

CHARLESTON CITY COUNCIL

Regular Meeting

May 2, 2022

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 5-2-2022

PROCLAMATIONS

1. 5-2-2022

COMMUNICATIONS

1. 5-2-2022

PUBLIC HEARINGS

1. Resolution No. 632-22 - Authorizing the Mayor or City Manager to execute a lease with Hotsy Real Estate Holdings LLC for property located on Bowne Avenue.
2. Resolution No. 633-22 - Authorizing the City Manager or his designee to enter into a lease for space in 601 Morris Street with Charleston Regatta, Inc.

REPORTS OF STANDING COMMITTEES

PLANNING, STREETS AND TRAFFIC

1. Bill No. 7951 - Amending the Zoning Ordinance by rezoning from an I-2 district to a C-10 district, that certain lot of land at 306 MacCorkle Avenue SE, Charleston, WV 25314.
2. Bill No. 7952 Committee Substitute - Amending the Zoning Ordinance by rezoning from an R-6 district to a C-10C-4 district that certain lot of land at 6600 MacCorkle Avenue SE, Charleston, WV 25304.
3. Bill No. 7953 - Accepting for dedication the entirety of Centre Court Road.

FINANCE

1. Resolution No. 632-22 - Authorizing the Mayor or City Manager to execute a lease with Hotsy Real Estate Holdings LLC for property located on Bowne Avenue.
2. Resolution No. 633-22 - Authorizing the City Manager or his designee to enter into a lease for space in 601 Morris Street with Charleston Regatta, Inc.
3. Resolution No. 634-22 - Authorizing the Mayor or City Manager to enter into a contract with Allegheny Restoration Inc. to perform concrete repair work to the Oakridge Fire Station (Station No. 4).
4. Resolution No. 635-22 - Authorizing the Mayor or City Manager to enter into an on-call consulting contract with Urban Design Ventures.
5. Resolution No. 636-22 - Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company to perform concrete street repair construction services.
6. Resolution No. 637-22 – Authorizing the Mayor or City Manager to enter into a contract with Mr. Asphalt, Inc. to perform asphalt street paving construction services.
7. Resolution No. 638-22 - Authorizing the Mayor or City Manager to enter into a contract with SQP Construction Group, Inc. to perform concrete sidewalk ramp construction services to comply with ADA requirements.
8. Resolution No. 648-22 - Authorizing the Mayor or City Manager to approve and execute Change Order No. 2 relating to the renovation of office space on the 3rd floor of City Hall.
9. Resolution No. 649-22 - Authorizing the Mayor or City Manager to purchase various vehicles for the Charleston Fire Department from Atlantic Emergency Solutions.
10. Resolution No. 639-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to YWCA Sojourner’s Shelter.
11. Resolution No. 640-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to YWCA Resolve Family Abuse Program.

12. Resolution No. 641-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to WV Symphony Orchestra.
13. Resolution No. 642-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to Kanawha-Charleston Health Department.
14. Resolution No. 643-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to Kanawha Valley Collective.
15. Resolution No. 644-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to FestivAll.
16. Resolution No. 645-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to Charleston Convention and Visitors Bureau.
17. Resolution No. 646-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to Charleston Area Alliance.
18. Resolution No. 647-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to Bright Futures Now.

REPORTS OF OFFICERS

1. 5-2-2022

NEW BILLS

1. 5-2-2022

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE MAY 16, 2022 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 4-28-2022

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

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** National Foster Care Month began in 1988; and
- WHEREAS:** The National Youth Advocate Program (NYAP) in West Virginia has served children and families since 1982; and
- WHEREAS:** The NYAP is committed to doing what is best for children, young people and their families and believes that every person has an innate ability to learn, grow and develop; and
- WHEREAS:** Innovative programs and services provide opportunities to youth and families—in addition to providing support and guidance to dedicated foster parents; and
- WHEREAS:** The NYAP's goal is to assist youth in being reunited with their families or to find their forever home; and
- WHEREAS:** Foster Care Month is celebrated in May, to show appreciation and gratitude to foster parents, family members, volunteers, mentors, policymakers, child welfare professionals and community members across the nation who help children and youth in foster care find temporary homes and life-long connections.

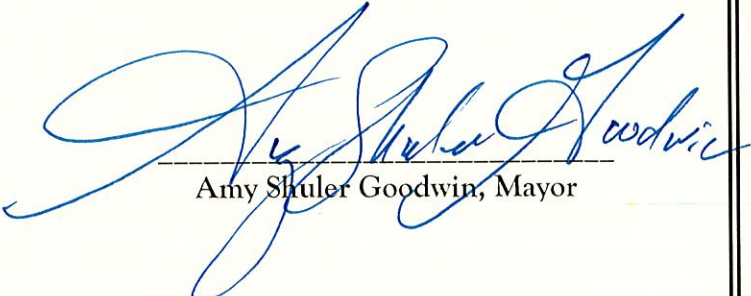
NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby designate May 2022 as

FOSTER CARE MONTH

In the City of Charleston and encourage all citizens to take time to acknowledge families or professionals who help our youth in the foster care system.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 1st day of May 2022.





Amy Shuler Goodwin, Mayor

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** Registered nurses in West Virginia make up our state's largest health care profession, with the depth and breadth of the nursing profession meeting the different and emerging health care needs of the West Virginian population in a wide range of settings; and
- WHEREAS:** The West Virginia Nurses Association is working to chart a new course for a healthy West Virginia that relies on increasing access to primary and preventive health care, and better utilization of all our state's nursing resources; and
- WHEREAS:** The demand for nursing services will be greater than ever because of the aging West Virginia population, emerging health challenges, the continuing expansion of life-sustaining technologies, and the rapid growth of home health care services; and
- WHEREAS:** The cost-effective, safe, and high-quality health care services provided by West Virginia nurses will be an increasingly important component of the West Virginia health care delivery system in the future; and
- WHEREAS:** Along with the American Nurses Association, the West Virginia Nurses Association has declared May as Nurses Month, with the theme "You Make a Difference," with appreciation for nurses' unparalleled impact during the pandemic, and their contributions to health care.

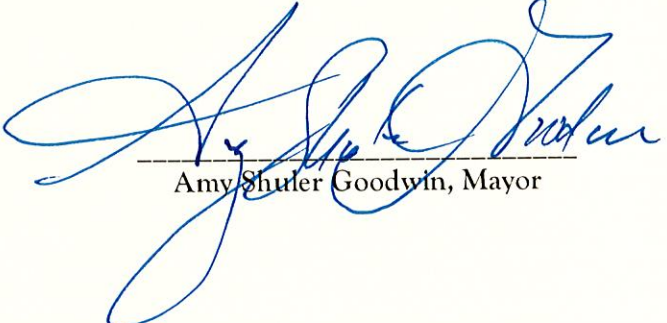
NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize May 2022 as

NURSES MONTH

and encourage all citizens of Charleston to show appreciation for our nurses not just during the month of May, but throughout the year.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 2nd day of May 2022.





Amy Shuler Goodwin, Mayor



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: BOARD OF ZONING APPEALS

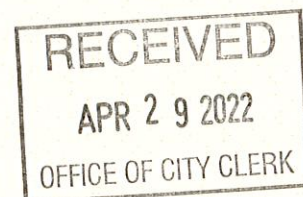
DATE: MAY 2, 2022

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

I recommend Josh McGrath be appointed to the Board of Zoning Appeals. He will fill a vacant seat on the Board. Mr. McGrath's term will expire January 1, 2025.

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

ASG/mls



Resolution No. 632-22

Introduced in Council:

May 2, 2022

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 632-22 – Authorizing the Mayor or City Manager to execute a lease with Hotsy Real Estate Holdings LLC for property located on Bowne Avenue, according to the terms contained in the attached exhibit.

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

The Mayor or City Manager is authorized to execute a lease with Hotsy Real Estate Holdings LLC for property located on Bowne Avenue, according to the terms contained in the attached exhibit.

REAL ESTATE LEASE

THIS LEASE AGREEMENT ("Lease"), dated as of April 18, 2022, by and between **THE CITY OF CHARLESTON, WEST VIRGINIA**, a West Virginia municipal corporation (hereinafter called "Landlord"), **HOTSY REAL ESTATE HOLDINGS LLC**, a Pennsylvania limited liability company (hereinafter called "Tenant"). Landlord and Tenant are each a "Party" and collectively the "Parties."

Whereas, this Lease has been approved by Resolution No. _____ of the Landlord dated April 18, 2022.

WITNESSETH:

That for and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. **Lease of Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, all of that certain parcel of land situated on Bowne Avenue in Charleston, West Virginia, as more particularly described on **Exhibit A** attached hereto and made a part hereof (hereinafter collectively called the "Premises").

2. **Term.** The term of this Lease shall be for a period of fifty (50) years, beginning on the May 1, 2022 and ending thereafter on May 1, 2072.

3. **Rent.** Tenant agrees to pay Landlord as rent ("Rent") for the Premises during the Original Term the total sum of \$10.00 per year. Rent shall be paid to or upon the order of Landlord at the Landlord's address set forth herein or otherwise designated in writing by Landlord.

4. **Use of and Possession of Premises.** Tenant shall use the Premises for general commercial purposes, including maintaining and operating the portion of the existing building that is located on the Premises, equipment sales and rentals and related commercial purposes.

5. **Improvements.** Tenant shall not, without Landlord's prior written consent, place or construct any new improvements on the Premises.

6. **Compliance with Laws.** Tenant, at its sole expense, shall comply with all laws, orders, and regulations of federal, state and local authorities which shall impose any duty upon Tenant with respect to Tenant's operations on and/or use of the Premises. Tenant, at its sole expense, shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this Lease.

7. **Liens.** Tenant will not permit any mechanic's lien or any other liens to be filed against the Premises or any building or improvement thereon for any work done or any

materials furnished to Tenant unless such lien or liens are being contested in good faith.

8. Taxes. Tenant shall pay all personal property taxes levied against Tenant's personal property and all business and occupation and other taxes imposed on Tenant's operations on the Premises. In the event the Landlord is ever assessed real property taxes or personal property taxes related to the Premises, Tenant agrees to pay such taxes.

9. Indemnity. Tenant hereby agrees to indemnify and hold harmless, Landlord, its offices, directors and insurers, from and against any and all loss, cost, claim, action, suit, fine, penalty, expense, liability or damage (including attorney fees) arising out of or in any way related to or connected with Tenant's, its employees' guests', invitees', agents' or contractors' use and occupancy of the Premises or arising out of any breach or Default of Tenant in performance of its obligations under this Lease. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant agrees to resist and defend such action or proceeding by reliable legal counsel and to promptly pay and discharge any final judgment rendered against Landlord therein, reserving the right to appeal such judgment prior to the payment thereof. The terms of this paragraph shall survive the expiration or termination of this Lease.

10. Liability Insurance. Tenant shall, at its own cost and expense, procure and maintain throughout the full term of this Lease, general comprehensive public liability insurance against claims for personal injury, death and property damages occurring upon, in or about the Premises, which shall be written by an insurance company or companies authorized to do business in the state of West Virginia. Such insurance shall name Landlord as an additional insured and afford protection to both Landlord and Tenant to the limit of not less than \$1,000,000.00 for injury or death of a single person, to the limit of not less than \$1,000,000.00 for any one accident or occurrence and to the limit of not less than \$500,000.00 for property damage. Tenant shall provide Landlord with certificates of insurance from time to time to evidence that such insurance is in force.

11. Workers' Compensation. Tenant shall, at its own cost and expense, throughout the full term of this Lease, maintain workers compensation coverage as is required under the laws of the State of West Virginia.

12. Successors and Assigns. This Lease shall be binding upon the Parties successors and assigns.

13. Default by Tenant. Any failure by Tenant to obtain Landlord's approval of Tenant's improvements in violation of paragraph 5; failure to comply with all laws as set forth in paragraph 6; any violation of paragraph 9; failure to maintain insurance as provided in paragraph 10; and Tenant's failure to cure the same within 30 days from receipt of written notice from Landlord, shall constitute a default under this Lease ("Default") and, at the option of Landlord, Landlord may terminate this Lease and all of the rights of Tenant herein. Should Tenant be in Default under the terms of this Lease and Tenant fails to cure such Default within the applicable cure period, Landlord shall then have the right to immediate possession of the Premises and

Landlord may concurrently exercise any and all rights and remedies available to Landlord under existing laws or in equity.

14. Tenant's Acceptance of Property. Tenant warrants and agrees that Tenant has had ample opportunity to inspect the Premises and Tenant accepts such Premises "AS IS" "WHERE IS" and in their present condition with all faults and defects, if any. Landlord makes no warranty as to the condition of the Premises or its suitability for Tenant's intended purpose.

15. Landlord's Representation of Title. Landlord represents that it owns the Premises as a public right of way, that it has the right, power and authority to enter into this Lease for the term herein granted and that it will execute or procure any further necessary assurances of title that may be reasonably required for the protection of Tenant.

16. Covenant of Quiet Enjoyment. Landlord warrants that Tenant, upon making the payments and performing the other covenants and agreements of this Lease, shall have peaceful and quiet possession of the Premises during the term of this Lease.

17. Further Assurances and Corrective Instruments. Landlord and Tenant agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to confirm, establish, reestablish, continue or complete any interests reasonably at issue in this Lease.

18. Relationship of Parties. It is understood and agreed that the relationship of the parties to this Lease shall be that of Landlord and Tenant, and that Landlord has no ownership or other direct interest in Tenant's business or enterprise as that business is or may be conducted on the Premises. This Lease shall not be construed to create a joint venture or partnership between the Parties, nor shall any Party be deemed by reason of this Lease to be an agent or representative of the other Party.

19. Notices. All notices, payments or communications required or provided for under this Lease shall be deemed sufficiently given if sent by the United States Mail, either registered or certified, addressed to the respective Party at such address set forth below or as may be specified in writing by either Party from time to time during the term of this Lease:

Landlord:

The City of Charleston, West Virginia
ATTN: City Manager
501 Virginia Street East
Charleston, West Virginia 25301

Tenant:

Hotsy Real Estate Holdings LLC
100 VIP Drive, Suite 220
Wexford, PA 15090

20. Waivers. Failure of either Party hereto at any time to require strict performance of the other Party of the provisions hereof shall not waive or diminish such Party's right thereafter to demand strict compliance therewith or with any other provision. None of the conditions or provisions of this Lease shall be held to have been waived by any act or knowledge of any Party hereto, but only by an instrument in writing made and delivered by the Party making such waiver.

21. Construction and Applicable Law. This Lease shall be governed by the laws of the State of West Virginia and constitutes the entire lease agreement between the parties. No other agreement, oral or written, expressed or implied, has been made between the parties. If any provision of this Lease or the application thereof to any Party or circumstances is held invalid or unenforceable, the provisions of this Lease shall be severable and the remaining provisions of this Lease and the applications of such provisions to other parties and circumstances shall not be affected thereby. No alteration, change, amendment or modification of this Lease or any provision hereof may be made, except by agreement in writing signed by the Party to be bound.

22. Right of Access. Landlord shall have access to the Premises during business hours, after reasonable notice to Tenant, so that an employee of the Tenant can accompany the Landlord for any inspections, except in the case of an emergency, to ensure Tenant's compliance with the terms of this Lease.

23. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of West Virginia.

24. Counterparts. This Lease may be executed with either original signatures or by electronic or facsimile signatures in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Lease at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly set their hand and seal to this Lease as of the day and year first above written.

LANDLORD:

**THE CITY OF CHARLESTON,
WEST VIRGINIA**

By:_____
Name_____
Its:_____

TENANT:

HOTSY REAL ESTATE HOLDINGS LLC

By:_____
Name: Bill Day
Its: Manager/President

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of April, 2022, by _____, the _____ of **THE CITY OF CHARLESTON, WEST VIRGINIA**, a West Virginia municipal corporation, for and on behalf of the corporation.

Given under my hand this ____ day of April, 2022.

My commission expires _____.

Notary Public

[NOTARY SEAL]

STATE OF PENNSYLVANIA,
COUNTY OF _____, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of April, 2022, by Bill Day, the Manager and President of **HOTSY REAL ESTATE HOLDINGS LLC**, a Pennsylvania limited liability company, for and on behalf of the limited liability company.

Given under my hand this ____ day of April, 2022.

My commission expires _____.

Notary Public

[NOTARY SEAL]

This instrument prepared by:
Charles B. Dollison, Esq.
Bowles Rice LLP
Post Office Box 1386
Charleston, West Virginia 25325-1386

EXHIBIT A
DESCRIPTION OF PREMISES

That certain strip or parcel of land located on a portion of Bowne Avenue, Charleston, Kanawha County, West Virginia, which is occupied by an encroachment of a portion of the existing brick and metal building (formerly Charleston Marine); as further shown on the Survey prepared by Field Surveying Co., Inc. dated February 29, 2004, and entitled "Map Showing Tracts "A", "B" and "C" Being Comprised of Lots 76, 77 and 78 Block "5" Vandalia, Lot Nos. 97, 98, 99, 100, 101, 102, 103, Parts of Lots Nos. 104 and 105 Block "7" Vandalia Together with River Bank Parcels Located in South Annex Tax District, City of Charleston, Kanawha County, West Virginia For Riley C. Brothers."

Resolution No. 633-22

Introduced in Council:

May 2, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 633-22 - Authorizing the Mayor or City Manager to enter into a lease for approximately 847 square feet of space in 601 Morris Street, Suite 202, with Charleston Regatta, Inc., for office space for a term of one year—but not to exceed two additional one-year renewal terms—at a yearly rental amount of \$16,669.96.

Now Therefore, 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 lease for approximately 847 square feet of space in 601 Morris Street, Suite 202, with Charleston Regatta, Inc., for office space for a term of one year—but not to exceed two additional one-year renewal terms—at a yearly rental amount of \$16,669.96.

THIS INDENTURE OF LEASE, Made as of this ____ day of _____, 2022, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, whose address is P.O. Box 2749, Charleston, West Virginia 25330, party of the first part, hereinafter referred to as "Landlord", and CHARLESTON REGATTA, INC., a nonprofit corporation, whose address will be 601 Morris Street, Suite 202, Charleston, WV, 25301, party of the second part, hereinafter referred to as "Tenant";

W I T N E S S E T H:

That, for and in consideration of the premises, covenants and agreements herein entered into between the parties, the parties do hereby agree to and with each other as follows:

1. DEMISED PREMISES: The Landlord does hereby rent and lease unto the Tenant, and the Tenant takes and leases from the Landlord, Suite 202, approximately Eight Hundred Forty-Seven (847) square feet of floor space (the "Premises") on the Second (2nd) Floor of 601 Morris Street in Charleston, Kanawha County, West Virginia, together with the right to use the common areas thereof. The Premises are all of the existing space located on the southwest corner of the second floor of the warehouse building located next to the City's Wellness Center.

2. TERM: The term of this lease shall be for a period of twelve (12) months, commencing on the first day of May, 2022, and ending on the last day of April, 2023. Provided Tenant is not in default in the performance of its obligations under this Lease, this Lease may be renewed automatically for additional one-year terms, not to exceed two additional

terms, unless either the Tenant or the Landlord provide written notice of either parties' intention to not renew this lease at least sixty (60) days prior to the end of the term or any Renewal Term.

3. RENTAL AMOUNT: The Landlord agrees to accept, and the Tenant agrees to pay a Base Rental for the twelve month lease term in the amount of Sixteen Thousand Six Hundred and Sixty-Nine Dollars and Ninety-Six Cents (\$16,669.96), payable in 12 monthly installments of One Thousand Three Hundred Eighty-Nine Dollars and Eight Cents (\$1,389.08) from May 1, 2022, to April 1, 2023. In addition to the Base Rental, Tenant shall pay a monthly Utilities Escalation Adjustment beginning on May 1, 2023, which shall be recalculated annually thereafter. The initial Utilities Escalation Adjustment shall be calculated as a pro rata share of any increase in operating expenses assumed by the Landlord as part of this lease associated with utilities over and above the cost of those expenses to the Landlord for the Base Year of January 1, 2021 to December 31, 2021. That pro rata share shall be determined by dividing the square footage of the Tenant's exclusive space (847 sq.ft.) by the overall rentable square footage (excluding common area allocations) of the building which is subject to the same expenses (54,902 sq.ft.), which is 1.54%, and dividing the gross amount of the pro rata share of increased utility costs by a divisor of twelve (12) to derive the Utilities Escalation Adjustment. The Landlord shall communicate the Utilities Escalation Adjustment amount due for each month thereafter to the Tenant by February 1, 2022, and each year thereafter. After the initial adjustment, the formula shall be applied in a similar fashion for subsequent years to recalculate and apply the escalation on an annual basis.

4. RENTAL PAYMENTS: Said rentals are to be payable in advance on the first day of each and every month during the term of this lease; said payments to be made at the office of the City Manager, 501 Virginia Street East, Charleston, West Virginia 25301, or at such other location as the Landlord may designate in writing to the Tenant.

5. GENERAL COVENANTS: The parties hereby covenant and agree as follows:

a. The Tenant shall pay said rentals and any other amounts payable hereunder punctually and promptly.

b. Unless the Landlord consents thereto in writing, which consent shall not be unreasonably withheld, the Tenant:

(i) Shall not use or permit the Premises, or any part thereof, to be used for any purpose other than for commercial offices.

(ii) Shall not make any alterations, additions or improvements without the prior written consent of the Landlord, and any and all such alterations and improvements shall at the option of the Landlord become and be the property of the Landlord upon the termination of the lease.

(iii) Shall not assign nor mortgage this lease, nor re-let or sublet the Premises, or any part thereof.

(iv) Shall not suffer any act of commission or omission which will increase the rate of fire or general liability insurance of the Premises or of the building of which the demised premises are a part.

6. TENANT'S USE OF THE PREMISES AND EARLY TERMINATION RIGHTS:

Tenant shall occupy and use the Premises as a commercial office, or for such other purposes as may be approved in writing by the City and for all incidental and related uses. Tenant shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose which:

- a.** Is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule;
- b.** May be dangerous to persons or properties; or
- c.** May create a nuisance, disturb any other tenants or the occupants of neighboring property.

At any time during the term of this Lease Agreement during which the monthly rental installments are not delinquent or in arrears and Tenant is not otherwise in breach of this Agreement, Tenant shall have the right to terminate the Lease, in Tenant's sole discretion, by providing the Landlord with ninety (90) days advance written notice.

7. COMPLIANCE WITH LAWS:

a. The Tenant shall comply with all statutes, ordinances, orders, requirements and regulations, present and future, of any Federal, State, County or Municipal authority, or agency or subdivision thereof having jurisdiction over or affecting the use of the Premises.

b. The Landlord shall at all times and at their own cost keep and maintain the

common areas and fixtures in a condition comparable to common areas in first-class commercial office space and in compliance with all statutes, ordinances, orders, requirements and regulations, present and future, of any Federal, State, County or Municipal authority, or agency or subdivision thereof having jurisdiction over or affecting the common areas.

8. INDEMNIFICATION:

a. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all costs, expenses (including reasonable attorney fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority arising out of or in any way connected with the Lease or the Premises, and Landlord shall not be liable to Tenant on account of, (i) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Tenant, (ii) any failure by Tenant to comply with any statutes, ordinances, regulations, requirements or orders, present and future, of any governmental authority, or (iii) any accident, death or personal injury or damage, including fire or water damage, or loss or theft of property, which shall occur in the Premises or as a result of any act or omission by Tenant or its employees or agents, except as the same may be caused by the negligence or act of Landlord, its employees or agents. In all cases in which Tenant is required to obtain insurance, Tenant shall be responsible for all deductibles, and its insurance shall provide primary coverage.

b. In addition to and not in lieu of the above provisions, Tenant agrees to defend,

indemnify and hold harmless the Landlord and its agents from any claims, liabilities, fines, alleged damages, and/or any types of actions whatsoever, including attorneys' fees, arising out of alleged injury to property or contamination of the environment (including, but not limited to, injury or contamination related to asbestos), whether or not prosecuted by a governmental entity, to the extent such claims arise out of Tenant's business activities on the Premises. Tenant further agrees to defend, indemnify and hold harmless Landlord and its respective agents in connection with any administrative proceeding arising out of alleged damage to person, property, or the environment, including, but not limited to notification that Landlord, or its agents, are potentially responsible parties for any alleged damage to any environmental hazard created by Tenant as a result of its performance under this Lease to the extent such claims arise out of Tenant's business activities on the Premises.

c. Tenant shall maintain general liability insurance during the term of this Lease and any extensions thereof in the amount of not less than \$1,000,000.00 per occurrence and aggregate and shall name City as an additional insured for purposes of this Lease and the indemnity provisions herein. Tenant shall be responsible for the payment of all deductibles. Tenant shall also purchase and maintain all such other kinds of insurance and minimum amounts required to be purchased and maintained by Tenant throughout the term of this Lease. All policies shall provide primary coverage and shall reflect that Tenant is responsible for any and all deductibles. Tenant agrees to provide City with a copy of its insurance policies prior to the commencement of this Lease and any extensions thereof. In the event that Tenant's insurer denies coverage or terminates Tenant's insurance coverage, the Tenant shall immediately notify the City and the City

may, at its option, terminate this Lease immediately.

d. If the Premises or the building of which the demised premises are a part are partially damaged by fire or other casualty, unless caused by the negligence or willful actions of Tenant, the damages shall be repaired by and at the expense of Landlord and the rent, until such repairs shall be made, shall be apportioned from the date of such fire or other casualty according to the part of the Premises which is usable by Tenant. Subject to the terms herein, Landlord agrees to repair such damage within a reasonable period of time, except that Tenant agrees to repair and replace its own furniture, furnishings and equipment at Tenant's expense.

e. If the Premises are totally damaged or are rendered wholly untenable by fire or other casualty, and if Landlord in its sole discretion shall decide not to restore or not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide not to restore or not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide to demolish it, then or in any such events Landlord shall, within thirty (30) days after such fire or other casualty, give Tenant written notice of such decision and thereupon, the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions hereinbefore provided, Tenant's liability for rent shall cease as of the date following the casualty. In addition, under any such circumstance Tenant may, within thirty (30) days after such fire or other casualty, elect to terminate this Lease by giving written notice thereof to Landlord, in which event this Lease shall expire as of the date of such fire or other casualty. No damages shall be owed by Landlord arising from election and/or

termination.

9. CONDEMNATION: In the event that the land or building in which the Premises are located, or any part of said land or building be condemned, or the right of entry be granted as a part of the condemnation proceeding, for public use (irrespective of whether or not any portion of the demised premises is condemned), the Landlord, at its option, may terminate this lease upon one hundred twenty (120) days' notice in writing of its election so to do and upon the date set forth in said this lease shall cease, terminate and come to an end in the same manner and to the same effect as if such date were fixed herein for the expiration of the term. The Tenant shall have no claim against the Landlord nor be entitled to any portion of the amount which may be awarded as damages or paid as a result of such condemnation; provided, however, that nothing contained herein shall impair the Tenant's right to pursue a claim against the condemning authority for Tenant's relocation expenses. Landlord agrees to promptly advise Tenant of the filing of such proceeding advise Tenant of the filing of such proceeding.

10. BREACH: Upon the continuance of any breach or violation by the Tenant of any of the terms, covenants or conditions of this lease, for a period of twenty (20) days after written notice, unless the breach is one for payment of rent in which case the period is ten (10) days after written notice, the Landlord may, at its election, terminate this lease and upon such election, this lease and all of the estate of the Tenant in the Premises shall come to an end and the Landlord may thereupon reenter the premises as of its former estate. The Landlord shall not be entitled to elect to terminate this lease unless the Tenant

fails, within a period of twenty (20) days after written notice, unless the breach is one for payment of rent in which case the period is ten (10) days after written notice, to begin use of all commercially reasonable efforts to remedy the breach or violation complained of or thereafter fails to diligently and promptly complete the remedying thereof, to the satisfaction of Landlord. Provided, however, that if the breach or violation complained of shall be the result of an action taken under any statute, ordinance, rule or requirement of any governmental body, then if the Tenant shall institute and prosecute diligently, any bona fide action to establish the invalidity thereof, the period of twenty (20) days shall be suspended until the final determination of such proceedings. Any waiver by the Landlord of any breach shall not be deemed a waiver of any similar or other further breach. The rights and privileges herein reserved shall be in addition to the remedies afforded to the Landlord in the courts of law and equity.

11. ABANDONMENT: If the Premises shall become vacant or abandoned, or if the Tenant or any assignee or subtenant to whose assignment or sublease the Landlord shall have consented, shall be dispossessed or removed from the Premises, or if the term hereof shall terminate prior to the expiration date fixed herein because of any act or omission of the Tenant or such assignee or subtenant, or because of the happening of any contingency or of the abandonment herein provided for, or as a result of any election exercised by the Landlord pursuant to the terms hereof, the Tenant does hereby authorize and empower the Landlord, at its option, to reenter the Premises as agent of the Tenant or for any occupant of the Premises under the Tenant, or for its own account or otherwise, and to re-let the same for any term expiring either prior to the original expiration date hereof

or simultaneously therewith, or beyond such date and to repair the same if necessary or desirable for re-letting purposes and to receive and apply the rent so received to the cost of reentry, repair, and re-let and to the payment of the rent and other charges due hereunder. The Tenant shall not be entitled to any surplus accruing from such re-letting. Moreover, unless an Early Termination shall be executed as provided at paragraph 6, herein, Tenant shall remain liable for any deficiency, which deficiency shall be, at the Landlord's option, payable monthly as the amount thereof shall be ascertained, or in a single payment, with reasonable allowance for acceleration, on demand.

12. QUIET ENJOYMENT: The Landlord hereby covenants that if the Tenant shall perform all the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the term hereof have the peaceful and quiet enjoyment and possession of the Premises without any manner of let or hindrance from the Landlord, or any persons lawfully claiming said Premises.

13. SURRENDER OF PREMISES: Tenant shall, at expiration or termination of the term, or any renewal term, peaceably surrender the Premises with all the improvements and additions thereto, broom-cleaned and in good condition, excepting ordinary wear and tear. All repairs, alterations and additions made either by the Landlord or Tenant to the demised premises except unattached moveable business fixtures, shall, at the option of the Landlord, be the property of the Landlord and remain upon and be surrendered with the Premises as part thereof at the termination of this lease or any renewal term thereof.

14. SUBORDINATION:

a. This Lease shall be subject, junior and subordinate to that certain Contract of Lease-Purchase dated as of November 1, 2004 (the "Primary Lease"), between the West Virginia Economic Development Authority as lessor (the "Authority") and City as lessee, which expires on November 1, 2026, subject to annual termination as provided for below. The Primary Lease is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Lease Book 251 at page 191.

b. Under the terms of the Primary Lease, the City has the right to terminate the Primary Lease at the end of any fiscal year upon 30 days' prior written notice to the Authority and to WesBanco Bank, Inc, as trustee (the "Trustee") under that certain Indenture, Credit Line Deed of Trust and Security Agreement (the "Indenture"), dated as of November 1, 2004, between the Authority and the Trustee. The Indenture constitutes a deed of trust on the baseball stadium complex known as "West Virginia Power Park," including the Premises. The Indenture is of record in the aforesaid Clerk's office in Trust Deed Book 3194 at page 567.

c. Notwithstanding the above, and in addition thereto, this lease shall be subject and subordinate at all times to the lien of any mortgages and/or deeds of trust and/or bond issues and/or trust debentures in any amount or amounts whatsoever now or hereafter placed on the land and buildings of which the Premises form a part and/or on the Landlord's interest or estate therein without the necessity of any further instrument or act on the part of the Tenant to effectuate such subordination, provided, however, the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this lease to the lien of any such mortgage or mortgages and/or deeds of trust and/or bond issues and/or deeds of trust and/or bond issues and/or

trust debentures as may reasonably be desired, and Tenant's execution of any and all documents necessary and proper to effectuate a subordination shall not be unreasonably withheld by Tenant.

15. UTILITIES AND MAINTENANCE: The Landlord does covenant and agree that during the term of this lease the following will be furnished at the Landlord's expense:

a. The Landlord agrees to furnish, maintain and operate a heating and air-conditioning system during each normal work day, Saturdays, Sundays and normal holidays or any addendum attached hereto excepted, and the Landlord agrees to keep the premises comfortably heated or cooled until Six o'clock in the evening (6:00 p.m.) on Saturdays. Upon twenty-four (24) hours written notice from the Tenant to the Landlord with regard to a particular day or time outside of the hours set forth hereinabove, the Landlord agrees to keep the premises comfortably heated or cooled for that particular day or time outside of the hours set forth hereinabove.

b. Electric power and light necessary to operate elevator, building air-conditioning and heating systems and to light building. The Tenant shall pay for all other electricity for equipment that requires more than usual and customary amounts of electricity and will be charged on a metered or pro-rata share basis.

c. Janitor service reasonably necessary to keep the Premises in a neat and tidy condition and to be equivalent to the type of service provided in first-class buildings and to include the following:

DAILY:

Clean rest rooms.

Provide soap and toilet paper in toilet area.

Vacuum carpets and spot mop common area hallways and corridors.

TWICE WEEKLY:

Empty waste paper baskets.
Sweep and dust and mop floors.
Clean fingerprints from door glass.
Dust furniture and equipment.
Vacuum all rugs.

PERIODICALLY:

Clean outer window glass and all interior partition glass.
Clean all tile floors.
Replace light tubes.

d. The Landlord agrees to keep, maintain and repair the outside of the building and all common areas, including the sidewalk, the parking area, lawns and shrubbery, in a neat and tidy condition.

All cleaning of carpets within Tenant's exclusive Premise, except vacuuming, shall be done by Tenant at Tenant's expense.

16. ENTRY UPON PREMISES: Tenant shall permit Landlord, Landlord's agents or employees or any other person or persons authorized by the Landlord, to inspect the Premises at any time, and to enter the Premises if Landlord shall so elect for making repairs or additions thereto or for making alterations, additions or routine repairs to the building of which the Premises are a part. Landlord shall exercise due care to minimize any disruption to Tenant's business activities. Unless immediate access to the Premises is needed for emergency repairs, Landlord shall provide Tenant with at least 48 hours notice before entering the Premises to make repairs. Except as specifically provided for herein, no diminution or abatement of rent or other compensation shall be claimed or allowed for inconveniences, discomfort or interruption of business arising from the making of repairs or improvements to the building, or any part thereof, or to the machinery, fixtures or

appurtenances thereto and therein, nor for any space taken to comply with any law, ordinance or order of any governmental authority. The Landlord and Landlord's agents may enter upon the Premises at reasonable hours to examine the Premises. The Landlord or Landlord's agents may during the last six months of Tenant's occupancy exhibit the Premises to any person or persons, and during said time may also maintain "For Lease" and "For Sale" notices on the outside walls thereof. Landlord shall, however, exercise reasonable care to minimize any disruption to Tenant's business activities.

17. NOTICES: All written notices by the Landlord to the Tenant shall be sent by certified mail to the Tenant at 601 Morris Street, Suite 202, Charleston, WV 25301, or at such other location as the Tenant may designate in writing. All notices by the Tenant to the Landlord shall be sent by certified mail to the Landlord in care of the City Manager at City Hall, 501 Virginia Street East, Charleston, WV, 25301, or at such other location as the Landlord may designate in writing.

18. GOVERNING LAW AND VENUE: The terms, covenants and conditions of the within lease shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns. Further, the terms, covenants and conditions of the within lease are to be governed by the laws of the State of West Virginia. Landlord and Tenant agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

19. ACCEPTANCE OF PREMISES: The taking of possession by Tenant of the

leased premises is conclusive evidence that Tenant has examined the Premises and is satisfied with its physical condition and acknowledges receipt of it in good order and repair, except as otherwise specified to Landlord in writing within ten (10) days of taking possession, and the Tenant agrees that no representation as to condition of repair has been made, except as is contained in the lease and he agrees that no promise to decorate, alter, repair, or improve the Premises has been made except as is set forth herein.

20. REPAIRS: The Tenant shall immediately give written notice to Landlord of any repairs that become needed to the Premises. Landlord and its agent shall be permitted at any reasonable hour of the day during the term of this lease to visit and examine the Premises; and workmen may enter at any time, when authorized by the Landlord or the Landlord's agent to make or facilitate repairs in any part of the building whenever same shall become necessary. Provided, however, that unless immediate access to the Premises is needed for emergency repairs, Landlord will provide Tenant with at least 48 hours notice prior to entering the Premises to make repairs. If the Tenant shall not be personally present to open and permit the entry into the Premises at any time when for any reason an entry therein shall be necessary hereunder, the Landlord or the Landlord's agent may enter the Premises without rendering the Landlord or such agent liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease. In the event that at any time before the expiration of the term hereby granted the Tenant shall cease to occupy the Premises, and shall remove substantially all of their furniture therefrom, the Landlord shall have the right to enter upon the Premises for

the purpose of cleaning, altering or redecorating; and the exercise of such right by the Landlord shall in no way affect or modify the obligations and covenants of the Tenant under this lease for the remainder of the term thereof.

21. SIGNS: Tenant shall not display any signage visible from the outside of the Premises without written authorization from Landlord. Tenant may, however, place direction signage near the elevator on the second floor, on the entrance door or sidelight windows to their suite. Tenant will be identified on the common area marquee maintained by the Landlord in the first floor lobby.

22. TAXES AND FEES: Tenant shall pay any and all taxes and fees levied and assessed upon any personal property, fixtures and improvements belonging to Tenant and located upon the Premises.

23. SEVERABILITY: If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future law, such provision shall be fully severable, and further the remainder of this agreement shall be fully enforceable and remain in force and effect. All covenants and representations are binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of Landlord and Tenant. Where the singular or plural member is used herein the same shall be construed to apply to the party or parties whether singular or plural, and any word used herein indicating gender shall be construed to include all person, firms, or corporations, parties hereto, of whatever gender.

24. ENTIRE AGREEMENT; EFFECTIVE DATE OF LEASE: This Agreement constitutes the entire agreement between the Landlord and the Tenant pertaining to the subject matter contained herein. The Landlord and Tenant agree to execute any and all supplementary documents and to take all supplementary steps to give full force and effect to the basic terms and intent of this lease. Notwithstanding any agreement of this lease to the contrary, this lease is not effective until it is approved by the City Council of Landlord and duly executed by its Mayor or City Manager.

IN WITNESS WHEREOF, the party of the first part, The City of Charleston, and the party of the second part, Charleston Regatta, Inc., have caused these presents to be executed by their duly authorized representatives as of the date first above written:

Landlord:

Tenant:

City of Charleston

Charleston Regatta, Inc.

By: _____

By: _____

Jonathan T. Storage

Alisa Bailey

City Manager

President



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: April 25, 2022

Subject: Bill No. 7951

The Committee on Planning, Streets and Traffic has had under consideration bill no. 7951 attached hereto and an made a part thereof.

The Committee finds:

1. The rezoning is consistent with the future land use map;
2. The rezoning will remove the bifurcation of the property between two zoning designations; and
3. Council has approved similar I-2 to C-10 rezonings in this area in the past.

and reports the same to Council with the recommendation that the bill do pass.

Naomi Bays
Vice-Chair

Rebecca C. Cepuley
Jennifer Rharr - on phone

B. J. A. Phillips
Bobby Haas

Bill No. 7951

Introduced in Council

Passed by Council

April 4, 2022

Introduced by:

Referred to

**Becky Ceperley, Bobby Reishman
and Brady Campbell**

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

Bill No. 7951 - 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 I-2 district to a C-10 district, that certain lot of land situate at 306 MacCorkle Avenue SE, Charleston, WV 25314.

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

1 1. The Zoning Ordinance of the City of Charleston, West Virginia,
2 enacted the 1st day of January 2006, as amended, is hereby amended by
3 rezoning from an I-2 district to a C-10 district the whole of the following
4 described parcels of land:

5
6 Parcel No. 20 as shown on Charleston 15 Ward Tax Map. Said tax
7 map is of record in the Planning Office.

8
9 2. The Zoning Map, attached to and made a part of said Zoning
10 Ordinance, is hereby amended in accordance with Article 27 of this
11 ordinance.

12
13 3. All prior ordinances, or parts of ordinances, inconsistent with this
14 ordinance are hereby repealed to the extent of such inconsistency.
15

PETITION TO REZONE FROM I-2 TO C-10
306 MACCORKLE AVENUE SE
CHARLESTON, WEST VIRGINIA

TO THE MAYOR AND COUNCIL OF THE CITY OF CHARLSTON, WEST
VIRGINIA

I

The Petitioner is the contract purchaser of a lot depicted and shown in the office of the Assessor of Kanawha County, West Virginia, on 2022 Charleston 15 Ward Tax Map 1 Parcel 20. The parcel is titled and assessed in the name of General Electric Company, a New York corporation. Parcel 20 has a common street address of 306 MacCorkle Avenue. The parcel is bounded on the north by MacCorkle Avenue, on the west by Thayer Street, and on the south by Ferry Street. The parcel is bounded on the east by Parcel 23 assessed in the name of Kanawha Roxalana Co.

II

The lot is currently in both I-2 and C-10 zones. Petitioner desires to have that portion of the lot currently zoned as I-2 rezoned to C-10. The lot is vacant. The Petitioner intends to develop the lot into a convenience store and gas station with potential accessory uses. Access to the lot will be from MacCorkle Avenue and Ferry Street. The parcels located immediately across Thayer Street are also zoned C-10 (parcels 1.1, 2-15, 18, 18.1, and 62-65), as are additional lots to the east of Parcel 20 on Ferry Street (parcels 60 and 61, as well as 96 and 96.1). The area in which these parcels are located is transitioning to C-10 and the rezoning of this parcel would be consistent with that transition. Further, the subject parcel is unsuitable for industrial uses. Rather, its highest and best use is as a commercial parcel.

III

Section 29-030 sets for the procedures for applying for an amendment to the Zoning Map. The requested rezoning complies with the City of Charleston Comprehensive and Neighborhood Plans ("Comprehensive Plan"). Specifically, the subject parcel is laid out on the Future Land Use and Character Map of the Comprehensive Plan as "Convenience Commercial". The purpose of Convenience Commercial in the Comprehensive Plan is to provide small commercial nodes in auto-oriented parts of the city. The subject parcel is in an auto-oriented part of the city and will be utilized for commercial purposes. Further, the intended use fits the Comprehensive Plan's overall neighborhood goal of adopting reuse strategies for vacant and underutilized properties and buildings. This lot is vacant and rezoning it from I-2 to C-10 would allow the commercial development being planned by the undersigned.

IV

Councilperson Becky Ceperley will sponsor the associated bill. Bobby Reishman and Brady Campbell are cosponsoring the bill. Attached hereto is a copy of the associated bill to accomplish the rezoning, a list of property owners who own property within 250 feet of the subject lot, a map of the subject lot, and a filing fee in the amount of \$125.00.

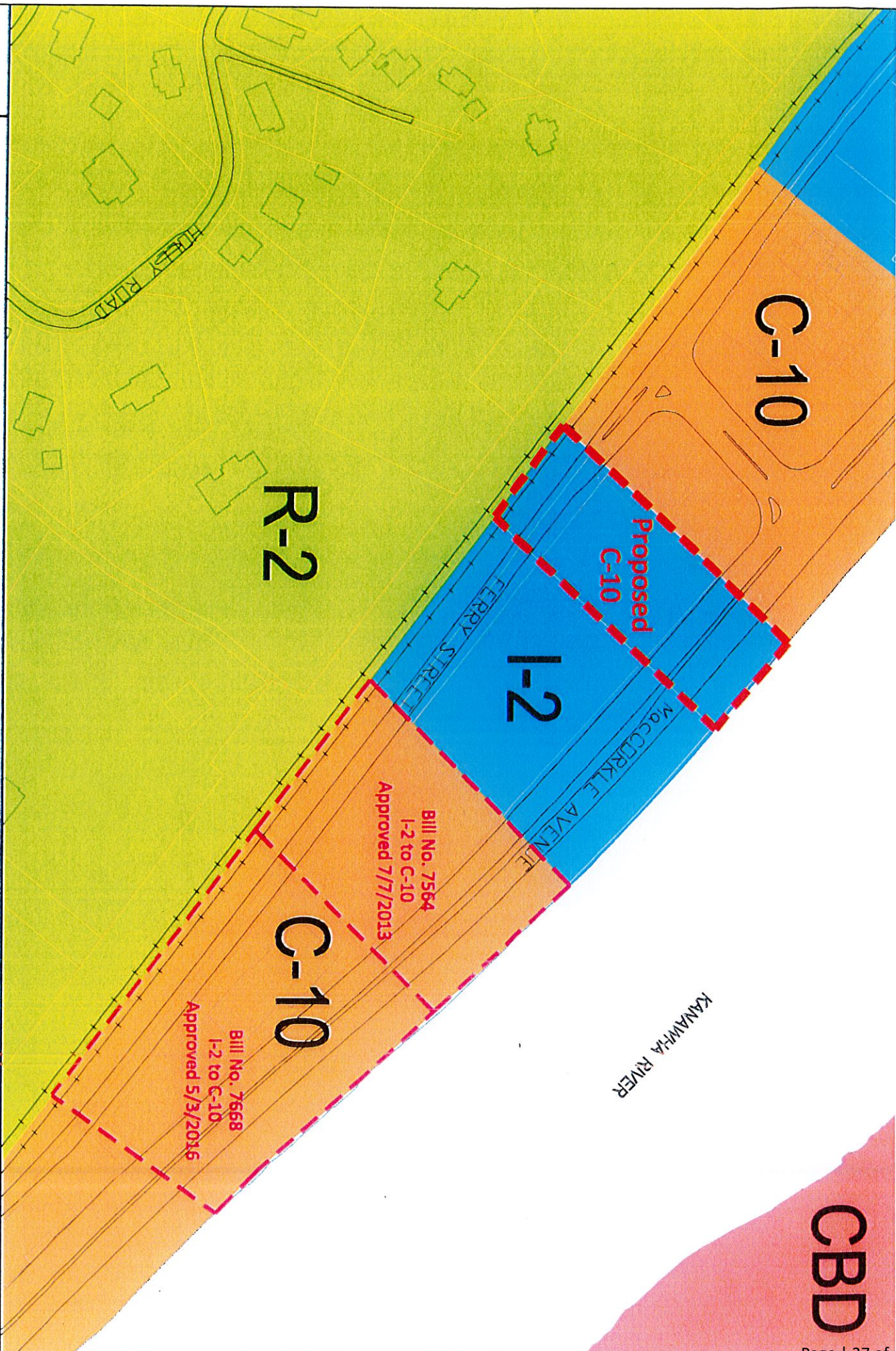
Respectfully submitted
this 1st day of March, 2022

SHOP-A-MINIT MARKETS PARTNERSHIP

By:



Mark Sadd and Matthew P. Kingery, counsel
for the Petitioner
(304) 345-2000



REZONING FROM I-2 TO C-10

STAFF
EXHIBIT



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk
From: Council's Committee on Planning, Streets and Traffic
Date: April 25, 2022
Subject: Bill No. 7952

The Committee on Planning, Streets and Traffic has had under consideration bill no. 7952 attached hereto and an made a part thereof.

The Committee finds:

1. The rezoning is a minor expansion of the "Convenience Commercial" Land Use Designation;
2. The rezoning will allow the continued use of a long-existing, non-residential structure; and
3. C-4 zoning is the most restrictive designation that will keep the property viable.

and reports the same to Council with the recommendation that the bill do pass as a committee substitute.

Naomi Bays
na Chair

Rebecca C. Copeley

Jennifer Pharr - on phone

Brady A. Coshell
Bobby Hearn

Bill No. 7952, Committee Substitute

Introduced in Council:

April 4th, 2022

Passed by Council:

Introduced by:

Bobby Brown

Referred to:

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

Bill No. 7952 Committee Substitute - 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-6 district to a C-10 C-4 district, that certain lot of land situate at 6600 MacCorkle Avenue SE, Charleston, WV 25304.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from an R-6 district to a C-10 C-4 district the whole of the described parcel of land in the following legal description:

LT 162 EAST KANAWHA EST
STORE BLDG ROOSEVELT 6641

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 R-6 TO C-10

6600 MacCorkle Avenue SE

Charleston, WV 25304

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

This lot is currently owned and operated by Kevin Lee Sarrett (Petitioner). The parcel is titled and assessed in the name of RATT Properties LLC with a legal description as Lot 162 East Kanawha Estates, Store Building Roosevelt 6641. The lot is located in Kanawha County, West Virginia on the corner of MacCorkle Avenue and 66th Street in Kanawha City.

The lot is currently in both R-6 and C-10 zones. Petitioner desires to have the lot currently zoned as R-6 rezoned to C-10. The property currently has an Outreach Center located in the bottom of the building and two residential rentals on the top of the building on the front and rear.

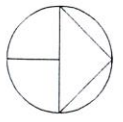
Petitioner wants the property rezoned to C-10 to add a business office to the top front of the building. The business is currently licensed by the City of Charleston as Lumberjacks Tree and Lawn Services LLC License #1417776. The business would also store equipment in the rear of the building.

The business is Registered by the West Virginia State Tax Department under Business Registration Account Number 2398-5010. The business is registered by the IRS under FEIN 85-4261395.

Councilperson Bobby Brown of Ward 18 will sponsor the associated bill. Attached hereto is a copy of the associated bill to accomplish the rezoning.

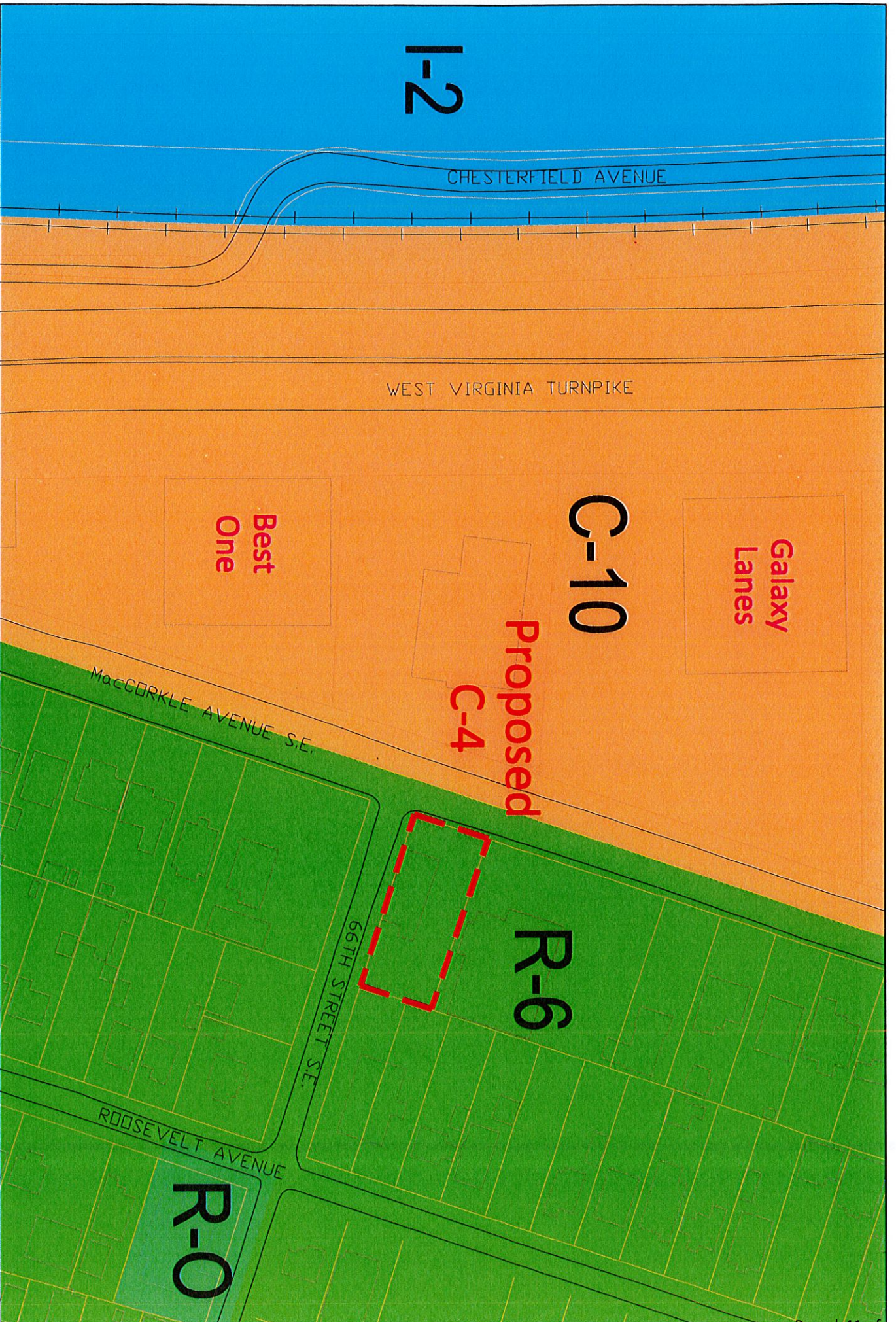
Respectfully submitted
This 14th day of March, 2022
Kevin Lee Sarrett
RATT Properties
304-550-4395





REZONING FROM I-2 TO C-10

STAFF
EXHIBIT





PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk
From: Council's Committee on Planning, Streets and Traffic
Date: April 25, 2022
Subject: Bill No. 7953

The Committee on Planning, Streets and Traffic has had under consideration bill no. 7953 attached hereto and an made a part thereof.

The Committee finds:

1. Centre Court Road has been in a stable configuration for numerous years.
2. Dennison Land and Development LLC made improvements to address deficiencies raised by the City; and said deficiencies were corrected to the satisfaction of the City's engineers.
3. Therefore, the road now meets all standards for dedication as a city street.

and reports the same to Council with the recommendation that the bill do pass.

Naomi Bays
vice Chair

Rebecca C. Carey
Jennifer Pharr - on phone

B of A Lphll
Bobby Hearn

Bill No. 7953

Introduced in Council

Passed by Council

April 4, 2022

Introduced by:

Referred to

Mary Beth Hoover and
Sam Minardi

Municipal Planning Commission
and Planning, Streets and Traffic

Bill No. 7953 - Accepting for dedication the entirety of Centre Court Road.

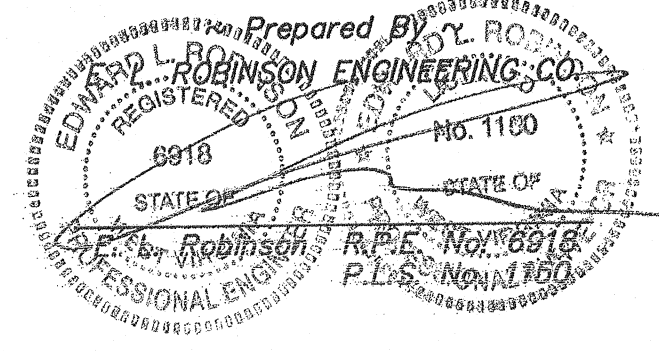
Be it Ordained by the City Council of the City of Charleston, West Virginia:

1. All of Centre Court Road, which is located in the Centre Court Village Subdivision, is hereafter accepted as a city street by the City of Charleston. The area to be accepted is attached hereto as Exhibit A.
2. All prior ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

FINAL
MAP SHOWING
PHASE THREE (UNITS 19 - 36)
OF

CENTRE COURT VILLAGE
SITUATE IN THE CITY OF CHARLESTON
SOUTH ANNEX DISTRICT, KANAWHA COUNTY
WEST VIRGINIA

Scale: 1" = 40' Date: May 25, 2010



ENGINEER & SURVEYOR:
E.L. ROBINSON ENGINEERING CO.
5088 WASHINGTON STREET, WEST
CROSS LANE, WEST VIRGINIA 25313
(304) 776-7473
FILE: 9704022R

APPROVED: MUNICIPAL PLANNING COMMISSION
PRESIDENT: [Signature] 8/10/10
DIRECTOR: [Signature] 8/10/10

OWNER AND SUBDIVIDER:
DENNISON LAND AND DEVELOPMENT
1817 CLARK ROAD
CHARLESTON, WEST VIRGINIA 25314
(304) 345-2403

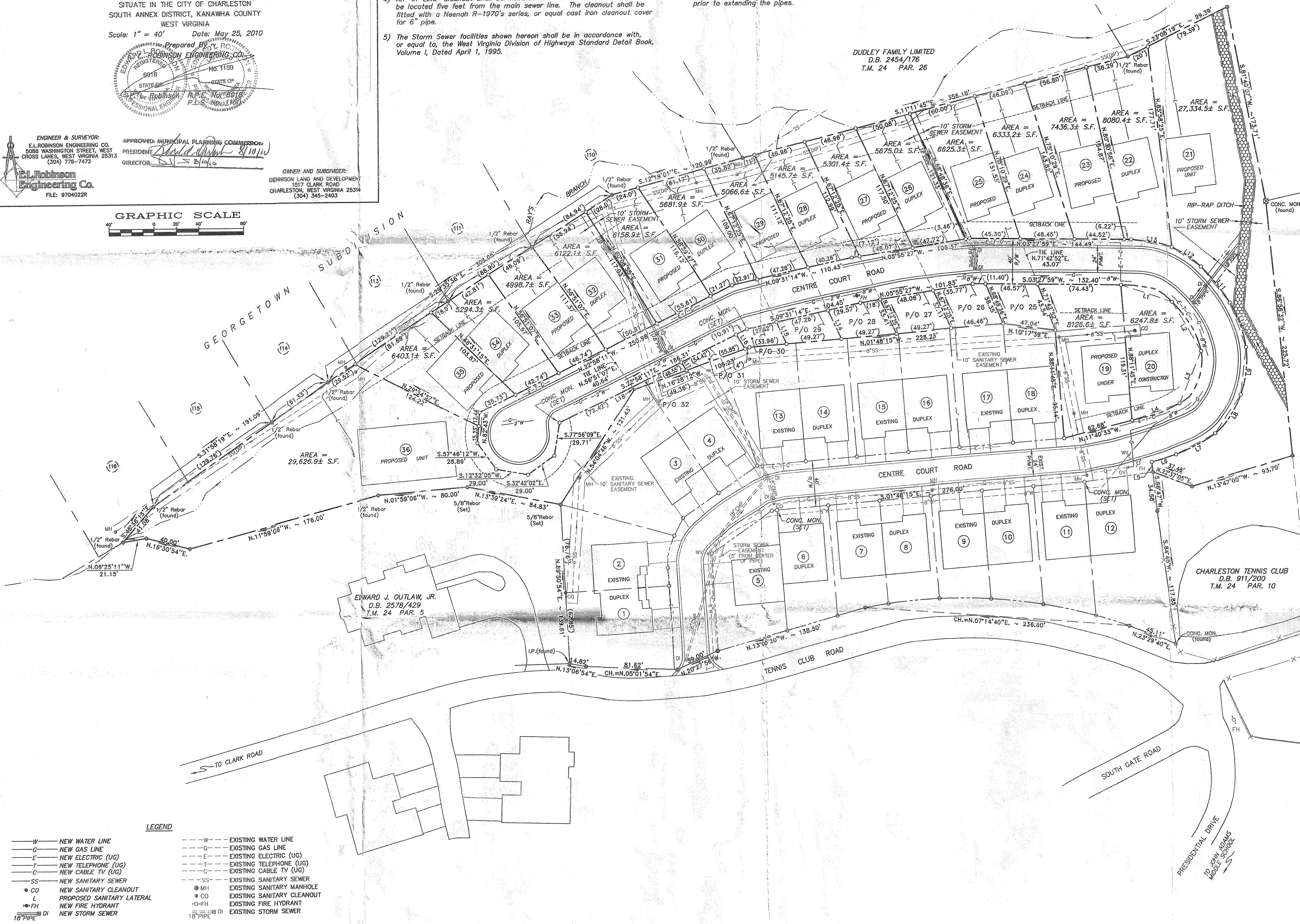
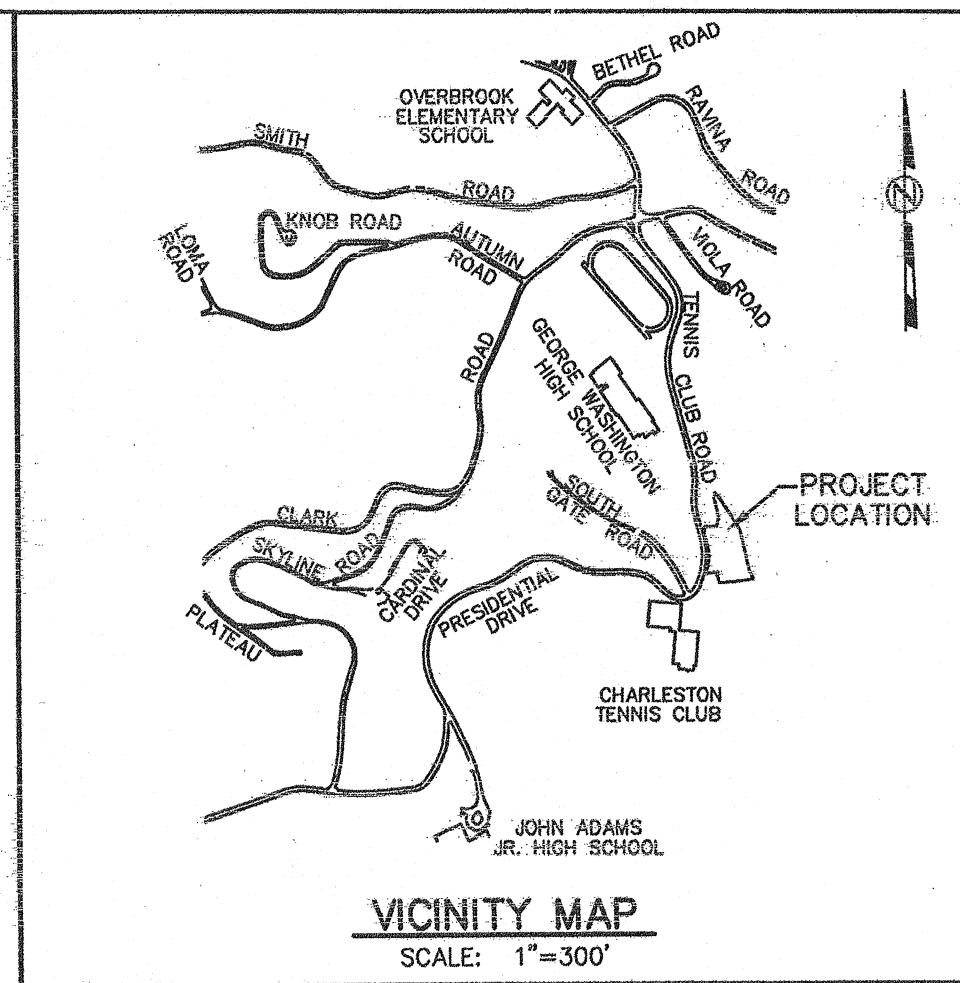
GRAPHIC SCALE
0 20 40 80

NOTES:

- 1) The Building Setback Distances are as follows:
Front: 15' Min. Rear: 25' Min. Sides: 6' Min.
- 2) There is a ten foot wide easement reserved along all front property lines. There is a five foot wide easement reserved along all side property lines.
- 3) There is a ten foot wide sanitary sewer easement reserved along all main sewer lines, five feet each side of center.
- 4) An "In-Line" Cleanout shall be installed on each sewer lateral and shall be located five feet from the main sewer line. The cleanout shall be fitted with a Neenah R-1970's series, or equal cast iron cleanout cover for 6" pipe.
- 5) The Storm Sewer facilities shown hereon shall be in accordance with, or equal to, the West Virginia Division of Highways Standard Detail Book, Volume I, Dated April 1, 1995.
- 6) The tract being subdivided is designated in the office of the county clerk as Charleston South Annex, Tax Map 24, Parcel 13 and is of record in Deed Book 2470 at Page 25.
- 7) Phase I of Centre Court Village consists of Units 1 and 2. Phase II of Centre Court Village consists of Units 3 through 18. Phase III of Centre Court Village consists of Units 19 through 36.
- 8) The storm sewer between Lots 25 & 26 and Lots 31 & 32 shall be relocated along the property lines. The storm sewers shall be extended to the rear setback line. The Developer shall contact the City Engineer, for inspection, prior to extending the pipes.

MARGARET & WALTER N. DUDLEY
D.B. 1024/484
T.M. 24 PAR. 28

DUDLEY FAMILY LIMITED
D.B. 2454/176
T.M. 24 PAR. 26



LINE	BEARING AND DISTANCE
L1	S.20°45'12"W. ~ 48.50'
L2	S.51°48'43"W. ~ 48.99'
L3	N.64°31'23"W. ~ 49.74'
L4	N.18°38'55"W. ~ 45.73'
L5	N.86°47'00"E. ~ 6.91'
L6	S.1°40'40"E. ~ 23.14'
L7	S.25°17'34"E. ~ 39.85'
L8	S.53°42'23"E. ~ 41.37'
L9	S.80°47'20"E. ~ 41.84'
L10	N.72°38'56"E. ~ 41.31'
L11	N.53°39'09"E. ~ 40.47'
L12	N.36°38'06"E. ~ 31.01'
L13	N.13°33'35"E. ~ 37.74'
L14	N.87°12'25"E. ~ 27.78'
L15	N.87°12'25"E. ~ 20.98'
L16	N.58°59'47"E. ~ 14.84'
L17	N.60°08'55"E. ~ 8.43'
L18	N.56°51'07"E. ~ 2.82'

TOTAL AREA FOR BIFURCATED LOTS		
LOT 25:	6625.3 + 1711.0 =	8336.3± S.F.
LOT 26:	5675.0 + 1698.5 =	7373.5± S.F.
LOT 27:	5301.4 + 1822.1 =	6923.5± S.F.
LOT 28:	5145.7 + 1424.0 =	6569.7± S.F.
LOT 29:	5066.6 + 1121.4 =	6188.0± S.F.
LOT 30:	5681.9 + 653.0 =	6334.9± S.F.
LOT 31:	6158.9 + 628.8 =	6787.7± S.F.
LOT 32:	6122.1 + 270.0 =	6392.1± S.F.

CHARLESTON TENNIS CLUB
D.B. 1785/12
T.M. 23 PAR. 5

CHARLESTON TENNIS CLUB
D.B. 911/200
T.M. 24 PAR. 10

RECORDS TO ABOVE BOOK AND PAGE
08/25/2010 12:50:54 PM
Vera J. McCormick
County Clerk
Kanawha County, WV
Need Tax
Recording Fee
TOTAL

0.00
11.00
11.00

LEGEND

- | | | | |
|------|---------------------------|----------|----------------------------|
| —W— | NEW WATER LINE | ---W--- | EXISTING WATER LINE |
| —G— | NEW GAS LINE | ---G--- | EXISTING GAS LINE |
| —E— | NEW ELECTRIC (UG) | ---E--- | EXISTING ELECTRIC (UG) |
| —T— | NEW TELEPHONE (UG) | ---T--- | EXISTING TELEPHONE (UG) |
| —C— | NEW CABLE TV (UG) | ---C--- | EXISTING CABLE TV (UG) |
| —SS— | NEW SANITARY SEWER | ---SS--- | EXISTING SANITARY SEWER |
| •CO | NEW SANITARY CLEANOUT | •MH | EXISTING SANITARY MANHOLE |
| —L— | PROPOSED SANITARY LATERAL | •CO | EXISTING SANITARY CLEANOUT |
| •FH | NEW FIRE HYDRANT | •FH | EXISTING FIRE HYDRANT |
| —DI | NEW STORM SEWER | —DI— | EXISTING STORM SEWER |
- (UG) DENOTES UNDERGROUND

Resolution No. 632-22

Introduced in Council:

May 2, 2022

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 632-22 – Authorizing the Mayor or City Manager to execute a lease with Hotsy
2 Real Estate Holdings LLC for property located on Bowne Avenue, according to the terms
3 contained in the attached exhibit.

4

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

6

7 The Mayor or City Manager is authorized to execute a lease with Hotsy Real Estate Holdings LLC
8 for property located on Bowne Avenue, according to the terms contained in the attached
9 exhibit.

REAL ESTATE LEASE

THIS LEASE AGREEMENT ("Lease"), dated as of April 18, 2022, by and between **THE CITY OF CHARLESTON, WEST VIRGINIA**, a West Virginia municipal corporation (hereinafter called "Landlord"), **HOTSY REAL ESTATE HOLDINGS LLC**, a Pennsylvania limited liability company (hereinafter called "Tenant"). Landlord and Tenant are each a "Party" and collectively the "Parties."

Whereas, this Lease has been approved by Resolution No. _____ of the Landlord dated April 18, 2022.

WITNESSETH:

That for and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. **Lease of Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, all of that certain parcel of land situated on Bowne Avenue in Charleston, West Virginia, as more particularly described on **Exhibit A** attached hereto and made a part hereof (hereinafter collectively called the "Premises").

2. **Term.** The term of this Lease shall be for a period of fifty (50) years, beginning on the May 1, 2022 and ending thereafter on May 1, 2072.

3. **Rent.** Tenant agrees to pay Landlord as rent ("Rent") for the Premises during the Original Term the total sum of \$10.00 per year. Rent shall be paid to or upon the order of Landlord at the Landlord's address set forth herein or otherwise designated in writing by Landlord.

4. **Use of and Possession of Premises.** Tenant shall use the Premises for general commercial purposes, including maintaining and operating the portion of the existing building that is located on the Premises, equipment sales and rentals and related commercial purposes.

5. **Improvements.** Tenant shall not, without Landlord's prior written consent, place or construct any new improvements on the Premises.

6. **Compliance with Laws.** Tenant, at its sole expense, shall comply with all laws, orders, and regulations of federal, state and local authorities which shall impose any duty upon Tenant with respect to Tenant's operations on and/or use of the Premises. Tenant, at its sole expense, shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this Lease.

7. **Liens.** Tenant will not permit any mechanic's lien or any other liens to be filed against the Premises or any building or improvement thereon for any work done or any

materials furnished to Tenant unless such lien or liens are being contested in good faith.

8. Taxes. Tenant shall pay all personal property taxes levied against Tenant's personal property and all business and occupation and other taxes imposed on Tenant's operations on the Premises. In the event the Landlord is ever assessed real property taxes or personal property taxes related to the Premises, Tenant agrees to pay such taxes.

9. Indemnity. Tenant hereby agrees to indemnify and hold harmless, Landlord, its offices, directors and insurers, from and against any and all loss, cost, claim, action, suit, fine, penalty, expense, liability or damage (including attorney fees) arising out of or in any way related to or connected with Tenant's, its employees' guests', invitees', agents' or contractors' use and occupancy of the Premises or arising out of any breach or Default of Tenant in performance of its obligations under this Lease. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant agrees to resist and defend such action or proceeding by reliable legal counsel and to promptly pay and discharge any final judgment rendered against Landlord therein, reserving the right to appeal such judgment prior to the payment thereof. The terms of this paragraph shall survive the expiration or termination of this Lease.

10. Liability Insurance. Tenant shall, at its own cost and expense, procure and maintain throughout the full term of this Lease, general comprehensive public liability insurance against claims for personal injury, death and property damages occurring upon, in or about the Premises, which shall be written by an insurance company or companies authorized to do business in the state of West Virginia. Such insurance shall name Landlord as an additional insured and afford protection to both Landlord and Tenant to the limit of not less than \$1,000,000.00 for injury or death of a single person, to the limit of not less than \$1,000,000.00 for any one accident or occurrence and to the limit of not less than \$500,000.00 for property damage. Tenant shall provide Landlord with certificates of insurance from time to time to evidence that such insurance is in force.

11. Workers' Compensation. Tenant shall, at its own cost and expense, throughout the full term of this Lease, maintain workers compensation coverage as is required under the laws of the State of West Virginia.

12. Successors and Assigns. This Lease shall be binding upon the Parties successors and assigns.

13. Default by Tenant. Any failure by Tenant to obtain Landlord's approval of Tenant's improvements in violation of paragraph 5; failure to comply with all laws as set forth in paragraph 6; any violation of paragraph 9; failure to maintain insurance as provided in paragraph 10; and Tenant's failure to cure the same within 30 days from receipt of written notice from Landlord, shall constitute a default under this Lease ("Default") and, at the option of Landlord, Landlord may terminate this Lease and all of the rights of Tenant herein. Should Tenant be in Default under the terms of this Lease and Tenant fails to cure such Default within the applicable cure period, Landlord shall then have the right to immediate possession of the Premises and

Landlord may concurrently exercise any and all rights and remedies available to Landlord under existing laws or in equity.

14. Tenant's Acceptance of Property. Tenant warrants and agrees that Tenant has had ample opportunity to inspect the Premises and Tenant accepts such Premises "AS IS" "WHERE IS" and in their present condition with all faults and defects, if any. Landlord makes no warranty as to the condition of the Premises or its suitability for Tenant's intended purpose.

15. Landlord's Representation of Title. Landlord represents that it owns the Premises as a public right of way, that it has the right, power and authority to enter into this Lease for the term herein granted and that it will execute or procure any further necessary assurances of title that may be reasonably required for the protection of Tenant.

16. Covenant of Quiet Enjoyment. Landlord warrants that Tenant, upon making the payments and performing the other covenants and agreements of this Lease, shall have peaceful and quiet possession of the Premises during the term of this Lease.

17. Further Assurances and Corrective Instruments. Landlord and Tenant agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to confirm, establish, reestablish, continue or complete any interests reasonably at issue in this Lease.

18. Relationship of Parties. It is understood and agreed that the relationship of the parties to this Lease shall be that of Landlord and Tenant, and that Landlord has no ownership or other direct interest in Tenant's business or enterprise as that business is or may be conducted on the Premises. This Lease shall not be construed to create a joint venture or partnership between the Parties, nor shall any Party be deemed by reason of this Lease to be an agent or representative of the other Party.

19. Notices. All notices, payments or communications required or provided for under this Lease shall be deemed sufficiently given if sent by the United States Mail, either registered or certified, addressed to the respective Party at such address set forth below or as may be specified in writing by either Party from time to time during the term of this Lease:

Landlord:

The City of Charleston, West Virginia
ATTN: City Manager
501 Virginia Street East
Charleston, West Virginia 25301

Tenant:

Hotsy Real Estate Holdings LLC
100 VIP Drive, Suite 220
Wexford, PA 15090

20. Waivers. Failure of either Party hereto at any time to require strict performance of the other Party of the provisions hereof shall not waive or diminish such Party's right thereafter to demand strict compliance therewith or with any other provision. None of the conditions or provisions of this Lease shall be held to have been waived by any act or knowledge of any Party hereto, but only by an instrument in writing made and delivered by the Party making such waiver.

21. Construction and Applicable Law. This Lease shall be governed by the laws of the State of West Virginia and constitutes the entire lease agreement between the parties. No other agreement, oral or written, expressed or implied, has been made between the parties. If any provision of this Lease or the application thereof to any Party or circumstances is held invalid or unenforceable, the provisions of this Lease shall be severable and the remaining provisions of this Lease and the applications of such provisions to other parties and circumstances shall not be affected thereby. No alteration, change, amendment or modification of this Lease or any provision hereof may be made, except by agreement in writing signed by the Party to be bound.

22. Right of Access. Landlord shall have access to the Premises during business hours, after reasonable notice to Tenant, so that an employee of the Tenant can accompany the Landlord for any inspections, except in the case of an emergency, to ensure Tenant's compliance with the terms of this Lease.

23. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of West Virginia.

24. Counterparts. This Lease may be executed with either original signatures or by electronic or facsimile signatures in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Lease at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly set their hand and seal to this Lease as of the day and year first above written.

LANDLORD:

**THE CITY OF CHARLESTON,
WEST VIRGINIA**

By:_____
Name_____
Its:_____

TENANT:

HOTSY REAL ESTATE HOLDINGS LLC

By:_____
Name: Bill Day
Its: Manager/President

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of April, 2022, by _____, the _____ of **THE CITY OF CHARLESTON, WEST VIRGINIA**, a West Virginia municipal corporation, for and on behalf of the corporation.

Given under my hand this ____ day of April, 2022.

My commission expires _____.

Notary Public

[NOTARY SEAL]

STATE OF PENNSYLVANIA,
COUNTY OF _____, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of April, 2022, by Bill Day, the Manager and President of **HOTSY REAL ESTATE HOLDINGS LLC**, a Pennsylvania limited liability company, for and on behalf of the limited liability company.

Given under my hand this ____ day of April, 2022.

My commission expires _____.

Notary Public

[NOTARY SEAL]

This instrument prepared by:
Charles B. Dollison, Esq.
Bowles Rice LLP
Post Office Box 1386
Charleston, West Virginia 25325-1386

EXHIBIT A
DESCRIPTION OF PREMISES

That certain strip or parcel of land located on a portion of Bowne Avenue, Charleston, Kanawha County, West Virginia, which is occupied by an encroachment of a portion of the existing brick and metal building (formerly Charleston Marine); as further shown on the Survey prepared by Field Surveying Co., Inc. dated February 29, 2004, and entitled "Map Showing Tracts "A", "B" and "C" Being Comprised of Lots 76, 77 and 78 Block "5" Vandalia, Lot Nos. 97, 98, 99, 100, 101, 102, 103, Parts of Lots Nos. 104 and 105 Block "7" Vandalia Together with River Bank Parcels Located in South Annex Tax District, City of Charleston, Kanawha County, West Virginia For Riley C. Brothers."

Resolution No. 633-22

Introduced in Council:

May 2, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 633-22 - Authorizing the Mayor or City Manager to enter into a lease for approximately 847 square feet of space in 601 Morris Street, Suite 202, with Charleston Regatta, Inc., for office space for a term of one year—but not to exceed two additional one-year renewal terms—at a yearly rental amount of \$16,669.96.

Now Therefore, 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 lease for approximately 847 square feet of space in 601 Morris Street, Suite 202, with Charleston Regatta, Inc., for office space for a term of one year—but not to exceed two additional one-year renewal terms—at a yearly rental amount of \$16,669.96.

THIS INDENTURE OF LEASE, Made as of this ____ day of _____, 2022, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, whose address is P.O. Box 2749, Charleston, West Virginia 25330, party of the first part, hereinafter referred to as "Landlord", and CHARLESTON REGATTA, INC., a nonprofit corporation, whose address will be 601 Morris Street, Suite 202, Charleston, WV, 25301, party of the second part, hereinafter referred to as "Tenant";

W I T N E S S E T H:

That, for and in consideration of the premises, covenants and agreements herein entered into between the parties, the parties do hereby agree to and with each other as follows:

1. DEMISED PREMISES: The Landlord does hereby rent and lease unto the Tenant, and the Tenant takes and leases from the Landlord, Suite 202, approximately Eight Hundred Forty-Seven (847) square feet of floor space (the "Premises") on the Second (2nd) Floor of 601 Morris Street in Charleston, Kanawha County, West Virginia, together with the right to use the common areas thereof. The Premises are all of the existing space located on the southwest corner of the second floor of the warehouse building located next to the City's Wellness Center.

2. TERM: The term of this lease shall be for a period of twelve (12) months, commencing on the first day of May, 2022, and ending on the last day of April, 2023. Provided Tenant is not in default in the performance of its obligations under this Lease, this Lease may be renewed automatically for additional one-year terms, not to exceed two additional

terms, unless either the Tenant or the Landlord provide written notice of either parties' intention to not renew this lease at least sixty (60) days prior to the end of the term or any Renewal Term.

3. RENTAL AMOUNT: The Landlord agrees to accept, and the Tenant agrees to pay a Base Rental for the twelve month lease term in the amount of Sixteen Thousand Six Hundred and Sixty-Nine Dollars and Ninety-Six Cents (\$16,669.96), payable in 12 monthly installments of One Thousand Three Hundred Eighty-Nine Dollars and Eight Cents (\$1,389.08) from May 1, 2022, to April 1, 2023. In addition to the Base Rental, Tenant shall pay a monthly Utilities Escalation Adjustment beginning on May 1, 2023, which shall be recalculated annually thereafter. The initial Utilities Escalation Adjustment shall be calculated as a pro rata share of any increase in operating expenses assumed by the Landlord as part of this lease associated with utilities over and above the cost of those expenses to the Landlord for the Base Year of January 1, 2021 to December 31, 2021. That pro rata share shall be determined by dividing the square footage of the Tenant's exclusive space (847 sq.ft.) by the overall rentable square footage (excluding common area allocations) of the building which is subject to the same expenses (54,902 sq.ft.), which is 1.54%, and dividing the gross amount of the pro rata share of increased utility costs by a divisor of twelve (12) to derive the Utilities Escalation Adjustment. The Landlord shall communicate the Utilities Escalation Adjustment amount due for each month thereafter to the Tenant by February 1, 2022, and each year thereafter. After the initial adjustment, the formula shall be applied in a similar fashion for subsequent years to recalculate and apply the escalation on an annual basis.

4. RENTAL PAYMENTS: Said rentals are to be payable in advance on the first day of each and every month during the term of this lease; said payments to be made at the office of the City Manager, 501 Virginia Street East, Charleston, West Virginia 25301, or at such other location as the Landlord may designate in writing to the Tenant.

5. GENERAL COVENANTS: The parties hereby covenant and agree as follows:

a. The Tenant shall pay said rentals and any other amounts payable hereunder punctually and promptly.

b. Unless the Landlord consents thereto in writing, which consent shall not be unreasonably withheld, the Tenant:

(i) Shall not use or permit the Premises, or any part thereof, to be used for any purpose other than for commercial offices.

(ii) Shall not make any alterations, additions or improvements without the prior written consent of the Landlord, and any and all such alterations and improvements shall at the option of the Landlord become and be the property of the Landlord upon the termination of the lease.

(iii) Shall not assign nor mortgage this lease, nor re-let or sublet the Premises, or any part thereof.

(iv) Shall not suffer any act of commission or omission which will increase the rate of fire or general liability insurance of the Premises or of the building of which the demised premises are a part.

6. TENANT'S USE OF THE PREMISES AND EARLY TERMINATION RIGHTS:

Tenant shall occupy and use the Premises as a commercial office, or for such other purposes as may be approved in writing by the City and for all incidental and related uses. Tenant shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose which:

- a.** Is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule;
- b.** May be dangerous to persons or properties; or
- c.** May create a nuisance, disturb any other tenants or the occupants of neighboring property.

At any time during the term of this Lease Agreement during which the monthly rental installments are not delinquent or in arrears and Tenant is not otherwise in breach of this Agreement, Tenant shall have the right to terminate the Lease, in Tenant's sole discretion, by providing the Landlord with ninety (90) days advance written notice.

7. COMPLIANCE WITH LAWS:

a. The Tenant shall comply with all statutes, ordinances, orders, requirements and regulations, present and future, of any Federal, State, County or Municipal authority, or agency or subdivision thereof having jurisdiction over or affecting the use of the Premises.

b. The Landlord shall at all times and at their own cost keep and maintain the

common areas and fixtures in a condition comparable to common areas in first-class commercial office space and in compliance with all statutes, ordinances, orders, requirements and regulations, present and future, of any Federal, State, County or Municipal authority, or agency or subdivision thereof having jurisdiction over or affecting the common areas.

8. INDEMNIFICATION:

a. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all costs, expenses (including reasonable attorney fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority arising out of or in any way connected with the Lease or the Premises, and Landlord shall not be liable to Tenant on account of, (i) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Tenant, (ii) any failure by Tenant to comply with any statutes, ordinances, regulations, requirements or orders, present and future, of any governmental authority, or (iii) any accident, death or personal injury or damage, including fire or water damage, or loss or theft of property, which shall occur in the Premises or as a result of any act or omission by Tenant or its employees or agents, except as the same may be caused by the negligence or act of Landlord, its employees or agents. In all cases in which Tenant is required to obtain insurance, Tenant shall be responsible for all deductibles, and its insurance shall provide primary coverage.

b. In addition to and not in lieu of the above provisions, Tenant agrees to defend,

indemnify and hold harmless the Landlord and its agents from any claims, liabilities, fines, alleged damages, and/or any types of actions whatsoever, including attorneys' fees, arising out of alleged injury to property or contamination of the environment (including, but not limited to, injury or contamination related to asbestos), whether or not prosecuted by a governmental entity, to the extent such claims arise out of Tenant's business activities on the Premises. Tenant further agrees to defend, indemnify and hold harmless Landlord and its respective agents in connection with any administrative proceeding arising out of alleged damage to person, property, or the environment, including, but not limited to notification that Landlord, or its agents, are potentially responsible parties for any alleged damage to any environmental hazard created by Tenant as a result of its performance under this Lease to the extent such claims arise out of Tenant's business activities on the Premises.

c. Tenant shall maintain general liability insurance during the term of this Lease and any extensions thereof in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000 aggregate and shall name City as an additional insured for purposes of this Lease and the indemnity provisions herein. Tenant shall be responsible for the payment of all deductibles. Tenant shall also purchase and maintain all such other kinds of insurance and minimum amounts required to be purchased and maintained by Tenant throughout the term of this Lease. All policies shall provide primary coverage and shall reflect that Tenant is responsible for any and all deductibles. Tenant agrees to provide City with a copy of its insurance policies prior to the commencement of this Lease and any extensions thereof. In the event that Tenant's insurer denies coverage or terminates Tenant's insurance coverage, the Tenant shall immediately notify the City

and the City may, at its option, terminate this Lease immediately.

d. If the Premises or the building of which the demised premises are a part are partially damaged by fire or other casualty, unless caused by the negligence or willful actions of Tenant, the damages shall be repaired by and at the expense of Landlord and the rent, until such repairs shall be made, shall be apportioned from the date of such fire or other casualty according to the part of the Premises which is usable by Tenant. Subject to the terms herein, Landlord agrees to repair such damage within a reasonable period of time, except that Tenant agrees to repair and replace its own furniture, furnishings and equipment at Tenant's expense.

e. If the Premises are totally damaged or are rendered wholly untenable by fire or other casualty, and if Landlord in its sole discretion shall decide not to restore or not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide not to restore or not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide to demolish it, then or in any such events Landlord shall, within thirty (30) days after such fire or other casualty, give Tenant written notice of such decision and thereupon, the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions hereinbefore provided, Tenant's liability for rent shall cease as of the date following the casualty. In addition, under any such circumstance Tenant may, within thirty (30) days after such fire or other casualty, elect to terminate this Lease by giving written notice thereof to Landlord, in which event this Lease shall expire as of the date of such fire or other casualty. No damages shall be owed by Landlord arising from election and/or

termination.

9. CONDEMNATION: In the event that the land or building in which the Premises are located, or any part of said land or building be condemned, or the right of entry be granted as a part of the condemnation proceeding, for public use (irrespective of whether or not any portion of the demised premises is condemned), the Landlord, at its option, may terminate this lease upon one hundred twenty (120) days' notice in writing of its election so to do and upon the date set forth in said this lease shall cease, terminate and come to an end in the same manner and to the same effect as if such date were fixed herein for the expiration of the term. The Tenant shall have no claim against the Landlord nor be entitled to any portion of the amount which may be awarded as damages or paid as a result of such condemnation; provided, however, that nothing contained herein shall impair the Tenant's right to pursue a claim against the condemning authority for Tenant's relocation expenses. Landlord agrees to promptly advise Tenant of the filing of such proceeding advise Tenant of the filing of such proceeding.

10. BREACH: Upon the continuance of any breach or violation by the Tenant of any of the terms, covenants or conditions of this lease, for a period of twenty (20) days after written notice, unless the breach is one for payment of rent in which case the period is ten (10) days after written notice, the Landlord may, at its election, terminate this lease and upon such election, this lease and all of the estate of the Tenant in the Premises shall come to an end and the Landlord may thereupon reenter the premises as of its former estate. The Landlord shall not be entitled to elect to terminate this lease unless the Tenant

fails, within a period of twenty (20) days after written notice, unless the breach is one for payment of rent in which case the period is ten (10) days after written notice, to begin use of all commercially reasonable efforts to remedy the breach or violation complained of or thereafter fails to diligently and promptly complete the remedying thereof, to the satisfaction of Landlord. Provided, however, that if the breach or violation complained of shall be the result of an action taken under any statute, ordinance, rule or requirement of any governmental body, then if the Tenant shall institute and prosecute diligently, any bona fide action to establish the invalidity thereof, the period of twenty (20) days shall be suspended until the final determination of such proceedings. Any waiver by the Landlord of any breach shall not be deemed a waiver of any similar or other further breach. The rights and privileges herein reserved shall be in addition to the remedies afforded to the Landlord in the courts of law and equity.

11. ABANDONMENT: If the Premises shall become vacant or abandoned, or if the Tenant or any assignee or subtenant to whose assignment or sublease the Landlord shall have consented, shall be dispossessed or removed from the Premises, or if the term hereof shall terminate prior to the expiration date fixed herein because of any act or omission of the Tenant or such assignee or subtenant, or because of the happening of any contingency or of the abandonment herein provided for, or as a result of any election exercised by the Landlord pursuant to the terms hereof, the Tenant does hereby authorize and empower the Landlord, at its option, to reenter the Premises as agent of the Tenant or for any occupant of the Premises under the Tenant, or for its own account or otherwise, and to re-let the same for any term expiring either prior to the original expiration date hereof

or simultaneously therewith, or beyond such date and to repair the same if necessary or desirable for re-letting purposes and to receive and apply the rent so received to the cost of reentry, repair, and re-let and to the payment of the rent and other charges due hereunder. The Tenant shall not be entitled to any surplus accruing from such re-letting. Moreover, unless an Early Termination shall be executed as provided at paragraph 6, herein, Tenant shall remain liable for any deficiency, which deficiency shall be, at the Landlord's option, payable monthly as the amount thereof shall be ascertained, or in a single payment, with reasonable allowance for acceleration, on demand.

12. QUIET ENJOYMENT: The Landlord hereby covenants that if the Tenant shall perform all the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the term hereof have the peaceful and quiet enjoyment and possession of the Premises without any manner of let or hindrance from the Landlord, or any persons lawfully claiming said Premises.

13. SURRENDER OF PREMISES: Tenant shall, at expiration or termination of the term, or any renewal term, peaceably surrender the Premises with all the improvements and additions thereto, broom-cleaned and in good condition, excepting ordinary wear and tear. All repairs, alterations and additions made either by the Landlord or Tenant to the demised premises except unattached moveable business fixtures, shall, at the option of the Landlord, be the property of the Landlord and remain upon and be surrendered with the Premises as part thereof at the termination of this lease or any renewal term thereof.

14. SUBORDINATION:

a. This Lease shall be subject, junior and subordinate to that certain Contract of Lease-Purchase dated as of November 1, 2004 (the "Primary Lease"), between the West Virginia Economic Development Authority as lessor (the "Authority") and City as lessee, which expires on November 1, 2026, subject to annual termination as provided for below. The Primary Lease is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Lease Book 251 at page 191.

b. Under the terms of the Primary Lease, the City has the right to terminate the Primary Lease at the end of any fiscal year upon 30 days' prior written notice to the Authority and to WesBanco Bank, Inc, as trustee (the "Trustee") under that certain Indenture, Credit Line Deed of Trust and Security Agreement (the "Indenture"), dated as of November 1, 2004, between the Authority and the Trustee. The Indenture constitutes a deed of trust on the baseball stadium complex known as "West Virginia Power Park," including the Premises. The Indenture is of record in the aforesaid Clerk's office in Trust Deed Book 3194 at page 567.

c. Notwithstanding the above, and in addition thereto, this lease shall be subject and subordinate at all times to the lien of any mortgages and/or deeds of trust and/or bond issues and/or trust debentures in any amount or amounts whatsoever now or hereafter placed on the land and buildings of which the Premises form a part and/or on the Landlord's interest or estate therein without the necessity of any further instrument or act on the part of the Tenant to effectuate such subordination, provided, however, the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this lease to the lien of any such mortgage or mortgages and/or deeds of trust and/or bond issues and/or deeds of trust and/or bond issues and/or

trust debentures as may reasonably be desired, and Tenant's execution of any and all documents necessary and proper to effectuate a subordination shall not be unreasonably withheld by Tenant.

15. UTILITIES AND MAINTENANCE: The Landlord does covenant and agree that during the term of this lease the following will be furnished at the Landlord's expense:

a. The Landlord agrees to furnish, maintain and operate a heating and air-conditioning system during each normal work day, Saturdays, Sundays and normal holidays or any addendum attached hereto excepted, and the Landlord agrees to keep the premises comfortably heated or cooled until Six o'clock in the evening (6:00 p.m.) on Saturdays. Upon twenty-four (24) hours written notice from the Tenant to the Landlord with regard to a particular day or time outside of the hours set forth hereinabove, the Landlord agrees to keep the premises comfortably heated or cooled for that particular day or time outside of the hours set forth hereinabove.

b. Electric power and light necessary to operate elevator, building air-conditioning and heating systems and to light building. The Tenant shall pay for all other electricity for equipment that requires more than usual and customary amounts of electricity and will be charged on a metered or pro-rata share basis.

c. Janitor service reasonably necessary to keep the Premises in a neat and tidy condition and to be equivalent to the type of service provided in first-class buildings and to include the following:

DAILY:

Clean rest rooms.

Provide soap and toilet paper in toilet area.

Vacuum carpets and spot mop common area hallways and corridors.

TWICE WEEKLY:

Empty waste paper baskets.
Sweep and dust and mop floors.
Clean fingerprints from door glass.
Dust furniture and equipment.
Vacuum all rugs.

PERIODICALLY:

Clean outer window glass and all interior partition glass.
Clean all tile floors.
Replace light tubes.

d. The Landlord agrees to keep, maintain and repair the outside of the building and all common areas, including the sidewalk, the parking area, lawns and shrubbery, in a neat and tidy condition.

All cleaning of carpets within Tenant's exclusive Premise, except vacuuming, shall be done by Tenant at Tenant's expense.

16. ENTRY UPON PREMISES: Tenant shall permit Landlord, Landlord's agents or employees or any other person or persons authorized by the Landlord, to inspect the Premises at any time, and to enter the Premises if Landlord shall so elect for making repairs or additions thereto or for making alterations, additions or routine repairs to the building of which the Premises are a part. Landlord shall exercise due care to minimize any disruption to Tenant's business activities. Unless immediate access to the Premises is needed for emergency repairs, Landlord shall provide Tenant with at least 48 hours notice before entering the Premises to make repairs. Except as specifically provided for herein, no diminution or abatement of rent or other compensation shall be claimed or allowed for inconveniences, discomfort or interruption of business arising from the making of repairs or improvements to the building, or any part thereof, or to the machinery, fixtures or

appurtenances thereto and therein, nor for any space taken to comply with any law, ordinance or order of any governmental authority. The Landlord and Landlord's agents may enter upon the Premises at reasonable hours to examine the Premises. The Landlord or Landlord's agents may during the last six months of Tenant's occupancy exhibit the Premises to any person or persons, and during said time may also maintain "For Lease" and "For Sale" notices on the outside walls thereof. Landlord shall, however, exercise reasonable care to minimize any disruption to Tenant's business activities.

17. NOTICES: All written notices by the Landlord to the Tenant shall be sent by certified mail to the Tenant at 601 Morris Street, Suite 202, Charleston, WV 25301, or at such other location as the Tenant may designate in writing. All notices by the Tenant to the Landlord shall be sent by certified mail to the Landlord in care of the City Manager at City Hall, 501 Virginia Street East, Charleston, WV, 25301, or at such other location as the Landlord may designate in writing.

18. GOVERNING LAW AND VENUE: The terms, covenants and conditions of the within lease shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns. Further, the terms, covenants and conditions of the within lease are to be governed by the laws of the State of West Virginia. Landlord and Tenant agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

19. ACCEPTANCE OF PREMISES: The taking of possession by Tenant of the

leased premises is conclusive evidence that Tenant has examined the Premises and is satisfied with its physical condition and acknowledges receipt of it in good order and repair, except as otherwise specified to Landlord in writing within ten (10) days of taking possession, and the Tenant agrees that no representation as to condition of repair has been made, except as is contained in the lease and he agrees that no promise to decorate, alter, repair, or improve the Premises has been made except as is set forth herein.

20. REPAIRS: The Tenant shall immediately give written notice to Landlord of any repairs that become needed to the Premises. Landlord and its agent shall be permitted at any reasonable hour of the day during the term of this lease to visit and examine the Premises; and workmen may enter at any time, when authorized by the Landlord or the Landlord's agent to make or facilitate repairs in any part of the building whenever same shall become necessary. Provided, however, that unless immediate access to the Premises is needed for emergency repairs, Landlord will provide Tenant with at least 48 hours notice prior to entering the Premises to make repairs. If the Tenant shall not be personally present to open and permit the entry into the Premises at any time when for any reason an entry therein shall be necessary hereunder, the Landlord or the Landlord's agent may enter the Premises without rendering the Landlord or such agent liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease. In the event that at any time before the expiration of the term hereby granted the Tenant shall cease to occupy the Premises, and shall remove substantially all of their furniture therefrom, the Landlord shall have the right to enter upon the Premises for

the purpose of cleaning, altering or redecorating; and the exercise of such right by the Landlord shall in no way affect or modify the obligations and covenants of the Tenant under this lease for the remainder of the term thereof.

21. SIGNS: Tenant shall not display any signage visible from the outside of the Premises without written authorization from Landlord. Tenant may, however, place direction signage near the elevator on the second floor, on the entrance door or sidelight windows to their suite. Tenant will be identified on the common area marquee maintained by the Landlord in the first floor lobby.

22. TAXES AND FEES: Tenant shall pay any and all taxes and fees levied and assessed upon any personal property, fixtures and improvements belonging to Tenant and located upon the Premises.

23. SEVERABILITY: If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future law, such provision shall be fully severable, and further the remainder of this agreement shall be fully enforceable and remain in force and effect. All covenants and representations are binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of Landlord and Tenant. Where the singular or plural member is used herein the same shall be construed to apply to the party or parties whether singular or plural, and any word used herein indicating gender shall be construed to include all person, firms, or corporations, parties hereto, of whatever gender.

24. ENTIRE AGREEMENT; EFFECTIVE DATE OF LEASE: This Agreement constitutes the entire agreement between the Landlord and the Tenant pertaining to the subject matter contained herein. The Landlord and Tenant agree to execute any and all supplementary documents and to take all supplementary steps to give full force and effect to the basic terms and intent of this lease. Notwithstanding any agreement of this lease to the contrary, this lease is not effective until it is approved by the City Council of Landlord and duly executed by its Mayor or City Manager.

IN WITNESS WHEREOF, the party of the first part, The City of Charleston, and the party of the second part, Charleston Regatta, Inc., have caused these presents to be executed by their duly authorized representatives as of the date first above written:

Landlord:

City of Charleston

Tenant:

Charleston Regatta, Inc.

By: _____

Jonathan T. Storage

City Manager

By: _____

Alisa Bailey

President

Resolution No. 634-22

Introduced in Council:

May 2, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 634-22 - Authorizing the Mayor or City Manager to enter into a contract with Allegheny Restoration Inc. in the amount of \$80,260.50 to perform concrete repair work to the Oakridge Fire Station (Station No. 4), where the purchase price was determined through a competitive bidding process.

Now Therefore, 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 Allegheny Restoration Inc. in the amount of \$80,260.50 to perform concrete repair work to the Oakridge Fire Station (Station No. 4), where the purchase price was determined through a competitive bidding process.

2022 Oakridge Fire Station Repair
Bid Opening Date 4/22/22

			Allegheny Restoration Inc. 1165 Garden Street Greensburg, PA 15601 724-832-8029 bryan@alleghenyrest.com					
Item	Unit	Qty	Unit Cost	Item Total				
Mobilization/Demobilization	LS	1	\$1,500.00	\$1,500.00				
General Conditions	LS	1	\$1,550.00	\$1,550.00				
Concrete Slab Partial Depth Repair- Underfoot	SF	100	\$80.00	\$8,000.00				
Concrete Slab Partial Depth Repair- Overhead (Basement)	SF	60	\$125.00	\$7,500.00				
Concrete Slab Full Depth Repair	SF	100	\$250.00	\$25,000.00				
Replace Existing Exterior Joint Sealant	LF	45	\$12.50	\$562.50				
Repair Exterior Concrete	SF	2	\$200.00	\$400.00				
Route and Fill Cracks- Underfoot	LF	100	\$8.50	\$850.00				
Route and Fill Cracks- Overhead (Basement)	LF	100	\$12.50	\$1,250.00				
Deck Coating	SF	450	\$30.33	\$13,648.50				
Owners Contingency Allowances	LS	1	\$20,000.00	\$20,000.00				
Base Bid Total			\$80,260.50					
Local Vendor Preference (4%)			Did Not Apply					

Resolution No. 635-22

Introduced in Council:

May 2, 2022

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 635-22 - Authorizing the Mayor or City Manager to enter into an on-call consulting contract with Urban Design Ventures, LLC, in the amount not to exceed \$40,000, to perform the services enumerated in Exhibit A, attached hereto.

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

That the Mayor or City Manager is authorized to enter into an on-call consulting contract with Urban Design Ventures, LLC, in the amount not to exceed \$40,000, to perform the services enumerated in Exhibit A, attached hereto.



PROPOSAL TO PROVIDE PLANNING AND CONSULTING SERVICES TO THE CITY OF CHARLESTON, WEST VIRGINIA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIP PROGRAMS



URBAN DESIGN VENTURES, LLC
PLANNING & COMMUNITY DEVELOPMENT SERVICES
212 EAST SEVENTH AVENUE, HOMESTEAD, PA 15120

April 11, 2022

Ms. Jamie Bowles,
Director of Purchasing
City of Charleston
501 Virginia Street East, Room 101
Charleston, WV 25301

RE: FY 2022-2024 CDBG & HOME Programs
FY 2025-2029 Consolidated Plan

Dear Ms. Bowles:

The firm of Urban Design Ventures, LLC is pleased to present our firm's Expression of Interest for the City of Charleston's FY 2022-2024 CDBG & HOME Programs. The Staff of Urban Design Ventures has prepared this proposal following the guidelines set forth in the Request for Expression of Interests. We would welcome the opportunity to work with the City of Charleston and its Economic and Community Development Staff.

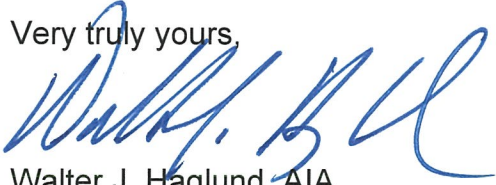
UDV is a full-service consulting firm, specializing in the fields of planning and urban design. Our firm provides consulting services for community and economic development projects, housing projects, redevelopment projects, rehabilitation projects, urban studies, architectural and landscape architectural services. Our staff has a combined one hundred fifty (150) years in the CDBG and HOME programs and are more than familiar with the CDBG-CV and HOME-ARP programs.

Our firm has seen steady growth in its client base. Numerous clients have been with our firm since its inception. UDV now serves clients in Pennsylvania, West Virginia, Maryland, Virginia, Indiana, North Carolina, and Connecticut. We have also worked with clients in Illinois, Wisconsin, South Carolina, Georgia, Florida, and Mississippi. Many of our clients come via referrals from other satisfied clients. We pride ourselves on our services and our attention to detail.

As President of Urban Design Ventures, I am authorized to hold our firm's proposal for a period of ninety (90) days from the date of the City's receipt of this proposal.

Urban Design Ventures welcomes the opportunity to further our professional relationship with the City of Charleston. Should you have any questions or concerns regarding our proposal, please contact our office at (412) 461-6916.

Very truly yours,



Walter J. Haglund, AIA
President

ENC



PROPOSAL TO PROVIDE PLANNING AND CONSULTING SERVICES TO THE CITY OF CHARLESTON, WEST VIRGINIA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIP PROGRAMS

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- C. Five Year Consolidated Plan
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URBAN DESIGN VENTURES, LLC
PLANNING & COMMUNITY DEVELOPMENT SERVICES
212 EAST SEVENTH AVENUE, HOMESTEAD, PA 15120



PROPOSAL TO PROVIDE PLANNING AND CONSULTING SERVICES TO THE CITY OF CHARLESTON, WEST VIRGINIA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIP PROGRAMS

I. QUALIFICATIONS & EXPERIENCE –

A. Demonstration of Experience:

Since 2002, UDV's staff has assisted both large Federal entitlement communities and small State entitlement communities to manage over \$800 million in Federal funds. This includes:

- Community Development Block Grants (CDBG)
- HOME Investment Partnership (HOME) Program
- Emergency Shelter Grant (ESG)
- Housing Opportunities for Persons with HIV/AIDS (HOPWA)
- Community Development Block Grant – Recovery (CDBG – R)
- Community Development Block Grant – Disaster Recovery (CDBG-DR)
- Neighborhood Stabilization Program(NSP)
- Homelessness Prevention and Rapid Re-Housing Program (HPRP)
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)
- Community Development Block Grant – CARES Act (CDBG-CV)
- Emergency Shelter Grant – CARES Act (ESG-CV)
- Housing Opportunities for Persons with HIV/AIDS – CARES Act (HOPWA-CV)
- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)
- Section 108 Loan Guarantee Program
- Lead Hazard Reduction Demonstration Grant
- Low Income Housing Tax Credits (LIHTC)
- Rehabilitation Historic Tax Credits (RHTC)
- American Rescue Plan (ARP) Grants
- Appalachian Regional Commission (ARC) Grant
- U.S.D.A. Community Facilities Program



Our staff has assisted communities in preparing their Federal reports and plans as required by HUD for the CDBG, CDBG-CV, HOME, HOME-ARP, ESG, ESG-CV, HOPWA, HOPWA-CV, HPRP, CDBG-DR, NSP, ARP, Section 108 Loans, NRSA Plans, Analysis of Impediments, Environmental Review Records, Section 3 Plans, Housing Programs, and Policies and Procedures Manuals. Urban Design Ventures has prepared the following for its clients:

- **81 Five Year Consolidated Plans**
- **228 Annual Action Plans**
- **183 CAPERs**
- **73 A.I.s & A.F.H.s**
- **142 ERRs**
- **16 Policies & Procedure Guidelines**
- **19 Citizen Participation Plans**
- **8 NRSAs**
- **4 Section 3 Plans**
- **2 Lead Hazard Grants**
- **10 Section 108 Loan Applications**
- **60 PA CDBG Applications**

LIST OF FEDERAL CDBG ENTITLEMENT CLIENTS	
Clients	UDV staff prepared the following:
Commonwealth of Pennsylvania DCED - Office of Community Development 400 North Street, 4th Floor Harrisburg, PA 17120-0225 Contact: Ms. Donna Enrico Center for Community Development Operations Phone: 717-720-7343 Fax: 717-214-5416 Email: denrico@pa.gov	▪ City of Farrell - Centennial Place Project - Community Development - public improvements in support of low/mod income housing. (\$1,000,000 Section 108 Loan) ▪ City of Monessen - Farnham and Pfile - Economic Development - Loan to private enterprise for job creation. (\$2,000,000 Section 108 Loan) ▪ Boscov's Department Stores - Economic Development - Loan to private enterprise for job creation and retention. (\$35,000,000 Section 108 Loan) ▪ City of Carbondale - Pioneer Plaza - Economic Development - Loan to private enterprise for job creation. (\$4,000,000 Section 108 Loan) ▪ City of Jeannette - South Sixth Street Revitalization - Community Development - public improvements in support of low/mod income housing. (\$966,000 Section 108 Loan) ▪ Somerset Township - Berlin-Plank Sewer Project - Community Development - installation of site

	improvements and public utilities. (\$1,100,000 Section 108 Loan) ▪ 84 Lumber Company - Economic Development - Loan to private enterprise for job creation and retention. (\$15,000,000 Section 108 Loan) ▪ City of Monessen - Alumisource - Economic Development - Loan to private enterprise for job creation. (\$3,490,000 Section 108 Loan) ▪ Lackawanna County - SLIBCO - Economic Development - Loan to private enterprise for job creation and retention. (\$2,904,000 Section 108 Loan) ▪ Guidelines for the transfer of administrative responsibilities for small communities to the Counties.
City of Pittsburgh, PA Community Development Office, Office of Management and Budget 200 Ross Street, 2nd Floor, Suite 201 Pittsburgh, PA 15219 Contact: Mr. Whitney Finnstrom, Comm. Dev. Program Director Phone: 412-255-2162 Fax: 412-393-0151 Email: whitney.finnstrom@pittsburghpa.gov	▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan ▪ FY 2009 Annual Action Plan ▪ FY 2010-2014 Five-Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2006 CAPER ▪ FY 2007 CAPER ▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER (eCon Planning Suite) ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ 2007 Analysis of Impediments to Fair Housing Choice ▪ NSP Applications for the Stimulus Funds ▪ HPRP Applications for the Stimulus Funds ▪ CDBG-R Applications for the Stimulus Funds

	▪ 2012 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ ESG Substantial Amendment of the FY 2011 Annual Action Plan ▪ FY 2019 Substantial Amendment for FY 2020 CARES Act funds ▪ 2017 Policies and Procedures Manual ▪ Amended Citizen Participation Plan ▪ Technical Assistance with the Federal Programs & IDIS
Allegheny County, PA Allegheny County Economic Development One Chatham Center 112 Washington Place, Suite 900 Pittsburgh, PA 15219 Contact: Mr. Howard C. Schubel III, Director Phone: 412-350-1044 Fax: 412-642-2217 Email: Howard.Schubel@alleghenycounty.us	▪ 2007 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2010 Annual Action Plan ▪ FY 2010-2014 Five-Year Consolidated Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER (eCon Planning Suite) ▪ FY 2014 CAPER (eCon Planning Suite) ▪ ESG Substantial Amendment of the FY 2011 Annual Action Plan ▪ Technical Assistance with the Federal Programs
Municipality of Penn Hills, PA 12245 Frankstown Road Pittsburgh, PA 15235 Contact: Mr. Chris Blackwell Phone: 412-798-2128 Fax: 412-798-2160 Email: cblackwell@pennhills.org	▪ 2007 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite)

	▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 Substantial Amendment for FY 2020 CARES Act funds ▪ First Time Homebuyer Program Guidelines ▪ Technical Assistance with the Federal Programs
City of Sharon, PA Community Development 155 West Connelly Blvd. Sharon, PA 16146 Contact: Ms. Melissa Holmes, CDBG Administrator Phone: 724-983-3230 Fax: 724-983-1961 Email: mholmes@cityofsharon.net	▪ FY 2005 Annual Action Plan ▪ FY 2005-2009 Five-Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2010-2014 Five-Year Consolidated Plan ▪ 2010 Analysis of Impediments to Fair Housing Choice ▪ FY 2006 ERR ▪ FY 2007 ERR ▪ FY 2008 ERR ▪ FY 2009 ERR ▪ FY 2010 ERR ▪ FY 2011 ERR ▪ FY 2012 ERR ▪ FY 2013 ERR ▪ FY 2017 ERR ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2015-2019 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ Technical Assistance with the Federal Programs ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ 2018 CDBG Policies and Procedures Manual
Borough of Chambersburg, PA Land Use and Com. Dev. Department Community and Economic Development Office 100 South 2nd Street Chambersburg, PA 17201 Contact: Mr. Phil Wolgemuth Assistant Borough Manager/ Land Use and Development Director Phone: 717-261-3232 Fax: 717-264-0224 Email: pwolgemuth@chambersburgpa.gov	▪ FY 2015-2019 Five Year Consolidated Plan ▪ FY 2020-2024 Five Year Consolidated Plan ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ 2020 CDBG Policies and Procedures Manual ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 ERR ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 ERR ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 ERR ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 ERR ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 ERR

	▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 ERR ▪ FY 2020 CAPER ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Substantial Amendment for FY 2020 CARES Act funds.
City of McKeesport, PA 500 Fifth Avenue McKeesport, PA 15132 Contact: Mr. A.J. Tedesco, Community Development Director Phone: 412-675-5020 Fax: 412-675-5049 Email: alfred.tedesco@mckeesport-pa.gov	▪ FY 2005 Annual Action Plan ▪ FY 2005-2009 Five-Year Consolidated Plan ▪ 2005 Analysis of Impediments to Fair Housing Choice ▪ FY 2007 ERR ▪ FY 2008 ERR ▪ FY 2009 ERR ▪ 2011 Analysis of Impediments to Fair Housing Choice ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2017 Policies and Procedures ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2013 CAPER ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2019 Substantial Amendments for FY 2020 CARES Act ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ Technical Assistance with the Federal Programs and IDIS
Northampton County, PA Dept. of Com. and Econ. Dev. 2801 Emrick Boulevard	▪ FY 2013 ERR ▪ FY 2013 Section 3 Plan ▪ FY 2014 ERR

Bethlehem, PA 18020 Contact: Mr. Frank Brooks, Program Director Phone: 610-829-6311 Email: fbrooks@northamptoncounty.org	▪ FY 2015 ERR ▪ FY 2017 ERR ▪ Cross Country Townhomes ERR ▪ FY 2015 CAPER ▪ FY 2016 CAPER ▪ FY 2017 CAPER ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ State ESG Application ▪ PHARE Applications ▪ HUD Lead Based Paint Grants ▪ Established a HOME Consortium ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 ERR ▪ FY 2019 CAPER ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 ERR ▪ FY 2020 CAPER ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Substantial Amendment for FY 2020 CARES Act funds ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ Technical Assistance with the Federal Programs
Washington County, PA Redevelopment Authority of the County of Washington 100 West Beau Street, Suite 603 Washington, PA 15301 Contact: Ms. Brenda Williamson, CDBG and HOME Coordinator Phone: 724-228-6875 Fax: 724-228-6829 Email: brenda.williamson@racw.net	▪ Washington County - 84 Lumber Company - Economic Development - Loan to private enterprise for job creation and retention. (\$5,000,000 Section 108 Loan)
City of Martinsburg, WV City Hall, 232 North Queen Street Martinsburg, WV 25401 Contact: Ms. Nancy Strine, CDBG & HOME Administrator Phone: 304-264-2131 Ext. 278 Fax: 304-264-2137 Email: nstrine@cityofmartinsburg.org	▪ FY 2004 Annual Action Plan ▪ FY 2005-2009 Five-Year Consolidated Plan ▪ FY 2005 Annual Action Plan ▪ FY 2006 Annual Action Plan ▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan ▪ FY 2009-2013 Five Year Consolidated Plan ▪ FY 2009 Annual Action Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan ▪ FY 2014-2018 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite)

	▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019-2023 Five Year Consolidated Plan (eCon Planning Suite) (in progress) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2005 CAPER ▪ FY 2006 CAPER ▪ FY 2007 CAPER ▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2005 ERR ▪ FY 2006 ERR ▪ FY 2007 ERR ▪ FY 2008 ERR ▪ FY 2009 ERR ▪ FY 2010 ERR ▪ FY 2011 ERR ▪ FY 2012 ERR ▪ FY 2013 ERR ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ CDBG-R Applications for the Stimulus Funds ▪ 2010 Analysis of Impediments to Fair Housing Choice ▪ 2014 Analysis of Impediments to Fair Housing Choice ▪ 2019 Analysis of Impediments to Fair Housing Choice ▪ FY 2020 Substantial Amendment to FY 2020 CARES Act funds ▪ 2016 CDBG and HOME Policies and Procedures Manual ▪ Technical Assistance with the Federal Programs & IDIS
City of Huntington, WV 800 Fifth Avenue, City Hall Huntington, WV 25701	▪ FY 2004 Annual Action Plan ▪ FY 2005-2009 Five-Year Consolidated Plan ▪ FY 2005 Annual Action Plan ▪ FY 2006 Annual Action Plan

Contact: Ms. Cathy Burns, Executive Director Huntington Municipal Development Authority (HMDA) Department of Planning and Development Phone: 304-696-5540 Ext. 2026 Fax: 304-696-4493 Email: burnsc@cityofhuntington.com	▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan ▪ FY 2009 Annual Action Plan ▪ FY 2010-2014 Five Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan ▪ FY 2014 Annual Action Plan ▪ FY 2015-2019 Five Year Consolidated Plan ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2005 CAPER ▪ FY 2006 CAPER ▪ FY 2007 CAPER ▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ 2007 Analysis of Impediments to Fair Housing Choice ▪ 2011 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2019 Substantial Amendments for FY 2020 CARES Act funds. ▪ HPRP Applications for the Stimulus Funds ▪ CDBG-R Applications for the Stimulus Funds ▪ ESG Substantial Amendment of the FY 2011 Annual Action Plan ▪ Redevelopment Area Plan for the Fairfield West Neighborhood ▪ Assisted in establishing the Huntington-Cabell-Wayne Housing Consortium ▪ Technical Assistance with the Federal Programs and IDIS
City of Wheeling, WV	▪ FY 2005-2009 Five-Year Consolidated Plan

City-County Building, Room 305 1500 Chapline Street Wheeling, WV 26003 Contact: Ms. Nancy Prager, Director, Dept. of Economic and Community Development Phone: 304-234-3717 Fax: 304-234-3829 Email: nprager@cityofwheelingwv.org	▪ FY 2005 Annual Action Plan ▪ FY 2006 Annual Action Plan ▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan ▪ FY 2009 Annual Action Plan ▪ FY 2010-2014 Five Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan ▪ FY 2014 Annual Action Plan ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2005 CAPER ▪ FY 2006 CAPER ▪ FY 2007 CAPER ▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ 2009 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Technical Assistance with the Federal Programs in IDIS
City of Weirton, WV 200 Municipal Plaza Weirton, WV 26062 Contact: Ms. Jessica Gumm, CDBG Administrator	▪ FY 2005-2009 Five-Year Consolidated Plan ▪ FY 2005 Annual Action Plan ▪ FY 2006 Annual Action Plan ▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan

Phone: 304-797-8516 Fax: 304-797-8519 Email: jgumm@cityofweirton.com	▪ FY 2009 Annual Action Plan ▪ FY 2010-2014 Five Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan ▪ FY 2014 Annual Action Plan ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2005 CAPER ▪ FY 2006 CAPER ▪ FY 2007 CAPER ▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2011 ERR ▪ FY 2012 ERR ▪ FY 2013 ERR ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ 2009 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Preparation of Redevelopment Area Plans ▪ Technical Assistance with the Federal Programs and IDIS
City of Morgantown, WV 389 Spruce Street	▪ 2005 Analysis of Impediments to Fair Housing Choice

Morgantown, WV 26505 Contact: Mr. Rickie Yeager, AICP EDFP, Director of Development Services Phone: 304-284-7431 Email: ryeager@morgantownwv.gov	▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER (eCon Planning Suite) ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019-2023 Five Year Consolidated Plan (eCon Planning Suite) (in progress) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ 2019 Analysis of Impediments (in progress) ▪ 2017 CDBG Policies and Procedures Manual ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2020 Substantial Amendments for FY 2020 CARES Act funds. ▪ WV State CARE Act Funding Application ▪ IDIS Technical Assistance with the Federal Programs
City of Charleston, WV Mayor's Office of Econ. and Com. Dev. 105 McFarland Street Charleston, WV 25301 Contact: Ms. Sherry Risk, Director Mayor's Office of Economic and Community Development Phone: 304-348-8035 Fax: 304-348-0704 Email: srisk@cityofcharleston.org	▪ FY 2010-2014 Five-Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ 2011 Analysis of Impediments to Fair Housing Choice ▪ FY 2020-2024 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ Citizen Participation Plan ▪ Technical Assistance with the Federal Programs
City of East Chicago, IN Department of Redevelopment 4525 Indianapolis Blvd., 2nd Floor East Chicago, IN 46312 Contact: Ms. Lyvette Turk, HDPF Phone: 219-391-8513 Ext. 226 Fax: 219-391-8513 Email: LTurk@eastchicago.com	▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ 2014 Analysis of Impediments to Fair Housing Choice ▪ FY 2014-2018 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2013 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite)

	▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER (eCon Planning Suite) ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ 2015 Harbor Area NRSA Report ▪ 2020 Harbor Area NRSA Report Update ▪ 2019 Policies and Procedures Manual ▪ FY 2019-2023 Revised Five Year Consolidated Plan (eCon Planning Suite) ▪ Housing Rental Policy ▪ Technical Assistance in Federal Programs and IDIS
City of Gainesville, GA 311 Henry Ward Way Gainesville, GA 30501 Contact: Mr. Chris Davis Housing Division Manager Phone: 770-531-6581 Fax: 770-538-2474 Email: cdavis@gainesville.org	▪ FY 2010 ERR
City of Gulfport, MS 1410 24 th Avenue Hardy Building, 2 nd Floor Gulfport, MS 39502 Contact: Ms. Karen C. McCarty Community Development Department Phone: 228-868-5736 Email: kmccarty@gulfport-ms.gov	▪ 2012 Analysis of Impediments to Fair Housing Choice
City of Durham, NC 101 City Hall Plaza Durham, North Carolina 27701 Contact: Ms. Wilmur Conyers Federal Programs Coordinator Community Development Department Phone: 919-560-4570 Ext 22277 Email: Wilmur.Conyers@durhamnc.gov	▪ 2012 Analysis of Impediments to Fair Housing Choice ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice
Municipality of Norristown, PA 235 East Airy Street Norristown, PA 19401 Contact: Ms. Jayne Musonye Planning & Municipal Development Phone: 610-270-0450 Email: jmusonye@norristown.org	▪ 2012 Analysis of Impediments to Fair Housing Choice ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite)

City of Kenosha, WI 625-52nd Street, Room 308 Kenosha, WI 53140 Contact: Mr. Tony Geliche Community Development Specialist Phone: 262-653-4030 Email: tgeliche@kenosha.org	▪ 2012 Analysis of Impediments to Fair Housing Choice
Abington Township, PA 1176 Old York Road Abington, PA 19001 Contact: Ms. Kimberly Hamm, MBA, Director Office of Community Development Phone: 267-536-1019 Email: khamm@abingtonpa.gov	▪ 2012 Analysis of Impediments to Fair Housing Choice ▪ FY 2013 Annual Action Plan ▪ FY 2014 Annual Action Plan ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2013 ERR ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2012 CAPER ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ CDBG-DR Application ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Crest Manor Project ERR ▪ Local Share Account Application ▪ Multi Modal Transportation Fund Application ▪ FY 2016 HOME DCED Application
City of Chester, PA Managed by: Chester Economic Development Authority 35 East 5th Street, 1st Floor PO Box 407 Chester, PA 19016 Contact: Ms. JoAnn Ruark	▪ FY 2013 ERR ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR

Chester Economic Development Authority Phone: 610-447-7850 Email: jar@ceda.cc	▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2019 Substantial Amendments for FY 2020 CARES Act funds ▪ Certification and Recordation of Historic Structures ▪ Technical Assistance with the Federal Programs
Lehigh County, PA Lehigh County Government Center 17 South Seventh Street , Room 519 Allentown, Pennsylvania 18101-2401 Contact: Ms. Lauri Moyer Grants and Housing Manager Phone: (610) 871-1964 Email: lauriemoyer@lehighcounty.org	▪ FY 2013 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2013 ERR ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2013 CAPER ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2014 LCHA ERR ▪ FY 2015 LCHA ERR ▪ FY 2016 LCHA ERR ▪ FY 2017 LCHA ERR ▪ FY 2018-2022 LCHA ERR ▪ Assessment of Fair Housing 2017 ▪ 2019 Analysis of Impediments to Fair Housing Choice ▪ Technical Assistance with the Federal Programs and IDIS
City of Salisbury, MD 125 North Division Street Salisbury, Maryland 21801 Contact: Ms. Deborah J. Stam Director of Community Development Phone: (410) 334-3031	▪ FY 2014-2018 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ 2014 Analysis of Impediments to Fair Housing Choice ▪ FY 2019-2023 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite)

E-Mail: dstam@ci.salisbury.md.us City of Johnstown, PA 401 Main Street Johnstown, PA 15904 Contact: Ms. Katherine Purelli-Webb Community Development Fiscal Officer Phone: (814) 536-2055 Email: kpurelliwebb@cojtn.com	▪ 2019 Analysis of Impediments ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ 2021 CDBG Policies and Procedures Manual ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2019 Substantial Amendment for FY 2020 CARES Act ▪ Technical Assistance with the Federal Programs and IDIS
City of Erie, PA Room 404, 626 State Street Erie, PA 16501 Contact: Mr. Christopher P. Mong Director Dept. of Economic and Community Development Phone: (814) 870-1277 Email: cpmong@eriepa.us	▪ Technical Assistance with the Federal Programs and IDIS ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 ERR
City of Beckley, WV 409 South Kanawha Street Beckley, WV 25802 Contact: Ms. Angela L. King Grant Administrator Phone: (304) 256-1759 Email: aking@beckley.org	▪ FY 2014-2018 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ Citizen Participation Plan ▪ 2014 Analysis of Impediments to Fair Housing Choice ▪ Technical Assistance with the Federal Programs ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite)

	▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2019-2023 Five-Year Consolidated Plan (eCon Planning Suite) ▪ 2019 Analysis of Impediments to Fair Housing Choice ▪ FY 2019 CAPER (eCon Planning Suite) ▪ 2021 CDBG Policies and Procedures Manual ▪ Park & Recreational Designs & Improvements ▪ Historic Preservation & SHPO Consultation ▪ Technical Advice and Assistance with Federal Programs and IDIS
City of Altoona, PA Altoona City Hall, Suite 400 1301 12th Street Altoona, PA 16601 Contact: Ms. Mary Johnson Department of Planning and Community Dev. Phone: (814) 949-2470 Email: mjohnson@altoonapa.gov	▪ FY 2015-2019 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ FY 2015 ERR ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 ERR ▪ FY 2016 ERR for Altoona Housing Authority ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 ERR ▪ FY 2017 ERR for Altoona Housing Authority ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 ERR ▪ FY 2018 ERR for Altoona Housing Authority ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2021 ERR ▪ FY 2019 ERR for Altoona Housing Authority ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020-2024 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Code Enforcement Housing Survey setup

	▪ Technical Assistance with Federal Programs
City of Joliet, IL 150 West Jefferson Street Joliet, IL 60432 Contact: Mr. Jeff Stern Director of Neighborhood Services Division Phone: (815) 724-4100 Email: jstern@jolietcity.org	▪ FY 2015-2019 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2011-2014 Substantial Amendment ▪ Technical Assistance with the Federal Programs ▪ FY 2015 CAPER (eCon Planning Suite)
City of Hagerstown, MD 14 North Potomac Street, Suite 200a Hagerstown, MD 21740 Contact: Mr. Jonathan Kerns Community Development Manager Phone: 301-739-8577, ext. 134 Email: jkerns@hagerstownmd.org	▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2015 Citizen Participation Plan ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ 2020 Analysis of Impediments to Fair Housing Choice
City of Annapolis, MD 145 Gorman Street Annapolis, MD 21401 Contact: Ms. Theresa C. Wellman Community Development Administrator Phone: (410) 260-2200 Email: TCW@annapolis.gov	▪ FY 2015-2019 Five Year Consolidated Plan ▪ FY 2015-2019 Analysis of Impediments to Fair Housing Choice ▪ FY 2021-2025 Five Year Consolidated Plan
City of Gary, IN 839 Broadway Gary, IN 46402 Contact: Ms. Arlene Colvin, Esq. Director, Division of Community Development Phone: 219-881-5075 Email: acolvin@ci.gary.in.us	▪ FY 2016-2020 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ 2016-2020 Analysis of Impediments to Fair Housing Choice
Orange County, NC 300 W. Tryon Street Hillsborough, NC 27278 Contact: Ms. Emila Sutton, Director Department of Housing & Community Development Phone: 919-245-2490 Email: sutton@orangecountync.gov	▪ FY 2015-2020 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015-2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2016-2020 Affordable Housing Strategic Plan ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ Orange County Mobile Home Study ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite)
City of Scranton, PA 340 North Washington Avenue Scranton, PA 18503 Contact:	▪ FY 2015-2019 Analysis of Impediments to Fair Housing Choice ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite)

Ms. Eileen Cipiani, Director Executive Director Office Community Development Phone: 570-348-4216 Email: Ecipriani@scrantonpa.gov	2020 Analysis of Impediments to Fair Housing Choice
Howard County, MD 6751 Columbia Gateway Drive, 3rd Floor Columbia, MD 21046 Contact: Ms. Elizabeth Meadows, Chief Community Planning and Grants Management Howard County Housing Phone: 410-313-6324 Email:	- FY 2015-2019 Five Year Consolidated Plan - FY 2015 Annual Action Plan (eCon Planning Suite) - FY 2020-2024 Five Year Consolidated Plan - FY 2020 Annual Action Plan (eCon Planning Suite)
City of Roswell, GA 38 Hill Street, Suite 115 Roswell, GA 30075 Contact: Mr. Charles Alford Grants Specialist Phone: (770) 641-3847 Email: calford@roswellgov.com	- FY 2017 Analysis of Impediments to Fair Housing Choice - FY 2017 ERR 2019 CDBG Policies and Procedures Manual
City of Elyria, OH 131 Court Street Elyria, OH 44035 Contact: Ms. Ashley Scott, Director Phone: (440) 326-1402 E-mail: ascott@cityofelyria.org	- FY 2015 Annual Action Plan - FY 2015 Analysis of Impediments - FY 2015-2019 Consolidated Plan
City of Fayetteville, NC Economic and Community Development Department 433 Hay Street Fayetteville, NC 28301 Contact: Mr. Chris Cauley, Director Phone: (910) 433-1561 Fax: Email: CCauley@ci.fay.nc.us	- FY 2020 – 2024 Five-Year Consolidated Plan - FY 2020 Annual Action Plan - Neighborhood Revitalization Strategy Area (NSRA) Plan 2020 Analysis of Impediments to Fair Housing Choice 2021 Policies and Procedures Manual (in progress)
Cumberland County, NC Community Development Department 707 Executive Plaza Fayetteville, NC 283051 Contact: Ms. Dee Taylor, Director Phone: (910) 323-6112 Fax: (910) 323-6114 Email:	- FY 2020 – 2024 Five-Year Consolidated Plan - FY 2020 Annual Action Plan - Neighborhood Revitalization Strategy Area (NSRA) Plan 2020 Analysis of Impediments to Fair Housing Choice
City of High Point, NC Community Development and Housing 211 S. Hamilton Street, Room 312	- FY 2020 – 2024 Five-Year Consolidated Plan - FY 2020 Annual Action Plan - Citizen Participation Plan

High Point, NC 27260 Contact: Ms. Nena Wilson, Assistant Director Phone: (336) 883-3351 Fax: (336) 883-3355 Email: thanena.wilson@highpointnc.gov	2020 Analysis of Impediments to Fair Housing Choice - Housing Market Study for two sites
City of Hartford, CT Office of Central Grants Administration 550 Main Street, Room 302 Hartford, CT 06103 Contact: Mr. Lionel Rigler, Senior Project Manager Phone: (860) 757-9278 Fax: (860) 722-6061 Email: RIGLLOO1@hartford.gov	- FY 2020 – 2024 Five-Year Consolidated Plan - FY 2020 Annual Action Plan - Amended Citizen Participation Plan 2021 Policies and Procedures Manual (in progress)
City of Frederick, MD Department of Housing and Human Services 100 South Market Street Frederick, MD 21701 Contact: Ms. Ramenta Cottrell, Director Housing and Human Services Phone: (301) 600-3955 Fax: Email: rcottrell@cityoffrederickmd.gov	- FY 2020 – 2024 Five-Year Consolidated Plan - FY 2020 Annual Action Plan 2020 Analysis of Impediments to Fair Housing Choice - FY 2021 Annual Action Plan - FY 2019 ERR - FY 2020 ERR - FY 2021 ERR - FY 2019 CAPER (eCon Planning Suite) - FY 2020 CAPER (eCon Planning Suite) - Technical Assistance - FY 2019 Substantial Amendment for CARES Act
City of Waukegan, IL Community Development Block Grant Office 100 North Martin Luther King, Jr. Avenue Waukegan, IL 60085 Contact: Ms. Pamala Jerries Phone: (847) 599-2565 Fax: Email: pamela.jefferies@waukeganil.gov	- FY 2020 – 2024 Five-Year Consolidated Plan - FY 2020 Annual Action Plan 2020 Analysis of Impediments to Fair Housing Choice
City of Rockford, IL Community and Economic Development Department 425 East State Street Rockford, IL 61104 Contact: Ms. Deb Dorsey, Housing and Program Manager Phone: (779) 348-7442 Fax: Email: deb.dorsey@rockfordil.gov	- FY 2020 – 2024 Five-Year Consolidated Plan - FY 2020 Annual Action Plan - NRSA Plan 2020 Analysis of Impediments to Fair Housing Choice
City of Oshkosh, WI Community Development Department 215 Church Avenue, Room 201 Rockford, IL 61104 Contact:	- FY 2020 – 2024 Five-Year Consolidated Plan - FY 2020 Annual Action Plan 2020 Analysis of Impediments to Fair Housing Choice - Citizen Participation Plan

Ms. Darlene Brandt Phone: (920) 236-5029 Fax: Email: dbrandt@ci.oskosh.wi.us	
City of St. Cloud, FL Department of Planning 1300 Ninth Street St. Cloud, FL 34769 Contact: Mr. Andre A. Anderson, Comm. Dev. Director Phone: (407) 957-8427 Fax: (407) 957-7290 Email: andre.anderson@stcloud.gov	▪ FY 2019 – 2023 Five-Year Consolidated Plan ▪ FY 2019 Annual Action Plan ▪ 2019 Analysis of Impediments to Fair Housing Choice ▪ Citizen Participation Plan
County of Greenville, SC Human Relations Commission Greenville County Square 301 University Ridge #1600 Greenville, SC 29601 Contact: Dr. Yvonne Duckett, Executive Director Phone: (864) 467-7095 Fax: Email: yduckett@greenvillecounty.org	▪ 2020 Analysis of Impediments to Fair Housing Choice for the County and City
City of Janesville, WI Neighborhood & Community Services Department 18 Jackson Street Janesville, WI Contact: Ms. Jennifer Petruzzello, Director Phone: (608) 755-3038 Fax: Email: petruzzelloj@janesville.wi.us	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan
City of New Bern, NC Development Services Department 303 First Street New Bern, NC 28563 Contact: Ms. Amanda Ohlensehlen Economic & Community Development Manager Phone: (252) 639-7580 Fax: Email: amandaohlensehlen@nebernnc.gov	▪ FY 2019 – 2023 Five-Year Consolidated Plan ▪ FY 2018 Substantial Amendment ▪ FY 2020 – Timeliness Issue w/ HUD ▪ Citizen Participation Plan ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2019 CAPER ▪ FY 2020 CAPER ▪ Technical Advice and Assistance ▪ FY 2020 CV Application
City of South Bend, IN Department of Community Investment 227 West Jefferson Boulevard South Bend, IN 46601 Contact: Ms. Pam Meyer, Director Phone: (574) 235-5845	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2020 – 2024 Five-Year Consolidated Plan for Mishawaka

Fax: Email: pmeyer@southbendin.gov	
City of Milford, CT Economic & Community Development 227 West Jefferson Boulevard South Bend, IN 46601 Contact: Ms. Sheila Dravis, CDBG Administrator Phone: (203) 701-4479 Fax: (203) 783-3230 Email: sdravis@milfordct.gov	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice
City of Parkersburg, WV Community Development 1 Government Square Parkersburg, WV 26102 Contact: Mr. Ryan Barber, Assistant Development Director Phone: (304) 424-8558 Fax: Email: ryan.barber@parkersburgwv.gov	▪ 2016 Policies and Procedure Manual ▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Amended Citizen Participation Plan
City of Reading, PA Housing & Community Development 815 Washington Street Room 3-12 Reading, PA 19601 Ms. Patricia Vasquez, Community Development Liaison Officer Phone: 610 655-6509 Fax: Email: Patricia.Vasquez@ReadingPa.gov	▪ Technical Assistance for the HOME Program ▪ Technical Assistance for the CDBG Program ▪ 2021 HOME ARP Application (in progress)
Loudoun County, VA Office of the County Administrator, Housing P.O. Box 7000 Leesburg, Virginia 20177 Eileen Barnhard CDBG Program Manager Phone: 703-737-8971 Fax: 703-771-5454 Email: eileen.barnhard@loudoun.gov	▪ Technical Assistance for the FY 2021 – FY 2025 Consolidated Plan and FY 2021 Annual Action Plan ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2021 ERR ▪ Technical Assistance for CDBG Program ▪ ERR Technical Assistance
City of Richmond, VA 1500 East Main Street, Suite 300 Richmond, VA 20177-9804 Ms. Sherrill Hampton Director of Housing and Community Development Phone: 804-646-6822 Email: sherrill.hampton@richmondgov.com	▪ FY 2020 CAPER ▪ Technical Assistance for CDBG Program
Richland County, SC Community Planning & Development Division 2020 Hampton St.	▪ FY 2022-2026 Five Year Consolidated Plan (in progress)

Suite 3063B Columbia, SC 29202	
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Ms. Lovetta Walton, Community Development Supervisor of Grants & Compliance Phone: (803)576-2091 Fax: (803)576-2052 Email: Walton.lovetta@richlandcountysc.com	
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B. Key Personnel:

The experience and knowledge of a firm is based on its staff members. Urban Design Ventures, LLC, currently has eight (8) employees, seven (7) full time employees and one part time employee. The staff is well versed in HUD Federal programs. UDV does not utilize any subcontractors. Our staff possesses all the expertise and skills needed for this contract in-house. Our staff consists of the following accreditations.

- A.I.A. – American Institute of Architects
- A.S.L.A. – American Society of Landscape Architects
- F.A.I.C.P. – Fellow of American Institute of Certified Planners
- L.S.W – Licensed Social Worker

The following staff members are available to be assigned to the City of Charleston, WV:

- **Walter J. Haglund, A.I.A.** – President, principal, and founder of UDV. Walter is a registered architect and planner with over 40 years of experience in the field. Over the last 19 years Walt has prepared Five Year Consolidated Plans, Annual Actions Plans, CAPERs, A.I.s, and Policies and Procedures Manuals for many of our clients. Walt will lead preparation of the Policies and Procedures Manual.
- **Karl M. Haglund** - Vice President, principal, and co-founder of UDV. Karl will serve as project manager for all assignments. His expertise is in planning and financing. He will lead preparation of the Annual Action Plan and CAPER. Karl will lead development of the Annual Action Plans, CAPERs, and Five Year Consolidated Plan and other applications.
- **Jon G. Haglund** – Director of Community Development. Jon has been with Urban Design Ventures for the past 16 years. He is a planner and grants writer. His areas of expertise are preparation of Five Year Consolidated Plans, Annual Action

Plans, CAPERs, Lead Based Paint Grants, etc. Jon Haglund has been successful in obtaining \$2 million in federal grants for Northampton County, PA, for Lead Based Paint testing and abatement. He provides technical training and assistance in the administration of CDBG and HOME programs. He will also be available to provide IDIS assistance for the City.

- **David G. Jordan, ASLA** – Director of Housing. David is a licensed landscape architect. He has been active in the field of planning for over 30 years. He joined UDV's staff in 2018 and his last employment was with the Pennsylvania Department of Community and Economic Development (PA-DCED) in the HOME and CDBG Program. David provides technical assistance to client communities. David Jordan will be available to develop the CAPERs, Annual Action Plans, and assistance with park designs and layouts. He will serve as project manager, along with Karl M. Haglund. Dave will be the lead staff member for the City's HOME-ARP Program.
- **Christopher Fletcher, FAICP** – Director of Planning and Visioning. Christopher Fletcher joined the firm in 2020. He previously worked in the City of Morgantown, WV in their City Administration executive team. Chris has over 30 years of experience in the field of planning and grantsmanship. His expertise is in housing related planning and lends his experience in preparation of Five Year Consolidated Plans, Annual Action Plans and ERRs. Since joining the firm Chris has prepared over 25 ERRs. Chris will lead development of the ERRs. He has recently completed a zoning ordinance rewrite for the City of Monessen. Christopher Fletcher will be available for consultation on infill housing plans the City may wish to pursue.
- **Gavin F. O'Connor** – Grants Manager. Gavin O'Connor is a recent College graduate. He has assisted Walter Haglund in the preparation of CDBG Applications for client communities. He will continue to assist Walt Haglund in the preparation of CAPERs and Annual Action Plans. Walter Haglund and Gavin have prepared numerous Policies and Procedures manuals for client communities and will be available to draft and edit the City's Policies and Procedures for CDBG, HOME, HOME ARP, and CDBG-CV. Gavin has assisted Chris Fletcher in preparing ERRs and will be available to assist in the City's ERRs.
- **Michael S. Long** – Housing and Community Development Specialist. Mike Long is the firm's most recent hire. Before

working at UDV, for the City of Pittsburgh, PA as a policy intern. Mike researched, wrote, edited the City of Pittsburgh's permitting guidelines. He also worked at a Behavioral Research Institute where he analyzed funding sources for Allegheny County. Mike Long currently assists David Jordan in preparing Consolidated Plans, and Chris Fletcher in preparing ERRs. Mike Long will be available to assist in the preparation of the City's ERRs, Annual Action Plans, and subsequent Consolidated Five Year Plan.

Attached are the resumés of the principals and key personnel who will be assigned to the various plans and studies for the City of Charleston should our firm be selected:



WALTER J. HAGLUND, A.I.A.

President/Chief Executive Officer

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA

2002-present

Founder & Principal of Firm

- Responsible for providing technical assistance to client communities, grants *writing, application preparation, implementation services and studies.*
- Prepares architectural designs and drawings for housing developments, as well as urban design studies for both public and private clients.
- Project Manager for four CDBG/HOME client communities in Pennsylvania, West Virginia, and Indiana.

Mullin & Lonergan Associates, Inc., Pittsburgh, PA

1990-2002

Vice President

- Project Manager and Principal in Charge for five Federal CDBG Entitlement Communities, including two HOME Consortia.
- Project Manager and Principal in Charge for three State Small Cities Entitlement Communities.
- Responsible for providing technical assistance, grantsmanship, and planning consulting services to each of the above federal and state entitlement communities in West Virginia and Pennsylvania under the Community Development Block Grant, HOME Investment Partnership and Emergency Shelter Grant Programs.
- Prepared applications for federally assisted housing programs under the HUD Section 202 and 811 Housing Programs, and continued to provide housing consulting services during the construction phase.
- Responsible for providing consultation and research on federal regulations.

Community Programs, Inc., Pittsburgh & Allentown, PA

1979 -1990

Vice President

- Responsible for oversight and management of the housing and community development programs of the firm's clients in Western Pennsylvania, Ohio, Maryland and West Virginia.
- Preparation of all of the firm's UDAG applications for clients in West Virginia and Pennsylvania.
- Preparation of zoning ordinances and comprehensive plans.

Redevelopment Authority of Allegheny County, Pittsburgh, PA

1969-1979

Executive Director & Chief Planner

- Responsible for preparation of urban renewal plans and modifications to the plans.
- Responsible for urban design studies and downtown revitalization projects.
- Supervision of a staff of over 50 employees.

EDUCATION:

Syracuse University, Syracuse, NY

- Bachelor of Architecture with minor in urban planning.



KARL M. HAGLUND

Vice President/Chief Operating Officer

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA

2002-present

Vice President and Treasurer

- Assisted in establishing the firm and filing the Articles of Incorporation.
- Responsible for all the financial aspects of the firm, including payroll, taxes, insurance, invoices, etc.
- Responsible for preparing, presenting, and managing company finances.
- Responsible for providing technical assistance to client communities, grants writing, application preparation, implementation services and studies.
- Project Manager for CDBG, HOME, ADDI, ESG, HESG, and HOPWA client communities in Pennsylvania, West Virginia, and Indiana.
- Preparation of Five Year Consolidated Plans, Annual Action Plans, Consolidated Annual Performance Evaluation Reports (CAPER's), Environmental Review Records (ERR's), Analysis of Impediments to Fair Housing (AI), and day to day questions on projects.
- Assist in preparing redevelopment area plans/proposals for redevelopment authorities.
- Preparation of economic development applications and programs for client communities.
- Preparation of project feasibility reports for mixed uses developments.
- Preparation of Section 108 Loan Applications, financial closings, and bond issuance.
- Preparation of Part I, II, and III of the Historic Tax Credit Applications.
- Assisted in the development of the certification of the Tax Incremental Financing (TIF) districts for the Baum-Centre Redevelopment Area, the North Shore Stadium Redevelopment Area, and Uptown Redevelopment Area for the URA of Pittsburgh.
- Responsible for the preparation of the financial data analysis, underwriting, repayment schedule, and applications for the PA Section 108 Loan Guarantee Project.

Kaufmann's Department Stores, Pittsburgh, PA

2001-2002

Assistant Buyer/Executive Management Trainee

- Responsible for providing technical assistance and management for a \$12 million sales department for all the Kaufmann's stores.
- Responsible for tracking sales and market trends.
- Responsible for the preparation, including writing, graphic design, and layout for presentation of various sales promotions.
- Responsible for providing consultation, technical assistance in the ordering and budgeting for the department for all the Kaufmann stores.

EDUCATION:

Syracuse University, Syracuse, NY

- Bachelor of Science in Finance and a minor in Economics



JON G. HAGLUND

Director of Community Development

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA

2009-present

Planner

- Provides project management assistance to client communities
- Assists in preparing redevelopment area plans/proposals for redevelopment authorities
- Assists in the preparation of grant requests and applications for funding
- Assists in preparation of program analyses for client communities
- Assists in the preparation of strategic plans
- Provides technical assistance to client communities

Innovest Financial Management, Inc., Pittsburgh, PA

2007-2009

Vice President of Portfolio Management

- Responsible for developing individualized portfolio management solutions for institutional and individual investors by understanding client's needs, defining realistic investment objectives to meet client's needs, establishing the right asset mix for each investment portfolio and developing sensible investment policies designed to achieve client's stated investment objectives.
- Responsible for servicing client accounts, providing account reconciliation services and creating quarterly asset analysis and performance reports for both held and non held client accounts.

Fleming Financial Services, Inc., Pittsburgh, PA

2002-2007

Investment Analyst

- Provided back office support and investment analysis for a boutique financial advisory firm asset allocation models, determining investment selection, executing trades and reporting account performance.

New York Life, New York, NY

2000-2001

Agency Trader

- Filled and processed institutional and individual investor security orders on New York Life trading desk on a non-discretionary basis.

T. Rowe Price, Baltimore, MD

1998-2000

Investment Representative

- Processed mutual fund trades, serviced investment accounts, and answered shareholder questions concerning T. Rowe Price mutual funds' investment objectives, risks and market performance.

EDUCATION:

Johns Hopkins University, Baltimore, MD

Bachelor of Arts in Biology



DAVID G. JORDAN, ASLA

Director of Housing and Urban Design

SUMMARY OF EXPERIENCE & QUALIFICATIONS

Urban Design Ventures, LLC, Homestead, PA

Nov 2018-present

Senior Planner

- Provides project management assistance to client communities
- Assists in the preparation of Five-Year Consolidated Plans, Annual Action Plans, and Environmental Review Records
- Provides technical assistance to client communities

Pennsylvania Dept. of Comm. & Economic Dev., Harrisburg, PA

Jun 2015-Nov 2018

Grant Manager

- Reviewed grant applications from entitlement jurisdictions for Commonwealth administered CDBG, CDBG-DR, and HOME programs and provided technical assistance to grantees
- Conducted on-site monitorings of program activities for proper expenditures of funds

Washington County Comm. Action Council, Inc., Hagerstown, MD

Aug 2002-Aug 2013

Executive Director

- Increased agency capacity from \$2.5 million to its peak at \$6.5 million, agency staff from 25 to 40, and maintained a \$5 million annual budget
- Established the agency as a Community Housing Development Organization (CHDO) with approximately 30 rental units and several additional units in the pipeline
- Developed a transportation program to serve individuals with developmental disabilities
- Reinstated a Weatherization Assistance Program and expanded the Summer Food Program
- Built partnerships with private, non-profit, and government actors to provide additional services

Community Assistance Network, Baltimore, MD

Apr 2000-Apr 2002

Assistant Executive Director

- Managed a countywide action agency with an annual operating budget of \$2.5 million.
- Performed oversight and operations of fiscal, day-to-day, and personnel matters.
- Established Hearth, Inc. as Baltimore County's first Community Housing Development Organization (CHDO) and packaged its first housing project: a two-unit rental conversion in Baltimore County, MD.

EDUCATION

West Virginia University, Morgantown, WV

1980

- Bachelor of Science in Landscape Architecture

LICENSES & ORGANIZATIONS

- American Society of Landscape Architects (ASLA) – Member
- Pennsylvania/Delaware Chapter ASLA – Treasurer
- Mainstreet Waynesboro – Design Committee Member



CHRISTOPHER M. FLETCHER, FAICP

Director of Planning and Visioning

SUMMARY OF EXPERIENCE & QUALIFICATIONS

Urban Design Ventures, LLC, Homestead, PA

Sep 2020 – present

Senior Planner

- Provide project management and technical assistance to client communities
- Assist in the preparation of local and regional land use, community and economic development, and housing related planning and assist in the preparation of zoning regulations and design guidelines
- Assist in technical support services in the areas of local public administration, organizational strategic planning, public policy development and implementation, and the delivery of municipal-type services
- Assist in the preparation of Five-Year Consolidated Plans, Annual Action Plans, and Environmental Review Records

City of Morgantown, WV

Dec 2005 – Sep 2020

Director of Development Services

- Member of the City Administration's executive team, including serving as Acting City Manager
- Directed short- and long-range planning and land use and development regulation services delivery
- Directed grant administration for federal CDBG entitlement program.
- Responsible for managing, developing, and implementing comprehensive, downtown, neighborhood, and corridor plans and developing and implementing zoning regulations and design guidelines.

Monongalia County Planning Commission, WV

Feb 2003 – Dec 2005

Planning Director

- Directed collaboration and negotiation between the County Commission, the County Planning Commission and four (4) Planning District Advisory Committees to develop zoning regulations in unincorporated, urbanized portions of the County
- Administered floodplain and telecommunications tower regulations

Mullin & Lonergan Associates, Pittsburgh, PA

Feb 2000 – Feb 2003

Planner

- Provided consultation, technical assistance, and planning-related services to clients in the areas of federal grant funding, comprehensive planning, zoning administration, tax incremental financing, strategic planning, affordable and elderly housing, downtown redevelopment, and neighborhood revitalization across Pennsylvania and West Virginia

EDUCATION

Muskingum College, New Concord, OH

1994

- Bachelor of Science in Political Science and Business Management

CERTIFICATION & ORGANIZATIONS

- College of Fellows of American Institute of Certified Planners (AICP) – Member
- American Planning Association – Member
- West Virginia Chapter of the American Planning Association – Past President
- International City/County Management Association (ICMA) – Affiliate Member



Gavin F. O'Connor

Grants Manager

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA

August 2021-present

Temporary Grants Manager

- Provides project management assistance to client communities.
- Assists in the preparation of Community Development Block Grant Applications
- Assists in the preparation of Section 108 Loan Applications
- Assists in the preparation of Proposals to potential clients
- Assists in the preparation of Requests for Proposals
- Employed by Robert Half Professional Staffing Solutions

EXL HEALTH ANALYTICS

July 2021 – August 2021

Temporary Mail Clerk Position

- Assisted mailroom with incoming and outgoing mail packages
- Prepared incoming documents for data entry into company records
- Assisted Manager with training of other temporary employees
- Organized company files in assistance to inventory management
- Employed by Robert Half Professional Staffing Solutions

Saint Joseph's University, Philadelphia, PA

September 2019-May 2021

Assistant Editor

- Edited undergraduate and graduate student research papers for publication in the Hayes History Journal, on campus journal.
- Authored an article that was published by the Hayes History Journal
- Assisted Dr. Alison Lewin and Dr. Melissa Chakars with selecting student submissions fit for publication

Construction, Rental & Supply, Inc

July 2019-August 2019

Equipment Manager

- Conducted safety tests on construction equipment
- Prepared supplies for outgoing deliveries
- Assisted managers in day-to-day operations of organization and inventory management

EDUCATION:

Saint Joseph's University, Philadelphia, PA

May 2021

- Bachelor of Arts in History with Minor in Economics, *magna cum laude*



Michael S. Long

Housing & Community Development Specialist

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA

February 2022—Present

Housing & Community Development Specialist

- Provides project management assistance to client communities.
- Assists in the preparation of grant requests and applications for funding.
- Assists in the preparation of strategic plans.
- Provides technical assistance to client communities.

Great Lakes Behavioral Research Institute, Pittsburgh, PA

December 2020—March 2021

Budget and Fiscal Analytics Analyst

- Analyzed Allegheny County Department of Human Services funding sources to project spending of allotted funds
- Built dashboards in Tableau to track provider spending
- Sorted and tracked funding documents

City of Pittsburgh, Pittsburgh, PA

October 2018-April 2020

Policy Intern

- Coordinated efforts to implement new online permitting system
- Wrote and edited information guides for permitting system
- Researched permit practices in different cities
- Evaluated prospective new fee schedules
- Documented permit process decision-making to evaluate current processes
- Contributed to and edited draft legislation to change permitting information in the City Code

City Year Little Rock, Little Rock, AR

July 2016—May 2017

Americorps Member

- Planned and taught English tutoring lessons to disadvantaged 9th grade students
- Coordinated after school program activities four days per week for over 50 students
- Measured student progress through data-driven systems to plan future lessons
- Collaborated with diverse group of teammates and teachers to plan and carry out events and initiatives

EDUCATION:

Carnegie Mellon University, Pittsburgh, PA

2020

- Master of Science in Public Policy and Management

College of Wooster, Wooster, OH

2016

- Bachelor of Arts in Philosophy and History

C. Familiarity with the City of Charleston:

Urban Design Ventures, LLC, has completed two Five Year Consolidated Plans for the City of Charleston (FY 2010-2014 and FY 2020-2024). Our firm worked with City staff members to gather the necessary information for the Consolidated Plan. UDV prepared the Consolidated Plan following the specifications of the City Staff.

UDV believes it has the necessary familiarity with the City of Charleston to carry out all work elements found in the Request for Proposals. With the recent completion of the FY 2020 – FY 2024 Five Year Consolidated Plan, UDV staff members are well familiar with the needs of the City.

As part of the Five Year Consolidated Plan, UDV conducted Needs Assessment. Our staff is familiar with the demographics of the City and the quality of the housing stock for low- and moderate-income persons. UDV is familiar with the Continuum of Care organization: Kanawha Valley Collective (KVC). UDV outlined the goals of the KVC for the next five years. These goals include the at risk of homelessness populations the City would like to serve. UDV is well familiar with the City's CDBG and HOME Programs and is suited to assist the City in managing the federal programs.

The firm of Urban Design Ventures, LLC, has the necessary background with the City of Charleston in order to carry out all work elements the City will request. The recent FY 2020-2024 Five Year Plan has prepared the firm to assist the City over the term of a new contract period. Additionally, Urban Design Ventures has worked with the City of Morgantown, the City of Wheeling, the City of Weirton, the City of Beckley, the City of Martinsburg, the City of Parkersburg, and the City of Huntington. Our firm has experience performing work for federal entitlement communities in the State of West Virginia.



PROPOSAL TO PROVIDE PLANNING AND CONSULTING SERVICES TO THE CITY OF CHARLESTON, WEST VIRGINIA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIP PROGRAMS

II. WORK PLANS –

The following is Urban Design Ventures' proposed scope of work for the requested items found in the City of Charleston's request for Expression of Interests:

A. The Home Program:

- **HOME ARP Technical Assistance** – UDV staff members are currently preparing several HOME ARP Allocation Plans and applications for client communities: City of Pittsburgh, PA, City of Reading, PA, etc. Staff members will meet with City staff to determine the goals of the program and create a needs assessment. UDV staff members will be available to promptly begin work on the City's HOME ARP Program. The following is our proposed methodology to prepare and submit the HOME ARP application:
 - **Consultation:** Urban Design Ventures will consult with the CoC serving within the City of Charleston.
 - The CoC includes homeless and domestic violence service providers, veterans' groups, public housing agencies, etc.
 - Urban Design Ventures will consult with the PHA and CoC servicing the City of Charleston.
 - UDV will schedule online consultations with the CoC and PHA and summarize all feedback.
 - Our staff will prepare an on-line survey of all the agencies serving the homeless.
 - Survey results will be summarized and provided to the City in considering its proposed allocation.
 - UDV will take note of the HOME-ARP eligible activities currently taking place within the CoC and PHA.



- UDV will summarize the consultation process and list the organizations consulted and their feedback for the allocation plan.
- **Public Participation:** UDV will prepare documentation and attend all public hearings before the finalization of the allocation plan with the assistance of our in-house social worker.
 - UDV will fulfill the HUD guidelines and assist in conducting public hearings during the planning and development of the allocation plan.
 - UDV will work with the City in scheduling the public hearings.
 - UDV will provide all necessary paperwork for the public hearings, including advertisements, agendas, summary of minutes, sign-in sheets, and copies of the proposed Allocation Plan.
 - UDV will also prepare advertisements for residents to submit written comments if they cannot attend the public hearings.
 - UDV will also prepare an on-line survey for residents to submit with their comments, thoughts, and ideas.
 - Participating Jurisdictions must provide notice and opportunity to comment on the allocation plan for no less than 15 calendar days.
 - UDV will summarize the public participation method, comments, and responses and include this in the allocation plan for final submittal to HUD.
- **Needs Assessment and Gaps Analysis:** UDV will evaluate the size and demographics of the qualifying population, as well as the gaps within the City's current shelter and housing inventory. The gaps analysis will quantify the difference between available resources and qualifying population.
 - UDV will utilize American Census Survey (ACS) for demographic information.
 - Our firm will consult with the CoC and PHA for the population of shelters and affordable Housing resources available.
 - UDV will take inventory of rental households to assess rental units at risk.

- UDV will review Point in Time Count and also review the most up to date CoC Application.
- UDV Staff will also review the Sage Reports numbers and services assisted with the ESG and ESG-CV funds for 2020 as part of the CAPER.
- UDV will complete the Tables for Homeless Needs Inventory and Housing Needs Inventory.
- **Determination of Activities:** After consultations, public participation, and needs assessment, UDV will recommend eligible activities for the City to utilize its HOME-ARP grant, broken down into the following categories:
 - Supportive Services
 - Acquisition and Development of Non Congregate Shelters
 - Tenant Based Rental Assistance
 - Development of Affordable Rental Housing
 - Non-Profit Operating (HUD guidelines limit 5% of HOME-ARP to this activity).
 - Non-Profit Capacity Building (HUD guidelines limit 5% of HOME-ARP to this activity).
 - Administration and Planning (HUD guidelines limit 15% of HOME-ARP to this activity).
 - The City of Charleston will determine which activities to fund and the percentages of the allocation. This is similar to the City's Annual Action Plans that UDV assists the City with each year.
- **Production Housing Goals:** UDV will calculate the number of qualifying affordable rental housing units under the HOME-ARP allocation. UDV will consult with the City to determine effective rental housing production. Our staff will prepare the narrative describing the specific rental affordable rental housing production goals the City hopes to achieve.
 - Based on the survey results and an analysis of the resources, the gap in affordable housing will be summarized.
 - Housing production will also be identified by type of development entity (profit & non-profit).

- **Preferences:** UDV will provide the City with the data for its review and recommend preferences for the qualifying populations.
 - UDV will identify the needs of qualifying populations and recommend to the City appropriate allocations. The following demographics are the HOME ARP qualifying populations:
 - Homeless
 - At risk of Homelessness
 - Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking
 - Families Requiring Services
 - Per HUD guidelines, preferences among at risk demographics is not required for the allocation plan. UDV will advise the City on the regulations which follow from establishing preferences or not establishing preferences.
 - UDV will identify the populations in need of allocation of funds.
 - UDV will provide all background data for the City to allocate funds.
 - UDV will provide written justifications for the eligible preferred populations receiving funds.
- **Refinancing:** UDV will prepare refinancing guidelines if the City chooses to refinance existing debt secured by multifamily rental housing rehabilitated with HOME-ARP funds.
- **Final Document:** Per HUD guidelines, we will submit the Allocation Plan as an amendment to the FY 2021 Annual Action Plan. UDV will prepare an attachment to be submitted through the eCon Planning Suite. One (1) hard copy and one (1) electronic copy will be provided to the City.
- **Policy and Procedures Housing Rehabilitation Program –** UDV staff members will review the existing departmental standard operating procedures to make revisions and suggestions. UDV will provide samples of similar work for City staff to determine their preferred format. UDV will create an concise, informational manual for the use of the City staff. UDV

will create an appendix which will include current up to date documentation which the City can update in the future.

- **Program Changes for the HOME Program** – Our staff will meet with City staff members to determine the extent of the proposed changes for the City’s HOME Program. UDV staff will suggest appropriate changes to meet the needs and goals of the City. UDV provides technical assistance for CDBG and HOME Programs on an as needed basis and will meet with Staff members over their teleconference software of choice. Our firm will recommend the best
- **Policy and Procedures Manual for CDBG and HOME Programs** - UDV staff offer their knowledge and experience in training client community staff. Our firm has prepared Policies and Procedure Manuals for the following Federal Entitlement Communities: City of Pittsburgh, PA; City of McKeesport, PA; City of Johnstown, PA; Township of Abington, PA; Lehigh County, PA; City of Weirton, WV; City of Roswell, GA; City of New Bern, NC; City of Hartford, CT; City of Fayetteville, NC; etc. UDV will review the existing departmental standard operating procedures and make any needed revisions and suggestions.
- **Infill Housing Plan** – Our firm has completed Neighborhood Revitalization Strategy Area Plans for the City of McKeesport, PA; the City of East Chicago, IN; the City of Jeannette, PA; the City of Fayetteville, NC; Cumberland, NC; and the City of Rockford, IL. Our staff will meet with the City to determine the magnitude of the Infill Housing Plan and determine a timeline to perform the work requested.

B. Annual Action Plans:

- UDV will prepare the FY 2022, FY 2023, and FY 2024 Annual Action Plans for the City of Charleston. The Annual Action Plan will be developed using the latest eCon Planning Suite in IDIS. The following is our firm’s proposed methodology for the completion of the Annual Action Plan:
 - **Form HUD – 424 and 424D.** We will complete the HUD forms for approval and signature by the appropriate City Officials. Other resources that will be utilized by the City for leveraging and match obligations will be listed.
 - **Executive Summary.** Our staff will prepare the Executive Summary which will identify the available funds, strategies and objectives and activities to be undertaken.

- **Summary of Priorities, Goals, Budgets and Anticipated Accomplishments.** We will prepare a listing of the proposed new five year strategic initiatives to be outlined in the Five Year Plan, which initiatives will be under taken in each annual action plan, and the number of persons benefiting.
- **General Questions.** Our staff will address the HUD general questions in the latest IDIS format which will include a description of the geographic areas of the City, what was the basis used to allocate funds by geographic area, are funds being used to address underserved needs, and what resources are expected to be made available.
- **Managing the Process.** We will describe what agencies are administering programs, a description of the process used to develop the plan, and how improvements will be made to enhance coordination among agencies.
- **Citizen Participation.** Our staff will describe the citizen participation process used, we will prepare all the notices to be published in the local newspaper and we will prepare a summary of any written citizen comments.
- **Institutional Structure.** Our staff will describe what actions the City proposes to undertake in the development of the institutional structure.
- **Monitoring.** We will describe what actions the City will utilize to monitor its community development projects and sub-recipients.
- **Lead Based Paint.** A description will be made of what is the extent of lead based paint hazards in the City and what actions are being undertaken to reduce and abate lead based paint.
- **Specific Housing Objectives.** Our staff will prepare the listing of specific housing objectives by priority status and include a list of available resources.
- **Needs of Public Housing.** We contact the staff of the local Housing Authority and review their plans and needs of public housing, as well as preparing a description of the housing authority's performance rating.
- **Barriers to Affordable Housing.** We will prepare a narrative on previously identified barriers to affordable housing and what actions the City will take to remove, reduce, and eliminate those barriers to affordable housing.
- **Specific Homeless Prevention Elements.** We will address the following required areas and issues in the latest IDIS format, including: what sources of funds are available, what is the extent of homelessness and chronic homelessness in the City, what programs are in place or

proposed to prevent homelessness, what are the discharge policies from state institutions and how is it being coordinated, what are the transitional housing resources, what are the permanent supportive housing resources, and what are the other special housing needs in the City.

- **Community Development.** Our staff will prepare the required narrative on what are the priority community development needs and we will describe the community development objectives.
- **Antipoverty Strategy.** We will prepare a narrative on what actions the City will undertake to reduce the number of persons living in poverty.
- **Non-Homeless Special Needs.** We will prepare the outline of what are the City's non-homeless special needs housing objectives and what resources will be used to address those needs.
- **Certifications.** We will download from HUD Exchange the latest certifications and complete them for signature by the Chief Elected Official.
- **Activity/Project Worksheets.** Our staff will prepare the individual project entries in IDIS for each activity to be funded; including the performance and outcome measures.
- **Final Document.** We will submit to HUD the Annual Action Plan through IDIS. One (1) hard copy and one (1) electronic copy will be provided to the City

C. Five Year Consolidated Plan:

- Five Year Consolidated Plans are similar in structure to Annual Action Plans. UDV will follow a similar methodology for the FY 2025-2029 Consolidated Plan:
 - **Executive Summary.** A brief summary of the program, the goals and objectives, sources of funds, etc. will be prepared.
 - **Identification of Lead Entity or Agency Which Will Be Responsible for the Development of the Plan.** The administrative structure needed to implement the Plan will be described along with the roles and responsibilities.
 - **Housing and Homeless Needs Assessment.** The estimated housing needs over the five (5) year period will be described using the latest U.S. Census data, American Community Survey, the updated Census Reports, the HUD-CHAS data tables, local studies and information obtained from meetings and interview. Categories of persons affected

and estimated numbers and types of families in need of housing assistance will be listed.

- The City's housing needs will be described for the extremely low-income, very low-income and low-income families for renters and homeowners: the elderly, large families, small families, and persons with disabilities.
- The housing needs will be described for persons/families that are cost overburdened, large families who are residing in overcrowded conditions and substandard housing conditions in which low-income persons/families are residing for both renters and homeowners, compared to the overall housing conditions in the surrounding area and the State.
- The nature and extent of homeless persons in the City will be documented using information obtained from social service agencies and operators of emergency shelters, transitional shelters and supportive housing providers.
- A housing needs assessment will be included for persons with HIV and AIDS based on available data from agencies.
- An estimate of the housing units in the City that contain a lead-based paint hazard, including the number of low-income occupants of these housing units will be shown.
- **Housing Market Analysis.** Our firm will undertake a housing study to determine the significant characteristics of the local housing market for the City, including supply, demand, condition, cost, and availability of housing.
 - Areas with concentrations of racial/ethnic minorities and low-income families, will be graphically shown on maps.
 - The number of public housing units and Federally assisted housing units, their physical condition, waiting list, and plans for improving management and operations of public housing will be described. We will identify the public housing developments outlined in the PHA's Comprehensive Grant Program.
 - Homeless facilities for emergency shelter, transitional housing, permanent supportive housing and housing needs will be described. The plan will also describe the

special housing needs, facilities and services for persons who are returning to the community from institutions.

- The barriers to affordable housing such as public policies and the cost or incentives needed to develop, maintain or improve affordable housing will be included.
- **Strategic Plan.** We will list the City's general priorities for allocating funds geographically within the City of Charleston. UDV will describe the basis for assigning the priority, identify any obstacles to meeting underserved needs and summarize these priorities and specific objectives. For each specific objective UDV will identify proposed accomplishments in quantitative terms.
 - Priorities for the Strategic Plan will be prepared in the HUD required format, describing the basis for assigning priority.
 - UDV will prepare specific objectives and how the local housing market will influence the use of funds.
 - We will prepare the homeless needs table and description of the local's strategy.
 - Special needs housing for the frail elderly, disabled, persons with HIV/AIDS, etc. will also be listed.
 - Priorities for non-housing community development needs will be incorporated into the Strategic Plan. This will include public facility improvements and economic development activities.
 - UDV will describe the strategies to address and eliminate any barriers to affordable housing, actions to eliminate and reduce lead-based paint hazards and reduce the number of poverty level families.
 - Descriptions will be provided of the institutional structure, activities to enhance coordination between public and private housing providers and public housing resident initiatives.
- **Consultation/Survey.** Through the planning process our firm will meet with the City's staff and local officials, City and local agencies, authorities, and stakeholders.
- **Community Development Staff** – we will interview and meet with the local staff and personnel to ascertain needs and priorities for economic development projects.

- **Other Departments, Local Officials, Agencies, Authorities** – separate meetings will be held with individuals, departments, authorities, commissions, and agencies to obtain their input.
- **Resident Survey** – our firm will prepare an online resident survey, for the local jurisdiction to place on its website to make copies to distribute to residents.
- **Stakeholder Meetings** – we will organize, with the City’s staff assistance, a series of round-table discussions for citizen input from various stakeholders in the area. Various groups will be invited to separate meetings: i.e. housing providers, social service agencies, economic development agencies, local neighborhood citizen organizations, planning agencies, local officials, financial institutions, etc. UDV will prepare a sample questionnaire to be provided to each stakeholder agency prior to the meeting.
- **Citizen Participation.** UDV will work with the City’s staff and local officials to follow its Citizen’s Participation Plan and make recommendations, any updates, or changes as may be required.
- **Public Hearings** – UDV will prepare the required public advertisements of the two (2) required public hearings and will attend the public hearings and we will provide the necessary documentation for approval of the Plan.
- **Approval Process.** We will be in contact with the City’s staff during the planning process. We will provide status reports and “draft” sections of the Five Year Consolidated Plan for review. We will present our preliminary findings and discussion of needs. The City Officials and others will be asked to establish priorities. UDV will provide the local staff with a “draft” plan prior to the second public hearing. We will be available to assist the staff to prepare for their presentation for approval. UDV will address all questions and concerns and make the necessary adjustments to the plan prior to final adoption.
- **Final Document.** We will submit to HUD the Five Year Consolidated Plan through IDIS. One (1) hard copy and one (1) electronic copy will be provided to the City.
- **FY 2025 Annual Action Plan.** The Annual Action Plan will be included in the Five Year Consolidated Plan

D. Consolidated Annual Performance and Evaluation Report(CAPER):

- UDV will prepare an annual CAPER for FY 2021, 2022, 2023, and 2024. UDV will perform the following work for each annual CAPER:
 - **Executive Summary.** Our staff will prepare the Executive Summary which will identify the available funds, strategies and objectives, and activities that were undertaken.
 - **General Questions.** Our staff will address the HUD general questions in the latest IDIS based format which will include: assessment of the annual action goals; changes to the program; affirmatively furthering fair housing; obstacles to meeting underserved needs; and the leveraging of resources.
 - **Managing the Process.** We will describe what actions were taken to administer programs and to ensure compliance.
 - **Citizen Participation.** Our staff will describe the citizen participation process used, we will prepare all the notices to be published in the local newspaper. We will prepare a summary of any citizen comments provided by the City.
 - **Institutional Structure.** Our staff will describe what actions the City undertook to improve the institutional structure.
 - **Monitoring.** We will describe what actions the City used to monitor its community development projects, sub-recipients, the results of monitoring visits, and a self-evaluation.
 - **Lead Based Paint.** A description will be made of what actions were undertaken to reduce and abate lead based paint in housing.
 - **Housing Needs.** We will prepare the narrative on what actions were taken to foster and maintain affordable housing.
 - **Specific Housing Objectives.** Our staff will prepare the listing of specific housing objectives by priority status, a discussion on Section 215 affordable housing, and what is the worst-case housing, and housing for the disabled.
 - **Public Housing Strategy.** We will discuss with the staff of the Local Housing Authority and review their plans and needs of public housing residents, as well as preparing a description of the resident initiatives.
 - **Barriers to Affordable Housing.** We will prepare a narrative on the barriers to affordable housing and what

actions the City took to remove, reduce and eliminate those barriers to affordable housing.

- **Homeless Needs.** We will describe what the City is doing to address homeless needs, provide a description of the transition to permanent housing, and document any new Federal resources obtained from the SuperNOFA.
- **Specific Homeless Prevention Elements.** We will address this issue in the latest IDIS based format of what actions were undertaken.
- **Community Development.** Our staff will prepare the required narratives on the following:
 - Assessment of CDBG Goals and Objectives
 - Changes in Program Objectives
 - Efforts in Carrying Out Planned Actions
 - Funds Not used for National Objectives
 - Anti-displacement and Relocation
 - Low/Mod Job Activities
 - Low/Mod Limited Clientele Activities
 - Program Income Received
 - Prior Period Adjustments
 - Loans and Other Receivables
 - Lump Sum Agreements
 - Housing Rehabilitation
 - Neighborhood Revitalization Strategy Areas
- **Antipoverty Strategy.** We will prepare a narrative on what actions the City undertook to reduce the number of persons living in poverty.
- **Non-Homeless Special Needs.** We will prepare the outline of what are the City's non-homeless special needs housing objectives and what resources were used to address those needs.
- **HOME Program.** We will prepare the required narrative to address the HOME Program for the City of Charleston, including the preparation of the HOME Match Log.
- **Section 3 Report.** Our staff will assist the City's staff in preparing and reviewing the report for compliance with the regulations.
- **IDIS Reports.** Our firm will assist the City's staff in downloading the IDIS reports and reviewing the reports for compliance. Since the Annual Action Plans will be done in the eCon Planning Suite, UDV will prepare the CAPERs using the eCon Planning Suite.
- **Final Document.** UDV will submit the document to HUD through IDIS. We will provide the City with one (1) hard copy and one (1) electronic copy.

E. Annual Environmental Review Records (ERRs):

- Our firm has had almost 20 years of experience in preparing ERRs in accordance with the N.E.P.A. guidelines. Our policy is to initiate the ERR process, as soon as practical after submission of any Federal Entitlement project. The goal is to obtain the release of funds immediately following the beginning of the client's program year. In accordance with the N.E.P.A. guidelines our approach is as follows:
 - Determine which projects/activities are exempt, categorically excluded (subject to and not subject to), and those that need to be assessed.
 - Preparation of and submission to the VA SHPO of CEST and assessed projects/activities using the SHPO forms online.
 - Provide any additional documentation or clarification to the SHPO to satisfy the Section 106 Consultation Process.
 - Prepare letters to various agencies for their review and approval of all assessed projects/activities.
 - Prepare the Environmental Assessment Determination and Compliance finding forms.
 - Prepare the Environmental Review for Activity/ Project that is exempt or Categorical Excluded Not Subject to Section 58.5 Form.
 - Convert the CENST projects/activities to exempt.
 - Prepare the newspaper notices for Findings of No Significant Impact (FONSI) and the Request for Release of Funds (RROF).
 - Prepare the HUD forms for the release of funds.
 - Preparation of the ERR binder.

F. Additional Planning Services:

- **Updating Required Plans** – UDV staff will remain available to perform any and all additional technical services the City of Charleston may request. Staff members have prepared 73 Analyses of Impediments to Fair Housing across several States. In addition to the Section 3 requirements of Annual Action Plans and Consolidated Plans, UDV has prepared 4 Section 3 Plans for client communities. UDV staff are more than qualified to perform the tasks required by the City of Charleston.
- **CDBG and HOME Technical Assistance** – UDV staff members will provide CDBG and HOME Technical Assistance on as needed basis. Staff members can be reached by phone, at any time, or video chat, by scheduling a time.

- **Citizen Participation Plan** – UDV will assist the City of Charleston in meeting the Citizen Participation requirements for work elements. Staff members will prepare Public Hearing Notices and the documents for Public Hearings, including the agenda, sign-in sheets, and summary of minutes. UDV will prepare FONSI for ERRs.
- **Additional Applications** – Staff members will research additional grants and programs for the City to pursue. UDV will prepare findings for the City to review and determine if the City will pursue funding. Staff will familiarize themselves with the program and assist the City in applications and management.



PROPOSAL TO PROVIDE PLANNING AND CONSULTING SERVICES TO THE CITY OF CHARLESTON, WEST VIRGINIA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIP PROGRAMS

III. PARTICIPATION BY SMALL, MINORITY, WOMEN, OR SECTION 3 FIRM –

A. Small Business Firms:

The firm of Urban Design Ventures, LLC qualifies as a small business firm. UDV is independently owned; not dominant in its field of operations; and is not an affiliate or subsidiary of a business that is dominant in its field of operations.

Furthermore, Urban Design Ventures, LLC meets the size standards established in 13 CFR 121 in that the company has less than 25 employees and an annual sales volume less than \$2,500,000.

B. Business Certification Form:

Attached is a completed certification form attesting to our firm being classified as a small business.



SMALL BUSINESS CERTIFICATION

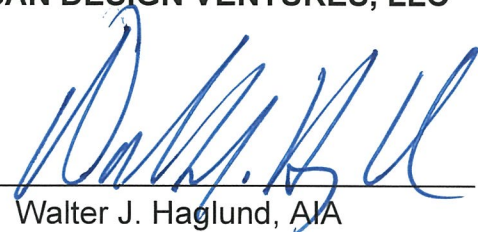
I, Walter J. Haglund, the principal/owner of Urban Design Ventures, LLC, do hereby certify that the business qualifies as a small business enterprise as defined by the U.S. Department of Housing and Urban Development (HUD) in 13 CFR 121.

Employer Tax I.D. Number: 06-1648008.

IN WITNESS THEREOF, I have hereunto set my hand this 11th day of April 2022.

URBAN DESIGN VENTURES, LLC

By: _____



Walter J. Haglund, AIA
President/Principal

Date: _____

April 11, 2022

Witness: _____



Karl M. Haglund,
Vice President/Treasurer/Principal

Date: _____

4/11/22



PROPOSAL TO PROVIDE PLANNING AND CONSULTING SERVICES TO THE CITY OF CHARLESTON, WEST VIRGINIA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIP PROGRAMS

IV. COMPENSATION –

A. Hourly Fee Schedule:

The following hourly rates would apply for all implementation and technical services provided on an as needed basis.

- | | |
|--|--------------|
| • Walter J. Haglund, President | \$160.00/hr. |
| • Karl M. Haglund, Vice President | \$150.00/hr. |
| • Jon G. Haglund, Dir. of Comm. Dev. | \$135.00/hr. |
| • David G. Jordan, Dir. of Housing | \$135.00/hr. |
| • Christopher Fletcher, Dir. of Planning | \$135.00/hr. |
| • Gavin F. O'Connor, Grants Manager | \$ 80.00/hr. |
| • Michael S. Long, Comm. Dev Specialist | \$ 80.00/hr. |

There are no other reimbursable direct expenses or additional costs that would be charged to the City. All costs are included in the hourly rates or lump sum amounts.

B. Compensation per Work Element:

The following are the firm's proposed compensation for the various tasks:

- HOME ARP Application = \$28,000
- Redesign Policy and Procedures for City's Housing Rehabilitation Program = Hourly Rates
- Redesign and Develop changes to the City's HOME Program = Hourly Rates
- Preparation of Policies & Procedures Manual = \$25,000
- Annual Action Plan = \$13,500
- Five Year Consolidated Plan = \$32,500
- Annual CAPER = \$12,500



- Environmental Review Records. The following are our fees for the various levels of individual environmental reviews:
 - Exempt Activity = \$650
 - Categorically Excluded Activity Not Subject to Part 58 = \$650
 - Categorically Excluded Activity Subject to Part 58 = \$1,500
 - Multi-year Activities (Broad Level Tiered Review) = \$1,750
 - Completion of Multi-year Checklist for Non-Specific Activities = \$500 to \$1,000
 - Environmental Assessment (EA) Activity = \$2,000 for Non-Residential Projects & UDV Hourly Rates for Residential Projects
- Technical Assistance = Hourly Rates

EOI Individual Scoring Sheet for: Planning, Consulting, and Federal Grant Compliance

Name: Andy Wood

Presenting Firm's name: CP&A

Date of presentation: 4/22/2022

Proposals for the project will be scored on the following evaluation criteria:

1. Qualifications and Experience of Consultant (50 total points)

- Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP for the CDBG and HOME Programs. **(20 points)**
- Identify the key personnel to be assigned to render the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work requested. Indicate any experience that the professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. **(20 points)**
- Familiarity with the City of Charleston, the City's current CDBG and HOME programs, the needs of the City of Charleston and its residents. **(10 points)**

Score: 35 of 50 total points

2. Work Plans (Maximum 35 points)

- Quality of consultant's work plans, including but not limited to allocating resources and personnel and ability to provide both continuity and timely response over the course of the contract period.

Score: 35 of 35 total points

3. Participation by Small, Minority, Women, or Section 3 Firms.... (Maximum 10 points)

- Any offeror who meets one or more of the following factors shall receive two and one-half (2.5) points for each factor met:

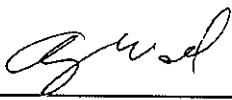
(1) Small business firm	(2.5 points)
(2) Minority owned enterprise	(2.5 points)
(3) Section 3 low-income Charleston based firm	(2.5 points)
(4) Women owned enterprise	(2.5 points)

Score: 5 of 10 total points

4. Compensation.....(Maximum 15 points)

- Hourly fee schedule of personnel, administrative and miscellaneous cost, and
- An estimate of compensation per work element, including a not to exceed estimate of compensation.

Score: 15 of 15 total
points

 4/22/2022 Total Firm Score 90
Signature Date

EOI Individual Scoring Sheet for: Planning, Consulting, and Federal Grant Compliance

Name: Zora A. RogersPresenting Firm's name: C+PADate of presentation: 4-22-2022

Proposals for the project will be scored on the following evaluation criteria:

1. Qualifications and Experience of Consultant (50 total points)

- Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP for the CDBG and HOME Programs. (20 points)
- Identify the key personnel to be assigned to render the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work requested. Indicate any experience that the professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. (20 points)
- Familiarity with the City of Charleston, the City's current CDBG and HOME programs, the needs of the City of Charleston and its residents. (10 points)

Score: 25 of 50 total points**2. Work Plans (Maximum 35 points)**

- Quality of consultant's work plans, including but not limited to allocating resources and personnel and ability to provide both continuity and timely response over the course of the contract period.

Score: 30 of 35 total points**3. Participation by Small, Minority, Women, or Section 3 Firms.... (Maximum 10 points)**

- Any offeror who meets one or more of the following factors shall receive two and one-half (2.5) points for each factor met:

- | | | |
|-----|--|--------------|
| (1) | Small business firm | (2.5 points) |
| (2) | Minority owned enterprise | (2.5 points) |
| (3) | Section 3 low-income Charleston based firm | (2.5 points) |
| (4) | Women owned enterprise | (2.5 points) |

Score: 5 of 10 total points

4. Compensation.....(Maximum 15 points)

- Hourly fee schedule of personnel, administrative and miscellaneous cost, and
- An estimate of compensation per work element, including a not to exceed estimate of compensation.

Score: 15 of 15 total points

Zonal Rogers 4-22-22 Total Firm Score 75
Signature Date

EOI Individual Scoring Sheet for: Planning, Consulting, and Federal Grant Compliance

Name: Audrey BackusPresenting Firm's name: C#PADate of presentation: 4.22.22

Proposals for the project will be scored on the following evaluation criteria:

1. Qualifications and Experience of Consultant (50 total points)

- Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP for the CDBG and HOME Programs. **(20 points)**
- Identify the key personnel to be assigned to render the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work requested. Indicate any experience that the professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. **(20 points)**
- Familiarity with the City of Charleston, the City's current CDBG and HOME programs, the needs of the City of Charleston and its residents. **(10 points)**

Score: 40 30 AB of 50 total points**2. Work Plans (Maximum 35 points)**

- Quality of consultant's work plans, including but not limited to allocating resources and personnel and ability to provide both continuity and timely response over the course of the contract period.

Score: 30 of 35 total points**3. Participation by Small, Minority, Women, or Section 3 Firms.... (Maximum 10 points)**

- Any offeror who meets one or more of the following factors shall receive two and one-half (2.5) points for each factor met:

☒ (1)	Small business firm	(2.5 points)
☐ (2)	Minority owned enterprise	(2.5 points)
☐ (3)	Section 3 low-income Charleston based firm	(2.5 points)
☒ (4)	Women owned enterprise	(2.5 points)

Score: 5 of 10 total points

4. Compensation.....(Maximum 15 points)

- Hourly fee schedule of personnel, administrative and miscellaneous cost, and
- An estimate of compensation per work element, including a not to exceed estimate of compensation.

Score: 15 of 15 total points

A.S. B.

Signature

4.22.22

Date

80 Total Firm Score

EOI Individual Scoring Sheet for: Planning, Consulting, and Federal Grant Compliance

Name: LORA A. ROGERSPresenting Firm's name: URBAN DESIGN VENTURES, LLCDate of presentation: 4-22-2022

Proposals for the project will be scored on the following evaluation criteria:

1. Qualifications and Experience of Consultant (50 total points)

- Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP for the CDBG and HOME Programs. **(20 points)**
- Identify the key personnel to be assigned to render the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work requested. Indicate any experience that the professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. **(20 points)**
- Familiarity with the City of Charleston, the City's current CDBG and HOME programs, the needs of the City of Charleston and its residents. **(10 points)**

Score: 45 of 50 total points**2. Work Plans (Maximum 35 points)**

- Quality of consultant's work plans, including but not limited to allocating resources and personnel and ability to provide both continuity and timely response over the course of the contract period.

Score: 30 of 35 total points**3. Participation by Small, Minority, Women, or Section 3 Firms.... (Maximum 10 points)**

- Any offeror who meets one or more of the following factors shall receive two and one-half (2.5) points for each factor met:

(1) Small business firm	(2.5 points)
(2) Minority owned enterprise	(2.5 points)
(3) Section 3 low-income Charleston based firm	(2.5 points)
(4) Women owned enterprise	(2.5 points)

Score: 2.5 of 10 total points

4. Compensation.....(Maximum 15 points)

- Hourly fee schedule of personnel, administrative and miscellaneous cost, and
- An estimate of compensation per work element, including a not to exceed estimate of compensation.

Score: 10 of 15 total points

Zura A. Rogers
Signature

4-22-2022 Total Firm Score 87.5
Date

EOI Individual Scoring Sheet for: Planning, Consulting, and Federal Grant Compliance

Name: Randy BackusPresenting Firm's name: UDVDate of presentation: 4.22.22

Proposals for the project will be scored on the following evaluation criteria:

1. Qualifications and Experience of Consultant (50 total points)

- Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP for the CDBG and HOME Programs. **(20 points)**
- Identify the key personnel to be assigned to render the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work requested. Indicate any experience that the professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. **(20 points)**
- Familiarity with the City of Charleston, the City's current CDBG and HOME programs, the needs of the City of Charleston and its residents. **(10 points)**

Score: 50 of 50 total points**2. Work Plans (Maximum 35 points)**

- Quality of consultant's work plans, including but not limited to allocating resources and personnel and ability to provide both continuity and timely response over the course of the contract period.

Score: 35 of 35 total points**3. Participation by Small, Minority, Women, or Section 3 Firms.... (Maximum 10 points)**

- Any offeror who meets one or more of the following factors shall receive two and one-half (2.5) points for each factor met:

(1) ✓	Small business firm	(2.5 points)
(2)	Minority owned enterprise	(2.5 points)
(3)	Section 3 low-income Charleston based firm	(2.5 points)
(4)	Women owned enterprise	(2.5 points)

Score: 2.5 of 10 total points

4. Compensation.....(Maximum 15 points)

- Hourly fee schedule of personnel, administrative and miscellaneous cost, and
- An estimate of compensation per work element, including a not to exceed estimate of compensation.

Score: 15 of 15 total points

A. S. O. K.

Signature

4.22.22

Date

Total Firm Score 102.5

EOI Individual Scoring Sheet for: Planning, Consulting, and Federal Grant Compliance

Name: Mindy Young

Presenting Firm's name: C & PA

Date of presentation: Friday, April 22, 2022

Proposals for the project will be scored on the following evaluation criteria:

1. Qualifications and Experience of Consultant (50 total points)

- Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP for the CDBG and HOME Programs. (20 points)
- Identify the key personnel to be assigned to render the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work requested. Indicate any experience that the professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. (20 points)
- Familiarity with the City of Charleston, the City's current CDBG and HOME programs, the needs of the City of Charleston and its residents. (10 points)

Score: 38 of 50 total points

2. Work Plans (Maximum 35 points)

- Quality of consultant's work plans, including but not limited to allocating resources and personnel and ability to provide both continuity and timely response over the course of the contract period.

Score: 32 of 35 total points

3. Participation by Small, Minority, Women, or Section 3 Firms.... (Maximum 10 points)

- Any offeror who meets one or more of the following factors shall receive two and one-half (2.5) points for each factor met:

(1)	Small business firm	(2.5 points)
(2)	Minority owned enterprise	(2.5 points)
(3)	Section 3 low-income Charleston based firm	(2.5 points)
(4)	Women owned enterprise	(2.5 points)

Score: 5 of 10 total points

4. Compensation.....(Maximum 15 points)

- Hourly fee schedule of personnel, administrative and miscellaneous cost, and
- An estimate of compensation per work element, including a not to exceed estimate of compensation.

Score: 10 of 15 total points

<u>Mindy Young</u>	<u>4/22/22</u>	<u>Total Firm Score</u>	<u>85/110</u>
Signature	Date		

EOI Individual Scoring Sheet for: Planning, Consulting, and Federal Grant Compliance**Name:** Mindy Young**Presenting Firm's name:** Urban Design Ventures (UDV)**Date of presentation:** Friday, April 22, 2022

Proposals for the project will be scored on the following evaluation criteria:

1. Qualifications and Experience of Consultant (50 total points)

- Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP for the CDBG and HOME Programs. **(20 points)**
- Identify the key personnel to be assigned to render the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work requested. Indicate any experience that the professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. **(20 points)**
- Familiarity with the City of Charleston, the City's current CDBG and HOME programs, the needs of the City of Charleston and its residents. **(10 points)**

Score: 50 **of 50 total points****2. Work Plans (Maximum 35 points)**

- Quality of consultant's work plans, including but not limited to allocating resources and personnel and ability to provide both continuity and timely response over the course of the contract period.

Score: 34 **of 35 total points****3. Participation by Small, Minority, Women, or Section 3 Firms.... (Maximum 10 points)**

- Any offeror who meets one or more of the following factors shall receive two and one-half (2.5) points for each factor met:

(1) Small business firm	(2.5 points)
(2) Minority owned enterprise	(2.5 points)
(3) Section 3 low-income Charleston based firm	(2.5 points)
(4) Women owned enterprise	(2.5 points)

Score: 2.5 **of 10 total points**

4. Compensation.....(Maximum 15 points)

- Hourly fee schedule of personnel, administrative and miscellaneous cost, and
- An estimate of compensation per work element, including a not to exceed estimate of compensation.

Score: 10 of 15 total points

Mindy Young 4/22/22 Total Firm Score 96.5/110

Signature

Date

EOI Individual Scoring Sheet for: Planning, Consulting, and Federal Grant Compliance

Name: Andy Wood

Presenting Firm's name: Urban Design Ventures

Date of presentation: 4/22/2022

Proposals for the project will be scored on the following evaluation criteria:

1. Qualifications and Experience of Consultant (50 total points)

- Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP for the CDBG and HOME Programs. **(20 points)**
- Identify the key personnel to be assigned to render the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work requested. Indicate any experience that the professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. **(20 points)**
- Familiarity with the City of Charleston, the City's current CDBG and HOME programs, the needs of the City of Charleston and its residents. **(10 points)**

Score: 50 of 50 total points

2. Work Plans (Maximum 35 points)

- Quality of consultant's work plans, including but not limited to allocating resources and personnel and ability to provide both continuity and timely response over the course of the contract period.

Score: 35 of 35 total points

3. Participation by Small, Minority, Women, or Section 3 Firms.... (Maximum 10 points)

- Any offeror who meets one or more of the following factors shall receive two and one-half (2.5) points for each factor met:

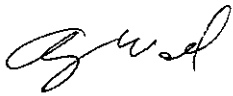
(1) Small business firm	(2.5 points)
(2) Minority owned enterprise	(2.5 points)
(3) Section 3 low-income Charleston based firm	(2.5 points)
(4) Women owned enterprise	(2.5 points)

Score: 2.5 of 10 total points

4. Compensation.....(Maximum 15 points)

- Hourly fee schedule of personnel, administrative and miscellaneous cost, and
- An estimate of compensation per work element, including a not to exceed estimate of compensation.

Score: 12 of 15 total
points



4/22/2022

Total Firm Score 99.5

Signature

Date



CITY OF CHARLESTON

MAYOR'S OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Jamie Bowles

FROM: Andrew Backus, MOECD Director *A. J. Backus*

DATE: April 24, 2022

SUBJECT: Recommendation to Award Consulting Contract – Urban Design Ventures

Upon review of the proposals and presentations submitted by C&PA and Urban Design Ventures, I recommend the contract be awarded to Urban Design Ventures.



REQUEST FOR EXPRESSIONS OF INTEREST

PLANNING, CONSULTING, AND FEDERAL GRANT COMPLIANCE

Issued: March 21, 2022

Andy Backus
MOECD Director

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SECTION ONE: GENERAL INFORMATION

1.1. Purpose:

The City of Charleston, West Virginia, is soliciting Expressions of Interest (“EOI” or “Proposals”) from qualified consultants to provide planning and HUD compliance services related to the City’s Community Development Block Grant program and HOME program, including the HOME ARP and other housing development programs.

1.2. Background:

The City of Charleston, West Virginia, hereinafter referred to as the “City,” is currently administering a HUD Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program. In accordance with the Federal Methods of Procurement (2 CFR Part 200.320), which established standards for the procurement of property and services involving the expenditure of Federal Funds, the City hereby requests written proposals from qualified individuals and planning consulting firms to provide professional services in the design, planning and implementation of the City’s FY 2022, 2023, 2024, CDBG and HOME Programs and the preparation of the FY 2025-2029 Consolidated Plan as listed in Section Two: Scope of Services.

1.3. City Governance:

The City has established a committee comprised of the Mayor’s Office of Economic and Community Development staff and the City Finance Director to select a qualified consultant and will present to the full City Council for final approval.

The City, at the direction of the Department of Housing and Urban Development (HUD), has established separate bank accounts (interest bearing and non-interest bearing) to receive and expend funds.

SECTION TWO: SCOPE OF SERVICES

2.1. Expectations:

The objective of this competitive process is to select a firm which will provide the highest quality of work at a reasonable fee. The City of Charleston will evaluate the submitted

Proposals for Services and will select the firm or firms deemed the best qualified to perform the requested services. Firms will be ranked accordingly. The City will then enter into negotiations with the highest ranked firm. Should the City be unable to reach an agreement with the highest ranked firm, negotiations will begin with the second ranked firm and so on.

All qualified proposers will receive consideration without regard to race, religion, creed, color, sex, age, handicap status, ancestry, or national origin in the award of a contract. Minority, Women Owned and Small Business Enterprises are encouraged to respond. The City of Charleston is an equal opportunity agency.

The first 4 items listed will begin upon contract execution and the other items will be requested on an as needed basis.

Immediate Need:

1. The Consultant will provide technical advice and assistance in the preparation and submission to HUD for the HOME ARP Application.
2. The Consultant will help the City redesign and develop policy and procedures for the City's housing rehabilitation programs.

Possible Future Need:

3. The Consultant will help the city redesign and develop program changes for the HOME program.
4. The Consultant will help the City develop policy and procedures manuals for the following programs: CDBG, HOME, HOME ARP, and CDBG-CV.
5. The Consultant will help the city look at potential opportunities to create an infill housing plan in the city.
6. The Consultant will provide technical advice and assistance in the preparation and submission to HUD for entitlement CDBG and HOME funds (i.e., Annual Action Plans) as part of the Annual Action Plan and Strategy for the CDBG and HOME Programs for FY 2022, FY 2023, FY 2024.
7. Preparing the City's Five-Year Consolidated Plan for FY 2025 to 2029.
8. The Consultant will provide technical advice and assistance in the preparation and submission to HUD of annual performance reports as a part of the Consolidated

Annual Performance and Evaluation Report (CAPER) for FY 2021, 2022, 2023, and 2024.

9. The Consultant will provide technical advice and assistance in the preparation of the City's annual Environmental Review Record (ERR) and documentation for the release of funds for approved program activities under the Annual Action Plans. All associated services necessary to complete the ERR and/or amendments shall be provided, including but not limited to preparation of public notices for publication, distribution of notices to appropriate State and Federal offices, and providing one original final document which will meet all statutory and regulatory requirements in accordance with the NEPA Guidelines.
10. The Consultant will provide technical advice and assistance in preparing and/or updating all required plans including but not limited to: Analysis of Impediments, Section 3 plan, Fair Housing Choice reports and studies.
11. The Consultant will provide technical advice and assistance throughout the term of the contract in the implementation of CDBG and HOME program activities, including administrative practices, as well as authorized and eligible activities, to implement, continue and enhance the community development and housing programs, including compliance with Federal and State regulations and lead based paint requirements.
12. The Consultant will provide advice and assistance in meeting the citizen participation requirements, including an update to the City's Citizens Participation Plan, as may be required.
13. The Consultant will provide advice on other sources of funding for housing, community development and economic development programs, including the preparation of applications for additional sources of funds.

2.2. Timeline:

The selected firm will be retained for services beginning as soon as a contract is executed through FY 2024 and the subsequent FY 2025-2029 Consolidated Plan, as indicated above.

SECTION THREE: INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS

3.1. The Proposal:

Proposals should be prepared simply and economically, providing straightforward, concise descriptions of the firm's capabilities to satisfy the City's service needs. Emphasis should be placed on completeness and clarity of content.

Ownership of all data, materials, and documentation originated and prepared for the city pursuant to this solicitation will belong to the city and subject to the West Virginia Freedom of Information Act, unless the content is proprietary in nature such that it is excluded from production. All pages or sections of submitted documents considered by the firm to be proprietary in nature should be clearly labeled.

The City seeks the services of a professional planning consultant or planning consulting firm ("Consultant") to provide planning and implementation services on an as needed basis for the next eight (8) year period, assuming funds are appropriated and allocated by HUD for FY 2022 through FY 2029.

3.2. Questions About the Solicitation:

The deadline for submission of proposals is 4:00 P.M., prevailing time, on March 31, 2022, via email to Ms. Jamie Bowles, Director of Purchasing at Jamie.Bowles@cityofcharleston.org.

3.3. Submission of Proposal:

All proposals must be submitted in writing and in electronic format as a PDF file readable with Adobe Acrobat software.

Proposals must be transmitted according to established deadlines to Ms. Jamie Bowles, Purchasing Director, by emailing Jamie.Bowles@cityofcharleston.org.

3.4. Qualifications, Experience, and Past Performance:

The City will expect the Consultant to have the capacity to exercise independent judgment and to perform those actions necessary to achieve the program objectives in a professional manner consistent with best practices. The Consultant will be working under the general direction of the City's Mayor's Office of Economic & Community Development.

The city intends to select an offeror which it deems best qualified in its judgment to provide all the services requested, on an as-needed basis, for the continuation of the CDBG and HOME programs.

The city will negotiate with the offeror it deems most qualified to determine the fee for such services. If the City is unable to negotiate a fee, which seems reasonable, the City

may negotiate with the offeror deemed second best qualified, or the City may issue another Request for Proposals. The multi-year commitment to the offeror is subject to HUD approval of future requests for CDBG and HOME funds and no costs shall be considered incurred or encumbered for such years until HUD issues its letters of approval.

SECTION FOUR: PROPOSAL EVALUATION

4.1. Evaluation Committee:

The City of Charleston will evaluate each written proposal and determine a shortlist of no less than three vendor proposals (when available), then, based on the content of the written proposal they will then be invited for oral discussions, in person or via Zoom teleconference. The proposals will then be scored based on the scoring criteria set for the in the EOI.

In evaluating the proposal, the City will assign points for each segment of the proposal in accordance with the criteria hereinafter set forth. The offeror with the highest total points will be selected for the purpose of negotiating a contract. If the City is not satisfied with the basis used by the offeror or with the price of the services to be rendered, the City may proceed to negotiate a contract with the offeror with the next highest point total. The points to be awarded are set forth below:

Evaluation Criteria

1. Qualifications and Experience of Consultant – (Maximum 50 points)
 - a. Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP for the CDBG and HOME Programs. (20 points)
 - b. Identify the key personnel to be assigned to render the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work requested. Indicate any experience that the professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. (20 points)
 - c. Familiarity with the City of Charleston, the City's current CDBG and HOME programs, the needs of the City of Charleston and its residents. (10 points)
2. Work Plans – (Maximum 35 points)

- a. Quality of consultant’s work plans, including but not limited to allocating resources and personnel and ability to provide both continuity and timely response over the course of the contract period.
3. Participation by Small, Minority, Women, or Section 3 Firms – (Maximum 10 points)
 - a. Any offeror who meets one or more of the following factors shall receive two and one-half (2.5) points for each factor met:
 - (1) Small business firm (2.5 points)
 - (2) Minority owned enterprise (2.5 points)
 - (3) Section 3 low-income Charleston based firm (2.5 points)
 - (4) Women owned enterprise (2.5 points)
4. Compensation – (Maximum 15 points)
 - a. Hourly fee schedule of personnel, administrative and miscellaneous cost, and
 - b. An estimate of compensation per work element, including a not to exceed estimate of compensation.

SECTION FIVE: SCHEDULE OF EVENTS

Release of the EOI	3/21/22
Written Questions Submission Deadline	3/31/22, 4:00 PM (EDT)
Addendum	4/4/22
Expressions of Interest Due Date	4/11/2022, 4:00 PM (EDT)
Scoring of Proposals	Week of 4/11/22
Contract Award by City Council (tentatively)	4/18/2022

NOTE: This schedule is subject to change. Please visit the following City website for updates:
<https://charlestonwv.gov/bids-purchasing/current-bids>

Resolution No. 636-22

Introduced in Council:

May 2, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 636-22 - Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company, LLC, in the amount of \$969,100 to perform concrete street repair construction services, where the contract price was determined pursuant to a competitive bidding process.

Now Therefore, 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 McClanahan Construction Company, LLC, in the amount of \$969,100 to perform concrete street repair construction services, where the contract price was determined pursuant to a competitive bidding process.

Concrete Street Paving

- Woodbridge Drive
- Beacon Hill
- Lindy Road
- Emerald Road
- Glenridge Road
- E. Donnally Road
- Lower Donnally Rd

**2022 Concrete Street Repair
Bid Opening Date 4/12/22**

			McClanahan Construction 744 Poca Road Poca WV 25159 304-766-3355 Bruce@mcclanahanconstruction.com		Gracie Marker & Sons 1119 Jefferson Road South Charleston WV 25309 304-7440590 grmarkersons@aol.com		Jim Construction PO Box 3926 Charleston WV 25339 304-3437448 russkerkes@suddenlinkmail.com	
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Item 3.01 Mobilization	LS	1	\$48,000.00	\$48,000.00	\$2,000.00	\$2,000.00	\$64,000.00	\$64,000.00
Item 3.02 Aggregate Base	TON	1500	\$115.00	\$172,500.00	\$75.00	\$112,500.00	\$108.50	\$162,750.00
Item 3.03 Class K Portland Cement Concrete Pavement	SY	4600	\$160.00	\$736,000.00	\$190.00	\$874,000.00	\$222.00	\$1,021,200.00
Item 3.04 Rolled Intergral Concrete Curb Type I	LF	550	\$12.00	\$6,600.00	\$8.00	\$4,400.00	\$51.50	\$28,325.00
Item 3.05 -Integral Concrete Curb Type II	LF	300	\$20.00	\$6,000.00	\$10.00	\$3,000.00	\$51.50	\$15,450.00
Base Bid Total			\$969,100.00		\$995,900.00		\$1,291,725.00	
Local Vendor Preference (4%)			(\$5,000) \$964,100		(\$5,000) \$990,900		(\$5,000) \$1,286,725	

Resolution No. 637-22

Introduced in Council:

May 2, 2022

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 637-22 - Authorizing the Mayor or City Manager to enter into a contract with Mr. Asphalt, Inc., in the total amount of \$4,257,100 to perform asphalt street paving construction services, where the contract price was determined through a competitive bidding process.

Now Therefore, 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 Mr. Asphalt, Inc., in the total amount of \$4,257,100 to perform asphalt street paving construction services, where the contract price was determined through a competitive bidding process.

Appendix A

2022 PAVING List

Street Name	Ward	To and From	Length	Width	Est. SY	Est. Tons	Milled
2900 Block Alley	1	Between 5th to 4th Ave	570	12	760	63	TRUE
Perry Lane	1	Washington to End	560	11	684	57	FALSE
2nd Ave	1	28th to 31st	950	21	2217	185	TRUE
4th Ave	1	33rd to 35th St	500	12	667	56	TRUE
35th St	1	7th Ave to RR Tracks	500	24	1333	111	TRUE
Washington St W	1	20th St to the Bridge	1050	24	2800	233	TRUE
Davis Circle	1	Violet to Wayland	1125	15	1875	156	FALSE
Sugar Creek Dr	2	From Falcon to 1550	9870	21	23030	1919	TRUE
Garvin Ave	3	Garden to Gilbert	1550	20	3444	287	TRUE
Gilbert Dr	3	Viewmont to Dead End	1030	18	2060	172	FALSE
Frame St	3	McQueen to Hazelwood	485	18	970	81	TRUE
Hazelwood Ave	3	Hunt to Frame	240	20	533	44	TRUE
Stockton St	4	Kanawha Blvd to 2nd Ave	500	30	1667	139	TRUE
Hunt Ave	4	Blvd to Grant	825	25	2292	191	TRUE
Park Ave	4	Kanawha Blvd to Grant	800	32	2844	237	TRUE
4th Ave	4	Patrick to Stockton	900	41	4100	342	TRUE
Florida St	4	2nd Ave to 4th Ave	650	31	2239	187	TRUE
Branch St	5	Greendale to Anaconda	825	21	1925	160	TRUE
Springdale Dr	5	Washington to Brick	800	32	2844	237	TRUE
Swarthmore Ave	5	Edgewood to Highland	430	21	1003	84	TRUE
Highland Rd	5	Edgewood to Swarthmore	500	22	1222	102	TRUE
Beech Ave	5	Edgewood to Chester	900	21	2100	175	TRUE
Daugherty St	5	Marianna to Price	510	20	1133	94	TRUE
Watts St	5	Patterson to Swinburn	750	20	1667	139	TRUE
Costello St	5	Dayton to Burlew	450	20	1000	83	TRUE
Swinburn St	5	Burlew to End	550	14	856	71	FALSE
Randolph St	6	Ohio to Delaware	950	41	4328	361	TRUE

Grant St	6	Vine to Park	650	22	1589	132	TRUE
Virginia St	6	Park to Beuhring	850	41	3872	323	TRUE
Park Dr	6	Hall to Grant	240	25	667	56	TRUE
Maryland Ave	6	Roane to Lee	280	42	1307	109	TRUE
Garrison Ave	7	Crescent to Rockaway	3550	18	7100	592	TRUE
Bigley Ave	7	Spring to Lilly	4500	36	18000	1500	TRUE
Westmoreland Rd	7	Bigley to Odell	165	32	587	49	TRUE
Preston St	7	Elmore to Whitney	780	22	1907	159	TRUE
Hudson St	7	Hillsdale to Monroe	650	20	1444	120	TRUE
Dominion Place	8	Donnally to End	240	18	480	40	TRUE
Downing St	8	Dominion to Ross	620	18	1240	103	TRUE
Margaret St	8	Donnally to Joseph	720	17	1360	113	TRUE
Ross St	8	Margaret to Downing	165	22	403	34	TRUE
McCormick St	8	Donnally to Joseph	750	22	1833	153	TRUE
Scenic Dr	8	From End to End	2000	20	4444	370	TRUE
Dudley Dr	8	Greenbrier to Scenic	750	22	1833	153	TRUE
Smith St	8	Capitol to Brooks	1200	31	4133	344	TRUE
Capitol St	8	Washington to Smith	1020	36	4080	340	TRUE
East Woodland Dr	8	Stadium Place to Bowen	905	26	2614	218	TRUE
Slack St	8	Piedmont to Bullitt	1360	21	3173	264	TRUE
Piedmont Rd	8 & 10	WCHS to Stadium Place	1400	22	3422	285	TRUE
Mayflower Dr	8	Scenic to Short	520	21	1213	101	TRUE
Clendenin St	8	Washington to Donnally	1490	32	5298	441	TRUE
Donnally St	8	Clendenin to Court	850	22	2078	173	TRUE
Hamilton Circle	8	Mayflower to Dudley	530	20	1178	98	TRUE
Summers St	9	Bldv to Donnally	1875	46	9583	799	TRUE
Dickinson St	9	Christopher to Quarrier	1610	26	4651	388	TRUE
Virginia St	9	Elk River Bridge to Court St	1760	42	8213	684	TRUE
Elk River Bridge	9	Kanawha Blvd	550	52	3178	265	TRUE
1200 Block Alley	9	Between Kanawha Blvd. and Virginia	370	13	534	45	TRUE
Bona Vista Dr	10	Oakridge to Hardman	1020	20	2267	189	TRUE
Elizabeth St	10	Washington to Piedmont	1360	30	4533	378	TRUE
Bona Vista Place	10	Bona Vista Dr to End	240	21	560	47	TRUE
Hardman Dr	10	Bona Vista Dr to End	320	18	640	53	FALSE

2200 Block Alley	10	Between Blvd and Washington	610	11	746	62	TRUE
Mckee Ave	10	Wertz to End	2800	11	3422	285	FALSE
Moorland Dr	11	Oakridge to 716 Oakridge	575	16	1022	85	FALSE
Woodbridge Dr	11	Northview to 309 Woodbridge	2060	25	5722	477	TRUE
Pinnacle Dr	11	Elmont to End	2670	20	5933	494	TRUE
Timberline Place	11	Pinnacle to End	560	19	1182	99	TRUE
Old Bakers Fork Rd	11	Oakridge to End	300	11	367	31	FALSE
Oakridge Dr	10 & 11	Greenbrier to Ellette	2600	22	6356	530	TRUE
Wayside Dr	12	606 Wayside to End	1650	14	2567	214	FALSE
Clifton Rd	12	Mountain to End	350	20	778	65	TRUE
Christian Dr	12	Gordon to End	580	20	1289	107	TRUE
Belmont St	12	Churchill to End	685	17	1294	108	FALSE
Wilbur Dr	12	Gordon to End	265	21	618	52	FALSE
South Fort Circle	12	South Fort Dr to End	250	16	444	37	FALSE
Spotswood Rd	12	Gordon to Churchill Circle	980	21	2287	191	FALSE
Lexington Dr	12	Loop Rd to Loop Rd	1400	14	2178	181	FALSE
Dabney Dr	12	Gordon to End	580	18	1160	97	TRUE
Suncrest place	12	Suncrest Rd to End	850	18	1700	142	FALSE
Maefair Dr	12	Churchill to Wilkie	480	20	1067	89	TRUE
Rosewood Rd	13	Huber to End	700	20	1556	130	TRUE
Greystone Rd	13	Rolling Hills to Berkshire	1120	20	2489	207	TRUE
Forest Rd	14	Bridge Rd to Bridge Rd	2200	16	3911	326	FALSE
Hazel Rd	14	Oakmont to Oakmont	600	18	1200	100	TRUE
Pleasant Rd	14	Oakmont to Hickory	1850	13	2672	223	FALSE
Woodoak Lane	14	Overbrook to End	620	21	1447	121	TRUE
Walnut Rd	14	Pine to Locust	750	18	1500	125	TRUE
Locust Rd	14	Walnut to Dead End	350	20	778	65	FALSE
Oakmont Rd	14	Walnut to Hazel	650	19	1372	114	TRUE
South Gate Place	15	South Gate to End	230	20	511	43	TRUE
South Gate Rd	15	Presidential to End	730	20	1622	135	TRUE
Meadowcrest Dr	15	Connell to End	580	16	1031	86	TRUE
Stone Brook Rd	15	Hickory to End	350	13	506	42	FALSE
Tudor Rd	15	Bridge to End	1200	12	1600	133	FALSE
Bridge Rd	15&16	Oakwood to Birch	2850	21	6650	554	TRUE

Lower Ridgeway	16	Staunton to Upper Ridgeway	1500	16	2667	222	FALSE
Upper Ridgeway	16	Louden Hts. to End	1750	16	3111	259	TRUE
Staunton Rd	16	Louden Hts. to Ridgeway	1325	19	2797	233	FALSE
Louden Hts. Circle	16	Bendview to 1856	2850	17	5383	449	TRUE
Virginia Ave	17	34th to 37th St	1450	23	3706	309	TRUE
3500 Block Alley	17	Between MacCorkle and Noyes	410	12	547	46	TRUE
34th St SE	17	Virginia to MacCorkle	825	19	1742	145	FALSE
37th St SE	17	MacCorkle to Virginia	970	21	2263	189	TRUE
Staunton Ave	17	36th to 37th St	420	23	1073	89	TRUE
Noyes Ave	17	36th to 39th St	1600	21	3733	311	TRUE
44th St SE	17	MacCorkle to Staunton	600	20	1333	111	TRUE
48th St SE	17	Staunton Access to Kanawha Ave	450	20	1000	83	TRUE
Staunton Ave	17	50th to 51st St	500	21	1167	97	TRUE
Washington Ave	18	39th to 41st	680	21	1587	132	TRUE
42nd St SE	18	MacCorkle to Lancaster	920	21	2147	179	TRUE
37th St SE	18	MacCorkle to Washington	620	21	1447	121	TRUE
43rd St SE	18	MacCorkle to Venable	300	20	667	56	TRUE
45th St SE	18	MacCorkle to Venable	310	20	689	57	TRUE
46th St SE	18	MacCorkle to Lancaster	910	21	2123	177	TRUE
47th St SE	18	MacCorkle to Venable	330	21	770	64	TRUE
51st St SE	18	MacCorkle to Venable	340	22	831	69	TRUE
4300 Block Alley	18	Between Washington and Lancaster	370	11	452	38	TRUE
4400 Block Alley	18	Between MacCorkle and Venable	440	11	538	45	TRUE
71st SE	18	MacCorkle to End	320	14	498	41	TRUE
Lyndale Dr	19	Bowers to Dead End	1850	18	3700	308	TRUE
Woodcrest Lane	19	Smith to End	190	20	422	35	TRUE
Mulberry Circle	19	Lyndale to Angel Terr.	1000	12	1333	111	TRUE
Kirklee Rd	19	Nottingham to End	960	17	1813	151	TRUE
Nottingham Rd	19	1421 to Dead End	450	23	1150	96	TRUE
Oakhurst Dr	19	Eureka to Private Dr	450	14	700	58	FALSE
Parkwood Rd	19	Woodside to End	2720	23	6951	579	TRUE
31st SE	20	MacCorkle to Kanawha Ave.	1200	20	2667	222	TRUE
Shady Lane	20	South Ruffner to End	760	16	1351	113	FALSE
Chatwood Rd	20	Foxchase to End	3670	21	8563	714	TRUE

Claymont Rd	20	Chatwood to End	320	23	818	68	FALSE
30th St SE	20	Frontage to Noyes	120	18	240	20	TRUE
Noyes Ave	20	28th to 30th St	920	28	2862	239	TRUE
Kanawha Ave	20	30th to 31st St	400	20	889	74	TRUE
32nd St SE	20	Kanawha Ave to Virginia	300	20	667	56	TRUE
Virginia Ave	20	27th St to Shawnee Circle	430	20	956	80	TRUE
27th St SE	20	Frontage to End	800	16	1422	119	TRUE

Appendix B

Spring Hill Cemetery

Street Name	To and From	Length	Width	Est. SY Milling	Est. W/C Tons
Farnsworth Dr	From the gate to pavement	1410	21	3290	274
American Legion Dr	From Farnsworth to Barber	1750	10	0	162
Canterbury Ln	American Legion to Barber	450	10	0	42
Nabors Dr	Barber to Ball	650	10	0	60
Ball Ln	Nabors to The Turn Around at the top	1450	10	0	134
Knapper Dr	Nabors to Mt Olive	1200	10	0	111
Medley Dr	Mt Olive to the Parking Lot	1000	10	0	93
Brawley Rd	Medley to Rollins	1400	10	0	130
Rollins Rd	Brawley to Admin. Building	1200	10	0	111
Tompkins Ln	At the intersection of Middleton	30	10	0	3
The Pull over off Middleton	At the Confederate Cemetery	135	10	0	13
Jewish Cemetery Upper Rd	Along the top	450	10	0	42
Jewish Cemetery Lower Rd	Along the bottom	650	10	0	60
Office Parking Lot	Between the Office and Mausoleum	120	50	0	56
Lower Parking Lot	Between Farnsworth and Barber	100	50	0	46

**2022 Resurfacing City Streets
Bid Opening Date 4/26/22**

			WV Paving Inc. 2950 Charles Ave. Dunbar WV 25064 304-768-9733 ben.bragg@wvpaving.com		Mr. Asphalt Inc. 148 Hunters Cove 304-988-3789 mrasphaltboggess@aol.com		Bear Contracting LLC. PO Box 1196 Bridgeport WV 26330 304-326-0160 acunningham@bear-contracting.com	
TABLE A- Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Item 3.01 HLBC Base Course	TON	300	\$113.50	\$34,050.00	\$119.00	\$35,700.00	\$112.50	\$33,750.00
Item 3.02 HLBC Wearing Course- 1-1/2"	TON	28,000	\$140.50	\$3,934,000.00	\$119.00	\$3,332,000.00	\$131.00	\$3,668,000.00
Item 3.03 (1 1/2")Removing Bituminous Concrete	SY	287,000	\$2.50	\$717,500.00	\$2.50	\$717,500.00	\$3.30	\$947,100.00
TABLE A TOTAL COST			\$4,685,550.00		\$4,085,200.00		\$4,648,850.00	
TABLE B- Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
3.02 HLBC Wearing Course- 1-1/2" (Spring Hill Cemetery)	TON	1350	\$131.00	\$176,850.00	\$120.00	\$162,000.00	\$118.00	\$159,300.00
Item 3.02 HLBC Wearing Course- 1-1/2"	SY	3,300	\$4.00	\$13,200.00	\$3.00	\$9,900.00	\$5.00	\$16,500.00
TABLE B TOTAL COST			\$190,050.00		\$171,900.00		\$175,800.00	
Local Vendor Preference (4% up to \$125,000)			Did Not Apply (\$4,875,600.00)		Did Not Apply (\$4,257,100.00)		(\$5,000) \$4,819,650.00	

Resolution No. 638-22

Introduced in Council:

May 2, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 638-22 - Authorizing the Mayor or City Manager to enter into a contract with SQP Construction Group, Inc., in the amount of \$621,366 to perform concrete sidewalk ramp construction services to comply with Americans with Disabilities Act ("ADA") requirements, where the contract price was determined pursuant to a competitive bidding process.

Now Therefore, 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 SQP Construction Group, Inc., in the amount of \$621,366 to perform concrete sidewalk ramp construction services to comply with ADA requirements, where the contract price was determined pursuant to a competitive bidding process.

2022 Concrete Sidewalk accessible Ramp Project Summer 2022
Bid Opening Date 4/26/22

			McClanahan Construction 744 Poca Road Poca WV 25159 304-766-3355 Bruce@mcclanahanconstruction.com		Gracie Marker & Sons 1119 Jefferson Road South Charleston WV 25309 304-744-0590 grmarkersons@aol.com		Jim Construction PO Box 3926 Charleston WV 25339 304-343-7448 russkerkes@suddenlinkmail.com		SQP Construction 281 Smiley Drive St. Albans WV 25177 304-440-9200 russkerkes@suddenlinkmail.com	
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Item 3.01 Concrete Ramp and Sidewalk	SF	23,940	\$24.60	\$588,924.00	\$26.00	\$622,440.00	\$30.70	\$734,958.00	\$21.40	\$512,316.00
Item 3.02 Curb and Gutter	LF	660	\$40.00	\$26,400.00	\$50.00	\$33,000.00	\$48.00	\$31,680.00	\$15.00	\$9,900.00
Item 3.03 Integral Curb	LF	2,550	\$24.60	\$62,730.00	\$26.00	\$66,300.00	\$28.00	\$71,400.00	\$15.00	\$38,250.00
Item 3.04 Plain Curb	LF	540	\$28.00	\$15,120.00	\$30.00	\$16,200.00	\$23.00	\$12,420.00	\$10.00	\$5,400.00
Item 3.05 -Detectable Warning Surfaces	EA	171	\$225.00	\$38,475.00	\$500.00	\$85,500.00	\$165.00	\$28,215.00	\$300.00	\$51,300.00
Item 3.06- Curb Inlet Adjustment	EA	18	\$300.00	\$5,400.00	\$250.00	\$4,500.00	\$676.00	\$12,168.00	\$175.00	\$3,150.00
Item 3.07- Asphalt Replacement	TON	7	\$450.00	\$3,150.00	\$450.00	\$3,150.00	\$525.00	\$3,675.00	\$150.00	\$1,050.00
Base Bid Total			\$740,199.00		\$831,090.00		\$894,516.00		\$621,366.00	
Local Vendor Preference (4% or \$5,000)			(\$5,000) \$735,199.00		(\$5,000) \$826,090.00		(\$5,000) \$889,516.00		(\$5,000) \$616,366.00	

Resolution No. 648-22

Introduced in Council:

May 2, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 648-22 - Authorizing the Mayor or City Manager to approve and execute Change Order No. 2 relating to the renovation of office space on the 3rd floor of City Hall in the amount of \$29,041.88 to address unforeseen conditions discovered during the course of the project, which include electrical code compliance work and asbestos testing.

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

That the Mayor or City Manager is authorized to approve and execute Change Order No. 2 relating to the renovation of office space on the 3rd floor of City Hall in the amount of \$29,041.88 to address unforeseen conditions discovered during the course of the project, which include electrical code compliance work and asbestos testing. The pricing details related to Change Order No. 2 are indicated in Exhibit A. The new total contract price approved is \$288,603.44.

**AIA**[®]**Document G701™ – 2017****Change Order****PROJECT:** *(Name and address)*Charleston Police Department Renovation
501 Virginia Street East
Charleston, WV 25301**CONTRACT INFORMATION:**Contract For: General Construction
Date: January 2022**CHANGE ORDER INFORMATION:**Change Order Number: 002
Date: April 28, 2022**OWNER:** *(Name and address)*City of Charleston
501 Virginia Street, East
Charleston, WV 25301**ARCHITECT:** *(Name and address)*The Thrasher Group, Inc.
PO Box 940
600 White Oaks Blvd.
Bridgeport, WV 26330**CONTRACTOR:** *(Name and address)*Agsten Construction
209 Washington Street, W., Suite 100
Charleston, WV 25302**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*Abatement
Code Request

The original Contract Sum was	\$	237,000.00
The net change by previously authorized Change Orders	\$	22,561.56
The Contract Sum prior to this Change Order was	\$	259,561.56
The Contract Sum will be increased by this Change Order in the amount of	\$	29,041.88
The new Contract Sum including this Change Order will be	\$	288,603.44

The Contract Time will be increased by Ten (10) days.

The new date of Substantial Completion will be June 11, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

The Thrasher Group, Inc.

ARCHITECT *(Firm name)*

Agsten Construction

CONTRACTOR *(Firm name)*

City of Charleston

OWNER *(Firm name)***SIGNATURE****SIGNATURE****SIGNATURE****PRINTED NAME AND TITLE****PRINTED NAME AND TITLE**

Jonathan T. Storage, Esq., City Manager

PRINTED NAME AND TITLE**DATE****DATE****DATE**

CONTRACTOR COST PROPOSAL
SUMMARY SHEET

Project: Charleston Police Department
Contractor: Agsten Construction Company
Proposal Number: 2
Proposal Description: Abatement/Code Request

CONTRACTOR DIRECT COSTS																		
Scope Description				Direct Labor				Direct Material		Direct Equipment								
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Hours	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost							
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K							
1.01	Fire Code Ceiling Patching																	
1.02	2 guys one week labor	2.00	crew	40.00	80.00	\$ 65.00	\$ 5,200.00				\$ -							
1.03	Type X Fire Code Sheetrock and Fire Caulking	1.00			0.00		\$ -	\$ 250.00	\$ 250.00		\$ -							
1.04					0.00		\$ -		\$ -		\$ -							
1.05					0.00		\$ -		\$ -		\$ -							
1.06					0.00		\$ -		\$ -		\$ -							
1.07					0.00		\$ -		\$ -		\$ -							
1.08					0.00		\$ -		\$ -		\$ -							
	Subtotal (S/T) Direct Costs: Taxes/Insurance:					Subtotal Labor	\$ 5,200.00	Subtotal Mat'l	\$ 250.00		Subtotal Equip.	\$ -						
									24.00%	Labor Burden		\$ 1,248.00	Sales Tax	7.0%	\$ 17.50	Sales Tax	7.0%	\$ -
										Total Labor		\$ 6,448.00	Total Mat'l	\$ 267.50		Total Equip.	\$ -	
										Total Direct Costs								

SUBCONTRACT COSTS		
Item No.	Subcontractor Name	Total Cost
2.01	Cornerstone Electric *See Attached	\$ 9,902.00
2.02	Clark Mechanical * See Attached	\$ 8,005.00
2.03	Asbestos Testing Wall	\$ 300.00
2.04	Asbestos Testing Air	\$ 400.00
2.05	Asbestos Testing Ceiling included in Clarks bid	\$ -
2.06		
2.07		
2.08		
2.09		
2.10		
2.11		
Total Subcontract Costs		\$ 18,607.00

SUMMARY		
Item No.	Description	Total Cost
3.01	Total Direct Labor Cost	Item 1.99H \$ 6,448.00
3.02	Total Direct Material Cost	Item 1.99J \$ 267.50
3.03	Total Equipment Cost	Item 1.99L \$ -
3.04	Subtotal	3.01+3.02+3.03 \$ 6,715.50
3.05	Overhead and Profit (%)	15.00% \$ 1,007.33
3.06	Subtotal	3.04+3.05 \$ 7,722.83
3.07	Subcontractor Cost	Item 2.99 \$ 18,607.00
3.08	Markup on Subcontractors (%)	10.00% \$ 1,860.70
3.09	Subtotal	3.06+3.07+3.08 \$ 28,190.53
3.10	Additional Bond Cost	1.00% \$ 281.91
3.11	B&O Tax	2.00% \$ 569.45
3.99	Total Proposal Cost	\$ 29,041.88

If accepted please add 10 days to the contract

Submitted By

Name: Chris Shaw

Signature:

Title: Project Manger

Date: 4/27/2022



CLARK MECHANICAL SERVICES
PO Box 2961
CHARLESTON, WV 25330
WV CONTRACTORS LICENSE NO. WV054168

Agsten Construction Company

4/27/22

Ref: Charleston Police Abatement

Scope:

- Mark spots in ceiling for abatement
- Ceiling removed for hangers
- Cost for asbestos sample

Price: \$8,005.00

Thank you
Brian Clark
304-543-3581

Cornerstone Electric LLC

1956 Lens Creek Road
Hernshaw, WV 25107

WV040693

Office 304-949-9550
Fax 304-949-9552

April 11, 2022

Electrical Proposal Change Order Breakdown

Attention: Chris Shaw
Agsten Construction

Regarding: CO #2-Non-Compliant NEC Wiring Issues
City Of Charleston-Police Office
501 Virginia Street East
Charleston, WV 25301

Mr. Shaw,

It is our privilege to offer you the following electrical proposal:

Proposal Includes:

Labor & Materials to resolve non-compliant code issues.

- Conduit, Junction Boxes, Conductors, Metal-clad Cable
- Final Connections

Proposal Excludes:

Unforeseen Conditions

Note: This electrical proposal only covers the romex cabling from the time that they enter the space to the point that they exit the space. The proposal does not cover the wiring below, above or surrounding the space.

Labor	\$ 5,510.00
Materials	\$ 4,392.00
Total Electrical	\$ 9,902.00

Proposal is valid for a period of 30 days.

We thank you for this opportunity and look forward to working with you.

David A. Peters

The STONE that the builders rejected has now become the CORNERSTONE.
Psalm 118:22



Pinnacle Consultants, LLC
10 Independent Avenue
Nitro, West Virginia 25143

INVOICE

Date: 4/20/2022

Invoice #: PC-10825

P.O. #:

Due Date: 6/4/2022

Agsten Construction Co.
1700 State Route 34
Hurricane, WV 25526

Pinnacle Job #: 22-257

Project Location: Charleston Police Dept.

Project ID: 3rd Floor

Labor / Analytical Service Description	Amount
Asbestos Inspection Lump Sum Rate (Inclusive in this rate Pinnacle will utilize a licensed inspector on site, drive time, mileage, report time, clerical, analysis of all samples, and professional liability insurance.)	375.00
	
Any questions or concerns please contact the office or email tina.burker@pinnaclecorp.net.	Total \$375.00

We Appreciate your Business!

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Bill To: Agsten Construction Co.
1700 State Route 34
Hurricane, WV 25526

Invoice Date	4/20/2022
Invoice #	PC-10825
Payments/Credits	\$0.00
Balance Due	\$375.00

As a courtesy to our clients we accept all major credit cards. 

Credit Card #: _____ Exp: _____

3 digit CV: _____ Billing Zip Code: _____

I authorize Pinnacle Consultants, LLC to charge my credit/debit card for the balance owed on invoice PC-10825.

Signature: _____

AMT ENCLOSED

Please remit payment to:
Pinnacle Consultants, LLC
10 Independent Avenue Nitro, WV 25143



LIMITED ASBESTOS INSPECTION REPORT

April 20, 2022

Prepared for

Agsten Construction Co.
1700 State Route 34
Hurricane, WV 25526

Property Address

Charleston Police Department
3rd Floor
(Plaster wall with hole for duct cut out)

Prepared by

Pinnacle Consultants, LLC
10 Independent Ave.
Nitro, WV 25143
Phone (304) 757-5204
Fax (304) 440-3465

Pinnacle Consultants Project Number

22-257



On Monday, April 18, 2022 Pinnacle Consultants (Pinnacle) conducted an asbestos inspection at the referenced project address listed. The purpose of this inspection was to collect bulk samples of materials which were suspected to contain asbestos. The inspection was performed in accordance with generally accepted procedures outlined in the Asbestos Hazard Emergency Response Act (AHERA). Please see the attached certificates and licenses of the person(s) who conducted the asbestos inspections.

For this project a total of three (3) bulk samples were collected from one (1) homogeneous area. Laboratory analytical results indicate there were zero (0) homogeneous areas identified with asbestos content greater than one percent (>1%), utilizing the Point Count Method.

Please see attached laboratory results, chain of custody and bulk sample data table for complete sample location and description information.

The samples were randomly collected from homogeneous areas (HA's) according to the following table:

Friable Surfacing Materials	Thermal System Insulation
• ≤ 1,000 sq. ft. – 3 samples • 1,001 – 5,000 sq. ft. – 5 samples • >5000 sq. ft. – 7 Samples	• 3 Samples • < 6 ln. ft. Patch – 1 Sample
Miscellaneous and Non-Friable Materials	
• In a manner sufficient to determine whether the material in question contained asbestos.	

Pinnacle performed the bulk sampling of suspect materials in accordance with generally accepted industry procedures as outlined in the Asbestos Hazard Emergency Response Act (AHERA). Each sample collected was placed into a clean, sealable container and labeled with a sample identification number. This number was recorded on the Bulk Sample Log Sheet and when possible, at the sample location to permit easy identification of the sampled material in the future. Supplemental information was recorded on the Bulk Sample Log Sheet including the date of the inspection, name of inspector, description and location of sample.

A Chain of Custody was completed, and the samples were submitted to Pinnacle's licensed and NVLAP accredited laboratory for analysis (attached are the laboratory certifications and licenses). The samples were analyzed by Polarized Light Microscopy (PLM) in accordance to method EPA-600/R-93/116 with dispersion staining. Based upon this method qualitative identification of Chrysotile, Amosite, Crocidolite, Anthophyllite, Tremolite, and Actinolite can be performed. The method specifies the asbestos content be reported as a finite percentage within



the range of zero (0 %) to one hundred (100 %) percent.

If a bulk sample contains less than 10 % asbestos (10%), the US EPA recommends the sample be analyzed by the Point Count Method referenced in method EPA 600/R-93/116. This method is a more accurate way of determining the actual percentage of asbestos present in the sample. This method cannot be performed on Non-friable Organically Bound (NOB's) materials (e.g. roofing, mastics, caulking, etc.). For this project three (3) samples were analyzed utilizing the Point Count Method. Please see the attached bulk sample analysis reports which include Pinnacle's Laboratory identification number and the composition of the bulk sample.

Current laws and regulations require the removal of asbestos containing materials prior to renovation or demolition activities which may disturb these materials. The laws requiring Category I Non-friable asbestos containing materials to be removed prior to demolition vary by state. Please check with your local regulatory agency to determine if Category I asbestos containing materials are required to be removed prior to demolition.

Because not all areas may have been accessible or even included in the inspection, extreme caution should be exercised during the renovation/demolition activities in the event suspect materials not identified in this report, known, or presumed to contain asbestos are exposed during these activities. In the event additional suspect materials that are not included in this report are discovered, all work with the potential to disturb this material should be stopped until a properly certified and licensed inspector performs sampling and analysis has concluded whether the material is asbestos containing or not.

Pinnacle Consultants, its employees or subcontractors, shall not be legally responsible for any direct, indirect, incidental, special, consequential or exemplary damages, including (but not restricted to) damages for loss of investment, value, use, expenditure, or other intangible losses (even if Pinnacle has been advised of the possibility of such damages), resulting from: The use or the incapability to use this document or previously related documentation issued by Pinnacle; statements or behavior of any third party; or any other matter relating to our efforts regarding the referenced property.

On no occasion shall total legal responsibility to any concerned party for all damages, losses, and causes of action go beyond the amount paid to Pinnacle for the preparation and publication of this specific document.

Every attempt was made to gain access to each area or to access representative materials entering or leaving such areas. Pinnacle Consultants accepts no liability nor makes any claims regarding asbestos or suspect materials that were not accessible during the inspection process.



Especially if such material was located behind or within walls, concrete decks, sub-floors, chases, or was otherwise generally inaccessible without destructive sampling.

The information in the report or portions thereof may be required to be included in the notifications to contractors or other visitors to the building(s). This report is not intended to be used as a specification or work plan for any of the work suggested or recommended in this report.

This report is based upon conditions and practices observed at the property and information made available to the surveyor. This report does not intend to identify all hazards or unsafe practices, or to indicate that other hazards or unsafe practices do not exist at the premises.

This report or any statements or information contained herein shall not be interpreted to imply any conclusions or opinions related in any manner as to whether any potential health risks to individuals exposed to the building environments were or were not present at the time of our inspection or may or may not develop at some time in the future.

This report is not a guarantee or warranty of any kind and was prepared for the exclusive use of the owner and Pinnacle Consultants and may be provided to others for disclosure purposes only. Prospective purchasers or any other interested parties are advised that this report is not intended for their use or benefit nor is to be relied upon to ascertain the condition of the property. Pinnacle Consultants, their employees, agents and subcontractors do not assume any liability for hidden/latent defects or conditions of any kind.

Pinnacle Consultants greatly appreciates the opportunity to provide you with our asbestos inspection and laboratory services for this project. Should you have any questions, please contact our office at your earliest convenience at 304-757-5204.

Sincerely,
Pinnacle Consultants

Tina Burkner

PINNACLE PERSONNEL CERTIFICATION(S) & LICENSE(S)



State of West Virginia
Bureau for Public Health
Office of Environmental Health Services
Radiation, Toxics and Indoor Air Division



WEST VIRGINIA

Asbestos Program

Pinnacle Consultants, LLC

IS LICENSED AS AN
**ASBESTOS LABORATORY -
AIR AND BULK**

License #: LT000612

Issued: 2/9/2022

Expires: 2/28/2023

Michelle L. Cochran

Director
WV OEHS

This is to certify that

PINNACLE CONSULTANTS, LLC
10 INDEPENDENT AVENUE
NITRO, WV 25143

Has complied with Chapter 16, Article 32, of the Asbestos
Abatement Licensing Rules and Regulations and is hereby licensed
as an Asbestos Air & Bulk Sample Analytical Laboratory.

Asbestos Air & Bulk Sample Analytical Laboratory Number:

LT000612

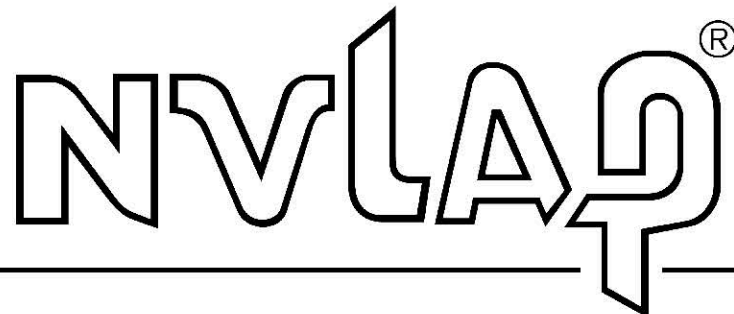
Issued: 02/09/2022

Expires: 02/28/2023

Michelle L. Cochran

Michelle L. Cochran, Director
Office of Environmental Health Services

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200718-0

Pinnacle Consultants, LLC

Nitro, WV

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2021-07-01 through 2022-06-30

Effective Dates



A handwritten signature in blue ink, reading "Dana S. Laman".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Pinnacle Consultants, LLC

10 Independent Avenue

Nitro, WV 25143

Ms. Miranda Reedy

Phone: 304-757-5204 Fax: 304-757-5205

Email: miranda.reedy@pinnaclecorp.net

<http://www.pinnaclecorp.net>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200718-0

Bulk Asbestos Analysis

Code

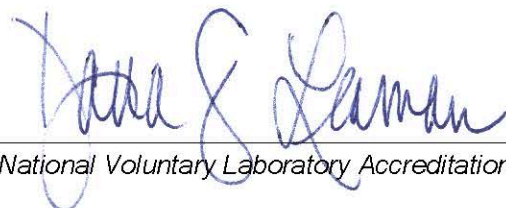
Description

18/A01

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials



For the National Voluntary Laboratory Accreditation Program



10 Independent Avenue Nitro, West Virginia 25526

Tel: 304-757-5204 Fax: 304-440-3465

www.pinnaclecorp.net

Certificate of Completion

GREGORY PAULEY

Has successfully completed the below course with a score of 70% or better. This course has been approved by the State of West Virginia and U.S. EPA and meets all requirements set forth in 40 CFR Part 763 (AHERA model Accreditation Plan) for purposes of accreditation required under TSCA Title II. This course was conducted in English at the Pinnacle Consultants, LLC through live ZOOM video out of the training facility located in Nitro, WV.

Asbestos Inspector Refresher

	WEST VIRGINIA Asbestos Program Gregory A. Pauley IS LICENSED AS AN ASBESTOS INSPECTOR Director WV OEHS
License #: AI010140	
Issued: 3/23/2022	
Expires: 3/31/2023	
	

Training Date

Friday, February 4, 2022

Exam Date

February 4, 2022

Training Hours

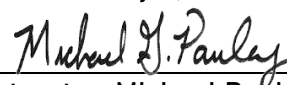
4 hours

Certificate Identification

PINNCONS02042022-16

Expiration Date

February 4, 2023



Instructor: Michael Pauley

LABORATORY ANALYTICAL RESULTS & CHAIN OF CUSTODY





10 INDEPENDENT AVENUE
NITRO, WV 25143
PHONE 304.757.5204
FAX 304.440.3465
www.pinnaclecorp.net

ASBESTOS IDENTIFICATION BY POLARIZED LIGHT MICROSCOPY ANALYSIS

Attn: Tina Burkner

Pinnacle Consultants LLC

10 Independent Ave

Nitro, WV 25143

Client Project/PO#:

PC Project #: 22-257

Received Date: 4/18/2022

Analysis Date: 4/18/2022

RE: CPD - 3rd Floor

CLIENT ID #:	LAB ID #:	LOCATION:	COLOR:
257-01	22B-09189	Wall With Hole For Duct Cut Out	Beige/White
Texture/Description:	Solid/Plaster	Chrysotile: 2 %	Tremolite: 0% Anthophyllite 0%
TOTAL ASBESTOS:	2 %	Amosite: 0%	Actinolite: 0% Crocidolite: 0%
Cellulose: 2 %	Fiber Glass: 0%	Others: 3%	Filler/Binder: 93 %

CLIENT ID #:	LAB ID #:	LOCATION:	COLOR:
257-02	22B-09190	Wall With Hole For Duct Cut Out	Beige/White
Texture/Description:	Solid/Plaster	Chrysotile: 2 %	Tremolite: 0% Anthophyllite 0%
TOTAL ASBESTOS:	2 %	Amosite: 0%	Actinolite: 0% Crocidolite: 0%
Cellulose: 2 %	Fiber Glass: 0%	Others: 3%	Filler/Binder: 93 %

CLIENT ID #:	LAB ID #:	LOCATION:	COLOR:
257-03	22B-09191	Wall With Hole For Duct Cut Out	Beige/White
Texture/Description:	Solid/Plaster	Chrysotile: 2 %	Tremolite: 0% Anthophyllite 0%
TOTAL ASBESTOS:	2 %	Amosite: 0%	Actinolite: 0% Crocidolite: 0%
Cellulose: 2 %	Fiber Glass: 0%	Others: 3%	Filler/Binder: 93 %

Analytical Method: Polarized light microscopy using dispersion staining (EPA-600/M4-82-020). PLM should not be used to demonstrate the absence of asbestos in floor tiles. All samples will be held for sixty (60) days unless otherwise requested. This report relates only to items tested and makes no statement as to the contents of surrounding materials and apply to the sample as received. Multi-layered material which have distinct and separable layers shall be reported separately. This report shall not be reproduced, except in full, without written permission. The results of this report should not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government.

Analyzed by:

Miranda Reedy
Miranda Reedy



10 INDEPENDENT AVENUE
NITRO, WV 25143
PHONE: 304.757.5204
FAX: 304.440.3564
www.pinnaclecorp.net

Page 1 of 1

ASBESTOS IDENTIFICATION BY POLARIZED LIGHT MICROSCOPY POINT COUNT ANALYSIS

Attn: Tina Burkner

Pinnacle Consultants LLC

10 Independent Ave

Nitro, WV 25143

Client Project #:

PC Project #: 22-257

Received Date: 4/18/2022

Analysis Date: 4/20/2022

RE: CPD - 3rd Floor

CLIENT ID #	LAB ID #	PLM ANALYSIS		POINT COUNT ANALYSIS	
		% Asbestos	Type	% Asbestos	Type
257-01	22B-09189	2 %	Chrysotile	0.50%	Chrysotile
257-02	22B-09190	2 %	Chrysotile	0.50%	Chrysotile
257-03	22B-09191	2 %	Chrysotile	0.25%	Chrysotile

Analytical Method Reference: Perkins, RL, 1989. "Point Counting Techniques for Friable Asbestos Containing Materials", Research Triangle Institute, Microscope, 1990, pp. 29-39. The sample(s) above were submitted for Point Count Verification analysis. NESHAP Standard, 40 CFR Part 61, Section 141, states that if asbestos is identified by Polarized Light Microscopy and the estimated quantity is less than 10% by visual estimation, the client may choose either of the following: 1.) Elect to assume the amount to be greater than 1% and treat the material as asbestos containing, or 2.) require verification of the quantity by point counting. TRACE is defined as no asbestos fibers being detected during the point count analysis. The results of this report should not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government.

Analyzed by:

Miranda Reedy

**BULK SAMPLE DATA TABLE
(ACM HIGHLIGHTED ON REPORT)**



Date April 18, 2022
 Location Charleston Police Department
3rd Floor
 Project # 22-257

BULK SAMPLE INVENTORY						ASBESTOS CONTAINING MATERIAL				
Lab ID#	Sample ID#	Sample Location	Material Description	H.A. #	AB Content	Type of ACM	Material Category	Material Classification	Material Friability	*Estimated Quantity
22B-09189	257-01	Wall with Hole Duct Cut Out	Plaster (Wall)	1	PC 0.50%	CHRY	SM			
22B-09190	257-02				PC 0.50%	CHRY	SM			
22B-09191	257-03				PC 0.25%	CHRY	SM			
NOTES:										
PC = Point Count			F.T. = Floor Tile		CHRY = Chrysotile			SM = Surface Material		
NAD = No Asbestos Detected			C.T. = Ceiling Tile		AMO = Amosite			MM = Miscellaneous Material		
HA = Homogeneous Area			Ftgs. = Fittings		TRE = Tremolite			TSI = Thermal System Insulation		
AB = Asbestos			Ext. = Exterior		ACT = Actinolite			lf = Linear Feet		
ACM = Asbestos Containing Material (highlighted on report)						sf = Square Feet				



Pinnacle Consultants, LLC
10 Independent Avenue
Nitro, West Virginia 25143

INVOICE

Date: 4/22/2022

Invoice #: PC-10848

P.O. #:

Due Date: 6/6/2022

Agsten Construction Co.
1700 State Route 34
Hurricane, WV 25526

Pinnacle Job #: 22-269

Project Location: Charleston Police Dept.

Project ID: 3rd Floor

Labor / Analytical Service Description	Amount
Air Monitoring Lump Sum Rate (Inclusive in this rate Pinnacle will utilize a licensed inspector on site, drive time, mileage, report time, clerical, analysis of all samples, and professional liability insurance.)	400.00
	
Any questions or concerns please contact the office or email tina.burker@pinnaclecorp.net .	Total \$400.00

We Appreciate your Business!

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Bill To: Agsten Construction Co.
1700 State Route 34
Hurricane, WV 25526

Invoice Date	4/22/2022
Invoice #	PC-10848
Payments/Credits	\$0.00
Balance Due	\$400.00

As a courtesy to our clients we accept all major credit cards. 

Credit Card #: _____ Exp: _____

3 digit CV: _____ Billing Zip Code: _____

I authorize Pinnacle Consultants, LLC to charge my credit/debit card for the balance owed on invoice PC-10848.

Signature: _____

AMT ENCLOSED

Please remit payment to:
Pinnacle Consultants, LLC
10 Independent Avenue Nitro, WV 25143



April 22, 2022

Mr. Chris Shaw
Agsten Construction Co.
1700 State Route 34
Hurricane, WV 25526

Re: Charleston Police Department 3rd Floor
Pinnacle Job #: 22-269

On April 20, 2022, Pinnacle Consultants, LLC (Pinnacle) conducted asbestos air monitoring for the above referenced project. Specifically, five (5) air samples were collected. The purpose of this sampling was to evaluate the airborne fiber concentrations in the area.

The air sampling were collected due to concerns of potential exposure. The results of the air samples are below reoccupancy levels of <0.01 f/cc for all air samples using Phase Contrast Microscopy (PCM).

All air samples were collected on a 25-mm mixed cellulose-ester filter membrane with a 2-inch cowl and mean pore size of .8µm. A precision flow meter with the air sampling cassette in-line was used to calibrate the sampling pumps before and after sampling. All pertinent air monitoring data including sample number and location, flow meter readings and start and stop times were recorded on Pinnacle's standard air sampling data forms. All calculations (e.g., sample duration, sample volume, etc.) were verified as part of Pinnacle's standard quality assurance program.

Analysis of all the air samples by PCM indicated airborne fiber concentrations below that of the established criteria for OSHA. When an air sample is analyzed by PCM, all fibers on the filter which meet specified size criteria, are counted without consideration as to whether they are asbestos fibers or not.

Pinnacle greatly appreciates the opportunity to provide our services and expertise to you for this most important project. Should you have any questions or require additional information, please feel free to contact me at your earliest convenience.

Sincerely,
Pinnacle Consultants

Tina Burker



LABORATORY REPORT



Pinnacle #:	22-269	Charleston Police Department - Third Floor	
Date:	4/20/2022	Project Name/Description	
Analyst:	J. Fields		
Enter Filter Area	385		
Enter Graticle Area	0.00785		

Sample ID	Description	24 Hour Format		Total Minutes	Flow Rate (LPM)	Blank F/Fld	Sample F/Fld	Conc. f/cc	LOD f/cc
		Time On	Time Off						
1 269-1	Work Area	13:10	14:40	90	15	0.000	0.02	<LOD	0.0020
2 269-2	Work Area	13:10	14:40	90	15	0.000	0.02	<LOD	0.0020
3 269-3	Work Area	13:10	14:40	90	15	0.000	0.02	<LOD	0.0020
4 269-4	Field Blank			0		0.000	0.00		
5 269-5	Field Blank			0		0.000	0.00		
6				0		0.000	0.00		
7				0		0.000	0.00		
8				0		0.000	0.00		
9				0		0.000	0.00		
10				0		0.000	0.00		
11				0		0.000	0.00		
12				0		0.000	0.00		
13				0		0.000	0.00		
14				0		0.000	0.00		
15				0		0.000	0.00		
16				0		0.000	0.00		

8 Hour Time Weighted Average = 0.0000 F/cc

Resolution No. 649-22

Introduced in Council:

May 2, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 649-22 - Authorizing the Mayor or City Manager to purchase an arial ladder truck for \$1,628,732.00, a pumper truck for \$763,130, and a rescue truck for \$695,376.00 for the Charleston Fire Department from Atlantic Emergency Solutions for the total purchase price of \$3,087,238.00 pursuant to a competitively sourced multi-jurisdictional contract.

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

That the Mayor or City Manager is authorized to purchase an arial ladder truck for \$1,628,732.00, a pumper truck for \$763,130, and a rescue truck for \$695,376.00 for the Charleston Fire Department from Atlantic Emergency Solutions for the total purchase price of \$3,087,238.00 pursuant to a competitively sourced multi-jurisdictional contract.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

FS12-19

Date Prepared:

04/26/22

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Charleston	Contractor:	Atlantic Emergency Solutions
Contact Person:	Chad Jones	Prepared By:	Austin Eddy
Phone:	304-389-2002	Phone:	304-481-5967
Fax:		Fax:	
Email:	chad.jones@charlestonfire.com	Email:	aeddy@atlanticemergency.com

Product Code:	FS19VC07	Description:	Pierce Enforcer 152"
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$568,344.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$197,356.00
		Subtotal B:	\$197,356.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$0.00
		Subtotal C:	\$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0.00%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	765700	=	Subtotal D:	\$765,700.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$2,000.00
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F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Preferred Customer Discount	-\$4,570.00		
100% Pre-Payment Discount			
Trade-in Allowance			
		Subtotal F:	-\$4,570.00

Delivery Date:	24 Months	G. Total Purchase Price (D+E+F):	\$763,130.00
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CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

FS12-19

Date
Prepared:

04/26/22

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Charleston	Contractor:	Atlantic Emergency Solutions
Contact Person:	Chad Jones	Prepared By:	Austin Eddy
Phone:	304-389-2002	Phone:	304-481-5967
Fax:		Fax:	
Email:	chad.jones@charlestonfire.com	Email:	aeddy@atlanticemergency.com

Product Code:	FS19VD07	Description:	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$573,581.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$138,807.00
		Subtotal B:	\$138,807.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$0.00
		Subtotal C:	\$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0.00%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	712388	=	Subtotal D:	\$712,388.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$2,000.00
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F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Preferred Customer Discount	-\$19,012.00		
100% Pre-Payment Discount			
Trade-in Allowance			
		Subtotal F:	-\$19,012.00

Delivery Date:	24 Months	G. Total Purchase Price (D+E+F):	\$695,376.00
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About the Cooperative

H-GAC and the Cooperative Purchasing Program

The Houston-Galveston Area Council (H-GAC) is the largest of 24 Councils of Government (COG) in Texas, and is a political subdivision of the State of Texas. It has been serving local governments for more than 40 years.

H GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the End User (local governments and certain non-profits) and HGACBuy, and gives the End User access to HGACBuy contracts.

**HELPING
GOVERNMENTS
ACROSS THE
COUNTRY
BUY**

H-GAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States.

HGACBuy contracts are established based on the requirements of [Texas Local Government Code, Chapter 252]. Products and services are contracted after having been subjected to either a competitive bid (IFB) or competitive proposal (RFP) process. Contracts are blanket type, usually for a term of two or three years. Use of HGACBuy for purchases by any End Users is strictly at the discretion of that entity. End Users issue their purchase orders to and pay directly the HGACBuy Contractor.



How to Become an End User?

Completing and Executing the ILC Steps for Completing and Executing the Interlocal Contract (ILC).



(/join/become-an-end-user)

Scope of HGACBuy's Professional Services

HGACBuy acts as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Developing specifications for competitive bids and proposals
- Soliciting vendor participation
- Conducting pre-bid/pre-proposal conferences

- Conducting public bid/proposal openings of responses
- Evaluating responses and making award recommendations
- Executing vendor contracts awarded by the H-GAC Board of Directors
- Maintaining contract information available through HGACBuy's Website
- Contract Administration

How to Become a Contractor?

All products and services offered through HGACBuy have been subjected to a competitive bid or proposal process, subsequently resulting in the award of a blanket contract(s). Becoming an HGACBuy Contractor requires that you go through that process with us when we do a procurement for the products and/or services which you offer.

Most of our contracts run for a term of two years, dictating that the procurement process for a product/service is undertaken on that same schedule, i.e. every two years.

[Click here \(/join/become-a-contractor\)](#) to know more about The HGACBuy Procurement Policy

How to Become an End User?

To become an End User and participate in purchasing through HGACBuy, you must:

Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service)

Possess legal authority to enter into the Contract.

The End User warrants that both requirements are fulfilled by execution of an Interlocal Contract (ILC).

[Click here \(/join/become-an-end-user\)](#) to know more about becoming an End User.

News & Events

[Contractor Orientation \(/events/Event-Details?eventid=325\)](/events/Event-Details?eventid=325)



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

FS12-19

Date
Prepared:

04/26/22

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Charleston	Contractor:	Atlantic Emergency Solutions
Contact Person:	Chad Jones	Prepared By:	Austin Eddy
Phone:	304-389-2002	Phone:	304-481-5967
Fax:		Fax:	
Email:	chad.jones@charlestonfire.com	Email:	aeddy@atlanticemergency.com

Product Code:	FS19VA09	Description:	4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping L
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$1,485,048.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$164,640.00
		Subtotal B:	\$164,640.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$0.00
		Subtotal C:	\$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0.00%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	1649688	=	Subtotal D:	\$1,649,688.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$2,000.00
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F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Preferred Customer Discount	-\$22,956.00		
100% Pre-Payment Discount			
Trade-in Allowance			
		Subtotal F:	-\$22,956.00

Delivery Date:	24 Months	G. Total Purchase Price (D+E+F):	\$1,628,732.00
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1 Resolution No. 639-22

2
3 Introduced in Council:

Adopted by Council:

4
5 May 2, 2022

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12
13 Resolution No. 639-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
14 Act ("ARPA") funds to YWCA Sojourner's Shelter in the total amount of \$313,606 and to execute
15 appropriate agreements establishing the terms and conditions imposed upon the recipient,
16 including ongoing duties for reporting on expenditure and programmatic activities and binding
17 covenants to spend funds in accordance with the purposes for which such funds were granted.

18
19 Be it Resolved by the Council of the City of Charleston, West Virginia:

20
21 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
22 funds to YWCA Sojourner's Shelter in the total amount of \$313,606 and to execute appropriate
23 agreements establishing the terms and conditions imposed upon the recipient, including
24 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
25 to spend funds in accordance with the purposes for which such funds were granted.

26 The grant is approved in full or in part based upon information submitted to the City in the
27 grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The
28 City Manager is directed to withhold grant funding to the grant recipient should the City
29 Manager determine that the grant recipient has failed to adhere to the obligations established
30 in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

[Print](#)**Submitted by:****Status:** Open**Priority:** Normal**Assigned To:** Jonathan Storage**Due Date:** Open**Attachments**

- [Deb's Signature and Signed Resolution.pdf](#) - 2021-12-15 03:07:09 pm

**American Rescue Plan Act (ARPA)****Funding Application****Non-Profit, Community Groups, Neighborhood Associations, and Businesses****APPLICATION DEADLINE: December 15th 2021**

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION*** Name of Project/Program:**

YWCA Sojourner's Shelter for Homeless Women and Families

*** Organization Name:**

YWCA of Charleston, WV. Inc

*** Address:**

1426 Kanawha Blvd, East Charleston, WV 25301

*** Primary Contact Person:**

Margaret Taylor

Title:

Program Director

* Phone:

* Email:

304-340-3553

mtaylor@ywcacharleston.org

Federal Tax ID:

55-035-7060

If applicable: DUNS Number:

072681976

To obtain a DUNS number please visit <https://fedgov.dnb.com/webform> After obtaining, please register your organization with the System for Award Management at <https://sam.gov/SAM/>

List the organization’s owner(s), Board of Directors, senior staff members, and other key members:

Board of Directors: President: Jeri Matheney Vice President: Sarah Brown Treasurer: Sarah Crouse Secretary: Leah Glover Morgan Beals Sarah Brown Dr. Gina Busch Sara Busse Amy King Condaras Kellie Conklin Marie Cook Sarah Crouse Ann Flynt Cecilia Ford Gretchen Frankenberry Belinda Fuller Leah Glover Megan Hannah Debra James Tricia Kingery Jeri Matheney Kameron Miller Azita Misaghi Jennifer Pharr Monrene Ross Emily Rogers Jennifer Vieweg Kate White Michelle Wittekind Gabriele Wohl Senior Staff: Debby Weinstein, Chief Executive Officer Jennifer Goddard, Chief Programming Officer Eva Jones, Human Resources Krista Hartley, Chief Financial Officer

Describe any partner organizations, their roles, and your relationship with them:

The YWCA of Charleston-Sojourner's Shelter for Homeless Women and Families is an active member of the Kanawha Valley Collective (KVC) and works collaboratively with the vast majority of agencies, groups, organizations, and churches in Charleston and throughout the Kanawha Valley. YWCA Sojourner's community partners includes: 1. City of Charleston – Long term partner in every aspect of the homeless services and programs, financially, in-kind, w/monthly meetings or as needed with EOC team meetings to combat COVID-19. 2. Covenant House - Make referrals to each other’s programs, share information, resources, and collaborate on a KVC-TGKVF grant. 3. Daymark/New Connection - Make referrals to each other’s programs, share information and resources regarding youth homelessness, and collaborate on a KVC-TGKVF grant. 4. Manna Meal - (mass food facility) make referrals to each other’s programs, share information, resources and, more importantly, they prepare and deliver food for individuals or families in our facility that tested positive for COVID during their CDC-required quarantine in a local hotel. 5. WV Health Right – Long term partner that provides COVID-19 testing, vaccines, make referrals for shelter staff and residents, addresses the medical needs of our residents, and a partner in a new H.E.A.L. grant. 6. WV Department of Health - provides trainings, guidance, updated CDC guidelines, testing, vaccines, and participates in weekly, monthly and/or as needed EOC meetings. 7. Religious Coalition for Community Renewal (RCCR) - Make referrals, share information and resources, houses men struggling with addiction, and provides lockers for people residing on the streets. 8. Roark-Sullivan Lifeway Center - Make referrals to each other’s programs and share information and resources. 9. Kanawha Valley Fellowship Home – Make referrals to each other’s programs and share information and resources. 10. Department of Health and Human Resources-Bureau for Behavioral Health (DHHR-BBH) -Sojourner's administers a collaborative grant between 8 of the 10 DHHR contracted shelters. Sojourner's provides financial guidance, trainings, and other supportive services to its partners to address the needs of families with children experiencing SED residing in homeless facilities. 11. Cabin Creek Health System - Partner with COVID-19 and KVC-State Opioid Response Grant. 12. United Way of Central WV-Make referrals, share information and resources, provide financial, 211, outreach and warming stations preparation. 13. YWCA - We partner with our sister programs to adequately address the needs of those we serve. 14. Salvation Army - Make referrals to each other’s programs, share information and resources, and provides space for warming stations and personal hygiene for street outreach. 15. We work closely with all local hospitals, substance abuse/mental health facilities, local schools, colleges, employers and faith-based programs.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested

* Total Program/Project Cost

Annual Organization Budget

\$313,606

\$356,106

\$1,675,478

Request Summary

1. Provide a narrative overview/summary of the request.

Topics that may be included but not limited to:

- a. Purpose and anticipated outcomes
- b. Individuals, entities, or communities served
- c. How the pandemic has necessitated this request
- d. Amount of any estimates and bids received to date

e. Timeline for project completion

YWCA Sojourner’s Shelter for Homeless Women and Families is community-based program with an outstanding 39-year history of creating and operating important community services programs and projects in Charleston, Kanawha, Clay and Boone counties. The mission of YWCA Sojourner's is to provide a safe, nurturing, and healthy environment and promote self-sufficiency. Sojourner's addresses the needs of the community's most vulnerable population by providing access to shelter in an environment of hope, dignity, and acceptance where resident can become actively engaged in an array of comprehensive services and receive the tools needed to reach their desired goals of recovery and achieving economic and housing stability. Sojourner's is a 75-bed licensed facility, providing services 24 hours per day, every day of the year to single women, women with children, men with custody of their children, Veterans, and intact families. In addition to the three essentials of food, clothing and shelter, we provide services such as crisis intervention, advocacy, case management, supportive counseling, education, employment skills training/placement, housing preparation, aftercare/follow up services and education and enrichment programs for children/youth. The COVID-19 pandemic is responsible for over 798,000 deaths in the United States alone. While that number is terrifying, there is an additional psychological toll that is just beginning to be understood. According to Journal of the American Medical Association (JAMA), “The necessary social distancing and quarantine measures . . . have significantly amplified emotional turmoil by substantially changing the social fabric by which individuals, families, communities, and nations cope with tragedy. The effect is multidimensional disruption of employment, finances, education, health care, food security, transportation, recreation, cultural and religious practices, and the ability of personal support networks and communities to come together and grieve” (2020). As a result of all of this turmoil, studies from the CDC have shown an increase in self-reported anxiety, depression, suicidal thoughts, and substance abuse. The homeless population that Sojourner’s serves already suffers from mental health and substance abuse at a higher rate than the general population. Prior to the pandemic, Sojourner’s provided supportive counseling to assist those residents suffering from mental health and substance abuse disorders however, since the pandemic, it has become apparent that residents need more than supportive counseling and a Licensed Therapist is needed. YWCA Sojourner's Shelter for Homeless Women and Families respectfully requests \$74,206 for year one, \$75,902 for year two, \$80,787 for year three, and \$82,711 for year four, for a total of \$313,606 to be used to support the cost of hiring a full-time Licensed Therapist and providing funds for program materials, supplies, and travel and training. This person will be located at Sojourner's to work on-site with the community's most vulnerable and challenging population, which is suffering from an increase in mental health and substance abuse disorders since the start of the COVID-19 pandemic. Since the pandemic, it has become apparent that providing supportive counseling is not enough and that a more in-depth approach is needed if we are to reach and be successful with individuals entering the facility who are experiencing serious mental illness, including those with co-occurring substance abuse use disorders, who become homeless, or are at risk of becoming homeless. We are seeing more individuals entering the facility experiencing these disorders, whereas we need a licensed Therapist, with focus on providing one-on-one sessions that promote emotional well-being, evidence-based programs, participant engagement in services, community-based prevention approaches, person-centered treatment intervention, and self-directed and/or recovery driven support services. This person will work flexible hours in order to meet the needs of those we serve. Without this service the streets of Charleston and other areas will be filled with untreated homelessness.

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

* 1. The funding will be used to:

- ☐ Start a new program/project
- ☐ Maintain an existing program/project
- ☒ Expand an existing program/project

* 2. If funded, will the program/project be completed within FY 2022?

- ☐ Yes
- ☒ No

If no, when is expected completion year?

This is an ongoing project

3. Which eligible ARPA Expenditure Category does this program/project represent (See <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for further details)? Please check all that apply:

- ☐ Public Health
- ☐ Negative Economic Impacts
- ☒ Services to Disproportionately Impacted Communities
- ☐ Premium Pay

- ☐ Infrastructure
- ☐ Other

4. Briefly describe the program/project funds are being requested for:

Funds are being requested to combat the increased number of challenges resulting from mental health and substance abuse disorders. Over the last two years, Sojourner's has seen a continued, marked increase in residents suffering from these disorders and the need for an on-site, licensed therapist has become crucial. The therapist will coordinate, enhance, and expand our efforts to provide both one-on-one and group therapy, provide initial assessments, document progress, make referrals, and oversee all mental health and addiction services for residents.

5. Describe the need for this program/project:

Since the COVID-19 pandemic, there has been a tremendous increase in the number of residents suffering from mental health and substance abuse disorders, as well as an increase in the severity of those disorders. The need for coordination, enhancement, and expansion of our services has become apparent. Last year, 46% of the individuals we served experienced mental health, substance abuse, and/or co-occurring disorders. The need for a Licensed Therapist is imperative if we are going to have a positive and lasting impact.

6. List other Charleston organizations in Charleston that address this need:

City of Charleston (CARES) project Cabin Creek Health Systems WV Health Right Presteria Center Highland Hospital

7. Describe the level of collaboration with other organizations on this program/project:

YWCA Sojourner's sees collaboration as growth. We plan to continue working and collaborating with all agencies and programs/projects providing similar services in order to best meet the needs of those we serve.

8. How will duplication of services be prevented?

YWCA Sojourner's is an active member of the Kanawha Valley Collective-Continuum of Care and we utilize the Homeless Management Information System (HMIS) to avoid duplication of services. Service Point is the system being used across all four Continuums of Care in West Virginia.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

Targeted population: Individuals experiencing serious mental health or substance abuse disorders, including those with co-occurring substance use disorders, who are experiencing homelessness or are at risk of becoming homeless. It is anticipated that the project will serve approximately 350 individuals each year.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

Services are provided without regard to race, color, national origin, religion, age, disability, political affiliation, sexual orientation, marital status, or socioeconomic status.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

This is a continuing activity, but has previously been on a much smaller scale and only provided a limited amount of supportive counseling was provided at a bachelor level. 97 participants were engaged and referred to mainstream treatment and support services necessary to address mental health or co-occurring substance abuse disorders.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

1. Approximately 350 unduplicated individuals per year will participate in counseling/therapy for a positive and lasting impact. 2. 77% of participants will improve their communication skills, coping skills, and behavior as a result of one-on-one and group sessions from a Licensed Therapist over the four year course of the grant. 3. 85% of participants will remain in the community and not be involuntarily hospitalized for mental health and substance abuse disorders.

Budget

* 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?

- ☒ Yes
- ☐ No

*** 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?**

☒ **Yes** ☐ **No**

3. If yes, explain from which entities and the amounts requested for each program/project.

Federal Emergency Management Agency (FEMA) \$12,272 Emergency Solutions Grant - COVID (ESG-CV) \$365,000 Community Development Block Grant - COVID (CDBG-CV) \$12,000 United Way - \$5,000

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

2021 2020 2019 DHHR (20) \$ 175,466 \$ 175,466 \$ 175,466 DHHR (48) \$ 35,640 \$ 35,640 \$ 35,640 Community Engagement Specialist \$ 40,000 \$ 40,000 \$ 40,000 State Opioid Response \$ 21,275 \$ 21,275 \$ - Peer to Peer/WVMHBG \$ 60,000 \$ 60,000 \$ 49,355 Community Development Block Grant \$ 9,000 \$ 9,000 \$ 10,000 Home4Good \$ 38,000 \$ 38,000 \$ 36,621 Federal Food \$ 15,000 \$ 28,000 \$ 35,000 Department of Education \$ 24,095 \$ 24,057 \$ 24,279 First Presbyterian Church \$ 6,000 \$ 9,000 \$ 8,000 CHOP Grant \$ 140,000 \$ 140,000 \$ 140,000 PATH \$ 33,500 \$ 33,500 \$ 31,000 United Way \$ 22,500 \$ 22,500 \$ 27,000 TGKVF # 1 \$ 27,500 \$ 27,500 \$ 27,500 TGKVF # 2 \$ 38,000 \$ - \$ 30,000 KVC-TGKVF \$ 15,125 \$ 15,125 \$ 15,125 HH Minority Affairs \$ - \$ 17,204 \$ - Dollar General \$ 15,000 \$ - \$ 15,000 Emergency Services Grant (ESG) \$ 54,000 \$ 40,000 \$ 41,999 McDonough Foundation Grant \$ 15,000 \$ - \$ - Unicare Grant \$ - \$ 10,000 \$ - Glotfelty Foundation \$ - \$ 20,000 \$ 15,000 Dow Foundation \$ - \$ 15,000 \$ 3,000 Other Government Support \$ 60,000 \$ 56,711 \$ 60,000

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

Over the four year course of the grant, the project expenses include the cost of salary for one full-time Licensed Therapist, at a total of \$217,549, benefits/taxes at a total of \$64,057, program materials at a total of \$13,000, supplies at a total of \$11,000, and travel & training at a cost of \$8,000.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

If this request is not approved, it would cause a hardship for the program but, more importantly, it would also cause a hardship for the community's most vulnerable population if these crucial services were not available.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

The YWCA Sojourner's Program Director is always focused on ways to increase the level of support from the community, including individuals, foundations, charitable organizations, new partnership opportunities, and through our fundraising efforts each year.

8. Briefly describe the organization’s fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

The YWCA of Charleston has a written Risk Management policy, as well as a Risk Management committee that meets as needed to address any emerging internal and external risks to the agency and discuss the best ways to mitigate those risks.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

The YWCA of Charleston has an accounting system, called Financial Edge, that tracks income and expenditures and generates financial reports by grant. These reports are reviewed by the CFO, Program Director, and Admin Grants Manager on a monthly basis. This process allows staff to identify any areas of potential financial non-compliance and make corrections.

REQUESTED BUDGET WORKSHEET
Revenue Source Projections

List all Estimated Funding for this Program/Project

*** Proposed City ARPA Funding**

Internal/Self-Funding

\$ 313,606

\$ 0

Donations/Other Fundraising

Government Grants/Other

\$ 0

\$ 42,500

* TOTAL REVENUE

\$ 356,106

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$ 217,549	\$ 36,306	\$253,855

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$ 64,057	\$ 6,194	\$ 70,251

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$ 0	\$ 0	\$ 0

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$ 13,000	\$ 0	\$ 13,000

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$ 0	\$ 0	\$ 0

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
----------------------------	---------------------------	--------------------------

\$ 11,000	\$ 0	\$ 11,000
-----------	------	-----------

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$ 8,000	\$ 0	\$ 8,000

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
\$ 313,606	\$ 42,500	\$356,106

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

For 109 years, YWCA of Charleston has provided a variety of services to a highly vulnerable population. The organization works to accomplish its mission through direct service, advocacy, and education. YWCA programs include YWCA Sojourner's Shelter for Homeless Women and Families, YWCA Racial Justice Programs, YWCA Mel Wolf Child Development Center, YWCA Shanklin Center for Senior Enrichment, YWCA Alicia McCormick Domestic Violence Transitional Housing, YWCA Past and Present Gently Used Clothing Store, and YWCA Resolve Family Abuse Program.

2. Provide the organization’s mission statement/purpose.

The YWCA of Charleston is dedicated to the mission of eliminating racism, empowering women and promoting peace, justice, freedom, and dignity for all.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

The Greater Kanawha Valley Foundation - Dr. Michelle Foster WV Development Office - Emergency Solutions Grant - Henry Alexander Hatfield (Lee Tabor) United Way of Central WV - Margaret O'Neil Dow Chemical - Renea Crozier First Presbyterian Church of Charleston - Rev. Dr. William Myers Kanawha Valley Collective - Traci Strickland

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

YWCA Sojourner's is an essential community-based program, which means we must be fully operational and addressing the needs of the community's most vulnerable citizens, regardless of any local, statewide, and/or national crisis. Sojourner's is a 75-bed facility, and COVID-19 has caused profound physical, mental and emotional stress on both the staff and residents, not to mention the financial impact. For safety reasons, our Education and Job Readiness Center was temporarily closed, although it is now fully operational. Sojourner's already operates on a shoestring budget and with the need for special, often expensive, cleaning supplies and the increasing cost of food and other everyday necessities, that budget has become stretched to the breaking point. Our community donations were also impacted by the pandemic, with our Friends of Sojourner's annual style show being cancelled and Guy's Night Out and Foodie Feast going virtual in an attempt to bring in some much needed funds.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

N/A

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

YWCA Sojourner's will be able to provide an invaluable, critical and much-needed service to the community's most vulnerable population. These services will aid in recovery from the COVID-19 pandemic by assisting homeless individuals suffering from mental health and substance abuse disorders to get the help they need. Additionally, once the individuals begin receiving the therapy they need to aid in their recovery, they will be better able to gain the education, knowledge, and skills needed to ensure long-term self-sufficiency and be on the road to becoming productive, tax-paying members of society instead of becoming another statistic.

THE APPLICANT UNDERSTANDS:

- *
☒ 1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as “confidential.”
- *
☒ 2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

THE APPLICANT CERTIFIES THAT:

- *
☒ 1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>
- *
☒ 2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.
- *
☒ 3. The information submitted to the City of Charleston (“City”) in this application, and substantially in connection with this application, is true and correct.
- *
☒ 4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
- *
☒ 5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.
- *
☒ 6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.
- *
☒ 7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.
- *
☒ 8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

* Signature	* Date
Debby Weinstein (signature is attached)	12/15/2021
Authorized representative of Applicant/Organization	Format: MM/DD/YYYY

* **PRINTED NAME:**

Debby Weinstein

* **TITLE OF APPLICANT:**

CEO

* **ORGANIZATION NAME:**

YWCA of Charleston, WV, Inc

Upload a File

Choose File

No file chosen

*

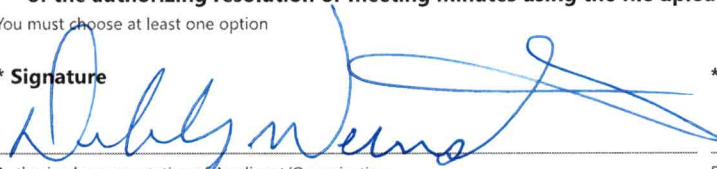
- ☒ 7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.

*

- ☐ 8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

You must choose at least one option

* Signature



Authorized representative of Applicant/Organization

* Date

MM/DD/YYYY

Format: MM/DD/YYYY

12/15/2021

* PRINTED NAME:

Debby Weinstein

* TITLE OF APPLICANT:

CEO

* ORGANIZATION NAME:

YWCA of Charleston, WV, Inc.

Upload a File

Choose File

No file chosen

Submit

Submission is disabled until all form errors have been corrected.

Board Resolution & Meeting Date:

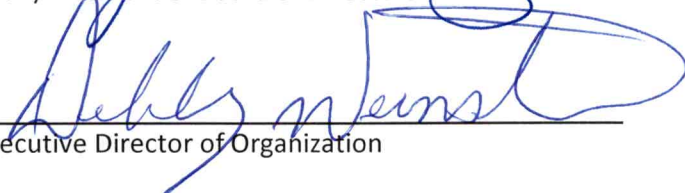
We have carefully read the information provided for the American Rescue Plan Act (ARPA) Grant Application form. We understand that the information provided in this application may be shared among other funding organizations. If we receive a grant, we agree to use the funds as specifically granted and spend the money within the time period allocated by the funder. We allow funders to use the information provided in this request for public relations and will mention the funders' support in any publicity our organization generates regarding the activity. (Sign ... in **blue** ink ... and date below to verify that the board of directors has approved the submission of this proposal.)



Chair/President of Board of Directors

12/15/2021

Date



Executive Director of Organization

12/15/2021

Date

Notice of Subaward

Subrecipient Name: YWCA of Charleston, West Virginia, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: M65CDU158DD7	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood Finance Director (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	Subaward Period of Performance: 5/1/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$313,606	Total Amount of Federal Funds obligated to the Subrecipient: \$765,403
Approved Budget Categories: EC 1.12 - Mental Health Services	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward 2. Subrecipient Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and YWCA of Charleston, West Virginia, Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 1426 Kanawha Boulevard East, Charleston, WV 25301 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated \$36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

- A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:
 - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
 - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
 - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
 - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
 - Fund payments are subject to Subpart F regarding audit requirements.
- D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.

- B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$313,606 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.
- B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:
 - 1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
 - 4. To make necessary investments in water, sewer, or broadband infrastructure;

And

- 1. Are described in the SOW; and
 - 2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.
- C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:
 - 1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
 - 2. Damages covered by insurance;
 - 3. Usage of funds as a deposit into any pension fund;
 - 4. Expenses that have been or will be reimbursed under any federal program;
 - 5. Debt service cost;
 - 6. Contributions to a “rainy day” fund; and
 - 7. Legal settlements
- D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager’s Office, 501 Virginia Street East, Charleston, WV 25301. To be

eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”
- E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been “obligated,” contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.
- F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.
- G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.
- H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

- I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

- A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.
- B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
 - June 30, 2022, due July 5, 2022
 - September 30, 2022, due October 5, 2022
 - December 31, 2022, due January 5, 2023
 - March 31, 2023, due April 5, 2023
 - June 30, 2023, due July 5, 2023
 - September 30, 2023, due October 5, 2023
 - December 31, 2023, due January 5, 2024
 - March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024
 - December 31, 2024, due January 5, 2025
 - March 31, 2025, due April 5, 2025

- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

- B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a “Final Project Report,” in which the Subrecipient shall describe the status of the Subrecipient’s implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.
- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

- A. In the event that the Subrecipient expends \$750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient’s audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.
- B. If the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

- C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.
- D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

- A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

For all procurements of \$250,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

- B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities

undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:
 - a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
 - b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
 - c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.
- B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, the YWCA of Charleston, WV will cover the cost associated with a Licensed Therapist to work on-site with shelter residents. COVID-19 has led to an increase in self-reported anxiety, depression, suicidal thoughts, and substance abuse among all populations. The homeless population that Sojourner's serves already suffers from mental health and substance abuse at a higher rate than the general population. Prior to the pandemic, Sojourner's provided supportive counseling to assist those residents suffering from mental health and substance abuse disorders, however, since the pandemic, it has become apparent that residents need more than supportive counseling and a Licensed Therapist is needed.

The Therapist position financed through ARPA funding will work on-site with the community's most vulnerable and challenging population, which is suffering from an increase in mental health and substance abuse disorders since the start of the COVID-19 pandemic. Residents served include those with co-occurring substance abuse use disorders, who become homeless, or are at risk of becoming homeless

The subrecipient projects that it will require a period of 4 years to fully implement the programs and successfully serve the affected population.

The objectives to be tracked through performance reports include:

- Number of residents served through individual or group counseling (# of residents/quarter)
- Percent of residents assisted who improve their communication skills, coping skills, and behavior as a result of one-on-one and group sessions (% of residents/quarter)
- Percent of residents assisted who remain in the community and not be involuntarily hospitalized for mental health and substance abuse disorders (% of residents/quarter)

Exhibit B – Project Budget

Item	Amount
Year 1 Therapist Salary	\$58,727
Year 2 Therapist Salary	\$60,314
Year 3 Therapist Salary	\$64,452
Year 4 Therapist Salary	\$66,242
Year 1 Therapist Benefits	\$15,479
Year 2 Therapist Benefits	\$15,588
Year 3 Therapist Benefits	\$16,335
Year 4 Therapist Benefits	\$16,469
Total Program Cost	\$313,606

Risk Assessment Tool	
Grantee Name:	YWCA of Charleston
Grant Program Name:	Resolve Family Abuse Program & Sojourner's Shelter
Grant #:	
Grant Amount:	\$451,797 & \$313,606
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A (select from drop down)	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	Yes	1	Numerous federal grants and congressional allocations
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	No	0	New Payroll System
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	Yes	1	Annual federal and state reporting/monitoring
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	Yes	1	

Available Total 14

Total Risk Score

12

LEGEND

High Risk	Less than	4
Medium High	Between	4-7
Medium Low	Between	8-11

1 Resolution No. 640-22

3 Introduced in Council:

5 May 2, 2022

7 Introduced by:

9 Joseph Jenkins

Adopted by Council:

Referred to:

Finance

12 Resolution No. 640-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to YWCA Resolve Family Abuse Program in the total amount of \$451,797
14 and to execute appropriate agreements establishing the terms and conditions imposed upon
15 the recipient, including ongoing duties for reporting on expenditure and programmatic
16 activities and binding covenants to spend funds in accordance with the purposes for which such
17 funds were granted.

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

21 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
22 funds to YWCA Resolve Family Abuse Program in the total amount of \$451,797 and to execute
23 appropriate agreements establishing the terms and conditions imposed upon the recipient,
24 including ongoing duties for reporting on expenditure and programmatic activities and binding
25 covenants to spend funds in accordance with the purposes for which such funds were granted.
26 The grant is approved in full or in part based upon information submitted to the City in the
27 grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The
28 City Manager is directed to withhold grant funding to the grant recipient should the City
29 Manager determine that the grant recipient has failed to adhere to the obligations established
30 in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

[Print](#)

Submitted by:

Status: Open

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open

Attachments

- [ARPA Board Res 12.15.21.pdf](#) - 2021-12-15 02:14:30 pm



American Rescue Plan Act (ARPA)

Funding Application

Non-Profit, Community Groups, Neighborhood Associations, and Businesses

APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

*** Name of Project/Program:**

Resolve Family Abuse Program ARPA

*** Organization Name:**

YWCA of Charleston Resolve Family Abuse Program

*** Address:**

1426 Kanawha Blvd. East

*** Primary Contact Person:**

Julie Britton Haden

Title:

Director

* **Phone:**

3043403554

* **Email:**

jhaden@ywcacharleston.org

Federal Tax ID:

550357060

If applicable: DUNS Number:

072681976

To obtain a DUNS number please visit <https://fedgov.dnb.com/webform> After obtaining, please register your organization with the System for Award Management at <https://sam.gov/SAM/>

List the organization’s owner(s), Board of Directors, senior staff members, and other key members:

President: Jeri Matheney Vice President: Sarah Brown Treasurer: Sarah Crouse Secretary: Leah Glover Morgan Beals Sarah Brown Dr. Gina Busch Sara Busse Amy King Condaras Kellie Conklin Marie Cook Sarah Crouse Ann Flynt Cecilia Ford Gretchen Frankenberry Belinda Fuller Leah Glover Megan Hannah Debra James Tricia Kingery Jeri Matheney Kameron Miller Azita Misaghi Jennifer Pharr Monrene Ross Emily Rogers Jennifer Vieweg Kate White Michelle Wittekind Gabriele Wohl YWCA Senior Staff Debby Weinstein, Chief Executive Officer Jennifer Goddard, Chief Programs Officer Eva Jones, Human Resources Director Krista Hartley, incoming Chief Financial Officer Lynn Fish, outgoing Chief Financial Officer Andrea Arbogast, Administrative Manager Shante Ellis, Racial Equity & Inclusion Director Julie Britton Haden, Director, Resolve Family Abuse Program Margaret Taylor, Director, Sojourners Shelter for Women and Families Kyla Nichols, Director, Shanklin and McCormick Homes Darlene Castelli, Director, Mel Wolf Child Development Center Haley Meade, Marketing Director Shannon Lester, Development Director Denise Avampato, Manager, Past & Present Gently Used Clothing Store

Describe any partner organizations, their roles, and your relationship with them:

Resolve is part of the Kanawha County VOCA Task Force. Local VOCA (Victims of Crime Act) funded programs have developed this working partnership in order to provide optimal services to victims of crime and to ensure that the rights of the victims are a priority. This collaboration includes many of the same agencies listed above, as well as The Counseling Connection and Western Regional CASA/TEAM for West Virginia Children. This group is made up of both Program Directors and Advocates. The Kanawha County VOCA Task Force has developed an Interagency Agreement that will take the place of the previous Memorandum of Understanding. Prior to COVID 19 the VOCA Task Force meets every other month to discuss best practices, emerging issues, and share learning opportunities to better serve all of our clients. The Task Force is currently meeting quarterly through an online meeting. Resolve is part of the Kanawha County STOP Team (Sheriff's Tactical Operations Patrol), which includes the Kanawha County Prosecuting Attorney's Office, Kanawha County Sheriff's Office, B.M.E.E.K., Charleston Police Department, and REACH (Rape Crisis Program). The STOP Team facilitates homeless prevention and promotes timely response systems. The STOP Team meets every other month online. The program also has a Memorandum of Understanding with Legal Aid of West Virginia, which provides direct and clinical assistance with issues specific to domestic violence, as well as housing concerns. Legal Aid is also part of the Kanawha County VOCA Task Force. Resolve has a Memorandum of Understanding with the WV Department of Health and Human Resources, which can offer assistance with housing and other resources. Resolve is an active participant in the Kanawha Valley Collective (KVC) which is a group of homeless service providers as well as others in the community who provide necessary supportive services to those experiencing homelessness. It is through this active collaboration that Resolve was able to start the new Rapid Rehousing program. Resolve also offers training to other members of the KVC on topics specific to domestic violence and trauma informed care. West Virginia State University (WVSU) partners with YWCA Resolve and REACH to prevent and respond appropriately to domestic violence regarding university students and employees. The Resolve Youth Services Coordinator is an active participant with WVSU’s freshman orientation program. At the beginning of each semester the Youth Services Coordinator acts as instructor providing an Impact and Dynamics of Domestic Violence for every incoming freshmen which includes an interactive training on domestic violence, teen dating violence prevention, and healthy boundaries. Resolve often takes part in on-campus activities aimed at sharing community resources. In addition, Resolve is always part of the WVSU Cares Day. During this day, students at WVSU come to Resolve’s emergency domestic violence shelter, Hope House, and spend the day doing various volunteer jobs. In the recent past Resolve has had the opportunity to host the WVSU Girls’ Basketball Team and the WVSU Tennis Team. Other formal collaborative partners include CAMC Women & Children's Hospital Child Advocacy Center and Women's Health Center of West Virginia, who provide medical treatment and assessment to victims as well as referrals to our program.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* **Funds Requested**

\$451,797

* **Total Program/Project Cost**

\$524,065

Annual Organization Budget

\$4,900,000

Request Summary

1. Provide a narrative overview/summary of the request.

Topics that may be included but not limited to:

- a. Purpose and anticipated outcomes
- b. Individuals, entities, or communities served
- c. How the pandemic has necessitated this request
- d. Amount of any estimates and bids received to date
- e. Timeline for project completion

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

* 1. The funding will be used to:

- ☐ Start a new program/project
- ☐ Maintain an existing program/project
- ☒ Expand an existing program/project

* 2. If funded, will the program/project be completed within FY 2022?

- ☐ Yes
- ☒ No

If no, when is expected completion year?

will continue after funding ends

3. Which eligible ARPA Expenditure Category does this program/project represent (See <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for further details)? Please check all that apply:

*

- ☒ Public Health
- ☒ Negative Economic Impacts
- ☒ Services to Disproportionately Impacted Communities
- ☐ Premium Pay
- ☐ Infrastructure
- ☐ Other

4. Briefly describe the program/project funds are being requested for:

This is a new grant source that is COVID-related. Shelter residents have been experiencing mental health and substance abuse disorders at a much higher rate post-COVID and the supportive counseling services we have offered in the past are no longer sufficient. We are requesting funding to cover the cost associated with a Licensed Therapist to work on-site with shelter residents. COVID has changed the way victims and survivors request assistance through the court system for emergency domestic violence protective orders. In coordination with the West Virginia Supreme Court victims and survivors now have the choice whether to request a protective order in person at the Kanawha County Courthouse or request and attending the follow up court hearings remotely therefore allowing for increased physical safety as well as less traffic in the court house.

5. Describe the need for this program/project:

The COVID-19 pandemic has had a major effect on lives, especially for victims and survivors of domestic violence. Many are facing challenges that can be stressful, overwhelming, and cause strong emotions in adults and children. Public health actions, such as social distancing, are necessary to reduce the spread of COVID-19, but they can make people feel isolated and lonely and can increase stress and anxiety. The goal of almost all those who use domestic violence against their partners is to isolate them from others. COVID has, in essence, helped perpetrators continue isolating their victims as many faced job losses and were home together more than ever. The things that kept many safe such as government mandated Stay At Home orders were devastating to others as home is not always a safe place. Many times the first people to realize that children and other victims were in danger were teachers. As children were being taught remotely for a large part of the pandemic that lifeline that many parents had was no longer there. For all of these emergency reasons plus the underlying destabilization that victims and survivors of domestic violence suffer while in the relationship AND bring with them once they leave, having a

full-time therapist is essential to the work we do at Resolve. Helping those we serve to improve their coping abilities and deal with stress in a healthy way will make our clients, the people you care about them, and those around them become more resilient. The second part of this project is the expansion of the State of West Virginia Supreme Court Remote Participation Program. One of the first COVID Hot Spots in Charleston was the Kanawha County Courthouse. All of Resolve's Domestic Violence Court Advocates were no longer allowed in the courthouse within a week of the first case and would not be allowed back into their offices until the second week of January 2021. Resolve saw the number of domestic violence safety orders requested go from an average of 275 per month to 7 within the first month. This project was fully realized because of the issues victims were having accessing the court system when many courthouses were closed to the public even if they were opened for emergencies. People often do not realize that having access to apply for a protective order is an emergency - even victims. The project will allow victims of domestic violence and sexual assault to file petitions for protective orders without going to a courthouse. The pilot also allows victims to attend follow-up hearings in magistrate court and family court virtually from a Resolve advocacy office, rather than in person, so they do not have to be in the same room with their abusers. Attorneys, clients, and advocates can use the system in which is both in the courtroom and at a safe space within the Resolve Family Abuse Program in cases which domestic violence is involved. Clients are able to talk more freely because they are at the Resolve office and was not in the physical presence of their abuser. The intimidation element is gone. Often in these cases, the testimony we have to elicit form our clients is essential to the case and is sometimes difficult to get with both the victim and abuser in the same room. The virtual system also allows the presentation of evidence via video just like it would be if everyone was in the same courtroom but with safe physical distance. This technology allows us the opportunity to help countless victims who may not feel comfortable moving forward with their hearing because they are in fear of coming face to face with their abuser and, in some cases, in fear for their lives. The use of remote technology during the COVID-19 pandemic has built our confidence and comfort in ensuring justice is delivered in a safe and secure way. Last year, the YWCA Resolve Court Advocates in Kanawha County facilitate 10% of the State's 10,000 requested domestic violence safety orders and personal safety orders. Resolve currently has three full-time and one part-time court advocate in Kanawha County. The Remote Participation Project has pulled one full-time advocate completely out of the courthouse and that advocate's full-time status is used facilitating hearings out of the Resolve office on the East End of Charleston. This leaves the courthouse underserved and makes the logistics of the Remote Participation Program challenging. The addition of the remote participation brings life-saving opportunities for victims and survivors but it also completely changes the way the Resolve Court Advocates do their jobs and the needs associated with the program eclipse what current staffing levels can maintain. The addition of another full-time staff member would allow that person to fill in the gaps that were left when an Advocate is pulled from the courthouse to attend hearings remotely. In addition, this position would offer support to remote participants, the remote advocate, provide advocacy to victims and survivors. In just the short time Resolve has been facilitating remote participation it is clear that having additional staff to better support client's needs is essential to making this project successful.

6. List other Charleston organizations in Charleston that address this need:

There are no other organization in Charleston that assist with the remote participation hearings for domestic violence victims and survivors. Victims and survivors of sexual assault can apply for and attend hearing in their cases using the same technology at the Rape Education, Advocacy, Counseling, and Healing (REACH) offices. Mental health services including cognitive behavioral therapy, group therapy, support group, and psychiatrist are essential to fully support the needs of those we serve. Resolve cannot meet every possible need our clients have and are enthusiastic partners with so many other groups that can help us provide a continuum of care that allows for the best possible outcomes for clients and programs. The new counseling position will need to collaborate with other providers who best meet the specific needs of each client. There will be some clients who are better served with more intensive therapy that includes medication and/or therapy provided by the same person prescribing. In such cases the proper referrals would take place.

7. Describe the level of collaboration with other organizations on this program/project:

There are multiple partners Resolve collaborates with in order to successfully operate the Remote Participation Project. Resolve partners with the State of West Virginia Supreme Court, Legal Aid, as well as quite a few offices within the Kanawha County Courthouse including the Magistrate Clerks Office, Family Court Judges support staff, Magistrates, Family Court Judges, and Magistrate support staff.

8. How will duplication of services be prevented?

As the need for services vastly outweighs the number of professionals providing free or low-cost mental health services for victims and survivors of domestic violence there will not be duplication of services. Resolve is the only domestic violence services provider with the remote technology and the partnership with the Supreme Court. Because of this there will be no duplication of services.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

The target recipients of both projects are victims and survivors of domestic violence regardless of gender. The program envisions serving 40 City of Charleston residents with counseling either individual or group each year for a total of 160 allowing that some of these will be repeat

clients. The Remote Participation Program expects to serve 260 residents of Charleston each year for a total of 1,040 with an allowance for less than 20 of those being repeat clients.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

Eligible clients are those persons regardless of gender, who are victims or survivors of domestic violence and intimate partner violence. Residents at Resolve’s 16 bed emergency domestic violence shelter would have the first opportunity to meet with Resolve’s therapist in order to quickly help solve some crisis related behaviors such as poor coping skills, acute anxiety, and/or post-traumatic stress disorder with the goal of providing short term coping mechanisms to help them stay stably housed within the shelter for the short term and not return to the abuser. A treatment plan can then be determined with input from each client and the therapist based on the client’s individualized needs. Program participants from other parts of the program will be seen as well as referrals from other providers or the survivors themselves. While Resolve covers Kanawha, Boone, and Clay Counties most of those who are currently provided counseling with the part-time therapist are from Kanawha County. It is expected that this will continue to be the case with a full-time therapist as well. Anyone applying for a protective order may choose to file for the emergency order with the Resolve Advocates either at Kanawha County Court or at the Resolve site. After the emergency order has been temporarily accepted by the Magistrate Court, the petitioner, who is also usually the victim, can request that they attend the follow-up hearing in Family Court remotely at Resolve. Because the Remote Participation Program is only operable in Kanawha County all attendees are from Kanawha County.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

This is not a continuing activity.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

Of the clients receiving therapy 75% will report improvement in at least two areas of their lives they have identified as problematic. Of those attending the Remote Participation Project 75% will have learned more about safety planning and other community resources as a result of their time with the Resolve advocate.

Budget

* 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?

☐ Yes ☒ No

* 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?

☒ Yes ☐ No

3. If yes, explain from which entities and the amounts requested for each program/project.

The Greater Kanawha Valley Foundation \$5,250 Emergency Solutions Grants \$175,000 Community Development Block Grant CV1 \$5,000 Community Development Block Grant CV2 \$10,000 The United Way \$5,000

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

Grant Awards and Statuses 2019-2022 The Emergency Food and Shelter Program (TEFAP) – FEMA 7/1/19 – 6/30/20 \$5,000 Inactive 7/1/20 – 6/30/21 \$5,000 Inactive 7/1/21 – 6/30/22 \$5,000 Active United Way – United Way 1/1/19 – 12/31/20 \$25,000 Inactive Did not receive funding from 1/1/21-12/31/22 1/1/2022-12/31/2023 \$25,000 Not yet active 1st Presbyterian – Mission Division: First Presbyterian Church 3/1/19 – 2/28/20 \$7,000 Inactive 7/1/21 – 6/30/22 \$7,000 Active Emergency Solutions Grant – State Emergency Solutions Grants Rapid Rehousing 10/1/20 – 9/30/21 \$12,000 Inactive 10/1/21 – 9/30/22 \$22,500 Active Emergency Solutions Grant COVID – State ESG COVID 2/1/21 – 1/30/22 \$175,000 Active Community Development Block Grant – Mayor’s Office of Economic and Community Development – City of Charleston 7/1/19 – 6/30/20 \$5,000 Inactive 7/1/20 – 9/30/21 \$5,000 Inactive Community Development Block Grant KVC – Mayor’s Office of Economic and Community Development – City of Charleston 12/20/19 – 12/19/20 Reimbursement based on needs Inactive 12/19/20 – 7/31/22 Reimbursement based on needs Active Community Development Block Grant COVID – Mayor’s Office of Economic and Community Development – City of Charleston 8/1/20 – 7/31/22 \$15,000 (combined) Active Supreme Court – WV Supreme Court of Appeals 10/1/19 – 9/30/20 \$18,357 Inactive 10/1/20 – 9/30/21 \$18,250 Inactive 10/1/21 – 9/30/22 \$18,352 Active Title XX – Department of Health and Human Resources 7/1/19 – 6/30/20 \$403,318 Inactive 7/1/20 – 6/30/21 \$431,821 Inactive 7/1/21 – 6/30/22 \$417,346 Active Victims of Crime Act – Division of Justice and Community Service 10/1/19 – 9/30/20 \$233,505 Inactive 10/1/20 - 9/30/21 \$321,378 Inactive 10/1/21 – 9/30/22 \$417,346 Active LAV – WV Coalition Against Domestic Violence 10/1/19 – 9/30/20 Inactive BBCF – Boone County Community Foundation 10/1/19 – 9/30/20 Inactive GVKF – The Greater Kanawha Valley Foundation 7/1/19 – 6/30/22 \$66,750 Active GVKF COVID – The Greater Kanawha Valley Foundation 7/1/20 – 6/30/21 \$5,250 Inactive Verizon – Verizon Foundation 2019-2020 \$20,000 Inactive Bass Family

Foundation – Bass Family Foundation 7/1/20 – 6/30/21 \$5,000 Deadline extended Active HUD – U.S. Department of Housing and Urban Development (CoC) Rapid Rehousing 11/1/19 – 10/31/20 \$154,323 Inactive 11/1/20 – 10/31/21 \$220,347 Inactive 11/1/21 – 10/31/22 \$217,683 Active

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

Counselor	Year 1	Year 2	Year 3	Year 4	Total	Salary	\$52,000	\$53,560	\$55,167	\$56,822	\$217,549	Benefits	\$13,706	\$13,842	\$13,982	\$14,127
							\$55,657									
Counselor Total							\$65,706	\$67,402	\$69,149	\$70,949	\$273,206	Court Advocate	Salary	\$31,200	\$32,136	\$33,100
														\$34,093	\$130,529	
Benefits							\$11,891	\$11,972	\$12,056	\$12,143	\$48,062	Court Ad. Total		\$43,091	\$44,108	\$45,156
														\$46,236	\$178,591	TOTAL
							\$114,305	\$117,185	\$451,797							\$108,797
																\$111,510

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

If this request is not fully funded then Resolve is only able to hire a part-time counselor leaving many of the requests for therapy unmet. Without this funding for the additional court advocate, we will continue to struggle to fully meet the needs of those who wish to attend their hearings remotely. It is important to note that the issues we are encountering here in Kanawha County are only because of the number of people requesting emergency protective orders and not a flaw in the overall system. In counties serving smaller numbers of victims and survivors with fewer magistrates and family court judges they do not, to date, have the same needs as Resolve is seeing in Kanawha County.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

By the end of the 2026 grant completion cycle both these new positions will be incorporated into other grant resources by slowly adjusting other budgets to incorporate these changes.

8. Briefly describe the organization’s fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

All revenues & expenses are recorded using the accrual basis of accounting. The agency has a Cash Management Policy which specifies purchasing authority levels, cash handling procedures & internal controls. The agency also is subject to an annual audit performed by an outside accounting firm in accordance with auditing standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Monthly, the agency issues both a Statement of Functional Expense Report & Statement of Financial Position, as well as Program-specific Statement of Functional Expenses, that are reviewed by the Chief Financial Officer with the YWCA Board Treasurer and Board of Directors. Additionally, a Statement of Functional Expense Report at the grant/funding source level are issued and reviewed by the Program Directors & Grant Managers to ensure that all revenues & expenses are recorded and allocated properly.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

The YWCA of Charleston has an accounting system, called Financial Edge, which tracks income and expenditures and generates financial reports by grant. These reports are reviewed by the CFO, Program Director, and Admin Grants Manager on a monthly basis. This process allows staff to identify any areas of potential financial non-compliance and make corrections.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
\$451,797	
Donations/Other Fundraising	Government Grants/Other
\$20,000	\$52,268
* TOTAL REVENUE	
\$524,065	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$348,078		\$348,078

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$103,719		\$103,719

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$0	\$0	\$0

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$0	\$20,000	\$20,000

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$0	\$0	\$0

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$0	\$52,268	\$52,268

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$0	\$0	\$0

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
\$451,797	\$72,268	\$524,065

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

For 100 years, YWCA Charleston has provided a variety of services to highly vulnerable populations in Boone, Clay, and Kanawha counties to address systemic issues that lead to cycles of violence, poverty, substance use disorder, and homelessness. Each year, programs provide shelter/housing, counseling, education, advocacy, and nourishment for almost 10.000 individuals. The goals of every YWCA Charleston program is to provide each client with resources and tools they need to live self-sufficiently and with dignity. YWCA Charleston programs include Sojourner’s Shelter for Homeless Women and Families, Racial Inclusion and Equity Program, Sojourner’s Job Readiness Center, Mel Wolf Child Development Center, Shanklin center for Senior Enrichment, Alicia McCormick Transitional Housing, Past and Present Gently Used Clothing Store and Resolve Family Abuse Program. The goal of the YWCA Resolve Family Abuse Program is to eliminate domestic violence by encouraging social and institutional change through leadership, education, empowerment, and community collaboration. Resolve strives to provide safety to victims through the provision of emergency shelter and comprehensive support services and seeks to empower survivors to make life choices in a violence-free atmosphere. Some of these services include: Safe House – Hope House provides safe, temporary shelter for sixteen individuals and children regardless of gender. Hope House is open 24 hours a day, 365 days a year and staffed by trained advocates. During their stay residents receive emergency housing, meals, case management, resource information and referrals, personal advocacy, transportation, and housing relocation/placement support. Pet Shelter – The RUFFuge at Hope House is the first of its kind in West Virginia. The RUFFuge at Hope House is a shelter on the grounds of Hope House dedicated to the pets that accompany survivors to safe house. Each room is individually decorated, has their own heating and cooling, a TV, and a doggy door leading to individual runs. 24 Hour Crisis Hotline and Chat – The crisis hotline and crisis chat, staffed by trained advocates 24 hours a day, 365 days a year provides crisis intervention, safety planning, resources information and referrals. Outreach Services – Outreach offices located in Boone and Clay counties provide support, court advocacy, and information and referrals. Court Advocacy – Court advocates assisted victims and survivors obtaining protective orders, preparing safety plans, personal and legal advocacy, and attending Family and Magistrate court hearings. Rapid ReHousing – This program is a solution to DV survivor’s homelessness which is designed to help clients quickly return to permanent housing. Teen Dating Violence Awareness Program – The Youth Services Coordinator/Teen Dating Specialist provides workshops which promote healthy relationships and awareness about the dynamics of power and control in relationships. The thrust of this initiative is to promote generational change in attitudes toward intimate partner relationships. Monitored Visitation & Exchange – This program provides a safe, neutral location for families involved in high-conflict custody cases and domestic violence to exchange children for visitation. Ending Violence through Education (EVE) – A program to help women understand the violence in their lives and relationships. Participants of EVE are those who have either chosen to use violence in the form of battering or have used reactive violence as self-defense against their abusers. Participants learn the scope of violence, its impact on emotional and physical well-being, and the skills to promote healthy change. Therapeutic Counseling – Counselors and Support Specialists offer crisis counseling and support groups to survivors.

2. Provide the organization’s mission statement/purpose.

The mission of YWCA Charleston is; YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

Henry Hatfield, ESG Program Specialist, WVCAD lee.g.tabor@wv.gov Derek Vance, Grants Specialist, the Greater Kanawha Valley Foundation dvance@tgkvf.org Tonia Thomas and Joyce Yedlosky, CoDirectors, WV Coalition Against Domestic Violence tonia@wvcadv.org and joyce@wvcadv.org Traci Strickland, Executive Director, Kanawha Valley Collective kanawhavalleycollective@yahoo.com

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

Resolve has worked with local experts, including an epidemiologist, to update our policies, procedures, and protocols to reflect the current best practices from the CDC in regards to COVID and ensure that both staff and residents follow those protocols whether they involve masks, social distancing, and any other protective measures. All current staff were urged to be vaccinated when the vaccine became available and 98% of Resolve staff are vaccinated. Resolve is currently only hiring new staff who have either already been vaccinated or are willing to do so after accepting the position. All sites providing face-to-face services have remained on a strict disinfection schedule. Despite the pandemic, this program continue with all vital services remaining intact (with a few adjustments to address safety concerns0 including one-on-one counseling, support group, case management, Rapid ReHousing, court advocacy both in person and remotely, the Monitored Visitation & Exchange Program , and the 24 hours crisis hotline and chat. In addition, through a partnership with Health Right, the YWCA programs have continued to offer on-site testing for clients and staff on multiple occasions. Another partnership with Cabin Creek Health System also provides weekly wellness checkups, sick visits, and mental health services for Resolve clients. The COVID pandemic has not decreased the need to the services we offer and the YWCA of Charleston Resolve Family Abuse Program is dedicated to those we serve and has not closed or ceased providing services to those most vulnerable among us.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

Funds are not being requested to replace revenue lost due to COVID.

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

Funding a full-time counselor and full-time court advocate through the ARPA grant will enable YWCA Resolve Family Abuse Program to provide a more individualized and time-considerate means of service in the areas of therapy and court advocacy. By having a counselor on-site during normal business hours, counseling and therapy will become more accessible to the residents living in our safe house. Meeting our clients where they are and in their exact time of need is a high priority of trauma-informed care. By offering counseling services with a wider span of availability, those individuals living in the safe house will be met with flexibility that considers their goals and commitments during scheduling. Rather than referring our clients to outside resources to avoid wait times, the volume of clients utilizing our counseling services will increase, while simultaneously cutting back on unnecessary exposure to the public during the COVID-19 pandemic. In response to the needs of our community, YWCA Resolve Family Abuse Program recently introduced its participation in the Remote Participation Project, serving as a safer alternative for survivors to fill out a Domestic Violence Protective Order and also attend the decision hearing remotely. The full-time court advocate whose salary will be funded through ARPA will be splitting their time between the Kanawha County Courthouse and our activities building where the pilot project is stationed. This position will serve as another advocate at court to assist with filings and hearings while also serving as an assistant to the pilot project advocate. At the courthouse, adding a third advocate with our current staff will increase the volume of clients we serve while also practicing social distancing and avoiding crowded spaces with one advocate trying to serve multiple clients at once. In regards to the Remote Participation Project, their role as the assistant to the advocate will increase organization with consultations and hearing schedules. While the Remote Participation Project advocate is meeting with a client or attending a hearing, the assistant will be collaborating with the following clients who are scheduled next.

THE APPLICANT UNDERSTANDS:

*

- ☒ **1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as “confidential.”**

*

- ☒ **2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.**

THE APPLICANT CERTIFIES THAT:

*

- ☒ **1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>**

*

- ☒ **2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.**

*

☒ 3. The information submitted to the City of Charleston (“City”) in this application, and substantially in connection with this application, is true and correct.

*

☒ 4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.

*

☒ 5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.

*

☒ 6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

*

☒ 7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.

*

☒ 8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

* Signature

* Date

Julie Britton Haden	12/15/2021
Authorized representative of Applicant/Organization	Format: MM/DD/YYYY

* PRINTED NAME:

Julie Britton Haden

* TITLE OF APPLICANT:

Director, Resolve Family Abuse Program

* ORGANIZATION NAME:

YWCA of Charleston

Upload a File

Choose File

 No file chosen

Board Resolution & Meeting Date:

We have carefully read the information provided for the American Rescue Plan Act (ARPA) Grant Application form. We understand that the information provided in this application may be shared among other funding organizations. If we receive a grant, we agree to use the funds as specifically granted and spend the money within the time period allocated by the funder. We allow funders to use the information provided in this request for public relations and will mention the funders' support in any publicity our organization generates regarding the activity. (Sign ... in **blue** ink ... and date below to verify that the board of directors has approved the submission of this proposal.)



Chair/President of Board of Directors

12/15/2021

Date



Executive Director of Organization

12/15/2021

Date

Notice of Subaward

Subrecipient Name: YWCA of Charleston, West Virginia, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: M65CDU158DD7	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood Finance Director (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	Subaward Period of Performance: 5/1/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$451,797	Total Amount of Federal Funds obligated to the Subrecipient: \$765,403
Approved Budget Categories: EC 1.12 - Mental Health Services	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward 2. Subrecipient Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and YWCA of Charleston, West Virginia, Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 1426 Kanawha Boulevard East, Charleston, WV 25301 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated \$36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

- A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:
 - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
 - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
 - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
 - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
 - Fund payments are subject to Subpart F regarding audit requirements.
- D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.

- B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$451,797 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.
- B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:
 - 1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
 - 4. To make necessary investments in water, sewer, or broadband infrastructure;

And

- 1. Are described in the SOW; and
 - 2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.
- C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:
 - 1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
 - 2. Damages covered by insurance;
 - 3. Usage of funds as a deposit into any pension fund;
 - 4. Expenses that have been or will be reimbursed under any federal program;
 - 5. Debt service cost;
 - 6. Contributions to a “rainy day” fund; and
 - 7. Legal settlements
- D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager’s Office, 501 Virginia Street East, Charleston, WV 25301. To be

eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”
- E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been “obligated,” contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.
- F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.
- G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.
- H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

- I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

- A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.
- B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
 - June 30, 2022, due July 5, 2022
 - September 30, 2022, due October 5, 2022
 - December 31, 2022, due January 5, 2023
 - March 31, 2023, due April 5, 2023
 - June 30, 2023, due July 5, 2023
 - September 30, 2023, due October 5, 2023
 - December 31, 2023, due January 5, 2024
 - March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024
 - December 31, 2024, due January 5, 2025
 - March 31, 2025, due April 5, 2025

- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

- B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a “Final Project Report,” in which the Subrecipient shall describe the status of the Subrecipient’s implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.
- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

- A. In the event that the Subrecipient expends \$750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient’s audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.
- B. If the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

- C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.
- D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

- A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

For all procurements of \$250,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

- B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities

undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:
 - a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
 - b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
 - c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.
- B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, the YWCA of Charleston, WV will cover the cost associated with a Licensed Therapist and Court Advocate to work on-site with shelter residents. COVID has changed the way victims and survivors request assistance through the court system for emergency domestic violence protective orders. In coordination with the West Virginia Supreme Court victims and survivors now have the choice whether to request a protective order in person at the Kanawha County Courthouse or request and attending the follow up court hearings remotely therefore allowing for increased physical safety as well as less traffic in the courthouse.

As there are no organizations in Charleston that currently assist with the remote participation hearings for domestic violence victims and survivors, this will be a primary service provided through the funding. Additional mental health services including cognitive behavioral therapy, group therapy, support group, and psychiatrist will also be provided to fully support the needs of those served.

The subrecipient projects that it will require a period of 4 years to fully implement the programs and successfully serve the affected population.

The objectives to be tracked through performance reports include:

- Number of residents served through individual or group counseling (# of residents/quarter)
- Number of residents assisted with the remote participation program (# of residents/quarter)
- Percent of residents assisted who report an improvement in at least two areas of life identified as problematic (% of residents/quarter)
- Percent of residents assisted who learn more about safety planning and other community resources (% of residents/quarter)

Exhibit B – Project Budget

Item	Amount
Year 1 Therapist Salary	\$52,000
Year 2 Therapist Salary	\$53,560
Year 3 Therapist Salary	\$55,167
Year 4 Therapist Salary	\$56,822
Year 1 Therapist Benefits	\$13,706
Year 2 Therapist Benefits	\$13,842
Year 3 Therapist Benefits	\$13,982
Year 4 Therapist Benefits	\$14,127
Year 1 Court Advocate Salary	\$31,200
Year 2 Court Advocate Salary	\$32,136
Year 3 Court Advocate Salary	\$33,100
Year 4 Court Advocate Salary	\$34,093
Year 1 Court Advocate Benefits	\$11,891
Year 2 Court Advocate Benefits	\$11,972

Year 3 Court Advocate Benefits	\$12,056
Year 4 Court Advocate Benefits	\$12,143
Total Program Cost	\$451,797

Risk Assessment Tool	
Grantee Name:	YWCA of Charleston
Grant Program Name:	Resolve Family Abuse Program & Sojourner's Shelter
Grant #:	
Grant Amount:	\$451,797 & \$313,606
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A (select from drop down)	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	Yes	1	Numerous federal grants and congressional allocations
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	No	0	New Payroll System
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	Yes	1	Annual federal and state reporting/monitoring
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	Yes	1	

Available Total 14

Total Risk Score

12

LEGEND

High Risk	Less than	4
Medium High	Between	4-7
Medium Low	Between	8-11

1 Resolution No. 641-22

3 Introduced in Council:

5 May 2, 2022

7 Introduced by:

9 Joseph Jenkins

Adopted by Council:

Referred to:

Finance

13 Resolution No. 641-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
14 Act ("ARPA") funds to WV Symphony Orchestra in the total amount of \$200,000 and to execute
15 appropriate agreements establishing the terms and conditions imposed upon the recipient,
16 including ongoing duties for reporting on expenditure and programmatic activities and binding
17 covenants to spend funds in accordance with the purposes for which such funds were granted.

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

21 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
22 funds to WV Symphony Orchestra in the total amount of \$200,000 and to execute appropriate
23 agreements establishing the terms and conditions imposed upon the recipient, including
24 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
25 to spend funds in accordance with the purposes for which such funds were granted. The grant
26 is approved in full or in part based upon information submitted to the City in the grant
27 recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The City
28 Manager is directed to withhold grant funding to the grant recipient should the City Manager
29 determine that the grant recipient has failed to adhere to the obligations established in the
30 agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

[Print](#)

Submitted by:

Status: Open

Assigned To: Jonathan Storage

Priority: Normal

Due Date: Open

Attachments

- [WVSO BoardResolutionLettersofSupport.pdf](#) - 2021-12-15 10:50:54 am
- [WVSO BoardResolutionLettersofSupport.pdf](#) - 2021-12-15 10:44:10 am



American Rescue Plan Act (ARPA)

Funding Application

Non-Profit, Community Groups, Neighborhood Associations, and Businesses

APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

*** Name of Project/Program:**

Community Vibrancy Through Orchestral Music: the West Virginia Symphony Orchestra 2022-2023 Season

*** Organization Name:**

West Virginia Symphony Orchestra, Inc.

*** Address:**

4700 MacCorkle Avenue SE, Suite 101, Charleston, WV 25304

*** Primary Contact Person:**

Jessica Westfall

Title:

Development Director

* Phone:

* Email:

3049579879

jwestfall@wvsymphony.org

Federal Tax ID:

55-0339426

If applicable: DUNS Number:

16286686

To obtain a DUNS number please visit <https://fedgov.dnb.com/webform> After obtaining, please register your organization with the System for Award Management at <https://sam.gov/SAM/>

List the organization’s owner(s), Board of Directors, senior staff members, and other key members:

WVSO Board of Directors Chair: Cindy S. McGhee (Wealth Advisor, Buckingham Strategic Wealth) Secretary: The Honorable Jim Douglas (Family Court Judge, Eleventh Family Court Circuit, West Virginia) Treasurer: Tim Quinlan (Executive Vice President, Retail Banking, City National Bank) Members: Gene Bailey (Attorney, Hendrickson & Long PLLC), Thomas Bailey, Patrick A. Bond, Julie Chincheck (Partner, Bowles Rice), Jack Dever (Chief Technology Officer, MATRIC), Stephen P. Dexter(retired, CEO, Thomas Health), Ryan Donovan (Attorney, Hissam Forman Donovan Ritchie, PLLC), John Elliot (CEO & President, American Medical Facilities Management), Laura D. Ellis (retired, United Bank), A.L. Emch (Counsel, Jackson Kelly PLLC), Sharon O. Flanery (Member, Chair, Energy & Natural Resources Dept., Steptoe & Johnson, PLLC), Dr. Daniel S. Foster, Dr. John L. Fuller, Skip Gebhart, Craig Glover (President/CEO, FamilyCare Health Centers), Priscilla Haden, Emily Hopta (WVDHHR, Office of Communications), Stephen M. Hopta, Esq.; Keith Jackson (Dean of the College of Creative Arts, West Virginia University), Ruth Joseck, Dr. Steven J. Jubelirer (MD, Hematology/Oncology, Charleston Area Medical Center), Michael L. Klausing (President, West Virginia Symphony Chorus), Adam Krason (Principal, ZMM Architects & Engineers), Richard Lewis, II (Member, Steptoe & Johnson, PLLC); Charles M. Love, III (Counsel, Bowles Rice); Emilie Love (Vice President, Executive Banking Officer, United Bank), Sallie McClaugherty, Callen McJunkin, Rebecca R. McPhail (President, West Virginia Manufacturers Association), Pat Moyers, Shelia Neal, Mary Ann Osbourne (Chairman, West Virginia Symphony Orchestra – Parkersburg), Randall Reid-Smith (Curator, West Virginia Department of Arts, Culture & History), Melissa Ruddle (Chair, Clay Center Board of Directors), Dr. Francis Saldanha (MD, Anesthesiology and Pain Medicine, Francis M. Saldanha Clinic), Patricia Schumann (Vice President for University Advancement, West Virginia State University), Yolanda Tam (Managing Member, Executive Benefits & Estates), Andrew Teeter (Senior Vice President, USI Insurance Services), N. Andrew Vaughan (MD, Cardiology, Associate Professor, Marshall Health), Phil Washington (spokesperson, West Virginia Lottery, adjunct faculty, West Virginia State University) Senior Staff Members President: Joe Tackett Music Director: Lawrence Loh Vice President of Operations: Betty King

Describe any partner organizations, their roles, and your relationship with them:

- The Charleston Ballet: annual co-production of The Nutcracker.
- International Alliance of Theatrical Stage Employees, Local 136: contracted stagehand and technical support for full WVSO season and add-on events.
- West Virginia Department of Arts, Culture and History: helps provide a direct link between the WVSO and West Virginia artists who provide programmatic support for Symphony Sunday. Partner in presenting annual Young People's Concerts at The Culture Center.
- The Clay Center for Arts & Sciences of WV: official performance hall of the WVSO. The WVSO contracts a minimum of 10 concerts within the Maier Foundation Performance Hall every season as well as payment for the use of the Grand Lobby, Walker Theater, use of the Founder's Lounge, and other areas of the Clay Center for WVSO events.
- West Virginia Public Broadcasting: close partner of the WVSO providing general marketing support, contracting commercial time, airing monthly rebroadcasts of Symphony concerts, and most recently, producing aired television concerts of the WVSO (during the pandemic).
- Fund for the Arts (FFA): service organization providing financial and operational support to member arts organizations. FFA also provides marketing support throughout the WVSO season.
- West Virginia Youth Symphony (WVYS): official youth orchestra partner to the WVSO. Partnership includes gifted office space from the WVSO to the WVYS, several WVYS performances with the WVSO annually, and a close relationship with the WVSO String Partnership Program in Kanawha County.
- Ticket Town: ticket partner of the WVSO, Ticket Town provides tickets to children and youth groups to experience Symphony concerts with an emphasis on serving underserved and/or underrepresented groups.
- WCHS, WSAZ, WOWK, Charleston Gazette-Mail: media partners of the WVSO providing marketing and feature story support allowing the WVSO to reach a wider audience.
- Kanawha County String Education Partnership: with assistance from Kanawha County Schools, the WVSO administers its String Education Program in elementary, middle, and high schools in Kanawha County. Students can loan an instrument (bass, cello, viola, or violin) and necessary equipment for the school year while receiving free instrument instruction at their school from musicians in the community including WVSO musicians.
- Andrew & Amy Vaughan Fellowship: competitive annual learning fellowship for selected high school student offering a season of intensive music study with a WVSO musician.
- Symphony Sunday partners, the following community groups assist with the annual free event:
- University of Charleston: official grounds partner
- West Virginia Symphony League Committee: volunteer committee dedicated to providing logistical, financial, programmatic, and volunteer support
- The Tamarack Foundation for the Arts: programmatic support
- Sound Rental Service: logistical support
- FestivALL: logistical and marketing support

Kanawha Valley Community Band: Symphony Sunday performing ensemble • The Brass Band of the Tri-State: Symphony Sunday performing ensemble • The Kanawha Kordsmen: Symphony Sunday performing ensemble • Charleston Metro-Band: Symphony Sunday performing ensemble • St. George's Orthodox Church: Symphony Sunday concession vendor • Ellen's Homemade Ice Cream: Symphony Sunday concession vendor • Mountain State Beverage: Symphony Sunday concession vendor • The Shape Shop: Symphony Sunday concession vendor • Cat-a’s Jewelry: Symphony Sunday artisan vendor • Purple Ferret Photos: Symphony Sunday artisan vendor • Hep Catz Design: Symphony Sunday artisan vendor • Cleanse Crafters: Symphony Sunday artisan vendor • Notorious Notions: Symphony Sunday artisan vendor • Bead Girl: Symphony Sunday artisan vendor

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
200,000.00	892,272.00	2,453,759.00

Request Summary

1. Provide a narrative overview/summary of the request.

Topics that may be included but not limited to:

- a. Purpose and anticipated outcomes
- b. Individuals, entities, or communities served
- c. How the pandemic has necessitated this request
- d. Amount of any estimates and bids received to date
- e. Timeline for project completion

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

* 1. The funding will be used to:

- ☐ Start a new program/project
- ☐ Maintain an existing program/project
- ☒ Expand an existing program/project

* 2. If funded, will the program/project be completed within FY 2022?

- ☐ Yes
- ☒ No

If no, when is expected completion year?

FY2023 (June 30, 2023)

3. Which eligible ARPA Expenditure Category does this program/project represent (See <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for further details)? Please check all that apply:

*

- ☐ Public Health
- ☒ Negative Economic Impacts
- ☒ Services to Disproportionately Impacted Communities
- ☐ Premium Pay
- ☐ Infrastructure
- ☐ Other

4. Briefly describe the program/project funds are being requested for:

The West Virginia Symphony Orchestra respectfully requests \$200,000 in support of its 2022-2023 season. Use of the funds will be applied to expenses of 6 symphonic and 4 pops concerts that occur in Charleston, WV, the annual co-production of The Nutcracker, as well as the annual free community event, Symphony Sunday. With ARP funding from the City of Charleston, the WVSO will not only maintain its existing programs, but will schedule special outreach ensemble performances serving the West Side of Charleston. We recognize this geographic area represents a population often overlooked or with limited access to orchestral programming and strongly desire to reach them through

concerted effort. Through ARP granted money, the City of Charleston would serve as the primary sponsor in making this effort possible and would be acknowledged as such.

5. Describe the need for this program/project:

The WVSO is the only professional orchestra within Charleston and Kanawha County and is widely considered the state's orchestra. Serving all West Virginians, the WVSO is the only large-scale organization providing professional orchestral music through its entertaining concert and enriching educational programming. The largest employer of artists in the state, the WVSO enriches not only the lives of West Virginians but also makes a tremendous impact to the local economy. The WVSO symphonic and pops concert series alone provide more than \$51,000 to Charleston hotels and \$22,000 to Charleston restaurants from WVSO musicians coming to town during the season. On average, every concert puts \$30,000 each into the coffers of local restaurants and local hotels with WVSO patrons enjoying a night in Charleston. For a season, this equals an estimated \$673,000 generated for Charleston's economy by patrons attending and musicians playing in a WVSO concert. This conservative estimate represents only the symphonic and pops concerts. Support from the City of Charleston through its American Rescue Plan funding will provide the WVSO with financial security originally limited by the setbacks of the pandemic so that programming is ensured for the community. This support will not only ensure success of the WVSO but continue generating much-needed economy in Charleston. Beyond the economic impact the WVSO provides to Charleston, the organization strongly believes in reaching underserved communities. With ARP funding provided by the City of Charleston, the WVSO will take small ensembles to the West Side community for music experiences. This geographic area represents some of Charleston's most marginalized citizens. Knowing that music has a strong ability to uplift, foster creativity, and can lead to the broadening of opportunities and horizons, the WVSO desires to positively impact this community with the assistance of the City of Charleston. Ultimately, when all citizens are served, our community becomes an infinitely richer and more diverse one.

6. List other Charleston organizations in Charleston that address this need:

The WVSO is the only professional orchestral organization in Charleston and is considered the region's premier performing arts organization.

7. Describe the level of collaboration with other organizations on this program/project:

The WVSO works closely with other arts organizations in the area. A full listing of partner organizations is included previously in the application. The WVSO works with a number of organizations to better reach and serve the community, including FestivALL, Ticket Town, and Fund for the Arts. Marketing partners help spread the message of the organization including all local news stations and the Charleston Gazette-Mail. A number of organizations help us with logistical and operational support including the Clay Center, IATSE Local 136, and the West Virginia Department of Arts, Culture and History. Partnerships with local institutions of higher learning, including Fairmont State University, Marshall University, West Virginia State University, and West Virginia University, lead to student performance collaborations and a reduced or free student price for entry to concerts. The WVSO also values collaboration between other arts organizations in order to foster a more diverse community. Recent collaborations include: The Charleston Ballet, The Academy of Arts at January's, FOOTMAD, Kanawha Valley Metro Band, The Brass Band of the Tri-State, The Kanawha Kordsmen, Charleston Metro-Band, and the West Virginia Youth Orchestra.

8. How will duplication of services be prevented?

The WVSO's programming cannot currently be duplicated by any organization in the area. With an 83-year history, dedicated and professional staff, a diverse board of community leaders, highly skilled musicians, and a devoted patron base, the WVSO provides the area with an unsurpassed orchestral music experience creating vibrancy within the community.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

While the WVSO strives to serve all West Virginians, it recognizes the special relationship with the immediate community. We provide unique experiences for local citizens through a variety of events and cater to the proximity of Charleston residents. The WVSO offers experiences for all age groups with diverse and widely appealing programming. While exact demographics are not available, a conservative estimate places City of Charleston residents within 40% of all WVSO patrons based upon known patron addresses available in the WVSO patron database. The WVSO recognizes the further significant impact to Charleston's economy by bringing patrons to the city and estimates 70% of WVSO patrons to be living within the Metro Valley.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

The WVSO symphonic and pops concert series, co-production of The Nutcracker, and Symphony Sunday are presented without eligibility requirements. Orchestral concerts are open to all, and partnerships exist to present tickets for those in underserved neighborhoods or organizations. The WVSO specifically programs and markets its concerts and events to a variety of patrons from differing ages, genders,

incomes, and residences. Through recent introspection by our newly formed Diversity, Equity & Inclusion Committee, the organization has strategized ways to reach underserved audiences and is taking steps to ensure inclusion.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

The WVSO has hopes that the 2022-2023 season will represent a return to pre-COVID audience numbers. At the beginning of the 2021-2022 season, the WVSO, with consideration to national trending figures, budgeted for a reduced audience reluctant to return to public performances. Initial national estimates indicated a loss of 30-50% of ticket sales. Recently, amid COVID variants and public concern for safety, many orchestras have seen a decline in audience attendance including the Philadelphia Orchestra who reported a 50% average loss in concert hall attendance. The WVSO has enjoyed happier rates with a community eager to enjoy concerts. As of early December 2021, the WVSO experienced a return of 75% of the previous patron base. Should audience participation rates continue to rise, the 2022-2023 season could show a return to full hall capacity and assist with generating precious lost income caused by the pandemic. Still, with recent unknowns and caution being the model, the WVSO considers maintaining 75% of its regular concert attendance in the 2022-2023 season to be an indicator of success.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

The expansion of current programming to specially serve the West Side of Charleston is an important program for the WVSO. Having identified a lack of diversity within our organization in early 2020, we took immediate steps to foster inclusion. Board members of color were immediately appointed, we formed partnerships with diverse organizations within the community, and we prioritized programming diverse composers and guest artists. These steps serve not only the internal organization but the external audience as well. Charleston's West Side largely represents the most diverse group of citizens in the community. It also represents an area met with hardship, lack of opportunity, and an underserved population. In keeping with the WVSO's Diversity, Equity & Inclusion initiatives, programming within the West Side community will create a bridge for the citizens to access professional music. Our hope is to increase our audience diversity to a 75/25% ratio. This figure represents a race makeup closer to the latest US Census findings for Charleston where 77% of the population identified as white alone while 23% of the population identified as being another race. Outreach to the West Side will hopefully build a friendship allowing its citizens the comfort to attend WVSO events while feeling welcome and included. Another measurable outcome we hope to achieve through providing programming within the West Side of Charleston is a greater connection to its schools. During the 2021-2022 season the WVSO held an event at Mary C. Snow West Side Elementary School and specifically invited the same students to a concert at the Culture Center as a follow-up. These events were successful in introducing a diverse group of students to orchestral music. Through community programming and strategized programming for students located on Charleston's West Side, the WVSO hopes to foster inclusion within its organization and community.

Budget

* 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?

☒ Yes ☐ No

* 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?

☒ Yes ☐ No

3. If yes, explain from which entities and the amounts requested for each program/project.

The City of Charleston has historically supported the annual event Symphony Sunday with the WVSO. This support has remained steady at \$10,000 for the event with recent renewals during 2016, 2017, 2018, 2019, and 2021. Note, the 2020 event was cancelled due to the pandemic and previously awarded funding was held until the 2021 event. In August of 2020 the WVSO received CARES Act support through the Division of Culture & History totaling \$20,590. Additional CARES Act funding was received in January 2021 totaling \$50,000 from the National Endowment for the Arts and \$10,295.00 from the State of West Virginia. Additionally, the WVSO received Paycheck Protection Program support through the CARES Act totaling \$166,000 in March 2021 and \$75,300 in April 2021, both of these loans were forgiven. Lastly, during quarters three and four, the WVSO received an Employee Retention Credit totaling \$87,513. These funds received through the CARES Act total \$409,698 in support of the WVSO's annual \$2.4 million dollar budget.

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

Audits are available upon request (could not attach due to file size limitations). Please call primary contact if further information is needed.

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

The WVSO requests \$200,000 in support from the City of Charleston’s ARPA funding to aid in meeting its \$892,272 budget for symphonic and pops concerts and events in Charleston. We request this support only for events in Charleston and not in consideration of the WVSO total \$2,453,759 season budget. The entirety of the requested \$200,000 will be directed to musician salaries thus directly tied to the return of dollars to Charleston from working, and spending money, in town for WVSO events.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

The WVSO entered the 2021-2022 season with a reduced budget anticipating financial setbacks caused by the COVID-19 pandemic. Should requested funding not be fully funded the organization is prepared to scale back its budget for the 2022-2023 season appropriately but does not have plans to reduce any of its current programming. One such cut could be to reduce the size of the orchestra thereby reducing payroll, incurring less travel, per diem, and other costs associated with employing musicians. This cut would have an immediate negative impact on Charleston’s local hotel and restaurant economy as less employed musicians equals less dollars spent in town. Without ARP funding through the City of Charleston, the WVSO would be unable to provide special programming for Charleston’s West Side. Special marketing and offers would continue for the area but the WVSO would financially be unable to justify the cost of programming without support.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

The WVSO’s dedicated staff maintains relationships with area businesses, organizations, and individuals to build its sponsorship and fundraising base. Our organization is blessed to have generous patrons, but we recognize the importance of continually adding patrons to the umbrella of the organization. The WVSO has worked diligently to diversify its programming to appeal to a wider audience to be a relevant and inclusive organization. Changes include more music by composers of color, diversifying pops programing, such as movie concerts like “Jurassic Park” and a concert of music from Harry Potter vs. Star Wars. Beyond being the moral thing to do, this initiative is business savvy in helping to bring on patrons new to orchestral music through new experiences. In addition to our fundraising efforts, we continue to stay abreast of all available grant and foundation support. The organization is also benefitted by its diverse Board of Directors made up of influential and dedicated community leaders representing various fields of business. These volunteer members work tirelessly to ensure success of the WVSO in all ways.

8. Briefly describe the organization’s fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

The Finance Committee of the WVSO Board of Directors meets monthly to review financials. Further, the WVSO submits to an annual independent audit by an outside accounting firm.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

Income and expenses are separated by “class” for tracking and reporting purposes. Each concert/event is a separate class.

REQUESTED BUDGET WORKSHEET	
Revenue Source Projections	
List all Estimated Funding for this Program/Project	
* Proposed City ARPA Funding	Internal/Self-Funding
200,000	364,584
Donations/Other Fundraising	Government Grants/Other
268,630	59,058
* TOTAL REVENUE	
892,272	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
200,000	173,826	373,826

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	225,547	225,547

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	226,442	226,442

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	33,344	33,344

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	33,113	33,113

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
200,000	692,272	892,272

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

Founded in 1939, the WVSO is West Virginia’s premier source of professional orchestral music, typically serving a multi-generational audience of about 40,000 people a year. As the state's largest employing arts nonprofit, with a \$2.5 million-a-year budget and a 42-year-old statewide outreach program, the orchestra reaches rural, underserved, and low-income communities. The WVSO regular season includes six symphonic and four pops concerts, joint performances with The Charleston Ballet of The Nutcracker and West Virginia Youth Symphony with a side-by-side concert, Young People’s Concerts that include corresponding classroom materials, and a free public performance, Symphony Sunday, every June on the University of Charleston grounds that draws thousands of people. The WVSO’s educational programs include small ensembles, an experiential learning project for college students, and a partnership with a public-school system in which WVSO musicians teach free string lessons to about 350 students a year.

2. Provide the organization’s mission statement/purpose.

The WVSO's mission is to make great music to enrich and inspire everyone in our region in order to (vision) be the spark that ignites a love of music and sense of pride in every person in our region. We achieve this mission and support our vision through 5 fundamental objectives. The WVSO affirms, • F.O. 1 -We will be a high-quality orchestra, to which diverse audiences want to listen, and for which musicians of all backgrounds want to play. • F.O. 2 -Reaching out to our communities and education young musicians, including those from underrepresented groups, we will become a "go-to" resource for music in our region. • F.O. 3 -We will be seen as a welcoming and inclusive organization, making people in our region know and be proud of the WVSO as "their" orchestra. • F.O. 4 -Our structure, staffing, and policies will effectively support all our activities and plans. • F.O. 5 -We will be good stewards of our resources, ensuring enough funding to support our Mission and Vision.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

The Charleston Ballet, Kim Pauley, Artistic Director, 304-342-6541 The Maier Foundation, Brad M. Rowe (President, General Corporation), 304-343-2201 City National Bank, Tim Quinlan, Executive Vice President, 304-769-1103

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

The impact from the COVID-19 pandemic has been devastating to orchestral music and other performance-based organizations. From March 2020 until May 2021 all planned in-person performances of the WVSO were cancelled resulting in the significant financial loss of ticketing revenue in excess of \$575,000. Though the WVSO was able to produce internet streaming and televised concerts during the 2020-2021 season, the loss of earned revenue was substantial. Beyond the normal concert season, the WVSO was impacted by the loss of other community events. Symphony Sunday was cancelled entirely in 2020, a never-before-seen moment for the WVSO. In 2021, the event was able to return to the public as safety requirements loosened. The event, highly altered due to safety concerns, occurred June 6, 2021, at Appalachian Power Park at a financial loss to the WVSO. Beyond the significant financial loss due to the closure of the performance space and restrictions limiting social gatherings, the arts community in Charleston was negatively impacted. Though the WVSO worked hard to maintain and continue building relationships, the act of connecting with orchestral music in person cannot be replicated or replaced. It will take seasons for the WVSO to rebuild its patron base and help community members feel connected to the artform. This disconnect with individuals in the community immediately corresponds with a threat to Charleston’s sense of culture and vibrancy. It is imperative that the WVSO return to and maintain a full, regular season to foster connection and creativity within Charleston. Received funding from the City of Charleston will ensure financial success in the 2022-2023 season.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

Not applicable. Funds will support the 2022-2023 season and special outreach to Charleston’s West Side, not replace revenue lost.

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

The WVSO is proud to be a recognizable feature in the cultural and experiential landscape of Charleston. We have been an integral part of the city going on 84 years and, despite the extreme experience of the COVID-19 pandemic, look forward to many years of continued impact. With the financial loss caused by the COVID-19 pandemic and the subsequent cautious return of patrons, orchestras are uniquely impacted though. Support from the City of Charleston through the ARPA funding aid will provide financial stability to continue all existing programming and create new programming to immediately impact the West Side of Charleston. To regrow its audience base and boost the cultural experience in Charleston, the WVSO must maintain its pre-pandemic standards of programming. This continuance assures the community that their city is thriving and will continue to do so.

THE APPLICANT UNDERSTANDS:

- *
☒ 1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as “confidential.”
- *
☒ 2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

THE APPLICANT CERTIFIES THAT:

- *
☒ 1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>
- *
☒ 2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.
- *
☒ 3. The information submitted to the City of Charleston (“City”) in this application, and substantially in connection with this application, is true and correct.
- *
☒ 4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
- *
☒ 5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.
- *
☒ 6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.
- *
☒ 7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.
- *
☒ 8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

* **Signature**

Joe Tackett

Authorized representative of Applicant/Organization

* **Date**

12/15/2021

Format: MM/DD/YYYY

* **PRINTED NAME:**

Joe Tackett

* **TITLE OF APPLICANT:**

President

* **ORGANIZATION NAME:**

West Virginia Symphony Orchestra

Upload a File

Choose File

No file chosen



music director | Lawrence Loh

president | Joe Tackett

**West Virginia Symphony Orchestra
American Rescue Plan Act (ARPA)
Funding Application
Non-Profit, Community Groups, Neighborhood Associations, and Businesses
As administered by the City of Charleston
December 15, 2021**

The Executive Committee of the Board of Directors of the West Virginia Symphony Orchestra, on behalf of the Board, hereby authorize Joe Tackett, President, to apply for a grant, on behalf of the WVSO, to the City of Charleston for approval of American Rescue Plan Act funding to assist in the 2022-2023 season and special programming offered to the West Side of Charleston.

**Resolution passed by the Executive Committee
Wednesday, December 15, 2021 with the following motions and approvals:**

**Resolution brought to floor by: Jim Douglas
Resolution moved for committee vote by: Pat Bond
Votes in favor of passing resolution: 9
Votes opposed: 0
*Resolution passes***

Executive Committee Members: Cindy S. McGhee, Chair; Jim Douglas, Secretary; Tim Quinlan, Treasurer; John Elliot, Pat Bond, Dan Foster, Steve Dexter, Jack Dever, Skip Gebhart, Tommy Bailey

west virginia youth symphony

P.O. Box 4908
Charleston, WV 25364
(304) 957-9888

December 10, 2021

Dear City of Charleston,

I am pleased to write this letter in support of the West Virginia Symphony Orchestra (WVSO). Although the West Virginia Youth Symphony (WVYS) is a separate entity from the WVSO, for decades we have enjoyed a fruitful partnership. In addition to providing office space and equipment to the WVYS, the WVSO also fulfills an important role in arts education, establishing a musical foundation for young people that will enable them to advance to the WVYS. Both organizations share the role of providing high-quality musical education to youth, which ensures a thriving arts presence for the community in the future.

The WVSO's String Education program in Kanawha County Schools targets interested students and instruction at the school level, providing instruments and instruction to anyone who wants to learn despite financial ability. Without this String Education program in our public schools, the WVYS might not exist. Students who thrive in this program and want to continue musical development are encouraged to audition for the WVYS. The WVYS provides the next artistic level for these youngsters, offering new goals, aspirations, and experiences, paving the way to a successful future as a professional musician and enjoying a life enriched with artistic knowledge.

This growth and sustainability of the arts within our community relies on unique, high-quality education such as that offered by the professional musicians who can exist locally and earn additional income through teaching. Skilled musicians hired by the WVSO to teach in public schools also serve as sectional and chamber music coaches to the WVYS, and as mentors and private teachers to students throughout the community. Currently, the WVYS consists of four ensembles, each conducted by a professional musician, three of whom are long-time members of the WVSO.

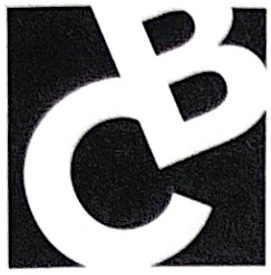
Our collaborative efforts ensure that a complete musical education is accessible to all young people of our community while providing employment to professional musicians. This relationship builds audiences and professional musicians and ensures a strong arts community in West Virginia's future.

Please do not hesitate to contact me if I can assist in any other way.

Sincerely,



Natalie Wehrle
WVYS General Manager
wvyouthsymphony@gmail.com



Charleston Ballet

Official West Virginia
State Ballet • Since 1956

February 18, 2021

To Whom It May Concern:

I am pleased to offer this letter of support on behalf of the West Virginia Symphony Orchestra. Offering only the highest quality in musical entertainment and educational programming, this organization is a great asset to our community. Their efforts in music education across the state are extensive. These past two seasons have been like no other. It has been very difficult for performing arts groups to continue without the ability to do live performances, but the WV Symphony has persevered.

The Charleston Ballet and the West Virginia Symphony Orchestra will continue our longstanding partnership in presenting our annual NUTCRACKER series successfully to the delight of many West Virginia and regional patrons. This performance series is a holiday treasure that is equal to any professional production and is a constant reminder what can be accomplished with the tremendous resources of talent and artistry available right here in West Virginia. On many other occasions, we have collaborated for operas like CARMEN, WEST SIDE STORY, and ballets like ON THE APPALACHIAN TRAIL, an original work composed by Maestro Grant Cooper. There have been many performances with the string quartet in past years and future collaborations are in the works.

When accompanied by the West Virginia Symphony Orchestra on the beautiful Clay Center stage, our dancers often forget that they are performing to live music. This fact references the quality of the music, tempos and speaks volumes to the professionalism of this organization. Our many guest artists concur with this as well and cherish this experience that they do not have at home. Visiting company directors are extremely envious of our opportunities to perform with live music.

This organization is proficient and prepared, accommodating and extremely professional. Our joint projects have worked well over the years. The Charleston Ballet would not think twice about collaborating for additional events in the future with this highly artistic orchestra. We look forward to the prospects of doing so.

It is always a great experience for the Charleston Ballet to partner with the West Virginia Symphony Orchestra. I strongly encourage your financial support of the West Virginia Symphony Orchestra. We are fortunate to have this valuable artistic force and consider it a state treasure.

Thank you for your consideration and please feel free to contact me if you would like any additional information.

Sincerely,


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Artistic Director/ CEO

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President

John D. Hoblitzell, III
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Secretary

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Treasurer

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Vicki Shumate-Jackson
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Jill Oliver-Thornton

Jim Strawn
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Melinda Miesner
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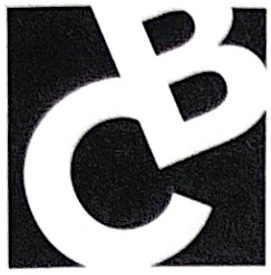
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*E-Marketing &
Promotions Manager*

Elaine Baldwin
Office Manager

Becky Turley
Production/Design

Notice of Subaward

Subrecipient Name: West Virginia Symphony Orchestra	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: SWGGZ21JYMW6	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood Finance Director (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	Subaward Period of Performance: 5/1/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$200,000	Total Amount of Federal Funds obligated to the Subrecipient: \$200,000
Approved Budget Categories: EC 2.35 - Aid to Tourism, Travel, or Hospitality	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward 2. Subrecipient Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and West Virginia Symphony Orchestra, (hereinafter referred to as "Subrecipient") with an administrative address of P.O. Box 2292, Charleston, WV 25328 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated \$36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

- A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:
 - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
 - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
 - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
 - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
 - Fund payments are subject to Subpart F regarding audit requirements.
- D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.

- B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$200,000 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.
- B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:
 - 1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
 - 4. To make necessary investments in water, sewer, or broadband infrastructure;

And

- 1. Are described in the SOW; and
 - 2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.
- C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:
 - 1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
 - 2. Damages covered by insurance;
 - 3. Usage of funds as a deposit into any pension fund;
 - 4. Expenses that have been or will be reimbursed under any federal program;
 - 5. Debt service cost;
 - 6. Contributions to a “rainy day” fund; and
 - 7. Legal settlements
- D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager’s Office, 501 Virginia Street East, Charleston, WV 25301. To be

eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”
- E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been “obligated,” contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.
- F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.
- G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.
- H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

- I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

- A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.
- B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
 - June 30, 2022, due July 5, 2022
 - September 30, 2022, due October 5, 2022
 - December 31, 2022, due January 5, 2023
 - March 31, 2023, due April 5, 2023
 - June 30, 2023, due July 5, 2023
 - September 30, 2023, due October 5, 2023
 - December 31, 2023, due January 5, 2024
 - March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024
 - December 31, 2024, due January 5, 2025
 - March 31, 2025, due April 5, 2025

- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

- B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a “Final Project Report,” in which the Subrecipient shall describe the status of the Subrecipient’s implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.
- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

- A. In the event that the Subrecipient expends \$750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient’s audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.
- B. If the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

- C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.
- D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

- A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

For all procurements of \$50,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

- B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities

undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:
 - a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
 - b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
 - c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.
- B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, the West Virginia Symphony Orchestra will partially finance the expenses associated with 6 symphonic and 4 pops concerts, the annual co-production of The Nutcracker, as well as the annual free community event – Symphony Sunday. As the Symphony is one of the most popular attractions drawing visitors to Charleston from surrounding areas, it is essential that these events are able to be held with the same level of frequency and quality as was exhibited prior to COVID-19.

The WVSO symphonic and pops concert series alone provide more than \$51,000 to Charleston hotels and \$22,000 to Charleston restaurants from WVSO musicians coming to town during the season. On average, every concert puts \$30,000 each into the coffers of local restaurants and local hotels with WVSO patrons enjoying a night in Charleston. For a season, this equals an estimated \$673,000 generated for Charleston's economy by patrons attending and musicians playing in a WVSO concert.

With the ARPA funding from the City of Charleston, the WVSO will both maintain its existing programs, as well as schedule special outreach ensemble performances serving the West Side of Charleston. With the outreach ensemble events, the Symphony Orchestra will aim to directly serve the West Charleston region as it is often overlooked or provided with limited access to orchestral programming.

The subrecipient projects that it will require a period of one year to fully implement the programs and successfully serve the tourism and hospitality industry.

The objectives to be tracked through performance reports include:

- Symphonic Concerts partially financed (\$ spent; # of Concerts Hosted)
- Pops Concerts partially financed (\$ spent; # of Concerts Hosted)
- Additional Events (Nutcracker, Symphony Sunday, etc.) partially financed (\$ spent; # of Events Hosted)
- Outreach Ensemble Events held throughout the community (\$# of Events Held)

Exhibit B – Project Budget

Item	Amount
Musician Salaries	\$200,000
Total Program Cost	\$200,000

Risk Assessment Tool	
Grantee Name:	West Virginia Symphony Orchestra
Grant Program Name:	Recovery Through Music
Grant #:	
Grant Amount:	\$200,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A (select from drop down)	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	Yes	1	FEMA, Congressional Appropriations
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	No findings - Gray, Griffith & Mays
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	Provided policies on 4/14
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	No	0	Upgraded for 2FA
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	Yes	1	Annual state reporting/monitoring
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	Yes	1	

Available Total

14

Total Risk Score

12

LEGEND

High Risk	Less than	4
Medium High	Between	4-7
Medium Low	Between	8-11

1 Resolution No. 642-22

2
3 Introduced in Council:

Adopted by Council:

4
5 May 2, 2022

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12 Resolution No. 642-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Kanawha-Charleston Health Department in the total amount of \$639,431
14 and to execute appropriate agreements establishing the terms and conditions imposed upon
15 the recipient, including ongoing duties for reporting on expenditure and programmatic
16 activities and binding covenants to spend funds in accordance with the purposes for which such
17 funds were granted.

18
19 Be it Resolved by the Council of the City of Charleston, West Virginia:

20
21 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
22 funds to Kanawha-Charleston Health Department in the total amount of \$639,431 and to
23 execute appropriate agreements establishing the terms and conditions imposed upon the
24 recipient, including ongoing duties for reporting on expenditure and programmatic activities
25 and binding covenants to spend funds in accordance with the purposes for which such funds
26 were granted. The grant is approved in full or in part based upon information submitted to the
27 City in the grant recipient's City of Charleston ARPA grant application, attached hereto as
28 Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should
29 the City Manager determine that the grant recipient has failed to adhere to the obligations
30 established in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

[Print](#)**Submitted by:****Status:** Open**Priority:** Normal**Assigned To:** Jonathan Storage**Due Date:** Open**Attachments**

- [Board approval statement.pdf](#) - 2021-11-30 03:50:13 pm

**American Rescue Plan Act (ARPA)****Funding Application****Non-Profit, Community Groups, Neighborhood Associations, and Businesses****APPLICATION DEADLINE: December 15th 2021**

Application must be completed in full to be considered. Submit completed application and enclosures/attachments by email to ARPA@cityofcharleston.org, or mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION*** Name of Project/Program:**

Loss of revenue

*** Organization Name:**

Kanawha-Charleston Health Department

*** Address:**

108 Lee Street East, Charleston, WV 25301

*** Primary Contact Person:**

Robert Queen

Title:

Director of Operations

*** Phone:***** Email:**

3045310566

robert.e.queen@wv.gov

Federal Tax ID:

55-6011142

If applicable: DUNS Number:

06-852-4719

To obtain a DUNS number please visit <https://fedgov.dnb.com/webform> After obtaining, please register your organization with the System for Award Management at <https://sam.gov/SAM/>

List the organization’s owner(s), Board of Directors, senior staff members, and other key members:

See attached for a list of the Board of Directors and for the staff listing/organizational chart

Describe any partner organizations, their roles, and your relationship with them:

Not applicable

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
639,431	1,278,862	4,054,098

Request Summary

1. Provide a narrative overview/summary of the request.
- Topics that may be included but not limited to:
- a. Purpose and anticipated outcomes

b. Individuals, entities, or communities served

c. How the pandemic has necessitated this request

d. Amount of any estimates and bids received to date

e. Timeline for project completion

Pandemic severely suppressed demand for and provision of normal clinic immunizations, overseas travel immunizations and environmental health permits. These are all important revenue sources for this entity. Normal clinic immunizations and overseas travel immunizations were down due to a period of complete clinic closure and mandated Covid-19 testing events. Environmental health permits were down due to restaurant closures. Loss of revenue replacement will help to restore financial stability which was impaired by restrictions of revenue streams. Stability also impaired by extraordinary labor and supplies expenses required to provide normal and novel in a Covid-19 environment. Loss of revenue has been calculated in conformity with ARP guidelines. This request is for 50% of that calculated lost revenue as indicated on the attached calculation. The remaining 50% is under consideration by the Kanawha County Commission pursuant to an ARP funding application submitted to the county.

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

* 1. The funding will be used to:

- ☐ Start a new program/project
- ☒ Maintain an existing program/project
- ☐ Expand an existing program/project

* 2. If funded, will the program/project be completed within FY 2022?

☒ Yes ☐ No

If no, when is expected completion year?

3. Which eligible ARPA Expenditure Category does this program/project represent (See <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for further details)? Please check all that apply:

*

- ☒ Public Health
- ☒ Negative Economic Impacts
- ☐ Services to Disproportionately Impacted Communities
- ☐ Premium Pay
- ☐ Infrastructure
- ☐ Other

4. Briefly describe the program/project funds are being requested for:

Loss of revenue caused by Covid-19 pandemic

5. Describe the need for this program/project:

Pandemic severely suppressed demand for and provision of normal clinic immunizations, overseas travel immunizations and environmental health permits. These are all important sources of revenue for the entity.

6. List other Charleston organizations in Charleston that address this need:

None

7. Describe the level of collaboration with other organizations on this program/project:

Not applicable

8. How will duplication of services be prevented?

Kanawha-Charleston Health Department is uniquely positioned and tasked for the wide array of public health services it provides.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

Target recipients are the entire population of the City of Charleston and of Kanawha County.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

There are generally no eligibility requirements except as may be imposed by federal or state funding sources for specific programs.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

The measurable outcome is the continuing provision of public health services as is expected and required of a public health agency. Additionally, there has been significant expansion of services relative to the Covid-19 pandemic such as testing and vaccination services.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

Not applicable

Budget

* 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?

☐ Yes ☒ No

* 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?

☒ Yes ☐ No

3. If yes, explain from which entities and the amounts requested for each program/project.

Kanawha-Charleston Health Department has requested 50% of its loss of revenue sum from the Kanawha County ARP funding program.

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

The majority of KCHD's funding comes from the State of WV. Current grants include money for COVID-19 Immunization, COVID testing, a regional epidemiology grant, threat preparedness grants for general county-level and specific COVID response, a grant to support city and county Quick Response Team activities (opioid epidemic), and funding from the WV Division of Emergency Management/Homeland Security Grant Program to provide powered air-purifying respirators to respond to biological and chemical hazards. Funding from the Kanawha County Commission has provided support for influenza immunization efforts. Other grants include funding from The Greater Kanawha Valley Foundation, which initiated support for expanded HIV outreach and testing with vulnerable populations, COVID response, and provided seed money that was the basis for the purchase of a mobile medical unit, which is expected to be deployed sometime during the second quarter of calendar year 2022. The United Way of Central WV also provided funding to assist with COVID response, allowing KCHD to purchase hands-free temperature scanning units which were installed at the main and side entrances. Current year funding is accounted for in the attached 2021 Operating Budget. All grants are in good standing.

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

This request is solely to request replacement of lost revenues. There are no associated revenues or expenses.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

Not applicable

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

The mission of the Kanawha-Charleston Health Department will be sustained by a resumption of normal revenues from a normal level of services as the pandemic wanes.

8. Briefly describe the organization’s fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

Annual financial and compliance audits are performed. Outside independent CPA services are retained to advise on oversight/internal control issues.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

Accounting system is set up to identify and segregate funding by program.

REQUESTED BUDGET WORKSHEET
Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
639,431	0
Donations/Other Fundraising	Government Grants/Other
0	639,431
* TOTAL REVENUE	
1,278,862	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
456,736	456,736	913,472

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
182,695	182,695	365,390

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
639,431	639,431	1,278,862

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

The Kanawha-Charleston Health Department was established in 1947 and is the local health jurisdiction for Kanawha County. The health department has a combined board of health with board members representing the Kanawha County Commission and the City of Charleston. Dr. Sherri A. Young has provided leadership to KCHD since July 2019, and currently serves as the organization's Interim Health Officer and Executive Director. The KCHD is the first local health department in WV to receive accreditation through the Public Health Accreditation Board (PHAB). Our mission is: Protecting and educating our community through public health programs and partnerships. Our vision is: Shaping and empowering a healthy community. KCHD has an established history of partnerships within the community and collaboration between public and private entities during previous emergencies, including the 2009 H1N1 pandemic where the health department established school-based vaccination clinics and received a NACCHO Model Practice Award. During the 2012 Derecho, staff assisted with the evacuation of two nursing homes and the reestablishments of temporary care sites for patients. In 2014, Kanawha County and the surrounding region faced the MCHM water crisis. KCHD worked with federal, state, and local partners, including the US Chemical Safety Board to investigate potential MCHM-related illnesses and to reestablish water services to permitted facilities. A taskforce was also established for Ebola planning and in 2018, KCHD collaborated once again with federal, state, and local partners, including an Epi-Aid Team from the Centers for Disease Control and Prevention (CDC) during a multi-state outbreak of Hepatitis A. The Kanawha Multi-Agency Planning and Advisory Committee (MPAC) was created in 2010 as a collaboration among public health, hospitals, and emergency management to facilitate educating the community on the four phases of emergency management, planning response, recovery and mitigation. The work of MPAC, among other groups in which the KCHD participates or facilitates, has been particularly useful this year as we have faced possibly the biggest threat to public health in more than a century with the COVID-19 pandemic. These planning efforts bolstered KCHD’s ability to be proactive rather than reactive in many instances as the novel coronavirus spread exponentially throughout the United States. Although Dr. Young was well-respected within and outside of the healthcare community prior to February 2020, her leadership during this pandemic has catapulted the KCHD’s visibility regionally, state-wide, and nationally. This will serve to enhance our connections with other organizations and community partnerships moving forward. In addition to the above, KCHD provides critical health services to the city and county. These include our clinic, which, among other offerings, provides immunizations from birth to adult, and is one of only two places in the state that offers travel vaccinations. KCHD also maintains a strong environmental health services division, providing for sanitation inspections of regulated entities (e.g., restaurants, septic systems, swimming pools, tattoo parlors, etc.). Additionally, the Epidemiology and Threat Preparedness Division works with any number of infectious diseases (including COVID-19), tracking outbreaks and providing contact tracing services. This group also works to keep KCHD--and the county/city--prepared in the event of natural or man-made disasters. This group, along with the other employees at the KCHD, has helped immensely with our response to the current pandemic.

2. Provide the organization’s mission statement/purpose.

Protecting and educating our community through public health programs and partnerships

3. List any third-party references that can verify the organizations qualification or prior grant experience.

West Virginia Department of Health and Human Resources

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

Pandemic severely suppressed demand for and provision of normal clinic immunizations, overseas travel immunizations and environmental health permits. These are all important sources of revenue for the entity.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

See attached ARP-compliant loss of revenue calculation

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

Loss of revenue replacement will help to restore KCHD to financial stability which was impaired by restrictions of major revenue streams. Stability also impaired by extraordinary labor and supplies expenses required to provide normal and novel services in a Covid-19 environment.

THE APPLICANT UNDERSTANDS:

- *
☒ 1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as "confidential."
- *
☒ 2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

THE APPLICANT CERTIFIES THAT:

- *
☒ 1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>
- *
☒ 2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.
- *
☒ 3. The information submitted to the City of Charleston ("City") in this application, and substantially in connection with this application, is true and correct.
- *
☒ 4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
- *
☒ 5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.
- *
☒ 6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.
- *
☒ 7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.
- *
☒ 8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

* Signature

Robert E. Queen

* Date

11/30/2021

Authorized representative of Applicant/Organization

Format: MM/DD/YYYY

* **PRINTED NAME:**

Robert E. Queen

* **TITLE OF APPLICANT:**

Director of Operations

* **ORGANIZATION NAME:**

Kanawha-Charleston Health Department

Upload a File

Choose File

No file chosen

Statement regarding Board of Directors' approval of loss of revenue application

Documentation of Board of Director approval of submission of this application to be submitted as soon as it is made available.

Risk Assessment Tool	
Grantee Name:	Charleston Kanawha Public Health Dept
Grant Program Name:	Loss of Revenue
Grant #:	
Grant Amount:	\$639,431
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A (select from drop down)	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	Yes	1	
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	No	0	New Executive Director and Health Administrator
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	Yes	1	Conducts programmatic reporting for Federal Grants
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	Yes	1	Continues to receive Federal grants, indicative of adequate performance and accurate reporting

Available Total 14 Total Risk Score 12

LEGEND

High Risk	Less than	4
Medium High	Between	4-7
Medium Low	Between	8-11
Low Risk	Greater than	11

Notes	The organization currently receives federal grants that require monitoring and reporting. Organization has recently undergone a leadership change.
Concerns	None
Recommendations	Recipient should provide all invoices and receipts along with monthly reimbursement requests.

Notice of Award

Beneficiary Name: Kanawha, County of dba Kanawha Charleston Health Department	Name of Federal Awarding Agency: Department of Treasury
Beneficiary's UEI ID: Y212DEAKND65	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood Finance Director (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	Award Period of Performance: 5/1/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$639,431	Total Amount of Federal Funds obligated to the Beneficiary: \$639,431
Approved Budget Categories: EC 7.2 - Transfers to Other Units of Government	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the Beneficiary so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Award 2. Beneficiary Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Beneficiary Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the Beneficiary so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the Beneficiary in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the Beneficiary permit the City and auditors to have access to the Beneficiary's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the Award.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and the Kanawha Charleston Health Department, (hereinafter referred to as "Beneficiary") with administrative offices at 108 Lee St., Charleston, WV 25301 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in 501 Virginia St. E., West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated \$36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist the Beneficiary with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and the Beneficiary agree as follows:

Section 1: Compliance

- A. Beneficiary acknowledges that Fund payments made by the City to the Beneficiary are not considered to be grants but are “other financial assistance”. The Beneficiary agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Beneficiary further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Beneficiary Agreement, the Beneficiary shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by the Beneficiary under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Beneficiary must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.
- B. The Beneficiary shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) through December 31, 2024 (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Beneficiary, on an advance payment basis, up to a maximum of \$639,431 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Beneficiary.

Section 4: Duplication of Benefits

- A. The Beneficiary hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by the Beneficiary, any subrecipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is the Beneficiary’s responsibility and obligation to implement processes to ensure compliance with this

paragraph. The Beneficiary acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Beneficiary recovers costs incurred under this Agreement and reimbursed by the City from another source, the Beneficiary shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Beneficiary to the date repayment is made to the City by the Beneficiary.

Section 5: Reporting Requirements

A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:

- March 31, 2022, due April 5, 2022
- June 30, 2022, due July 5, 2022
- September 30, 2022, due October 5, 2022
- December 31, 2022, due January 5, 2023
- March 31, 2023, due April 5, 2023
- June 30, 2023, due July 5, 2023
- September 30, 2023, due October 5, 2023
- December 31, 2023, due January 5, 2024
- March 31, 2024, due April 5, 2024
- June 30, 2024, due July 5, 2024
- September 30, 2024, due October 5, 2024
- December 31, 2024, due January 5, 2025
- March 31, 2025, due April 5, 2025
- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on the Beneficiary's letterhead and outline progress of items to date.

B. Final Report. Within twenty (20) days following the close of project implementation by the Beneficiary under this Agreement, the Beneficiary shall submit a "Final Project Report," in which the Beneficiary shall describe the status of the Beneficiary's implementation of all projects and/or activities undertaken under this Agreement.

Section 6: Termination

A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by the Beneficiary in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Beneficiary to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City

shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Beneficiary an opportunity to consult with the City regarding the reason(s) for termination.

- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Beneficiary after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 8: Contracting

- A. Contracting. In procuring goods and services under this Agreement, the Beneficiary shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Beneficiary may Contract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any Contract, the Beneficiary is ultimately responsible for all projects, programs, activities, and services undertaken by Contractors under this Agreement. The Beneficiary agrees to be responsible for the fulfillment of all work elements included in any Contract and agrees to be responsible for the payment of all monies due under any Contract. It is understood and agreed by the Beneficiary that the City shall not be liable to any Contractor for any expenses or liabilities incurred under the Contract and that the Beneficiary shall be solely liable to the Contractor for all expenses and liabilities incurred under the Contract.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Beneficiary must submit any outstanding reports, including the Final Project Report, as well as any required reporting on awards.

On behalf of the Beneficiary, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds, and hereby certify my authority to execute this agreement on Beneficiary's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, the Kanawha Charleston Health Department will recoup unfunded costs incurred due to the impacts of COVID-19. Due to the increased burden placed upon the Health Department, the agency incurred \$639,431 in payroll costs that were not previously budgeted for. This award will return the organization to financial solvency, ensuring that it is able to continue to serve the citizens of the City of Charleston for years to come.

The beneficiary projects that it will require a period of one year to fully implement the program and successfully recoup all previously unbudgeted costs.

The objectives to be tracked through performance reports include:

- Amount of funds allocated to recoup incurred payroll costs (Accounting Reports/Records)

Exhibit B – Project Budget

Item	Amount
Payroll Costs for Public Health Staff	\$639,431
Total Program Cost	\$639,431

1 Resolution No. 643-22

3 Introduced in Council:

5 May 2, 2022

7 Introduced by:

9 Joseph Jenkins

Adopted by Council:

Referred to:

Finance

12 Resolution No. 643-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Kanawha Valley Collective in the total amount of \$450,000 and to
14 execute appropriate agreements establishing the terms and conditions imposed upon the
15 recipient, including ongoing duties for reporting on expenditure and programmatic activities
16 and binding covenants to spend funds in accordance with the purposes for which such funds
17 were granted.

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

21 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
22 funds to Kanawha Valley Collective in the total amount of \$450,000 and to execute appropriate
23 agreements establishing the terms and conditions imposed upon the recipient, including
24 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
25 to spend funds in accordance with the purposes for which such funds were granted. The grant
26 is approved in full or in part based upon information submitted to the City in the grant
27 recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The City
28 Manager is directed to withhold grant funding to the grant recipient should the City Manager
29 determine that the grant recipient has failed to adhere to the obligations established in the
30 agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

[Print](#)

Submitted by:

Status: Open

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open

Attachments

- [Board Resolution.pdf](#) - 2021-12-15 04:30:08 pm



American Rescue Plan Act (ARPA)

Funding Application

Non-Profit, Community Groups, Neighborhood Associations, and Businesses

APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

*** Name of Project/Program:**

Kanawha Valley Collective - Supportive Services Team

*** Organization Name:**

Kanawha Valley Collective

*** Address:**

1 United Way Square

*** Primary Contact Person:**

Traci Strickland

Title:

* Phone:

13048813765

* Email:

tstrickland@kvccoc.org

Federal Tax ID:

73-1629065

If applicable: DUNS Number:

138387381

To obtain a DUNS number please visit <https://fedgov.dnb.com/webform> After obtaining, please register your organization with the System for Award Management at <https://sam.gov/SAM/>

List the organization’s owner(s), Board of Directors, senior staff members, and other key members:

President Mark Taylor Charleston Kanawha Housing Authority Vice President Kevin Jones RCCR Secretary Amy Wolfe Manna Meal Treasurer Margaret Taylor YWCA of Charleston Amy Clark City of Charleston David McFarland Kanawha Valley Fellowship Home Ellen Allen Covenant House Jessica McGuire Roark Sullivan Lifeway Center Lee Tabor WV CAD Margaret O’Neal United Way Sharon Pendleton Community Volunteer

Describe any partner organizations, their roles, and your relationship with them:

For this project we will not have any direct partners, but we will work with all KVC member agencies as needed. We believe our closest partners in this endeavor will be: Roark Sullivan lifeway Center - referrals to supportive housing team YWCA Sojourners - referrals to supportive housing team RCCR - referrals to supportive housing team Covenant House - referrals to supportive housing team Charleston Kanawha Housing Authority - housing vouchers for participants, We will also be offering supportive services to individuals in Shelter + Care program United Way - emergency assistance for clients Salvation Army - emergency assistance for clients Cabin Creek Health Systems - medical and substance use disorder services for clients Healthright - medical serives for clients City of Charleston C.A.R.E. Team - referrals to the supportive services team

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
1,302,600	1,445,600	1,094,101

Request Summary

1. Provide a narrative overview/summary of the request.

Topics that may be included but not limited to:

- a. Purpose and anticipated outcomes
- b. Individuals, entities, or communities served
- c. How the pandemic has necessitated this request
- d. Amount of any estimates and bids received to date
- e. Timeline for project completion

a. The purpose of this program is to provide housing stability to individuals and families who have experienced homelessness in Charleston. The program will serve at least 72 individuals per year and 75% of those individuals served will be house 12 months after program entry. 95% of those served will have birth certificates, social security cards and ID cards. 95% of those served will successfully apply for food stamps. b. Individuals and families served will be those who have experienced homelessness in Charleston. Individuals and families served will be identified though the Coordinated Entry Process or through the BY Name List process. Those who have experienced homeless or have a history of eviction will be targeted for the program. c. The impact of COVID-19 on the community at large is difficult to quantify. The same is true for the pandemics impact on the individuals and families who experience homelessness. But we have seen effect on our community in terms of economics, and the impact that isolation has had on our marginalized homeless community. We have heard for years that “housing is healthcare” and having a safe place to quarantine during this pandemic has been important. Being able to assist individuals with obtaining and maintaining housing will impact the health and wellbeing of the entire community. d. Not Applicable e. This project will begin hiring within 30 days of award and will continue to the end of the funding in 2026.

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

* 1. The funding will be used to:

- ☒ Start a new program/project
- ☐ Maintain an existing program/project
- ☐ Expand an existing program/project

* 2. If funded, will the program/project be completed within FY 2022?

☐ Yes ☒ No

If no, when is expected completion year?

2026

3. Which eligible ARPA Expenditure Category does this program/project represent (See <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for further details)? Please check all that apply:

- *
- ☒ Public Health
- ☐ Negative Economic Impacts
- ☐ Services to Disproportionately Impacted Communities
- ☐ Premium Pay
- ☐ Infrastructure
- ☐ Other

4. Briefly describe the program/project funds are being requested for:

The program will serve individuals and families throughout Charleston who are experiencing homelessness and may also have substance use disorders, serious mental illnesses, serious emotional disturbances, or co-occurring mental and substance use disorders. This includes chronically homeless individuals, homeless or chronically homeless veterans, and homeless families and youth. Over the five years, participants will receive assistance obtaining and maintaining housing and if they choose they will also receive referrals and access to: mental health services, substance abuse treatment, enrollment in mainstream benefits, and connections to other community services to meet their individual needs. Goals include (1) Homeless individuals or families will access sustainable permanent housing. (2) Housed participants will sustain permanent housing. (3) Participants will receive direct mental health and/or substance abuse treatment, if they choose. (4) Participants will receive case management designed to improve access to and retention in services. (5) Participants will enroll in mainstream benefits they qualify for, including Medicaid, SSI, SSDI, TANF, SNAP, and veteran benefits. By providing services in peoples homes, we teach them skills to maintain their housing and when they are ready to successfully graduate the program, the services phase out and the individual remains in the home where the skills were learned.

5. Describe the need for this program/project:

On any given night in Charleston, there are at least: 175 individuals in emergency shelter 60 individuals who are unsheltered 90 people in Rapid Rehousing Programs 150 individuals and families in Permanent Supportive Housing Programs Ending homelessness requires not only that we help people get housed, but that we assist those with high needs in maintaining that housing. Each night, more than 240 people are in housing specific for individuals who have experienced homelessness. We need to give these individuals all the supports available to help them maintain their housing.

6. List other Charleston organizations in Charleston that address this need:

No other program in Charleston does exactly what we are proposing the way we are proposing. For many of our programs, services are given to the individuals in those programs and when someone’s length of service expires, there is no choice but to discharge them. Programs also have service requirements, attendance requirements and policies that create barriers to program participation. What we are proposing is to accept individuals need these supports to obtain and maintain their housing who have 1. Exceeded service timeframes 2. Are able to obtain housing without being in a specific housing program but still need supports 3. Can utilize existing permanent housing programs but do not have access to needed supports. Our requirements will be pretty simple. Are you in the city of Charleston? Are you currently homeless? Have you been homeless in the last 6 months? Do you need supports? Do you want supports?

7. Describe the level of collaboration with other organizations on this program/project:

As with all things that happen in the KVC, none of us can do this alone. Referrals will come from existing programs as well as from our weekly Case Conferencing meetings. We will receive referrals and supports from multiple programs that work with this population. There will be situations where clients receive financial assistance or housing payment assistance from one agency, but their supportive services from this team. Agencies will be called on to lend their expertise for the ultimate good of those served.

8. How will duplication of services be prevented?

Since we will be the only free standing suppotrive services team, duplication s of services can be easily avoided. Participation in the weekly By Name List / Case Conferencing meetings will insure that services are not duplicated. Different agencies may offer difference services to a client, but one agency should always be the “lead” and make sure that communication is happening between agencies working with a client. Servicepoint (our Homeless Management Information System) tracks clients in the program as well as the case manager in the KVC assigned to them. This means the client may have multiple agencies working with them on different things, but they will have a lead agency assigned to them.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

This program will provide services to 72 individuals per year. This number is based off of the needs of clients on the Kanawha Valley Collective’s By Name List. There will be a staff to client ration of 1:12.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

Head of household must be at least 18 years of age. Participants must live in the city of Charleston. Client needs to be currently homeless or have experienced homelessness in the previous 6 months. They must agree to receive supportive services

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

N/A

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

1. 72 individuals will be served per year 2. 75% of those served will still be housed 12 months after services begin 3. 95% of those served will have birth certificates, social security cards and ID cards. 4. 95% of those served will successfully apply for food stamps

Budget

* 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?

☐ Yes ☒ No

* 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?

☒ Yes ☐ No

3. If yes, explain from which entities and the amounts requested for each program/project.

WV CAD - \$725,000 City of Charleston - CDBG - \$35,000 City of Charleston – MOECD - \$25,000

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

2018 – Home4Good - \$60,000 - closed 2019 – Home4Good - \$68,050 – in progress 2020 – Home4Good - \$242,000 - closed 2020 – The Greater Kanawha Valley Foundation - \$4,800 - closed CDBG – Birth Certificates & ID - \$14,000 – in process (will close this month) CDBG – Isolation & Quarantine - \$35,000 - closed CDBG – McCormick - \$25,000 - closed ESG-CV – \$725,000 – in process FY2018 HMIS – HUD - \$63,999 - closed FY2018 Planning – HUD - \$44,700 - closed FY2019 HMIS – HUD – \$136,799 - closed FY2019 Planning – HUD - \$45,326 - closed FY2020 Centralized Assessment – HUD - \$91,268 – in progress FY2020 HMIS – HUD - \$136,799 -m in progress FY2020 Planning – HUD - \$50,722 – in progress FY2020 – WVDHHR SOR - \$611,608 – Closed FY2022 – WVDHHR SOR - \$305,804 – in progress

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

This project will not generate any revenue. Costs requested for this project are for expenses related directly to staffing, including salary and benefits. Funds for supervision of staff (\$100,000), Supplies (10,000), Other (rent and utilities \$33,000) will come from other grant funding. Supplies include office supplies, computers and HMIS licenses.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

If this project is not fully funded. The budget will be examined and fewer staff will be hired, leading to fewer clients being assisted.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

Since this is the first of it’s kind team in the Charleston area, we hope that a successful implementation can lead to other grant opportunities. The KVC is always looking for grant opportunities, both for ourselves as an agency as well as to pass along to our members.

8. Briefly describe the organization’s fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

A comparison of actual expenditures with budgeted amounts will be made on a monthly basis for each grant. KVC will maintain procedures to minimize the time elapsing between the receipt of funds from the funding sources and the disbursement of funds by the grantee. All accounting records will be supported by source documentation. Financial duties and responsibilities will be separated to the best possible extent, given the small size of our organization. Specific instance of separation of duties are identified in various sections of the policy and procedure document.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

The grantee financial accounting system utilized by KVC shall provide for accurate, current and complete disclosure of the financial condition of all grants in accordance with appropriate funding source/KVC requirements. Accounting records will adequately identify the source and application of funds for grant-supported activities. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, income and unexpended fund balances. The system shall provide effective control over and accountability for all funds, property and other assets. The grantee shall adequately safeguard all such assets and will ensure that they are used solely for authorized purposes. Each grant and expense is coded separately allowing for easy separation of funds and reporting.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding

Internal/Self-Funding

1,302,600

Donations/Other Fundraising

Government Grants/Other

143000

* TOTAL REVENUE

1,445,600

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

1,050,000	100,000	1,150,000
-----------	---------	-----------

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
262500		262500

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
	10,000	

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
	33,000	33000

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
1,302,600	143,000	1,445,600

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

The Kanawha Valley Collective first began as a group in 1995 in response to the Department of Housing and Urban Development's (HUD) new Continuum of Care. HUD's strategy was to encourage community and governmental agencies to work together to develop local strategies for comprehensive systems of care for the homeless in their communities. A small group of providers was organized by the City of Charleston's Mayor's Office of Economic and Community Development (MOECD) to respond to HUD's new program and to develop a continuum of care system for the local community. After the first Continuum of Care was awarded by HUD, the CCofC continued to meet to discuss issues surrounding social service provision in the Kanawha Valley. These issues included but were not limited to: improvement of the local service delivery system; collaboration and coordination; how to eliminate duplication of gaps and services. Group members quickly discovered the meetings were a productive way to share ideas and network with other social service providers in the community. In the summer of 1997, the group changed its name from the CCofC to the 'Kanawha Valley Collective' (KVC), choosing the term 'collective' because it implied a unified mind and vision. Today, the KVC is strong and continues to grow in membership and collaborations. The KVC meets monthly as a membership to discuss the needs/issues of our area. Many committees meet on a regular basis to address specific needs of those the KVC collectively serve. Nearly 30 organizations and individuals have been actively participating in the KVC planning process. These agencies or individuals may be involved in the Continuum of Care planning process in one of four ways: 1) attending regular monthly or special KVC meetings; 2) participating in one of the KVC subcommittees or work groups; or 3) entering data into the KVC HMIS system; and/or 4) providing services to homeless individuals and families Now, the formalized KVC planning structure encompasses the seven components of a Continuum of Care. From prevention to permanent housing, the KVC planning structure focuses upon specific action steps to end homelessness and prevent a return to homelessness. The CoC also has in place the appropriate by-laws, policies, procedures, strategic plan and HMIS governance to meet CFR 578.7, the federal regulation outlining the Responsibilities of the Continuum of Care. This document contains the General Information, By-Laws, Policies and Procedures, HMIS Governance Document and Strategic Plan which satisfies this federal regulation for a Continuum of Care.

2. Provide the organization’s mission statement/purpose.

The mission of the KVC is: The Kanawha Valley Collective is a collaborative network dedicated to preventing and ending homelessness. Our vision statement is: Everyone has a safe, stable, place to call home

3. List any third-party references that can verify the organizations qualification or prior grant experience.

Amy Clark – MOECD - (304)348-8035 Margaret O’Neal – United Way of Central WV – 304-340-3500

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

It has long been said that “Housing is Healthcare”, as housing often provides the initial stability one needs to begin to address their healthcare needs. Additionally, one of the first and repeated questions asked by this agency at the beginning of the pandemic is Where do people quarantine when they have no where to quarantine. That question was actually directed towards individuals experiencing homelessness who had tested positive for COVID-19. However, what we couldn’t guess at the beginning of the pandemic is the effect that business shut-downs, occupancy mandates, and overall isolation would have on those experiencing homelessness. Since August 2019, there have been at least 5 times where our shelters have halted intakes due to COVID outbreaks, and these shut downs have lasted on average about 30 days, with the last two lasting about 40 days each. What makes it more stressful for individuals and families is that our two main shelters were closed for intakes simultaneously. Services for this population have stopped or changed adding more stress to their daily lives.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

N/A

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

Moving individuals into stable, permanent housing, reduces exposure to COVID-19. Keeping people in that same housing does the same. Housing stability impacts the health of the entire community. Housing stability can also impact the local economy in terms of rent for landlords and hopefully employees for businesses.

THE APPLICANT UNDERSTANDS:

- *
- ☒ 1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as “confidential.”
- *
- ☒ 2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

THE APPLICANT CERTIFIES THAT:

- *
- ☒ 1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>
- *
- ☒ 2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.
- *
- ☒ 3. The information submitted to the City of Charleston (“City”) in this application, and substantially in connection with this application, is true and correct.
- *
- ☒ 4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
- *
- ☒ 5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.
- *
- ☒ 6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.
- *
- ☒ 7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.
- *
- ☒ 8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

* Signature Traci Strickland	* Date 12/15/2021
Authorized representative of Applicant/Organization	Format: MM/DD/YYYY

*** PRINTED NAME:**

Traci Strickland

* **TITLE OF APPLICANT:**

Executive Director

* **ORGANIZATION NAME:**

Kanawha Valley Collective

Upload a File

Choose File

No file chosen

Kanawha Valley Collective

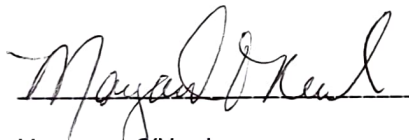
Board Resolution

City of Charleston American Rescue Plan funding

Now, therefore, be it resolved that the Board of Directors of the Kanawha Valley Collective hereby authorizes:

Traci Strickland, Executive Director, to apply for American Rescue Plan funding from the city of Charleston WV for the purpose of creating a Supportive Services Team.

This was voted on and approved by the Kanawha Valley Collective Board of Directors on November 19, 2021

 12/14/2021

Margaret O'Neal
Board Member
Kanawha Valley Collective

Risk Assessment Tool	
Grantee Name:	Kanawha Valley Collective
Grant Program Name:	Homelessness Supportive Services Team
Grant #:	
Grant Amount:	\$450,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A (select from drop down)	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	Yes	1	Receives multiple HUD grants
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	Yes	1	
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	Yes	1	

Available Total 14 Total Risk Score 13

LEGEND		
High Risk	Less than	4
Medium High	Between	4-7
Medium Low	Between	8-11
Low Risk	Greater than	11

Notes	
	The organization currently receives federal grants that require monitoring and reporting.
Concerns	
	None
Recommendations	
	Recipient should provide all invoices and receipts along with monthly reimbursement requests.

Notice of Subaward

Subrecipient Name: Kanawha Valley Collective, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: PBZLBE2MNRR2	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood Finance Director (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	Subaward Period of Performance: 5/1/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$450,000	Total Amount of Federal Funds obligated to the Subrecipient: \$450,000
Approved Budget Categories: EC 2.16 - Long-term Housing Security: Services for Unhoused Persons	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward 2. Subrecipient Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and Kanawha Valley Collective, Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 1 United Way Square, Charleston, WV 25301 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated \$36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

- A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:
 - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
 - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
 - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
 - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
 - Fund payments are subject to Subpart F regarding audit requirements.
- D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.

- B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$450,000 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.
- B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:
 - 1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
 - 4. To make necessary investments in water, sewer, or broadband infrastructure;

And

- 1. Are described in the SOW; and
 - 2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.
- C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:
 - 1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
 - 2. Damages covered by insurance;
 - 3. Usage of funds as a deposit into any pension fund;
 - 4. Expenses that have been or will be reimbursed under any federal program;
 - 5. Debt service cost;
 - 6. Contributions to a “rainy day” fund; and
 - 7. Legal settlements
- D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager’s Office, 501 Virginia Street East, Charleston, WV 25301. To be

eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”
- E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been “obligated,” contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.
- F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.
- G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.
- H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

- I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

- A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.
- B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
 - June 30, 2022, due July 5, 2022
 - September 30, 2022, due October 5, 2022
 - December 31, 2022, due January 5, 2023
 - March 31, 2023, due April 5, 2023
 - June 30, 2023, due July 5, 2023
 - September 30, 2023, due October 5, 2023
 - December 31, 2023, due January 5, 2024
 - March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024
 - December 31, 2024, due January 5, 2025
 - March 31, 2025, due April 5, 2025

- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

- B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a “Final Project Report,” in which the Subrecipient shall describe the status of the Subrecipient’s implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.
- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

- A. In the event that the Subrecipient expends \$750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient’s audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.
- B. If the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

- C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.
- D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

- A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

- B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results

of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:
 - a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
 - b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
 - c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.
- B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, the Kanawha Valley Collective will serve individuals and families throughout Charleston who are experiencing homelessness and may also have substance use disorders, serious mental illnesses, serious emotional disturbances, or co-occurring mental and substance use disorders. This includes chronically homeless individuals, homeless or chronically homeless veterans, and homeless families and youth. Over a period of four years, participants will receive assistance obtaining and maintaining housing and if they choose will also receive referrals and access to: mental health services, substance abuse treatment, enrollment in mainstream benefits, and connections to other community services to meet their individual needs.

Additionally, by providing services in homes of currently housed participants, the organization will teach them skills to maintain their housing and when they are ready to successfully graduate the program, the services phase out and the individual remains in the home where the skills were learned.

The subrecipient projects that it will require a period of 4 years to fully implement the programs and successfully serve the affected population.

The objectives to be tracked through performance reports include:

- Number of homeless individuals or families who access sustainable permanent housing (# of participants/quarter)
- Number of participants who sustain permanent housing (# of participants/quarter)
- Number of participants who receive direct mental health and/or substance abuse treatment (# of participants/quarter)
- Number of participants who receive case management designed to improve access to and retention in services (# of participants/quarter)
- Number of participants who enroll in mainstream benefits for which they qualify, including Medicaid, SSI, SSDI, TANF, SNAP, and veteran benefits (# of participants/quarter)

Exhibit B – Project Budget

Item	Amount
Year 1 Staff Payroll Costs	\$112,500
Year 2 Staff Payroll Costs	\$112,500
Year 3 Staff Payroll Costs	\$112,500
Year 4 Staff Payroll Costs	\$112,500
Total Program Cost	\$450,000

1 Resolution No. 644-22

3 Introduced in Council:

5 May 2, 2022

7 Introduced by:

9 Joseph Jenkins

Adopted by Council:

Referred to:

Finance

12 Resolution No. 644-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Festivall Charleston in the total amount of \$150,000 and to execute
14 appropriate agreements establishing the terms and conditions imposed upon the recipient,
15 including ongoing duties for reporting on expenditure and programmatic activities and binding
16 covenants to spend funds in accordance with the purposes for which such funds were granted.

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

20 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
21 funds to Festivall Charleston in the total amount of \$150,000 and to execute appropriate
22 agreements establishing the terms and conditions imposed upon the recipient, including
23 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
24 to spend funds in accordance with the purposes for which such funds were granted. The grant
25 is approved in full or in part based upon information submitted to the City in the grant
26 recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The City
27 Manager is directed to withhold grant funding to the grant recipient should the City Manager
28 determine that the grant recipient has failed to adhere to the obligations established in the
29 agreement or fails to adhere to applicable local, state, or federal law.



**American Rescue Plan Act (ARPA)
Funding Application
Non-Profit, Community Groups, Neighborhood Associations, and Businesses
APPLICATION DEADLINE: December 15th 2021**

GENERAL INFORMATION

Name of Project/Program: FestivALL Charleston Program Expansion

Organization Name: Festiv-ALL Charleston, West Virginia, Inc.

Address: 108 ½ Capitol Street Charleston, WV 25301

Primary Contact Person: Maria Belcher

Title: Executive Director

Phone: 304-470-0489

Email: maria@festivalcharleston.com

Federal Tax ID: 27-0112863

DUNS: 828362215

List the organization's owner(s), Board of Directors, senior staff members, and other key members:

2021-2022 Board of Directors, Festiv-ALL Charleston, WV, Inc.

Officers:

- **President** – LJ Fairless, Owner, Snodgrass Funeral Home (Charleston, WV)
- **Vice President** – Jamie Alley, Deputy Director/General Council, WV Board of Medicine (Glasgow, WV)
- **Treasurer** – Staunton Gorrell, CPA, Brown, Edwards, & Company LLP (Charleston, WV)
- **Secretary** – Sarah Bailey, former attorney (Charleston, WV)

Members:

- John Auge, Auge+Gray+Drake Collective Works, LLC (Charleston, WV)
- Allie Bodnar, Account Executive, Fahlgren Mortine (Charleston, WV)
- Tim Brady, President & CEO, Charleston Convention & Visitors Bureau (Charleston, WV)
- Clifton Clark, Vice President, Trust Officer (Charleston, WV)
- Mark Davis, Vice President, Retail Region Manager, City National Bank (Charleston, WV)
- Dr. Dan Foster, former Senator, surgical MD CAMC (Development Committee Chair) (Charleston, WV)
- Victor Grigoraci, City Treasurer, former CPA/PFS, CPP, Hayflich Grigoraci (Charleston, WV)
- Larry Groce, FestivALL Founding Executive Director, Mountain Stage Radio Host and Artistic Director (Charleston, WV)
- Mary Beth Hoover, City Council Representative (Charleston, WV)
- Betty Ireland, former Secretary of State (Charleston, WV)
- Brittany Knox, Special Events Coordinator City of Charleston, Mayor Goodwin's designated appointee to the FestivALL Board (Charleston, WV)
- Nina Denton Pasinetti, Artistic Director, CLOG (Charleston, WV)
- Jennifer Pharr, Riggs Corporation (Charleston, WV)
- Nick Quinn, Owner, Black Eagle Tattoo & Guided Age Tatto (Charleston, WV)
- Morgan Robinson, VP of Marketing and Sales, Clay Center for the Arts & Sciences (Charleston, WV)
- Susie Salisbury, VP Community Development, Charleston Business Alliance, former Charleston City Council (Charleston, WV)
- Sue Sergi, President Glotfelty Foundation, former President/CEO Clay Center for the Arts & Sciences (Charleston, WV)
- Deno Stanley, Owner, Adelphia Sports Bar & Grill (Charleston, WV)
- Emily Wall, Vice President – Global Compliance, Live Nation Entertainment (St. Albans, WV)
- Don Wilson – Managing Member and CEO, Capital Insurance Group, LLC (Charleston, WV)

Staff:

Maria Belcher, Executive Director

Mallory Richards, Marketing & Productions Coordinator

Mallory Burka, Administration & Neighborhood Arts Coordinator

Describe any partner organizations, their roles, and your relationship with them:

The following list includes but is not limited to production partners & co-presenters of FestivALL events:

Academy of Arts at January's & JADCO's Contemporary Dance Company

African American Philanthropy in Action Giving Circle of the Greater Kanawha Valley Foundation

Allied Artists of West Virginia

American Legion

Appalachian Children's Chorus

Bernice Deakins

Berry Hills Country Club

Bigley Avenue Economic Development Foundation

Black Sheep Burrito & Brews

Bob Burdette Center

Bridge Road Neighborhood Association

Cavary Baptist Church

Capital High School Dance Company

Capitol Market

Cavendish Hall

Charleston Area Alliance

Charleston Area Medical Center Foundation

Charleston Ballet, Inc.

Charleston Chamber Music Society

Charleston Civic Chorus

Charleston Coliseum & Convention Center
Charleston Convention & Visitors Bureau
Charleston Light Opera Guild
Charleston Main Streets
Charleston Montessori
Charleston Town Center Mall
Children's Theatre of Charleston
City of Charleston
City of Charleston Office of Public Art
City of Charleston Parks and Recreation
City of Charleston Stormwater Department
Clay Center for the Arts and Sciences
Contemporary Youth Arts Company
Davis Child Shelter
Downtown Retailers Association
Drum N' Fun
Edgewood Elementary
Embassy Suites
Eric Douglas
Federated Jewish Charities of Charleston
Floralee Hark Cohen Cinema
Folded Leaf Yoga, Traci Levine
FOOTMAD
Frieda Forsley
Fund for the Arts
Girl Scouts
Gregg Oxley

Healthy Grandfamilies
Herbert Henderson Office of Minority Affairs
HospiceCare
Ian Bode
Imagination Friends
Kanawha Chapter of the American Guild of Organists & David Donathan
Kanawha County Public Library
Kanawha Regional Transportation Authority
Kanawha Valley Community Band
Kiwanis Club of West Charleston
Leeshia Lee
Lighthouse of Learning Academy
Marc Harshman
Mary C. Snow West Side Elementary
Moses Auto Group Live on the Levee
MotionMasters
Mountain Stage Radio Show
Mountaineer Montessori
Partnership for African American Churches
Paul L. Dunbar Second Avenue Center
Religious Coalition for Community Renewal
River City Youth Ballet Ensemble
Salvation Army Boys and Girls Club of Charleston
Step by Step
Stonewall Jackson Middle School
Sunrise Carriage Trail
Taylor Books

Three Things & Jeff Shirley
Trillium Performing Arts Collective
United Way
West Virginia Division of Arts, Culture & History, Archives & History Library
West Virginia International Film Festival
West Virginia Music Hall of Fame
West Virginia Dirty Birds Baseball
West Virginia Public Broadcasting
West Virginia Symphony Orchestra
West Virginia Youth Symphony
WV-DEP Watershed Improvement Branch
YWCA Charleston

BUDGETARY OVERVIEW - Must match Budget Worksheet

Funds Requested: \$150,000 to be divided between 2022, 2023, and 2024

Total Program/Project Cost: \$975,000 (\$325,000 each year)

Annual Organization Budget: \$500,000

Request Summary

1. Provide a narrative overview/summary of the request.

Topics that may be included but not limited to:

- a. Purpose and anticipated outcomes
 - b. Individuals, entities, or communities served
 - c. How the pandemic has necessitated this request
 - d. Amount of any estimates and bids received to date
 - e. Timeline for project completion
- a. Purpose and anticipated outcomes: FestivALL envisions a future where Charleston is an artistically and economically thriving community and cultural destination due, in part, to the leadership of the organization and its comprehensive and robust arts and entertainment opportunities.

FestivALL aims to achieve this through:

- Improving the quality of life for residents in the community by providing impactful arts

- and entertainment opportunities
- Collaborating with other arts organizations, artists, and business leaders
- Promoting and highlighting Charleston as a destination. By offering unique experiences,
FestivALL is helping to attract visitors, increase footfall, and promote our city as an attractive place to live, work, and visit
- Incorporating programmatic diversity:
 - Programming for adults, families, and children
 - Local, regional, national, and international arts and entertainment opportunities
 - Traditional and experimental arts
 - Cultural and ethnically inclusive events
- Making the arts accessible through free and low-cost events and experiences
- Engaging community members through volunteer opportunities, internships for young adults, commissioning work, and contracting services
- Ensuring that our community's youth have enriched learning experiences through direct arts instruction, workshops, and performance opportunities

Each year, FestivALL's seasonal event series include 100+ events that feature more than 700 visual and performing artists. Together with our partners, we present these events in roughly 40 indoor and outdoor venues across the City of Charleston. Our goal is to provide at least 75% of these events free for the public to attend. We aim to serve all individuals and communities with low income by offering free and low-cost ticket options. If an event has a ticket price, it will be as affordable as possible (\$5-\$30).

Funds awarded from the ARPA grant program will help ensure that FestivALL can not only maintain the quality of programs and events that are enjoyed by many who live and visit the region – but grow the offerings and deliver a robust lineup of programming over the next three years. FestivALL plays a crucial role in the region's social and economic health. This expansion of offerings will ensure that more artists are hired, production quality can be increased, marketing of events can be supplemented, and new events can be implemented at new venues across the City of Charleston.

b. Individuals, entities, or communities served: A variety of ethnic groups, ages, gender identifications, income ranges, and geographic regions are represented at FestivALL events and programs. FestivALL's goal is to have "something for ALL" no matter your interest, exposure, or experience in the arts. Due to the array of events and program offerings, we do spend a larger portion of our marketing budget within a 3-4 hour driving radius of Charleston, WV to attract a wide range of audience members.

On average, FestivALL sees ~60-75,000 attendees annually across all events. 56% of attendees are Charleston residents and 15% have traveled from more than 60 miles away from Charleston. Each year, FestivALL also consistently attracts new attendees. In fact, over the last 5 years, at least 20% of attendees are new to FestivALL!

The Neighborhood Arts Initiative is focused on communities, schools, and after-school programs on Charleston’s West Side. The overall target population for this project is children, youth, and their families who, due socioeconomic and other factors, may not have regular access to arts education and experiences.

c. How the pandemic has necessitated this request: In 2020 & 2021, FestivALL produced hundreds of virtual and hybrid events and provided paying gigs for thousands of artists. While FestivALL has seen great success in the last two years delivering “VirtuALL” and hybrid (online and in-person) programming, there is nothing quite like the vibrancy of Charleston during a full FestivALL.

Without the standard “blockbuster” events such as Dance FestivALL, the Capitol Street Art Fair, Mayor’s Concert, etc., income from ticket sales and sponsorships has significantly decreased. FestivALL is not seeking to replace any lost revenue, but ARPA funds would allow FestivALL to expand offerings and produce events that have been very missed the last two years.

It isn’t just FestivALL’s bottom line that has been impacted by the COVID-19 pandemic. If FestivALL events are not at full scale and in person, then artists who sell works at events don’t make their anticipated earnings – and local businesses who are nearby events don’t see the foot traffic and sales that they look forward to each year. FestivALL’s annual impact is \$1.4 million dollars. **Any money that is awarded to FestivALL comes back to the City of Charleston x9 in the form of parking revenue, hotel stays, taxes, and more.**

e. Timeline for project completion
Annual Work Plan:

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Major Steps												
a. Booking/accepting new event ideas	X	X	X	X				X	X		X	
b. Event pre-production	X	X	X	X	X	X		X	X	X		
c. Marketing/promotions			X	X	X	X			X	X		
d. Event production/education outreach						X				X		
e. Evaluations/attendance							X	X		X	X	
f. Assessing surveys, etc./planning for next year							X	X	X	X	X	X
g.												
h.												
i.												
j.												
k.												
l.												

Program/Project Details

1. The funding will be used to:

Start a new program/project

Maintain an existing program/project

X Expand an existing program/project

2. If funded, will the program/project be completed within FY 2022?

No

If no, when is expected completion year?

Ongoing

3. Which eligible ARPA Expenditure Category does this program/project represent (See <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for further details)? Please check all that apply:

X Public Health

1.5 Personal Protective Equipment

X Negative Economic Impacts

2.10 Aid to Nonprofit Organizations

2.11 Aid to Tourism, Travel, or Hospitality

X Services to Disproportionately Impacted Communities

3.4 Education Assistance: Social, Emotional, and Mental Health Services

Premium Pay

Infrastructure

Other

4. Briefly describe the program/project funds are being requested for:

FestivALL has been deliberate in its growth, engaging stakeholders along the way to ensure that we are providing our audience with the unique, quality, and affordable experiences in the arts they want and need. As we head into 2022, navigating the ever-shifting landscape of event production amidst the COVID-19 pandemic, FestivALL remains committed to serving our mission. We believe that by investing in cultural activities and arts, Charleston can offer a high quality of life for its residents, attract and retain businesses, welcome greater numbers of visitors and tourists, and encourage life-long learning in people of all walks of life.

FestivALL Charleston is a year-round operation with many events and programs that work to serve our mission:

- **February/March:** FeativALL
- **February-October:** Three Things: monthly speaker series
- **May:** Summers Street Showcase
- **June:** FestivALL: 15 days of art, music, theater, dance, family-fun, and more
- **October:** FestivFALL: 10 days of programming as the season becomes a work of art
- **October:** Taste-of-ALL
- **Year-round:** Neighborhood Arts Initiative, supporting arts education activities and accessibility through free and low-cost events and experiences, including Ticket Town.

FestivALL is requesting funds for an expansion of the annual programming listed above throughout 2022-2024. This expansion will allow FestivALL to utilize new venues, increase the quantity of paying opportunities for local artists, secure prestigious performers, provide PPE and necessary safety precautions for both audience members and performers, and ensure that a high percentage of events are free for the public to enjoy. The ARP funds will provide a meaningful and impactful boost to the return to full-scale live events in the coming years.

Specific program examples include but are not limited to:

- **February/March:** FeativALL – a full weekend of culinary arts-themed events utilizing local chefs teaching classes, a Brunch Walk among local restaurants
- **February-October:** Three Things: monthly speaker series at larger, outdoor venues like the Capitol Market and Clay Center that will feature live music from local bands
- **May:** Summers Street Showcase increased footprint to include Slack Plaza and Brawley Walkway
- **June:** FestivALL: 15 days of art, music, theater, dance, family-fun, and more
 - Large-scale art installations in Brawley Walkway (umbrellas, floral installations, Dizzy Doc balloon sculptures)
 - Slack Plaza programs (dance lessons, local theater group performances, f
- **October:** FestivFALL: 4 days of programming as the season becomes a work of art
 - Expand to 10-12 days of programming
- **October:** Taste-of-ALL
- **Year-round:** Neighborhood Arts Initiative, supporting arts education activities and accessibility through free and low-cost events and experiences, including Ticket Town.
 - Expansion of Neighborhood Arts Initiative to include workshops and lessons for underserved youth
 - Christmas market in Slack Plaza

4. Describe the need for this program/project:

Cultural tourism creates conditions that can support business growth while “contributing more broadly to quality of life”(2.) for residents and visitors alike. As we emerge from the economic havoc caused by COVID-19, the arts will provide a vital path forward. FestivALL is

prepared to continue serving as a leader and connector in our community to support this next phase of growth in Charleston.

Arts and economic recovery research shows how the arts strengthen the economy following periods of acute economic distress. For example, after the Great Recession of 2008-2009, the arts “rebounded rapidly from economic shocks. In the year immediately following, the average gross state product per capita rose by 3% while the average state arts economy grew by 3.4%.” (1.) While no single sector will be able to reactivate our economy, cultural tourism is a key ingredient in the recipe for our community’s success. In 2018, visitors to West Virginia spent roughly \$319 million on arts, entertainment, and recreation activities which the National Assembly of State Arts Agencies shares “led to direct employment of more than 12,400 workers.”(2.) This infusion of tourism dollars is felt on a state and local level. After speaking with many local business owners, FestivALL learned that their businesses often see an increase in revenue of 25-45% during FestivALL and that it is “the highlight of their summer season.”

In addition to the economic benefits of arts and culture events like FestivALL, there is also a significant social impact. Surveyed attendees of FestivALL events frequently share comments like “FestivALL brings everyone together” and that FestivALL provides “a wonderful creative atmosphere” and a “sense of community.”

1. Noonan, Douglas S. *The Arts and Culture Sector’s Contributions to Economic Recovery and Resiliency in the United States*. Jan. 2021, nasaa-arts.org/wp-content/uploads/2021/01/ArtsCultureContribEconRecovery-KeyFindings.pdf.
2. Holland, David. National Assembly of State Arts Agencies. *Creative Economies and Economic Recovery*. Jan. 2021, nasaa-arts.org/wp-content/uploads/2021/01/CreativeEconomiesandEconomicRecovery-CaseStudies.pdf

6. List other Charleston organizations in Charleston that address this need:

The beautifully unique thing about FestivALL is that while there are other arts organizations in the area, none do what FestivALL does. The high level of collaboration provides opportunities that smaller organizations or individuals would not have otherwise. It also allows for partnerships between groups of all sizes to leverage larger projects. Great things happen when people work together!

7. Describe the level of collaboration with other organizations on this program/project:

FestivALL is by design a consortium of individuals and groups. This cooperation is the heart and soul of the organization - shaping, forming, organizing, and making every offering

possible. Partnering with over 90 arts organizations and hundreds of artists each year, FestivALL is a city-wide multi-arts series of events that take place in over 40 venues across the city. In order to achieve 20-25 days of festival programming, FestivALL connects leaders of creative endeavors to encourage resource sharing, continued learning, and promotion of tourism. This resource mapping results in a full schedule of engaging events and programs – and fosters a spirit of collaboration and community that lasts throughout the year.

Each year, FestivALL engages existing partners and has an open submission period where individuals and organizations can submit event/program ideas with proposed levels of coordination. These applications are reviewed and applicants are invited to come in and discuss the details, logistics, and budget (if requesting funding from FestivALL) of their event with the Committee. We find that community partners, artists, and arts organizations all look forward to FestivALL and many build their summer and fall programming around their featured event(s) during FestivALL and FestivALL Fall.

8. How will duplication of services be prevented?

Duplication of services will be prevented by constant and thorough communication with partners, funders, and artists. We take pride in the level of communication and the sense of collaboration that is fostered at FestivALL. This trust and communication allows for space to be taken up with partnership instead of competition.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

A variety of ethnic groups, ages, gender identifications, income ranges, and geographic regions are represented at FestivALL events and programs. FestivALL's goal is to have "something for ALL" no matter your interest, exposure, or experience in the arts.

Of the 60-75,000 attendees of FestivALL events annually, an average 56% of them are Charleston residents. This number is determined based on the thousands of self-reported surveys we gather from attendees at all levels of events and averaged out by the headcount at events. We gather the zip code from all survey responders and map out how far that individual or family lives from zip code 25301. That information allows us to determine Charleston area residents, county, state, and even country of origin.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

A variety of ethnic groups, ages, gender identifications, income ranges, and geographic regions are represented at FestivALL events and programs. FestivALL's goal is to have "something for ALL" no matter your interest, exposure, or experience in the arts.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

The average self-reported expenditure on the surveys is \$121/person which amounts to an estimated \$968,000-\$1.3 million dollar impact in the City of Charleston. The return on the City's investment doesn't stop there. That is before we begin adding up hotel stays (~\$250,000), parking income (~\$24,000), local artists wages to perform during FestivALL (~\$70,000), etc.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

N/A

Budget

1. Has the organization received funding from the City of Charleston in the past for a similar program/project?

Yes

2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?

Yes

3. If yes, explain from which entities and the amounts requested for each program/project.

WV Department of Arts Culture & History: \$13,845 CARES ACT

State of WV, Governor's discretionary fund: \$11,881

WV Department of Arts Culture & History: \$20,527 ARP

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

2019, 2020, 2021: City of Charleston - \$150,000

2019, 2020, 2021: Greater Kanawha Valley Foundation, Arts Programs - \$24,000

2020: Greater Kanawha Valley Foundation, COVID-19 Relief - \$30,000

2020: Gaines & Annie Wehrle Fund - \$25,000

2021: Gaines & Annie Wehrle Fund - \$10,000

2019, 2020, 2021: Glotfelty Foundation - \$10,000

2019: Daywood Foundation - \$10,000

2020, 2021: Daywood Foundation - \$5,000

2019, 2020, 2021: Elliot Foundation - \$10,000

2019, 2020, 2021: State of WV, Fairs & Festivals line item - \$11,881

2019, 2020, 2021: Maier Foundation - \$7,000

2019, 2020, 2021: \$35,000 annually (granted by other misc. grants that are \$5,000 or less each (Jacobson Foundation, Herscher, Wehrle, WV Humanities Council, Envoca, Truist, Central WV CVB, WV Arts Presenters, etc.)

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

It takes roughly \$335,000 annually to produce a year of FestivALL events. The income and expenses outlined in the budget worksheet reflect totals across the three years that FestivALL anticipates expending the ARPA award.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

FestivALL has prepared several working budgets for the upcoming fiscal year in anticipation of fluctuating programming. If FestivALL is not awarded ARPA funds, the scale of programming will continue as it has in previous years as long as corporate sponsorships do not continue to decline. Adjustments on program quantity and cost will be made in order to achieve a balanced budget.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

In the 3 years that FestivALL is proposing to use ARPA funds to expand programmatic offerings, the Development Committee has committed to producing a sustainability plan that will ensure the continuation and further expansion of FestivALL's annual events. This plan includes increasing the FestivALL annual fund, targeting and identifying additional grants, and sourcing out larger scale corporate sponsorships on a national level that align with the vision of FestivALL and the audience.

8. Briefly describe the organization's fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

The management and protection of FestivALL's financial resources is of the utmost importance. FestivALL continues to examine organizational procedures to ensure that we are aligned with financial best practices.

The Executive Director is responsible for maintaining the daily finance operations and keeping the Finance Committee and Board of Directors updated on overall real-to-planned spending and income. An independent, external accounting firm provides monthly services that include but are not limited to: statement reconciliations, financial reports, and payroll. The Board Treasurer/Chair of Finance Committee remains in consistent contact with the Executive Director to further review monthly financial statements and present to the Finance Committee on a monthly basis. A second independent, external accounting firm provides an annual financial review that is presented to the Board of Directors. Communications and file sharing between all of the aforementioned parties is done via a secure web portal. This provides consistent access to payment and deposit logs, bank statements, payroll, and other financial documents with notifications sent to the accounting firm, FestivALL Executive Director, Board President, and Board Treasurer/Finance Chair any time there is activity.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

FestivALL is very familiar with the practice of operating with restricted funds and is prepared to track ARPA funds separately through "accounts" and "classes" in our QuickBooks software as well as our accounting firm and financial review firm being aware of this additional pot of money that has its own restrictions and allotments.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

Proposed City ARPA Funding	\$150,000
Internal/Self-Funding	\$50,000
Donations/Other Fundraising	\$380,000
Government Grants/Other	\$495,000
TOTAL REVENUE	\$975,000

Expenses Projections

List all Estimated Expenses for this Program/Project

Please note that all subsequent expenses are for three years (2022, 2023, 2024)

Salaries/Wages

Amount Requested from City	\$0
Amount Requested from Other Sources	\$100,000
Total Estimated Expenses	\$100,000

Benefits & Matchings

Amount Requested from City	\$0
Amount Requested from Other Sources	\$0
Total Estimated Expenses	\$0

Contracted Services

Amount Requested from City	\$75,000
Amount Requested from Other Sources	\$315,000
Total Estimated Expenses	\$390,000

Program Materials

Amount Requested from City	\$20,000
Amount Requested from Other Sources	\$10,000
Total Estimated Expenses	\$30,000

Marketing

Amount Requested from City	\$40,000
Amount Requested from Other Sources	\$125,000
Total Estimated Expenses	\$165,000

Supplies

Amount Requested from City	\$15,000
Amount Requested from Other Sources	\$350,000

Total Estimated Expenses	\$375,000
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Other

Amount Requested from City	\$0
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Amount Requested from Other Sources	\$0
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Total Estimated Expenses	\$0
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Total Expenses

Amount Requested from City	\$150,000
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Amount Requested from Other Sources	\$825,000
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Total Estimated Expenses	\$975,000
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Organizational Details

1. Describe the history of the organization and its current programs and activities.

FestivALL serves its mission in Charleston, WV through a variety of multi-arts events and programs which are low-to-no cost to attendees. These opportunities employ artists and catalyze collaboration with arts groups on local, regional, national, and sometimes international levels.

In 2003, a group of citizens presented the idea of a comprehensive arts and entertainment festival to Danny Jones, who was serving as the Mayor of Charleston at the time. Mayor Jones consulted Mountain Stage Producer/Host Larry Groce who suggested that the concept be paired with existing efforts in Charleston - such as Wine & Jazz and Charleston Light Opera Guild productions. Then, in 2004, FestivALL was born and formally incorporated. The following year, the first FestivALL was held over a three-day weekend in June 2005 that featured music, theater, dance, and visual art. Since then, events and programs have expanded to offer year-round arts and entertainment opportunities that include but are not limited to:

- FestivALL (15-day festival in June: namesake event)
- FestivFALL (10-day festival in October)
- Three Things (year-round speaker series)

- Neighborhood Arts Initiative (year-round arts education outreach program for underserved afterschool programs)

FestivALL was born from high-level cooperation and a genuine spirit of partnership. These values have remained central to operations ever since. Each year, FestivALL partners with more than 90 community groups to produce 200+ events that occur all across the city of Charleston.

2. Provide the organization's mission statement/purpose.

FestivALL Charleston's mission is to create, produce, and present vibrant arts experiences and entertainment opportunities and serve as a catalyst for others in the community to do the same.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

Jeff Pierson – Director of the City of Charleston Office of Public Art (letter of support enclosed)

Bryan Cooper – Director, Charleston Creativity Connection (letter of support enclosed)

Stephanie Hyre – Senior Program Office of Greater Kanawha Valley Foundation

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

In 2020 & 2021, FestivALL produced hundreds of virtual and hybrid events and provided paying gigs for thousands of artists. While FestivALL has seen great success in the last two years delivering "VirtuALL" and hybrid (online and in-person) programming, there is nothing quite like the vibrancy of Charleston during a full FestivALL.

Without the standard "blockbuster" events such as Dance FestivALL, the Capitol Street Art Fair, Mayor's Concert, etc., income from ticket sales and sponsorships has significantly decreased. FestivALL is not seeking to replace any lost revenue, but ARPA funds would allow FestivALL to expand offerings and produce events that have been very missed the last two years.

It isn't just FestivALL's bottom line that has been impacted by the COVID-19 pandemic. If FestivALL events are not at full scale and in person, then artists who sell works at events don't make their anticipated earnings – and local businesses who are nearby events don't see the foot traffic and sales that they look forward to each year. FestivALL's annual impact is \$1.4 million dollars. **Any money that is awarded to FestivALL comes back to**

the City of Charleston x9 in the form of parking revenue, hotel stays, taxes, and more.

- 2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.**

N/A

- 3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?**

ARPA funds awarded to FestivALL will play a vital role in Charleston's recovery from the COVID-19 pandemic – through providing paying opportunities to those who live and work in Charleston, bringing tourism dollars to local businesses, creating arts and entertainment opportunities for residents and visitors, and provide joy and hope for attendees.

THE APPLICANT UNDERSTANDS:

- 1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as "confidential."**

YES

- 2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.**

YES

THE APPLICANT CERTIFIES THAT:

- 1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>**

YES

2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.

YES

3. The information submitted to the City of Charleston ("City") in this application, and substantially in connection with this application, is true and correct.

YES

4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.

YES

5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.

YES

6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

YES

7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.

YES

8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

YES



Maria Belcher, Executive Director

Festiv-ALL Charleston, West Virginia, Inc.

12/15/2021

FestivALL Charleston
PO Box 11287
Charleston, WV 25339



www.festivallcharleston.com

To whom it may concern:

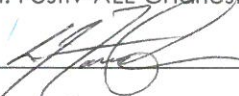
The Festiv-ALL Charleston, West Virginia, Inc. Executive Committee of the Board of Directors board passed the following resolution on 12/14/2021.

Be it resolved that Festiv-ALL Charleston, West Virginia, Inc. hereby authorizes Executive Director Maria Belcher of Festiv-ALL Charleston, West Virginia, Inc. to apply for American Rescue Plan Act (ARPA) Funding through the City of Charleston, WV, on behalf of Festiv-ALL Charleston, West Virginia, Inc.

Be it also resolved that the Festiv-ALL Charleston, West Virginia, Inc. hereby authorizes Executive Director Maria Belcher of the Festiv-ALL Charleston, West Virginia, Inc. to act on its behalf to enter into an agreement with the City of Charleston to receive the awarded funds pursuant to the provisions of its application for the American Rescue Plan Act (ARPA) grant.

By: L.J. Fairless, FestivALL Board President

Organization: Festiv-ALL Charleston, West Virginia, Inc.

Signature: 

Date: 12-14-21

December 13th, 2021

To the City of Charleston's ARPA Grant Review Committee:

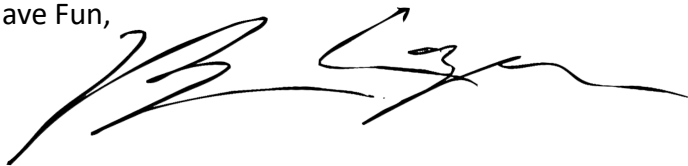
It is my pleasure to write to you in support of FestivALL Charleston's American Rescue Plan application to the City of Charleston.

FestivALL Charleston is a valued partner of Charleston Creativity Connections, and our Advisory Council has found FestivALL a ready collaborator and thought partner. FestivALL's excellent programming coupled with its history as a city-wide and multi-arts creator, presenter, and producer makes it a trusted community resource that drives community economic development through the arts. Charleston Creativity Connections is fortunate to benefit from having FestivALL's Executive Director, Maria Belcher, serve on its Advisory Council as Maria offers invaluable expertise in marketing and programming, among other aspects of our community economic development work.

FestivALL's mission to create, produce and present vibrant arts experiences and entertainment opportunities and serve as a catalyst for others in the community to do the same aligns with Charleston Creativity Connection's core purpose. Through FestivALL, "a city becomes a work of art," and we stand ready to collaborate on any future initiative that FestivALL leads.

Should you have any additional questions, please don't hesitate to contact me at bryan@getcreativewv.com or by phone at 304-207-0007.

Have Fun,



Bryan Cooper

Director of Charleston Creativity Connections



December 13, 2021

The Honorable Mayor Amy Shuler Goodwin
City of Charleston
501 Virginia Street E
Charleston, WV 25301

Dear Mayor Goodwin,

On behalf of the City of Charleston's Office of Public Art, I am writing in support of FestivALL Charleston in their request for funding through the City of Charleston's American Rescue Plan Act (ARPA) funds.

The City of Charleston's Office of Public Art believes that FestivALL's events and programs align with our office's goals to provide meaningful experiences in the arts and improve the quality of life for those in our community. FestivALL is a premier collaborator in our city's arts community and has built a reputation for being an enthusiastic and dependable partner.

Partnerships between our two organizations in the last two years include but are not limited to: Artist Alley - an installation of 9 semi-permanent paintings in Charleston's West Side, Charleston ARTbus, the Charleston Winter Parade, GoodSpace Murals, FestivALL Art Parade, FestivALL Porch Parade, Glow in the Park, and special FestivALL workshops for the MLK Jr. Mural at the MLK Jr. Community Center, etc. The City of Charleston's Office of Public Art looks forward to continuing partnerships like these in the years ahead with many exciting projects.

In addition to the events and installations that FestivALL and the City of Charleston's Office of Public Art partner to produce, we have also bridged a relationship that allows us to share and leverage resources on larger collaborative projects. The City of Charleston's Office of Public Art is a committed partner to FestivALL and remains enthusiastic to continue the work of highlighting Charleston and West Virginia as a vibrant area of arts and culture.

Please feel free to contact me with any questions or comments regarding this letter of support.

Sincerely,

Jeff Pierson, Director
City of Charleston's Office of Public Art

Risk Assessment Tool	
Grantee Name:	Festiv-ALL Charleston
Grant Program Name:	Festiv-All Program Expansion
Grant #:	
Grant Amount:	\$150,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A (select from drop down)	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	No	0	
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	No	0	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	N/A	0	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	Applicant developed and provided policies.
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	No	0	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	No grants that required periodic reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	No grants that required periodic reporting

Available Total

14

Total Risk Score

7

LEGEND			
High Risk	Less than		4
Medium High	Between		4-7
Medium Low	Between		8-11
Low Risk	Greater than		11

Notes	The organization currently receives a large City Grant and some small state grants that do not require monitoring and reporting. The organization has recently developed the necessary internal controls policies to comply with Uniform Guidance. Organization is currently undergoing a leadership change.
Concerns	Applicant has no prior federal grants management experience, and does not currently receive an audit.
Recommendations	Recipient should provide all invoices and receipts along with monthly reimbursement requests. All procurements for services or construction over \$10,000 should be coordinated with City personnel.

Notice of Subaward

Subrecipient Name: FestivALL Charleston, West Virginia, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: LKGRKKLFKJ95	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood Finance Director (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	Subaward Period of Performance: 5/1/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$150,000	Total Amount of Federal Funds obligated to the Subrecipient: \$150,000
Approved Budget Categories: EC 2.35 - Aid to Tourism, Travel, or Hospitality	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward 2. Subrecipient Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and FestivALL Charleston, West Virginia, Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 108 1/2 Capitol St. Suite 201, Charleston, West Virginia 25301 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated \$36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

- A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:
 - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
 - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
 - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
 - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
 - Fund payments are subject to Subpart F regarding audit requirements.
- D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.

- B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$150,000 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.
- B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:
 - 1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
 - 4. To make necessary investments in water, sewer, or broadband infrastructure;

And

- 1. Are described in the SOW; and
 - 2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.
- C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:
 - 1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
 - 2. Damages covered by insurance;
 - 3. Usage of funds as a deposit into any pension fund;
 - 4. Expenses that have been or will be reimbursed under any federal program;
 - 5. Debt service cost;
 - 6. Contributions to a “rainy day” fund; and
 - 7. Legal settlements
- D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager’s Office, 501 Virginia Street East, Charleston, WV 25301. To be

eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”
- E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been “obligated,” contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.
- F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.
- G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.
- H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

- I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

- A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.
- B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
 - June 30, 2022, due July 5, 2022
 - September 30, 2022, due October 5, 2022
 - December 31, 2022, due January 5, 2023
 - March 31, 2023, due April 5, 2023
 - June 30, 2023, due July 5, 2023
 - September 30, 2023, due October 5, 2023
 - December 31, 2023, due January 5, 2024
 - March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024
 - December 31, 2024, due January 5, 2025
 - March 31, 2025, due April 5, 2025

- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

- B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a “Final Project Report,” in which the Subrecipient shall describe the status of the Subrecipient’s implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.
- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

- A. In the event that the Subrecipient expends \$750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient’s audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.
- B. If the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

- C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.
- D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

- A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

For all procurements of \$10,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

- B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities

undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:
 - a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
 - b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
 - c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.
- B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, FestivALL Charleston, West Virginia, Inc. will help ensure that FestivALL can not only maintain the quality of programs and events that are enjoyed by many who live and visit the region – but grow the offerings and deliver a robust lineup of programming over the next three years. FestivALL plays a crucial role in the region’s social and economic health. This expansion of offerings will ensure that more artists are hired, production quality can be increased, marketing of events can be supplemented, and new events can be implemented at new venues across the City of Charleston.

The funds will allow for an expansion of the annual programming throughout 2022-2024. This expansion will allow FestivALL to utilize new venues, increase the quantity of paying opportunities for local artists, secure prestigious performers, provide PPE and necessary safety precautions for both audience members and performers, and ensure that a high percentage of events are free for the public to enjoy. The ARPA funds will provide a meaningful and impactful boost to the return to full-scale live events in the coming years.

On average, FestivALL sees ~60-75,000 attendees annually across all events. 56% of attendees are Charleston residents and 15% have traveled from more than 60 miles away from Charleston. Each year, FestivALL also consistently attracts new attendees. Over the last 5 years, at least 20% of attendees are new to FestivALL.

The subrecipient projects that it will require a period of 3 years to fully implement the programs and successfully serve the affected population.

The objectives to be tracked through performance reports include:

- New venues utilized (# of Venues)
- Local Artists engaged (# of Artists)
- Performers hired (# of Performers)
- PPE Purchased (# of PPE items)

Exhibit B – Project Budget

Item	Amount
Contracted Services	\$75,000
Program Materials	\$20,000
Marketing	\$40,000
Supplies	\$15,000
Total Program Cost	\$150,000

1 Resolution No. 645-22

2
3 Introduced in Council:

Adopted by Council:

4
5 May 2, 2022

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12 Resolution No. 645-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Charleston Convention and Visitors Bureau in the total amount of
14 \$880,500 and to execute appropriate agreements establishing the terms and conditions
15 imposed upon the recipient, including ongoing duties for reporting on expenditure and
16 programmatic activities and binding covenants to spend funds in accordance with the purposes
17 for which such funds were granted.

18
19 Be it Resolved by the Council of the City of Charleston, West Virginia:

20
21 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
22 funds to Charleston Convention and Visitors Bureau in the total amount of \$880,500 and to
23 execute appropriate agreements establishing the terms and conditions imposed upon the
24 recipient, including ongoing duties for reporting on expenditure and programmatic activities
25 and binding covenants to spend funds in accordance with the purposes for which such funds
26 were granted. The grant is approved in full or in part based upon information submitted to the
27 City in the grant recipient's City of Charleston ARPA grant application, attached hereto as
28 Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should
29 the City Manager determine that the grant recipient has failed to adhere to the obligations
30 established in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

[Print](#)

Submitted by:

Status: Open

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open

Attachments

- [CCVB Sports Facilities Strategic Planning proposal.pdf](#) - 2021-12-13 08:56:42 am
- [CVB Exec Comm Board Minutes 12-6-21.doc](#) - 2021-12-12 12:37:02 pm



American Rescue Plan Act (ARPA)

Funding Application

Non-Profit, Community Groups, Neighborhood Associations, and Businesses

APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

*** Name of Project/Program:**

Tourism Recruitment and Retention Program

*** Organization Name:**

Charleston Convention & Visitors Bureau (CVB)

*** Address:**

PO Box 11930, Charleston, WV 25339

*** Primary Contact Person:**

Tim Brady

Title:

President & CEO

* Phone:

304-553-4724

* Email:

Tim.Brady@charlestonwv.com

Federal Tax ID:

55-0598942

If applicable: DUNS Number:

To obtain a DUNS number please visit <https://fedgov.dnb.com/webform> After obtaining, please register your organization with the System for Award Management at <https://sam.gov/SAM/>

List the organization’s owner(s), Board of Directors, senior staff members, and other key members:

Board of Directors: Chuck Hamsher, Jennifer Susman, Greg Bolles, Becky Ceperley, Mayor Amy Goodwin, Eric Althaus, Naomi Bays, Harry Bell, Kim Burton, Georgette George, Dale Jordan, Nick Kellar, Venu Menon, Al Najjar, Don Wilson, Patrick Leahy, Michelle Storage, David Hicks
Senior Staff: Tim Brady, President & CEO; Jama Jarrett, Vice President & COO Additional Staff: Lauren Hunt, Leslie Smithson, Todd Morris, Rekko Patton, Katie Thompson

Describe any partner organizations, their roles, and your relationship with them:

Not Applicable

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
880,500	880,500	

Request Summary

1. Provide a narrative overview/summary of the request.
- Topics that may be included but not limited to:
- a. Purpose and anticipated outcomes

b. Individuals, entities, or communities served

c. How the pandemic has necessitated this request

d. Amount of any estimates and bids received to date

e. Timeline for project completion

The goals of the proposed project are to increase new visitation to the Charleston, WV, as well as retain existing business. The goals will be achieved through the following strategies: 1. As a direct result of the COVID pandemic American travelers are seeking out more outdoor recreation opportunities and wide open spaces. A portion of the project is directly related to marketing Charleston as a gateway to West Virginia's outdoor recreation. A research-based ad buy will target our existing drive markets, as well as origin markets in areas with direct air service into Yeager Airport. Using our digital agency of record we propose a \$100,000 ad buy specific to this objective. Budget breakdown to be emailed. 2. Through research we know that youth travel sports are our number one opportunity for post-pandemic travel. While meetings and conventions may exist in the virtual and hybrid formats in the near future, travel sports are predicated on the notion that participants must travel to compete. The CVB commissioned a study in 2014 to assess our sports facilities. This study led directly to the construction of Shawnee Sports Complex, which has generated significant economic impact to the region. A portion of the proposed project budget will be used to update this facilities assessment and development a new strategic sports sales plan, including new messaging specific to the market sector. We have sought the services of a nationally recognized firm to undertake this portion of the project at an estimated cost of \$30,500. Budget breakdown to be emailed. 3. Our number one tool in recruiting and retaining business is the use of incentive funds, budgeted money that is earmarked specifically to incentive groups to come to Charleston. Simply put, we buy business knowing that the amount we spend to offset a groups expenses is a small percentage compared to the economic impact that the group generates while in the city. We propose setting aside the largest portion of the requested budget for this purpose. We will use the money to recruit new business to the city including sports events, trade shows and conventions. This business is generally recruited through a competitive RFP process. We will also use funds to retain significant cornerstone groups that bring annual events to the City of Charleston, like the West Virginia Secondary Schools Activities Commission (WVSSAC). As competition to host these annual events increases, we must budget to protect and

retain these significant events. We propose using \$750,000 for these purposes. This money will be either committed or expended by the end of FY 2025 (June 30, 2025). The communities served are the citizens and businesses of the City of Charleston who benefit from the economic impact of tourism. The pandemic has necessitated this request because of the loss of occupancy tax and the shift in travel that the pandemic caused. The tax revenue lost during the pandemic is the money that would have been used to recruit future business. And as business travel has decreased, leisure and sports-related travel has increased. This project will position Charleston for future success in these areas.

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

* 1. The funding will be used to:

- ☐ Start a new program/project
- ☐ Maintain an existing program/project
- ☒ Expand an existing program/project

* 2. If funded, will the program/project be completed within FY 2022?

- ☐ Yes
- ☒ No

If no, when is expected completion year?

FY 2025

3. Which eligible ARPA Expenditure Category does this program/project represent (See <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for further details)? Please check all that apply:

*

- ☐ Public Health
- ☒ Negative Economic Impacts
- ☐ Services to Disproportionately Impacted Communities
- ☐ Premium Pay
- ☐ Infrastructure
- ☐ Other

4. Briefly describe the program/project funds are being requested for:

Funds requested will go to update our sports facilities plan, market Charleston to travelers seeking outdoor recreation, and recruit and retain large group business.

5. Describe the need for this program/project:

The loss of occupancy tax during the pandemic necessitates this project.

6. List other Charleston organizations in Charleston that address this need:

None

7. Describe the level of collaboration with other organizations on this program/project:

While the Charleston CVB is alone in it's core mission, the CVB has developed high level working relations with other organizations in the City of Charleston, including but not limited to: the hotel community, the small business community, local arts organizations, the Coliseum & Convention Center, Yeager Airport, the Clay Center for the Arts & Sciences, Charleston Main Streets, the Charleston Area Alliance, Shawnee Sports Complex, the University of Charleston, West Virginia State University, etc. All will benefit from this project and will have the opportunity to collaborate.

8. How will duplication of services be prevented?

The Charleston CVB is the only organization in Charleston whose mission is to market Charleston as a destination for leisure and group travel.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

Recipients of the proposed services are the citizens and businesses of Charleston. The economic impact generated by tourism positively affects everyone.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

There are no eligibility requirements, the CVB is a non-discriminatory agency.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

During the current fiscal year, despite limited resources, the CVB has booked several large travel sports events in the city. The organization has secured volleyball, basketball, archery and boxing events, among others. With increased resources our ability to attract and retain events like this will increase exponentially.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

Outcomes will be measured through increases in hotel occupancy, tax collections and event attendance, among others.

Budget

*** 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?**

☐ Yes ☒ No

*** 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?**

☐ Yes ☒ No

3. If yes, explain from which entities and the amounts requested for each program/project.

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

The CVB utilized the US Small Business Administration's PPP and EIDL programs during the pandemic. Dates and amounts of funds received are below: April 2020 - SBA EIDL Advance - \$10,000 June 2020 - SBA EIDL - \$149,900 January 2021 - SBA PPP Round One - \$123,848 (forgiven) May 2021 - SBA PPP Round Two - \$106,002 (forgiven) September 2021 - SBA EIDL - \$5,000 Debt service on the EIDL begins in March of 2022 with low interest payments.

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

\$100,000 will be used for leisure ad buys in targeted markets. \$30,500 will be used to update our sports facilities study and strategic plan. \$750,000 will be set aside to incentivize new and select existing business over the next three years.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

The budgeted amounts for marketing and incentives will be adjusted if this request is not fully funded.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

These efforts will be sustained through the occupancy tax revenues generated by the proposed programs. As new business is brought to the city, revenues increase. These future revenues will be reinvested in future recruitment and retention efforts.

8. Briefly describe the organization's fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

The CVB does an annual financial audit that is filed with the City of Charleston and the State Auditor's office. The CVB also employs an outside accounting professional to oversee our day-to-day accounting and compliance.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

Funds will be segregated in our accounting software (Quickbooks), which will allow easy identification, tracking, reporting and auditing.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding

Internal/Self-Funding

880,500

Donations/Other Fundraising

Government Grants/Other

* TOTAL REVENUE

880,500

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

0

Benefits & Matchings

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

0

Contracted Services

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

\$30,500

Program Materials

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
100,000		

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
750,000		

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
880,500	0	0

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

The Charleston CVB was incorporated in October of 1979. The organization's purpose is to market and sell Charleston as a leisure and business destination, with a focus on attracting and retaining large groups to the city. The CVB does though a variety of marketing and sales activities. These activities include but are not limited to: advertising, trade show attendance, sales missions, production of visitors guides and maps, social media outreach and working to gain editorial content across media platforms.

2. Provide the organization’s mission statement/purpose.

The Charleston Convention & Visitors Bureau is an accredited Destination Marketing Organization charged with marketing Charleston nationally as a premier destination, thus enriching our community’s overall quality of life through economic and social prosperity.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

West Virginia State Division of Tourism

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

The pandemic cause occupancy tax revenues to plummet, which necessitates this request. As a direct result of the pandemic the CVB closed its physical offices and all staff now work remotely. The CVB also re-imagined the visitor center a Capitol Market, utilizing a large touchscreen monitor instead of a manned desk. The greates impact of the pandemic, however, has been the reduction in business travel.

The convention business will bounce back, but it will be a slow process. Organizations have learned that members and employees can receive training and education through digital platforms like Zoom and Google Meet. This change in the convention landscape necessitates the shift to increased focus on youth travel sports and leisure travel outlined in this request.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

The business generated through the use of these ARPA funds will be the foundation for future efforts. Increased revenues will be reinvested into future programming.

THE APPLICANT UNDERSTANDS:

- ☒ 1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as “confidential.”
- ☒ 2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

THE APPLICANT CERTIFIES THAT:

- ☒ 1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>
- ☒ 2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.
- ☒ 3. The information submitted to the City of Charleston (“City”) in this application, and substantially in connection with this application, is true and correct.
- ☒ 4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
- ☒ 5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.
- ☒ 6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.
- ☒ 7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.
- ☒ 8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

* **Signature**

Timothy Brady

Authorized representative of Applicant/Organization

* **Date**

12/12/2021

Format: MM/DD/YYYY

* **PRINTED NAME:**

Timothy Brady

* **TITLE OF APPLICANT:**

President & CEO

* **ORGANIZATION NAME:**

Charleston Convention & Visitors Bureau

Upload a File

Choose File

No file chosen

**CHARLESTON WV
CONVENTION & VISITORS BUREAU**

**SPORTS TOURISM STRATEGIC
PLANNING PROPOSAL**



December 6, 2021

POWERED BY THE HUDDLEUP GROUP



Tim Brady
President and CEO
Charleston WV Convention & Visitors Bureau
800 Smith St.
Charleston, WV 25301

December 6, 2021

Dear Mr. Brady,

Thank you for taking the time to talk with us about this critical project for the Charleston Convention & Visitors Bureau. It is great to see that sports tourism is an important factor in shaping the future of your community. As someone who has personally led award winning non-profit sports organizations and helped our clients build and grow their community impact, I'm excited for the opportunity you have ahead of you. From our past efforts on similar projects, we are confident we can deliver a strategic game plan for the Kanawha Valley region that can help increase sports tourism in the area, particularly in the shoulder and off-peak tourism seasons. Our proven process will help grow the region's tourism impact through sports, while at the same time enhancing the level of community engagement in the process.

Enclosed is a proposal to forge a partnership between the Charleston Convention & Visitors Bureau ("CVB"), and the Huddle Up Group, LLC ("Consultant"). The scope of work includes a comprehensive effort in both planning and execution. While the enclosed timeline is tentative, we have used a December 2021 start date and a May 2022 completion date to illustrate a potential project schedule. Our method focuses on three key elements for success:

1. Community Engagement – We interview key stakeholder groups via phone and in person, to garner their input throughout the process. We believe collaboration and transparency are keys for long-term success. These interviews will include local leaders, event rights holders, and potential partners that may not be engaged in your sports tourism efforts today.
2. Sustainability – In every project, our goal is to build a plan that can leverage existing assets (funding, partnerships, and community-wide leadership) and to identify new resources to sustain your long-range sports tourism vision. We want to work with you to put in place a game plan that can, and will, work over time.
3. Execution – Our end deliverable will not only include a playbook for success but will also outline action items to move forward. The plan will offer next steps for the CVB team to execute tomorrow, and those that will be needed over time.

As the sole-proprietor of the Sports Tourism Index™, a first-of-its kind tool developed to help destinations evaluate their position in the sports tourism market, the Consultant will use the trademarked tool to determine the destination's strengths, competitive set, and areas of opportunity. In addition, the CVB will have access to the Consultant's industry resource library.

Very few people have our level of experience in building and growing sustainable sports tourism programs. We would love to work with you on this important project for Charleston, West Virginia. Thank you for your consideration of our proposal.

Yours in Sport,

A handwritten signature in dark ink, appearing to read 'Jon Schmieder'.

Jon Schmieder, Founder + CEO
Huddle Up Group, LLC

About the Huddle Up Group, LLC

Founded in 2012 as a sports tourism industry consulting company, our team has a successful track record of leading sports organizations through strategic growth and increased community collaboration. We have extensive experience in building cohesive organizations and external relationships while working with volunteer boards, donors, elected officials, hospitality community leaders, and various corporate partners.

From starting as athletes and coaches to becoming leading sports industry professionals, a major differentiator for the Huddle Up Group is our team's experience in the sports tourism and events trenches.

We have personally led or worked on:

- Award winning sports commissions
- Multiple Olympic Games
- Youth tournaments
- Facility development
- National championship management
- Final Fours
- All-Star Games
- New event creation
- Capital campaigns/fundraising
- College Bowl Games

These well-rounded experiences lend themselves to a diverse view of sports organization development projects. This front-line experience is the primary reason we feel the Huddle Up Group is the best team to partner with you and your stakeholders on this strategic planning effort.



160+

PROJECTS

250+

**DESTINATIONS
+ PARTNERS**

100+

**SPEAKING
ENGAGEMENTS**



2017 NASC SUPERIOR SERVICE AWARD WINNER

The highest honor a consulting firm can earn from the National Association of Sports Commissions (now Sports Events & Tourism Association)

Partner Portfolio

The Huddle Up Group has worked with numerous communities and sports organizations across the United States. Our clients and partners include, but are not limited to, the following:

DMOs

Arlington CVB	Las Cruces CVB
Bermuda Run (NC)	Las Vegas Convention and Visitors Authority
Birmingham CVB	London (KY) Tourism Commission
Boulder CVB	Louisville Sports Commission
Branson CVB	Monroe-West Monroe CVB
Bryan-College Station CVB	Morgantown CVB
Butler County (OH)	North Platte CVB (NE)
Campbell County CVB (WY)	Oklahoma City CVB
City of Auburn (ME)	Peoria CVB (AZ)
City of Longview (TX)	Richmond Region Tourism (VA)
City of Lynchburg (VA)	Springfield Sports Commission (MO)
Columbia County (FL)	Travel Lane County (OR)
Columbus CVB (IN)	Travel Medford
Delaware Sports Commission	Treasure Coast Sports Commission
Des Moines CVB	Virginia Beach Sports Marketing
Discover Kalamazoo (MI)	Valley Forge Sports Commission
DuPage County CVB	Visit Brookings
Durham Sports Commission	Visit Detroit/Detroit Sports Commission
Eau Claire CVB	Visit Duluth
Elizabethtown Tourism and Convention Bureau	Visit Hershey Harrisburg
Evansville Sports Corp	Visit Mesa
Fort Worth CVB	Visit Mountaineer Country
Fox Cities CVB	Visit Norman
Greater Grand Junction Sports Commission	Visit Sacramento
Hamilton County Sports Authority	Visit Tucson
Harris County-Houston Sports Authority	Visit Tulsa/Tulsa Sports Commission
Jacksonville-Onslow Sports Commission	Visit Tuscaloosa



NGBs/Rights Holders

Arizona Football Coaches Association
 Association of Chief Executives of Sport (ACES)
 Ohio Basketball
 USA BMX
 Ripken Baseball



ZEITGEIST CONSULTING

**DMO
PROZ**

Additional Partnerships

Collinson Media & Events
 DMO Proz (formerly Zeitgeist Consulting)
 EventConnect
 Phoenix Sports Women's Association
 Resonance Consulting
 Safe Football
 Skyhawks Sports
 Sports Facilities Advisory
 Sports Facilities Management
 STEM Sports
 Strider Sports International
 Track Girlz
 Twin Cities Youth Soccer Association (Bermuda Run, NC)
 Veteran Tickets Foundation



**RIPKEN
BASEBALL**



Conferences/Media Outlets

ACES
 Cal Travel
 Connect Sports
 Destinations International
 DMA West
 Florida Sports Foundation
 Georgia Conference on Tourism
 Louisiana Lieutenant Governors Conference on Tourism
 Minnesota Tourism Conference
 NASC Symposium
 North Carolina Tourism 365
 Oklahoma Travel Industry Association Conference
 Southeast Tourism Society
 South Dakota Tourism Conference
 Sports Events Magazine
 Sports Events & Tourism Exchange (South Africa)
 Sports Illinois
 Sports Planners Guide
 S.P.O.R.T.S. Relationship Conference
 Texas Association of CVBs
 Treasure Coast (FL) Sports Tourism Summit
 Upper Midwest CVB Association
 US Sports Congress
 Virginia Conference on Tourism
 Western Association of CVBs
 Wisconsin Tourism Conference



Related Project Experience and References

The Huddle Up Group has worked with numerous DMOs and sports commissions on strategic planning projects. Below are several references that relate specifically to long-range visioning projects our team at the Huddle Up Group has led.

Visit Hershey Harrisburg (PA)

Total Number of Projects – 1

Key Outcomes:

- Development of a 5-year strategic plan for a newly rebranded sports marketing department within the CVB (“Hershey Harrisburg Sports & Events”).
- Planned and supported the launch of the new sports and events department.
- Helped craft the job titles and specs for each added staff position.

Reference: Gregg Cook, Executive Director
gregg@hhsportsandevents.com | 717.231.2990

Visit Fort Worth (Fort Worth, TX)

Total Number of Projects – 4

Key Outcomes:

- Development of a 5-year strategic plan for a newly rebranded sports marketing department within the CVB (“Fort Worth Sports Marketing”).
- Planned and supported the launch of the new sports marketing department.
- Led the talent search to hire a Director of Sports for the new department.
- Huddle Up Group was recently engaged for a fourth project in Fort Worth to evaluate the feasibility of new venues and their potential impact across all of Tarrant County, Texas.

Reference: John Cychol, Vice President of Meeting Sales
JohnCychol@FortWorth.com | (817) 698-7826

Durham Sports Commission (Durham, NC)

Total Number of Projects – 2

Key Outcomes:

- Huddle Up Group was secured to evaluate the structure of the newly formed Durham Sports Commission and to identify and secure its first Executive Director.
- The Durham Sports Commission retained the Huddle Up Group to conduct a venue audit and evaluation of the current facilities throughout the Durham region. The audit included an analysis of the Sports Commission’s board set-up and funding model in relation to its competitive set.

Reference: Susan Amey, President & CEO, Discover Durham
susan@discoverdurham.com | 919.680.8320

The Charleston West Virginia Convention & Visitors Bureau (“CVB”)
Sports Tourism Strategic Planning Project
Approach, Methodology, and Project Schedule

Approach

In all cases, our proven process is used to engage the community in a proactive and inclusive manner. The process outlined below has been especially successful with CVBs/DMOs, sports commissions, cities, counties, and places where multiple stakeholder groups exist. Community alignment with parks and recreation departments, regional sports clubs, local universities, and other sports related factions throughout the area will be crucial to sustain the historically positive work of the CVB. The more entities we can engage, the more support the project will generate through the process and any barriers will be minimized or eliminated entirely.

Preliminary Scope of Work, Methodology, and Project Schedule

Our proposed scope of work and timeline is outlined below. The ultimate goal of the project is for our team to lead in the creation of an achievable and sustainable strategic plan (or “playbook”) that would help identify, grow, develop and service the community’s sports tourism efforts in the Charleston region to ensure continued significant economic impact. Using our proven methodology, the project includes six (6) scheduled deliverables, due at the assigned date noted below each stage of the project:

1. Consultant will assist the CVB in completing the Sports Tourism Index™, a first-of-its kind tool developed to help destinations benchmark and evaluate their position in the sports tourism market. As the sole-proprietor and developer of the Sports Tourism Index™, the Consultant will use the trademarked tool to determine the destination’s strengths and areas of opportunity. The Sports Tourism Index™ is the only tool in the industry designed to benchmark an organization’s sports tourism presence against regional and national standards. Multiple reports will be produced by the Consultant to analyze and discuss with the CVB.

(2 hours, December 31, 2021)

2. Consultant will conduct a complete audit on the current sports tourism efforts of the CVB with the goal of determining organizational and community-wide gaps that may hinder growth. The audit will include a review of all previously conducted and relevant research/surveys and related projects. In addition, the audit will include phone interviews with the top 10 key stakeholders and online surveys with the remaining stakeholders including but not limited to, staff and key board members of the CVB, city/county/community leaders, parks and recreation, area high schools and universities, privately run facilities, program coordinators and venue managers, hospitality community leaders, event owners, local clubs, elected officials, corporate executives, and additional targets as defined by the CVB. As a point of reference, these interviews and surveys normally involve between 20-30 stakeholders in total.

(20 hours, delivered by January 15, 2022)

3. Over the course of two to three days, Consultant will conduct an in-person sports programming and venue evaluation in the Charleston region. A portion of this site visit will include venue tours to evaluate and determine the quality and enhancement/development opportunities at all venues that could be used for sports programming and special events, including vacant indoor spaces. This evaluation will include a gap analysis of what facilities are needed to make an impact on sports tourism and community user groups. This site visit will also include a review of the events currently held in the area, an evaluation of the CVB's existing programs and activities, and meetings with key stakeholders.

(30 hours, delivered by January 31, 2022)

4. Consultant will utilize the audit, the in-person evaluation, and national best practices to develop a comprehensive sports tourism development strategic plan for the CVB. This plan will include, but may not be limited to:

- (1) A SWOT analysis of the Charleston area's existing sports tourism & marketing efforts, facilities, and current community programming with a focus on developing the region as a leader in women's sports tourism.

- (2) Recommendations for enhancing the sports tourism work of the CVB through a newly branded Sports Commission. Fusing national best practices and benchmarks, recommendations will be made on the organizational structure, business model, board composition, staffing and funding models that would be the most effective over time.

- (3) Consultant will develop steps and timelines for public launch of the new Sports Commission. As a part of this timeline, Consultant will utilize national best practices and work with staff to develop a marketing and branding strategy for the newly created Sports Commission.

- (4) If required, Consultant will complete official work required to create a new non-profit organization. This work will include the completion of the required IRS application for a new 501(c)3 organization, development of organization bylaws, and filing of articles of incorporation.

- (5) An outline of facility needs (enhancements or new development) in the Charleston area, including a gap analysis to determine what facilities are needed to make an impact on sports tourism and community user groups. This will include venue funding and management models that are viable and sustainable for the Sports Commission and its partners long-term.

- (6) Identification of potential public/private partnerships, and corporate engagement opportunities for all new programs suggested within the strategic plan.

(32 hours, delivered March 15, 2022)

5. Consultant will make multiple presentations on the strategic plan, its recommendations, and the implementation of the formal launch of the new Sports Commission to the members of CVB and its stakeholders, including various city/county/area leadership groups, elected officials, the hospitality industry, as well as the CVB staff and board. The goal of these presentations is to formally solicit support and garner feedback on the proposed strategic plan for the CVB and the launch of the newly established Sports Commission. This presentation phase includes pre- and post-con meetings with key CVB leadership as well as delivery of up to five (5) bound copies of the final written report.

(20 hours, delivered by April 15, 2022)

6. Consultant will facilitate a follow-up call to discuss the implementation of the strategic plan and action items going forward. The Consultant Team will also be available to the CVB staff via phone, and/or at industry related events to act as a sounding board and to offer execution advice for all related questions pertaining to this scope of work for 30 days following the delivery of the strategic plan.

(2 hours, delivered by May 15, 2022)

Project Budget/Fees

Direct Costs

Consultant estimates that the project will require **up to** \$4,000 in direct reimbursable costs for Team members needed for site visits to the Charleston, WV area, including:

- Round trip airline travel to and from the Charleston area.
- Rental car and mileage.
- Incidental travel expenses outside of the Charleston area such as meals, airport parking, and airport transfers for the scope of work outlined in this proposal.

The CVB and Consultant Team will make every effort to combine the in-market visit with other trips the Consultant Team is making to cut down on travel cost and time (doing so will allow these costs to be “shared” by other destinations in the region). These direct costs will only be billed for the reimbursement of actual expenses incurred by the Consultant Team. (No daily per diem.)

Labor (hours) by Major Tasks

1. Sports Tourism Index™ (2 hour)
2. Stakeholder Interviews/Sports Tourism Marketing Audit (20 hours)
3. Market Visit (30 hours)
4. Strategic Plan Creation (32 hours)
5. Final Report and Presentations (20 hours)
6. 30-Day Follow-Up (2 hour)

Total Project Hours: 106 hours

Billable Rate: \$250/hour

Total Cost for Labor: \$26,500 (106 hours x \$250 per hour)

Potential Total Project Cost: \$30,500 (inclusive of the “up to” direct costs and absorbed material costs as outlined above).

Champions Circle (Optional): Beyond the 30-day execution window provided for in Stage 6, the Consultant Team also offers an ongoing Champions Circle consulting program in 12-month increments. Pricing and scope of service for this program can be presented to the CVB upon request.

Additional Terms

- This agreement is for the term December 31, 2021 – May 15, 2022.
- The CVB agrees to pay the Consultant's fees as outlined in the enclosed budget. The fees are to be billed in two equal installments, the first upon the signing of this agreement, the second upon delivery of the final presentation and report. Invoices are to be paid within ten (10) business days of receipt by the CVB.
- Additional work beyond what is outlined above would require a separate agreement between the CVB and the Consultant.
- This is a NON-EXCLUSIVE consulting agreement.
- As communication is critical to success, the parties agree to a bi-weekly update either via phone or e-mail as requested by the CVB.
- This partnership can be extended by mutual agreement of the parties at any time.

Conclusion

Given this new reality we are all living in today, this is a watershed moment for the Charleston WV Convention & Visitors Bureau and the sports tourism stakeholders throughout the Kanawha Valley. While the arms race in the sports tourism industry is at an all-time high, we need to be strategic in how we set the community up for long-term success coming out of the current downturn. To be relevant in this highly competitive space, destinations need to be highly focused, skilled, and creatively funded – more so today than ever before.

Smart destinations sustain their efforts year over year through focused and aligned community-wide efforts. By working with the Huddle Up Group, the CVB will be able to leverage our hands-on expertise in building strong and sustainable sports organizations. We will provide the Charleston CVB team with a specific gameplan to improve the area's sports tourism tool kit, which will positively impact the community for years to come.

Our team has the experience and knowledge you need to forge the future sports tourism vision for Charleston, WV. We have a great passion for what lies ahead of you, and we would love to help along the journey. Thank you for your consideration of our proposal.

Yours in Sport,

A handwritten signature in blue ink, appearing to read 'Jon S', is positioned below the 'Yours in Sport,' text.

Jon Schmieder
Founder + CEO
Huddle Up Group, LLC
Jon@HuddleUpGroup.com
602-369-6955

Minutes
Charleston Convention & Visitors Bureau
Executive Committee Meeting
Dec. 6, 2021

Participating: Greg Bolles
Tim Brady
Becky Ceperley
Mayor Amy Shuler Goodwin
Chuck Hamsher
Nick Keller
Jen Susman

On Monday, December 6, 2021, the Executive Committee for the Charleston Convention & Visitors Bureau voted electronically on the approval of the CVB's submission of an American Rescue Plan Act funding application to the City of Charleston.

Mayor Goodwin abstained from the vote because she sits on the City's committee that will be vetting the applications.

The remaining five committee members, Bolles, Ceperley, Hamsher, Keller and Susman voted to approve the application.

Prepared by Leslie Smithson

Approved by: _____

Chuck Hamsher, Chair

CH/lfs

Notice of Subaward

Subrecipient Name: Charleston Convention and Visitor's Bureau	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: KBNXBM28HSP5	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood Finance Director (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	Subaward Period of Performance: 5/1/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$880,500	Total Amount of Federal Funds obligated to the Subrecipient: \$880,500
Approved Budget Categories: EC 2.35 - Aid to Tourism, Travel, or Hospitality	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward 2. Subrecipient Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and Charleston Convention and Visitor's Bureau, (hereinafter referred to as "Subrecipient") with an administrative address of P.O. Box 11930, Charleston, WV 25339 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated \$36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

- A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:
 - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
 - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
 - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
 - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
 - Fund payments are subject to Subpart F regarding audit requirements.
- D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.

- B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$880,500 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.
- B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:
 - 1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
 - 4. To make necessary investments in water, sewer, or broadband infrastructure;

And

- 1. Are described in the SOW; and
 - 2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.
- C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:
 - 1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
 - 2. Damages covered by insurance;
 - 3. Usage of funds as a deposit into any pension fund;
 - 4. Expenses that have been or will be reimbursed under any federal program;
 - 5. Debt service cost;
 - 6. Contributions to a “rainy day” fund; and
 - 7. Legal settlements
- D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager’s Office, 501 Virginia Street East, Charleston, WV 25301. To be

eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”
- E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been “obligated,” contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.
- F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.
- G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.
- H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

- I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

- A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.
- B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
 - June 30, 2022, due July 5, 2022
 - September 30, 2022, due October 5, 2022
 - December 31, 2022, due January 5, 2023
 - March 31, 2023, due April 5, 2023
 - June 30, 2023, due July 5, 2023
 - September 30, 2023, due October 5, 2023
 - December 31, 2023, due January 5, 2024
 - March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024
 - December 31, 2024, due January 5, 2025
 - March 31, 2025, due April 5, 2025

- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

- B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a “Final Project Report,” in which the Subrecipient shall describe the status of the Subrecipient’s implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.
- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

- A. In the event that the Subrecipient expends \$750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient’s audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.
- B. If the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

- C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.
- D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

- A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

For all procurements of \$50,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

- B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities

undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:
 - a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
 - b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
 - c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.
- B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, the Charleston Convention and Visitor's Bureau will work to increase new visitation to the Charleston, WV, as well as retain existing business. These goals will be achieved through the following strategies: A research-based ad buy will target our existing drive markets, as well as origin markets in areas with direct air service into Yeager Airport; An update to the Shawnee Sports Complex facilities assessment and development a new strategic sports sales plan, including new messaging specific to the market sector; Recruitment of new business to the city including sports events, trade shows and conventions.

The subrecipient projects that it will require a period of three years to fully implement the programs and successfully serve the tourism and hospitality industry.

The objectives to be tracked through performance reports include:

- Amount of funds spent on ad buys to market Charleston as the Gateway to West Virginia's Outdoor Recreation (\$ spent; # of Ads Purchased)
- Development of an updated Shawnee Sports Complex facilities assessment
- Development of a new strategic sports sales plan
- Number of trade shows, sporting events, and conventions recruited to the city

Exhibit B – Project Budget

Item	Amount
Outdoor Recreation Ad Buys	\$100,000
Updated Sports Complex Assessment and Strategic Sales Plan	\$30,500
Recruitment and Incentives for Trade Shows, Sporting Events, and Conventions	\$750,000
Total Program Cost	\$880,500

Risk Assessment Tool	
Grantee Name:	Charleston Convention& Visitor's Bureau
Grant Program Name:	Tourism Recruitment and Retention Program
Grant #:	
Grant Amount:	\$880,500
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A (select from drop down)	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	No	0	
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	No	0	
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	No grants that required periodic reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	No grants that required periodic reporting

Available Total 14

Total Risk Score 10

LEGEND

High Risk	Less than	4
Medium High	Between	4-7
Medium Low	Between	8-11
Low Risk	Greater than	11

1 Resolution No. 646-22

3 Introduced in Council:

Adopted by Council:

5 May 2, 2022

7 Introduced by:

Referred to:

9 Joseph Jenkins

Finance

12 Resolution No. 646-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Charleston Area Alliance in the total amount of \$200,000 and to execute
14 appropriate agreements establishing the terms and conditions imposed upon the recipient,
15 including ongoing duties for reporting on expenditure and programmatic activities and binding
16 covenants to spend funds in accordance with the purposes for which such funds were granted.

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

20 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
21 funds to Charleston Area Alliance in the total amount of \$200,000 and to execute appropriate
22 agreements establishing the terms and conditions imposed upon the recipient, including
23 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
24 to spend funds in accordance with the purposes for which such funds were granted.

25 The grant is approved in full or in part based upon information submitted to the City in the
26 grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The
27 City Manager is directed to withhold grant funding to the grant recipient should the City
28 Manager determine that the grant recipient has failed to adhere to the obligations established
29 in the agreement or fails to adhere to applicable local, state, or federal law.

City of Charleston
American Rescue Plan Act
Proposal from Charleston Area Alliance
December 15, 2021

Name of Project/Program: Charleston Economic Development Initiatives

Organization Name: Charleston Area Alliance

Address: 1116 Smith Street, Charleston, WV 25301

Primary Contact: Nicole Christian

Title: President/CEO

Phone: 304-340-4253 **Email:** nchristian@charlestonareaalliance.org

FEIN #: 55-6024192

DUNS/SAMS: 604187588 / 47QP5

Key Staff:

Nicole Christian, President/CEO

Debbie James, CFO

Susie Salisbury, VP Community Development

Jeri Adkins, VP Administration

Victoria Russo, New Markets

Director of Economic Development will be filled in January 2022

Johanna Miesner, Communications & Events Coordinator

Board of Directors:

Jack Rossi, Summit/MVB Bank, Chairman

Adam Krason, ZMM, Vice-Chair and Economic Development Committee Chair

Matt Bond, United Bank, Treasurer and Community Development Committee Chair

Christy Elliott, Truist, Secretary

Kenneth Boggs, N3

Nancy Bruns, J.Q. Dickinson Salt Works

Robert Burton, WV American Water

Ellen Cappellanti, Jackson Kelly PLLC

Byard Matt Coleman, Pinnacle Supply LLC

Fonda Elliot, AMFM, Inc.

David Ferretti, Spilman Thomas & Battle, PLLC

Dickinson Gould III, Buzz Food Service

Allan Hathaway, The Purple Onion/WV Marketplace

Shannon Huber, Dow Inc.

Daniel Lauffer, Thomas Health System

Chris Morris, CityNet

Marcus Phillips, Kureha PGA LLC

Kathi Richards, Epiphany Consulting, LLC
Steven Roby, BakerTilly
Martin Roth, Ph.D., University of Charleston
Jeff Sandene, Charleston Area Medical Center
John Scalzo, Appalachian Power Company
George Smith, O.V. Smith & Sons
Lyle Smith, Merrill Lynch
Deno Stanley, Adelphia Sports Bar
Diane Strong-Treister, Manpower
Ben Thomas, Bowles Rice, LLP
William E. Turner, Jr., Pison Development
Bob Welch, Toyota Motor Manufacturing, WV, Inc.
Tessa M. White, Tessa M. White, PLLC

Ex-Officio Members

Mayor Amy Goodwin, City of Charleston
Andrew Jordan, Charleston Urban Renewal Authority
Mayor Frank Mullens, Jr., City of South Charleston
Jack Nuckols, Kanawha County Commission Designee
Commissioner Lance Wheeler, Kanawha County Commission

Describe any partner organizations, their roles, and your relationship with them:

With respect to the ARPA proposal, our partners include:

Women and Minority Small Business Grant Program - City of Charleston, Kanawha County Commission, AEP Foundation, Verizon Economic Development Fund, Small Business Development Center, Truist Bank and a volunteer advisory team consisting of Becky Ceperley, Jennifer Pharr, Kitty Dooley, Christy Elliott, Trina Arnold, Kameron Miller and Melvin Jones. These partners contribute their financial support and guide the decisions of the grant guidelines and grantee selections.

Talent Attraction/Charleston Roots - City of Charleston, Kanawha County Commission, Charleston Convention and Visitor's Bureau, Advantage Valley, area businesses, real estate community and Generation Charleston. Attracting and retaining talent is a team effort and we plan to continue not only the Charleston Roots initiative but to implement several additional talent attraction initiatives used in other communities across the country.

Every program or project we undertake is done through different collaborations of individuals, organizations, government entities and businesses. Economic and community development is only successful when there are true partnerships formed and everyone contributes with their expertise, financial support and trust.

Budget: Over 5 years**Funds requested: \$ 616,518****Total Project cost: \$ 2,187,018****Org Budget: \$1,800,000****Request Summary:**

Charleston Area Alliance serves as the region's community and economic development organization. It focuses on jobs, people and community. The Alliance has a solid track record of researching, piloting and launching many initiatives to support and enhance community and economic development in the region with a special focus on the City of Charleston. This request has many parts to it including two major initiatives that were piloted in 2020-21 and we plan to expand the next five years. 1. Recover losses due to pandemic including canceled events, and reduction in sponsorships & memberships; 2. Expand the Women and Minority Small Business Grant Program; 3. Expand Talent Attraction and Retention initiatives including Charleston Roots, boomerang marketing strategies, Generation Charleston and Leadership Kanawha Valley; 4. Invest in entrepreneurial and economic development software and; 5. Enhanced website to provide retention and expansion tools.

We must stay focused on growing our small businesses, attracting new talent to the region, and providing technical support to provide data and communicate it effectively. It's no secret our entire region has suffered greatly from the pandemic through loss of businesses, jobs, employees and community networking opportunities. West Virginia has the second lowest labor force participation rate in the country and the lowest by women.

The piloting phases of two of our initiatives the past year within the City of Charleston, have taught us the value of supporting women and minority businesses and the great need for attracting talent to our region to grow and diversify our population. We learned through the pilot phase of Charleston Roots that people do in fact want to move to the area and fill much needed employment opportunities. In addition, studies have shown women and minorities were disproportionately affected by the pandemic and continue to have less access to capital. This led City Council President, Becky Ceperley, to lead an effort establishing the Women and Minority Small Business Grant Program.

Having access to data is more valuable now than ever due to the changes in data caused by the pandemic. Part of this proposal includes tapping into new software tools which are now available providing local demographic, industry, occupation, and employment data needed to make better decisions on retention and expansion strategies and to share with our regional businesses. An additional service we plan to subscribe to, SizeUp, provides an online strategy, process and technology to aid small businesses make smarter decisions based on data. It combines big data, algorithms, cloud computing, internet and

GIS technology to provide market research and business intelligence any business can easily understand and visualize.

Outcomes for this proposal include:

-Recover lost revenues from the impacts of the pandemic the past two years.

-Enhanced access to capital to grow at least 45 of our regional women and minority owned small businesses. We will target at least 30 of these grants for businesses located within the City of Charleston. Timeline: 2022-2024 providing annual grant cycles.

-Replace labor force lost during the pandemic by creating and improving at least four outreach strategies to recruit and retain talent to the region. Strategies include annual recruitment of at least 15 remote workers to the region (total of 75 new residents with at least 34% of them targeted for residency in the City of Charleston) through Charleston Roots, creation of a boomerang marketing initiative to target folks that have lived here previously to return, and enhanced Generation Charleston and Leadership Kanawha Valley programming to engage talent in our community. Timeline: 2022-2026 with annual review of each strategy.

-Provide market research and data tools to the region's businesses and government entities to assist with the understanding and heightened awareness of business opportunities. Timeline: Acquisition of tools in 2022, subscription service 2022-2026 and communication strategies through 2026.

Combating these challenges with a multi-strategy approach is the intent of grouping these initiatives together to leverage greater impact. We have developed a holistic approach to overcoming the negative impacts of the pandemic which exacerbated the economic decline of the last twenty years.

Program/Project Details

*** 1. The funding will be used to:**

- ☐ Start a new program/project
- ☐ Maintain an existing program/project
- ☒ Expand an existing program/project

*** 2. If funded, will the program/project be completed within FY 2022?**

- ☐ Yes
- ☒ No

If no, when is expected completion year?

3. Which eligible ARPA Expenditure Category does this program/project represent (See <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for further details)? Please check all that apply:

*

- ☐ Public Health
- ☒ Negative Economic Impacts
- ☒ Services to Disproportionately Impacted Communities
- ☐ Premium Pay
- ☐ Infrastructure
- ☐ Other

You must choose at least one option

4. Briefly describe the program/project funds are being requested for:

The Charleston Area Alliance proposal has the following parts all weaving together to battle the negative economic impacts from the COVID pandemic for the next five years:

1. Recover losses due to pandemic including canceled events, and reduction in sponsorships & memberships - \$166,518
2. Expand the Women and Minority Small Business Grant Program for three years - \$150,000 ARPA plus at least an additional \$75,000 from other sources for direct grants (max of \$5,000 each). Internally, we will provide an additional \$226,000 over five years to provide professional management, marketing, accounting services and technical assistance.
3. Expand Talent Attraction and Retention initiatives including Charleston Roots, boomerang marketing strategies, Generation Charleston and Leadership Kanawha Valley - \$1,000,000. Funds will be used for relocation incentives (\$5,000 each) to fill jobs left vacant from the pandemic, unique marketing campaign, retention networking, training and staffing support. Additionally, we will match these funds with other private contributions, professional management, marketing, registration fees, accounting services and technical assistance totaling \$376,000.
4. Invest in entrepreneurial and economic development software including SizeUp and JOBSEQ For Economic Development - \$70,500 for five years of subscriptions. Internally we will spend an additional \$96,750 to assign professional management, communications and marketing, and software management through 2026.
5. Enhanced website to provide retention and expansion tools - \$10,000. We anticipate spending these additional funds to upgrade our website so the regional businesses, government organizations and the public can access the business retention and expansion

tools. The Alliance has committed another \$96,750 in staffing of the website, marketing materials and professional management.

As noted, the large majority of the ARPA funds will be used to invest in women and minority owned businesses grants and to provide the incentives for the talent recruitment initiative.

5. Describe the Need:

Economic and community development is ever changing based on economic conditions. Not only are we battling negative economic impacts from the pandemic, we have also suffered from a major loss of extractive industry jobs resulting in a continuous loss of population. The Alliance is a collaborative organization pulling together many partners to address these negative impacts. Through the American Rescue Plan Act funds from both the City of Charleston and Kanawha County Commission as well as resources from other businesses and organizations, we have an opportunity to focus directly on access to capital, aggressive recruitment of talent, retention programs and well researched communication and marketing strategies.

6. List other Charleston organizations in Charleston that address this need:

None that we are aware of in the Charleston or Kanawha County region.

7. Collaboration:

The Alliance was formed as a collaborative organization to address community and economic development needs in the greater Charleston region. It is only natural that we partner with others such as City of Charleston staff and city council members, Kanawha County Commission staff and commissioners, organizations such as the Charleston Convention and Visitor's Bureau, area foundations, the business community and more. While we are continuing to keep a major focus on enhancing the initiatives in the City of Charleston, we are also requesting additional funding from the Kanawha County Commission to expand into the county. Both of our long running and successful retention programs, Leadership Kanawha Valley and Generation Charleston, operate on a very high level of collaboration. Each reaches deep into the community to connect folks with a desire to be involved in the community and blossom into leaders. We operate in a region where talent, businesses and customers are unaffected by municipal boundaries but invest in an entire region.

8. How will duplication of services be prevented:

We are not aware of any other organization providing these services.

Program Requirements and Objectives

1. Targeted recipients of proposed services:

It is difficult to specifically pinpoint the number of impacted residents. We do know that with every job created and individual recruited to live in the region, there is a positive economic impact in housing, car sales, purchasing of retail and services, grocery stores, restaurants, and sales and property taxes. There will be at least 75 new people recruited to the area through the Talent Attraction Initiatives and at least 45 Women and Minority Owned Businesses supported through the small business grant program.

2. Eligibility requirements:

Each part of this proposal has different eligibility requirements summarized below:

Women and Minority Owned Small Business Access to Capital

- At least 51% of the for profit business owned by a woman or person of color; and
- Small business with annual gross revenues under \$500,000; and
- Small business is located within city limits of Charleston, WV (or Kanawha County with expansion); and
- Small business operates out of commercial space located in the City of Charleston (or Kanawha County with expansion); and
- Been in existence for a minimum of one year.

Talent Attraction:

- Charleston Roots - Applicants must be 18 years of age or older and should presently reside outside of a 50-mile radius of Charleston, West Virginia. They should be seeking to fill a high demand job within Charleston's key industries or positions available due to COVID, including but not limited to: manufacturing, nursing/medical, public sector, technology/programming. It will promote notice of employment opportunities and quality of life experiences to those applicants not selected.
- Boomerang – Targets individuals that either grew up or lived in the area previously to move back and replant themselves in our community and those that have ties to the area.

3. Previous outcomes:

This proposal is a comprehensive approach to expanding two pilot programs, enhancing two long running initiatives and introducing new technology for business recruitment and expansion.

Women and Minority Small Business Grant Program – introduced in 2021 under the leadership of City Council President Becky Ceperley, we were able to create a pool of funds from several city council members, mayor's office, Truist Bank, and the Verizon Economic Development Fund. We issued a call for grant applications and are in the process of awarding seven, \$5,000 grants to women and minority owned businesses located in the City of Charleston. We have applied for additional funding to expand the program another three years from the AEP Foundation and will be requesting funding from the Kanawha County Commission ARPA funds to add a county wide piece to the program.

Talent Attraction – Charleston Roots was also piloted in 2021 as a way for Charleston Area Alliance and City of Charleston to recruit people to live, work and play in Charleston, West Virginia. The program is designed to attract talent to fill career opportunities within Charleston's key industries. The Charleston Roots Initiative provides a monetary incentive of up to \$5,000 to assist with moving or other initial expenses for a person to relocate to the greater Charleston Area. In addition to the monetary contribution, the Charleston Area Alliance and the Charleston Convention and Visitor's Bureau have worked out memberships and incentives to local arts, athletic organizations and recreational opportunities. - tailored to the hobbies, interests and lifestyle of the selected recruited individual. It is designed to work in tandem with the West Virginia Ascend program and we are requesting additional funds to expand it to Kanawha County. In 2021, we witnessed over 150 applications and were able to select 14 to participate in the initiative.

4. Two measurable outcomes for new projects:

-Enhanced access to capital to grow at least 45 of our regional women and minority owned small businesses. We will target at least 30 of these grants for businesses located within the City of Charleston. Timeline: 2022-2024 providing annual grant cycles.

-Expand and diversify our population by creating and improving at least four outreach strategies to recruit and retain talent to the region. Strategies include recruitment of at least 75 new workers to the region (with at least 34% of them targeted for the City of Charleston) through Charleston Roots, creation of boomerang marketing initiative to target folks that have lived here previously to return, and enhance Generation Charleston and Leadership Kanawha Valley programming. Timeline: 2022-2026 with annual review of each strategy.

-Provide market research and data tools to the region's businesses and government to assist in the understanding of and heightened awareness of business opportunities. Timeline: Acquisition of tools in 2022 and communication strategies through 2026.

BUDGET

- 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?**

YES

- 2. Has the organization requested funding from other Federal, State or Local government entities for any program/project support related to COVID-19?**

YES

- 3. If yes, explain from which entities and the amounts requested for each program/project.**

We will be requesting funds from Kanawha County to include: \$75,000 for Women and Minority Small Business Grants, \$500,000 for Talent Attraction and \$26,500 for

Economic Development Software. We will also be requesting funding for the Upper Kanawha Valley Trail Towns Initiative.

4. List Federal, state, Local or private funding or grant awards received the last three years and amounts and status:

-Greater Kanawha Valley Foundation – Downtown Initiative (closing 12/31/21) \$25,000 and Advancing Entrepreneurial Development (closing August 2022) \$22,000

-Kanawha Garden Club, Jacobson Foundation and CRA Foundation – Charleston In Bloom (closing fall of 2022) \$11,500

-Truist CRA and Charleston Community Participation Grants – Women and Minority Small Business Pilot Grant Program (closing spring of 2022) \$30,000

-West Virginia Development Office LED – economic development initiatives (annual) \$22,727 in 2021

-BB&T West Virginia Foundation – general support (annual) \$23,900 in 2021

-Sub-recipient of US EDA grant – business retention and new markets (3 years) Sub award is \$144,000 over a three year period beginning mid-August 2021. CAA is required to match \$54,000 over the same period for a total project budget of \$198,000.

-City of Charleston – Charleston Roots Initiative (phase 1 closing spring 2022) \$50,000

-Variety of private sponsorships for many of our other programs and events

5. Budget summary:

5 years Revenues:	\$2,187,018
City ARPA	\$ 616,518
County ARPA	\$ 780,500
Other	\$ 790,000

5 years Expenses:	\$2,187,018
Women and Minority Grants (3 years)	\$ 451,000
Talent Attraction/Retention	\$1,376,000
Pandemic Revenue Recovery	\$ 166,518
Economic Development Tools	\$ 193,500

6. If not fully funded, how will we adjust?

We will make our adjustments to the number of grants we can issue through the Women and Minority Small Business Grant Program and the number of incentives we can provide for selected individuals through the Charleston Roots Program.

7. Plan for sustainability:

After concluding a full evaluation of each project, Charleston area Alliance Board of Directors and partners will determine which programs they want to continue and will seek the necessary funding sources to support them.

8. Fiscal oversight and internal controls to minimize opportunities for fraud, waste, and mismanagement:

The Alliance has strict internal controls to provide financial oversight and prevent mismanagement of funds. Multiple individuals are assigned responsibilities of handling accounts receivables, deposits and payables including: VP of Administration, Executive Assistant, Administrative Assistant, CFO and President & CEO. The separation of duties, approval by designated staff and two signatures on checks adds to our strict controls. Every expense must be accompanied by a receipt or invoice. Every check or payable must have a corresponding invoice. The Finance Committee, with assistance from staff, recommend a fiscal year budget that is approved by the Executive Committee and Board of Directors. The Alliance's Finance Committee meets bi-monthly and the Executive Committee meets monthly to review financial statements. Additionally, the Board reviews the financial position of the organization on a bi-monthly basis. Alliance financials are audited annually by an independent accounting firm. According to the most recent audit conducted by Brown Edwards, the consolidated financial statements present fairly, in all material respects, the financial position of the Alliance and affiliates as of December 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with generally accepted accounting principles.

9. How does agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing:

As we are requesting ARPA funds for multiple programs, the funds designated for each program will be specifically credited to those line items. Utilizing our accounting software, QuickBooks, the account receivable will be applied as a line item to that specific program. Expenditures for that program will be tracked against the receivable. We receive funding and grants from a variety of sources and are experts at utilizing funds for specified program/initiatives and tracking and reporting on those designated funds. As with all of the programs and initiatives managed by the Alliance, reports will be run for each individual program clearly showing the income of ARPA funds and the expenses associated with the program as outlined. The financial reports are reviewed monthly by staff and the Executive Committee (which includes the Mayor of Charleston) and bi-monthly by the Finance Committee and Board of Directors. An independent accounting firm annually audits the Alliance's financials.

Budget Worksheet	
City ARPA	\$616,518
Internal/self funding	\$565,000
Donations/other	\$225,000
Government Grants (Kan Co ARPA)	\$780,500
Total Revenue	\$2,187,018
Expenses	
Salary/Wages	
City ARPA request	
Other sources	\$338,000
Total	\$338,000
Benefits and Matching	0
Contrated Services	0
Program Materials	0
Marketing	
City ARPA request	\$125,000
Other	\$135,000
Total	\$260,000
Supplies	0
Other	
City ARPA request	\$491,518
Other	\$1,097,500
Total	\$1,589,018
Total Expenses	
City ARPA	\$616,518
Other	\$1,570,500
Total	\$2,187,018

Organizational Details

1. Describe history of organization and current programs and activities:

The Charleston Area Alliance is built on the legacy of three organizations that came together in 2004 to bolster economic opportunity and community enhancement. They include Business & Industrial Development Corporation (BIDCO), Kanawha County's economic development organization, Charleston Renaissance Corporation, the downtown and neighborhood development organization, and the Charleston Regional Chamber of Commerce, West Virginia's largest regional chamber of commerce. The Alliance's key focus areas include: economic and business development, community development, membership and communications, and real estate services. Within these areas are multiple programs that included Leadership Kanawha Valley, Elevations, Generation Charleston, entrepreneurial support and development, business retention and recruitment, and community revitalization.

2. Mission statement:

Build a more vibrant community and prosperous economy.

3. Third party references:

City of Charleston, Mayor Goodwin
Dr. Michelle Foster, Greater Kanawha Valley Foundation
Jack Rossi, Summit/MVB Bank

Covid impacts

1. Explain covid impact and how it relates to our request:

Economic and community development is ever changing based on economic conditions. Governments mandated businesses close their doors during certain stages of the pandemic forcing those businesses to furlough or layoff their employees. It also caused schools and daycares to close. When businesses were allowed to reopen, many of those furloughed employees did not return. Additionally, schools and daycares remained closed resulting in mothers not being able to return to work. Businesses have had to adjust their business models to meet new consumer buying trends as well as deal with supply chain shortages. Businesses and their employees are forever changed due to COVID-19. Here in the Charleston area, not only are we battling negative economic impacts from the pandemic, we have also suffered from a major loss of extractive industry jobs resulting in a continuous loss of population. The Alliance is a collaborative organization pulling together many partners to address these negative impacts. Through the American Rescue Plan Act funds from both the City of Charleston and Kanawha County Commission as well as resources from other businesses and organizations, we have an opportunity to focus directly on access to capital, aggressive recruitment of talent, retention programs and well researched communication and marketing strategies.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details:

3.

Charleston Area Alliance	
Financial Impact of COVID19 on Revenues	
Cancellation of community, networking and member events: <i>(lost revenues from sponsorships and registration fees, net of event costs)</i>	
Downtown Open - 2020	\$ (3,900)
Downtown Streetfest - 2020	\$ (7,000)
Business After Hours - April through December 2020	\$ (15,125)
Member cultural tour commission - 2020	\$ (9,000)
Elevations Professional Networking - 2020	\$ (4,000)
Elevations Professional Networking - 2021	\$ (12,500)
Member Market eblast services - 2020	\$ (4,758)
Member Market eblast services - 2021	\$ (5,975)
Membership cancellations - 2020	\$ (22,995)
Membership cancellations - 2021	\$ (29,484)
Lease Revenues:	
Motion Industries rent abatement for May through July 2020 <i>(includes legal fees for lease amendment)</i>	\$ (51,781)
Total COVID impact on revenues 2020-2021	<u>\$ (166,518)</u>

4. If funded how with ARPA funding aid in recovery?

Working through our board of directors and partners, we have identified the programs and initiatives outlined in this proposal as strategies that will positively impact strengthening our most vulnerable businesses, grow the pool of talent, and provide long lasting access to quality data for years to come. It will also provide the organization with stability by providing our nonprofit revenue recovery.

THE APPLICANT UNDERSTANDS:

*

1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as “confidential.”

Yes

*

2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

Yes

THE APPLICANT CERTIFIES THAT:

*

1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>

Yes

*

2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.

Yes

*

3. The information submitted to the City of Charleston (“City”) in this application, and substantially in connection with this application, is true and correct.

Yes

*

4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.

Yes

*

5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.

Yes

*

6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

Yes

*

7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.

Yes

*

8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

Yes attached

* Signature



Authorized representative of Applicant/Organization

* Date

12/14/2021

* **PRINTED NAME:** Nicole Christian

* **TITLE OF APPLICANT:** President/CEO

* **ORGANIZATION NAME:** Charleston Area Alliance

**CAPITAL AREA DEVELOPMENT CORPORATION
DBA CHARLESTON AREA ALLIANCE**

**EXECUTIVE COMMITTEE MEETING
NOVEMBER 10, 2021**

MINUTES

The Executive Committee met Wednesday, November 10, 2021 at 8:30 a.m. via video conference.

MEMBERS PRESENT: Vice Chair Adam Krason, Treasurer Matt Bond, Ellen Cappellanti, David Ferretti, Tessa White

MEMBERS ABSENT: Chair Jack Rossi, Secretary Christy Elliott, Mayor Amy Goodwin, Commissioner Lance Wheeler

STAFF PRESENT: Nicole Christian, Jeri Adkins, Debbie James, Victoria Russo, Susie Salisbury

CALL TO ORDER

Vice Chair Adam Krason established a quorum and convened the meeting. A motion to accept the minutes of the October 12, 2021 minutes was made & seconded. Motion carried.

FINANCE

CFO Debbie James reported the IRS Forms 990 were completed for the Capital Area Development Corporation, CADCO Foundation, Charleston Interregional Chamber of Commerce and Enterprise Properties, Inc. and approved by the Finance Committee for filing by the extended due date of November 15. A motion to ratify approval by the Finance Committee was made and seconded. Motion carried.

CORRIDOR G PROPERTY

Vice Chair Krason and President & CEO Nicole Christian presented an update on the pending Corridor G property sale.

PRESIDENT'S REPORT

Staffing Update

President Christian reported on the three open staff positions. An Administrative Assistant – Maria Terrell – has been hired and will begin work on November 22.

Second interviews are scheduled for the Communications & Events Coordinator and the Economic Development Director positions.

Kanawha County Presentation

As part of our annual resolution request for participation in the WV Certified Development Community (CDC) Program, President Christian gave a brief presentation about Alliance programs and initiatives to the Kanawha County Commissioners.

County and City ARPA Fund Requests

President Christian and Susie Salisbury, VP Community Development, presented a summary of planned requests to the City and County for American Rescue Plan Act (ARPA) funds. The funds will be spent over a 5-year period.

Funding requests include: the Women & Minority Owned Small Business Grant Program, Charleston Roots Relocation Program, boomerang marketing strategies, Trail Towns community mini-grants in the Upper Kanawha Valley, Size-Up entrepreneurial assistance online tools, Global Location Strategies data tool, website updates to include business attraction/retention tools and revenue recovery assistance.

Staff is still tweaking the requested amounts. A motion to move forward with submission of the requests to the City and County was made and seconded. Motion carried.

OTHER BUSINESS

President Christian reported on a request from Generation West Virginia (GWV) for Generation Charleston to change its name and no longer use the word “Generation” in the name. The request is part of a broader restructuring by GWV. The request will be taken under advisement and no action was taken.

ADJOURNMENT

There being no further business, the meeting was adjourned.



Nicole Christian, CCE, IOM
President & CEO

Risk Assessment Tool	
Grantee Name:	Charleston Area Alliance
Grant Program Name:	Women and Minority Small Business Grant Program Expansion
Grant #:	
Grant Amount:	\$200,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A (select from drop down)	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	No	0	
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	No	0	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	Verified 4/14
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	No grants that required periodic reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	No grants that required periodic reporting

Available Total 14

Total Risk Score 9

LEGEND

High Risk	Less than	4
Medium High	Between	4-7
Medium Low	Between	8-11
Low Risk	Greater than	11

Notice of Award

Beneficiary Name: Capital Area Development Corporation of West Virginia dba Charleston Area Alliance	Name of Awarding Agency: City of Charleston, West Virginia
Beneficiary's UEI Number: MS78G5CCDPX6	Award Date: 4/19/2022
Program Name: Investing in the Future	Award Period of Performance: 5/1/2022 – 12/31/2024
Award Program Description: The City of Charleston Non-Profit Fund addresses the financial and programmatic needs of Non-Profit Organizations in the community, as required to implement programming consistent with the economic, social, and health goals identified by the City.	
Total Amount of Funds Obligated by this Agreement: \$200,000	Total Amount of Funds obligated to the Beneficiary: \$200,000
Terms & Conditions: All requirements imposed by the City of Charleston, West Virginia (the City) on the Beneficiary so that the award is used in accordance with the City of Charleston guidance, U.S. Treasury guidance, and the terms and conditions of the award of City of Charleston Non-Profit Fund.	
Incorporated Documents: 1. Notice of Award 2. Beneficiary Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Beneficiary Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, West Virginia (the City) on the Beneficiary so that the award is used in accordance with the City of Charleston guidance, U.S. Treasury guidance, and the terms and conditions of the award of City of Charleston Non-Profit Fund.
- Any additional requirements imposed by the City on the Beneficiary, including identification of any performance requirements.
- Terms and conditions concerning the closeout the award.

THIS AGREEMENT is made by and between the City of Charleston, West Virginia (the City), with offices located at 501 Virginia St. E., WV 25301, and Capital Area Development Corporation of West Virginia dba Charleston Area Alliance (Charleston Area Alliance), (hereinafter referred to as “Beneficiary”) with administrative offices at 1116 Smith Street Charleston, WV 25301 (each being at times referred to as “Party” or “Parties”).

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide for the award of financial assistance by the City to assist the Beneficiary with funding such necessary expenses to implement programming consistent with the economic, social, and health goals identified by the City, as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and the Beneficiary agree as follows:

Section 1: Compliance

- A. Beneficiary acknowledges that Fund payments made by the City to the Beneficiary are not considered to be grants but are “other financial assistance”. The Beneficiary agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Beneficiary further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Beneficiary Agreement, the Beneficiary shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by the Beneficiary under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Beneficiary must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.
- B. The Beneficiary shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) through December 31, 2024 (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Beneficiary, on an advance payment basis, up to a maximum of \$200,000 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Beneficiary.

Section 4: Duplication of Benefits

- A. The Beneficiary hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by the Beneficiary, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other programs (such as the American Rescue Plan Act), other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is the Beneficiary’s responsibility and obligation to implement processes to ensure compliance with this paragraph. The Beneficiary acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Beneficiary recovers costs incurred under this Agreement and reimbursed by the City from another source, the Beneficiary shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Beneficiary to the date repayment is made to the City by the Beneficiary.

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below (until all funds are expended and project implementation goals are met):
 - June 30, 2022, due July 5, 2022
 - September 30, 2022, due October 5, 2022
 - December 31, 2022, due January 5, 2023
 - March 31, 2023, due April 5, 2023
 - June 30, 2023, due July 5, 2023
 - September 30, 2023, due October 5, 2023
 - December 31, 2023, due January 5, 2024
 - March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024

- December 31, 2024, due January 5, 2025
- March 31, 2025, due April 5, 2025
- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on the Beneficiary's letterhead and outline progress of items to date.

- B. Final Report. Within twenty (20) days following the close of project implementation by the Beneficiary under this Agreement, the Beneficiary shall submit a "Final Project Report," in which the Beneficiary shall describe the status of the Beneficiary's implementation of all projects and/or activities undertaken under this Agreement.

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by the Beneficiary in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Beneficiary to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Beneficiary an opportunity to consult with the City regarding the reason(s) for termination.
- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Beneficiary after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 8: Contracting

- A. Contracting. In procuring goods and services under this Agreement, the Beneficiary shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Beneficiary may Contract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any Contract, the Beneficiary is ultimately responsible for all projects, programs, activities, and services undertaken by Contractors under this Agreement. The Beneficiary agrees to be responsible for the fulfillment of all work elements included in any Contract and agrees to be responsible for the payment of all monies due under any Contract. It is understood and agreed by the Beneficiary that the City shall not be liable to any Contractor for any expenses or liabilities incurred under the Contract and that the Beneficiary shall be solely liable to the Contractor for all expenses and liabilities incurred under the Contract.

For all procurements of \$50,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Beneficiary must submit any outstanding reports, including the Final Project Report, as well as any required reporting on awards.

On behalf of the Beneficiary, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the City of Charleston Non-Profit Fund, and hereby certify my authority to execute this agreement on Beneficiary's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, the Charleston Area Alliance will work to expand and continue the development of the Women and Minority Small Business Grant program that helps to support women and minority businesses in their efforts to attract talent to the Charleston region to grow and diversify the population. Through a pilot phase of the program, the organization found that workers desired to move to the area and fill much needed employment opportunities. In addition, studies have shown women and minorities were disproportionately affected by the pandemic and continue to have less access to capital.

The objectives for this program to be tracked through performance reports include:

- Provide grants to Women and Minority Owned Businesses (# Of Grants Reported Quarterly).
- Limit the size of the grants to \$5,000 each (Breakdown of the value of the grants provided to each organization).
- Provide supplemental internal funding and other grants to continue the program including management, marketing, accounting, and technical assistance services.

Through the Talent Attraction Initiative, Charleston Roots, the funds will be used to provide relocation incentives to fill jobs left vacant from the pandemic and grow and diversify the population.

The objectives for this program to be tracked through performance reports include:

- Provide relocation incentive awards selected from a competitive application process for the Charleston Roots Program (# Of Incentives Reported Quarterly).
- Limit the size of the Charleston Roots relocation incentive to \$5,000 each. (Breakdown of the value of the incentives provided by employing business industry).
- Provide supplemental internal funding and other grants to continue the program including management, marketing, accounting, and technical assistance services.

The Beneficiary projects that it will require a period of three years to fully expand the programs and distribute the funds to participants.

Exhibit B – Project Budget

Source	Purpose	Amount
City of Charleston Non-Profit Fund	Direct Grants for Women and Minority Owned Businesses	\$100,000
Other Grant Funding Sources (pending award)	Direct Grants for Women and Minority Owned Businesses	\$150,000
Internal Funding	Support for Women and Minority Owned Businesses	\$135,600
Total Program Cost		\$385,600

Source	Purpose	Amount
City of Charleston Non-Profit Fund	Charleston Roots Relocation Incentive Program	\$100,000
Other Grant Funding Sources (pending award)	Talent Attraction Incentives	\$500,000
Internal Funding	Support for Talent Attraction	\$151,200
Total Program Cost		\$751,200

1 Resolution No. 647-22

2
3 Introduced in Council:

Adopted by Council:

4
5 May 2, 2022

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12 Resolution No. 647-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Bright Futures Now in the total amount of \$350,000 and to execute
14 appropriate agreements establishing the terms and conditions imposed upon the recipient,
15 including ongoing duties for reporting on expenditure and programmatic activities and binding
16 covenants to spend funds in accordance with the purposes for which such funds were granted.

17
18 Be it Resolved by the Council of the City of Charleston, West Virginia:

19
20 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
21 funds to Bright Futures Now in the total amount of \$350,000 and to execute appropriate
22 agreements establishing the terms and conditions imposed upon the recipient, including
23 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
24 to spend funds in accordance with the purposes for which such funds were granted. The grant
25 is approved in full or in part based upon information submitted to the City in the grant
26 recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The City
27 Manager is directed to withhold grant funding to the grant recipient should the City Manager
28 determine that the grant recipient has failed to adhere to the obligations established in the
29 agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

[Print](#)**Submitted by:****Status:** Open**Priority:** Normal**Assigned To:** Jonathan Storage**Due Date:** Open**Attachments**

- [Bright Futures Now Inc Training and Resource Center Renovation and Project Budget.xlsx](#) - 2021-12-15 10:26:27 pm

**American Rescue Plan Act (ARPA)****Funding Application****Non-Profit, Community Groups, Neighborhood Associations, and Businesses****APPLICATION DEADLINE: December 15th 2021**

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION*** Name of Project/Program:**

Bright Futures Now Inc. Resource and Training Center Renovations

*** Organization Name:**

Bright Futures Now, Inc.

*** Address:**

504 Virginia Street West, Charleston, West Virginia 25302

*** Primary Contact Person:**

Robert L. Haley, III

Title:

Executive Director/CEO

* Phone:

304-400-4111

* Email:

brightfuturesnow18@gmail.com

Federal Tax ID:

83-1671800

If applicable: DUNS Number:

117633430

To obtain a DUNS number please visit <https://fedgov.dnb.com/webform> After obtaining, please register your organization with the System for Award Management at <https://sam.gov/SAM/>

List the organization’s owner(s), Board of Directors, senior staff members, and other key members:

Robert L. Haley, III CEO/Executive Director, ex officio Danita L. Haley, Board of Director Mary L. Wesley, Board of Director Denise L. White, Board of Director Michael A. White, Board of Director Lester J. Sims, Board of Director Rebecca Sims, Board of Director Theresa Coleman, Board of Director Evonne Richards, Board of Director Thomas Toliver, ex officio Brittany Masters, Senior Staff

Describe any partner organizations, their roles, and your relationship with them:

West Virginia HealthRight-Westside, grantor, key partner and sponsor of health initiatives Common Defense, nonprofit advocacy group for veterans, sponsor of health initiative, food distribution efforts and community outreach services BB&T, now Truist Bank, sponsor of financial literacy programming and food distribution donor WYTV7- North Carolina, sponsor of financial literacy programming and wellness program Humana, major donor and sponsor of food distribution, Census 2020 and health care event West Virginia School of Osteopathic Medicine (WVSOM), major sponsor of health care initiatives, food distribution, and community training Cerberus Security, resource for security systems and broadband certification training

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
350,000.00	850,000.00	148670.000

Request Summary

1. Provide a narrative overview/summary of the request.

Topics that may be included but not limited to:

- a. Purpose and anticipated outcomes
- b. Individuals, entities, or communities served
- c. How the pandemic has necessitated this request
- d. Amount of any estimates and bids received to date
- e. Timeline for project completion

Bright Futures Now, Inc. is a non-profit organization located in Charleston, WV. Its purpose is to assist families with economic, educational, health and legal needs through developmental projects while incorporating standards of community stability, building trust and care that transform lives. To date, we serve local residents, seniors, and housing projects on the average of 200-300 per month from our food distribution programing. As the pandemic continues, the projected service number is more than five hundred families. We anticipate expanding projects and programs such as financial literacy, more robust food distribution, broadband and low-voltage certification training, cooking classes, health and nutrition classes, fitness for seniors, and more with the renovation of our second floor. Space will be allotted for in-person and virtual training, healthy eating demonstrations, counseling, utilization of our newly installed computer lab, and center for community-based resources. To date, we are serving seniors, housing residents, and families on average of 200-300 per month. As the pandemic continues, the projected service number is more than 500 families. b. Individuals, entities, or communities served Our programs focus on needs of the whole family, primarily for Charleston, and within the Kanawha Valley. c. How the pandemic has necessitated this request COVID-19 hampered our ability to obtain funding to complete contract work on the renovation. It stalled our efforts to obtain a new heating and cooling system as well as get the second-floor fire code work completed. Bright Futures Now Inc. was in the second phase to expand community services under our mission. In addition, we were unable to complete the renovations for classes, community center hub, office spaces and demonstration kitchen. We scheduled a major fundraiser which didn’t take place due to the pandemic and travel restrictions. In addition, identifying companies with the personnel able to do the work has proven challenging. The need is still growing. d.

Bids received to date total \$76,476.24 dollars. One bid has been delayed to sickness. Anticipate receipt. e. Timeline for project completion - December 20, 2022

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

* 1. The funding will be used to:

- ☐ Start a new program/project
- ☒ Maintain an existing program/project
- ☐ Expand an existing program/project

* 2. If funded, will the program/project be completed within FY 2022?

☒ Yes☐ No

If no, when is expected completion year?

3. Which eligible ARPA Expenditure Category does this program/project represent (See <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for further details)? Please check all that apply:

- *
- ☒ Public Health
- ☒ Negative Economic Impacts
- ☒ Services to Disproportionately Impacted Communities
- ☐ Premium Pay
- ☐ Infrastructure
- ☒ Other

4. Briefly describe the program/project funds are being requested for:

The funds will be used to complete the renovations for the second floor to provide a safe, accessible location for instruction, training, outreach, and community work hub. Below is further clarification on the services provided and those services that will be offered once renovations are completed. For example, Youth Programs (Bright Future, The King’s Table and Let’s Talk Youth Outreach for At-risk children – We plan to operate various, age-appropriate activities for children in the community such as: summer programs, an after-school program which will include life skills, classes on good citizenship, age-appropriate recreational activities, and a food program. Volunteers will be used from community groups, partners, other churches, college students, etc. This program will operate Monday through Friday, with hours varying by activity. Food Distribution...dealing with food insecurity on a monthly basis for residents in the Kanawha County and beyond with sponsors: Humana, Midwest Food Bank, Mountaineer Food Bank, and assistance from community partners Greater Emmanuel Gospel Tabernacle.

5. Describe the need for this program/project:

This project wants to positively affect marginalized groups, who often face disproportionate consequences from economic and educational systems but have less influence in its development. Bright Futures Now, Inc. aims to develop a vision for economic, education, health and legal systems that can have a positive impact on the same groups. The funds will be used to renovate the second floor of the building to create space for training for employability skills, reduction in technological disparity, community health worker programming, entrepreneurship courses, low voltage and fiber optics, and outreach services for disadvantaged and rural communities. This space will be a community center serving Charleston residents and beyond. Below is a brief overview of the courses that will be offered. This will include food truck management, food prep safety, cooking classes, and more. As the pandemic continues, the projected service number is more than 500 families. Once renovations are completed, classes, counseling, demonstrations, computer lab and other services can begin late summer, or early fall 2022. We will continue to provide food distribution. The 2020 pandemic hampered renovation efforts. And with no readily accessible space to accommodate large groups of people particularly on the westside of Charleston, we saw a wonderful opportunity to fill a niche. This community center space is uniquely positioned for ongoing training and outreach supporting employability, improving food insecurity, and promoting healthy lifestyle. Our integrated approach to meet growing needs within the family and community was just getting started when the country was shut down. With minimal resources, we forge ahead with food distribution, clothing, and toy drives, serving a space for voter’s registration and Census 2020. Unfortunately, the pandemic made in-person firsthand learning unsafe. Our key partners provided virtual learning and information sessions, while working collaboratively with content experts on projected programming. It is our goal to continue to promote economic independence and capacity building through education and training for targeted communities in and around Charleston who continue to grapple with a lack of financial resources and key infrastructure. Bright Futures Now, Inc. Training

and Resource Center will offer the following: Adult Education – The life center plans to include classes for adults in life skills, completing job applications, basic computer skills, resume writing, proper interview attire and etiquette as well as, mock interviews and GED preparation. Many of these activities will be conducted by a representative from local businesses. Parenthood classes for people will also be offered. The center will operate Monday through Friday at 504 Virginia Street West, Charleston, West Virginia. Various volunteers will be used from the community such as retired teachers and college students. Hours will vary depending on the classes. Microsoft Office Training will also be offered. Seniors (including Senior citizen care) – The senior citizen care will focus on recreation, education, health, well-being, and family. Assisted living and home assistance will be conducted by five (5) volunteers trained and/or licensed in home health care and in providing suitable medical care. Some activities will be conducted on-site whenever possible, or at senior living facilities. Services will be offered Monday through Friday from 9 am – 4 pm and in-home care will be scheduled for evenings, and weekends as needed. Financial Literacy- This will consist of webinars, in person counseling and consultation, seminars when feasible. Topics to be covered: homeownership, budgeting, savings, how to invest wisely, money management and the like. Courses will be geared for the entire family with support and expertise coming from local banking representatives, tax advisors and financial coaches. Series for youth will be incorporated in the curriculum for Bright Futures and The King's Table (middle school and high school). Saving accounts (generational oversight) for those raising children and grandchildren. Social Justice and Educational Equity: The program will provide remedial academics designed to prevent school dropouts and encourage high school graduation and vocational training for those needing re-entry skills back into society. The program will provide: (1) tutoring for each participant's weak subject area; (2) preparation for standardized tests specifically focusing on reading, math, and science (STEM); (3) arts and music classes; and (4) basic computer skills classes. Conflict Resolution Training for Leaders through DRM Diagnostic Roadmap originally located in London, England now based in Charleston, West Virginia. Sessions have already begun in 2021. Mentorship Programs: Each participant in the program will be paired with a mentor. Mentors will help and provide leadership to male individuals enrolled in the program establish stability in their lives and allow them to incorporate as a member of society. The program will work with different agencies to provide professional mentors. The mentors will offer job training, life skills, and leadership. Volunteers will coordinate the program, and each participant in need will be assigned a volunteer to improve the participant's critical subject areas. Counseling Program: Each participant that enrolls in the program will have access to a variety of counseling programs. Depending on the participants needs and goals, the participant can receive: (1) financial independence counseling; (2) family planning and parenting counseling; (3) mental health counseling. Depending on the program, the participants will either receive personal counseling or group counseling by volunteers. The financial counseling will offer credit repair assistance, budget classes, financial fitness classes, homeownership advice, and money marketing classes to stimulate generational wealth. The family planning and parenting counseling will offer, parenting classes, family skills classes, child nutrition classes, financial budgeting classes, and prevention classes for youth sexual activity. The mental health counseling will provide anger management, life skills classes, self-sufficient training, stress relief training, alcohol anonymous classes, narcotics anonymous classes, and veteran need classes. Health Outreach Program: These seminars are targeted to introduce the community and the participants to pertinent health issues. The seminars will provide fundamental educational information regarding health problems. The Applicant will collaborate with local hospitals, clinics, and state health departments to provide speakers for the seminars. The seminars will focus on nutrition, healthy eating, cooking classes, as well as smoking cessation, opioid awareness, flu shot clinic, health screenings and prevention. The applicant also plans on having one community health fairs each year, to draw attention to the health issues. Educational Help Program: Participants enrolled in the program will have the opportunity to advance their education and careers. The program will provide GED preparation, for those participants who have not received a high school diploma. There will also be beginning and advanced computer classes for those interested in pursuing careers in technology.

6. List other Charleston organizations in Charleston that address this need:

Manna Meal does provide service, but since Bright Futures Now, Inc., has been in partnership with other agencies, there has been a difference in the frequency. United Way of Central West Virginia Mountain Mission of Charleston

7. Describe the level of collaboration with other organizations on this program/project:

Under our economic and educational pillar, we have had conversations with Bridge Valley Community and Technical Economic, Cerberus Security, BB&T, now Truist Bank, and Humana. WYTV7 produces training programs. WYTV7 has begun working on dates for financial literacy seminars in January 2022. A project team including West Virginia School of Osteopathic Medicine, Humana, WV HealthRight, Center for Rural Health for the 2nd Annual Westside Community Health Fair set for May 2022 began its work in late summer 2021. This statewide event successfully began in June 2021 with support of the City of Charleston and Kanawha County Commission. Its goal was to improve health care access during the pandemic. Cerberus Security is currently working on a training curriculum as part of our STEM efforts for students and residents. EnACT, Humana and Mountaineer Food Bank are committed to work with us for Food Distribution expansion with the support of Health Right-Westside. Channel 13 News - WOWKTv is one of our sponsors for the 2022 Health Fair scheduled for May. West Virginia School of Osteopathic Medicine and its Center for Rural Health is a key sponsor for the Health fair. We have a verbal agreement with Mountain State Oral and Facial Surgery as well. Westside Engineering and Science Team has entered into an agreement to offer STEM courses once the 2nd floor renovations are completed. The McGee Foundation has begun strategic conversations with us about ways to facilitate our community outreach efforts.

8. How will duplication of services be prevented?

Interface with community leaders, supporters and like-minded organizations committed to the revitalization of the economic and social health of residents in the targeted region. Share outcomes during the pandemic and work on alternative user-friendly methodologies.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

Our program will serve approximately 500 residents. This number was arrived at using Census 2020 data, U.S. Census Bureau QuickFacts: United States. That number is approximately 7.6% to 15.7% of the total residents living in and around Charleston, West Virginia.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

Bright Futures Now, Inc., currently does not have an income restriction for food distribution. However, our focus will remain serving primarily Charleston, West Virginia residents and those in surrounding counties. Training programs will focus those who have at least a high school equivalency and beyond.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

Food Distribution program per month is 250-300 families. October 2020 during the height of the pandemic one thousand families were provided with food and basic care items. Throughout 2021, we did monthly and on five occasions bi-monthly distribution of food as well as walk-ups. We have delivered food to three local senior living facilities, and the men's and women's shelters. These totals averaged three hundred boxes monthly. In addition, there was a toy drive at the end of 2020, and efforts started in the month of November 2021. The beginning of 2021, we were determined to safely offer resources and supplies to the residents of Charleston. Hosted two clothing drives and yard sales. Offered COVID-19 testing and screening with Kanawha Charleston Health Department, Partnership for African American Churches (PAAC) and West Virginia Health Right-Westside. Offered Community Health Worker Training with West Virginia School of Osteopathic Medicine. This will be an on-going opportunity. Offered Conflict Resolution Training with DRM Diagnostic Roadmap for local leaders. Hosted a job fair in support of West Virginia Working Families to promote job opportunities. Distributed back-to-school supplies to more than fifty families and students in conjunction with community advocates. First annual Westside Community Health Fair with over twenty-five local health agencies, practices and organizations represented. More than one hundred residents participated despite the heat. Financial Literacy Medicare/Medicaid Update presented by Bankers Life Insurance and shared via Facebook and Twitter. The number of views were on average seven views and shared 4 times. We received positive feedback on the content and look forward to offering it to seniors. We could not have anticipated the worldwide pandemic that struck during the early stages of the projects. After several discussions with the team, adjustments to the plans were instituted. Tax Time is the Right Time for Budgeting and Savings. Presented by BB&T Marlo Long, Senior Vice President, Community Development and A More Excellent Way Life Center Church. For instance, BB&T arranged for the Banking Bus to be on the premises (4) times during the grant cycle. Due to safety concerns, these plans were eliminated. This online seminar had twelve local participants, but it was live streamed via Facebook. And the audience reached Ohio, Indiana, and Michigan. The Let's Talk Banking Youth Seminar (Webinar) 10 youth participated. The on-live audience was 30. The panelists included Marlo Long and Marie Cook of BB&T (Truist). Three Tax Preparation (Free) Services offered during the evening hours. Four people came to get their taxes done in January. Mavery Davis, CPA and a Vista Volunteer prepared tax forms with support of United Way of Charleston. 4. If this is a new program describe two anticipated measurable outcomes for the proposed program. This is an existing project to rehab space suitable for seminars, demonstrations, graphic design, and shared office space.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

This is not a new program, but the project once completed will offer additional services.

Budget

* 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?

☐ Yes ☒ No

* 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?

☐ Yes ☒ No

3. If yes, explain from which entities and the amounts requested for each program/project.

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

A More Excellent Way Ministries Worldwide, Inc. is the non-profit umbrella organization with two separate entities: A More Excellent Way Life Center Church and Bright Futures Now, Inc., which operates as a community development-non-profit organization since license was granted in November of 2016 and received its letter of determination from the IRS in 2021. Funds noted below were dispensed for community development engagements under Bright Futures Now, Inc., and A More Excellent Way Life Center Church.

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

A total of \$850,000. 00 dollars is needed to complete the renovations and expand services to the community. The project revenue reflects a portion to come from City's ARP Funding of \$350,000.00 and the rest revenues and expenses coming from other sources. See attachment included in zip file.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

Renovation work began in stages prior to the pandemic shutdown. If full funding is not received, work will commence in small stages, but continue with other outreach efforts. However, training and the use of the community space, proposed graphic design space, office rental space and demonstration and working kitchen cannot be utilized. Prior to our purchase of the building, it had been vacant for seven years. Fire and Safety installation, roof repairs and HVAC systems must be up to code in order to conduct the training and other activities in safe and functional spaces.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

The work should be completed so that training and other services can begin in earnest. The 2nd level will be available for rental to the community and agencies. We will continue to fundraise and look for additional sources of revenue. There are already plans for a major fundraiser as well as seeking additional sponsors and donors.

8. Briefly describe the organization’s fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

Bright Futures Now, Inc., will develop funds handling policy which will be reviewed and approved by the Board of Directors and Finance subcommittee. Monthly financial ledger reviews will be conducted by the Executive Director. The Board of Directors (BOD) will review monthly financial statements. Bright Futures Now, Inc. (BOD) will review and approve any expenditures above \$2,000. The Finance subcommittee will review and report to the Board of Directors monthly: Statement of Financial Position Statement of Activities Cash Flow Projection Current budget A Finance subcommittee is tasked with reviewing the organization’s monthly or quarterly financial reports to ensure that the organization’s budgeted costs and income are on track. Similarly, an auditor will be charged with overseeing an organization’s annual independent financial review, while a fundraising committee will research and recommend new sources of funding. As a fraud-prevention measure, the board is required that different staff/employees are responsible for such tasks as authorizing payments, disbursing funds, reconciling bank statements, and reviewing credit card statements. At least two people will bear the responsibility for depositing, recording, and reconciling the receipt of funds. A senior manager will approve all vendor or consulting contracts that are awarded following a transparent procurement process. Signatures and Authorizations: Similarly, a policy requiring two layers of approval for expenses will reduce the risk of embezzlement. Boards established a process requiring two signatories on every check over a specified amount and two different signatories on every authorization or payment. Checks over \$2000.00 will require signatures of the Executive Director & a Board of Director. Checks are not pre-signed, and proper invoices will accompany any payment or disbursement. Bidding (3) will occur with any budget item over \$2000.00 dollars. Require prior written approval for large checks or credit card charges, again from two individuals, with documentation demonstrating the legitimacy of the expense. A conflict-of-interest policy to guard against self-dealing transactions is already in operation.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

There is already a separate bank account for Bright Futures Now, Inc. with Truist Bank.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding

Internal/Self-Funding

\$350,000.00

Donations/Other Fundraising

Government Grants/Other

\$150,000.00	\$350,000.00
* TOTAL REVENUE	
\$850,000.00	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
238,000.00	0.00	238,000.00

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
112,000.00		112,000.00

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
	216,476.24	216,476.24

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
	35,000.00	35,000.00

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
	35,000.00	35,000.00

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
	150,000.00	150,000.00

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
	63,523.76	63,523.76

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
350,000.00	500,000.00	850,000.00

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

Bright Futures Now Inc. is a 501c3 organization founded in Kanawha County to assist residents with resources, services, and information. The organization operates based on principles of economic recovery, education attainment, health care, and legal and social justice. These guiding principles help us formulate strategies to engage the community by addressing food insecurity, financial literacy, health care and well-being support and other services aimed at improving daily living. Since 2018, the organization was actively involved in several initiatives including a youth mentoring program (Bright Futures Program) in cooperation with West Virginia State University’s Department of Social Work, The Bob Burdette Center, 4-H Services, food distribution, toy giveaways, COVID-19 testing, vaccine distribution, flu shot clinics and served as a hub for Census 2020 and Voter’s Registration among other activities. (More detail description below) Food Insecurity Our monthly food distribution dramatically increased from 50 families to over 200 families. From the beginning of the pandemic until the end of the year, we distributed more than 4000 boxes of perishable and non-perishable items to families in the greater Kanawha Valley and beyond throughout 2020. October 2020 was the highest month with more than 1000 boxes distributed. As the need increases, we received requests from other counties (Cabell, Fayette, Putnam). These frequent calls for assistance from other counties and works with other advocates and supporters to provide aid to individuals who show up at our doors demonstrated the great need during the pandemic with so many out of work and needs, particularly in the rural communities. Support for food distribution came also from Humana, ENACT, Mountain State Oral and Facial Surgery, Mountaineer Food Bank, Midwest Foods, and other local partners, church members and friends of the ministry. Brian Aluise, Deputy Outreach Manager for Senator Joe Manchin helped, Ben Salango County Commissioner, Carey Jo Grace from Our Future WV Families, and several candidates during monthly distribution events. Vaccine Access and Health Equity During the height of the pandemic, we held two free Flu Shots Clinics and COVID-19 Testing 4 times with partners Family Care Centers and Kanawha Charleston Health Department and the Partnership for African American Churches throughout 2020-21. Over 730 individuals were vaccinated during the two primary events. This was particularly important for high-risk areas of Charleston, West Virginia and beyond. We improved vaccination and testing rates among black and poor communities. This was achieved through targeted marketing efforts including local social advocates, internet, announcement at churches and word of mouth. Weekly, The Partnership for African American Churches uses our parking lot to conduct COVID-19 testing. Health Events 1st Annual Westside Community Health Fair was held on June 26, 2021. Over 25 vendors and resource providers participated. 131 individuals, 71 sports physicals and over 48 people received COVID-19 vaccinations. In partnership with WV HealthRight Westside, we began conducting biweekly vaccinations and testing clinics. Community Services Hosted tax preparation sessions in cooperation with United Way of Charleston, and Volunteer Income Tax Assistance. Volunteers tax preparers worked with individuals over the period of one month until the CDC guidelines were enforced. Bankers Life Insurance offered seminars for seniors on the new changes to the Medicare and Medicaid Laws. This was recorded and then uploaded to several social media sites during the height of the pandemic. In early 2020 we offered an expungement seminar to educate residents with criminal history how to systemically get some offenses removed. Youth Mentoring This effort will allow us to continue our vision for youth mentoring for young boys and expansion to address the social-economic needs for the entire family. We have secured verbal agreements from successful community leaders to work with us in lifting the community. Our goal is to transform the entire family with information, resources, and support for the advancement of their lives. · Bright Futures Program for Girls · The King’s Table for Boys Donations Donated winter jackets to Westside Middle School and Mary C. Snow

Elementary Schools, and Elkview Schools. Donated toys to 20 families with generous support from Freddye Frye of Boxing Fit organization in 2020 and Mountain State Oral and Facial Surgery. This outreach effort saw an increase in community commitment from the following agencies and organizations in 2021: Boxing Fit, A More Excellent Way Life Center Church-Youth Department, Mountain State Oral and Facial Surgery, YMCA and United Presbyterian Church.

2. Provide the organization’s mission statement/purpose.

Bright Futures Now, Inc. is a non-profit corporation and shall operate exclusively for educational and charitable purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. Bright Future’s purpose provides education and charitable relief through in-person and on-line educational and support resources by giving free lectures, seminars, and webinars on financial literacy, second chance education, as well as providing a food bank, health care assistance and support through partnerships with health care agencies, job development, training, and other resources. Our programs include raise social consciousness about the health care equity, economic stability, food inequity and youth development on a local and national level, and to hold fundraising events in order to provide immediate relief and assistance to those suffering from educational gap, economic instability, health challenges, social inequalities regardless of their race, ethnicity, or religion. To maximize our impact on current efforts, we collaborate or seek to collaborate with other non-profit organizations which fall under the 501(c)(3) section of the internal revenue code and are operated exclusively for educational and charitable purposes. At times, per the discretion of the board of directors, we may provide internships or volunteer opportunities which will provide opportunities for involvement in said activities and programs in order to have a greater impact for change.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

Herbert Henderson Office of Minority Affairs, West Virginia State Department, BB&T now Truist Bank, Carey Jo Grace/Jennifer Wells/ Kathy Ferguson of Our Future WV and Families.

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

Reduction in services-no contractors, loss of fundraising opportunity, increased costs now due to nationwide closures and lack of availability staff, and community impact. Without the 2nd floor space, the full range of services will not be sustained.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

One of the fundraisers for 2020 was a special arts program/installation with renowned artist Peter W. Hart Montreal Canada. Mr. Hart is former CEO of Rideau, Inc. who is also an author who works with youth and the homeless to create amazing art. He agreed to work with a group of citizens to produce a special art installation that would be auctioned off as part of the event. (Attached documentation). Funds will also be used to recover some portion of salaries for the administrative staff as well. It was projected that the sale of his art was between \$30,000.00 to \$65,000.00 based on his previous work. His gallery is located at 367 rue Saint-Paul E, Montréal QC H2Y 1H3. For more information, please see peterwhart.com/about.php.

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

Bright Futures Now, Inc., will be able to continue its community engagement work, reverse the impact of pandemic by increasing operational capacity, and enhancing goals while sustaining current momentum. These funds will enable us to build additional coalitions and sustain our position of being a service provider. Our goal is to improve the economic and educational conditions for residents by gaining new or enhancing current skills in science, technology (low voltage, fiber optics,) computer skills, and other projected growth jobs.

THE APPLICANT UNDERSTANDS:

- *

☒

1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as “confidential.”
- *

☒

2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

THE APPLICANT CERTIFIES THAT:

*

☒ 1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>

*

☒ 2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.

*

☒ 3. The information submitted to the City of Charleston ("City") in this application, and substantially in connection with this application, is true and correct.

*

☒ 4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.

*

☒ 5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.

*

☒ 6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

*

☒ 7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.

*

☒ 8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

*** Signature**

Robert L. Haley, III

Authorized representative of Applicant/Organization

*** Date**

12/15/2021

Format: MM/DD/YYYY

*** PRINTED NAME:**

Robert L. Haley, III

*** TITLE OF APPLICANT:**

Executive Director

*** ORGANIZATION NAME:**

Bright Futures Now, Inc.

Upload a File

Choose File

No file chosen

Sharing Montgomery Budget Worksheet

Organization Name: BRIGHT FUTURES NOW, INC.

Bright Futures Now, Inc. Training and Resource Center Renovation

Fiscal Year Period: 2022-2023

	Projected Budget	Current YTD Actuals	Previous FY Actuals
REVENUE			
Proposed City ARPA Funding	350,000.00		
Internal/Self-Funding			
Donations/Other Fundraising	150,000.00		
Government grants & contracts	350,000.00		
Other			
TOTAL REVENUE	850,000.00	\$ -	\$ -
EXPENSES			
Salaries and Wages			
Amount Requested from City			
Amount from Other Sources			
Total Estimated Expenses	238,000.00		
Benefits			
Amount Requested from City			
Amount from Other Sources			
Total Estimated Expenses	112,000.00		
Contracted Services			
Amount Requested from City			
Amount from Other Sources			
Total Estimated Expenses	216,476.24		
Program Materials			
Amount Requested from City			
Amount from Other Sources			
Total Estimated Expenses	35,000.00		

Sharing Montgomery Budget Worksheet

Marketing

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

35,000.00		

Supplies

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

150,000.00		

Other

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

63,523.76		

IMPORTANT DETAIL

In order to insert a suggestion that uses a PivotTable or formula, your data was organized in colour

Field1
Organization Name: BRIGHT FUTURES NOW, INC.
Bright Futures Now, Inc. Training and Resource Center Renovation
Fiscal Year Period: 2022-2023

nns with a single header row.

Row Labels	Count of Field1
Bright Futures Now, Inc. Training and Resource Center Renovation	1
Organization Name: BRIGHT FUTURES NOW, INC.	1
Fiscal Year Period: 2022-2023	1
Grand Total	3

Risk Assessment Tool	
Grantee Name:	Bright Futures Now
Grant Program Name:	Resource and Training Center Renovations
Grant #:	
Grant Amount:	\$350,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A (select from drop down)	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	No	0	
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	No	0	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	N/A	0	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	Verified
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	Verified
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	No grants that required periodic reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	No grants that required periodic reporting

Available Total

14

Total Risk Score

8

LEGEND

High Risk	Less than	4
Medium High	Between	4-7
Medium Low	Between	8-11
Low Risk	Greater than	11

Notes	Verified that procurement and cost allowability policies adhere to Uniform Guidance.
Concerns	The organization has not recently received or managed a state or federal grant. Familiarity with federal procurement regulations is not established.
Recommendations	Recipient should provide all invoices and receipts along with monthly reimbursement requests. All procurements for services or construction over \$50,000 should be coordinated with City personnel.

Notice of Award

Beneficiary Name: Bright Futures Now, Inc.	Name of Federal Awarding Agency: Department of Treasury
Beneficiary's UEI ID: L128CMFXJBC8	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood Finance Director (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	Award Period of Performance: 5/1/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$350,000	Total Amount of Federal Funds obligated to the Beneficiary: \$350,000
Approved Budget Categories: EC 2.31 - Rehabilitation of Commercial Properties or Other Improvements	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the Beneficiary so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Award 2. Beneficiary Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Beneficiary Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the Beneficiary so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the Beneficiary in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the Beneficiary permit the City and auditors to have access to the Beneficiary's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the Award.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and Bright Futures Now, Inc., (hereinafter referred to as "Beneficiary") with administrative offices at 504 Virginia St. W, WV 25302 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in 501 Virginia St. E., West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated \$36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist the Beneficiary with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and the Beneficiary agree as follows:

Section 1: Compliance

- A. Beneficiary acknowledges that Fund payments made by the City to the Beneficiary are not considered to be grants but are “other financial assistance”. The Beneficiary agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Beneficiary further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Beneficiary Agreement, the Beneficiary shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by the Beneficiary under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Beneficiary must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.
- B. The Beneficiary shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) through December 31, 2024 (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Beneficiary, on an advance payment basis, up to a maximum of \$350,000 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Beneficiary.

Section 4: Duplication of Benefits

- A. The Beneficiary hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by the Beneficiary, any subrecipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is the Beneficiary’s responsibility and obligation to implement processes to ensure compliance with this

paragraph. The Beneficiary acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Beneficiary recovers costs incurred under this Agreement and reimbursed by the City from another source, the Beneficiary shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Beneficiary to the date repayment is made to the City by the Beneficiary.

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
- March 31, 2022, due April 5, 2022
 - June 30, 2022, due July 5, 2022
 - September 30, 2022, due October 5, 2022
 - December 31, 2022, due January 5, 2023
 - March 31, 2023, due April 5, 2023
 - June 30, 2023, due July 5, 2023
 - September 30, 2023, due October 5, 2023
 - December 31, 2023, due January 5, 2024
 - March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024
 - December 31, 2024, due January 5, 2025
 - March 31, 2025, due April 5, 2025
 - June 30, 2025, due July 5, 2025
 - September 30, 2025, due October 5, 2025
 - December 31, 2025, due January 5, 2026
 - March 31, 2026, due April 5, 2026
 - June 30, 2026, due July 5, 2026
 - September 30, 2026, due October 5, 2026
 - December 31, 2026, due January 5, 2027

The report shall appear on the Beneficiary's letterhead and outline progress of items to date.

- B. Final Report. Within twenty (20) days following the close of project implementation by the Beneficiary under this Agreement, the Beneficiary shall submit a "Final Project Report," in which the Beneficiary shall describe the status of the Beneficiary's implementation of all projects and/or activities undertaken under this Agreement.

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by the Beneficiary in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Beneficiary to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City

shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Beneficiary an opportunity to consult with the City regarding the reason(s) for termination.

- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Beneficiary after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 8: Contracting

- A. Contracting. In procuring goods and services under this Agreement, the Beneficiary shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Beneficiary may Contract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any Contract, the Beneficiary is ultimately responsible for all projects, programs, activities, and services undertaken by Contractors under this Agreement. The Beneficiary agrees to be responsible for the fulfillment of all work elements included in any Contract and agrees to be responsible for the payment of all monies due under any Contract. It is understood and agreed by the Beneficiary that the City shall not be liable to any Contractor for any expenses or liabilities incurred under the Contract and that the Beneficiary shall be solely liable to the Contractor for all expenses and liabilities incurred under the Contract.

For all procurements of \$50,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Beneficiary must submit any outstanding reports, including the Final Project Report, as well as any required reporting on awards.

On behalf of the Beneficiary, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds, and hereby certify my authority to execute this agreement on Beneficiary's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, the Bright Futures Now, Inc. will complete the renovations for the second floor of its Resource and Training Center to provide a safe, accessible location for instruction, training, outreach, and community work hub. Once renovations are completed, services provided will include Youth Programs (Bright Future, The King's Table and Let's Talk Youth Outreach for at-risk children), summer programs, an after-school program which will include life skills, classes on good citizenship, age-appropriate recreational activities, and a food program. Volunteers will be utilized from community groups, partners, other churches, college students, etc. These programs will operate Monday through Friday, with hours varying by activity. Additional services will include food distribution on a monthly basis for residents in the Kanawha County and beyond with sponsors: Humana, Midwest Food Bank, Mountaineer Food Bank, and assistance from community partners Greater Emmanuel Gospel Tabernacle.

The beneficiary projects that it will require a period of one year to fully implement the program and successfully complete all renovations.

The objectives to be tracked through performance reports include:

- Solicit necessary supplemental funds necessary to finance expansion of its resource and training center
- Complete renovation of Resource and Training Center within 1 year of receiving full funding

Exhibit B – Project Budget

CONSTRUCTION

Roofing- Five Star Commercial Roofing	\$	47,080.00
Light Fixtures	\$	10,000.00
2 HVAC UNITS Installation	\$	40,000.00
Upgrade FIRE SYSTEM FOR THE SECOND FLOOR	\$	40,000.00
INSTALL INDUSTRIAL KITCHEN	\$	60,000.00
REMODEL RESTROOMS and improve plumbing	\$	15,000.00
REMOVAL/ INSTALLING FLOORING	\$	30,000.00
ELECTRIC WIRING OF THE UPSTAIRS	\$	20,000.00
Security FENCING AROUND THE BUILDING	\$	20,000.00

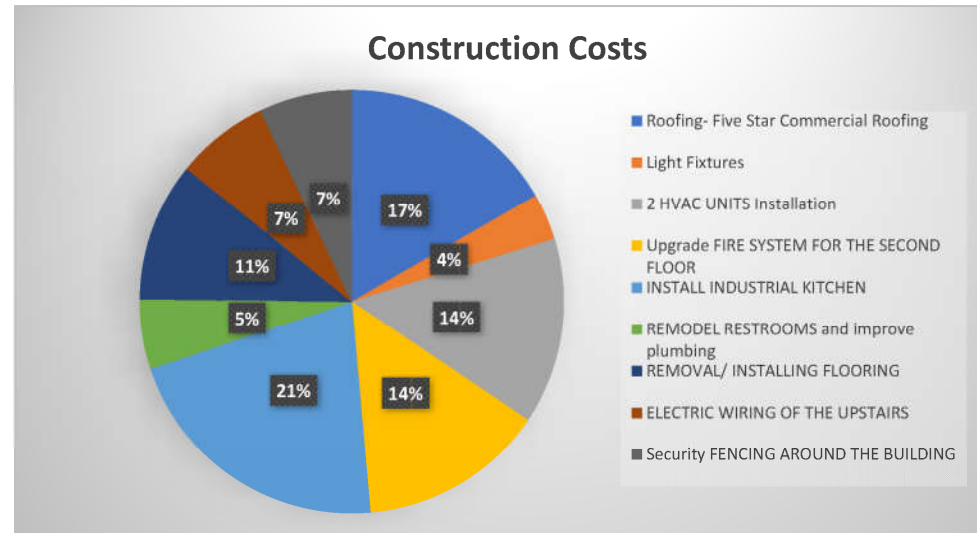
Subtotal \$ 287,080.00

FOOD DISTRIBUTION

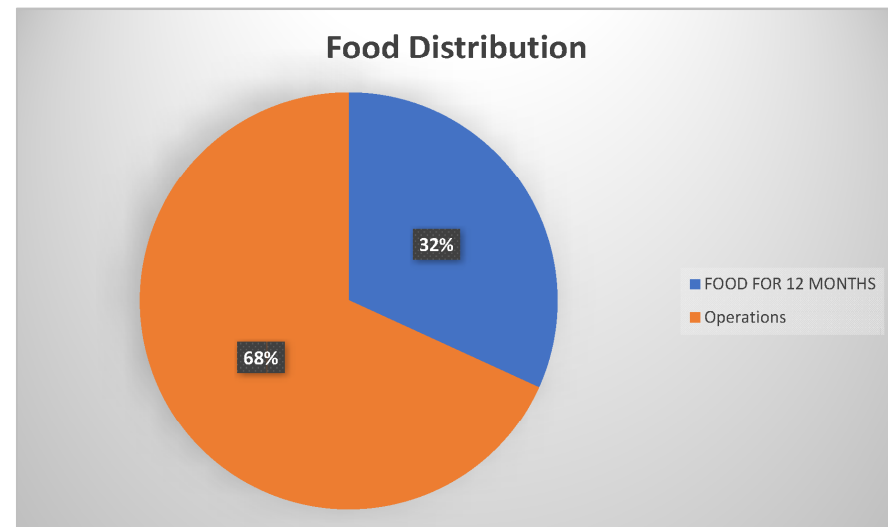
FOOD FOR 12 MONTHS	\$	20,000.00
Operations	\$	42,920.00

Subtotal \$ 62,920.00

TOTAL \$ 350,000.00



Subtotal Construction \$ 287,080.00



Subtotal Food Distribution \$62,920.00

1 **Bill No. 7957**

2 Passed by Council:

3 Introduced in Council

4 **May 2, 2022**

5 Introduced by:

Referred to:

6 **Larry Moore**

Planning, Streets and Traffic

7
8 **Bill No. 7957** - A Bill to repeal ordinance 7908, passed by Council on May 3, 2021,
9 which established a one-way street on 2nd Avenue from Florida Street to Bream Street
10 by prohibiting vehicular traffic from traveling in an easterly direction, and re-establishing
11 this portion of 2nd Avenue as a two-way street; and modifying existing and/or adding
12 necessary traffic control devices and amending the Traffic Control Map and Traffic
13 Control File, established by the code of the City of Charleston, West Virginia, two
14 thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4,
15 Chapter 114, to conform therewith.

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

17 Section 1. A Bill to repeal ordinance 7908, passed by Council on May 3, 2021, which
18 established a one-way street on 2nd Avenue from Florida Street to Bream Street by
19 prohibiting vehicular traffic from traveling in an easterly direction, and re-establishing
20 this portion of 2nd Avenue as a two-way street; and modifying existing and/or adding
21 necessary traffic control devices

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

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

Bill No. 7958

Introduced in Council:

May 2, 2022

Adopted by Council:

Introduced by:

Emmett Pepper and Brady Campbell

Referred to:

**Ordinance & Rules and
Finance**

Bill No. 7958 - A BILL to amend and reenact Sections 34-32, 34-33, 34-34, 34-35, 34-36, and 34-38 of the Municipal Code of the City of Charleston, as amended; and to amend said Code by adding thereto Sections 34-40, 34-41, 34-42, and 34-43, all relating to updating the consumer protection provisions of the Municipal Code; clarifying terms; authorizing employment through retainer agreements and unpaid volunteers; authorizing contractors for certain administrative purposes; providing the power to bring civil actions for consumer violations; authorizing the hiring of outside counsel when necessary; delineating certain prohibited acts; providing investigative authorities; and setting monetary penalties for violations; incorporating debt collection prohibitions from West Virginia Code and setting monetary penalties for such violations; creating biometric information protection and detailing requirements related to such information; authorizing a private right of action with certain liquidated damages and other penalties for violations; creating certain consumer protections related to home improvement work; setting fines for violation of the home improvement section; and creating a private right of action for any home improvement related violation.

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

That Sections 34-32, 34-33, 34-34, 34-35, 34-36, and 34-38 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted; and that said code be amended by adding thereto Sections 34-40, 34-41, 34-42, and 34-43, all to read as follows:

CHAPTER 34 – CONSUMER PROTECTION.

ARTICLE II. – CONSUMER PROTECTION DEPARTMENT.

Sec. 34-32. - City policy declared; purpose of article.

It is declared to be the public policy of the city and the purpose of this chapter is to protect and promote the public safety, health and welfare; to investigate and inquire into all matters related to consumer protection which concern this city or its inhabitants; and to prevent injury or annoyance to consumers from anything dangerous, offensive or unwholesome. The city declares that government advances the interest of consumers by facilitating the proper functioning of the free enterprise market economy through educating and informing the consumer to ensure rational consumer choice in the market

place marketplace and protecting the consumer from the sale of goods and services through the use of deceptive methods, acts or practices which are inimical to the general welfare of the consumer.

Sec. 34-33. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Consumer means any natural individual who seeks or acquires by purchase or lease any goods, services or money for credit for family, personal or household purposes. The term also means any individual who is subject to public solicitation of money, subscriptions or contributions for charitable, religious, educational or benevolent purposes.

Department means the department of consumer protection.

Director means the director of the department of consumer protection.

Sec. 34-34. - Director and department personnel.

The director shall be appointed by the mayor to serve at the will and pleasure of the mayor. Within the limits of funds available for such purpose, other necessary personnel may be employed. All such personnel shall perform their respective duties under the supervision and direction of the director. The director and all personnel may serve as city employees, by retainer agreement, and/or as unpaid volunteers; with the consent of the mayor or a designee.

Sec. 34-35. - Administration of article.

The director shall administer and enforce the provisions of this article. Every power granted or duty imposed upon the director under this article may be exercised and performed in the name of the director by any employee or contractor of the department, subject to such conditions and limitations as the director may prescribe.

Sec. 34-36. - Powers and duties of director.

The director shall have the following powers and it shall be his duty to:

(1) Recommend and propose the enactment of such ordinances as are necessary to protect and promote the interests of consumers.

(2) Assist, advise and cooperate with federal, state and local agencies and officials to protect and promote the interests of consumers.

(3) Study, investigate, conduct, research and analyze matters affecting the interests of consumers.

(4) Propose and assist in the creation and development of consumer education

82 programs.

83 (5) Promote ethical standards of conduct for businesses and consumers, and
84 undertake activities to encourage public responsibility in the production, promotion, sale
85 and lease of consumer goods and services.

86 (6) Advise the mayor and city council on all matters affecting the interests of
87 consumers.

88 (7) Authorize, regulate, restrict and control public begging or soliciting of money,
89 subscriptions or contributions for any charitable, religious, educational or benevolent
90 purpose.

91 (8) Issue placards or notices for the use of all persons in giving notice to the
92 public that no contributions are made for the purposes of chapter 26 except to solicitors
93 authorized by the director.

94 (9) Bring a civil action in any state or federal court with jurisdiction, represented
95 by attorneys from the Office of the City Attorney, or by hiring outside counsel, on behalf
96 of the citizens of the City of Charleston for violations of this Chapter, violations of
97 Chapter 46A of the West Virginia Code, violations of Chapter 41 of Title 15 and Chapter
98 5 of Title 47 of the U.S. Code, and any other comparable consumer statute.

99 (9) (10) Exercise and perform such other functions, powers and duties as may be
100 deemed appropriate to protect and promote the interests of consumers as directed by
101 the mayor or the city council.

102 **Sec. 34-38. - Notice of complaint; referrals; patterns of complaint.**

103
104
105 (a) Upon receipt of any complaint in writing pursuant to section 34-37, the
106 director shall investigate the complaint; and if it is found to be valid, he may notify the
107 person against whom the complaint is made of the nature of the complaint and may
108 request appropriate relief for the consumer.

109 (b) If the director receives a complaint or receives information from any source
110 indicating a probable violation of any law or rule or order of any regulatory agency of the
111 federal, state, county or city government, or if a pattern of complaints from consumers
112 develops, the director shall may transmit any complaints he considers to be valid to any
113 appropriate law enforcement or regulatory agency and any evidence or information he
114 may have concerning such probable violation or pattern of complaints. If the City
115 Attorney or director determines that outside counsel is necessary to protect the interests
116 of residents of the City of Charleston, the director may hire such counsel on behalf of
117 the residents of the City.

118 **Sec. 34-40. Prohibited acts – Consumer fraud, unfair competition, or deceptive** 119 **practices – Duty to enforce**

120
121
122 (a) No person shall engage in any consumer fraud, unfair method of competition,
123 or deceptive practice while conducting any trade or business in the city. Any conduct
124 constituting an unlawful practice under the West Virginia Consumer Credit and
125 Protection Act, as now or hereafter amended, or constituting a violation of any Section
126 of this Code, or any section of this Code relating to business operations or consumer
127 protection, shall be a violation of this section. In construing this section, consideration

shall be given to court interpretations relating to the West Virginia Consumer Credit and Protection Act, as amended. In construing this section, consideration shall also be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.A., Section 45. Nothing in this section shall be construed as permitting the regulation of any business to the extent that such regulation is not permitted under the statutory or home rule powers of the city.

(b) No person shall sell for profit any personal data, including biometric data, of a resident within the city of Charleston without the consent of the resident.

(c) If, after completing an investigation pursuant to this section, the director determines that a person has engaged in, is engaging in, or is about to engage in a practice prohibited by this section, the director may:

(1) order such person to discontinue the prohibited practice;

(2) order such person to pay restitution to persons aggrieved by the practice;

(3) request that the city collector take action under Section 18-59 of this Code to revoke or suspend such person's license;

(4) request the City Attorney to hire outside counsel or bring an action for injunctive relief or such other equitable relief that the director deems to be appropriate.

(d) Except as otherwise provided in this chapter, and in addition to any other penalty provided by law, any person who violates any of the requirements of this section shall be subject to a fine of not less than \$5000.00 nor more than \$10,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

Sec. 34-41 – Debt Collectors

(a) Definitions. As used in this section:

Consumer debt means money, property, or their equivalent, due or owing, or alleged to be due or owing, from a debtor by reason of a consumer transaction.

Debt collection means any act or practice in connection with the collection of consumer debt.

Debt collector means any person who in the ordinary course of business, on behalf of himself or others, regularly engages in consumer debt collection. A "debt collector" does not include any person exempt from registration of a debt collector pursuant to W. Va. Code § 46A-1-101, et seq., West Virginia Collection Agency Act, W. Va. Code § 47-16-1, et seq.

Debtor means any natural person who resides in the city and from whom a debt collector seeks to collect consumer debt.

(b) Legal duties. All those engaged in the business of a debt collector shall comply with all applicable state and federal laws and regulations regulating the collection of consumer debt, including, but not limited to, W. Va. Code § 46A-1-101, et seq. and West Virginia Collection Agency Act, W. Va. Code § 47-16-1, et seq.

(c) Regulations. The director shall have the authority to promulgate rules and regulations necessary to implement this section.

(d) Violation – Penalty. In addition to any other penalty provided, any person who violates this section or any rule or regulation promulgated hereunder shall be fined not less than \$250.00 nor more than \$2,500.00 for the first offense and not less than

\$5000.00 nor more than \$10,000.00 for a second or any subsequent offense during any 12-month period. Each day that a violation continues shall constitute a separate and distinct offense.

Sec. 34-42. Biometric Information Protection

(a) Definitions. As used in this section:

Biometric identifier means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. Biometric identifiers do not include writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color. Biometric identifiers do not include donated organs, tissues, or parts, or blood or serum stored on behalf of recipients or potential recipients of living or cadaveric transplants and obtained or stored by a federally designated organ procurement agency. Biometric identifiers do not include information captured from a patient in a health care setting or information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996. Biometric identifiers do not include an X-ray, roentgen process, computed tomography, MRI, PET scan, mammography, or other image or film of the human anatomy used to diagnose, prognose, or treat an illness or other medical condition or to further validate scientific testing or screening.

Biometric information means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.

Confidential and sensitive information means personal information that can be used to uniquely identify an individual or an individual's account or property. Examples of confidential and sensitive information include, but are not limited to, a genetic marker, genetic testing information, a unique identifier number to locate an account or property, an account number, a PIN number, a pass code, a driver's license number, or a social security number.

Private entity means any individual, partnership, corporation, limited liability company, association, or other group, however organized. A private entity does not include a State or local government agency. A private entity does not include any court of Charleston, a clerk of the court, or a judge thereof.

Written release means informed written consent or, in the context of employment, a release executed by an employee as a condition of employment.

(b) Retention; Collection; Disclosure: Destruction

(1) A private entity in possession of biometric identifiers or biometric information must develop a written policy, made available to the public, establishing a retention schedule and guidelines for permanently destroying biometric identifiers and biometric information when the initial purpose for collection or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with the private entity in possession of biometric identifiers or biometric information must comply with its established retention schedule and destruction guidelines.

(2) No private entity may collect, capture, purchase, receive through trade, or

otherwise obtain a person's or a customer's biometric identifier or biometric information, unless it first:

(A) informs the subject or the subject's legally authorized representative in writing that a biometric identifier or biometric information is being collected or stored;

(B) informs the subject or the subject's legally authorized representative in writing of the specific purpose and length of term for which a biometric identifier or biometric information is being collected, stored, and used; and

(C) receives a written release executed by the subject of the biometric identifier or biometric information or the subject's legally authorized representative.

(3) No private entity in possession of a biometric identifier or biometric information may sell, lease, trade, or otherwise profit from a person's or a customer's biometric identifier or biometric information.

(4) No private entity in possession of a biometric identifier or biometric information may disclose, redisclose, or otherwise disseminate a person's or a customer's biometric identifier or biometric information unless:

(A) the subject of the biometric identifier or biometric information or the subject's legally authorized representative consents to the disclosure or redisclosure;

(B) the disclosure or redisclosure completes a financial transaction requested or authorized by the subject of the biometric identifier or the biometric information or the subject's legally authorized representative;

(C) the disclosure or redisclosure is required by State or federal law or municipal ordinance; or

(D) the disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

(5) A private entity in possession of a biometric identifier or biometric information shall:

(A) store, transmit, and protect from disclosure all biometric identifiers and biometric information using the reasonable standard of care within the private entity's industry; and

(B) store, transmit, and protect from disclosure all biometric identifiers and biometric information in a manner that is the same as or more protective than the manner in which the private entity stores, transmits, and protects other confidential and sensitive information.

(c) Right of Action. Any person aggrieved by a violation of this Section shall have a right of action. A prevailing party may recover for each violation:

(1) against a private entity that negligently violates a provision of this Section, liquidated damages of \$5,000.00 or actual damages, whichever is greater;

(2) against a private entity that intentionally or recklessly violates a provision of this Section, liquidated damages of \$7,5000.00 or actual damages, whichever is greater;

(3) reasonable attorneys' fees and costs; and

(4) other relief, including an injunction, as deemed appropriate.

(d) Construction.

(1) Nothing in this Section shall be construed to impact the admission or discovery of biometric identifiers and biometric information in any action of any kind in any court or before any tribunal, board, agency, or person.

(2) Nothing in this Section shall be construed to conflict with the X-ray Retention Act, the federal Health Insurance Portability and Accountability Act of 1996 and the rules promulgated under this Section.

(3) Nothing in this Section shall be deemed to apply in any manner to a financial institution or an affiliate of a financial institution that is subject to Title V of the federal Gramm-Leach-Bliley Act of 1999 and the rules promulgated thereunder.

(4) Nothing in this Section shall be construed to apply to a contractor, subcontractor, or agent of a State agency or local unit of government when working for that State agency or local unit of government.

Sec. 34-43. Home Improvement.

(a) Definitions. As used in this section:

Home improvement means fixing, replacing, altering, converting, modernizing, improving or making an addition to any real property primarily designed or used as a residence. The term "home improvement" includes the construction, installation, replacement or improvement of driveways, swimming pools, porches, kitchens, bathrooms, basements, chimneys, chimney liners, garages, fences, fallout shelters, central air conditioning, central heating, boilers, furnaces, hot water heaters, electrical wiring, sewers, plumbing fixtures, storm doors, storm windows, roofs, awnings, and other improvement to structures within a residence or upon the land adjacent thereto. The term "home improvement" does not include (i) the sale, installation, cleaning or repair of carpets; (ii) television repair; or (iii) landscaping.

Residence means any building or portion of a building used or intended to be used as a dwelling unit. The provisions of this section shall not apply to original construction of a residence.

(b) Exemptions. The requirements of this section shall not apply to persons who perform home repairs to their own property.

(c) Prohibited acts. It shall be unlawful to engage in the business of home improvement to:

(1) demand a waiver of any customer's rights as a precondition to acceptance of home improvement work;

(2) knowingly charge for any service which was not actually performed in making a home improvement, or knowingly misinform a customer about what is wrong with an item that is subject to improvement, or fraudulently substitute parts when such substitution has not relation to the improvement of an item or service on an item;

(3) make improvements or charge for improvements before obtaining a signed work order or providing an estimate for such improvements;

(4) fail to disclose, prior to preparing any estimate, any service charge or minimum charge that will apply in connection with the preparation of such estimate;

(5) knowingly allow any other person to use the licensee's name or license identification on a building permit application if such licensee will not be performing the work which the permit application states the licensee will perform unless the permit application has been amended to:

(A) remove the licensee's name or license identification; and

(B) insert the name of the licensee who will perform the work.

312 Any person who violates any provision of this paragraph shall be subject to a fine
313 of \$1,000.00 for the first offense, a fine of \$1,500.00 and a 90-day license suspension
314 for the second offense; and a fine of \$2,000.00 and license revocation for the third and
315 any subsequent offense.

316 (d) Penalty. Except as otherwise provided in this section, and in addition to any
317 other penalty provided by law, any person who violates any provision of this section or
318 any rule or regulation promulgated thereunder shall be fined not less than \$500.00 nor
319 more than \$5,000.00 for each offense. Each day that a violation continues shall
320 constitutes a separate and distinct offense.

321 (e) Private right of action. Any person aggrieved by any violation of this section or
322 any rule or regulation promulgated thereunder may bring an action in an appropriate
323 court against any person subject to this section, for injunction against the violation or for
324 such other or additional relief as may be appropriate to deter, prevent or compensate for
325 the violation.