



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, October 4, 2021
6:15 PM

CITY COUNCIL CHAMBERS, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 9-20-2021

II. RESOLUTIONS:

- a. Resolution No. 539-21 - Authorizing settlement of pending disputed claims against the City in the matters known as Walter R. Myers, et al. v. City of Charleston, et al., Civil Action No. 2:19-cv-00757 and Certain Underwriters at Lloyds, London Subscribing to Certificate No. PL1007017 v. City of Charleston, et al., Civil Action No. 2:21-cv-00344.
- b. Resolution No. 540-21 - Authorizing the Mayor or City Manager to enter into a contract with Benchmark Construction Company Incorporated to construct a walking trail, bicycle pump track, and disc golf course at Cato Park.
- c. Resolution No. 541-21 - Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company to substantially repair a sidewalk along Chesterfield Avenue.
- d. Resolution No. 542-21 - Authorizing the Mayor or City Manager to enter into a 5 year contract with Axon Enterprise, Inc. for the purchase of 90 conducted electrical weapons and associated equipment.
- e. Resolution No. 543-21 - Authorizing approval of Amendment No. 3 of the FY 2021—2022 General Fund Budget as indicated on the attached list of accounts.

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

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., SEPTEMBER 20, 2021
COUNCIL CHAMBERS, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., September 20, 2021.

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

Bobby Reishman, Vice Chair
Ben Adams
Brent Burton (not present for approval of the previous minutes)
Becky Ceperley
Mary Beth Hoover
Chad Robinson

Absent:
Joseph Jenkins, Chair

Other Councilmembers present:
None

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Ceperley asked for unanimous consent to dispense with the reading of the minutes for the September 7, 2021 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 535-21 – Authorizing the Mayor or City Manager to enter into a contract with Atlantic Emergency Solutions in the amount of \$185,002.00 to purchase a 2022 Ford F-450 4x4 Gas Ambulance for the Charleston Fire Department, where the purchase price was determined through a competitively-sourced contract administered by the Houston-Galveston Area Council, a purchasing cooperative available to state and local governments across the United States.

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

That the Mayor or City Manager is authorized to enter into a contract with Atlantic Emergency Solutions in the amount of \$185,002.00 to purchase a 2022 Ford F-450 4x4 Gas Ambulance for the Charleston Fire Department, where the purchase price was determined through a competitively-sourced contract administered by the Houston-Galveston Area Council, a purchasing cooperative available to state and local governments across the United States.

City Manager, Jonathan Storage, added that the City will be using a contract administered by the Houston-Galveston Area Council.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Vice Chair Reishman declared Resolution No. 535-21 approved.

- b. Resolution No. 536-21 – Authorizing the Executive Director of the Charleston Coliseum and Convention Center to enter into a contract with Evan Corporation in the amount of \$134,810.00 to design and install a horizontal lifeline fall protection system in the Charleston Coliseum as the result of a competitive bidding process.

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

That the Executive Director of the Charleston Coliseum and Convention Center is authorized to enter into a contract with Evan Corporation in the amount of \$134,810.00 to design and install a horizontal lifeline fall protection system in the Charleston Coliseum as the result of a competitive bidding process. The City Solicitor is directed to approve the contract as to form prior to its execution.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Vice Chair Reishman declared Resolution No. 536-21 approved.

- c. Resolution No. 538-21 - Authorizing the Mayor or City Manager to enter into a contract with Atlantic Emergency Solutions in the amount of \$94,419.10 to purchase fourteen Self-Contained Breathing Apparatuses ("SCBA") complete with AV3000 facepieces and cylinders and ten SCBA cylinders for the Charleston Fire Department, where the purchase price was determined through a competitively-sourced contract administered by the Houston-Galveston Area Council, a purchasing cooperative available to state and local governments across the United States.

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

Authorizing the Mayor or City Manager to enter into a contract with Atlantic Emergency Solutions in the amount of \$94,419.10 to purchase fourteen SCBAs complete with AV3000 facepieces and cylinders and ten SCBA cylinders for the Charleston Fire Department, where the purchase price was determined through a competitively-sourced contract administered by the Houston-Galveston Area Council, a purchasing cooperative available to state and local governments across the United States.

Storage added that part of the equipment will be purchase with Capital Outlay funds as well as some Federal and State Homeland Security funds. The purchase will also go through the Houston-Galveston Area Council contract method.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Vice Chair Reishman declared Resolution No. 538-21 approved.

Councilmember Ceperley motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 539-21

Introduced in Council:

Adopted by Council:

October 4, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 539-21 - Authorizing settlement of pending disputed claims against the City in the matters known as Walter R. Myers, et al. v. City of Charleston, et al., Civil Action No. 2:19-cv-00757 and Certain Underwriters at Lloyds, London Subscribing to Certificate No. PL1007017 v. City of Charleston, et al., Civil Action No. 2:21-cv-00344, both of which are in the United States District Court for the Southern District of West Virginia, as recommended by the City Solicitor.

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

That the City Council hereby authorizes and approves the settlement of pending disputed claims against the City in the matters known as Walter R. Myers, et al. v. City of Charleston, et al., Civil Action No. 2:19-cv-00757 and Certain Underwriters at Lloyds, London Subscribing to Certificate No. PL1007017 v. City of Charleston, et al., Civil Action No. 2:21-cv-00344, both of which are in the United States District Court for the Southern District of West Virginia, for a full and final payment by the City of Charleston in the amount of \$300,000, as recommended by the City Solicitor. The City Council authorizes the City Solicitor and City Manager to take all necessary steps to finalize resolution of the claims.

Resolution No. 540-21

Introduced in Council:

Adopted by Council:

October 4, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 540-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Benchmark Construction Company Incorporated in the amount of \$278,850 to construct a
3 walking trail, bicycle pump track, and disc golf course at Cato Park.

4

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

6

7 That the Mayor or City Manager is authorized to enter into a contract with Benchmark
8 Construction Company Incorporated in the amount of \$278,850 to construct a walking trail,
9 bicycle pump track, and disc golf course at Cato Park.

Cato Trail, Pump- Track, Disc Golf Project #: P206/21-137
Bid Opening Date 9/27/21

			Benchmark Construction PO Box 1018 Hurricane WV 25526 304-881-1735 tim@bmcwv.com		Steorts Home Design & Construction 97 Chase Drive Hurricane WV 304-760-6018 jsteorts@steortshomes.com		Tempo Construction LLC. PO Box 40028 Charleston WV 25364 304-741-5588 mary.cleland@tempowv.com	
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item total
Item 3.01 – Mobilization (≤5%)	LS	1	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$7,000.00	\$7,000.00
Item 3.02 – Erosion & Sediment Control	LS	1	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$18,000.00	\$18,000.00
Item 3.03 – Wooden Trail Bridge	LS	1	\$9,000.00	\$9,000.00	\$7,050.00	\$7,050.00	\$24,000.00	\$24,000.00
Item 3.04 – Cut & Fill Excavation	SY	5500	\$10.00	\$55,000.00	\$35.00	\$192,500.00	\$18.75	\$103,125.00
Item 3.05 – Engineering Fabric	SY	4300	\$1.50	\$6,450.00	\$0.90	\$3,870.00	\$1.70	\$7,310.00
Item 3.06 – Base Aggregate	CY	500	\$130.00	\$65,000.00	\$60.00	\$30,000.00	\$195.00	\$97,500.00
Item 3.07 – Top Aggregate	CY	250	\$150.00	\$37,500.00	\$60.00	\$15,000.00	\$192.00	\$48,000.00
Item 3.08 – Pump-Track	LS	1	\$20,000.00	\$20,000.00	\$33,000.00	\$33,000.00	\$45,000.00	\$45,000.00
Item 3.09 – Grass Seed & Straw Mulch	LS	1	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$22,000.00	\$22,000.00
Item 3.10 – Allowances	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Item 3.11 – Disc Golf Tee Pad	EA	36	\$550.00	\$19,800.00	\$1,440.00	\$51,840.00	\$990.00	\$35,640.00
Item 3.12 – Disc Golf Target Sleeve	EA	37	\$300.00	\$11,100.00	\$285.00	\$10,545.00	\$430.00	\$15,910.00
Base Bid Total			\$278,850.00		\$396,805.00		\$448,485.00	
Local Vendor Preference (4%)			 (\$5,000) \$273,850.00		(\$5,000) \$391,805.00		(\$5,000) \$443,485.00	

Resolution No. 541-21

Introduced in Council:

Adopted by Council:

October 4, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 541-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 McClanahan Construction Company to substantially repair a sidewalk along Chesterfield
3 Avenue.

4

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

6

7 That the Mayor or City Manager is authorized to enter into a contract with McClanahan
8 Construction Company in the amount of \$259,950 to substantially repair a sidewalk along
9 Chesterfield Avenue.

CHESTERFIELD AVENUE SIDEWALK PROJECT #:E209/21-140
Bid Opening Date 9/23/21

			McClanahan Construction 744 Poca Road Poca WV 25159 304-766-3355 Bruce@mcclanahanconstruction.com		Garcie R. Marker & Sons 1119 Jefferson Road South Charleston WV 25309 304-744-0590 grmarkersons@aol.com		SQP Construction 281 Smiley Drive Albans WV 25177 440-9200 dgatewood@sqpgc.com		Wolf Creek Contracting 403 Waterton Road Waterford OH 45786 740-749-3459 mwyscarver@wolfcreekcontractors.com	
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item total	Unit Cost	Item Total
Item 3.01 – Mobilization (≤5%)	LS	1	\$11,930.00	\$11,930.00	\$10,000.00	\$10,000.00	\$13,195.00	\$13,195.00	\$8,892.94	\$8,892.94
Item 3.02 – Traffic Control	LS	1	\$11,500.00	\$11,500.00	\$19,500.00	\$19,500.00	\$21,100.00	\$21,100.00	\$23,336.99	\$23,336.99
Item 3.03 – Concrete Ramp and Sidewalk	SF	8,150	\$17.00	\$152,150.00	\$22.00	\$196,900.00	\$15.71	\$140,625.00	\$15.55	\$139,172.50
Item 3.04 – Concrete Sidewalk Drain	EA	4	\$2,850.00	\$11,400.00	\$1,200.00	\$4,800.00	\$1,325.00	\$5,300.00	\$1,662.96	\$6,651.84
Item 3.05 – Integral Curb Front	LF	2250	\$17.00	\$38,250.00	\$24.00	\$54,000.00	\$22.46	\$50,525.00	\$33.26	\$74,835.00
Item 3.06 – Integral Curb Back	LF	950	\$17.00	\$16,150.00	\$48.00	\$45,600.00	\$23.21	\$22,050.00	\$33.26	\$31,597.00
Item 3.07 – Handrail	LF	70	\$80.00	\$5,600.00	\$150.00	\$10,500.00	\$61.43	\$4,300.00	\$80.54	\$5,637.80
Item 3.08 – Rip Rap Ditch	TN	85	\$122.00	\$10,370.00	\$90.00	\$7,560.00	\$76.47	\$6,500.00	\$70.78	\$6,016.30
Item 3.09 – Detectable Warning Surface	EA	13	\$200.00	\$2,600.00	\$250.00	\$3,250.00	\$326.92	\$4,250.00	\$155.51	\$2,021.63
Base Bid Total			\$259,950.00		\$352,200.00		\$267,845.00		\$298,162.00	
Local Vendor Preference (4%)			 (\$5,000) \$254,950.00		(\$5,000) \$347,200.00		(\$5,000) \$262,845.00		(\$5,000) \$293,162.00	

CHESTERFIELD AVENUE SIDEWALK PROJECT #:E209/21-140
Bid Opening Date 9/23/21

Resolution No. 542-21

Introduced in Council:

Adopted by Council:

October 4, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 542-21 - Authorizing the Mayor or City Manager to enter into a five-year
2 contract with Axon Enterprise, Inc., in the amount of \$298,850 for the purchase of 90
3 conducted electrical weapons ("CEW") and associated equipment and supplies, where the
4 vendor is a sole source provider of the Taser 7 CEW.

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 five-year contract with Axon
9 Enterprise, Inc., in the amount of \$298,850 for the purchase of 90 conducted electrical
10 weapons ("CEW") and associated equipment and supplies, where the vendor is a sole source
11 provider of the Taser 7 CEW.



AXON

Charleston Police Department - WV

AXON SALES REPRESENTATIVE

Josh Sparks

jsparks@axon.com

ISSUED

5/20/2021

Q-300161-44339.603JS

1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-300161-44339.603JS

Issued: 05/20/2021

Quote Expiration: 08/31/2021

Account Number: 111086

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Josh Sparks

Phone:

Email: jsparks@axon.com

Fax:

PRIMARY CONTACT

Shawn Midkiff

Phone: (304) 348-1091

Email: shawn.midkiff@charlestonwvpolice.org

SHIP TO

Shawn Midkiff
Charleston Police Department - WV
501 Virginia Street East
Charleston, WV 25301
US

BILL TO

Charleston Police Department - WV
P.O. BOX 2749
Charleston, WV 25330
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	90	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	90	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		80	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		10	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		2	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		270	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		270	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		90	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		90	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		108	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4- YEAR		108	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	1,500.00	1,500.00	1,500.00
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		1	300.00	300.00	300.00
Other						
20430	TASER 7 CERTIFICATION BUNDLE HEADER	60	90	0.00	0.00	0.00
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	90	690.00	510.00	45,900.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
Services						
85147	CEW STARTER		1	2,750.00	2,750.00	2,750.00
					Subtotal	50,450.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	50,450.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		3	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		3	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	90	690.00	690.00	62,100.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						62,100.00
Estimated Tax						0.00
Total						62,100.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	90	690.00	690.00	62,100.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	62,100.00
					Estimated Tax	0.00
					Total	62,100.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	90	690.00	690.00	62,100.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	62,100.00
					Estimated Tax	0.00
					Total	62,100.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	90	690.00	690.00	62,100.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	62,100.00
					Estimated Tax	0.00
					Total	62,100.00
					Grand Total	298,850.00

Discounts (USD)

Quote Expiration: 08/31/2021

List Amount	315,050.00
Discounts	16,200.00
Total	298,850.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	50,450.00
Spares	0.00
Year 2	62,100.00
Year 3	62,100.00
Year 4	62,100.00
Year 5	62,100.00
Grand Total	298,850.00

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Josh Sparks at jsparks@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

4/20/2021

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER Energy Weapon Descriptions

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger



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down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P energy weapons



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- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for energy weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 20012
 - Close Quarter cartridge, 12 degrees, Model 20013
4. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
5. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
6. Power Modules for TASER 7 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
7. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763



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8. Power Modules (Battery Packs) for X26P and X2 energy weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
9. TASER 7 Dock:
 - TASER 7 Dock Core and Multi-bay Module: 74200
10. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
12. Energy Weapon Holsters:
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
13. TASER Simulation Suit II Model 44550
14. TASER 7 conductive target Model: 80087

TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)



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5. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
6. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
7. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
8. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years.
9. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
10. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
11. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.



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SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS WEST VIRGINIA	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group, and Safariland is a trademark of Safariland, LLC.

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Resolution No. 543-21

Introduced in Council:

Adopted by Council:

October 4, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 543-21 - Authorizing approval of Amendment No. 3 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. 3 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. 3 - October 4, 2021

Account No.	Department	Account Description	Amount
001 369 00 0000	Revenue	Transfers from Other Funds	(33,000)
001 436 00 000 2 230	Building Commission	Contracted Services	33,000
Transfer of lien redemption proceeds from the Special Demolition Fund to fund additional demolitions.			
001 377 00 0001	Capital Lease Revenue - Installment Purchases		(298,850)
001 976 00 700 4 459	Capital Outlay - Public Safety	Capital Outlay - Equipment	298,850
001 699 00 000 5 598	Contingency	Contingency	(50,450)
001 976 00 700 4 461	Capital Outlay - Public Safety	Lease Purchase Payment	50,450
To purchase 90 conducted electrical weapons, including startup costs and training, using a no-interest installment plan offered by the vendor and to pay for the Year 1 installment payment for the purchase of conducted electrical weapons.			

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