

CHARLESTON CITY COUNCIL

Regular Meeting

September 7, 2021

at 7:00 PM



THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA

<https://charlestonwv.civicclerk.com/web/home.aspx>

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

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 9-7-2021

PROCLAMATIONS

1. 9-7-2021

COMMUNICATIONS

1. 9-7-2021

PUBLIC HEARINGS

1. Bill No. 7923 as Amended - A BILL to amend the Municipal Code of the City of Charleston by adding thereto a new Article relating to creating the City Center Business Improvement District; creating the City Center BID Fund; generally stating the intention of the City to increase services within the district with the fees collected; summarizing the proposed services to be provided within the district and a reasonable estimate of the attendant cost; describing the boundaries of the district; and stating requirements for continuation or dissolution of the City Center Business Improvement District.

REPORTS OF STANDING COMMITTEES

ORDINANCE AND RULES

1. Resolution No. 529-21 Committee Substitute - Amending Rules No. 3 and No. 13 of the Rules of Council to require that appointment recommendations from the Mayor to City Council be filed with the clerk by 12:00 noon on Friday immediately preceding the day of the meeting considering the recommendation; and that each recommendation be made individually and voted on individually

PLANNING, STREETS AND TRAFFIC

1. Bill No. 7917 – A Bill amending the Zoning Ordinance of the City of Charleston by rezoning from a R-4 Single Family Residential District to a R-6 Medium Density Residential District, that certain parcel of land located at 808 Hendrix Avenue.
2. Bill No. 7918 – A Bill amending the Zoning Ordinance of the City of Charleston by rezoning from the R-6: Medium Density Residential to the R-4: Single Family Residential zoning district three district areas within and adjacent to the Woodbridge Subdivision.
3. Bill No. 7920 – A BILL to amend the Municipal Code of the City of Charleston relating to prohibiting parking in a turnaround, cul-de-sac, or similar portion of a street.
4. Bill No. 7921 – A Bill to repeal Ordinance 7301, which created a No Parking Anytime Tow-Away Zone on Hunters Ridge Road from a point 150 feet north of Buckhorn Road to a point 150 Feet south of Buckhorn Road and amending the Traffic Control Map and Traffic Control File.
5. Bill No. 7922 – A Bill to establish a no parking zone from 7:00am – 7:00pm on the westerly side of Bream Street from the intersection of Bream Street and 7th Street to a point 165 feet south to alley way and amending the Traffic Control Map and Traffic Control File.
6. Bill No. 7923 as Amended – A BILL to amend the Municipal Code of the City of Charleston by adding thereto a new Article relating to creating the City Center Business Improvement District; creating the City Center BID Fund; generally stating the intention of the City to increase services within the district with the fees collected; summarizing the proposed services to be provided within the district and a reasonable estimate of the attendant cost; describing the boundaries of the district; and stating requirements for continuation or dissolution of the City Center Business Improvement District.
7. Resolution No. 518-21 - Authorizing the City Manager or the Parking System Director to enter into a five-year parking lease agreement with the Supreme Court of Appeals of West Virginia for certain parking spaces located along Venable Avenue and California Avenue.

FINANCE

1. Resolution No. 530-21 - Authorizing the Mayor or City Manager to submit an application under the Kanawha County Public Safety Grant Program for funds to be used by the Charleston Police Department to purchase two pole cameras for criminal investigation purposes in high crime areas around the city.
2. Resolution No. 531-21 - Authorizing the Mayor or City Manager to enter into a contract with Tempo Construction LLC to construct a new city park located at the corner of Beatrice Street and Washington Street, West.
3. Resolution No. 532-21 - Authorizing approval of Amendment No. 2 of the FY 2021—2022 General Fund Budget.
4. Resolution No. 533-21 - Authorizing the Mayor or City Manager to enter into a contract with Pickering Associates, Inc. to provide engineering services for HVAC renovations for the Martin Luther King, Jr. Community Center and the North Charleston Community Center.
5. Resolution No. 534-21 - Authorizing the Mayor or City Manager to purchase vehicles to be used by the Charleston Police Department.

REPORTS OF OFFICERS

1. 9-7-2021
2. Green Team update- Patti Hamilton

NEW BILLS

1. 9-7-2021

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE AGENDA WAS AMENDED 9-7-2021

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



AFFIDAVIT
City of Charleston



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

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority, Terry Bartley Claimant, who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 2629 Daniel Boone Pkwy, Apt. 2, Foster, WV 25081

Telephone Number: 304-544-1560

and that on the 22nd day of August, 2020/2021 at approximately 1 am in the City of Charleston, West Virginia, he sustained

Damage to my vehicle when parked from a city vehicle

Nature Of Injury And/Or Damage

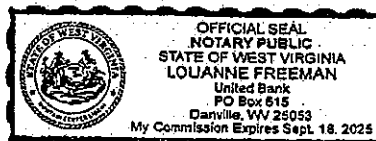
As A Result Of: He is seeking for a claim to be made on the city's insurance and to be connected with that organization so that they damages may be repaired

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

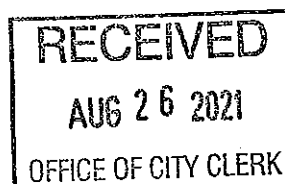
Terry Bartley
Signature of Claimant

Taken, subscribed and sworn to before me this 23 day of August, 2021.
My commission expires Sept. 18, 2025.

Louanne Freeman
Notary Public



Names and Addresses of Witnesses to Accident:





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, Hayden Shaw on behalf of Carlos Nichols, employee of Pugh Furniture Co, insured of Markel Corporation s/o Praxis Consulting, Claimant, who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 333 E. Main Street. Muncie, IN., 47305

Telephone Number: 765-216-0638

and that on the 06 day of July, 2020/2021 at approximately 10:30 am pm in the City of Charleston, West Virginia, he/she sustained

Strain to the lower back, contusions to lower back and pelvis

Nature Of Injury And/Or Damage

As A Result Of:

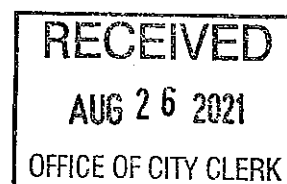
While carrying furniture for a delivery at 3 Players Club Drive in Charleston, WV., Nichols fell through an unsecured city manhole and sustained injury to their lower back and pelvis.

As a result of which accident, the **Claimant**, Hayden Shaw, on behalf of Markel Corp., s/o Praxis Consulting, 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 of Claimant

Taken, subscribed and sworn to before me this _____ day of _____, 2021.
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,

ROBERT F. HEDSON / CHESTY LLC, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 528 PRICE ST, CHARLESTON, WV, 25302

Telephone Number: 304.546.8404

and that on the 16 day of JUNE, 2020/2021 at approximately 11 am/pm
in the City of Charleston, West Virginia, he/she sustained

TREE DAMAGE TO HOUSE

Nature Of Injury And/Or Damage

As A Result Of:

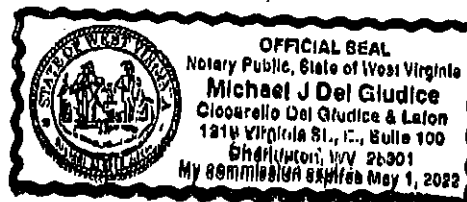
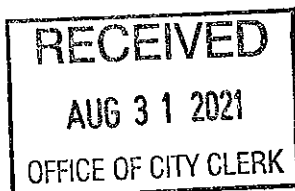
TREE FALLING ON PROPERTY DAMAGING
PRICE, HURC HOTT, GUTTERS, ROOF

As a result of which accident, the Claimant, ROBERT F. HEDSON / CHESTY LLC 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 31st day of August, 2021.
My commission expires _____

[Signature]
Notary Public





Charleston Sanitary Board



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,

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

That this affiant resides at: 505 44TH ST SE CHARLESTON WV 25304
Telephone Number: 304.989.3083

and that on the 28th day of May, 2020(2021), at approximately 4pm am/pm
in the City of Charleston, West Virginia, he/she sustained

PERSONAL PROPERTY DAMAGE

Nature Of Injury And/Or Damage

As A Result Of:

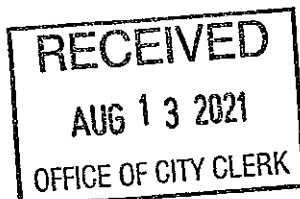
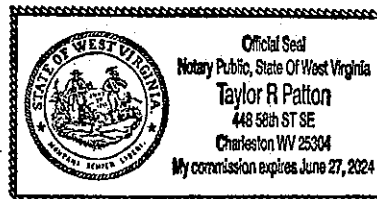
BASEMENT FLOODING FROM A BLOCKED CITY SEWER MAIN AFTER A HEAVY RAIN EVENT

As a result of which accident the Claimant, ZARA K. TELUSKO, 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 12th day of August, 2021.
My commission expires June 27, 2024

Taylor R Patton
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,

Angela G Turkelson, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 304 Delray Drive, St Albans, WV 25177

Telephone Number: 304-545-0293

and that on the 13 day of August, 2020/2021 at approximately 4-6 am/pm)
in the City of Charleston, West Virginia, he/she sustained

vehicle damage - windshield - to her Toyota
Kar 4 during live at the heree
Nature Of Injury And/Or Damage

As A Result Of:

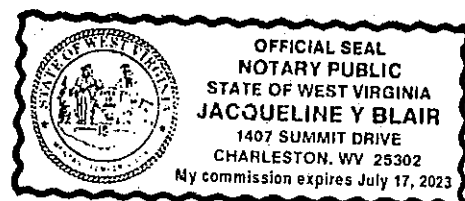
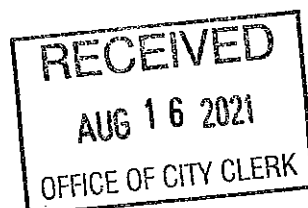
vendor tent blowing into vehicle
during storm

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

Angela G Turkelson
Signature of Claimant

Taken, subscribed and sworn to before me this 16th day of August, 2021.
My commission expires July 17, 2023.

Jacqueline Y Blair
Notary Public



**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

WHEREAS: Hunger and poverty are issues of vital concern in West Virginia where over 14% of people struggle with hunger and one in every five children do not know where their next meal will come from; and

WHEREAS: Charleston is committed to working with Mountaineer Food Bank, a member of the Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS: More than 250,000 individuals in West Virginia rely on food provided by the members of the Mountaineer Food Bank and Facing Hunger Foodbank annually; and

WHEREAS: The coronavirus pandemic has had devastating health and economic impacts across the country, and it is projected that 71,686 more people could face hunger in West Virginia in the wake of the pandemic this year; and

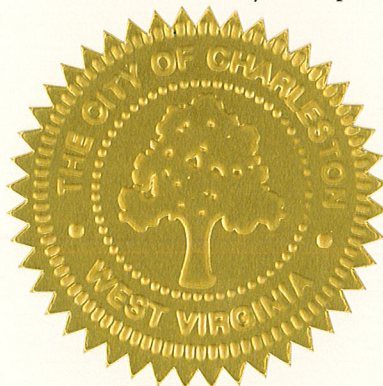
WHEREAS: The month of September has been designated “Hunger Action Month” in order to bring attention to food insecurity in our communities and to engage the public in action – including volunteer shifts, social media shares, and donations – to end hunger one helping at a time.

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby proclaim September 2021, as

HUNGER ACTION MONTH

in Charleston, West Virginia and encourage citizens to recognize food insecurity in our communities and to engage the public in action – including volunteer shifts, social media shares, and donations – to end hunger one helping at a time.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 7th day of September 2021.



A handwritten signature in blue ink, reading "Amy Shuler Goodwin".

Amy Shuler Goodwin, Mayor

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** Charleston is home to people of all backgrounds—including those who were not born here but now call it home. Welcoming Week brings neighbors together across lines of difference to build relationships and work together on shared goals; and
- WHEREAS:** Engaged community members—both long-time and new—bring innovative ideas to the table, start businesses, serve in civic roles, work in critical industries, and contribute to the vibrant diversity we value in our City; and
- WHEREAS:** Our community must strive to create a culture of inclusiveness, which includes addressing disparities, understanding history and countering hate. It is time to come together and build communities where every resident can thrive and contribute; and
- WHEREAS:** By fostering a welcoming environment for all immigrants, races, ethnicities, incomes, gender identities, sexual orientations, differing abilities, ages, and other factors, we enhance the health, economic prosperity, and well-being of our City and State for current and future generations; and
- WHEREAS:** The City of Charleston is committed to ensuring residents and visitors feel like they are seen, embraced, welcomed, and included in our community.

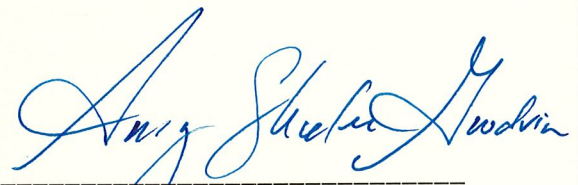
NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby proclaim September 10-19, 2021, as

WELCOMING WEEK

in Charleston, West Virginia and urge all citizens to come together in the spirit of unity across differences—belonging begins with us.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 7th day of September 2021.





Amy Shuler Goodwin, Mayor



TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: CHARLESTON LAND REUSE AGENCY

DATE: SEPTEMBER 7, 2021



I recommend Councilman John Kennedy Bailey be appointed to the Charleston Land Reuse Agency. Councilman Bailey is filling the vacant seat previously held by Councilman Will Laird. Councilman Bailey's term will expire at the end of his Council term.

I respectfully request City Council's approval of this recommendation.

ASG/mls



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: MUNICIPAL PLANNING COMMISSION

DATE: SEPTEMBER 7, 2021



I recommend Aric Margolis, Adam Krason, Shawn Taylor and Lisa Fischer-Casto be reappointed to the Municipal Planning Commission. Aric Margolis's term will expire July 1, 2025. Adam Krason's term will expire July 1, 2022. Shawn Taylor's term will expire July 1, 2023. Lisa Fischer-Casto's term will expire July 1, 2024.

In addition, I recommend Corey Stout, Shannon Ferri and Justin Marlow be appointed to the Municipal Planning Commission. Corey Stout is filling a vacant seat and her term will expire July 1, 2022. Shannon Ferri is filling the seat previously held by Teresa Moore and his term will expire July 1, 2024. Justin Marlow is filling the seat previously held by Braxton Broady and his term will expire July 1, 2024.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: SPRING HILL CEMETERY PARK COMMISSION

DATE: SEPTEMBER 7, 2021

I recommend Angus Peyton be reappointed to the Spring Hill Cemetery Park Commission. Mr. Peyton's term will expire April 6, 2026.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: CHARLESTON BUILDING COMMISSION

DATE: SEPTEMBER 7, 2021



I recommend Jack Rossi be reappointed to the Charleston Building Commission. Mr. Rossi's term will expire July 20, 2025.

I respectfully request City Council's approval of this recommendation.

ASG/mls



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

A handwritten signature in blue ink, appearing to be "ASG", is written over the name "AMY SHULER GOODWIN".

RE: CENTRAL WV REGIONAL AIRPORT AUTHORITY

DATE: SEPTEMBER 7, 2021

I recommend Norman Shumate III be reappointed to the Central WV Regional Airport Authority. Mr. Shumate's term will expire June 30, 2023.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN 
MAYOR

RE: BOARD OF ZONING APPEALS

DATE: SEPTEMBER 7, 2021

I recommend Mary Jo Cleland be reappointed to the Board of Zoning Appeals. Ms. Cleland's term will expire January 1, 2022.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

A handwritten signature in blue ink, appearing to be "ASG", is written over the "FROM" line of the memo.

RE: SELECT COMMITTEE ON INSURANCE AGENT RELATIONS

DATE: SEPTEMBER 7, 2021

Councilwoman Becky Ceperley is appointed to the Select Committee on Insurance Agent Relations. Councilwoman Ceperley will take the place of former Councilman Will Laird.

ASG/mls



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: MUNICIPAL PLANNING COMMISSION

DATE: SEPTEMBER 7, 2021

I recommend Terri Allen, City of Charleston – Parking System Director, be appointed as the Administration’s representative to the Municipal Planning Commission.

I respectfully request City Council’s approval of this recommendation.

ASG/mls

Committee Substitute for Resolution No. 529-21 :

Introduced in Council:

August 16, 2021

Introduced by:

Adam Knauff

Adopted by Council:

Referred to:

Ordinance and Rules

Committee Substitute for Resolution No. 529-21 : Amending Rules No. 3 and No. 13 of the Rules of Council to require that appointment recommendations from the Mayor to City Council be filed with the clerk by 12:00 noon on Friday immediately preceding the day of the meeting considering the recommendation; ~~and that each recommendation be made individually and voted on individually; and that each recommendation state whether the person has a familial relationship with the Mayor, any Member of Council, and any member of the Mayor's Administration.~~

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

That Rules No. 3 and No. 13 of the Rules of Council be amended, all to read as follows:

Rule No. 3. - Filing of papers to be introduced at city council meetings, and action thereon by clerk of council.

In order to promote the orderly conduct of the business of the city council and the timely preparation of an accurate agenda, the following rules are hereby established:

(a) All bills, resolutions, petitions, committee reports, communications, ~~appointments~~, and other documents for consideration by the city council must be filed in the office of the clerk of the council not later than 12:00 noon on Friday immediately preceding the day of the meeting at which it is intended they be considered; provided that this restriction shall not apply to the mayor or the mayor's designated deputy; ~~provided, however, that any written mayoral recommendation or communication for the appointment of any individual to a position, board, or seat that requires the consent of Council may not contain more than one individual appointee and shall be filed by 12:00 noon on Friday immediately preceding the day of the meeting and such recommendation or communication shall include a statement disclosing any familial relationships the recommended appointee has to the Mayor, any Member of Council, and any member of the Mayor's Administration. For the purposes of this rule, "Mayor's Administration" means any employee of the City of Charleston who holds a position of influence, including but not limited to the City Manager, City Solicitor, Department Directors, or assistants to the Mayor.~~

1 (b) Nothing herein shall be construed to prohibit any member of the city council,
2 at the proper order of business, from introducing or submitting any bill, resolution,
3 petition, committee report or communication during any regular meeting.

4 (c) The clerk of the council shall assign a serial number to each bill and
5 resolution introduced and shall have authority to edit and correct them as to form.

6 (d) No bill or resolution shall be filed with the clerk of the council or introduced
7 from the floor unless it bears the signature of at least one member of the city council as
8 sponsor. Any member of the city council, for this purpose, may verbally authorize the
9 clerk of the council or any of the clerk's deputies to sign the member's name thereto.

10
11 **Rule No. 13. - Call for a division of a question.**
12

13 Any member of the city council may call for a division of any question before a
14 vote is taken thereon if it comprehends propositions in substance so distinct that, if one
15 proposition be taken away, another substantive proposition remains for decision by the
16 city council; but a member of the city council calling for a division of a question shall
17 state in what manner the question shall be divided. Notwithstanding the foregoing,
18 every vote regarding the appointment of a person to any position, board, or seat shall
19 be taken individually, identifying each proposed appointment for its own separate vote,
20 and under no circumstances may multiple proposed appointments be combined for a
21 single vote.

Bill No. 7917

Passed by Council:

Introduced in Council

August 2, 2021

Introduced by:

Bobby Haas

Referred to:

Municipal Planning Commission
Planning, Streets and Traffic

Bill No. 7917 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from a R-4 Single Family Residential District to a R-6 Medium Density Residential District, that certain parcel of land located at 808 Hendrix Avenue being Charleston West District, Map 10, Parcel 117, Charleston, West Virginia.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from a R-4 Single Family Residential District to a R-6 Medium Density Residential District whole of the following described parcels of land:

Parcel No. 117 as shown upon West Charleston Tax Map No. 10. Subject Parcel commonly known as 808 Hendrix Avenue, Charleston, West Virginia. Said tax map is of record in the Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 29 of this ordinance.

3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.



Exhibit
- A

Bill No. 7918

Introduced in Council

Passed by Council

August 2, 2021

Introduced by

Referred to

Shannon Snodgrass

**Municipal Planning Commission
Planning, Streets, and Traffic**

Bill No. 7918 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from the R-6: Medium Density Residential to the R-4: Single Family Residential zoning district three district areas within and adjacent to the Woodbridge Subdivision, as shown on the attached maps included as Exhibits A, B, & C, Charleston, West Virginia.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from R-6: Medium Density Residential to the R-4: Single Family Residential whole of the following described parcels of land:

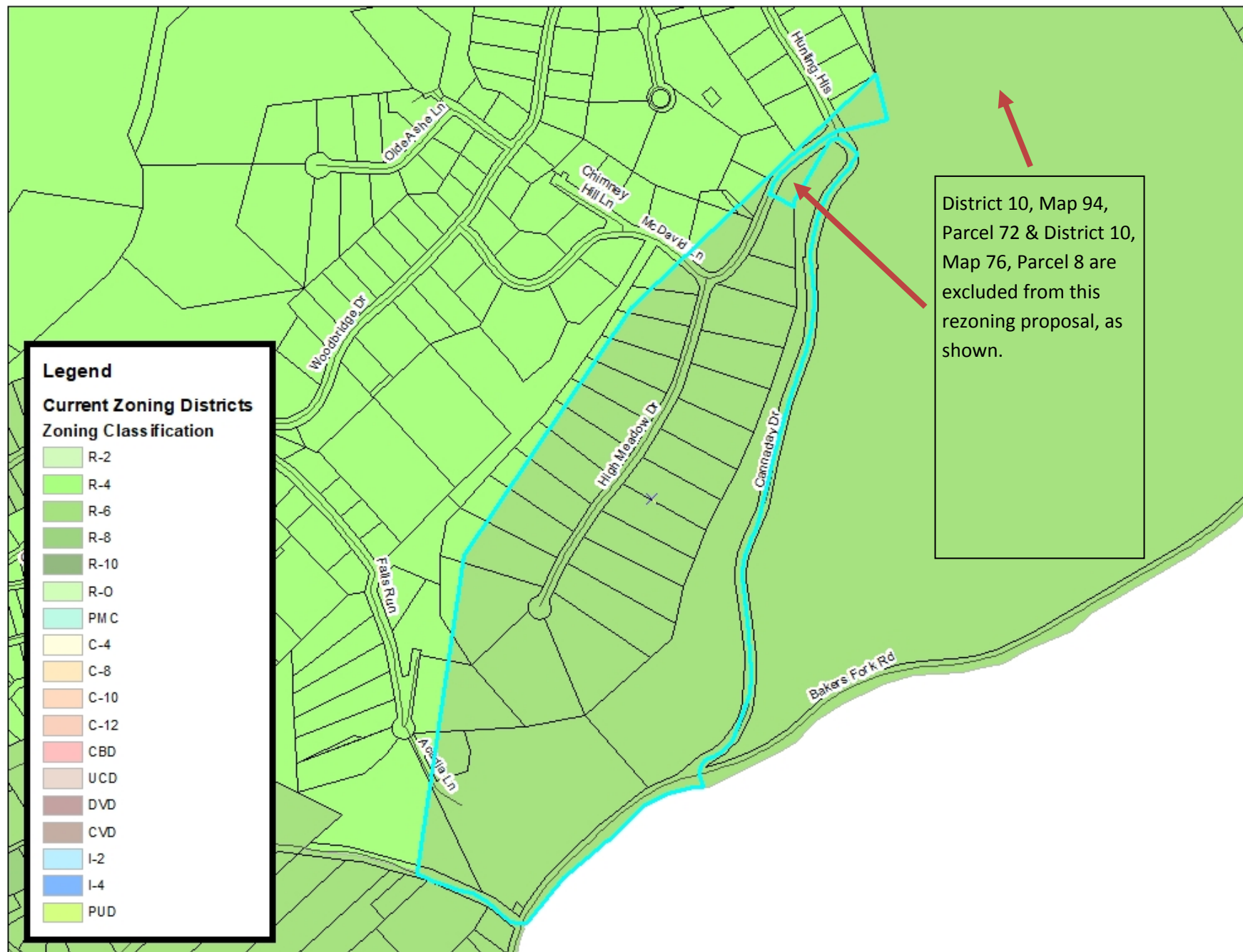
Those certain zoning district areas being within and adjacent to the Woodbridge Subdivision, as shown on the attached map included as Exhibits A, B, & C, Charleston, West Virginia.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 29 of this ordinance.

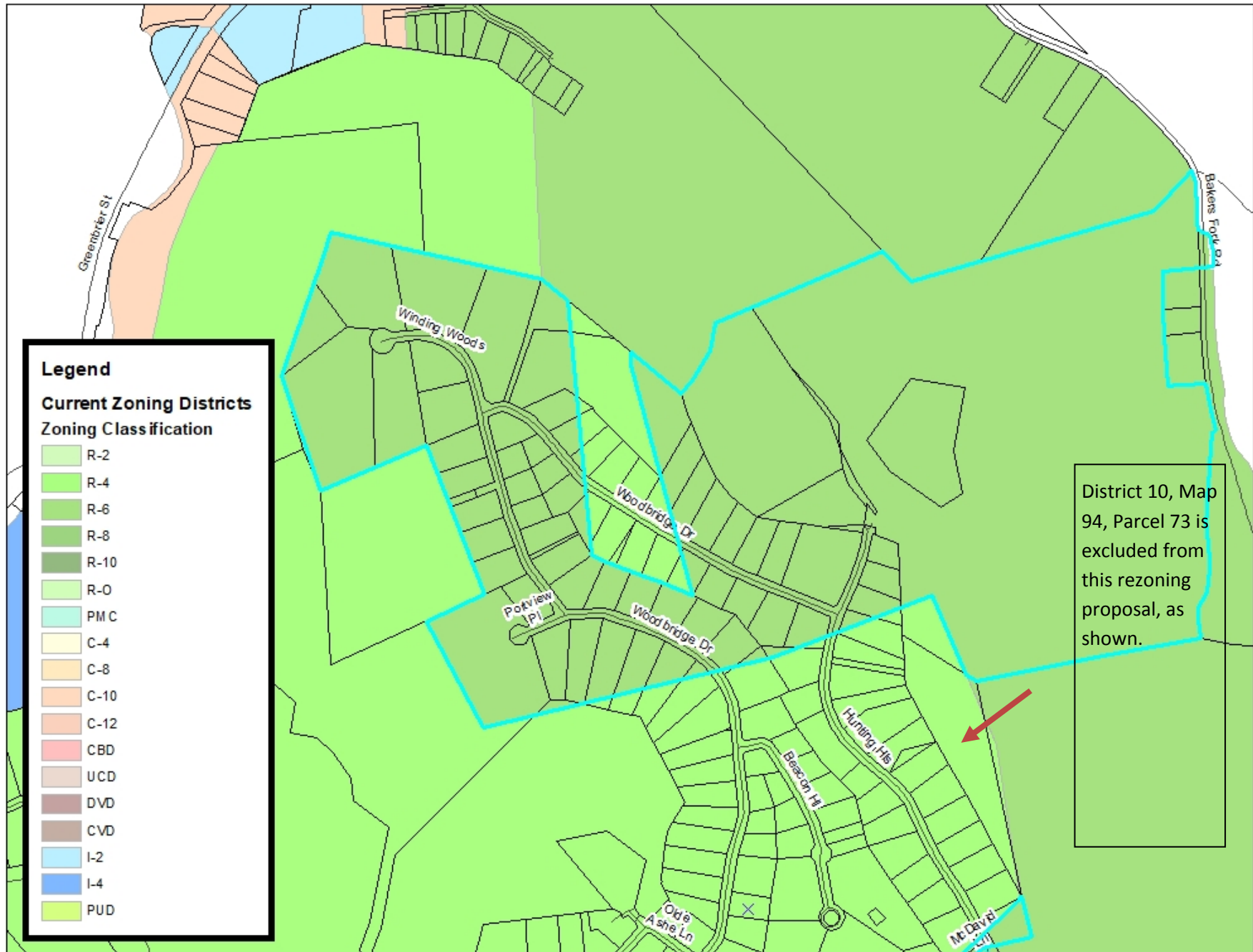
3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.



Ex
hib
it -
A



Ex hib it - B



Ex hib it – C

Bill No. 7920

Introduced in Council:

August 3, 2021

Introduced by:

Chad Robinson

Adopted by Council:

Referred to:

Planning/Streets & Traffic

Bill No. 7920 - A BILL to amend and reenact Section 114-559 of the Municipal Code of the City of Charleston, as amended, relating to prohibiting parking in a turnaround, cul-de-sac, or similar portion of a street.

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

That Section 114-559 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

ARTICLE VII. STOPPING, STANDING AND PARKING.

Section 114-559. Stopping, standing or parking prohibited in specified places.

(a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or official traffic control device, in any of the following places:

(1) On a sidewalk.

(2) In front of a public or private driveway.

(3) Within an intersection or within 30 feet of an intersection.

(4) Within 15 feet of a fire hydrant.

(5) On a crosswalk, or within ten feet of a crosswalk not at an intersection.

(6) Within 20 feet of a crosswalk at an intersection.

(7) Within 30 feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway.

(8) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone unless a different length is indicated by signs or markings.

(9) Within 50 feet of the nearest rail of a railroad crossing.

(10) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly signposted).

(11) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.

(12) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.

(13) Upon any bridge or other elevated structure upon a highway or within a

36 highway tunnel.

37 (14) At any place where official traffic control signs prohibit stopping.

38 (15) Within 20 feet of any mail receptacle served regularly by a carrier using a
39 motor vehicle for daily deliveries, if such parking interferes with or causes delay in the
40 carrier's schedule.

41 (16) Upon any controlled-access highway.

42 (17) At any place on any highway where the safety and convenience of the
43 traveling public is endangered.

44 (18) In front of the entrance to any school, hospital, church, hotel, theater,
45 assembly hall or place of amusement.

46 (19) In a turnaround, including but not limited to Hammerheads, 3-point sides,
47 cul-de-sacs, and 3-point wyes.

48 (b) No person shall move a vehicle not lawfully under ~~his~~ their control into any
49 such prohibited area or away from a curb such distance as is unlawful.

50

51

1 **Bill No. 7921**

2 Passed by Council:

3 Introduced in Council

4 **August 2, 2021**

5 Introduced by:

Referred to:

6 **Brady Campbell**

Planning, Streets and Traffic

7
8
9 **Bill No. 7921** - A Bill to repeal Ordinance 7301, which created a No Parking Anytime
10 Tow-Away Zone on Hunters Ridge Road from a point 150 feet north of Buckhorn Road
11 to a point 150 Feet south of Buckhorn Road and amending the Traffic Control Map and
12 Traffic Control File, established by the code of the City of Charleston, West Virginia, two
13 thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4,
14 Chapter 114, to conform therewith.

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

16 Section 1. A Bill to repeal Ordinance 7301, which created a No Parking Anytime Tow-
17 Away Zone on Hunters Ridge Road from a point 150 feet north of Buckhorn Road to a
18 point 150 Feet south of Buckhorn Road

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

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

1 **Bill No. 7922**

2 Passed by Council:

3 Introduced in Council

4 **August 2, 2021**

5 Introduced by:

Referred to:

6 **Larry Moore**

Planning, Streets and Traffic

7
8 **Bill No. 7922** - A Bill to establish a no parking zone from 7:00am – 7:00pm on the
9 westerly side of Bream Street from the intersection of Bream Street and 7th Street to a
10 point 165 feet south to alley way and amending the Traffic Control Map and Traffic
11 Control File, established by the code of the City of Charleston, West Virginia, two
12 thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4,
13 Chapter 114, to conform therewith.

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

15 Section 1. A Bill to establish a no parking zone from 7:00am – 7:00pm on the westerly
16 side of Bream Street from the intersection of Bream Street and 7th Street to a point 165
17 feet south to alley way

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

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



Bill No. 7923 as Amended

Introduced in Council:

August 16, 2021

Adopted by Council:

Introduced by:

Becky Ceperley and Brent Burton

Referred to:

Planning/Streets & Traffic

Bill No. 7923 as Amended - A BILL to amend the Municipal Code of the City of Charleston, as amended, by adding thereto a new Article consisting of sections 2-711, 2-712, 2-713, 2-714, 2-715, and 2-716, all relating to creating the City Center Business Improvement District; detailing the terms, method of appointment, and powers and duties of the district boardmembers; creating the City Center BID Fund; stating the maximum rate of any annual fees that may be imposed upon the commercial properties in the district and the manner in which the rate will be imposed; generally stating the intention of the City to increase services within the district with the fees collected; summarizing the proposed services to be provided within the district and a reasonable estimate of the attendant cost; describing the boundaries of the district; and stating requirements for continuation or dissolution of the City Center BID.

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

That the Municipal Code of the City of Charleston, as amended, is amended by adding thereto a new Article, consisting of sections 2-711, 2-712, 2-713, 2-714, 2-715, and 2-716 all to read as follows:

ARTICLE VII. – BOARDS, COMMITTEES AND COMMISSIONS.

DIVISION 11. – CITY CENTER BUSINESS IMPROVEMENT DISTRICT.

Sec. 2-711. – Creation of the City Center Business Improvement District.

Pursuant to West Virginia Code Chapter 8, Article 13A, a group of owners of commercial property in the City of Charleston submitted a Petition to initiate a Business Improvement District to the City Clerk. Following the appointment of a district planning committee by City Council, members of the committee timely submitted a written report to City Council requesting the creation of the City Center Business Improvement District. The written report is titled City Center Business Improvement District FY2021 BID Work Plan and Budget.

The City Council of the City of Charleston, having held a public hearing on the matter, hereby determines that it is advisable and in the public interest to establish the City Center Business Improvement District. Accordingly, upon the adoption of this ordinance, the City Center Business Improvement District, which is sometimes referred

to as the City Center BID, is created.

Sec. 2-712. – Board Members Terms, Appointment, Powers, and Duties.

(a) The City Center BID Board shall consist of seven members, appointed by the Mayor with the approval of City Council. The initial appointments shall be staggered such that two members are appointed for 5-year terms, one member is appointed for a 4-year term, two members are appointed for 3-year terms, one member is appointed for a 2-year term, and one member is appointed for a 1-year term. After the initial appointments, all subsequent appointments shall be for terms of 5 years. At all times, a majority of City Center BID Board members shall be owners of commercial property situated within the boundaries of the City Center BID. Members of the Board may not receive compensation, either directly or indirectly, for service on the Board.

(b) The City Center BID Board shall have the following powers and duties:

(1) Oversee the operations of the City Center BID;

(2) Adopt bylaws to govern the procedures of the City Center BID;

(3) Adopt an annual budget;

(4) To prepare spending requests to be submitted to the City Manager, or his or her designee, who shall act as the fiscal agent for the City Center BID;

(5) Calculate and provide to the City Collector the annual amount due by each commercial property owner within the City Center BID within 30 days of the adoption of this ordinance and by ~~July 1~~ May 15 of each subsequent year;

(6) Coordinate and plan the Clean and Safe line of business within the City Center BID;

(7) Coordinate and plan the Entertainment and Recreation line of business for the City Center BID;

(8) Coordinate and plan the Beautification and Image line of business within the City Center BID;

(9) Collaborate on efforts for the City Center BID with the City of Charleston and other community partners; and

(10) Submit an annual report on or before May 15, 2022, and by May 15 each year thereafter to City Council that includes, at a minimum, the following:

(A) An itemized statement of its receipts and disbursements for the preceding fiscal year;

(B) A description of its activities for the preceding fiscal year;

(C) A recommended program of services to be performed or provided within the district for the coming fiscal year; and

(D) A proposed budget to accomplish its objectives.

(c) Meetings of the City Center BID Board are subject to the West Virginia Open Governmental Proceedings Act, West Virginia Code Chapter 6, Article 9A. Members of the City Center BID are subject to the West Virginia Governmental Ethics Act, West Virginia Code Chapter 6B.

Sec. 2-713. – Creation of Fund; Rate and Manner of Fees.

82
83 (a) There is hereby created a special revenue fund within the city treasury to be
84 known as the City Center BID Fund, along with any subaccounts deemed necessary by
85 the district board.

86
87 (b) The City Center Business Improvement District FY2021 BID Work Plan and
88 Budget sets the rate of annual fees for the City Center BID on each private for-profit
89 property owner at the equation of (total land lot size square footage x .075) + (total
90 building square footage x .03325). The maximum rate of any annual fees that may be
91 imposed upon a single commercial property in the City Center BID, as calculated by the
92 aforementioned formula, will be \$25,000 annually. It is anticipated that cumulative
93 revenue from the initial annual fee will be \$100,000.

94
95 (c) The fees assessed by the City Center BID upon the property owners shall be
96 collected through the City of Charleston's City Collector in conjunction with the
97 assessment, notice, billing, and collection process for the City's fire service fee on a
98 monthly basis. If this collection is impractical, the City Collector may send out a
99 separate bill, under separate cover, that clearly states it is assessing fees for the City
100 Center BID. All funds collected from the fees shall be placed in the City Center BID
101 Fund created by this section. The City Center BID Fund may also receive other
102 voluntary contributions.

103
104 **Sec. 2-714. – Services within the City Center Business Improvement District.**

105
106 (a) All revenues generated from assessments for the City Center Business
107 Improvement District shall be used to maintain, enhance, promote, market and
108 otherwise increase services to the City Center Business Improvement District and may
109 not be used to reduce, replace, or supplant existing funds or services. In particular, the
110 increased services provided within the City Center Business Improvement District may
111 include, but are not limited to, the following:

112 (1) Beautification of the district, by means such as landscaping and construction
113 and erection of fountains, shelters, benches, sculptures, signs, lighting, decorations and
114 similar amenities;

115 (2) Provision of special or additional public services, such as sanitation, security
116 for persons and property and the construction and maintenance of public facilities
117 including sidewalks and other public areas;

118 (3) Making principal or interest payments on bonds issued by the municipality for
119 public improvements located within and designated to improve the economic viability of
120 the district;

121 (4) Providing financial support for public transportation and vehicle parking
122 facilities open to the general public;

123 (5) Constructing, operating and maintaining parking facilities;

124 (6) Developing plans for the general architectural design of public areas and
125 developing plans and programs for the future development of the district;

126 (7) Developing, promoting and supporting community events and activities open
127 to the general public;

_____ (8) Providing the administrative costs for a district management program; and
_____ (9) Providing any other services which the municipality or district board is
authorized to perform and which the municipality does not also perform to the same
extent on a municipality-wide basis.

_____ (b) At the outset of the City Center BID, the board is focused on three lines of
business with the following proposed services and reasonable estimate of cost:

_____ (1) Clean and Safe: by spending \$60,000 on an ambassador/safety/cleaning
program and \$5,000 on materials and supplies;

_____ (2) Beautification and Image: by spending \$15,000 on conceptual master
planning, \$10,000 on greenery, \$20,000 on master plan implementation, and \$10,000
on marketing/branding; and

_____ (3) Entertainment and Recreation: by spending \$5,000 on Slack Plaza
equipment and \$10,000 on Slack Plaza public art/lighting.

_____ Other expected initial funds are for project management services or unallocated.

Sec. 2-715. – Description of boundaries of the City Center Business Improvement District.

_____ The City Center Business Improvement District boundary is shown in Appendix A
to the City Center Business Improvement District FY2021 BID Work Plan and Budget,
currently consisting of thirty-seven commercial properties that are owned by taxable
entities.

_____ The City Center Business Improvement District boundary is further described as
follows: Beginning at the intersection of the Virginia Street and Court Street centerlines;
Thence following said centerline of Court Street northeasterly to the intersection of the
Court Street and Washington Street, East centerlines; Thence southeasterly along the
centerline of Washington Street, East to a point perpendicular with the southerly side of
the Summers Street right-of-way; Thence southwesterly along the Summers Street
right-of-way to the northern most corner of land owned by SNIVLAC LLC (Deed Book
2396, Page 672 and known in Kanawha County as District 11, Map 9, Parcel 84);
Thence with said property line southeasterly to the eastern most corner of said land;
Thence continuing southwesterly with said property line to a point extending to the
centerline of Lee Street, East; Thence northwesterly along the Lee Street, East,
centerline to point perpendicular with the westerly most property line of land owned by
REALCO LLC (Deed Book 2446, Page 949 and known in Kanawha County as District
11, Map 8, Parcel 45); Thence with said property line southwesterly across an unnamed
alley to a point perpendicular with land owned by CARLISLE DEVELOPMENT
COMPANY LLC (Deed Book 3051, Page 317 and known in Kanawha County as District
11, Map 8, Parcels 44 and 43); Thence with said property line southeasterly to the
western most corner of said land; Thence along said property line southwesterly and
continuing across the Brawley Walkway right-of-way to a point on the division line
between two parcels of land owned by DUPONT HOTEL LLC (Deed Book 3051, Page
178 and known in Kanawha County as District 11, Map 8, Parcel 41) and the CITY OF
CHARLESTON (Court Order Book 94, Page 968 also recorded at Deed Book 2365,

Page 743 and known in Kanawha County as District 11, map 8, Parcel 42); Thence southeasterly along the Brawley Walkway right-of-way to a point on the northerly side on an unnamed alley; Thence southwesterly along said right-of-way to a point on the division line between two parcels of land owned by the CITY OF CHARLESTON/CHARLESTON URBAN RENEWAL AUTHORITY (Court Order Book 94, Page 968 also recorded at Deed Book 2365, Page 743 AND partial conveyance recorded at Deed Book 2397, Page 249 and known in Kanawha County as District 11, Map 9, Parcel 38) and 209 CAPITOL LLC (Deed Book 2713, Page 205 and known in Kanawha County as District 11, Map 8, Parcel 63); Thence continuing southwesterly along the property line of land owned by the CITY OF CHARLESTON/CHARLESTON URBAN RENEWAL AUTHORITY (Court Order Book 94, Page 968 also recorded at Deed Book 2365, Page 743 AND partial conveyance recorded at Deed Book 2397, Page 249 and known in Kanawha County as District 11, Map 9, Parcel 38) and continuing across the Quarrier Street right-of-way to a point on the land owned by the KANAWHA COUNTY PUBLIC LIBRARY (Deed Book 1415, Page 517 and known in Kanawha County as District 11, Map 7, Parcel 28); Thence southeasterly along said property to the intersection of the Quarrier Street and Capitol Street right-of-way; Thence continuing along said property lines for four calls to point at the intersection of the land owned by KANAWHA COUNTY PUBLIC LIBRARY (Deed Book 1415, Page 517 and known in Kanawha County as District 11, Map 7, Parcel 28) and the MIDWINTER INVESTMENT GROUP LLC (Deed Book 2575, Page 327 and known in Kanawha County as District 11, Map 7, Parcel 29); Thence southwesterly of said property line to a point at the centerline of the Virginia Street right-of-way; Thence northwesterly along said centerline to the point of the beginning, containing 27.37 acres more or less.

Sec. 2-716. – Continuation or Dissolution and Other Provisions.

(a) Pursuant to West Virginia Code § 8-13A-15(b), the City Center BID may not exist for a period beyond ten years unless it is reinstated pursuant to state code. In order for the City Center BID to be continued beyond July 1, 2031, the City Council shall adopt a bill amending this section of Code during calendar year 2031 that sets forth findings in the title of the bill declaring that the City Center BID has complied with all of the requirements and procedures set forth in this article and in West Virginia Code Chapter 8, Article 13A during the initial ten years of existence and therein amend this section to set a new deadline for reauthorization no further than ten years thereafter.

(b) Dissolution of the City Center BID, along with any other provisions not stated in this article, shall be governed by the provisions of West Virginia Code Chapter 8, Article 13A. Pursuant to West Virginia Code § 8-13A-15, upon dissolution of the City Center BID any amounts remaining in the City Center BID Fund shall be transferred to the General Maintenance Fund for the benefit of the area included within the City Center BID.

Resolution No. 518-21

Introduced in Council:

August 2, 2021

Introduced by:

Joseph Jenkins

Adopted by Council:

August 2, 2021

Referred to:

Finance and Planning, Streets and Traffic

1 Resolution No. 518-21 - Authorizing the City Manager or the Parking System Director to enter
2 into a five-year parking lease agreement with the Supreme Court of Appeals of West Virginia
3 for certain parking spaces located along Venable Avenue and California Avenue, where the
4 terms of such lease are attached hereto.

5

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

7 That the City Manager or the Parking System Director is authorized to enter into a five-year
8 parking lease agreement with the Supreme Court of Appeals of West Virginia for certain
9 parking spaces located along Venable Avenue and California Avenue, where the terms of such
10 lease are attached hereto.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this ____ day of _____, 2021, by and between THE CITY OF CHARLESTON, (the "Lessor"), party of the first part, and THE SUPREME COURT OF APPEALS OF WEST VIRGINIA, (the "Lessee"), party of the second part.

RECITALS

WHEREAS, the Lessor is a municipal subdivision of the State; and

WHEREAS, the Lessee is the Judicial Branch of State Government; and

WHEREAS, Lessor desires to lease unto the Lessee and Lessee desires to lease from Lessor certain Premises (hereinafter defined) for the purpose of Lessee using the Premises as a parking area; and

WHEREAS, W. Va. State Code § 8-12-18 permits municipalities to lease real property to the state or any agency or instrumentality thereof for a public purpose for an adequate consideration without considering the commercial or market value of the property; and

WHEREAS, Lessor has no specific need or necessary use for the Premises and Lessee requires the Premises for a public use.

NOW, THEREFORE, WITNESSETH that in consideration of the mutual promises contained herein, the mutual benefits to be derived hereby by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

- 1) Lessor does hereby GRANT, DEMISE and LEASE unto Lessee the exclusive rights to use those certain parking spaces located along Venable Avenue, Charleston, West Virginia 25304, to be referred to herein as the "Premises at Venable"; and
- 2) Lessor does hereby MODIFY and EXTEND the term of a previous lease granted unto the Lessee the exclusive rights to use those three certain parking spaces located along California Avenue, Charleston, West Virginia 25302, to be referred to herein as the "Premises at California." The original lease of these Premises at California commenced on the 1st day of February 2017, to expire at midnight on the 31st day of January 2022.

The Premises at Venable and the Premises at California, collectively referred to herein as "the Premises," are more fully described in **Exhibit A** attached hereto;

TO HAVE AND TO HOLD the Premises for a term of five (5) years, effective upon

the date this agreement is signed by authorized representatives of both Lessor and Lessee, and expiring at midnight on the 30th day of June 2026, unless this Lease shall sooner end and terminate as hereinafter provided.

LEASE TERMS

Section 1 - Designation of Area. Lessee shall install and maintain the appropriate signs to indicate that the Premises are for use by the Lessee.

Section 2 - Permitted Use. The Premises shall be used by Lessee for on-street parking purposes with respect to the Premises at California and off-street parking purposes within the City's right of way with respect to the Premises at Venable. No other use shall be permitted. Use shall be in full compliance with all federal, state, City of Charleston, and other applicable laws and regulations and the individual owners of all vehicles shall be liable for any failures of such compliance; provided, Lessee shall exercise commercially reasonable efforts to notify all authorized users of the terms, conditions, and restrictions of this Lease and of any applicable laws and regulations related to the use of the Premises.

Section 3 - Maintenance and Alteration. Lessor shall maintain the Premises in good condition as required by law, except with regard to: (1) damage caused by Lessee, its agents, representatives, or employees above normal wear and tear relative to similar property, (2) damage caused by Lessee, its agents, representatives, or employees as a result of willful misconduct or negligence and (3) damage to signage. Such damage, above normal wear and tear or caused as a result of willful misconduct or negligence shall be repaired at the expense of Lessee. Lessee shall in no way alter, modify, or improve the Premises, without the written consent of the Lessor, which shall not be unreasonably withheld. In the event that any improvements are made to the Premises, said improvements shall become part and parcel of the Premises and shall remain upon and be surrendered with the Premises at the end of the term of this Lease.

Section 4 - Enforcement. Lessor shall have no obligation to enforce Lessee's right to exclusive use. Enforcement of regulations governing the Premises will be the responsibility of Lessee by and through the Parking Section of the West Virginia Real Estate Division or other enforcement mechanisms within the control of the Lessee. Lessee may call the City of Charleston Parking System at 304-348-0739 to request assistance with enforcing the Lease, but Lessee acknowledges that Lessor will not routinely monitor the Premises. If Lessor requests assistance with enforcing the Lease, Lessor shall ensure that all vehicles properly parked on the Premises pursuant to the Lease shall be designated with a placard, sticker, or other clear marking indicating it has permission to be parked on the Premises.

Section 5 - Consideration. In exchange for the exclusive use of the Premises, Lessee shall pay a monthly rate of \$40.00 per parking space. As shown in Exhibit A, this Lease is for twelve (12) parking spaces. Accordingly, the monthly payment due pursuant to this Lease is

\$480.00. The \$480.00 per month shall be made payable to “City of Charleston – Parking System” and remitted to PO Box 2749, Charleston, WV 25330.

Section 6 - Responsibility for Claims. Lessor will be responsible for any claims or damages arising from willful, intentional, or unlawful acts of Lessor, or its employees or agents. Lessee will be responsible for any claims or damages arising from willful, intentional, or unlawful acts of Lessee, or its employees or agents. Liability for any other claims will be fact dependent.

Section 7 - Liability Insurance. Lessee acknowledges that it has the right and authority to obtain and maintain liability insurance coverage for any property it keeps on the Premises or for any claims brought against it related to the Premises. Lessee further acknowledges that Lessor does not have the authority to obtain and maintain liability insurance coverage for the property Lessee keeps on the Premises.

Section 8 -Termination. Lessor or Lessee may terminate the Lease upon thirty (30) days written notice.

Section 9 - Assignment and Subletting. Lessee shall not sublet, assign, or encumber this Lease without express written consent of Lessor, which consent shall not be unreasonably withheld.

Section 10 - Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given at the time delivered or deposited in the United States mails, certified or registered and postage prepaid, addressed to the parties as follows:

If to Lessor: City of Charleston
Attn: City Manager's Office
501 Virginia Street E
Charleston, WV 25301

If to Lessee: Supreme Court of Appeals
Attn: Administrative Director
Building #1, Room # E-100
1900 Kanawha Blvd East
Charleston, WV 25305

Section 11 - Authority. Lessor and Lessee each hereby represent and warrant unto the other that (i) all necessary action has been taken on the part of Lessor and Lessee, respectively, to obtain approval and authority to enter into this Lease and to perform their respective obligations hereunder and (ii) that the person executing this Lease on behalf of Lessor and Lessee is fully authorized to bind the Lessor and Lessee respectively.

Section 12 - Choice of Law, Dispute Resolution, and Consent to Jurisdiction.

This Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default, or other dispute through negotiation.

IN WITNESS WHEREOF, the parties hereunder have subscribed their signatures as of the date first above written.

THE CITY OF CHARLESTON

By: _____

Its: _____

Date: _____

THE SUPREME COURT OF APPEALS OF
WEST VIRGINIA

By: _____

Its: _____

Date: _____

EXHIBIT A – Premises at California



EXHIBIT A – Premises at Venable



Resolution No. 530-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 530-21 - Authorizing the Mayor or City Manager to submit an application to the
2 Kanawha County Commission under the Kanawha County Public Safety Grant Program in the
3 amount of \$19,900 and administer any funds awarded. These funds will be used by the
4 Charleston Police Department to purchase two pole cameras for criminal investigation
5 purposes in high crime areas around the city.

6

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

8

9 That the Mayor or City Manager is hereby authorized to submit an application to the Kanawha
10 County Commission under the Kanawha County Public Safety Grant Program in the amount of
11 \$19,900 and administer any funds awarded. These funds will be used by the Charleston Police
12 Department to purchase two pole cameras for criminal investigation purposes in high crime
13 areas around the city.

Resolution No. 531-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 531-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Tempo Construction LLC in the amount of \$235,023.84 to construct a new city park located at
3 the corner of Beatrice Street and Washington Street, West, as the result of a competitive
4 bidding process.

5

6 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 Tempo Construction
9 LLC in the amount of \$235,023.84 to construct a new city park located at the corner of Beatrice
10 Street and Washington Street, West, as the result of a competitive bidding process.

BEATRICE STREET RECREATION AREA RFP P9-06/21-138
Bid Opening Date 8/27/21

			Tempo Construction 40028 25364 741-5588 mary.cleland@tempowv.com		PO Box Charleston WV 304-	SQP 281 Smiley Drive St. Albans WV 25177 304-440-9200 estimating@sqpgc.com	McClanahan Construction Company 744 Poca River Road N. Poca WV 25159 304-776-3355 russkerkes@suddenlinkmail.com	
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Item 3.01 Mobilization	LS	1	\$11,198.00	\$11,198.00	\$12,300.00	\$12,300.00	\$14,000.00	\$14,000.00
Item 3.02 – Erosion & Sediment Control	LS	1	\$3,681.00	\$3,681.00	\$6,000.00	\$6,000.00	\$2,460.00	\$2,460.00
Item 3.03 – HMA Base Course	SY	1628	\$21.96	\$35,750.88	\$18.50	\$30,118.00	\$25.00	\$40,700.00
Item 3.04 – HMA Wearing Course	SY	1628	\$17.21	\$28,017.88	\$14.00	\$22,792.00	\$20.00	\$32,560.00
Item 3.05 – Engineering Fabric	SY	1628	\$12.44	\$19,926.72	\$4.50	\$7,326.00	\$3.50	\$5,698.00
Item 3.06 – Base Aggregate	CY	272	\$133.80	\$36,393.60	\$100.00	\$27,200.00	\$190.00	\$51,680.00
Item 3.07 – Drainage Swale with 24" Underdrain	LS	1	\$21,561.50	\$21,561.50	\$60,334.00	\$60,334.00	\$36,000.00	\$36,000.00
Item 3.08 – Allowances	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Item 3.09 – 10' Chain-link Fencing and Gates	LF	551	\$93.81	\$51,689.31	\$100.00	\$55,100.00	\$120.00	\$66,120.00
Item 3.10 – 3' Chain-link Fencing and Gates	LF	63	\$28.65	\$1,804.95	\$60.00	\$3,780.00	\$95.00	\$5,985.00
Base Bid Total			\$235,023.84		\$249,950.00		\$280,203.00	
Local Vendor Preference (4%)			(\$5,000) \$230,023.84		DID NOT REQUEST		(\$5,000) \$275,203.00	

Resolution No. 532-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 532-21 - Authorizing approval of Amendment No. 2 of the FY 2021—2022
2 General Fund Budget as indicated on the attached list of accounts.
3
4 Be it Resolved by the Council of the City of Charleston, West Virginia:
5
6 That Amendment No. 2 of the FY 2021—2022 General Fund Budget as indicated on the
7 attached list of accounts is approved.

General Fund FY 2021-2022 Budget Amendment No. 2 - September 7, 2021

Account No.	Department	Account Description	Amount
001 420 00 000 3 345	Engineering	Uniforms	350
001 420 01 000 3 345	Engineering - Stormwater	Uniforms	100
001 436 00 000 3 345	Building Commission	Uniforms	550
001 440 00 000 3 345	General Services	Uniforms	550
001 500 00 000 3 345	Morris Square	Uniforms	50
001 567 00 000 3 345	Public Grounds	Uniforms	1,300
001 567 01 000 3 345	Public Grounds - Carriage Trail	Uniforms	100
001 712 00 000 3 345	Traffic Engineering	Uniforms	500
001 750 00 000 3 345	Streets	Uniforms	3,600
001 754 00 000 3 345	Equipment Maintenance	Uniforms	900
001 800 00 000 3 345	Refuse	Uniforms	3,300
001 900 00 000 3 345	Parks	Uniforms	850
001 952 00 000 3 345	Spring Hill Cemetery	Uniforms	250
001 699 00 000 5 598	Contingency	Contingency	(12,400)

To increase the uniform budget for various departments to provide a \$50 increase to the footwear allowance for eligible employees.

001 369 12 0000	Transfers from Other Funds	American Rescue Plan Act Fund	(454,556)
001 429 00 000 1 103	Compensation Initiatives	Salaries & Wages	417,000
001 429 00 000 1 104	Compensation Initiatives	FICA	23,021
001 429 00 000 1 107	Compensation Initiatives	Uniform Retirement - New Plan	14,535

To provide for an employee vaccine incentive utilizing funds received through the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.

Reportable: To Maintain compliance with the budgetary guidelines of the State of West Virginia



MEMORANDUM

To: All City Employees

From: Mandi Carter, Director of Human Resources *mkc*

Date: August 24, 2021

Re: **EMPLOYEE COVID VACCINE INCENTIVE PROGRAM**

On Tuesday, September 7th, Mayor Goodwin will ask City Council to approve an allocation of American Rescue Plan funding to support giving either a \$500 cash payment or \$500 Health Savings Account contribution to eligible City employees. To be eligible for this voluntary incentive program, employees **must have at least two doses of either the Pfizer or Moderna vaccines, or one dose of the Johnson & Johnson vaccine on or before October 31, 2021.**

If passed by City Council on September 7, employees wishing to participate in the program must self-report their proof of full vaccination by bringing their COVID-19 Vaccination Record Card to Human Resources during the hours of 9 a.m. to 4 p.m., Monday through Friday. A copy will be made of the vaccination record card and the employee is strongly encouraged to bring their completed *COVID-19 Vaccine Incentive Program Election Form* (attached hereto) with them to HR. If they do not bring their form, the employee will be required to complete it in-person while in HR. Both a copy of the card and the form will be retained by HR. When submitting the cards/forms to HR, please be cognizant of the City's current *COVID-19 Health and Safety Policy* requirements regarding social distancing and the prohibition of employees gathering in groups.

As with other income, the employee will pay taxes and deductions on the \$500 cash payment, made via the regular payroll process. If the employee chooses the \$500 Health Saving Account contribution (PEIA Plan C participants only), no taxes or deductions will be made.

Pending approval of City Council, HR will immediately begin collecting the vaccination cards and election forms on Wednesday, September 8th. In order to receive a cash payment or HSA deposit on October 1, 2021, employees must submit proper proof and election documentation, as determined by HR, by September 21, 2021.

In order to receive a cash payment or HSA deposit on November 12, 2021, employees must submit proper proof and election documentation, as determined by HR, by **November 2, 2021, no later than 11 a.m.**

Employees who do not obtain the required shot(s) on or before October 31, 2021, will not be eligible for the program and will not receive the incentive pay or HSA deposit.

The Centers for Disease Control and Prevention (CDC) recommends a second Pfizer vaccine dose three weeks after a first dose. Three weeks before October 31 is October 8. A second Moderna dose is recommended four weeks after a first dose. Four weeks before October 31 is October 3.

The City has a priority to provide a safe working environment and the COVID-19 vaccine is the best safeguard we have to prevent infection. By getting the vaccine, employees help support the efforts made towards safety and confirm a commitment to the citizens to provide important City services. We hope you will participate in this great program!

Attachment

Cc: Amy Shuler Goodwin, Mayor
Matthew Sutton, Chief of Staff
Jonathan Storage, City Manager
Chad Jones, Interim Director, Homeland Security and Emergency Management
Cheryl Beasley, Payroll Administrator

Resolution No. 533-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 533-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Pickering Associates, Inc., in the amount of \$30,000 to provide engineering services for HVAC
3 renovations for the Martin Luther King, Jr. Community Center and the North Charleston
4 Community Center, where the contract includes services relating to technical system design,
5 bidding administration, and construction administration.

6

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

8

9 That the Mayor or City Manager is authorized to enter into a contract with Pickering
10 Associates, Inc., in the amount of \$30,000 to provide engineering services for HVAC
11 renovations for the Martin Luther King, Jr. Community Center and the North Charleston
12 Community Center, where the contract includes services relating to technical system design,
13 bidding administration, and construction administration.

Engineering Services Review Committee
North Charleston and Martin Luther King Jr. Community Center HVAC Replacement
July 26, 2021

--SCORING SHEET--

PICKERING ASSOCIATES

Qualifications, Experience and Past Performance (50 points)

50

Oral Interview (50 points)

47

97

I, Jonathan Storage, certify that this scoring sheet represents the final score issued by the Review Committee for the engineering firm listed above.

Signature

Date

Committee Members:

Jonathan Storage, City Manager
Rashaun Sayles, Parks & Rec Director
Tony Harmon, Building Commissioner
Andy Backus, MOECD Director
Mike Cochran, Maintenance Foreman

Engineering Services Review Committee
North Charleston and Martin Luther King Jr. Community Center HVAC Replacement
July 26, 2021

--SCORING SHEET--

ZDS

Qualifications, Experience and Past Performance (50 points)

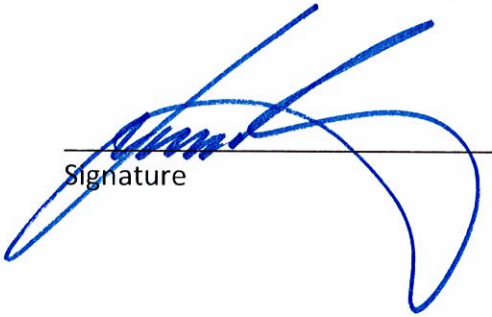
45

Oral Interview (50 points)

40

85

I, Jonathan Storage, certify that this scoring sheet represents the final score issued by the Review Committee for the engineering firm listed above.


Signature

7-26-21
Date

Committee Members:

Jonathan Storage, City Manager
Rashaun Sayles, Parks & Rec Director
Tony Harmon, Building Commissioner
Andy Backus, MOECD Director
Mike Cochran, Maintenance Foreman

Engineering Services Review Committee
North Charleston and Martin Luther King Jr. Community Center HVAC Replacement
July 26, 2021

--SCORING SHEET--

MCKINLEY

Qualifications, Experience and Past Performance (50 points)

43

Oral Interview (50 points)

35

78

I, Jonathan Storage, certify that this scoring sheet represents the final score issued by the Review Committee for the engineering firm listed above.

Signature

Date

Committee Members:

Jonathan Storage, City Manager
Rashaun Sayles, Parks & Rec Director
Tony Harmon, Building Commissioner
Andy Backus, MOECD Director
Mike Cochran, Maintenance Foreman



Architects • Engineers • Surveyors

11283 Emerson Avenue • Parkersburg, WV 26104
p. 304.464.5305 • t. 800.954.5305 • f. 304.464.4428
www.pickeringusa.com

Agreement for the Provision of Professional Services

Document 11: Rev 7, 06/19/12

Project Title: MLK and North Charleston Rec Centers HVAC Renovations
PA Project No.: 2211051 Rev # 0

Client: City of Charleston
Billing Address: 501 Virginia Street, East
Charleston, WV 25301
Project Location: MLK, 300 Donnally Street, Charleston
North Charleston, 2009 7th Avenue, Charleston

Contact Name: Jamie Bowles, Purchasing Director
1.304.348.8014 x 176
Jamie.bowles@cityofcharleston.org

Proposal Date: August 27, 2021
Proposal Expiration Date: 30 days from Proposal Date

PA Project Manager: Sean G. Simon, AIA, NCARB

1. Project Scope:

The City of Charleston is seeking professional engineering services for HVAC renovations at MLK and North Charleston Rec Centers. The renovations include replacement of roof top units (RTU's). Additionally make recommendations on modifications to existing conditions, including ductwork and thermostat locations, to improve performance. The intent is to reuse the existing ductwork as much as possible. We plan to use the existing electrical distribution system in each building.

Engineering Services

1. Site visits as necessary to document existing conditions.
2. Prepare cost estimates with 65% and 100% deliverable.
3. Design Services
 - a. Demolition drawings to include removal of:
 - i. Identified RTU's and associated electrical items.
 - ii. Agreed upon modifications (i.e. thermostat relocation)
 - b. Development of construction bid drawings and project manual specifications for new equipment. New work will include:
 - i. Add cooling to of each of the gyms RTUs.
 - ii. Replacement of the RTU's and associated electrical.
 - iii. New thermostat locations.



Architects • Engineers • Surveyors

11283 Emerson Avenue • Parkersburg, WV 26104
p. 304.464.5305 • t. 800.954.5305 • f. 304.464.4428
www.pickeringusa.com

4. Deliverables

- a. 35% Schematic Drawings.
- b. 65% drawing package and outline specifications (PDF).
- c. 100% bid drawing package and completed project manual of specifications.

Bidding and Construction Services

1. Details what we will do after delivery of Construction Package
2. Deliverables include (i.e)
 - a. Delivery Legal Ad to City of Charleston to run in the paper. Post bid package on Pickering Plan Room for contractors.
 - b. Submit to Fire Marshal for review (City would pay review fee)
 - c. Pre-bid
 - d. Answering RFI's
 - e. Award and Contract Development
 - f. Project Kick-off meeting
 - g. Submittal Review
 - h. Approving Applications for Payment
 - i. Facilitating Construction Meetings (6)
 - j. Punchlist
 - k. Review Balancing Report for Building Commissioning
 - l. Release of Liens Form

2. Project Budget

- Lump Sum \$ 30,000.00

3. Project Schedule

The project schedule outlined below reflects an estimate based on communications with the client at time of proposal. Each milestone may take more or less time than outlined in this estimate based on multiple variables and the involvement of future stakeholders. As the project progresses, Pickering will update this schedule to reflect actual milestone achievement dates and adjust future milestone dates accordingly.

	Earliest Date
Project Start:	Receipt of Signed Agreement/PO 09/2/21
35% Schematic Design Package/Estimate:	start+2 weeks
65% Drawing Package/Estimate:	start+4 weeks
100% Package/Issued for Bid:	start+6 weeks

ARCHITECTURE • PROJECT MANAGEMENT • SURVEYING • CIVIL ENGINEERING • STRUCTURAL ENGINEERING • MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING • PROCESS ENGINEERING • AUTOMATION AND CONTROLS • CONSTRUCTION ADMINISTRATION



Architects • Engineers • Surveyors

11283 Emerson Avenue • Parkersburg, WV 26104
p. 304.464.5305 • t. 800.954.5305 • f. 304.464.4428
www.pickeringusa.com

4. Proposal Clarifications, Assumptions and Special Conditions

1. This proposal includes reasonable costs associated with the management of the project, including the development and articulation of the project scope, budget and overall project schedule. Additionally, coordination meetings with the client and important stakeholders as well as internal project coordination are included as they pertain to the development and communication of the scope of work. Project Management outside these conditions may be provided as an additional cost.
2. Unless specifically indicated otherwise in the proposal, the cost of any fees and/or permits associated with the project will be paid for or reimbursed by the client in addition to the fees herein proposed. All permits shall be issued in the name of the Client.
3. Pickering Associates will provide drawings for the Client's review and approval at various phase gates. Client will be responsible for approving the drawings prior to proceeding with the next design stage unless this approval is waived.
4. A Site Environmental Analysis is not included. The Owner will be responsible for determining if there is any site contamination and correction of same if required. If the site is found to contain existing environmental issues, Pickering Associates shall be compensated for all additional time and expenses associated with working with and rectifying the respective issues.
5. Revisions to this proposal may be required as site conditions and/or project design requirements change which are considered by Pickering Associates to be beyond the scope of this proposal. Project scope revisions will be handled in writing between both parties.
6. The project schedule is an estimate based on information known at the time of the proposal and subject to validation at the time the contract is executed and change with changing project conditions, resource constraints and progressive elaboration.
7. Unless noted otherwise, special studies, life cycle cost analysis or other studies which may be requested by the Client shall be provided at an additional cost.
8. An allowance for normal reimbursable expenses is included in the project budget. Normal reimbursable expenses included are as follows: document reproduction expenses and mileage for site visits and client review meetings. Additional reimbursable expenses such as photographic processing, overnight delivery fees, etc. are not included in the lump sum fee above and will be invoiced on a time and materials basis with prior client approval.
9. Unless noted otherwise, this proposal does not include construction inspection or other construction engineering services. Construction engineering or inspection services can be provided on a time and expense basis as requested by the Client. Submittal review and "as-built" drawing creation shall be considered construction engineering.



Architects • Engineers • Surveyors

11283 Emerson Avenue • Parkersburg, WV 26104
p. 304.464.5305 • t. 800.954.5305 • f. 304.464.4428
www.pickeringusa.com

Execution of Agreement:

Project Title:	MLK and North Charleston Rec Centers HVAC Renovations	
PA Project No.:	2211051	Rev # 0
Project Budget:	Lump Sum	\$ 30,000.00
Proposal Date:	August 27, 2021	
Proposal Expiration Date:	30 days from Proposal Date	

By witness below each of the parties have agreed to the above terms and conditions:

Offered by:

Accepted by:



(Signature) 8/27/21
(Date)

Zac Campbell, PMP
VP of Projects
Pickering Associates

(Signature) (Date)

City of Charleston

The Professional Services Terms and Conditions that follow are part of this agreement.



Architects • Engineers • Surveyors

11283 Emerson Avenue • Parkersburg, WV 26104
p. 304.464.5305 • t. 800.954.5305 • f. 304.464.4428
www.pickeringusa.com

Professional Services Terms and Conditions

Pickering Associates shall perform the services outlined in this agreement for the stated proposed architectural/engineering scope. This proposal shall only be valid for 30 days after the proposal Issue Date.

Project Scope Changes

Revisions to this proposal may be required if site conditions and/or project requirements change and create extreme challenges considered beyond the scope of this proposal. Pickering Associates shall be immediately informed of any design changes or additional information. The engineering budget does not include any engineering, design, and/or drafting services for the proposed work unless specifically mentioned and detailed in this proposal. This proposal is based on our understanding of the project scope of work as provided by the Client at the time of this proposal.

Time-and-Materials Fee

If proposed as a time-and-materials quotation the total fee shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. The Client will be notified when fees reach 90% of the estimate, at which time the Client shall direct Pickering Associates concerning proceeding. The Client shall be responsible for all fees to date at any given time. Pickering Associates has the right to modify rates at regular annual intervals.

Lump Sum Fee

The total fee shall be understood to be a lump sum, based upon Scope of Services. Fees shall be invoiced at various milestones based on percent completion to date with the full fee due upon completion of the Scope. Work outside the Scope of Services shall only be completed under supplemental fees as specified in this proposal by written approval of the Client. For the portion of the work that is being performed on a time-and-materials basis, Pickering Associates has the right to modify rates at regular annual intervals.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Pickering Associates may, without waiving any claim or right against Client and without liability whatsoever to the Client, suspend work or service provision until payment terms are reached. Retainers, if included in the contract, shall be credited on the final invoice. A service charge will be charged at 1.5% (or the highest legal rate allowed) per month on the unpaid balance for all accounts over 30 days. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay the amounts including the cost of collection, including reasonable attorneys' fees.

Standard of Care

In providing services under this agreement, Pickering Associates will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Pickering Associates will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Pickering Associates' part of the Project. Regardless of any other term or condition of this Agreement, Pickering Associates makes no express or implied performance guarantee or warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed. Field surveys by Pickering Associates shall consist of measurements using standard tape measures, measuring wheels, levels, and existing drawings. Tolerances of created objects shall be based on accuracy of existing drawings and reasonable human/recording measurement method error. Unless specifically stated, Pickering Associates shall not be responsible for any work associated with additional property, easement, and/or right-of-way acquisition. All specifications provided or identified by the Client at the time of project inception shall be incorporated into the design.



Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Pickering Associates shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Access to the Work Site and Existing Documents

Unless otherwise stated, Pickering Associates will have access to the site for activities necessary for the performance of the services. Pickering Associates will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. Additionally, Pickering Associates will have access to previous engineering and design documents that apply to the project.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Pickering Associates has reason to believe that such a condition may exist, Pickering Associates shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Pickering Associates has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Pickering Associates shall not be responsible for the existing condition nor any resulting damages to persons or property. Pickering Associates shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form. This proposal does not include any work related to asbestos containing materials, PCB's, lead, or other environmental hazards. If the site needs to be tested or is found to contain existing hazardous issues, Pickering Associates shall be compensated for all additional time and expenses associated with working with and rectifying the respective issues.

Evaluation and design both will be based on member sizes, material properties, and other properties and uncompromised material properties. (Various assumptions will be listed on the drawings and will be assumed correct unless notified otherwise in writing.) Pickering Associates shall not be responsible for existing construction deficiencies or the complete structural integrity of any existing structure. It shall be the Client's responsibility to verify construction loads do not exceed the loading conditions stated on the construction drawings.

Indemnifications

The Client shall indemnify and hold harmless Pickering Associates and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Pickering Associates) or anyone for whose acts any of them may be liable. This indemnification shall include the client's failure to promptly perform tasks for which they were responsible or for the disclosure of pertinent information.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and Pickering Associates, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Pickering Associates total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of Pickering Associates' fee (whichever is less) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Pickering Associates negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Unless expressly implied, Pickering Associates will not be responsible for consequential, punitive or speculative damages or lost profits.



Termination of Services

Either party may terminate this agreement upon 10 days written notice should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Pickering Associates for all services rendered to the date of termination, all-reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Pickering Associates under this agreement, including electronic files, shall remain the property of Pickering Associates and may not be used by this Client for any other purpose without the written consent of Pickering Associates. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Pickering Associates and its sub-consultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Pickering Associates and its consultants.

Notification

The Client shall promptly report to Pickering Associates any actual or suspected errors or omissions in the project or defects in their services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify Pickering Associates in a timely manner shall relieve the Pickering Associates of the costs of remedying the errors or omissions above the sum such prompt notification would have allowed. Customer will notify Pickering Associates within one (1) year of their intention to bring a claim against Pickering Associates for work they performed.

Construction Activities

Pickering Associates shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and Pickering Associates shall be submitted by the claimant within 7 working days in writing to the other party for review and resolution within 5 working days of notification. Upon continued disagreement, then non-binding mediation shall be employed within the next 30 days, subject to the parties agreeing to a third-party mediator(s) at each party's expense. This agreement shall be governed by the laws of the principal place of business of Pickering Associates.

Force Majeure

If Pickering Associates is prevented from doing or completing their work by an act of God or other unforeseen events (power failure, labor strike, earthquake, etc.), then Pickering Associate's inability to perform the work in accordance with the project schedule will be excused for a reasonable time.

End of Professional Services Terms and Conditions

**ADDENDUM TO
AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES**

This is an Addendum to "Agreement for the Provision of Professional Services" (the "Agreement") between Pickering & Associates ("Vendor") and the City of Charleston ("City"), collectively "the Parties." The Agreement contains one or more contractual terms that the City cannot or will not accept and the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms of the Agreement in consideration for the City's consent to the remaining terms of the Agreement. The Parties agree that the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Agreement:

1. **INCORPORATION OF RFP AND ORDER OF PRECEDENCE** – This Addendum explicitly incorporates all of the terms of the EOI documents by the City and Vendor, which are attached hereto as Exhibit A. This Addendum modifies and supersedes anything contained in the Agreement whether or not it occurred before or after the signing of this Addendum. In the event of any conflict between the Agreement and this Addendum, the Addendum shall control.
2. **ORDER OF PRECEDENCE** – This Addendum modifies and supersedes anything contained in the Agreement whether or not it occurred before or after the signing of this Addendum. In the event of any conflict between the Agreement and this Addendum, the Addendum shall control.
3. **DISPUTE RESOLUTION, JURISDICTION AND VENUE** – Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.
4. **NO INDEMNITY** – Any clause requiring the City to indemnify, defend or hold harmless any party is hereby deleted in its entirety. Any language requiring the City to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of the State of West Virginia is deleted.

5. **GOVERNING LAW** – The Agreement and this Addendum shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
6. **TAXES** – Provisions in the Agreement requiring the City to pay taxes are deleted. As a political subdivision of the State, the City is exempt from Federal, State, and local taxes and will not pay taxes for Vendor or any other party, including individuals, nor will the City file any tax returns or reports on behalf of Vendor or any other party.
7. **PAYMENT** – Any references to prepayment are deleted. Payments for goods or services will be in arrears only upon receipt of a proper invoice, detailing the goods or services provided or receipt of the goods or services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.
8. **INTEREST** – Any language imposing any interest or charges due to late payment are deleted.
9. **RECOUPMENT** – Any language in the Agreement waiving the City’s right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
10. **FISCAL YEAR FUNDING** – Services performed or goods provided under the Agreement may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by City Council or otherwise being available for the goods or services. In the event funds are not appropriated or otherwise available for the goods or services, the Agreement shall terminate without penalty on the next occurring June 30. After that date, the Agreement becomes of no effect and is null and void. However, the City agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
11. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the City may bring suit against Vendor or any lessor, individual, or other party are deleted.
12. **SIMILAR SERVICES** – Any provisions limiting the City’s right to obtain similar services or equipment in the event of default or non-funding during the term of the Agreement are hereby deleted.
13. **ATTORNEY FEES AND OTHER COSTS** – The City shall not be responsible for payment of attorney’s fees, costs of collection, or court costs of Vendor or of any lessor, individual or other party. Any different or conflicting provisions in the Agreement are invalid, null and void, and are deleted.
14. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the City reserves the right to assign the Agreement to another City agency, board or commission upon thirty (30) days

written notice to the Vendor. Vendor agrees not to assign the Agreement to any person or entity without the City's prior written consent, which will not be unreasonably delayed or denied.

15. **LIMITATION OF LIABILITY** – Any provision limiting the Vendor's liability for direct damages to person or property or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the Agreement is hereby deleted. In addition, any limitation of Vendor's liability is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
16. **RIGHT TO TERMINATE** – City shall have the right to terminate the Agreement upon thirty (30) days written notice to Vendor.
17. **TERMINATION CHARGES** – Any provision requiring the City to pay a fixed amount or liquidated damages upon termination or cancellation of the Agreement is hereby deleted. The City may only agree to reimburse Vendor for actual costs incurred or losses sustained during the current fiscal year due to termination by the City prior to the end of any current agreement term.
18. **RENEWAL** – Any reference to automatic renewal, modification, or extension of the Agreement is hereby deleted. The Agreement may be renewed only upon authorized and mutual written agreement of the parties.
19. **INSURANCE** – Any provision requiring the City to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
20. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the City does recognize a right of repossession upon default and with notice.
21. **NO WAIVER** – City does not waive and expressly preserves its right to due process and any and all immunities afforded the City under West Virginia State law. Any provision requiring the City to waive any rights, claims or defenses is hereby deleted.
22. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
23. **DELIVERY** – All deliveries under the Agreement will be FOB destination unless the City expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
24. **CONFIDENTIAL INFORMATION** – Vendor acknowledges that City is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 *et seq.* (the "Freedom of Information Act") and W.Va. Code § 6-9A-1 *et seq.* (the "Open Governmental Proceedings Act"). Any provisions regarding confidential treatment or

non-disclosure of the terms and conditions of the Agreement are hereby deleted. City contracts are public records under the Freedom of Information Act and public procurement laws. This Agreement and other public records may be disclosed without notice to the Vendor at the City's sole discretion. Any provision regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with the Freedom of Information Act and incorporated into the Agreement through a separately approved and signed non-disclosure agreement.

25. **WARRANTIES** – Any reference to the waiver or exclusion of any specific or general warranties of merchantability or warranties of fitness or any other warranties are hereby deleted.
26. **PRICING ADJUSTMENTS** – To the extent the Agreement contains any provision allowing Vendor to escalate or otherwise increase prices or costs for services as set forth in the Agreement, no such provision shall be valid or enforceable. No prices or costs may be increased by Vendor until and unless notice of proposed increase is provided to City by Vendor and agreed to in writing by City.
27. **THIRD-PARTY SOFTWARE** – If this Agreement contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the City against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
28. **AMENDMENTS** – All amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted. No amendment, modification, alteration or change may be made to this Addendum without the authorized and express written approval of the Mayor of the City of Charleston.
29. **LIABILITY OF INDIVIDUALS** – The Parties agree that the Agreement shall be not construed to extend any personal liability to individuals executing or administering the Agreement on behalf of City or Vendor. Notwithstanding, this provision shall not be construed to prevent Vendor or City from taking any and all legal action against any individual who commits fraud related to this Agreement.

[Signature Page Follows]

ACCEPTED BY:

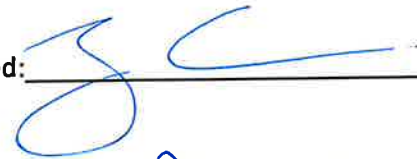
CITY OF CHARLESTON

Signed: _____

Title: _____

Date: _____

VENDOR

Signed:  _____

Title: VP of PROSECTS _____

Date: 8-30-21 _____

Resolution No. 534-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 534-21 - Authorizing the Mayor or City Manager to purchase 12 police
2 interceptor SUVs from Stephens Auto Center in the amount of \$398,796.00, where the
3 purchase price was determined through a competitively sourced statewide contract.

4

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

6

7 Authorizing the Mayor or City Manager to purchase 12 police interceptor SUVs from Stephens
8 Auto Center in the amount of \$398,796.00, where the purchase price was determined through
9 a competitively sourced statewide contract.

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 9/2/2021 **Purchase Order #:** _____

Vendor: Stephens Auto Center **Phone #:** 304-369-2411

Contact: Mike Ballard **Fax:** _____

Address: P.O. Box 278 Danville, WV 25053
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
12	2022 Police Interceptor Utilities (Iconic Silver Metallic)	33,114.00	397,368.00
12	Deduct (Ultimate Wiring Package)	527.00	6,324.00
12	Deduct (Wire harness connector kit front/rear)	174.00	2,088.00
12	Add (Police Perimeter Alert)	675.00	8,100.00
12	Add (Pre-collision assist with pedestrian detection)	145.00	1,740.00
TOTAL			398,796.00

Requested By: Lt. J. Noland **Date:** 9/2/2021

Purpose of Request: New vehicles to replace the curent 100 series per normal rotation cycle.

Division Commander:
☐ Denied ☒ Approved  **Date:** 9/2/21

Bureau Commander:
☐ Denied ☐ Approved _____ **Date:** _____

Chief of Police:
☐ Denied ☐ Approved _____ **Date:** _____

Budget Officer:
☐ Denied ☐ Approved _____ **Date:** _____

Council Action Date: _____ **Account:** _____

STEPHENS

AUTO CENTER



PO BX 278 – 104 Stephens Drive – Rt. 119 & Lory Rd. – Danville WV 25053

(304) 369-2411 – www.stephensauto.com – 1-800-925-2411

DATE 02-SEP-21

CITY OF CHARLESTON
PO BOX 2749
CHARLESTON, WV 25330
304-348-6827

BELOW IS A QUOTE YOU REQUESTED:

2022 FORD POLICE UTILITY AWD (\$33,114.00)

SILVER

CLOTH FRONT/VINYL REAR

3.3 V6

10-SPEED AUTO TRANSMISSION

FRONT LICENSE BRACKET

DARK CAR FEATURE

LED SPOT LIGHT

DEFLECTOR PLATE

REAR DOOR HANDLE/LOCKS INOPERABLE

KEYLESS ENTRY

REVERSE SENSING

TRAILER TOW PKG

POLICE PERIMETER ALERT

PRE-COLLISSION ASSIST DETECTION

TOTAL EACH \$33,233.00 (12) \$398,796.00

THANKS FOR THE OPPORTUNITY TO EARN YOUR BUSINESS



Michael W. Ballard

ULTIMATE WIRING PKG DELETED (-527.00)

WIRE HARNESS CONNECTOR KIT DELETED (-174.00)

POLICE PERIMETER ALERT ADDED (+675.00)

PRE-COLLISSION ASSIST DETECTION ADDED (+145.00)



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 07-09-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0216 0216 FLT2000000001 5	Procurement Folder:	594058
Document Name:	2020 or current Model year Police Utility AWD Four (4) door	Reason for Modification:	Change Order #4 per attached documentation.
Document Description:	2020 or current Model year Police Utility AWD Four (4) door		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-08-30
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-04-24

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000199714 STEPHENS AUTO CENTER PO BOX 278 DANVILLE WV 25053278 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Rebecca C Farmer Requestor Phone: (304) 957-8207 Requestor Email: becky.c.farmer@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US

Total Order Amount:

Open End

VENDOR COPY

MKP 07/14/2021

PURCHASING DIVISION AUTHORIZATION

DATE: *Tara Hyles*
ELECTRONIC SIGNATURE ON FILE

JUL 22 2021

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

7/27/2021

ENCUMBRANCE CERTIFICATION

DATE: *Robert M. Brown II*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order #4

Change Order # 4 issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal 08/30/2021 through 04/24/2022 .

Remaining Renewals 16 months.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25100000			EA	33114.000000
Service From		Service To			

Commodity Line Description: 2020 or current model year Police Utility AWD Four (4) door

Extended Description:

2020 or current model year Police Utility AWD Four (4) door

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Stephens Auto Center

Authorized Signature: M.W. Ballard Date: 7-1-21

State of WV

County of Boone, to-wit:

Taken, subscribed, and sworn to before me this 1 day of 7, 2021.

My Commission expires 5-4, 2026

AFFIX SEAL HERE



NOTARY PUBLIC

Stephanie Hill - Minnich
Purchasing Affidavit (Revised 01/19/2018)



Allan L. McVey
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT DIVISION
2101 WASHINGTON STREET, EAST
P.O. BOX 50121
CHARLESTON, WEST VIRGINIA 25305-0121

Kenny H. Yoakum
DIRECTOR

June 29, 2021

Stephen's Auto Center
Mr. Richard Stephens
CC: Mike Ballard
P. O. Box 278
Danville, WV 25053-278

RE: Contract CMA 0216 0216 FLT 2000000001

Mr. Stephens:

The State of West Virginia Fleet Management Division is offering to renew the subject contract under the same terms, conditions and pricing. The renewal dates are from August 30, 2021 to April 24, 2022.

If your company agrees to this renewal, please sign below and return original to my attention as soon as possible.

Also attached is an Affidavit that is to be part of the purchase order and is required to be signed, dated and notarized.

Please contact me at 304-957-8207 if you have any questions.

Sincerely

Becky Farmer

Becky Farmer
Fleet Manager
Fleet Management Office for the State of West Virginia

M. W. Ballard Fleet Mgr. 7-1-21
Name Title Date

CITY OF CHARLESTON
Payroll Variance Analysis
August 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	23,247	23,000	247	1.06%	46,494	45,815	678	1.46%	302,210	256,395
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	23,247	23,000	247	1.06%	46,494	45,815	678	1.46%	302,210	256,395
Mayor - CARE Office	409-02	Regular	20,439	16,538	3,900	19.08%	40,878	32,923	7,954	19.46%	265,704	232,781
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	20,439	16,538	3,900	19.08%	40,878	32,923	7,954	19.46%	265,704	232,781
City Council	410	Regular	13,000	11,500	1,500	11.54%	26,000	21,250	4,750	18.27%	169,000	147,750
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	13,000	11,500	1,500	11.54%	26,000	21,250	4,750	18.27%	169,000	147,750
City Manager - Admin.	412-00	Regular	41,842	42,978	(1,136)	-2.71%	80,876	79,712	1,163	1.44%	543,948	464,236
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	41,842	42,978	(1,136)	-2.71%	80,876	79,712	1,163	1.44%	543,948	464,236
City Treasurer	413	Regular	10,136	9,881	255	2.51%	20,273	19,724	548	2.70%	131,772	112,048
		IPT	692	750	(58)	-8.33%	1,385	1,400	(15)	-1.11%	9,000	7,600
		OT	-	-	-		-	-	-		-	-
		Total	10,829	10,631	197	1.82%	21,657	21,124	533	2.46%	140,772	119,648
City Collector	414	Regular	52,379	45,331	7,048	13.46%	104,759	88,764	15,995	15.27%	680,933	592,169
		IPT	-	-	-		-	-	-		-	-
		OT	-	5	(5)		-	5	(5)		-	(5)
		Total	52,379	45,336	7,043	13.45%	104,759	88,769	15,990	15.26%	680,933	592,164
City Clerk	415	Regular	10,062	9,847	215	2.13%	20,124	19,694	429	2.13%	130,804	111,110
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,062	9,847	215	2.13%	20,124	19,694	429	2.13%	130,804	111,110
Municipal Court	416	Regular	22,674	22,473	201	0.89%	45,348	45,324	23	0.05%	294,761	249,437
		IPT	1,385	633	752	54.28%	2,769	1,722	1,047	37.82%	18,000	16,278
		OT	1,809	1,110	700	38.67%	3,618	1,490	2,129	58.82%	23,520	22,030
		Total	25,868	24,216	1,652	6.39%	51,736	48,536	3,199	6.18%	336,281	287,745

CITY OF CHARLESTON
Payroll Variance Analysis
August 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	29,851	29,154	697	2.33%	59,701	58,308	1,394	2.33%	388,059	329,751
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	29,851	29,154	697	2.33%	59,701	58,308	1,394	2.33%	388,059	329,751
Accounting	418	Regular	22,030	21,730	300	1.36%	44,060	43,460	600	1.36%	286,388	242,928
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	22,030	21,730	300	1.36%	44,060	43,460	600	1.36%	286,388	242,928
Engineering - General	420-00	Regular	38,055	37,177	878	2.31%	76,110	74,354	1,755	2.31%	494,712	420,358
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	38,055	37,177	878	2.31%	76,110	74,354	1,755	2.31%	494,712	420,358
Engineering - Stormwater	420-01	Regular	10,558	10,250	308	2.91%	21,116	20,501	615	2.91%	137,252	116,751
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,558	10,250	308	2.91%	21,116	20,501	615	2.91%	137,252	116,751
MOECD	421	Regular	29,451	29,241	210	0.71%	58,901	57,348	1,553	2.64%	382,858	325,510
		IPT	-	1,401	(1,401)		-	3,312	(3,312)		-	3,312
		OT	-	-	-		-	-	-		-	-
		Total	29,451	30,642	(1,191)	-4.05%	58,901	60,661	(1,759)	-2.99%	382,858	328,822
Human Resources	422	Regular	30,944	30,626	318	1.03%	61,888	60,744	1,144	1.85%	402,272	341,528
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,944	30,626	318	1.03%	61,888	60,744	1,144	1.85%	402,272	341,528
Mail Room	431	Regular	2,704	-	2,704	100.00%	5,409	1,313	4,096	75.73%	35,157	33,844
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	2,704	-	2,704	100.00%	5,409	1,313	4,096	75.73%	35,157	33,844
Building Commission	436	Regular	52,410	51,091	1,319	2.52%	104,820	102,098	2,721	2.60%	681,327	579,229
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	52,410	51,091	1,319	2.52%	104,820	102,098	2,721	2.60%	681,327	579,229

CITY OF CHARLESTON
Payroll Variance Analysis
August 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	35,978	31,279	4,698	13.06%	71,955	62,390	9,565	13.29%	467,710	405,320
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	35,978	31,279	4,698	13.06%	71,955	62,390	9,565	13.29%	467,710	405,320
Information Systems	439	Regular	46,702	41,597	5,105	10.93%	93,404	80,971	12,433	13.31%	607,126	526,155
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	46,702	41,597	5,105	10.93%	93,404	80,971	12,433	13.31%	607,126	526,155
General Services	440	Regular	34,895	31,605	3,290	9.43%	67,889	63,590	4,298	6.33%	453,634	390,044
		IPT	3,462	725	2,737	79.06%	6,923	2,058	4,866	70.28%	45,000	42,943
		OT	5,040	10,014	(4,974)	-98.68%	10,080	15,561	(5,481)	-54.37%	65,520	49,959
		Total	43,396	42,343	1,053	2.43%	84,892	81,209	3,683	4.34%	564,154	482,945
Constituent Services	442-01	Regular	13,857	6,510	7,347	53.02%	23,061	13,019	10,042	43.54%	180,139	167,120
		IPT	1,800	-	1,800	100.00%	1,800	-	1,800	100.00%	23,400	23,400
		OT	-	-	-		-	-	-		-	-
		Total	15,657	6,510	9,147	58.42%	24,861	13,019	11,842	47.63%	203,539	190,520
Morris Square Property	500	Regular	1,986	2,106	(120)	-6.06%	3,971	4,215	(244)	-6.14%	25,814	21,599
		IPT	-	-	-		-	-	-		-	-
		OT	775	-	775	100.00%	1,551	10	1,541	99.37%	10,080	10,070
		Total	2,761	2,106	655	23.73%	5,522	4,225	1,297	23.49%	35,894	31,669
Public Works	566	Regular	14,769	13,928	841	5.69%	29,538	28,028	1,510	5.11%	192,000	163,972
		IPT	-	-	-		-	-	-		-	-
		OT	231	-	231	100.00%	462	791	(329)	-71.32%	3,000	2,209
		Total	15,000	13,928	1,072	7.14%	30,000	28,819	1,181	3.94%	195,000	166,181
Public Grounds - Adm.	567-00	Regular	65,644	62,049	3,595	5.48%	131,288	122,433	8,854	6.74%	853,369	730,936
		IPT	-	-	-		-	-	-		-	-
		OT	1,938	3,161	(1,222)	-63.04%	3,877	3,777	100	2.59%	25,200	21,423
		Total	67,582	65,209	2,373	3.51%	135,164	126,210	8,955	6.63%	878,569	752,359
Public Grounds - C/T	567-01	Regular	5,035	5,035	0	0.00%	10,070	10,192	(122)	-1.21%	65,458	55,266
		IPT	-	-	-		-	-	-		-	-
		OT	323	924	(601)	-186.00%	646	1,198	(552)	-100.00%	4,200	3,002
		Total	5,358	5,959	(601)	-11.21%	10,717	11,390	(673)	-6.28%	69,658	58,268

CITY OF CHARLESTON
Payroll Variance Analysis
August 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Uniform	700-00	Regular	648,984	595,272	53,711	8.28%	1,297,968	1,214,530	83,438	6.43%	8,436,790	7,222,260
		OT	127,480	192,678	(65,198)	-51.14%	292,481	394,612	(102,131)	-34.92%	1,901,129	1,506,517
		Reimb.	(1,923)	(3,952)	2,029	105.50%	(3,846)	(6,896)	3,050	79.30%	(25,000)	(18,104)
		Total	774,541	783,998	(9,457)	-1.22%	1,586,603	1,602,246	(15,643)	-0.99%	10,312,919	8,710,673
Police - Civilian	700-01	Regular	66,161	63,776	2,385	3.61%	132,322	127,644	4,679	3.54%	860,096	732,452
		IPT	3,846	490	3,356	87.26%	7,692	890	6,802	88.43%	50,000	49,110
		OT	7,237	6,922	315	4.35%	14,474	11,945	2,529	17.47%	94,080	82,135
		Total	77,244	71,188	6,056	7.84%	154,489	140,479	14,010	9.07%	1,004,176	863,697
Fire - Uniform	706-00	Regular	626,595	606,049	20,547	3.28%	1,396,430	1,360,530	35,900	2.57%	9,076,795	7,716,265
		OT	81,623	116,133	(34,510)	-42.28%	225,978	216,294	9,684	4.29%	1,468,858	1,252,564
		Reimb.	(923)	(1,359)	436	47.23%	(1,846)	(6,946)	5,100	276.24%	(12,000)	(5,054)
		Total	707,295	720,823	(13,528)	-1.91%	1,620,562	1,569,878	50,684	3.13%	10,533,653	8,963,775
Fire - Civilian	706-01	Regular	7,450	7,233	217	2.91%	14,900	14,466	434	2.91%	96,849	82,383
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	7,450	7,233	217	2.91%	14,900	14,466	434	2.91%	96,849	82,383
Traffic	712	Regular	31,040	31,724	(683)	-2.20%	62,081	63,514	(1,433)	-2.31%	403,526	340,012
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	905	525	380	42.00%	1,809	1,192	617	34.12%	11,760	10,568
		Total	31,945	32,249	(303)	-0.95%	63,890	64,706	(816)	-1.28%	415,286	350,580
Emergency Services	716	Regular	6,438	-	6,438	100.00%	12,875	-	12,875	100.00%	83,689	83,689
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	6,438	-	6,438	100.00%	12,875	-	12,875	100.00%	83,689	83,689
Street	750	Regular	177,416	147,565	29,852	16.83%	354,833	300,604	54,229	15.28%	2,306,412	2,005,808
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	13,846	25,085	(11,238)	-81.17%	27,692	40,131	(12,438)	-44.92%	252,000	211,869
		Total	191,262	172,649	18,613	9.73%	382,525	340,734	41,791	10.92%	2,558,412	2,217,678
Equipment Maintenance	754	Regular	53,160	59,301	(6,140)	-11.55%	106,320	114,078	(7,757)	-7.30%	691,083	577,005
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	4,200	2,608	1,592	37.91%	8,400	4,674	3,726	44.35%	54,600	49,926
		Total	57,360	61,908	(4,548)	-7.93%	114,720	118,752	(4,032)	-3.51%	745,683	626,931

CITY OF CHARLESTON
Payroll Variance Analysis
August 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Refuse & Recycling	800	Regular	154,142	141,763	12,379	8.03%	308,284	302,490	5,794	1.88%	2,003,847	1,701,357
		IPT	-	-	-		-	-	-		-	-
		OT	18,092	9,115	8,978	49.62%	36,185	15,937	20,248	55.96%	235,200	219,263
		Total	172,234	150,878	21,357	12.40%	344,469	318,427	26,042	7.56%	2,239,047	1,920,620
Parks & Recreation	900	Regular	90,344	84,367	5,977	6.62%	180,687	169,414	11,273	6.24%	1,174,468	1,005,054
		IPT	56,000	24,199	31,801	56.79%	123,200	42,371	80,829	65.61%	280,000	237,629
		OT	4,135	10,269	(6,134)	-148.32%	8,271	13,144	(4,873)	-58.92%	53,760	40,616
		Total	150,479	118,835	31,644	21.03%	312,158	224,928	87,230	27.94%	1,508,228	1,283,300
Public Arts	906	Regular	4,000	4,000	-	0.00%	8,000	8,000	-	0.00%	52,000	44,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,000	4,000	-	0.00%	8,000	8,000	-	0.00%	52,000	44,000
Spring Hill Cemetery	952	Regular	23,724	23,668	55	0.23%	47,447	45,749	1,698	3.58%	308,407	262,658
		IPT	7,313	1,631	5,681	77.69%	14,625	3,665	10,960	74.94%	46,800	43,135
		OT	775	112	663	85.49%	1,551	112	1,438	92.75%	10,080	9,968
		Total	31,812	25,412	6,400	20.12%	63,623	49,527	14,096	22.16%	365,287	315,760
General Fund		Regular	2,518,101	2,349,645	168,457	6.69%	5,170,079	4,877,192	292,887	5.67%	33,666,369	28,789,177
		IPT	74,497	29,830	44,667	59.96%	158,394	55,418	102,977	65.01%	472,200	423,407
		OT	268,411	378,659	(110,248)	-41.07%	637,075	720,872	(83,797)	-13.15%	4,212,987	3,492,115
		Reimb.	(2,846)	(5,311)	2,465	86.60%	(5,692)	(13,842)	8,150	143.17%	(37,000)	(23,158)
		Total	2,858,163	2,752,822	105,341	3.69%	5,959,856	5,639,639	320,216	5.37%	38,314,556	32,681,541

CITY OF CHARLESTON
Payroll Variance Analysis
August 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Coliseum & Conv. Center	402	Regular	42,113	50,405	(8,292)	-19.69%	84,226	95,971	(11,745)	-13.95%	547,468	451,497
		IPT	7,269	-	7,269	100.00%	14,538	3,234	11,304	77.76%	94,500	91,266
		OT	4,062	2,963	1,099	27.05%	8,123	4,920	3,203	39.43%	52,800	47,880
		Total	53,444	53,368	76	0.14%	106,887	104,125	2,762	2.58%	694,768	590,643
Parking System	406	Regular	54,906	50,099	4,808	8.76%	109,813	100,694	9,119	8.30%	713,784	613,090
		IPT	3,923	3,118	805	20.52%	7,846	5,581	2,265	28.86%	51,000	45,419
		OT	1,292	954	338	26.18%	2,585	1,374	1,211	46.84%	16,800	15,426
		Total	60,122	54,171	5,951	9.90%	120,244	107,649	12,594	10.47%	781,584	673,935
Total		Regular	2,615,121	2,450,149	164,972	6.31%	5,364,118	5,073,857	290,261	5.41%	34,927,621	29,853,764
		IPT	85,689	32,948	52,742	61.55%	180,779	64,233	116,546	64.47%	617,700	553,467
		OT	273,765	382,576	(108,811)	-39.75%	647,782	727,166	(79,383)	-12.25%	4,282,587	3,555,421
		Reimb.	(2,846)	(5,311)	2,465	-86.60%	(5,692)	(13,842)	8,150	-143.17%	(37,000)	(23,158)
		Total	2,971,728	2,860,361	111,367	3.75%	6,186,987	5,851,414	335,573	5.42%	39,790,908	33,939,494

Vacancy Report:

CARE Office	1
City Manager	2
City Collector	1
Mail Room	1
Planning	1
Information Systems	1
General Services	1
Constituent Services	2
Public Works (all)	18
Police - Uniform	12
Fire - Uniform	13
Homeland Security	1
Parks & Rec	1
Total General Fund	55

**MUNICIPAL COURT
CITY OF CHARLESTON**

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

Anne B. Charnock, Judge

Conrad Lucas, Clerk

TO: Mayor Amy Shuler Goodwin
FROM: Conrad Lucas, Clerk
DATE: **Thursday September 2nd, 2021**
RE: **August 2021 Financial Information, Charleston Municipal Court**

TOTAL CITATIONS FILED: 854

Criminal Violations: 160
Traffic Violations: 694
Parking: 0
Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): \$2,659.61

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

FINANCIAL REPORT ATTACHED

cc: Judge Anne B. Charnock
Miles Cary, City Clerk
Victor Grigoraci, Treasurer
Scott Dempsey, Deputy Chief of Police
Tony Harmon, Building Department
David Potters, Office of the City Attorney
Captain Mike Pridemore, CPD
Nikki Smith, City Clerk's Office

CHARLESTON MUNICIPAL COURT
 Report For August 1, 2021 Thru August 31, 2021 FILEDST

Page: 1

 Violations by Filed Date...

CRIMINAL	160	
TRAFFIC	694	
PARKING	0	
Total Filed Violations		854

 Completed Cases...

Paid Fine...		
CRIMINAL	6	
TRAFFIC	234	
PARKING	0	
Total Paid Fines		240
Before Judge...		
CRIMINAL	6	
TRAFFIC	7	
PARKING	0	
Total Before Judge		13
Total Completed		253

 Other Completed...

DISMISS- OFFICER NOT WITH CITY

CRIMINAL	0	
TRAFFIC	3	
PARKING	0	
Total		3

DISMISSED (BY COMPLAINANT)

CRIMINAL	0	
TRAFFIC	2	
PARKING	0	
Total		2

DEFENDANT DECEASED

CRIMINAL	8	
TRAFFIC	2	
PARKING	0	
Total		10

DISMISSED OFFICER FAIL TO PROS

CRIMINAL	5	
TRAFFIC	9	
PARKING	0	
Total		14

DISMISSED (PRESENTED INSURANCE)

CHARLESTON MUNICIPAL COURT

Page: 2

Report For August 1, 2021 Thru August 31, 2021 FILEDST

CRIMINAL	0	
TRAFFIC	74	
PARKING	0	
Total		74
DISMISSED E-PROOF		
CRIMINAL	0	
TRAFFIC	7	
PARKING	0	
Total		7
DISMISSED (PRESENTED DL)		
CRIMINAL	0	
TRAFFIC	9	
PARKING	0	
Total		9
DISMISSED MISTAKEN IDENTITY		
CRIMINAL	0	
TRAFFIC	4	
PARKING	0	
Total		4
DISMISSED STORE CLOSED		
CRIMINAL	11	
TRAFFIC	0	
PARKING	0	
Total		11
DISMISSED OFF FAIL TO PROV VIN		
CRIMINAL	0	
TRAFFIC	6	
PARKING	0	
Total		6
DISMISSED (PROSECUTOR'S ORDER)		
CRIMINAL	15	
TRAFFIC	28	
PARKING	0	
Total		43
Dismissed at Officers Request		
CRIMINAL	1	
TRAFFIC	67	
PARKING	0	
Total		68
DISMISSED PRESENTED RECORDS		
CRIMINAL	0	
TRAFFIC	174	
PARKING	0	
Total		174
DISMISSED AFTER PT DIVERSION		

CHARLESTON MUNICIPAL COURT

Report For August 1, 2021 Thru August 31, 2021 Page: 3
 FILEDST

CRIMINAL	6	
TRAFFIC	11	
PARKING	1	
Total		18

Dismissed Pursuant to Plea

CRIMINAL	3	
TRAFFIC	2	
PARKING	0	
Total		5

DISMISSED VICTIM/WITNESS FTA

CRIMINAL	1	
TRAFFIC	0	
PARKING	0	
Total		1

DISMISSED WITHOUT PREJUDICE

CRIMINAL	16	
TRAFFIC	6	
PARKING	0	
Total		22

VOIDED DOCKET

CRIMINAL	0	
TRAFFIC	7	
PARKING	0	
Total		7

Total Other Completed	478
-----------------------	-----

Grand Total Completed	731
-----------------------	-----

Net Difference Filed/Complete	123
-------------------------------	-----

Warrants...

Issued...

CRIMINAL	207	
TRAFFIC	320	
PARKING	0	
Total Violations		527
Total Warrants Issued		527

Cleared...

CRIMINAL	243	
TRAFFIC	237	
PARKING	0	
Total Violations		480
Total Warrants Cleared		480

Change in Total Warrants	47
--------------------------	----

CHARLESTON MUNICIPAL COURT
Report For August 1, 2021 Thru August 31, 2021

Page: 4

FILEDST

Other Paid Cases...

Paid Fine...

Total Other Paid Fines

133

FINE FINE	\$24,762.00
LAWFND LAW ENFORCE. TRAIN STATE	\$3,209.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$1,360.00
CVC CRIME VICTIM'S FUND	\$2,327.00
ADMIN ADMINISTRATIVE COST	\$592.00
JAILF REGIONAL JAIL CORR.	\$11,856.27
REST RESTITUTION	\$2,659.61
CCF COMMUNITY CORRECTIONS FUND	\$204.00
OP OVER PAYMENT	\$42.00
PCADM PC ADMIN FEE	\$154.00
NSF NSF	\$25.00
Total Fees/Fines Paid	\$47,190.88

Monthly Report – Definition Key

Violations by Filed Date:

Violations keyed into the Court software during the month

Completed Cases:

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

Before Judge:

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

Other Completed -Dismissed (By Complainant):

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

Defendant Deceased:

Cases dismissed because the defendant died.

Dismissed Officer Fail to Pros:

Cases dismissed because the officer failed to appear in Court.

Dismissed (presented insurance):

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

Dismissed (presented DL):

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

Dismissed Mistaken Identity:

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

Dismissed (Prosecutor's Order):

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

Dismissed Presented Records:

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

Dismissed After PT Diversion:

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

Dismissed Victim/Witness FTA:

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

Dismissed without prejudice:

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

Dismissed No Drug Results:

Drug results were not received for trial.

Dismissed – Officer Not With City

Officer/Witness is no long employed by the City.

Warrants

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

Cleared:

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

Other Paid Cases:

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

Search Warrant Issued:

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

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

Bill No. 7924

Introduced in Council

September 7, 2021

Introduced by:

Adam Knauff

Passed by Council:

Referred to:

Municipal Planning Commission
Planning, Streets and Traffic

Bill No. 7924 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from a I-2 Light Industrial District to a C-8 Village Commercial District, that certain parcel of land located at 1313 Bigley Avenue being Charleston West District, Map 29, Parcel 25, Charleston, West Virginia.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from a I-2 Light Industrial District to a C-8 Village Commercial District whole of the following described parcels of land:

Parcel No. 25 as shown upon West Charleston Tax Map No. 29. Subject Parcel commonly known as 1313 Bigley Avenue, Charleston, West Virginia. Said tax map is of record in the Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 29 of this ordinance.

3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Bill No. 7927

Introduced in Council:

September 7, 2021

Introduced by:

Keeley Steele

Adopted by Council:

Referred to:

Ordinances & Rules

Bill No. 7927 - A BILL to amend the Municipal Code of the City of Charleston, as amended, by amending and reenacting Sections 2-531, 2-532, 2-533, and 2-534; and by amending said code by repealing Sections 2-681, 2-682, 2-683, and 2-684, all relating to reorganizing certain city commissions; creating the public art commission; eliminating the beautification commission and wayfinding commission; setting forth the composition, terms, and certain procedural requirements of the public art commission; declaring the public art commissions powers and duties; providing rule-making authority for the public art commission; and requiring an annual report from the public art commission.

WHEREAS, there is a need to continually evaluate the organization of city government; and

WHEREAS, the stated duties of the beautification commission and wayfinding commission have largely been managed by city employees and private groups, such as the various garden clubs and community associations; and

WHEREAS, the beautification commission last filed an annual report for calendar year 2011 and the wayfinding commission last filed an annual report for calendar year 2017; and

WHEREAS, there has been a growing focus within the City of Charleston on public art making the creation of a Public Art Commission a logical next step for the advancement of public art; and

WHEREAS, excellent and innovative public art projects are created with a strong infrastructure for planning, advocacy, funding, and maintenance; and

WHEREAS, the Mayor and City Council are dedicated to promoting a vibrant arts culture in the City of Charleston by providing infrastructure through the implementation of a comprehensive public art strategy; and

WHEREAS, having this infrastructure in place will create a sustainable public art program in Charleston.

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

That Sections 2-531, 2-532, 2-533, and 2-534 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted, and that Sections 2-681, 2-682, 2-683, and 2-684 of said code be repealed, all to read as follows:

CHAPTER 2. – ADMINISTRATION.

ARTICLE VII. – BAORDS, COMMITTEES AND COMMISSIONS.

DIVISION 2. - BEAUTIFICATION COMMISSION-PUBLIC ART COMMISSION.

~~Sec. 2-531. - Created; composition; appointment, term and compensation of members; filling vacancies.~~ Public Art Commission created.

There is hereby created the "City of Charleston Public Art Commission" and it shall exist as an agency of the city to provide planning, advocacy, and funding of public art projects in the city. The Public Art Commission shall be staffed by the City's Director of the Office of Public Art.

The Municipal Beautification Commission previously created in this division is hereby eliminated. There is created the "Municipal Beautification Commission of Charleston." The commission shall consist of 12 members who shall be appointed by the mayor and confirmed by the city council. All members shall be appointed for terms of three years each and until their successors are duly appointed and qualified; and, to provide staggered terms of office, four members shall be appointed on or before September 19 of each year, to take office on September 19 of the year in which appointed. Vacancies occurring other than by reason of expiration of term of office shall be filled for the unexpired term only. Members shall serve without compensation.

~~Sec. 2-532. - Annual organizational meeting; officers; rules; meetings.~~ Composition and organization of commission.

(a) Composition. The City of Charleston Public Art Commission shall consist of nine members, each appointed by the Mayor. Of the nine members, one shall be an artist that is experienced or informed about public art, one shall be a member of City Council, one shall be an art professional, such as an artist, curator, administrator, art historian, or educator, one shall be an urban planner or developer, one shall be an architect, landscape architect, or a horticulturist, and four shall be members of the general public who work or reside in Charleston.

(b) Terms of Service. To provide staggered terms, the initial appointments of members other than the council member shall be made such that two appointments are for a 1-year term, two appointments are for a 2-year term, two appointments are for a 3-year term, and two appointments are for a 4-year term. Each such member shall serve until their successors are duly appointed and qualified. Following the initial appointments, all appointments shall be for a term of four years. The council member of the commission shall serve for a term coextensive with their term as a member of

council. Vacancies other than by reason of expiration of term of office shall be filled for the unexpired term only.

(c) Service without compensation. All members shall serve without compensation, but may be reimbursed for reasonable expenses arising out of the performance of their duties provided there has been advance approval for such expenses from the Director of the Office of Public Art.

(d) Governance. Members of the commission shall select annually from its membership a chair, a vice-chair, and any other officers as it determines necessary for the performance of its duties. The commission may adopt such rules or by-laws as may be necessary for the transaction of its business.

(e) Meetings. Meetings of the commission shall be open to the public and be properly noticed in accordance with the Open Governmental Proceedings Act, West Virginia Code Chapter 6, Article 9A. The commission shall meet quarterly, and may meet more frequently if it elects. The Director of the Office of Public Art shall provide an agenda for meetings of the commission to the City Clerk for posting consistent with the Open Governmental Proceedings Act at least three business days prior to any meeting.

(f) Quorum. A majority of the members of the commission shall constitute a quorum. A majority vote of the members present at a meeting shall be required for any action or decision of the commission.

~~At its first meeting after the appointment of new members each year, the beautification commission shall elect from its membership a chairman, secretary and such other officers as it determines to be necessary for the performance of its duties. The commission shall adopt such rules and hold such meetings as shall be necessary or convenient for the transaction of its business.~~

Sec. 2-533. – Duties Powers and duties.

(a) The public art commission's duties shall include, but not be limited to:

(1) Identifying opportunities to collaborate on commissions for public art and educational programs with other organizations and committees;

(2) Identifying resources outside of the Charleston Fund for Public Art for commissioning new work, conservation, maintenance, and educational programs within the city;

(3) Approving requests for the placement of a mural on any outside wall, façade or other surface of a building or structure within the City.

(4) Working with the Office of Public Art to create a Public Art Strategy for the City of Charleston, which shall include a flexible road map for acquisition and maintenance of public art based on available opportunities and funding sources.

~~(a) It shall be the duty of the beautification commission to advise and recommend to the mayor or the city council such programs or projects as would, in the opinion of the commission, improve the beauty and general welfare of the city.~~

~~_____ (b) The mayor or the council may request the advice or cooperation of the commission for any project or program connected with the beautification, cleanliness or general welfare of the city.~~

~~_____ (c) The commission shall submit an annual report to the mayor, generally outlining its program and progress during the previous year.~~

~~_____ (d) It shall be the duty of the commission to maintain Davis Park, Slack Plaza, Brawley Walkway, Shanklin Park, Elk River Park and Ruffner Park and to promulgate rules and regulations for the use of such parks.~~

~~_____ (e) It shall be the duty of the commission to review all proposed supergraphics to ensure that such supergraphics are in keeping with the intended location and are free from expressed or implied commercial, political or religious advertisement.~~

~~_____ (f) The commission shall approve recommendations for expenditures from the municipal beautification project fund.~~

~~_____ (g) The commission shall, upon recommendation of the department head, approve the citywide consulting horticulturalist and make this recommendation to the finance committee and the city council.~~

~~_____ (h) The commission shall serve as the tree board for the city.~~

Sec. 2-534. - Expenses of members; finances. Finances and reporting.

~~_____ The commission shall prepare an annual report of the Public Arts Strategy and an annual budget that incorporates allocations from Charleston's Fund for Public Art and any other available funding sources. The annual term for the report and budget shall be based on the city's fiscal year. The report and budget shall be presented to council annually at the second meeting in December.~~

~~_____ Members of the beautification commission shall be reimbursed by the city for their actual expenses incurred in connection with the performance of their duties, and the city council may appropriate such funds as it deems appropriate to finance the activities of the commission.~~

DIVISION 8. – WAYFINDING COMMISSION.

Sec. 2-681. – Creation, composition, term of members, vacancies, compensation.

~~_____ There is hereby continued the Wayfinding Commission. The commission shall consist of eleven voting members who shall be appointed by the mayor and confirmed by Charleston City Council. Of these eleven members, at least one shall be selected from the Municipal Beautification Commission; at least one shall represent the Charleston Area Alliance; at least one shall represent the Charleston Convention and Visitor's Bureau; at least one shall represent the Kanawha County Commission; at least one shall be selected from Charleston City Council; and at least one shall represent the City of South Charleston. The term of each member shall be three years and membership shall be staggered so that the terms of four members shall expire in each of two successive years and the terms of three members shall expire in each third year. In the case of a vacancy during a term, a replacement member shall serve the remainder of the term. Members of the commission shall serve without compensation.~~

~~Those members selected from any entity named above shall serve so long as they are acting members of or represent such entity.~~

~~Sec. 2-682. – Organization.~~

~~—— (a) The commission shall select annually from its membership a chairman, vice chairman, secretary and other officers as it determines necessary for the performance of its duties. A majority of the members of the commission will constitute a quorum. No action of the commission shall be official, unless authorized by a majority of the commission.~~

~~—— (b) The commission shall adopt such rules and hold such meetings as shall be necessary or convenient for the transaction of its business.~~
~~(Bill. No. 6936, § 2-182, 11-4-2002; Bill No. 7043, 3-15-2004; Bill No. 7201, 7-3-2006)~~

~~Sec. 2-683. – Duties and powers.~~

~~—— (a) The commission shall: (i) create, oversee and review a directional sign system for residents and visitors to major public areas, destinations and places in the city and its environs, (herein the "Wayfinding System"); (ii), promote and regulate the use of banners and other decorations to identify districts, places of interest, and arts, sports and other public events; (iii) create, oversee, and reviews signs in all parks owned or operated by the city; and (iv) pursue and implement plans and goals adopted from time to time by city council. For such purposes the commission shall have the authority to create, use, regulate and develop the following:~~

- ~~—— (a) Geographic districts and their boundaries included in the Wayfinding System;~~
- ~~—— (b) Destination and attraction signs included in the Wayfinding System;~~
- ~~—— (c) Banners and decorations in public rights-of-way;~~
- ~~—— (d) District colors;~~
- ~~—— (e) Graphic logos for the districts;~~
- ~~—— (f) A Charleston Area Wayfinding Map;~~
- ~~—— (g) Signs in parks owned or operated by the city;~~
- ~~—— (h) A long-term maintenance program for sustaining signs, banners and other decorations;~~
- ~~—— (i) Policies and procedures regarding licensure and/or fair use of registered, copywrited, or otherwise legally protected designs, logos, maps, signs or other intellectual property of the Wayfinding Commission; and~~
- ~~—— (j) Placement, location and removal of directional signs, signs in parks,, banners and decorations.~~

~~—— (b) The commission shall report to city council the plan and design of signs, the identification of geographic districts, and the assignment of district colors and any changes thereto.~~

~~Sec. 2-684. – Finances and reports.~~

~~—— (a) The commission shall have power and authority to raise funds and to maintain operating accounts for the receipt and disbursement of funds for the purposes~~

220 ~~stated in this division. The commission shall also have power and authority to create a~~
221 ~~permanent endowment fund to be used and administered for the purposes stated in this~~
222 ~~division. The operating accounts and endowment fund shall be subject to periodic audit~~
223 ~~by the city. The commission shall provide monthly statements to the city for all~~
224 ~~operating accounts and annual statements for the endowment fund.~~

225 ~~—— (b) City council may appropriate funds as it deems necessary to finance the~~
226 ~~activities and expenses of the commission. Members of the commission may seek~~
227 ~~reimbursement by the commission for their reasonable actual expenses incurred in~~
228 ~~connection with the performance of their duties. The city shall not otherwise obligate~~
229 ~~itself to fund the activities or expenses of the commission.~~

230 ~~—— (c) By February 1 of each year the commission shall make an annual report to~~
231 ~~city council of its activities, a financial report showing receipts and expenditures from~~
232 ~~any accounts maintained by it and the status of any endowment funds.~~

233

Bill No. 7928

Introduced in Council:

September 7, 2021

Adopted by Council:

Introduced by:

**Shannon Snodgrass, Adam Knauff,
Bruce King and Courtney Persinger**

Referred to:

**Ordinance and Rules
and Finance**

Bill No. 7928 - A BILL to amend and reenact Section 2-138 of the Municipal Code of the City of Charleston, as amended, relating to updating restrictions on municipal officers and employees eligibility for certain grant funds; creating exceptions; and creating criminal and other penalties for violation.

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

That Section 2-138 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

ARTICLE IV. – OFFICERS AND EMPLOYEES.

DIVISION 1. – GENERALLY.

Sec. 2-138. - Standards of conduct of city officers and employees for federal grants; penalties.

(a) No municipal officer or employee for the city shall accept or receive directly or indirectly from any person known by such officer or employee to be interested in any bid, contract or purchase, by rebate, gift or otherwise, any money or other thing of value whatsoever or any promise, obligation or contract for future reward or compensation when such contract is to be funded in whole or in part by any federal grant funds. Any contract or purchase funded solely by nonfederal funds shall be governed by the provisions of W. Va. Code ch. 61, art. 5A (W. Va. Code § 61-5A-1 et seq.) relating to bribery and corrupt practices.

(b) No Municipal Officer, employees of the Mayor's office or heads of departments, their immediate family members or business in which such person has a direct financial benefit can financially benefit either directly or indirectly from funding from the city of Charleston. No municipal officer or employees in the Mayor's office, heads of departments, immediate family member, or business in which such person has a direct financial benefit shall accept or receive any grant, incentives, or funding from the city or administered through the city, unless receiving such grant, incentives, or funding is based in part upon the person's low- or moderate-income status, as defined by the United States Department of Housing and Urban Development. This prohibition includes direct financial payments, grants, land or property to the municipal officer, employees on the Mayor's office, heads of departments from third parties that first

35 received city funding in order to fund their own programs.

36

37 (c) Any person violating subsection (a) or (b) of this section relating to federal
38 funds or city administered grants shall be guilty of a misdemeanor and upon conviction
39 shall be punished by a fine not exceeding \$500.00 or by imprisonment not exceeding
40 30 days or by both fine and imprisonment. In addition to the criminal penalty, such
41 officer or employee shall be subject to such disciplinary action as may be appropriate;
42 and any such contract or purchase entered into or grant awarded shall be null and void.

43

44

45

46

47

48

49

50

51

52

53

54