

CHARLESTON CITY COUNCIL

Regular Meeting

December 6, 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 12-6-2021

PROCLAMATIONS

1. 12-6-2021

COMMUNICATIONS

1. 12-6-2021

MISCELLANEOUS RESOLUTIONS

1. Resolution No. 562-21 - Authorizing amendments to the Charleston Fire Civil Service Rules, which were approved by the Charleston Fire Civil Service Commission.
2. Resolution No. 568-21 - Supporting the applications for licensure of the syringe services programs by West Virginia Health Right, Inc. at 1520 Washington Street East and 600 Shrewsbury Street.

REPORTS OF STANDING COMMITTEES

FACILITIES

1. Resolution No. 563-21 - Authorizing the Mayor or City Manager to order the demolition of the former fire station located at 502 26th Street, and to contract with the City's on-call demolitions contractor, West Virginia Demolition, Inc., to perform the demolition work.

FINANCE

1. Resolution No. 564-21 - Authorizing the Mayor or City Manager to purchase COVID-19 emergency response items from Gall's for the Charleston Police Department.
2. Resolution No. 565-21 - Authorizing the Mayor or City Manager to submit applications to the FEMA Assistance to Firefighter Grant Program for funds to purchase a ladder truck, diesel exhaust removal systems, provide replacement of self-contained breathing apparatuses and supplied air systems.
3. Resolution No. 566-21 - Authorizing the Mayor to enter into a Regulatory Agreement and Declaration of Covenants and Restrictions with West Virginia Homes, Inc. to ensure affordable downtown senior housing for not less than twenty years at Brooks Manor.
4. Resolution No. 567-21 - Authorizing the Mayor or City Manager to enter into a contract with Brewer & Company to upgrade the fire alarm system at the North Charleston Community Center.
5. Resolution No. 569-21 - Authorizing the Mayor or City Manager to enter into a cooperative agreement with Kanawha County Schools, and to enter into a contract with Miracle Recreation Equipment Company in for the purchase of various playground equipment and related items to be installed at Celebration Station.

REPORTS OF OFFICERS

1. 12-6-2021

NEW BILLS

1. 12-6-2021

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE DECEMBER 20, 2021 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 12-2-2021

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



AFFIDAVIT
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,

Donna L Bautista, Claimant,

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

That this affiant resides at: 601 Evergreen St. Charleston, WV 25302

Telephone Number: 304-400-8390

and that on the 11th day of June, 2020/2021 at approximately 9:00 am/pm
in the City of Charleston, West Virginia, he/she sustained

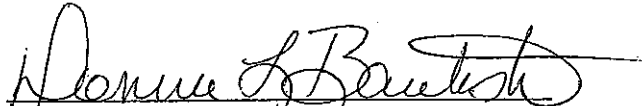
Loss of contents and damage to main sewer line

Nature Of Injury And/Or Damage

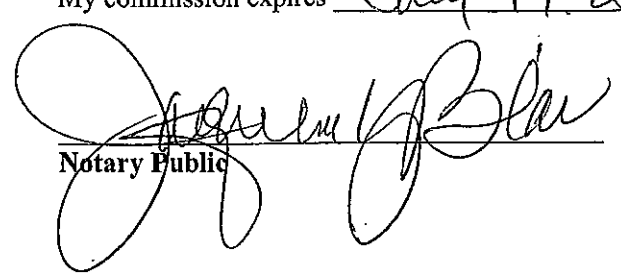
As A Result Of:

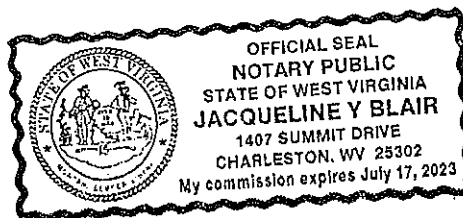
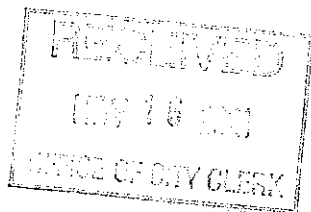
City sewer line failure

As a result of which accident, the Claimant, Donna L Bautista, 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 16th day of November, 2021.
My commission expires July 17, 2023.


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,

James Dingess, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1515 Autumn Road Charleston, WV 25314

Telephone Number: 304 380-7637

and that on the 8th day of Oct ?, 2020/2021 at approximately 10 am/pm
in the City of Charleston, West Virginia, he/she sustained

lower bumper cracked as seen in Photo

Nature Of Injury And/Or Damage

As A Result Of:

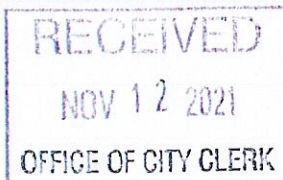
City allowing curbing to be installed on my
driveway too high I had to chip it away myself

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

James Dingess
Signature of Claimant

Taken, subscribed and sworn to before me this 12th day of November, 2021.
My commission expires Feb 4, 2026.

Brandy Heff
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,

John Giles, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1534 Autumn Rd, Chas WV 25314

Telephone Number: 954-224-1942

and that on the 19 day of NOV, 2020/2021 at approximately 4 am/pm
in the City of Charleston, West Virginia, he/she sustained

DAMAGE to under coating of CAR

Nature Of Injury And/Or Damage

As A Result Of:

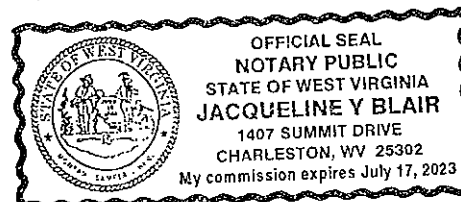
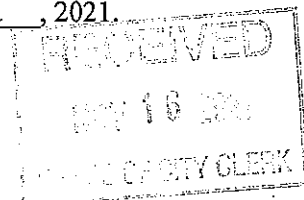
Improper paving of Autumn Road resulting in an abnormally high curve blocking my driving and causing damage to the UNCOATING. Have to have UNCOATING REPAID. Estimated Repair is \$567.10. The estimate is Attached.

As a result of which accident, the Claimant, John Giles, 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 16th day of November, 2021.
My commission expires July 17, 2023.

[Signature]
Notary Public





Account No. 06369

WSTGR-OH

XM

Attention : Cary Bunch

WESTFIELD GROUP

Customer Service:

Metro Reporting Customer Support 1-800-245-6686 or help@metroreporting.com

Metropolitan Reporting Bureau
BOX 926, William Penn Annex
Philadelphia, PA 19105-0926
FAX (800) 343-9047

Type of Report: AUTO ACCIDENT

INSURED : LAWRENCE & PATRICIA HOWE
CLAIM NUMBER: 0002273251
POLICY NUM. : 7624253
DATE OF LOSS: 09/08/21
LOSS STREET : 1 PINE TOP PL
LOSS CITY : CHARLESTON WV
POLICE DEPT.: CHARLESTON*
REPORT NUM. :
INS. DRIVER : HOWE LAWRENCE
OTHER DRIVER:
PCT./DIST. : CHARLESTON
DESC.OF OTHER: Insured passed cv and struck cv truck as was over

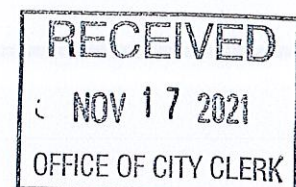
THANK YOU FOR THE ORDER!

Any questions or problems please feel free to contact us.

PH. (800) 245-6686 or Help@metroreporting.com



1131414888





AFFIDAVIT

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,

Cindy Kranz, OWNER, Claimant,

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

That this affiant resides at: 1005 Timberview Drive, Charleston, WV, 25314

Telephone Number: 304.444.0002

and that on the 8 day of October, 2021 at approximately 9:00 p.m.

in the City of Charleston, West Virginia, he/she sustained

At this time, no one was at the residence until 12 a.m. (Returning from Pittsburgh). Discovered damage on October 9th, Saturday morning.

Nature Of Injury And/Or Damage

As A Result Of: Sewage main where the house connects to the to it became clogged and the sewage came up through the toilet and into the basement which caused the damage to the residence.

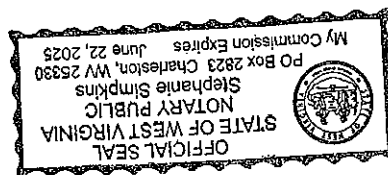
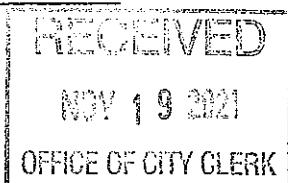
As a result of which accident, the Claimant, Cindy Kranz, does hereby make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by him/her in the future.

Cindy Kranz

Signature of Claimant

Taken, subscribed and sworn to before me this 7 day of November, 2021. My commission expires 6/22/2025.

Stephanie Simpkins





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,

Darla I. Spencer, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1526 Autumn Road, Charleston 25314

Telephone Number: (304) 561-4753

and that on the 8th day of October, 2020/2021 at approximately 1:00 am (pm)
in the City of Charleston, West Virginia, he/she sustained

Damage to panel on underside of car.
Panel fell off. Cost for repair was \$189.13.
Nature Of Injury And/Or Damage

As A Result Of:

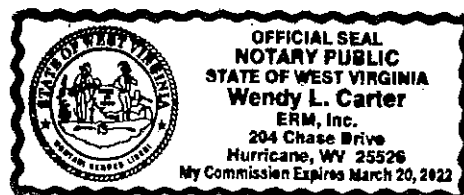
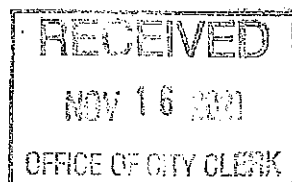
A curb left across driveway by the City of Charleston when they paved Autumn Road.

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

Darla Spencer
Signature of Claimant

Taken, subscribed and sworn to before me this 11th day of November, 2021.
My commission expires March 20, 2022

Wendy L. Carter 11/11/21
Notary Public



**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** Volunteering helps create a sense of community and provides opportunities for growth and development that contribute to forward progress; and
- WHEREAS:** Six volunteers generously have given nearly 20 years of their time and talents to ensure the creation, executive development, and completion of projections for what was the Wayfinding Commission; and
- WHEREAS:** These volunteers were instrumental in the creation of the wayfinding signs seen throughout our Capital City; and
- WHEREAS:** The installation of the “Welcome to Charleston” sign on the interstate, and the implementation of the Horizontal Banner Program are among their most notable achievements; and
- WHEREAS:** Their commitment and hard work to the Wayfinding Commission is greatly appreciated by the City of Charleston; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize

**Carolyn Charnock
Gary Chernenko
Georgette George
Lisa McCracken**

**Mack Miles
Elizabeth Pellegrin
Susie Salisbury**

for the years of volunteer work, which contributed to the development and implementation of the wayfinding system in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 6th day of December 2021.

A large, stylized blue ink signature of Amy Shuler Goodwin.

Amy Shuler Goodwin, Mayor

Resolution No. 562-21

Introduced in Council:

December 6, 2021

Introduced by:

Chuck Overstreet

Adopted by Council:

Referred to:

1 **Resolution No. 562-21** - Authorizing amendments to the Charleston Fire Civil Service
2 Rules, which were approved by the Charleston Fire Civil Service Commission and are
3 attached hereto as Exhibit A.

4
5 **Now, therefore, be it Resolved by the Council of the City of Charleston, West**
6 **Virginia:** That the amendments to the Charleston Fire Civil Service Rules, attached
7 hereto as Exhibit A, which were approved by the Charleston Fire Civil Service
8 Commission are hereby approved by the Charleston City Council and Mayor.

BEFORE THE CHARLESTON FIREMEN'S CIVIL SERVICE COMMISSION

ORDER REGARDING AMENDMENT OF CIVIL SERVICE RULE

On Friday, November 19, 2021 the Charleston Firemen's Civil Service Commission met in a public meeting at the City of Charleston City Council Chambers to consider the applicant scoring change requested by the Administration of the Charleston Fire Department which would award points in addition to written test score and Veteran Preference points for certain educational levels and certifications.

After receiving testimony and comments from those in attendance and consideration of the legal opinions of the Firefighters' Union in opposition to the award of said points and the legal opinion of counsel for the Commission, the Civil Service Commission voted as follows:

President Eric Kinder EST Approve _____ Reject

Commissioner Paul Harrison *- refused* _____ Approve _____ Reject

Commissioner Ben Thomas BT Approve _____ Reject

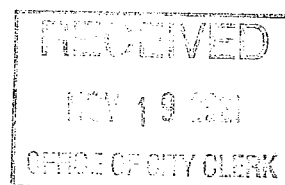
Accordingly, the Commission, by majority vote does Approve Reject the proposed Rule change. The Commission does therefore Order that this Order be filed in the Office of the City Clerk and the decision of this Commission be submitted to the Mayor and City Council for further action.

EST
President Eric Kinder

REFUSED HIMSELF
Commissioner Paul Harrison

Ben Thomas
Commissioner Ben Thomas

Enter this 19th day of November, 2021



The current Rules provides:

4.10 Computation of scores and compilation of list of eligibles.

After all challenges to the scoring of the written examination have been heard and determined, the Commission shall establish a list of eligibles. Applicants who have achieved a passing score on the written examination shall be ranked in the order of merit using the following formula:

- (a) Written examination, interpolated so that a perfect score would equal 100 for ranking purposes; plus
- (b) Military service credit, computed according to West Virginia Code § 6-13-1.
- (c) Applicants who pass the written examination and the CPAT and possess a valid and current certification (National Registry and/or State of West Virginia) as a Paramedic will have 5 points added to the written test score.
- (d) Applicants who have an Associate's degree from an accredited college or university will have two points added to their passing score.
- (e) Applicants who have a Baccalaureate or higher degree from an accredited college or university will have five points added to their passing score (not to be combined with any other education credit, - 5 points is the maximum allowed education credit)
- (f) In the event that more than one applicant shall attain the same total score for ranking purposes, the position of each applicant on the list of eligibles shall be determined by coin toss or the drawing of lots.

The Fire Department requests the Commission to modify the Rule to read:

4.10 Computation of scores and compilation of list of eligibles.

After all challenges to the scoring of the written examination have been heard and determined, the Commission shall establish a list of eligibles. Applicants who have achieved a passing score on the written examination shall be ranked in the order of merit using the following formula:

- (a) Written examination, interpolated so that a perfect score would equal 100 for ranking purposes; plus
- (b) Military service credit, computed according to West Virginia Code § 6-13-1.
- (c) Applicants who pass the written examination and the CPAT and is a currently certified:

1) EMT-P - 20 points added to the applicant's total score for ranking purposes.

2) EMT-A - 15 points added to the applicant's total score for ranking purposes.

3) EMT-B - 10 points added to the applicant's total score for ranking purposes.

4) Journeyman Firefighter - 10 points added to the applicant's total score for ranking purposes.

5) An applicant is awarded only the single highest EMT credit that the applicant is qualified to receive. EMT points are cumulative with Journeyman Firefighter credit and any applicable education credit.

(d) Applicants who have an Associate's degree from an accredited college or university will have two points added to their passing score.

(e) Applicants who have a Baccalaureate or higher degree from an accredited college or university will have five points added to their passing score (not to be combined with any other education credit, - 5 points is the maximum allowed education credit)

(f) In the event that more than one applicant shall attain the same total score for ranking purposes, the position of each applicant on the list of eligibles shall be determined by coin toss or the drawing of lots.

Resolution No. 568-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

**Mary Beth Hoover, Keeley Steele
and Jeanine Faegre**

Referred to:

Resolution No. 568-21 - Supporting the applications for licensure of the syringe services programs by West Virginia Health Right, Inc. at 1520 Washington Street East and 600 Shrewsbury Street.

WHEREAS, West Virginia Health Right, Inc. notified the City of Charleston on October 22, 2021, of its intention to file a licensure application for two syringe services programs with the Office of Health Facility Licensure & Certification; and

WHEREAS, West Virginia Health Right, Inc. requested a resolution or letter of support from the Charleston City Council, as required by West Virginia Code Chapter 16, Article 63; and

WHEREAS, Section 78-384 of the Municipal Code of the City of Charleston places additional requirements for public input before City Council may support such syringe services programs; and

WHEREAS, on October 27, 2021, West Virginia Health Right, Inc., provided notice by mail to every address within a two-block radius of both of its proposed syringe services program locations that there was a public hearing scheduled for November 18, 2021, at the Roosevelt Neighborhood Center, located at 502 Ruffner Avenue; and

WHEREAS, the City of Charleston placed notice of the public hearing on the City website, along with the program's application, as required by Section 78-384 of the Municipal Code of the City of Charleston; and

WHEREAS, the City Council for the City of Charleston held public hearings regarding both proposed locations for the West Virginia Health Right, Inc. syringe services programs on November 18, 2021, at the Roosevelt Neighborhood Center, which hearings were recorded and made available online to the public; and

WHEREAS, the City Council for the City of Charleston solicited and accepted public input on the proposed syringe services programs at the public hearing, allowed written comments to be submitted, and provided West Virginia Health Right, Inc. with an opportunity to provide information on its program; and

1 WHEREAS, the public was further permitted to submit written comments up until
2 the time of the council meeting at which this resolution is discussed, which is at least
3 one week after the public hearing; and
4

5 WHEREAS, following a review of the applications, and taking all of the public
6 comments into consideration, the City Council of the City of Charleston finds that it is in
7 the best interest of the City and the residents and businesses of the City to support the
8 syringe services program applications of West Virginia Health Right, Inc.
9

10 **Now, therefore, be it Resolved by the Council of the City of Charleston, West**
11 **Virginia:**
12

13 That the City Council of the City of Charleston hereby expresses its support for the
14 applications for licensure of the syringe services programs by West Virginia Health
15 Right, Inc. at 1520 Washington Street East and 600 Shrewsbury Street. The City Clerk
16 is directed to send a certified copy of this resolution to West Virginia Health Right, Inc.

Resolution No. 563-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Jennifer Pharr

Referred to:

Facilities

1 Resolution No. 563-21 – Whereas, the City owns a facility at 502 26th Street in North Charleston
2 that formerly served as a fire station;

3
4 Whereas, the facility is 6,700 gross square feet in size and was built in 1954;

5
6 Whereas, until recently, the facility served as a fitness center for current and retired Charleston
7 firefighters;

8
9 Whereas, upon a recent inspection of the facility, the City Manager became concerned about
10 the structural integrity of the building;

11
12 Whereas, the City Manager ordered the closure of the facility pending an assessment by both
13 the City's Building Department and an architectural consultant;

14
15 Whereas, the City has received a written report from ZMM Architects and Engineers, which
16 details the structural, electrical, mechanical, and ADA deficiencies of the building (attached
17 hereto as Exhibit A);

18
19 Whereas, having reviewed the consultant's written report and having discussed the matter with
20 the City's Building Commissioner, the City Manager recommends to the City Council that the
21 facility be demolished; and

22
23 Whereas, the City Council, having examined the issue, concurs with the City Manager's
24 recommendation.

25
26 Be it Resolved by the Council of the City of Charleston, West Virginia:

27
28 That the Mayor or City Manager is authorized to order the demolition of the former fire station
29 located at 502 26th Street, Charleston, WV, and to contract with the City's on-call demolitions
30 contractor, West Virginia Demolition, Inc., to perform the demolition work, which is estimated
31 to cost \$30,000.



FACILITY ASSESSMENT

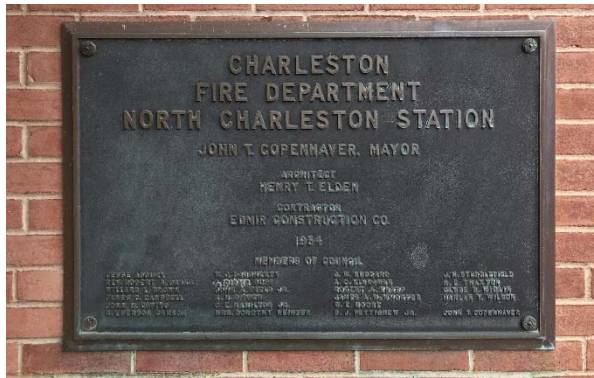
**CHARLESTON FIRE DEPARTMENT
FITNESS AND TRAINING CENTER
502 26TH STREET**

**Prepared by:
ZMM Architects & Engineers
19 - October - 2021**



Executive Summary

ZMM Architects and Engineers conducted a facility assessment of the Charleston Fire Department Fitness and Training Center located at 502 26th Street in North Charleston. The Fitness and Training Center was constructed in 1954 as a fire station, and few renovations have occurred to the facility. The main level has 3,300 GSF, while the basement level has 3,400 GSF (6,700 GSF total). The previous office areas were repurposed for cardio equipment, while the weight training equipment was relocated to the vehicle bay. The basement was being utilized for training purposes. The area being utilized for cardio equipment was undersized creating a hazard for building occupants.



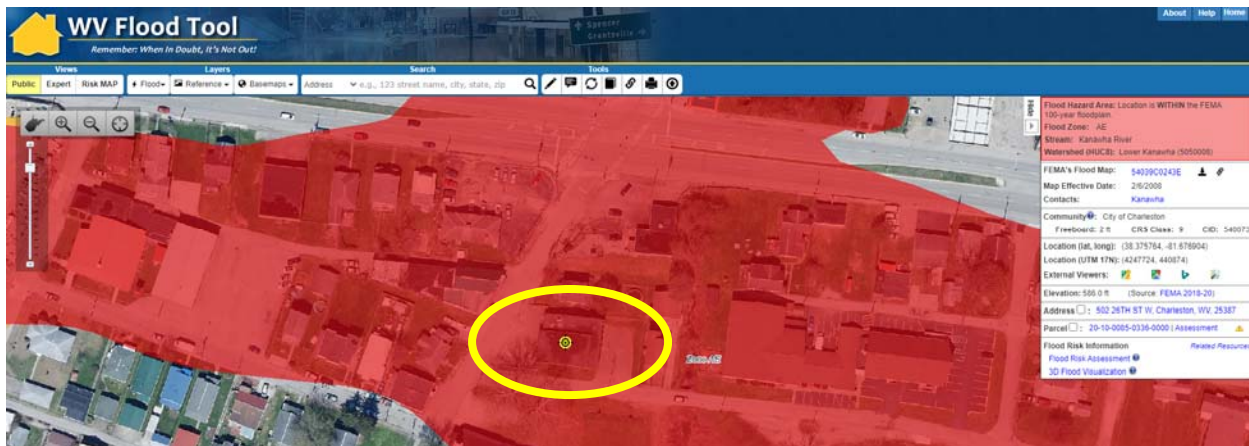
Building Dedication Plaque (1954)



Former Vehicle Bay Doors

The building requires substantial upgrades to continue being utilized as a Fitness and Training Center. Structural repairs are required to the slab at the garage bay doors. There are also significant deficiencies with the mechanical and electrical systems, and both require replacement. Doors, windows, and exterior windowsills require replacement, as well as the roof. Implementing the required upgrades will require that the building be brought into compliance with the City of Charleston's Floodplain Regulations. Woodward Branch, which flows into nearby Twomile Creek, is located behind the existing structure.

Based upon a review conducted utilizing the WV Flood Tool the entire facility is located within the 100-year floodplain. The lower floor of the facility has an elevation of 583 feet, while the base flood elevation is at approximately 593.1 feet. The facility will have to be protected to 2 feet above the base flood elevation for freeboard. The elevation of the main level is at approximately 594 feet, while the facility would need to be floodproofed to 595.1 feet.



WV Flood Tool for 502 26th Street North Charleston

The location of the facility in the floodplain makes the lower level of the facility unusable for the current purpose without significant modifications to floodproof the building. Additionally, the facility requires extensive renovations including a new roof, masonry repair, replacement of a retaining wall, toilet room reconfiguration (for accessibility), as well as new mechanical and electrical systems. ZMM anticipates that the cost for the improvements required to occupy the main level would be between \$750K-\$950K, and the facility would still be undersized for the intended use.

Architectural Assessment

As noted above the fitness building was originally constructed as a fire station in 1954. It is single-story brick and masonry loadbearing construction with a steel frame, metal joists, a tectum roof deck, and a brick veneer. The building has a basement that is exposed at full height on the back of the facility. The left side of the building has exterior stairs that connect the upper and lower level, while the right side has a large stone retaining wall that is adjacent to the vehicular bays separating a sloping alley from the front parking area. The retaining wall is deteriorating and requires replacement. The building has flat roofs and significant sloping overhangs. Windows have been replaced on the upper floor, but the original windows remain on the lower. Nearly all lower-level windows are boarded up on exterior and are exposed on the interior. Windowsill cracking is typical throughout, and quite significant in several areas.



Damaged Windowsill



Failing Exterior Retaining Wall

A variety of exterior defects are noticeable including damaged masonry windowsills as well as cracking, settling, and shifting in the masonry veneer. The soffits are wood with vinyl applied over the soffit to improve the appearance. Some of the fascia has been replaced, but damaged original fascia remains in some areas. These defects should be repaired. Additionally, the building still has the two large overhead doors to the previous vehicle bays. The doors should be replaced, preferably with a storefront system that would infill the existing openings to eliminate water infiltration and additional damage.

The roof appears to be the original roof to the building. The main level vehicle bay area has tectum decking/ceiling that would need replaced or covered. Water damage is readily apparent in locker area by means of numerous stained and sagging ceiling tiles. Many of the roof penetrations still

appear to have lead flashing which would support the age of the roof being original. This roof is a very low slope that would benefit from additional sloping of the drainage plane based on the structure supporting this change. The existing roof is a modified bitumen with a gravel topping that has been shoveled off in places as required for some repairs. Based on the age of the facility it would be recommended to have the roof tested to see if any hazardous materials made up its composition prior to a replacement of the roofing system. With the decking being tectum, it would be advisable to expect to have to replace at least 10% of the decking while the reroof is performed.



Existing Roofing and Flashing



Existing Roofing

The main-level ADA access is limited due to concrete settling and the raised sidewalk at entrance. The lower-level has restricted ADA access as well, with one door that isn't connected to the lower-level parking. Both levels however have garage doors that are accessible from their respective parking areas. Stairwells are the only means of access between the levels once inside. The interior stairwell has significant water damage. Ink from the face of the batt insulation runs down the walls of the space. If the building is rehabilitated this stairwell would require mold and mildew abatement. None of the restrooms in the building are accessible or ADA compliant. Most of the toilet and shower rooms are small and have built-in curbs to direct the water flow. If the building is rehabilitated the toilet and shower facilities would need to be fully renovated.



Existing Shower



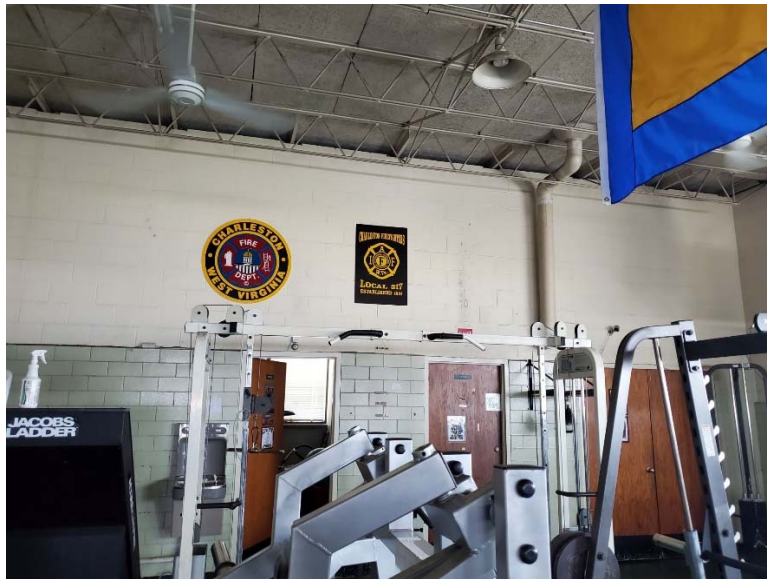
Existing Toilet Stall



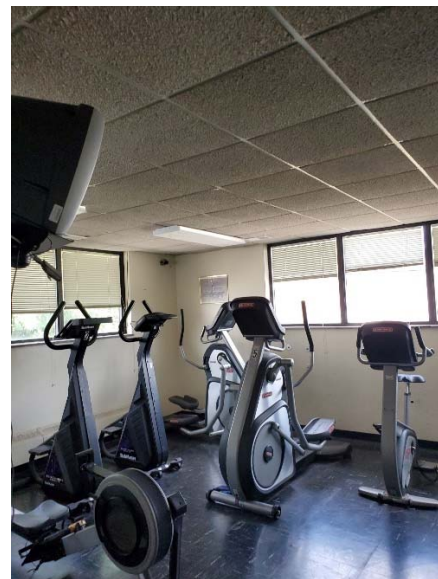
Existing Sinks

On the lower level of the building masonry cracking is prevalent. The front wall (below the overhead doors) exhibits signs of masonry damage caused by water infiltration. It is noted that temporary structural bracing is in place for this assessment in this area. A permanent structural repair in this area is required. The source of the water damage will need to be corrected from the outside of the building prior to repairing the masonry. Surface rust is apparent on most structural members and most metal objects within the space. As observed from the interior, windows would need replaced from prior damage or removed and replaced with masonry.

Interior finishes are in poor condition throughout the building. New flooring, painting, ceilings, and lighting a required.



Fitness Area



Cardio Area



Basement Training Area



Water Damaged Ceiling Tile

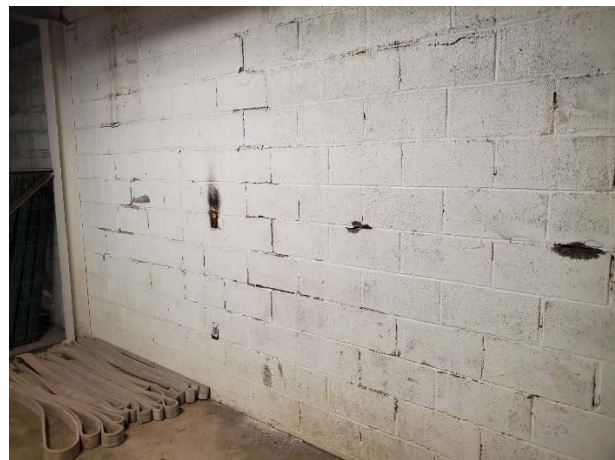
Structural Assessment

The existing building is a single-story brick and masonry structure with a basement. The roof is framed with metal bar joists that are supported by load bearing masonry walls. The floor structure in the garage bay is a concrete slab on metal deck, supported by heavy wide flange steel beams. In the remainder of the building the floor structure is a concrete slab on metal deck, supported by steel bar joists. The floor is supported by load bearing masonry walls as well as a series of wide flange steel girder beams and steel columns.

In general, the building appears to be in fair condition from a structural standpoint. Cracks in the masonry were noted throughout, the majority of which are not threatening to the structural integrity of the building. However, there appears to have been a large amount of water intrusion on the front of the building at the two garage bays. This water has caused a large amount of damage to the floor slab between the front wall and the first support beam. As a result, the metal form deck is completely rusted out and the concrete has spalled off the bottom of the slab, exposing the reinforcing bars which are also badly rusted. This area of the slab would need to be cut out and replaced if the building is to be utilized in the future. In addition, the water appears to have been migrating through the block basement wall and has degraded the mortar joints and caused spalling of the block wall. This wall would also need to be repointed and possibly reinforced to maintain the structural integrity of the building in that area. In addition, the source of the water intrusion would need to be investigated and preventative measures taken to avoid future water issues. This may include exposure and waterproofing of the exterior face of the basement wall on the front of the building.



Metal Form Deck and Slab Failure



Basement Wall Damage

During our investigation we observed the visible structure throughout the building. No finishes (floor tile, ceiling tile, brick, drywall, etc.) were removed during our visit, thus anything hidden behind finished surfaces was not observed. In portions of the building, water stains were observed on the ceiling tile which indicates that there is some sort of water leak in that area. We were unable to observe the roof framing in those areas, but it should be noted that there is the possibility that there may be rusted roof deck and bar joists in those areas as well. If that is the case, those members would need to be evaluated and either repaired or removed and replaced.

Mechanical Assessment

The HVAC systems are primary heating only with cooling provide for limited areas on the main level. Heating is provided by natural gas fired equipment. There are abandoned steam convectors located on perimeter walls throughout the facility.

The main level entrance, locker rooms, and cardio area is provided with heating and cooling via a DX split system and gas fired furnace. This system was installed in 2013 and uses 410a refrigerant. This system is controlled by a wall mounted programable thermostat. There is no mechanical ventilation air provided for this area. One office on the main level is provided with cooling via a window type AC unit. There appears to be no heating provided for this space. There is no mechanical ventilation air provided for this area.

The main level fitness area (previously the vehicular bays) is provided with heating via a suspended gas fired heaters (also installed in 2013). The system is controlled by a single wall mounted thermostat. Cooling is provided by a single wall mounted exhaust fan. There is no mechanical ventilation air provided for this area.

The lower level is provided with heating via a suspended gas fired heater that was installed in 2013. There is no mechanical ventilation air provided for this area.



Suspended Gas Heater



Raised Condensing Unit



Split System Gas Furnace

ZMM recommends replacement of the existing heating and air-conditioning systems with a new packaged DX cooling gas heating Roof Top Unit (RTU) sized to provide heating, cooling and ventilation to the entire facility. The RTU would supply cooling and venational air to terminal boxes for individual zone temperature control. The terminal boxes would be provided with heating hot water coils for reheat and variable air flow dampers for space temperature control. A new heating hot water boiler would be provided to serve the VAV terminal boxes. Electric reheat coils may be used in lieu of hot water reheat coils. The recommended HVAC system would provide the most flexibility to the space for various usages.

Plumbing Assessment

The domestic water is provided by a 1-1/4" service with backflow preventor. The backflow preventor is provided with a drain directly to the outdoors. This can be a path for insects to enter the facility. Domestic hot water is provided by an 80% efficient natural draft gas fired domestic water heater. The heating hot water system does not have an expansion tank. The hot water systems do not have recirculating or mixing valves.

The sanitary and venting systems consist of a mixture of cast iron and PVC piping. The piping appears to be in good/moderate condition. The plumbing fixtures are all manual type. The fixtures are not ADA compliant. The water closets are tank type and are standard height. The facility is served by a 1-1/4" low pressure natural gas service. The existing gas piping is in good/moderate condition.



Existing Water Heater



Existing Sinks



Existing Tank Type Toilet

ZMM recommend replacement of the existing manual operated fixtures with new touchless fixtures. ZMM also recommends replacement of the existing 80% efficient gas hot water heater with a new high efficiency direct vent gas domestic water heater. In conjunction with the new water heater, ZMM recommends providing a new domestic hot water recirculation system to both reduce the waste of water and mitigate the risks of legionnaires growth in the system.

Electrical Assessment

The electrical service for this facility is Single Phase 200 Amp 120/240V. A single Load Center with 30 Poles make up the facility's electrical distribution. The Load Center is original to the building and appears to be close to its max physical capacity. Branch circuiting is a mixture of Metal Clad Cable, Wiring in EMT Conduit, and Non-Metallic Sheathed Cables. Non-Metallic Sheathed cabling is not permitted in commercial buildings per the National Electric Code. Several receptacles around the building are not equipped with a ground wire or plug. There are multiple instances of wires terminated outside of junction boxes or junction boxes with no covers and exposed wiring.



Existing Electrical Panel



Open Junction Box



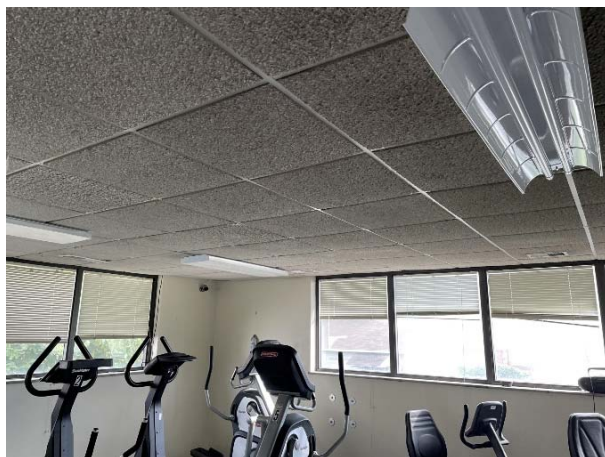
Receptacle (No Ground)

A whole building fire alarm system was not observed. There is only a single stand-alone battery-operated smoke alarm that appeared to be out of service. Security Cameras are placed throughout the interior of the facility, but a viewing monitor and DVR / NVR were not observed. The building appears to have existing phone and coaxial communications services. These services are located on the same pole as the electrical power service and enter the building from the same general location.

The interior building lighting consists of mainly chain hung fluorescents in the basement, lay-in and surface mounted fluorescents upstairs and HID screw in bulbs in the parking bay area. No occupancy sensors were observed in the building and all lighting controls consists of toggle switching. There did not appear to be any emergency lighting throughout the facility. There were no lighted exit signs, all exit signs observed were painted on or above doorways. Exterior lighting consists of two HID flood lights over the parking bay doors, two LPS bulb type recessed fixtures in main entrance eave and two LPS bulb type wall packs on rear service bay door.



Fitness Area Lighting

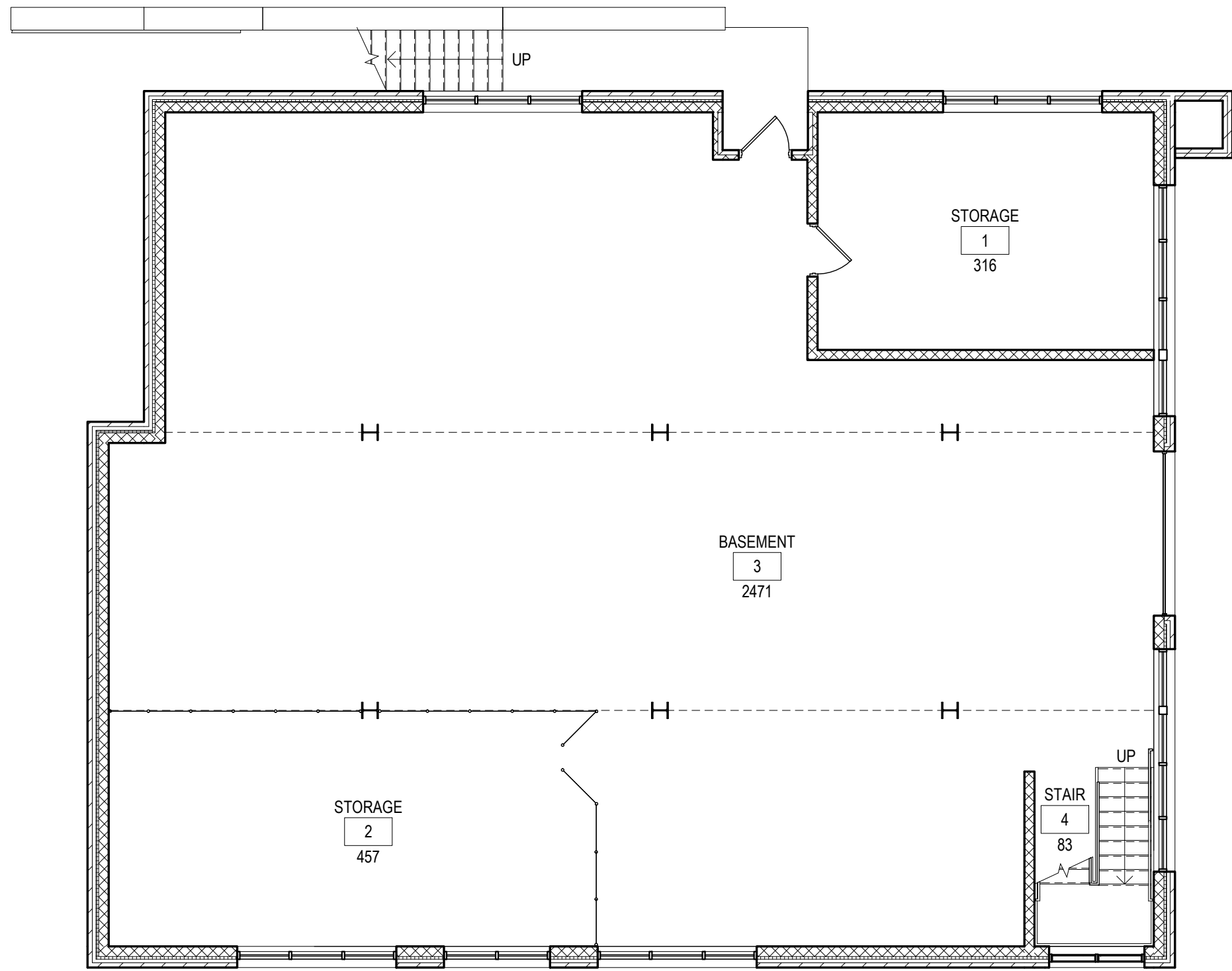


Cardio Area Surface Mounted Lighting

ZMM recommends the following electrical upgrades for this building: remove all existing wiring and replace with new per NEC, remove all existing receptacles and replace with new per NEC,



remove all existing lighting (interior and exterior) and replace with LED fixtures, provide lighting controls per latest adopted edition of ASHRAE 90.1, and provide a new hardwired Fire Alarm System per NFPA 101 and the State of West Virginia Fire Code.



1 BASEMENT FLOOR PLAN
1/8" = 1'-0"

Z

ZMM

ARCHITECTS
ENGINEERS

222 Lee Street, West
Charleston, West Virginia 25302
Phone: 304.342.0159
Fax: 304.345.8144

www.zmm.com

NO.	DESCRIPTION	DATE

- ATTACHMENT TO:
- ☐ ADDENDUM NO.
 - ☐ CHANGE ORDER NO.
 - ☐ C.C.D. NO.

SUPPLEMENTAL DRAWING

☐ NEW DRAWING or DETAIL ON SHEET
☐ REVISION OF DRAWING or DETAIL ON SHEET
☐ CLARIFICATION OF DRAWING or DETAIL ON SHEET

CFD - 26TH STREET GYM
CHARLESTON, WEST VIRGINIA

DRAWN
TEK

DATE
10-15-21

COMM. NO.
21139

A0

by ZMM, INC.

NO.	DESCRIPTION	DATE

ATTACHMENT TO:
☐ ADDENDUM NO.
☐ CHANGE ORDER NO.
☐ C.C.D. NO.

SUPPLEMENTAL DRAWING

☐ NEW DRAWING or DETAIL ON SHEET
☐ REVISION OF DRAWING or DETAIL ON SHEET
☐ CLARIFICATION OF DRAWING or DETAIL ON SHEET

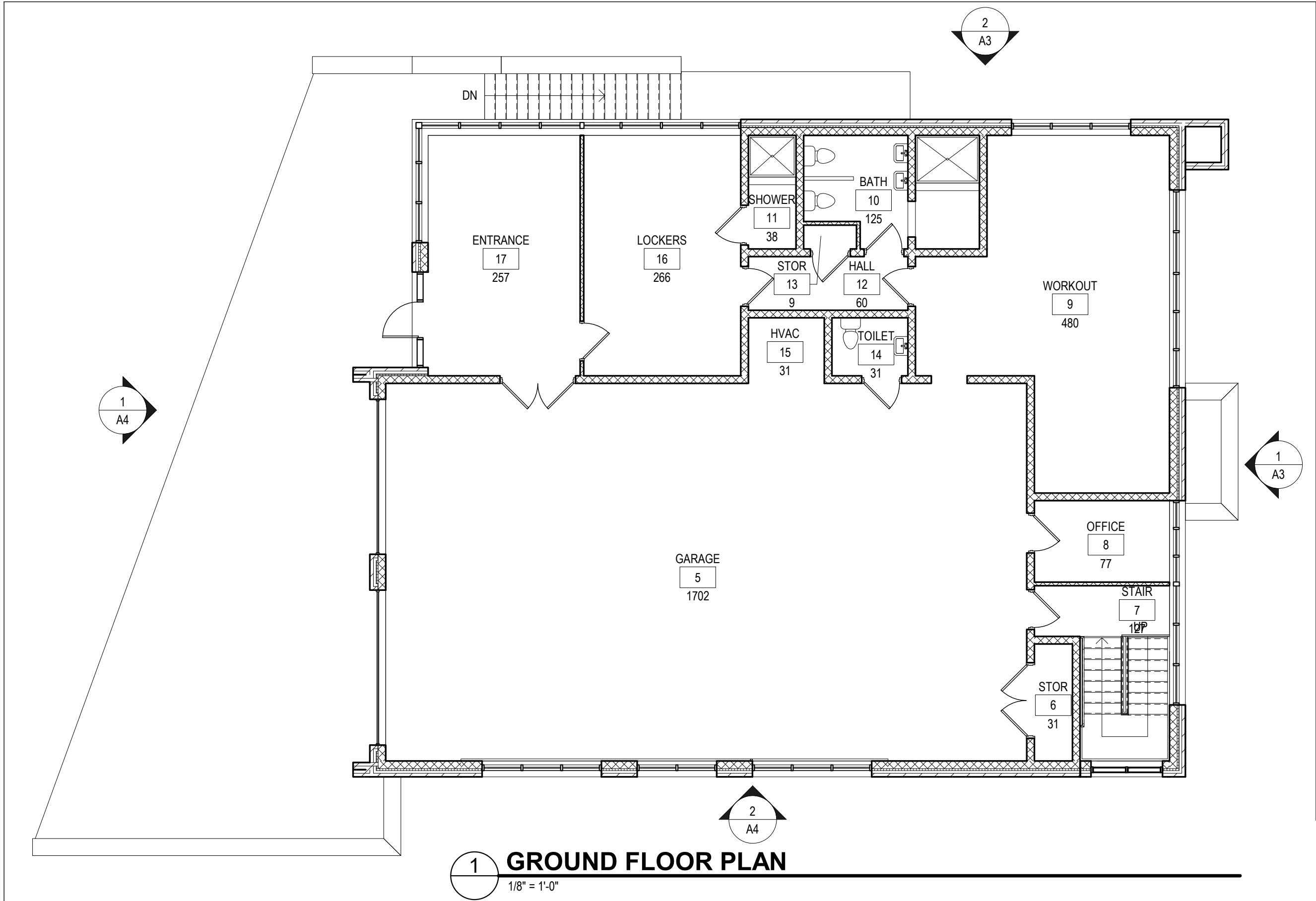
CFD - 26TH STREET GYM
CHARLESTON, WEST VIRGINIA

DRAWN
TEK

DATE
10-15-21

COMM. NO.
21139

A1



1 GROUND FLOOR PLAN
1/8" = 1'-0"

© by ZMM, INC.



1

ROOF PLAN

1/8" = 1'-0"

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CFD - 26TH STREET GYM
CHARLESTON, WEST VIRGINIA

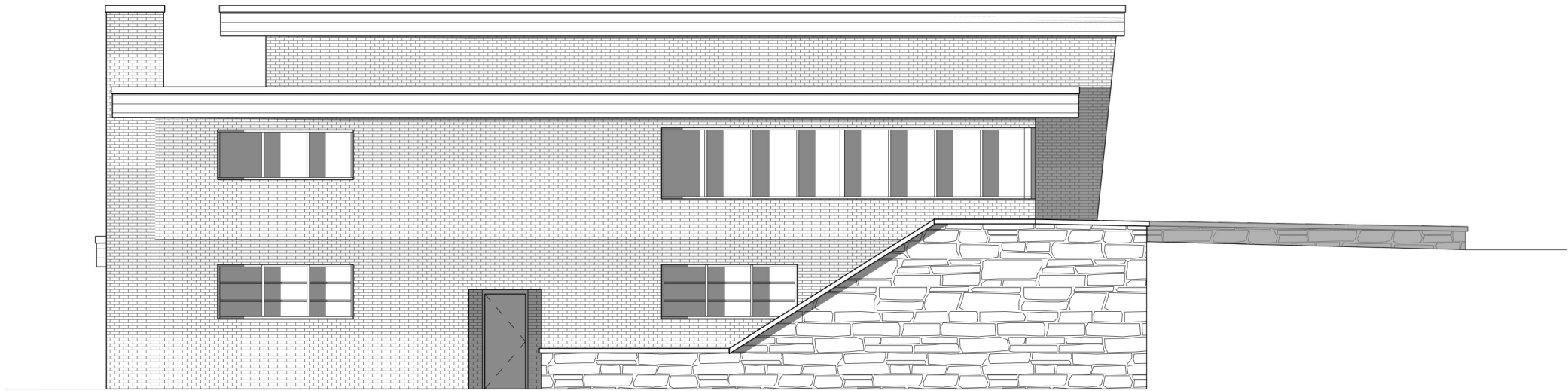
DRAWN	TEK
DATE	10-15-21
COMM. NO.	21139

A2





1 Elevation - East
A1 3/32" = 1'-0"



2 Elevation - North
A1 3/32" = 1'-0"

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ARCHITECTS
ENGINEERS
222 Lee Street, West
Charleston, West Virginia 25302
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Fax: 304.345.8144

www.zmm.com

NO.	DESCRIPTION	DATE

ATTACHMENT TO:
☐ ADDENDUM NO.
☐ CHANGE ORDER NO.
☐ C.C.D. NO.

SUPPLEMENTAL DRAWING

☐ NEW DRAWING or DETAIL ON SHEET
☐ REVISION OF DRAWING or DETAIL ON SHEET
☐ CLARIFICATION OF DRAWING or DETAIL ON SHEET

CFD - 26TH STREET GYM
CHARLESTON, WEST VIRGINIA

DRAWN	TEK
DATE	10-15-21
COMM. NO.	21139

A3



NO.	DESCRIPTION	DATE

- ATTACHMENT TO:
- ☐ ADDENDUM NO.
- ☐ CHANGE ORDER NO.
- ☐ C.C.D. NO.

SUPPLEMENTAL DRAWING

- ☐ NEW DRAWING or DETAIL ON SHEET
- ☐ REVISION OF DRAWING or DETAIL ON SHEET
- ☐ CLARIFICATION OF DRAWING or DETAIL ON SHEET

CFD - 26TH STREET GYM
CHARLESTON, WEST VIRGINIA

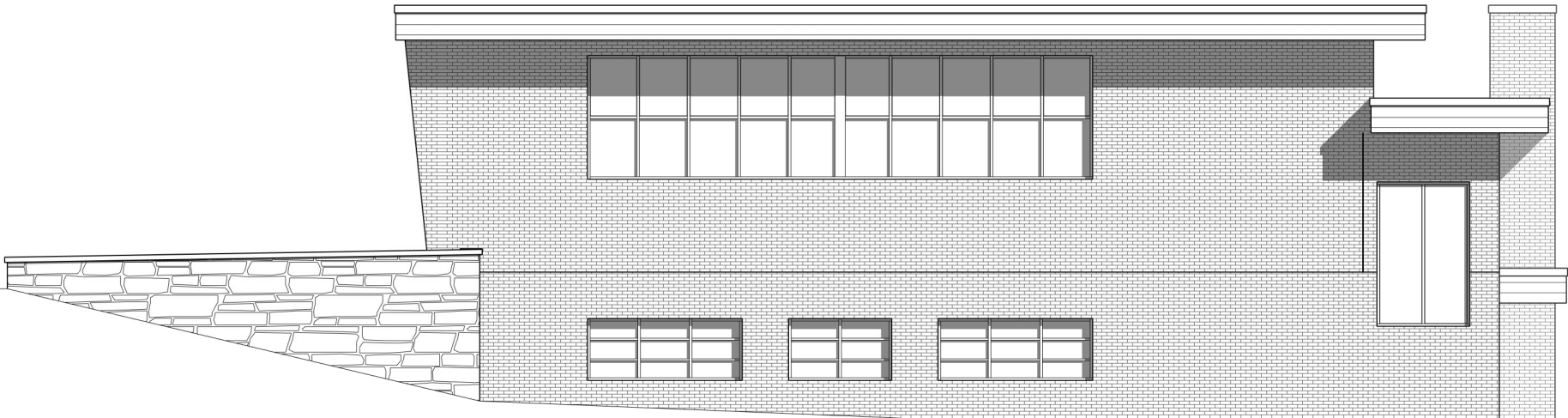
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DRAWN	TEK
DATE	10-15-21
COMM. NO.	21139

A4



1 Elevation - West
A1 3/32" = 1'-0"



2 Elevation - South
A1 3/32" = 1'-0"

NO.	DESCRIPTION	DATE

- ATTACHMENT TO:
- ☐ ADDENDUM NO.
 - ☐ CHANGE ORDER NO.
 - ☐ C.C.D. NO.

SUPPLEMENTAL DRAWING

- ☐ NEW DRAWING or DETAIL
- ☐ REVISION OF DRAWING or DETAIL
- ☐ CLARIFICATION OF DRAWING or DETAIL
- ON SHEET
- ON SHEET
- ON SHEET

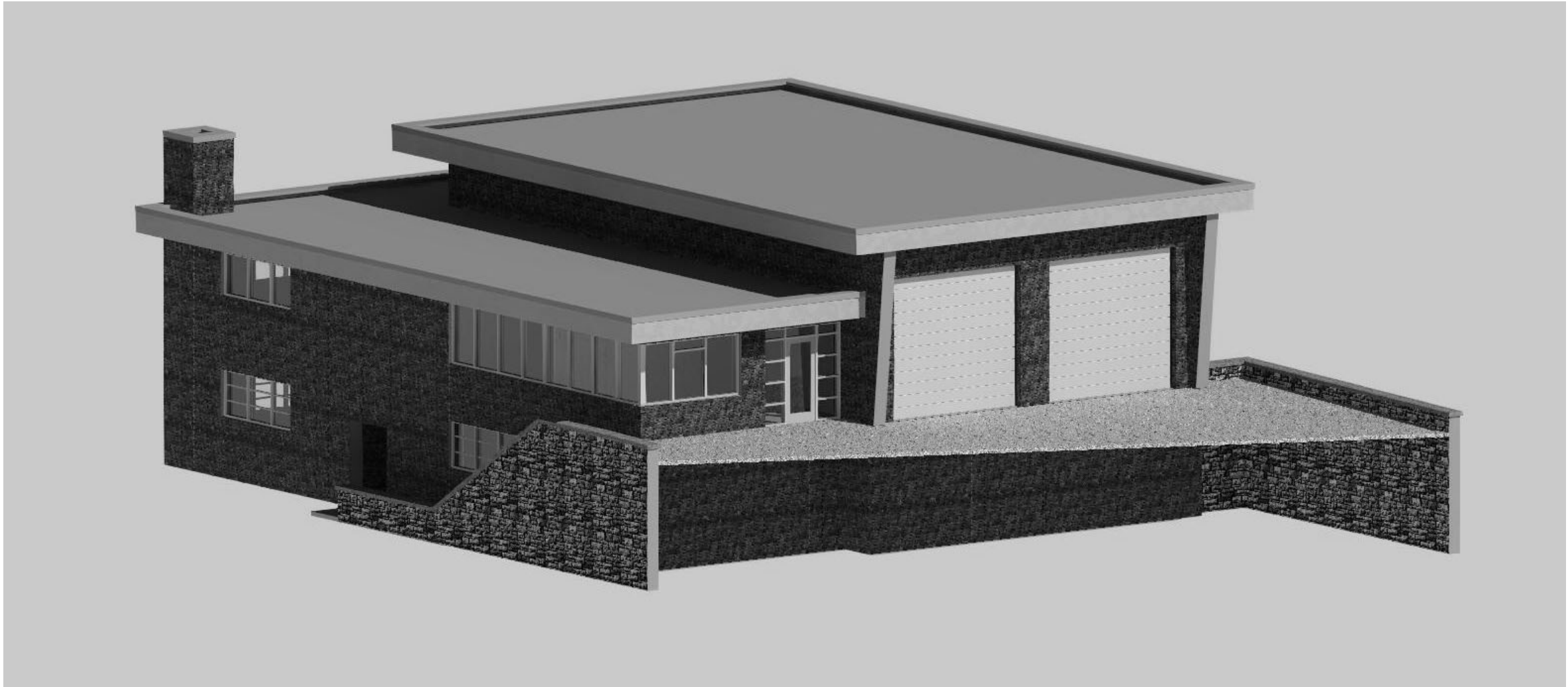
CFD - 26TH STREET GYM
CHARLESTON, WEST VIRGINIA

DRAWN	TEK
DATE	10-15-21
COMM. NO.	21139

A5



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1 NW 3D VIEW
12" = 1'-0"

NO.	DESCRIPTION	DATE

- ATTACHMENT TO:
- ☐ ADDENDUM NO.
 - ☐ CHANGE ORDER NO.
 - ☐ C.C.D. NO.

SUPPLEMENTAL DRAWING

- ☐ NEW DRAWING or DETAIL
- ☐ REVISION OF DRAWING or DETAIL
- ☐ CLARIFICATION OF DRAWING or DETAIL

ON SHEET

ON SHEET

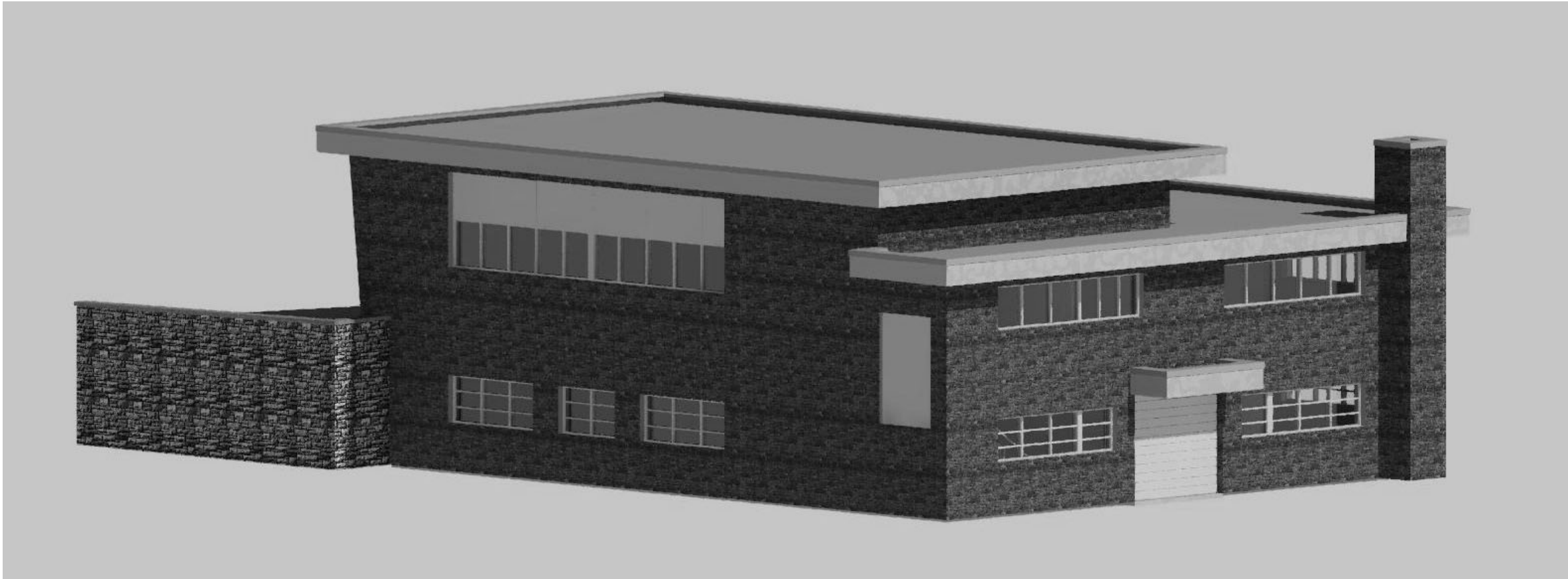
ON SHEET

CFD - 26TH STREET GYM
CHARLESTON, WEST VIRGINIA

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DRAWN	TEK
DATE	10-15-21
COMM. NO.	21139

A6



1 SE 3D VIEW
12" = 1'-0"

Resolution No. 564-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 564-21 - Authorizing the Mayor or City Manager to purchase COVID-19 emergency response items from Gall's for the Charleston Police Department. The total purchase price is \$39,426.00 and will include safety goggles, nitrile gloves, N95 masks, disposable face shields, leather duty gloves, Tyvek suits, gas mask pouches, duffle bags and pathogen protection boots. The purchase prices are offered under a WV Department of Corrections state contract.

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

That the Mayor or City Manager is authorized to purchase COVID-19 emergency response items from Gall's for the Charleston Police Department. The total purchase price is \$39,426.00 and will include safety goggles, nitrile gloves, N95 masks, disposable face shields, leather duty gloves, Tyvek suits, gas mask pouches, duffle bags and pathogen protection boots. The purchase prices are offered under a WV Department of Corrections state contract. To be charged to Account No. 091-000-20-000-3-341.

Resolution No. 565-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 565-21 – Authorizing the Mayor or City Manager to submit applications to the FEMA Assistance to Firefighter Grant Program in the total amount of \$2,000,000 that includes the required 10% cash match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase a ladder truck, diesel exhaust removal systems, provide replacement of self-contained breathing apparatuses and supplied air systems.

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

That the Mayor or City Manager is authorized to submit applications to the FEMA Assistance to Firefighter Grant Program in the total amount of \$2,000,000 that includes the required 10% cash match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase a ladder truck, diesel exhaust removal systems, provide replacement of self-contained breathing apparatuses and supplied air systems.

Resolution No. 566-21

Introduced in Council:

Adopted by Council:

December 6, 2021

Introduced by:

Referred to:

Ben Adams

Finance

Resolution No. 566-21 – Authorizing the Mayor to enter into a Regulatory Agreement and Declaration of Covenants and Restrictions with West Virginia Homes, Inc., as contained in Exhibit 1 to this resolution, to ensure affordable downtown senior housing for not less than twenty years at Brooks Manor, 23 Brooks Street, Charleston, and to enter into any other related documents necessary to complete the Regulatory Agreement, as approved by the City Solicitor.

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

That the City Council hereby authorizes the Mayor to enter into a Regulatory Agreement and Declaration of Covenants and Restrictions with West Virginia Homes, Inc., as contained in Exhibit 1 to this resolution, to ensure affordable downtown senior housing for not less than twenty years at Brooks Manor, 23 Brooks Street, Charleston, and to enter into any other related documents necessary to complete the Regulatory Agreement, as approved by the City Solicitor. The City Council authorizes the Mayor and City Solicitor to take all necessary steps to finalize the Regulatory Agreement.

**REGULATORY AGREEMENT
AND DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION is made as of the _____ day of _____, 2021, (the “Effective Date”) by **WEST VIRGINIA HOMES, INC.**, a West Virginia non-profit corporation (the “Declarant”) in favor of and for the benefit of the **CITY OF CHARLESTON, WEST VIRGINIA**, a West Virginia municipal corporation (the “City”).

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property and improvements located at 23 Brooks Street, Charleston, West Virginia, commonly referred to as Brooks Manor, (the "Premises"). The Premises are more particularly described in that certain Deed recorded in the Kanawha County Clerk’s Office at **Deed Book 1497, Page 445**, which is hereby made a part of this Regulator Agreement and Declaration of Covenants and Restrictions (the “Declaration”) by reference; and

WHEREAS, the Declarant provides affordable senior housing on the Premises in an apartment-style building near downtown Charleston and the City has an interest in ensuring the long-term availability of affordable senior housing in this area; and

WHEREAS, the Premises require certain upgrades to remain accessible to individuals with disabilities, including the installation of a new elevator, which upgrades (collectively, the “Project”) are to be performed by the Declarant and funded by a United States Department of Housing and Urban Development (“HUD”) approved loan; and

WHEREAS, the City requires that this Declaration governing the long-term affordability standards of the Premises be recorded in with the Kanawha County Clerk’s Office, in order to ensure future tenants of the Premises, after the completion of the Project, are offered affordable rents for a period of not less than twenty (20) years, as stated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the statements made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares that the Premises shall be subject to the following terms, covenants and restrictions for the applicable time periods described below, which shall be covenants running with the land and all of which shall be binding upon the Declarant, its successors and assigns, and shall inure to the benefit of the residents of the City of Charleston:

1. **Affordability Requirements.** From the Effective Date of this Declaration and for a period of not less than twenty (20) years after the completion of the Project, the Declarant shall be restricted to provide affordable housing for seniors aged sixty-two (62) and older with household incomes for 40% of households at the Premises at or below 60% of Area Median Income (“AMI”) as reported by the HUD for the metropolitan statistical area that includes the City of Charleston (“Local AMI”). Notwithstanding the foregoing, any current residents of the Premises

shall be grandfathered in by this Declaration and shall be permitted to continue residing on the Premises, after completion of the Project, even if they are ineligible pursuant to the age or income requirements of this Declaration.

2. **Monitoring.** Declarant shall submit a copy of its annual HUD report to the City, directed to the attention of the Director of the Mayor's Office of Community and Economic Development. Beginning in 2023, the annual deadline for submission is February 28 of each year.

3. **Default and Remedies.** If Declarant fails to observe or perform any provision of this Declaration and the City provides written notice of such failure, the Declarant shall (a) cure such failure within sixty (60) days following written notice from the City of the failure, or (b) if cure of such failure cannot be reasonably effected within the sixty (60) day period, commence to cure the failure within sixty (60) days following written notice from the City of the failure and diligently pursue to cure the failure to completion. If Declarant fails to perform the requirements of the previous sentence, then such failure shall entitle the City to institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, and seek specific performance of the covenants and restrictions contained herein. The Declarant hereby agrees to pay, indemnify and hold the City harmless from any and all costs and expenses (including reasonable attorney's fees) actually incurred in any such action for specific performance hereof following a default hereunder if the City should prevail, unless such costs and expenses are a result of the City's willful misconduct or negligence.

4. **Covenants Running with the Land.** This Declaration shall run with the land and shall be binding upon the Premises, the Project, the Declarant, and the Declarant's successors, successors in title, and permitted assigns, and shall inure to the benefit of the residents of the City of Charleston, the City, and Declarant's successors, successors in interest, successors in title, and permitted assigns.

5. **HUD Rider.** This Declaration is subject to the terms of the HUD Rider to Restrictive Covenants, attached hereto as **Exhibit A**.

6. **Governing Law and Venue.** This Declaration shall be governed by the laws of the State of West Virginia. Venue shall be proper in the Circuit Court for Kanawha County, West Virginia.

7. **Severability.** If any provision hereof is in conflict with any statute or laws of the United States or the State of West Virginia, or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or enforceability, but shall be deemed separable from and shall not invalidate any other provisions of this Declaration.

8. **Amendments.** Any amendment to this Declaration shall be made in writing, signed by both parties, and recorded with the Kanawha County Clerk's Office.

[Signature pages follow]

IN WITNESS WHEREOF, the Declarant has caused this declaration to be executed by its duly authorized representatives, as of the day and year first written above.

DECLARANT:
WEST VIRGINIA HOMES, INC.
a West Virginia non-profit corporation

By _____
Name: Andrew R. Ceperley, Sr.
Title: President

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Andrew R. Ceperley, Sr., the President of WEST VIRGINIA HOMES, INC., a West Virginia non-profit corporation, on behalf of the corporation.

Notary Public

IN WITNESS WHEREOF, the City has authorized this declaration, as shown by the signature of its duly authorized representative, as of the day and year first written above.

CITY OF CHARLESTON, WEST VIRGINIA
A West Virginia Municipal Corporation

By: _____
Name: Amy Shuler Goodwin
Title: Mayor

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Amy Shuler Goodwin, Mayor of CITY OF CHARLESTON, WEST VIRGINIA, a West Virginia municipal corporation, on behalf of the City.

Notary Public

North Charleston Community Center Fire Alarm System, Parts, Installation and Electrical Work
Bid Opening Date 11/12/21

			Brewer & Company 3601 7th Ave Charleston WV 25387 (304)744-5314
Item		Qty	Item Total Cost
Item 1- Fire Alarm System, Parts, Installation and Electrical Work		1	\$28,000.00
Base Bid Total			\$28,000.00
Local Vendor Preference (4%)			 (\$1,120.00) \$26,880.00

North Charleston Community Center Fire Alarm System, Parts, Installation and Electrical Work
Bid Opening Date 11/12/21

Resolution No. 567-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 567-21 – Authorizing the Mayor or City Manager to enter into a contract with Brewer & Company in the amount of \$28,000 to upgrade the fire alarm system at the North Charleston Community Center, where the contract amount was determined through a competitive bidding process.

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 Brewer & Company in the amount of \$28,000 to upgrade the fire alarm system at the North Charleston Community Center, where the contract amount was determined through a competitive bidding process.

Resolution No. 569-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 569-21 – Authorizing the Mayor or City Manager to enter into a cooperative
2 agreement with the Kanawha County Schools, as presented in Exhibit A attached hereto, and to
3 enter into a contract with Miracle Recreation Equipment Company in the amount of \$397,464
4 for the purchase of various playground equipment and related items to be installed at
5 Celebration Station under the direction of Kanawha County Schools, where such equipment will
6 become the property of Kanawha County Schools upon installation.

7
8 Whereas, the City of Charleston, The Greater Kanawha Valley Foundation, the Charleston
9 Rotary Club, and Kanawha County Schools have partnered together to improve and update the
10 cherished community asset known as Celebration Station; and

11
12 Whereas, each community partner has extended an offering of both capital and professional
13 expertise to revitalize the site; and

14
15 Whereas, the Charleston Rotary Club has raised \$149,000 toward the project; and

16
17
18 Whereas, the City of Charleston and Kanawha County Schools wish to enter into a cooperative
19 agreement regarding the administration of the project, as well as the City's role in purchasing
20 playground equipment for a community portion of Celebration Station and the ongoing
21 ownership and maintenance responsibility assigned to Kanawha County Schools upon the
22 completion of the project; and

23
24 Whereas, a copy of the proposed cooperative agreement between the City of Charleston and
25 Kanawha County Schools is attached hereto as Exhibit A; and

26
27 Whereas, the City of Charleston is a part of a purchasing cooperative known as Sourcewell that
28 permits the City to leverage exceptional buying power through a nationally recognized
29 competitive procurement process, which includes the ability to direct purchase playground
30 equipment from participating manufacturers at established contract rates; and

31
32 Whereas, the City of Charleston and Kanawha County Schools have worked cooperatively to
33 identify the best design and equipment to be installed within Celebration Station; and

1
2 Whereas, the City of Charleston, through its cooperative agreement, proposes to purchase the
3 playground equipment for the community portion of the site to be used for the collective
4 benefit of the citizens of the City, where the purchase will be made with both public and private
5 capital dedicated specifically for the project.

6
7 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

8
9 That the Mayor or City Manager is authorized to enter into a cooperative agreement with
10 Kanawha County Schools, as presented in Exhibit A attached hereto, and to enter into a
11 contract with Miracle Recreation Equipment Company in the amount of \$397,464 for the
12 purchase of various playground equipment and related items to be installed at Celebration
13 Station under the direction of Kanawha County Schools, where such equipment will become the
14 property of Kanawha County Schools upon installation.

COOPERATIVE AGREEMENT FOR CELEBRATION STATION II BETWEEN THE CITY OF CHARLESTON AND KANAWHA COUNTY SCHOOLS

This Cooperative Agreement (the “Agreement”), effective on the _____ day of _____, 2021, is by and between the CITY OF CHARLESTON (hereinafter “the City”) and KANAWHA COUNTY SCHOOLS (hereinafter “KCS”).

WHEREAS, KCS is the public school district covering all of Kanawha County, West Virginia, including all of Charleston, West Virginia, and specifically including Piedmont Elementary School; and

WHEREAS, there are two connected playgrounds on KCS property at Piedmont Elementary School, commonly referred to collectively as Celebration Station; one is used mainly by students of Piedmont Elementary School (“Piedmont Playground”) and the other is used by students, community members, and visitors to the City of Charleston (“Community Playground”); and

WHEREAS, KCS and the City have an interest in ensuring that the playgrounds are well maintained, safe, and inviting to the children who attend Piedmont, as well as community members and visitors to the City; and

WHEREAS, KCS and the City wish to work cooperatively in the planning, renovation, and upgrading of the playgrounds as part of a project known as Celebration Station II.

NOW THEREFORE, KCS and the City hereby agree to the following:

1. The City and KCS will work cooperatively to complete Celebration Station II. The City and KCS owe a duty of good faith to each other and shall cooperate to the extent reasonably necessary to assist each other as outlined herein, provided that such cooperation shall not require the other party to incur expense or unnecessary liability. KCS will be project manager for the whole Celebration Station II project—both the Piedmont Playground and the Community Playground. KCS will manage the day-to-day project details, in cooperation with the City and vendors. The management of this project will be at no cost to the City.
2. KCS will be the contract holder and sole fund manager for all renovations occurring to the Piedmont Playground.

3. The City will be the contract holder for the purchase of playground equipment for the Community Playground. The City will work with KCS to identify a suitable playground equipment vendor from the City's purchasing cooperative to install the equipment on the Community Playground.
4. The City will finance the Community Playground, and is therefore responsible for ordering the equipment, paying the vendor(s), paying for delivery and installation of the playground equipment, and covering all other associated costs for the Community Playground renovation covered in this Agreement. For the avoidance of doubt, KCS, as project manager for the Celebration Station II project, will manage the delivery and installation of the playground equipment for the Community Playground renovation.
5. As project manager for the Celebration Station II project, KCS agrees to obtain and keep in force throughout the period of construction of Celebration Station II, at KCS's cost and expense, comprehensive general liability insurance coverage (either primary and/or umbrella policies), which shall include personal injury and bodily injury, operations hazard, contractual liability and products and completed operations liability, in limits not less than One Million Dollars (\$1,000,000.00). KCS agrees to list the City as an additional insured on said insurance coverage and agrees to defend, indemnify, protect and hold harmless the City from and against any and all liabilities, claims, costs, fees, damages, losses, fines, penalties, demands, causes of action (whether in tort or contract, in law or at equity, or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including reasonable attorneys' and experts' fees and expenses) incurred in investigating, defending, or prosecuting any litigation, claim, proceeding, or cause of action (whether in tort or contract, in law or at equity, or otherwise) ("Claims") arising out of or resulting from or in connection with loss of life, personal injury, property damage, or any other Claims asserted against the City and/or that the City may pay or become obligated to pay, arising from or out of, directly or indirectly, wholly or in part, KCS's management of the construction activity for Celebration Station II.
6. KCS agrees that the City's role in the Community Playground is solely financial with respect to procuring the equipment to be installed by the vendor(s) and paying for the delivery and installation. Once the equipment is installed on KCS real property, it shall become the property of KCS and the City will have no role in maintaining the equipment after installation. The City agrees to enter into an assignment of rights agreement with KCS after the installation of the equipment whereby the City assigns all of its rights, under warranty or otherwise, with the vendor(s) that sold and installed the equipment to KCS.

KCS agrees to maintain Celebration Station II in good order and condition. Furthermore, KCS agrees to keep the Community Playground open and available for use by the general public during daytime hours.

7. As the owner of the real property containing the Celebration Station II project, KCS agrees to obtain and keep in force throughout its ownership of Celebration Station II, at KCS's cost and expense, comprehensive general liability insurance coverage (either primary and/or umbrella policies), which shall include personal injury and bodily injury, operations hazard, contractual liability and products and completed operations liability, in limits not less than One Million Dollars (\$1,000,000.00). KCS agrees to list the City as an additional insured on said insurance coverage and agrees to defend, indemnify, protect and hold harmless the City from and against any and all Claims arising out of or resulting from or in connection with loss of life, personal injury, property damage, or any other Claims asserted against the City and/or that the City may pay or become obligated to pay, arising from or out of, directly or indirectly, wholly or in part, the future use of the equipment at Celebration Station II after the construction and installation.
8. Notwithstanding the language in paragraphs 5 and 7 of this Agreement, KCS's obligations under paragraphs 5 and 7 shall in no event exceed the greater of an amount equal to (i) the coverage limits under insurance policies carried by KCS, or (ii) the minimum insurance limits required to be carried by KCS pursuant to the provisions of this Agreement. Paragraphs 5, 7, and 8 shall survive any expiration or termination of this Agreement.
9. All money received by the City from private donors on behalf of this project for the Community Playground will be approved by KCS before it is accepted in order to ensure that the donor is an appropriate entity to contribute to an educational institution's property. Any donation deemed not appropriate by KCS will be communicated in writing to the City and after discussion and by mutual agreement, denied.
10. The City and KCS agree to coordinate regarding any groundbreaking or ribbon cutting events, press releases, and press conferences related to Celebration Station II from the execution of this Agreement through the latter of a ribbon cutting event or the opening of Celebration Station II to the general public.
11. This Agreement contains the entire and only agreement between the City and KCS, and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect. This Agreement shall not be modified in any way except by a writing executed by both parties. This Agreement supersedes and revokes all previous negotiations, whether oral or in writing, between the parties or their

respective representatives, agents, or any other person purporting to represent the City or KCS.

12. All matters pertaining to this Agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of West Virginia. The parties agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Kanawha County, State of West Virginia, in the event that litigation results from or arises out of this Agreement or the performance thereof.

CITY OF CHARLESTON

KANAWHA COUNTY SCHOOLS

By _____
Its _____
Date _____

By _____
Its _____
Date _____



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

QUOTE: 102210081

Project: R0102_44515676469_02

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:

Celebration Station Playground

Quote Number: 102210081
Quote Date: 11/30/2021
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: KidsChoice
Age group: 2-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	56	35.00	89.00	4,984.00
4406R	ACCESS RAMP W/2 MIRACLE TIMBERS-RECYCLED	1	260.00	1,036.00	1,036.00

PlayArea_1

Product line: KidsChoice
Age group: 5-12

Global defaults

Accent (No Anti-Microbial)
Leg
MC Chatterly Accent

METALLIC GRAY
BLUE
GREEN

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MC Chattery Panel A	BLUE
MC Chattery Panel B	LIME
MC Chattery Roof	METALLIC GRAY
Post (No Anti-Microbial)	GREEN
Rockite	GRAY
Rockite Granite	GREEN
Swing Seat	BLUE
Swing Tot Seat	BLUE
Toprail	GREEN
Touch Up Paint	

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	135.00	1,316.00	1,316.00
2740H	SWG PART HARNESS (8' TR)	1	2.00	266.00	266.00
2760	SWG PART GENERATION SWG SEAT W/CHAIN	1	30.00	1,072.00	1,072.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	4	10.00	134.00	536.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	2	15.00	198.00	396.00
305	INCLUSIVE WHIRL	1	1,000.00	13,379.00	13,379.00
3061	CYCLO CONE BASE CLIMBER	1	345.00	13,602.00	13,602.00
4501	CONCERTO TALL CHIMES	1	130.00	5,129.00	5,129.00
4502	CONCERTO VIBES	1	135.00	5,113.00	5,113.00
4507	CONCERTO 3-CONGAS	1	60.00	2,507.00	2,507.00
7188522HH	3 1/2" OD ARCH FRAME 8' TR (2) GEN ST REQ MC	1	200.00	1,617.00	1,617.00
7188522HH	3 1/2" OD ARCH ADD-A-BAY 8' TR GEN SEAT MC	1	170.00	945.00	945.00
X					
7188522X	3 1/2" OD ARCH ADD-A-BAY 2 SEATS REQ MC	2	170.00	823.00	1,646.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	2.00	0.00	0.00
952	FLIPPO OFFSPRING "C" SPRING RIDER	1	315.00	1,660.00	1,660.00
960	LUCKY THE LADYBUG "C" SPRING RIDER	1	245.00	1,776.00	1,776.00
MR0887	MINI CITY CHATTERY	1	587.00	6,513.00	6,513.00
M RTP2022M	BLUE BUTTERFLY CLIMBER	1	177.00	8,289.00	8,289.00
M RTP2030M	INCHWORM CLIMBER	1	106.00	6,085.00	6,085.00

PlayArea_2

Product line: KidsChoice
Age group: 5-12

Global defaults

Accent	BEIGE
Accent Climber	GREEN
Accent Enclosure	BEIGE
Boulder Ridge	BEIGE
Canopy Climber	BLUE
Cham -12' Drop	RED
Cham -Canopy 01	RED
Cham -Canopy 02	RED
Cham -Exit 1	BLUE
Cham -Exit 2	GREEN
Cham -Left Low Bank	RED

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Cham -Right Low Bank	RED
Cham -Start of Slide 01	BLUE
Cham -Start of Slide 02	GREEN
Clamp	BLUE
Panel	BLUE-SAND-BLUE
Panel 01	BLUE-SAND-BLUE
Panel 02	BLUE-SAND-BLUE
Panel 03	BLUE-SAND-BLUE
Panel 04	BLUE-SAND-BLUE
Panel 05	BLUE-SAND-BLUE
Panel 06	BLUE-SAND-BLUE
Post	BLUE
PVC	GREY
Rockite	GREEN
Rockite Orb 01	BLUE
Rockite Orb 02	BEIGE
Rockite Orb 03	GREEN
Rockite Orb 04	GRAY
Roof Mesh	GREEN
Roof Mesh 01	BLUE
Roof Mesh 02	BLUE
Roof Mesh 03	BLUE
Roof Mesh 04	BLUE
Roof Mesh 05	BLUE
Roof Mesh 06	BLUE
Roof Mesh 07	BLUE
Rope	GREEN
Sensory Panel	BLUE CLEAR
Slide Canopy	GRAY
Slide Rockite	BLUE
Spiral Barrel	GREEN
Spiral Canopy	GREEN-BLUE
Tensile Tough Chain/Net	HUNTER GREEN

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	5	125.00	1,223.00	6,115.00
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	4	155.00	1,625.00	6,500.00
7145129	PENTAGON DECK (ATTACHES TO 5 POSTS)	3	200.00	2,656.00	7,968.00
71451709	HEPTAGON DECK W/OPEN CENTER (ATTACHES TO 7 POSTS)	1	600.00	4,999.00	4,999.00
7145493	5" OD X 112" POST (3' DECK)	4	65.00	327.00	1,308.00
7145494	5" OD X 124" POST (4' DECK)	6	70.00	352.00	2,112.00
714551	5" OD X 106" POST (2'6" DECKS OR LESS)	2	60.00	297.00	594.00
714552	5" OD X 136" POST (3' TO 5' DECKS)	12	75.00	375.00	4,500.00
714553	5" OD X 160" POST (5'6" TO 6'6" DECKS)	8	90.00	414.00	3,312.00
714555	5" OD X 76" POST FOR FENCING & PANELS	2	50.00	226.00	452.00
714572	5" OD X 144" POST FOR ROOF (3' DECKS OR LESS)	10	85.00	352.00	3,520.00
714573	5" OD X 168" POST FOR ROOF (3'6"-5' DECK)	5	100.00	441.00	2,205.00
714576	5" OD X 204" POST FOR ROOF (8' DECK)	7	120.00	519.00	3,633.00
7146086	WAVY WEDGE WALL WALKER (6'6" DECK)	1	290.00	5,144.00	5,144.00
7146155	MONSTER PIPE CLIMBER, STRAIGHT (4' & 5' DECK)	1	130.00	2,289.00	2,289.00
7146386	GROOVE II SLIDE (6' & 6'6" DECK)	1	350.00	2,455.00	2,455.00
7146616	DNA CLIMBER (6' & 6'6" DECK)	1	2,000.00	4,602.00	4,602.00
7146704	CHAMELEON II SHORT STRAIGHT SECTION	1	60.00	605.00	605.00
	Cham -12' Drop: GREEN				

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7146704	CHAMELEON II SHORT STRAIGHT SECTION Cham -12' Drop: BLUE	2	60.00	605.00	1,210.00
7146705	CHAMELEON II RIGHT SECTION Cham -Right Low Bank: GREEN	1	60.00	605.00	605.00
7146706	CHAMELEON II LEFT SECTION Cham -Left Low Bank: BLUE	1	60.00	605.00	605.00
7146706	CHAMELEON II LEFT SECTION Cham -Left Low Bank: GREEN	1	60.00	605.00	605.00
714670M21	CHAM II DBL SLIDE ENTRY/EXIT (5'-6'6" DK) Cham -Canopy 01: BLUE Cham -Canopy 02: GREEN	1	290.00	2,996.00	2,996.00
7146825	AVALANCHE INCLUSIVE SLIDE W/TUBES (5' DECK)	1	300.00	5,734.00	5,734.00
7146915	DOMES CLIMBER W/ORBS (5' DECK)	1	180.00	3,291.00	3,291.00
714700	5' SIDE-BY-SIDE SLIDE W/CANOPY (3' DECK)	1	120.00	1,942.00	1,942.00
71471311	SENSORY PANEL TEXTURED STAR CIRCLE	1	55.00	2,082.00	2,082.00
71471312	SENSORY PANEL TEXTURED TRIANGLE HEXAGON	1	55.00	2,066.00	2,066.00
71471313	SENSORY PANEL TEXTURED SQUARE OVAL	1	55.00	2,075.00	2,075.00
7147137B	STORE FRONT PANEL (BELOW DECK ONLY)	1	65.00	1,415.00	1,415.00
7147149HB	ROLLER RACER 1/2 PANEL (BELOW DECK)	1	50.00	1,319.00	1,319.00
7147152	FINGER MAZE PANEL Panel: LIME-SAND-LIME	1	45.00	1,044.00	1,044.00
71471520	INTERACTIVE PANEL FRAME	4	35.00	459.00	1,836.00
714715203	VERY BURIED INSERT	1	20.00	1,544.00	1,544.00
714715204	A-MAZE-ING INSERT	1	20.00	839.00	839.00
714715205	FOUR-THE-WIN INSERT	1	20.00	1,053.00	1,053.00
714715207	SLIDE & SOLVE INSERT	1	20.00	1,231.00	1,231.00
714716	VIEW GROOVE PANEL	1	30.00	674.00	674.00
71475716	VERTICAL CLIMBING WALL (6'6" DECK)	1	150.00	2,865.00	2,865.00
71475969	9'4" TYP SLIDE 630 D (6' & 6'6" DECK)	1	2,000.00	9,300.00	9,300.00
7147632	TIC-TAC-TOE PANEL	1	50.00	1,418.00	1,418.00
71478472	TORNADO, DECK MOUNTED (72" EXT)	1	260.00	4,078.00	4,078.00
714787	TOT ROCK CLIMBER (3' DECK)	1	110.00	1,374.00	1,374.00
714796P1	BELL (POST MOUNT)	1	10.00	196.00	196.00
7147976	CENTER LADDER W/ENCL (6'6" HEPTAGON DECK)	1	105.00	1,374.00	1,374.00
7148096	TENSILE TOWER (6'6" DECK)	1	265.00	4,560.00	4,560.00
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	4	120.00	1,354.00	5,416.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	568.00	568.00
714816	WALL ENCLOSURE	2	45.00	652.00	1,304.00
7148172B	BENCH PANEL (BELOW DECK)	1	50.00	1,200.00	1,200.00
7148192D	BOULDER RIDGE 2 SECTION, GROUND TO DECK	1	305.00	3,728.00	3,728.00
7148446	VERTICAL CLIMBER CARGO (6'6" DECK)	1	90.00	1,281.00	1,281.00
71485139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1	225.00	3,387.00	3,387.00
71486251	PENTAGON PAGODA ROOF Roof Mesh 01: GREEN Roof Mesh 02: GREEN Roof Mesh 03: GREEN Roof Mesh 04: GREEN Roof Mesh 05: GREEN	1	390.00	9,611.00	9,611.00
71486251	PENTAGON PAGODA ROOF	2	390.00	9,611.00	19,222.00
7148627	ROOF FOR HEPTAGON DECK, PERF STEEL	1	750.00	6,185.00	6,185.00
7148627CF	CUPOLA TOP W/FLAG POLE FOR 7148627 HEPT ROOF	1	130.00	1,491.00	1,491.00
7149071U	"L" SLIDE RH, ROCKITE VORTEX (3' DECK)	1	100.00	1,419.00	1,419.00
71492095	12' RAMP GROUND TO DECK 1:12, W/OUT POST	1	570.00	8,046.00	8,046.00
7149219	12' RAMP DECK TO DECK 1:12	2	580.00	7,610.00	15,220.00
7149599	ADA STAIRS BETWEEN DECKS W/2' RISE	2	220.00	3,316.00	6,632.00
714961S1	DELIGHT-O-SCOPE TELESCOPE (STEEL MOUNT)	1	20.00	569.00	569.00

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7149709	8' ARCH BRIDGE BETWEEN DECKS	1	380.00	5,165.00	5,165.00
714987	HUMP LOOP BRIDGE BETWEEN DECKS	1	90.00	1,781.00	1,781.00
7149922	LOOKOUT TOWER	2	50.00	1,145.00	2,290.00
7149929	KIDS' PERCH	2	105.00	1,111.00	2,222.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00	0.00	0.00
MRTP2023M	MUSHROOM PATH STEPPER	1	250.00	8,645.00	8,645.00

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	1	0.00	4.00	4.00
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
11302021	48 SUPER SACKS OF RUBBER MULCH, DELIVERED	1	0.00	28,680.00	28,680.00
11302021C	4" SUB BASE FOR PIP, INCLUDING INSTALLATION	1	0.00	8,600.00	8,600.00
11302021PI P	POURED in PLACE SURFACING /SOFT SHOULDER for INCLUSIVE PIECES	1	0.00	41,467.00	41,467.00

Totals:

Equipment Weight: 27,621.00 lbs
 Equipment List: \$304,897.00
 Discount Amount: -\$95,000.00
 Equipment Price: \$209,897.00
 Freight: \$10,820.00 Code: 7798
 Installation: \$98,000.00

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Products by Other: \$78,747.00
SubTotal: \$397,464.00
Estimated Sales Tax*: \$0.00
Grand Total: \$397,464.00

Notes:

This quote does not include unloading of the truck. The City of Charleston's Sourcwell ID is 2150 and Miracle Recreation's ID is 010521-LTS-3. This pricing is good until December 30, 2021

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: 102210081 Quote Date: 11/30/2021 Equipment: \$304,897.00 Grand Total: \$397,464.00

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

12/2/2021

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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.

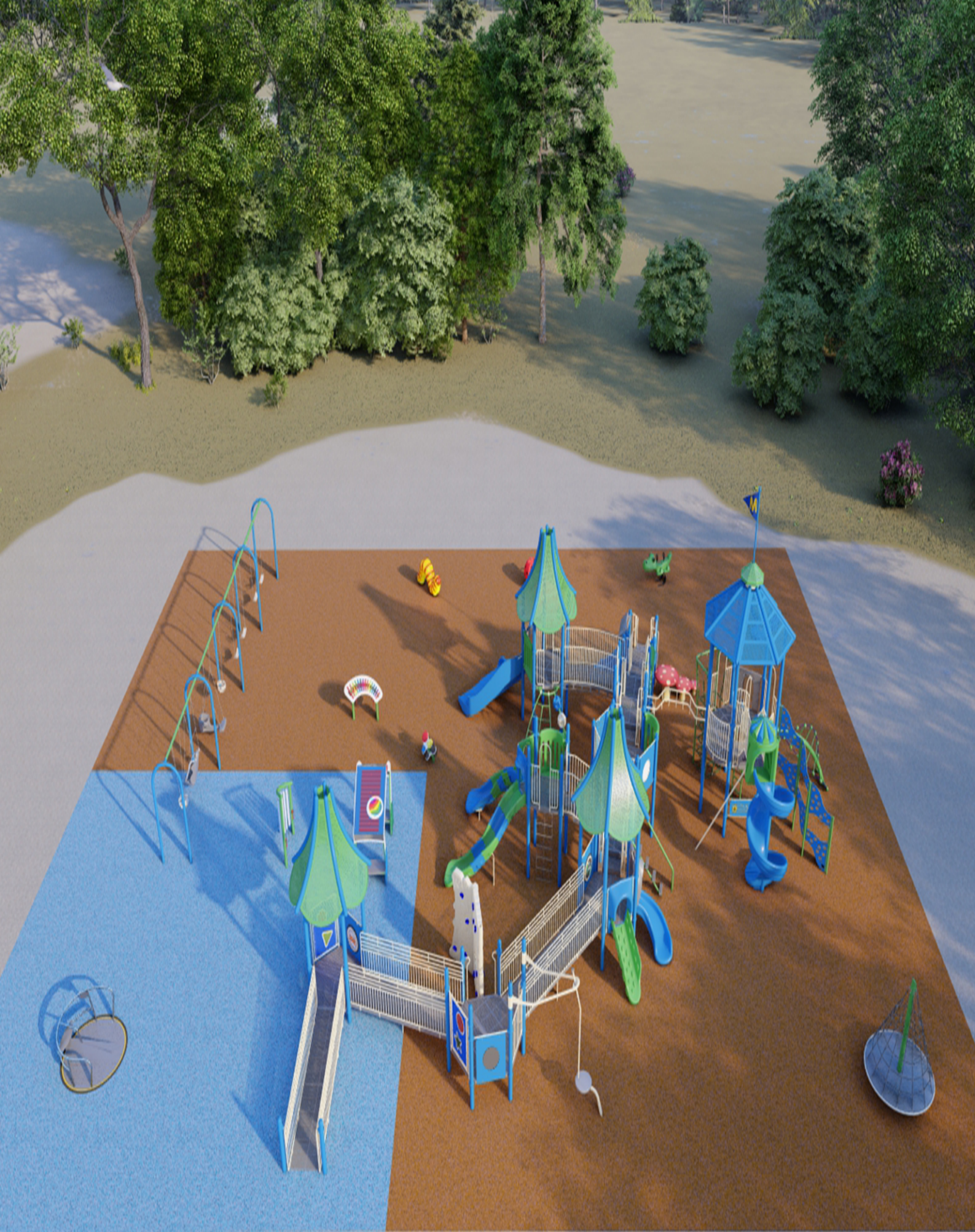
10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed 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









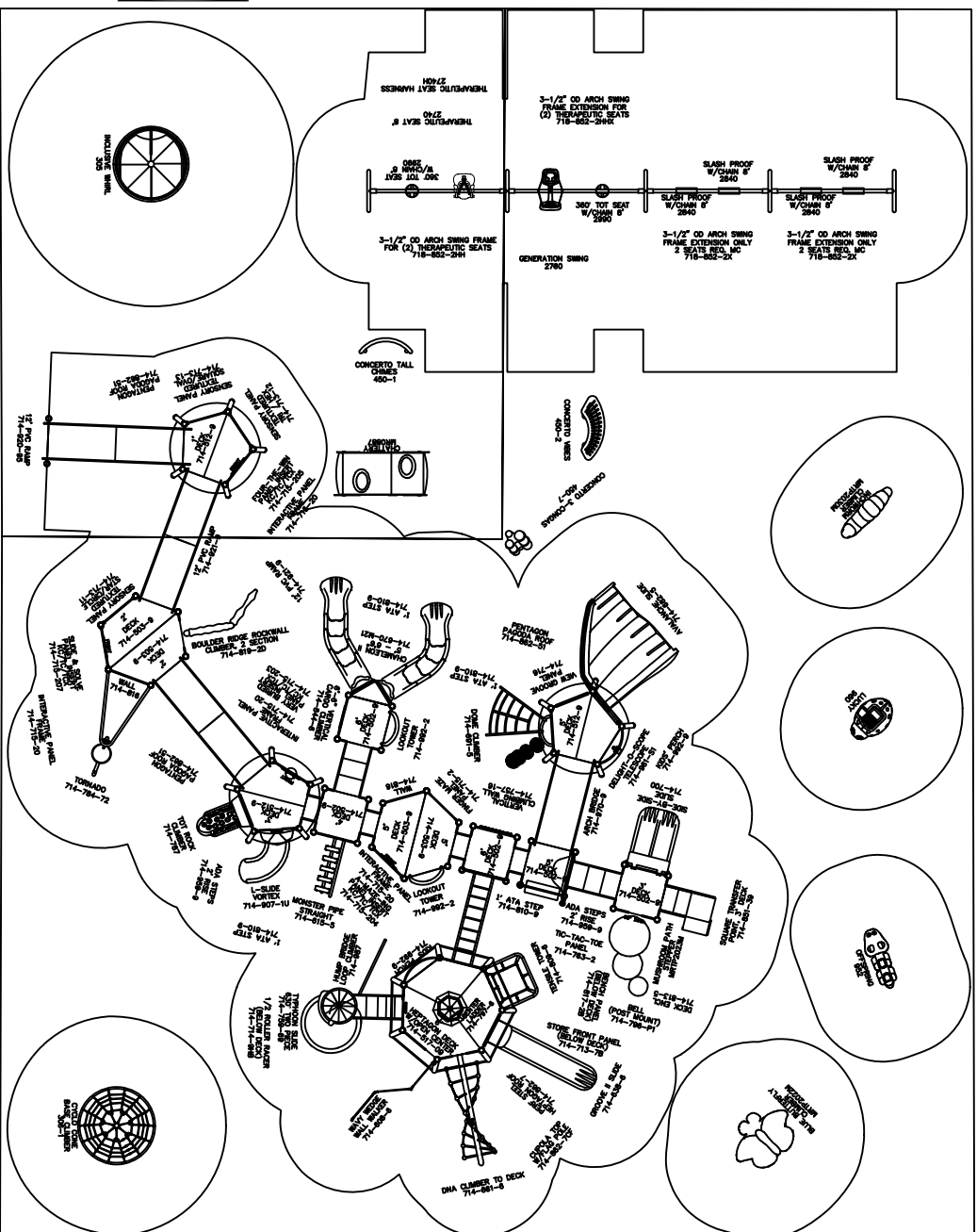
Play Area Capacity: 285-295

CELEBRATION STATION CHARLESTON, WV

5-12 PLAY AREA	
ELEVATED PLAY ACTIVITIES - TOTAL	25
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	24
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	9
GROUND LEVEL ACTIVITY TYPE	REOD
GROUND LEVEL ACTIVITY QUANTITY	24
	REOD
	8

AREA: 7273 sq ft
PERIMETER: 390 ft
The information provided is for estimation purposes only.

AREA: 2080 sq ft
PERIMETER: 183 ft
The information provided is for estimation purposes only.



To verify full compliance, visit www.ipema.org.
To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

CD226239

GROUND SPACE: 93' X 77'
PROTECTIVE AREA: 109' X 86'

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR

AGES
5-12

SCALE: 1"=16'-0"

ADDITIONAL GROUND LEVEL ACCESSIBLE
ITEMS NEEDED FOR ADA COMPLIANCE:

TYPE: 0

QUANTITY: 0

DATE: 11/24/2021

TRIP



CITY OF CHARLESTON
Payroll Variance Analysis
November 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%	127,858	126,315	1,543	1.21%	302,210	175,895
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	23,247	23,000	247	1.06%	127,858	126,315	1,543	1.21%	302,210	175,895
Mayor - CARE Office	409-02	Regular	20,439	11,125	9,314	45.57%	112,413	84,610	27,803	24.73%	265,704	181,094
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	20,439	11,125	9,314	45.57%	112,413	84,610	27,803	24.73%	265,704	181,094
City Council	410	Regular	13,000	12,250	750	5.77%	71,500	63,500	8,000	11.19%	169,000	105,500
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	13,000	12,250	750	5.77%	71,500	63,500	8,000	11.19%	169,000	105,500
City Manager - Admin.	412-00	Regular	41,842	38,923	2,919	6.98%	227,323	212,550	14,773	6.50%	543,948	331,398
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	41,842	38,923	2,919	6.98%	227,323	212,550	14,773	6.50%	543,948	331,398
City Treasurer	413	Regular	10,136	5,462	4,675	46.12%	55,750	56,120	(371)	-0.67%	131,772	75,652
		IPT	692	1,591	(899)	-129.82%	3,808	4,841	(1,033)	-27.14%	9,000	4,159
		OT	-	-	-		-	-	-		-	-
		Total	10,829	7,053	3,776	34.87%	59,557	60,962	(1,404)	-2.36%	140,772	79,811
City Collector	414	Regular	52,379	43,619	8,760	16.72%	288,087	251,278	36,809	12.78%	680,933	429,655
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	15	(15)		-	(15)
		Total	52,379	43,619	8,760	16.72%	288,087	251,292	36,795	12.77%	680,933	429,641
City Clerk	415	Regular	10,062	9,847	215	2.13%	55,340	54,160	1,180	2.13%	130,804	76,644
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,062	9,847	215	2.13%	55,340	54,160	1,180	2.13%	130,804	76,644
Municipal Court	416	Regular	22,674	22,586	88	0.39%	124,707	124,386	321	0.26%	294,761	170,375
		IPT	1,385	1,118	267	19.25%	7,615	3,100	4,515	59.29%	18,000	14,900
		OT	1,809	1,509	300	16.57%	9,951	6,112	3,839	38.58%	23,520	17,408
		Total	25,868	25,213	654	2.53%	142,273	133,597	8,676	6.10%	336,281	202,684

CITY OF CHARLESTON
Payroll Variance Analysis
November 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%	164,179	160,346	3,833	2.33%	388,059	227,713
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	29,851	29,154	697	2.33%	164,179	160,346	3,833	2.33%	388,059	227,713
Accounting	418	Regular	22,030	15,708	6,322	28.70%	121,164	107,720	13,444	11.10%	286,388	178,668
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	22,030	15,708	6,322	28.70%	121,164	107,720	13,444	11.10%	286,388	178,668
Engineering - General	420-00	Regular	38,055	37,177	878	2.31%	209,301	204,475	4,826	2.31%	494,712	290,237
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	38,055	37,177	878	2.31%	209,301	204,475	4,826	2.31%	494,712	290,237
Engineering - Stormwater	420-01	Regular	10,558	10,250	308	2.91%	58,068	56,376	1,692	2.91%	137,252	80,876
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,558	10,250	308	2.91%	58,068	56,376	1,692	2.91%	137,252	80,876
MOECD	421	Regular	29,451	26,937	2,514	8.54%	161,978	151,626	10,352	6.39%	382,858	231,232
		IPT	-	669	(669)		-	5,573	(5,573)		-	5,573
		OT	-	-	-		-	-	-		-	-
		Total	29,451	27,605	1,845	6.27%	161,978	157,200	4,779	2.95%	382,858	236,805
Human Resources	422	Regular	30,944	30,664	280	0.91%	170,192	168,067	2,125	1.25%	402,272	234,205
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,944	30,664	280	0.91%	170,192	168,067	2,125	1.25%	402,272	234,205
Mail Room	431	Regular	2,704	1,957	748	27.64%	14,874	3,270	11,605	78.02%	35,157	31,887
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	2,704	1,957	748	27.64%	14,874	3,270	11,605	78.02%	35,157	31,887
Building Commission	436	Regular	52,410	51,091	1,319	2.52%	288,254	280,916	7,337	2.55%	681,327	400,411
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	52,410	51,091	1,319	2.52%	288,254	280,916	7,337	2.55%	681,327	400,411

CITY OF CHARLESTON
Payroll Variance Analysis
November 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	35,108	870	2.42%	197,877	178,568	19,309	9.76%	467,710	289,142
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	35,978	35,108	870	2.42%	197,877	178,568	19,309	9.76%	467,710	289,142
Information Systems	439	Regular	46,702	37,098	9,604	20.56%	256,861	223,855	33,006	12.85%	607,126	383,271
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	46,702	37,098	9,604	20.56%	256,861	223,855	33,006	12.85%	607,126	383,271
General Services	440	Regular	34,895	30,534	4,361	12.50%	190,021	167,121	22,900	12.05%	453,634	286,513
		IPT	3,462	-	3,462	100.00%	19,038	2,058	16,981	89.19%	45,000	42,943
		OT	5,040	2,532	2,508	49.77%	27,720	35,866	(8,146)	-29.39%	65,520	29,654
		Total	43,396	33,065	10,331	23.81%	236,779	205,045	31,735	13.40%	564,154	359,109
Constituent Services	442-01	Regular	13,857	11,874	1,982	14.31%	71,560	51,015	20,545	28.71%	180,139	129,124
		IPT	1,800	-	1,800	100.00%	8,100	-	8,100	100.00%	23,400	23,400
		OT	-	40	(40)		-	499	(499)		-	-
		Total	15,657	11,915	3,742	23.90%	79,660	51,514	28,146	35.33%	203,539	152,524
Morris Square Property	500	Regular	1,986	2,116	(130)	-6.57%	10,921	11,564	(643)	-5.88%	25,814	14,250
		IPT	-	-	-		-	-	-		-	-
		OT	775	10	766	98.74%	4,265	88	4,177	97.94%	10,080	9,992
		Total	2,761	2,126	635	23.01%	15,186	11,652	3,534	23.27%	35,894	24,242
Public Works	566	Regular	14,769	14,187	582	3.94%	81,231	77,302	3,929	4.84%	192,000	114,698
		IPT	-	-	-		-	-	-		-	-
		OT	231	698	(467)	-202.34%	1,269	2,778	(1,509)	-118.87%	3,000	222
		Total	15,000	14,885	115	0.77%	82,500	80,080	2,420	2.93%	195,000	114,920
Public Grounds - Adm.	567-00	Regular	65,644	61,786	3,858	5.88%	361,041	342,039	19,002	5.26%	853,369	511,330
		IPT	-	-	-		-	-	-		-	-
		OT	1,938	484	1,455	75.04%	10,662	4,871	5,790	54.31%	25,200	20,329
		Total	67,582	62,269	5,313	7.86%	371,702	346,910	24,792	6.67%	878,569	531,659

CITY OF CHARLESTON
Payroll Variance Analysis
November 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Public Grounds - C/T	567-01	Regular	5,035	5,035	0	0.00%	27,694	27,815	(122)	-0.44%	65,458	37,643
		IPT	-	-	-		-	-	-		-	-
		OT	323	-	323	100.00%	1,777	1,380	397	-100.00%	4,200	2,820
		Total	5,358	5,035	323	6.03%	29,471	29,196	275	0.93%	69,658	40,462
Police - Uniform	700-00	Regular	648,984	626,872	22,111	3.41%	3,569,411	3,367,508	201,903	5.66%	8,436,790	5,069,282
		OT	146,241	170,890	(24,649)	-16.86%	794,943	1,040,947	(246,003)	-30.95%	1,901,129	860,182
		Reimb.	(1,923)	(3,376)	1,453	75.55%	(10,577)	(17,984)	7,407	70.03%	(25,000)	(7,016)
		Total	793,301	794,386	(1,085)	-0.14%	4,353,777	4,390,471	(36,694)	-0.84%	10,312,919	5,922,448
Police - Civilian	700-01	Regular	66,161	63,719	2,442	3.69%	363,887	350,359	13,528	3.72%	860,096	509,737
		IPT	3,846	2,350	1,496	38.90%	21,154	10,960	10,194	48.19%	50,000	39,040
		OT	7,237	6,295	942	13.01%	39,803	34,592	5,211	13.09%	94,080	59,488
		Total	77,244	72,364	4,880	6.32%	424,844	395,911	28,933	6.81%	1,004,176	608,265
Fire - Uniform	706-00	Regular	698,215	642,246	55,969	8.02%	3,804,373	3,636,264	168,109	4.42%	9,076,795	5,440,531
		OT	112,989	92,412	20,577	18.21%	605,757	573,571	32,186	5.31%	1,468,858	895,287
		Reimb.	(923)	(5,898)	4,975	538.92%	(5,077)	(19,167)	14,090	277.54%	(12,000)	7,167
		Total	810,281	728,761	81,521	10.06%	4,405,053	4,190,668	214,385	4.87%	10,533,653	6,342,985
Fire - Civilian	706-01	Regular	7,450	7,233	217	2.91%	40,975	39,781	1,194	2.91%	96,849	57,068
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	7,450	7,233	217	2.91%	40,975	39,781	1,194	2.91%	96,849	57,068
Traffic	712	Regular	31,040	31,915	(874)	-2.82%	170,723	175,508	(4,785)	-2.80%	403,526	228,018
		IPT	-	-	-		-	-	-		-	-
		OT	905	354	551	60.88%	4,975	3,469	1,506	30.28%	11,760	8,291
		Total	31,945	32,268	(323)	-1.01%	175,698	178,977	(3,279)	-1.87%	415,286	236,309
Emergency Services	716	Regular	6,438	-	6,438	100.00%	35,407	-	35,407	100.00%	83,689	83,689
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	6,438	-	6,438	100.00%	35,407	-	35,407	100.00%	83,689	83,689

CITY OF CHARLESTON
Payroll Variance Analysis
November 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Street	750	Regular	177,416	151,474	25,942	14.62%	975,790	840,294	135,495	13.89%	2,306,412	1,466,118
		IPT	-	-	-		-	-	-		-	-
		OT	31,846	6,825	25,021	78.57%	94,154	88,101	6,053	6.43%	252,000	163,899
		Total	209,262	158,299	50,964	24.35%	1,069,944	928,395	141,548	13.23%	2,558,412	1,630,017
Equipment Maintenance	754	Regular	53,160	53,689	(529)	-0.99%	292,381	298,051	(5,669)	-1.94%	691,083	393,032
		IPT	-	-	-		-	-	-		-	-
		OT	4,200	2,256	1,944	46.28%	23,100	13,115	9,985	43.22%	54,600	41,485
		Total	57,360	55,945	1,415	2.47%	315,481	311,166	4,315	1.37%	745,683	434,517
Refuse & Recycling	800	Regular	154,142	150,992	3,151	2.04%	847,781	818,285	29,497	3.48%	2,003,847	1,185,562
		IPT	-	-	-		-	-	-		-	-
		OT	18,092	6,614	11,479	63.45%	99,508	46,133	53,375	53.64%	235,200	189,067
		Total	172,234	157,605	14,629	8.49%	947,289	864,417	82,872	8.75%	2,239,047	1,374,630
Parks & Recreation	900	Regular	90,344	79,886	10,457	11.58%	496,890	458,140	38,750	7.80%	1,174,468	716,328
		IPT	5,600	8,887	(3,287)	-58.69%	156,800	71,699	85,101	54.27%	280,000	208,301
		OT	4,135	909	3,227	78.03%	22,745	32,266	(9,522)	-41.86%	53,760	21,494
		Total	100,079	89,682	10,397	10.39%	676,435	562,105	114,330	16.90%	1,508,228	946,123
Public Arts	906	Regular	4,000	4,120	(120)	-3.00%	22,000	22,414	(414)	-1.88%	52,000	29,586
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,000	4,120	(120)	-3.00%	22,000	22,414	(414)	-1.88%	52,000	29,586
Spring Hill Cemetery	952	Regular	23,724	23,761	(38)	-0.16%	130,480	127,338	3,142	2.41%	308,407	181,069
		IPT	-	-	-		24,863	9,524	15,338	61.69%	46,800	37,276
		OT	775	-	775	100.00%	4,265	679	3,586	84.08%	10,080	9,401
		Total	24,499	23,761	738	3.01%	159,607	137,541	22,066	13.83%	365,287	227,746
General Fund		Regular	2,589,721	2,403,393	186,328	7.19%	14,198,292	13,318,935	879,357	6.19%	33,666,369	20,347,434
		IPT	16,785	14,615	2,170	12.93%	241,378	107,755	133,623	55.36%	472,200	375,592
		OT	336,537	291,827	44,710	13.29%	1,744,892	1,884,482	(139,590)	-8.00%	4,212,987	2,329,004
		Reimb.	(2,846)	(9,274)	6,428	225.83%	(15,654)	(37,151)	21,497	137.33%	(37,000)	151
		Total	2,940,197	2,700,561	239,636	8.15%	16,168,908	15,274,021	894,887	5.53%	38,314,556	23,052,181

CITY OF CHARLESTON
Payroll Variance Analysis
November 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	53,525	(11,412)	-27.10%	231,621	279,969	(48,348)	-20.87%	547,468	267,499
		IPT	7,269	-	7,269	100.00%	39,981	3,234	36,747	91.91%	94,500	91,266
		OT	4,062	4,057	5	0.12%	22,338	13,067	9,271	41.50%	52,800	39,733
		Total	53,444	57,581	(4,137)	-7.74%	293,940	296,270	(2,330)	-0.79%	694,768	398,498
Parking System	406	Regular	54,906	48,756	6,150	11.20%	301,986	277,881	24,105	7.98%	713,784	435,903
		IPT	3,923	1,795	2,129	54.26%	21,577	12,667	8,910	41.30%	51,000	38,333
		OT	1,292	321	971	75.14%	7,108	4,998	2,110	29.68%	16,800	11,802
		Total	60,122	50,872	9,250	15.39%	330,670	295,545	35,125	10.62%	781,584	486,039
Total		Regular	2,686,740	2,505,674	181,066	6.74%	14,731,898	13,876,784	855,114	5.80%	34,927,621	21,050,837
		IPT	27,977	16,409	11,568	41.35%	302,936	123,656	179,280	59.18%	617,700	494,044
		OT	341,891	296,205	45,686	13.36%	1,774,338	1,902,547	(128,209)	-7.23%	4,282,587	2,380,040
		Reimb.	(2,846)	(9,274)	6,428	-225.83%	(15,654)	(37,151)	21,497	-137.33%	(37,000)	151
		Total	3,053,762	2,809,014	244,748	8.01%	16,793,519	15,865,836	927,683	5.52%	39,790,908	23,925,072

Vacancy Report:

CARE Office	3
City Manager	1
Treasurer	1
City Collector	2
Accounting	1
MOECD	1
Information Systems	1
General Services	1
Public Works (all)	17
Police - Uniform	13
Fire - Uniform	23
Homeland Security	1
Parks & Rec	2
Total General Fund	67
Parking System	2
Total All	69

**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, December 2, 2021**
RE: **November 2021** Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1,169

Criminal Violations: 213
Traffic Violations: 913
Parking: 0
Building Search Warrants: 43

RESTITUTION COLLECTED (paid to victims): \$473.00

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

Violations by Filed Date...

TRAFFIC	913	
CRIMINAL	213	
BUILDING SEARCH WARRANT	43	
Total Filed Violations		1,169

Completed Cases...

Paid Fine...

TRAFFIC	240	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
Total Paid Fines		242

Before Judge...

TRAFFIC	44	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
Total Before Judge		46

Total Completed		288
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Other Completed...

DISMISS- OFFICER NOT WITH CITY

TRAFFIC	1	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
Total		3

DISMISSED (BY COMPLAINANT)

TRAFFIC	0	
CRIMINAL	1	
BUILDING SEARCH WARRANT	0	
Total		1

DEFENDANT DECEASED

TRAFFIC	1	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		1

DISMISSED OFFICER FAIL TO PROS

TRAFFIC	12	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
Total		14

DISMISSED(PRESENTED INSURANCE)

CHARLESTON MUNICIPAL COURT

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Report For November 1, 2021 Thru November 30, 2021 FILEDST

TRAFFIC	97	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		97

DISMISSED E-PROOF		
TRAFFIC	12	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		12

DISMISSED (PRESENTED DL)		
TRAFFIC	8	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		8

DISMISSED STORE CLOSED		
TRAFFIC	0	
CRIMINAL	1	
BUILDING SEARCH WARRANT	0	
Total		1

DISMISSED (PROSECUTOR'S ORDER)		
TRAFFIC	19	
CRIMINAL	5	
BUILDING SEARCH WARRANT	0	
Total		24

Dismissed at Officers Request		
TRAFFIC	40	
CRIMINAL	1	
BUILDING SEARCH WARRANT	0	
Total		41

DISMISSED PRESENTED RECORDS		
TRAFFIC	243	
CRIMINAL	5	
BUILDING SEARCH WARRANT	0	
Total		248

DISMISSED AFTER PT DIVERSION		
TRAFFIC	8	
CRIMINAL	5	
BUILDING SEARCH WARRANT	0	
Total		13

Dismissed Pursuant to Plea		
TRAFFIC	3	
CRIMINAL	5	
BUILDING SEARCH WARRANT	0	
Total		8

DISMISSED VICTIM/WITNESS FTA

CHARLESTON MUNICIPAL COURT

Page: 3

Report For November 1, 2021 Thru November 30, 2021 FILEDST

TRAFFIC	0	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
Total		2

DISMISSED WITHOUT PREJUDICE

TRAFFIC	11	
CRIMINAL	31	
BUILDING SEARCH WARRANT	0	
Total		42

OFFICER/COMPLAINANT DECEASED

TRAFFIC	0	
CRIMINAL	1	
BUILDING SEARCH WARRANT	0	
Total		1

VOIDED DOCKET

TRAFFIC	1	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
Total		3

Total Other Completed	519
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Grand Total Completed	807
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Net Difference Filed/Complete	362
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Warrants...

Issued...

TRAFFIC	484	
CRIMINAL	292	
BUILDING SEARCH WARRANT	0	
Total Violations		776
Total Warrants Issued		776

Cleared...

TRAFFIC	299	
CRIMINAL	220	
BUILDING SEARCH WARRANT	0	
Total Violations		519
Total Warrants Cleared		519

Change in Total Warrants	257
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Other Paid Cases...

Paid Fine...

Total Other Paid Fines	110
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CHARLESTON MUNICIPAL COURT

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Report For November 1, 2021 Thru November 30, 2021 FILEDST

FINE FINE	\$23,862.01
LAWFND LAW ENFORCE. TRAIN STATE	\$3,611.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$1,525.00
CVC CRIME VICTIM'S FUND	\$2,501.00
ADMIN ADMINISTRATIVE COST	\$624.00
JAILF REGIONAL JAIL CORR.	\$12,135.00
REST RESTITUTION	\$473.00
NSF NSF	\$50.00
CCF COMMUNITY CORRECTIONS FUND	\$67.00
OP OVER PAYMENT	\$55.00
PCADM PC ADMIN FEE	\$125.00
Total Fees/Fines Paid	\$45,028.01

Building Search Warrants- November, 2021

Docket No	Name	Defendant Address	Status	Status Date/Time
SW21000108	MCCORMICK, ALLEN RAY JR	1051 BEECH AVENUE	SW	11/2/2021 1:50 AM
SW21000098	LAYNE, CLARA E	507 AMARON STREET	SW	11/2/2021 3:30 PM
SW21000099	ZARGARIAN, VAHE	604 MARKET STREET	SW	11/2/2021 3:30 PM
SW21000100	NAJ LLC,	401 PICCADILLY STREET	SW	11/2/2021 3:30 PM
SW21000101	NAJ, LLC,	404 MARY STREET	SW	11/2/2021 3:30 PM
SW21000102	CRAFT, JAMES R	440 ROCKAWAY ROAD	SW	11/2/2021 3:30 PM
SW21000103	BERRY, ALMA J	1526 2ND AVENUE	SW	11/2/2021 3:30 PM
SW21000104	BERRY, WOODROW JR		SW	11/2/2021 3:30 PM
SW21000105	DADDY AND MOM,LLC,	1017 RED OAK STREET	SW	11/2/2021 3:30 PM
SW21000106	WALKER, WILLIE	202 CORA STREET	SW	11/2/2021 3:30 PM
SW21000107	P & J REAL ESTATE,	516 PACIFIC STREET	SW	11/2/2021 3:30 PM
SW21000109	MCCOMAS, CHARLES	730 GARVIN AVENUE	SW	11/2/2021 3:30 PM
SW21000110	MCCOMAS, MONA	730 GARVIN AVENUE	SW	11/2/2021 3:30 PM
SW21000111	CARTER, SHARON L	862 SHERWOOD RD	SW	11/2/2021 3:30 PM
SW21000112	MONK, MAGGIE	1002 ASPEN	SW	11/2/2021 3:30 PM
SW21000113	MOORE, ROGER	2 WADE STREET	SW	11/2/2021 3:30 PM
SW21000114	MOORE, ANGELA	2 WADE STREET	SW	11/2/2021 3:30 PM
SW21000115	P & J REAL ESTATE,	803 A VINCENT STREET	SW	11/2/2021 3:30 PM
SW21000116	MATHEWS, REBECCA	633 WOOD ROAD	SW	11/2/2021 3:30 PM
SW21000117	P & J REAL ESTATE,	516 PACIFIC STREET	SW	11/2/2021 3:30 PM
SW21000118	MOORE, ROGER	518 PACIFIC STREET	SW	11/2/2021 3:30 PM
SW21000119	MOORE, ANGELA	518 PACIFIC STREET	SW	11/2/2021 3:30 PM
SW21000120	HOPE COMMUNITY DEVEL,	923 MAIN STREET	SW	11/2/2021 3:30 PM
SW21000121	PEPORA ENV. RECL. & CONST.	925 MAIN STREET	SW	11/2/2021 3:30 PM
SW21000122	GIDDENS, WENDELL	407 GLENWOOD AVENUE	SW	11/2/2021 3:30 PM
SW21000123	MCDANIEL, RICHARD	406 OHIO AVENUE	SW	11/2/2021 3:30 PM
SW21000124	MCDANIEL, ELIZABETH L	406 OHIO AVENUE	SW	11/2/2021 3:30 PM
SW21000125	HOPE COMMUNITY DEV.,	1540 2ND AVENUE	SW	11/2/2021 3:30 PM
SW21000126	GARRET PROPERTIES, LLC	716 CRESCENT DRIVE	SW	11/2/2021 3:30 PM
SW21000127	WTH PROPERTIES,	507 THOMPSON ROAD	SW	11/2/2021 3:30 PM
SW21000128	TAYLOR, KENT J	109 BELFAST RD	SW	11/2/2021 3:30 PM
SW21000129	FELTY, MICHAEL	602 BEATRICE STREET	SW	11/2/2021 3:30 PM
SW21000130	CHARLESTON ECON.,	1439 3RD AVENUE	SW	11/2/2021 3:30 PM
SW21000131	M & T PROPERTIES,	356 DAYTON DRIVE	SW	11/2/2021 3:30 PM
SW21000132	WEISIGER, ADELA	203 CORA STREET`	SW	11/2/2021 3:30 PM
SW21000133	TALBERT, WILLARD	503 AMARON STREET	SW	11/2/2021 3:30 PM
SW21000134	TALBERT, VERA	503 AMARON STREET	SW	11/2/2021 3:30 PM
SW21000135	MACCLASKIE, ROBIN	927 RED OAK STREET	SW	11/2/2021 3:30 PM
SW21000136	HILTS, EDWARD	1248 PARK AVENUE	SW	11/2/2021 3:30 PM
SW21000137	HILTS, KATHRYN	1248 PARK AVENUE	SW	11/2/2021 3:30 PM
SW21000138	HALL, EDWARD	107 BREAM STREET	SW	11/2/2021 3:30 PM
SW21000140	HALL, FLORA	107 BREAM STREET	SW	11/2/2021 3:30 PM

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. 7931

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Mary Beth Hoover

Referred to:

Planning, Streets and Traffic

Bill No. 7931 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, adopted January 1, 2006, as amended, by amending the East End Historic District Overlay, in Article 21 Overlay Districts, for consistency with design guidelines developed and adopted by the Charleston Historic Landmarks Commission.

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

The Zoning Ordinance for the City of Charleston, West Virginia, effective January 1, 2006, is hereby amended as follows:

1) In Article 21 Overlay Districts

Sec. 21-041 East End Historic District Overlay (EE)

Sec. 21-041-01 Purpose of the East End Historic District Overlay

It is the purpose of this historic district overlay to achieve the preservation of structures in the East End Historic District of Charleston in order to: 1) safeguard the heritage of the historic neighborhood by preserving the areas therein which reflect elements of its cultural, social, economic, political, or architectural, or archaeological history; 2) foster urban and civic beauty; 3) promote the preservation, and where permitted and appropriate, the use of historic districts properties for the education, welfare, and pleasure of the residents of the City and the region; and 4) strengthen the local economy.

Sec. 21-041-02 Establishment of the East End Historic District Overlay

The East End Historic District Overlay is hereby established as a district which overlays existing zoning districts, the extent and boundaries of which are as indicated on the official zoning map of the City of Charleston and are identical to those of the East End Historic District as listed on the National Register of Historic Places on April 20, 1978.

Sec. 21-041-03 Lot Provisions in the East End Historic District Overlay

Lot sizes, setbacks and density provisions required in the base zoning district apply in the East End Historic District Overlay. Exceptions noted in Article 22 of this ordinance also apply in the East End Historic District Overlay. Additional lot provisions may be specified in design guidelines for the district.

Accessory garage structures may be sited on the rear and side property lines. This

permits shared parking structures as was customary at the time of the district's development and helps conserve open space on the small urban lots in the neighborhood.

Sec. 21-041-04 Height Provisions in the East End Historic District Overlay

Height shall not exceed 35 feet above grade at the building line.

Sec. 21-041-05 Application for Permission to Build, Alter, etc. in the East End Historic District Overlay

Before the construction, alteration, reconstruction, ~~moving~~ relocation, or demolition of any structure within ~~a designated historic district~~ the East End Historic District Overlay, and before any changes take place which would affect either the exterior appearance of a structure or the character of its related environment within the ~~designated historic district~~ East End Historic District Overlay, the person proposing to make the changes shall file with the Planning Department an application for permission to build, alter, reconstruct, move or demolish. Every such application for a Certificate of Appropriateness shall be referred to and considered by the Charleston Historic Landmarks Commission or by the Planning Department as set forth in the design guidelines for the district.

Sec. 21-041-06 Parking, Loading and Internal Circulation in the East End Historic District Overlay

- A. The parking regulations of the underlying zoning district shall apply.
- B. Except for driveways serving single family dwellings, all parking shall be located in the rear of the primary structure.
- C. In addition to the parking regulations for the underlying zoning district, for principal uses located on lots fronting on Kanawha Boulevard, vehicular ingress and egress to and from Virginia Street are prohibited.

Sec. 21-041-07 Landscaping and Screening in the East End Historic District Overlay

In addition to the landscaping and screening regulations of the underlying zoning districts, the following landscaping and screening regulations also shall apply to all properties affected by the overlay designation:

- A. Parking areas for all multi-family residential and non-residential uses containing more than two (2) parking spaces and all loading facilities shall be screened from view from adjacent single-family residential properties by a six (6) foot high predominantly opaque fence or decorative wall, or by an earth berm or plantings.
- B. All parking areas, containing more than two parking spaces, and all loading facilities shall be screened from view from all public streets by a three and one-half (3.5) foot predominantly opaque fence, wall, berm, or plantings. Such fence, wall, plantings, or berm shall be compatible in appearance with existing fences, walls, plantings, and berms in the district. Such wall plantings or berms shall not be more than two and one-half (2.5) feet in height in triangles at the intersection of a driveway with the street right-of-way. The triangles shall be determined by

measuring twenty (20) feet along the street frontage on each side of the driveway, and by measuring back on each side of the driveway the depth of the required front setback.

~~Sec. 21-041-08 Signs in the East End Historic District Overlay~~

- ~~A. All signage shall be compatible with the exterior of existing buildings in the district.~~
- ~~B. One sign shall be permitted for the sole purpose of identifying the occupant of the principal structure on the lot. Such identification shall be limited to the name of the company or occupant, and the street number (not to exceed six digits).~~
- ~~C. The permitted sign shall not exceed 10 square feet including the supporting structure. The dimensions shall not exceed 2.5 feet in height or 4 feet in width.~~
- ~~D. The permitted sign shall be set back at least 10 feet from the property line.~~
- ~~E. The overall height of the entire permitted sign shall not exceed 3 feet above grade.~~
- ~~F. The permitted sign shall be designed and produced by a professional sign manufacturer or professional sign painter, using one of the following font styles:
 - ~~1. Souvenir Medium~~
 - ~~2. Times Roman~~
 - ~~3. Standard Medium~~
 - ~~4. Tiffany Medium~~~~
- ~~G. Any illumination of the permitted sign shall be from an indirect source.~~

Bill No. 7933

Introduced in Council

Passed by Council

December 6, 2021

Introduced by

Deanna McKinney

Referred to

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

Bill No. 7933 – 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 an R-O District to a C-10 District that certain parcel of land situate at 104 Tennessee Avenue, Charleston, West Virginia and rezoning from a C-8 District to a C-10 District, those certain parcels of land situate at 110-116 Monongalia Street, 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:
 - A. from a R-O District to a C-10 District all of Parcel No. 32 as shown upon Charleston West Tax Map No. 26. The subject parcel being commonly known as 104 Tennessee Avenue. The above-mentioned tax map is as of record in the Charleston Planning Department.
 - B. from a C-8 District to a C-10 District all of Parcels Nos. 45, 46, 47, 48 and 235 as shown upon Charleston West Tax Map No. 26. Said properties being commonly known as 110-116 Monongalia Street, Charleston, West Virginia. The above-mentioned tax map is as of record in the Charleston Planning Department.
2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 27 of this ordinance.
3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

**PETITION TO REZONE FROM RO AND C-8 TO C-10
THE LAND AT 104 TENNESSEE AVENUE AND
110-116 MONONGALIA STREET,
CHARLESTON, WEST VIRGINIA**

TO THE MAYOR AND COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

I

The Courtland Company, Petitioner, is the owner of the properties situate at 104 Tennessee Avenue and 110-116 Monongalia Street, Charleston, Kanawha County, West Virginia.

II

Petitioner wishes to have the subject property at 104 Tennessee Avenue rezoned from an R-O District to a C-10 District and the subject property at 110-116 Monongalia Street rezoned from a C-8 District to a C-10 District, said property is described as follows:

1. All of Parcel No. 32 as shown upon Charleston West Tax Map No. 26. Said property being commonly known as 104 Tennessee Avenue, Charleston, West Virginia. The above-mentioned tax map is as of record in the Charleston Planning Department.
2. All of Parcels Nos. 45, 46, 47, 48 and 235 as shown upon Charleston West Tax Map No. 26. Said property being commonly known as 110-116 Tennessee Avenue, Charleston, West Virginia. The above-mentioned tax map is as of record in the Charleston Planning Department.

III

Petitioner is a West Virginia based land-holding company which has operated in Charleston and the Kanawha Valley for nearly 100 years. Petitioner has owned the properties at Tennessee Avenue and Monongalia Street for approximately 25 and 35 years, respectively and operates its primary office at 114 Monongalia Street. The surrounding properties are already zone C-10 (e. g. Traveler's Insurance, tax map 26, parcel 34; West Virginia Oil & Lube, tax map 26, parcels 35 & 36; Mountaineer Pride Car Wash, tax map 26, parcel 37, and parcels 38 and 39, which are currently empty lots and have ownership shown as Francis M. Fisher & Bernard Fisher et al. and TCS Used Cars LLC, respectively). The adjacent property across Tennessee Avenue, currently occupied by Goodwill (tax map 25, parcels 379, 380, 381, 382, 382.2, 383, 384, 385, 386, 387, 388, 389, and 390) are also zoned C-10. The Petitioner requests this rezoning of its properties in order to be consistent with the zoning of the adjoining and adjacent properties mentioned above.

IV

Attached hereto is a Bill to accomplish the request rezoning and a list of property owners who own property within 250 feet of the subject properties, a map of the subject property, and a \$125.00 filing fee.

Respectfully submitted this 5th day of
November, 2021.

By: _____
Sam Harpold, President
The Courtland Company

Phone: (304) 343-1433

Bill No. 7934

Introduced in Council

December 6, 2021

Introduced by:

Keeley Steele

Passed by Council:

Referred to

Planning, Streets and Traffic

Bill No. 7934 - A Bill to amend and re-enact Ordinance No.7475 passed by Council on July 18, 2011 establishing a Loading Zone on the southerly side of Piedmont Road from a point 137 feet west of California Avenue to a point 269 feet west of California Avenue by adjusting the positioning of the Loading Zone, and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

Section 1. A Bill to establish a Loading Zone on the southerly side of Piedmont Road from a point 35 feet west of California Avenue to a point 260 feet west of California Avenue from 6:00am. to 6:00pm., Monday through Friday.

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

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

Bill No. 7935

Introduced in Council:

December 6, 2021

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Bill No. 7935 - An Ordinance authorizing the Mayor to enter into an Agreement between the Kanawha County Emergency Ambulance Authority and the City of Charleston for allocation of authorized special levies and other matters incidental thereto for fiscal years beginning July 1, 2023, 2024, 2025, 2026, 2027, and 2028.

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

That the Mayor is hereby authorized to enter into an Agreement between the Kanawha County Emergency Ambulance Authority and the City of Charleston, attached hereto as Exhibit A, for allocation of authorized special levies and other matters incidental thereto for fiscal years beginning July 1, 2023, 2024, 2025, 2026, 2027, and 2028.

AMBULANCE SERVICES & LEVY REVENUE SHARING AGREEMENT

This Agreement, made this the ____ day of _____, 2021, is by and between **KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY**, (hereinafter referred to as "**KCEAA**" or the "**AUTHORITY**") a public corporation, and **THE CITY OF CHARLESTON**, a municipal corporation, (hereinafter referred to as "**CITY**"); and the Kanawha County Sheriff's Tax Office, as a party hereto solely for acknowledging the obligation of remitting the monthly distribution payments contemplated by the agreement (hereafter referred to as "**SHERIFF**").

RECITALS

WHEREAS, by Agreement dated the 1st day of September, 1991, the Authority and the City agreed to the sharing of levy funds received for fiscal years beginning July 1st, 1992, 1993, and 1994; and,

WHEREAS, by Agreement dated the 12th day of October, 1994, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1st, 1995, 1996, and 1997; and,

WHEREAS, by Agreement dated the 1st day of July, 1997, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1st, 1998 , 1999, and 2000; and,

WHEREAS, by Agreement dated the 1st day of July, 2000, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1st, 2001 , 2002, and 2003; and

WHEREAS, by Agreement dated the 24th day of July, 2004, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1st, 2004, 2005, and 2006; and

WHEREAS, by Agreement dated the 1st day of July, 2007, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1st, 2007, 2008, 2009, and 2010; and,

WHEREAS, by agreement dated December 11th 2017, the parties agreed to memorialize the sharing of funds received for fiscal years beginning July 1st, 2011, 2012, 2013, 2014, 2015, 2016, 2017, and 2018 under the terms and conditions of the July 1, 2007, Agreement; and,

WHEREAS, by agreement dated December 11th 2017, the parties agreed to a sharing of funds for the fiscal years beginning July 1st, 2019, 2020, 2021, and 2022; and,

WHEREAS, by this Agreement, the parties agree to a sharing of the funds for the fiscal year beginning July 1st, 2023, on the terms described herein, and,

WHEREAS, in contemplation of the continuation of the Public Safety Bus and Ambulance Levy, which is to be submitted to the voters at the May 2022 Primary Election, or if necessary a subsequent election, the parties agree to the sharing of levy funds received for fiscal years beginning July 1st, 2024, 2025, 2026, 2027, and 2028; and

WHEREAS, the parties have the authority pursuant to West Virginia Code Section 8-12-1; West Virginia Code Section 8-12-5; and West Virginia Code Section 7-15-10 to enter into this agreement; and

WHEREAS, the purpose of this agreement is to provide the City with **THIRTY-EIGHT PERCENT (38%)** of the levy proceeds received by the Authority for the fiscal years beginning July 1st, 2023, 2024, 2025, 2026, 2027, and 2028 in exchange for the delivery of ambulance services within the City of Charleston by the City. It is expressly understood by the parties that in the event there are no levy proceeds, then this agreement is null and void; and,

WHEREAS, any property, personal or real, purchased by the City with the proceeds from the levy will be owned completely by the City of Charleston. It is understood that the Authority will have no legal interest, right or ownership in such property; and,

WHEREAS, the parties hereto desire to agree to the allocation of Authority's share of the levy for the fiscal year beginning July 1, 2023, as previously authorized by the levy question submitted to the voters at the Primary Election held in Kanawha County on Tuesday, the 8th day of May, 2018; and further to agree to the allocation of the Authority's share of the levy for the fiscal years beginning July 1st, 2024, 2025, 2026, 2027, and 2028, to correspond with the levy term to be submitted to the voters at the May 10th 2022 Primary Election; and,

WHEREAS, the parties agree to fully support and encourage the passage the Public Safety Levy.

NOW, THEREFORE, in consideration of the mutual covenants, recitals, and conditions contained herein, the parties agree as follows:

I. **Payment to City**. In return for emergency ambulance service to be provided by the City, the Authority agrees to pay to the City **THIRTY-EIGHT PERCENT (38%) per year** of the levy proceeds which are authorized for the Authority for fiscal years beginning July 1st, 2023, 2024, 2025, 2026, 2027, and 2028. Beginning in July 2023 and continuing through June 2029, the Sheriff of Kanawha County shall remit directly to the City on a monthly basis the City's agreed to share of the Authority's levy proceeds. Payments are to be directed to the Treasurer of the City of Charleston, Charleston City Hall, Charleston, West Virginia.

2. **Shared Levy Election Costs**. In the event the Public Safety Levy fails to pass at a regularly scheduled Primary or General election and it becomes necessary or appropriate to hold a special

election for the purpose of seeking passage of the Levy, the City and Authority agree to meet in good faith and discuss the scheduling of a special election and the sharing of costs and expense related to said special election.

3. **Authority's Billing & Collection Services.** The parties hereto agree, consistent with the terms herein, that the Authority will act as the billing and collections agent for the City with regards to the fees due the City for the City's provision of emergency ambulance services. The Authority shall remit to the City on a monthly basis the ambulance fees collected for the benefit of the City. The remittance to the City will be one month in arrears and made on or before the 15th day of each month (e.g., ambulance fees collected by the authority for the month of July 2023 would be due to the City on or before August 15th 2023).

In consideration for the billing and collection services provided by the Authority, the City will reimburse the Authority the sum of One Hundred Twenty Two Thousand Eight Hundred Eighty Two Dollars (\$122,882.00) per year, for fiscal years beginning July 1st 2023, 2024, 2025, 2026, 2027, and 2028. The Authority shall evidence the billing and collection services provided by the Authority on its monthly remittance summaries to the City and deduct the administrative fee on a monthly basis in installments of Ten Thousand Two Hundred Forty Dollars and Seventeen Cents (\$10,240.17) from the remittance amount, noting it on the remittance as a Billing Expense.

4. **City's Exclusive Use of Levy Proceeds.** Upon receipt of said funds as enumerated hereinabove by the City of Charleston, said funds shall be exclusively obligated and used by the City to provide emergency ambulance services and for no other reasons. Any said funds received by the City from the Authority not exclusively used by the City for the provision of emergency

ambulance services during any fiscal year which is the subject of this Agreement may be subject to return to the Authority.

5. **Quality of Service: Mutual Aid.** The City agrees to continue to equip, maintain and operate emergency ambulance services at a standard of operation which continues to equal or exceed the quality of service provided by the Authority. Further, the City and Authority mutually agree to render all possible aid or assistance in any major disaster within the City or the surrounding areas and to enter into mutual aid agreements when necessary to provide emergency medical services on a reciprocal basis contingent upon the resource capabilities at such time as assistance is requested by either party.

6. **Parties' Relationship.** No agent or employee of the City shall hold themselves out as or claim to be an agent or employee of the Authority nor shall any agent or employee of the Authority hold themselves out or claim to be an agent or employee of the City. None of the benefits provided by the Authority to its employees are available from the Authority to agents or employees of the City nor shall any benefits provided by the City to its employees be available from the City to the agents or employees of the Authority. The City shall be solely and entirely responsible for its acts and the acts of its agents and employees during the performance of this Agreement. The Authority shall be solely and entirely responsible for its acts and the acts of its agents and employees during the performance of this Agreement. The City shall have the sole control over the manner and means of performing the services provided by this Agreement and the City shall perform such services according to its own means and administrative methods. The City shall direct the performance of all its employees and agents.

7. **Labor, Materials & Equipment.** The City shall furnish, at its own expense, all labor,

materials, supplies, storage, areas and other items necessary to carry out the terms of this Agreement. With regard to the billing and collection obligations under this Agreement, the Authority shall furnish, for the amounts to be paid as stated herein, all labor, materials, supplies and other items necessary to carry out the terms of this Agreement.

8. **Scope of City Liability.** The City shall assume all risks incident to and in connection with its provision of emergency ambulance services and shall be solely responsible for any and all acts or omissions of City agents and employees related in any way to the provision of emergency ambulance services by the City. The City agrees to maintain general liability insurance coverage in the minimum amount of one million dollars (\$1,000,000.00), which may include a self-insured retention, and to purchase and maintain all such other kinds of insurance at or above the minimum amounts required by law. The City agrees to provide the Authority with certificates evidencing the required coverage upon written request.

9. **Scope of Authority liability.** The Authority shall assume all risks incident to and in connection with its provision of emergency ambulance services and its provision of billing and collections services and shall be solely responsible for any and all acts or omissions of Authority agents and employees related in any way to the provision of emergency ambulance services and the provision of billing and collection services by the Authority. The Authority agrees to maintain general liability insurance coverage in the minimum amount of one million dollars (\$1,000,000.00) and to purchase and maintain all such other kinds of insurance at or above the minimum amounts required by law. The Authority agrees to provide the City with certificates evidencing the required coverage upon written request.

10. **Assignment.** This contract may not be assigned by either party hereto without the written consent of the other party.

11. **Compliance with Law; Severability.** City and Authority agree to perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules and regulations. If any term, clause, or provision of the Agreement is determined or adjudicated to be in violation of any said law, rule, or regulation, only that specific term, clause or provision shall be considered null and void and such invalidation or determination shall not affect the validity or enforceability of the remaining portions of this Agreement and, to this end, all terms, clauses and provisions of this Agreement are hereby agreed to be severable.

12. **Binding Agreement.** All of the covenants, stipulations, and agreements in this Agreement shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto.

13. **Merger of Ambulance Services: Authority's Dissolution.** If, at any time, during the term of this Agreement the said emergency ambulance services mentioned herein, that is, the Kanawha County Emergency Ambulance Authority service and the emergency ambulance service operated by the City of Charleston shall merge and act to operate one emergency service or in the event the Authority shall be dissolved or cease to exist for any reason, then and in those certain events, this Agreement shall become null and void and shall be deemed to terminate as of the date of said merger, dissolution, or other event causing the Authority to cease to exist.

14. **Entire Agreement.** This Agreement, including all attachments, exhibits, and appendices, embodies the entire agreement of the parties with respect to the subject matter hereof and any modification hereto must be made in writing and signed by both signatories. In

the event of a conflict between the terms of this Agreement and the terms of any attachment, exhibit, or appendix, the terms of this Agreement shall prevail. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

15. **City's Execution**. The execution of this Agreement by **Amy Shuler Goodwin**, Mayor of the City of Charleston, on behalf of the City has been authorized by appropriate action of the Council of the City of Charleston in the form of an Ordinance adopted on the 20th day of December, 2021, a copy of which is marked as "Exhibit A" and attached hereto and made a part hereof.

16. **Authority's Execution**. The execution of this document has been duly authorized by appropriate action of the Kanawha County Emergency Ambulance Authority Board which has instructed its Board President to cause this document to be executed.

17. **Termination of Agreement**. This Agreement shall terminate at midnight on June 30, 2029.

18. **Governing Law**. This Agreement shall be construed under and governed by the laws of the State of West Virginia. Any action brought by either party against the other on the basis of this Agreement shall be brought in the state or federal courts located in Kanawha County or in the state of West Virginia and the parties here by expressly consent to the jurisdiction and venue of said courts for such purposes.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by their duly authorized representatives as of the date first above written.

CITY OF CHARLESTON

BY: _____
AMY SHULER GOODWIN

ITS MAYOR

KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY

BY: _____
HARRY MILLER

ITS PRESIDENT

And

THE KANAWHA COUNTY SHERIFF, solely to acknowledge the obligation of remitting the monthly distribution payments contemplated by this agreement.

BY: _____
MIKE RUTHERFORD, Sheriff of Kanawha County

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by **AMY SHULER GOODWIN**, the Mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of the municipal corporation.

My commission expires: _____

Notary Public

[NOTARIAL SEAL]

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by **HARRY MILLER**, the President of the KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY, for and on behalf of the authority.

My commission expires: _____

Notary Public

[NOTARIAL SEAL]

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by **MIKE RUTHERFORD**, the Sheriff of KANAWHA COUNTY, for and on behalf of the SHERIFF'S TAX OFFICE.

My commission expires: _____

Notary Public

[NOTARIAL SEAL]

Bill No. 7936

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Mary Beth Hoover and Joseph Jenkins

Referred to:

Finance

Bill No. 7936 - A BILL to amend and reenact Section 114-622 of the Municipal Code of the City of Charleston, as amended, relating to adding Court Street to the list of areas where web-based parking meters are permitted at rates consistent with other downtown parking.

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

That Section 114-622 of the Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

Chapter 114 – Traffic Ordinance

Article VII. STOPPING, STANDING AND PARKING

Sec. 114-622. - Per-hour parking fees established.

In the areas bounded by Leon Sullivan Way on the east, Kanawha Boulevard on the south, Elk River on the west, and Piedmont Road on the north, the rental fee for use of any single on-street metered parking meters at the rate of \$0.50 per hour as required by the instructions printed upon each meter. Beginning on February 5, 2018, and continuing thereafter, the rental fee for use of single on-street metered parking in the following areas will be according to the following schedule with no maximum parking time, as required by the instructions printed upon each meter:

Rate of \$1.00 per hour:

400 block of Laidley Street

500 and 600 block of Donnally Street

Rate of \$.25 per hour:

500 block of Summers Street

700 and 800 block of Donnally Street

500 and 600 block of Capitol Street

600 block of Eagan Street

700 and 800 block of Christopher Street

300, 400 and 500 block of Dickenson St.

300, 400 and 500 block of Leon Sullivan Way

36 300, 400, 500, 600 block of Morris Street
37 1200 block of Lewis Street
38 1000, 1100, and 1200 block of Washington Street
39 1100 and 1200 block of Virginia Street East
40

41 Beginning on May 21, 2018, or upon installation of web-based parking meters,
42 whichever occurs later, and continuing thereafter, the rental fee for use of single on-street
43 metered parking, and maximum parking times in the following areas will be according to
44 the following schedule, as required by the instructions printed upon each meter:
45

46 Rate of \$1.00 for first hour, \$1.50 for second hour, and an additional \$1.50 for the third
47 hour with a 3-hour maximum time:

48 100 and 200 block of Hale Street
49 Unit block of Dunbar Street
50 200 block of Leon Sullivan Way
51 Unit block to 400 block of Capital Street
52 Unit block to 300 block of Summers Street
53 Unit block to 300 block of Laidley
54 800 block of Kanawha Blvd.
55 1000 block of Virginia Street East
56 500 to 1000 block of Quarrier Street
57 Unit block to 300 block of Court Street
58

59 Provided, where it is determined by the planning/streets and traffic committee that
60 there is a need for further regulation and control of vehicles parking within this area, the
61 city may designate individual on-street metered parking spaces within this area to allow
62 for less than the maximum of three hours at a rate of not more than \$0.50 per 15-minute
63 increments. Any such parking space shall have the time restrictions and rates printed
64 upon each meter.
65

66 If the city consents to temporarily bagging or removing a meter to accommodate
67 construction or other activity, the rental fee shall be \$15.00 per day or any portion of a
68 day for each such meter.
69

Bill No. 7937

Introduced in Council

Passed by Council:

December 6, 2021

Introduced by:

Referred to:

Mary Beth Hoover and Joseph Jenkins

Planning, Streets and Traffic

Bill No. 7937 - A Bill to repeal parking prohibitions along Court Street and authorize Council to approve parking along Court Street to begin on or after May 1, 2022; and modifying existing and/or adding necessary traffic control devices and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

Section 1. A Bill to repeal parking prohibitions along Court Street from Kanawha Boulevard to Washington Street, as contained in Ordinances No. 2140 and No. 7631, authorize parking along Court Street from Kanawha Boulevard to Washington Street, and authorize modifying existing and/or adding necessary traffic control devices.

Section 2. The effective date of this Ordinance is May 1, 2022, and the Planning, Streets and Traffic Committee is directed to authorize specific placement of parking locations, loading zones, and any other necessary designations before the effective date, as authorized by the Municipal Code.

Section 3. The Traffic Control Map and Traffic Control File, established by the Municipal Code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are amended, to conform to this Ordinance.

Section 4. All prior Ordinances, inconsistent with this Ordinance are hereby repealed to the extent of said inconsistency.

Resolution No. 570-21

Adopted by Council:

Introduced in Council: December 6, 2021

Referred to:

Introduced by:

ARPA Advisory Committee

Courtney Persinger, Adam Knauff and Shannon Snodgrass

Resolution No 571-21 - Resolution to adopt free Transparency tools and public website access to financial information provisioned by the West Virginia State Auditor's Office in response to the ARP Funding Allocation.

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

That Councilmembers and the Finance Director are hereby authorized and directed to engage the West Virginia State Auditor's Office in formulation of the City's transparency website that allows public view of city finances and allows for stakeholders to better manage and administrate ARPA funding from the United States Treasury.

WHEREAS, effective immediately the City of Charleston City Council and all financial stakeholders will begin deliberation and initiate formal communications with the State Auditor's Office ("SAO") to understand website creation and data transfer process; and

WHEREAS, the SAO is authorized to engage the City of Charleston Finance Director and team to demonstrate project outcomes, and explore Chart of Account and transaction level data transfer possibilities; and

WHEREAS, the City's Finance Director will aid the SAO in building and validating the platform and website for internal and public use once extraction and data transfer occur; and

WHEREAS, the City's Finance Director will engage the City's Information Technology Department to explore a real-time integration with the City's accounting system; and

WHEREAS, the SAO is authorized to engage the City of Charleston City Council and all other stakeholders in trainings to demonstrate finished projects, and aid City Council in utilizing full-use of the platform; and

WHEREAS, the SAO may conduct and demonstrate public trainings to aid citizens in understanding the platform to monitor ARPA expenses, and once completed will demonstrate project outcomes to this Council; and

WHEREAS, the City of Charleston joins other large Cities in the State such as: Morgantown, Wheeling, Fairmont, Parkersburg, Charles Town, Clarksburg and others in adopting this software to better manage City finances, and to ensure accountability in Government for the citizens of this City; therefore be it

RESOLVED, the City of Charleston will work collaboratively with the SAO to ensure a timely and accurate product that allows the citizens of Charleston to view city finances and allows full-time transparent monitoring of ARPA fund expenses, with a proposed project deliverable date of **02/01/22**.

Bill No. 7938

Introduced in Council:
December 6, 2021

Adopted by Council:

Introduced by:

Referred to:

Becky Ceperley

Finance

Bill No. 7938 - A BILL to amend and reenact section 2-713 the Municipal Code of the City of Charleston, as amended, relating to clarifying the process regarding assessments for the City Center Business Improvement District, levying the assessments for FY2021, defining the assessment appeals process, and providing rulemaking authority.

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

That section 2-713 of the Municipal Code of the City of Charleston, as amended, is amended and reenacted to read as follows:

ARTICLE VII. – BOARDS, COMMITTEES AND COMMISSIONS.
DIVISION 11. – CITY CENTER BUSINESS IMPROVEMENT DISTRICT.

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

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

(b) The City Center Business Improvement District FY2021 BID Work Plan and Budget sets the rate of annual fees for the City Center BID on each private for-profit property owner at the equation of (total land lot size square footage x .075) + (total building square footage x .03325). The maximum rate of any annual fees that may be imposed upon a single commercial property in the City Center BID, as calculated by the aforementioned formula, will be \$25,000 annually. It is anticipated that cumulative revenue from the initial annual fee will be \$100,000. The City Center BID Board provided the assessed amounts for FY2021 to the City in December 2021. For each subsequent year, the City Center BID Board shall provide to the City Collector the assessed amounts no later than May 15. Pursuant to West Virginia Code § 8-13A-12, City Council may levy the assessments by ordinance upon receipt of the proposal from the City Center BID Board. City Council levies the assessments for FY2021 as shown in the attached Exhibit A. City Council shall levy the rates for future fiscal years after the City Center BID Board provides the assessments.

(c) Any person who desires to challenge the City Center BID Board assessment

37 shall file a petition for reassessment with the City Collector within 30 days of receiving
38 notice of the assessment. The petition shall state the reasons the person is seeking the
39 reassessment. After the filing of a petition, the City Collector shall set the petition for an
40 administrative hearing and give the Board an opportunity to respond in writing in
41 advance of the hearing. The petitioner and the Board may represent themselves or be
42 represented by counsel at the administrative hearing. The City Collector, or a hearing
43 examiner designated by the City Collector, shall conduct an informal and impartial
44 administrative hearing and make a prompt decision on the petition for reassessment
45 after hearing all of the evidence and argument. An appeal of the City Collector's
46 decision may be taken by the petitioner or the Board to the Circuit Court of Kanawha
47 County within 30 days of the City Collector's decision.

48
49 (e) ~~(d)~~ The fees assessed by the City Center BID upon the property owners shall
50 be collected through the City of Charleston's City Collector in conjunction with the
51 assessment, notice, billing, and collection process for the City's fire service fee on a
52 monthly ~~quarterly~~ basis. If this collection is impractical, the City Collector may send out
53 a separate bill, under separate cover, that The collection efforts from the City Collector
54 shall clearly states state it is assessing fees for the City Center BID. All funds collected
55 from the fees shall be placed in the City Center BID Fund created by this section. The
56 City Center BID Fund may also receive other voluntary contributions.

57
58 (e) Notwithstanding any provision of this Code to the contrary, expenditures
59 authorized by the City Center BID Board from the City Center BID Fund up to \$100,000
60 are exempt from the purchasing rules of the City of Charleston. Any individual
61 expenditure in excess of \$100,000 by the City Center BID Board shall require City
62 Council approval prior to authorization. The City Center BID Board shall generally
63 submit requests for Purchase Orders to the City Manager's Office in advance of any
64 purchase being made, which the City Manager will approve as long as the vendor is in
65 good standing with the City Collector's Office and there are no other legal issues with
66 payment.

67
68 (f) The City Collector shall have plenary power and authority to promulgate any
69 rules necessary to carry out the assessment, hearing, and collection provisions of this
70 Article. The City Collector shall work in conjunction with the City Center BID Board to
71 develop such rules.

Exhibit A (Spreadsheet of Assessments as Prepared by the City Center BID Board)

Please note that the dollar figures for the Assessment reflect a full fiscal year, but the City Center BID was adopted by Council on September 7, 2021. Therefore, the City will not make an assessment for the first fiscal quarter of the year, which ended September 30, 2021. The actual assessed amount for this fiscal year will be 75% of the amounts shown, billed quarterly for the remaining three quarters of the fiscal year.

Property owner	Address	Building total square footage	Lot total square footage	Assessment (Building*0.03325)+(Lot*0.075)	Notes
BB&T/Truist	300 Summers Street	248,859	81,709	\$ 14,402.74	
Realco Illc/Fruth	194 Summers Street	11,470	6,011	\$ 832.20	
Carlisle	184 Summers Street	25,536	7,938	\$ 1,444.42	
Carlisle	180 Summers Street	17,010	6,400	\$ 1,045.58	
Old Dupont/Lewis	174 Summers Street	29,220	9,881	\$ 1,712.64	
Fifth Third/MidWinter	702-704 Virginia Street	30,000	18,312	\$ 2,370.90	65000 including garage
Summit Bank	620 Virginia Street	4,078	10,935	\$ 955.72	
Asher/ARNCAT	111-117 Summers Street	9,460	5,666	\$ 739.50	2 parcels - two story
R Hill	119 Summers Street	8,500	3,776	\$ 565.83	
Kevin Driver	121 Summer Street	8,160	4,033	\$ 573.80	

Mckinley Carter	129 Summers Street	10,561	6,773	\$ 859.13	
Summers Square/Bowles	141 Summers Street	39,000	16,165	\$ 2,509.13	
Bowles Rice	600 Quarrier Street	54,906	23,811	\$ 3,611.45	
Peoples Bldg/Kanawha Investment	179 Summers Street/180 Laidley	100,401	27,791	\$ 5,422.66	unfinished parts
Beford Holdings lot	601 Lee Street		7,116	\$ 533.70	
Shonk/Realco Llc	150 Court Street	33,688	44,802	\$ 4,480.28	
Charleston SSA	500 Quarrier Street	129,438	80,285	\$ 10,325.19	sub basement/mechanical
Laidley Tower/Bridge 33	500 Lee Street	237,204	111,808	\$ 16,272.63	listing two different buildidngs 237 and 101
United/Kanawha Roxolana	500 Virginia Street	170,000	80,390	\$ 11,681.75	building info from RERI
Woodrum Building	602 Virginia Street	108,120	17,310	\$ 4,893.24	
Beth Bloch/car detailing	116 Laidley Street	1,920	16,577	\$ 1,307.12	
Ditrapino	604 Virginia Street	10,560	2,736	\$ 556.32	
Johnny Jackson	606 Virginia Street	26,400	4,526	\$ 1,217.25	

Halloran	608 Virginia Street	18,700	4,451	\$ 955.60	
Mimimah/Heritage Tower	610 Virginia Street	22,288	9,434	\$ 1,448.63	
Embros Realty	various parking lots		33,180	\$ 2,488.50	
Esteps/sinvlac llc	700 Lee Street	19,350	7,119	\$ 1,177.31	
		1,374,829	648,935	\$ 94,383.19	