsel to file civil actions for the
39 acquisition for the Sanitary Board, pursuant to the power of eminent domain, of the property
40 interests set forth on Exhibit A as needed and to take such other and further action as may be
41 reasonably necessary to acquire the property rights for easements necessary to construct, install,
42 operate, maintain, repair, replace, rehabilitate, line and remove sewer lines and appurtenances
43 thereto.
44

EXHIBIT A
LIST OF EASEMENTS TO BE CONDEMNED
FOR THE DANNER HOLLOW SEWER
REPLACEMENT AND REHABILITATION PROJECT
December 1, 2020

Tax Map/Parcel	Type of Easement
SA 3/30.5	Permanent
SA 3/43	Permanent and Temporary
SA 13/13	Permanent and Temporary
SA 14/134	Temporary
SA 14/202	Permanent and Temporary
SA 14/203	Permanent



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 3
PARCEL 43

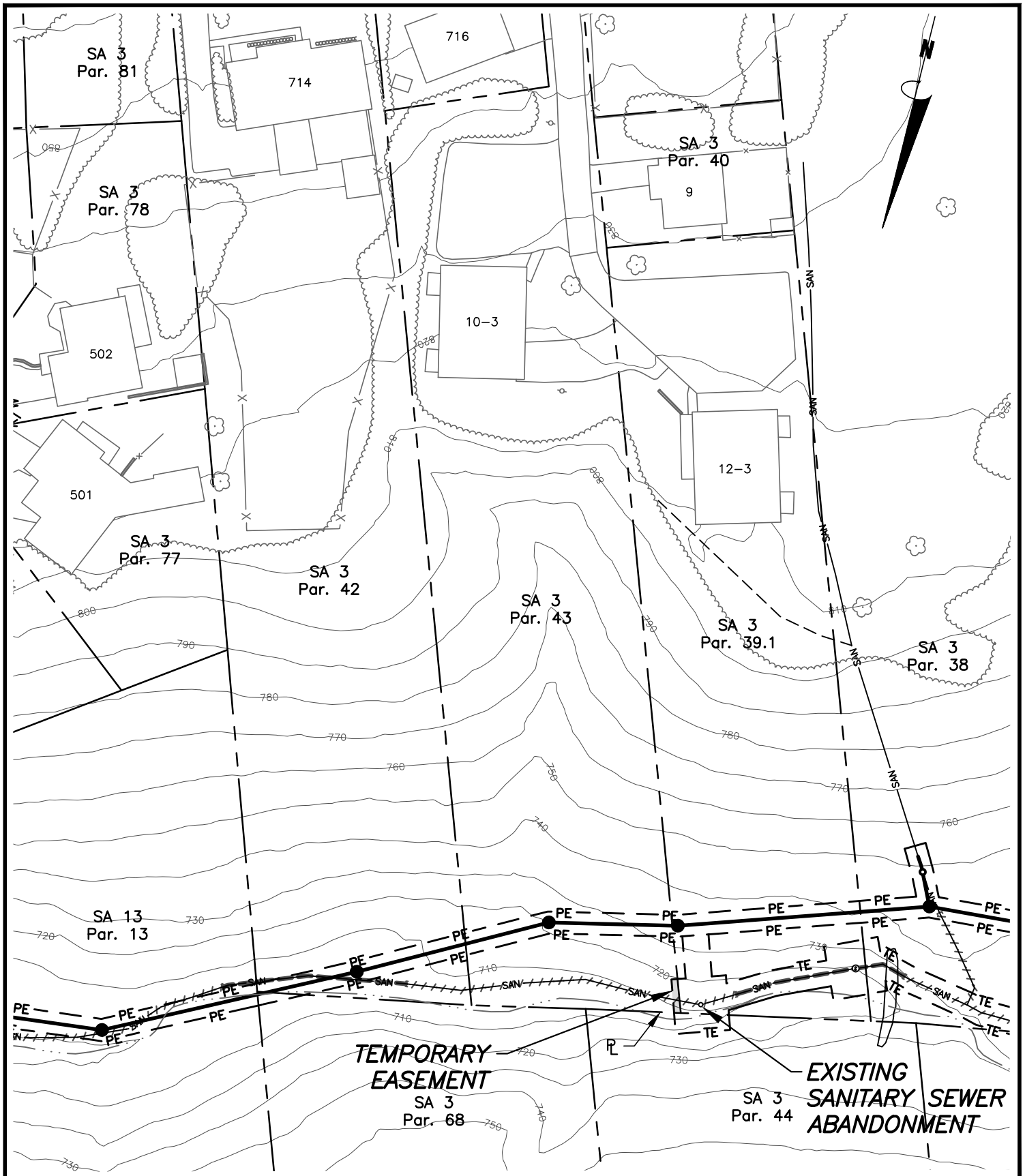
JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 3
PARCEL 43

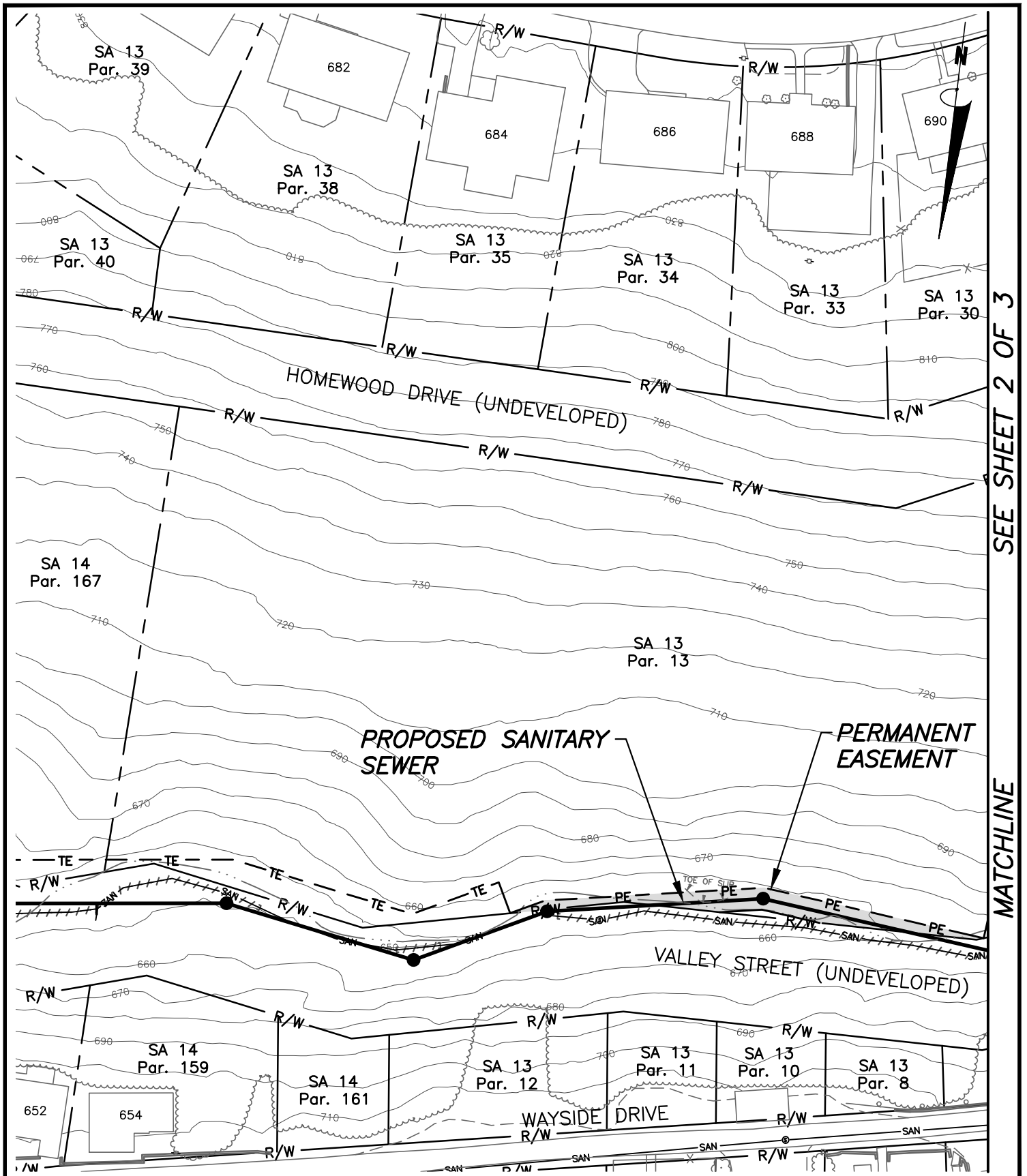
JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1



SEE SHEET 2 OF 3
MATCHLINE

SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 13
PARCEL 13

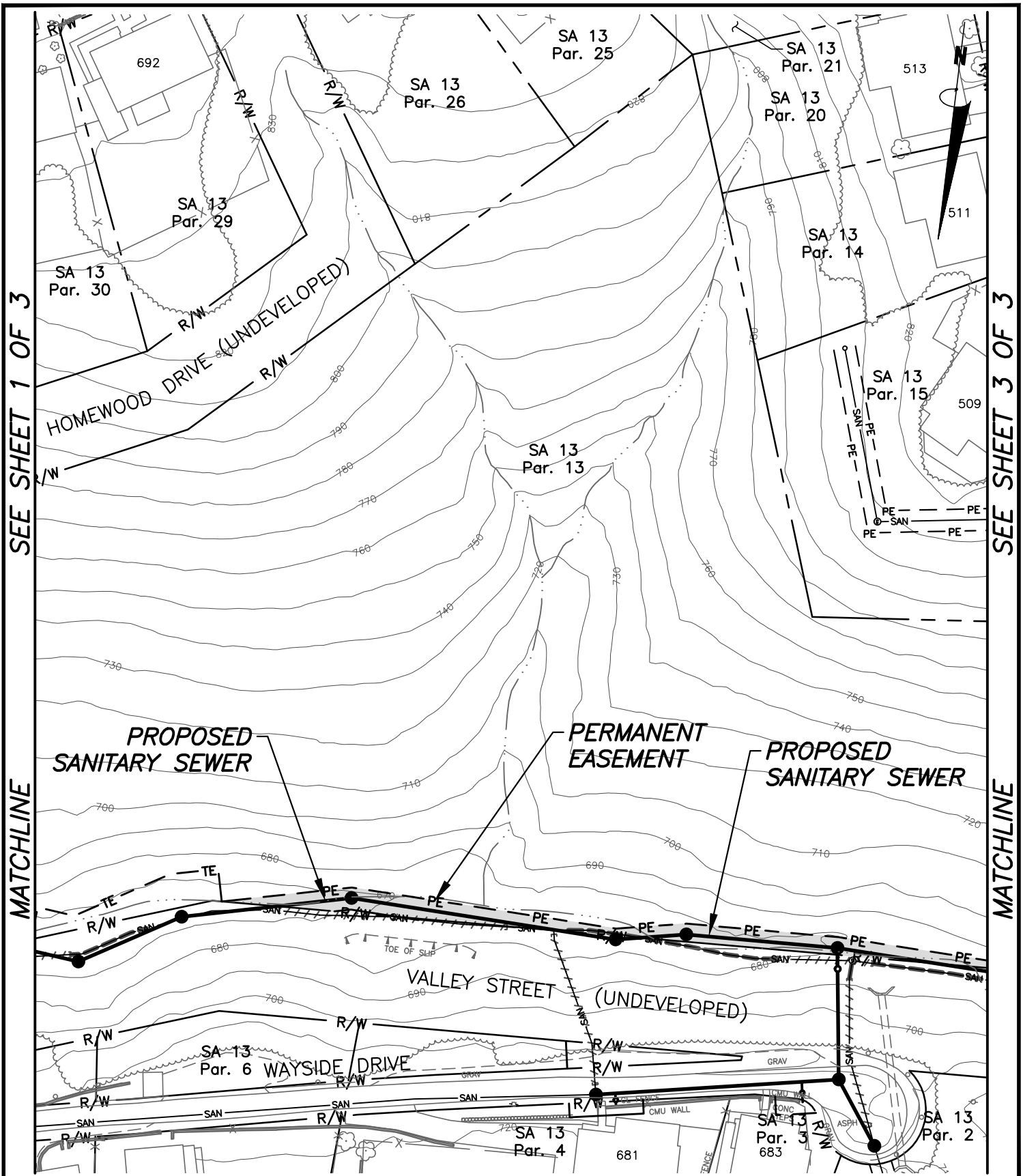
JOB NO. 56502

SCALE: NONE

DATE: 7/28/20

SHEET NO.
1

OF
3



SEE SHEET 1 OF 3

SEE SHEET 3 OF 3

MATCHLINE

MATCHLINE

SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 13
PARCEL 13

JOB NO. 56502

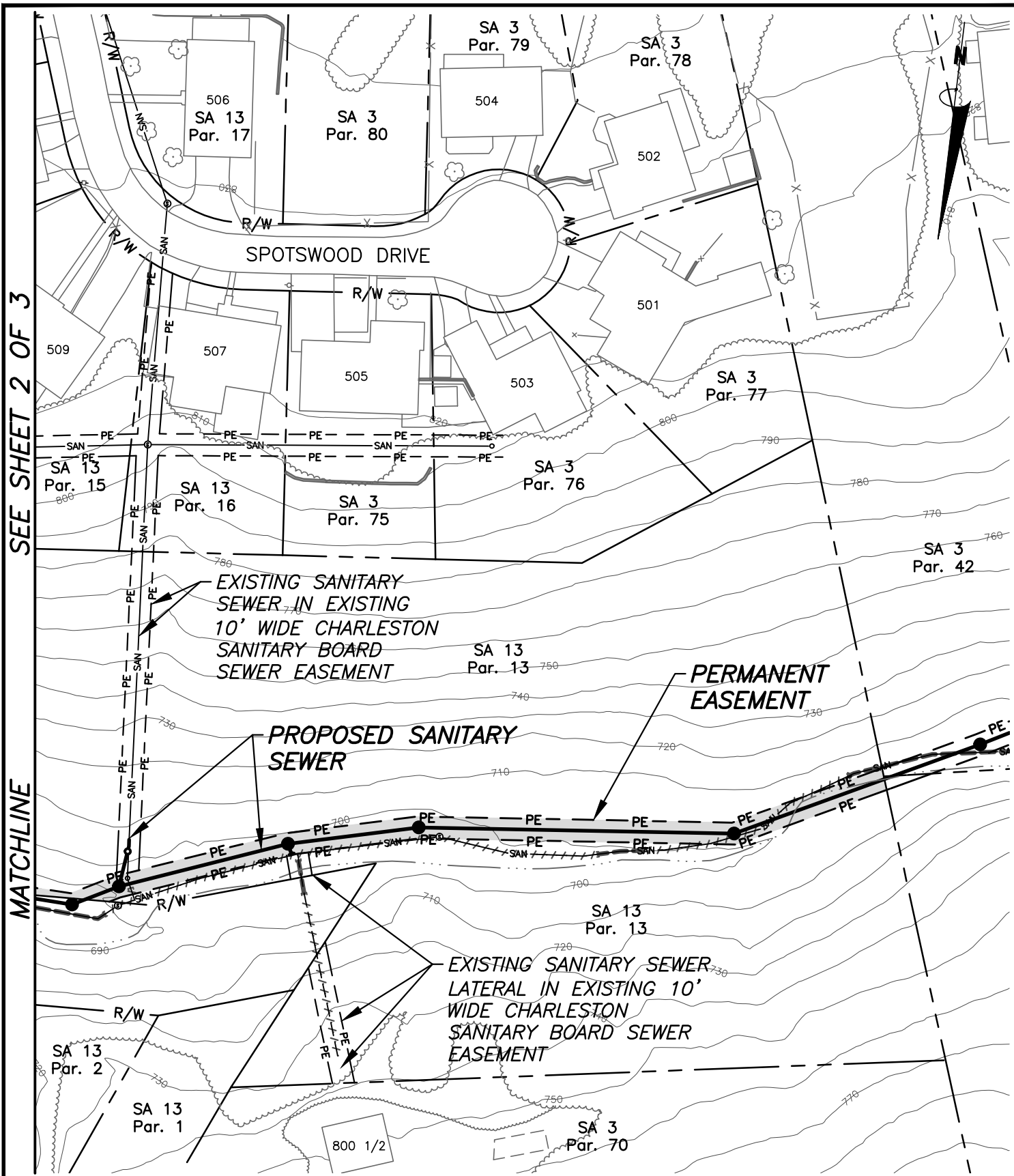
SCALE: NONE

DATE: 7/28/20

SHEET NO.	OF
2	3

SEE SHEET 2 OF 3

MATCHLINE



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 13
PARCEL 13

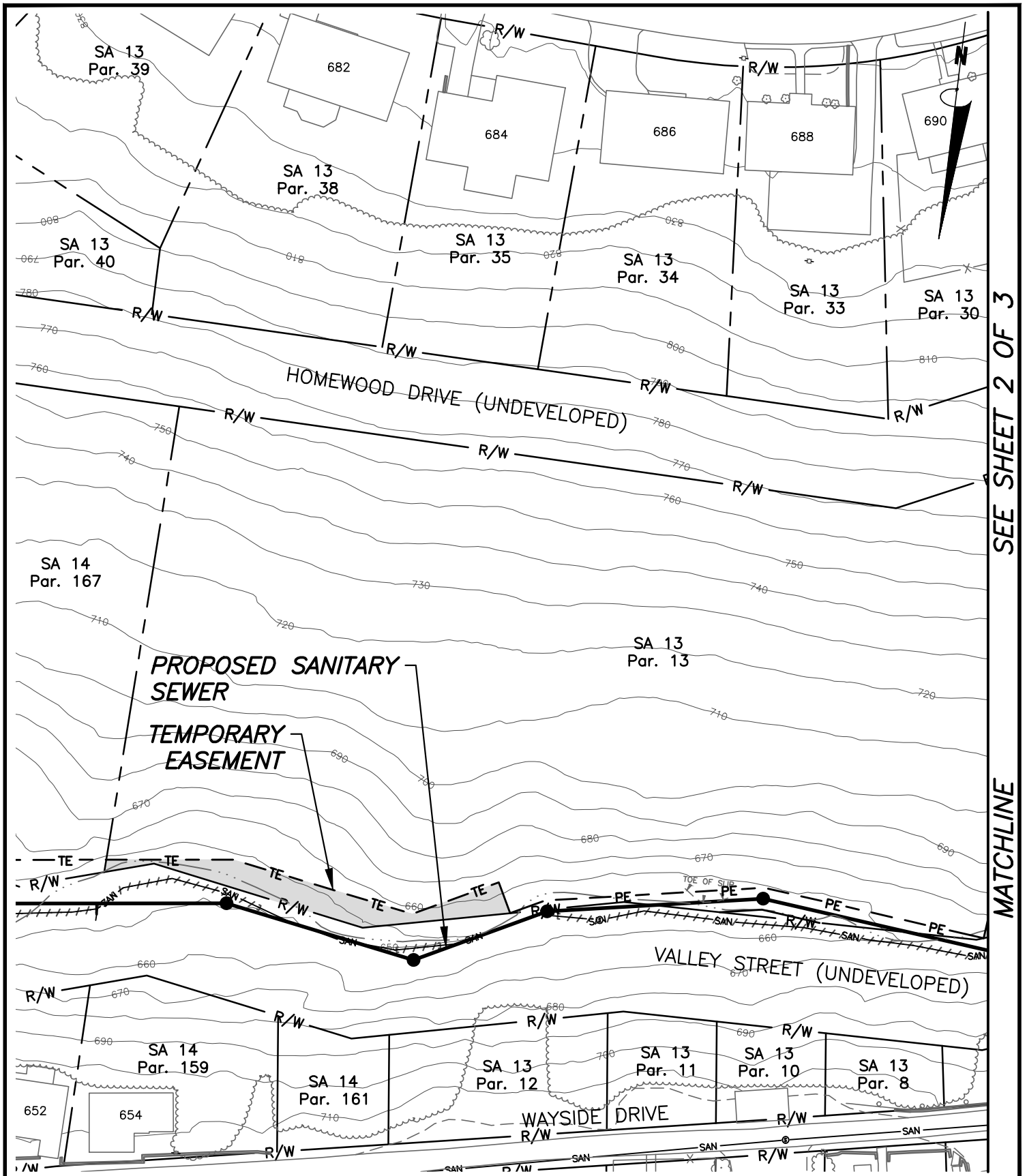
JOB NO. 56502

SCALE: NONE

DATE: 7/28/20

SHEET NO.
3

OF
3



SEE SHEET 2 OF 3

MATCHLINE

SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 13
PARCEL 13

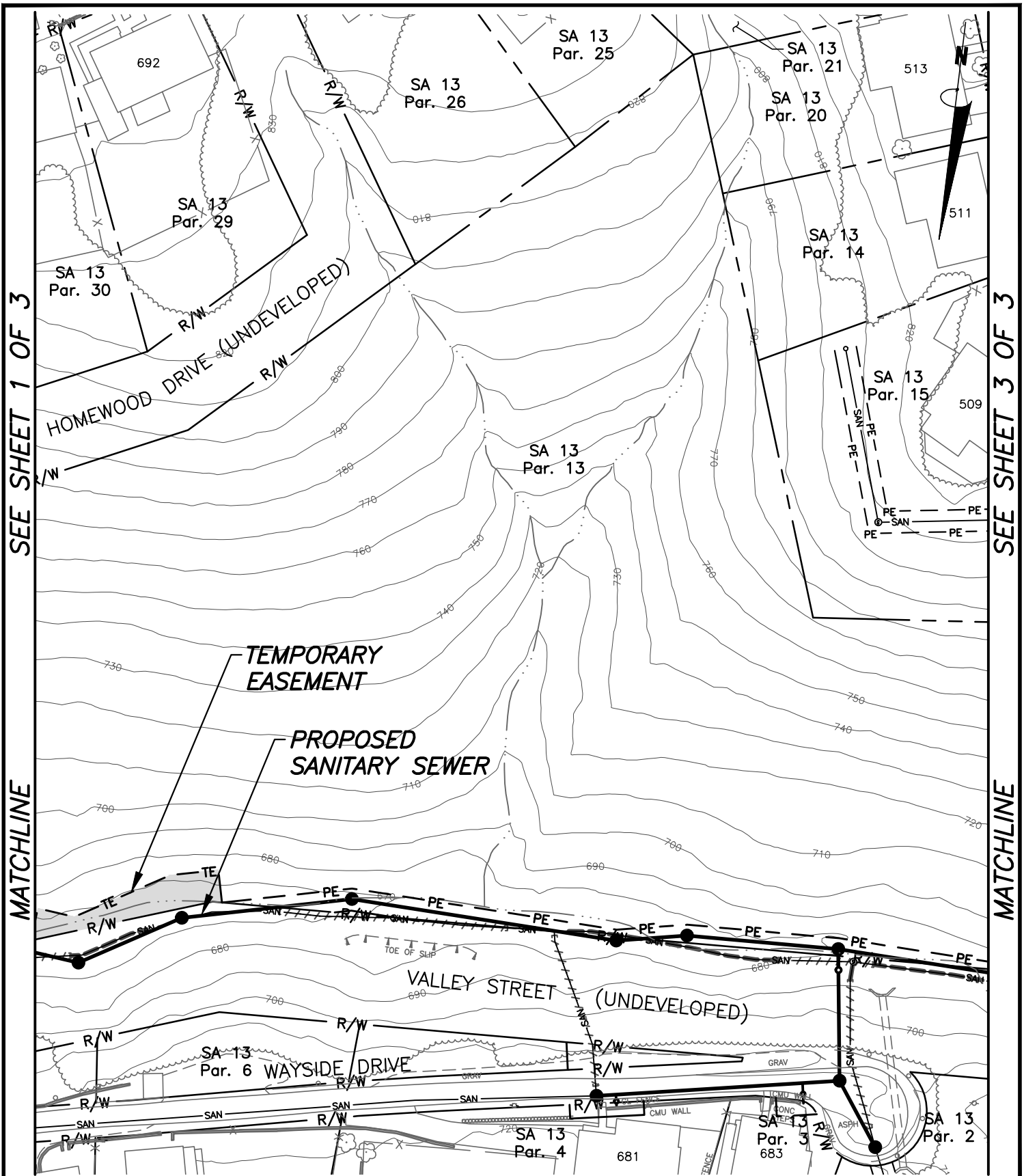
JOB NO. 56502

SCALE: NONE

DATE: 7/28/20

SHEET NO.
1

OF
3



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 13
PARCEL 13

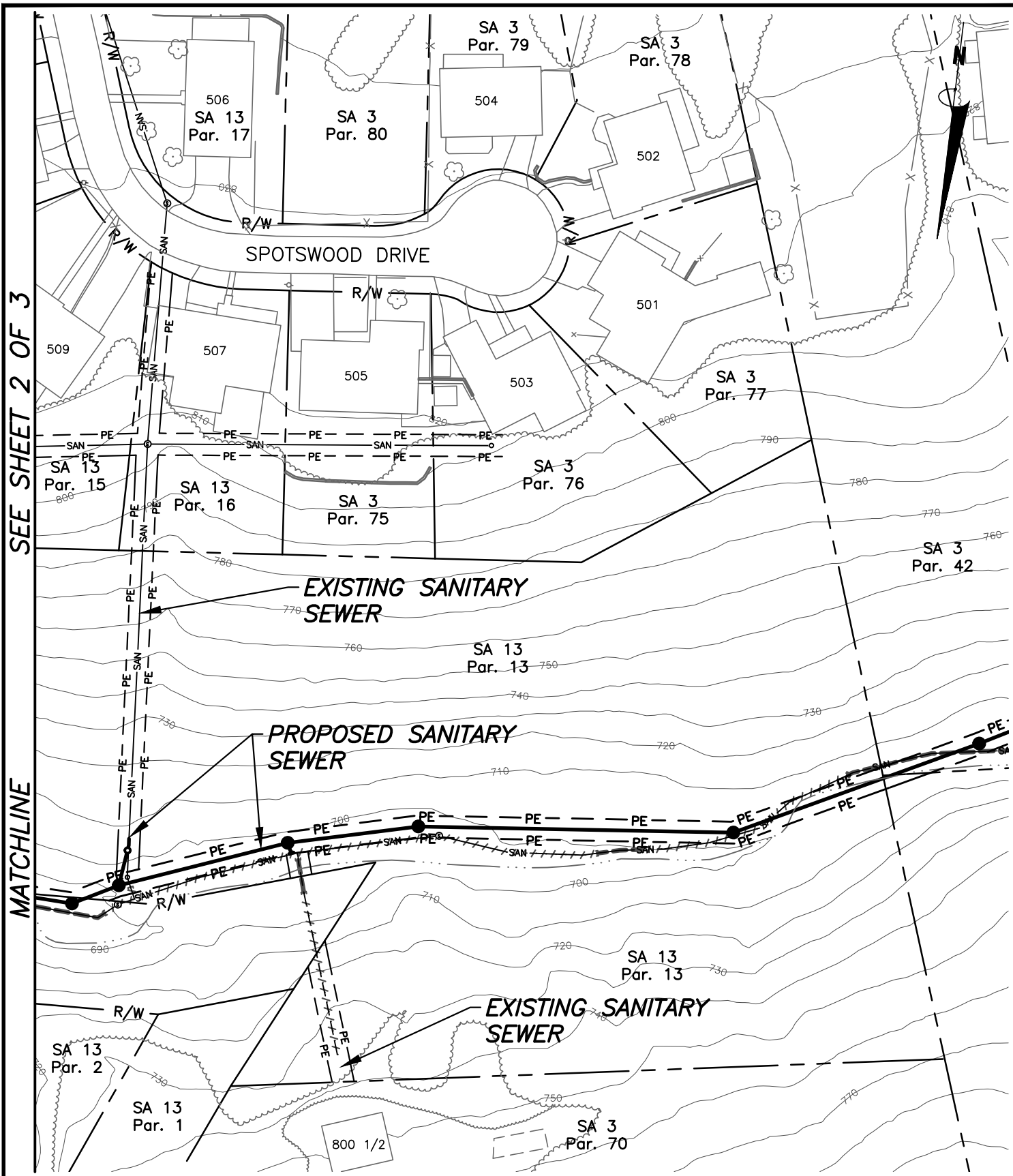
JOB NO. 56502

SCALE: NONE

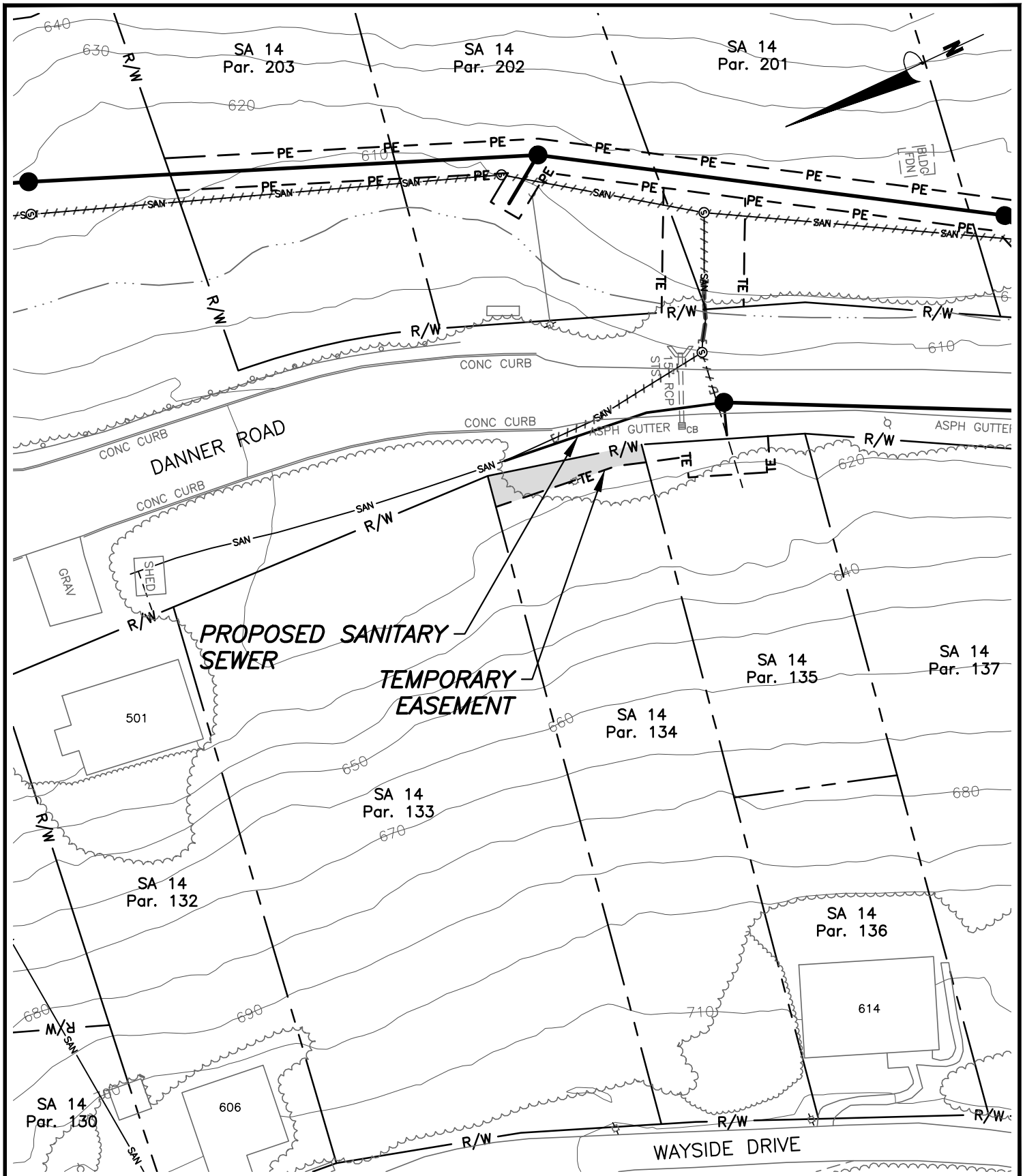
DATE: 7/28/20

SHEET NO.
2

OF
3



SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, A MUNICIPAL UTILITY	 THE SANITARY BOARD OF THE CITY OF CHARLESTON WEST VIRGINIA	TITLE: EASEMENT EXHIBIT		JOB NO. 56502	
		CHARLESTON SOUTH ANNEX CORPORATION DISTRICT 09		SCALE: NONE	
		MAP NO. 13 PARCEL 13		DATE: 7/28/20	
				SHEET NO. 3	OF 3



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 134

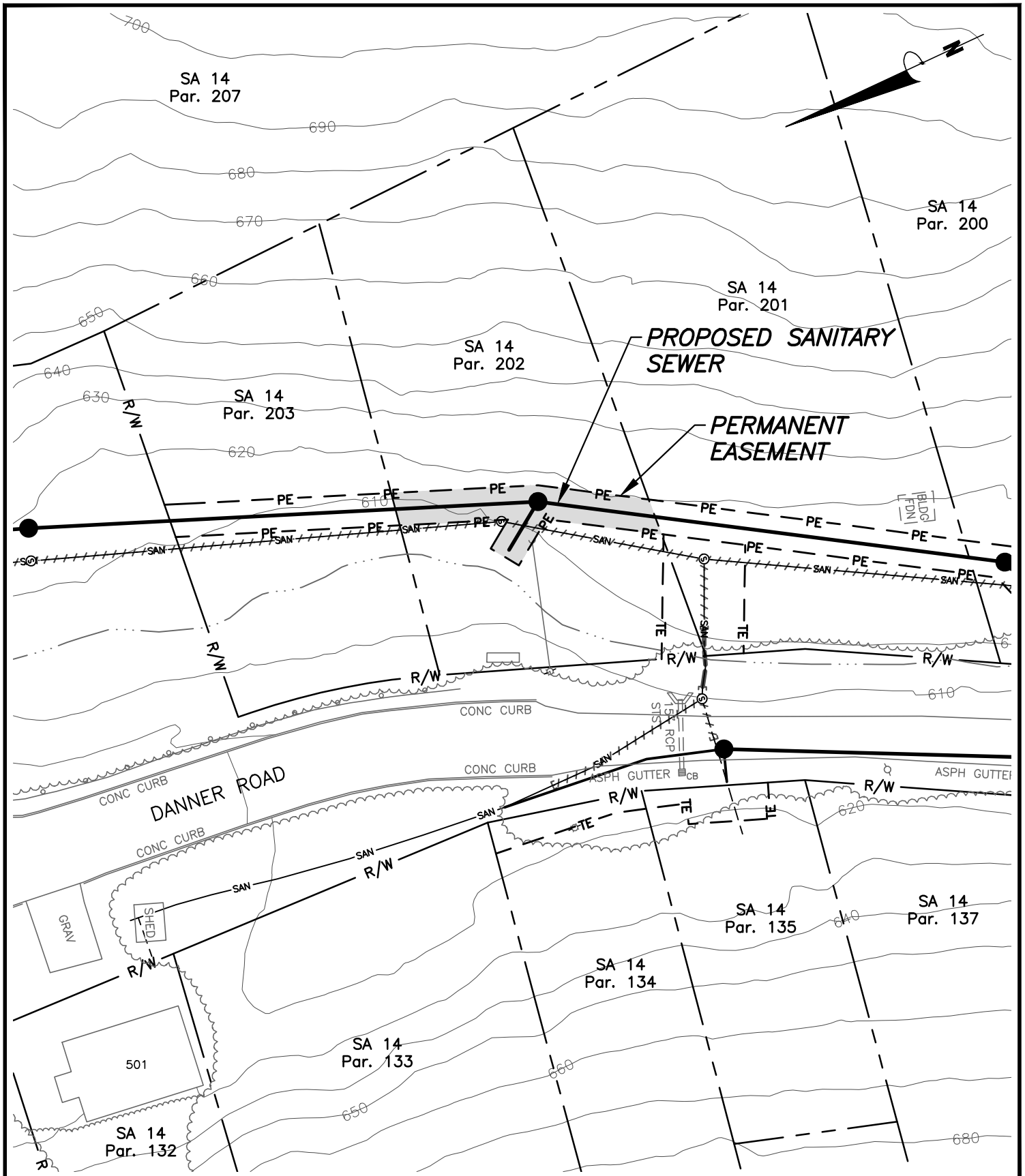
JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 202

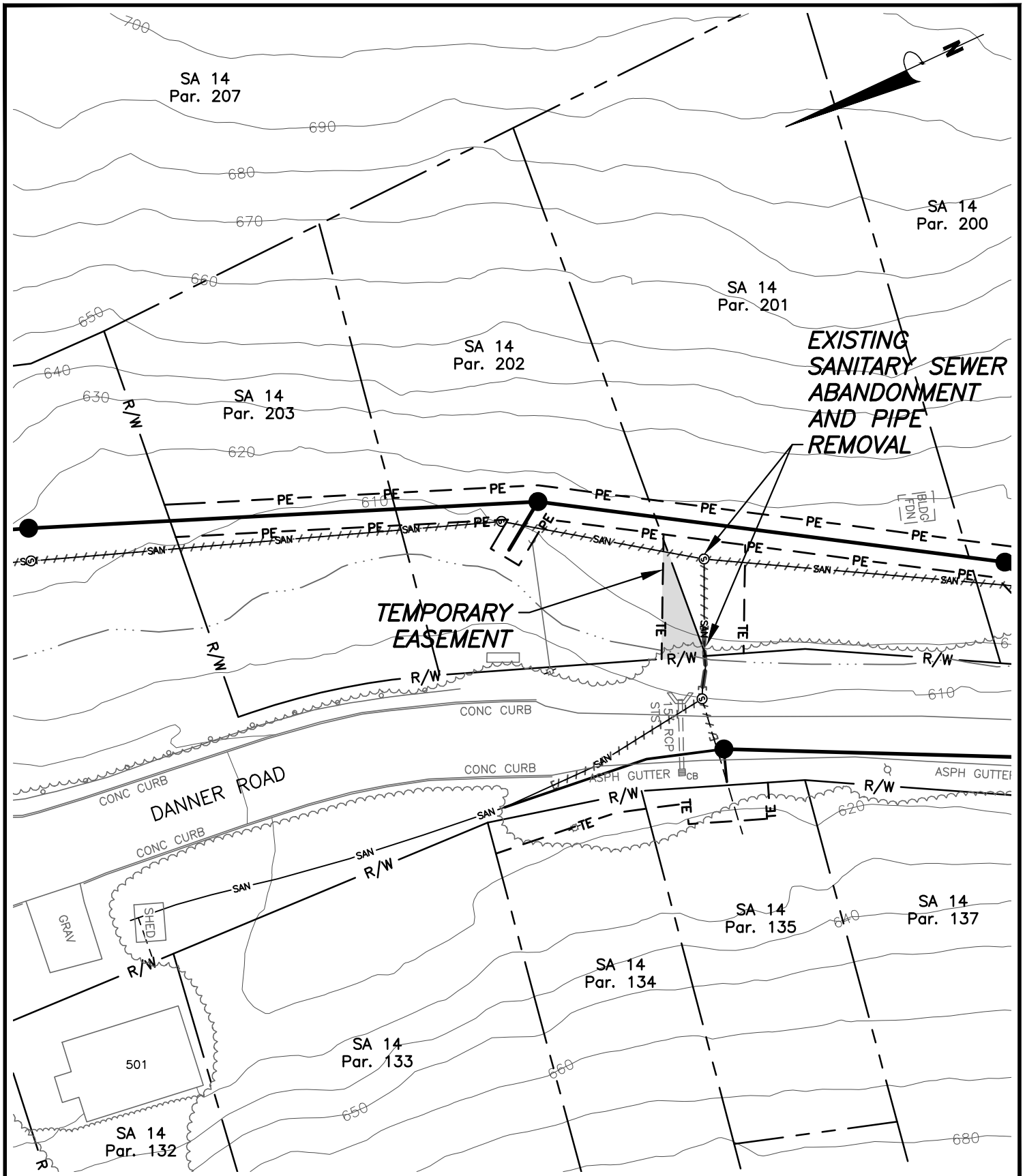
JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 202

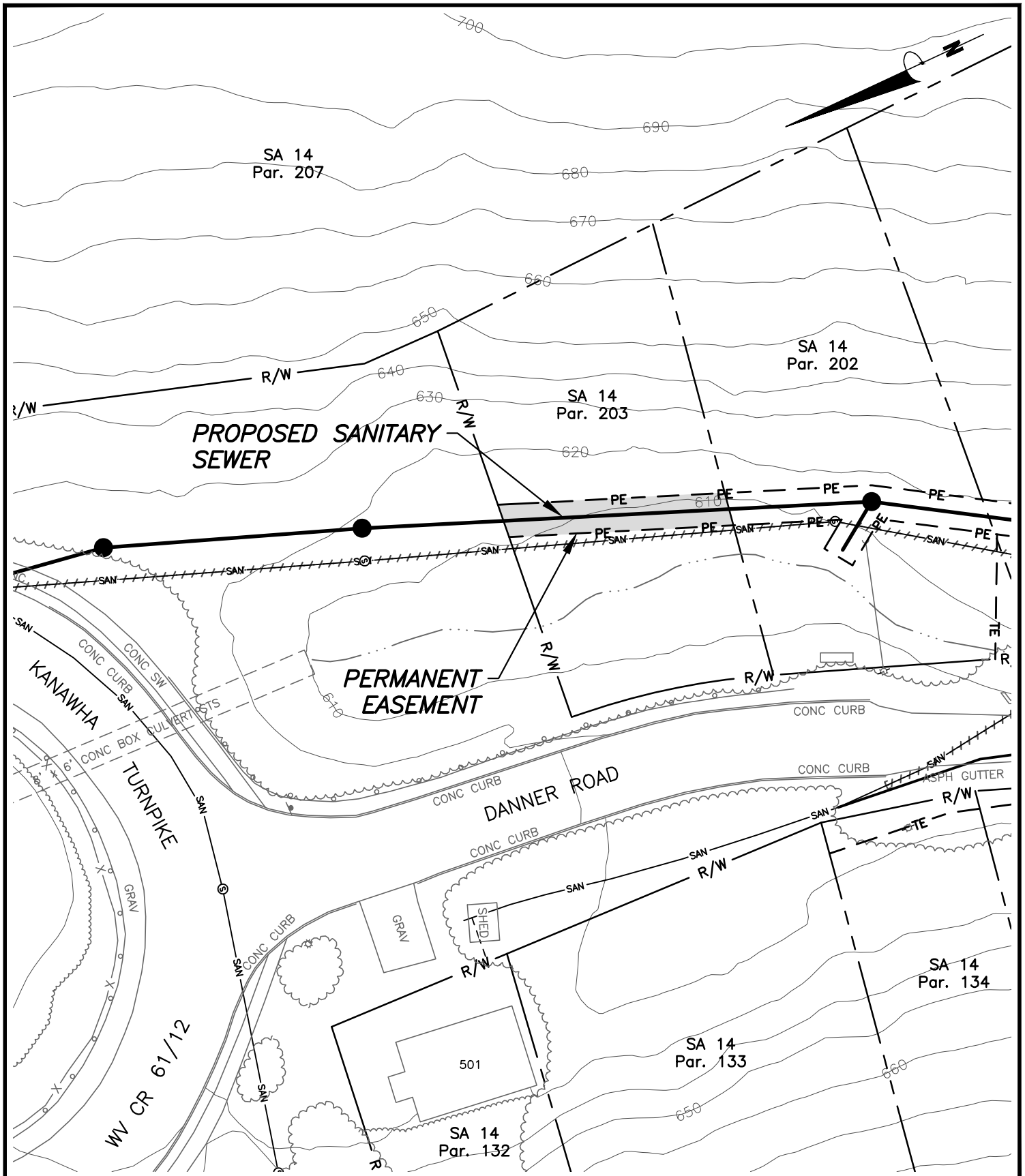
JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

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SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 203

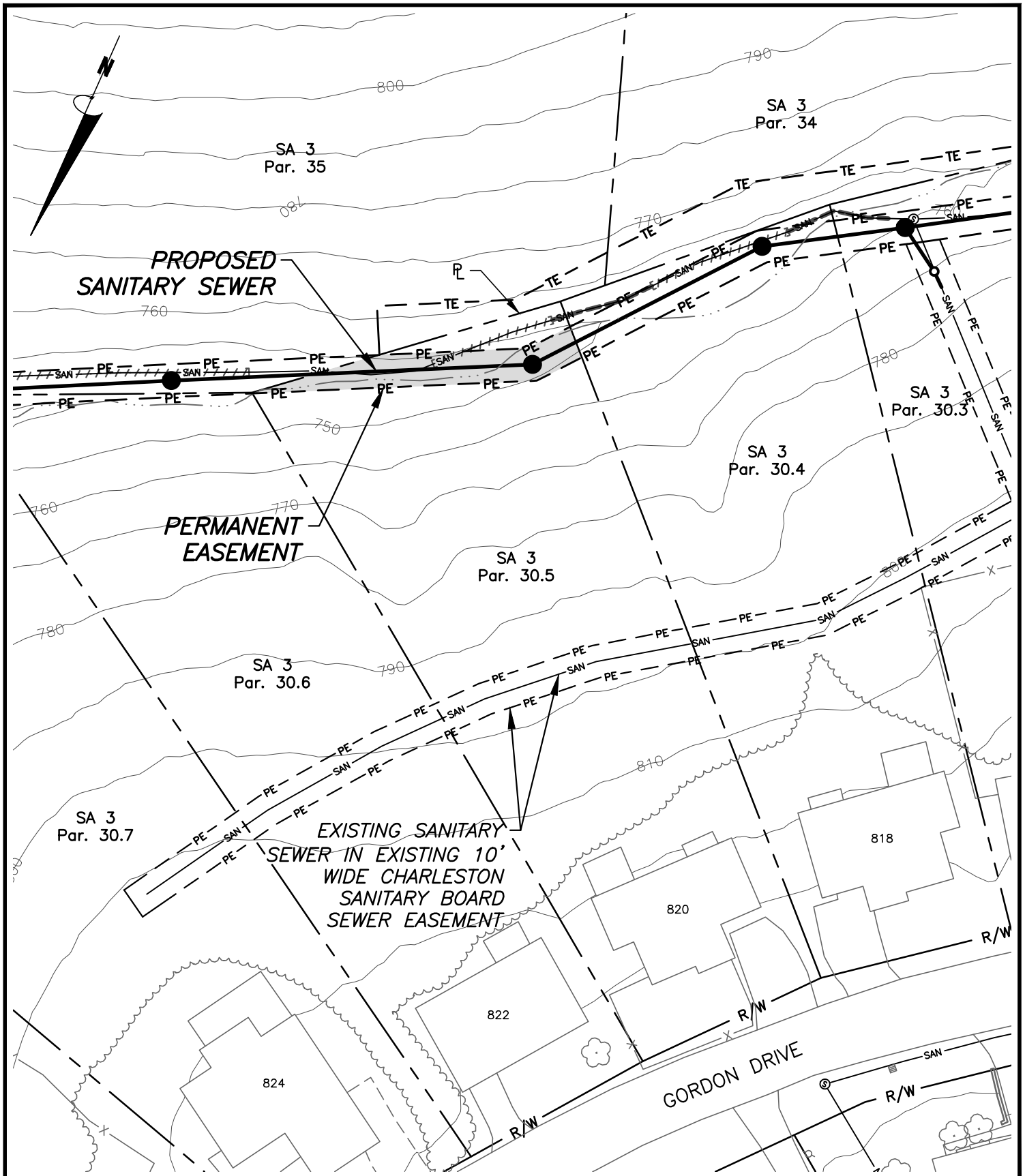
JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 3
PARCEL 30.5

JOB NO. 56502

SCALE: NONE

DATE: 7/13/20

SHEET NO.
1

OF
1

Resolution No. 404-20

Introduced in Council

Passed by Council

December 21, 2020

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 404-20 - Authorizing the Mayor or City Manager to contract with the
2 American Ramp Company in the amount of \$253,518.69 for the construction of a new
3 City skate park. The contract was sourced through a competitive City evaluation process.

4
5 Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

6
7 That the Mayor or City Manager is authorized to contract with the American Ramp
8 Company in the amount of \$253,518.69 for the construction of a new City skate park.
9 The contract was sourced through a competitive City evaluation process.

10



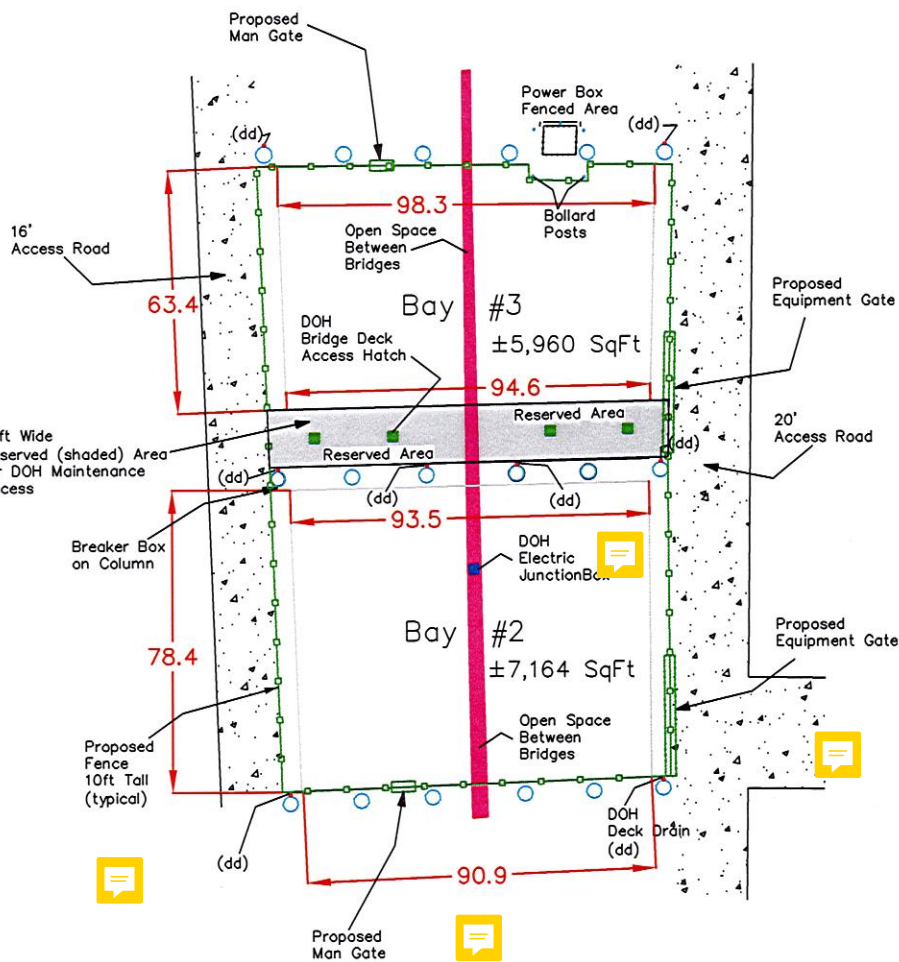
Site Vicinity: 38.356467°, -81.646261°



To Virginia Street

Pennsylvania Ave S.

Pennsylvania Ave N.



To Kanawha Blvd

- Legend:
- = 4ft Diameter Column Typical
 - = DOH Bridge Deck Access Hatch
 - = Proposed 10ft Tall Fence
 - (dd) = DOH Bridge Deck Drain

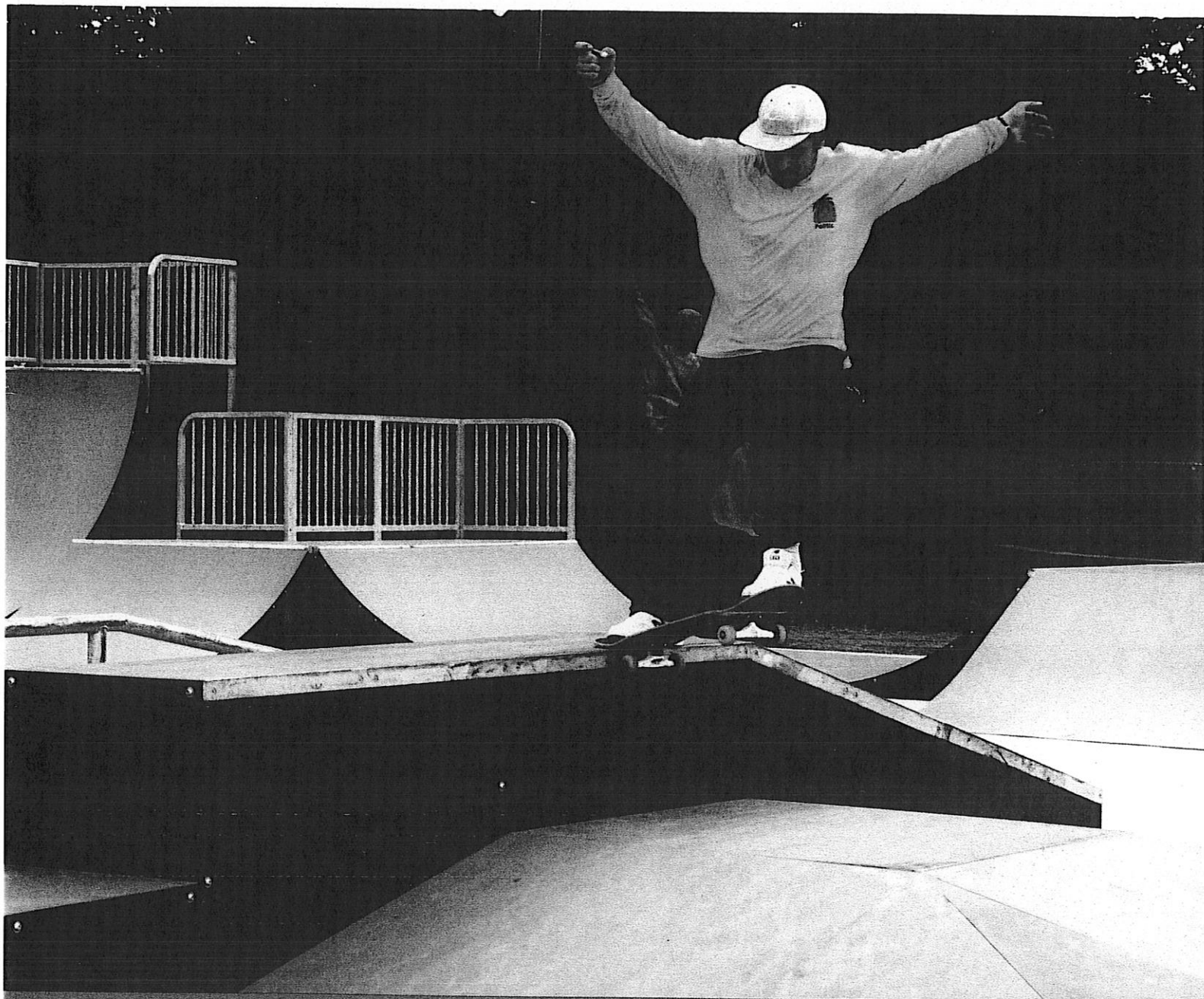
Notes:
Ceiling Height 19' +/-
(Pavement to Bottom of Bridge Deck)

Scale 1" = 50'



Skate Park

City of Charleston
Engineering
SAB 8-11-2020



REQUEST FOR PROPOSAL
NO. 2020-026
DESIGN AND CONSTRUCTION OF A SKATE PARK
FOR THE
CITY OF CHARLESTON

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COVER LETTER

City of Charleston,

This is a project we have been anticipating, and we are very excited to submit a proposal for the Charleston Skatepark!

American Ramp Company (ARC) is the world's most experienced and respected skate park design-build team. We have been creating public spaces for skaters and bikers for 20 years while always striving to make every project as new and exciting as the last. We have completed over 3,000 projects stretching across every state in the US and over 40 countries around the world.

We are proud to offer a unique combination of focused expertise and world-renowned skate park design, engineering and build expertise, capable of addressing the full collection of needs for your skatepark. Our team is confident that we will provide a skatepark that perfectly fits the needs and wants of the local community.

Our staff is comprised of registered contractors, professional engineers, designers, professional skateboarders, graphic designers, installers, and other professionals who possess the requisite skills and experience to successfully complete projects on time and within budget. By fully understanding all the factors necessary to create fun, safe, long lasting, cost conscious, environmentally friendly skate parks, we can consistently create a strong sense of ownership for the park users and spectators alike.

We know that the information you find in this proposal will be helpful, but we look forward to any questions that you may have. We look forward to build

Respectfully,



Alec Belden
Action Sports Development Manager
American Ramp Company
417-206-6816
alec@americanrampcompany.com

601 S. McKinley Ave.
Joplin, MO 64801

**CITY OF CHARLESTON
BID AND PROPOSAL FORM**

Project: Skate Park

I agree to provide the City of Charleston a bid to on the design and construction of a skate park, as described in the attached specifications for the price listed below:

Item	Cost
Skate Park	\$253,518.69

Completion date: 65 days from date of signed contract.



Business & Occupation Tax Acknowledgment: By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found in Section 10 of the specifications document and understand that Business & Occupation Tax may apply to the sale of products or service to the City of Charleston.



Equal Employment Opportunity Acknowledgement: I certify that the vendor practices equal employment opportunity practices, as required in Section 6 of this document.



Local Vendor Preference: We would like to be considered a Local Vendor under the City's Local Vendor Preference program, and we have submitted the required documents to properly qualify as a Local Vendor, as required in Section 9 of the specifications document.


Authorized Bidder's Signature

President

Title

Nathan Bemo
Printed/Typed Bidder's Name

11/10/20

Date

Company Name: American Ramp Company

Address: 601 S. McKinley Ave. Joplin MO 64801

Street City State Zip

Telephone: 417-206-6816 Fax 417-206-6888

Email: nathan@americanrampcompany.com

FIRM QUALIFICATIONS

American Ramp Company is an international company that operates out of a fully equipped 57,000 sq. ft. corporate office and manufacturing facility located in Joplin, MO. Our team uses state-of-the-art network infrastructure to operate a variety of design, engineering and management software. In addition, American Ramp Company operates a CNC router to cut with laser precision and ensure that all manufactured materials are perfect every time.

Our creative team is qualified in multiple disciplines to handle skatepark projects from promotion to conception to construction. American Ramp Company offers custom skatepark design services to municipalities, architects, engineers, landscape architects, contractors, and private interest groups. All our designers are skateboarders or BMXers making them uniquely qualified to understand current action sports' trends and safety issues. Combined expertise in landscape architecture, project management, and action sports marketing make American Ramp Company the top choice for skatepark development, design, and construction.

COLLABORATION WITH THE CITY



From project initiation to approval, our Design Project Manager will be the lead delegate between our team and the city staff. In a typical design process, our design project manager will work alongside project partners to: further analyze the site for any additional constraints, host focused community outreach meetings, participate in design revisions, present designs at commission and city council meetings, handle required permitting.

COMMUNITY INVOLVEMENT



ARC's design process is community driven. Our desire is for the design approach of your skate plaza to be centered around the developing the requests of users into a functional park amenity and a beautiful park asset for the city.

PROVEN DESIGN STRATEGIES



ARC is an industry leader when it comes to designing public skate facilities. As showcased in the provided references, we are committed to creating designs that stand out as entirely unique, functional, and artful facilities. We believe that we can continue to provide world-class designs that are cost-effective and thoroughly engineered.

CONSTRUCTION



We understand that a successful and sustainable park requires professional input and oversight from start to finish. This is needed throughout the planning/design process and all the way through the construction of the project. We understand and are prepared to meet the city's request for any necessary engineering and consulting services during the design and build process.

NATHAN BEMO

President/Owner/Project Manager

- Skateboarder since 1986, Mountain Biker since 2009
- Built and ran BEMO skatepark from 1994-1998
- Founded American Ramp Company in 1998
- Responsible for 1000's of skateparks in 43 countries
- Contractor's license holder in multiple states, Bachelor of Science in Business and Minor in Total Quality Management from Missouri Southern State University, 1998

TITO PORRATA

Designer/Project Manager

- Skateboarder since 1986
- Custom and shotcrete skatepark designer/builder since 1995
- Design and construction of over 70 custom skateparks
- Notable projects: Miami, FL - Lot 11 skatepark; Lakeland, FL skatepark; St. Pete, FL skatepark; First Mega Ramp Project for Danny Way at Point X Camp; Arvada, CO - Woodward's Cage 2.0
- Areas of expertise include: Holding Public Meetings, Skatepark Design, Project Management, Aesthetic Enhancements, Advocate Support, Implementing Art in Public Spaces

BRIAN MOORE

Designer Manager

- Skateboarder since 1986
- Led 100+ public design workshops
- Designing and building ramps professionally since 1998
- Assisted in design and project management of over 500 skatepark projects
- Worked with professional skateboarders on signature ramps, designed for professional contest series, designed public skate parks, and grew up skateboarding alongside professional skateboarders

HEATHER OGDEN

Senior Project Manager

- Project Management since 1998
- San Jose State University - Construction Estimating and Construction Project Management
- LEED Green Associate
- OSHA 10-Hour Certification
- Notable Projects: Miami, FL (Lot 11 Skatepark); Fort Atkinson Wheels Park, Fort Atkinson, WI; Ka'a'awa, HI Private Skatepark; Festival Fields Skatepark and Pump Track, Avondale, AZ; Fort Smith Skate Park and Pump Track, Fort Smith, AR; Smith Playground Skatepark and Pump Track; Boston, MA; Moana Pacific High Rises, Honolulu, HI; Atria Tamalpais Remodel and LEED Certification, Novato, CA; Atria Valley View Remodel and LEED Certification, Walnut Creek, CA; La Paloma Residential Estate, Los Altos, CA

MEGAN BRADLEY

Action Sports Designer

- Champion Mountain Bicyclist since 2014, rider since 2008
- Action sports park designer since 2018
- Master of Landscape Architect Degree from University of California, Berkeley
- Female Athlete of the Year: University of California, Berkeley 2016; Mountain Bike Rider of the Year: Interbike International Bike Expo 2016; National Champion Cat 1 MX Mountain Biking: Mammoth, CA 2016; Omnium Champion: WCCC Mountain Bike Series 2014, 2015, 2016, 2017
- Extensive experience in GIS, Rhino, AutoCAD, Photoshop, Illustrator, and InDesign

ANDRAS HORDOS

Civil Engineer

- BMXer and ramp builder since 2005
- Skatepark designer since 2006
- Master of Civil Engineer Degree from Budapest University of Technology and Economics, Hungary
- Structural Engineering and Construction and Building Management
- Extensive experience in Pro Engineer CAD software, 3D Designer and Photoshop image editing software

BEN HORAN

Site Supervisor

- Skateboarder since 1995, wakeskater since 2002
- Pro wakeskater for Nike since 2009, Owner of Remote Wakeskates started in 2009
- Custom and shotcrete skatepark and wakeskate parks builder since 2005
- Built multiple wakeskate parks and concrete dams for notable projects: The Hotel Nahunta Skatepark; Kanab, UT skatepark; Red Bull DIY Skatepark; Valdosta Wake Compound wakeskate and skatepark; multiple pro wakeskate tour builds
- Areas of expertise include: Layout, Rough Grading, Fine Grading, Metal Fab, Welding, Forming, Rebar, Transitions, Flat Work, Ledges, Concrete Finisher, Shotcrete Placement, Shotcrete Finish, Line Pumping, Concrete Flat Work Ledges, Wood Skateparks, Skatepark Design, SketchUp Software

CHRIS "BOONE" VOLKWINE

Site Supervisor

- BMXer since 2001
- Downhill MTB since 2016
- Custom and shotcrete skatepark and pumptrack builder since 2016
- Notable projects: Kanab, UT Skatepark/Asphalt Pumptrack; OKC Boathouse; Philly pumptrack; Ningbo, China International School Pumptrack and Skatepark; Salt Lake City, UT - 9line Bike Park
- Areas of expertise include: Staking, Layout, Sub-Surface Drainage Installation, Rough Grading, Fine Grading, Metal Installation and Forming, Rebar Installation on Transitions, Ledge Work, Shotcrete Placement, Shotcrete Finish, Rebar Installation on Decks, Concrete Decks, Finish, Acid Staining, Form Work, Forklift, Excavator, Compactor, Welder, Skill-Saw, Shotcrete Pump

SHAWN ZACCARELLO

Project Manager

- Skateboarder since 1999, sponsored skateboarder since 2003
- Custom and shotcrete skatepark since 2003
- Builder of 150 skatepark projects
- Notable projects: Arecibo, Puerto Rico; Joplin, MO; Menifee, CA; Malakoff, TX; Ponce, Puerto Rico
- Areas of expertise include: Crew Lead, Staking, Layout, Installation, Rough Grading, Metal Installation and Forming, Rebar Installation on Transitions, Rebar Installation on Decks, Acid Staining, Form Work, Wood Skatepark Construction, Forklift, Excavator, Compactor, Welding, Skill-Saw, Framing, Shotcrete Pump

JOHN HUNTER

Vice President

- Avid Mountain Biker since 2009
- Experience in the development of parks and recreation infrastructure since 2009
- Actively working with Strider Sports to launch a biking program for public schools to make sure all kids can ride by first grade
- Has been a part of hundreds of skatepark and bikepark projects in communities around the world
- Developing the youngest generation of bikers by championing Bicycle Playground parks

BRANDON YARBOROUGH

Builder

- Skateboarder since 2006
- Pro Skateboarder for Demonseed Skateboards
- Skatepark/ramp builder and shotcrete parks since 2014
- Notable Projects: Charleston, SC; Tampa, FL - Bro Bowl; Woodward East; Orlando Park; Jax Beach Park
- Areas of expertise include: Staking, Layout, Sub-Surface Drainage Installation, Rough Grading, Fine Grading, Metal Installation and Forming, Rebar Installation on Transitions, Ledge Work, Shotcrete Placement, Shotcrete Finish, Rebar Installation on Decks, Concrete Decks, Finish, Acid Staining, Form Work, Forklift, Excavator, Compactor, Welder, Skill-Saw

JASON HAMMOND

Builder

- Skateboarder since 1988
- Hands on construction of over 100 skateparks
- Skatepark/ramp builder and shotcrete parks since 1995
- Notable Projects/Achievements: Bob Burnquist house/Grand Canyon jump, Lil Waynes's projects, Michelle Phifer bowl, Tony Hawk bull ring loop
- Areas of expertise include: Staking, Layout, Sub-Surface Drainage Installation, Rough Grading, Fine Grading, Metal Installation and Forming, Rebar Installation on Transitions, Ledge Work, Shotcrete Placement, Shotcrete Finish, Rebar Installation on Decks, Concrete Decks, Finish, Acid Staining, Form Work, Forklift, Excavator, Compactor, Welder, Custom Wood Skatepark Construction, Pool Coping Production and Installation

VERONICA LARSON

Builder

- Skateboarder since 2016, Wakeskating since 2012
- Hands on construction of over 15 skateparks
- Skatepark/ramp builder and shotcrete parks since 2018
- Notable Projects/Achievements: Abu Dhabi, UAE; Fort Smith, AR; Miami, FL (Lot 11); BA in Fine Arts
- Areas of expertise include: Welding, Metal Installation and Forming, Rebar Installation, Shotcrete Finish

MATT ATKIN

Builder

- Skateboarder since 1987, Snowboarder since 1990
- Hands on construction of over 20 skateparks
- Skatepark/ramp builder and shotcrete parks since 2015
- Notable Projects/Achievements: Fort Smith, AR; Miami, FL (Lot 11); Golden, CO skatepark; won 1st place Breckenridge skate contest 2005; BA, New York University 1998
- Areas of expertise include: Staking, Layout, Sub-Surface Drainage Installation, Rough Grading, Fine Grading, Metal Installation and Forming, Rebar Installation on Transitions, Ledge Work, Shotcrete Placement, Shotcrete Finish, Rebar Installation on Decks, Concrete Decks, Finish, Acid Staining, Form Work, Forklift, Excavator, Compactor, Welder, Custom Wood Skatepark Construction, Pool Coping Production and Installation

CHUCK DODGE

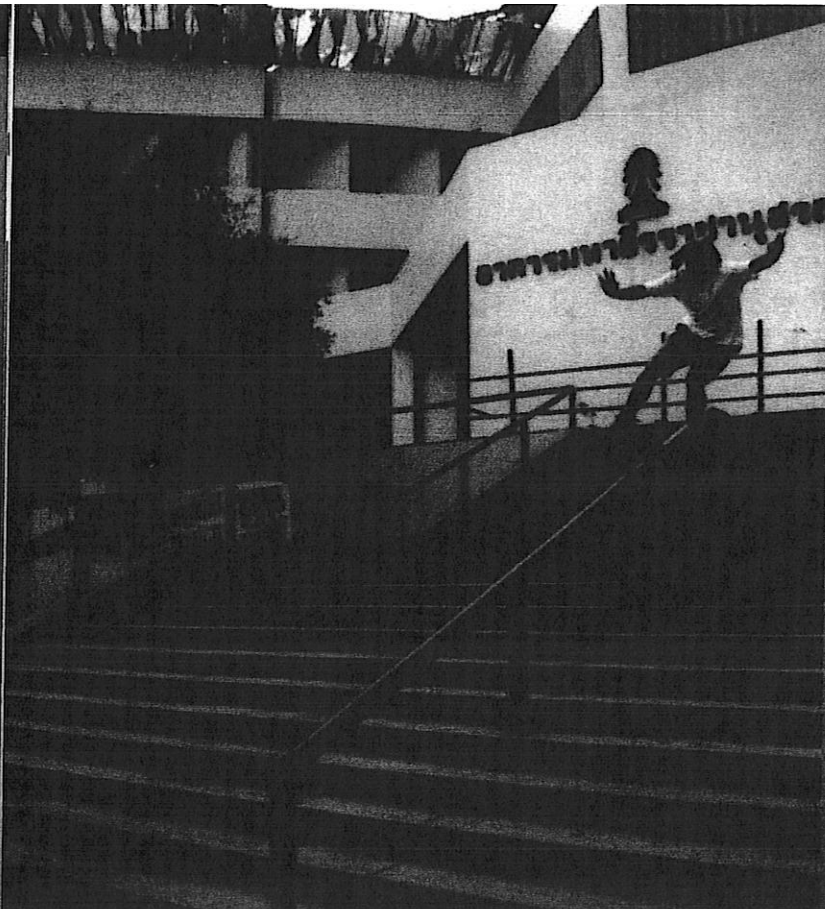
Designer

- BMXer since 2000
- Sponsored rider for Dirt Bros, Blue Six, Etnies
- Skatepark designer since 2010
- Toured around the U.S. doing BMX stunt shows
- Areas of expertise include: Skatepark Design, 3DS Max, Photoshop, Illustrator, InDesign

JD FIELDS

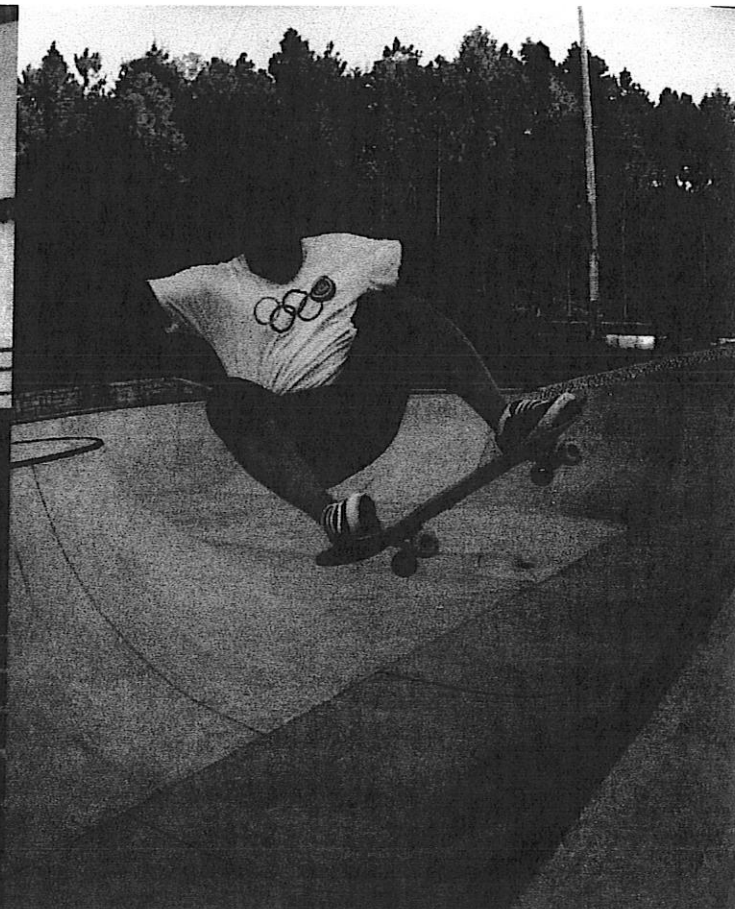
Designer

- Skateboarder since 1999, Mountain Biker since 2010
- Skatepark designer since 2008
- Traveled all over the U.S. doing skateboard shows and contests
- Placed 1st (Expert) at the Autumn Ramp Park Summer Contest Series
- Areas of expertise include: Skatepark Design, Mountain Bike Park Design, Public Meetings, 3DS Max, SketchUp, 3D Modeling, Auto-Cad



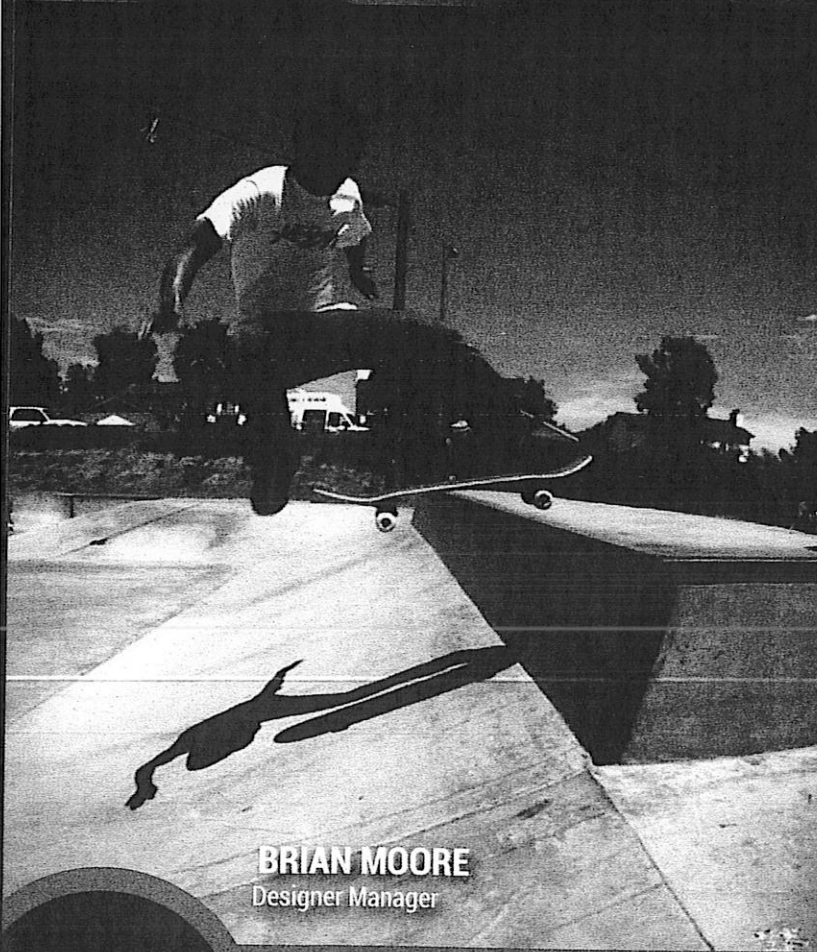
NATHAN BEMO

President/Owner/Project Manager



TITO PORRATA

Designer/Project Manager



BRIAN MOORE

Designer Manager



HEATHER OGDEN

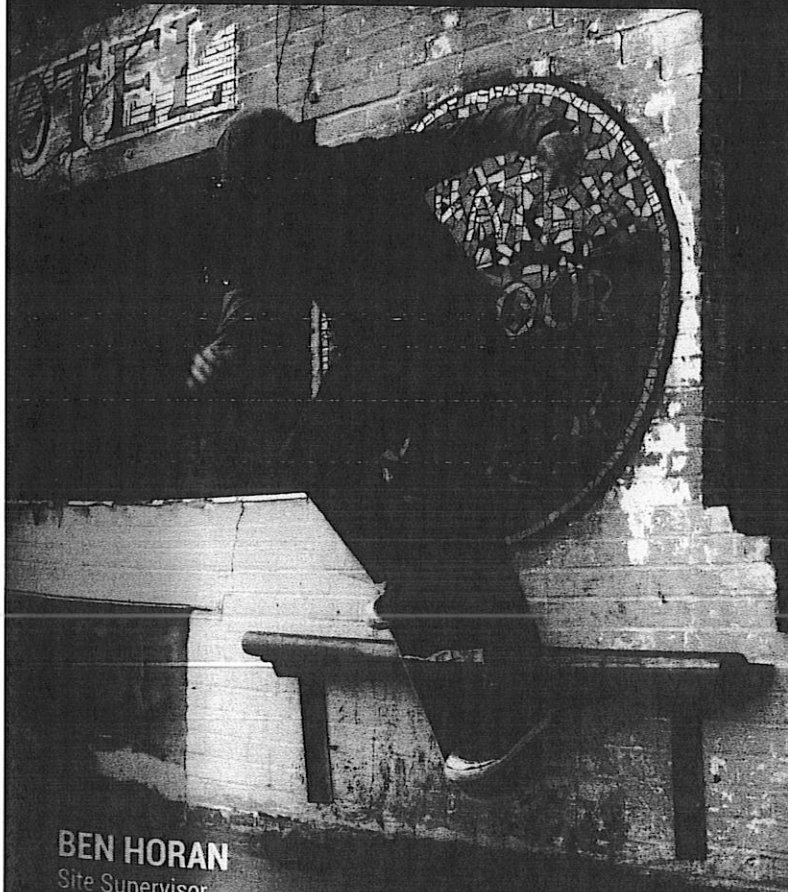
Senior Project Manager



MEGAN BRADLEY
Action Sports Designer



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Civil Engineer



BEN HORAN
Site Supervisor



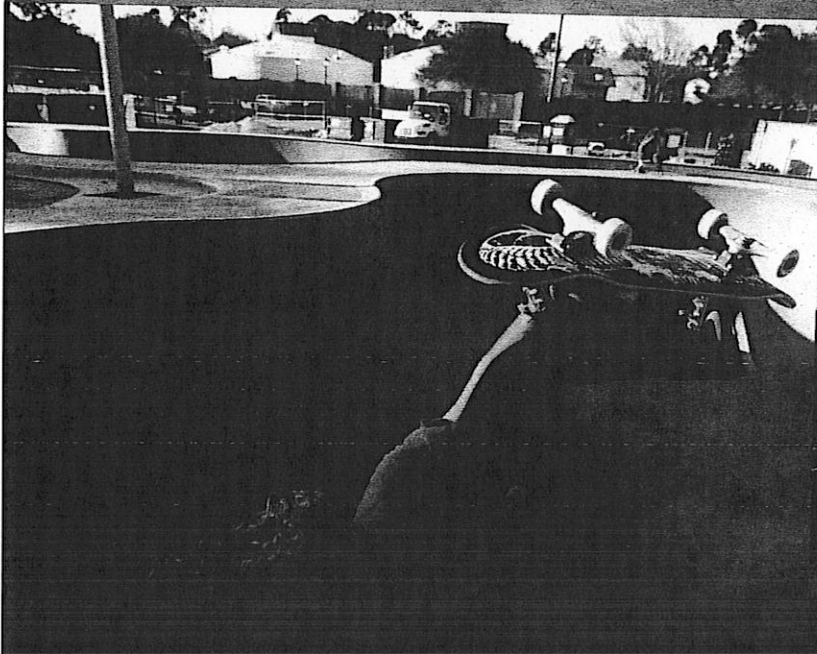
CHRIS "BOONE" VOLKWINE
Builder



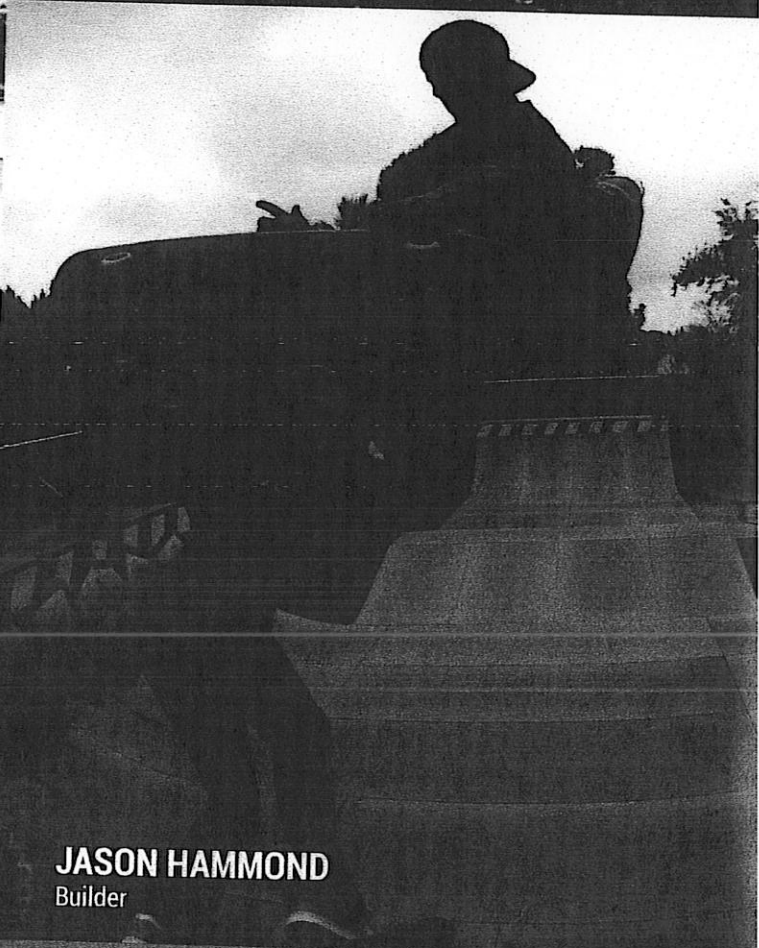
SHAWN ZACCARELLO
Project Manager



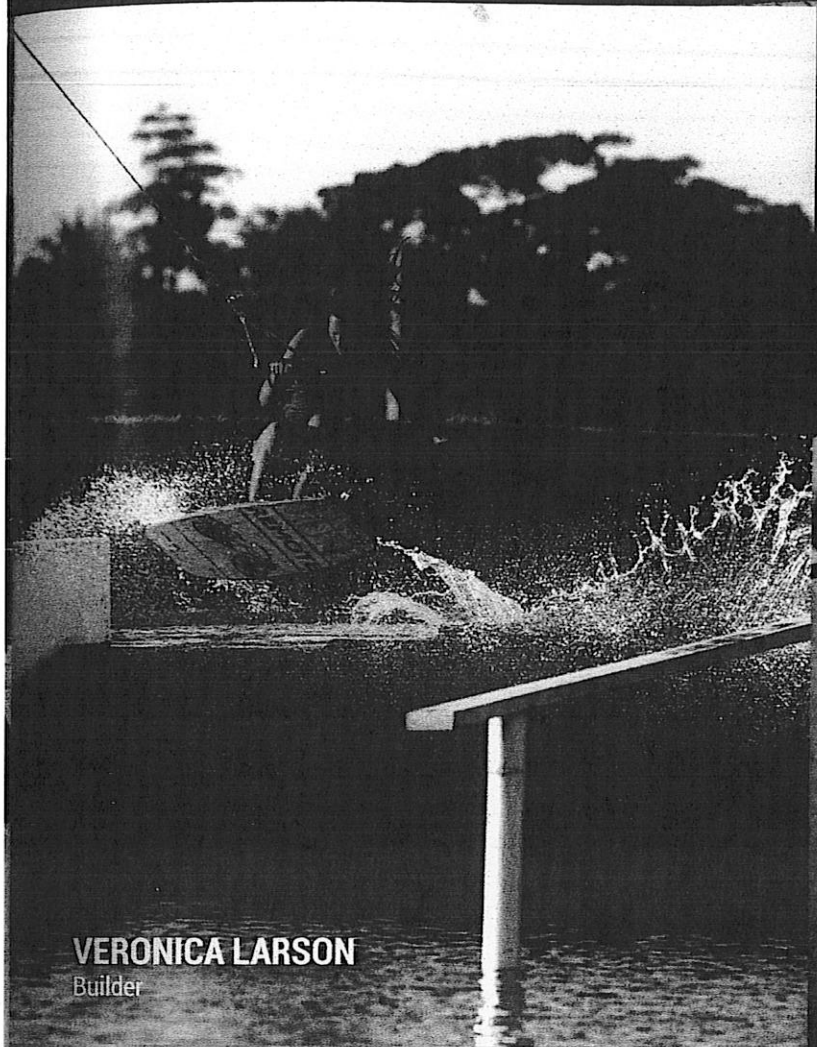
JOHN HUNTER
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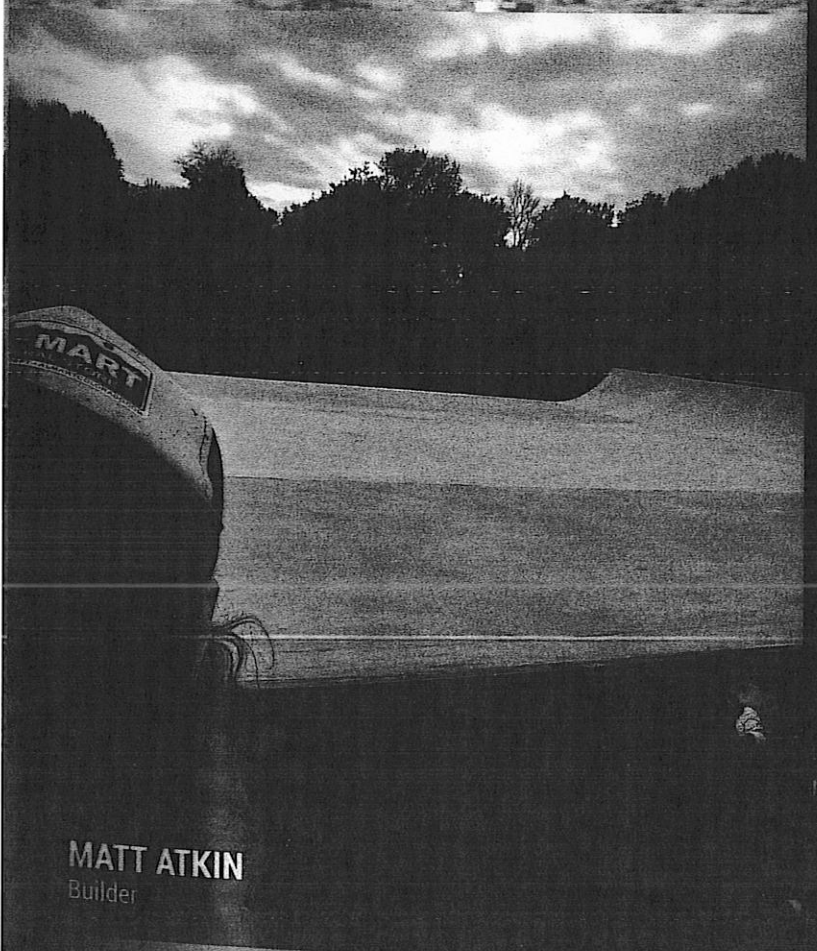
BRANDON YARBOROUGH
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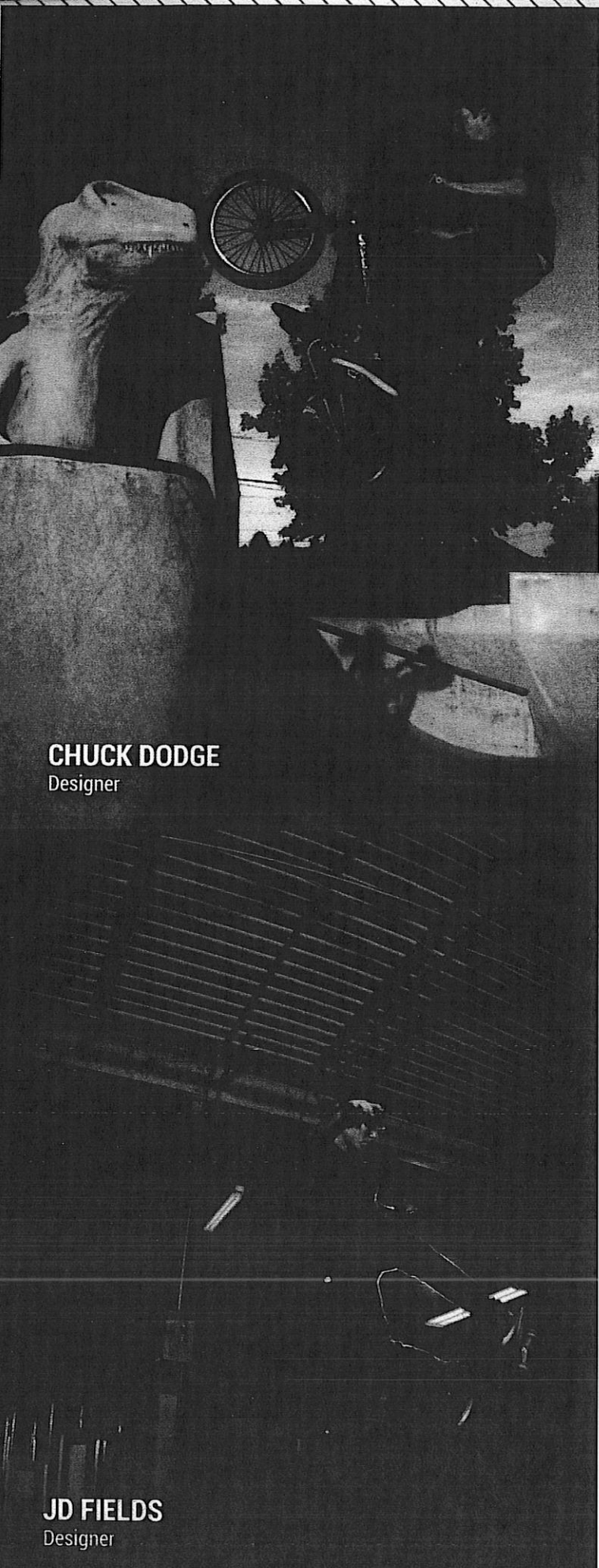
JASON HAMMOND
Builder



VERONICA LARSON
Builder



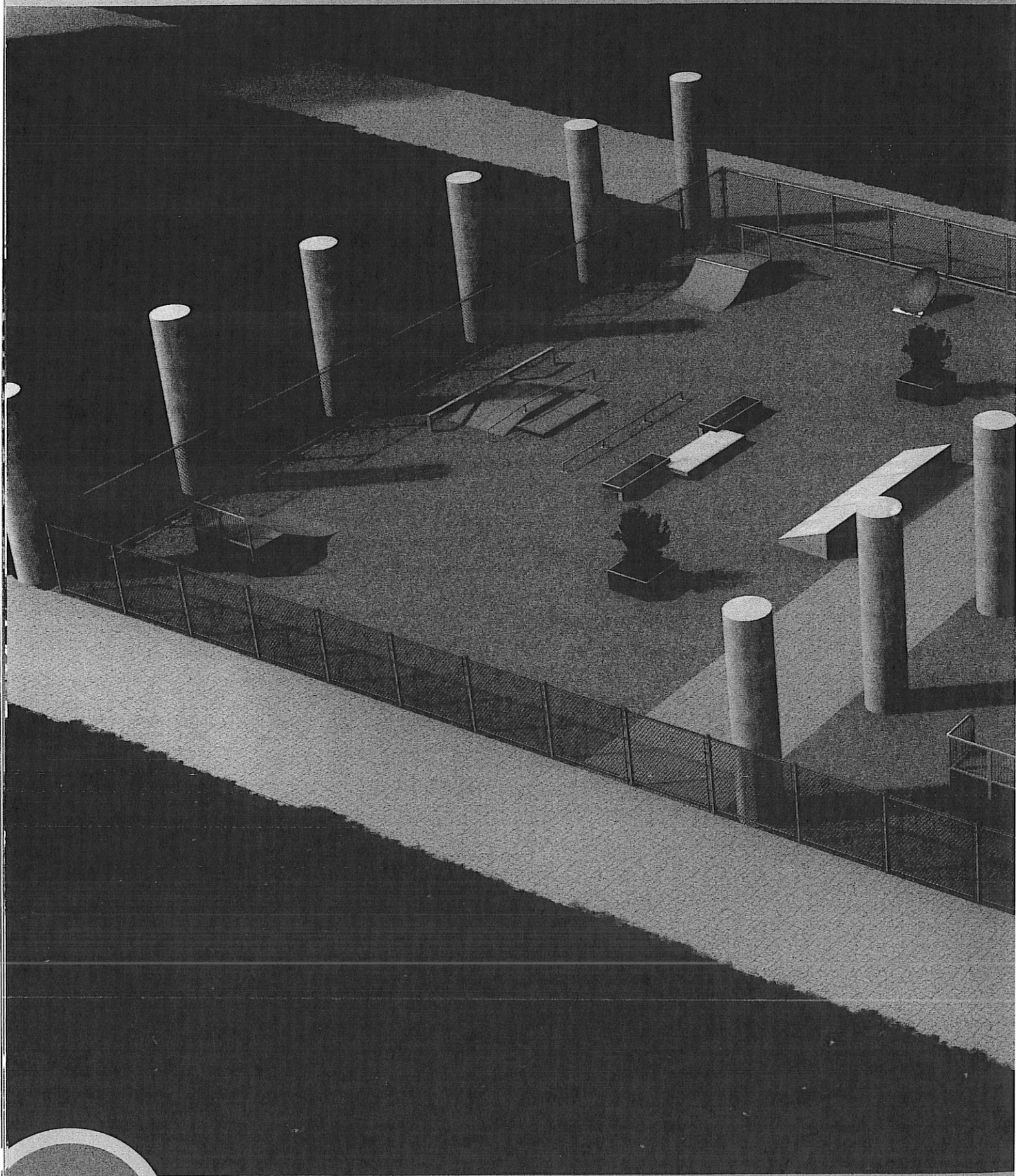
MATT ATKIN
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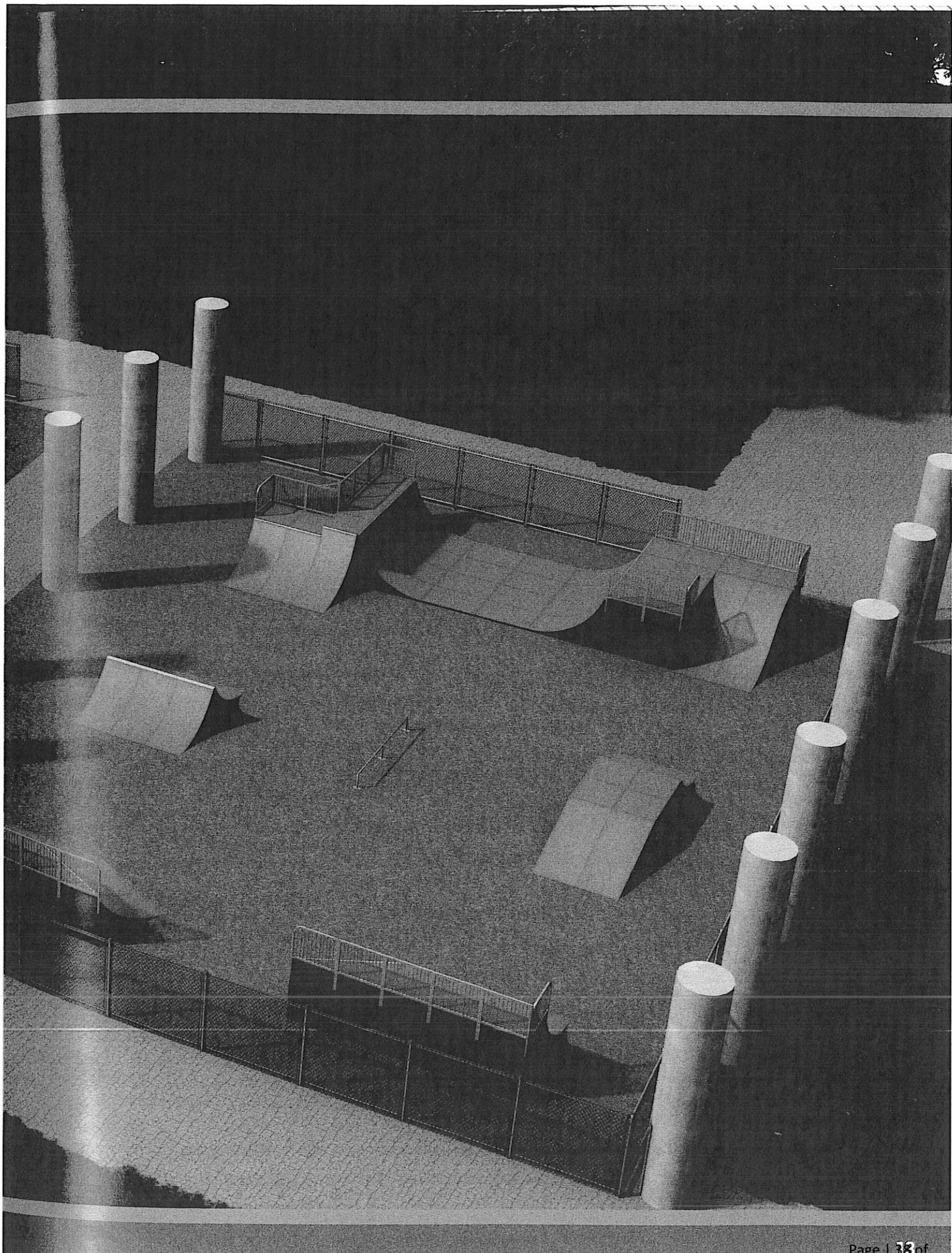


CHUCK DODGE
Designer

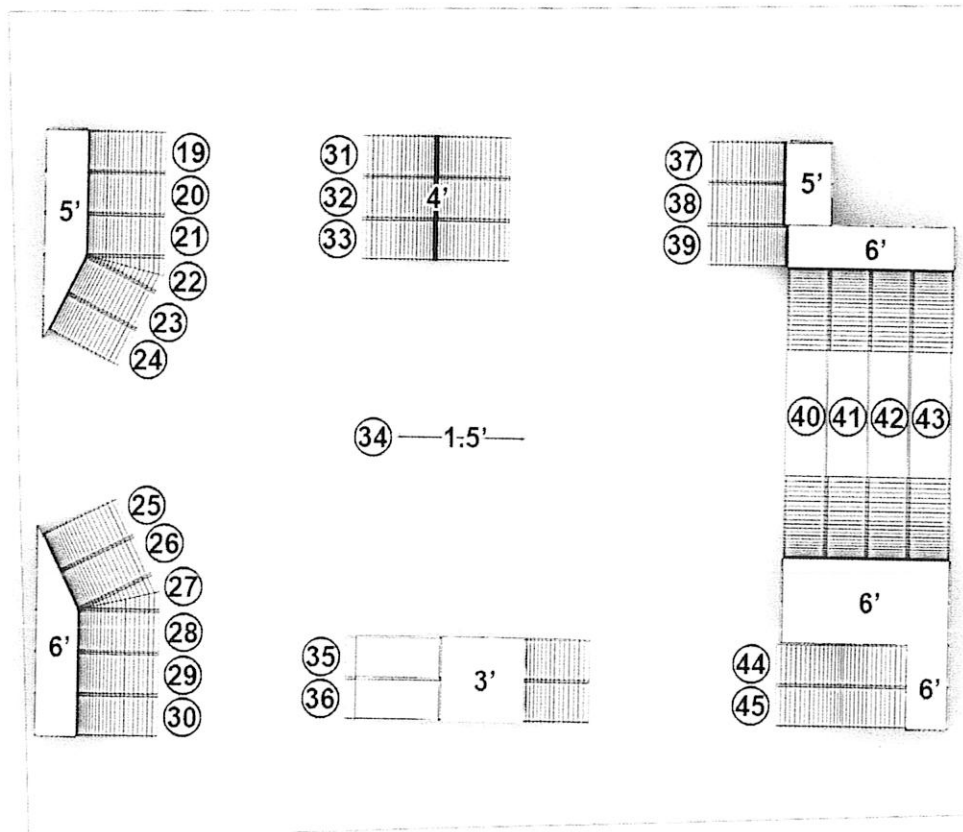
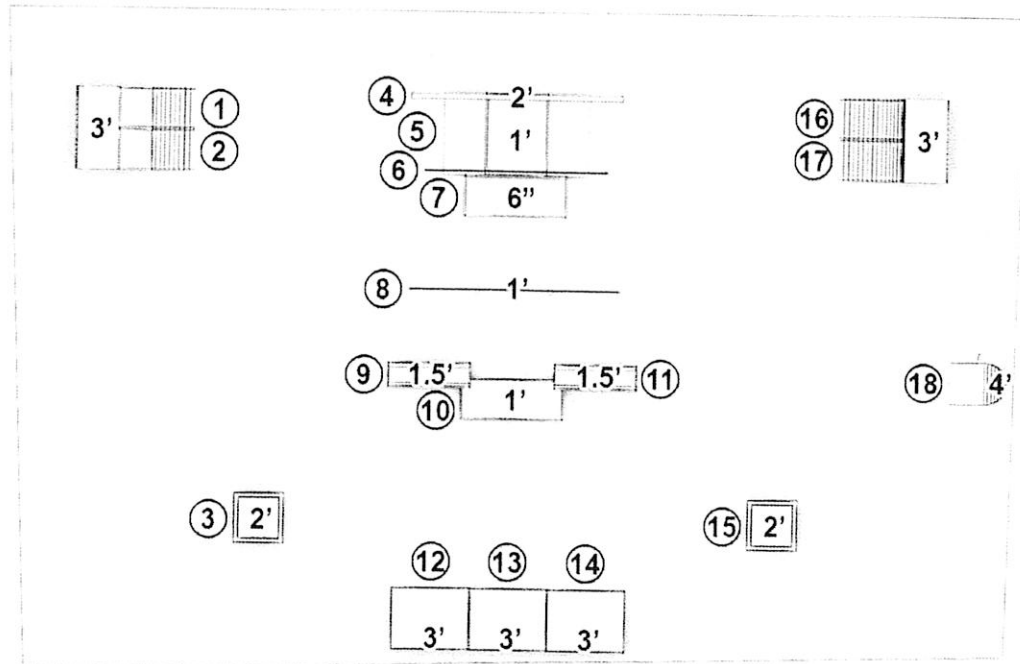
JD FIELDS
Designer

PROPOSED CUSTOM DESIGN





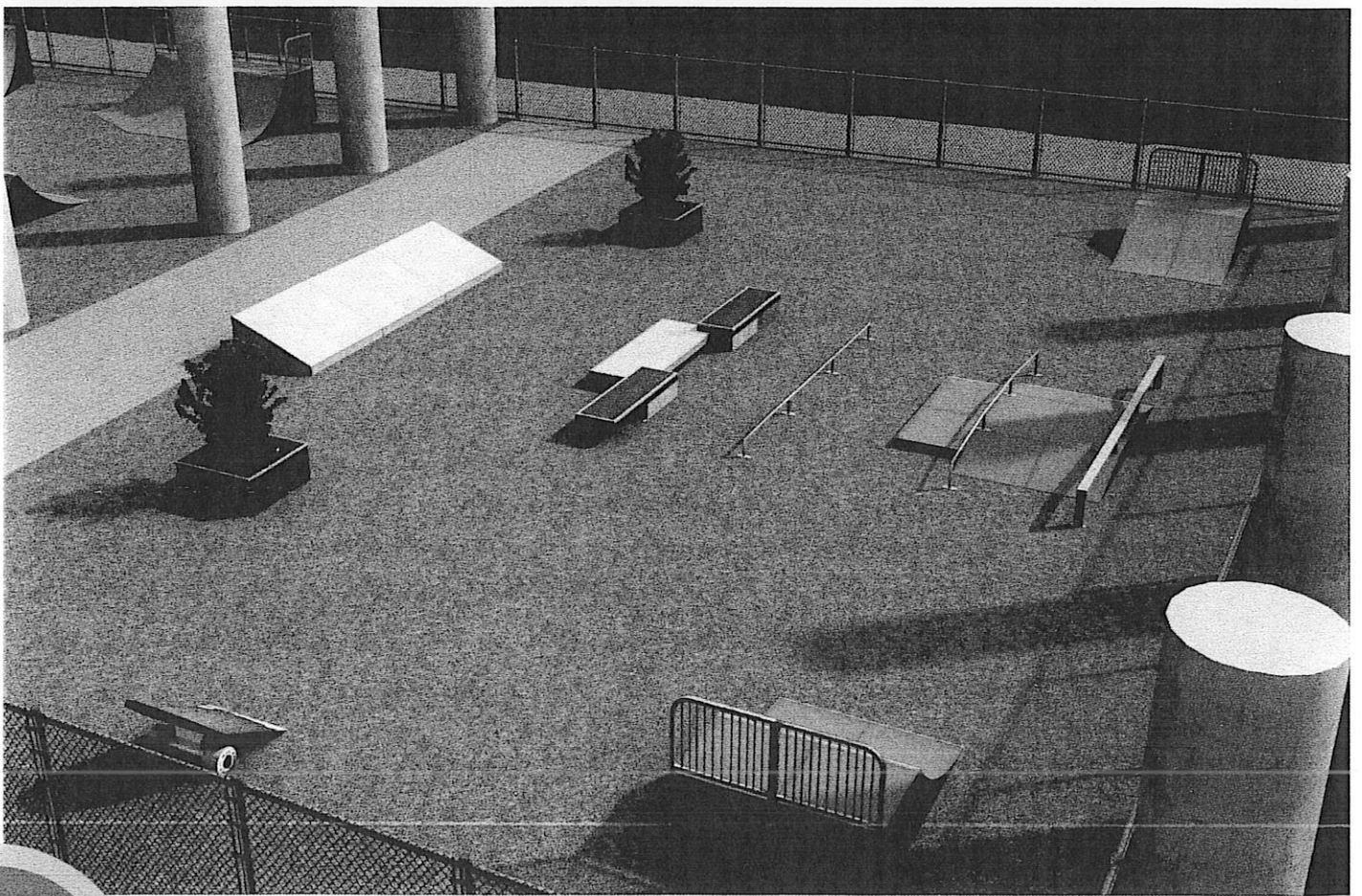
DESIGN TOP VIEW & RAMP LIST



Item	Obstacle	Height	Width	Length
1	Bank Ramp	3.0'	4.0'	11.0'
2	Bank Ramp	3.0'	4.0'	11.0'
3	Concrete Flower Box (Skateable)	2.0'	5.0'	5.0'
4	Grind Ledge	2.0'	0.5'	20.0'
5	Wedge, Flat, Wedge	1.0'	8.0'	14.0'
6	Grind Rail, Kinked (Round)	1.0'	2"	18.0'
7	Grindbox	0.5'	4.0'	10.0'
8	Grind Rail (Round)	1.0'	2"	20.0'
9	Skate Bench (Concrete)	1.5'	2.0'	6.0'
10	Pier 7 (Replica Series)	2.0'	4.0'	10.0'
11	Skate Bench (Concrete)	1.5'	2.0'	6.0'
12	Cruz Slant Pad (Replica Series)	3.0'	7.5'	6.0'
13	Cruz Slant Pad (Replica Series)	3.0'	7.5'	6.0'
14	Cruz Slant Pad (Replica Series)	3.0'	7.5'	6.0'
15	Concrete Flower Box (Skateable)	2.0'	5.0'	5.0'
16	Quarter Pipe	3.0'	4.0'	10.0'
17	Quarter Pipe	3.0'	4.0'	10.0'
18	Snap! (Pro Ops)	4.0'	4.0'	-
19	Quarter Pipe	5.0'	4.0'	12.0'
20	Quarter Pipe	5.0'	4.0'	12.0'
21	Quarter Pipe	5.0'	4.0'	12.0'
22	Pyramid Corner (Radius) 26 Degree	5.0'	3.3'	7.5'
23	Quarter Pipe	5.0'	4.0'	12.0'
24	Quarter Pipe	5.0'	4.0'	12.0'
25	Quarter Pipe	6.0'	4.0'	12.0'
26	Quarter Pipe	6.0'	4.0'	12.0'
27	Pyramid Corner (Radius) 26 Degree	6.0'	3.5'	7.9'
28	Quarter Pipe	6.0'	4.0'	12.0'
29	Quarter Pipe	6.0'	4.0'	12.0'
30	Quarter Pipe	6.0'	4.0'	12.0'
31	Spine	4.0'	4.0'	14.0'
32	Spine	4.0'	4.0'	14.0'
33	Spine	4.0'	4.0'	14.0'
34	Grind Rail (Round)	1.5'	2"	12.0'
35	Jump Box	3.0'	4.0'	23.0'
36	Jump Box	3.0'	4.0'	23.0'
37	Quarter Pipe	5.0'	4.0'	12.0'
38	Quarter Pipe	5.0'	4.0'	12.0'
39	Quarter Pipe	6.0'	4.0'	8.0'
40	Half Pipe	6.0'	4.0'	40.0'
41	Half Pipe	6.0'	4.0'	40.0'
42	Half Pipe	6.0'	4.0'	40.0'
43	Half Pipe	6.0'	4.0'	40.0'
44	Roll-In	6.0'	4.0'	17.0'
45	Roll-In	6.0'	4.0'	17.0'

PROJECT SCHEDULE & INSTALLATION TIMELINE

Contracting/Processing:	5 Days
Engineering:	5 Days
Equipment Manufacturing:	45 Days
Installation:	10 Days
Total: Project Duration:	65 Days



WARRANTY INFORMATION



PRODUCT WARRANTY

Pro Series

20 year limited on all steel ramp components

* Begins on the date of delivery or when the on-site work is complete, under the condition that the skatepark equipment has no defect in material and/or workmanship. Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

Exceptions to Warranty

Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company. American Ramp Company will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.

Disclaimer of Consequential Damages

American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

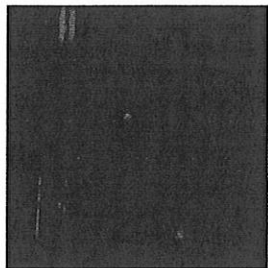
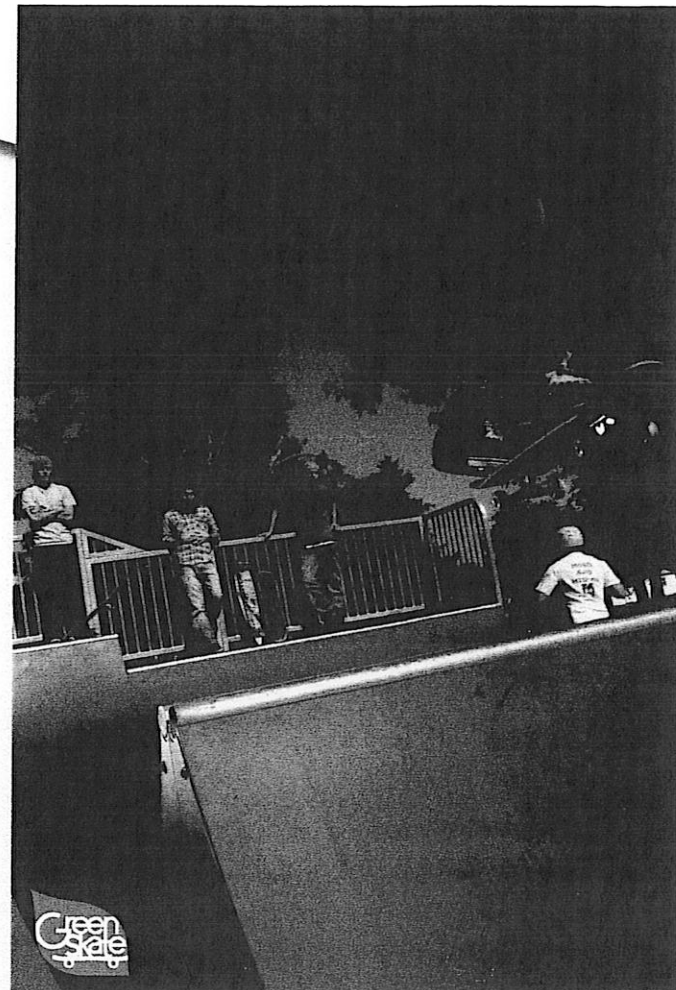
Safety

Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).



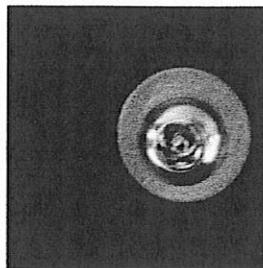
- 20-Year Warranty
- Fastener Free Riding Surface
- 3/16" MaxGrip™ Steel Surface

The world's most popular ramp system just got better! ARC's revamped Pro Series MX has all the same features that helped earn its place as a municipality favorite with the added benefits of galvanized steel before finish application and a new tougher color scheme. This all-steel system is virtually maintenance free and sure to retain its place as the most popular ramp system for years to come.



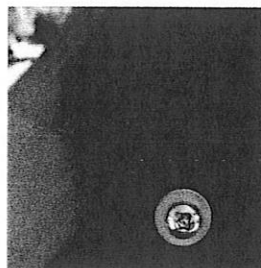
THICK 3/16" LASER CUT FRAMEWORK

By using laser table technology to cut our thick framework, we are able to hold incredibly tight tolerances which enables us to maintain perfect ramp geometry. This also ensures that each ramp section fits together perfectly for a seamless feel and appearance. (ASTM A1011/A653)



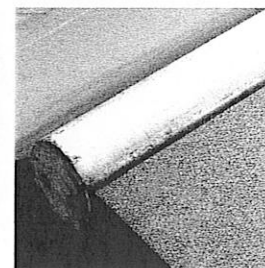
TAMPER-RESISTANT STAINLESS STEEL HARDWARE

All hardware used is stainless steel and the pin-hex head bolts ensure that they are only removed when you decide. (ASTM F593)



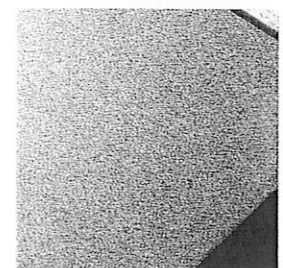
THICK 3/16" STEEL RIDING SURFACE

The riding surface is guaranteed not to crack, dent, chip, warp, or ever need replacing. Combine this with the corrosion protection of galvanized steel and the perfect traction of MaxGrip™ paint and it's easy to see why this surface is a maintenance department's dream come true. (ASTM F2334-09-4.1)



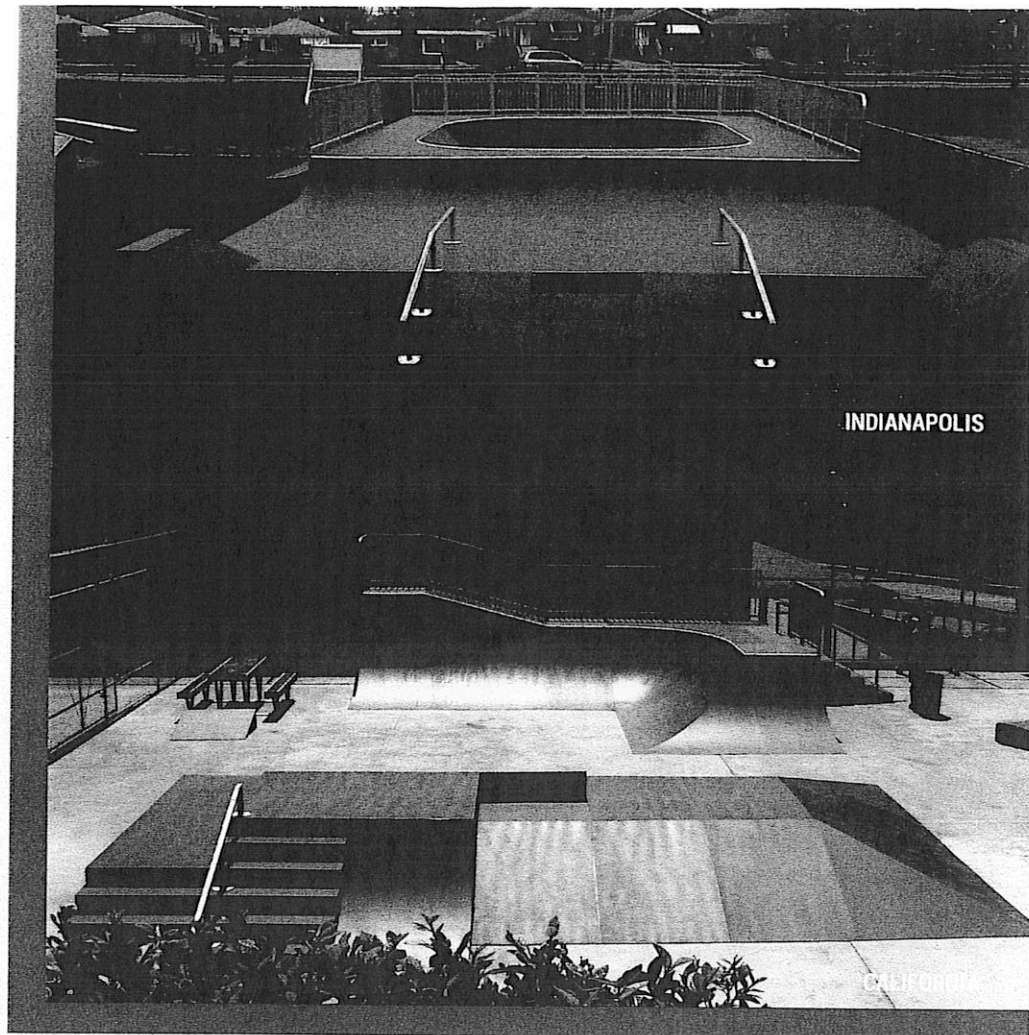
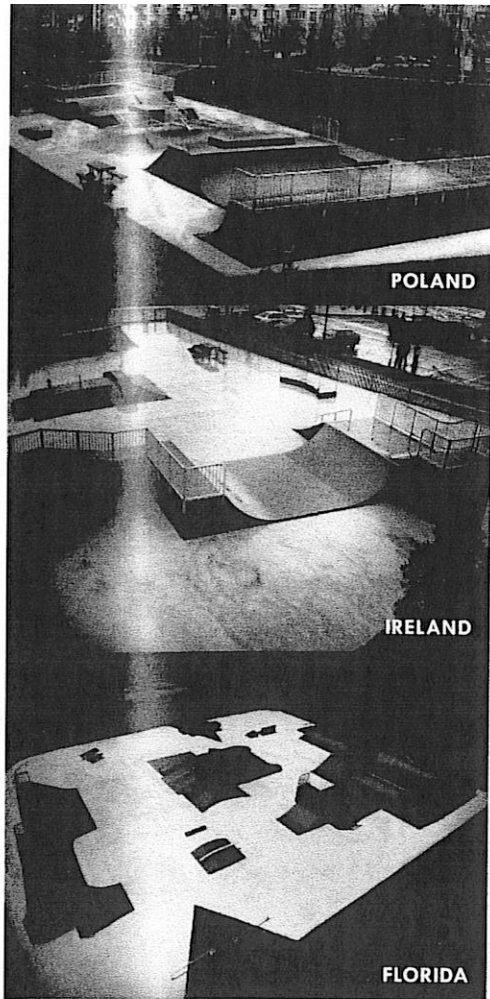
HOT-DIP GALVANIZED COPING/GRINDRAILS

The galvanized coating ensures that even after years of grinding, these areas will still look great and be free of rust. (ASTM F2334-09-5.4)



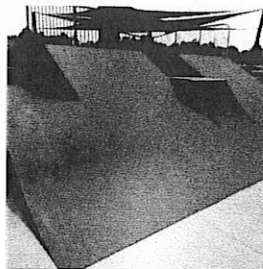
MAXGRIP™ POLYESTER POWDERCOAT

We have done extensive research to formulate a paint that provides the perfect traction for the action sports industry. The MaxGrip™ surface is applied on top of the galvanized ramp sections creating the ultimate combination in corrosion protection and grip. (ASTM D2794/D3363/B117)



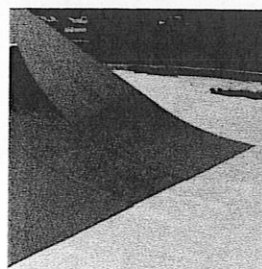
FASTENER FREE RIDING SURFACE

All factory welding is done from the underside of each ramp therefore no fasteners are required to attach the riding surface. The result is a smooth ride without the worries of screws backing out, which can create hazardous riding conditions and increased maintenance. (ASTM F2334-09-5.5)



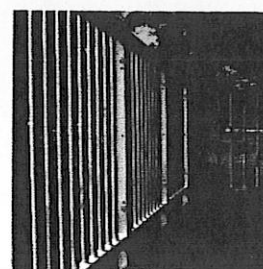
BEVELED LEADING EDGE

We take an extra step and bevel down the leading edge to make the transitions so smooth the rider glides on and off the ramps with ease. (ASTM F2334-09-5.7.1)



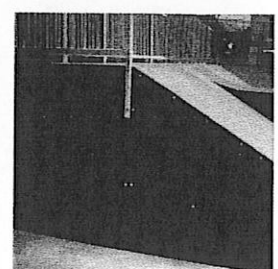
NO SEPARATE APPROACH PLATE

Approach plates create a seam that runs perpendicular to the skate flow which can be bothersome and even unsafe if the materials shift over time. Because the riding surface of the Pro Series also serves as the transition from the ramp to the concrete, there is no need for a separate approach plate. (ASTM F2334-09-5.7)



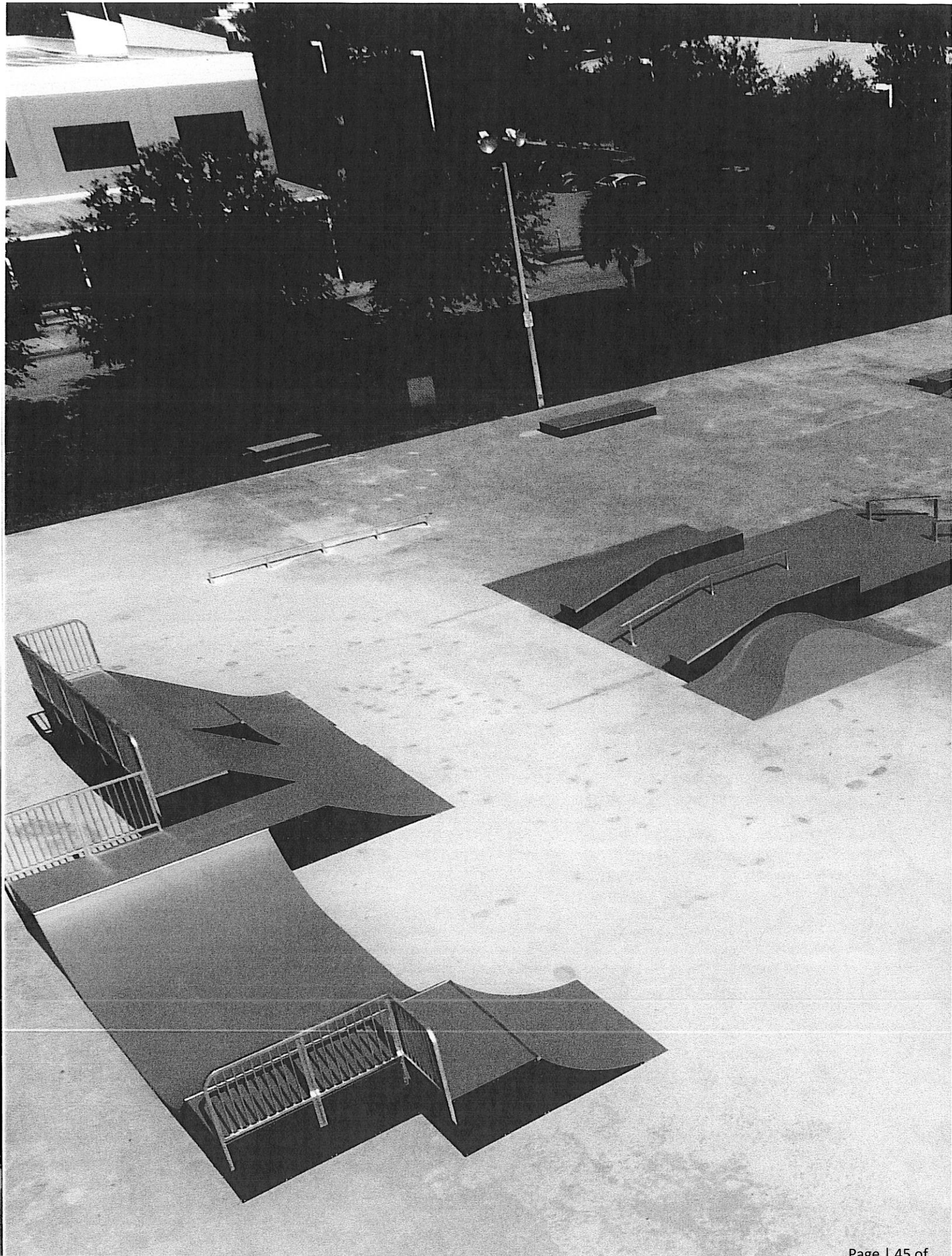
VERTICAL BALUSTER GUARDRAILS

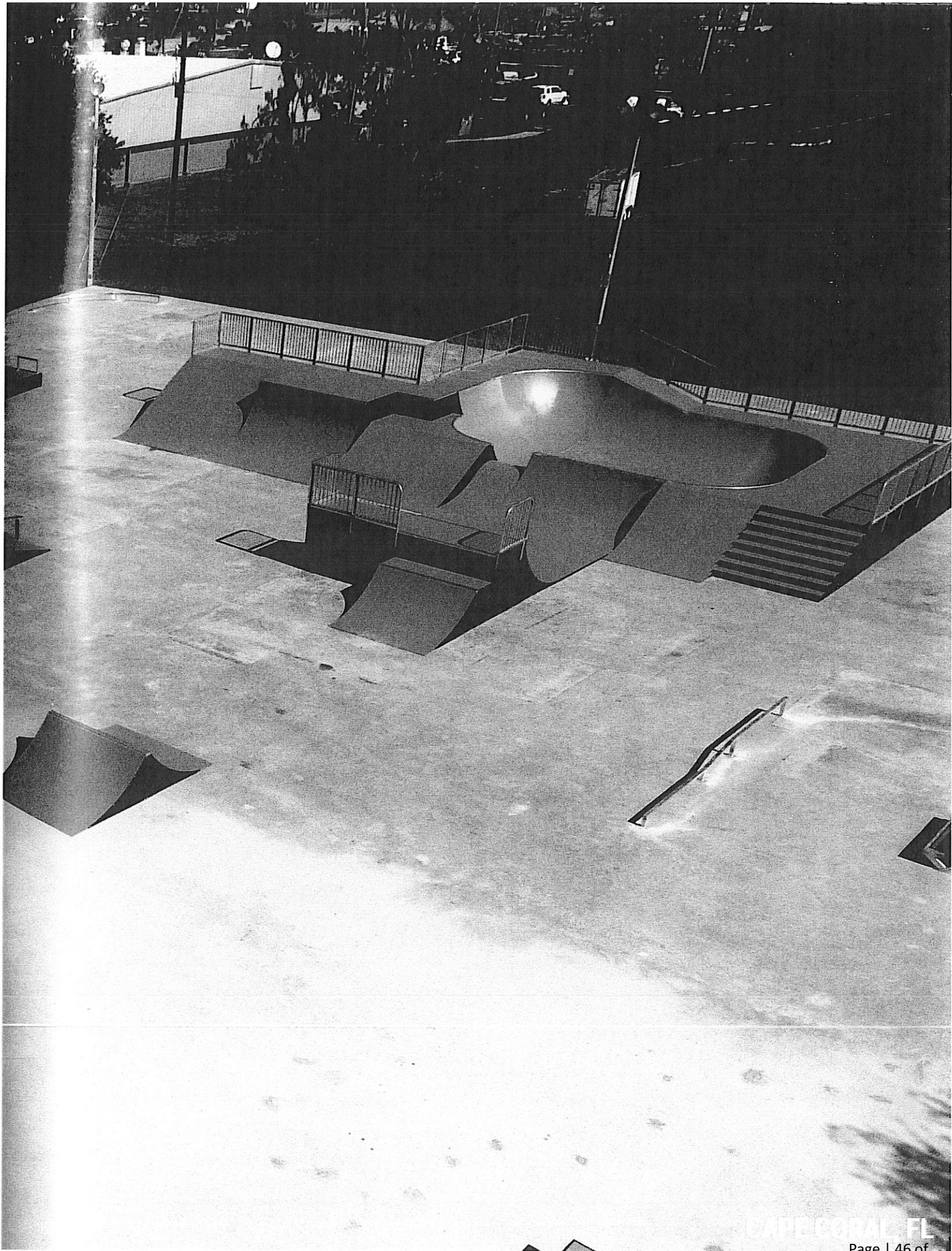
Hot-dip galvanized steel guardrails are tough and corrosion resistant. The vertical design increases visibility, allows airflow, and minimizes the likelihood of climbing. (ASTM F2334-09-5.1)

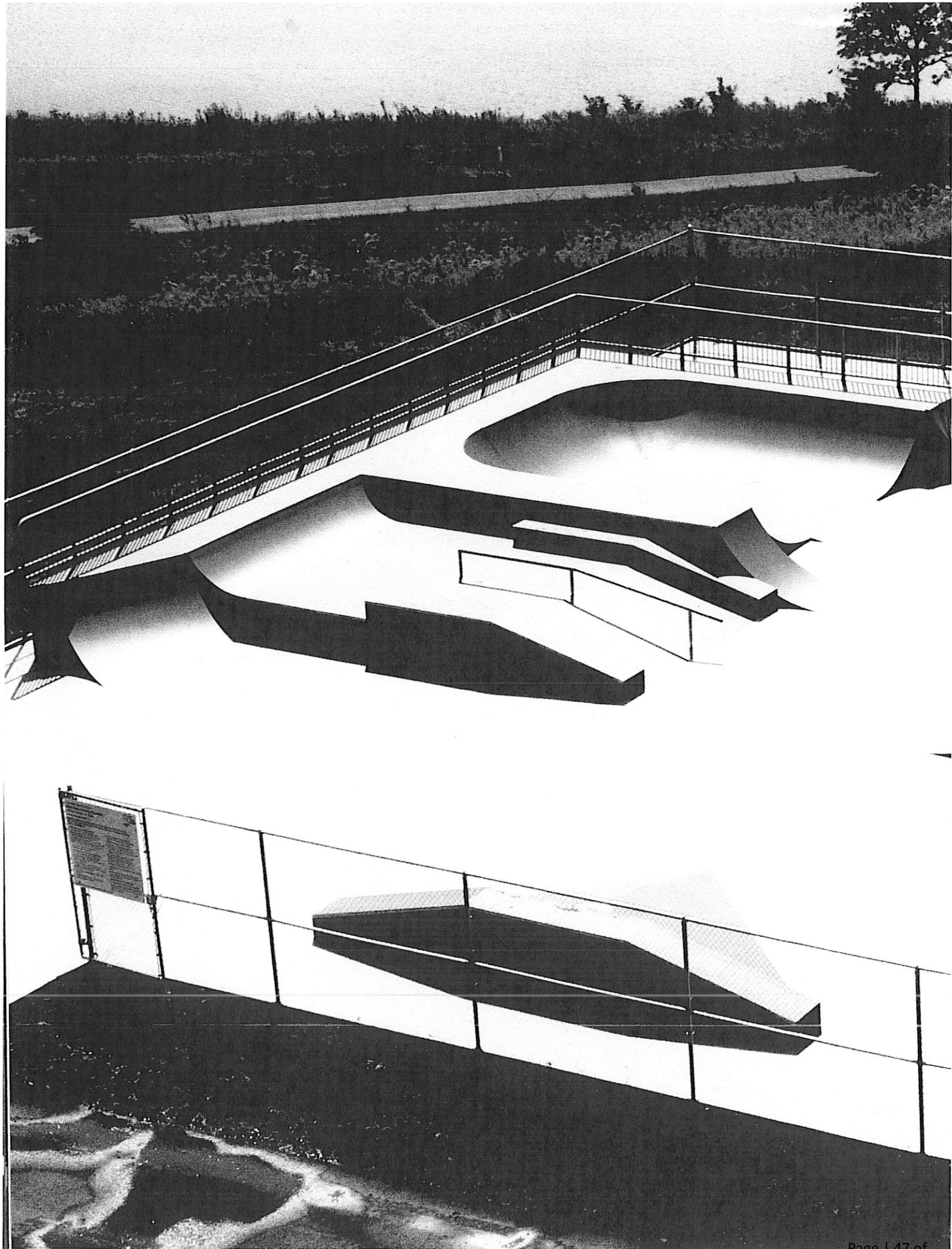


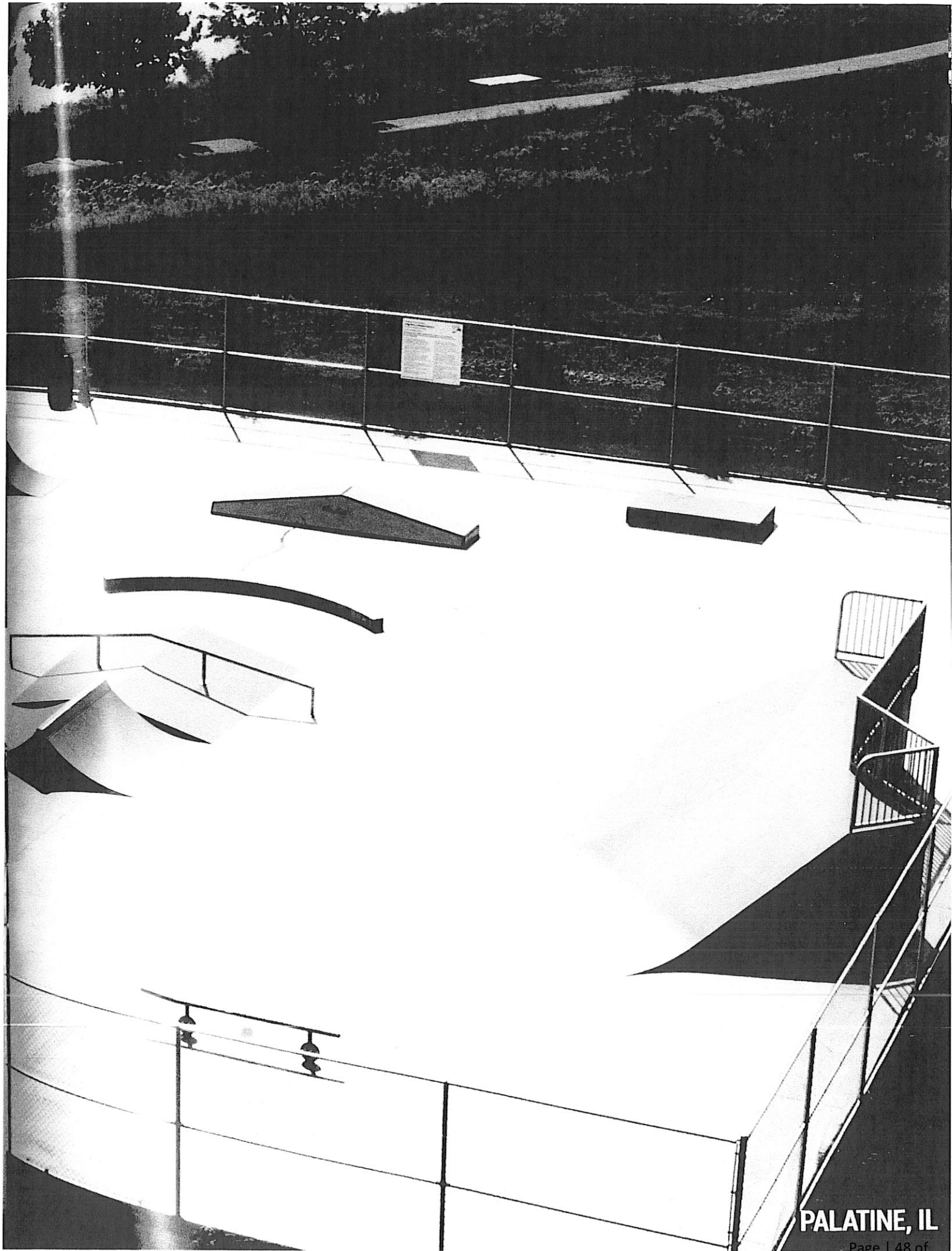
13-GAUGE GALVANIZED SOLID STEEL ENCLOSURES

Optional enclosure panels create a more finished look, limit access to the underside of the ramps, and eliminate the accumulation of trash and debris under the ramps. (ASTM A1011/A653)

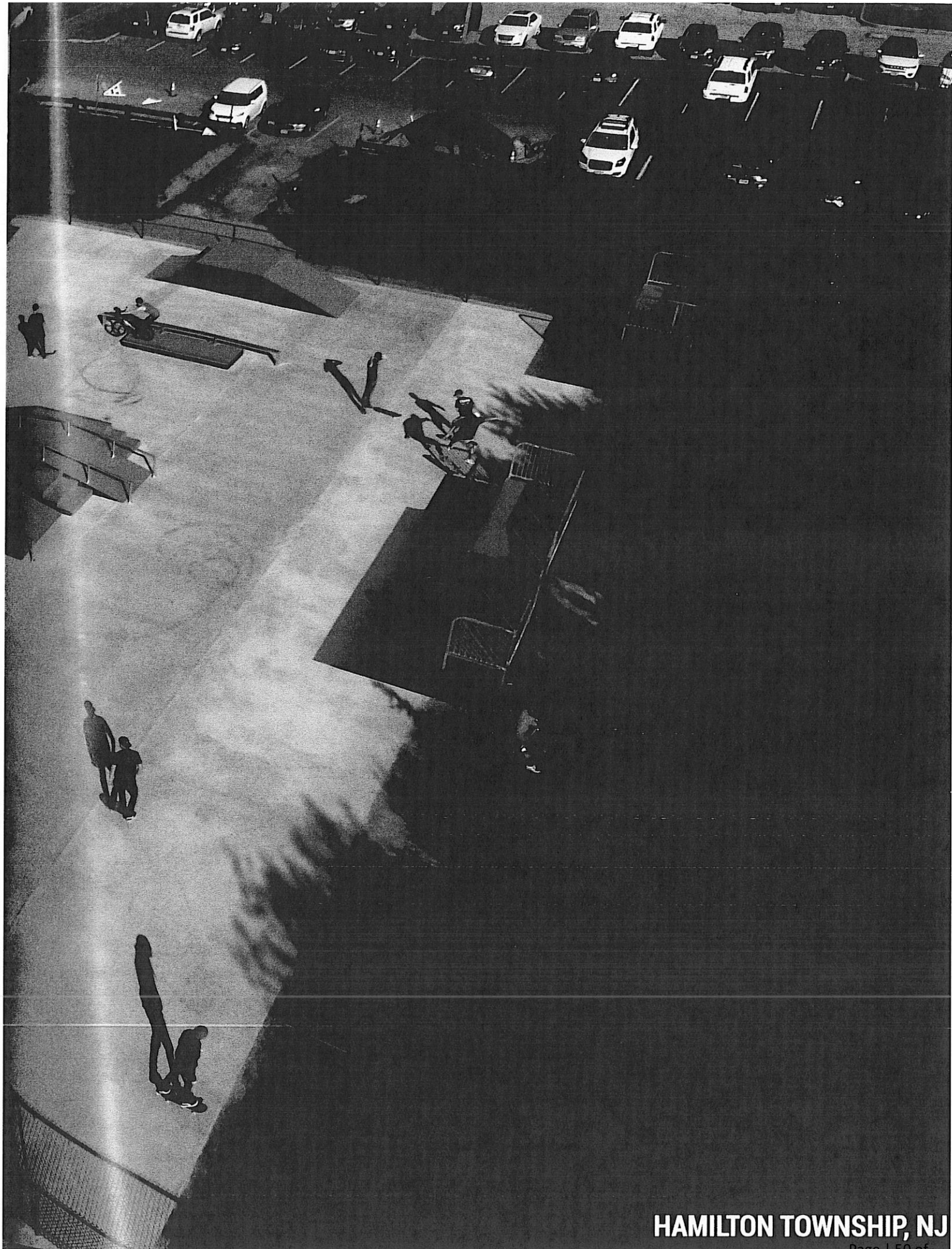


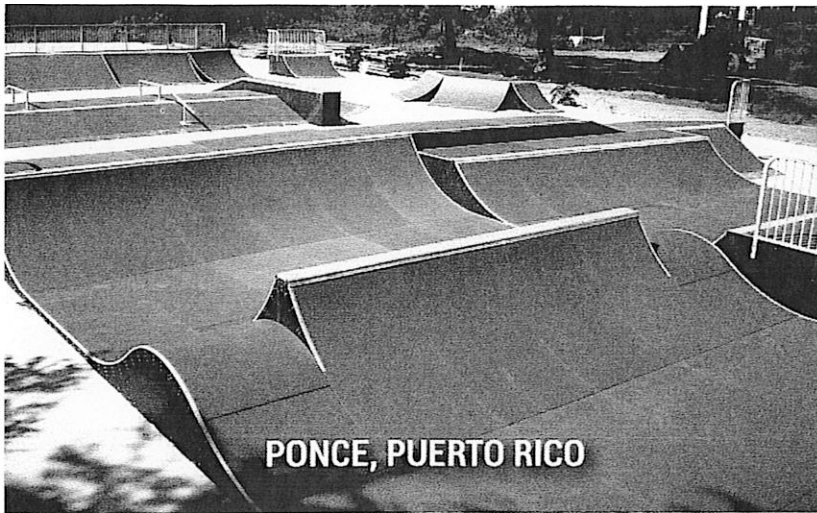




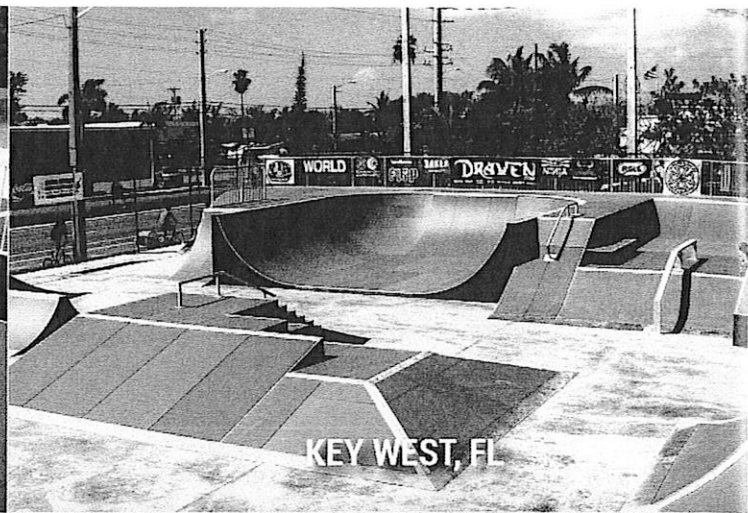




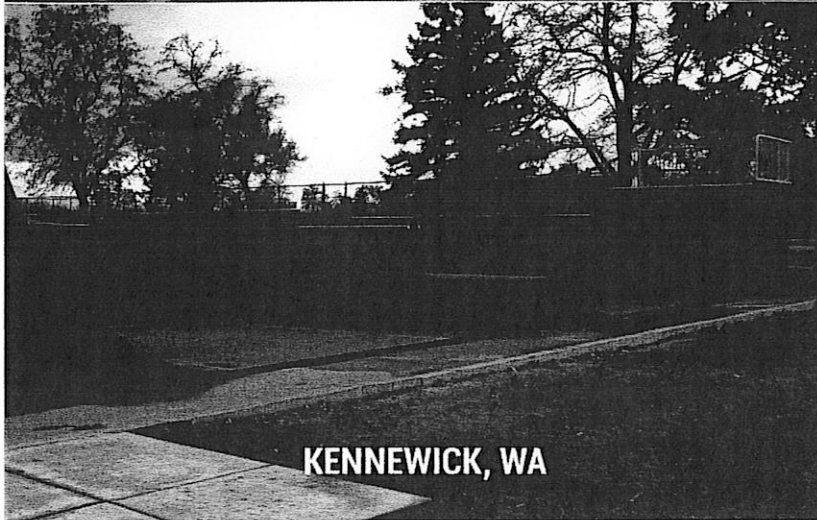




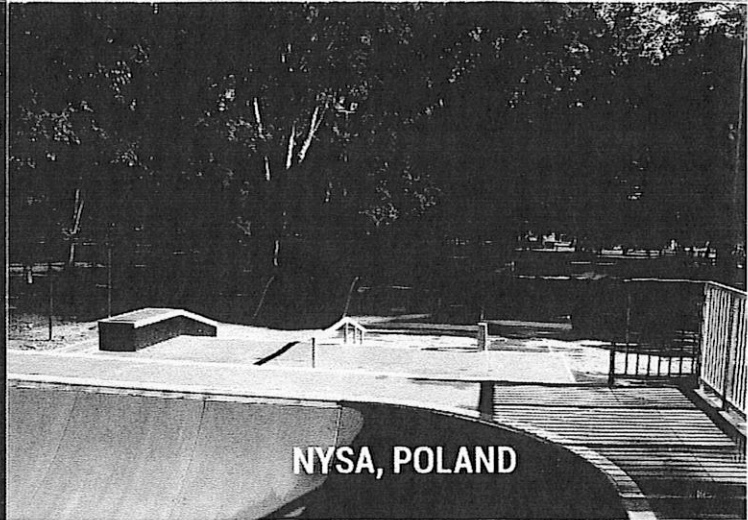
PONCE, PUERTO RICO



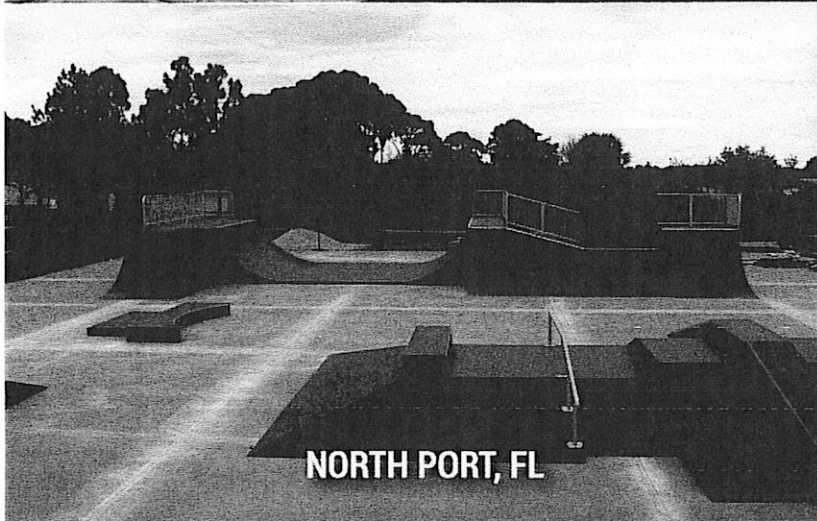
KEY WEST, FL



KENNEWICK, WA



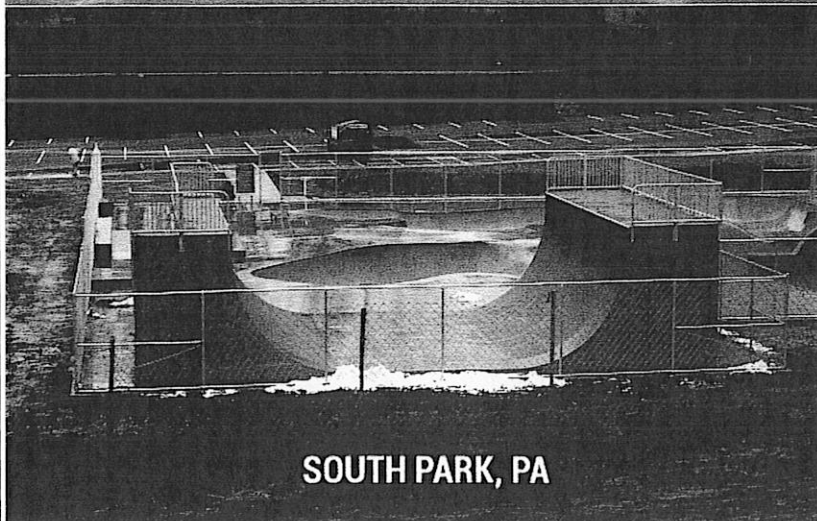
NYSA, POLAND



NORTH PORT, FL



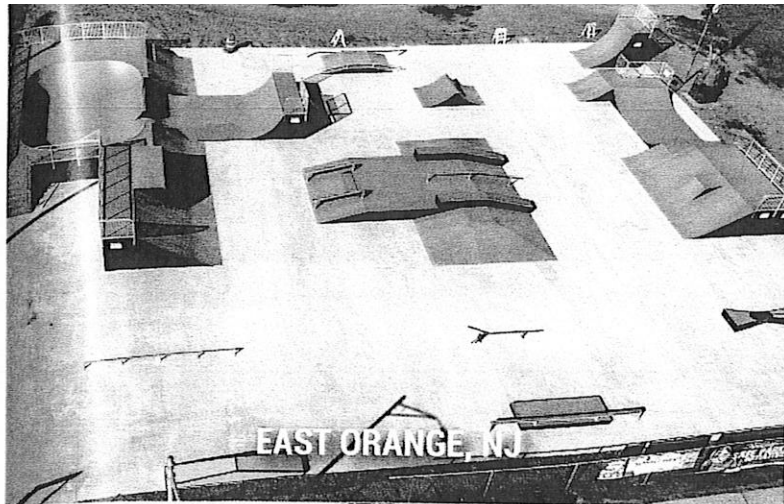
COVINGTON, WA



SOUTH PARK, PA



ROTA, SPAIN



EAST ORANGE, NJ



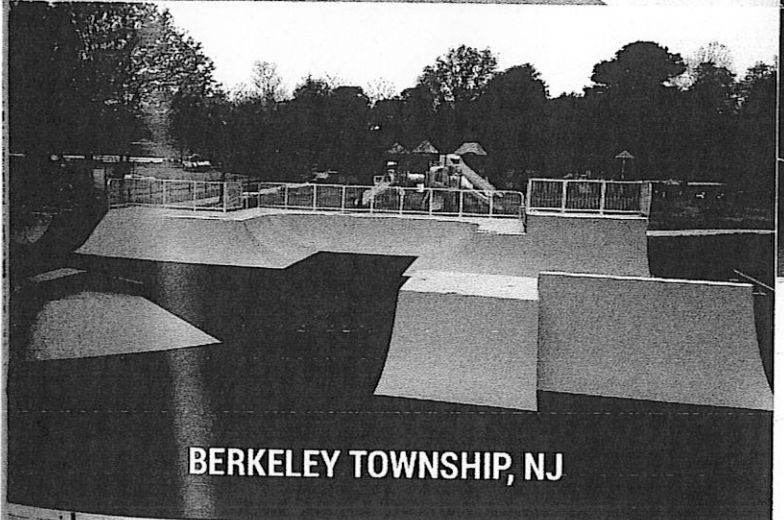
MARICOPA, AZ



COACHELLA, CA



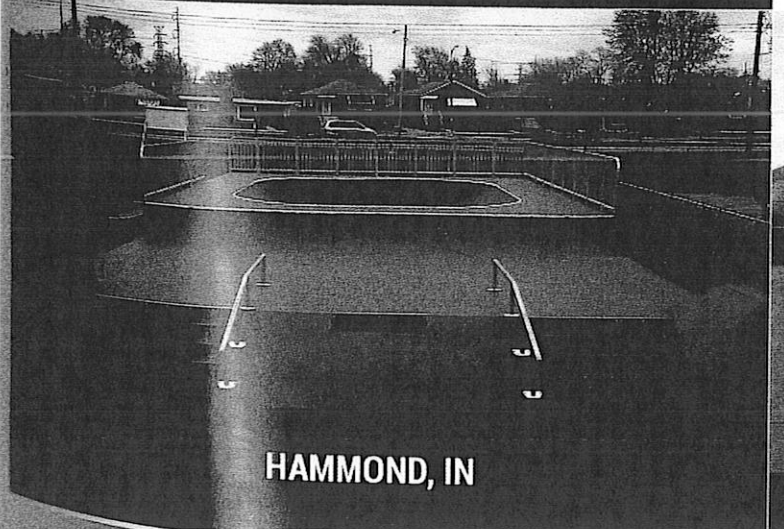
LA CANADA, CA



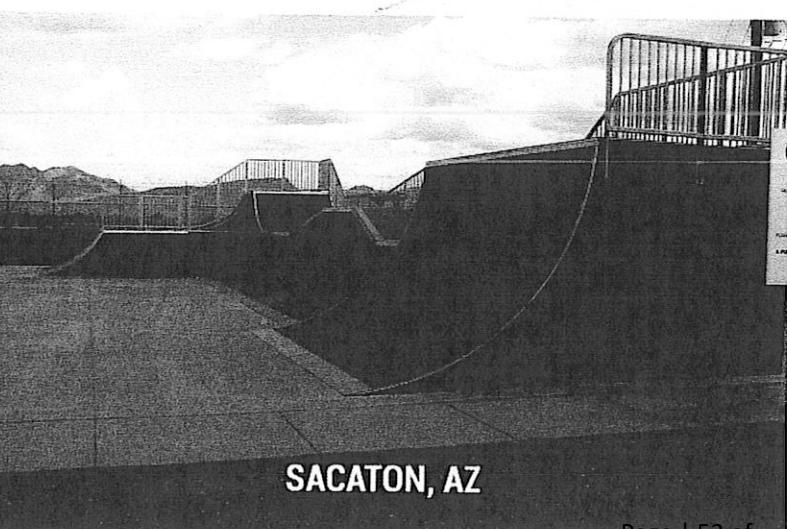
BERKELEY TOWNSHIP, NJ



RECIBO, PUERTO RICO



HAMMOND, IN



SACATON, AZ

PROJECT REFERENCES

Skate Park Name	Eagle Skatepark	Palatine Skate Park	Hamilton Township Veteran's Park
City, State	Cape Coral, FL	Palatine, IL	Hamilton Township, NJ
Contact Name	Mark Cagle	Jim Holder	Jeff Pluckett
Phone	239-242-3953	847-705-5131	609-890-4028
Email	mcagle@capecoral.net	jholder@palatineparks.org	jplunkett@hamiltonnj.com

STOCKHOLDERS LIST

Nathan Bemo, President
711 Copper Oaks Drive
Carl Junction, MO 64834
Ownership: 48%

John Hunter
8870 County Lane 213
Webb City, MO 64870
Ownership: 26%

James Moss
702 N. Golf Rd.
Webb City, MO 64870
Ownership: 26%



THE TOWN OF
CORTE MADERA
MARIN COUNTY CALIFORNIA

300 TAMALPAIS DRIVE
CORTE MADERA, CA
94925-1418

www.ci.corte-madera.ca.us

TOWN MANAGER
TOWN COUNCIL
415-927-5050

TOWN CLERK
415-927-5086

FINANCE / BUS. LICENSE
415-927-5055

FIRE DEPARTMENT
415-927-5077

PLANNING / ZONING
415-927-5064

BUILDING INSPECTOR
415-927-5062

TOWN ENGINEER
PUBLIC WORKS
415-927-5057

RECREATION DEPARTMENT
415-927-5072

SANITARY DISTRICT NO. 2
415-927-5057

TWIN CITIES POLICE AUTHORITY
415-927-5150

PARKS & RECREATION DEPARTMENT

498 TAMALPAIS DRIVE
CORTE MADERA, CA 94925
(415) 927-5072 FAX; (415) 927-7138
EMAIL: recreation_dept@ci.corte-madera.ca.us

To: Josh Willis
AMERICAN RAMP COMPANY

From: Mario Fiorentini
Town of Corte Madera Parks and Recreation

Josh,

I would like to thank you and the entire ARC Team for all your hard work on our skate park project this year. The kids of our community have had a great time during the entire process thus far and we could not have gotten to this point without the contribution of the ARC Team. The "Design Package" that you provided, was an invaluable tool throughout this process and because of it, the kids were empowered to take on fundraising efforts that have raised over \$9000 from our community. The ability to be able to communicate the vision of such a project can be extremely challenging, especially to a young demographic. The Town of Corte Madera Parks and Recreation Department feels that we would not have been able to receive the support from the Community, Commissions, Staff and Council without this important step. We look forward to this project being completed and working with you in the upcoming months.

Sincerely,

7/1/2017

Mario Fiorentini
Town of Corte Madera
Parks and Recreation
mfiorentini@tcmmail.org
415-927-5075 - DIRECT



July 6, 2017

American Ramp Company
601 McKinley
Joplin, MO 64801

RE: Decorah Skate Park

To Whom It May Concern:

When rebuilding after a natural disaster it is difficult to replicate let alone exceed the previous structures or parks in place. A dependable, flexible, and professional company is required to eclipse the expectations of a city. American Ramp Company was exemplary in reconstructing our skate park after the Flood of 2016. The city of Decorah has only the highest praise for their crew.

The process of rebuilding our skate park was a long and laborious journey due to the strict regulations implemented by FEMA. The flood allowed for supplemental help from FEMA which presented complications. ARC was extremely accommodating with the major fluctuations in our plans for the skate park. Their flexibility and professionalism was greatly appreciated and made for streamlined, effective communication. Once construction began, the crew ARC provided was efficient and skillful. The project was completed in a timely manner and the equipment is enjoyed by all in the Decorah community.

The city of Decorah could not be more pleased with the work and professionalism of ARC and we would highly recommend them to partner with any city in building a skate park.

Sincerely,

Andy Nimrod
Director
Decorah Parks and Recreation



**Recreation and Parks
Department**

City of Winston-Salem
P. O. Box 2511
Winston-Salem, NC 27102
CityLink 311 (336.727.8000)
Fax 336.748.2066
www.WePLAY.us

April 4, 2016

Mr. Tim Babcock
Bike Park Development Manager
Progressive Bike Ramps
601 McKinley Avenue
Joplin, Missouri 64801

Dear Mr. Babcock:

We had our grand opening for our skate park this past Saturday morning:

(http://www.journalnow.com/news/local/skate-park-opens-for-business-in-winston-salem/article_34a9110d-8774-53d1-8dc9-5b610256f0c6.html).

Everything went extremely well and this was largely in part to everyone that was involved with our project. From the designer to the crew that came down to install the equipment, everyone here with the City of Winston-Salem is extremely happy with our skate park. Thank you again.

On another note, I'd like to express how wonderful the crew was that installed the skate park equipment. I've worked with installation crews, contractors, and consultants for over 17 years. The crew that was sent to install our skate park is one of the best that I've ever worked with. They were thorough, worked through the elements, personable, thoughtful, and professional. I have nothing but the upmost respect and admiration for them and your company as they represented you from several hundred miles away. When we build our next skate park, I would like to personally request this crew again. You should be proud to have these individuals working for you. I honor them and their hard work. Please let each and every one of them know how much we appreciate them.

Thank you and American Ramp Company. You all have helped provide an experience for skaters to appreciate and be proud of.

William L. Royston
Capital Projects Planner



Call 311 or 336-727-8000
citylink@cityofws.org

City Council: Mayor Allen Joiner, Vivian H. Burke, Mayor Pro Tempore, Northeast Ward; Denise D. Adams, North Ward; Dan Beate, Southwest Ward; Robert C. Clark, West Ward; Molly Leight, South Ward; Jeff MacIntosh, Northwest Ward; Derwin L. Montgomery, East Ward; James Taylor, Jr., Southeast Ward; City Manager: Lee D. Gentry



Phone: 417-206-6816
Fax: 417-206-6888
info@americanrampcompany.com
601 S. McKinley Avenue | Joplin, MO 64801

Resolution No. 405-20

Introduced in Council

Passed by Council

December 21, 2020

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 405-20 - Authorizing the Mayor or City Manager to enter into a contract
2 with Boggs Roofing Inc., in the amount of \$119,500.00 to replace the roof at Fire Station
3 No. 2, located at 8080 Washington Street, West, pursuant to the results of a competitive
4 bidding process.

5

6 Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

7

8 That the Mayor or City Manager is authorized to enter into a contract with Boggs
9 Roofing Inc., in the amount of \$119,500.00 to replace the roof at Fire Station No. 2,
10 located at 8080 Washington Street, West, pursuant to the results of a competitive
11 bidding process.

12

Fire Station #2 Roof

Project No. 2020-027

Bid Opening: December 11, 2020 @ 11:00am

	Boggs Roofing Inc.	Harris Brothers Roofing	Tri- State Roofing & Sheet Metal
	PO Box 7455	1533Hansford St	PO Box 1231
	Huntington WV, 25776	Charleston WV, 25311	Charleston WV, 25324
	P: (304) 429-4233	P: (304) 343-5566	P: (304) 755-5275
	shane@boggsroofing.com	Jay.harrisbrothers.outlook.com	charleston@tri-stateservice.com
Item 1: Upper Roof Section	\$68,115.00	\$75,810.00	\$73,026.00
Item 2: Lower Roof Section	\$51,385.00	\$57,190.00	\$55,091.00
Project Total	\$119,500.00	\$133,300.00	\$128,117.00
Local Vendor Preference (4%)	(\$4,780) \$114,720.00	(\$5,332.00) \$127,968.00	(-5,124.68) \$122,992.32
Successful Bidder	✓		

Resolution No. 406-20

Introduced in Council

Passed by Council

December 21, 2020

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 406-20 - Authorizing the Mayor or 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 State Office of National Drug Control Policy in
4 the total amount of \$146,000 to be awarded to the Metropolitan Drug Enforcement
5 Network Team ("MDENT"). The 2021 calendar year funds are designated for the
6 purchasing of evidence and information (totaling \$20,000), funding six (6) full-time
7 officers at \$18,000 each (totaling \$108,000), and funding one (1) full-time officer for
8 DEA-HIDTA at \$18,000.

9

10 Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

11

12 That the Mayor or Chief of Police is authorized to execute and enter into a Subaward
13 Recipient Agreement with Appalachia High Intensity Drug Trafficking Area ("HIDTA") for
14 funds from the United State Office of National Drug Control Policy in the total amount of
15 \$146,000 to be awarded to the Metropolitan Drug Enforcement Network Team
16 ("MDENT"). The 2021 calendar year funds are designated for the purchasing of
17 evidence and information (totaling \$20,000), funding six (6) full-time officers at \$18,000
18 each (totaling \$108,000), and funding one (1) full-time officer for DEA-HIDTA at \$18,000.

19



December 1, 2020

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 2021 Appalachia HIDTA Subaward Agreement is ready for your review and signature.

The original Subaward Agreement for CY 2021 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 2021 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 12 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**

Please return the completed Subaward Agreement by January 15, 2021.

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): G21AP0001A	9. Federal Award Date: January 1, 2021
		10. Subaward period of Performance: From: 01/01/2021 to 12/31/2021	
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:	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:	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. Federal Award Performance Goals
 - E. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status and Implementing Regulations
 - F. HIDTA Program Policy and Budget Guidance
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.

All reimbursement requests must be submitted on the AHIDTA reimbursement form (LC-07). The LC-07 form and LC-07 instructions sheet are maintained on the AHIDTA website www.ahidta.org. Information regarding the submittal process for requests of reimbursement can be found on the instructions sheet.

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 \$4,000 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 may terminate the position and the funding will no longer be available for reimbursement.

14. NATIONAL DEFENCE AUTHORIZATION ACT (NDAA)

This subaward is subject to NDAA rules.

Effective January 3, 2020, Section § 889(b)(2) of the John McCain National Defense Authorization Act (NDAA) for FY 2019 prohibits executive agencies that administer loan or grant programs from permitting their funds to be used to purchase certain telecommunications and video surveillance equipment and services produced by certain Chinese entities. This applies to Executive Branch agencies like the Office of National Drug Control Policy (ONDCP) and Federal grantees, including the High Intensity Drug Trafficking Areas (HIDTA) Program.

The purpose of this legislation is to reduce the vulnerabilities of Federal agencies and their grantees to foreign interference in technology, data, and operations that rely on telecommunications or video surveillance. The covered telecommunications equipment or services include equipment manufactured or services provided by the following Chinese entities, and their subsidiaries or affiliates:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

Types of prohibited items include (but are not limited to) equipment that can be used to route or redirect user data traffic or permit visibility into any user data or packets that the equipment transmits or otherwise handles. Prohibitions also include telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Any item purchased with HIDTA funds must be in compliance with NDAA. AHIDTA will not purchase or reimburse an agency for items found to not be in compliance with NDAA.

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 and the Financial Commission for Appalachia HIDTA 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 (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.

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 proceedings, 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 7.25 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) 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.

F. HIDTA Program Policy and Budget Guidance

Section 7.25

7.25 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.

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.

7.25.1 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.

7.25.2 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.

2021 - Appalachia HIDTA

Initiative - Metropolitan Drug Enforcement Network Team

Award Recipient - Laurel County Fiscal Court (G21AP0001A)

Resource Recipient - Charleston Police Department

Overtime	Account Nunmber	Quantity	Amount
Investigative - Law Enforcement Officer	01-02-21-284-64-6080.05	6	\$108,000.00
Total Overtime		6	\$108,000.00
Other			Amount
PE/PI/PS	01-02-21-284-64-5601.01		\$20,000.00
Total Other			\$20,000.00
Total Budget			\$128,000.00

2021 - Appalachia HIDTA

Initiative - West Virginia DEA HIDTA Task Force

Award Recipient - Laurel County Fiscal Court (G21AP0001A)

Resource Recipient - Charleston Police Department

Overtime	Account Nunmber	Quantity	Amount
Investigative - Law Enforcement Officer	01-02-21-284-66-6080.05	1	\$18,000.00
Total Overtime		1	\$18,000.00
Total Budget			\$18,000.00

Resolution No. 407-20

Introduced in Council

Passed by Council

December 21, 2020

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 407-20 - Authorizing the Mayor or City Manager to purchase one (1)
2 vehicle from Stephens Auto in the amount of \$29,049.00, where the vehicle will serve as
3 a replacement vehicle to be used by the Metropolitan Drug Enforcement Network Team
4 (MDENT) and titled to the City of Charleston. The purchase will be made through a
5 competitively sourced state-wide contract.

6

7 Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

8

9 That the Mayor or City Manager is authorized to purchase one (1) vehicle from Stephens
10 Auto in the amount of \$29,049.00, where the vehicle will serve as a replacement vehicle
11 to be used by the Metropolitan Drug Enforcement Network Team (MDENT) and titled to
12 the City of Charleston. The purchase will be made through a competitively sourced
13 state-wide contract.

14



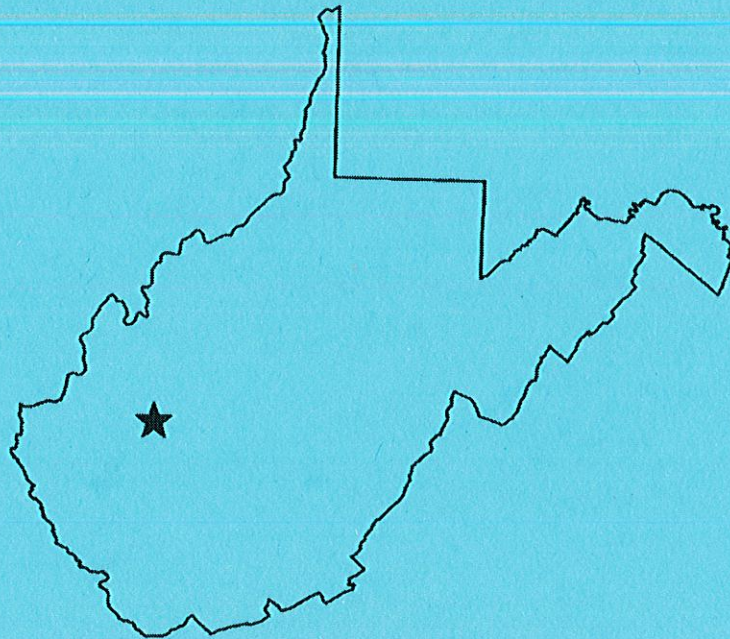
City of Charleston West Virginia

Victor Grigoraci, City Treasurer

City Treasurer's Report to City Council

Month Ended

November 2020



Respectfully submitted,

A handwritten signature in black ink, which appears to read "Vic Grigoraci". The signature is fluid and cursive.

Victor Grigoraci, CPA – City Treasurer

<u>Fund / Description</u>	<u>Balance November 2019</u>	<u>Balance October 2020</u>	<u>Collections November 2020</u>	<u>Withdrawals November 2020</u>	<u>Balance November 30, 2020</u>
001 General Fund	15,873,213.26	28,393,982.03	8,636,782.19	10,220,503.28	26,810,260.94
002 Coal Severance Tax	88.07	35.05	0.00	0.00	35.05
003 Municipal Stabilization	4,321,788.76	4,732,556.63	387.91	0.00	4,732,944.54
009 Community Development	6,637.36	2,915.76	79,915.89	80,200.55	2,631.10
010 Supportive Housing	0.00	0.00	6,686.60	6,686.60	0.00
012 West Side Improvement	41,825.25	9,495.20	0.00	9,495.20	0.00
014 IT Infrastructure	90,313.19	541,139.50	44.36	0.00	541,183.86
015 Charleston Land Reuse	37,526.80	273,277.54	4,729.31	34,175.59	243,831.26
016 Charleston Land Trust	82.31	0.00	0.00	0.00	0.00
017 Project West Invest	556.69	563.72	0.05	0.00	563.77
019 Tourism & Promotions	0.00	500,174.88	41.00	0.00	500,215.88
020 Business Development	0.00	751,574.78	61.60	0.00	751,636.38
021 Community Participation	0.00	130,045.47	10.05	16,000.00	114,055.52
024 LGBTQ Working Group	0.00	575.09	0.04	91.30	483.83
026 Uniform Pension Reserve Fund	19,210,021.13	22,888,230.69	35.63	392,531.00	22,495,735.32
035 Municipal Beautification	32,592.81	32,762.09	2.69	0.00	32,764.78
036 Special Demolition	18,241.95	38,544.50	3.16	0.00	38,547.66
037 Sister Cities	27,446.45	27,589.05	2.26	0.00	27,591.31
038 Solid Waste	833,323.92	376,031.28	384,229.35	98,157.10	662,103.53
039 Waste Disposal	0.00	0.00	91,753.40	91,753.40	0.00
040 Landfill Closure	3,370,710.78	3,459,480.93	19,296.59	0.00	3,478,777.52
041 Police Contributions	15,843.59	23,947.80	1.96	0.00	23,949.76
042 Police Evidence	1,118,821.79	1,069,220.72	85.88	58,716.07	1,010,590.53
043 Forfeited Funds	272,398.45	374,701.02	2,762.86	0.00	377,463.88
044 Municipal Court	200,935.56	239,898.22	24,482.00	43,765.50	220,614.72
045 Homeland Security	20,576.80	20,580.04	1,944.24	1,944.24	20,580.04
047 Health Insurance Reserves	6,208,992.64	6,241,246.05	511.58	0.00	6,241,757.63
048 Wayfinding Commission	74,241.82	21,232.59	1.74	0.00	21,234.33
049 Live On The Levee	5,287.20	13,104.13	1.07	0.00	13,105.20
074 Slack Plaza	600,000.00	0.00	0.00	0.00	0.00
080 Human Rights	176,793.29	176,793.29	0.00	0.00	176,793.29
081 Home Program	47,164.19	101,916.22	3,522.18	3,211.29	102,227.11
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
090 Byrne Justice	0.00	0.00	1,355.10	1,355.10	0.00
095 Police Grants	85,181.67	106,775.70	12,770.47	1,898.16	117,648.01
096 Historic Preservation	20,601.00	15,020.00	0.00	0.00	15,020.00
099 Public Arts Grant	149,264.34	178,914.34	0.00	0.00	178,914.34
100 Sinking Fund	4,107,733.76	4,025,028.33	338.80	0.00	4,025,367.13
200 Infrastructure	152,664.01	153,457.04	12.58	0.00	153,469.62
214 Civic Center Capital Improvement	392,165.69	409,050.54	33.53	0.00	409,084.07
215 Municipal Auditorium Capital Improvement	161,473.83	168,305.20	13.80	0.00	168,319.00
220 General Maintenance	2,087,864.90	3,635,729.17	584,988.73	0.00	4,220,717.90
221 City Service Fee Capital Project	1,095,759.16	991,070.40	1,841,425.20	977,545.09	1,854,950.51
222 Facilities Maintenance	263,839.62	965,733.88	610,108.96	2,860.44	1,572,982.40
255 Ballpark Maintenance	52,940.83	78,225.13	6.41	0.00	78,231.54
402 Civic Center Revenue	165,113.75	71,715.72	217,283.95	227,540.53	61,459.14
406 Parking System Revenue	4,885,162.51	4,813,110.75	182,544.63	86,462.88	4,909,192.50
426 Parking Operation and Maintenance	1,582,361.93	2,315,479.20	189.79	0.00	2,315,668.99
427 Civic Center TIF Project	154,940.23	354,827.28	37,279.68	0.00	392,106.96
900 M - DENT	739,946.99	679,867.31	54.63	22,438.45	657,483.49
901 Pending Forfeiture	1,013,901.02	1,098,109.41	89.23	11,383.00	1,086,815.64
Working Cash Advance Fund	32,925.00	32,925.00	0.00	0.00	32,925.00
Total All Funds	69,759,518.27	90,545,212.64	12,745,791.08	12,388,714.77	90,902,299.95

Bill No. 7889

Introduced in Council:

December 21, 2020

Introduced by:

Chad Robinson

Adopted by Council:

Referred to:

**Planning/Streets & Traffic and
Public Safety**

Bill No. 7889 – A BILL to amend the Municipal Code of the City of Charleston, by adding thereto a new section, designated Section 114-671, in ARTICLE VIII, Chapter 114 of said Code, relating to prohibiting standing, congregating and obstructing the flow of traffic near an inherently dangerous intersection or highway and declaring halting or obstructing the flow of vehicular traffic a nuisance.

WHEREAS, the City of Charleston recognizes that the safety and security of the citizens is paramount; and

WHEREAS, the City of Charleston has received complaints regarding pedestrians obstructing the flow of vehicular traffic in highly traveled areas producing an immediate and severe risk for the walking and traveling public; and

WHEREAS, pursuant to W. Va. Code § 17C-10-1, the City is empowered by ordinance to require that pedestrians strictly comply with the directions of any official traffic-control signal and may by ordinance prohibit pedestrians from crossing any roadway in a business district or any designated highways except in a crosswalk; and

WHEREAS, pursuant to W. Va. Code § 17C-7-13, a city adopting any such prohibitory regulation shall erect and maintain official signs on the controlled-access roadway on which such regulations are applicable and when so erected no person shall disobey the restrictions stated on such signs; and

WHEREAS, the Code requires uniformity and protection for its traveling citizens, walking and in vehicles, from obstructions posing significant threat of serious injury.

Now, therefore, be it ordained by the Council of the City of Charleston:

That the Municipal Code of the City of Charleston is hereby amended by adding thereto a new section, designated Section 114-671, in ARTICLE VII, Chapter 114 to read as follows:

CHAPTER 114. – TRAFFIC ORDINANCE.

ARTICLE VIII. – PEDESTRIANS.

35
36 **Sec. 114-671. – Pedestrian obstruction along an inherently dangerous intersection**
37 **or highway prohibited; nuisance declared for congregating along a public way and**
38 **refusing to clear.**

39
40 (a) No person or persons shall willfully stand or congregate within 25 feet of an
41 inherently dangerous intersection or highway with the intent of attracting or distracting the
42 attention of the operator of a motor vehicle for any reason. The City shall post signage
43 indicating inherently dangerous intersections where this conduct is prohibited.

44 (b) Congregating with another or others in or on any public way so as to halt the
45 flow of vehicular or pedestrian traffic and refusing to clear such public way when ordered
46 to do so by a peace officer or other person having authority is declared a public nuisance.

47 (c) For the purposes of this section, “*inherently dangerous intersection or highway*”
48 shall be defined as any intersection within the City of Charleston where vehicular traffic
49 is permitted to flow at a speed of 40 miles per hour or above, or where vehicular traffic is
50 engaging in the egress or ingress upon a controlled access highway, or within the
51 immediate proximity of a bridge.

52 (d) For the purposes of this section, “immediate proximity of a bridge” shall be
53 defined as within a one block radius of the entry or exit of a bridge.

54 (e) In addition to any administrative remedy provided in this Code, violations of this
55 section constitute a criminal misdemeanor, subject to criminal citation and punishable by
56 a fine of not more than \$500.00. Every day or portion thereof that a person fails or refuses
57 to remedy a violation shall be considered a separate offense. A person who has two
58 convictions under this section in the twelve months prior to a third citation shall, upon a
59 third conviction, be punished by a fine of not more than \$500.00 or by imprisonment for
60 not more than ten days or both.
61

1 **Bill No. 7890**

2
3 **Introduced in Council:**

Adopted by Council:

4
5 **December 21, 2020**

6
7 **Introduced by:**

Referred to:

8
9 **Joseph Jenkins**

Finance

10
11 **Bill No. 7890** - A BILL to amend the Municipal Code of the City of Charleston by amending
12 and reenacting Section 111-14 of Chapter 111, relating to correcting inadvertent errors
13 made in the year 2018 with respect to detailing the deposit and allocation of the City's
14 Consumer Sales and Use Tax revenue as required by the bond documents related to the
15 Charleston Coliseum and Convention Center renovations; and authorizing any future
16 unencumbered revenue to be transferred to the Uniform Pensions Reserve Fund after
17 payment of the first, second and third priority items.

18
19 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF**
20 **CHARLESTON THAT:**

21
22 Section 111-14 of the Municipal Code of the City of Charleston is hereby amended and
23 reenacted to read as follows:

24
25 **Chapter 111. – CONSUMERS SALES AND USE TAXES**

26
27 **Sec. 111-14. - Deposit of taxes collected in special revenue funds.**

28 (a) The special revenue fund in the city treasury previously established, designated
29 and known as the City Sales and Use Tax Fund is hereby continued. The second special
30 revenue fund in the city treasury previously established, designated and known as the
31 Uniform Pensions Reserve Fund is hereby continued. The City Sales and Use Tax Fund
32 shall continue to receive all revenues received from collection of the city's sales and use
33 taxes, including any interest, additions to tax and penalties deposited with the city
34 treasurer. ~~until September 30, 2015. During the period of October 1 through October 31,~~
35 ~~2015, or at such other time as the city treasurer receives the quarterly remittance from~~
36 ~~the state tax department representing collections for the period of June, July, and August,~~
37 ~~2015, 60 percent of the revenues received from the taxes imposed by this chapter,~~
38 ~~including interest and additions to tax, shall be deposited in the City Sales and Use Tax~~
39 ~~Fund and 40 percent of the revenues shall be deposited in the Uniform Pensions Reserve~~
40 ~~Fund. Beginning November 1, 2015, one-half of the revenues received from the taxes~~
41 ~~imposed by this chapter, including interest and additions to tax, shall be deposited in the~~
42 ~~City Sales and Use Tax Fund and the second half of the revenues shall be deposited in~~
43 ~~the Uniform Pensions Reserve Fund. Additionally, there shall be deposited in each fund:~~
44 ~~(1) all appropriations to the particular fund; (2) all interest earned from investment of the~~
45 ~~particular fund; and (3) any gifts, grants or contributions received and placed by the city~~
46 ~~into the City Sales and Use Tax Fund or the Uniform Pensions Reserve Fund. Revenues~~

~~in the City Sales and Use Tax Fund and the Uniform Pensions Reserve Fund shall not be treated by any person as general revenue of the city. Revenues in the City Sales and Use Tax Fund shall be disbursed in the manner and consistent with the priorities set forth in subsection (b) below. Revenues in the Uniform Pensions Reserve Fund shall be disbursed in the manner and consistent with the priorities set forth in subsection (c) below.~~

(b) Revenues in the City Sales and Use Tax Fund shall be used each quarter: (i) first, to satisfy the debt service requirements and any prior debt service requirements deficit each fiscal year on, and to replenish any required reserves in accordance with the bond documents for, any bonds issued by, or other obligations incurred by, the city, from time to time, including any refunding bonds, to finance improvements to the Charleston Coliseum and Convention Center and for any other economic development or public safety projects, including the funding of any reserve funds relating to any such bonds or other obligations, and/or to make lease payments which secure bonds issued to finance improvements to such Charleston Coliseum and Convention Center or other economic development projects; and (ii) second, after providing for payment of first priority items, (A) during the period of October 1 through October 31, 2015, or at such other time as the city treasurer receives the quarterly remittance from the state tax department representing collections for the period of June, July, and August, 2015, 40 percent of the revenues received from the taxes imposed by this chapter, or any lessor amount remaining after providing for payment of first priority items, shall be deposited in the Uniform Pensions Reserve Fund and (b) beginning November 1, 2015, one-half of the revenues received from the taxes imposed by this chapter, or any lessor amount remaining after providing for payment of first priority items, shall be deposited in the Uniform Pensions Reserve Fund; and (iii) third, after providing for payment of first and second priority items, in the event there were insufficient funds available in any prior quarter to transfer 40 percent or one-half, as applicable, of the revenues received from the taxes imposed by this chapter to the Uniform Pensions Reserve Fund, such amounts shall be deposited in the Uniform Pensions Reserve Fund from revenues available in the City Sales and Use Tax Fund; and (iv) fourth, after providing for payment of first, second and third priority items, any unencumbered revenue in the City Sales and Use Tax Fund may periodically be transferred as necessary or convenient to the city's general revenue account Uniform Pensions Reserve Fund. Additionally, there shall be deposited in each fund: (1) all appropriations to the particular fund; (2) all interest earned from investment of the particular fund; and (3) any gifts, grants or contributions received and placed by the city into the City Sales and Use Tax Fund or the Uniform Pensions Reserve Fund. Revenues in the City Sales and Use Tax Fund and the Uniform Pensions Reserve Fund shall not be treated by any person as general revenue of the city.

(c) Revenues in the Uniform Pensions Reserve Fund shall be used: (i) first, to satisfy the balance of the benefit obligations imposed and assumed by the city on a pay-as-you-go basis for those members who have retired after election of the conservation method set forth in W.Va. Code § 8-22-20(f) after first applying the member contributions and premium tax proceeds not required to be retained in the closed trusts pursuant to W.Va. Code § 8-22-20(f)(2), and any other dedicated or designated income sources as authorized by law, to any such obligations; (ii) second, after providing for payment of first priority items, to satisfy the city's obligations to the Municipal Police Officers and Firefighters Retirement System for the new members hired after adoption of the

93 conservation method as provided by W.Va. Code §§ 8-22-20(f)(3) and 8-22a-1, et. seq.;
94 and (iii) third, at such time as the actuarial report required by W.Va. Code § 8-22-20(f)
95 indicates no actuarial deficiency in the closed municipal policemen's or firemen's pension
96 and relief funds, and after providing for payment of first and second priority items and
97 normal costs as contemplated by W.Va. Code § 8-22-20(f)(4), any remaining and
98 unencumbered revenues may be transferred as necessary or convenient to the city's
99 general revenue account; *Provided*: nothing herein shall preclude transfers from the
100 Uniform Pensions Reserve Fund into the city's general revenue account or any other fund
101 or account from time to time in such amounts as may be necessary or convenient to
102 facilitate the payment of obligations or to accomplish the purposes herein, so long as
103 consistent with the priorities set forth in this subsection.

104 ~~—— (d) Notwithstanding any other provision of this section to the contrary, revenues~~
105 ~~deposited into the Uniform Pensions Reserve Fund may be pledged, as a priority over~~
106 ~~any other uses of such revenues set forth in subsection (c) of this section, as security for~~
107 ~~any bonds issued by, or other obligations incurred by, the city, from time to time, including~~
108 ~~any refunding bonds, to finance improvements to the Charleston Coliseum and~~
109 ~~Convention Center, and/or to make lease payments which secure bonds issued to finance~~
110 ~~improvements to the Charleston Coliseum and Convention Center. In the event there are~~
111 ~~insufficient funds available in the City Sales and Use Tax Fund to satisfy scheduled debt~~
112 ~~service obligations on any bond indebtedness, or other obligations, issued or incurred by~~
113 ~~the city pursuant to this section, the city treasurer shall transfer the amount of such~~
114 ~~insufficiency from the Uniform Pensions Reserve Fund to the City Sales and Use Tax~~
115 ~~Fund to permit the city to meet such scheduled debt service obligations. In the event the~~
116 ~~city treasurer is required to make such a transfer from the Uniform Pensions Reserve~~
117 ~~Fund to the City Sales and Use Tax Fund, such amounts so transferred shall be repaid~~
118 ~~to the Uniform Pensions Reserve Fund as soon as possible from revenues deposited in~~
119 ~~the City Sales and Use Tax Fund available therefore, from time to time, after satisfaction~~
120 ~~of succeeding scheduled debt service obligations payable from the City Sales and Use~~
121 ~~Tax Fund.~~