

CHARLESTON CITY COUNCIL

Regular Meeting

May 16, 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 5-16-2022

PROCLAMATIONS

1. 5-16-2022

COMMUNICATIONS

1. 5-16-2022

PUBLIC HEARINGS

1. For Resolutions No. 648-22 & 649-22 - Authorizing the Mayor or City Manager to execute a lease with Carlisle Development Company LLC to allow for a concrete slab on grade and a pad-mounted glycol chiller in an alley adjacent to Brawley Walkway AND to execute a lease with Heavenly Hops, LLC to allow for an outdoor dining area along Brawley Walkway and Summers Street.

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 648-22 - Authorizing the Mayor or City Manager to execute a lease with Carlisle Development Company LLC to allow for a concrete slab and a pad-mounted chiller in an alley adjacent to Brawley Walkway.
2. Resolution No. 649-22 - Authorizing the Mayor or City Manager to execute a lease with Heavenly Hops, LLC to allow for an outdoor dining area along Brawley Walkway and Summers Street.
3. Resolution No. 650-22 - Approving the renewal of that certain lease between the City of Charleston and the YWCA of Charleston relating to the use of the building and property located 1418 Washington Street, East, as a shelter facility for unhoused women and families.
4. Resolution No. 651-22 - That the Mayor or City Manager is authorized to enter into an 18-month lease with West Virginia Health Right, Inc., to occupy all of that certain parcel of land roughly bounded by Morris Street, McDonald Street, Brooks Street, and the railroad tracks in Charleston.
5. Resolution No. 652-22 - Authorizing the Mayor or City Manager to enter into a contract with HDR Engineering, Inc. to perform engineering design and construction management services relating to a project to modify lane configurations and pedestrian crossings at the intersections of Virginia Street, Delaware Avenue, and Central Avenue—known as “Five Corners.”
6. Resolution No. 653-22 - Authorizing the Mayor or City Manager to enter into a memorandum of understanding with the City Center Business Improvement District to establish a new City position known as the Business Improvement District Ambassador and providing for cost reimbursement to the City from the CCBID’s special revenue fund.
7. Resolution No. 655-22 – Authorizing the Mayor or City Manager to enter into a contract with Dell Technologies for the purchase of various equipment and hardware to replace existing City computer serves as part of a scheduled capital replacement.
8. Resolution No. 656-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to The Salvation Army.
9. Resolution No. 657-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Kanawha County Public Library.
10. Resolution No. 658-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Capitol Market.
11. Resolution No. 569-22 - That \$485,000 within the “Grant Matching” account line within the American Rescue Plan Act Fund No. 073 is allocated to be used as matching funds relating to the United States Army Corps of Engineer’s Section 14 Emergency Streambank and Shoreline Protection continuing authority program, which includes Energy & Water Investigations funding.

REPORTS OF OFFICERS

1. 5-16-2022

NEW BILLS

1. 5-16-2022

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE AGENDA WAS AMENDED ON 5-16-2022

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



AFFIDAVIT City of Charleston



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

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Jessica M Carl, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1230 Park Ave., Charleston, WV 25302

Telephone Number: 304-610-4726

and that on the 8th day of April, 2021/2022 at approximately 7:10 am/pm
in the City of Charleston, West Virginia, he/she sustained

a flat tire on Edgewood Dr. near Upper Edgewood
and Stonewall Dr.

Nature Of Injury And/Or Damage

As A Result Of:

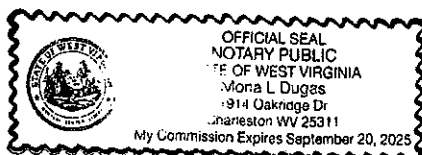
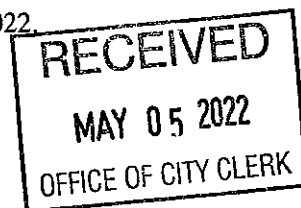
a chunk of deteriorated curb was laying
on the road and I hit it as I was
heading to Edgewood Elementary.

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

Jessica M Carl
Signature of Claimant

Taken, subscribed and sworn to before me this 27th day of April, 2022.
My commission expires 9/20/2025.

Mona L. Dugas
Notary Public



Resolution No. 648-22

Introduced in Council:

Adopted by Council:

May 16, 2022

Introduced by:

Referred to:

Mary Beth Hoover

Finance

1 Resolution No. 648-22 – Authorizing the Mayor or City Manager to execute a lease with Carlisle
2 Development Company LLC to allow for a concrete slab on grade and a pad-mounted glycol
3 chiller in an alley adjacent to Brawley Walkway according to the terms contained in the
4 attached exhibit.

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

7
8 The Mayor or City Manager is authorized to execute a lease with Carlisle Development
9 Company LLC to allow for a concrete slab on grade and a pad-mounted glycol chiller in an alley
10 adjacent to Brawley Walkway according to the terms contained in the attached exhibit.



CITY OF CHARLESTON **LEASE AGREEMENT**

This Lease Agreement (hereinafter “Agreement”) is made on this _____ day of _____, 2022, (the “Lease Date”) by and between the **CITY OF CHARLESTON** (hereinafter “Lessor”), and the **CARLISLE DEVELOPMENT COMPANY LLC** (hereinafter “Lessee”). The above parties may be referred to collectively as the “Parties”.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: LEASE OF PROPERTY

1.1 Lease; Possession and Use.

Lessor hereby leases the Property as described in subsection 1.2 to Lessee upon the terms and conditions set forth herein and as contained in any subsequent amendment or schedule. During the term of this Agreement, equitable title and possession to the property shall be in Lessee, subject to Lessor’s legal title and interest under the applicable Agreement, until such time as the Agreement expires or is terminated. Lessor warrants that during the term of this Agreement and so long as no event of default or event of termination has occurred thereunder, Lessor or anyone rightfully claiming an interest therein shall not interfere with Lessee's possession and use of said property leased herein. However, the Lessor and any third-party utility company authorized by the Lessor shall have the right of entry and the expressed permission to inspect the property contained herein. If warranted, the Lessor or third-party utility company with the permission of the Lessor shall be permitted to take action to preserve the value of the property referenced herein, repair any aspects as deemed necessary by the Lessor and/or manage any utilities currently located therein.

1.2 Property Description.

The property subject to this Agreement is as follows:

A portion of the City-owned alley located off Summers Street, Charleston, WV; Area approximately equal to 33 Square Feet adjacent to the property owned by the Lessee at 180 Summers Street. More particularly bound and demonstrated in Exhibit A attached hereto.

ARTICLE 2: TERM; USAGE

2.1 Term.

The term of this Agreement shall commence on the Lease Date set forth above and be sustained for a fifteen (15) year duration. This Agreement shall terminate fifteen years after the Lease Date to the day, unless sooner terminated pursuant to this Agreement.

2.2 Effect of Termination.

Upon termination of this Agreement as provided herein, all of Lessee's right, title and interest in and to the applicable property shall terminate. If Lessee has failed to restore the property to its pre-existing condition, excluding permitted changes, or otherwise comply with other obligations herein described, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the rental payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

2.3 Usage.

The Lessee is hereby permitted to use the property herein leased to place a concrete slab on grade and a pad-mounted glycol chiller to serve the production needs of the Fife Street Brewing Company. The Lessee shall be permitted to secure, preserve and maintain this area in accordance with this stated purpose. The Lessee is not permitted to place, build or otherwise maintain any structure, affixed or movable, upon the property without prior written consent by the Lessor.

ARTICLE 3: RENTAL PAYMENTS

3.1 Rental Payments.

Lessee hereby agrees to pay the Rental Payment amount contained herein within thirty (30) days of the Lease Date. The Rental Payment amount due shall be \$247.50, made via a one-time payment and paid in full. Lessee shall pay the Rental Payment with lawful money of the United States of America from moneys legally available therefor.

3.2 Prepayment.

Lessee shall have the option to prepay its obligations under this Agreement, in whole or in part at any time. If Lessee elects to prepay its obligations under this Agreement the Lessee accepts the risks of loss and the Lessor shall not be obligated

for a refund of any amount therein unless said loss is attributable to actions of the Lessor.

ARTICLE 4: REPRESENTATIONS; WARRANTIES; TAX PROVISIONS

4.1 Representations and Warranties.

Lessee shall be deemed to make the following representations and warranties to Lessor with respect to this Agreement Lease:

Lessee is a limited liability company in good standing with the City of Charleston, the State of West Virginia and the United States of America, in reference to outstanding debts, licensing and taxes. This Agreement has been duly executed and delivered by and constitute the valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms. The Lessee represents that will not violate any state or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee. Lessee represents that there is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement. Except as otherwise disclosed in writing by Lessee to Lessor, Lessee has not at any time during the past ten (10) years defaulted under, or terminated as a result of insufficient funds being appropriated, any lease, rental agreement, lease-purchase agreement, payment agreement, contract for purchase, loan or bond. Lessee's exact legal name is as set forth on the first page of this Agreement.

4.2 Tax Provisions.

The Lessee hereby acknowledges and accepts all responsibility for any tax due or becoming due pursuant to this agreement, including but not limited to County property for the property herein leased upon receiving proper notice from the taxing jurisdiction. The Lessee also agrees to maintain good standing with the Internal Revenue Service, State Tax Department and the City of Charleston's Office of the City Collector. Nevertheless, if the use, possession or acquisition of the property is determined to be subject to taxation or later becomes subject to taxation in any form, Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the property or any part thereof, during the lease Term, whether assessed against Lessee or Lessor.

ARTICLE 5: INSURANCE; DAMAGES; LIENS

5.1 Liability and Property Insurance.

Lessee shall, at its own expense, procure and maintain continuously in effect during the full lease Term: (a) general liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the property sufficient to protect Lessor and its successors and assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence, and (b) insurance against all risks of physical loss or damage to the property as Lessor may require (including all risk casualty and property insurance) in an amount equal to the greater of the full replacement cost of said property. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any material change in the coverage (including cancellation or non-renewal) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its successors and assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its successors and assigns as sole lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee.

5.2 Hold Harmless.

Lessee expressly accepts the responsibility for any damages, including but not limited to damage to the Lessor's property, Lessee's property and/or third-party property or persons, that may potentially result pursuant to this Agreement. Therefore, Lessee hereby releases, acquits, and forever discharges the Lessor and its predecessors, successors, affiliated companies and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, assigns, partners, departments, and sponsors (collectively, "the Releasees") for any and all claims, insurance claims, demands, allegations, suits, actions, causes of action and liability in any way relating to or arising from this Agreement between the Lessee and Lessor. Lessee expressly waives any right to make a claim related to this Agreement in any forum against the Lessor and its legal representatives, agents, employees, assigns, partners, departments, and sponsors. Lessee further acknowledges that it will hold harmless and indemnify the Releasees for any claims made by third parties against the Releasees that in any way relate to Lessee's decision to enter into this Agreement with the Lessor for the leasing of the property.

5.3 Liens.

Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or other claim with respect to the property herein leased, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary

duly to discharge or remove any such pledge, lien, charge, encumbrance or claim otherwise made if the same shall arise at any time. Lessee shall be responsible for all gas, water, steam, electric, heat, power, telephone, utility and other charges incurred in the maintenance, use, occupancy and upkeep of the property, as applicable.

ARTICLE 6: ASSIGNMENT; SUBLEASING

6.1 Assignment and Subleasing.

This Agreement may not be assigned, subleased, sold, transferred, or pledged by Lessee to any third-party without prior written consent by the parties.

ARTICLE 7: DEFAULT; TERMINATION; REMEDIES

7.1 Default.

The occurrence of any of the following events with respect to a Lease shall constitute an "Event of Default" under such Lease:

- a. Lessee's failure to pay the Rental Payment to Lessor under the Agreement within thirty (30) days following the due date thereof;
- b. Lessee's failure to maintain insurance as required by this Agreement;
- c. Lessee's failure to perform or abide by any condition, agreement or covenant with respect to this Agreement for a period of thirty (30) days after written notice by Lessor to Lessee identifying said failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;
- d. Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to the Agreement was untrue in any material respect on the date made; and/or
- e. The filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

7.2 Remedies on Default.

Upon the occurrence of an Event of Default with respect to this Agreement, Lessor shall have the right, at its option and upon written notice to Lessee, to exercise one or more of the following remedies with respect to such Lease:

- a. Lessor may terminate the Agreement, enter and repossess the property subject to the Agreement by giving Lessee ten (10) day written notice of such intent; and/or
- b. Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

7.3 Late Fee.

Lessor shall have the right to require a late payment charge for each Rental Payment or any other amount due hereunder which is not paid within 5 days of the date when due equal to \$10.00 per day accumulating until such payment is rendered.

7.4 No Exclusivity.

Each of the rights and remedies under this Agreement are cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

7.5 Costs.

Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable thereunder, enforcement costs and expenses, including but not limited to attorney fees, incurred by reason of such Event of Default or the exercise of Lessor's rights or remedies hereunder, whether incurred pre-judgment or post-judgment or prior to, during or after any proceeding. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee. The Late Fee provision shall be applied to these costs.

7.6 Termination.

Lessor shall have the right to terminate this Agreement at any time, with or without cause, so long as the Lessor provides ninety (90) days' notice to the Lessee of said termination. If this termination option is exercised by the Lessor, the Lessee shall be entitled to possession of the property for the ninety (90) days subsequent the notice. Once the property has been returned to its pre-existing condition, with any approved or agreed upon improvements contained thereof, the Lessor shall refund twenty-five (25%) of the amount paid in Rental Payments for the portion of the leased term of this Agreement precedent to termination, specifically from initiation of this Agreement to the point of termination.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 Notices.

All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address

specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

8.2 Severability.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

8.3 Entire Agreement and Amendments.

This Agreement contains the entire Agreement between the Parties and is not modified or changed by any oral promises or statements. The Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

8.4 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

8.5 Further Assurances and Corrective Instruments.

Lessor and Lessee 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 Agreement.

8.6 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Kanawha County, West Virginia. The Parties agree to participate in good-faith mediation to resolve any potential issues arising out of this Agreement and/or pertaining to the leased property herein described before initiating any judicial proceedings.

[Signatures appear on the following page.]

By the duly-authorized signatures below, the Lessor and Lessee hereby agree and accept the terms set forth in this Agreement and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement.

CITY OF CHARLESTON

**CARLISLE DEVELOPMENT
COMPANY, LLC**

[Lessor]

[Lessee]

Signature

Signature

Title

Title

Date

Date

Resolution No. 649-22

Introduced in Council:

Adopted by Council:

May 16, 2022

Introduced by:

Referred to:

Mary Beth Hoover

Finance

1 Resolution No. 649-22 – Authorizing the Mayor or City Manager to execute a lease with
2 Heavenly Hops, LLC to allow for an outdoor dining area along Brawley Walkway and Summers
3 Street according to the terms 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 Heavenly Hops, LLC to allow
8 for an outdoor dining area along Brawley Walkway and Summers Street according to the terms
9 contained in the attached exhibit.



CITY OF CHARLESTON **OUTDOOR DINING AREA LEASE AGREEMENT**

This Lease Agreement (hereinafter “Agreement”) is made on this _____ day of _____, 2022, by and between the **CITY OF CHARLESTON** (hereinafter “Lessor”), and **HEAVENLY HOPS, LLC** (hereinafter “Lessee”). The above parties may be referred to collectively as the “Parties”.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: LEASE OF PROPERTY

1.1 Lease; Possession and Use.

Lessor hereby leases the Property as described in subsection 1.2 to Lessee upon the terms and conditions set forth herein and as contained in any subsequent amendment or schedule. During the term of this Agreement, the Property shall remain a public right of way, but general possession to the property shall be in Lessee, subject to Lessor’s legal title and interest under this Agreement, until such time as the Agreement expires or is terminated.

1.2 Property Description.

The Property subject to this Agreement is as follows:

An outdoor dining area connected to 180 Summers Street, which is more particularly described as Kanawha County District 11, Map 8, Parcel 43, located at the corner of Brawley Walkway and Summers Street. The outdoor dining area extends from the southeastern corner of the building located at 180 Summers Street for 8 feet, 8 inches into Brawley Walkway, then runs in a westerly direction parallel to the side of the building toward Summers Street for 131 feet, 7¼ inches to a point 6 feet, 10 inches beyond the front façade of the building, then runs in a northerly direction parallel to the front of the building toward Lee Street for 27 feet, 5 inches, then runs easterly at an angle of approximately 99.7 degrees for approximately 6 feet, 11 1/8 inches to the solid metal panel on the front façade of the building. The total enclosed Property creating the outdoor dining area on the public right of way is approximately 1,272 square feet.

The Property is further depicted in the attached Exhibit A, which is incorporated herein and made a part hereof.

ARTICLE 2: TERM; USAGE

2.1 Term.

The term of this Agreement shall commence on the Lease Date set forth above and be sustained for a one year duration.

2.2 Effect of Termination.

Upon termination of this Agreement as provided herein, all of Lessee's right, title and interest in and to the applicable property shall terminate. If Lessee has failed to restore the property to its pre-existing condition, excluding permitted changes, or otherwise comply with other obligations herein described, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the rental payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

2.3 Usage.

The Lessee is hereby permitted to use the property herein leased for an outdoor dining area. The Lessee shall be permitted to secure, preserve and maintain this area in accordance with this stated purpose. The Lessee is not permitted to place, build or otherwise maintain any structure, affixed or movable, upon the property without prior written consent by the Lessor. The Lessee is required to maintain fencing or railing, subject to design approval of the Lessor as to the aesthetic components of such fencing or railing, around the leased area to otherwise designate the outdoor dining area. The Lessor acknowledges that it has approved the railing design attached hereto as Exhibit B and incorporated herein.

As stated herein, the leased Property shall remain a public right of way and the public, through the Lessor or its agent or assign, shall have a right to access the Property for any legitimate governmental reason, including but not limited to perform utility maintenance, building inspections, streetlight maintenance, or sidewalk maintenance. Lessee expressly acknowledges that it understands the Lessor may need to access the Property for a legitimate governmental reason at any time. Lessee agrees that it waives the ability to seek recovery for any loss for business disruption, lost revenue, or any other claims as a result of the Lessor's need to access the Property and actual access of the Property for any legitimate governmental reason.

ARTICLE 3: RENTAL PAYMENTS

3.1 Rental Payments.

Lessee hereby agrees to pay the annual Rental Payment amount contained herein within thirty (30) days of the effective date of this Agreement for the entire term of this Agreement. The Rental Payment amount due shall be \$1,000. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor. In the event that any Rental Payment is delinquent for a period of thirty (30) days or more, the Lessor may consider the Lessee in default under this Agreement and take actions in accordance with the Default section contained herein.

ARTICLE 4: REPRESENTATIONS; WARRANTIES; TAX PROVISIONS

4.1 Representations and Warranties.

Lessee shall be deemed to make the following representations and warranties to Lessor with respect to this Agreement Lease:

Lessee is in good standing with the City of Charleston, the State of West Virginia, and the United States of America, in reference to outstanding debts, licensing and taxes. This Agreement has been duly executed and delivered by and constitutes the valid and binding obligations of Lessee, enforceable against Lessee in accordance with its respective terms. The Lessee represents that it will not violate any state or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee.

4.2 Taxation.

Lessee shall pay all real and personal property taxes levied against Lessee's real and personal property and all business and occupation and other taxes and fees imposed on Tenant's operations. In the event the Lessor is ever assessed real property taxes or personal property taxes related to the Leased Property, Lessee agrees to pay said taxes on behalf of the Lessor.

ARTICLE 5: INSURANCE; HOLD HARMLESS

5.1 Liability and Property Insurance.

Lessee shall, at its own expense, procure and maintain continuously in effect during the full lease Term: (a) general liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the property sufficient to protect Lessor and its successors and assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence and \$2,000,000

aggregate, and (b) insurance against all risks of physical loss or damage to the property as Lessor may require (including all risk casualty and property insurance) in an amount equal to the greater of the full replacement cost of said property. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any material change in the coverage (including cancellation or non-renewal) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its successors and assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its successors and assigns as sole lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. For the avoidance of doubt, Lessee's insurance shall be the primary insurance on all claims related to the Property.

5.2 Hold Harmless.

The Lessee acknowledges all the risks, responsibilities and liabilities associated with maintaining an outdoor dining area. The Lessee agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, this lease and the maintaining and operation of an outdoor dining area, including the operation of outdoor heating elements and operation and maintenance of outdoor enclosures to the extent permitted by Lessor and gates attached thereto. Therefore, the Lessee hereby releases, acquits, and forever discharges the Lessor, the City and its predecessors, successors, affiliated companies and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, assigns, partners, departments, and sponsors (collectively, "the Releasees") for any and all claims, insurance claims, demands, allegations, suits, actions, causes of action and liability in any way, including attorney's fees, relating to or arising from the permitted outdoor dining area. the Lessee expressly waives any right to make a claim related to this Agreement in any forum against the City and its legal representatives, agents, employees, assigns, partners, departments, and sponsors.

ARTICLE 6: ASSIGNMENT; SUBLEASING

6.1 Assignment and Subleasing.

This Agreement may not be assigned, subleased, sold, transferred, or pledged by Lessee to any third-party without prior written consent by the parties.

ARTICLE 7: DEFAULT; TERMINATION; REMEDIES

7.1 Default.

The occurrence of any of the following events with respect to a Lease shall constitute an “Event of Default” under such Lease:

- a. Lessee's failure to pay any Rental Payment or other amount as required to be paid to Lessor under the Agreement within thirty (30) days following the due date thereof;
- b. Lessee's failure to maintain insurance as required by this Agreement;
- c. Lessee's failure to perform or abide by any condition, agreement or covenant with respect to this Agreement for a period of thirty (30) days after written notice by Lessor to Lessee identifying said failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;
- d. Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to the Agreement was untrue in any material respect on the date made; and/or
- e. The filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

7.2 Remedies on Default.

Upon the occurrence of an Event of Default with respect to this Agreement, Lessor shall have the right, at its option and upon written notice to Lessee, to exercise one or more of the following remedies with respect to such Lease:

- a. Lessor, with or without terminating the Lease, may declare all Rental Payments payable under the Lease to the end of the then-current year of Agreement to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;
- b. Lessor may terminate the Agreement, enter and repossess the property subject to the Agreement by giving Lessee ten (10) day written notice of such intent; and/or
- c. Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

7.3 Termination.

Lessor shall have the right to terminate this Agreement at any time, without or without cause, so long as the Lessor provides ninety (90) days' notice to the Lessee of said termination. If this termination option is exercised by the Lessor, the Lessee shall be entitled to possession of the property for the ninety (90) days subsequent the notice. The Lessee shall have the right to terminate this Agreement so long as the Lessee provides ten (10) days' notice; provided that the Lessee shall not be entitled to a prorated refund for the calendar year of the termination.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 Notices.

All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

8.2 Severability.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

8.3 Entire Agreement and Amendments.

This Agreement contains the entire Agreement between the Parties and is not modified or changed by any oral promises or statements. The Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

8.4 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

8.5 Further Assurances and Corrective Instruments.

Lessor and Lessee 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 Agreement.

8.6 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Kanawha

County, West Virginia. The Parties agree to participate in good-faith mediation to resolve any potential issues arising out of this Agreement and/or pertaining to the leased property herein described before initiating any judicial proceedings.

By the duly-authorized signatures below, the Lessor and Lessee hereby agree and accept the terms set forth in this Agreement and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement.

CITY OF CHARLESTON
[Lessor]

HEAVENLY HOPS, LLC
[Lessee]

Signature

Signature

Title

Title

Date

Date

Resolution No. 648-22

Introduced in Council:

Adopted by Council:

May 16, 2022

Introduced by:

Referred to:

Mary Beth Hoover

Finance

Resolution No. 648-22 – Authorizing the Mayor or City Manager to execute a lease with Carlisle Development Company LLC to allow for a concrete slab on grade and a pad-mounted glycol chiller in an alley adjacent to Brawley Walkway 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 Carlisle Development Company LLC to allow for a concrete slab on grade and a pad-mounted glycol chiller in an alley adjacent to Brawley Walkway according to the terms contained in the attached exhibit.



CITY OF CHARLESTON **LEASE AGREEMENT**

This Lease Agreement (hereinafter “Agreement”) is made on this _____ day of _____, 2022, (the “Lease Date”) by and between the **CITY OF CHARLESTON** (hereinafter “Lessor”), and the **CARLISLE DEVELOPMENT COMPANY LLC** (hereinafter “Lessee”). The above parties may be referred to collectively as the “Parties”.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: LEASE OF PROPERTY

1.1 Lease; Possession and Use.

Lessor hereby leases the Property as described in subsection 1.2 to Lessee upon the terms and conditions set forth herein and as contained in any subsequent amendment or schedule. During the term of this Agreement, equitable title and possession to the property shall be in Lessee, subject to Lessor’s legal title and interest under the applicable Agreement, until such time as the Agreement expires or is terminated. Lessor warrants that during the term of this Agreement and so long as no event of default or event of termination has occurred thereunder, Lessor or anyone rightfully claiming an interest therein shall not interfere with Lessee's possession and use of said property leased herein. However, the Lessor and any third-party utility company authorized by the Lessor shall have the right of entry and the expressed permission to inspect the property contained herein. If warranted, the Lessor or third-party utility company with the permission of the Lessor shall be permitted to take action to preserve the value of the property referenced herein, repair any aspects as deemed necessary by the Lessor and/or manage any utilities currently located therein.

1.2 Property Description.

The property subject to this Agreement is as follows:

A portion of the City-owned alley located off Summers Street, Charleston, WV; Area approximately equal to 33 Square Feet adjacent to the property owned by the Lessee at 180 Summers Street. More particularly bound and demonstrated in Exhibit A attached hereto.

ARTICLE 2: TERM; USAGE

2.1 Term.

The term of this Agreement shall commence on the Lease Date set forth above and be sustained for a fifteen (15) year duration. This Agreement shall terminate fifteen years after the Lease Date to the day, unless sooner terminated pursuant to this Agreement.

2.2 Effect of Termination.

Upon termination of this Agreement as provided herein, all of Lessee's right, title and interest in and to the applicable property shall terminate. If Lessee has failed to restore the property to its pre-existing condition, excluding permitted changes, or otherwise comply with other obligations herein described, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the rental payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

2.3 Usage.

The Lessee is hereby permitted to use the property herein leased to place a concrete slab on grade and a pad-mounted glycol chiller to serve the production needs of the Fife Street Brewing Company. The Lessee shall be permitted to secure, preserve and maintain this area in accordance with this stated purpose. The Lessee is not permitted to place, build or otherwise maintain any structure, affixed or movable, upon the property without prior written consent by the Lessor.

ARTICLE 3: RENTAL PAYMENTS

3.1 Rental Payments.

Lessee hereby agrees to pay the Rental Payment amount contained herein within thirty (30) days of the Lease Date. The Rental Payment amount due shall be \$247.50, made via a one-time payment and paid in full. Lessee shall pay the Rental Payment with lawful money of the United States of America from moneys legally available therefor.

3.2 Prepayment.

Lessee shall have the option to prepay its obligations under this Agreement, in whole or in part at any time. If Lessee elects to prepay its obligations under this Agreement the Lessee accepts the risks of loss and the Lessor shall not be obligated

for a refund of any amount therein unless said loss is attributable to actions of the Lessor.

ARTICLE 4: REPRESENTATIONS; WARRANTIES; TAX PROVISIONS

4.1 Representations and Warranties.

Lessee shall be deemed to make the following representations and warranties to Lessor with respect to this Agreement Lease:

Lessee is a limited liability company in good standing with the City of Charleston, the State of West Virginia and the United States of America, in reference to outstanding debts, licensing and taxes. This Agreement has been duly executed and delivered by and constitute the valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms. The Lessee represents that will not violate any state or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee. Lessee represents that there is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement. Except as otherwise disclosed in writing by Lessee to Lessor, Lessee has not at any time during the past ten (10) years defaulted under, or terminated as a result of insufficient funds being appropriated, any lease, rental agreement, lease-purchase agreement, payment agreement, contract for purchase, loan or bond. Lessee's exact legal name is as set forth on the first page of this Agreement.

4.2 Tax Provisions.

The Lessee hereby acknowledges and accepts all responsibility for any tax due or becoming due pursuant to this agreement, including but not limited to County property for the property herein leased upon receiving proper notice from the taxing jurisdiction. The Lessee also agrees to maintain good standing with the Internal Revenue Service, State Tax Department and the City of Charleston's Office of the City Collector. Nevertheless, if the use, possession or acquisition of the property is determined to be subject to taxation or later becomes subject to taxation in any form, Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the property or any part thereof, during the lease Term, whether assessed against Lessee or Lessor.

ARTICLE 5: INSURANCE; DAMAGES; LIENS

5.1 Liability and Property Insurance.

Lessee shall, at its own expense, procure and maintain continuously in effect during the full lease Term: (a) general liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the property sufficient to protect Lessor and its successors and assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence, and (b) insurance against all risks of physical loss or damage to the property as Lessor may require (including all risk casualty and property insurance) in an amount equal to the greater of the full replacement cost of said property. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any material change in the coverage (including cancellation or non-renewal) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its successors and assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its successors and assigns as sole lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee.

5.2 Hold Harmless.

Lessee expressly accepts the responsibility for any damages, including but not limited to damage to the Lessor's property, Lessee's property and/or third-party property or persons, that may potentially result pursuant to this Agreement. Therefore, Lessee hereby releases, acquits, and forever discharges the Lessor and its predecessors, successors, affiliated companies and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, assigns, partners, departments, and sponsors (collectively, "the Releasees") for any and all claims, insurance claims, demands, allegations, suits, actions, causes of action and liability in any way relating to or arising from this Agreement between the Lessee and Lessor. Lessee expressly waives any right to make a claim related to this Agreement in any forum against the Lessor and its legal representatives, agents, employees, assigns, partners, departments, and sponsors. Lessee further acknowledges that it will hold harmless and indemnify the Releasees for any claims made by third parties against the Releasees that in any way relate to Lessee's decision to enter into this Agreement with the Lessor for the leasing of the property.

5.3 Liens.

Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or other claim with respect to the property herein leased, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary

duly to discharge or remove any such pledge, lien, charge, encumbrance or claim otherwise made if the same shall arise at any time. Lessee shall be responsible for all gas, water, steam, electric, heat, power, telephone, utility and other charges incurred in the maintenance, use, occupancy and upkeep of the property, as applicable.

ARTICLE 6: ASSIGNMENT; SUBLEASING

6.1 Assignment and Subleasing.

This Agreement may not be assigned, subleased, sold, transferred, or pledged by Lessee to any third-party without prior written consent by the parties.

ARTICLE 7: DEFAULT; TERMINATION; REMEDIES

7.1 Default.

The occurrence of any of the following events with respect to a Lease shall constitute an “Event of Default” under such Lease:

- a. Lessee's failure to pay the Rental Payment to Lessor under the Agreement within thirty (30) days following the due date thereof;
- b. Lessee's failure to maintain insurance as required by this Agreement;
- c. Lessee's failure to perform or abide by any condition, agreement or covenant with respect to this Agreement for a period of thirty (30) days after written notice by Lessor to Lessee identifying said failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;
- d. Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to the Agreement was untrue in any material respect on the date made; and/or
- e. The filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

7.2 Remedies on Default.

Upon the occurrence of an Event of Default with respect to this Agreement, Lessor shall have the right, at its option and upon written notice to Lessee, to exercise one or more of the following remedies with respect to such Lease:

- a. Lessor may terminate the Agreement, enter and repossess the property subject to the Agreement by giving Lessee ten (10) day written notice of such intent; and/or
- b. Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

7.3 Late Fee.

Lessor shall have the right to require a late payment charge for each Rental Payment or any other amount due hereunder which is not paid within 5 days of the date when due equal to \$10.00 per day accumulating until such payment is rendered.

7.4 No Exclusivity.

Each of the rights and remedies under this Agreement are cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

7.5 Costs.

Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable thereunder, enforcement costs and expenses, including but not limited to attorney fees, incurred by reason of such Event of Default or the exercise of Lessor's rights or remedies hereunder, whether incurred pre-judgment or post-judgment or prior to, during or after any proceeding. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee. The Late Fee provision shall be applied to these costs.

7.6 Termination.

Lessor shall have the right to terminate this Agreement at any time, with or without cause, so long as the Lessor provides ninety (90) days' notice to the Lessee of said termination. If this termination option is exercised by the Lessor, the Lessee shall be entitled to possession of the property for the ninety (90) days subsequent the notice. Once the property has been returned to its pre-existing condition, with any approved or agreed upon improvements contained thereof, the Lessor shall refund twenty-five (25%) of the amount paid in Rental Payments for the portion of the leased term of this Agreement precedent to termination, specifically from initiation of this Agreement to the point of termination.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 Notices.

All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address

specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

8.2 Severability.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

8.3 Entire Agreement and Amendments.

This Agreement contains the entire Agreement between the Parties and is not modified or changed by any oral promises or statements. The Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

8.4 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

8.5 Further Assurances and Corrective Instruments.

Lessor and Lessee 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 Agreement.

8.6 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Kanawha County, West Virginia. The Parties agree to participate in good-faith mediation to resolve any potential issues arising out of this Agreement and/or pertaining to the leased property herein described before initiating any judicial proceedings.

[Signatures appear on the following page.]

By the duly-authorized signatures below, the Lessor and Lessee hereby agree and accept the terms set forth in this Agreement and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement.

CITY OF CHARLESTON

**CARLISLE DEVELOPMENT
COMPANY, LLC**

[Lessor]

[Lessee]

Signature

Signature

Title

Title

Date

Date



CITY OF CHARLESTON **OUTDOOR DINING AREA LEASE AGREEMENT**

This Lease Agreement (hereinafter “Agreement”) is made on this _____ day of _____, 2022, by and between the **CITY OF CHARLESTON** (hereinafter “Lessor”), and **HEAVENLY HOPS, LLC** (hereinafter “Lessee”). The above parties may be referred to collectively as the “Parties”.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: LEASE OF PROPERTY

1.1 Lease; Possession and Use.

Lessor hereby leases the Property as described in subsection 1.2 to Lessee upon the terms and conditions set forth herein and as contained in any subsequent amendment or schedule. During the term of this Agreement, the Property shall remain a public right of way, but general possession to the property shall be in Lessee, subject to Lessor’s legal title and interest under this Agreement, until such time as the Agreement expires or is terminated.

1.2 Property Description.

The Property subject to this Agreement is as follows:

An outdoor dining area connected to 180 Summers Street, which is more particularly described as Kanawha County District 11, Map 8, Parcel 43, located at the corner of Brawley Walkway and Summers Street. The outdoor dining area extends from the southeastern corner of the building located at 180 Summers Street for 8 feet, 8 inches into Brawley Walkway, then runs in a westerly direction parallel to the side of the building toward Summers Street for 131 feet, 7¼ inches to a point 6 feet, 10 inches beyond the front façade of the building, then runs in a northerly direction parallel to the front of the building toward Lee Street for 27 feet, 5 inches, then runs easterly at an angle of approximately 99.7 degrees for approximately 6 feet, 11 1/8 inches to the solid metal panel on the front façade of the building. The total enclosed Property creating the outdoor dining area on the public right of way is approximately 1,272 square feet.

The Property is further depicted in the attached Exhibit A, which is incorporated herein and made a part hereof.

ARTICLE 2: TERM; USAGE

2.1 Term.

The term of this Agreement shall commence on the Lease Date set forth above and be sustained for a one year duration.

2.2 Effect of Termination.

Upon termination of this Agreement as provided herein, all of Lessee's right, title and interest in and to the applicable property shall terminate. If Lessee has failed to restore the property to its pre-existing condition, excluding permitted changes, or otherwise comply with other obligations herein described, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the rental payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

2.3 Usage.

The Lessee is hereby permitted to use the property herein leased for an outdoor dining area. The Lessee shall be permitted to secure, preserve and maintain this area in accordance with this stated purpose. The Lessee is not permitted to place, build or otherwise maintain any structure, affixed or movable, upon the property without prior written consent by the Lessor. The Lessee is required to maintain fencing or railing, subject to design approval of the Lessor as to the aesthetic components of such fencing or railing, around the leased area to otherwise designate the outdoor dining area. The Lessor acknowledges that it has approved the railing design attached hereto as Exhibit B and incorporated herein.

As stated herein, the leased Property shall remain a public right of way and the public, through the Lessor or its agent or assign, shall have a right to access the Property for any legitimate governmental reason, including but not limited to perform utility maintenance, building inspections, streetlight maintenance, or sidewalk maintenance. Lessee expressly acknowledges that it understands the Lessor may need to access the Property for a legitimate governmental reason at any time. Lessee agrees that it waives the ability to seek recovery for any loss for business disruption, lost revenue, or any other claims as a result of the Lessor's need to access the Property and actual access of the Property for any legitimate governmental reason.

ARTICLE 3: RENTAL PAYMENTS

3.1 Rental Payments.

Lessee hereby agrees to pay the annual Rental Payment amount contained herein within thirty (30) days of the effective date of this Agreement for the entire term of this Agreement. The Rental Payment amount due shall be \$1,000. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor. In the event that any Rental Payment is delinquent for a period of thirty (30) days or more, the Lessor may consider the Lessee in default under this Agreement and take actions in accordance with the Default section contained herein.

ARTICLE 4: REPRESENTATIONS; WARRANTIES; TAX PROVISIONS

4.1 Representations and Warranties.

Lessee shall be deemed to make the following representations and warranties to Lessor with respect to this Agreement Lease:

Lessee is in good standing with the City of Charleston, the State of West Virginia, and the United States of America, in reference to outstanding debts, licensing and taxes. This Agreement has been duly executed and delivered by and constitutes the valid and binding obligations of Lessee, enforceable against Lessee in accordance with its respective terms. The Lessee represents that it will not violate any state or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee.

4.2 Taxation.

Lessee shall pay all real and personal property taxes levied against Lessee's real and personal property and all business and occupation and other taxes and fees imposed on Tenant's operations. In the event the Lessor is ever assessed real property taxes or personal property taxes related to the Leased Property, Lessee agrees to pay said taxes on behalf of the Lessor.

ARTICLE 5: INSURANCE; HOLD HARMLESS

5.1 Liability and Property Insurance.

Lessee shall, at its own expense, procure and maintain continuously in effect during the full lease Term: (a) general liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the property sufficient to protect Lessor and its successors and assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence and \$2,000,000

aggregate, and (b) insurance against all risks of physical loss or damage to the property as Lessor may require (including all risk casualty and property insurance) in an amount equal to the greater of the full replacement cost of said property. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any material change in the coverage (including cancellation or non-renewal) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its successors and assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its successors and assigns as sole lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. For the avoidance of doubt, Lessee's insurance shall be the primary insurance on all claims related to the Property.

5.2 Hold Harmless.

The Lessee acknowledges all the risks, responsibilities and liabilities associated with maintaining an outdoor dining area. The Lessee agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, this lease and the maintaining and operation of an outdoor dining area, including the operation of outdoor heating elements and operation and maintenance of outdoor enclosures to the extent permitted by Lessor and gates attached thereto. Therefore, the Lessee hereby releases, acquits, and forever discharges the Lessor, the City and its predecessors, successors, affiliated companies and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, assigns, partners, departments, and sponsors (collectively, "the Releasees") for any and all claims, insurance claims, demands, allegations, suits, actions, causes of action and liability in any way, including attorney's fees, relating to or arising from the permitted outdoor dining area. the Lessee expressly waives any right to make a claim related to this Agreement in any forum against the City and its legal representatives, agents, employees, assigns, partners, departments, and sponsors.

ARTICLE 6: ASSIGNMENT; SUBLEASING

6.1 Assignment and Subleasing.

This Agreement may not be assigned, subleased, sold, transferred, or pledged by Lessee to any third-party without prior written consent by the parties.

ARTICLE 7: DEFAULT; TERMINATION; REMEDIES

7.1 Default.

The occurrence of any of the following events with respect to a Lease shall constitute an “Event of Default” under such Lease:

- a. Lessee's failure to pay any Rental Payment or other amount as required to be paid to Lessor under the Agreement within thirty (30) days following the due date thereof;
- b. Lessee's failure to maintain insurance as required by this Agreement;
- c. Lessee's failure to perform or abide by any condition, agreement or covenant with respect to this Agreement for a period of thirty (30) days after written notice by Lessor to Lessee identifying said failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;
- d. Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to the Agreement was untrue in any material respect on the date made; and/or
- e. The filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

7.2 Remedies on Default.

Upon the occurrence of an Event of Default with respect to this Agreement, Lessor shall have the right, at its option and upon written notice to Lessee, to exercise one or more of the following remedies with respect to such Lease:

- a. Lessor, with or without terminating the Lease, may declare all Rental Payments payable under the Lease to the end of the then-current year of Agreement to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;
- b. Lessor may terminate the Agreement, enter and repossess the property subject to the Agreement by giving Lessee ten (10) day written notice of such intent; and/or
- c. Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

7.3 Termination.

Lessor shall have the right to terminate this Agreement at any time, without or without cause, so long as the Lessor provides ninety (90) days' notice to the Lessee of said termination. If this termination option is exercised by the Lessor, the Lessee shall be entitled to possession of the property for the ninety (90) days subsequent the notice. The Lessee shall have the right to terminate this Agreement so long as the Lessee provides ten (10) days' notice; provided that the Lessee shall not be entitled to a prorated refund for the calendar year of the termination.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 Notices.

All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

8.2 Severability.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

8.3 Entire Agreement and Amendments.

This Agreement contains the entire Agreement between the Parties and is not modified or changed by any oral promises or statements. The Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

8.4 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

8.5 Further Assurances and Corrective Instruments.

Lessor and Lessee 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 Agreement.

8.6 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Kanawha

County, West Virginia. The Parties agree to participate in good-faith mediation to resolve any potential issues arising out of this Agreement and/or pertaining to the leased property herein described before initiating any judicial proceedings.

By the duly-authorized signatures below, the Lessor and Lessee hereby agree and accept the terms set forth in this Agreement and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement.

CITY OF CHARLESTON
[Lessor]

HEAVENLY HOPS, LLC
[Lessee]

Signature

Signature

Title

Title

Date

Date

Resolution No. 649-22

Introduced in Council:

Adopted by Council:

May 16, 2022

Introduced by:

Referred to:

Mary Beth Hoover

Finance

1 Resolution No. 649-22 – Authorizing the Mayor or City Manager to execute a lease with
2 Heavenly Hops, LLC to allow for an outdoor dining area along Brawley Walkway and Summers
3 Street according to the terms 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 Heavenly Hops, LLC to allow
8 for an outdoor dining area along Brawley Walkway and Summers Street according to the terms
9 contained in the attached exhibit.

Resolution No. 650-22

Introduced in Council:

Adopted by Council:

May 16, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 650-22 – Approving the renewal of that certain lease between the City of Charleston and the YWCA of Charleston, West Virginia, Inc., dated September 19, 2017, relating to the use of the building and property located 1418 Washington Street, East, as a shelter facility for unhoused women and families.

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

That the renewal of that certain lease between the City of Charleston and YWCA of Charleston, West Virginia, Inc., dated September 19, 2017, relating to the use of the building and property located 1418 Washington Street, East, as a shelter facility for unhoused women and families is approved.

City of Charleston
and
Young Women's Christian Association of Charleston, West Virginia, Inc.

LEASE AGREEMENT

Sojourner's Shelter for Homeless Women & Families
1418 Washington Street East, Charleston, West Virginia

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LEASE AGREEMENT

This Lease Agreement (the "Lease"), dated as of the 19th day of September 2017, by and between the **CITY OF CHARLESTON**, a West Virginia municipal corporation (the "City") and the **YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF CHARLESTON, WEST VIRGINIA, INC.**, a West Virginia nonprofit corporation (the "Tenant");

RECITALS

WHEREAS, the City has power and authority to lease any of its property pursuant to Chapter 8, Article 12, Section 18 of the West Virginia Code of 1931, as amended;

WHEREAS, pursuant to Chapter 8 of the West Virginia Code of 1931, as amended, the City has power and authority to provide homeless services and lease its property to an independent entity for the purpose of operating a facility to provide homeless services in consideration for the provision of services for which the City otherwise would make direct expenditures;

WHEREAS, the City Council by Resolution has authorized this Lease Agreement after notice and a hearing;

WHEREAS, the Tenant has requested that the City lease to it the Premises (as defined in Article 6, Section A of this Lease Agreement) duly authorized by proper corporate action, and the Tenant is not prohibited under the terms of any outstanding deed of trust, mortgage, loan agreement or other instrument or evidence of indebtedness of whatever nature from entering into this Lease Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement and affirmatively so represents to Issuer;

WHEREAS, the Tenant operates Sojourner's Shelter (as defined in Article 6, Section A of this Lease Agreement) for homeless women and families and provides safe refuge to homeless single women, women with children, men with custody of their children and intact families offering comprehensive services to address short and long-term needs and promote self-sufficiency to eliminate homelessness through case management, crisis intervention, counseling, education, outreach, employment training, follow-up services and other support services with shelter services 24 hours a day, 365 days a year with an ultimate goal of ensuring that individuals achieve long-term self-sufficiency so that they will never be homeless again;

NOW THEREFORE, in consideration of the rents and mutual agreements set forth herein, City and Tenant hereby agree as follows:

ARTICLE 1. THE LEASE

A. Lease

City hereby lets, leases and demises unto Tenant, and Tenant hereby takes and hires from City, the Premises, as defined in Article 6, Section A herein.

B. Term

The term of this Lease Agreement shall be for a period of five (5) years (the "Initial Term"), commencing on the date as stated in the initial paragraph of this Lease Agreement, and expiring at midnight of its fifth anniversary (the "Expiration Date"). Tenant may request an extension of the term of this Lease for one (1) consecutive five (5) year period (the "Extension Term"), upon the same terms and conditions as contained in this Lease. To request the extension, Tenant shall give City written notice ("Tenant's Extension Request") at least ninety (90) days prior to the expiration date of the Initial Term. Tenant's Extension Request shall be effective to extend the Term of the Lease subject to approval of the Request by Resolution of the City Council and without any further documentation other than such approved Resolution. Passage of the Resolution and Tenant's Extension Request shall evidence intent by both parties to renew the Lease.

Any holding over by Tenant or retention of the Premises shall not be construed as renewing or extending this Lease Agreement in any manner whatsoever; but it may, at the option of City, be construed as creating a tenancy from month to month and on the same other provisions and conditions herein contained insofar as applicable, terminable by either party on thirty (30) days written notice. Tenant shall be subject to all the conditions of this Lease excepting the term.

If Tenant has met all its obligations under this lease and is not in breach, Tenant may, at Tenant's option, terminate this Lease prior to the expiration hereof if City defaults in the performance of any of City's covenants, conditions or obligations hereunder and such default by City continues unremedied for a period of ninety (90) days from and after the date on which Tenant has mailed to City a written notice of such default; *Notwithstanding*, Tenant agrees and understands Tenant shall remain liable for any amounts owed to third parties and secured by this Leasehold.

C. Consideration

In exchange for the leasehold interest granted by this Lease, Tenant covenants and agrees to provide to the City the following fair and adequate consideration:

Agreement to Provide Essential Services for City Residents/City Budget Reduction. Pursuant to Charleston City Code Section 3-13, Sojourner's Shelter provides social services within the City of Charleston that the City could provide. Tenant's covenants, enumerated in Article 3 of this Lease, to operate and manage the services and manage, maintain and insure the property significantly reduce the City's budgeted expenditures and resources in providing essential services for its homeless population during the term of this Lease.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to City that as of the date of execution of this Lease Agreement:

A. Premises As Is

Tenant hereby acknowledges that it or its agents have inspected the Premises, and Tenant hereby agrees to accept the Premises “AS IS, WHERE IS” in its present condition.

B. Corporate Authority

Tenant is a non-profit corporation organized and existing under the laws of the State of West Virginia; and Tenant has full legal right, power and authority to enter into this Lease Agreement and to carry out and consummate all transactions contemplated hereby; and by proper corporate action has duly authorized the execution, delivery and performance of this Lease Agreement.

C. Executor’s Authority

The officer of the Tenant executing this Lease Agreement is duly and properly in office and fully authorized to execute the same.

D. Delivery

This Lease Agreement has been duly authorized, executed and delivered by the Tenant.

E. Binding

This Lease Agreement will constitute the legal, valid and binding agreement of Tenant enforceable against Tenant in accordance with its terms; except as enforcement of such agreement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought.

F. No Conflict with Other Agreements

The execution and delivery of this Lease Agreement and the fulfillment of or compliance with its terms and conditions will not conflict with or constitute a violation or breach of or default under Tenant’s Articles of Incorporation, its Bylaws or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which Tenant is a party or by which any of it or its properties are otherwise subject or bound.

G. No Litigation or Default

There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental Issuer, pending, or to the knowledge of Tenant, after reasonable investigation, threatened, against or affecting Tenant or the assets, properties or operations of Tenant which, if determined adversely to Tenant or its interests, would have a

material adverse effect upon this Lease Agreement. Tenant is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental Issuer, which default might have consequences that would materially and adversely affect the consummation of this Lease Agreement. All tax returns (federal, state and local) required to be filed by or on behalf of Tenant have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Tenant, in good faith, have been paid or adequate reserves have been made for the payment thereof.

H. Compliance with Law

Tenant currently complies in all material respects, with all federal, state and local laws, regulations and ordinances relating to its business.

I. Charitable Organization

Tenant, (1) is an organization described in Section 501(c)(3) of the Code; (2) has received a letter or letters from the Internal Revenue Service to that effect; (3) such letter or letters have not been modified, limited or revoked; (4) is in compliance with all terms, conditions and limitations, if any, continued in such letters; (5) the facts and circumstances which form the basis of such letters continue substantially to exist as represented to the Internal Revenue Service; (6) is not aware of any facts or circumstances that could cause a revocation of such letters; and (7) is exempt from federal income taxes under Section 501(a) of the Code. To the extent consistent with its status as a non-profit entity described in Section 501(c)(3) of the Code, Tenant agrees that it will not take any action or omit to take any action, nor allow Tenant to take or omit any action if such action or omission would cause any revocation or adverse modification of such federal income tax status of Tenant.

ARTICLE 3. COVENANTS

A. Charity

Premises Shall Remain Charitable Facility. Tenant shall occupy and use the Premises only for the charitable purpose of operating a homeless shelter and providing other services for the homeless population of the City of Charleston, and other uses incidental thereto. Tenant's occupancy and use of the Premises shall be in compliance with all applicable laws, statutes, ordinances and rules.

Tenant Shall Remain Charity. Tenant will maintain its corporate existence and charitable status with the State of West Virginia and United States Internal Revenue Service. For purposes of this Lease Agreement, Tenant will not consolidate or merge with or sell or convey all or substantially all of its assets to another entity except as permitted by the City's prior written consent.

B. Prohibitions

Tenant shall not use or occupy the Premises or permit the same to be used or occupied for any purpose or in any manner that:

1. Is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule;
2. May be dangerous to persons or properties;
3. May create a nuisance, disturb any the occupants of neighboring properties or injure the reputation of the Premises;
4. Violates any restrictions, rules or regulations with respect to the Premises promulgated by City or imposed by any covenant or servitude of record;
5. May be deemed hazardous by City due to risk of fire or other event or due to the nature of materials used or stored in or upon the Premises;
6. May cause damage to any of the improvements upon the Premises, ordinary wear and tear excepted;
7. May invalidate any policy or policies of insurance now or hereinafter carried on the Premises by City or that may increase the rate of insurance thereon;

C. Liens; Encumbrances

Tenant shall not mortgage, assign offer as collateral or otherwise encumber its rights under this Lease Agreement without express, written consent from City for each and every assignment, sublease or encumbrance to each and every party. Consent by City for an encumbrance does not waive City's right to object to any and all subsequent assignments, subleases or encumbrances. City disclaims any claim by a third party to any right, title or interest not in accordance with this Lease Agreement.

D. Federal Laws and Regulations

Tenant hereby acknowledges that Federal funds may be used on the Premises, and Tenant hereby covenants and agrees to comply with all Federal laws and regulations applicable to the use and occupancy of the Premises, including, without limitation, such laws and regulations governing non-discrimination in the providing of services.

E. Alterations

1. *Prohibited.* Tenant shall not, without the prior written consent of City, make or cause to be made any alterations, improvements, additions or installations in or to the Premises. If City so consents in writing, all such alterations, improvements, additions or installations in and to the Premises shall become part of the Premises

at the time of their installation and shall remain in the Premises at the expiration or possession of the Premises without compensation or credit to Tenant. *Notwithstanding*, Tenant may remove trade fixtures used by Tenant in connection with Tenant's business provided that Tenant repairs any damage to the Premises arising from such removals; any such trade fixtures not so removed prior to the end of the Term of this Lease shall become the sole property of City and no accounting or reimbursement thereof will be made to Tenant or to Tenant's account. City shall be responsible for any alterations and improvements to only the roof and exterior of the Premises, but only as so long as such alteration or improvement is not necessitated in any way by Tenant's fault or negligence.

2. *Hold Harmless.* Tenant shall indemnify and save City harmless from any and all mechanics', materialmen's and laborers' liens associated with any such work performed on the Premises. Before the commencement of any such work, Tenant shall pay the amount of any increases in premiums on insurance policies for which this Lease provides because of policy endorsements necessary to cover the risk during the course of the work. In addition, if the estimated cost of work shall exceed Five Thousand Dollars (\$5,000.00), Tenant shall on its own or via its building contractor, without cost to City, furnish City, unless City waives the same in writing, a performance bond written by a surety acceptable to City in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of all liens, encumbrances and security interests according to plans and specifications approved in writing by City before the commencement of the work.

F. Maintenance of the Premises

Common Areas. City shall be responsible for maintenance of parking areas, sidewalks and steps, except that Tenant shall be responsible for snow and ice removal. Tenant shall be responsible for maintaining the landscaping on the Premises at Tenant's expense, including but not limited to cutting grass and shrubs.

Sojourner's Shelter. Responsibility for the maintenance and repair of Sojourner's Shelter is as follows:

City is responsible for repair of structural problems or capital improvements, except that the cost of performing any of such repairs caused by the negligence of Tenant, Tenant's employees, agents, servants, licensees, contractors or invitees or due to the failure of Tenant to perform Tenant's obligations under this Lease shall be paid by the Tenant except to the extent of insurance proceeds, if any, actually collected by City with regard to the damage necessitating such repairs. As approved by its City Manager, the City will repair electric receptacles, light fixtures, distribution panels, city-owned alarm systems, city-owned heating, ventilation and air conditioning (HVAC) equipment, plumbing fixtures and valves, exterior doors and windows, and surfaces (that is, brick, block and siding), roof, gutters, flashings, parking lots and driveways. Tenant agrees to notify City immediately of any repairs required to be made by City hereunder.

Tenant, at Tenant's expense, shall keep and maintain Sojourner's Shelter and fixtures in good order and repair, and in a clean, healthful, sanitary condition and repair and in accordance with all applicable legal, governmental and quasi-governmental requirements, ordinances and rules, including providing customary janitorial services in Sojourner's Shelter. Tenant must fix routine plumbing problems including without limitation clogged toilets and drains. Tenant must fix water and wastewater stoppages, misuse and breakage of any and all fixtures and plumbing equipment including traps and faucet replacement. Tenant must replace light bulbs, globes, lighting shields. Tenant must maintain in working order all tenant-owned alarm systems and tenant-owned HVAC equipment and replace all filters. Tenant must maintain interior walls and ceilings, is responsible for painting, floor coverings, stair treads, hand rails, interior doors and windows, and any repairs necessary to comply with city, state and fire marshal codes. Tenant is responsible for all appliances, including refrigerators, freezers, dishwashers, washers and dryers including without limitation removal of dryer lint.

Resolution of Ambiguity. In the event responsibility for resolution of a physical problem relating to the Real Estate or improvements thereon is ambiguous, Tenant shall be responsible.

G. Utilities

To the extent necessary, Tenant can and shall pay all utilities including without limitation water, wastewater, sewer, electricity, natural gas, fire service, incinerator, trash collection, cable television, telephone, and subscription security service, as well as any other utility or service used on or supplied to the Premises, including the cost of installation, maintenance or replacement thereof. Tenant shall make all arrangements directly with the companies servicing a building on the Premises for utilities and services in the Premises desired by Tenant. Tenant understands and is aware that all utilities and services shall be furnished to the Premises by third parties and Tenant covenants and agrees that City shall not be liable or responsible for any damage on account of the failure at any time of the third parties to supply such utilities and services due to strikes, lockouts, boycotts, labor disturbances, accidents, or any other cause beyond City's control, or by virtue of any direction, order or regulation of any Federal, State, County, City, or local authority. City agrees to fully cooperate with Tenant in securing and maintaining all utilities and services.

H. Insurance

Tenant covenants and agrees that (i) from and after the Commencement Date of this Lease, Tenant shall carry and maintain at Tenant's sole cost and expense insurance in the amounts and in the forms as specified in this Subsection 3(H), (ii) Tenant shall provide primary coverage for all such policies, and all such policies shall reflect that Tenant is responsible for all deductibles, and (iii) Tenant shall name the City of Charleston as an additional insured on all its policies for purposes of this Lease Agreement and the Insurance and Indemnity provisions herein.

Casualty Insurance. Tenant shall *not* be required to obtain casualty insurance on the Premises or improvements thereon, unless otherwise agreed in writing by City and Tenant.

Public Liability Insurance. Tenant shall keep in full force and effect public liability insurance in respect to the use and occupation of the Premises, naming both City and Tenant as insureds, in the amount of One Million Dollars (\$1,000,000.00) per person, One Million Dollars (\$1,000,000.00) per occurrence on account of personal injury to or death of one or more persons, and Five Hundred Dollars (\$500,000.00) on account of damage to property. To accommodate inflation and increases in costs, at the request of City, Tenant shall obtain increased amounts of public liability coverage based on amounts ordinarily obtained by organizations providing similar services.

Tenant's Personal Property. Tenant shall have in full force and effect all risk coverage for the full value of all of Tenant's equipment, trade fixtures, furnishings and all items of personal property which may be in or upon the Premises. City, its employees and agents, shall not be liable for loss of or damage to Tenant's equipment, trade fixtures, goods, furnishings and items of personal property placed in or upon the Premises from accidents, conditions, or casualty occurring in, on or about the Premises whether or not due to City's negligence.

City's Right to Approve Policies of Insurance. All policies of insurance referred to hereinabove shall be written in such form and by such insurance company or companies satisfactory to City. Tenant shall pay all of the premiums therefor and shall deliver such insurance policies or certificates thereof to City. Each insurer mentioned hereinabove shall agree, by endorsement on the policy or policies issued to Tenant, or by independent instrument furnished to City, that it will give City thirty (30) days' written notice before any policy or policies of insurance are altered or canceled. City shall not unreasonably withhold their approval as to the form of such insurance or the insurance company or companies selected by Tenant. The cost of insurance required to be carried by Tenant hereinabove shall be deemed to be an additional rental hereunder.

City's Right to Pay Premiums on Behalf of Tenant. In the event Tenant fails to either effect such insurance in the amounts herein called for, or to pay the policy premiums, or to deliver such policy or certificate thereof to City, City shall be entitled, but shall have not the obligation, to effect such insurance and pay the premiums therefor, which premiums shall be payable to City upon written demand to Tenant therefor. Each insurer mentioned hereinabove shall agree by endorsement on the policy or policies issued by it or by independent instrument furnished to City, that it will give City thirty (30) days written notice before the policy or policies in question shall be altered or cancelled.

I. Taxes

In the event the Premises incur taxes whether for real or personal property, Tenant shall pay all taxes on real property and personal property as the same become due and payable.

J. Assignment; Sublease

Tenant shall not assign this Lease Agreement in whole or in part without first obtaining the express written consent of City. Any such attempted assignment without express written consent shall be considered a breach of this Lease Agreement, but shall not relieve Tenant in any

way of Tenant's obligations hereunder. Pursuant to Article 5, Section H, recordation of this Lease Agreement or Memorandum of Lease in the records of the County Clerk shall serve as notice to any third party that any attempted assignment, sublease or encumbrance by Tenant without express written consent of City is void; this provision is controlling over any other provision in this Lease Agreement. For purposes of this Loan Agreement, Tenant shall not consolidate or merge with or sell or convey all or substantially all of its assets to another entity except as permitted by the City's prior written consent.

K. City's Right to Inspection

Tenant shall allow City or its employees, agents or representatives free access to the Premises and any improvements thereon during reasonable hours for the purpose of examining the same to ascertain if the same are in good repair and condition. Moreover, at City's sole will and discretion, City shall have access to the Premises to make repairs or alterations to the Premises; provided, that City does not unreasonably interfere with Tenant's use of the Premises. Such inspection, however, shall in no way oblige City to make any such repairs not their obligation under this Lease Agreement. City shall have the further right to show the Premises and any improvements thereon to prospective occupants during the period of ninety (90) days before the expiration of the term of this Lease.

L. Waiver of Claims and Indemnity

1. *Assumption of Risk.* Tenant hereby assumes all responsibility and legal liability for bodily injury to, loss of use or destruction of any property of Tenant or any third party, including, but not limited to agents, employees, guests, students, clients, licensees, invitees or customers of Tenant caused by or arising out of any defects in or conditions of the Premises or improvements on the Premises now existing or hereinafter existing, including, without limitation, all sidewalks, walkways or parking areas adjacent or appurtenant to the Premises. This paragraph is intended to encompass all defects to or conditions of the Premises or improvements on the Premises and adjacent ways including, but not limited to, those conditions caused by fire, water, explosion, wind, snow, ice or other casualty.
2. *Waiver and Indemnification.* Tenant will pay and will indemnify, defend and hold the City, including any person at any time serving as a director, officer, employee, agent or consultant of the City, harmless from and against all claims, liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), suits and judgments of any kind arising out of injury to or death of any person or damage to property in or upon the Premises or any violation of any law, ordinance or regulation affecting the Premises. To the full extent permitted by law, Tenant hereby releases and waives all claims against City and its employees and agents, for injury, death or damage to persons, property or business sustained for any reason in and about the Premises by Tenant, its agents, employees, guests, students, clients, licensees, invitees or customers, other than injury, death or damage caused by the gross negligence of City, its employees or agents. Tenant agrees to indemnify and hold harmless City, its employees and agents, from and

against any and all liabilities, claims, demands, costs and expenses of every kind and nature, including reasonable attorney's fees, arising from injury, death or damage of any person, property or business sustained for any reason in or about the Premises, provided, however, Tenant's obligations hereunder shall not apply to death, injury or damage resulting from the gross negligence of City, its employees or agents. If any such proceeding is brought against City, its employees or agents, Tenant covenants, if requested by City, to defend such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to City. No covenant or agreement contained in this Lease Agreement will be deemed to be the covenant or agreement of any board member, officer, attorney, agent or employee of the City or Tenant in an individual capacity. No recourse will be had for any payment or any claim against any officer, board member, agent, attorney or employee of the City or Tenant past, present, or future, or its successors or assigns, or any successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all liability of such board members, officers, agents, attorneys or employees being released as a condition of and as a consideration for the execution and delivery of this Lease Agreement. The indemnifications set forth herein shall survive the termination of the Lease Agreement.

M. Nondiscrimination

Tenant shall assure that that the Premises will be open to all, in accordance with federal laws and regulations, state laws and regulations, and Codes and Ordinances of the City.

N. Survey of Tenant's Improvements

Tenant shall not be required to have a licensed surveyor survey the Premises as a condition precedent to this Lease Agreement.

ARTICLE 4. EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

Each of the following events shall constitute and be referred to herein as an "Event of Default."

1. *Materially Incorrect Representation or Warranty.* If any material representation or warranty made by Tenant herein shall at any time prove to have been incorrect in any respect as of the time made.
2. *Failure to Perform Covenant.* If Tenant shall fail to observe or perform any other covenant, condition, agreement or provision in this Lease Agreement on its part to be observed or performed, or shall breach any warranty by Tenant herein contained, for a period of thirty (30) days after written notice, specifying such failure or breach and requesting that it be remedied, has been given to Tenant by the City; except that, if such failure or breach cannot be remedied within such

thirty-day period and if Tenant has taken all action reasonably possible to remedy such failure or breach within such thirty-day period, such failure or breach shall not become an Event of Default for so long as Tenant shall diligently proceed to remedy such failure or breach in accordance with and subject to any directions or limitations of time established by the City.

3. *Cessation of Services.* In the event Tenant should permanently cease to provide services to the public, the Lease shall automatically terminate and control and possession of the property shall revert to and vest in the city, and such nonprofit organization shall thereafter have no right, title, or interest therein or thereto.

B. Remedies on Event of Default

If an Event of Default shall occur, then, and in each and every such case during the continuance of such Event of Default, the City may take such action as it deems necessary or appropriate to enforce performance and observance of any obligation or agreement of Tenant hereunder or to protect the interests securing the same, and may, without limiting the generality of the foregoing:

1. Terminate this Lease without further notice to or demand upon Tenant, and City may, at its option, reenter and repossess the Premises with or without force, and re-rent the same for the whole or any part of the unexpired portion of the term of the Lease;
2. Exercise any or all rights and remedies given hereby or available hereunder or given by or available under any other instrument of any kind securing Tenant's performance hereunder;
3. Take other acts or steps as may be available at law or in equity to collect the payment required hereunder then due, whether on the stated due date or by declaration of acceleration or otherwise, for damages or for specific performance or otherwise to enforce performance and observance of any obligation, agreement or covenant of Tenant hereunder; and
4. Tenant shall remain personally liable for any amounts owed to third parties and secured by this Leasehold.

C. Discontinuance or Abandonment of Default Proceedings

If any proceeding taken by the City on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the City, then and in every case the City and Tenant shall be restored to their former position and rights hereunder, respectively, and all rights, remedies and powers of the City shall continue as though no such proceeding had taken place. The rights and limitations of the Parties to this Lease Agreement would be restored against each other, including any rights and limitations that had been assigned to third parties.

D. Remedies Cumulative; No Ongoing Waiver

No remedy conferred upon or reserved to the City hereby or now or hereafter existing at law or in equity or by statute, shall be exclusive but shall be cumulative with all others. Such remedies are not mutually exclusive and no election need be made among them, but any such remedy or any combination of such remedies may be pursued at the same time or from time to time so long as all amounts realized are properly applied and credited as provided herein. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient by the City. In the event of any waiver of a Event of Default hereunder, the parties shall be restored to their former positions and rights hereunder, but no such waiver shall extend to any other or subsequent Event of Default or impair any right arising as a result thereof.

E. Attorneys' Fees and Other Expenses

If, as a result of the occurrence of an Event of Default, the City employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of Tenant, Tenant will, on demand, reimburse the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

F. Notice of Default

Tenant agrees that, as soon as is practicable, and in any event within five (5) days, Tenant will furnish the City notice of any event which is an Event of Default pursuant to Section A of this Article which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Tenant proposes to take with respect thereto.

G. Mediation

If, within 30 days after written notice of termination by one party and before or after institution of legal proceedings, both parties have not succeeded in resolving all disputed issues between them, each party has the right to commence mediation at its cost by providing to the other party written notice of a request for mediation. The parties shall choose a mediator within 15 days after such request for mediation, and the mediation process shall be concluded no later than 30 days after the selection of the mediator. The parties agree that there is no right to arbitration under this Lease Agreement.

ARTICLE 5. MISCELLANEOUS

A. Personal Property Lien

City hereby reserves to City, a lien against all personal property and improvements brought upon the Real Estate (including without limitation Sojourner's Shelter) by Tenant to secure payments of all monetary sums which may become payable under this Lease Agreement

or incident thereto. If Tenant is in default hereunder, Tenant's personal property shall not be removed until such defaults are corrected.

B. Force Majeure

City shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease if City fails to timely perform the same due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, or fuel shortages, accidents, casualties, acts of law, acts of God, acts caused directly or indirectly by the other party to this Lease, or their agents, employees or invitees, or any other cause beyond the commercially reasonable control of the City.

C. Damage or Destruction of Premises

If the Premises shall be damaged or destroyed during the term of this Lease by fire or other insurable casualty, City may, at its option initiate repairs to restore the same to substantially the condition it was in upon commencement of the Initial Term of this Lease. City shall be entitled to collect and receive all insurance proceeds payable by reason of such damage or destruction to the Premises, excluding any personalty or removable fixtures of Tenant. If, however, the Premises should be damaged or destroyed by any cause so that City shall decide to demolish or to completely rebuild the Premises, City may, within sixty (60) days after such damage or destruction, give Tenant written notice of such decision and thereupon this Lease shall be deemed to have terminated as of the date of such damage or destruction and Tenant shall immediately quit and surrender the Premises to City.

D. Eminent Domain

In the event a taking of the Premises by eminent domain occur that renders the Premises unusable for Tenant, Tenant shall have the right within ten (10) days after receiving notice of the taking to terminate this Lease by written notice to City of Tenant's intention to terminate.

E. Successors

The terms, conditions, covenants and agreements herein contained shall extend to, inure to the benefit of and be binding upon the parties hereto and their respective personnel, representatives, successors and assigns.

F. No Brokerage Commission

City and Tenant mutually warrant with one another that no real estate brokers are entitled to a commission as a result of producing this Lease and that neither party employed or engaged a real estate broker or agent to effectuate this Lease.

G. Notice

All notices to be given hereunder by either party shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, to City and to Tenant at the addresses stated below:

CITY:

Director
Mayor's Office of Economic and Community Development
City of Charleston
P.O. Box 2749
Charleston, WV 26330

With a copy to:

City Attorney
City of Charleston
P.O. Box 2749
Charleston, WV 26330

With an optional facsimile copy to (304) 348-0770

TENANT:

Chief Executive Officer
Young Women's Christian Association of Charleston, West Virginia, Inc.
1426 Kanawha Boulevard
Charleston, WV 25301

With an optional facsimile copy to (304) 340-3614

H. Recordation of Lease Agreement; Memorandum of Lease

Either party may record this Lease Agreement or a Memorandum of Lease. The party requesting that the Lease or Memorandum of Lease be recorded shall prepare and pay all costs of preparation and recording.

ARTICLE 6. INTERPRETATION

A. Definitions

"Premises" means the Real Estate, Sojourner's Shelter improvements and all fixtures of Sojourner's Shelter.

"Sojourner's Shelter" means all the improvements existing as of September 10, 2017, on the Real Estate, that is, the seventy-five-bed, more or less, shelter for homeless women and families, and that also may provide safe refuge to homeless single women, women with children, men with custody of their children and intact families .

“Real Estate” means the real estate more particularly described in APPENDIX A – REAL ESTATE DESCRIPTION of this Lease Agreement.

B. Governing Law

This Lease Agreement shall be governed by and construed according to the laws of the State of West Virginia applicable to contracts made and performed within such State.

C. Construction

1. General

Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

2. Captions

Headings of articles and sections herein and any table of contents are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

3. Time of the Essence; Non-Business Days

Time shall be of the essence of this Lease Agreement and the performance of all obligations hereunder. When any action is provided for herein to be done on a day named or within a specified time period, and the day or the last day of the period falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day with the same effect as though performed on the appointed day or within the specified period.

4. Severability

If any covenant, agreement or provision, or any portion thereof contained in this Lease Agreement, where the application thereof to any Person or circumstance is held to be unconstitutional, invalid or unenforceable, it shall be limited only to the extent required to hold it constitutional, valid or enforceable, and the remainder of this Lease Agreement and the application of such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Lease Agreement shall remain valid and enforceable.

5. Counterparts

This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

6. *Entire Agreement*

This Lease Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and is not subject to modification, amendment, qualification or limitation except as expressly provided herein.

7. *Amendments and Supplements*

This Lease Agreement may be amended, changed or modified only by the written agreement of the parties.

8. *Binding Effect on Successors and Assigns*

This instrument shall inure to the benefit of and shall be binding upon the City and Tenant and their respective successors and assigns, subject to the limitations contained herein.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, City and Tenant have caused this Lease Agreement to be executed as of the date and year first written above.

CITY OF CHARLESTON

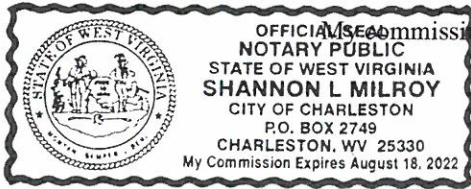
By: [Signature]
DAVID MOLGAARD
Its City Manager

YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF CHARLESTON, WEST VIRGINIA, INC.

By: [Signature]
Print Name: Debby Weinstein
Its: Chief Executive Officer -YWCA

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

The foregoing instrument was acknowledged before me this 19th day of September, 2017, by DAVID MOLGAARD, the City Manager of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of the municipal corporation.



[NOTARIAL SEAL]

My commission expires: August 18, 2022
[Signature]
Notary Public

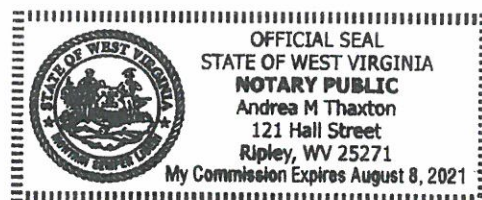
STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 2 day of October, 2017, by Debby Weinstein, the CEO of YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF CHARLESTON, WEST VIRGINIA, INC., a West Virginia nonprofit corporation, for and on behalf of the corporation.

My commission expires: August 8, 2021

[Signature]
Notary Public

[NOTARIAL SEAL]



Appendix A. REAL ESTATE DESCRIPTION

1418 Washington Street East

By Deed conveyed unto the CITY OF CHARLESTON by W. T. BROTHERTON, JR. and ANN C. BROTHERTON, his wife, and JOHN R. BROTHERTON, dated the 4th day of October 1990 and of record in the City of Charleston (Charleston East Tax District), Kanawha County, West Virginia in Deed Book 2257 at Page 830, the City of Charleston has all of those certain lots, pieces, or parcels of land, together with the improvements thereon and the appurtenances thereunto belonging and known as the 1418 Washington Street, East property, the 1420 Washington Street, East property, the 402 Beauregard Street property, and the 404 Beauregard Street property, all being situate in the City of Charleston, Charleston East District, Kanawha County, West Virginia, and being more particularly bounded and described as follows:

PARCEL NUMBER ONE (1418 -- 1420 Washington Street, East):

All of that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, fronting eighty (80) feet on the northeasterly side of Washington Street, East, in the City of Charleston, Kanawha County, West Virginia, and extending back with the southeasterly side of Beauregard Street, a distance of sixty-nine (69) feet, being part of Lot No. 1, of Block "K" of the First Ruffner Addition to said City of Charleston, and being more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly side of said Washington Street, East, at the southeasterly intersection thereof with Beauregard Street, which is also the lower front corner of said Lot No. 1 of Block "K"; thence with the southeasterly side of said Beauregard Street, in 'a direction toward the hills, N. 43° E. 69 feet to a point; thence running across said Lot No. 1, S. 47° E. 80 feet to a point in the dividing line between Lots Nos. 1 and 2, of said Block "K"; thence with the dividing line between said Lots Nos. 1 and 2, S. 43° W. 69 feet to a point in the northeasterly side of said Washington Street, East; thence with the northeasterly line of said Washington Street, East, N. 47° W. 80 feet to the place of beginning, as shown upon a map attached to the hereinafter referred to deed made by W. D. Sell, Civil Engineer, dated March 24, 1939, entitled "Lot of W. T. Brotherton."

PARCEL NUMBER TWO (402 Beauregard Street):

All of that certain lot, piece, or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in the City of Charleston, East, Kanawha County, West Virginia, and being more particularly bounded and described as follows:

Being that certain lot of land which fronts 30 feet along the easterly line of Beauregard Street and beginning at a stake which is the common northerly front

corner of this Tilton lot and the southerly front corner of the adjacent property formerly known as the Zua Mayer lot; thence with the easterly line of Beauregard Street in a southerly direction a distance of 30 feet to a stake, thence in an easterly direction and parallel with the southerly side line of the said Zua Mayer lot, and about parallel with Washington Street, a distance of 80 feet to a stake; thence in a line parallel with Beauregard Street and in a northerly direction a distance of 30 feet to a stake located at the common rear corner with the Zua Mayer lot; thence with the southerly side line of the Zua Mayer lot a distance of 80 feet to the place of beginning, being a part of Lot 1 of Block "K" of the First Ruffner Addition.

PARCEL NUMBER THREE (404 Beauregard Street):

All of the following parcel of real estate, together with the improvements thereon and the appurtenances thereunto belonging, situate in the City of Charleston, Kanawha County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING on the easterly line of Beauregard Street on the southerly line of a fifteen (15) foot alley, which alley is between and parallel with Washington and Jackson Streets, thence running with the said southerly line of the fifteen (15) foot alley in an easterly direction Eighty (80) feet to a stake; thence running in a southerly direction towards Washington Street and parallel with Beauregard Street thirty-five (35) feet to a stake; thence running in a westerly direction parallel with the said Beauregard Street; thence running in a northerly direction with the easterly line of Beauregard Street thirty-five (35) feet to the place of beginning, and being a part of Lot #1 of Bk. "K" of the First Ruffner Addition to the City of Charleston, as shown and designated on a Map filed with the partition deed of H. D. Ruffner and other dated December 11, 1895, and recorded in the Office of the Clerk of The County Commission of Kanawha County, in Deed Book 70, at Page 83.

YWCA IS ON A MISSION

2021 LEADERS FOR CHANGE

BB&T West Virginia Foundation
Encova Insurance
The Huntington National Bank
TC Energy Foundation
Charleston Area Medical Center
KOMAX Business Systems
Greylock Energy

YWCA CHARLESTON

1426 Kanawha Blvd. East
Charleston, WV 25301

P: 304.340.3594
F: 304.340.3614

YWCA SOJOURNER'S SHELTER FOR HOMELESS WOMEN AND FAMILIES

Administrative: 304.340.3553
Shelter: 304.340.3562

YWCA RACIAL JUSTICE PROGRAM

304.340.3594

YWCA MEL WOLF CHILD DEVELOPMENT CENTER

304.340.3560

YWCA SHANKLIN CENTER

304.415.2682

YWCA ALICIA MCCORMICK HOMES

304.415.2682

YWCA EMPOWERMENT HOMES FOR WOMEN

304.415.2682

YWCA PAST & PRESENT GENTLY USED CLOTHING

304.340.3646

eliminating racism
empowering women

ywca

Charleston, WV



May 4, 2022

Andrew Backus, Director-MOECD
City of Charleston
PO Box 2749
Charleston, WV 26630

Dear Mr. Backus:

It has come to my attention that the YWCA Sojourner's Shelter's 5 year lease term for the building we use as the shelter located at 1418 Washington Street East, ends on September 19, 2022.

The current lease includes a five year extension under the same terms, but requires the YWCA to submit a written notice to the City requesting the extension at least 90 days prior to the expiration of the lease, which would be June 18, 2022. With this time frame soon to be upon us, I am formally (and gratefully!) requesting that the City once again provide to the YWCA a new 5 year lease with the same terms, including having capacity to extend it for another 5 years after the new lease expires.

My understanding is that the City will present our extension request and the new lease to City Council for approval by resolution.

One small fix with the lease would be to change the YWCA's name on the lease from "Young Women's Christian Association of Charleston, West Virginia, Inc." to our current legal name "YWCA of Charleston, West Virginia, Inc."

In addition, please extend my deepest gratitude to the Mayor and City Council Members for this important collaborative partnership.

Please feel free to contact me if you have any questions about this situation.

Thank you very much!

Debby Weinstein, CEO
YWCA Charleston, WV
304-395-1828

deb@ywcacharleston.org

cc: City Attorney Kevin Baker

Resolution No. 651-22

Introduced in Council:

Adopted by Council:

May 16, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 651-22 –

Whereas, the City leases various properties from the West Virginia Division of Highways (“WVDOH”) for various purposes;

Whereas, for at least 25 years, the City has maintained at least two lease agreements with the WVDOH relating to the City’s permitted use of areas under the various bridges carrying Interstate 64 in downtown Charleston;

Whereas, the City’s permitted use of the areas under the interstate bridges include storing road salt, heavy machinery, and various equipment & supplies;

Whereas, by letter dated April 8, 2022, the WVDOH advised the City that, due to a large interstate bridge cleaning and painting project, the City may be required to temporarily suspend its use of the leased premises;

Whereas, the City has identified property owned by West Virginia Health Right, Inc., that is suitable for storing equipment, supplies, and salt, should the City be required to temporarily vacate the applicable WVDOH property; and

Whereas, West Virginia Health Right, Inc., is able and willing to lease the property to the City for an 18-month period.

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 18-month lease with West Virginia Health Right, Inc., to occupy all of that certain parcel of land roughly bounded by Morris Street, McDonald Street, Brooks Street, and the railroad tracks in Charleston, West Virginia, as more particularly described as District 11, Map 18, Parcel 21, Kanawha County, West Virginia, and being that same parcel owned by West Virginia Health Right, Inc., pursuant to that certain Deed recorded in the Kanawha County Clerk’s Office at Deed Book 3035, Page 278, where the total rent due under the lease is \$1.00.

RECEIVED

APR 13 2022



MAYOR'S OFFICE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Office of the District Engineer/Manager

District One

1340 Smith Street · Charleston, West Virginia 25301-1492 · (304) 558-3001

D. Alan Reed, P.E.
State Highway Engineer

Jimmy Wriston, P. E.
Secretary of Transportation
Commissioner of Highways

April 8, 2022

Mayor Amy Goodwin
City of Charleston
501 Virginia Street, East
Charleston, West Virginia 25301

RE: Lease Nos. 0328-0120
0679-0120

Mayor Goodwin;

Due to the upcoming scheduled cleaning and painting project for the structural steel over the areas of the subject leases that are currently in effect with the West Virginia Department of Transportation, Division of Highways it MAY be necessary to *temporarily* suspend parking or other activities on said leases for a period of time.

The contractor has made it a priority to do their best to minimize the 'down' time, and not all areas will be affected at the same time. We are to be notified 30 days prior to entry on each area and will do our best to notify you as soon as we have that information.

We are sorry for any inconvenience this suspension may cause, but it is necessary due to safety and liability issues with the scheduled project.

Please contact this office if further clarification of the suspension is necessary at 304.558.3021.

Thank you for your cooperation and attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Whitney Darby".

J. Whitney Darby

District Right of Way Agent

REAL ESTATE LEASE

THIS LEASE AGREEMENT (“Lease”), dated as of June 1, 2022, by and between **WEST VIRGINIA HEALTH RIGHT, INC.**, a West Virginia non-profit corporation (hereinafter called “Landlord”) and **THE CITY OF CHARLESTON, WEST VIRGINIA**, a West Virginia municipal corporation (hereinafter called “Tenant”). Landlord and Tenant are each a “Party” and collectively the “Parties.”

W I T N E S S E T H:

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 roughly bounded by Morris Street, McDonald Street, Brooks Street, and the railroad tracks in Charleston, West Virginia, as more particularly described the Kanawha County, West Virginia District 11, Map 18, Parcel 21, and being that same parcel owned by Landlord pursuant to that certain Deed recorded in the Kanawha County Clerk’s Office at Deed Book 3035, Page 278 (hereinafter collectively called the "Premises").

2. **Term.** The term of this Lease shall be for a period of eighteen (18) months, beginning on the June 1, 2022 and ending thereafter at 11:59 p.m. on November 30, 2023.

3. **Rent.** Tenant agrees to pay Landlord as rent (“Rent”) for the Premises during the Term the total sum of \$1.00. 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 may use the Premises for any legitimate governmental purpose, including but not limited to storing heavy machinery/equipment, parking city vehicles, storing road salt, or temporarily storing collected recyclables through the City’s recycling program. In the event that motor oil, gasoline, hydraulic fluid or other industrial materials leak or otherwise contaminate the property because of Tenant’s, or its agents’ or contractors’ or their subcontractors’, actions or inactions relating to their use of the property, Tenant agrees to remediate the area where such leaks or contamination occur.

5. **Improvements.** Tenant reserves the right to secure the property, including but not limited to installing fencing, locks, lighting, cameras, and construct any structures necessary to further the legitimate governmental purposes of the Tenant. The Tenant agrees that it will remove all such improvements at the conclusion of the lease term, unless requested otherwise by Landlord.

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 legitimate governmental purpose on the Premises. Tenant, at

its sole expense, shall obtain all licenses and permits which may be required for the conduct of its legitimate governmental purpose 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. Landlord acknowledges that Tenant is a governmental entity, using the Premises for legitimate governmental purposes and, therefore, no personal property taxes or real property taxes should be levied against Tenant's personal property or the Premises. In the event real property taxes or personal property taxes related to the Premises are assessed relating to the term of the Lease, Landlord agrees that it will pay such taxes.

9. 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. Such insurance shall be obtained for 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 replacement value for property damage. Tenant shall provide Landlord with certificates of insurance upon request.

10. Workers' Compensation. Tenant shall, at its own cost and expense, throughout the full term of this Lease, remain responsible for its own workers compensation coverage.

11. Marketing For Sale of Property; Successors and Assigns. Tenant specifically agrees that Landlord may continue to market the Premises for sale, including leaving in place any "for sale" signage, and may sell the property during the term of this Lease. Landlord agrees that in response to any offer to purchase the Premises during the term of this Lease, Landlord will provide a copy of this Lease to the prospective purchaser. This Lease shall be binding upon the Parties successors and assigns, including any third-party that the Landlord sells the Premises to during the term of the Lease.

12. Default by Tenant. Any failure by Tenant 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.

13. 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.

Landlord agrees to share with Tenant the Landlord's most recent environmental testing results of the property and agrees to not hold Tenant responsible for any environmental defects or contaminations existing on the property prior to the Tenant's occupation of the site. Landlord expressly authorizes the Tenant to conduct its own environmental testing of the property prior to occupying the property under this agreement.

14. Landlord's Representation of Title. Landlord represents that it owns the Premises, 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.

15. 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.

16. 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.

17. 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 legitimate governmental interest that 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.

18. 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:

West Virginia Health Right, Inc.
ATTN: Angie Settle
1520 Washington Street East
Charleston, West Virginia 25311

Tenant:

The City of Charleston, West Virginia
ATTN: City Manager and Public Works Director
501 Virginia Street East
Charleston, West Virginia 25301

19. 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.

20. 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.

21. 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.

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

23. 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:

WEST VIRGINIA HEALTH RIGHT, INC.

By: _____
Name: Angie Settle
Its: CEO

TENANT:

CITY OF CHARLESTON, WEST VIRGINIA

By: _____
Name: Jonathan Storage
Its: City Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Angie Settle, the CEO of **WEST VIRGINIA HEALTH RIGHT, INC.**, a West Virginia non-profit corporation, for and on behalf of the corporation.

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

My commission expires _____.

Notary Public

[NOTARY SEAL]

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Jonathan Storage, the City Manager 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 _____, 2022.

My commission expires _____.

Notary Public

[NOTARY SEAL]

This instrument prepared by:
Kevin Baker
City Attorney
City of Charleston
501 Virginia Street East
Charleston, West Virginia 25301

Resolution No. 652-22

Introduced in Council:

Adopted by Council:

May 16, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 652-22 – Authorizing the Mayor or City Manager to enter into a contract with HDR Engineering, Inc., in an amount not to exceed \$89,388.67 to perform engineering design and construction management services relating to a project to modify lane configurations and pedestrian crossings at the intersections of Virginia Street, Delaware Avenue, and Central Avenue—known as “Five Corners.”

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 HDR Engineering, Inc., in an amount not to exceed \$89,388.67 to perform engineering design and construction management services relating to a project to modify lane configurations and pedestrian crossings at the intersections of Virginia Street, Delaware Avenue, and Central Avenue—known as “Five Corners.”



City of Charleston

Virginia St. and Delaware Ave. (Five Corners) Intersection Traffic Study

Charleston, WV

March 4, 2022

Virginia St. and Delaware Ave. (Five Corners) Intersection

Final Report

Charleston, West Virginia



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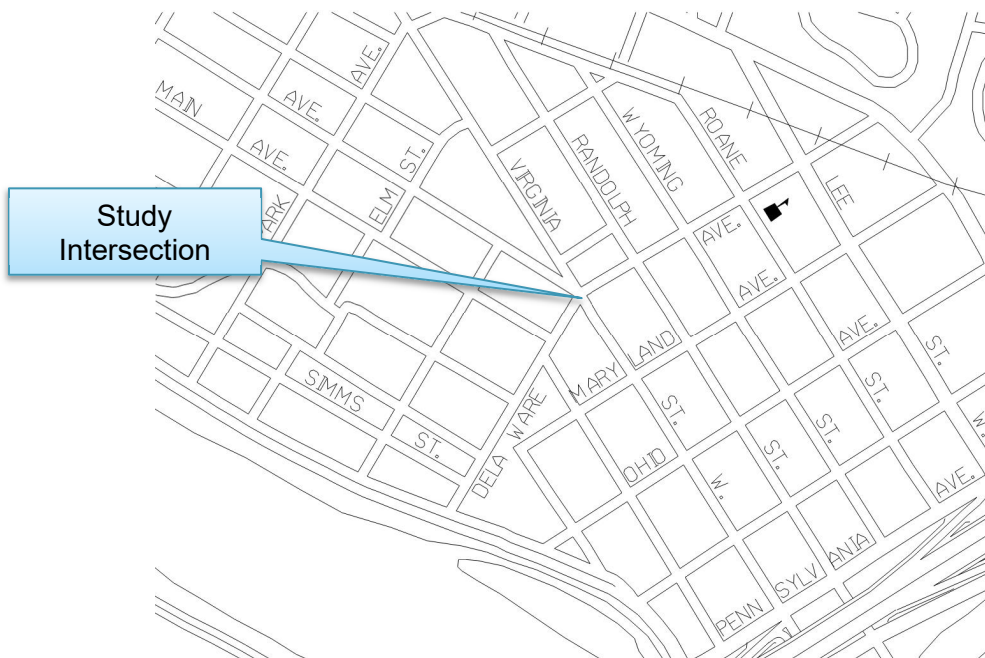
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1 Introduction

1.1. Study Purpose

The purpose of this traffic study is to evaluate current and future traffic conditions, identify potential deficiencies, and develop alternative improvements to enhance traffic flow and improve safety at the Virginia Street with Delaware Avenue and Central Avenue (Five Corners) intersection. This intersection is located in the West Side of the City of Charleston, Kanawha County. A location map of the study intersection is provided below.

Virginia Street/Delaware Avenue Intersection Location Map



1.2. Intersection Description

This is a five-legged intersection which includes Virginia Street, Central Avenue, and Delaware Avenue. The western leg of Virginia Avenue is a two-way roadway with on-street parking and left-through and through-right lanes at the intersection. To the east of the intersection, Virginia Street is a one-way roadway with two lanes eastbound (EB) and metered parking. Also approaching from the west, Central Avenue terminates at the intersection and has a similar lane configuration as Virginia Street. Delaware Avenue insects Virginia Street in a north-south configuration. The Southbound (SB) approach is a two-way roadway with dedicated left-through and right-turn lanes.

Delaware Avenue northbound (NB) is a two-way roadway with a single-lane approach to the intersection.

This area is undergoing a transformation with redevelopment of the storefronts to include new restaurants and retail establishments. There is a church and associated parking facility in the northwest corner of the intersection.

Each roadway has on-street parking and on the approaches with multiple lanes at the intersection, the parking lane is utilized as a travel lane.



Virginia Street (looking EB)



Central Avenue (looking WB)



Delaware Avenue (looking SB)



Delaware Avenue (looking NB)

This intersection is signalized and not coordinated with any adjacent intersections. The signal operates with three vehicular phases and no signal indications are provided for pedestrians. The Central Avenue and Delaware Avenue NB approaches are signed with “No Right Turn on Red” and the Delaware SB approach includes a right-turn overlap phase. U-turn movements are not restricted from the Virginia Street and Central Avenue approaches. Photos of each approach of the intersection are provided in Appendix A and the existing geometry and lane configurations are provided in Figure 1-1.

1.3. Available Traffic Data

The following data were received from the City of Charleston and the West Virginia Department of Transportation (WVDOT), Traffic Engineering Division (Traffic Division):

- Existing signal timings and phasing.
- Crash data.
- Concurrence of a 1% compounded growth rate.

1.4. Previous Studies

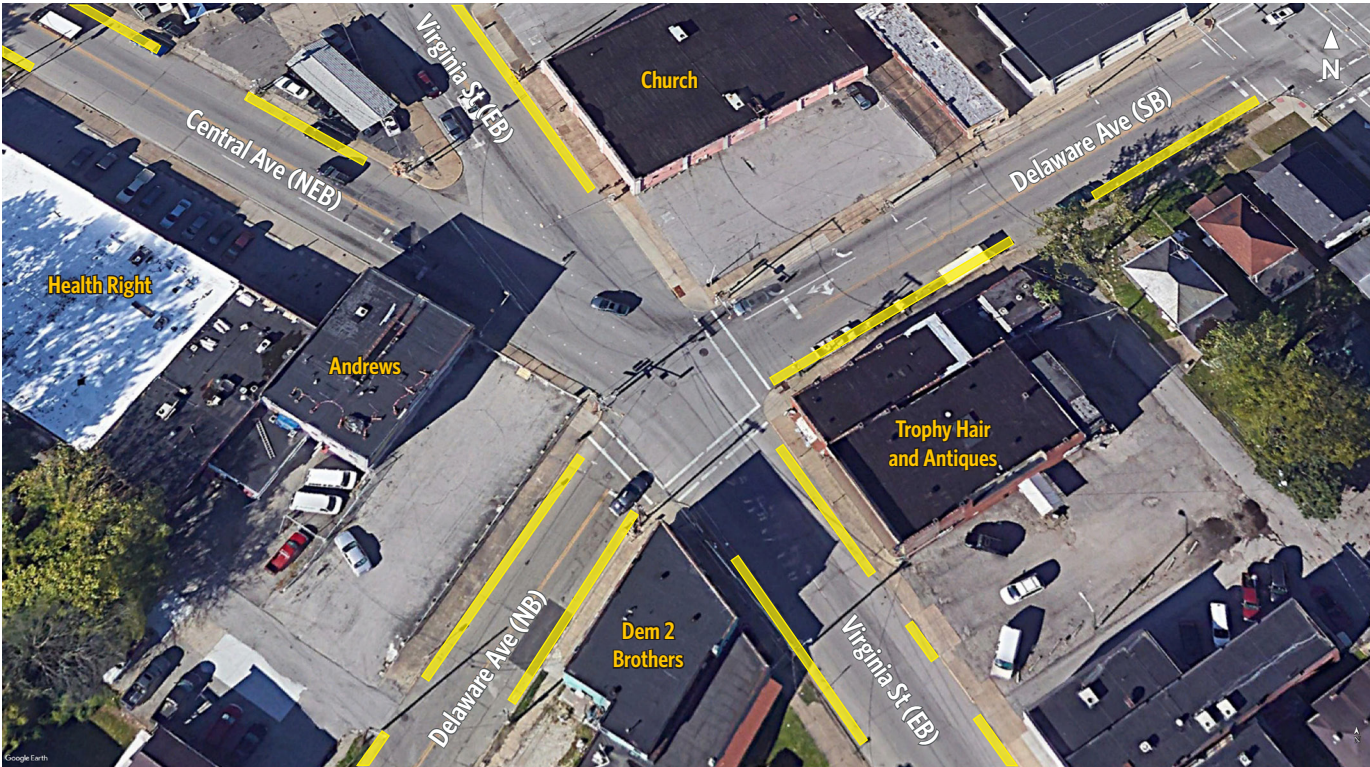
Multiple City or Countywide planning studies were previously prepared to identify improvements to the pedestrian and bike accessibility in Charleston. Their key findings, along with links to these plans, are provided below. Based on the discussions with the City of Charleston, these studies were to be considered for future planning purposes, but not implemented as part of this project.

- The City of Charleston Planning Department developed a comprehensive plan, [*Imagine Charleston*](#), which was adopted by the City of Council in August 2013 to guide decisions of land use, development, and capital improvement. This report talked about the transportation and infrastructure improvements including the Bikeway facility improvements in the overall city. This report also did not mention the studied intersection as part of any future planning program.
- Alta Planning and Design and TRC prepared [*Bike and Trail Master Plan*](#) for the City of Charleston, WV in 2015. According to the report, 'The City of Charleston Bike and Trail Master Plan Envisions an expanded network of bikeways and trails connecting all parts of the community so that bicycling is a common part of everyday life.' As of now, the studied intersection is not a part of the bike and trail master plan. However, depending on the future need, City of Charleston may think about the inclusion of the bikeway facility in the Virginia Street and Delaware Avenue (Five Corners) Intersection.
- HDR prepared [*Kanawha-Putnam Bicycle and Pedestrian Plan*](#) for the Regional Intergovernmental Council in May 2019. This study evaluated the existing conditions and connectivity for non-motorized transportation modes



in Kanawha and Putnam Counties. In the report, improvements at this intersection were included in Project 5 to provide bicycle connectivity through the West Side. The recommended improvements included reducing the number of lanes/reallocating parking to provide a cycle track.

Figure 1-1: 2021 Existing Intersection Configuration, Peak Hour Volumes, and Level of Service

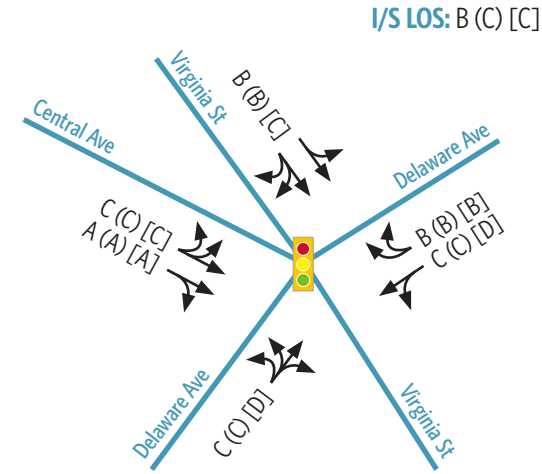
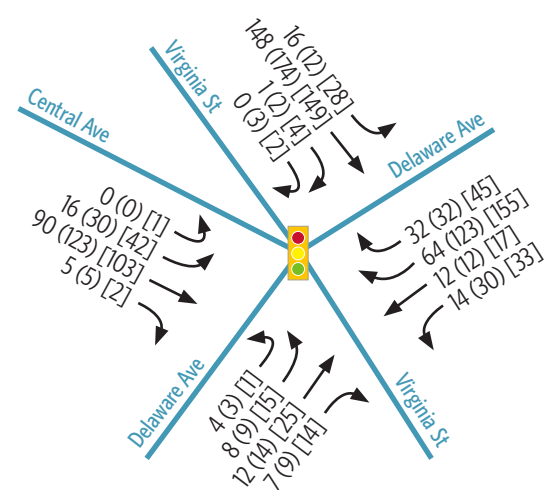
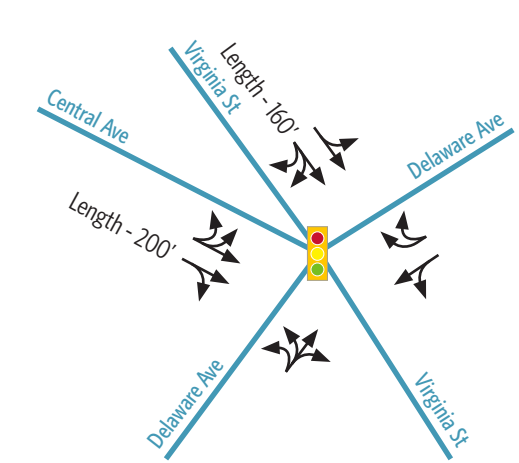


- Legend:**
- Traffic Signal
 - X Thursday AM Peak (vph)/LOS
7:45 AM - 8:45 AM
 - (X) Friday Mid Peak (vph)/LOS
12:30 PM - 1:30 PM
 - [X] Thursday PM Peak (vph)/LOS
4:00 PM - 5:00 PM
 - Curb Lane Parking Allowable

Existing Intersection Geometry

2021 Existing Peak Hour Volumes

2021 Existing LOS



I/S LOS: B (C) [C]

2 Traffic Analysis and Modeling

Traffic analyses were performed using Synchro. Synchro (Version 10.3, Build 151, Revision 0) was utilized to analyze this signalized intersection in the study area. Synchro models for the AM, Midday, and PM peak hours were developed based on the lane configurations, signal timings, volumes, truck percentages, etc. to represent the existing conditions in the study area.

2.1. Synchro Description

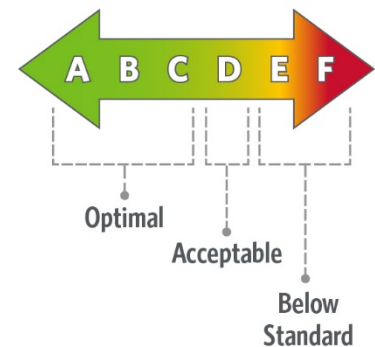
Synchro is a macroscopic traffic analysis and signal optimization software. Building upon Highway Capacity Manual (HCM) methodologies, Synchro is able to evaluate more complex intersections with unique geometries, signal phasing, and timing parameters. As an output, Synchro can report various measures of effectiveness (MOEs) including delay, queue, and level of service (LOS) by movement, approach, and intersection. It also allows users to quickly test conceptual lane configurations, phasing options, and timing plans.

2.2. Level of Service (LOS) Criteria

A Policy on Geometric Design of Highways and Streets, 2018 7th Edition, by The American Association of State Highway and Transportation Officials (AASHTO) provides guidelines for the selection of design LOS. As per AASHTO Table 2-3, for an urban local road, such as Virginia Street the acceptable LOS is D.

The criteria provided in the HCM, 6th Edition, were used to determine the LOS based on Synchro's MOEs. The signalized intersection LOS is based on a weighted average of the movement volumes and delays. Table 2-1 provides a summary of the LOS thresholds for signalized intersections. In addition, to the right is a graphical representation of LOS.

WHAT IS LEVEL OF SERVICE?



Level of Service (LOS)

A standard measurement, based on vehicle delay and queues, which reflects the relative ease of traffic flow on a scale of A to F

LOS A

Minor delay at signal, little queuing

LOS F

Highly congested traffic conditions

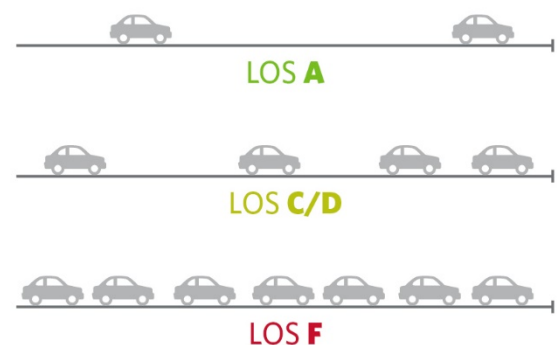


Table 2-1: Summary of HCM LOS Thresholds

Signalized Control Delay (sec/veh) HCM Exhibit 19-8		LOS Description
A	≤ 10	Free flow, insignificant delays.
B	$> 10-20$	Stable operations, minimal delays.
C	$> 20-35$	Stable operations, acceptable delays.
D	$> 35-55$	Restricted flows, regular delays.
E	$> 55-80$	Maximum capacity, extended delays. Volumes at or near capacity. Long queues form upstream from intersection.
F²	> 80 or $v/c > 1.0$	Forced flow, excessive delays. Represents jammed conditions. Intersection operates below capacity with low volumes. Queues may block upstream intersections.

Notes:

1. Unsignalized LOS is for the worst stop-controlled approach.
2. Any $v/c > 1.0$ results in LOS F regardless of delay.

3 Existing Conditions

3.1. Traffic Conditions

The study area was assessed to evaluate the existing traffic conditions and identify potential deficiencies within the intersection. The assessment included the evaluation of the approach volumes, field-measured saturation flow rates, and pedestrian accessibility. In conjunction with the assessment, crash analyses were performed to quantitatively measure the existing corridor conditions. The results of these analyses provided insight to the existing problem areas in the study area. The existing roadway network in the study area, lane configurations, and land use are provided in Figure 1-1.

3.2. Volumes

Turning movement counts were manually collected on September 16th (Thursday) and 17th (Friday), 2021. These counts included vehicular, truck, bus, and pedestrian modes. Based on these data, the AM and PM peak hours were identified as 7:45 a.m. to 8:45 a.m. and 4:00 p.m. to 5:00 p.m., respectively. The Midday peak hour was from 12:30 p.m. to 1:30 p.m. The traffic data were reduced to determine the truck percentages along each roadway approach and are summarized in Table 3-1.

Table 3-1: Summary of Truck Percentages by Approach

	AM	Midday	PM
Virginia St. (EB)	1.0%	4.0%	0.0%
Delaware Ave. (SB)	2.0%	1.0%	1.0%
Delaware Ave. (NB)	0.0%	0.0%	0.0%
Central Ave. (NEB)	2.0%	1.0%	1.0%

Figure 1-1 provides the 2021 Peak Hour Volumes (PHVs) for the study area. Using a K-factor of 10%, the 2021 Average Daily Traffic (ADT) volume was estimated to be approximately 6,360 vpd entering the intersection.

Peak hour factors (PHFs) were calculated for the intersection and are found as 0.97, 0.95, and 0.90 for AM, Midday, and PM, respectively. Reviewing the factors, the intersection tends to have a highly uniform peak hour during both AM and Midday peak hours, e.g., the intersection does not have a strong 15-minute peak, but rather a peak hour containing four 15-minute periods of similar volumes.

3.3. Saturation Flow Rate Study

A saturation flow rate study was conducted on Friday, October 1st, 2021 at the intersection during the AM, Midday, and PM peak hours.

Saturation flow rate is used to estimate the efficiency of the network and is the flow rate that can pass through a signalized intersection. Based on the data collected, the average AM and PM saturation flow rate for the study area cannot be calculated due to insufficient queue lengths and traffic progression. The average Midday saturation flow rate for the study area was 1,167 passenger cars per hour per lane (pc/hr/ln). Per the HCM, the definition of saturation flow rate was reviewed as

“the equivalent hourly rate at which previously queued vehicles can traverse an intersection approach under prevailing conditions, assuming that the green signal is available at all times and no lost times are experienced, in vehicles per hour or vehicles per hour per lane.”

The saturation flow rate can be impacted by many conditions which are not considered ideal such as lane width, grade, heavy vehicles, presence of parking, etc. At this intersection, the approach legs have narrow, 10–11-foot lanes and on-street parking which can influence the flow rate. While conducting the study it was also noticed that drivers tended to leave large gaps in-between queued vehicles at a red signal indication. Drivers were also slow to start moving when the light turned green. Based on the field data provided in Appendix B, this appeared to increase the headways between vehicles and ultimately lowered the saturation flow rate. Due to minimal queuing and inability to obtain a complete sample, it is recommended that a Saturation Flow Rate of 1,400 pc/hr/ln is utilized for all analyses.

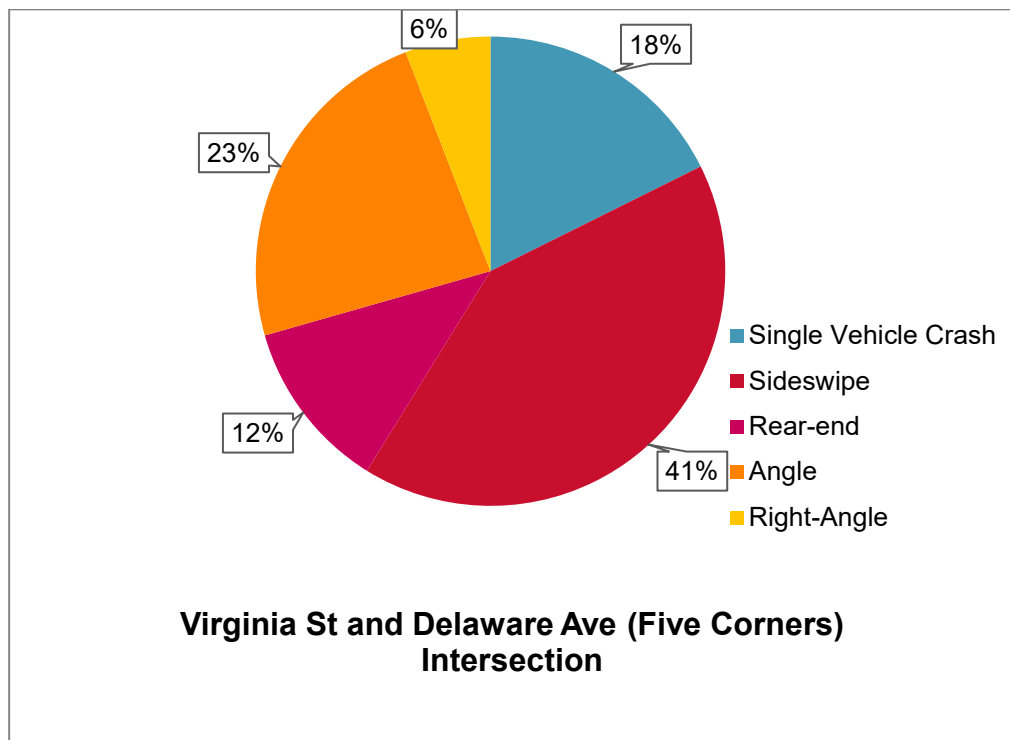
3.4. Crash and Safety Analyses

Crash data were provided for the study area for the period from January 1, 2011 to August 31, 2021 by the WVDOT Traffic Division. Since, the number of crashes occurring each year are low, latest five-year crash data were considered for the study from January 1, 2016 to December 31, 2020. In 2021, there was only one crash reported. Hence, crash data of 2021 was not used for the analysis. Exhibit 3-1 provides a summary of crash types during the five-year period, while Figure 3-1 provides the crash diagram for the intersection. The crash summaries, crash listings by

intersection and crash rate calculations are provided in Appendix B. Since the City of Charleston does not develop average crash statistics for roadways within the City limits, the WVDOT Traffic Engineering statewide criteria were utilized to evaluate if this intersection experiences higher than average crashes:

- Average < 1.5 crashes per million entering vehicles (MEV).
- Above Average > 1.5 crashes per MEV.
- Significantly Above Average > 2.0 crashes per MEV.

Exhibit 3-1: Summary of Crash Types



As displayed in Figure 3-1, the intersection experienced seventeen (17) crashes during the five-year study period. Seven (7) of the crashes were sideswipe type accidents likely due to sudden lane changes or difficulty traversing the wide intersection where two through lanes are provided. Two (2) of the crashes involved pedestrians and three crashes involved injuries. The rear-end collisions were likely a result of the congested conditions or quick stops related to signal indication changes.

3.5. Traffic Control Devices

A desktop review of signing and pavement markings was performed during a field visit. The following deficiencies were noted and categorized into two categories:

Signing and Pavement Markings

- Lack of lane use signing and pavement markings to designate movements permitted.
- Inconsistency between parking sign locations and no parking pavement markings.
- No crosswalk provided for the western leg of the intersection.
- Pavement markings show sign of wear.
- Permitted on-street parking on the Delaware NB approach limits travel lane to approximately 7 feet wide.

Signal and Lighting

- Signal does not include pedestrian push buttons and pedestrian heads.
- Signs located on mast arms show signs of wear.
- Mast arm uprights and arms show signs of age.
- A priority control system for emergency vehicles is not provided.

3.6. Pedestrian Accessibility

As part of the western fringe of the Central Business District, continuous sidewalks are provided along each leg of the intersection. Marked parallel-line style crosswalks are provided on Delaware Avenue and the eastern leg of Virginia Street; however, a crossing is not provided on the western approach to the intersection, likely due to roadway width. Detectable warning surfaces are provided at each crosswalk location; however, there are warning surfaces provided to cross the western leg of the intersection even though no crosswalk markings are provided. There are no pedestrian signal heads or pedestrian push buttons (PPB) provided as part of the traffic signal.

Pedestrian accessibility also includes providing a Pedestrian Access Route (PAR) along the sidewalk which maintains minimum conditions to allow for unimpeded traversing of the facility. The controlling guidelines for accessibility and PAR are defined by the United States Access Board in the *Public Rights-Of-Way Accessibility Guidelines (PROWAG)*. Although these guidelines are still considered “proposed”, many agencies are following the requirements in anticipation of their formal approval. One key requirement of PAR is providing a minimum traversable width needed for accessibility. Per Section R302.3 Continuous Width, the minimum continuous clear PAR widths shall be 4 feet, not including the curb. However, based on the 2010 ADA Standards for Accessible Design, this width can be reduced to 32” for a small obstacle, such as a sign support, if already existing. Based on measurements collected during a field visit, the minimum continuous width is met for the sidewalk areas adjacent to the intersection. However, it should be noted that any new traffic control devices be placed to avoid impacting the PAR.

3.7. Capacity Analysis

To assess the existing capacity constraints and deficiencies of the corridor, analyses were performed using 2021 AM, Midday, and PM peak hour volumes. These analyses utilized the existing signal phasing and timings provided by the City of Charleston and assumed no improvements within the study area. As shown in Figure 1-1, the intersection operates at LOS C or better for all time periods. However, during the PM peak hour, the Delaware Avenue SB shared left-through and Delaware Avenue NB approaches operate at LOS D. This is due to the shared movements which are in conflict of each other during this phase.

3.8. Queue Length Analysis

In addition to LOS, one of the MOEs generated by the Synchro models are the queue lengths for each lane. In this study, the 95th queue is used for reporting and it represents the maximum back of queue with 95th percentile volumes. Table 3-2 summarizes the queue lengths for the 2021 Existing and 2041 No-Build models. The queue lengths are rounded to the nearest 25-foot increment, which is assumed to be the average spacing for one vehicle. In addition, queue lengths are provided as part of the Synchro reports output in Appendix C. Based on these results, there are no issues with queuing exceeding available storage or through-block from the adjacent lane.

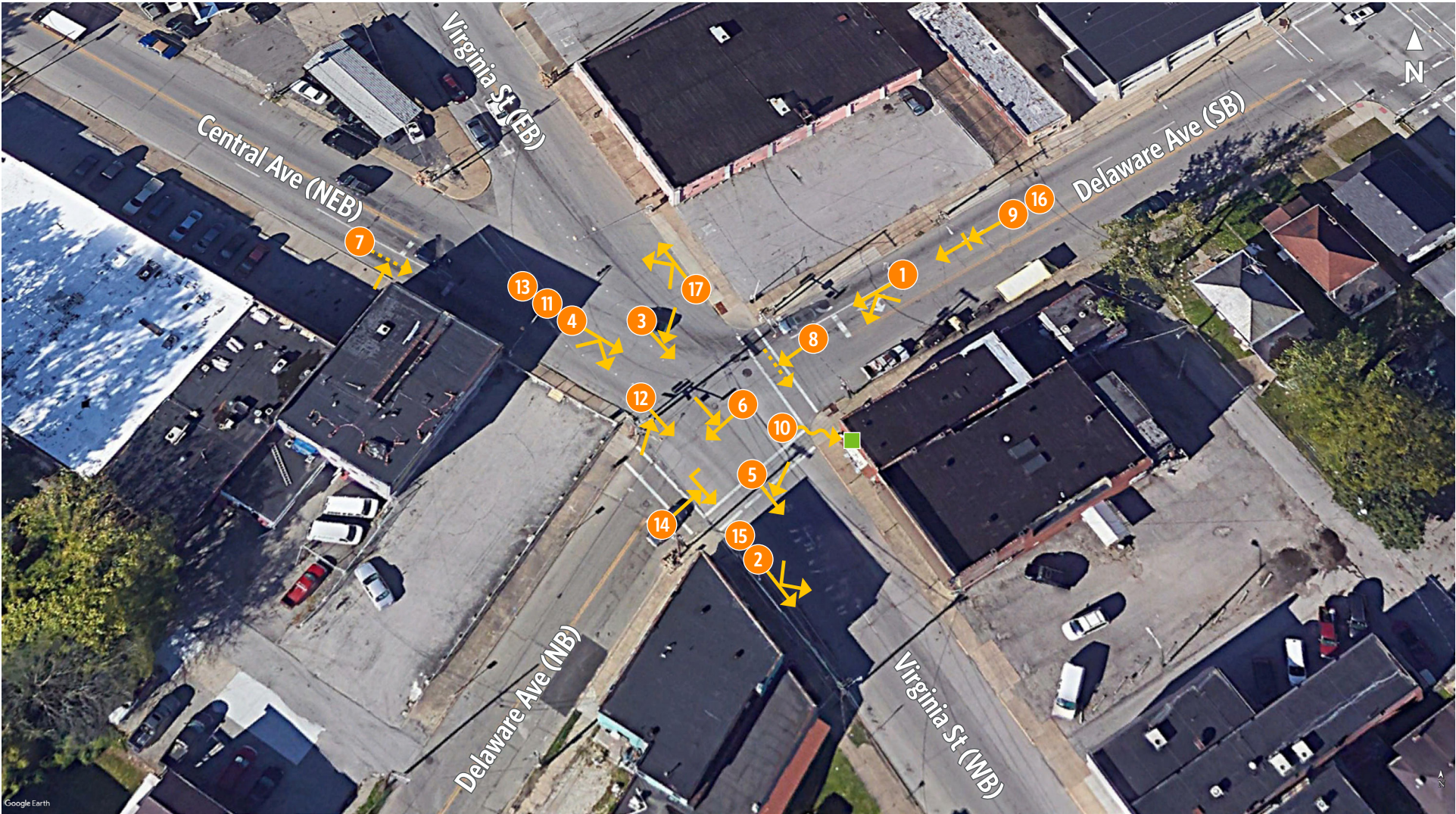
**Table 3-2: Summary of Existing and No-Build 95th
Queue Lengths (feet)**

	Available Storage	2021 Existing AM(Midday)[PM]	2041 No-Build AM(Midday)[PM]
Virginia Street			
EB Left-Through	-	50(75)[75]	75(100)[100]
EB Through-Right	160'	50(75)[75]	75(100)[100]
Central Avenue			
SEB Left-Through	-	50(75)[75]	75(100)[100]
SEB Through-Right	200'	25(25)[25]	25(25)[25]
Delaware Avenue			
SB Left-Through	-	25(50)[75]	25(50)[75]
SB Right	-	50(100)[125]	50(100)[150]
NB Left-Through-Right	-	25(50)[75]	50(50)[75]

3.9. Summary

The existing traffic conditions can be summarized by the following statements:

- All approaches operate at an LOS C or better during all three peak hours, with the exception of the Delaware Avenue SB left-through lane and Delaware Avenue NB.
- The Crash rate for this intersection (1.46 MEV) is similar to the statewide average crash rate.
 - 50% crashes happened on Central Avenue and Delaware Avenue SB approach.
 - 44% crashes were sideswipe accidents which was the highest crash type in the intersection.
- Sidewalks fulfill the PAR requirement for continuous width.
- The intersection does not have pedestrian signal heads or PPB.
- Under existing conditions, queuing does not exceed capacity during any peak period.



Legend:

- | | | |
|-------------|--|----------------|
| Object | Angle (front to side) Opposite Direction | Out of Control |
| Rear End | Angle (front to side) Same Direction | Pedestrians |
| Right Angle | Sideswipe | Crash ID |

Number of Crashes:

- | | |
|----|----------------------|
| 14 | Property Damage Only |
| 3 | Injury |
| 0 | Fatality |
| 17 | TOTAL |

4 2041 No-Build Conditions

To determine the future traffic conditions if no improvements were made, the 2041 No-Build conditions were analyzed quantitatively to measure the future conditions. In addition, this analysis was necessary to determine the baseline conditions for the corridor to use as a benchmark for comparing the future alternatives. The results of these analyses provided insight as to future potential deficiencies in the study area if no improvements were made.

4.1. Volumes

The 2041 No-Build PHVs were estimated by applying a 1.0% compounded growth rate to the 2021 PHVs. In addition, a trip generation and distribution analysis was performed for the proposed Dollar General, which will be located on Virginia Street approximately 1,000 feet west from the intersection (see Appendix B for details). The 2041 PHVs, presented in Figure 4-1, are the sum of the growth projected volumes and the trip generation. The projected 2041 ADT is expected to be approximately 7,850 vpd entering the intersection.

4.2. Capacity and Queue Analysis

The 2041 No-Build PHVs were analyzed using the existing geometry and signal phasing to assess the impact of the anticipated future traffic. During the analysis, the existing signal timing was optimized using Synchro to adjust the timing patterns to better accommodate the traffic volumes. For the 2041 No-Build analysis, the signal timing optimization was the only improvement assumed at the intersection. These results are provided in Appendix C.

Based on the Synchro analysis, it is anticipated that all approaches will operate at LOS C or better for all time periods, with the exception of Delaware Avenue NB during the PM peak. When compared to the 2021 existing LOS, all approaches are similar, except the Virginia Street approach. During Midday peak period, Virginia Street operates at an LOS C in 2041, whereas it operates at an LOS B in 2021. Table 4-1 presents the comparison between the 2021 Existing and 2041 No-Build LOS.

Table 4-1: Summary of 2021 Existing and 2041 No-Build LOS

	2021 Existing AM(Midday)[PM]	2041 No-Build AM(Midday)[PM]
Virginia Street (EB)	B(B)[C]	B(C)[C]
Delaware Avenue (NB)	C(C)[D]	C(C)[D]
Delaware Avenue (SB)	B(C)[C]	B(C)[C]
Central Avenue (NEB)	B(B)[B]	B(B)[B]
Overall Intersection	B(C)[C]	B(C)[C]

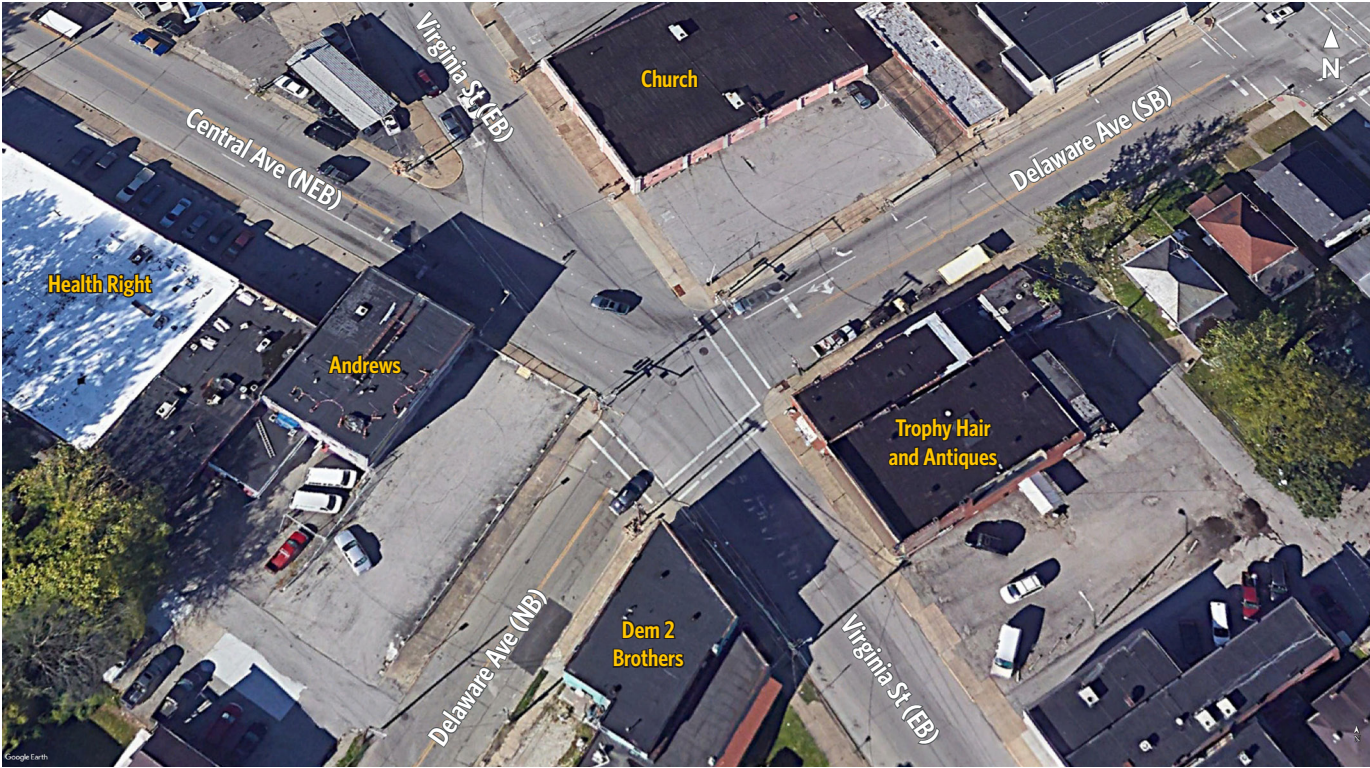
As mentioned previously, one of the MOEs generated by Synchro are queue lengths. Similar to the existing conditions, none of the lanes are expected to exceed their capacity or result in through-block in the 2041 No-Build scenario. For reference, Table 3-2 provides the 2041 No-Build queuing results.

4.3. Summary

The 2041 No-Build traffic conditions can be summarized by the following statements:

- All approaches will operate at LOS C or better for all time periods, with the exception of Delaware Avenue NB during the PM peak.
- Based on Table 3-2, queuing is within capacity for 2041 No-Build scenario.

Figure 4-1: 2041 No-Build Intersection Configuration, Peak Hour Volumes, and Level of Service

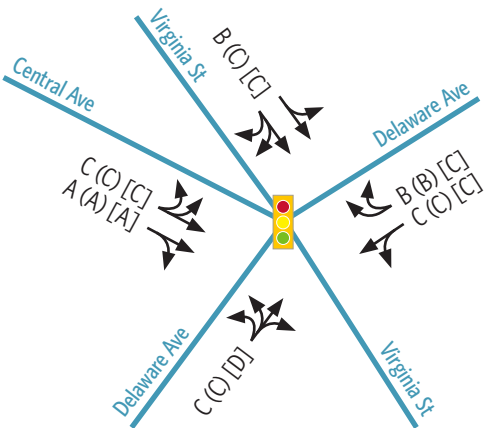
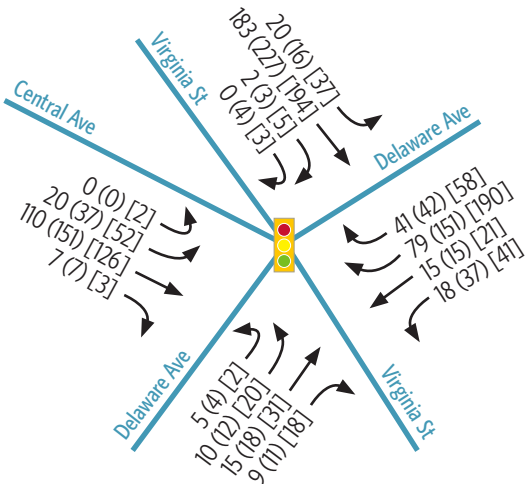


- Legend:**
- Traffic Signal
 - X Thursday AM Peak (vph)/LOS
7:45 AM - 8:45 AM
 - (X) Friday Mid Peak (vph)/LOS
12:30 PM - 1:30 PM
 - [X] Thursday PM Peak (vph)/LOS
4:00 PM - 5:00 PM

2041 No-Build Peak Hour Volumes

2041 No-Build LOS

I/S LOS: B (C) [C]



5 Build Alternatives

Alternatives were developed to address current and future issues in the studied intersection. Since the overall operations in the intersection in existing and future conditions were similar, the alternatives were focused on several key areas including crash reduction and pedestrian safety. During the alternative development process, several goals were identified:

- Reduce sideswipe crashes.
- Improve pedestrian connectivity and accommodations.
- Renovate traffic signal.
- Update signing and pavement markings.

Three Build Alternatives were identified to achieve the goals. All alternatives and general improvements are discussed in detail in the following sections and Appendix D provides the Synchro reports.

5.1. General Improvements

Several general improvements are recommended for inclusion in all Build Alternatives to improve the physical condition of the intersection. These include the following:

- Renovate the traffic signal, including new mast arm poles, lighting, signal heads, detection, communications, controller, and pedestrian accommodations (heads and push buttons).
- Install pedestrian crosswalks on all approach legs with curb ramps and detectable warning surfaces.
- Update signing and pavement markings including lane utilization signs, lane arrows, stop bars, and parking restrictions.

5.2. Build Alternative 1: Upgrade Existing Intersection

In general, Build Alternative 1 includes maintaining the overall configuration of the intersection while providing minor updates. Two options were considered:

Build Alternative 1B: Modified Lane Configurations with Island

As shown in Figure 5-1, this option includes a modified lane configuration to improve operations and safety. This includes the following lane modifications:

- Modify the Central Avenue approach to be an exclusive left-turn lane and shared through-right lane.
- Eliminate the U-turn movements from Virginia Street and Central Avenue.

As part of this option and to reinforce the elimination of the U-turn movements, an island is extended between Virginia Street and Central Avenue. This island was sized based on vehicular turning templates. Additionally, a pedestrian crosswalk was added to the western leg of intersection. Based on the capacity analysis, this option is expected to perform similarly to the 2041 No-Build condition with LOS C or better for all time periods.

Build Alternative 1C: Modified Lane Configurations

Similar to Build Alternative 1B, the existing lane configurations are modified to improve operations and safety. However, this option does not include an island between Virginia Street and Central Avenue. A pedestrian crossing is provided; however, it is located to the west of the intersection. This option is presented in Figure 5-2 and is expected to operate the same as Build Alternative 1B.

5.3. Build Alternative 3: Convert Central Avenue to One Way Out

Build Alternative 3 involves restricting Central Avenue to one-way out at the intersection. All inbound traffic at Central Avenue would utilize Virginia Street and the existing local street network to the west of the intersection. Build Alternative 3 also includes the extension of the curb between Central Avenue and Virginia Street to provide a pedestrian refuge island and eliminate the U-turn movements between Virginia Street and Central Avenue. Build Alternative 3 is presented in Figure 5-3 and is expected to operate at LOS B for all time periods.



5.4. Capacity and Queue Analysis

Each alternative was evaluated to determine how the proposed improvements would impact the operations, including level of service and queuing. Based on the capacity analysis shown in Table 5-1 and Figures 5-1 through 5-3, Build Alternatives 1B and 1C operate at LOS C or better for all time periods while Alternative 3 operates at LOS B. Alternative 3 also shows improved LOS for individual approaches.

Table 5-1: Summary of 2041 Build Alternative LOS

	No-Build AM(Midday)[PM]	Alternative 1B/1C AM(Midday)[PM]	Alternative 3 AM(Midday)[PM]
Virginia Street (EB)	B(C)[C]	B(C)[C]	B(C)[C]
Delaware Avenue (NB)	C(C)[D]	C(C)[D]	C(C)[C]
Delaware Avenue (SB)	B(C)[C]	B(B)[C]	A(A)[A]
Central Avenue (NEB)	B(B)[B]	B(B)[B]	B(B)[B]
Overall Intersection	B(C)[C]	B(C)[C]	B(B)[B]

In addition to LOS, the anticipated queue lengths were also evaluated as shown in Table 5-2. Based on the proposed lane configurations and signal timings, no queuing issues are expected for the Build Alternatives.

Table 5-2: Summary of 2041 Build Alternatives 95th Queue Lengths (feet)

	Available Storage	No-Build AM(Midday)[PM]	Alternative 1B/1C AM(Midday)[PM]	Alternative 3 AM(Midday)[PM]
Virginia Street				
EB Left-Through	-	75(100)[100]	75(100)[100]	75(100)[100]
EB Through-Right	160'	75(100)[100]	75(100)[100]	75(100)[100]
Central Avenue				
NEB Left-Through	-	75(100)[100]	N/A	N/A
NEB Left	-	N/A	25(75)[50]	25(50)[50]
NEB Through-Right	200'	25(25)[25]	25(75)[50]	25(75)[50]
Delaware Avenue				
SB Left-Through	-	25(50)[75]	50(50)[75]	50(50)[75]
SB Right	-	50(100)[150]	50(100)[150]	0(0)[0]
NB Left-Through-Right	-	50(50)[75]	50(50)[75]	50(50)[75]

5.5. Cost Estimates

Conceptual cost estimates were prepared for each alternative. General categories were developed for easily calculated pay items. The pay items and their corresponding units of measurement included traffic related items such as pavement marking, signal,

and signing items; and roadway items such as new concrete median. A 20% contingency was added to the total construction cost to include the unforeseen costs such as drainage, MOT, etc.

It should be noted that the construction cost estimates provided in this report are conceptual and only intended to provide the relative magnitude of the cost. Quantities are based on estimates obtained from the conceptual layout of the alternatives. It should be noted that these costs are based on 2020 dollars and do not include engineering, environmental, utility relocations, or right-of-way acquisitions, which will add to the overall cost of each alternative. Table 5-3 presents the conceptual cost estimate for each alternative. Additional information for the conceptual cost estimate can be found in Appendix E.

Table 5-3: Conceptual Cost Estimate

Alternatives	Conceptual Cost Estimate
Alternative 1B – Modified Lane Configurations with Island	\$354,000
Alternative 1C – Modified Lane Configurations	\$376,000
Alternative 3 – Convert Central Avenue to One-way Out	\$366,000

5.6. Evaluation of Alternatives

A comparison matrix, shown in Table 5-4, was developed as a basis for evaluating the alternatives and to assist in identifying a recommended option for design.

The alternative comparison matrix provides a concise summary of significant differentiating factors regarding performance, impact, and characteristics of each alternative. The evaluation matrix is categorized in four areas: Safety, Operations, Community, and Financial.

Safety

- Reduction of Sideswipe Crashes – This category is measured by the potential in reducing sideswipe crashes.
- Improved Pedestrian Safety – This is measured by the potential in reducing pedestrian crashes through providing pedestrian crossings and shorten the crossing path.



Design and Operations

- Improved Traffic Flow – The improvement of operations measured by LOS and queue length.
- Driver Expectancy – A board measure of the driver’s understanding of the alternative.

Community

- Constructability – A board measure of the impact to the existing roadway network/operations and neighborhood impacts during construction.
- Business Accessibility – A board measure the ability to maintain two-way traffic and parking adjacent to businesses.

Financial

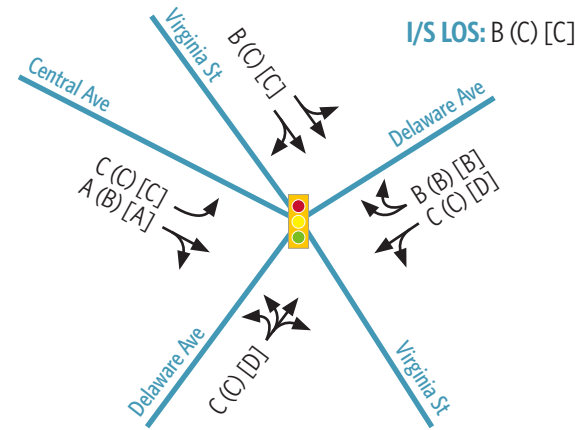
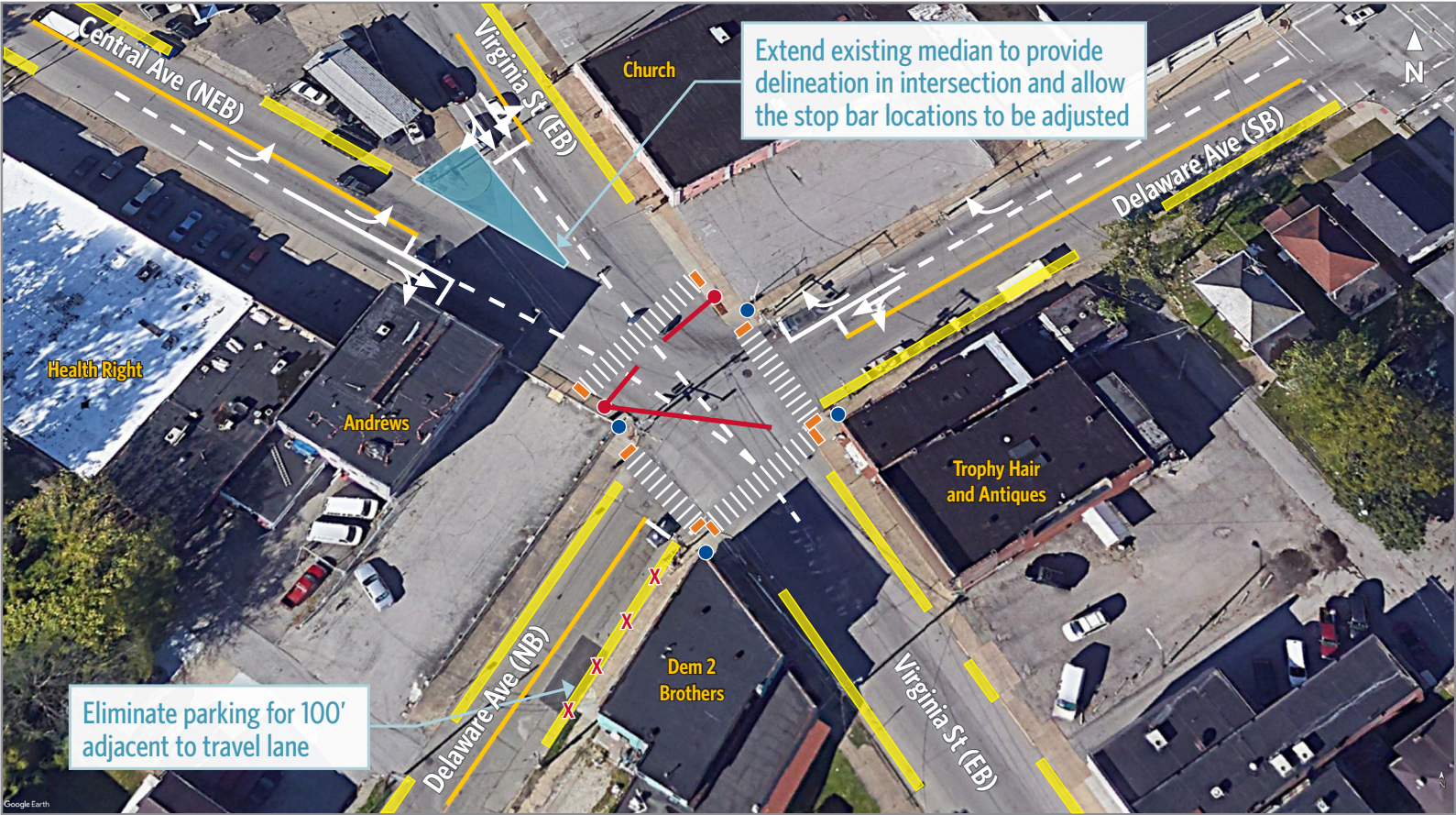
- Construction Costs – The planning level construction cost including right-of-way and utilities.
- Future Maintenance Costs – The anticipated level of future costs to maintain the facility.

Each factor was ranked as good, average, or poor and provided a score from 1 to 5 based on impacts with 1 being good and 5 being poor. A poor ranking indicates a high impact, cost, or does not satisfy the project goals. An average ranking indicates a moderate impact, cost, or satisfies the criteria. An average ranking also indicates no significant change in the category when compared to the existing condition. A good ranking indicates a low impact, cost, or generally satisfies the criteria.

Table 5-4: Alternatives Evaluation Matrix

Evaluation Considerations		Alternative		
		1B	1C	3
Safety	Reduction of Sideswipe Crashes	2	3	2
	Improved Pedestrian Safety	1	3	2
Design and Operations	Improved Traffic Flow	3	3	1
	Driver Expectancy	1	1	3
Community	Constructability	3	1	3
	Business Accessibility	1	1	4
Financial	Construction Costs	2	1	2
	Future Maintenance Costs	2	1	2
Score		15	14	19

1-2	Lowest likely impacts, addresses elements with good conformance to project goals, low construction/maintenance costs
3	Mid-range of impacts, addresses elements to somewhat conformance to project goals, medium construction/maintenance costs
4-5	High likely impacts, does not address elements or conform with project goals, high construction/maintenance costs

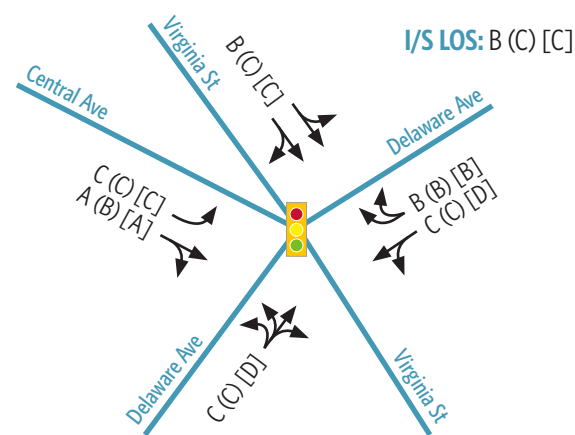
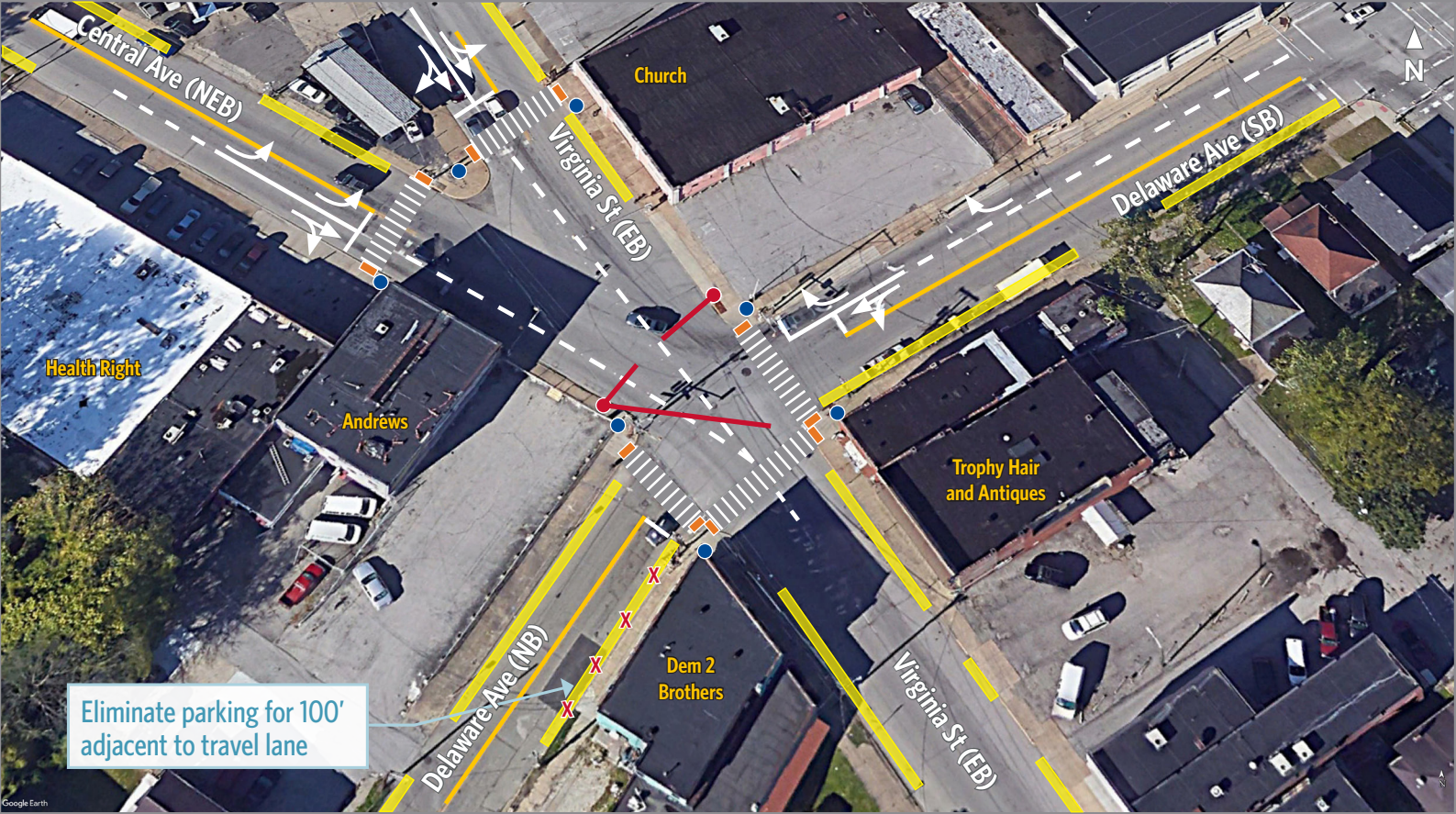


Signing Improvements:

1. No U-turn signing for Central Avenue and Virginia Street.
2. No Turn on Red signing for Virginia Street.
3. Update No Parking signing to coincide with added turn lanes.

Legend:

- Traffic Signal
- AM (Midday) [PM] Level of Service (LOS)
- Detectable Warning System (DWS)
- Traffic Signal Pole
- Pedestrian Signal Pole
- Curb Lane Parking Allowable

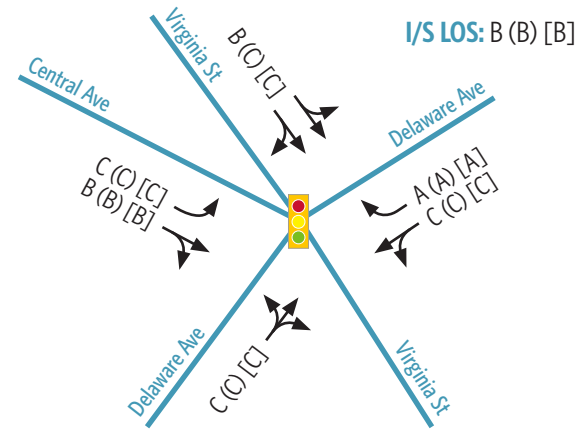
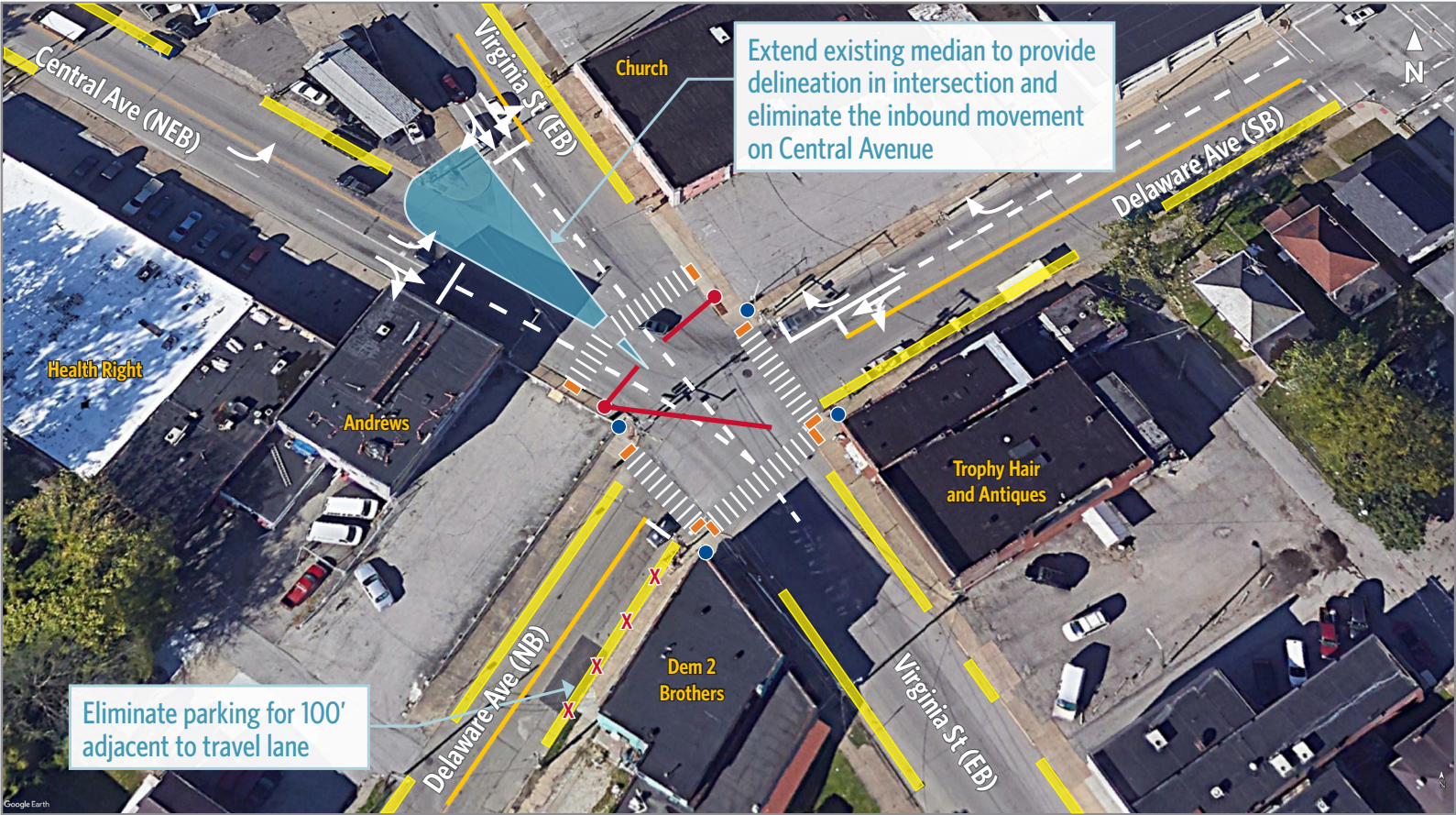


Signing Improvements:

1. No Turn on Red signing for Virginia Street.
2. Update No Parking signing to coincide with added turn lanes.

Legend:

- Traffic Signal
- X (X) [X] AM (Midday) [PM] Level of Service (LOS)
- Detectable Warning System (DWS)
- Traffic Signal Pole
- Pedestrian Signal Pole
- Curb Lane Parking Allowable



Signing Improvements:

1. No U-turn signing for Central Avenue and Virginia Street.
2. No Turn on Red signing for Virginia Street.
3. Update No Parking signing to coincide with added turn lanes.

Legend:

- Traffic Signal
- AM (Midday) [PM] Level of Service (LOS)
- Detectable Warning System (DWS)
- Traffic Signal Pole
- Pedestrian Signal Pole
- Curb Lane Parking Allowable



6 Conclusions and Recommendations

The purpose of this traffic operations and safety study was to evaluate current and future traffic conditions, identify potential deficiencies, and develop alternative improvements to enhance traffic flow and improve safety within the Virginia Street and Delaware Avenue intersection.

Recommendations were made to address safety throughout the study intersection and were included with each of the three alternatives. The three alternatives to address safety and operations are listed below:

- Alternative 1B –Modified Lane Configurations with Island
- Alternative 1C – Modified Lane Configurations
- Alternative 3 – Convert Central Avenue to One-way Out

Based on the alternative evaluation matrix, all three alternatives scored similarly, with the primary differences being construction cost and accessibility to existing businesses. From an operations perspective, all alternatives provide acceptable LOS in future with minimal delays and queueing.

The alternatives and their results were presented at the City's Planning and Streets Committee Meeting on February 28, 2022. At this meeting, the City Engineer's Office recommended Alternative 1B as their preferred alternative. The Committee agreed with this recommendation and noted the improvements could be combined as part of a streetscape project and coupled with on-going Main Street and public art efforts on the West Side. This presentation is provided in Appendix F for reference.



A

Intersection Photos



View, Delaware Avenue North Leg, Looking NB



View, Delaware Avenue North Leg, Looking NB



View, Delaware Avenue North Leg, Looking SB



View, Delaware Avenue North Leg, Looking NB



View, Virginia Street West Leg, Looking WB



View, Virginia Street West Leg, Looking WB



View, Virginia Street West Leg, Looking EB



View, Virginia Street West Leg, Looking EB



View, Central Avenue West Leg, Looking WB



View, Central Avenue West Leg, Looking WB



View, Central Avenue West Leg, Looking WB



View, Central Avenue West Leg, Looking EB



View, Delaware Avenue South Leg, Looking NB



View, Delaware Avenue South Leg, Looking WB



View, Delaware Avenue South Leg, Looking SB



View, Delaware Avenue South Leg, Looking NB



View, Virginia Street East Leg, Looking EB



View, Virginia Street East Leg, Looking SB



View, Virginia Street East Leg, Looking EB



View, Virginia Street East Leg, Looking EB



B

Traffic Data Analysis

(Trip Generation, Truck %, PHF,
Count Data, ADT Calcs)





Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject:Traffic Analysis
Task: Turning Movement Counts
Job #:322201

Computed by: SA Date:09/28/21
Checked by:MAS Date:09/29/21
Workbook: Five Point Intersection Volume.xlsx, Turning Count
Page: 1 of 1

Data collected: Thurs. 09/16/2021 to Fri. 09/17/2021
Five Corner Intersection

Overall Peak Hour

Peak Hour Total Volume

*NOTE: Turning movements reported INCLUDE heavy vehicles. The "Tr" column is a call-out of the heavy-vehicles used for truck % calcs, hence why "Total Veh" column does re-add the "Tr" values

Time	Virginia St (EB)								Delaware Ave (SB)								Delaware Ave (NB)								Central Ave (NEB)								Intersection Total
	L	T	R	RU	Tr	Bike	Ped	*Total Veh	L	T	R	RU	Tr	Bike	Ped	*Total Veh	L	LU	T	R	Tr	Bike	Ped	*Total Veh	L	LU	T	R	Tr	Bike	Ped	*Total Veh	
Thurs AM PH Total	16	148	1	0	1	3	9	165	14	12	64	32	3	0	0	122	8	4	12	7	0	0	0	31	16	0	90	5	2	3	7	111	429
7:00 AM	1	21	0	0	1	0	0	22	0	5	9	4	0	0	0	18	3	0	1	0	0	0	0	4	7	0	9	0	0	0	0	16	60
7:15 AM	3	17	1	0	2	0	0	21	1	1	14	3	0	0	0	19	1	0	2	2	0	0	0	5	6	0	16	1	0	0	0	23	68
7:30 AM	1	39	4	0	1	0	1	44	2	5	19	3	0	0	0	29	2	0	2	0	0	0	1	4	6	0	8	0	0	0	0	14	91
7:45 AM	5	43	0	0	0	0	3	48	4	3	15	9	1	0	0	31	0	1	5	1	0	0	0	7	3	0	21	1	0	0	1	25	111
8:00 AM	3	34	0	0	1	0	3	37	3	5	14	8	0	0	0	30	3	1	2	1	0	0	0	7	7	0	20	1	0	0	3	28	102
8:15 AM	2	34	0	0	0	1	0	36	3	1	19	7	1	0	0	30	3	1	1	1	0	0	0	6	3	0	29	1	1	1	0	33	105
8:30 AM	6	37	1	0	0	2	3	44	4	3	16	8	1	0	0	31	2	1	4	4	0	0	0	11	3	0	20	2	1	2	3	25	111
8:45 AM	3	34	1	0	0	1	1	38	5	0	11	3	0	0	2	19	0	0	2	0	0	0	1	2	3	0	27	1	0	1	2	31	90
Thurs PM PH Total	28	149	4	2	0	5	18	183	33	17	155	45	2	0	1	250	15	1	25	14	0	1	5	55	42	1	103	2	1	6	18	148	636
3:00 PM	3	46	0	1	0	1	3	50	6	3	18	11	0	1	0	38	4	1	4	1	0	0	1	10	3	1	30	0	0	1	3	34	132
3:15 PM	2	37	0	0	0	0	2	39	6	3	23	8	0	0	0	40	4	0	2	1	0	0	1	7	6	1	28	1	1	0	1	36	122
3:30 PM	3	44	1	0	0	0	3	48	6	1	30	11	0	0	0	48	4	0	3	3	0	0	3	10	14	0	15	0	0	0	2	29	135
3:45 PM	5	43	1	0	0	1	5	49	1	1	28	8	1	0	2	38	2	0	5	2	0	1	1	9	5	0	24	1	0	1	5	30	126
4:00 PM	11	39	0	0	0	2	6	50	7	5	41	8	0	0	0	61	1	0	8	5	0	0	0	14	13	0	23	1	0	2	6	37	162
4:15 PM	6	30	0	1	0	2	7	37	9	4	42	10	2	0	1	65	5	0	9	3	0	0	2	17	6	0	28	0	0	2	5	34	153
4:30 PM	10	43	1	1	0	0	4	55	3	3	41	17	0	0	0	64	8	0	5	3	0	0	1	16	11	0	30	1	1	0	4	42	177
4:45 PM	1	37	3	0	0	1	1	41	14	5	31	10	0	0	0	60	1	1	3	3	0	1	2	8	12	1	22	0	0	2	3	35	144
5:00 PM	5	30	1	0	0	2	3	36	12	4	34	11	0	1	0	61	6	0	6	1	0	0	1	13	9	0	25	0	0	2	3	34	144
5:15 PM	2	29	2	0	0	2	0	33	8	8	33	6	0	0	0	55	3	0	7	1	0	1	0	11	4	0	14	0	0	2	0	18	117
5:30 PM	3	15	2	0	0	0	14	20	6	3	28	7	0	0	2	44	2	0	7	2	0	0	0	11	8	0	18	1	0	0	14	27	102
5:45 PM	7	20	1	0	0	2	6	28	6	3	33	2	0	0	0	44	1	0	6	1	0	0	0	8	10	1	25	1	0	2	5	37	117
Friday Mid-day PH Total	12	174	2	3	7	1	24	191	30	12	123	32	1	0	4	197	9	3	14	9	0	1	4	35	30	0	123	5	2	1	25	158	581
10:00 AM	1	36	0	0	0	0	2	37	5	3	15	9	0	0	0	32	3	0	2	1	0	0	4	6	4	0	24	0	1	0	2	28	103
10:15 AM	0	31	0	0	1	1	9	31	3	5	31	14	0	0	2	53	3	0	6	2	0	0	5	11	6	1	17	0	2	0	9	24	119
10:30 AM	4	40	1	2	2	0	4	47	4	3	35	9	0	0	0	51	1	0	1	5	0	0	0	7	9	0	24	0	0	0	4	33	138
10:45 AM	5	20	1	1	0	1	3	27	3	3	20	10	0	0	0	36	1	0	1	0	0	0	0	2	8	0	23	0	0	1	3	31	96
11:00 AM	4	32	1	0	1	0	3	37	7	4	15	5	0	0	0	31	2	0	9	2	1	0	6	13	8	0	24	1	1	0	4	33	114
11:15 AM	2	26	0	1	1	0	2	29	7	3	22	10	2	0	0	42	1	0	1	3	0	0	12	5	6	0	24	2	0	0	4	32	108
11:30 AM	4	43	3	1	1	0	4	51	9	7	17	9	1	0	0	42	2	1	3	3	0	0	4	9	4	0	24	0	0	0	4	28	130
11:45 AM	4	36	0	0	0	0	2	40	13	8	26	11	1	0	0	58	4	2	7	3	0	1	0	16	7	0	26	1	2	1	2	34	148
12:00 PM	7	30	1	1	0	0	3	39	14	3	34	6	0	0	0	57	3	0	1	1	0	2	5	5	6	1	32	0	1	0	3	39	140
12:15 PM	6	31	0	1	0	1	2	38	7	1	21	12	0	0	0	41	1	2	1	2	0	0	0	6	8	1	22	1	0	1	2	32	117
12:30 PM	2	45	1	1	2	0	8	49	6	5	38	7	0	0	2	56	4	1	4	1	0	0	2	10	7	0	18	0	2	0	8	25	140
12:45 PM	3	45	0	1	2	1	3	49	7	2	30	8	0	0	2	47	2	1	1	4	0	1	0	8	4	0	33	0	0	1	3	37	141
1:00 PM	5	36	0	0	1	0	5	41	10	1	30	12	1	0	0	53	1	1	7	2	0	0	2	11	6	0	33	3	0	0	6	42	147
1:15 PM	2	48	1	1	2	0	8	52	7	4	25	5	0	0	0	41	2	0	2	2	0	0	0	6	13	0	39	2	0	0	8	54	153
1:30 PM	2	26	1	3	0	0	5	32	9	5	19	9	2	0	1	42	2	0	8	3	1	0	2	13	7	1	31	0	1	0	5	39	126
1:45 PM	3	35	0	1	0	0	6	39	12	5	28	11	0	0	2	56	1	0	1	6	0	0	0	8	5	0	18	1	0	0	6	24	127



Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Traffic Analysis
Task: PHF Determination
Job #: 322201

Computed by: SA Date: 09/28/21
Checked by: MAS Date: 09/29/21
Workbook: Five Point Intersection Volume.xlsx, PHF
Page: 1 of 1

Data collected: Thurs. 09/16/2021 to Fri. 09/17/2021

	Virginia St and Delaware Ave (Five Corners) Intersection	
Time	15-min Volume	Hourly Volume
Thursday AM		
7:00 AM	60	330
7:15 AM	68	372
7:30 AM	91	409
7:45 AM	111	429
8:00 AM	102	408
8:15 AM	105	
8:30 AM	111	
8:45 AM	90	
Thursday PM		
3:00 PM	132	515
3:15 PM	122	545
3:30 PM	135	576
3:45 PM	126	618
4:00 PM	162	636
4:15 PM	153	618
4:30 PM	177	582
4:45 PM	144	507
5:00 PM	144	480
5:15 PM	117	
5:30 PM	102	
5:45 PM	117	
Friday Mid-day		
10:00 AM	103	456
10:15 AM	119	467
10:30 AM	138	456
10:45 AM	96	448
11:00 AM	114	500
11:15 AM	108	526
11:30 AM	130	535
11:45 AM	148	545
12:00 PM	140	538
12:15 PM	117	545
12:30 PM	140	581
12:45 PM	141	567
1:00 PM	147	553
1:15 PM	153	
1:30 PM	126	
1:45 PM	127	

$$PHF = \frac{\text{Total Hourly Vol}}{4 \times \text{Peak 15 min Vol}}$$

Peak Hour Factor Summary			
	Thurs. AM	Thurs. PM	Fri. Mid
IS #1	0.97	0.90	0.95

 Overall Peak Hour



Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Traffic Analysis
Task: Truck % Determination
Job #: 322201

Computed by: SA Date: 09/28/21
Checked by: MAS Date: 09/29/21
Workbook: Five Point Intersection Volume.xlsx, Truck %
Page: 1 of 1

Recommended PH Truck %			
Approach Legs	Thurs. AM	Thurs. PM	Fri. Mid
Virginia St (EB)	1.00%	0.00%	4.00%
Delaware Ave (SB)	2.00%	1.00%	1.00%
Delaware Ave (NB)	0.00%	0.00%	0.00%
Central Ave (NEB)	2.00%	1.00%	1.00%

*Recommendations based on calculations below and comparison representation along the approach leg:

Virginia St and Delaware Ave (Five Corners) Intersection

Thurs. AM PH	Virginia St (EB)		Delaware Ave (SB)		Delaware Ave (NB)		Central Ave (NEB)	
	Total	Trucks	Total	Trucks	Total	Trucks	Total	Trucks
7:45 AM	48	0	31	1	7	0	25	0
8:00 AM	37	1	30	0	7	0	28	0
8:15 AM	36	0	30	1	6	0	33	1
8:30 AM	44	0	31	1	11	0	25	1
Sub-Total	165	1	122	3	31	0	111	2
Truck %	0.61%		2.46%		0.00%		1.80%	
PHF	0.86		0.98		0.70		0.84	

I/S
1.4%

Fri. Mid-Day PH	Virginia St (EB)		Delaware Ave (SB)		Delaware Ave (NB)		Central Ave (NEB)	
	Total	Trucks	Total	Trucks	Total	Trucks	Total	Trucks
12:30 PM	49	2	56	0	10	0	25	2
12:45 PM	49	2	47	0	8	0	37	0
1:00 PM	41	1	53	1	11	0	42	0
1:15 PM	52	2	41	0	6	0	54	0
Sub-Total	191	7	197	1	35	0	158	2
Truck %	3.66%		0.51%		0.00%		1.27%	
PHF	0.92		0.88		0.80		0.73	

I/S
1.7%

Thurs. PM PH	Virginia St (EB)		Delaware Ave (SB)		Delaware Ave (NB)		Central Ave (NEB)	
	Total	Trucks	Total	Trucks	Total	Trucks	Total	Trucks
4:00 PM	50	0	61	0	14	0	37	0
4:15 PM	37	0	65	2	17	0	34	0
4:30 PM	55	0	64	0	16	0	42	1
4:45 PM	41	0	60	0	8	0	35	0
Sub-Total	183	0	250	2	55	0	148	1
Truck %	0.00%		0.80%		0.00%		0.68%	
PHF	0.83		0.96		0.81		0.88	

I/S
0.5%



Project: Virginia St-Delaware Ave (Five corners)
Intersection Traffic Study
Subject: Future Volume
Task: Trip Generation
Job #: 322201

Computed by: SA Date:12/3/2021
Checked by: ABS Date:12/3/2021
Workbook: Trip Generation.xlsx, Dollar General
Page: 1 of 1

Source: ITE Trip Generation, 10th Edition

Dollar General

Land Use 815 - Free-Standing Discount Store

Number of 1000 Sq. Ft. GFA = 9

Store Size = 9000 Sq. Ft.

Avg Vehicle Trip Ends vs. 1000 Sq. Ft. GFA

Weekday, AM Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.

DD In 69%

DD Out 31%

Average Rate: 1.17

Total Trips = 1.17 X 9 = 11 trip ends

In = 69% X 11 = 8 trips entering

Out = 31% X 11 = 3 trips exiting

Equation: None given

Weekday, PM Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. (Same for Mid-Peak)

DD In 50%

DD Out 50%

Average Rate: 4.83

Total Trips = 4.83 X 9 = 43 trip ends

In = 50% X 43 = 22 trips entering

Out = 50% X 43 = 22 trips exiting

Equation: None given

Pass-by Trip Reduction

Average Pass-by Trip Reduction = 17%

AM Peak after Reduction

In = 83% X 8 = 7 trips entering

Out = 83% X 3 = 2 trips exiting

PM/Mid Peak after Reduction

In = 83% X 22 = 18 trips entering

Out = 83% X 22 = 18 trips exiting



B

Traffic Data Analysis (Saturation Flow Rate)





Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Volume Calculations
Task: Traffic Analyses
Job #:322201

Computed by: SA Date:10/04/21
Checked by:ABS Date:10/06/21
Workbook: Saturation Flow Study.xls, AM Peak
Page: 1 of 3

Source: Manual for Transportation Engineering Studies, ITE, 2000

$$Headway_i = \frac{T_n - T_4}{n - 4}$$

$$SaturationFlow = \frac{3600}{Average Headway}$$

Location: Virginia St-Delaware Ave (Five Corners) Intersection
Direction: Virginia St (EB)
Date: Friday, October 1st, 2021: AM Peak (7:45 - 8:45)

Note, could not calculate due to insufficient queue lengths and traffic progression.

Cycle	T ₄	n	T _n	Headway (sec)	Saturation Flow Rate (vh/hr/ln)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Average					



Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Volume Calculations
Task: Traffic Analyses
Job #:322201

Computed by: SA Date:10/04/21
Checked by:ABS Date:10/06/21
Workbook: Saturation Flow Study.xls, PM Peak
Page: 2 of 3

Source: Manual for Transportation Engineering Studies, ITE, 2000

$$Headway_i = \frac{T_n - T_4}{n - 4}$$

$$SaturationFlow = \frac{3600}{Average Headway}$$

Location: Virginia St-Delaware Ave (Five Corners) Intersection
Direction: Virginia St (EB)
Date: Friday, October 1st, 2021: PM Peak (4:00 - 5:00)

Note, could not calculate due to insufficient queue lengths and traffic progression.

Cycle	T_4	n	T_n	Headway (sec)	Saturation Flow Rate (vh/hr/ln)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Average					



Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Volume Calculations
Task: Traffic Analyses
Job #:322201

Computed by: SA Date:10/04/21
Checked by:ABS Date:10/06/21
Workbook: Saturation Flow Study.xls, MID Peak
Page: 3 of 3

Source: Manual for Transportation Engineering Studies, ITE, 2000

$$Headway_i = \frac{T_n - T_4}{n - 4}$$

$$SaturationFlow = \frac{3600}{Average Headway}$$

Location: Virginia St-Delaware Ave (Five Corners) Intersection
Direction: Virginia St (EB)
Date: Friday, October 1st, 2021: MID Peak (12:30 - 1:30)

Cycle	T ₄	n	T _n	Headway (sec)	Saturation Flow Rate (vh/hr/ln)
1	11.42	7	20.28	2.95	1,220
2	14.84	7	22.77	2.64	1,364
3	8.63	7	20.41	3.93	916
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Average				3.17	1,167

Recommendation for Saturation Flow Analysis:

Due to minimal queuing and inability to obtain a complete sample, it is recommended that a Saturation Flow Rate of 1,400 vh/hr/ln is utilized for all analyses. This is consistent with data collected by HDR throughout the state and representative of WV drivers.



B

Traffic Data Analysis

(Crash Analysis)





Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Traffic Analysis
Task: Crash Analysis
Job #: 322201

Computed by: SA Date: 10/04/21
Checked by: ABS Date: 10/06/21
Workbook: COC_5 Point_Crash Analysis.xlsx, ADTs
Page: 1 of 3

The intersection ADTs (entering vehicles) were calculated by assuming the K factor was equal to 0.1 for this project. Therefore, the ADT of entering traffic at the intersection was determined using the following formula:

$$V = ADT = \frac{PHV}{K}$$

Where: PHV = Peak Hour Volume (Thursday, 4:00-5:00, 2021)
ADT = Average Daily Traffic
K = Factor relating PHV to ADT

Assuming k = 0.1

	PHV (vph)					ADT (vpd)
	Virginia St (EB)	Delaware Ave (SB)	Delaware Ave (NB)	Central Ave (NEB)	Total	
I/S #1	183	250	55	148	636	6360



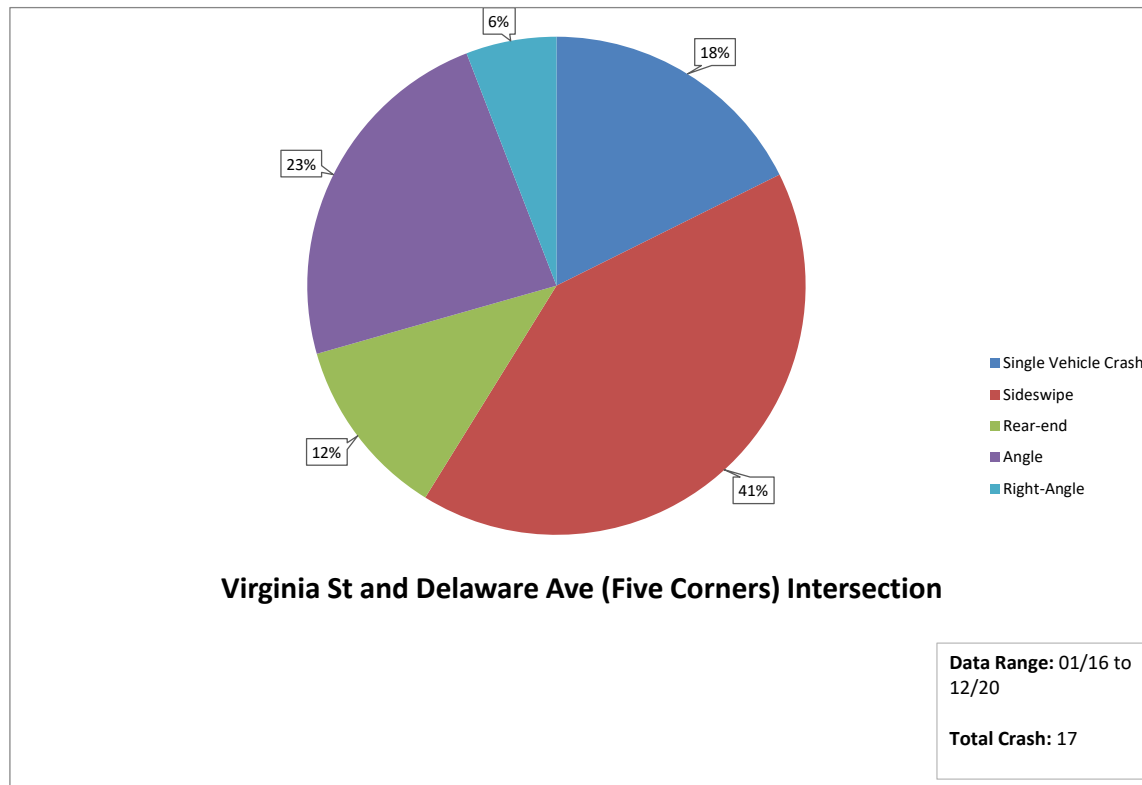
Project: Virginia St-Delaware Ave (Five Corners)
 Intersection Traffic Study
 Subject: Traffic Analysis
 Task: Crash Analysis
 Job #: 322201

Computed by: SA Date: 10/04/21
 Checked by: ABS Date: 10/06/21
 Workbook: COC_5 Point_Crash Analysis.xlsx, Graph
 Page: 2 of 3

	Single Vehicle Crash	Sideswipe	Rear-end	Rear-to-rear	Head-on	Angle	Left-turn	Right-turn	Right-Angle	Total	Crash Rate (MEV)
Virginia St and Delaware Ave (Five Corners) Intersection	3	7	2	0	0	4	0	0	1	17	1.46
% By Type	18.0%	41.0%	12.0%	0.0%	0.0%	24.0%	0.0%	0.0%	6.0%		

2021
ADT

6,360





Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject:Traffic Analysis
Task: Crash Analysis
Job #:322201

Computed by: SA Date:10/04/21
Checked by:ABS Date:10/06/21
Workbook: COC_5 Point_Crash Analysis.xlsx, IS #1
Page: 3 of 3

Virginia St and Delaware Ave (Five Corners) Intersection

Crash ID	CRN	At I/S?	Date	Time	Type	Injuries	Fatalities	Lighting	Bikes/Pedestrians	Surface
1	R201604795	Yes	2/23/2016	15:55	Sideswipe, Same Direction	0	0	Daylight	No	Dry
2	R201607282	Yes	3/18/2016	14:30	Sideswipe, Same Direction	0	0	Daylight	No	Dry
3	R201616448	Yes	6/27/2016	14:15	Angle (Front to Side) Same Direction	0	0	Daylight	No	Dry
4	R201628303	Yes	10/15/2016	10:36	Sideswipe, Same Direction	0	0	Daylight	No	Dry
5	R201631402	Yes	11/15/2016	23:10	Angle - Direction Not Specified	0	0	Dark - Lighted	No	Dry
6	R201633087	Yes	12/1/2016	18:43	Right Angle	0	0	Dark - Lighted	No	Dry
7	R201701769	Yes	1/26/2017	16:10	Single Vehicle Crash	1	0	Daylight	Yes	Dry
8	R201730495	Yes	11/2/2017	18:10	Single Vehicle Crash	1	0	Daylight	Yes	Dry
9	R201734054	Yes	12/16/2017	16:30	Rear End	3	0	Daylight	No	Dry
10	R201804433	Yes	2/20/2018	12:10	Single Vehicle Crash	0	0	Daylight	No	Dry
11	R201805765	Yes	3/5/2018	12:00	Sideswipe, Same Direction	0	0	Daylight	No	Dry
12	R201806695	Yes	3/15/2018	13:25	Angle - Direction Not Specified	0	0	Daylight	No	Dry
13	R201829656	Yes	10/25/2018	8:25	Sideswipe, Same Direction	0	0	Daylight	No	Dry
14	R201835823	Yes	12/22/2018	13:00	Angle (Front to Side) Opp. Direction	0	0	Daylight	No	Dry
15	R201926413	Yes	10/8/2019	16:50	Sideswipe, Same Direction	0	0	Daylight	No	Wet
16	R201928946	Yes	10/31/2019	11:46	Rear End	0	0	Daylight	No	Wet
17	R202016261	Yes	8/2/2020	19:45	Sideswipe, Same Direction	0	0	Daylight	No	Dry

Virginia St and Delaware Ave (Five Corners) Intersection

Statistic	Total
Total Crashes =	17
Total Crashes w/ Injuries =	3
Total Crashes w/ Fatalities =	0
Total Crashes w/ Pedestrians/Bikes =	2
Single Veh. Crash =	3
Sideswipe =	7
Rear End =	2
Rear-to-Rear =	0
Head-on =	0
Angle =	4
Left-turn =	0
Right-turn =	0
Right Angle =	1
Dawn =	0
Daylight =	15
Dusk =	0
Dark-not lighted =	0
Dark-lighted =	2
Dry =	15
Wet =	2
Snow =	0
Ice =	0



C

Capacity Analysis

(2021 Existing Analysis)

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Lane Configurations														
Traffic Volume (vph)	16	148	1	4	8	12	7	14	12	64	32	16	90	5
Future Volume (vph)	16	148	1	4	8	12	7	14	12	64	32	16	90	5
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	8	8	8	8	10	10	10	10	10	10	10
Grade (%)		0%				0%			0%			0%		
Storage Length (ft)	0		158		0		0	0		0		0	181	
Storage Lanes	0		1		0		0	0		1		1	1	
Taper Length (ft)	25				25			25				25		
Lane Util. Factor	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00
Ped Bike Factor						0.99			1.00	0.97				
Frt		0.999				0.970				0.850		0.891	0.850	
Flt Protected		0.995				0.981			0.974			0.986		
Satd. Flow (prot)	0	2199	0	0	0	932	0	0	1123	960	0	1013	909	0
Flt Permitted		0.995				0.862			0.815			0.986		
Satd. Flow (perm)	0	2199	0	0	0	811	0	0	939	928	0	1013	909	0
Right Turn on Red							No				No			Yes
Satd. Flow (RTOR)													109	
Link Speed (mph)		30				25			30			30		
Link Distance (ft)		686				464			409			679		
Travel Time (s)		15.6				12.7			9.3			15.4		
Confl. Peds. (#/hr)				5	7		2	2		5	7			
Confl. Bikes (#/hr)							3			3	3			
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	0%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	5	0	0	6	0
Parking (#/hr)						0								
Mid-Block Traffic (%)		0%				0%			0%			0%		
Adj. Flow (vph)	16	153	1	4	8	12	7	14	12	66	33	16	93	5
Shared Lane Traffic (%)													45%	
Lane Group Flow (vph)	0	170	0	0	0	31	0	0	26	99	0	58	56	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Left	Right	Left	Left	Right	Right	Left	Right	Right

Five Corner Intersection_2021 AM Peak Base
HDR

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Median Width(ft)		0				0			0			10		
Link Offset(ft)		0				60			-50			0		
Crosswalk Width(ft)		6				6			6			6		
Two way Left Turn Lane														
Headway Factor	1.80	1.80	1.80	1.96	1.96	2.21	1.96	1.80	1.80	1.84	1.80	1.80	1.85	1.80
Turning Speed (mph)	9		9	9	9		9	9		9	9	9	30	9
Turn Type	Split	NA		Perm	Perm	NA		Perm	NA	pm+ov		Prot	Prot	
Protected Phases	2	2				4			4	3		3	3	
Permitted Phases				4	4			4		4				
Detector Phase	2	2		4	4	4		4	4	3		3	3	
Switch Phase														
Minimum Initial (s)	10.0	10.0		10.0	10.0	10.0		10.0	10.0	10.0		10.0	10.0	
Minimum Split (s)	30.0	30.0		30.0	30.0	30.0		30.0	30.0	25.0		25.0	25.0	
Total Split (s)	35.0	35.0		35.0	35.0	35.0		35.0	35.0	40.0		40.0	40.0	
Total Split (%)	31.8%	31.8%		31.8%	31.8%	31.8%		31.8%	31.8%	36.4%		36.4%	36.4%	
Maximum Green (s)	28.0	28.0		28.0	28.0	28.0		28.0	28.0	35.0		35.0	35.0	
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	3.0	3.0		3.0	3.0	3.0		3.0	3.0	1.0		1.0	1.0	
Lost Time Adjust (s)		0.0				0.0			0.0	0.0		0.0	0.0	
Total Lost Time (s)		7.0				7.0			7.0	5.0		5.0	5.0	
Lead/Lag				Lag	Lag	Lag		Lag	Lag	Lead		Lead	Lead	
Lead-Lag Optimize?														
Vehicle Extension (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	
Minimum Gap (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	
Time Before Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Recall Mode	Max	Max		None	None	None		None	None	None		None	None	
Walk Time (s)														
Flash Dont Walk (s)														
Pedestrian Calls (#/hr)														
Act Effct Green (s)		34.4				11.1			11.1	19.0		11.8	11.8	
Actuated g/C Ratio		0.55				0.18			0.18	0.30		0.19	0.19	
v/c Ratio		0.14				0.22			0.16	0.35		0.31	0.22	
Control Delay		13.5				30.4			28.6	17.0		29.9	3.0	

Five Corner Intersection_2021 AM Peak Base
HDR

Synchro 10 Report
Page 2

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Queue Delay		0.0				0.0			0.0	0.0		0.0	0.0	
Total Delay		13.5				30.4			28.6	17.0		29.9	3.0	
LOS		B				C			C	B		C	A	
Approach Delay		13.5				30.4			19.4			16.7		
Approach LOS		B				C			B			B		
Queue Length 50th (ft)		23				12			10	26		22	0	
Queue Length 95th (ft)		50				37			32	56		56	7	
Internal Link Dist (ft)		606				384			329			599		
Turn Bay Length (ft)													181	
Base Capacity (vph)		1203				372			431	553		581	568	
Starvation Cap Reductn		0				0			0	0		0	0	
Spillback Cap Reductn		0				0			0	0		0	0	
Storage Cap Reductn		0				0			0	0		0	0	
Reduced v/c Ratio		0.14				0.08			0.06	0.18		0.10	0.10	

Intersection Summary

Area Type: CBD

Cycle Length: 110

Actuated Cycle Length: 62.9

Natural Cycle: 85

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.35

Intersection Signal Delay: 17.2

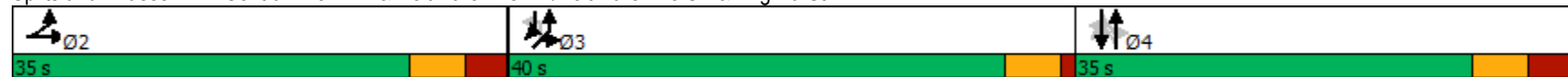
Intersection LOS: B

Intersection Capacity Utilization 42.0%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB



Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

															
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Lane Configurations															
Traffic Volume (vph)	12	174	2	3	3	9	14	9	30	12	123	32	30	123	5
Future Volume (vph)	12	174	2	3	3	9	14	9	30	12	123	32	30	123	5
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	10	8	8	8	8	10	10	10	10	10	10	10
Grade (%)		0%					0%			0%			0%		
Storage Length (ft)	0		158			0		0	0		0		0	181	
Storage Lanes	0		1			0		0	0		1		1	1	
Taper Length (ft)	25					25			25				25		
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00
Ped Bike Factor		1.00					0.97				0.99	0.95		1.00	
Frt		0.996					0.966				0.850		0.906	0.850	
Flt Protected		0.997					0.984				0.966		0.982		
Satd. Flow (prot)	0	2132	0	0	0	0	929	0	0	1125	974	0	1036	929	0
Flt Permitted		0.997					0.871				0.766		0.982		
Satd. Flow (perm)	0	2131	0	0	0	0	806	0	0	886	927	0	1034	929	0
Right Turn on Red				Yes				No				No			Yes
Satd. Flow (RTOR)		1												109	
Link Speed (mph)		30					25			30			30		
Link Distance (ft)		686					464			409			679		
Travel Time (s)		15.6					12.7			9.3			15.4		
Confl. Peds. (#/hr)	4		4		16	16		8	8		16	16	4		4
Confl. Bikes (#/hr)			1					1			1	1			1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	4%	4%	4%	4%	0%	0%	0%	0%	1%	1%	1%	1%	1%	1%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	4	0	0	3	0
Parking (#/hr)							0								
Mid-Block Traffic (%)		0%					0%			0%			0%		
Adj. Flow (vph)	13	183	2	3	3	9	15	9	32	13	129	34	32	129	5
Shared Lane Traffic (%)														41%	
Lane Group Flow (vph)	0	201	0	0	0	0	36	0	0	45	163	0	85	81	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Right	Left	Left	Left	Right	Left	Left	Right	Right	Left	Right	Right

Five Corner Intersection_2021 MID Peak Base
HDR

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

															
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Median Width(ft)		0					0			0			10		
Link Offset(ft)		0					60			-50			0		
Crosswalk Width(ft)		6					6			6			6		
Two way Left Turn Lane															
Headway Factor	1.80	1.80	1.80	1.80	1.96	1.96	2.21	1.96	1.80	1.80	1.83	1.80	1.80	1.83	1.80
Turning Speed (mph)	9		9	9	9	9		9	9		9	9	9	30	9
Turn Type	Split	NA			Perm	Perm	NA		Perm	NA	pm+ov		Prot	Prot	
Protected Phases	2	2					4			4	3		3	3	
Permitted Phases					4	4			4		4				
Detector Phase	2	2			4	4	4		4	4	3		3	3	
Switch Phase															
Minimum Initial (s)	10.0	10.0			10.0	10.0	10.0		10.0	10.0	10.0		10.0	10.0	
Minimum Split (s)	30.0	30.0			30.0	30.0	30.0		30.0	30.0	25.0		25.0	25.0	
Total Split (s)	35.0	35.0			35.0	35.0	35.0		35.0	35.0	40.0		40.0	40.0	
Total Split (%)	31.8%	31.8%			31.8%	31.8%	31.8%		31.8%	31.8%	36.4%		36.4%	36.4%	
Maximum Green (s)	28.0	28.0			28.0	28.0	28.0		28.0	28.0	35.0		35.0	35.0	
Yellow Time (s)	4.0	4.0			4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	3.0	3.0			3.0	3.0	3.0		3.0	3.0	1.0		1.0	1.0	
Lost Time Adjust (s)		0.0					0.0			0.0	0.0		0.0	0.0	
Total Lost Time (s)		7.0					7.0			7.0	5.0		5.0	5.0	
Lead/Lag					Lag	Lag	Lag		Lag	Lag	Lead		Lead	Lead	
Lead-Lag Optimize?															
Vehicle Extension (s)	5.0	5.0			5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	
Minimum Gap (s)	5.0	5.0			5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	
Time Before Reduce (s)	0.0	0.0			0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	0.0			0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Recall Mode	Max	Max			None	None	None		None	None	None		None	None	
Walk Time (s)															
Flash Dont Walk (s)															
Pedestrian Calls (#/hr)															
Act Effct Green (s)		28.9					11.8			11.8	25.4		14.9	14.9	
Actuated g/C Ratio		0.41					0.17			0.17	0.36		0.21	0.21	
v/c Ratio		0.23					0.27			0.30	0.47		0.39	0.29	
Control Delay		17.7					34.3			34.8	18.2		31.3	5.7	

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

															
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Queue Delay		0.0					0.0			0.0	0.0		0.0	0.0	
Total Delay		17.7					34.3			34.8	18.2		31.3	5.7	
LOS		B					C			C	B		C	A	
Approach Delay		17.7					34.3			21.8			18.8		
Approach LOS		B					C			C			B		
Queue Length 50th (ft)		31					15			18	46		33	0	
Queue Length 95th (ft)		68					45			52	88		78	22	
Internal Link Dist (ft)		606					384			329			599		
Turn Bay Length (ft)														181	
Base Capacity (vph)		875					330			363	522		531	529	
Starvation Cap Reductn		0					0			0	0		0	0	
Spillback Cap Reductn		0					0			0	0		0	0	
Storage Cap Reductn		0					0			0	0		0	0	
Reduced v/c Ratio		0.23					0.11			0.12	0.31		0.16	0.15	

Intersection Summary

Area Type: CBD

Cycle Length: 110

Actuated Cycle Length: 70.4

Natural Cycle: 85

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.47

Intersection Signal Delay: 20.4

Intersection LOS: C

Intersection Capacity Utilization 48.6%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB



Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

																
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL2	NEL	NER	NER2
Lane Configurations																
Traffic Volume (vph)	28	149	4	2	1	15	25	14	33	17	155	45	1	42	103	2
Future Volume (vph)	28	149	4	2	1	15	25	14	33	17	155	45	1	42	103	2
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	10	8	8	8	8	10	10	10	10	10	10	10	10
Grade (%)		0%					0%			0%				0%		
Storage Length (ft)	0		158			0		0	0		0			0	181	
Storage Lanes	0		1			0		0	0		1			1	1	
Taper Length (ft)	25					25			25					25		
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00
Ped Bike Factor		1.00					0.98			1.00	0.96			1.00		
Frt		0.996					0.965				0.850			0.940	0.850	
Flt Protected		0.992					0.986			0.968				0.971		
Satd. Flow (prot)	0	2206	0	0	0	0	930	0	0	1127	978	0	0	1063	933	0
Flt Permitted		0.992					0.882			0.763				0.997		
Satd. Flow (perm)	0	2205	0	0	0	0	821	0	0	885	934	0	0	1090	933	0
Right Turn on Red				Yes				No				No				Yes
Satd. Flow (RTOR)		1													109	
Link Speed (mph)		30					25			30				30		
Link Distance (ft)		686					464			409				679		
Travel Time (s)		15.6					12.7			9.3				15.4		
Confl. Peds. (#/hr)	1		5		12	12		6	6		12	12		1		5
Confl. Bikes (#/hr)			1					3			3	3				1
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0
Parking (#/hr)							0									
Mid-Block Traffic (%)		0%					0%			0%				0%		
Adj. Flow (vph)	31	166	4	2	1	17	28	16	37	19	172	50	1	47	114	2
Shared Lane Traffic (%)															28%	
Lane Group Flow (vph)	0	203	0	0	0	0	62	0	0	56	222	0	0	80	84	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Right	Left	Left	Left	Right	Left	Left	Right	Right	Left	Left	Right	Right
Median Width(ft)		0					0			0				10		
Link Offset(ft)		0					60			-50				0		
Crosswalk Width(ft)		6					6			6				6		

Five Corner Intersection_2021 PM Peak Base
HDR

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

																
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL2	NEL	NER	NER2
Two way Left Turn Lane																
Headway Factor	1.80	1.80	1.80	1.80	1.96	1.96	2.21	1.96	1.80	1.80	1.83	1.80	1.80	1.80	1.82	1.80
Turning Speed (mph)	9		9	9	9	9		9	9		9	9	9	9	30	9
Turn Type	Split	NA			Perm	Perm	NA		Perm	NA	pm+ov		D.Pm	Prot	Prot	
Protected Phases	2	2					4			4	3			3	3	
Permitted Phases					4	4			4		4		3			
Detector Phase	2	2			4	4	4		4	4	3		3	3	3	
Switch Phase																
Minimum Initial (s)	10.0	10.0			10.0	10.0	10.0		10.0	10.0	10.0		10.0	10.0	10.0	
Minimum Split (s)	30.0	30.0			30.0	30.0	30.0		30.0	30.0	25.0		25.0	25.0	25.0	
Total Split (s)	35.0	35.0			35.0	35.0	35.0		35.0	35.0	40.0		40.0	40.0	40.0	
Total Split (%)	31.8%	31.8%			31.8%	31.8%	31.8%		31.8%	31.8%	36.4%		36.4%	36.4%	36.4%	
Maximum Green (s)	28.0	28.0			28.0	28.0	28.0		28.0	28.0	35.0		35.0	35.0	35.0	
Yellow Time (s)	4.0	4.0			4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0	4.0	
All-Red Time (s)	3.0	3.0			3.0	3.0	3.0		3.0	3.0	1.0		1.0	1.0	1.0	
Lost Time Adjust (s)		0.0					0.0			0.0	0.0			0.0	0.0	
Total Lost Time (s)		7.0					7.0			7.0	5.0			5.0	5.0	
Lead/Lag					Lag	Lag	Lag		Lag	Lag	Lead		Lead	Lead	Lead	
Lead-Lag Optimize?																
Vehicle Extension (s)	5.0	5.0			5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	4.0	
Minimum Gap (s)	5.0	5.0			5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	4.0	
Time Before Reduce (s)	0.0	0.0			0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0	
Time To Reduce (s)	0.0	0.0			0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0	
Recall Mode	Max	Max			None	None	None		None	None	None		None	None	None	
Walk Time (s)																
Flash Dont Walk (s)																
Pedestrian Calls (#/hr)																
Act Effct Green (s)		29.2					13.7			13.7	30.9			18.7	18.7	
Actuated g/C Ratio		0.38					0.18			0.18	0.40			0.25	0.25	
v/c Ratio		0.24					0.42			0.35	0.57			0.30	0.27	
Control Delay		21.2					40.7			37.5	19.5			28.8	5.4	
Queue Delay		0.0					0.0			0.0	0.0			0.0	0.0	
Total Delay		21.2					40.7			37.5	19.5			28.8	5.4	
LOS		C					D			D	B			C	A	
Approach Delay		21.2					40.7			23.1				16.9		
Approach LOS		C					D			C				B		
Queue Length 50th (ft)		35					28			25	68			32	0	

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

																
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL2	NEL	NER	NER2
Queue Length 95th (ft)		81					73			66	121			76	23	
Internal Link Dist (ft)		606					384			329				599		
Turn Bay Length (ft)															181	
Base Capacity (vph)		843					313			338	533			520	502	
Starvation Cap Reductn		0					0			0	0			0	0	
Spillback Cap Reductn		0					0			0	0			0	0	
Storage Cap Reductn		0					0			0	0			0	0	
Reduced v/c Ratio		0.24					0.20			0.17	0.42			0.15	0.17	

Intersection Summary

Area Type: CBD

Cycle Length: 110

Actuated Cycle Length: 76.3

Natural Cycle: 85

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.57

Intersection Signal Delay: 22.7

Intersection LOS: C

Intersection Capacity Utilization 52.4%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB





C

Capacity Analysis (2041 No-Build Analysis)



Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Lane Configurations														
Traffic Volume (vph)	20	183	2	5	10	15	9	18	15	79	41	20	110	7
Future Volume (vph)	20	183	2	5	10	15	9	18	15	79	41	20	110	7
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	8	8	8	8	10	10	10	10	10	10	10
Grade (%)		0%				0%			0%			0%		
Storage Length (ft)	0		158		0		0	0		0		0	181	
Storage Lanes	0		1		0		0	0		1		1	1	
Taper Length (ft)	25				25			25				25		
Lane Util. Factor	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00
Ped Bike Factor						0.99			1.00	0.96				
Frt		0.999				0.969				0.850		0.894	0.850	
Flt Protected		0.995				0.981			0.973			0.986		
Satd. Flow (prot)	0	2177	0	0	0	930	0	0	1111	951	0	1006	900	0
Flt Permitted		0.995				0.859			0.805			0.986		
Satd. Flow (perm)	0	2177	0	0	0	806	0	0	917	913	0	1006	900	0
Right Turn on Red							No				No			Yes
Satd. Flow (RTOR)													141	
Link Speed (mph)		30				25			30			30		
Link Distance (ft)		686				464			409			679		
Travel Time (s)		15.6				12.7			9.3			15.4		
Confl. Peds. (#/hr)				6	9		3	3		6	9			
Confl. Bikes (#/hr)							4			4	4			
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	0%	0%	0%	0%	3%	3%	3%	3%	3%	3%	3%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	5	0	0	6	0
Parking (#/hr)						0								
Mid-Block Traffic (%)		0%				0%			0%			0%		
Adj. Flow (vph)	21	189	2	5	10	15	9	19	15	81	42	21	113	7
Shared Lane Traffic (%)													45%	
Lane Group Flow (vph)	0	212	0	0	0	39	0	0	34	123	0	72	69	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Left	Right	Left	Left	Right	Right	Left	Right	Right

Five Corner Intersection_2041 AM Peak No Build
HDR

Synchro 10 Report
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Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Median Width(ft)		0				0			0			10		
Link Offset(ft)		0				60			-50			0		
Crosswalk Width(ft)		6				6			6			6		
Two way Left Turn Lane														
Headway Factor	1.80	1.80	1.80	1.96	1.96	2.21	1.96	1.80	1.80	1.84	1.80	1.80	1.85	1.80
Turning Speed (mph)	9		9	9	9		9	9		9	9	9	30	9
Turn Type	Split	NA		Perm	Perm	NA		Perm	NA	pm+ov		Prot	Prot	
Protected Phases	2	2				4			4	3		3	3	
Permitted Phases				4	4			4		4				
Detector Phase	2	2		4	4	4		4	4	3		3	3	
Switch Phase														
Minimum Initial (s)	10.0	10.0		10.0	10.0	10.0		10.0	10.0	10.0		10.0	10.0	
Minimum Split (s)	30.0	30.0		30.0	30.0	30.0		30.0	30.0	25.0		25.0	25.0	
Total Split (s)	30.0	30.0		30.0	30.0	30.0		30.0	30.0	25.0		25.0	25.0	
Total Split (%)	35.3%	35.3%		35.3%	35.3%	35.3%		35.3%	35.3%	29.4%		29.4%	29.4%	
Maximum Green (s)	23.0	23.0		23.0	23.0	23.0		23.0	23.0	20.0		20.0	20.0	
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	3.0	3.0		3.0	3.0	3.0		3.0	3.0	1.0		1.0	1.0	
Lost Time Adjust (s)		0.0				0.0			0.0	0.0		0.0	0.0	
Total Lost Time (s)		7.0				7.0			7.0	5.0		5.0	5.0	
Lead/Lag				Lag	Lag	Lag		Lag	Lag	Lead		Lead	Lead	
Lead-Lag Optimize?														
Vehicle Extension (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	
Minimum Gap (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	
Time Before Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Recall Mode	Max	Max		None	None	None		None	None	None		None	None	
Walk Time (s)														
Flash Dont Walk (s)														
Pedestrian Calls (#/hr)														
Act Effct Green (s)		29.8				11.6			11.6	19.9		12.5	12.5	
Actuated g/C Ratio		0.51				0.20			0.20	0.34		0.21	0.21	
v/c Ratio		0.19				0.25			0.19	0.39		0.34	0.23	
Control Delay		15.7				28.6			26.8	15.2		27.9	1.9	

Five Corner Intersection_2041 AM Peak No Build
HDR

Synchro 10 Report
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Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Queue Delay		0.0				0.0			0.0	0.0		0.0	0.0	
Total Delay		15.7				28.6			26.8	15.2		27.9	1.9	
LOS		B				C			C	B		C	A	
Approach Delay		15.7				28.6			17.7			15.2		
Approach LOS		B				C			B			B		
Queue Length 50th (ft)		30				14			12	28		25	0	
Queue Length 95th (ft)		66				42			37	60		64	3	
Internal Link Dist (ft)		606				384			329			599		
Turn Bay Length (ft)													181	
Base Capacity (vph)		1098				327			373	437		356	409	
Starvation Cap Reductn		0				0			0	0		0	0	
Spillback Cap Reductn		0				0			0	0		0	0	
Storage Cap Reductn		0				0			0	0		0	0	
Reduced v/c Ratio		0.19				0.12			0.09	0.28		0.20	0.17	

Intersection Summary

Area Type: CBD

Cycle Length: 85

Actuated Cycle Length: 59

Natural Cycle: 85

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.39

Intersection Signal Delay: 17.0

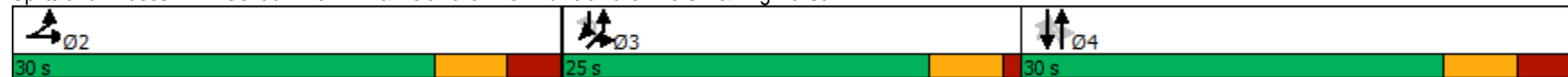
Intersection LOS: B

Intersection Capacity Utilization 44.6%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB



Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

															
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Lane Configurations															
Traffic Volume (vph)	16	227	3	4	4	12	18	11	37	15	151	42	37	151	7
Future Volume (vph)	16	227	3	4	4	12	18	11	37	15	151	42	37	151	7
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	10	8	8	8	8	10	10	10	10	10	10	10
Grade (%)		0%					0%			0%			0%		
Storage Length (ft)	0		158			0		0	0		0		0	181	
Storage Lanes	0		1			0		0	0		1		1	1	
Taper Length (ft)	25					25			25				25		
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00
Ped Bike Factor		1.00					0.97				0.99	0.94		1.00	
Frt		0.996					0.966				0.850		0.906	0.850	
Flt Protected		0.997					0.983				0.966		0.982		
Satd. Flow (prot)	0	2111	0	0	0	0	928	0	0	1114	964	0	1026	920	0
Flt Permitted		0.997					0.860				0.759		0.982		
Satd. Flow (perm)	0	2110	0	0	0	0	792	0	0	869	905	0	1023	920	0
Right Turn on Red				Yes				No				No			Yes
Satd. Flow (RTOR)		2												141	
Link Speed (mph)		30					25			30			30		
Link Distance (ft)		686					464			409			679		
Travel Time (s)		15.6					12.7			9.3			15.4		
Confl. Peds. (#/hr)	5		5		20	20		10	10		20	20	5		5
Confl. Bikes (#/hr)			1					2			2	2			2
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	5%	0%	0%	0%	0%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	4	0	0	3	0
Parking (#/hr)							0								
Mid-Block Traffic (%)		0%					0%			0%			0%		
Adj. Flow (vph)	17	239	3	4	4	13	19	12	39	16	159	44	39	159	7
Shared Lane Traffic (%)														41%	
Lane Group Flow (vph)	0	263	0	0	0	0	48	0	0	55	203	0	104	101	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Right	Left	Left	Left	Right	Left	Left	Right	Right	Left	Right	Right

Five Corner Intersection_2041 MID Peak No Build
HDR

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

															
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Median Width(ft)		0					0			0			10		
Link Offset(ft)		0					60			-50			0		
Crosswalk Width(ft)		6					6			6			6		
Two way Left Turn Lane															
Headway Factor	1.80	1.80	1.80	1.80	1.96	1.96	2.21	1.96	1.80	1.80	1.83	1.80	1.80	1.83	1.80
Turning Speed (mph)	9		9	9	9	9		9	9		9	9	9	30	9
Turn Type	Split	NA			Perm	Perm	NA		Perm	NA	pm+ov		Prot	Prot	
Protected Phases	2	2					4			4	3		3	3	
Permitted Phases					4	4			4		4				
Detector Phase	2	2			4	4	4		4	4	3		3	3	
Switch Phase															
Minimum Initial (s)	10.0	10.0			10.0	10.0	10.0		10.0	10.0	10.0		10.0	10.0	
Minimum Split (s)	30.0	30.0			30.0	30.0	30.0		30.0	30.0	25.0		25.0	25.0	
Total Split (s)	30.0	30.0			30.0	30.0	30.0		30.0	30.0	25.0		25.0	25.0	
Total Split (%)	35.3%	35.3%			35.3%	35.3%	35.3%		35.3%	35.3%	29.4%		29.4%	29.4%	
Maximum Green (s)	23.0	23.0			23.0	23.0	23.0		23.0	23.0	20.0		20.0	20.0	
Yellow Time (s)	4.0	4.0			4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	3.0	3.0			3.0	3.0	3.0		3.0	3.0	1.0		1.0	1.0	
Lost Time Adjust (s)		0.0					0.0			0.0	0.0		0.0	0.0	
Total Lost Time (s)		7.0					7.0			7.0	5.0		5.0	5.0	
Lead/Lag					Lag	Lag	Lag		Lag	Lag	Lead		Lead	Lead	
Lead-Lag Optimize?															
Vehicle Extension (s)	5.0	5.0			5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	
Minimum Gap (s)	5.0	5.0			5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	
Time Before Reduce (s)	0.0	0.0			0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	0.0			0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Recall Mode	Max	Max			None	None	None		None	None	None		None	None	
Walk Time (s)															
Flash Dont Walk (s)															
Pedestrian Calls (#/hr)															
Act Effct Green (s)		23.9					12.5			12.5	26.4		15.4	15.4	
Actuated g/C Ratio		0.36					0.19			0.19	0.40		0.23	0.23	
v/c Ratio		0.35					0.32			0.34	0.55		0.44	0.31	
Control Delay		20.6					32.8			32.7	17.3		30.5	4.8	

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

															
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Queue Delay		0.0					0.0			0.0	0.0		0.0	0.0	
Total Delay		20.6					32.8			32.7	17.3		30.5	4.8	
LOS		C					C			C	B		C	A	
Approach Delay		20.6					32.8			20.6			17.8		
Approach LOS		C					C			C			B		
Queue Length 50th (ft)		43					18			21	52		38	0	
Queue Length 95th (ft)		89					51			56	99		89	21	
Internal Link Dist (ft)		606					384			329			599		
Turn Bay Length (ft)														181	
Base Capacity (vph)		760					284			312	445		320	384	
Starvation Cap Reductn		0					0			0	0		0	0	
Spillback Cap Reductn		0					0			0	0		0	0	
Storage Cap Reductn		0					0			0	0		0	0	
Reduced v/c Ratio		0.35					0.17			0.18	0.46		0.33	0.26	

Intersection Summary

Area Type: CBD

Cycle Length: 85

Actuated Cycle Length: 66.5

Natural Cycle: 85

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.55

Intersection Signal Delay: 20.6

Intersection LOS: C

Intersection Capacity Utilization 54.6%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB



Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

																
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL2	NEL	NER	NER2
Lane Configurations																
Traffic Volume (vph)	37	194	5	3	2	20	31	18	41	21	190	58	2	52	126	3
Future Volume (vph)	37	194	5	3	2	20	31	18	41	21	190	58	2	52	126	3
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	10	8	8	8	8	10	10	10	10	10	10	10	10
Grade (%)		0%					0%			0%				0%		
Storage Length (ft)	0		158			0		0	0		0			0	181	
Storage Lanes	0		1			0		0	0		1			1	1	
Taper Length (ft)	25					25			25					25		
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00
Ped Bike Factor		1.00					0.98				0.99	0.95		1.00		
Frt		0.995					0.965				0.850			0.944	0.850	
Flt Protected		0.992					0.985				0.968			0.970		
Satd. Flow (prot)	0	2203	0	0	0	0	928	0	0	1116	968	0	0	1056	924	0
Flt Permitted		0.992					0.871				0.752			0.993		
Satd. Flow (perm)	0	2202	0	0	0	0	808	0	0	862	915	0	0	1079	924	0
Right Turn on Red				Yes				No				No				Yes
Satd. Flow (RTOR)		1													141	
Link Speed (mph)		30					25			30				30		
Link Distance (ft)		686					464			409				679		
Travel Time (s)		15.6					12.7			9.3				15.4		
Confl. Peds. (#/hr)	2		6		15	15		8	8		15	15		2		6
Confl. Bikes (#/hr)			2					4			4	4				2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0
Parking (#/hr)							0									
Mid-Block Traffic (%)		0%					0%			0%				0%		
Adj. Flow (vph)	41	216	6	3	2	22	34	20	46	23	211	64	2	58	140	3
Shared Lane Traffic (%)															26%	
Lane Group Flow (vph)	0	266	0	0	0	0	78	0	0	69	275	0	0	96	107	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Right	Left	Left	Left	Right	Left	Left	Right	Right	Left	Left	Right	Right
Median Width(ft)		0					0			0				10		
Link Offset(ft)		0					60			-50				0		
Crosswalk Width(ft)		6					6			6				6		

Five Corner Intersection_2041 PM Peak No Build
HDR

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

																
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL2	NEL	NER	NER2
Two way Left Turn Lane																
Headway Factor	1.80	1.80	1.80	1.80	1.96	1.96	2.21	1.96	1.80	1.80	1.83	1.80	1.80	1.80	1.82	1.80
Turning Speed (mph)	9		9	9	9	9		9	9		9	9	9	9	30	9
Turn Type	Split	NA			Perm	Perm	NA		Perm	NA	pm+ov		D.Pm	Prot	Prot	
Protected Phases	2	2					4			4	3			3	3	
Permitted Phases					4	4			4		4		3			
Detector Phase	2	2			4	4	4		4	4	3		3	3	3	
Switch Phase																
Minimum Initial (s)	10.0	10.0			10.0	10.0	10.0		10.0	10.0	10.0		10.0	10.0	10.0	
Minimum Split (s)	30.0	30.0			30.0	30.0	30.0		30.0	30.0	25.0		25.0	25.0	25.0	
Total Split (s)	30.0	30.0			30.0	30.0	30.0		30.0	30.0	25.0		25.0	25.0	25.0	
Total Split (%)	35.3%	35.3%			35.3%	35.3%	35.3%		35.3%	35.3%	29.4%		29.4%	29.4%	29.4%	
Maximum Green (s)	23.0	23.0			23.0	23.0	23.0		23.0	23.0	20.0		20.0	20.0	20.0	
Yellow Time (s)	4.0	4.0			4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0	4.0	
All-Red Time (s)	3.0	3.0			3.0	3.0	3.0		3.0	3.0	1.0		1.0	1.0	1.0	
Lost Time Adjust (s)		0.0					0.0			0.0	0.0			0.0	0.0	
Total Lost Time (s)		7.0					7.0			7.0	5.0			5.0	5.0	
Lead/Lag					Lag	Lag	Lag		Lag	Lag	Lead		Lead	Lead	Lead	
Lead-Lag Optimize?																
Vehicle Extension (s)	5.0	5.0			5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	4.0	
Minimum Gap (s)	5.0	5.0			5.0	5.0	5.0		5.0	5.0	4.0		4.0	4.0	4.0	
Time Before Reduce (s)	0.0	0.0			0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0	
Time To Reduce (s)	0.0	0.0			0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0	
Recall Mode	Max	Max			None	None	None		None	None	None		None	None	None	
Walk Time (s)																
Flash Dont Walk (s)																
Pedestrian Calls (#/hr)																
Act Effct Green (s)		23.9					14.7			14.7	31.1			17.9	17.9	
Actuated g/C Ratio		0.34					0.21			0.21	0.44			0.25	0.25	
v/c Ratio		0.36					0.47			0.39	0.67			0.35	0.32	
Control Delay		23.2					37.2			33.5	20.9			29.2	5.3	
Queue Delay		0.0					0.0			0.0	0.0			0.0	0.0	
Total Delay		23.2					37.2			33.5	20.9			29.2	5.3	
LOS		C					D			C	C			C	A	
Approach Delay		23.2					37.2			23.4				16.6		
Approach LOS		C					D			C				B		
Queue Length 50th (ft)		52					34			29	78			37	0	

Five Corner Intersection_2041 PM Peak No Build
HDR

Synchro 10 Report
Page 2

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

																
Lane Group	EBL	EBT	EBR	EBR2	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL2	NEL	NER	NER2
Queue Length 95th (ft)		96					75			67	143			88	25	
Internal Link Dist (ft)		606					384			329				599		
Turn Bay Length (ft)															181	
Base Capacity (vph)		741					271			289	452			315	369	
Starvation Cap Reductn		0					0			0	0			0	0	
Spillback Cap Reductn		0					0			0	0			0	0	
Storage Cap Reductn		0					0			0	0			0	0	
Reduced v/c Ratio		0.36					0.29			0.24	0.61			0.30	0.29	

Intersection Summary

Area Type: CBD

Cycle Length: 85

Actuated Cycle Length: 71.2

Natural Cycle: 85

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.67

Intersection Signal Delay: 23.0

Intersection LOS: C

Intersection Capacity Utilization 58.9%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB





D

Capacity Analysis

(2041 Build Alternative 1B Analysis)

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Lane Configurations														
Traffic Volume (vph)	20	183	2	5	10	15	9	18	15	79	41	20	110	7
Future Volume (vph)	20	183	2	5	10	15	9	18	15	79	41	20	110	7
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	8	8	8	8	10	10	10	10	10	10	10
Grade (%)		0%				0%			0%			0%		
Storage Length (ft)	0		158		0		0	0		0		0	181	
Storage Lanes	0		1		0		0	0		1		1	1	
Taper Length (ft)	25				25			25				25		
Lane Util. Factor	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00				0.96				0.99			0.99	
Frt		0.999				0.969				0.850			0.850	
Flt Protected		0.995				0.981				0.973			0.950	
Satd. Flow (prot)	0	2115	0	0	0	928	0	0	1122	964	0	1095	968	0
Flt Permitted		0.995				0.859				0.805			0.950	
Satd. Flow (perm)	0	2112	0	0	0	783	0	0	921	964	0	1084	968	0
Right Turn on Red							No				No			Yes
Satd. Flow (RTOR)													133	
Link Speed (mph)		30				25			30			30		
Link Distance (ft)		686				463			409			679		
Travel Time (s)		15.6				12.6			9.3			15.4		
Confl. Peds. (#/hr)	5		5	20	20		10	10		20	20	5		5
Confl. Bikes (#/hr)			1				2			2	2			2
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	0%	0%	0%	0%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	4	0	0	3	0
Parking (#/hr)						0								
Mid-Block Traffic (%)		0%				0%			0%			0%		
Adj. Flow (vph)	21	189	2	5	10	15	9	19	15	81	42	21	113	7
Shared Lane Traffic (%)														
Lane Group Flow (vph)	0	212	0	0	0	39	0	0	34	123	0	21	120	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Left	Right	Left	Left	Right	Right	Left	Right	Right

Five Corner Intersection_2041 AM Peak Build Alternative 1B
HDR

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Median Width(ft)		0				0			0			10		
Link Offset(ft)		0				60			-50			0		
Crosswalk Width(ft)		6				6			6			6		
Two way Left Turn Lane														
Headway Factor	1.80	1.80	1.80	1.96	1.96	2.21	1.96	1.80	1.80	1.83	1.80	1.80	1.83	1.80
Turning Speed (mph)	9		9	9	9		9	15		9	9	15	30	9
Turn Type	Split	NA		Perm	Perm	NA		Perm	NA	pt+ov		Prot	Prot	
Protected Phases	2	2				4			4	3 4		3	3	
Permitted Phases				4	4			4						
Detector Phase	2	2		4	4	4		4	4	3 4		3	3	
Switch Phase														
Minimum Initial (s)	10.0	10.0		10.0	10.0	10.0		10.0	10.0			10.0	10.0	
Minimum Split (s)	30.0	30.0		30.0	30.0	30.0		30.0	30.0			30.0	30.0	
Total Split (s)	30.0	30.0		30.0	30.0	30.0		30.0	30.0			30.0	30.0	
Total Split (%)	33.3%	33.3%		33.3%	33.3%	33.3%		33.3%	33.3%			33.3%	33.3%	
Maximum Green (s)	23.0	23.0		23.0	23.0	23.0		23.0	23.0			23.0	23.0	
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0		4.0	4.0			4.0	4.0	
All-Red Time (s)	3.0	3.0		3.0	3.0	3.0		3.0	3.0			3.0	3.0	
Lost Time Adjust (s)		0.0				0.0			0.0			0.0	0.0	
Total Lost Time (s)		7.0				7.0			7.0			7.0	7.0	
Lead/Lag				Lag	Lag	Lag		Lag	Lag			Lead	Lead	
Lead-Lag Optimize?														
Vehicle Extension (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0			4.0	4.0	
Minimum Gap (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0			4.0	4.0	
Time Before Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0			0.0	0.0	
Time To Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0			0.0	0.0	
Recall Mode	Max	Max		None	None	None		None	None			None	None	
Walk Time (s)	7.0	7.0		7.0	7.0	7.0		7.0	7.0			7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0	11.0		11.0	11.0			11.0	11.0	
Pedestrian Calls (#/hr)	9	9		0	0	0		0	0			7	7	
Act Effct Green (s)		26.4				11.6			11.6	31.3		12.6	12.6	
Actuated g/C Ratio		0.39				0.17			0.17	0.46		0.19	0.19	
v/c Ratio		0.26				0.29			0.22	0.28		0.10	0.42	
Control Delay		18.5				31.8			29.0	13.1		24.9	9.1	

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Queue Delay		0.0				0.0			0.0	0.0		0.0	0.0	
Total Delay		18.5				31.8			29.0	13.1		24.9	9.1	
LOS		B				C			C	B		C	A	
Approach Delay		18.5				31.8			16.6			11.5		
Approach LOS		B				C			B			B		
Queue Length 50th (ft)		32				14			12	30		7	0	
Queue Length 95th (ft)		72				44			38	62		26	35	
Internal Link Dist (ft)		606				383			329			599		
Turn Bay Length (ft)													181	
Base Capacity (vph)		821				266			312	601		372	416	
Starvation Cap Reductn		0				0			0	0		0	0	
Spillback Cap Reductn		0				0			0	0		0	0	
Storage Cap Reductn		0				0			0	0		0	0	
Reduced v/c Ratio		0.26				0.15			0.11	0.20		0.06	0.29	

Intersection Summary

Area Type: CBD

Cycle Length: 90

Actuated Cycle Length: 68.1

Natural Cycle: 90

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.42

Intersection Signal Delay: 17.1

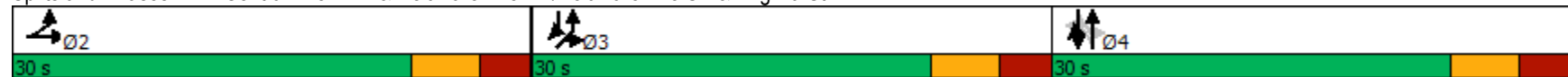
Intersection LOS: B

Intersection Capacity Utilization 56.8%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB



Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Lane Configurations														
Traffic Volume (vph)	16	227	7	4	12	18	11	37	15	151	42	37	151	7
Future Volume (vph)	16	227	7	4	12	18	11	37	15	151	42	37	151	7
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	8	8	8	8	10	10	10	10	10	10	10
Grade (%)		0%				0%			0%			0%		
Storage Length (ft)	0		158		0		0	0		0		0	181	
Storage Lanes	0		1		0		0	0		1		1	1	
Taper Length (ft)	25				25			25				25		
Lane Util. Factor	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00				0.96			0.99			0.99		
Frt		0.996				0.966				0.850			0.850	
Flt Protected		0.997				0.983			0.966			0.950		
Satd. Flow (prot)	0	2111	0	0	0	927	0	0	1114	964	0	1095	968	0
Flt Permitted		0.997				0.875			0.759			0.950		
Satd. Flow (perm)	0	2110	0	0	0	798	0	0	866	964	0	1085	968	0
Right Turn on Red							No				No			Yes
Satd. Flow (RTOR)													133	
Link Speed (mph)		30				25			30			30		
Link Distance (ft)		686				463			409			679		
Travel Time (s)		15.6				12.6			9.3			15.4		
Confl. Peds. (#/hr)	5		5	20	20		10	10		20	20	5		5
Confl. Bikes (#/hr)			1				2			2	2			2
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	0%	0%	0%	0%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	4	0	0	3	0
Parking (#/hr)						0								
Mid-Block Traffic (%)		0%				0%			0%			0%		
Adj. Flow (vph)	17	239	7	4	13	19	12	39	16	159	44	39	159	7
Shared Lane Traffic (%)														
Lane Group Flow (vph)	0	263	0	0	0	48	0	0	55	203	0	39	166	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Left	Right	Left	Left	Right	Right	Left	Right	Right

Five Corner Intersection_2041 MID Peak Build Alternative 1B
HDR

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Median Width(ft)		0				0			0			10		
Link Offset(ft)		0				60			-50			0		
Crosswalk Width(ft)		6				6			6			6		
Two way Left Turn Lane														
Headway Factor	1.80	1.80	1.80	1.96	1.96	2.21	1.96	1.80	1.80	1.83	1.80	1.80	1.83	1.80
Turning Speed (mph)	9		9	9	9		9	15		9	9	15	30	9
Turn Type	Split	NA		Perm	Perm	NA		Perm	NA	pt+ov		Prot	Prot	
Protected Phases	2	2				4			4	3 4		3	3	
Permitted Phases				4	4			4						
Detector Phase	2	2		4	4	4		4	4	3 4		3	3	
Switch Phase														
Minimum Initial (s)	10.0	10.0		10.0	10.0	10.0		10.0	10.0			10.0	10.0	
Minimum Split (s)	30.0	30.0		30.0	30.0	30.0		30.0	30.0			30.0	30.0	
Total Split (s)	30.0	30.0		30.0	30.0	30.0		30.0	30.0			30.0	30.0	
Total Split (%)	33.3%	33.3%		33.3%	33.3%	33.3%		33.3%	33.3%			33.3%	33.3%	
Maximum Green (s)	23.0	23.0		23.0	23.0	23.0		23.0	23.0			23.0	23.0	
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0		4.0	4.0			4.0	4.0	
All-Red Time (s)	3.0	3.0		3.0	3.0	3.0		3.0	3.0			3.0	3.0	
Lost Time Adjust (s)		0.0				0.0			0.0			0.0	0.0	
Total Lost Time (s)		7.0				7.0			7.0			7.0	7.0	
Lead/Lag				Lag	Lag	Lag		Lag	Lag			Lead	Lead	
Lead-Lag Optimize?														
Vehicle Extension (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0			4.0	4.0	
Minimum Gap (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0			4.0	4.0	
Time Before Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0			0.0	0.0	
Time To Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0			0.0	0.0	
Recall Mode	Max	Max		None	None	None		None	None			None	None	
Walk Time (s)	7.0	7.0		7.0	7.0	7.0		7.0	7.0			7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0	11.0		11.0	11.0			11.0	11.0	
Pedestrian Calls (#/hr)	24	24		4	4	4		4	4			25	25	
Act Effct Green (s)		23.3				13.1			13.1	36.4		16.2	16.2	
Actuated g/C Ratio		0.32				0.18			0.18	0.49		0.22	0.22	
v/c Ratio		0.40				0.34			0.36	0.43		0.16	0.53	
Control Delay		24.1				34.7			34.7	14.6		25.6	14.4	

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Queue Delay		0.0				0.0			0.0	0.0		0.0	0.0	
Total Delay		24.1				34.7			34.7	14.6		25.6	14.4	
LOS		C				C			C	B		C	B	
Approach Delay		24.1				34.7			18.9			16.5		
Approach LOS		C				C			B			B		
Queue Length 50th (ft)		46				19			22	55		14	12	
Queue Length 95th (ft)		102				54			59	102		42	71	
Internal Link Dist (ft)		606				383			329			599		
Turn Bay Length (ft)													181	
Base Capacity (vph)		665				251			272	598		344	396	
Starvation Cap Reductn		0				0			0	0		0	0	
Spillback Cap Reductn		0				0			0	0		0	0	
Storage Cap Reductn		0				0			0	0		0	0	
Reduced v/c Ratio		0.40				0.19			0.20	0.34		0.11	0.42	

Intersection Summary

Area Type: CBD

Cycle Length: 90

Actuated Cycle Length: 73.9

Natural Cycle: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.53

Intersection Signal Delay: 21.0

Intersection LOS: C

Intersection Capacity Utilization 62.7%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB



Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Lane Configurations														
Traffic Volume (vph)	37	194	8	2	20	31	18	41	21	190	58	54	126	3
Future Volume (vph)	37	194	8	2	20	31	18	41	21	190	58	54	126	3
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	8	8	8	8	10	10	10	10	10	10	10
Grade (%)		0%				0%			0%			0%		
Storage Length (ft)	0		158		0		0	0		0		0	181	
Storage Lanes	0		1		0		0	0		1		1	1	
Taper Length (ft)	25				25			25				25		
Lane Util. Factor	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00				0.96			0.99			0.99		
Frt		0.995				0.965				0.850			0.850	
Flt Protected		0.992				0.985			0.968			0.950		
Satd. Flow (prot)	0	2098	0	0	0	927	0	0	1116	964	0	1095	968	0
Flt Permitted		0.992				0.887			0.752			0.950		
Satd. Flow (perm)	0	2094	0	0	0	812	0	0	859	964	0	1086	968	0
Right Turn on Red							No				No			Yes
Satd. Flow (RTOR)													133	
Link Speed (mph)		30				25			30			30		
Link Distance (ft)		686				463			409			679		
Travel Time (s)		15.6				12.6			9.3			15.4		
Confl. Peds. (#/hr)	5		5	20	20		10	10		20	20	5		5
Confl. Bikes (#/hr)			1				2			2	2			2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	0%	0%	0%	0%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	4	0	0	3	0
Parking (#/hr)						0								
Mid-Block Traffic (%)		0%				0%			0%			0%		
Adj. Flow (vph)	41	216	9	2	22	34	20	46	23	211	64	60	140	3
Shared Lane Traffic (%)														
Lane Group Flow (vph)	0	266	0	0	0	78	0	0	69	275	0	60	143	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Left	Right	Left	Left	Right	Right	Left	Right	Right
Median Width(ft)		0				0			0			10		
Link Offset(ft)		0				60			-50			0		
Crosswalk Width(ft)		6				6			6			6		

Five Corner Intersection_2041 PM Peak Build Alternative 1B
HDR

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Two way Left Turn Lane														
Headway Factor	1.80	1.80	1.80	1.96	1.96	2.21	1.96	1.80	1.80	1.83	1.80	1.80	1.83	1.80
Turning Speed (mph)	9		9	9	9		9	15		9	9	15	30	9
Turn Type	Split	NA		Perm	Perm	NA		Perm	NA	pt+ov		Prot	Prot	
Protected Phases	2	2				4			4	3 4		3	3	
Permitted Phases				4	4			4						
Detector Phase	2	2		4	4	4		4	4	3 4		3	3	
Switch Phase														
Minimum Initial (s)	10.0	10.0		10.0	10.0	10.0		10.0	10.0			10.0	10.0	
Minimum Split (s)	30.0	30.0		30.0	30.0	30.0		30.0	30.0			30.0	30.0	
Total Split (s)	30.0	30.0		30.0	30.0	30.0		30.0	30.0			30.0	30.0	
Total Split (%)	33.3%	33.3%		33.3%	33.3%	33.3%		33.3%	33.3%			33.3%	33.3%	
Maximum Green (s)	23.0	23.0		23.0	23.0	23.0		23.0	23.0			23.0	23.0	
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0		4.0	4.0			4.0	4.0	
All-Red Time (s)	3.0	3.0		3.0	3.0	3.0		3.0	3.0			3.0	3.0	
Lost Time Adjust (s)		0.0				0.0			0.0			0.0	0.0	
Total Lost Time (s)		7.0				7.0			7.0			7.0	7.0	
Lead/Lag				Lag	Lag	Lag		Lag	Lag			Lead	Lead	
Lead-Lag Optimize?														
Vehicle Extension (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0			4.0	4.0	
Minimum Gap (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0			4.0	4.0	
Time Before Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0			0.0	0.0	
Time To Reduce (s)	0.0	0.0		0.0	0.0	0.0		0.0	0.0			0.0	0.0	
Recall Mode	Max	Max		None	None	None		None	None			None	None	
Walk Time (s)	7.0	7.0		7.0	7.0	7.0		7.0	7.0			7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0	11.0		11.0	11.0			11.0	11.0	
Pedestrian Calls (#/hr)	18	18		1	1	1		1	1			18	18	
Act Effct Green (s)		23.3				15.8			15.8	42.1		19.3	19.3	
Actuated g/C Ratio		0.29				0.20			0.20	0.53		0.24	0.24	
v/c Ratio		0.43				0.48			0.41	0.54		0.23	0.43	
Control Delay		27.7				39.7			36.0	16.3		27.8	10.5	
Queue Delay		0.0				0.0			0.0	0.0		0.0	0.0	
Total Delay		27.7				39.7			36.0	16.3		27.8	10.5	
LOS		C				D			D	B		C	B	
Approach Delay		27.7				39.7			20.3			15.6		
Approach LOS		C				D			C			B		
Queue Length 50th (ft)		57				36			31	83		24	4	

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

														
Lane Group	EBL	EBT	EBR	NBL2	NBL	NBT	NBR	SBL	SBT	SBR	SBR2	NEL	NER	NER2
Queue Length 95th (ft)		107				80			71	149		61	53	
Internal Link Dist (ft)		606				383			329			599		
Turn Bay Length (ft)													181	
Base Capacity (vph)		613				237			251	584		320	377	
Starvation Cap Reductn		0				0			0	0		0	0	
Spillback Cap Reductn		0				0			0	0		0	0	
Storage Cap Reductn		0				0			0	0		0	0	
Reduced v/c Ratio		0.43				0.33			0.27	0.47		0.19	0.38	

Intersection Summary

Area Type: CBD

Cycle Length: 90

Actuated Cycle Length: 79.6

Natural Cycle: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.54

Intersection Signal Delay: 23.1

Intersection LOS: C

Intersection Capacity Utilization 67.8%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB





D

Capacity Analysis

(2041 Build Alternative 3 Analysis)

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

												
Lane Group	EBL	EBT	EBR	NBL	NBT	NBR	SBL	SBT	SBR2	NEL	NER	NER2
Lane Configurations												
Traffic Volume (vph)	20	183	2	15	15	9	18	15	120	20	110	7
Future Volume (vph)	20	183	2	15	15	9	18	15	120	20	110	7
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	8	8	8	10	10	10	10	10	10
Grade (%)		0%			0%			0%		0%		
Storage Length (ft)	0		158	0		0	0			0	181	
Storage Lanes	0		1	0		0	0			1	1	
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			0.98			0.99		0.99		
Frt		0.999			0.969				0.850		0.850	
Flt Protected		0.995			0.981			0.973		0.950		
Satd. Flow (prot)	0	2115	0	0	928	0	0	1122	980	1095	968	0
Flt Permitted		0.995			0.859			0.805		0.950		
Satd. Flow (perm)	0	2112	0	0	798	0	0	921	980	1082	968	0
Right Turn on Red						No			No			Yes
Satd. Flow (RTOR)											133	
Link Speed (mph)		30			25			30		30		
Link Distance (ft)		686			463			409		679		
Travel Time (s)		15.6			12.6			9.3		15.4		
Confl. Peds. (#/hr)	5		5	20		10	10		20	5		5
Confl. Bikes (#/hr)			1			2			2			2
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	0%	0%	0%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	3	0
Parking (#/hr)					0							
Mid-Block Traffic (%)		0%			0%			0%		0%		
Adj. Flow (vph)	21	189	2	15	15	9	19	15	124	21	113	7
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	212	0	0	39	0	0	34	124	21	120	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Right	Right

Five Corner Intersection_2041 AM Peak Build Alternative 3
HDR

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

												
Lane Group	EBL	EBT	EBR	NBL	NBT	NBR	SBL	SBT	SBR2	NEL	NER	NER2
Median Width(ft)		0			0			0		10		
Link Offset(ft)		0			60			-50		0		
Crosswalk Width(ft)		6			6			6		6		
Two way Left Turn Lane												
Headway Factor	1.80	1.80	1.80	1.96	2.21	1.96	1.80	1.80	1.80	1.80	1.83	1.80
Turning Speed (mph)	9		9	9		9	15		9	15	30	9
Turn Type	Split	NA		Perm	NA		Perm	NA	custom	Prot	Prot	
Protected Phases	2	2			4			4	2 3 4	3	3	
Permitted Phases				4			4					
Detector Phase	2	2		4	4		4	4	2 3 4	3	3	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		10.0	10.0		10.0	10.0	
Minimum Split (s)	30.0	30.0		30.0	30.0		30.0	30.0		30.0	30.0	
Total Split (s)	30.0	30.0		30.0	30.0		30.0	30.0		30.0	30.0	
Total Split (%)	33.3%	33.3%		33.3%	33.3%		33.3%	33.3%		33.3%	33.3%	
Maximum Green (s)	23.0	23.0		23.0	23.0		23.0	23.0		23.0	23.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Lost Time Adjust (s)		0.0			0.0			0.0		0.0	0.0	
Total Lost Time (s)		7.0			7.0			7.0		7.0	7.0	
Lead/Lag				Lag	Lag		Lag	Lag		Lead	Lead	
Lead-Lag Optimize?												
Vehicle Extension (s)	5.0	5.0		5.0	5.0		5.0	5.0		4.0	4.0	
Minimum Gap (s)	5.0	5.0		5.0	5.0		5.0	5.0		4.0	4.0	
Time Before Reduce (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Recall Mode	Max	Max		None	None		None	None		None	None	
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0		11.0	11.0		11.0	11.0	
Pedestrian Calls (#/hr)	9	9		0	0		0	0		7	7	
Act Effct Green (s)		26.4			11.5			11.5	66.8	11.4	11.4	
Actuated g/C Ratio		0.40			0.17			0.17	1.00	0.17	0.17	
v/c Ratio		0.25			0.28			0.22	0.13	0.11	0.44	
Control Delay		17.8			30.7			28.2	0.3	25.5	9.8	

Five Corner Intersection_2041 AM Peak Build Alternative 3
HDR

Synchro 10 Report
Page 2

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

												
Lane Group	EBL	EBT	EBR	NBL	NBT	NBR	SBL	SBT	SBR2	NEL	NER	NER2
Queue Delay		0.0			0.0			0.0	0.0	0.0	0.0	
Total Delay		17.8			30.7			28.2	0.3	25.5	9.8	
LOS		B			C			C	A	C	A	
Approach Delay		17.8			30.7			6.3		12.1		
Approach LOS		B			C			A		B		
Queue Length 50th (ft)		30			14			12	0	7	0	
Queue Length 95th (ft)		72			43			38	0	26	35	
Internal Link Dist (ft)		606			383			329		599		
Turn Bay Length (ft)											181	
Base Capacity (vph)		835			276			318	974	379	422	
Starvation Cap Reductn		0			0			0	0	0	0	
Spillback Cap Reductn		0			0			0	0	0	0	
Storage Cap Reductn		0			0			0	0	0	0	
Reduced v/c Ratio		0.25			0.14			0.11	0.13	0.06	0.28	

Intersection Summary

Area Type: CBD

Cycle Length: 90

Actuated Cycle Length: 66.8

Natural Cycle: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.44

Intersection Signal Delay: 13.9

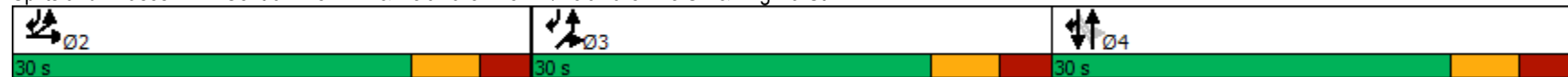
Intersection LOS: B

Intersection Capacity Utilization 55.6%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB



Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

												
Lane Group	EBL	EBT	EBR	NBL	NBT	NBR	SBL	SBT	SBR2	NEL	NER	NER2
Lane Configurations												
Traffic Volume (vph)	16	227	7	16	18	11	37	15	193	37	151	7
Future Volume (vph)	16	227	7	16	18	11	37	15	193	37	151	7
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	8	8	8	10	10	10	10	10	10
Grade (%)		0%			0%			0%		0%		
Storage Length (ft)	0		158	0		0	0			0	181	
Storage Lanes	0		1	0		0	0			1	1	
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			0.98			0.99		0.99		
Frt		0.996			0.966				0.850		0.850	
Flt Protected		0.997			0.983			0.966		0.950		
Satd. Flow (prot)	0	2111	0	0	927	0	0	1114	980	1095	968	0
Flt Permitted		0.997			0.875			0.759		0.950		
Satd. Flow (perm)	0	2110	0	0	811	0	0	866	980	1082	968	0
Right Turn on Red						No			No			Yes
Satd. Flow (RTOR)											133	
Link Speed (mph)		30			25			30		30		
Link Distance (ft)		686			463			409		679		
Travel Time (s)		15.6			12.6			9.3		15.4		
Confl. Peds. (#/hr)	5		5	20		10	10		20	5		5
Confl. Bikes (#/hr)			1			2			2			2
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	0%	0%	0%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	3	0
Parking (#/hr)					0							
Mid-Block Traffic (%)		0%			0%			0%		0%		
Adj. Flow (vph)	17	239	7	17	19	12	39	16	203	39	159	7
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	263	0	0	48	0	0	55	203	39	166	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Right	Right

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

												
Lane Group	EBL	EBT	EBR	NBL	NBT	NBR	SBL	SBT	SBR2	NEL	NER	NER2
Median Width(ft)		0			0			0		10		
Link Offset(ft)		0			60			-50		0		
Crosswalk Width(ft)		6			6			6		6		
Two way Left Turn Lane												
Headway Factor	1.80	1.80	1.80	1.96	2.21	1.96	1.80	1.80	1.80	1.80	1.83	1.80
Turning Speed (mph)	9		9	9		9	15		9	15	30	9
Turn Type	Split	NA		Perm	NA		Perm	NA	custom	Prot	Prot	
Protected Phases	2	2			4			4	2 3 4	3	3	
Permitted Phases				4			4					
Detector Phase	2	2		4	4		4	4	2 3 4	3	3	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		10.0	10.0		10.0	10.0	
Minimum Split (s)	30.0	30.0		30.0	30.0		30.0	30.0		30.0	30.0	
Total Split (s)	30.0	30.0		30.0	30.0		30.0	30.0		30.0	30.0	
Total Split (%)	33.3%	33.3%		33.3%	33.3%		33.3%	33.3%		33.3%	33.3%	
Maximum Green (s)	23.0	23.0		23.0	23.0		23.0	23.0		23.0	23.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Lost Time Adjust (s)		0.0			0.0			0.0		0.0	0.0	
Total Lost Time (s)		7.0			7.0			7.0		7.0	7.0	
Lead/Lag				Lag	Lag		Lag	Lag		Lead	Lead	
Lead-Lag Optimize?												
Vehicle Extension (s)	5.0	5.0		5.0	5.0		5.0	5.0		4.0	4.0	
Minimum Gap (s)	5.0	5.0		5.0	5.0		5.0	5.0		4.0	4.0	
Time Before Reduce (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Recall Mode	Max	Max		None	None		None	None		None	None	
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0		11.0	11.0		11.0	11.0	
Pedestrian Calls (#/hr)	24	24		4	4		4	4		25	25	
Act Effct Green (s)		24.9			13.0			13.0	72.6	13.4	13.4	
Actuated g/C Ratio		0.34			0.18			0.18	1.00	0.18	0.18	
v/c Ratio		0.36			0.33			0.35	0.21	0.19	0.58	
Control Delay		21.9			32.8			33.1	0.5	27.1	16.7	

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

												
Lane Group	EBL	EBT	EBR	NBL	NBT	NBR	SBL	SBT	SBR2	NEL	NER	NER2
Queue Delay		0.0			0.0			0.0	0.0	0.0	0.0	
Total Delay		21.9			32.8			33.1	0.5	27.1	16.7	
LOS		C			C			C	A	C	B	
Approach Delay		21.9			32.8			7.4		18.7		
Approach LOS		C			C			A		B		
Queue Length 50th (ft)		39			17			20	0	14	12	
Queue Length 95th (ft)		98			52			57	0	42	72	
Internal Link Dist (ft)		606			383			329		599		
Turn Bay Length (ft)											181	
Base Capacity (vph)		725			259			277	954	350	400	
Starvation Cap Reductn		0			0			0	0	0	0	
Spillback Cap Reductn		0			0			0	0	0	0	
Storage Cap Reductn		0			0			0	0	0	0	
Reduced v/c Ratio		0.36			0.19			0.20	0.21	0.11	0.41	

Intersection Summary

Area Type: CBD

Cycle Length: 90

Actuated Cycle Length: 72.6

Natural Cycle: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.58

Intersection Signal Delay: 16.9

Intersection LOS: B

Intersection Capacity Utilization 59.2%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB



Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

												
Lane Group	EBL	EBT	EBR	NBL	NBT	NBR	SBL	SBT	SBR2	NEL	NER	NER2
Lane Configurations												
Traffic Volume (vph)	37	194	8	22	31	18	41	21	248	54	126	3
Future Volume (vph)	37	194	8	22	31	18	41	21	248	54	126	3
Ideal Flow (vphpl)	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
Lane Width (ft)	10	10	10	8	8	8	10	10	10	10	10	10
Grade (%)		0%			0%			0%		0%		
Storage Length (ft)	0		158	0		0	0			0	181	
Storage Lanes	0		1	0		0	0			1	1	
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			0.98			0.99		0.99		
Frt		0.995			0.965				0.850		0.850	
Flt Protected		0.992			0.985			0.968		0.950		
Satd. Flow (prot)	0	2098	0	0	927	0	0	1116	980	1095	968	0
Flt Permitted		0.992			0.886			0.752		0.950		
Satd. Flow (perm)	0	2094	0	0	823	0	0	859	980	1082	968	0
Right Turn on Red						No			No			Yes
Satd. Flow (RTOR)											133	
Link Speed (mph)		30			25			30		30		
Link Distance (ft)		686			463			409		679		
Travel Time (s)		15.6			12.6			9.3		15.4		
Confl. Peds. (#/hr)	5		5	20		10	10		20	5		5
Confl. Bikes (#/hr)			1			2			2			2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	0%	0%	0%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	3	0
Parking (#/hr)					0							
Mid-Block Traffic (%)		0%			0%			0%		0%		
Adj. Flow (vph)	41	216	9	24	34	20	46	23	276	60	140	3
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	266	0	0	78	0	0	69	276	60	143	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Right	Right

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

												
Lane Group	EBL	EBT	EBR	NBL	NBT	NBR	SBL	SBT	SBR2	NEL	NER	NER2
Median Width(ft)		0			0			0		10		
Link Offset(ft)		0			60			-50		0		
Crosswalk Width(ft)		6			6			6		6		
Two way Left Turn Lane												
Headway Factor	1.80	1.80	1.80	1.96	2.21	1.96	1.80	1.80	1.80	1.80	1.83	1.80
Turning Speed (mph)	9		9	9		9	15		9	15	30	9
Turn Type	Split	NA		Perm	NA		Perm	NA	custom	Prot	Prot	
Protected Phases	2	2			4			4	2 3 4	3	3	
Permitted Phases				4			4					
Detector Phase	2	2		4	4		4	4	2 3 4	3	3	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		10.0	10.0		10.0	10.0	
Minimum Split (s)	30.0	30.0		30.0	30.0		30.0	30.0		30.0	30.0	
Total Split (s)	30.0	30.0		30.0	30.0		30.0	30.0		30.0	30.0	
Total Split (%)	33.3%	33.3%		33.3%	33.3%		33.3%	33.3%		33.3%	33.3%	
Maximum Green (s)	23.0	23.0		23.0	23.0		23.0	23.0		23.0	23.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Lost Time Adjust (s)		0.0			0.0			0.0		0.0	0.0	
Total Lost Time (s)		7.0			7.0			7.0		7.0	7.0	
Lead/Lag				Lag	Lag		Lag	Lag		Lead	Lead	
Lead-Lag Optimize?												
Vehicle Extension (s)	5.0	5.0		5.0	5.0		5.0	5.0		4.0	4.0	
Minimum Gap (s)	5.0	5.0		5.0	5.0		5.0	5.0		4.0	4.0	
Time Before Reduce (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Recall Mode	Max	Max		None	None		None	None		None	None	
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0		11.0	11.0		11.0	11.0	
Pedestrian Calls (#/hr)	18	18		1	1		1	1		18	18	
Act Effct Green (s)		26.1			15.3			15.3	74.9	12.3	12.3	
Actuated g/C Ratio		0.35			0.20			0.20	1.00	0.16	0.16	
v/c Ratio		0.36			0.46			0.39	0.28	0.34	0.53	
Control Delay		22.3			34.6			31.7	0.7	33.0	14.4	

Lanes, Volumes, Timings

1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB

12/03/2021

												
Lane Group	EBL	EBT	EBR	NBL	NBT	NBR	SBL	SBT	SBR2	NEL	NER	NER2
Queue Delay		0.0			0.0			0.0	0.0	0.0	0.0	
Total Delay		22.3			34.6			31.7	0.7	33.0	14.4	
LOS		C			C			C	A	C	B	
Approach Delay		22.3			34.6			6.9		19.9		
Approach LOS		C			C			A		B		
Queue Length 50th (ft)		43			29			25	0	23	4	
Queue Length 95th (ft)		101			75			67	0	62	55	
Internal Link Dist (ft)		606			383			329		599		
Turn Bay Length (ft)											181	
Base Capacity (vph)		730			255			266	965	339	392	
Starvation Cap Reductn		0			0			0	0	0	0	
Spillback Cap Reductn		0			0			0	0	0	0	
Storage Cap Reductn		0			0			0	0	0	0	
Reduced v/c Ratio		0.36			0.31			0.26	0.29	0.18	0.36	

Intersection Summary

Area Type: CBD

Cycle Length: 90

Actuated Cycle Length: 74.9

Natural Cycle: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.53

Intersection Signal Delay: 16.9

Intersection LOS: B

Intersection Capacity Utilization 58.5%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Central Ave NEB & Delaware Ave NB/Delaware Ave SB & Virginia St EB





E

Cost Estimate



Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Cost Estimates
Task: Unit Costs
Job #: 322201

Computed by: SA Date: 12/6/2021
Checked by: ABS Date: 12/6/2021
Workbook: COC Cost Estimate.xlsx
Page: 1 of 5

Unit Cost Summary

Notes:

- Cost estimates do not include engineering, environmental, right of way, or utility relocations
- All estimates are based on 2020 unit prices

Traffic Items Unit Costs

Signing Improvements		\$ 18,500	LS
Pedestal Poles, E1		\$ 10,000	EA
Signal Support, A1		\$ 25,000	EA
Signal Heads, Vehicular		\$ 1,500	EA
Signal Heads, Pedestrians		\$ 1,000	EA
Miscellaneous Signal		\$ 20,000	LS
Priority Control System Detector		\$ 3,700	EA
Priority Control System Emitter		\$ 1,100	EA
Signal Controller		\$ 15,000	LS
Traffic Detector, RADD		\$ 25,000	LS
Incidental Electrical Work		\$ 20,000	LS
Eradication of Pavement Marking		\$ 6	SF
Centerline, Type II, 6 in		\$ 0.30	LF
Edge Line, Type II, 6 in		\$ 0.30	LF
Lane Line, Type II, 6 in		\$ 0.30	LF
Channelizing Line, Type V, 8 in		\$ 10	LF
Stop Line, Type V, 12 in		\$ 20	LF
Crosswalk Line, Type V		\$ 20	LF
One Directional Lane Assignment Arrow		\$ 400	EA
Multi Directional Lane Assignment Arrow		\$ 550	EA
Detectable Warning Surface		\$ 500	EA

Roadway Unit Costs

New Concrete Median		\$ 250	SY
Drainage Modifications		\$ 150	SY
Concrete Sidewalk		\$ 100	SY
Curb Ramp		\$ 3,000	EA



Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Cost Estimates
Task: 2041 Cost Estimate Summary
Job #: 322201

Computed by: SA Date:12/6/2021
Checked by:ABS Date:12/6/2021
Workbook: COC Cost Estimate.xlsx
Page: 2 of 5

Cost Estimate Summary

	Improvement Type		Sub-Total	20% Contingency	Total
	Roadway	Traffic			
Alternative 1B	\$ 50,500.00	\$ 244,233.50	\$ 294,733.50	\$ 58,947.00	\$ 354,000.00
Alternative 1C	\$ 34,400.00	\$ 278,848.50	\$ 313,248.50	\$ 62,650.00	\$ 376,000.00
Alternative 3	\$ 59,900.00	\$ 244,348.50	\$ 304,248.50	\$ 60,850.00	\$ 366,000.00

Notes:

- Cost estimates do not include engineering, environmental, right of way, or utility relocations
- All estimates are based on 2020 unit prices
- 20% contingency includes unknowns such as MOT, drainage, etc.



Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Cost Estimates
Task: Alternative 1B Cost Breakdown
Job #: 322201

Computed by: SA Date:12/6/2021
Checked by:ABS Date:12/6/2021
Workbook: COC Cost Estimate.xlsx
Page: 3 of 5

Alternative 1B: Modified Lane Configuration with Island

Traffic Items	Quantity	Unit	Unit Price	Total
Signing Improvements	1	LS	\$ 18,500.00	\$ 18,500.00
Pedestal Poles, E1	4	EA	\$ 10,000.00	\$ 40,000.00
Signal Support, A1	2	EA	\$ 25,000.00	\$ 50,000.00
Signal Heads, Vehicular	8	EA	\$ 1,500.00	\$ 12,000.00
Signal Heads, Pedestrians	8	EA	\$ 1,000.00	\$ 8,000.00
Miscellaneous Signal	1	LS	\$ 20,000.00	\$ 20,000.00
Priority Control System Detector	1	EA	\$ 3,700.00	\$ 3,700.00
Priority Control System Emitter	1	EA	\$ 1,100.00	\$ 1,100.00
Signal Controller	1	LS	\$ 15,000.00	\$ 15,000.00
Traffic Detector, RADD	1	LS	\$ 25,000.00	\$ 25,000.00
Incidental Electrical Work	1	LS	\$ 20,000.00	\$ 20,000.00
Eradication of Pavement Marking	600	SF	\$ 6.00	\$ 3,600.00
Centerline, Type II, 6 in	685	LF	\$ 0.30	\$ 205.50
Edge Line, Type II, 6 in	685	LF	\$ 0.30	\$ 205.50
Lane Line, Type II, 6 in	75	LF	\$ 0.30	\$ 22.50
Channelizing Line, Type V, 8 in	180	LF	\$ 10.00	\$ 1,800.00
Stop Line, Type V, 12 in	65	LF	\$ 20.00	\$ 1,300.00
Crosswalk Line, Type V	800	LF	\$ 20.00	\$ 16,000.00
One Directional Lane Assignment Arrow	4	EA	\$ 400.00	\$ 1,600.00
Multi Directional Lane Assignment Arrow	4	EA	\$ 550.00	\$ 2,200.00
Detectable Warning Surface	8	EA	\$ 500.00	\$ 4,000.00
Sub-Total				\$ 244,233.50

Roadway Items	Quantity	Unit	Unit Price	Total
New Concrete Median Between Virginia St. and Central Ave.	55	SY	\$ 250.00	\$ 13,750.00
Subsurface Drainage	55	SY	\$ 150.00	\$ 8,250.00
Concrete Sidewalk for removing old ramps	45	SY	\$ 100.00	\$ 4,500.00
Curb ramps to replace old ramps	8	EA	\$ 3,000.00	\$ 24,000.00
Sub-Total				\$ 50,500.00
Total				\$ 294,733.50



Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Cost Estimates
Task: Alternative 1C Cost Breakdown
Job #: 322201

Computed by: SA Date:12/6/2021
Checked by:ABS Date:12/6/2021
Workbook: COC Cost Estimate.xlsx
Page: 4 of 5

Alternative 1C: Modified Lane Configuration

Traffic Items	Quantity	Unit	Unit Price	Total
Signing Improvements	1	LS	\$ 18,500.00	\$ 18,500.00
Pedestal Poles, E1	7	EA	\$ 10,000.00	\$ 70,000.00
Signal Support, A1	2	EA	\$ 25,000.00	\$ 50,000.00
Signal Heads, Vehicular	8	EA	\$ 1,500.00	\$ 12,000.00
Signal Heads, Pedestrians	10	EA	\$ 1,000.00	\$ 10,000.00
Miscellaneous Signal	1	LS	\$ 20,000.00	\$ 20,000.00
Priority Control System Detector	1	EA	\$ 3,700.00	\$ 3,700.00
Priority Control System Emitter	1	EA	\$ 1,100.00	\$ 1,100.00
Signal Controller	1	LS	\$ 15,000.00	\$ 15,000.00
Traffic Detector, RADD	1	LS	\$ 25,000.00	\$ 25,000.00
Incidental Electrical Work	1	LS	\$ 20,000.00	\$ 20,000.00
Eradication of Pavement Marking	603	SF	\$ 6.00	\$ 3,615.00
Centerline, Type II, 6 in	685	LF	\$ 0.30	\$ 205.50
Edge Line, Type II, 6 in	685	LF	\$ 0.30	\$ 205.50
Lane Line, Type II, 6 in	75	LF	\$ 0.30	\$ 22.50
Channelizing Line, Type V, 8 in	180	LF	\$ 10.00	\$ 1,800.00
Stop Line, Type V, 12 in	65	LF	\$ 20.00	\$ 1,300.00
Crosswalk Line, Type V	880	LF	\$ 20.00	\$ 17,600.00
One Directional Lane Assignment Arrow	4	EA	\$ 400.00	\$ 1,600.00
Multi Directional Lane Assignment Arrow	4	EA	\$ 550.00	\$ 2,200.00
Detectable Warning Surface	10	EA	\$ 500.00	\$ 5,000.00
Sub-Total				\$ 278,848.50

Roadway Items	Quantity	Unit	Unit Price	Total
Concrete Sidewalk for removing old ramps	44	SY	\$ 100.00	\$ 4,400.00
Curb ramps to replace old ramps	10	EA	\$ 3,000.00	\$ 30,000.00
Sub-Total				\$ 34,400.00
Total				\$ 313,248.50



Project: Virginia St-Delaware Ave (Five Corners)
Intersection Traffic Study
Subject: Cost Estimates
Task: Alternative 3 Cost Breakdown
Job #: 322201

Computed by: SA Date:12/6/2021
Checked by:ABS Date:12/6/2021
Workbook: COC Cost Estimate.xlsx
Page: 5 of 5

Alternative 3: Convert Central Avenue to One-way Out

Traffic Items	Quantity	Unit	Unit Price	Total
Signing Improvements	1	LS	\$ 18,500.00	\$ 18,500.00
Pedestal Poles, E1	4	EA	\$ 10,000.00	\$ 40,000.00
Signal Support, A1	2	EA	\$ 25,000.00	\$ 50,000.00
Signal Heads, Vehicular	8	EA	\$ 1,500.00	\$ 12,000.00
Signal Heads, Pedestrians	8	EA	\$ 1,000.00	\$ 8,000.00
Miscellaneous Signal	1	LS	\$ 20,000.00	\$ 20,000.00
Priority Control System Detector	1	EA	\$ 3,700.00	\$ 3,700.00
Priority Control System Emitter	1	EA	\$ 1,100.00	\$ 1,100.00
Signal Controller	1	LS	\$ 15,000.00	\$ 15,000.00
Traffic Detector, RADD	1	LS	\$ 25,000.00	\$ 25,000.00
Incidental Electrical Work	1	LS	\$ 20,000.00	\$ 20,000.00
Eradication of Pavement Marking	603	SF	\$ 6.00	\$ 3,615.00
Centerline, Type II, 6 in	685	LF	\$ 0.30	\$ 205.50
Edge Line, Type II, 6 in	1,018	LF	\$ 0.30	\$ 305.50
Lane Line, Type II, 6 in	75	LF	\$ 0.30	\$ 22.50
Channelizing Line, Type V, 8 in	180	LF	\$ 10.00	\$ 1,800.00
Stop Line, Type V, 12 in	65	LF	\$ 20.00	\$ 1,300.00
Crosswalk Line, Type V	800	LF	\$ 20.00	\$ 16,000.00
One Directional Lane Assignment Arrow	4	EA	\$ 400.00	\$ 1,600.00
Multi Directional Lane Assignment Arrow	4	EA	\$ 550.00	\$ 2,200.00
Detectable Warning Surface	8	EA	\$ 500.00	\$ 4,000.00
Sub-Total				\$ 244,348.50

Roadway Items	Quantity	Unit	Unit Price	Total
New Concrete Median Between Virginia St. and Central Ave.	90	SY	\$ 250.00	\$ 22,500.00
Subsurface Drainage	60	SY	\$ 150.00	\$ 9,000.00
Concrete Sidewalk for removing old ramps	44	SY	\$ 100.00	\$ 4,400.00
Curb ramps to replace old ramps	8	EA	\$ 3,000.00	\$ 24,000.00
Sub-Total				\$ 59,900.00
Total				\$ 304,248.50



F

Presentation to the City
Planning and Streets
Commission



Virginia Street with Delaware and Central Avenues

Draft Traffic Study Summary

February 28, 2022



Scope of Project

- Data Collection
 - Traffic Volumes
 - Pedestrian Accessibility
 - General Observations
- Analyses
 - Safety
 - Traffic
- Alternative Development
- Reporting



Amy Balmer Staud, PE, PTOE

- Traffic Engineer with 23+ years of experience
- Specializes in traffic operations, safety, and traffic design

General Observations

- Pedestrians
 - Signal uses concurrent peds with no heads or actuation
 - Mixed crosswalk marking types
 - Minimum width is met for sidewalks and obstructions
 - Western leg (Central/Virginia) does not have designated accommodations
- Vehicle Movements
 - Virginia Street ↔ Central Avenue turns can be difficult, especially for trucks



General Observations

- Lanes
 - Worn lane arrow markings
 - Lane delineation in intersection
 - Wide driveways, some no longer used
- Parking
 - Reduced lane width on Delaware NB approach due to on-street parking



Operational Observations

- Peak Hour is 4-5 PM
 - Highest truck traffic is on Virginia (1-4%)
 - Typical pedestrian activity for urban area
 - Minimal bike activity
- Signal phasing and timing is efficient and clears all queues

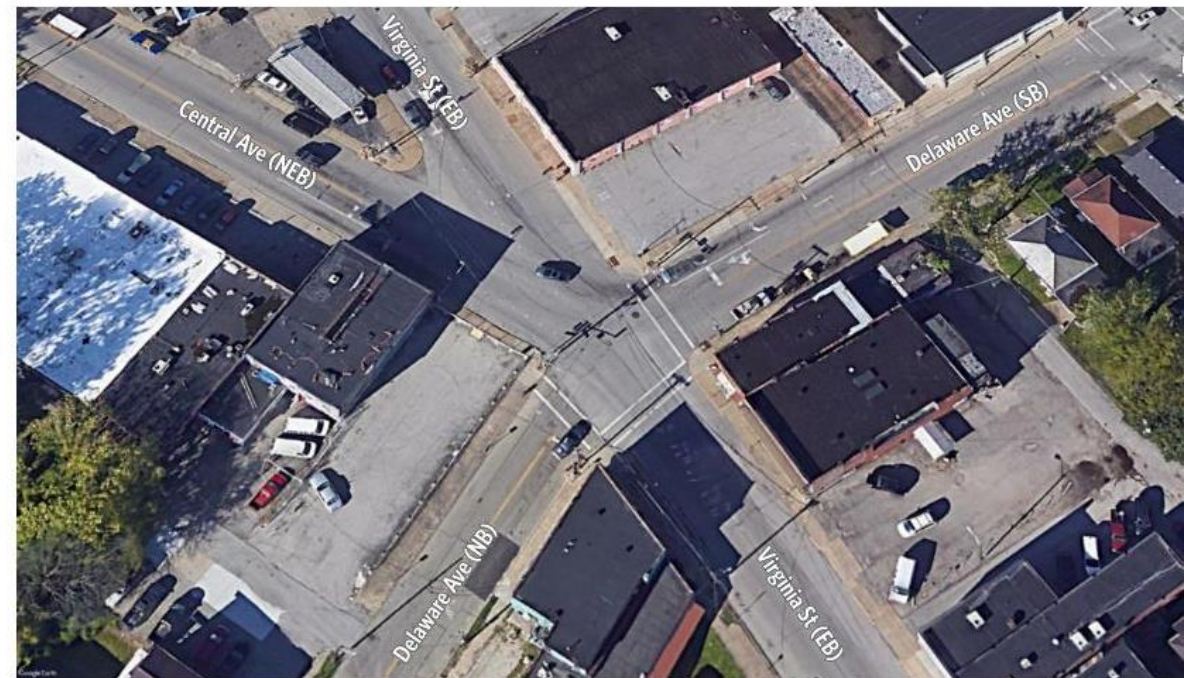
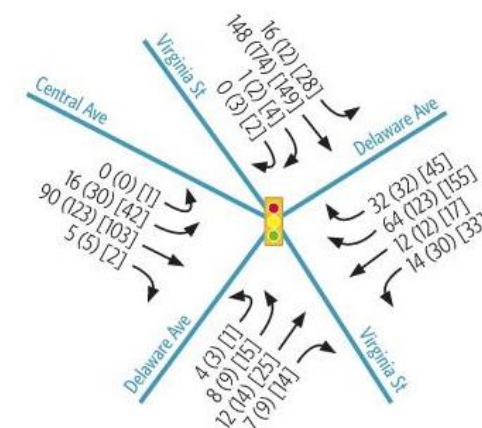
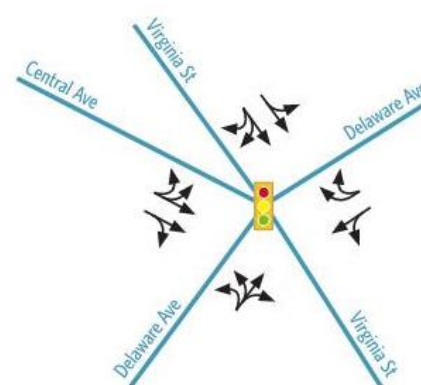


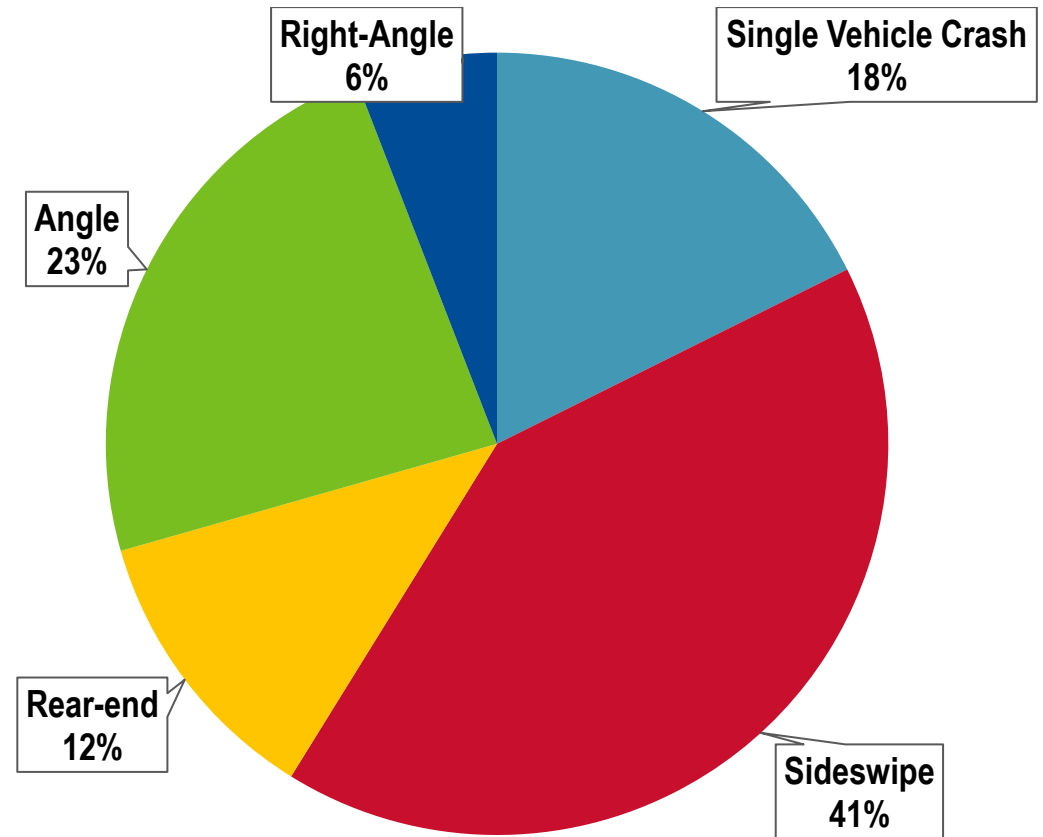
Fig 1: Existing Intersection Geometry

Fig 2: 2021 Existing Peak Hour Volumes



Crash Observations

- 17 crashes in previous 5 years
 - 2 involved pedestrians
 - 3 resulted in injuries
- Crash Rate is less than statewide average (based on WVDOT criteria)



Virginia St and Delaware Ave (Five Corners) Intersection



Legend:

	Object		Angle (front to side) Opposite Direction		Out of Control
	Rear End		Angle (front to side) Same Direction		Pedestrians
	Right Angle		Sideswipe		Crash ID

Number of Crashes:

14	Property Damage Only
3	Injury
0	Fatality
17	TOTAL

Traffic Operational Analysis

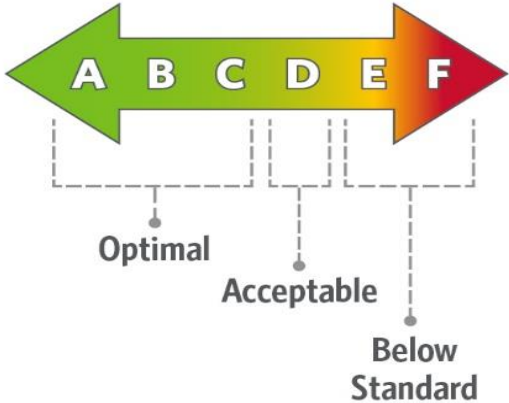
- Defined as Level of Service (LOS)

Signalized Control Delay (sec/veh) HCM Exhibit 19-8		LOS Description
A	≤ 10	Free flow, insignificant delays.
B	> 10-20	Stable operations, minimal delays.
C	> 20-35	Stable operations, acceptable delays.
D	> 35-55	Restricted flows, regular delays.
E	> 55-80	Maximum capacity, extended delays. Volumes at or near capacity. Long queues form upstream from intersection.
F ²	> 80 or v/c > 1.0	Forced flow, excessive delays. Represents jammed conditions. Intersection operates below capacity with low volumes. Queues may block upstream intersections.

Notes:

- Unsignalized LOS is for the worst stop-controlled approach.
- Any v/c > 1.0 results in LOS F regardless of delay.

WHAT IS LEVEL OF SERVICE?



Level of Service (LOS)

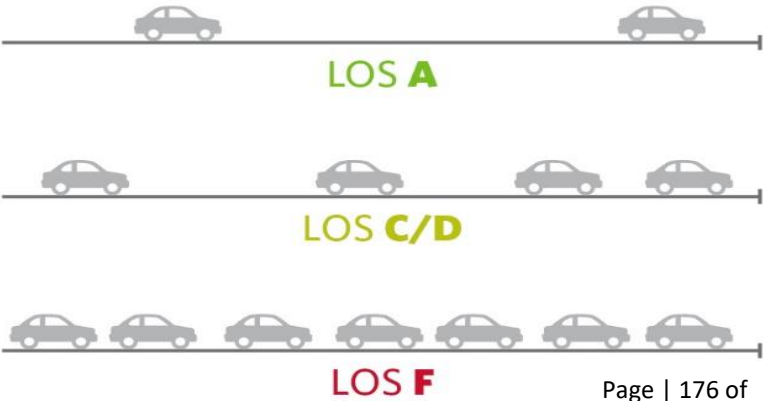
A standard measurement, based on vehicle delay and queues, which reflects the relative ease of traffic flow on a scale of A to F

LOS A

Minor delay at signal, little queuing

LOS F

Highly congested traffic conditions

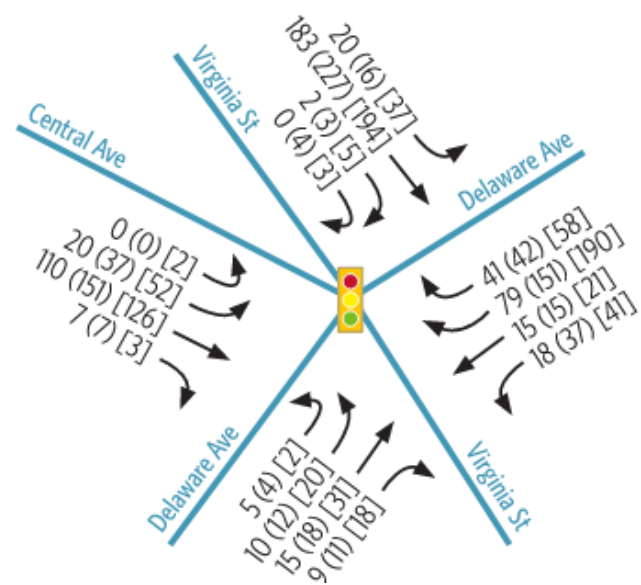


2041 No-Build Analysis

Assumed:

- 1% compounded growth rate
- Optimization of signal timings and cycle length

2041 No-Build Peak Hour Volumes



2041 No-Build LOS

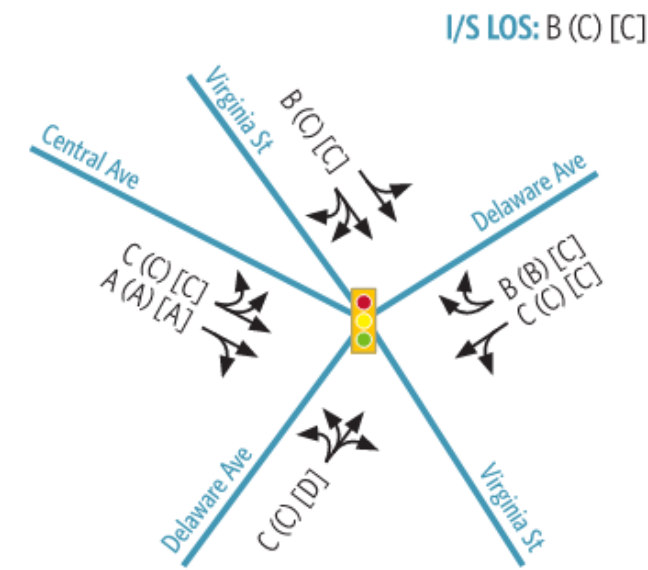


Table 4-1: Summary of 2021 Existing and 2041 No-Build LOS

	2021 Existing AM(Midday)[PM]	2041 No-Build AM(Midday)[PM]
Virginia Street (EB)	B(B)[C]	B(C)[C]
Delaware Avenue (NB)	C(C)[D]	C(C)[D]
Delaware Avenue (SB)	B(C)[C]	B(C)[C]
Central Avenue (NEB)	B(B)[B]	B(B)[B]
Overall Intersection	B(C)[C]	B(C)[C]

Legend:

- Traffic Signal
- X Thursday AM Peak (vph)/LOS
7:45 AM - 8:45 AM
- (X) Friday Mid Peak (vph)/LOS
12:30 PM - 1:30 PM
- [X] Thursday PM Peak (vph)/LOS
4:00 PM - 5:00 PM

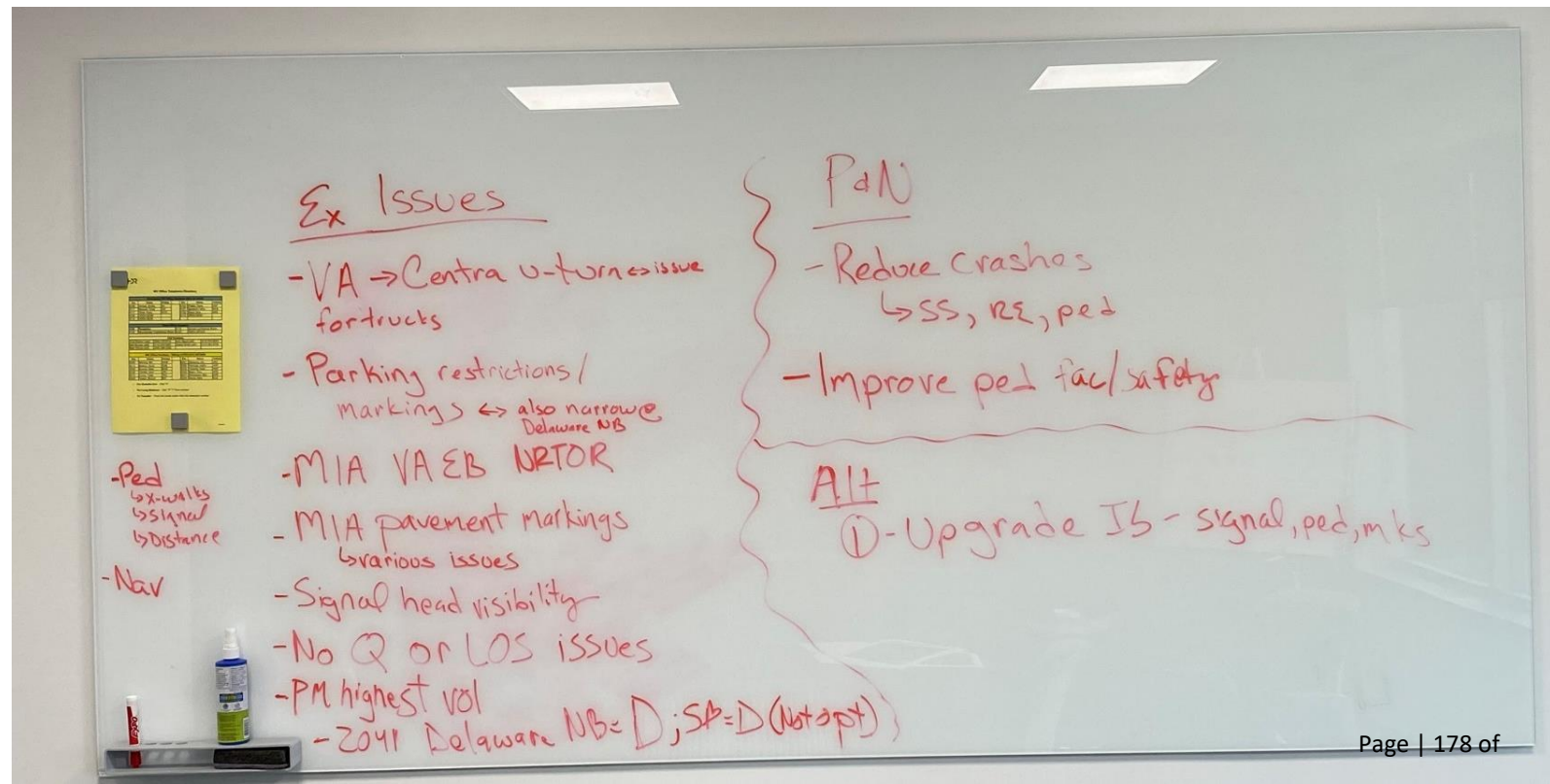
What are we trying to solve?

Primary Issues

- Reduce crashes
 - Predominately side swipes
- Improve pedestrian connectivity and accommodations
- Adjust parking restrictions near intersection

Secondary Issues

- Upgrade signal equipment, markings



Concepts Studied

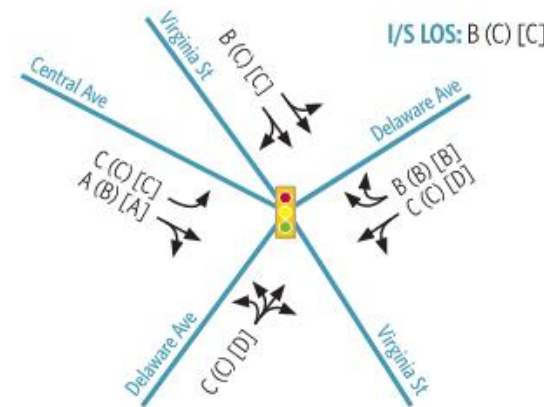
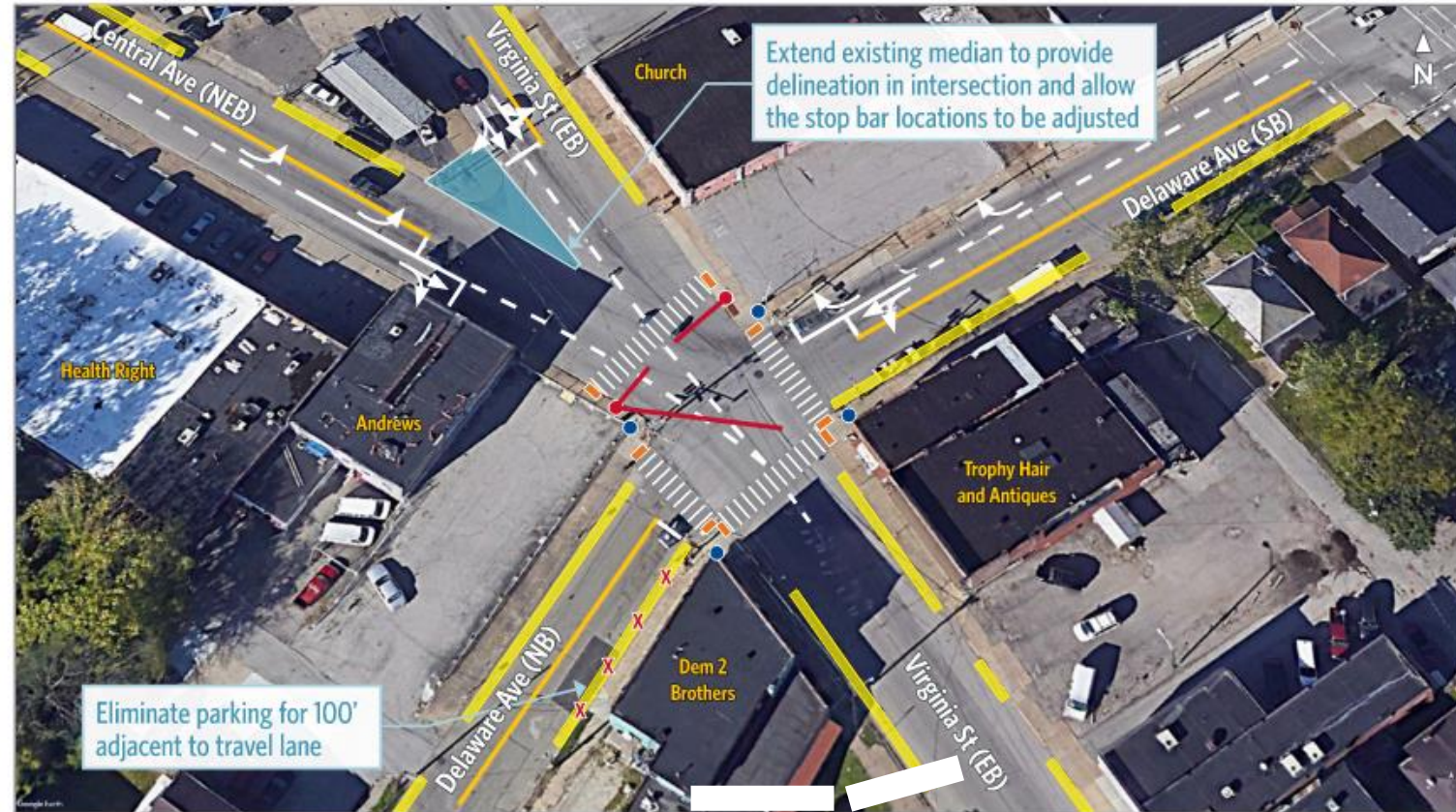
- Alternative 1: Upgrade existing intersection
 - Alternative 1B – Modified Lane Configurations with Island
 - Alternative 1C - Modified Lane Configurations (No Island)
- Alternative 3: Convert Central Avenue to One-Way Out

General Improvements: (Included in All Alternatives)

- Renovate the traffic signal, including new mast arm poles, lighting, signal heads, detection, communications, controller, and pedestrian accommodations (heads and push buttons).
- Install pedestrian crosswalks on all approach legs with curb ramps and detectable warning surfaces.
- Update signing and pavement markings including lane utilization signs, lane arrows, stop bars, and parking restrictions.

Alternative 1B

- Modified lane configurations
 - Central Avenue will have an exclusive left-turn lane and shared through-right lane
 - Eliminate the U-turn movements to/from Virginia Street and Central Avenue
- Extended island between Virginia Street and Central Avenue to help define roadways
- Add pedestrian crosswalk to western leg of the intersection



Signing Improvements:

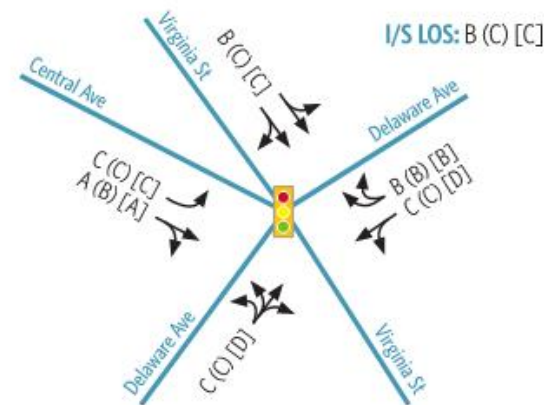
1. No U-turn signing for Central Avenue and Virginia Street.
2. No Turn on Red signing for Virginia Street.
3. Update No Parking signing to coincide with added turn lanes.

Legend:

- Traffic Signal
- X (X) [X] AM (Midday) [PM] Level of Service (LOS)
- Detectable Warning System (DWS)
- Traffic Signal Pole
- Pedestrian Signal Pole
- Curb Lane Parking Allowable

Alternative 1C

- Similar to Alternative 1B
 - Does not include island between Virginia Street and Central Avenue
- Pedestrian crossing is included, however, the location is to the west



Signing Improvements:

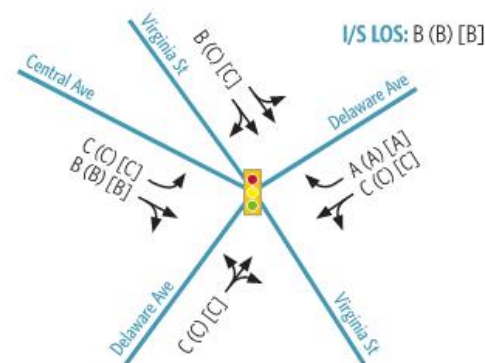
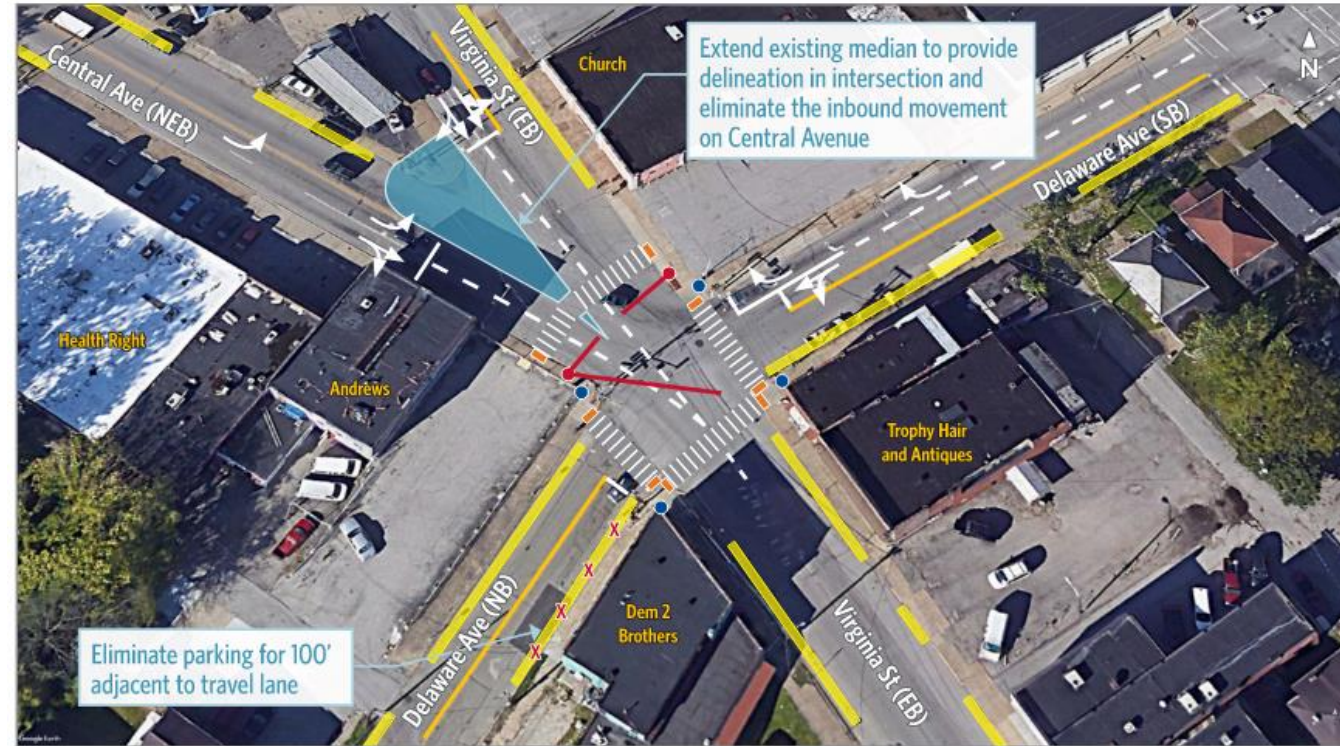
1. No Turn on Red signing for Virginia Street.
2. Update No Parking signing to coincide with added turn lanes.

Legend:

- Traffic Signal
- AM (Midday) [PM] Level of Service (LOS)
- Detectable Warning System (DWS)
- Traffic Signal Pole
- Pedestrian Signal Pole
- Curb Lane Parking

Alternative 3

- Central Avenue is restricted to one-way out
 - Inbound traffic would have to use Virginia Street or other local roads
- Includes extension of sidewalk between Central Avenue and Virginia Street
 - Restricts inbound traffic
 - Provides a pedestrian refuge island
 - Eliminates the U-turn movements



Signing Improvements:

1. No U-turn signing for Central Avenue and Virginia Street.
2. No Turn on Red signing for Virginia Street.
3. Update No Parking signing to coincide with added turn lanes.

Legend:

- Traffic Signal
- AM (Midday) [PM] Level of Service (LOS)
- Detectable Warning System (DWS)
- Traffic Signal Pole
- Pedestrian Signal Pole
- Curb Lane Parking Allowable

Comparison of 2041 No-Build to Build Analysis

Table 5-1: Summary of 2041 Build Alternative LOS

	No-Build AM(Midday)[PM]	Alternative 1B/1C AM(Midday)[PM]	Alternative 3 AM(Midday)[PM]
Virginia Street (EB)	B(C)[C]	B(C)[C]	B(C)[C]
Delaware Avenue (NB)	C(C)[D]	C(C)[D]	C(C)[C]
Delaware Avenue (SB)	B(C)[C]	B(B)[C]	A(A)[A]
Central Avenue (NEB)	B(B)[B]	B(B)[B]	B(B)[B]
Overall Intersection	B(C)[C]	B(C)[C]	B(B)[B]

Conceptual Cost Estimate

- Costs are based on 2020 dollars
- A 20% contingency was added for unforeseen costs such as drainage, temporary traffic control, permits, etc.
- *Not included in estimates: engineering, environmental, utility relocations, or right-of-way acquisitions*

Table 5-3: Conceptual Cost Estimate

Alternatives	Conceptual Cost Estimate
Alternative 1B – Modified Lane Configurations with Island	\$354,000
Alternative 1C – Modified Lane Configurations	\$376,000
Alternative 3 – Convert Central Avenue to One-way Out	\$366,000

Decision Matrix

- Each factor was scored from 1 to 5 based on the impacts
- Alternatives 1B and 1C had the lowest scores.
- Alternative 3 had the highest score due to the business impacts on Central Avenue

Table 5-4: Alternatives Evaluation Matrix

Evaluation Considerations		Alternative		
		1B	1C	3
Safety	Reduction of Sideswipe Crashes	2	3	2
	Improved Pedestrian Safety	1	3	2
Design and Operations	Improved Traffic Flow	3	3	1
	Driver Expectancy	1	1	3
Community	Constructability	3	1	3
	Business Accessibility	1	1	4
Financial	Construction Costs	2	1	2
	Future Maintenance Costs	2	1	2
Score		15	14	19

1-2	Lowest likely impacts, addresses elements with good conformance to project goals, low construction/maintenance costs
3	Mid-range of impacts, addresses elements to somewhat conformance to project goals, medium construction/maintenance costs
4-5	High likely impacts, does not address elements or conform with project goals, high construction/maintenance costs

Conclusions

- From a traffic operations perspective, all alternatives provide acceptable LOS in future
- Each alternative improves pedestrian accessibility and accommodations
- Deciding factors:
 - Construction cost
 - Impacts to traffic circulation
 - Impacts to adjacent properties

Next Steps:

- Finalize recommendation
- Submit Final Traffic Study



500 Virginia Street E
Suite 1250
Charleston, WV 25301
681.341.6100
hdrinc.com

We practice increased use of sustainable
materials and reduction of material use.



May 3, 2022

Jonathan T. Storage, Esq.
City Manager
City of Charleston
501 Virginia Street, East
Charleston, WV 25301
jonathan.storage@cityofcharleston.org

Re: Five Corners Intersection Redesign
Fee Proposal

Dear Mr. Storage:

Enclosed is our fee proposal as requested in your letter dated April 21, 2022.

This project involves the redesign of the Five Corners intersection. It is based on "Alternative 1B" of the March 4, 2022, "Virginia St. and Delaware Ave. (Five Corners) Intersection Traffic Study" prepared by HDR for the City of Charleston. The project includes design services to modify lane configurations, extend the island between Virginia Street and Central Avenue, add a pedestrian crosswalk to the western leg of the intersection, signing improvements and contract administration services. Like the Traffic Study, this work will be performed as a cost-plus fixed fee type contract.

We look forward to beginning work on this project upon receiving Notice to Proceed. If you have any questions on this proposal, please do not hesitate to contact us.

Sincerely,

HDR Engineering, Inc.

James D. Carnahan, PE
Vice President

Amy Balmer Staud, PE, PTOE
Vice President



Five Corners Intersection Redesign

Charleston, WV

May 3, 2022

Exhibit A – Scope of Work

Exhibit B – Fee Proposal

Exhibit C – Indirect Cost Desk Review Memo

HDR Engineering, Inc.
500 Virginia Street, East
Suite 1250
Charleston, WV 25301

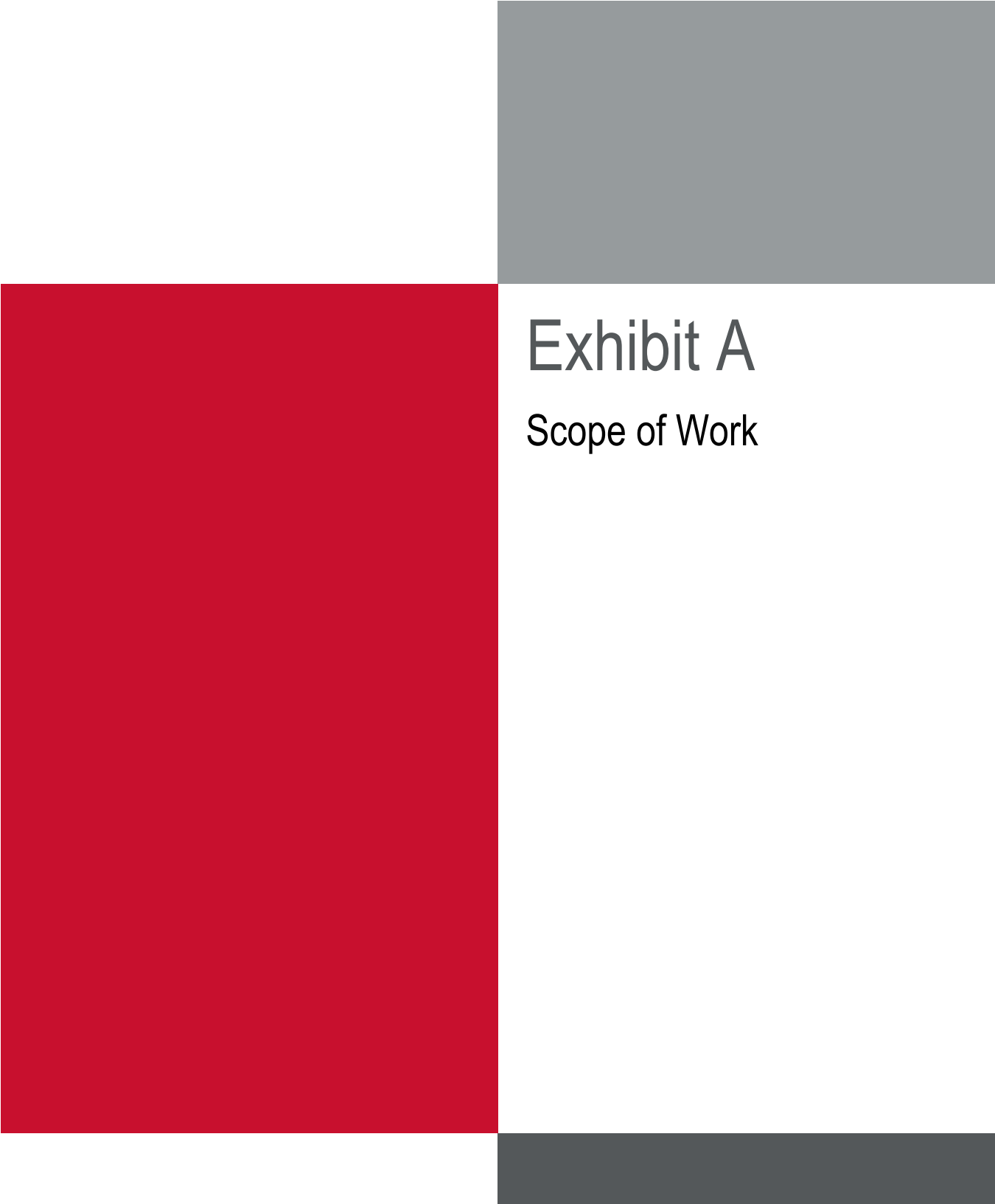


Exhibit A

Scope of Work

EXHIBIT A SCOPE OF WORK

Introduction

This City of Charleston (City) has requested HDR Engineering (HDR) prepare this scope of work based on “Alternative 1B” of the March 4, 2022, “Virginia St. and Delaware Ave. (Five Corners) Intersection Traffic Study” prepared by HDR for the City of Charleston. This intersection has a unique five-legged configuration, sidewalks on each approach, and on-street parking. This area of the City is experiencing a transformation which includes the development of previously vacant parcels into restaurants, shops, and a medical facility. This scope of work is based on HDR’s understanding of the project through work on the traffic study and the City’s letter requesting this proposal dated April 21, 2022.

This project consists of providing design plans to modify lane configurations, extend the island between Virginia Street and Central Avenue, add a pedestrian crosswalk to the western portion of the intersection, prepare signing improvements and provide contract administration services. As part of the design process, HDR will prepare Lidar mapping of the intersection and approximately 150’ along each of its five legs. Two (2) plan submissions will be provided to the City for review and comment prior to submitting final plans. They are anticipated to occur at roughly 30% Preliminary Plans and 90% Final Plans. HDR anticipates current WVDOH standard specifications and standard details will be used as the primary standards for plan development. HDR will supplement these standards with City specific details as appropriate. General Exclusions are provided following Section 4.

1. Preliminary Plans

HDR will hold a kickoff meeting with the City to discuss project expectations and gather information such as existing plans, City details, templates, etc. Plans will be prepared using the English system.

1.1. Mapping

HDR will utilize survey-grade small Unmanned Aerial Systems (sUAS or drone) technology to capture imagery and point cloud data that will be used to develop base mapping for the intersection. Prior to the drone flight, HDR will make a One Call request to identify the horizontal location of underground facilities. Mapping will be developed at 1” =20’ scale. Due to the nature of this project, no subsurface survey is

anticipated at this time. If subsurface field survey becomes necessary, it will be by supplemental agreement.

All surveys will use local site control established by Global Navigation Satellite System (GNSS or GPS) methods and will be tied to existing project survey control or published National Geodetic Survey (NGS) control marks where applicable.

The surveys within the AOIs will seek to collect the following data and accomplish the following goals:

- Establish Ground Control Points (GCPs) within Survey area(s)
 - Estimated 3 GCP points using survey targets or photo-identifiable objects in the project area will be used
 - GCPs will be measured using RTK GNSS, Propeller AeroPoints, and/or Total Station methods
- Collect Checkpoints for aerial survey data verification and validation
 - Checkpoints measured using RTK GNSS methods
 - ~10 checkpoints will be measured in non-vegetated terrain
- Collect Topographic Survey Data using sUAS
 - Collect current DMPA surface elevations with the purpose of confirming DMPA volumes
- Collect Aerial Imagery using sUAS.
 - To minimize shadowing aerial imagery missions will be flown between 9am and 3pm (local time)
 - Suggested photo overlap is 75% front and 75% side
 - The target horizontal and vertical accuracy for the aerial survey products is the 5-cm accuracy class, defined by ASPRS Positional Accuracy Standards for Digital Geospatial Data
 - Estimated ground resolution based on flight altitude is less than 3-cm per pixel
- Develop Base Map and related products
 - Photogrammetric 3D Point Cloud (LAS)
 - Digital Surface Model (XML)
 - Orthomosaic imagery (TIF + TFW)
 - Base Map, including planimetric features (DGN or DWG)

The data collection team shall proceed using industry safety standards as well as be equipped with PPE including high visibility vests, work boots and hard hats. During

flight operations, it may be necessary that the Pilot in Command (PIC) not wear a hat as it may interfere with visual communications with the visual observer (VO). An FAA certified remote pilot will operate HDR UAS equipment. During each flight, a minimum of one visual observer will accompany the PIC.

To the greatest extent possible, automated flight plans will be generated based on the project AOI to be collected. A best effort shall be made to conduct as much desktop pre-planning as is possible before arriving on-site. When automation is not possible, the flight team will fly the area manually, always adhering to FAA Part 107 standards and HDR guidelines.

1.2. Roadway Design

Based on mapping prepared in Item 1.1., existing construction and right of way plans provided by the City, HDR will plot the existing roadway right of ways. HDR will establish horizontal baselines for Virginia Street, Delaware Avenue, and Central Avenue. HDR roadway plans will include preliminary details to extend the median island between Virginia Street and Central Avenue. HDR will investigate impacts to surface drainage and investigate options to provide positive drainage such as adjusting gutter slopes, adding inlets, and providing curb openings. If an inlet is added, it is anticipated the outlet pipe can connect to the existing drainage system without downstream system analysis. It is anticipated City maintenance will provide or assist HDR in obtaining invert depths of local inlets if needed. Preliminary plans will also identify curb ramp locations for the proposed western crosswalk.

Typical sections will be provided to illustrate the lane configurations, lane widths along with the proposed median island location. Details will be provided to illustrate proposed island geometry and preliminary edge elevations.

Once mapping is received, utility verification requests will be sent to utilities to confirm their locations.

Effort has been included to in this task to perform on one field visit.

1.3. Temporary Traffic Control Plans (TTCP)

HDR will prepare a temporary traffic control plan for the proposed construction activities. While it is anticipated that most work can be completed with minor interruption to traffic, short-term detours and/or flagging may be required for activities

which restrict the intersection. Given the low complexity of the work, detailed temporary traffic control layout plans will not be required. In lieu of the plans, a detailed description of the phasing will be provided, along with references to standard temporary traffic control cases. The following sheets will be included:

- Summary of Quantities (blank placeholder for the 30% plans) and General Notes
- Traffic Control Phasing, including references to Manual on Uniform Traffic Control Devices (MUTCD) and/or WVDOH standard cases
- Detour plans, if required. Only one (1) detour plan with only the route shown will be developed for the preliminary phase, if required.

1.4. Signing and Pavement Markings

HDR will prepare a combined signing and pavement marking plan for the area encompassed within this project. The following sheets are anticipated:

- Summary of Quantities (blank placeholder for the 30% plans) and General Notes
- Signing Estimate of Quantities (blank placeholder for the 30% plans)
- Signing and Pavement Marking Layout
- Sign Fabrications (assume 3 street name signs will be designed)

1.5. Traffic/Pedestrian Signal Modifications

HDR will prepare traffic signal plans which includes removal of all existing signal equipment and installation of new poles, signal heads, pedestrian poles and heads, appropriate signing, signal controller, interconnect, and priority signal preemption. It is assumed the City prefers a mast-arm style pole design utilizing painted poles and specialty decorative poles will not be design or specified. Lighting will be integrated on the signal poles, as needed, to illuminate the intersection and particularly the crosswalk areas. As the City does not have signal specifications or standards, HDR will utilize West Virginia Department of Transportation standards as the basis of design. The plans will include the following sheets:

- Summary of Quantities (blank placeholder for the 30% plans)
- General Notes
- Special Details
- Priority Control System Details
- Signal Interconnect Notes

- Signal Plan Layout

It will be the responsibility of the City to request a work order for disconnection of the existing meter and installation of a new metered service. The work order numbers will be incorporated into the plans. As part of the work order request, the City will request an on-site power service meeting to discuss the location of the proposed power service. HDR will attend this meeting with the City.

1.6. Preliminary Plans Submission

HDR will develop plans on 11"x17" sheets. Plans will be submitted to the City in PDF format. HDR will prepare a preliminary cost estimate as part of this submission. Effort has been included in this task to for HDR to perform a Quality Control review of the submission.

Preliminary Plans will include the following sheets:

- Title Sheet (1 sheet)
- Typical Section (1 sheet)
- Island Modification Detail (1 sheet)
- TTCP (3 sheets)
- Plan Sheet (1 sheet)
- Signing and Pavement Marking Layout (4 sheets)
- Traffic/Pedestrian Signal Modifications (6 sheets)

2. Final Plans

The Final Plans task includes preparing and submitting 90% plans and PS&E plans to the City. Effort is included in the various final plan tasks to address 30% and 90% review comments and provide responses to meeting comments.

2.1. Final Roadway Design

Final roadway design includes addressing comments from the 30% review meeting and developing final details necessary to extend the median island between Virginia Street and Central Avenue.

Final detail includes providing median material build-up, pavement repair details at the median roadway interface, final curb line elevations, final drainage detail and curb ramp details.

This task also involves adding survey control to the plan sheet and preparing quantity calculations.

At this point no utility impacts are anticipated. If utilities are impacted and require relocation, coordination and design will be handled by supplemental agreement.

2.2. Final TTCP

HDR will address comments received during development of the 30% and 90% plans. In addition, this task includes preparing quantity calculations.

2.3. Final Signing and Pavement Markings

HDR will address comments received during development of the 30% and 90% plans. In addition, this task includes preparing quantity calculations.

2.4. Final Traffic/Pedestrian Signal Modifications

HDR will address comments received during development of the 30% and 90% plans. In addition, this task includes preparing quantity calculations.

2.5. Final Plans Submissions

Similar to the preliminary design, plans will be developed on 11"x17" sheets and will be submitted to the City in PDF format. This task includes updating the cost estimate, working day calculations, and preparing responses to submission comments. This task included Quality Control review for the 90% and PS&E submissions.

Final Plans will include the following sheets:

- Title Sheet (1 sheet)
- Typical Section (1 sheet)
- Summary of Quantities (1 sheet)
- Quantity Tables (1 sheet)
- General Notes (1 sheet)
- Special Details (2 sheets)
- Island Modification Detail (1 sheet)
- TTCP (3 sheets)
- Plan Sheet (1 sheet, Includes Geometric Layout Data)
- Signing and Pavement Marking Layout (4 sheets)
- Traffic/Ped Signal Modifications (6 sheets)

3. Contract Administration Services

3.1. Contract Administration Services

HDR's PS&E submission will be used by the City to prepare the bid package and advertise for construction. It is anticipated minor assistance will be needed from HDR in the development of the bid package. Once bids are received, HDR will assist the City in reviewing the comments and preparing responses.

Once construction begins, HDR will also review work in the field to verify general conformity to the plans and specifications. In addition, HDR will review shop drawings for the traffic signals and signing. HDR will also review pay applications and make payment recommendations to the City. It is anticipated HDR will make 6 trips to the project site to verify plan conformity and approve pay applications.

Exclusion: It is assumed the City will provide final/electrical inspection for the traffic signal controller and all components related to the traffic signal.

4. Project Administration and Meetings

4.1. Meetings

HDR's PM or Senior Engineer will attend the following meetings with the City during the project:

- Kick-off meeting
- Preliminary Plans Meeting
- Final Plans 90% Meeting
- Contract Administration Services Meeting
- One Additional Meeting

4.2. Project Administration

HDR will assign a project manager to be in charge of the overall management of this project. The project manager will be responsible for coordinating all in-house activities, as well as acting as liaison with the City and outside agencies, as required. Administrative work will include invoice preparation, accounting, secretarial work, and management functions performed by department, section and project managers and project engineers. For this proposal, six (6) months of project administration activities and invoicing are assumed.

GENERAL ITEMS AND EXCLUSIONS

HDR will not proceed with any work on the project considered to be beyond the scope, complexity, or character of the work established for the project at the time the original Agreement is entered into without written approval from the City. Any modification to the scope of work will be by Supplemental Agreement.

The following items have been identified as being exclusions from the proposal as they are deemed not necessary at the time of this scope:

- General sidewalk, curb, pavement repair and/or overlay
- Subsurface survey
- Downstream drainage analysis
- Permitting
- Utility relocation design and/or coordination
- It is assumed all work will be contained in the existing right of way. No effort has been included to develop right of way plans or to plot existing adjacent property boundaries.

SAFETY

HDR has always been committed to providing our employees with a safe and healthy workplace. No activity conducted by HDR employees is so important that we cannot afford to conduct the activity in a safe and healthful manner. HDR has developed a Corporate Health and Safety (H&S) Program that was prepared to provide employees with information on the safe completion of project activities, and information on H&S hazards in the workplace. The Corporate H&S program is in full compliance with the Occupational Safety and Health Administration (OSHA). Adherence to the requirements of OSHA and the HDR H&S Program is considered essential for the protection of HDR employees and to minimize exposure to health and safety hazards. HDR training for the H&S program is administered to staff and is accounted for in the accounting audit under Allocated Expenses. For this project, in accordance with OSHA and the HDR H&S Program, no special costs are anticipated to be incurred.

PROJECT MILESTONES

For proposal purposes, HDR has developed the following major milestones based on a six (6) month schedule.

Task	Completion
Anticipated Notice to Proceed	Month 0
Preliminary Plans	Month 2.5
90% Final Plans	Month 4.5
Final Plans	Month 5.5
Contract Administration	Month 6



Exhibit B

Fee Proposal

SUMMARY BY CLASSIFICATION AND TASK

TOTAL MANHOURS	QA/QC	Project Manager	Senior Engineer	Surveyor/ Drone Pilot	Engineer	EIT/CAD	Clerical	TOTAL
Item 1 - Preliminary Plans	4	3	58	12	65	142	0	284
Item 2 - Final Plans	8	2	58	0	126	110	2	306
Item 3 - Contract Administration Services	0	0	40	0	32	0	0	72
Item 4 - Project Administration and Meetings	0	21	10	0	0	0	9	40
TOTAL MANHOURS	12	26	166	12	223	252	11	702

HOURLY SALARY RATE	\$77.31	\$87.04	\$65.84	\$65.33	\$34.97	\$38.08	\$33.89	
PAYROLL COST	\$927.72	\$2,263.04	\$10,929.44	\$783.96	\$7,798.31	\$9,596.16	\$372.79	\$32,671.42
								TOTAL LABOR COSTS \$32,671.42

OVERHEAD AT 147.06%	\$48,046.59
PROFIT AT 10%	\$8,071.80
CAPITAL COST OF MONEY AT 0.2536%	\$82.85
TOTAL LABOR	\$88,872.66

DIRECT COSTS	\$469.10
PROFIT @ 10%	\$46.91
TOTAL DIRECT COSTS	\$516.01

MAXIMUM AMOUNT PAYABLE **\$89,388.67**

Item 1 - Preliminary Plans	QA/QC	Project Manager	Senior Engineer	Surveyor/ Drone Pilot	Engineer	EIT/CAD	Clerical	TOTAL
Item 1.1 Mapping								
Drone Preparation (One Call, Acquire Flight Authorization)	0	0	0	8	0	0	0	8
Drone Flight and Data Transfer	0	0	0	4	0	0	0	4
Develop Mapping	0	0	0	0	0	40	0	40
Total Item 1.1	0	0	0	12	0	40	0	52
Item 1.2 Roadway Design								
Develop Project Criteria	0	0	4	0	4	0	0	8
Plot Existing Roadway RW from Ex Plans	0	0	0	0	6	2	0	8
Establish Roadway Baselines	0	0	1	0	6	0	0	7
Median Island Layout	0	0	1	0	6	6	0	13
Preliminary Drainage Review	0	0	1	0	6	0	0	7
West Curb Ramp Layout	0	0	1	0	2	1	0	4
Preliminary Typical Sections and Details	0	0	2	0	8	4	0	14
Prepare and Send Utility Verifications	0	0	8	0	0	8	0	16
Field Visit	0	0	0	0	12	0	0	12
Total Item 1.2	0	0	18	0	50	21	0	89
Item 1.3 Temporary Traffic Control Plans (TTCP)								
SOQ and General Notes	0	0	2	0	0	2	0	4
Traffic Control Phasing	0	0	4	0	0	2	0	6
Detour Plans	0	0	4	0	0	8	0	12
Total Item 1.3	0	0	10	0	0	12	0	22
Item 1.4 Signing and Pavement Markings								
SOQ and General Notes	0	0	0	0	1	2	0	3
Signing Estimate of Quantities	0	0	0	0	0	1	0	1
Signing and Pavement Marking Layout	0	0	0	0	4	8	0	12
Sign Fabrications (3 total)	0	0	0	0	2	1	0	3
Total Item 1.4	0	0	0	0	7	12	0	19

Item 1.5 Traffic/Pedestrian Signal Modifications

Summary of Quantities	0	0	0	0	0	1	0	1
General Notes	0	0	1	0	0	2	0	3
Special Details	0	0	1	0	0	2	0	3
Priority Control System Details	0	0	1	0	0	2	0	3
Signal Interconnect Notes	0	0	1	0	0	2	0	3
Signal Plan Layout	0	2	16	0	0	20	0	38
Power Service Meeting	0	1	1	0	0	0	0	2
Total Item 1.5	0	3	21	0	0	29	0	53

Item 1.6 Preliminary Plans Submission

Title Sheet	0	0	2	0	0	8	0	10
Typical Section (See Item 1.2)	0	0	0	0	0	0	0	0
Island Modification Details (See Item 1.2)	0	0	0	0	0	0	0	0
TTCP (See Item 1.3)	0	0	0	0	0	0	0	0
Plan Sheet	0	0	1	0	2	20	0	23
Signing and Pavement Markings (See Item 1.4)	0	0	0	0	0	0	0	0
Traffic/Pedestrian Signal Modifications (See Item 1.5)	0	0	0	0	0	0	0	0
Preliminary Cost Estimate	0	0	2	0	6	0	0	8
QC	4	0	4	0	0	0	0	8
Total Item 1.6	4	0	9	0	8	28	0	49

Total Item 1	4	3	58	12	65	142	0	284
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Item 2 - Final Plans	QA/QC	Project Manager	Senior Engineer	Surveyor/ Drone Pilot	Engineer	EIT/CAD	Clerical	TOTAL
Item 2.1 Final Roadway								
Plan Revisions to Address 30% and 90% Plan Comments	0	0	2	0	16	0	0	18
Final Plan Details	0	0	8	0	56	0	0	64
Roadway Quantity Calculations	0	0	2	0	16	0	0	18
Total Item 2.1	0	0	12	0	88	0	0	100
Item 2.2 Final TTCP								
SOQ and General Notes	0	0	4	0	0	2	0	6
Traffic Control Phasing	0	0	2	0	0	2	0	4
Detour Plans	0	0	2	0	0	2	0	4
Total Item 2.2	0	0	8	0	0	6	0	14
Item 2.3 Final Signing and Pavement Markings								
SOQ and General Notes	0	0	0	0	2	2	0	4
Signing Estimate of Quantities	0	0	0	0	4	2	0	6
Signing and Pavement Marking Layout	0	0	0	0	4	8	0	12
Sign Fabrications (3 total)	0	0	0	0	2	1	0	3
Total Item 2.3	0	0	0	0	12	13	0	25
Item 2.4 Final Traffic/Pedestrian Signal Modifications								
Summary of Quantities	0	0	2	0	0	1	0	3
General Notes	0	0	1	0	0	1	0	2
Special Details	0	0	1	0	0	1	0	2
Priority Control System Details	0	0	1	0	0	1	0	2
Signal Interconnect Notes	0	0	1	0	0	1	0	2
Signal Plan Layout	0	2	12	0	0	16	0	30
Total Item 2.4	0	2	18	0	0	21	0	41

Item 2 - Final Plans	QA/QC	Project Manager	Senior Engineer	Surveyor/ Drone Pilot	Engineer	EIT/CAD	Clerical	TOTAL
Item 2.5 Final Plans								
Responses to 30% and 90% Plan Comments	0	0	4	0	0	0	2	6
Title Sheet	0	0	1	0	0	2	0	3
Typical Sections	0	0	0	0	0	6	0	6
Summary of Quantities	0	0	0	0	0	6	0	6
Quantity Tables	0	0	1	0	2	6	0	9
General Notes	0	0	1	0	6	2	0	9
Special Details	0	0	2	0	4	16	0	22
Island Modifications	0	0	0	0	0	12	0	12
TTCP (See Item 2.2)	0	0	0	0	0	0	0	0
Plan Sheet	0	0	1	0	2	20	0	23
Signing and Pavement Marking Layout (See Item 2.3)	0	0	0	0	0	0	0	0
Traffic/Pedestrian Signal Modifications (See Item 2.4)	0	0	0	0	0	0	0	0
Cost Estimate Updates	0	0	1	0	6	0	0	7
Working Day Calculations	0	0	1	0	6	0	0	7
QC	8	0	8	0	0	0	0	16
Total Item 2.5	8	0	20	0	26	70	2	126
Total Item 2	8	2	58	0	126	110	2	306

Item 3 - Contract Administration Services	QA/QC	Project Manager	Senior Engineer	Surveyor/ Drone Pilot	Engineer	EIT/CAD	Clerical	TOTAL
Item 3.1 Contract Administration Services								
Pre-Bid Support	0	0	12	0	0	0	0	12
Bid Review	0	0	8	0	0	0	0	8
Shop Drawing Review	0	0	8	0	8	0	0	16
Review Construction Conformity and Pay Applications	0	0	12	0	24	0	0	36
Total Item 3.1	0	0	40	0	32	0	0	72
 Total Item 3	 0	 0	 40	 0	 32	 0	 0	 72

Item 4 - Project Administration and Meetings	QA/QC	Project Manager	Senior Engineer	Surveyor/ Drone Pilot	Engineer	EIT/CAD	Clerical	TOTAL
Item 4.1 Meetings								
Kick-off Meeting	0	2	2	0	0	0	0	4
Preliminary Plans Meeting	0	2	2	0	0	0	0	4
Final Plans Meeting	0	2	2	0	0	0	0	4
Contract Administration Services Meeting	0	2	2	0	0	0	0	4
Additional Meeting	0	2	2	0	0	0	0	4
Total Item 4.1	0	10	10	0	0	0	0	20
Item 4.2 Project Administration								
Project Management (assume 6 months)	0	8	0	0	0	0	3	11
Project Invoicing/Filing (asssume 6 months)	0	3	0	0	0	0	6	9
Total Item 4.2	0	11	0	0	0	0	9	20
Total Item 4	0	21	10	0	0	0	9	40

DIRECT NONSALARY COST				
A. Travel				
Pittsburgh to/from Charleston				
Field Visit	1 Trip @	460 Miles =	<u>460</u>	
			460	
	460 Miles @	\$0.585 Per Mile =		\$269.10
Meals				
	0 Days @	\$59.00 Per Day =		\$0.00
Lodging (\$89.00 plus \$9 tax)				
	0 Nights @	\$108.48 Per Night =	<u>\$0.00</u>	
Subtotal - Item A				\$269.10
B. Prints, Film, and Reproductions				
Preliminary Plans Submission				
Check Copies (11x17)	0 Copies @	\$0.20 Each =		\$0.00
Final Plans Submissions				
4 copies @ 20 sheets (11x17)	0 Copies @	\$0.20 Each =		\$0.00
Contract Administration				
4 copies @ 20 sheets (11x17)	0 Copies @	\$0.20 Each =		\$0.00
Subtotal - Item B				\$0.00
C. Special Equipment				
Drone For Lidar	2 Hours @	\$100.00 Per Hour =		\$200.00
Subtotal - Item C =				\$200.00
Total Direct Costs				\$469.10

<u>CLASSIFICATION</u>	<u>NAME</u>	<u>CURRENT RATE/ HOUR</u>	<u>PROPOSAL RATE/ HOUR</u>
QA/QC	055	\$74.00	\$77.31
	022	\$80.62	
		<u>\$77.31</u>	
Project Manager	019	\$87.04	\$87.04
		<u>\$87.04</u>	
Senior Engineer	364	\$63.50	\$65.84
	084	\$68.18	
		<u>\$65.84</u>	
Surveyor/Drone Pilot	694	\$65.33	\$65.33
		<u>\$65.33</u>	
Engineer	554	\$32.75	\$34.97
	337	\$37.19	
		<u>\$34.97</u>	
EIT/CAD	026	\$38.08	\$38.08
		<u>\$38.08</u>	
Clerical	079	\$37.36	\$33.89
	342	\$30.41	
		<u>\$33.89</u>	

I hereby certify the above hourly labor rates to be accurate as of the date of this proposal

Amy Balmer Staud

Amy Balmer Staud, PE, PTOE

Exhibit C

Indirect Cost Desk Review Memo



WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
1900 Kanawha Boulevard East • Building Five • Room 109
Charleston, West Virginia 25305-0440 • (304) 558-0444

Byrd E. White, III
Cabinet Secretary

Indirect Cost Desk Review Memo

Consultant HDR Engineering, Inc.
Overhead Calculation schedule for FYE 12/26/20
Approval Date 05/24/21
Rate can be used for contracts executed prior to ... 06/30/22
CPA Audited Cherry Bekaert, LLP
Cognizant Review Nebraska Department of Transportation

The West Virginia Department of Transportation (WVDOT) Auditing Division has accepted the overhead rates set forth in the Cognizant Letter issued by Nebraska Department of Transportation as stated below. A copy of this memo must be included with all new project proposals and on any requests for modifications to existing contracts.

WVDOT hereby approves the following rates as submitted:

Company-Wide Overhead	147.06%
Facility Capital Cost of Money	0.2536%

Application and Updates:

The approved rates should be used for cost proposals on contracts funded by State of WV and/or Federal sources, including projects for WVDOT and WV Local Public Agencies. The above rates are based on the most recent overhead calculation schedule the Consultant submitted to WVDOT. As more current cost information becomes available, it must be submitted to WVDOT within six months after the close of the Consultant's fiscal year.

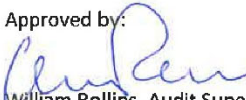
Desk Review Procedures:

A desk review was not performed. We accept the cognizant review performed by Nebraska Department of Transportation. WVDOT reserves the right to conduct an audit at a later date, if warranted.

The point of contact:

Robert Stewart, WVDOT Auditing Division
Building 5, Room 940
1900 Kanawha Boulevard East
Charleston WV 25305
304.558-3101
Email: dotauditoverheads@wv.gov

Approved by:


William Rollins, Audit Supervisor

E.E.O./AFFIRMATIVE ACTION EMPLOYER



CITY OF CHARLESTON
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Council Members

FROM: Jonathan T. Storage, City Manager 

DATE: May 12, 2022

SUBJECT: Five Corners Intersection Project

On June 14, 2021, the City issued a Request for Expressions of Interest for an engineering firm to complete a detailed traffic study to determine whether traffic lane and signal reconfigurations are warranted at the Five Corners intersection according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) and to provide findings and recommendations. The required study included an evaluation of current traffic conditions, pedestrian characteristics, and physical characteristics of the intersection to accommodate increased pedestrian traffic. The study also involved an evaluation of existing signals (pedestrian and vehicular) and the conditional assessments of pedestrian features (i.e., crosswalks, sidewalks, ADA ramps, etc.).

On July 2, 2021, the City received proposals from two engineering firms: HDR Engineering, Inc. and The Thrasher Group. Following an evaluation committee scoring process, the Administration recommended hiring HDR to perform the study, and the City Council adopted Resolution No. 524-21, approving the HDR contract on August 16, 2021.

On February 28, 2022, the Planning, Streets and Traffic Committee received and discussed HDR's final report, which is available for your review here: [FINAL REPORT](#). The Committee determined that "Alternative 1B" was the best solution to address the identified intersection deficiencies contained in the report, and the Administration agreed.

On May 16, 2022, the City Council will consider Resolution No. 652-22, which would authorize the Administration to hire HDR to actually design the intersection reconfiguration and create plans, specifications, and estimates for final project engineering consistent with "Alternative 1B." Additionally, the resolution would authorize HDR to perform construction project oversight.

Resolution No. 653-22

Introduced in Council:

Adopted by Council:

May 16, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 653-22 – Authorizing the Mayor or City Manager to enter into a memorandum
2 of understanding with the City Center Business Improvement District (“CCBID”) to establish a
3 new City position known as the Business Improvement District Ambassador and providing for
4 cost reimbursement to the City from the CCBID’s special revenue fund, as detailed in Exhibit A.

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

7
8 That the Mayor or City Manager is authorized to enter into a memorandum of understanding
9 with the City Center Business Improvement District (“CCBID”) to establish a new City position
10 known as the Business Improvement District Ambassador and providing for cost
11 reimbursement to the City from the CCBID’s special revenue fund, as detailed in Exhibit A.



General Description

The purpose of this class within the organization is to perform and complete a broad range of administrative duties, customer service, light maintenance and upkeep on an assigned public greenspace and provide other support for a department, division, or work unit.

This class works under close supervision according to set procedures.

Duties and Responsibilities

The functions listed below are those that represent the majority of the time spent working in this class. Management may assign additional functions related to the type of work of the class as necessary.

Essential Functions:

Strives to be efficient and effective at balancing and meeting the common needs and reasonable expectations of core constituents.

Contributes towards the department's mission by continuously striving to meet expectations, strategic goals and objectives.

Performs administrative work including, but not limited to answering phones, sending and responding to emails and greeting and assisting the general public.

Performs various light maintenance functions on an assigned public greenspace including, but not limited to making minor repairs, picking up litter, cleaning, sweeping, pulling vines and weeds, watering plants, and blowing leaves.

Additional Departmental, Division or Work Unit Duties:

Supports public and private efforts to improve the safety, beauty, and recreational opportunities inside the Business Improvement District.

Communicates effectively with diverse groups of individuals and stakeholder organizations.

Responds to requests from businesses and property owners located within the Business Improvement District.

Reports safety and maintenance concerns to appropriate City officials and/or appropriate non-profit agencies.





Title: Business Improvement District Ambassador

Assists with public events and may be called upon to work overtime and weekend/holiday hours.

Performs related work as assigned.

Responsibilities, Requirements, and Impacts

Data Responsibility:

Data Responsibility refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.

Collects, classifies or formats data or information in accordance with a prescribed schema or plan to facilitate the identification and extraction of useful information.

People Responsibility:

People include co-workers, workers in other areas or agencies and the general public.

Speaks with or signals to people to convey or exchange information of a general nature.

Asset Responsibility:

Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.

Requires minimum responsibility for only small quantities of low-cost items or supplies where opportunities for achieving economies or preventing loss are negligible.

Mathematical Requirements:

Mathematics requires the use of symbols, numbers and formulas to solve mathematical problems.

Uses addition and subtraction, multiplication and division and/or calculates ratios, rates and percents.

Communications Requirements:

Communications involves the ability to read, write, and speak.





Reads routine sentences, instructions, regulations, procedures or work orders; writes routine sentences and completes routine job forms and incident reports; speaks routine sentences using proper grammar.

Judgment Requirements:

Judgment requirements refer to the frequency and complexity of judgments and decisions given the stability of the work environments, the nature and type of guidance, and the breadth of impact of the judgments and decisions.

Responsible for guiding others, requiring a few decisions, affecting the individual and a few co-workers; works in a stable environment with clear and uncomplicated written/oral instructions, but with some variations from the routine.

Complexity of Work:

Complexity addresses the analysis, initiative, ingenuity, concentration and creativity, required by the job and the presence of any unusual pressures present in the job.

Performs semi-skilled work involving set procedures and rules, but with frequent problems; requires normal attention with short periods of concentration for accurate results or occasional exposure to unusual pressure.

Impact of Errors:

Impact of errors refers to consequences such as damage to equipment and property, loss of data, exposure of the organization to legal liability, and injury or death for individuals.

The impact of errors is moderate – affects those in work unit.

Physical Demands:

Physical demands refer to the requirements for physical exertion and coordination of limb and body movement.

Performs medium work that involves walking, standing, stooping, stretching, or lifting and also involves exerting between 20 and 50 pounds of force on a regular and recurring basis or exceptional skill, adeptness, and speed in the use of fingers, hands, or limbs in tasks involving very close tolerances or limits of accuracy.





Equipment Usage:

Equipment usage involves responsibility for materials, machines, tools, equipment, work aids, and products.

Handles or uses work aids involving some latitude for judgment regarding attainment of a standard or in selecting appropriate items.

Unavoidable Hazards:

Unavoidable hazards refer to the job conditions that may lead to injury or health hazards even though precautions have been taken.

Involves routine and frequent exposure to traffic, moving machinery.

Safety of Others:

*Safety of others refers to the level of responsibility for the safety of others, either inherent in the job or to ensure the safety of the general public. **(Does not include safety of subordinates).***

Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

Minimum Education and Experience Requirements:

Requires a High School Diploma or GED and one (1) year of experience in a closely related field; or any equivalent combination of education, training, and/or experience providing the requisite knowledge, skills and abilities to successfully perform the job

Requires knowledge in the use of a personal computer and in the application of Microsoft Office Products.

Core Competencies:

Knowledge, Skills & Abilities:

1. Accountability – takes responsibility for own actions.
2. Adaptability – responds positively to change.
3. Communications – listens, speaks and/or writes in a clear, concise and respectful manner.
4. Customer Service – provides courteous, accessible and quality assistance to internal and external customers.
5. Initiative – takes proactive action to complete work or resolve issues
6. Judgment & Decision Making – evaluates issues and makes sound factual decisions.





Title: Business Improvement District Ambassador

7. Professional Development - seeks opportunities to enhance technical skills and job knowledge.
8. Teamwork & Cooperation – collaborates with others to fulfill the City's vision and achieve departmental goals and strategic objectives.

Additional Qualifications:

1. Must have the ability to provide documentation verifying legal work status.
2. Ability to read and speak the English language proficiently in order to communicate and interact with others; to understand and interpret safety instructions; and to respond to internal and external inquiries.
3. Ability to understand and comply with City and departmental guidelines, policies, procedures and expectations.
4. Must have a valid WV driver's license.

This job description has been designed to indicate the general nature and level of work that may be performed by an employee. It is not designed to contain or be interpreted as a comprehensive inventory or list of all of the duties, responsibilities and qualifications required of employees assigned to this job. Supervisors/Managers and/or Department Heads may also assign additional or other lawful duties as may be necessary and/or required. The City reserves the right to modify or change this job description at any time, for any lawful reason, with or without notice. This job description is not and should not be construed or implied to be a contract, promise or guarantee of continued employment.

Americans with Disabilities Act Compliance

The City of Charleston, WV is an Equal Opportunity Employer. The ADA requires the City to provide reasonable accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHARLESTON AND
CITY CENTER BUSINESS IMPROVEMENT DISTRICT BOARD
REGARDING THE BUSINESS IMPROVEMENT DISTRICT AMBASSADOR

This Memorandum of Understanding (“MOU”), effective on the ____ day of _____, 2022, is by and between the City of Charleston, West Virginia, a municipal corporation (hereinafter “City”) and the City Center Business Improvement District, a West Virginia business improvement district (hereinafter “CCBID”).

WHEREAS, the City has invested significant time and funding in the redevelopment of the City Center at Slack Plaza; and

WHEREAS, the CCBID was created pursuant to City Council Bill No. 7923, as adopted on September 7, 2021, and as set forth in Sections 2-711 through 2-716 of the Municipal Code of the City of Charleston, with a goal to maintain, enhance, promote, market, and otherwise increase services to the CCBID; and

WHEREAS, the City and CCBID recognize their joint interest in having a vibrant City Center and are committed to working together in furtherance of the City Center at Slack Plaza and general CCBID area; and

WHEREAS, the CCBID desires to further that joint interest and the statutory purpose of the CCBID by requesting that the City create a new position, known as the Business Improvement District Ambassador, that will be a City employee dedicated to the City Center at Slack Plaza and general CCBID area; and

WHEREAS, the City and CCBID agree that creation of the Business Improvement District Ambassador pursuant to the terms contained herein is in the best interest of the City and the CCBID.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and CCBID hereby agree to the following:

1. The City will create a new position within the City’s Constituent Service Office known as the Business Improvement District Ambassador. The employee will be a City employee subject to all applicable laws, ordinances, and policies as other non-uniformed City employees. The employee will be an “at-will” position. The City and CCBID agree to the language of the job description for the Business Improvement District Ambassador position, which is attached hereto as Exhibit A, and incorporated herein.

2. Upon the creation of the position—and upon any future vacancy in the position—the City will post the position on its employment vacancy website, as well as on various external job posting websites. The CCBID Board President will be entitled to consult with the City regarding

the final selection of a candidate for hire, but the final decision will be in the ultimate discretion of the City.

3. The Business Improvement District Ambassador will receive day-to-day direction from—and will be supervised by—the head of the City’s Constituent Services Office, which receives direction from the offices of the Mayor and City Manager.

4. The Business Improvement District Ambassador position will be funded through a budgetary appropriation from the CCBID’s annual operating budget, as approved by Council. The initial CCBID budget appropriation for the position during the first year is \$60,000, inclusive of benefits. The Parties will agree upon a salary that will fit within the budget.

5. The Parties further agree that the position will be classified as a non-exempt position with respect to the Fair Labor Standards Act and that overtime compensation will apply for all hours worked over 40 hours per week. CCBID agrees to fund all overtime hours and any overtime hours exceeding 5 in a given week must be approved by the Chair of the CCBID Board.

6. The City will establish the position in a manner such that the salary will be charged to the CCBID fund during the bi-weekly payroll process. The City will further allocate any aggregated benefits costs to the CCBID fund directly. The City will send a quarterly expense statement to the CCBID Board.

7. If the CCBID fails to provide funding for the position at any time, or should City Council refuse to approve the position in annual budget appropriations, the position will be eliminated.

8. The City or CCBID may terminate this MOU with 60 days written notice to the other party for any reason and at any time. All notices to the City shall be sent to the attention of the City Manager, 501 Virginia Street East, Charleston, WV 25301. All notices to the CCBID shall be sent to the attention of the CCBID Board Chair at the address on file with the City Clerk.

9. In the event of a dispute between the City and CCBID regarding this MOU, the Parties agree that they will negotiate in good faith to reach an agreeable resolution. If the Parties are unable to agree to a resolution, the Parties specifically agree that they will submit to the jurisdiction of the Circuit Court of Kanawha County. All matters pertaining to this MOU (including its interpretation, application, validity, performance and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of West Virginia.

10. This MOU contains the entire agreement between the parties related to the Business Improvement District Ambassador, and no oral statements or representations or prior written matter not contained in this MOU shall have any force and effect. This MOU shall not be modified in any way except by a writing executed by both parties. This MOU supersedes and revokes all previous negotiations, whether oral or in writing, between the parties or their

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

11. In the event that any of the provisions of this MOU are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by a person with the authority to do so as indicated by the signatures below.

**THE CITY OF CHARLESTON,
a municipal corporation**

By_____

Name_____

Its_____

Date_____

**CITY CENTER BUSINESS IMPROVEMENT DISTRICT
a West Virginia Business Improvement District**

By_____

Name_____

Its_____

Date_____



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000117164255.1	Sales Rep	Jordan Pace
Total	\$120,485.20	Phone	(800) 456-3355, 6180506
Customer #	18530639	Email	Jordan_Pace@Dell.com
Quoted On	Apr. 07, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	May. 07, 2022		CITY OF CHARLESTON
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		501 VIRGINIA ST E
Contract Code	C000000181093		INFORMATION SERVICES
Customer Agreement #	MHEC-07012015		CHARLESTON, WV 25301
Solution ID	15895793.3		
Deal ID	23708384		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jordan Pace

Shipping Group

Shipping To	Shipping Method	Install At
THOMAS BUMGARDNER CITY OF CHARLESTON 501 VIRGINIA ST E INFORMATION SERVICES CHARLESTON, WV 25301 (304) 348-8048	Standard Delivery	THOMAS BUMGARDNER CITY OF CHARLESTON 501 VIRGINIA ST E INFORMATION SERVICES CHARLESTON, WV 25301 (304) 348-8048

Solution Name:

Gyagenda_CharlestonWV_5xS670H_50TB_NovSphere

Product	Unit Price	Quantity	Subtotal
VxRail S670 - AMER	\$19,758.43	5	\$98,792.15

Recoverpoint for Virtual Machines - AMER	\$0.01	5	\$0.05
PowerSwitch S5224-ON - [amer_s5224-on_12925]	\$10,846.50	2	\$21,693.00
Subtotal:			\$120,485.20
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$120,485.20
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$120,485.20

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To	Shipping Method	Install At
THOMAS BUMGARDNER CITY OF CHARLESTON 501 VIRGINIA ST E INFORMATION SERVICES CHARLESTON, WV 25301 (304) 348-8048	Standard Delivery	THOMAS BUMGARDNER CITY OF CHARLESTON 501 VIRGINIA ST E INFORMATION SERVICES CHARLESTON, WV 25301 (304) 348-8048

Solution Name:
Gyagenda_CharlestonWV_5xS670H_50TB_NovSphere

		Quantity	Subtotal	
VxRail S670 - AMER		\$19,758.43	5	\$98,792.15
Estimated delivery if purchased today: Jul. 05, 2022 Contract # C000000181093 Customer Agreement # MHEC-07012015				
Description	SKU	Unit Price	Quantity	Subtotal
VxRail S670	210-BCWT	-	5	-
PSNT Info	329-BDWH	-	5	-
S670 Branding	350-BCJD	-	5	-
VxRail E660N S670 Firmware Lock	379-BERV	-	5	-
VxRail Software 7.0.320 Factory Install	634-BZBH	-	5	-
No Transformational License Agreement	379-BDYQ	-	5	-
3.5" Chassis with up to 12 HDDs (SAS/SATA), 4x2.5" Rear HDDs (SAS/SATA) for 1CPU Configuration	321-BGLS	-	5	-
VxRail 2U Bezel V2	325-BDYT	-	5	-
Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200	338-CBXJ	-	5	-
No Additional Processor	374-BBBX	-	5	-
3200MT/s RDIMMs	370-AEVR	-	5	-
Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0	540-BCRX	-	5	-
Trusted Platform Module 2.0 V3	461-AAIG	-	5	-
ReadyRails Sliding Rails	770-BBBQ	-	5	-
Cable Management Arm, 2U	770-BDRQ	-	5	-
Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	450-AJHG	-	5	-
Fan Foam, HDD 2U	750-ACOM	-	5	-
4x2.5 Rear Storage	379-BDTB	-	5	-
Dell Hardware Limited Warranty	870-6222	-	5	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 4 Years Extended	870-8025	-	5	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 1 Year	870-8026	-	5	-
ProSupport Mission Critical 7x24 Technical Support and Assistance 5 Years	870-8031	-	5	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	5	-

Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	5	-
ProDeploy Plus No Charge Training 200	812-4011	-	5	-
ProDeploy Plus Dell EMC VxRail Deployment	819-2575	-	5	-
ProDeploy Plus Dell EMC VxRail Deployment Verification	819-2576	-	5	-
PowerEdge R750 CE Marking, No CCC Marking	389-DYHE	-	5	-
Dell/EMC label (BIS) for 3.5" Chassis	389-DYHG	-	5	-
SAS/SATA Backplane	379-BDSS	-	5	-
P/V 670 Shipping, DAO	340-CWLS	-	5	-
PowerEdge R750 Shipping Material	481-BBFG	-	5	-
3.5 Chassis	379-BDSZ	-	5	-
VxRail S670, Riser Config 9, 2A, 1x16LP	540-BDFC	-	5	-
PowerEdge R750 Motherboard, Barlow Pass Enabled, with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGKO	-	5	-
Heatsink for 1 CPU configuration (CPU greater than or equal to 165W)	412-AAWF	-	5	-
Performance Optimized	370-AAIP	-	5	-
C43, No RAID, VxRail PV670F/S670	780-BCQR	-	5	-
Dell HBA355i Adapter, Low Profile	405-AAZF	-	5	-
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	5	-
BOSS Cables and Bracket for R750 (4x2.5" Rear)	470-AERS	-	5	-
iDRAC9, Enterprise 15G	385-BBQV	-	5	-
iDRAC Group Manager, Disabled	379-BCQY	-	5	-
iDRAC,Legacy Password	379-BCSG	-	5	-
DHCP with Zero Touch Configuration	379-BCRB	-	5	-
High Performance Fan x6	750-ADGL	-	5	-
No Quick Sync	350-BBYX	-	5	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	5	-
No Energy Star	387-BBEY	-	5	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	5	-
VxRail S670 Luggage Tag	350-BCJF	-	5	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS	-	40	-
8TB SAS ISE 12Gbps 7.2K 512e 3.5in Hard Drive	400-BLKZ	-	20	-
1.6TB SSD SAS ISE Mix Use 12Gbps 512 2.5in Flex Bay AG Drive, 3 DWPD,	400-AZRI	-	10	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	10	-
VxRail VMware, vSAN Standard, 5 Years	149-BBLH	-	5	-
VxRail HCI System Software, S	634-BYPC	-	5	-
VxRail HCI System Software(CAPACITY 8TB HDD)	634-BVNJ	-	20	-
VxRail HCI System Software Memory, 32GB	634-BYME	-	40	-
ProSupport Mission Critical, vSAN, Standard, 1 Processor, 5 Years	823-4114	-	5	-
			Quantity	Subtotal

Recoverpoint for Virtual Machines - AMER

Estimated delivery if purchased today:
Apr. 25, 2022
Contract # C000000181093
Customer Agreement # MHEC-07012015

\$0.01

5

\$0.05

Description	SKU	Unit Price	Quantity	Subtotal
Recover Point for Virtual Machine	210-ARZC	-	5	-
HCIA RecoverPoint for VMs for 1 node	142-BBNV	-	5	-
5 Years ProSupport Mission Critical RecoverPoint for Virtual Machines Sftwr Spt-Contract	865-3520	-	5	-
On-Site Installation Declined	900-9997	-	5	-
			Quantity	Subtotal
			\$10,846.50	\$21,693.00

PowerSwitch S5224-ON - [amer_s5224-on_12925]

Estimated delivery if purchased today:
Oct. 18, 2022
Contract # C000000181093
Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, IO to PSU air, 2x PSU	210-APHQ	-	2	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	2	-
OS10 Enterprise, S5224F-ON	634-BRWJ	-	2	-
Dell Hardware Limited Warranty 1 Year	818-4983	-	2	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	818-4996	-	2	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	818-4997	-	2	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	818-5015	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment	804-2152	-	2	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification	804-2153	-	2	-
ProDeploy Plus No Charge Training 500	812-4037	-	2	-
3 Years ProSupport OS10 Enterprise Software Support-Maintenance	848-8538	-	2	-
Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	470-ABOU	-	2	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	470-AAGP	-	20	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-

Subtotal:	\$120,485.20
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$120,485.20

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Resolution No. 655-22

Introduced in Council:

May 16, 2022

Introduced by:

Joseph Jenkins

Adopted by Council:

May 16, 2022

Referred to:

Finance

Resolution No. 655-22 – Authorizing the Mayor or City Manager to enter into a contract with Dell Technologies in the amount of \$120,485.20 for the purchase of various equipment and hardware to replace existing City computer serves as part of a scheduled capital replacement, where the contract cost was determined though a competitively sourced multi-state contract.

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 Dell Technologies in the amount of \$120,485.20 for the purchase of various equipment and hardware to replace existing City computer serves as part of a scheduled capital replacement, where the contract cost was determined though a competitively sourced multi-state contract.

1 Resolution No. 656-22

3 Introduced in Council:

Adopted by Council:

5 May 16, 2022

7 Introduced by:

Referred to:

9 Joseph Jenkins

Finance

12 Resolution No. 656-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to The Salvation Army in the total amount of \$275,569 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 The Salvation Army in the total amount of \$275,569 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.

American Rescue Plan Act (ARPA) Funding Application

[Print](#)

Submitted by:

Status: Open

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open

Attachments

- [The Salvation Army ARP Application Explanitory Note.pdf](#) - 2021-12-15 11:47:19 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:**

Emergency Social Services Program

*** Organization Name:**

The Salvation Army - Charleston, WV Area Command

*** Address:**

301 Tennessee Avenue

*** Primary Contact Person:**

Daniel Christy

Title:

* Phone:

3044105371

* Email:

daniel.christy@uss.salvationarmy.org

Federal Tax ID:

58-0660607

If applicable: DUNS Number:

124945358

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:

Major Joseph May, Area Commander Major Jayne May, Area Commander Vandalyn Justice, Social Services Director Justin Clark, Boys & Girls Club Executive Director Patricia Tilley, Director of Development Emily Watson, Command Accountant Walker, Hank – Board Chair Converse, Ed – Vice Chair Collins, Keith Deacon, Joseph III Donahoe, Stephanie Ferrell, Jeff Hill, John Keeley, Reenie McNeely, Dakota Simmons, Bethany Slicer, W.T. “Pete” Welch, Tia John A Chapman Richard Freer Everette Sullivan Raymond J Zando

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

United Way of Charleston, WV - Annual funders of our Social Services programs West Virginia Feeding Program - Provided summer feeding funding for children at Boys & Girls Club Boys and & Girls Clubs of America - Charters and supports The Salvation Army of Charleston’s Boys & Girls Clubs

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
\$275,568.50	\$688,197.00	\$2,841,570.00

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

The Salvation Army strives to Do the Most Good whenever, wherever needed. Right now, our efforts in Charleston to this end entail continuing to provide aid to Low to Moderate Income individuals and families affected by COVID-19. These services include regular food assistance, seasonal assistance with clothing and food, and financial assistance with rent and utilities and at times emergency shelter on cold nights, as well as other social services as-needed. We must also meet the staffing cost demands of expanding these services to meet community needs. During the first year of the Pandemic, federal and state governmental aid was an enormous help to many in need who had lost their jobs or had taken ill. Public awareness of need was also high, so our revenues from private donations were at an all time high. However, in 2021, most governmental Covid-related aid to individuals ceased, as well as moratoriums on evictions and foreclosures. This has caused direct need in the most vulnerable sectors of our Charleston population to actually go up substantially in 2021, and we anticipate these levels staying high in 2022. The increased need has corresponded with overall lower levels of private contributions coming in, putting The Salvation Army in a bind to fulfill our calling. We are in need of support through the ARP grant to continue serving the vulnerable and providing community stability in Charleston. This increased need may continue indefinitely as the Pandemic persists.

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?

Our work on this effort is ongoing, especially as long as the Pandemic persists.

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 Food Pantry, which exists to provide food to those who cannot afford it so that no one goes hungry. It is open M-Th 9:00-11:30, 1:00 – 2:30, in addition to providing commodity food items 1 time per month and supplemental food to Seniors 60+ and food boxes to-go. The Emergency Social Services program also assists with rent and utility needs when funds are available. Last year we provided no less than 799 households with utility assistance to keep the lights on, and 119 families with rental assistance to keep a room over their heads. The case manager assists citizens in maintaining their home or primary heating/cooling source when expenses outweigh income and households face disconnection. We pay for eviction notices or 1st month's rent only, and not to any private landlords or individuals. These funds are disbursed only after an appointment has been scheduled and kept with our case worker. Through partnerships & community support, the Army makes payments directly to landlords and utility companies. Many other services, referenced later in the application are also offered through our Emergency Social Services Program. We are also in need of supplemental income to meet the salary needs of our Social Services director and other Social Services staff and case workers.

5. Describe the need for this program/project:

As described in the opening narrative, need in our community is up substantially from 2020 because of the lingering negative economic effects of the Pandemic, combined with the elimination of governmental aid and financial protections to individuals and an overall decrease in private funding to our work. This has left hurting people in our community to go without basic needs like food and clothing. Other social service organizations have much more limited capacity to aid the needy, even when fully funded, so The Salvation Army has a crucial role in this effort.

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

Covenant House, Mountain Mission, Union Mission along with several independent churches each have food pantries. Manna Meal serves two hot meals a day.

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

The Salvation Army works closely with other pantries in the city, as we never want to see any person or family go without food. Records are kept through Service Point HMIS system. This program allows each pantry to enter client information and it can be seen by each agency using the same program. If a client visits another pantry in the morning, and then comes to our pantry in the afternoon, we will see the service given that morning and suggest to the client that they return to our pantry the next week if they are still in need. This system also allows caseworkers to see other services provided in addition to visits to the pantry.

8. How will duplication of services be prevented?

The Service Point HMIS system described above is crucial in this. But additionally, the church pantries in town are limited on how many people they can serve and hours they are open, as well as being located downtown and always being accessible for those without transportation.

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 low income families, homeless individuals, senior citizens, and single family households with little to no government food assistance. Prior to COVID we served 3,264 unduplicated individuals and 4,720 duplicated individuals just out of our food pantry in 2019/2020. This number decreased to 1,934 unduplicated and 2,908 duplicated in 2020/2021 because people were receiving extra food assistance from the government to supplement during Covid, which still added up to over 57,000 meals served. We are seeing a rise in numbers now that people are getting back out, have lost supplemental food stamps and unemployment. The number of homeless we serve rises each year, this year alone we've served over 135 new homeless people, often more than once, who take special food items due to the fact they must carry them around, and they must be non-perishable. For all the reasons above, we expect numbers to return to near pre-Covid levels in 2022 and would estimate we will serve over 3,000 individuals in 2022, which is roughly 5% of the population of Charleston.

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

All clients complete an in-take form to be evaluated for their individual needs. We then utilize professional case workers to determine those who are most in need of aid to most judiciously utilize our resources for maximum impact.

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

During COVID our pantry was one of a very few that stayed open to serve the community. We provided the means to make meals at home, hot meals and delivered food boxes through our canteen. Totals were 16,259 meals served and 3,335 delivered food boxes (roughly 9 meals per box) from May – December 2020. We also supplemented 105 plus seniors with additional food each month (this number increased from 91 to 105 during COVID, with more seniors on a waiting list to be added into the program).

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

This is not a new program.

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.

We received City of Charleston CDBG-CV funding for Covid relief for the pantry and hot meals served from the canteen. We were recently approved for a second year of funding. The hot meals being served were an added program in direct response to needs from Covid. They are served in Charleston communities. TGKVF funds Covid relief at the level of \$30,000, FEMA CARES gave \$20,453.00. The Salvation Army District Headquarters provided first \$18,000, then \$35,000, and \$25,000 in last 2 years. We just recently received \$40,000 from them.

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.

These funds apply to all work of the Salvation Army in Charleston, not only to Emergency Social Services programs. BGCA \$46,443.80 City of Charleston \$10,000.00 Dollar Energy Fund \$1,660.00 EFSP \$60,210.00 Taco Bell Foundation Grant \$3,780.00 United Way \$204,814.44 WV Dept Education \$521,765.34 WV Dept of Treasury-Summer Food Service \$2,704.96

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

Our projected needs for our Emergency Social Services budget in 2022 is \$688,197. The majority of this can be funded through our existing direct mail, major gifts, and grant funding apparatus, but we expect a significant budget shortfall to meet the needs of the community. We

expect to need and additional: \$164,005.50 for direct aid to needy individuals and families for rental, utilities, pharmaceutical, and other forms of financial assistance necessitated by the Covid Pandemic. \$57,000 in food and beverages to be purchased for our food pantry to then be given to hungry people. \$40,470 in salaries and wages for staff running our Emergency Social Services Program. \$7,400 in kitchen and dining room supplies for our feeding programs. \$6,693 in building and facilities upkeep for our Social Services building. The total of the projected shortfalls is \$275,568.50, and this is the amount we are applying for through the ARP and Charleston City.

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

As always, we put as much of our resources toward directly aiding people in need as possible. When resources run short, we are simply not able to meet the needs of hurting people in our community. In short, we must cut back. Last year, governmental assistance helped fill the gap. But if we do not receive the ARP funding through the city, it is possible people in our community will go without food and shelter when they need it most.

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

Our Command has not only dedicated in-house development staff, but fundraising support from the Divisional level above us. We have a year round large-scale direct mail program and similarly comprehensive major gifts and grant funding strategy that together put us in a great position to continue our operations through other sources of funding than this ARP grant.

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

The Salvation Army has multiple levels of oversight in its structure. At the local level in Charleston, we have a Board of Directors made up of upstanding and influential community members who meet monthly and approve financial decisions. At the Divisional level, headquartered out of Washington, D.C., the Charleston Area Command is audited annually by the Divisional Finance Board. We also are audited periodically by an external auditing company from the Divisional level. Additionally, funds we disburse for aid are either in direct forms of assistance like food or clothing, or are paid to landlords, utility providers, or pharmacies to make sure that they go toward their intended usage.

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

These funds will be classified separately in our accounting system, and our Social Services department will track expenditures from that account that can be easily reported later.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
\$275,568.50	\$0
Donations/Other Fundraising	Government Grants/Other
\$390,144.50	\$22,484.00
* TOTAL REVENUE	
\$688,197.00	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$40,470	\$0	\$40,470

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$0	\$25,318.14	\$25,318.14

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
\$57,000	\$0	\$57,000

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
\$7,400	\$0	\$7,400

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$170,698.50	\$387,310.36	\$558,008.86

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
\$275,568.50	\$412,628.50	\$688,197.00

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.

The Salvation Army is active in virtually every corner of the world and serves in 131 countries, offering the message of God’s healing and hope to all those in need. The Salvation Army provides a wide range of traditional social services and emergency assistance programs. In Charleston, The Salvation Army provides the following services: Social Services like rent, utilities, medical prescription, and food assistance Additional aid to seniors Clothing programs Substance abuse rehabilitation Youth services through our Boys & Girls Clubs Emergency and disaster response Christmas toy assistance through our Angel Tree program Warming center for the homeless community on severely cold nights \$165,000.05 of the requested funding will be used toward direct assistance to those in need and the request for these funds falls under the “Other” category of Expense Projections.

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

The Salvation Army, an international movement, is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in his name without discrimination.

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

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 Covid-19 Pandemic and its attendant spread mitigation efforts hit the entire nation and world hard, but they disproportionately affected areas like Charleston that already had struggling economies and high percentages of the population suffering from underemployment, food insecurity, and health concerns. Fortunately, in the first year of the Pandemic, federal and state governmental filled the gap for many who had lost their jobs or were sick. The Salvation Army also received unusually high levels of funding from our generous donors. But as the public health apparatus began to catch up to Covid, most governmental aid to individuals ceased, and evictions were resumed. Therefore, need in the most vulnerable sectors of our Charleston population have spike in 2021, and we anticipate these levels staying high in 2022. There is now a real shortage of funding to fill the gap for those who may still be unable to work due to health complications suffered last year, or whose employers may have shut down in 2020. Essentially, their needs are equal to or greater than in 2019, but the economic safety net and recovery apparatus is worse. This poses a serious short-term danger to the health of our citizens, and also a long-term danger to our social and economic stability here in Charleston.

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

Funding is not being requested to replace lost funding, but rather to meet increased need given reduced governmental support for the needy population of Charleston. We have substantially higher levels of clients seeking aid because they are receiving less aid from other sources. The Salvation Army must stand in the gap.

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

The Salvation Army plays a crucial role in the Covid recovery process by helping stabilize the lives of those most at risk who cannot get back on their feet from the Covid Pandemic on their own. Our role is to directly help the most hurting, and the work we do will allow the city to better focus on public health and economic recovery measures within their core competencies, but outside of ours. The Salvation Army has been in Charleston for well over a century. Please, grant us this funding assistance so we can do what we do best to help our neighbors in need and our city.

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**

Daniel Christy

Authorized representative of Applicant/Organization

12/15/2021

Format: MM/DD/YYYY

*** PRINTED NAME:**

Daniel Christy

*** TITLE OF APPLICANT:**

Regional Resource Development Director

*** ORGANIZATION NAME:**

The Salvation Army - Charleston, WV Area Command

Upload a File

Choose File

No file chosen



DOING THE
MOST GOOD®

William Booth, *Founder*
Brian Peddle, *General*
Commissioner Willis T. Howell, *Territorial Commander*
Lt. Colonel Allan Hofer, *Divisional Commander*
Majors Joseph and Jayne May, *Charleston Area Command Officers*

December 15, 2021

City of Charleston, West Virginia
City Manager's Office
501 Virginia Street East
Charleston, WV 25301

Dear City Manager's Office,

We at The Salvation Army of Charleston are grateful to be able to apply for funding through the American Rescue Plan grant managed by Charleston. Thank you for receiving our application.

During this extremely busy time of year for us all, we at The Salvation Army are particularly swamped with Holiday Season programs to raise support for and provide services to those in need in our community. This is true all around the county, and even the world.

Because of this, it has not yet been possible for our Divisional Finance Board in Washington, D.C. to get to approving this application for funding. However, I spoke directly with Mr. Andy Wood today in the Finance office regarding this difficulty and he assured me that our application could still be completed and submitted as if already approved, and would still be considered, provided I leave a note such as this specifying that we will make every effort to seek speedy approval on the request on our end.

Our Divisional Finance Board meets weekly, and I have gone all the way to the top to make sure this request can get on the agenda as soon as possible, so there should be no reason to treat our application as any different than any other. I assure you that such approval will be a formality as soon as it can be attended to.

Thank you for understanding time constraints and bottlenecks at the divisional level for such a large and busy organization as The Salvation Army. We here at the local Charleston Command are glad to be operating in a town with a strong community of mutual support and look forward to your hopefully favorable decision on our application for much-needed aid to support our community through the Covid Pandemic.

Sincerely,

Daniel Christy
Regional Resource Development Director
(304) 410-5371

Notice of Award

Beneficiary Name: The Salvation Army of Charleston, WV	Name of Awarding Agency: City of Charleston, West Virginia
Beneficiary's UEI Number: F6GBFL31DBT5	Award Date: 5/16/2022
Program Name: Investing in the Future	Award Period of Performance: 5/16/2022 – 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: \$275,569	Total Amount of Funds obligated to the Beneficiary: \$275,569
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, The Salvation Army of Charleston, WV, (hereinafter referred to as “Beneficiary”) with administrative offices at 301 Tennessee Ave., Charleston, WV 25302 (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 \$275,569 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 Salvation Army of Charleston, WV will continue to expand the social services it provides to disadvantaged populations within the community. This includes the operation of the Food Pantry, which is open four days a week and provides affordable, healthy food options. In addition to providing commodity food items, the organization also provides supplemental food to senior citizens each month. Additional services provided to the community include assistance with rent and utility costs (including the payment of the first month's rent), eviction notices, and prescription drug assistance.

The Beneficiary projects that it will require a period of one year to implement and achieve the goals of the program.

The objectives to be tracked through performance reports include:

- Direct assistance provided to needy individuals for rent, utilities, and prescription drugs (\$/Quarter & Classification)
- Food and beverages purchased to provide to the community through The Food Pantry (# of Food/Drink items purchased/provided per Quarter)
- Salaries paid to Emergency Services Staff (\$/Quarter)

Exhibit B – Project Budget

Purpose	Amount
Direct aid to needy individuals and families for rental, utilities, pharmaceutical, and other forms of financial assistance	\$164,006
Food and beverages for the food pantry	\$57,000
Salaries and wages for Emergency Social Services Program staff	\$40,470
Kitchen and dining room supplies	\$7,400
Building and facilities upkeep	\$6,693
Total Program Cost	\$275,569

Risk Assessment Tool	
Grantee Name:	The Salvation Army
Grant Program Name:	Community Assistance Programs
Grant #:	
Grant Amount:	\$275,569
Grant Period:	May 16, 2022 - December 31, 2026
Monitor Period:	May 16, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	3-May-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	No	0	New Commanding Officer June 2021
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	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	No federal 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 federal 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

1 Resolution No. 657-22

3 Introduced in Council:

Adopted by Council:

5 May 16, 2022

7 Introduced by:

Referred to:

9 Joseph Jenkins

Finance

12 Resolution No. 657-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Kanawha County Public Library in the total amount of \$49,040 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 County Public Library in the total amount of \$49,040 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.

Notice of Award

Beneficiary Name: The Library Foundation of Kanawha County, Inc.	Name of Awarding Agency: City of Charleston, West Virginia
Beneficiary's UEI Number: VQJUG4AVGTA5	Award Date: 5/16/2022
Program Name: Investing in the Future	Award Period of Performance: 5/16/2022 – 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: \$49,040	Total Amount of Funds obligated to the Beneficiary: \$49,040
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, The Library Foundation of Kanawha County, Inc., (hereinafter referred to as “Beneficiary”) with administrative offices at 123 Capitol 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 \$49,040 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 Library Foundation of Kanawha County will purchase a laptop dispenser stocked with laptop computers for the benefit of those city residents who either cannot access the internet from their homes or who are unable to afford the purchase of personal computer equipment with internet and other services themselves. The Foundation will additionally purchase Cricut cutting machines and 3D printers to facilitate STEM (science, technology, engineering, and math) education among both students and makers alike. Finally, a Charlie Kart (an all in one, hands on food educational tool that includes a mobile kitchen on wheels) will assist in the facilitation of elementary school lesson plans for students in grades K-5.

The Beneficiary projects that it will require a period of one year to implement and achieve the goals of the program.

The objectives to be tracked through performance reports include:

- Purchase of laptop cart and laptops (# of carts and # of laptops purchased)
- Purchase of Cricuts and 3D Printers (# of Cricuts and # of 3D Printers purchased)
- Purchase of Charlie Kart(s) (# of Charlie Karts purchased)

Exhibit B – Project Budget

Purpose	Amount
Laptop Dispensers	\$30,640
Laptops	\$4,800
3D Printers & Cricut Machines	\$1,600
Charlie Kart	\$12,000
Total Program Cost	\$49,040

Risk Assessment Tool	
Grantee Name:	Kanawha County Public Library
Grant Program Name:	Technology Outreach
Grant #:	
Grant Amount:	\$49,040
Grant Period:	May 16, 2022 - December 31, 2026
Monitor Period:	May 16, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	3-May-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	No	0	Implemented new purchasing 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	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	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	No federal 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 federal 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

American Rescue Plan Act (ARPA) Funding Application

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

- [Library Foundation minutes.pdf](#) - 2021-12-08 12:10:05 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 County Public Library Technology Outreach

*** Organization Name:**

The Library Foundation of Kanawha County, Inc.

*** Address:**

123 Capitol Street, Charleston, WV 25301

*** Primary Contact Person:**

Erika Connelly

Title:

Director

* Phone:

* Email:

304-343-4646

erika.connelly@kcpls.org

Federal Tax ID:

55-0739659

If applicable: DUNS Number:

099516999

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:

The Library Foundation of Kanawha County, Inc. Board of Directors: Thomas A. Heywood, President Bryan R. Cokeley, 1st Vice President Jeri Matheney, 2nd Vice President Erika Connelly, Secretary/Treasurer (Ex-Officio) Mary Kay Bond Melissa Preston Dr. Steven Jubelirer Fran Rollins Tara Markham Michelle Storage Michelle Marlowe Mary Catherine Tuckwiller William C. Porth Steve Wehrle Kanawha County Public Library Board of Directors: Monika Jaensson, President Ben Thomas, 1st Vice President Betty King, 2nd Vice President Erika Connelly, Secretary/Treasurer Dr. Mickey Blackwell Angelia Russell Chris Erlewine Susan Shumate Stephanie Haden Anne Silbernagel Thomas Hurney Ken Sullivan John Jarrett Don Wilson Kevin Johnson James Withrow Jennifer Pauer Kanawha County Public Library senior staff: Erika Connelly, Director Sarah Mitchell, Assistant Director Adele Thumm, Assistant Director of Finance Marsha Alford, Manger, Human Resources and Employee Training Teddy Claypool, IT Manager Elizabeth Fraser, Head of Reference Services Stan Howell, Marketing and Development Manager Terri McDougal, Head of Children’s Services

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

N/A

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
\$49,040.00	\$49,040.00	\$1,178,500.00

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

We respectfully request funding in the amount of \$49,040 to facilitate the purchase of two laptop computer dispensers, laptop computers to stock dispensers, two 3-D printers, two Cricut cutting machines and a Charlie Kart for use by patrons of the Main Branch of the Kanawha County Public Library system. The purchase of a laptop dispenser stocked with laptop computers for the benefit of those city residents who either cannot access the internet at their homes or who are unable to afford to purchase personal computer equipment with internet and computer services. Cricut cutting machines and 3D printers are tools that are becoming prevalent for use in both STEM education and general crafting. The focus of STEM (science, technology, engineering, and math) education in our schools will require access to 3D printers and Cricut machines by students and makers alike. A Charlie Kart is an all in one, hands on food educational tool that includes a mobile kitchen on wheels with power, storage and sink, cooking tools and appliances, plus lesson plans for students in grades K-5 aligned to Math, Science, and English Language Arts. All of this equipment will be for the use of area citizens and patrons of the Main Branch of the Kanawha County Public Library system. The COVID-19 pandemic has highlighted the digital divide in our community. Many students do not have a home computer, nor do they have internet access which could be provided with internet hotspots that are available for checkout at the library. The pandemic has also put a spotlight on the need for supplemental educational resources for students and adults in need of job training and life-long learning. The cost of two laptop dispensers is \$30,640 and the cost of 12 laptops would be approximately \$4,800. The cost of two 3D printers and Cricut machines would be \$1,600 and the cost of a Charlie Kart is \$12,000. If approved, KCPL expects to place

orders for the equipment included in the grant request in the 1st quarter of 2022. The laptop dispensers, 3D Printers and Cricut machines are expected to be in place by June 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:

We respectfully request funding in the amount of \$49,040 to facilitate the purchase of two laptop computer dispensers, laptop computers to stock dispensers, two 3-D printers and Cricut cutting machines and a Charlie Kart for use by patrons of the Main Branch of the Kanawha County Public Library system.

5. Describe the need for this program/project:

The COVID-19 pandemic has brought our city’s digital divide to the forefront. Many of our students, both youth and adult, do not have a home computer and internet access and consequently fell behind academically due to school closures. The need for supplemental educational resources for all students regardless of age has been underscored by the pandemic and the Kanawha County Public Library system has worked tirelessly to meet these needs. In a community where food deserts are prevalent, the Charlie Kart would be an invaluable resource for an affordable and comprehensive food education program. Today, 1 in 6 kids in the U.S. will go hungry and 1 in 3 will develop Type 2 diabetes in their lifetime. Food security and healthy eating require two things: access to fresh, healthy food; and basic skills to prepare that food. Food education is essential for lifelong health. The Charlie Kart can also provide programming to teens, college students, families, adults, patrons with special dietary needs, regulars with culturally specific eating practices, and those with tight food budgets who might have to obtain their groceries from local food pantries. The Charlie Kart is portable and can be transported to other program sites and branches throughout the Kanawha County Public Library system.

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

N/A

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

N/A

8. How will duplication of services be prevented?

The Kanawha County Public Library is the only organization in Charleston that provides library service to the citizens of Charleston.

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 equipment purchased will be available for use by all city residents and library patrons who are Kanawha County Public Library system cardholders. If a city resident does not have a library card, library staff will be happy to assist them in getting one.

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

None

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.

The Kanawha County Public Library expects to improve public computer and internet access by increasing the number of available public laptops. By adding access to 3D printers and Cricut machines, KCPL will create opportunities for makers, craftspeople and students. The Charlie Kart will enable KCPL to provide patrons, both young and old, with opportunities to combat local “food deserts” with better knowledge of nutrition and food preparation. Usage of all equipment will be carefully monitored and recorded by KCPL staff.

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 Library Foundation of Kanawha County, Inc., has also applied to the Kanawha County Commission for funding in the amount of \$129,649 to purchase laptop dispensers, laptops, 3D printers and Cricut machines for the branch libraries located in the Clendenin, Cross Lanes, Dunbar, Elk Valley, Riverside, St. Albans and Sissonville communities.

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.

• January 2019 – American Electric Power Foundation - \$250,000 to support the Reimagine Your Library capital campaign. • December 2019 – Ann C. and Robert O. Orders, Jr. Family Foundation - \$100,000 to support the Reimagine Your Library capital campaign. • November 2019 - Claude Worthington Benedum Foundation - \$40,000 to support implementing the Adizes Methodology to effect organizational change and build community partnerships to assist KCPL in meeting the needs of our community. • January 2020 - CRC Foundation - \$25,000 to support the Reimagine Your Library capital campaign. • June 2020 – Dollar General Literacy Foundation - \$1000 to support the 2020 Summer Library Club for children ages 12 and under. • October 2019 – Encova Foundation of West Virginia - \$100,000 to support the Reimagine Your Library capital campaign. • December 2018 – H.B. Wehrle Foundation - \$5000 to support the 2019 West Virginia Book Festival • December 2019 – H.B. Wehrle Foundation - \$750,000 to support the Reimagine Your Library capital campaign. • December 2019 – H.B. Wehrle Foundation - \$5000 to the Annual Fund • December 2020 – H.B. Wehrle Foundation - \$5000 to support the 2021 Summer Library Club and the 2021 West Virginia Book Festival. • December 2018 – Herscher Foundation, Inc. – to support the Reimagine Your Library capital campaign. • December 2018 – John A. and Lucille S. Pianfetti Foundation, Inc. - \$3000 to support the Annual Fund and the Reimagine Your Library capital campaign. • November 2019 – John A. and Lucille S. Pianfetti Foundation, Inc. - \$3000 to support the 2020 Summer Library Club and purchase STEM library materials for the Cross Lanes Branch Library. • December 2020 – John A. and Lucille S. Pianfetti Foundation, Inc. - \$3000 to support the Annual Fund and the 2021 Summer Library Club. • July 2020 – John L. and Maude H. Dickinson Fund - \$500,000 to support the Reimagine Your Library capital campaign. • December 2018 – Martha Gaines and Russell Wehrle Memorial Foundation - \$250,000 to support the Reimagine Your Library capital campaign. • November 2018 – Annie and Gaines Wehrle Charitable Fund - \$500,000 to support the Reimagine Your Library capital campaign • June 2021 – Annie and Gaines Wehrle Charitable Fund - \$100,000 to support the Reimagine Your Library capital campaign. • August 2018 – Strong Treister Family Foundation - \$25,000 to support the Reimagine Your Library capital campaign. • July 2019 – Strong Treister Family Foundation - \$65,000 to support the Reimagine Your Library capital campaign. • August 2021 – Strong Treister Family Foundation - \$60,000 to support the Reimagine Your Library capital campaign. • October 2019 – TC Energy Foundation to support the West Virginia Book Festival. • November 2019 – The Bernard H. and Blanche E. Jacobson Foundation - \$200,000 to support the Reimagine Your Library capital campaign. • August 2019 – BB&T West Virginia Foundation - \$3000 to support the West

Virginia Book Festival. • March 2019 – BB&T West Virginia Foundation - \$125,000 to support the Reimagine Your Library capital campaign. • August 2020 – BB&T West Virginia Foundation - \$3500 to support children’s programming, • October 2018 – West Virginia Humanities Council - \$15,000 to support the West Virginia Book Festival. • October 2019 – West Virginia Humanities Council - \$20,000 to support the West Virginia Book Festival

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

The total cost of two laptop computer dispensers is \$30,640 and the total cost of twelve laptop computers to fill the dispensers is \$4,800. Two 3D printers and two Cricut machines are priced at \$400 each for a total of \$1,600. The cost of a Charlie Kart is \$12,000. Requested ARP funds will be used only for the purpose of purchasing the above referenced equipment.

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

If our request is not funded, the equipment detailed above will not be purchased.

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

Maintenance of the laptop dispensers, laptops, 3D printers, Cricut machines and Charlie Kart will be provided by Kanawha County Public Library staff and through KCPL funding. These services would be available to residents of Charleston throughout the life cycle of the requested equipment.

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

Adele Thumm, Assistant Director of Finance and Kim Runion, Accounting Services Supervisor, will oversee the funds and ensure that due diligence is observed.

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

A specific fund will be set up in the budget that will be exclusively for ARP funds and their disbursement.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
\$49,040	
Donations/Other Fundraising	Government Grants/Other
* TOTAL REVENUE	
\$49,040	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

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
\$49,040		\$49,040

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
\$49,040	\$0.00	\$49,040

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 Library Foundation of Kanawha County, Inc. was established in 1994 and is governed by a 14-member board of directors. The Library Foundation of Kanawha County works continuously for the benefit of the Kanawha County Public Library system (KCPL). The Foundation reaches out to organizations and individuals to request that they take a leadership role in supporting KCPL through grants and program support of our many projects such as the Summer Library Club, the West Virginia Book Festival, early literacy programs for infants and toddlers, and other educational library events that benefit the citizens of our community. In 2007, the Foundation embarked on a capital campaign that resulted in the Elk Valley Branch Library moving to a larger facility in The Crossings Mall in Elkview. Fundraising continues in our efforts to renovate and expand the Main Library located in downtown Charleston. In the future, we hope to construct a new branch library in Marmet, and renovate and expand the existing Cross Lanes, Dunbar, St. Albans, and Sissonville branch libraries.

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

The Mission of the Library Foundation of Kanawha County, Inc. is to support the vision and mission of the Kanawha County Public Library (KCPL) system by providing a vehicle for library supporters’ charitable giving; providing supplemental financial resources to KCPL; serving as an advocate for libraries; creating a county-wide volunteer support system for KCPL and raising public awareness regarding both the value of and the needs of public libraries.

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

George Manahan, CEO, The Manahan Group, 304-343-2800, gmanahan@manahangroup.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.

The Kanawha County Public Library system has been on the front line of online educational outreach to patrons and students who need remote access to instructional materials for the past several years. The recent COVID-19 pandemic highlighted the digital divide that exists in our community. Many students do not have a home computer, nor do they have internet access which could be provided with an internet hotspot which is available for checkout at the library. Cricut machines and 3D printers are tools that are becoming prevalent for use in both STEM education and general crafting and would be available for use by patrons.

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?

The Kanawha County Public Library expects to expand public internet access by increasing the number of laptops available to city residents which will also improve educational opportunities. By adding access to 3D printers and Cricut machines, KCPL will create educational maker space opportunities needed in areas of STEM education.

THE APPLICANT UNDERSTANDS:

- *

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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

Lois A. Payne

Authorized representative of Applicant/Organization

* Date

12/08/2021

Format: MM/DD/YYYY

* PRINTED NAME:

Lois A. Payne

* TITLE OF APPLICANT:

Development Assistant

* ORGANIZATION NAME:

The Library Foundation of Kanawha County, Inc. on behalf of the Kanawha County Public Library system

Upload a File

Choose File

No file chosen

https://charlestonwv.rja.revize.com/reports/184422

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The Library Foundation of Kanawha County, Inc.
Library Foundation Meeting
December 3, 2021

A special meeting of the Library Foundation of Kanawha County, Inc. was held on Friday, December 3, 2021, at 11:30 AM via Zoom.

Foundation Members in Attendance: Mr. Tom Heywood, Mr. Bryan Cokeley, Ms. Jeri Matheney, Dr. Steven Jubelirer, Ms. Mary Catherine Tuckwiller, Ms. Michelle Storage, Ms. Tara Markham.

KCPL Staff Members in Attendance: Mr. Michael Polak.

Action Item:

Mr. Heywood explained the purpose of the special meeting, approving an application for an "American Rescue Plan" grant through the City of Charleston.

The grant will provide the library \$49,800 to purchase items for the remodeled Main Branch in downtown Charleston.

Mr. Polak fielded a question about the mechanics of the laptop dispenser. The majority of the grant will go towards a 30,640 purchase of two laptop dispensers that hold six laptops each. Their mechanics are similar to a vending machine.

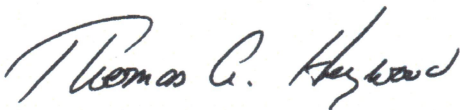
KCPL will also purchase two 3D printers, a Cricut machine, and a Charlie Kart (a mobile food educational tool) with money from the grant.

Before the motion came to a vote, Mrs. Storage disclosed that her husband Jonathan works for the City of Charleston and will oversee the grant applications. She offered to recuse herself from the voting if the rest of the board saw any conflict of interest.

Mr. Heywood opened this up for discussion, and no board members felt like it was a conflict of interest. He thanked Mrs. Storage for the disclosure.

Upon a motion made, seconded, and ADOPTED, the Library's American Rescue Plan application to the City of Charleston was approved unanimously by the Foundation Board.

There being no further business, the meeting was adjourned at 11:55.



President



Secretary

1 Resolution No. 658-22

3 Introduced in Council:

Adopted by Council:

5 May 16, 2022

7 Introduced by:

Referred to:

9 Joseph Jenkins

Finance

12 Resolution No. 658-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Capitol Market in the total amount of \$600,000 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 Capitol Market in the total amount of \$600,000 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.

Notice of Subaward

Subrecipient Name: Capitol Market, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: R85UJC7VJW57	Federal Award Date: 5/16/2021
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: Capitol Market expansion, revitalization, and renovation	Subaward Period of Performance: 5/16/2022 – 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: \$600,000	Total Amount of Federal Funds obligated to the Subrecipient: \$600,000
Approved Budget Categories: EC 2.23 – Strong Healthy Communities: Demolition and Rehabilitation of Properties	
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 Capitol Market, Inc., (hereinafter referred to as "Subrecipient") with an administrative address of 800 Smith Street, 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 \$600,000 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, Capitol Market, Inc. will address five (5) specific projects. These projects include the acquisition of property at 1001 Smith Street for additional supply and cold storage, as well as the establishment of a commercial kitchen for both entrepreneurial and educational pursuits; capital improvements to the outdoor market pavilion to include the replacement of skylights, installation of retractable shades, and A/V and lighting upgrades; Smith Street area improvements to address safety and security; replacement of aging sewer lines and comprehensive renovation of restrooms to support broad, general public; and market-wide broadband internet upgrades.

The subrecipient projects that it will require a period of two years to fully implement the programs and capital projects identified.

The objectives to be tracked through performance reports include:

- Complete the acquisition of the property at 1001 Smith Street
- Complete the renovations and construction on the acquired building

Exhibit B – Project Budget

Item	Amount
Property at 1001 Smith Street	\$25,000
Renovations and construction at Capitol Market expansion site	\$575,000
Total Program Cost	\$600,000

Risk Assessment Tool	
Grantee Name:	Capitol Market Inc.
Grant Program Name:	Capitol Market Expansion, Revitalization, and Renovation
Grant #:	
Grant Amount:	\$600,000
Grant Period:	May 16, 2022 - December 31, 2026
Monitor Period:	May 16, 2022 - December 31, 2026
Date of Review:	8-Apr-22
Date of Last Review:	3-May-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	No	0	New Executive Director
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	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	No federal 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 federal 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

American Rescue Plan Act (ARPA) Funding Application

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

- [supporting docs.pdf](#) - 2021-12-14 06:20:21 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:**

Capitol Market expansion, revitalization, and renovation

*** Organization Name:**

Capitol Market, Inc.

*** Address:**

800 Smith Street/ Charleston, WV 25301

*** Primary Contact Person:**

Evan Osborn

Title:

Interim Executive Director

* Phone:

* Email:

304-741-3380

evan@capitolmarket.net

Federal Tax ID:

31-151-2991

If applicable: DUNS Number:

192329014

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:

Kristen Harrison (President) West Virginia Manufacturer’s Association Steven Keith (Vice President) Miles Partnership, West Virginia Food Guy
Susie Salisbury (Secretary/Treasurer) Charleston Area Alliance Jane Bostic – City of Charleston, Tim Brady – Charleston Convention and
Visitors Bureau, Jack Cavender – City National Bank, Jason Chipps – TopNotch Custodial, Chris Price – Mountain Care Network, Tim
Cunningham – Cunningham Electrical Services, Raymond Harrell Jr – Boone Memorial Hospital, Kim Mallory – Kanawha County, Judy
McJunkin – Kanawha County Master Gardeners, George Manahan – Manahan Group, Gaylene Miller - AARP, Candace Nelson – Girl Scouts of
The Black Diamond Council, Laura Ellis – Retired BB&T/Truist, Jennifer Pharr – Riggs Corp, Charleston City Council, Lacey Davidson – West
Virginia Department of Agriculture, Paul Smith – 1010 Bridge/The Pitch, Kelly Harmon - Encova, and Leah Glover – Philanthropic Consultant
Evan Osborn, Interim Executive Director Chris Fleshman – Interim Outdoor Market Manager Angela Wolff – Executive Assistant

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

Capitol Market is proud to partner with several public and private entities that assist us in fulfilling our mission. Within the last year, we have
collaborated for the following: City of Charleston – Rent relief for Indoor Tenants, Tree Recycling, City Christmas Tree/Parade West Virginia
Department of Agriculture – West Virginia Farm Bill, Cottage Food Producers West Virginia Food and Farm Coalition – Snap/Stretch Program
Downtown Charleston Association – Holly Jolly Brawley AARP – Let’s Get Cooking w/ Chef Paul Smith Charleston Urban Renewal Authority –
To purchase property at 1001 Smith St. Manna Meal – Stringing Beans for Manna Meal Charleston Convention and Visitors Bureau – Virtual
Visitors Kiosk FestivALL – Popup Vendor Series, 3 Things Childhood Language Center – Mac & Cheese Challenge HospiceCare WV –
LoveLight Tree

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested

* Total Program/Project Cost

Annual Organization Budget

1058000

1100000

724450000

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

Capitol Market, a 501(c)(3) non-profit public market, seeks American Rescue Plan Act funding from the City of Charleston to assist it in
mitigating and recovering from the economic consequences of COVID-19. Our plan is to utilize ARPA funding to sustain Capitol Market’s
role as a key economic driver and essential public space in Charleston. Capitol Market is in a Federal Qualified Opportunity Zone and HUB
Zone. The mission of the Capitol Market is to support small, locally owned businesses; to lift up local farmers; and to create a community
space for all. Throughout the pandemic, and the many unique challenges it brought to our retail community, Capitol Market has persevered
but doing so has certainly not been easy. The physical structure of this historic landmark requires consistent maintenance and preservation
to adequately serve our community. The pandemic has shown that in the face of monumental, unexpected challenges, we must be prepared
to adapt. With that in mind, the Capitol Market proposes to utilize ARPA funding for five innovative projects that will directly benefit the City
of Charleston, the small businesses and farmers that call Capitol Market home, and the residents who shop and dine there. The five projects

we have identified for ARPA funding are as follows: (1) Acquisition of property at 1001 Smith Street to provide for additional supply and cold storage and the creation of a commercial kitchen to support cottage food producers and entrepreneurs as well as serve as an educational center for teaching healthy eating habits (2) Capital improvements to the outdoor market pavilion including replacement of skylights, installation of retractable shade cloths, and comprehensive audio, video, and lighting upgrades (3) Smith Street area improvements to address security and safety including outdoor lighting and structural repairs (4) Replacement of aging sewer lines and comprehensive remodel of restrooms to support businesses, customers and additional public users (5) Market-wide broadband internet upgrades Any of the projects identified above would be beneficial to the Capitol Market even absent the pandemic. However, the past two years have certainly demonstrated the need to support the City's small businesses while keeping the community safe. In fact, the two go hand-in-hand. Now more than ever, people want to come together, and they seek out those establishments where they feel comfortable, safe and cared for. That is exactly the atmosphere Capitol Market strives to provide for both its patrons and for those who work there. The projects we have identified, which require ARPA funding to be successful, are in furtherance of that goal. Acquisition of property at 1001 Smith Street to provide for additional supply and cold storage and the creation of a commercial kitchen to support cottage food producers and entrepreneurs Capitol Markets seeks to acquire the former Prestera property located at 1001 Smith Street with the long-term goal of establishing a publicly available commercial kitchen. Capitol Market will partner with Advantage Valley to conduct a thorough feasibility study regarding the creation and management of a commercially viable entity. In the short-term, Capitol Market will partner with the Charleston Urban Renewal Authority (CURA) to acquire the property from the State of West Virginia. The acquisition will have the immediate benefit of providing much needed parking and storage opportunities for market vendors. Based on the results of the feasibility study, we in turn will begin the demolition and renovation of the property to best serve the entrepreneurial endeavors of our cottage food vendors. The long-term benefit to Capitol Market will be additional rental income; rendering our vendors less susceptible to supply chain issues; and providing a customer resource for West Virginia products made using locally sourced produce, meats and dairy products. Capital improvements to the outdoor market pavilion including replacement of skylights, installation of retractable shade cloths, and comprehensive audio, visual and lighting upgrades The pandemic underscored the importance of a thriving, robust local food economy. Our farmers and outdoor market producers rose to the challenge to meet unprecedented demand over the last two years. The outdoor market was a vital resource for those who were concerned with community spread of the virus and who preferred to shop in an open-air environment when possible. As such, our farmers and other outdoor vendors were even more vital to the overall success of Capitol Market than ever. By utilizing ARPA funds to make improvements to the outdoor market pavilion, we will ensure that there is a viable fresh food outlet to protect the community from the ongoing threat of the virus and its mutations and, in the longer term, to provide our vendors and customers with an environment that is an inviting and pleasing place in which to do business. The planned renovations include the replacement of skylights, the installation of retractable shade cloths, and comprehensive audio, visual and lighting upgrades. Adequate natural lighting, provided in part by skylights, is of utmost importance to our vendors who provide vegetable and herb plants. The availability of the vegetable and herb plants then allow customers to plant their own gardens and provide fresh food for their families. Due to the original design of the outdoor pavilion, the mid-day sun can be detrimental to the freshness of ready to eat fruits and vegetables at the market. This problem can be countered through the use of retractable shade cloths. By giving our vendors some control over the amount of sunlight their products receive, they can prolong the freshness of these fruits and vegetables that are so vital during the summer months. Currently, audio, visual and lighting for special outdoor events is virtually non-existent. From May through October, Capitol Market provides the community with the opportunity to attend outdoor "Let's Get Cooking" demonstrations with Chef Paul Smith. These events showcase the products available for purchase at Capitol Market. Feedback indicates that those who attend find the cooking demonstrations to be educational and enjoyable. In fact, each "Let's Get Cooking" hosted by Capitol Market in 2021 was standing room only. Enhanced audio, visual and lighting equipment will provide an even better experience for those who attend. Further, Capitol Market intends to expand upon the success of its current outdoor event offerings with the creation of a spring, summer and fall concert series. Adequate audio and visual equipment, and better lighting will be a key factor in the success of this new endeavor. This new audio equipment would also include a public address system, by which staff could reach out to all customers and vendors in the event of an emergency. Smith Street area improvements to address security and safety including outdoor lighting and structural repairs Enhanced lighting on the Smith Street side of Capitol Market is needed to enhance the safety of both customers and pedestrians during the evening hours. We want customers who desire to shop small and locally to feel comfortable coming to the Capitol Market at all times, including after work when the sun has already set. Further, funds are sought to repair compromised and failing structural girders on the Smith Street side of the building. Replacement of aging sewer lines and comprehensive remodel of restrooms to support businesses, customers and additional public users As the COVID-19 epidemic further displaced an already vulnerable population of Charleston, Capitol Market's facilities have experienced unprecedented use. As such, problems with aging and poorly designed infrastructure have been exacerbated. For example, Capitol Market has experienced frequent back-up of sewer lines over the past eighteen months. This issue must be addressed and remedied in order for Capitol Market to remain accessible to all, regardless of patronage. Similarly, restroom renovations will be designed to limit contact with publicly shared surfaces. For example, soap and paper towel dispensers will be made fully automated. We also intend to upgrade shared surfaces to allow for easier and more thorough sanitization measures. Market-wide broadband internet upgrades The need for market-wide broadband upgrades is multi-faceted. As our farmers and pop-up vendors migrate toward contact-less payment systems, we have identified gaps in wireless access throughout the outdoor market. Further, as we seek to remain a community hub for those who continue to work outside of a traditional office and for students – from graduate students to elementary students – free community wi-fi is a vital is a vital linchpin to Capitol Market's value to Charleston. First and foremost, Capitol Market, in partnership with CURA, has submitted a bid of \$25,000.00 to acquire the property located at 1001 Smith Street. As the sole bidder on the property, we are awaiting transfer of ownership from the State of West Virginia. Capitol Market is currently working with Tim Cunningham, Chair of the Capitol Market Maintenance Committee, to provide estimated completion

costs for goods and services related to our request. Further, upon funding of the proposed projects, Capitol Market will hire a project manager to seek competitive bids to ensure that costs do not exceed the costs related to the requested ARPA funding. Capitol Market seeks to complete the majority of the proposed projects within two fiscal years 2022-23. Project management, additional accounting services and minor project costs will carry over into 2024.

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?

2024

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:

If the pandemic has taught us anything, it is that Capitol Market can do more. By expanding our programs and services, as well as rehabbing existing facilities, Capitol Market will be well-positioned to better serve the community, our farmers, and our tenants for decades to come. Funds are being requested for five projects: (1) Acquisition of property at 1001 Smith Street to provide for additional supply and cold storage and the creation of a commercial kitchen to support cottage food producers and entrepreneurs as well as serve as an educational center for teaching healthy eating habits. (2) Capital improvements to the outdoor market pavilion including replacement of skylights, installation of retractable shade cloths, and comprehensive audio, visual and lighting upgrades. (3) Smith Street area improvements to address security and safety including outdoor lighting and structural repairs. (4) Replacement of aging sewer lines and comprehensive remodel of restrooms to support businesses, customers, and additional public users. (5) Market-wide broadband internet upgrades.

5. Describe the need for this program/project:

Capitol Market supports more than 50 small business and farms by heavily subsidizing their operational expenses. As a non-profit, Capitol Market relies on outside support in order to accomplish our goal of remaining a premier destination for Charleston residents, as well as a hub for small business. Capitol Market’s indoor structure, at well over 100 years old, is in need of major, capital improvements to preserve the building for years to come. Further, Capitol Market’s outdoor pavilion is home to the largest concentration of greenhouse, produce and related agriculture producers in West Virginia. The outdoor market has served an unprecedented need in Charleston during the pandemic by providing a safe, open-air space for the community to purchase fresh, locally grown produce. The outdoor pavilion is likewise in need of upgrades to allow it to better serve the community. The Market also serves as a hub for the region to supply SNAP Stretch benefits and vouchers for senior citizens that are battling food insecurities. Capitol Market is proud that despite tenants losing as much as 30% of revenue through the pandemic, not a single indoor tenant closed for business. And while they struggled due to the indoor portion being closed to the public, our outdoor vendors were met with unprecedented demand. Each, both indoor and outdoors, rose to meet new and unforeseen challenges. A large portion of our request is designed to prevent such problems from repeating.

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

Capitol Market is home to the largest concentration of small business owners within the City of Charleston. As such, there is no other organization that does what we do.

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

Capitol Market regularly collaborates with a wide variety of community stakeholders, including the West Virginia Department of Agriculture, to promote West Virginia farmers and produce. Additionally, we work with the West Virginia Food and Farm Coalition to offer the SNAP/Stretch program to benefit our local community and growers. As discussed in detail above, Capitol Market has partnered with CURA to acquire the property at 1001 Smith Street from the State of West Virginia. The West Virginia Department of Agriculture has committed funds for short term support and cold storage at the commercial kitchen to be developed at the property. Further, successful implementation of the projects will foster additional collaboration amongst additional community partners.

8. How will duplication of services be prevented?

Capitol Market is a unique entity in the City of Charleston. The projects for which we seek funding will be utilized to upgrade both the interior of the market as well as the outdoor market. Given that Capitol Market provides a space for so many small businesses and local farmers to do business in one location, the projects that are designed to enhance and improve the space will not be duplicated elsewhere in the city. Further, as discussed in the project narrative as it relates to the commercial kitchen, Capitol Market will partner with Advantage Valley in a thorough feasibility study so that the project is tailored to meet needs that are currently not being met through other initiatives.

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.

On average, Capitol Market welcomes 500,000 guests throughout the course of a year. We know, through customer surveys, that an estimated two-thirds of Capitol Market shoppers are local. The aforementioned projects will not only benefit our patrons but will also benefit more than fifty small business owners and members of the displaced or underserved community.

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

Capitol Market will remain a vibrant and accessible community resource that is available to all regardless of age, gender, income, or residence.

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

This is a combination of new and existing programs. With respect to existing, measurable outcomes, Capitol Market has measured existing tenant sales and estimated number of visitors and will continue to do so.

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

Capitol Market anticipates that in the first year of operation there will be a minimum of ten new cottage food vendors as well as an additional \$10,000 in revenue through the leasing of storage space.

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.

Capitol Market has requested funding from the Kanawha County Commission in the amount of \$600,000 for support related to COVID-19. However, the projects for which any funding from the county would be applied are separate and distinct from the projects identified herein. West Virginia Dept. of Agriculture has committed \$20,000 for cold storage. Capitol Market has also requested \$20,000 from the United States Department of Agriculture through their Pandemic Response and Safety grant 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.

West Virginia Department of Agriculture – \$198,000 – completed West Virginia Food and Farm Coalition for SNAP/Stretch – \$87,000 – completed City of Charleston – \$20,000 – completed Indoor Market tenants – \$383,227 – rental income received year to date Outdoor

Market tenants - \$101,476 - rental income received year to date

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

Capitol Market is seeking expenses related to this project totaling \$1,058,000. In 2022, expenses are estimated to total \$596,000; \$381,000 in 2023; and \$81,000 in 2024. The majority of all expenses are to cover material and supply costs associated with building, remodeling, and construction. Additional funds are requested to hire a project manager and to provide additional accounting services.

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

Capitol Market will prioritize all proposed projects based on funding availability and tenant and patron demand. We will ask the City of Charleston through their contract with Sustainable Strategies, to assist us with finding alternative funding sources to support the facility's maintenance and community services. Capitol Market will adjust funding outlay for each project based on the results of constituent input.

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

Each project described herein for which Capitol Market seeks funding is finite; however, the investment will ensure sustainability at our historic structure, viability of our current small businesses, and continuation of our mission's programming.

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

Capitol Market maintains a robust system of financial checks and balances. Primarily, we utilize Suttle & Stalnaker accountants to safeguard that we operate in a manner that meets and exceeds all recognized not-for-profit accounting standards. In addition, our Board of Directors and Finance committee reviews and approves our finances on a monthly basis. Further, we conduct an annual audit through Brown Edwards PLLC.

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

Capitol Market intends to maintain separate accounts for the purpose of separating all City ARPA funding. Additionally, we have budgeted for additional bookkeeping and accounting expenses related to properly managing, tracking, and reporting all funds.

REQUESTED BUDGET WORKSHEET
Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
1058000	
Donations/Other Fundraising	Government Grants/Other
22000	20000
* TOTAL REVENUE	
1100000	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

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

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
155000		

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
903000	42000	945000

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
1058000	42000	1100000

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.

Celebrating more than 20 years of operation, Capitol Market has grown from a modest farmers' market to a vibrant indoor-outdoor retail, dining, and social hub open year-round. To fully appreciate what Capitol Market is today, you have to take a look at its storied past. In the late 1800s, the Kanawha and Michigan Railroad built a railyard on Smith Street that bustled with commerce important to the region’s growth before eventually falling into disrepair in the late 1900s. That is when a new vision for the old depot was born. A vision that reimagined it as a new kind of community hub for the modern era – a historic site home to small businesses and dozens of local farmers, serving as a significant economic engine and attraction for the region. That was 1997 and now – more than 100 years after the railyard’s original construction – Capitol Market has blossomed into a premier shopping destination featuring an eclectic mix of indoor and outdoor shops offering fresh meat, fish, produce, coffee, wine, beer, cheese, chocolates, a variety of West Virginia-made products and Soho’s - one of the city’s most popular restaurants. Beyond the commerce of Capitol Market, our programs and educational events impact our communities every day. From SNAP Stretch that helps fight food insecurity for West Virginia families and provides much needed support for area famers and “Let’s Get Cooking” classes with AARP for seniors to our partnerships with Clay Center for the Arts and Sciences and FestivALL that provide free art events to local children, Capitol Market is a non-profit organization that works to ensure we are nourishing our local communities, families, and the future of West Virginia in a multitude of ways. Spend just a few minutes here and you’ll discover why our Market has become such a vital anchor to our vibrant downtown. It’s like a community’s Main Street – a popular gathering place and meeting space where we greet friends and take out-of-town guests to show off all that makes our Mountain State so special.

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

Capitol Market works to support small businesses, lift up local farmers, and create a community space for all.

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

West Virginia Food and Farm Coalition – Spencer Moss, Executive Director West Virginia Department of Agriculture – Norm Bailey, Chief of Staff Charleston Area Alliance – Jack Rossi, Chairman

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.

Early on, the pandemic told two very different stories with respect to Capitol Market’s indoor and outdoor vendors. For indoor vendors, the closing of the indoor market was devastating and resulted in a 30% reduction in overall sales during 2020. Fortunately, thanks to the generosity of the City of Charleston, Capitol Market was able to provide rent relief to indoor tenants which was crucial to the survival of all nine tenants. Meanwhile, the outdoor market experienced record sales and struggled to meet demand. As such, unprecedented wear and tear has been put on the outdoor structure.

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

No funds are being requested to replace revenue lost due to COVID-19.

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

ARPA funding will be transformative for the Capitol Market. The funding will allow the market and its vendors to keep more inventory on hand, diversify our revenue stream, increase public confidence in the safety and appearance of the market, and allow the generation of additional event revenue when it is safe 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

Evan H. Osborn

Authorized representative of Applicant/Organization

* Date

12/14/2021

Format: MM/DD/YYYY

* PRINTED NAME:

Evan H. Osborn

* TITLE OF APPLICANT:

Interim Executive Director

* ORGANIZATION NAME:

Capitol Market, Inc.

Upload a File

Choose File

No file chosen

https://charlestonwv.rja.revize.com/reports/185668

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Capitol Market Board of Directors
Executive Committee Agenda via Zoom at 4 PM
12.8.21

President: Kristen Harrison✓ **Vice President:** Steven Keith✓ **Secretary/Treasurer:** Susie Salisbury✓

~~Jennifer Pharr~~

~~Raymond Harrell~~

Tim Cunningham ✓

Gaylene Miller ✓

OTHERS:

Evan Osborn – Interim Executive Director & Outdoor Market Manager ✓

Angela Wolff – Executive Assistant ✓

Alisa Bailey – Transition Advisor ✓

Nicole Johns- Legal Counsel ✓

Max Gottlieb – Legal Counsel ✓

AGENDA

1. Call to Order **4:01 PM** Steven Keith (Filling in for Kristen)
2. Market Updates Evan Osborn
 - Approval of Kanawha County and City of Charleston ARPA Grant requests
 - Kanawha County**
 - Asking for \$599,567.67 to develop a five-year strategy to retain and attract farmers, replace lost revenue due to COVID-19 and initiate Sip & Shop
 - All asks must tie-in to pandemic response
 - This application is ready for submission pending board approval
 - City of Charleston**
 - Asking for funding to acquire building across the street, a cold storage facility, and a commercial kitchen
 - Due December 15 but needs board approval before submission
 - Both grants ask for references

- Kristen Harrison will call Becky Ceperley to see if she's able to help with City grant; Becky will then contact Evan if she is willing to help
- If necessary, Evan will send out a notice for an emergency board meeting on Tuesday, 12/14 at noon for the purpose of looking at this piece of business
- **4:16 PM:** Tim Cunningham made a motion for the board to approve moving forward on applying for these two grants.
 - Gaylene Miller seconded the motion
 - All are in favor and the motion is carried.

-Indoor Updates:

- Market is fully decorated for Christmas; holiday hours are in effect
- Giving Tuesday netted \$700 in donations
- Charleston Christmas Parade tomorrow night
- Alisa Bailey & Evan Osborn to start public relations push—laying groundwork for future support

-Outdoor Market Updates

- Tree season ends this weekend due to record demand and smaller inventory; John & Rich have both done a wonderful job at making customers happy despite nationwide shortage of trees (plans to address this to the public to get ahead of public perception)
- SNAP 2021 is officially wrapped up and all farmers have been reimbursed
- Initiating conversations with outdoor growers to discuss what went well for the past season and what to address for spring season

3. New Business:

a. Open Session

- | | | |
|------|-------------------|-----------------|
| i. | Maintenance | Tim Cunningham |
| ii. | Marketing | Steven Keith |
| iii. | Retail Operations | Raymond Harrell |
| iv. | P & D | Gaylene Miller |
| v. | Nominating | Jennifer Pharr |

4. Finance Report Susie Salisbury

- November 2021 Financials

- We received \$20K, and another \$16K is coming related to payroll taxes—however, it is currently showing up as both “other revenue” and a

reduction of expenses under wages, so sorting that out with S&S to see why it's showing as both

Draft Budget 2022

- This draft is based on financials up through October 2021
- Forklift & Cooler are folded into outdoor rental income
- Market Table is removed from Event section, Market Mixer & Green Chili are left the same, Party in the Patch budget slightly higher—otherwise the Events & Marketing budget is about the same
- Haven't met \$40K goal in grant contributions this year
- Increases in admin expenses: payroll, bookkeeping services, audit expenses, office supply, bank charges, custodial contract, & increase to maintenance budget
- Gift Card in our P&L since it's not really revenue for us
- Operating: WVDA MOU contribution
- Grants & maintenance budget are the two biggest numbers that could make or break the budget
- **4:46 PM:** Susie Salisbury made a motion to present the budget for approval at the next full board meeting on December 15
 - Tim Cunningham seconded the motion
 - All are in favor and the motion is carried.

- | | | |
|----|------------------------------|--------------|
| 5. | Old Business or New Business | Steven Keith |
| 6. | Adjournment 5:30 PM | Steven Keith |

City of Charleston, West Virginia
Attn: City Manager's Office
501 Virginia Street East
Charleston, WV 25301

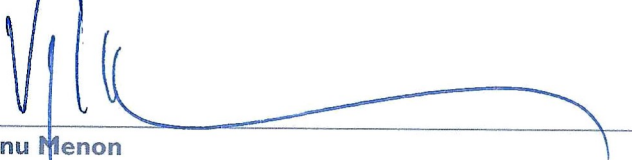
December 14th, 2021

To those it may concern,

On behalf of the indoor market tenants at Charleston's Capitol Market, it is my distinct pleasure to offer our full support for the Market's request and application for American Recovery Plan funding. The 9 full-time, indoor businesses would benefit greatly from these funds, and we believe have a transformative effect on Capitol Market.

The projects requested within this proposal will aid in our long-term recovery from the Covid-19 Pandemic. We thank you for your time and consideration of this request. If I may answer any questions or provide more information, please do not hesitate to contact me.

Sincerely,



Venu Menon
Indoor Market Representative
Owner, Mea Cuppa Coffee
Venu@MeaCuppaCoffee.com

Resolution No. 659-22

Introduced in Council:

Adopted by Council:

May 16, 2022

Introduced by:

Referred to:

Mayor Amy Goodwin, Pat Jones,
Jeanine Faegre, Becky Ceperley,
Emmett Pepper, Jennifer Pharr,
And Chuck Overstreet

Finance

Resolution No. 659-22 –

Whereas, since February 2019, the City of Charleston has been engaged in the ongoing conversations related to a riverbank and roadway destabilization along Blaine Boulevard;

Whereas, in that time, members of the Goodwin Administration have engaged the U.S. Army Corps of Engineers (“USACE”), the Charleston Sanitary Board, Senator Manchin’s Office, the West Virginia State Conservation Agency, the West Virginia Office of Community Advancement and Development, the West Virginia Infrastructure and Jobs Development Council, and others;

Whereas, members of the Administration and City Council have met with and spoken with Blaine Boulevard residents on multiple occasions;

Whereas, the Administration continues to work with federal leaders – including Senators Joe Manchin and Shelly Moore Capito – to identify all available funding options to address the infrastructure issues along Blaine Boulevard;

Whereas, the Administration has submitted requests under the Congressionally Directed Spending program to seek congressional funding for Blaine Boulevard;

Whereas, the Administration has requested \$900,000 from the USACE’s Energy & Water Investigations program for planning, design, engineering, and evaluation costs to identify and fully engineer the preferred solution and prepare it for implementation/construction;

Whereas, an appropriation of \$900,000 in USACE Energy & Water Investigations funding would cover 65% of this cost, matched by a 35% share or \$485,000 from the City of Charleston; and

Whereas, the Administration seeks to put the City in the best position possible to receive federal funding by requesting that City Council specifically allocate an appropriate amount of City funds to be used as a match for any federal grants the City may receive to address this important issue.

1
2 Be it Resolved by the Council of the City of Charleston, West Virginia:

3
4 That \$485,000 within the "Grant Matching" account line within the American Rescue Plan Act
5 Fund No. 073 is allocated to be used as matching funds relating to the United States Army
6 Corps of Engineer's Section 14 Emergency Streambank and Shoreline Protection continuing
7 authority program, which includes Energy & Water Investigations funding.

CITY OF CHARLESTON
Payroll Variance Analysis
April 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	34,870	33,845	1,025	2.94%	255,716	252,160	3,556	1.39%	302,210	50,050
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	34,870	33,845	1,025	2.94%	255,716	252,160	3,556	1.39%	302,210	50,050
Mayor - CARE Office	409-02	Regular	30,658	26,769	3,889	12.68%	224,826	152,148	72,678	32.33%	265,704	113,556
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,658	26,769	3,889	12.68%	224,826	152,148	72,678	32.33%	265,704	113,556
City Council	410	Regular	19,500	23,500	(4,000)	-20.51%	143,000	128,000	15,000	10.49%	169,000	41,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	19,500	23,500	(4,000)	-20.51%	143,000	128,000	15,000	10.49%	169,000	41,000
City Manager - Admin.	412-00	Regular	62,763	58,061	4,702	7.49%	457,455	427,108	30,347	6.63%	543,948	116,840
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	62,763	58,061	4,702	7.49%	457,455	427,108	30,347	6.63%	543,948	116,840
City Treasurer	413	Regular	15,204	14,165	1,040	6.84%	111,499	106,067	5,432	4.87%	131,772	25,705
		IPT	2,192	1,480	712	32.48%	16,077	9,722	6,355	39.53%	19,000	9,278
		OT	-	-	-		-	-	-		-	-
		Total	17,397	15,645	1,752	10.07%	127,576	115,789	11,788	9.24%	150,772	34,983
City Collector	414	Regular	78,569	69,796	8,773	11.17%	576,174	488,338	87,836	15.24%	680,933	192,595
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	25	(25)		-	(25)
		Total	78,569	69,796	8,773	11.17%	576,174	488,363	87,811	15.24%	680,933	192,570
City Clerk	415	Regular	15,093	14,771	322	2.13%	110,680	108,320	2,361	2.13%	130,804	22,484
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	15,093	14,771	322	2.13%	110,680	108,320	2,361	2.13%	130,804	22,484
Municipal Court	416	Regular	34,011	33,164	847	2.49%	249,413	245,603	3,810	1.53%	294,761	49,158
		IPT	2,077	-	2,077	100.00%	15,231	5,409	9,822	64.49%	18,000	12,591
		OT	2,714	3,999	(1,285)	-47.36%	19,902	16,062	3,840	19.29%	23,520	7,458
		Total	38,802	37,163	1,638	4.22%	284,545	267,074	17,472	6.14%	336,281	69,207

CITY OF CHARLESTON
Payroll Variance Analysis
April 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	44,776	43,731	1,045	2.33%	328,358	320,692	7,665	2.33%	388,059	67,367
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	44,776	43,731	1,045	2.33%	328,358	320,692	7,665	2.33%	388,059	67,367
Budget	5											
Actual	5											
Accounting	418	Regular	33,045	23,969	9,075	27.46%	242,328	195,091	47,237	19.49%	286,388	91,297
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	33,045	23,969	9,075	27.46%	242,328	195,091	47,237	19.49%	286,388	91,297
Budget	5											
Actual	4											
Engineering - General	420-00	Regular	57,082	48,497	8,586	15.04%	418,602	389,807	28,795	6.88%	494,712	104,905
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	57,082	48,497	8,586	15.04%	418,602	389,807	28,795	6.88%	494,712	104,905
Budget	7											
Actual	6											
Engineering - Stormwater	420-01	Regular	15,837	15,375	461	2.91%	116,136	112,753	3,383	2.91%	137,252	24,499
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	15,837	15,375	461	2.91%	116,136	112,753	3,383	2.91%	137,252	24,499
Budget	2											
Actual	2											
MOECD	421	Regular	44,176	38,414	5,762	13.04%	323,957	297,786	26,170	8.08%	382,858	85,072
		IPT	-	2,038	(2,038)		-	9,618	(9,618)		-	9,618
		OT	-	-	-		-	-	-		-	-
		Total	44,176	40,453	3,723	8.43%	323,957	307,405	16,552	5.11%	382,858	94,690
Budget	7											
Actual	5											
Human Resources	422	Regular	46,416	39,550	6,866	14.79%	340,384	316,040	24,344	7.15%	402,272	86,232
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	46,416	39,550	6,866	14.79%	340,384	316,040	24,344	7.15%	402,272	86,232
Budget	7											
Actual	7											
Mail Room	431	Regular	4,057	3,000	1,057	26.05%	29,748	14,311	15,438	51.89%	35,157	20,846
		IPT	-	-	-		-	-	-		-	-
		OT	-	14	(14)		-	55	(55)		-	-
		Total	4,057	3,014	1,042	25.70%	29,748	14,366	15,382	51.71%	35,157	20,846
Budget	1											
Actual	1											
Building Commission	436	Regular	78,615	76,636	1,978	2.52%	576,507	561,916	14,592	2.53%	681,327	119,411
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	78,615	76,636	1,978	2.52%	576,507	561,916	14,592	2.53%	681,327	119,411
Budget	13											
Actual	13											

CITY OF CHARLESTON
Payroll Variance Analysis
April 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	53,967	52,029	1,938	3.59%	395,755	367,900	27,855	7.04%	467,710	99,810
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	53,967	52,029	1,938	3.59%	395,755	367,900	27,855	7.04%	467,710	99,810
		Budget	8									
		Actual	8									
Information Systems	439	Regular	70,053	52,435	17,618	25.15%	513,722	421,803	91,919	17.89%	607,126	185,323
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	70,053	52,435	17,618	25.15%	513,722	421,803	91,919	17.89%	607,126	185,323
		Budget	10									
		Actual	6									
General Services	440	Regular	52,342	43,491	8,851	16.91%	381,943	333,367	48,576	12.72%	453,634	120,267
		IPT	5,192	-	5,192	100.00%	38,077	2,058	36,019	94.60%	45,000	42,943
		OT	7,560	4,359	3,201	42.34%	55,440	46,863	8,577	15.47%	65,520	18,657
		Total	65,095	47,850	17,244	26.49%	475,460	382,288	93,172	19.60%	564,154	181,866
		Budget	12									
		Actual	11									
Constituent Services	442-01	Regular	20,785	23,302	(2,516)	-12.11%	147,772	121,860	25,912	17.54%	180,139	58,279
		IPT	2,700	-	2,700	100.00%	18,000	-	18,000	100.00%	23,400	23,400
		OT	-	-	-		-	707	(707)		-	-
		Total	23,485	23,302	184	0.78%	165,772	122,568	43,205	26.06%	203,539	81,679
		Budget	4									
		Actual	3									
Morris Square Property	500	Regular	2,979	3,130	(151)	-5.08%	21,843	23,124	(1,282)	-5.87%	25,814	2,690
		IPT	-	-	-		-	-	-		-	-
		OT	1,163	49	1,114	95.81%	8,529	273	8,256	96.80%	10,080	9,807
		Total	4,142	3,179	963	23.25%	30,372	23,397	6,975	22.96%	35,894	12,497
		Budget	1									
		Actual	1									
Public Works	566	Regular	22,154	19,539	2,615	11.81%	162,462	152,957	9,504	5.85%	192,000	39,043
		IPT	-	-	-		-	-	-		-	-
		OT	346	-	346	100.00%	2,538	4,460	(1,922)	-75.70%	3,000	(1,460)
		Total	22,500	19,539	2,961	13.16%	165,000	157,417	7,583	4.60%	195,000	37,583
		Budget	3									
		Actual	3									
Public Grounds - Adm.	567-00	Regular	98,466	97,001	1,465	1.49%	722,081	686,471	35,611	4.93%	853,369	166,898
		IPT	-	-	-		-	-	-		-	-
		OT	2,908	2,601	307	10.55%	21,323	12,222	9,101	42.68%	25,200	12,978
		Total	101,373	99,602	1,772	1.75%	743,405	698,692	44,712	6.01%	878,569	179,877
		Budget	26									
		Actual	25									

CITY OF CHARLESTON
Payroll Variance Analysis
April 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Public Grounds - C/T	567-01	Regular	7,553	7,553	0	0.00%	55,388	55,671	(284)	-0.51%	65,458	9,787
		IPT	-	-	-		-	-	-		-	-
		OT	485	-	485	100.00%	3,554	1,600	1,954	-100.00%	4,200	2,600
		Total	8,037	7,553	485	6.03%	58,941	57,271	1,670	2.83%	69,658	12,387
Police - Uniform	700-00	Regular	1,014,516	962,171	52,344	5.16%	7,289,302	6,922,660	366,641	5.03%	8,436,790	1,514,130
		OT	200,609	260,995	(60,385)	-30.10%	1,643,074	2,016,072	(372,998)	-22.70%	1,901,129	(114,943)
		Reimb.	(2,885)	(256)	(2,629)	-91.13%	(21,154)	(35,981)	14,827	70.09%	(25,000)	10,981
		Total	1,212,240	1,222,910	(10,670)	-0.88%	8,911,222	8,902,751	8,471	0.10%	10,312,919	1,410,168
Police - Civilian	700-01	Regular	99,242	93,361	5,881	5.93%	727,774	703,177	24,596	3.38%	860,096	156,919
		IPT	5,769	4,110	1,659	28.76%	42,308	23,710	18,598	43.96%	50,000	26,290
		OT	10,855	7,084	3,771	34.74%	79,606	63,959	15,647	19.66%	94,080	30,121
		Total	115,866	104,555	11,311	9.76%	849,687	790,846	58,841	6.93%	1,004,176	213,330
Fire - Uniform	706-00	Regular	939,893	869,560	70,333	7.48%	7,680,366	7,294,323	386,043	5.03%	9,076,795	1,782,472
		OT	122,434	169,894	(47,460)	-38.76%	1,242,880	1,122,832	120,048	9.66%	1,468,858	346,026
		Reimb.	(1,385)	(302)	(1,083)	-78.19%	(10,154)	(33,000)	22,846	225.00%	(12,000)	21,000
		Total	1,060,943	1,039,152	21,791	2.05%	8,913,092	8,384,155	528,937	5.93%	10,533,653	2,149,498
Fire - Civilian	706-01	Regular	11,175	10,849	325	2.91%	81,949	79,562	2,387	2.91%	96,849	17,287
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	11,175	10,849	325	2.91%	81,949	79,562	2,387	2.91%	96,849	17,287
Traffic	712	Regular	46,561	43,909	2,652	5.70%	341,445	347,788	(6,343)	-1.86%	403,526	55,738
		IPT	-	-	-		-	-	-		-	-
		OT	1,357	979	378	27.84%	9,951	5,331	4,620	46.43%	11,760	6,429
		Total	47,918	44,888	3,030	6.32%	351,396	353,119	(1,723)	-0.49%	415,286	62,167
Emergency Services	716	Regular	9,656	-	9,656	100.00%	70,814	-	70,814	100.00%	83,689	83,689
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	9,656	-	9,656	100.00%	70,814	-	70,814	100.00%	83,689	83,689
Street	750	Regular	268,853	236,824	32,029	11.91%	1,961,583	1,696,114	265,469	13.53%	2,330,058	633,944
		IPT	-	-	-		-	-	-		-	-
		OT	20,769	8,075	12,695	61.12%	224,308	211,603	12,705	5.66%	252,000	40,397
		Total	289,622	244,899	44,723	15.44%	2,185,891	1,907,717	278,174	12.73%	2,582,058	674,341

CITY OF CHARLESTON
Payroll Variance Analysis
April 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Equipment Maintenance	754	Regular	79,740	80,085	(344)	-0.43%	584,763	596,603	(11,841)	-2.02%	691,083	94,480
		IPT	-	-	-		-	-	-		-	-
		OT	6,300	4,705	1,595	25.32%	46,200	47,260	(1,060)	-2.29%	54,600	7,340
		Total	86,040	84,790	1,251	1.45%	630,963	643,863	(12,900)	-2.04%	745,683	101,820
Refuse & Recycling	800	Regular	231,213	211,467	19,746	8.54%	1,695,563	1,649,367	46,195	2.72%	2,003,847	354,480
		IPT	-	-	-		-	-	-		-	-
		OT	35,792	16,882	18,910	52.83%	262,477	88,072	174,405	66.45%	310,200	222,128
		Total	267,005	228,349	38,656	14.48%	1,958,040	1,737,440	220,600	11.27%	2,314,047	576,607
Parks & Recreation	900	Regular	135,516	107,344	28,172	20.79%	993,781	878,813	114,967	11.57%	1,174,468	295,655
		IPT	11,200	14,701	(3,501)	-31.26%	196,000	117,051	78,949	40.28%	280,000	162,949
		OT	6,203	5,405	799	12.87%	45,489	41,409	4,081	8.97%	53,760	12,351
		Total	152,919	127,449	25,469	16.66%	1,235,270	1,037,273	197,997	16.03%	1,508,228	470,955
Public Arts	906	Regular	6,000	6,180	(180)	-3.00%	44,000	45,074	(1,074)	-2.44%	52,000	6,926
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	6,000	6,180	(180)	-3.00%	44,000	45,074	(1,074)	-2.44%	52,000	6,926
Spring Hill Cemetery	952	Regular	35,585	32,021	3,564	10.02%	260,960	249,879	11,081	4.25%	308,407	58,528
		IPT	4,388	-	4,388	100.00%	29,250	9,524	19,726	67.44%	46,800	37,276
		OT	1,163	474	689	59.25%	8,529	2,428	6,101	71.53%	10,080	7,652
		Total	41,136	32,495	8,641	21.01%	298,739	261,832	36,907	12.35%	365,287	103,455
General Fund		Regular	3,820,920	3,515,494	305,426	7.99%	28,638,049	26,742,657	1,895,392	6.62%	33,690,015	6,947,358
		IPT	33,518	22,330	11,189	33.38%	354,942	177,092	177,851	50.11%	482,200	324,345
		OT	420,659	485,514	(64,855)	-15.42%	3,673,800	3,681,232	(7,432)	-0.20%	4,287,987	607,518
		Reimb.	(4,269)	(558)	(3,711)	-86.93%	(31,308)	(68,981)	37,673	120.33%	(37,000)	31,981
		Total	4,270,828	4,022,780	248,048	5.81%	32,635,484	30,532,000	2,103,483	6.45%	38,423,202	7,911,201

CITY OF CHARLESTON
Payroll Variance Analysis
April 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Coliseum & Conv. Center	402	Regular	63,169	76,341	(13,171)	-20.85%	463,242	569,042	(105,799)	-22.84%	547,468	(21,574)
		IPT	10,904	-	10,904	100.00%	79,962	3,234	76,727	95.96%	94,500	91,266
		OT	6,092	8,066	(1,974)	-32.40%	44,677	32,539	12,137	27.17%	52,800	20,261
		Total	80,166	84,407	(4,242)	-5.29%	587,881	604,815	(16,934)	-2.88%	694,768	89,953
Parking System	406	Regular	82,360	74,275	8,085	9.82%	603,971	550,097	53,874	8.92%	713,784	163,687
		IPT	5,885	2,151	3,734	63.45%	43,154	21,797	21,356	49.49%	51,000	29,203
		OT	1,938	3,875	(1,936)	-99.89%	14,215	11,703	2,512	17.67%	16,800	5,097
		Total	90,183	80,300	9,882	10.96%	661,340	583,597	77,743	11.76%	781,584	197,987
Total		Regular	3,966,449	3,666,109	300,340	7.57%	29,705,262	27,861,796	1,843,467	6.21%	34,951,267	7,089,471
		IPT	50,307	24,481	25,826	51.34%	478,058	202,123	275,935	57.72%	627,700	425,577
		OT	428,690	497,456	(68,766)	-16.04%	3,732,692	3,725,475	7,217	0.19%	4,357,587	632,112
		Reimb.	(4,269)	(558)	(3,711)	86.93%	(31,308)	(68,981)	37,673	-120.33%	(37,000)	31,981
		Total	4,441,176	4,187,487	253,689	5.71%	33,884,704	31,720,413	2,164,292	6.39%	39,899,554	8,179,141

Vacancy Report:

City Manager	1
City Collector	1
Accounting	1
Engineering	1
MOECD	2
Information Systems	4
General Services	1
Constituent Services	1
Public Works (all)	10
Police - Uniform	11
Fire - Uniform	25
Traffic Engineering	1
Homeland Security	1
Parks & Rec	5
Total General Fund	65
CCCC	1
Parking System	1
Total All	67

**MUNICIPAL COURT
CITY OF CHARLESTON**

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

Anne B. Charnock, Judge

Conrad Lucas, Clerk

TO: Mayor Amy Shuler Goodwin
FROM: Conrad Lucas, Clerk
DATE: **Thursday May 5, 2022**
RE: **April 2022** Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1,667

Criminal Violations: 259
Traffic Violations: 1,405
Parking: 3
Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): \$1,314.98

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

FINANCIAL REPORT ATTACHED

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

Report For April

1, 2022 Thru April

30, 2022

FILEDST

Violations by Filed Date...

TRAFFIC	1,405	
CRIMINAL	259	
PARKING	3	
Total Filed Violations		1,667

Completed Cases...

Paid Fine...

TRAFFIC	273	
CRIMINAL	4	
PARKING	0	
Total Paid Fines		277

Before Judge...

TRAFFIC	4	
CRIMINAL	5	
PARKING	0	
Total Before Judge		9

Total Completed		286
-----------------	--	-----

Other Completed...

DISMISS- OFFICER NOT WITH CITY

TRAFFIC	6	
CRIMINAL	0	
PARKING	0	
Total		6

DISMISSED (BY COMPLAINANT)

TRAFFIC	0	
CRIMINAL	1	
PARKING	0	
Total		1

DISMISSED OFFICER FAIL TO PROS

TRAFFIC	11	
CRIMINAL	2	
PARKING	0	
Total		13

DISMISSED (PRESENTED INSURANCE)

TRAFFIC	74	
CRIMINAL	0	
PARKING	0	
Total		74

DISMISSED (BY JUDGE'S ORDER)_

CHARLESTON MUNICIPAL COURT

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Report For April 1, 2022 Thru April 30, 2022 FILEDST

TRAFFIC	6	
CRIMINAL	0	
PARKING	0	
Total		6

DISMISSED E-PROOF		
TRAFFIC	22	
CRIMINAL	0	
PARKING	0	
Total		22

DISMISSED (PRESENTED DL)		
TRAFFIC	17	
CRIMINAL	0	
PARKING	0	
Total		17

DISMISSED MISTAKEN IDENTITY		
TRAFFIC	1	
CRIMINAL	0	
PARKING	0	
Total		1

DISMISSED STORE CLOSED		
TRAFFIC	0	
CRIMINAL	5	
PARKING	0	
Total		5

DISMISSED OFF FAIL TO PROV VIN		
TRAFFIC	6	
CRIMINAL	0	
PARKING	0	
Total		6

DISMISSED (PROSECUTOR'S ORDER)		
TRAFFIC	42	
CRIMINAL	21	
PARKING	0	
Total		63

Dismissed at Officers Request		
TRAFFIC	52	
CRIMINAL	5	
PARKING	0	
Total		57

DISMISSED PRESENTED RECORDS		
TRAFFIC	304	
CRIMINAL	2	
PARKING	0	
Total		306

DISMISSED AFTER PT DIVERSION

CHARLESTON MUNICIPAL COURT

Page: 3

Report For April 1, 2022 Thru April 30, 2022 FILEDST

TRAFFIC	10	
CRIMINAL	7	
PARKING	0	
Total		17

Dismissed Pursuant to Plea

TRAFFIC	27	
CRIMINAL	61	
PARKING	0	
Total		88

DISMISSED WITHOUT PREJUDICE

TRAFFIC	10	
CRIMINAL	20	
PARKING	0	
Total		30

VOIDED DOCKET

TRAFFIC	6	
CRIMINAL	2	
PARKING	0	
Total		8

Total Other Completed 720

Grand Total Completed 1,006

Net Difference Filed/Complete 661

Warrants...

Issued...

TRAFFIC	651	
CRIMINAL	553	
PARKING	0	
Total Violations		1,204
Total Warrants Issued		1,204

Cleared...

TRAFFIC	510	
CRIMINAL	548	
PARKING	0	
Total Violations		1,058
Total Warrants Cleared		1,058

Change in Total Warrants 146

Other Paid Cases...

Paid Fine...

Total Other Paid Fines 109

CHARLESTON MUNICIPAL COURT

Page: 4

Report For April 1, 2022 Thru April 30, 2022 FILEDST

FINE FINE	\$24,121.80
LAWFND LAW ENFORCE. TRAIN STATE	\$3,260.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$1,380.00
CVC CRIME VICTIM'S FUND	\$2,379.00
ADMIN ADMINISTRATIVE COST	\$590.00
JAILF REGIONAL JAIL CORR.	\$11,772.00
CCF COMMUNITY CORRECTIONS FUND	\$194.00
REST RESTITUTION	\$1,192.98
OP OVER PAYMENT	\$82.25
PCADM PC ADMIN FEE	\$75.00
Total Fees/Fines Paid	\$45,047.03

Monthly Report – Definition Key

Violations by Filed Date:

Violations keyed into the Court software during the month

Completed Cases:

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

Before Judge:

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

Other Completed -Dismissed (By Complainant):

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

Defendant Deceased:

Cases dismissed because the defendant died.

Dismissed Officer Fail to Pros:

Cases dismissed because the officer failed to appear in Court.

Dismissed (presented insurance):

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

Dismissed (presented DL):

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

Dismissed Mistaken Identity:

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

Dismissed (Prosecutor's Order):

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

Dismissed Presented Records:

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

Dismissed After PT Diversion:

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

Dismissed Victim/Witness FTA:

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

Dismissed without prejudice:

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

Dismissed No Drug Results:

Drug results were not received for trial.

Dismissed – Officer Not With City

Officer/Witness is no long employed by the City.

Warrants

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

Cleared:

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

Other Paid Cases:

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

Search Warrant Issued:

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

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

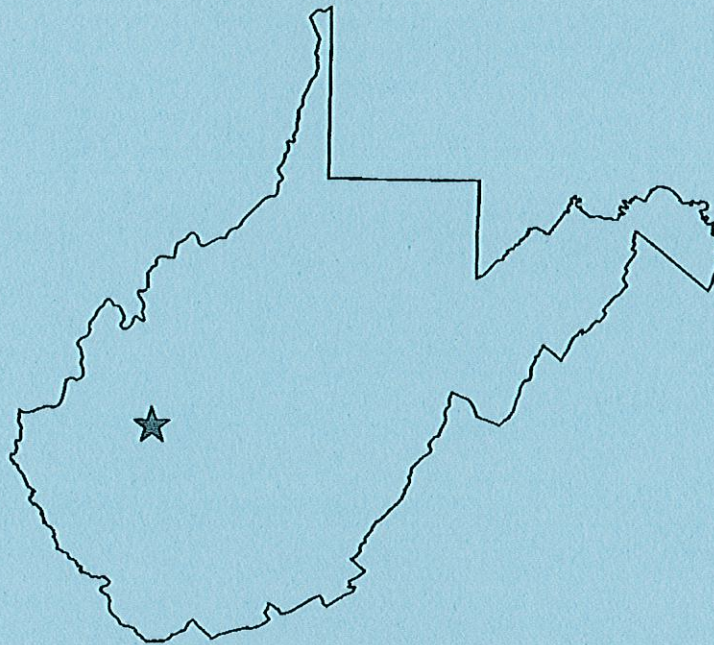


City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ended

April 2022



Respectfully submitted,

Victor Grigoraci, CPA – City Treasurer

<u>Fund / Description</u>	<u>Balance April 2021</u>	<u>Balance March 2022</u>	<u>Collections April 2022</u>	<u>Withdrawals April 2022</u>	<u>Balance April 30, 2022</u>
001 General Fund	30,634,457.01	15,269,547.31	13,099,879.40	8,053,236.96	20,316,189.75
002 Coal Severance Tax	37.75	23.73	51,826.04	46,644.00	5,205.77
003 Municipal Stabilization	4,734,901.79	20,576,815.33	1,691.23	0.00	20,578,506.56
007 Business Improvement Dist Fund	0.00	18,757.31	25,722.91	0.00	44,480.22
009 Community Development	5,323.34	5,296.68	203,859.82	207,334.80	1,821.70
014 IT Infrastructure	541,407.66	1,026,506.22	82.85	24,057.50	1,002,531.57
015 Charleston Land Reuse	245,703.09	192,392.15	19,463.87	2,493.75	209,362.27
017 Project West Invest	564.01	564.54	0.04	0.00	564.58
018 Planning Grant	0.00	0.01	0.00	0.00	0.01
019 Tourism & Promotions	490,422.52	443,048.31	36.41	0.00	443,084.72
020 Business Development	702,948.64	1,093,398.61	89.07	17,545.15	1,075,942.53
021 Community Participation	80,596.29	54,656.23	4.46	5,000.00	49,660.69
024 LGBTQ Working Group	484.03	484.47	0.04	0.00	484.51
026 Uniform Pension Reserve Fund	24,396,932.59	28,080,292.22	2,706,216.42	447,666.00	30,338,842.64
035 Municipal Beautification	32,778.32	32,808.40	2.70	0.00	32,811.10
036 Special Demolition	21,352.36	8,202.44	0.67	0.00	8,203.11
037 Sister Cities	27,602.72	27,628.06	2.27	0.00	27,630.33
038 Solid Waste	384,537.48	986,305.16	305,536.08	104,172.81	1,187,668.43
039 Waste Disposal	49,576.80	0.00	0.00	0.00	0.00
040 Landfill Closure	3,510,745.54	3,918,520.47	13,256.63	0.00	3,931,777.10
041 Police Contributions	23,639.90	17,049.50	1.40	0.00	17,050.90
042 Police Evidence	982,523.09	768,009.81	62.14	36,376.08	731,695.87
043 Forfeited Funds	445,079.18	434,343.69	57,496.80	452.05	491,388.44
044 Municipal Court	289,980.35	300,550.48	47,252.03	26,728.66	321,073.85
045 Homeland Security	23,192.08	116,439.49	11,251.91	11,251.91	116,439.49
046 Home-ARP Inv Trust Fund	0.00	0.00	1,643.68	1,643.68	0.00
047 Health Insurance Reserves	6,244,338.81	6,250,072.27	513.70	0.00	6,250,585.97
048 Wayfinding Commission	21,243.11	21,262.61	1.75	0.00	21,264.36
049 Live On The Levee	9,438.06	9,885.52	0.81	795.33	9,091.00
073 American Rescue Plan	0.00	17,916,304.45	5,997.98	0.00	17,922,302.43
080 Human Rights	176,793.29	176,793.29	0.00	0.00	176,793.29
081 Home Program	33,370.75	19,101.99	28,760.07	28,455.91	19,406.15
085 Firefighters Assistance Grant	77.08	77.08	0.00	0.00	77.08
088 SBA Riverfront Project Donation Account	9.18	9.18	0.00	0.00	9.18
088 SBA Riverfront Project Grant Account	10,167.71	10,167.71	0.00	0.00	10,167.71
090 Byrne Justice	2,166.67	0.00	0.00	0.00	0.00
091 Byrne Justice	0.00	0.00	17,833.30	17,833.30	0.00
093 Byrne Justice	0.00	0.00	34,229.51	34,229.51	0.00
095 Police Grants	145,421.46	261,147.11	36,115.52	7,115.52	290,147.11
096 Historic Preservation	13,370.00	251.77	0.00	0.00	251.77
099 Public Arts Grant	178,914.34	192,369.42	0.00	0.00	192,369.42
100 Sinking Fund	4,023,731.50	2,023,323.81	166.30	0.00	2,023,490.11
200 Infrastructure	153,533.10	153,674.07	12.63	0.00	153,686.70
214 Civic Center Capital Improvement	404,074.07	349,309.75	23.24	168,369.25	180,963.74
215 Municipal Auditorium Capital Improvement	168,538.62	243,477.06	20.01	0.00	243,497.07
220 General Maintenance	4,456,410.39	4,087,161.66	329.83	457,291.29	3,630,200.20
221 City Service Fee Capital Project	1,565,081.96	1,471,899.82	118.46	39,949.50	1,432,068.78
222 Facilities Maintenance	1,712,559.04	1,553,343.94	126.32	21,344.96	1,532,125.30
255 Ballpark Maintenance	78,263.89	90,894.95	7.47	0.00	90,902.42
402 Civic Center Revenue	245,637.16	158,386.20	837,877.52	877,605.70	118,658.02
406 Parking System Revenue	5,102,952.82	5,559,339.85	209,898.23	202,836.90	5,566,401.18
426 Parking Operation and Maintenance	2,316,626.60	2,805,331.37	230.03	21,846.50	2,783,714.90
427 Civic Center TIF Project	425,516.91	492,410.67	1,030.45	0.00	493,441.12
900 M - DENT	613,774.46	516,499.93	61,920.83	41,625.94	536,794.82
901 Pending Forfeiture	1,328,855.76	1,289,957.30	99.37	106,572.45	1,183,484.22
Working Cash Advance Fund	32,925.00	32,925.00	0.00	0.00	32,925.00
Total All Funds	97,088,578.28	119,057,018.40	17,780,692.20	11,010,475.41	125,827,235.19

1 **Bill No. 7959**

2 Introduced in Council

Passed by Council:

3 May 16, 2022

4 Introduced by:

Referred to:

5 Mary Beth Hoover

Planning, Streets and Traffic

6
7
8 **Bill No. 7959** - A Bill to update parking authorization along Court Street by prohibiting
9 parking along the westerly side of Court Street from Quarrier Street to Kanawha
10 Boulevard and on the easterly side of Court Street from Virginia Street to Quarrier
11 Street; and modifying existing and/or adding necessary traffic control devices and
12 amending the Traffic Control Map and Traffic Control File, established by the code of
13 the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
14 Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

16 Section 1. A Bill to prohibit parking along the westerly side of Court Street from Quarrier
17 Street to Kanawha Boulevard and on the easterly side of Court Street from Virginia
18 Street to Quarrier Street and modifying existing and/or adding necessary traffic control
19 devices.

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

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

Bill No. 7960

Introduced in Council:

May 16, 2022

Adopted by Council:

Introduced by:

**Bruce King, Chad Robinson,
Bobby Brown and Emmett Pepper**

Referred to:

Ordinance & Rules

Bill No. 7960 - A BILL to amend and reenact Sections 98-1, 98-3, 98-42, and 98-101 of the Municipal Code of the City of Charleston, all relating to creating a process for refuse related citations, including appealing and challenging the citation; clarifying that complaints may still be filed directly with the municipal court; creating a specific criminal penalty for unlawfully disposing of waste water; clarifying penalties for a violation of the solid waste chapter; and creating a new penalty for setting out bulk items for pickup as part of an eviction or otherwise earlier than 6:00 p.m. on the day preceding the regular refuse collection or after 7:00 a.m. on the day of collection.

WHEREAS, in order to protect the health and welfare of the public, the refuse department collects refuse and recycling throughout the City of Charleston; and

WHEREAS, Chapter 98 of the Municipal Code provides various ordinances for the collection and disposal of refuse; and

WHEREAS, refuse collection happens on certain collection dates set forth by the Refuse Department to facilitate refuse collection in certain zones of the City on specified dates for those zones; and

WHEREAS, from time to time the provisions of Chapter 98 are violated as to when refuse is set out, when collection bins are brought back in, the types of refuse set out, and the manner in which refuse is set out, among other things; and

WHEREAS, some of the more egregious violations are from property owners, landlords, or their agents that evict individuals and leave their remaining belongings on the sidewalk for pickup well in advance of the regularly scheduled pickup; and

WHEREAS, the City desires to create a more efficient citation and fine system for violations of Chapter 98 similar to that used for parking violations to deter violations and help defray the costs of additional pickups which must occur from time to time in order to alleviate potential health, safety, and welfare hazards which may arise from such violations.

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

That Sections 98-1, 98-3, 98-42, and 98-101 of the Municipal Code of the City of Charleston are hereby amended and reenacted, all to read as follows:

CHAPTER 98. – SOLID WASTE.

ARTICLE I. – IN GENERAL.

Sec. 98-1. – Notice of violation, refuse citations, appeals, and ~~to appear before municipal court process.~~

(a) A violation of this chapter may be brought upon the issuance of a refuse citation by the director of refuse collection, the assistant director of refuse collection or the refuse collection relief foreman who shall affix a refuse citation upon the dwelling or commercial establishment that is in violation of this Code, instructing the owner or occupant of such dwelling or commercial establishment as to the penalty and manner of paying the penalty for such violation, which refuse citation shall issue in the name of the city; shall advise the alleged violator of the nature of the offense or violation of this chapter, the date, time and location of the violation, and the section or sections of this chapter violated.

(b) Issuance of a refuse citation to an alleged violator of the provisions of this chapter shall be deemed to be prima facie evidence of the refuse and collection violation indicated on the face of the refuse citation. As such, any person who is issued a refuse citation must pay the fine indicated for the violation, as set forth in section 98-42 of this Code, in full to the city collector or on the city's online payment website within ten days of issuance; provided, however, that any person who feels he or she was improperly issued such refuse citation may, within the ten days from issuance, file a dispute with the director of public works. The director of public works shall review the dispute and make an independent determination regarding the refuse citation. The director of public works shall communicate the decision to the alleged violator and notify the alleged violator that her or she may appeal the decision to the municipal court within ten days in accordance with the following:

(1) Prior to filing any appeal of the decision of the director of public works, the alleged violator shall pay the required amount of the fine in full to the city collector or on the city's online payment website as bond pending evidentiary hearing before and resolution of the case by the municipal court. The city collector must issue a receipt to the alleged violator showing the amount of the bond paid. Thereafter, in order to properly and timely appeal the decision of the director of public works regarding his or her refuse citation, the alleged violator must file a copy of the bond receipt along with his or her appeal of the decision of the director of public works with the municipal court clerk within ten days of issuance of the decision of the director of public works as set forth above. If any appeal filed in accordance with this section is not timely filed or is not accompanied with the required receipt showing payment of the required bond, the alleged violator shall be deemed to have waived his or her right to contest the refuse citation, and such appeal shall be summarily denied as untimely filed; provided, however, that nothing set forth hereinabove shall prevent the municipal court judge from

finding upon proper showing that an alleged violator suffers from financial hardship, and, as a result, waiving the requirement that the bond be posted as a prerequisite to filing a timely appeal.

(2) Any appeal filed with the municipal court clerk must be in writing, on the form to be provided by the municipal court clerk, and must be signed by the alleged violator affirming that the contents of the appeal are true and accurate to the best of the alleged violator's knowledge at that time. Such appeal must state the facts and reasons in support of the alleged violator's position. Upon filing any such appeal with the municipal court clerk, the alleged violator must serve a copy of the appeal and receipt showing proof of bond upon the city attorney.

(3) Upon filing of an appeal of the director of public works' decision with the municipal court clerk, the clerk or his or her designee shall place the case on the municipal court docket, set the case for evidentiary hearing, and provide a notice of hearing to the alleged violator, city attorney, and director of public works. The municipal court clerk shall forward a copy of the appeal to the city attorney and the director of public works. Upon receipt of the appeal, the director of public works shall cause a copy of the refuse citation at issue to be forwarded to the municipal court clerk who shall file it as the original complaint alleging the violation indicated therein and forward a copy to the city attorney.

(4) The municipal court shall treat the refuse citation itself as the original complaint before the court and shall treat it as prima facie evidence of the refuse violation alleged therein. As such, the alleged violator will bear the burden of overcoming the prima facie case at the evidentiary hearing. At the close of all of the evidence, should the municipal judge find against the alleged violator, the bond posted by the alleged violator will be applied as payment for the fine indicated for the violation; however, should the court find in favor of the alleged violator, the bond shall be refunded to the alleged violator. The decision of the municipal court may be appealed to the circuit court of Kanawha County.

(c) In any instance in which an alleged violator does not timely pay within ten days of the issuance of a refuse citation upon him or her, or ten days after the decision of the director of public works, if applicable, the full amount of the fine and an additional late fee equal in amount to the original fine becomes immediately due. If the alleged violator properly and timely files an appeal along with the required bond, then the amount of the fine shall remain at the original amount pending the decision by the municipal court. Once a decision is final or an amount becomes due, the City may take any lawful action necessary to collect the amount due, including but not limited to filing a lien against the violator and instituting collection proceedings.

(d) In addition to any other the citation procedure prescribed by law above, for any violation of any provision of this chapter within the jurisdiction of the municipal court of the city, a violation may be brought before the municipal court upon the issuance of a notice by the director of refuse collection, the assistant director of refuse collection or

~~the refuse collection relief foreman, which notice shall issue by complaint of a police officer in the name of the city in the form and style required by chapter 38 of this code, which shall advise the alleged violator of the nature of the offense or violation of this chapter, the date, time and location of the violation, and the section or sections of this chapter violated. and to appear and answer before the municipal court at a time specified in the notice. Before the time specified in such notice to appear and answer, the person so cited may appear before the clerk of the municipal court or other municipal officer designated by the municipal judge and make answer to the violation set forth in the notice and pay the fine fixed by the municipal judge for such offense, or to the clerk or other officer so designated. Acceptance of the prescribed fine by the clerk or other officer shall be a complete satisfaction for the violation, and the clerk or other officer shall give the violator a receipt to that effect and pay the fine into the municipal court; provided, that any person so summoned to appear before the municipal court to answer a violation of any of the provisions of this chapter may deposit with the clerk of the municipal court or other officer designated by the municipal judge cash or other bond in an amount equal to the fine fixed by the municipal judge for such violation, conditioned for his appearance to answer such charge in court at the time specified by the clerk or other officer taking the bond. In case any person posting a bond for his appearance shall fail to appear at the time specified, such bond shall be forfeited by the court; and if such bond posted is cash, it shall be taken by the municipal court as satisfaction for the violation.~~

Sec. 98-3. – Prohibited discharges in watercourses, wells, similar places.

It shall be unlawful for any person to dispose of any waste matter of any kind, solid or liquid, in any river, creek or other watercourse or in any reservoir, lake, pond, pool, well, spring or cistern, or in any gutter or drain. Any person who violates this section shall, upon conviction, be fined not less than \$50.00 and not more than \$500.00. Each individual disposal and each day such violation is committed or permitted to continue shall constitute a separate offense.

ARTICLE II. – COLLECTION AND DISPOSAL.

DIVISION 1. – GENERALLY.

Sec. 98-42. – Violation and penalty.

Unless a more specific penalty is stated for the specific violation, any Any person violating the provisions of this article chapter or any regulation promulgated under this article chapter shall be subject to a fine of \$25.00, ~~plus court costs~~ for each violation. Any owner of a multifamily dwelling, four units or larger, violating this article or any regulation promulgated under this article, shall be subject to a fine up to \$100.00, ~~plus court costs~~ for each violation. Any commercial establishment violating this article, or any regulation promulgated under this article chapter, shall be subject to a fine of up to \$100.00, ~~plus court costs~~ for each violation.

ARTICLE II. – COLLECTION AND DISPOSAL.

DIVISION 3. – CURBSIDE COLLECTION.

Sec. 98-101. – Location and time for placement; disabled and infirmed residents.

(a) All refuse, yard (green) waste, bulky waste, and recyclables shall be placed for collection either at the curb or at a point not more than five feet from the curb on the collection day. In areas where there are no curbs, all such waste materials shall be placed not more than five feet back from the edge of the traveled road way. Except for the collection and removal of the materials under subsection (b) of this section, a municipal employee shall not collect or remove, at city expense, any refuse, yard (green) waste, bulky waste or recyclables from the premises of any person or tenant of such premises.

(b) The city manager may grant an exemption from the requirements of subsection (a) of this section to residences occupied by persons with physical limitations which prevent them from placing waste at the curb; however, such person shall submit a written application for such exemption and certify in the application that the residence is occupied by such persons. If any person making application for an exemption shall submit any false, erroneous or untrue information relative to the eligibility or qualifications of the applicant for such exemption, any such person supplying such false, erroneous or untrue information shall be subject to a penalty as provided in subsection (f) of this section.

(c) For the purpose of subsection (b) of this section, "physical limitation" shall mean any illness, injury, incapacity, or other physical disability which prevents such person from placing waste materials at the curb.

(d) All refuse, yard (green) waste, bulky waste and recyclables to be collected shall be secured in a manner consistent with section 98-47 of this code and shall not be placed for collection before 6:00 p.m. on the day preceding the collection day nor after ~~7:00 a.m.~~ refuse is picked up on the day of collection. ~~(e) If refuse and/or recyclables are stored in standard containers, said container shall not be placed by the curb or edge of the traveled road way as defined in subsection (a) of this section before 6:00 p.m. on the day preceding the collection day nor after 7:00 a.m.~~ refuse is picked up on the day of collection, and must be removed from said curb or edge of the traveled road way no later than 10:00 p.m. on the day of collection.

(e) A property owner, landlord, or agent of an owner or landlord may not set items out for refuse collection as part of an eviction or other bulk disposal of items any earlier than 6:00 p.m. on the day preceding the collection day nor after refuse is picked up on the day of collection. A commercial property owner, landlord, or agent of an owner or landlord that does not have an account with the city for refuse collection may not place items out for refuse collection by the city and any such person with a contract for collection by a private hauler may not leave refuse on the public rights of way in a manner that is not secured in a dumpster designated by the private hauler.

(f) Any person violating the provisions of this section or any regulation promulgated under this section shall be subject to ~~a fine of \$25.00 plus court costs~~ the penalties contained in section 98-42 of this code for each violation and may be charged in a manner consistent with section 98-1 of this code. Any owner, landlord, or agent of an owner or landlord, ~~of a multi-family rental dwelling with four or more units~~ violating subsection (e) of this section or any other regulation promulgated under this section shall be subject to a fine ~~of \$500.00 up to \$100.00 plus court costs~~ for each violation and may be charged in a manner consistent with section 98-1 of this code.