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, November 15, 2021
6:15 PM
CITY COUNCIL CHAMBERS, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 11-1-2021

II. RESOLUTIONS:

a. Resolution No. 553-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security for funds to purchase a server and external hard drives for the Charleston Police Department's Criminal Investigation Division.

b. Resolution No. 554-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security for funds to perform a cyber security assessment of the City's computer network.

c. Resolution No. 555-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security for funds to purchase stop the bleed kits for Charleston Police Department patrol vehicles.

d. Resolution No. 556-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security for funds to provide maintenance and repairs to the radio towers utilized by the Charleston Fire and Police.

e. Resolution No. 557-21 - Authorizing the Mayor or City Manager to purchase playground equipment etc. from Miracle Recreation Equipment for the Beatrice Street Park.

f. Resolution No. 558-21 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority on November 17, 2021.

g. Resolution No. 559-21 - Authorizing approval of Amendment No. 5 of the FY 2021—2022 General Fund Budget.

h. Resolution No. 560-21 - Authorizing the Mayor or City Manager to enter into a contract with Nitro Construction for the purchase and installation of indoor and outdoor security cameras for the North Charleston Community Center.

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

MINUTES

FINANCE COMMITTEE MEETING

6:15 P.M., OCTOBER 18, 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., October 18, 2021.

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

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Ben Adams
Brent Burton
Becky Ceperley
Mary Beth Hoover
Chad Robinson

Absent:
None

Other Councilmembers present:
Keeley Steele
Bobby Haas
Bruce King

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the October 18, 2021 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 549-21 Authorizing the Finance Director to amend the 2021 Community Development Block Grant budgets as indicated on the accounts listed below.

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

That the Finance Director is hereby authorized and directed to amend the 2021 Community Development Block Grant budgets as indicated on the accounts listed below:

Account Number	Description	Amount
009-021-00-054-0-999	Kanawha Valley Senior Services	(9,500.00)
009-021-00-199-0-999	Contingencies	9,500.00
009-021-00-011-0-999	Covenant House – change of scope only	9,000.00

The City proposes to reduce CDBG funding for the Kanawha Valley Senior Service activity originally allocated for a crosswalk. Funds will now be used for two flashing safety signs. In addition, Covenant House has requested a change of scope for a different direct service position and miscellaneous outreach supplies. Written comments regarding the proposed changes may be made to MOECD, 105 McFarland Street, Charleston, WV 25301; fax (304)348-0704 or e-mail MOECD@cityofcharleston.org until 4:00 p.m., November 1, 2021.

Director of MOECD, Andy Backus, added that the budget is being amended to cover signage as well as to put money into the Contingency Fund. Additionally, a position at the Covenant House was absorbed into another position, and a new position has been created which is the Health Equity Outreach Counselor. All of the amendments are permissible by HUD rules.

Councilmember Adams confirmed with Backus that the signage was at the request of Kanawha Valley Senior Services.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 549-21 approved.

b. Resolution No. 550-21 – A Resolution authorizing the City Manager or his designee to enter into a lease renewal for space in 601 Morris Street with Yoga Power LLC, for the purpose of operating a yoga studio for a term of five (5) years at a monthly rental amount of $7,500.00, with an option of a monthly credit of $1,000.00 in exchange for providing free yoga classes to City employees.

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

That, upon final review and approval of the lease by legal counsel, the City Manager or his designee is hereby authorized to enter into lease for space in 601 Morris Street with Yoga Power LLC, for the purpose of operating a yoga studio for a term of five (5) years at a monthly rental amount of $7,500.00, with an option of a monthly credit of $1,000.00 in exchange for providing free yoga classes to City employees.

City Manager, Jonathan Storage, added that the City originally entered into a lease agreement with Yoga Power in 2016. According to the terms of their lease, Yoga Power has an option to renew for a five-year term, which they are requesting.

Councilmember Robinson confirmed with Storage that the business is caught up with their lease.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 550-21 approved.

c. Resolution No. 551-21 - Authorizing "Citizen Appreciation Parking" for November 27, 2021, December 4, 2021, December 11, 2021, December 18, 2021, December 25, 2021, and January 1, 2022. "Citizen Appreciation Parking" shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately $1,600 per Saturday.

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

   That "Citizen Appreciation Parking" is authorized for November 27, 2021, December 4, 2021, December 11, 2021, December 18, 2021, December 25, 2021, and January 1, 2022. "Citizen Appreciation Parking" shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately $1,600 per Saturday.

Parking Director, Terri Allen, added that this is a yearly resolution to provide free parking to citizens for certain days over the Holidays.

Councilmember Jenkins confirmed with Allen that this is the same as last year.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 551-21 approved.

d. Resolution No. 552-21 - Authoring the Mayor or City Manager to approve Change Order No. 1 to the City's Concrete Sidewalk and Accessible Ramp Project Agreement—Summer 2021— in the amount of $36,312.50 to permit the installation of new sidewalk in the 1900 block of Washington Street, West, raising the total contract amount to $493,800.00.

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

   That the Mayor or City Manager is authorized to approve Change Order No. 1 to the City's Concrete Sidewalk and Accessible Ramp Project Agreement—Summer 2021— in the amount of $36,312.50 to permit the installation of new sidewalk in the 1900 block of Washington Street, West, raising the total contract amount to $493,800.00.

City Engineer, Chris Knox, added that the change order will add a section of sidewalk from Orchard Manor to 21st Street. The prices are based on the current contract.

Councilmember Robinson confirmed with Knox that the area is located within Ward 1. The amendment is for an addition 1,400 square feet. Additionally, this will be for new sidewalks and ramps.

Councilmember Jenkins added that he was given to understand that this project was in part to help children get to the North Charleston Rec Center more safely. He asked if they would be able to coordinate with the State to install a crosswalk. Knox replied that he believed there would be one on 21st Street. Storage added that the new contract proves listed of $493,800.00 is for the City-wide total concrete sidewalk/curb/ramp project.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 552-21 approved.

Councilmember Reishman motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 553-21

Introduced in Council: November 15, 2021

Adopted by Council: ______

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 553-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of $31,550 and administer any funds awarded. These funds will be utilized to purchase a server and external hard drives for the Charleston Police Department's Criminal Investigation Division.

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

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of $31,550 and administer any funds awarded. These funds will be utilized to purchase a server and external hard drives for the Charleston Police Department's Criminal Investigation Division.

Resolution No. 554-21

Introduced in Council: November 15, 2021

Adopted by Council: ______

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 554-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of $59,000 and administer any funds awarded. These funds will be used to perform a cyber security assessment of the City’s computer network.

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

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of $59,000 and administer any funds awarded. These funds will be used to perform a cyber security assessment of the City’s computer network.

Resolution No. 555-21

Introduced in Council: Adopted by Council:

November 15, 2021 ______

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 555-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of $10,000 and administer any funds awarded. These funds will be utilized to purchase stop the bleed kits for Charleston Police Department patrol vehicles.

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

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of $10,000 and administer any funds awarded. These funds will be utilized to purchase stop the bleed kits for Charleston Police Department patrol vehicles.

Resolution No. 556-21

Introduced in Council: Adopted by Council:

November 15, 2021 ______

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 556-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of $25,000 and administer any funds awarded. These funds will be utilized to provide maintenance and repairs to the radio towers utilized by the Charleston Fire and Police.

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

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of $25,000 and administer any funds awarded. These funds will be utilized to provide maintenance and repairs to the radio towers utilized by the Charleston Fire and Police.

Resolution No. 557-21

Introduced in Council:	Adopted by Council:
November 15, 2021	
Introduced by:	Referred to:
Joseph Jenkins	Finance

Resolution No. 557-21 - Authorizing the Mayor or City Manager to purchase playground equipment, a shade system, a bench, a table, a playground border, and woodchip surface from Miracle Recreation Equipment in the amount of $28,461 for the Beatrice Street Park, where the contract price was determined through a competitively-sourced contracted through Sourcewell, a government purchasing cooperative administered by the State of Minnesota.

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

That the Mayor or City Manager is authorized to purchase playground equipment, a shade system, a bench, a table, a playground border, and woodchip surface from Miracle Recreation Equipment in the amount of $28,461 for the Beatrice Street Park, where the contract price was determined through a competitively-sourced contracted through Sourcewell, a government purchasing cooperative administered by the State of Minnesota.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 11/3/21

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: Playground equipment, shade system, bench, + table. Playground border and wood chip surface.

Purchase justification: Beatrice St. Park playground project. Being purchased through sourcewell contract

If approved, the total purchase price will be: $28,461.00

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. Miracle Recreation Equip Price Quote: $ 28,461.00

2. ______________________ Price Quote: $__________

3. ______________________ Price Quote: $__________

4. ______________________ Price Quote: $__________

5. ______________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: Miracle Recreation Equip.

AND

☑ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with ______________________ because:

____

____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

____

____

____

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

*(Name & Phone Number)*______________________

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) ____________________

____

Request Submitted By: Rashawn Sayles Department: Parks & Recreation

Is this purchase being paid with grant funds? [X] Yes [ ] No

TGKVF Donation

****

Funds Approval: ____________________ Date: 11/4/2021

Authorized Financial Officer

Account Number: Council Approval Needed 220-979-00-900-4-458 project code: beatrice-0030-0087

City Manager Approval: ____________________ Date: ____________________

3

Miracle

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: 102210071

Project: R0102_44489571517_01

Prepared For:

Rashaun Sayles

Charleston Parks Department
200 Baker Lane
Charleston, WV 25302
(304) 348-6860 (phone)
(304) 348-0705 (fax)

Project Name & Location:

Prepared by:

Miracle Recreation c/o Metro Recreation

4907 Camden Place North
Jefferson, MD 21755
866-470-0366 (phone)
metrorecreation.com

Ship To Address:

Rashaun Sayles
Charleston Parks Department
200 Baker Lane
Charleston, WV 25302
(304) 348-6860 (phone)

End User:

Beatrice Street Park

Quote Number: 102210071
Quote Date: 11/3/2021
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: Freestanding
Age group: 2-12

Global defaults

Accent - FS	RED
Leg	BLUE
Post - FS	BLUE
Rockite	RED
Swing Seat	BLUE
Toprail	YELLOW

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2760	SWG PART GENERATION SWG SEAT W/CHAIN	1	30.00	1,072.00	1,072.00
2760	SWG PART GENERATION SWG SEAT W/CHAIN Rockite: YELLOW	1	30.00	1,072.00	1,072.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2	10.00	134.00	268.00
6081	TWIN RIDER ONLY	2	140.00	1,333.00	2,666.00
7188522HH	3 1/2" OD ARCH FRAME 8' TR (2) GEN ST REQ MC	1	200.00	1,617.00	1,617.00
7188522X	3 1/2" OD ARCH ADD-A-BAY 2 SEATS REQ MC	1	170.00	823.00	823.00
963	POKEY THE SNAIL "C" SPRING RIDER	1	205.00	1,056.00	1,056.00

PlayArea_2

Product line: Freestanding
Age group: 5-12

Global defaults

Accent - FS	RED
Post - FS	BLUE
Vinyl - Paint	Vinyl Blue Paint Black

Components

Part Number	Description	Qty	Weight	Unit Price	Total
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	36	35.00	89.00	3,204.00
4406R	ACCESS RAMP W/2 MIRACLE TIMBERS-RECYCLED	1	260.00	1,036.00	1,036.00
753	MAYPOLE	1	275.00	3,923.00	3,923.00
MRPQ215Q	SQUARE TABLE 40" (1.02M) ING	1	279.00	1,294.00	1,294.00
MRPQ303Q	BENCH CONTEMP 6'(1.83M) ING	1	125.00	519.00	519.00

RiskSign_Included

Product line: Freestanding
Age group:

Global defaults

Post - FS

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
926458	LABEL,GENERATION SWG, 2YR-12YR, MR	2	0.00	4.00	8.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total

10222021	100 CUBIC YARDS OF CERTIFIED ENGINEERED WOOD FIBER SURFACING Price includes freight	1	0.00	2,490.00	2,490.00
Q-013635	SINGLE POST PYRAMID, 10' x 10' This Shade includes freight	1	0.00	3,207.00	3,207.00

Totals:

Equipment Weight:	3,134.00 lbs
Equipment List:	$18,558.00
Discount Amount:	-$3,900.51
Equipment Price:	$14,657.49
Freight:	$1,506.51
Installation:	$6,600.00
Products by Other:	$5,697.00
SubTotal:	$28,461.00
Estimated Sales Tax*:	$0.00
Grand Total:	**$28,461.00**

Notes:

Rashaun, here is the quote on the items you selected, along with borders and an ADA ramp. We have used Sourcewell pricing, which is a buying co op that the City (memberID #2150) is a member of and Miracle Recreation (# 010521-LTS-3) is an approved vendor. The Shade is included in the pricing, but not on the top view or 3-D as we did not know whether to put it in or outside of the space.

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: 102210071 **Quote Date:** 11/3/2021 **Equipment:** $16,745.00 **Grand Total:** $28,461.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

Resolution No. 558-21

Introduced in Council:	Adopted by Council:
November 15, 2021	______
Introduced by:	Referred to:
Joseph Jenkins	Finance

Resolution No. 558-21 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority ("KRT") on November 17, 2021. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report same to the Finance Committee and Council at the next scheduled meeting.

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

That the Mayor or City Manager is authorized to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority ("KRT") on November 17, 2021. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report same to the Finance Committee and Council at the next scheduled meeting.

Resolution No. 559-21

Introduced in Council: November 15, 2021

Adopted by Council: ______

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 559-21 - Authorizing approval of Amendment No. 5 of the FY 2021—2022 General Fund Budget as indicated on the attached list of accounts.

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

That Amendment No. 5 of the FY 2021—2022 General Fund Budget as indicated on the attached list of accounts is approved.

General Fund FY 2021-2022 Budget Amendment No. 05 - November 15, 2021

Account No.	Department	Account Description	Amount
001 700 00 000 1 107	Police - Uniform	Pre-2011 Pension Benefit Payments	(265,982)
001 700 00 000 1 103	Police - Uniform	Salaries & Wages	252,146
001 700 00 000 1 104	Police - Uniform	FICA	3,656
001 700 00 001 1 107	Police - Uniform	MPFRS	10,180

To adjust the attached Police Wage Progression Schedule for Uniformed Police Officers by providing a $1/hr base building increase effective November 21, 2021 and reducing a surplus amount budgeted for the FY 2022 employer contribution to the legacy pension plan recognized in the most recent actuarial valuation report.

001 699 00 000 5 598	Contingency	Contingency	(28,090)
001 750 00 000 1 103	Streets	Salaries & Wages	23,646
001 750 00 000 1 104	Streets	FICA	1,809
001 750 00 000 1 106	Streets	PERS	2,635

To increase the grade for Street Department Truck Driver positions from PG 105 to PG 107 effective November 21, 2021.

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

City of Charleston
Municipal Budget
FY 2022

Police Wage Progression Schedule (in effect 11-21-2021)

Yrs. Of Service	Patrolman Hourly	Corporal Hourly	Sergeant Hourly	Lieutenant Hourly	Captain Hourly
0	21.636	23.010	24.734	26.761	29.060
1	21.636	23.076	24.800	26.827	29.126
2	21.702	23.142	24.866	26.893	29.192
3	21.768	23.209	24.933	26.960	29.259
4	21.835	23.275	24.999	27.026	29.325
5	21.901	23.341	25.065	27.092	29.391
6	21.967	23.408	25.132	27.159	29.458
7	22.034	23.474	25.198	27.225	29.524
8	22.100	23.540	25.264	27.291	29.590
9	22.166	23.607	25.331	27.358	29.657
10	22.233	23.673	25.397	27.424	29.723
11	22.299	23.739	25.463	27.490	29.789
12	22.365	23.806	25.530	27.557	29.856
13	22.432	23.872	25.596	27.623	29.922
14	22.498	23.938	25.662	27.689	29.988
15	22.564	24.005	25.729	27.756	30.055
16	22.631	24.071	25.795	27.822	30.121
17	22.697	24.137	25.861	27.888	30.187
18	22.763	24.204	25.928	27.955	30.254
19	22.830	24.270	25.994	28.021	30.320
20	22.896	24.336	26.060	28.087	30.386
21	22.962	24.403	26.127	28.154	30.453
22	23.029	24.469	26.193	28.220	30.519
23	23.095	24.536	26.260	28.287	30.586
24	23.162	24.602	26.326	28.353	30.652
25	23.228	24.668	26.392	28.419	30.718
26	23.294	24.735	26.459	28.486	30.785
27	23.361	24.801	26.525	28.552	30.851
28	23.427	24.867	26.591	28.618	30.917
29	23.493	24.934	26.658	28.685	30.984
30	23.560	25.000	26.724	28.751	31.050

Each Patrol Officer receives an additional $1.00 per hour when working night shift.

Resolution No. 560-21

Introduced in Council:	Adopted by Council:
November 15, 2021	
Introduced by:	Referred to:
Joseph Jenkins	Finance

Resolution No. 560-21 - Authorizing the Mayor or City Manager to enter into a contract with Nitro Construction in the amount of $25,199 for the purchase and installation of indoor and outdoor security cameras for the North Charleston Community Center.

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 Nitro Construction in the amount of $25,199 for the purchase and installation of indoor and outdoor security cameras for the North Charleston Community Center.

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Introduced in Council: Adopted by Council:

November 15, 2021

Introduced by: Referred to:

Joseph Jenkins Finance

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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 Nitro Construction in the amount of $25,199 for the purchase and installation of indoor and outdoor security cameras for the North Charleston Community Center.

North Charlston Commuity Center Indoor/Outdoor Cameras
Bid Opening Date 10/27/21

			Nitro Construction 4300 First Avenue Nitro WV 25143 304-204-1350	**Blue Wave** 224 21st St San Diego CA 92102 760-929-9596
Item		**Qty**	**Item Total Cost**	**Item Total Cost**
Item 1- Security Cameras, Parts, Installation, and Electrical Wiring Work		**1**	**$25,199.00**	**$47,970.00**
Base Bid Total			**$25,199.00**	**$47,970.00**
Local Vendor Preference (4%)			**($1,007.96) $24,191.04**	**Does Not Qualify**