

CHARLESTON CITY COUNCIL

Regular Meeting

November 21, 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 11-21-2022

PROCLAMATIONS

1. 11-21-2022

COMMUNICATIONS

1. 11-21-2022

MISCELLENIOUS RESOLUTIONS

1. Resolution No. 736-22 - To certify the results as reflected by the attached Report and Certificate of Results as the official and correct returns and true results of the General Election held for the City of Charleston on the 8th day of November, 2022.

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 737-22 – Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with Hooten Equipment Company for the purchase and installation of a walk-in cooler, where the contract price was determined through a competitive bidding process.
2. Resolution No. 738-22 - The Mayor or City Manager is authorized to utilize both existing and subsequently-state-approved competitively sourced statewide contracts for the purchase of fuel for the City's various departments.
3. Resolution No. 739-22 - Authorizing the Mayor or City Manager to enter into a contract with Galls LLC for the purchase of body armor for the Charleston Police Department.
4. Resolution No. 740-22 - Authorizing the Mayor or City Manager to enter into a contract with Motorola Solutions for the provision of 180 police body-worn cameras.
5. Resolution No. 741-22 - Authorizing the Mayor or City Manager to enter into a contract with RK Construction, Inc. to construct pile and lagging wall installations along Staunton Road, Southpointe Drive, and Woodbine Avenue.
6. Resolution No. 742-22 - Authorizing the Mayor or City Manager to enter into a contract with ZMM Architects & Engineers for the provision of design engineering and construction management services to replace the roof of the Public Works Department weld shop.

REPORTS OF OFFICERS

1. 11-21-2022

NEW BILLS

1. 11-21-2022

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE DECEMBER 5, 2022 AT 7:00 PM.

***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,

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

That this affiant resides at: 1320 Smith St. Charleston WV 25301

Telephone Number: 304-344-2421

and that on the 27th day of September, 2021/2022 at approximately 10:00 am/pm
in the City of Charleston, West Virginia, he/she sustained

Vehicle Damage (photos attached)

Nature Of Injury And/Or Damage

As A Result Of:

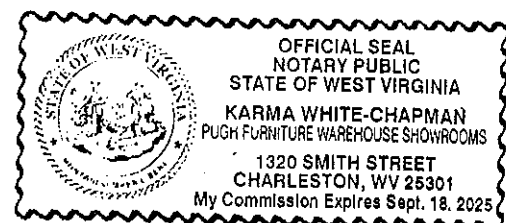
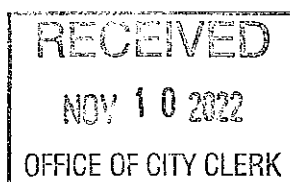
Basketball hoop being installed on City right away
on 43rd Street SE (between Virginia Ave & Kanawha Ave)
(photos attached)

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

Elizabeth Ogilvie
Signature of Claimant

Taken, subscribed and sworn to before me this 29 day of September, 2022.
My commission expires September 18, 2025.

Karma White-Chapman
Notary Public



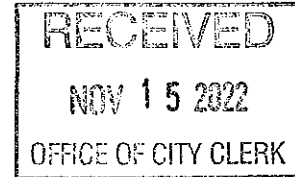


Phoenix Loss Control
P.O. Box 271504
Littleton, CO 80127

November 08, 2022

This is the FINAL notice on this matter. Please respond within 10 days otherwise this matter will be referred to outside counsel.

City of Charleston - City Clerk
Accts. Payable.
501 Virginia St. E.
Charleston, WV 25301



[REDACTED]

Date of Damage on/about: 9/15/2022 8:00:00 AM

Location of Damage at/near: 401 Woodbridge Drive Hunting Hills Drive Charleston, WV 25311

[REDACTED]

Our company is handling the recovery interests of SUDDENLINK. You, your company, or your subcontractor damaged Suddenlink facilities while at the above location, discovered on/about 9/15/2022 10:00:00 AM.

[REDACTED]

[REDACTED]

*. Please email Shirley Kermes at shirley_kermes@phoenixlosscontrol.com for additional documentation.

Based on the information provided by the client, we have found you to be liable for this damage to Suddenlink facilities. Please forward any information that may dispute our findings, or payment in full, within 15 days of receipt of this correspondence.

If you are insured, you may consider turning this matter over to your insurance carrier, otherwise payment is due within 15 days of this letter and invoice. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Spanish Speakers ONLY - Si desea hablar con alguien en español llame al 305-868-6734.

Please reference our claim number at the top of your check. If you have questions or require additional information, please contact me at the number listed below during normal business hours.

Sincerely,

Shirley Kermes
Claims Manager, Phoenix Loss Control, Inc.
Phone: 507-377-6160
Email: shirley_kermes@phoenixlosscontrol.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,

JANET L THOMPSON, Claimant,

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

That this affiant resides at: 1326 ELMWOOD AVENUE CHARLESTON WV 25301

Telephone Number: 304-881-7088

and that on the FIRST QUARTER day of 2021/2022 at approximately am/pm
in the City of Charleston, West Virginia, he/she sustained

\$24,000.00 +/- BUILDING LOSS

Nature Of Injury And/Or Damage

As A Result Of:

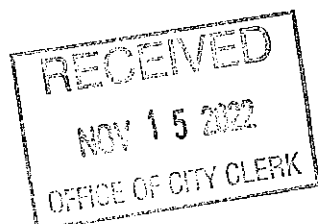
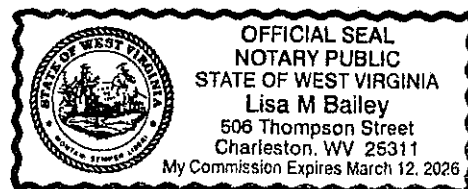
ILLEGAL BUILDING DEMOLITIONS; 710 THOMPSON STREET AND 1504 CHANDLER DRIVE CHARLESTON WV; NO DUE PROCESS

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

JLT
Signature of Claimant

Taken, subscribed and sworn to before me this 14th day of NOVEMBER, 2022.
My commission expires March 12, 2026.

Lisa M Bailey
Notary Public



Resolution No. 736-22

Introduced in Council
November 21, 2022

Adopted by Council

Introduced by:
Joseph Jenkins

Resolution No. 736-22 – A Resolution to certify the results as reflected by the attached Report and Certificate of Results as the official and correct returns and true results of the General Election held for the City of Charleston on the 8th day of November, two thousand and twenty-two.

WHEREAS, the Board of Canvassers of the County of Kanawha, State of West Virginia, having carefully and impartially examined the returns of the General Election held in said county, in each district thereof, on the 14th day of November, 2022, do certify that the Report and Certificate of Results, attached hereto, as the official and correct returns and true results of the General Election.

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

"That the Council of the City of Charleston hereby adopts the Certificate of Results as reflected by the attached Report and Certificate of Results as the official and correct returns and true results of the General Election held for the City of Charleston on the 8th day of November, two thousand and twenty-two."

Resolution No. 737-22

Introduced in Council:

Adopted by Council:

November 21, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 737-22 - Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with Hooten Equipment Company in the amount of \$34,198.00 for the purchase and installation of a walk-in cooler, where the contract price was determined through a competitive bidding process.

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

That the General Manager of the Charleston Coliseum & Convention Center is authorized to enter into a contract with Hooten Equipment Company in the amount of \$34,198.00 for the purchase and installation of a walk-in cooler, where the contract price was determined through a competitive bidding process.

		Hooten Equipment Company	
Item	Quantity	Price	Extension
Coliseum Concourse Walk-In Cooler	1.00	\$26,506.00	
Delivery and Installation	1.00	\$7,692.00	
2 Items	Totals		
			\$34,198.00

Resolution No. 738-22

Introduced in Council:

Adopted by Council:

November 21, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 738-22 - Whereas, the City's Purchasing Director publicly solicited bids for the
2 provision of E-10 gasoline and diesel fuel for a contract period not to exceed 2 years; and

3
4 Whereas, the City's specifications indicated a preference for firm fixed pricing, with adjustable
5 OPIS-based pricing an allowable alternative bidding option; and

6
7 Whereas, the Purchasing Director conducted a bid letting on November 15, 2022, during which
8 the City received a single bid; and

9
10 Whereas, the lone bidder, which is the City's current fuel vendor, rejected the City's preference
11 for firm fixed pricing and offered \$0.30 per gallon over OPIS prices; and

12
13 Whereas, the bidder's price is 87.5% higher than the current statewide fuel contract following
14 the same OPIS price-plus arrangement; and

15
16 Whereas, the City Manager confirmed that the fuel vendors listed on the statewide contract
17 will honor its stated prices for the City of Charleston; and

18
19 Whereas, the statewide contract vendors are able and willing to supply the City with fuel
20 meeting required specifications; and

21
22 Whereas, the City Manager has rejected the bid supplied by the lone bidder.

23
24 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

25
26 The Mayor or City Manager is authorized to utilize both existing and subsequently-state-
27 approved competitively sourced statewide contracts for the purchase of fuel for the City's
28 various departments; provided, however, that the City Manager is directed to continually
29 monitor market fuel prices and recommend alternative contractual arrangements to the City
30 Council's Finance Committee when he or she determines market changes warrant revisiting the
31 matter.

Resolution No. 739-22

Introduced in Council:

Adopted by Council:

November 21, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 739-22 - Authorizing the Mayor or City Manager to enter into a contract with Galls LLC in the amount of \$32,400 for the purchase of body armor for 9 new CPD officers and to replace 31 sets of armor for existing CPD officers, where the price was determined through a competitively sourced state-wide contract.

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

That the Mayor or City Manager is authorized to enter into a contract with Galls LLC in the amount of \$32,400 for the purchase of body armor for 9 new CPD officers and to replace 31 sets of armor for existing CPD officers, where the price was determined through a competitively sourced state-wide contract.



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

CITY OF CHARLESTON
Purchase Request

Date: 11/14/2022

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: _____

Body armor for 9 new hires and 31 replacements for existing officers.

Purchase justification: Body armor vests are part of the CPD's uniform. They are purchased when officers are hired and replaced every 5 years when the warranty expires. Galls is one of the vendors that measures each officer for proper fit and one of the options given to officers. Purchasing through State Contract.

If approved, the total purchase price will be: \$32,400

(Check One)

- ☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).
- ☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

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

- | | | | |
|----|-------|-----------------|--------|
| 1. | Galls | Price Quote: \$ | 32,400 |
| 2. | | Price Quote: \$ | |
| 3. | | Price Quote: \$ | |
| 4. | | Price Quote: \$ | |
| 5. | | Price Quote: \$ | |

The apparent low-bid vendor *meeting specifications* is: Galls

AND

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

OR

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

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

ITEM A (For Sole Source Procurements ONLY)

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

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

(Name & Phone Number)

REQUESTOR'S DECLARATION

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

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

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

L.F.

Request Submitted By: Lisa Fisher for CPD Department: City Manager's Office

Is this purchase being paid with grant funds? ☐ Yes ☒ No

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: 001-700-00-000-3-345 Budgeted

City Manager Approval: _____ Date: _____

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 12 Oct 22 Purchase Order #: _____

Vendor: Galls Phone: 1 800 876 4242 x2176

Contact: Kath Wallace Fax: 1 877 914 2557

Address: 2680 Palumbo Drive, Lexington Ky, 40509-1000
 (Street City State Zip)

Quantity	Description	Unit Price	Total Price
4	Body Armor	\$840.00	\$3402.00
TOTAL			\$3402.00

Requested by: Kim West Date: 12 Oct 22

Purpose of Request: Body Armor for new five year replacements (64) and new hires (8)

Division Commander: [Signature] Date: 10/12/22
☐ Denied ☒ Approved

Bureau Commander: Cpt. Juan D. [Signature] Date: 10/12/22
☐ Denied ☒ Approved

Chief of Police: [Signature] Date: 10/12/22
☐ Denied ☒ Approved

Budget Officer: _____ Date: _____
☐ Denied ☐ Approved

Council Action Date: _____ Account: 3345

**CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.**

Order Date:

Order Number:	AMA 0608 0608 DCR2200000024 1	Procurement Folder:	958153
Document Name:	Galls LLC	Reason for Modification:	
Document Description:	Tactical Items & Clothing		
Procurement Type:	Agency Master Agreement		
Buyer Name:	Herbert Mickey Skeens		
Telephone:	(304) 558-2350		
Email:	herbert.m.skeens@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-02-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-01-31

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000111991				Requester Name: Herbert Mickey Skeens	
GALLS LLC				Requestor Phone: (304) 558-2350	
1340 RUSSELL CAVE RD				Requestor Email: herbert.m.skeens@wv.gov	
LEXINGTON		KY	40505		
US					
Vendor Contact Phone: 999-999-9999		Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
No City WV 99999	No City WV 99999
US	US

Total Order Amount:	Open End
----------------------------	-----------------

Approved as to form prior to acknowledgment

this 12/2 day of Dec., 2021

Patrick Morrissey, Attorney General

By:

DEPARTMENT AUTHORIZED SIGNATURE _____
DATE: 12/29/21
ELECTRONIC SIGNATURE ON FILE

Exhibit A - Pricing Page
Tactical Items & Clothing
ARFQ 0608 DCR2200000059

Discount Percentage Category Section			Discount Percentage	
Category	Catalog Item Section			
3.1.1	Eligible Items # 1 - Uniforms		18.00%	
3.1.2	Eligible Items #2 - Casual Clothing		18.00%	
3.1.3	Eligible Items #3 - Tactical Clothing		18.00%	
3.1.4	Eligible Items #4 - Body Armor		18.00%	
3.1.5	Eligible Items #5 - Body Armor		18.00%	
3.1.6	Eligible Items #6 - Body Armor		18.00%	
3.1.7	Eligible Items #7 - Body Armor		18.00%	
3.1.8	Eligible Items #8 - Body Armor		18.00%	
3.1.9	Eligible Items #9 - Badges		25.00%	
3.1.10	Eligible Items #10 - Badges		25.00%	
Please enter your discount percentage for each Catalog Item Section here.				
Pricing Page Eligible Item Description - All references to brand names are for illustration purposes only and vendor may bid the brand listed or an equal product.			Discounted Unit Price Calculation	Bid Total Calculation



Revenue Tracking System

Main Menu \ Account/Contractor Status Inquiry

Basic Account Information

Account ID # 22978
Account Name: GALLS LLC
DBA:
Status: ACTIVE
Date Entered RTS: 04/29/2010
Location Code: OUTSIDE
Phone Number: (800) 876-4242
Contact Name: SHILOH JOHNSON

Business and Occupation Active:
Business License Active: No
City Services Fee Active: No
Status Date: 08/10/2018
Date Start: 01/01/2004
SIC: 8999
Cell Number:

Account Physical Address

Attention To:
Address 1: 1340 RUSSELL CAVE ROAD
Address 2:
City, State: LEXINGTON, KY 40505

Account Mailing Address

Address Type: Account Physical Address

Lookup Results :

Trace Number: 63794

Results: The Account is allowed to have transactions

[RETURN TO INQUIRE](#)

Logged in user: Fisher, Lisa

Monday, October 11, 2010

Logout

INTEROFFICE MEMORANDUM

TO: JONATHAN STORAGE, ANDY WOOD, JAMIE BOWLES
FROM: SHANA O'BRIEN
SUBJECT: CPD BODY ARMOR
DATE: 9/30/20

The Charleston Police Department (CPD) invited the two biggest providers of bulletproof vests, Safariland and Point Blank to the shooting range used by the department and asked the vendors to bring a vest(s) to test. Galls is the vendor who sells the Point Blank vests and Vance Law Enforcement sells Safariland. CPD doesn't know if there are other vendors that sell these vests in our area or not as these are the vendors the department uses.

Point Blank brought two vests to the shoot (AXBIIIA a level 3 and AXBIIA a level 2) and both vests had two carriers. Safariland provided one vest for the shoot (Safariland IIA a level 2) which had two carriers. Normally once these vests are ordered it takes 90-120 days for the CPD to receive these vests. Both vendors understand the CPD can't wait that long when new officers are hired so they agreed to a 30-45 days turnaround on new hire vests.

The following vests were considered by the CPD:

Point Blank

AXBIIIA with 2 carriers	\$810 (Vendor's top of the line vest-used in shoot)
AXBIIIA with 1 carrier	\$775.00
AXIIIA with 2 carriers	* \$775.00 (current vest used by the CPD)
AXIIA with 2 carriers and 5 x 8 speed plate	\$740.00 (vest used in shoot)

Safariland

Safariland IIA with 1 carrier	\$653.00
Safariland IIA with 2 carriers (and 5" x 8" plate)	\$721.96 (vest used in shoot)

While level 2 and level 3 vest were tested, Captain Mike Chapman said all provided the same protection from the bullets. The difference is the level 3 vests have less back face (amount of push into the officer's body when a round hits the vest). So, if the level 3 is worn there would be

less bruising to the officer if hit by a bullet. The Safariland IIA is lighter and more comfortable than the Point Blank AXBIIIA. The department would like to give officers the choice between the AXBIIIA (\$810 each) and the Safariland IIA (\$721.96). Both options would include two carriers as the department wants each officer to have a back-up carrier due to the wear and tear on these carriers. It is my understanding the new hires would mostly be wearing the level 3 vest (AXBIIIA).

The budget is set for 10 new hire vests and 28 replacement vests. The price the department was paying for the vest was \$740 and it was from a WV State contract. That vest price has increased to \$775 and there is not a current WV State contract for bulletproof vests as it expired in the spring of 2020. Below is breakdown on the budgeted vests as well as what has been submitted and attached with this request and what the CPD buyer sees coming for the some of the other replacement vests.

NEW HIRE (10 TOTAL BUDGETED)/\$7,400:

8 vests @ \$810 = \$6,480---in this request

2 vests @ \$810 = \$1,620 (assumes 2 more officers will be hired and vests will be ordered in FY21)

TOTAL INCLUDING THE PROJECTIONS: \$8,100

REPLACEMENTS (28 TOTAL BUDGETED/\$20,720.00:

8 vests @ \$810 = \$6,480.00---in this request

11 vests @ \$721.96 = \$7,937.60---still putting this together but this is the projection

2 vests @ \$721.96 = \$1,443.20---still putting this together but this is the projection

7 vests @ \$810 = \$5,670---assuming remaining officers will choose more expensive vest

TOTAL INCLUDING THE PROJECTIONS: \$21,530.80

The total with the higher cost projections would be \$29,630.80 which is \$1,510.80 higher than the amount budgeted in the uniform expense account for these components. I don't expect this to happen because I don't think the CPD will be able to get two more officers through hired, in the academy and far enough along in the academy to order the vest before this fiscal year ends.

As we have discussed in the past, all officers are measured by the vendor's representative in our jurisdiction. This task makes the company liable for B & O tax. Therefore, CPD has had trouble obtaining other vendors. A few years ago they did have a vendor out of NC but when they became liable for B & O tax they decided it wasn't worth it to continue to do business in Charleston. These are the only two companies that seem to be willing to come into the city and pay the B & O tax. Should you decide to accept CPD's request the FY22 budget will be built to allow for the pricing change.



Revenue Tr@cking System

Main Menu \ Account/Contractor Status Inquiry

Basic Account Information

Account ID #: 22978
Account Name: GALLS LLC
DBA:
Status: ACTIVE
Date Entered RTS: 04/29/2010
Location Code: OUTSIDE
Phone Number: (800) 876-4242
Contact Name: SHILOH JOHNSON

Business and Occupation Active:
Business License Active: No
City Services Fee Active: No
Status Date: 08/10/2018
Date Start: 01/01/2004
SIC: 8999
Cell Number:

Account Physical Address

Attention To:
Address 1: 1340 RUSSELL CAVE ROAD
Address 2:
City, State: LEXINGTON, KY 40505

Account Mailing Address

Address Type: Account Physical Address

Lookup Results :

Trace Number: 63911

Results: The Account is allowed to have transactions

[RETURN TO INQUIRE](#)

logged in User Fisher, Lisa

Wednesday, October 12, 2011

Logout

Resolution No. 740-22

Introduced in Council:

Adopted by Council:

November 21, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 740-22 - Authorizing the Mayor or City Manager to enter into a contract with Motorola Solutions in an amount not to exceed \$652,515.00 over a five-year period for the provision of 180 police body-worn cameras.

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

That the Mayor or City Manager is authorized to enter into a contract with Motorola Solutions in an amount not to exceed \$652,515.00 over a five-year period for the provision of 180 police body-worn cameras, where the five-year cost will be subsidized, in part, with a \$180,000 federal grant; the contracted services include redaction, transcription, and unlimited cloud data storage; the equipment and software included in the service contract are compatible with existing CPD technology systems and equipment; and all 180 cameras will be replaced in the third year of the contract at no additional cost.



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

CITY OF CHARLESTON
Purchase Request

Date: 11/14/22

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: 180 V300
body-worn cameras, charging docks, unlimited
cloud storage, redaction, transcription and capture software

Purchase justification: Provide updated wearable camera
technology to all CPD officers

If approved, the total purchase price will be: \$652,515.00

(Check One)

- ☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).
- ☒ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

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

- | | | | |
|----|---------------------------|-----------------|-------------------|
| 1. | Motorola Solutions | Price Quote: \$ | 652,515.00 |
| 2. | | Price Quote: \$ | |
| 3. | | Price Quote: \$ | |
| 4. | | Price Quote: \$ | |
| 5. | | Price Quote: \$ | |

The apparent low-bid vendor *meeting specifications* is: Motorola Solutions

AND

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

OR



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

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

ITEM A (For Sole Source Procurements ONLY)

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

CPD is replacing every body-worn camera for their officers, however the technology has to continue to interface with the WatchGuard/Motorola in-car cameras currently installed in the police vehicles.

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

(Name & Phone Number) Sergeant Greg Lucas, 304-348-6873

REQUESTOR'S DECLARATION

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

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

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

Request Submitted By: Melissa Taylor Department: CMO

Is this purchase being paid with grant funds? ☒ Yes ☐ No

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: 090-000-22-000-3-341 DOJ BWC and General Fund

City Manager Approval: _____ Date: _____

Shipping Address:
CHARLESTON POLICE
DEPARTMENT
501 VIRGINIA ST E
CHARLESTON, WV 25301
US

Quote Date:10/21/2022
Expiration Date:01/19/2023
Quote Created By:
Tom Boyer
Tom.Boyer@
motorolasolutions.com

End Customer:
CHARLESTON POLICE DEPARTMENT
Greg Lucas
gregory.lucas@charlestonwvpolice.org
304-348-6472

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$49 PER MON)	180	5 YEAR	\$2,940.00	\$2,940.00	\$529,200.00	
2	AAS-BWC-XFS-DOC	TRANSFER STATION (8 BAY) - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	3	5 YEAR	\$1,800.00	\$1,800.00	\$5,400.00	
3	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	180	5 YEAR	Included	Included	Included	
4	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS*	180	5 YEAR	Included	Included	Included	



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
5	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	180		Included	Included	Included	3 YEAR
6	WAR-300-CAM-NOF	V300 NO FAULT WRRANTY	180	5 YEAR	Included	Included	Included	
7	BW-AAS-V3-TS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	4		Included	Included	Included	
	CommandCentral Evidence							
8	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	\$0.00	
9	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	1	5 YEAR	\$0.00	\$0.00	\$0.00	
10	SSV00S02601A	COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	\$2,340.00	\$0.00	\$0.00	
11	SSV00S02604A	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	Included	
12	SSV00S02605A	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	Included	
13	SSV00S02606A	OPTIMIZED DIGITAL EVIDENCE*	1	5 YEAR	\$0.00	\$0.00	\$0.00	
14	SSV00S02785A	UNLIMITED CAR STORAGE*	35	5 YEAR	\$3,120.00	\$3,120.00	\$109,200.00	
15	SSV00S02782A	COMMUNITY INTERACTION TOOL*	1	5 YEAR	\$0.00	\$0.00	\$0.00	
16	WGW00122-400	ON-SITE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$6,250.00	\$5,000.00	\$5,000.00	
17	VIS-300-VEH-002	V300, WIFI DOCK, D330 VHCL CHGR/UPLD KIT	35		\$368.75	\$249.00	\$8,715.00	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
18	VIS-300-BAT-RMV	V300, BATT, 3.8V, 4180MAH	60		\$123.75	\$99.00	\$5,940.00	
19	Incentive	Incentive to Purchase in November- 2022 Expiration Date: 11/30/2022	1		-\$10,940.00	-\$10,940.00	-\$10,940.00	

Grand Total **\$652,515.00(USD)**

Pricing Metric :

Price is indicative of the following -
of Named Users for CommandCentral Evidence - 1

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$155,809.25	\$137,475.00
Year 2 Subscription Fee	\$129,228.00	\$128,760.00
Year 3 Subscription Fee	\$129,228.00	\$128,760.00
Year 4 Subscription Fee	\$129,228.00	\$128,760.00
Year 5 Subscription Fee	\$129,228.00	\$128,760.00
Grand Total System Price	\$672,721.25	\$652,515.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per-device charge, billed quarterly.



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V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

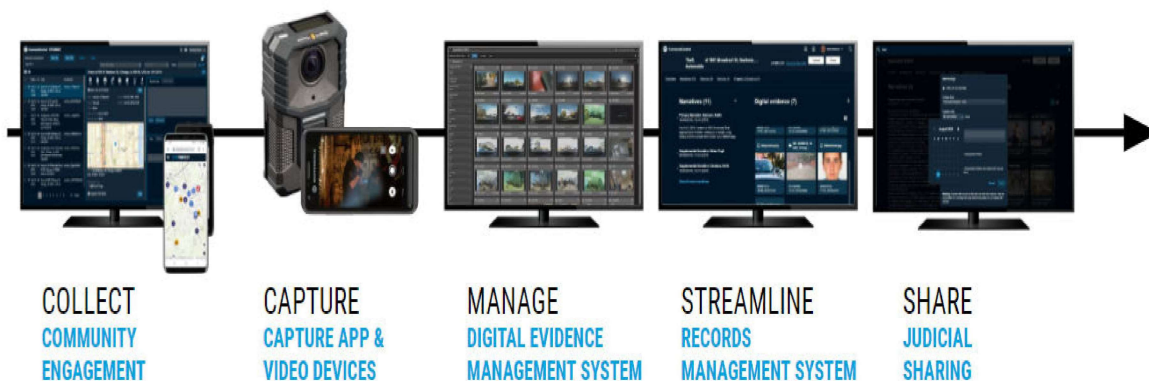
OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.

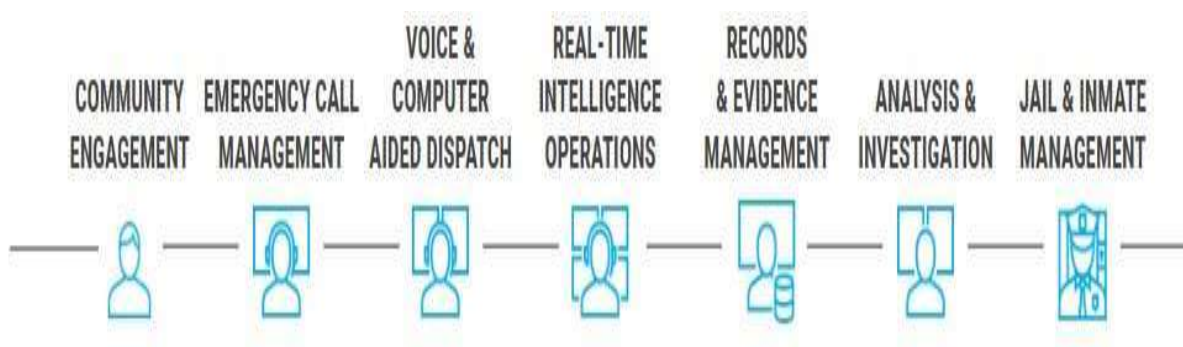


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THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.

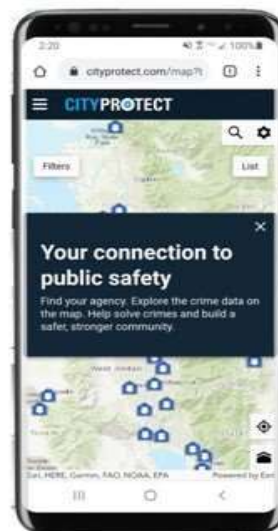


The CommandCentral End-to-End Platform

Community Interaction Tools

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.



AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

PUBLIC SUBMISSIONS

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

DIGITAL EVIDENCE COLLECTION

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

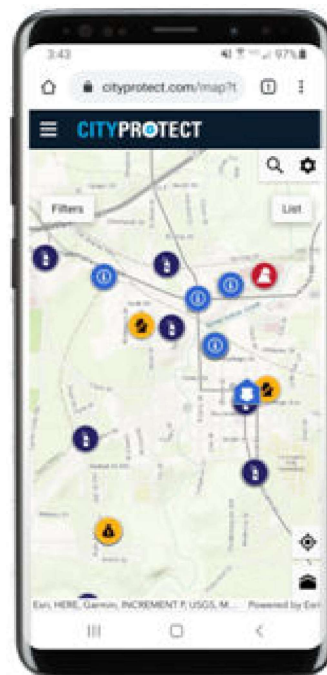
CRIME MAP

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.



FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

DIGITAL EVIDENCE MANAGEMENT



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CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

STORE AND MANAGE

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

INTERFACE SERVER REQUIREMENTS

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.



COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.



Completion Criteria

Community Interaction Tool subscription enabled.

RECORDS MANAGEMENT

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.

Customer Responsibilities

- Provision all required custom Offence Codes using the CommandCentral user interface.

Completion Criteria

Records Management enabled and offence codes provisioned.

DIGITAL EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

Customer Responsibilities

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

Completion Criteria

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.



FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

Motorola Solutions Responsibilities

- None.

Customer Responsibilities

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

Completion Criteria

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

Motorola Solutions Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

Customer Responsibilities

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.

Motorola Solutions Deliverables

Contracted Interface(s).

Completion Criteria

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

TRAINING

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
 - Adding and maintaining users.
 - Adding and maintaining Groups.
 - Assign courses and Learning Paths.
 - Running reports.

Customer Responsibilities

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.



Panorama – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

Customer Responsibilities

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

Motorola Solutions Deliverables

- Classroom Training Materials, Attendance Rosters.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.





Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation is complete.



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



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Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



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- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



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- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



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- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



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Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



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- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

ON-SITE SOFTWARE INSTALLATION

Client software will be installed on one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Total of training overview sessions shall not exceed 4 hours.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Attend onsite deployment training sufficient to enable user proficiency.
- Complete online training.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Provide installation guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities



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- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.



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- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

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- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



Resolution No. 741-22

Introduced in Council:

Adopted by Council:

November 21, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 741-22 - Authorizing the Mayor or City Manager to enter into a contract with RK Construction, Inc. in the amount of \$375,133.41 to construct pile and lagging wall installations along Staunton Road, Southpointe Drive, and Woodbine Avenue, where the contract price was determined through a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a contract with RK Construction, Inc. in the amount of \$375,133.41 to construct pile and lagging wall installations along Staunton Road, Southpointe Drive, and Woodbine Avenue, where the contract price was determined through a competitive bidding process.

		RK Construction, Inc		Thaxton Construction		GeoStabilization International		Rock Forge Bridge Company	
Item	Quantity	Price	Extension	Price	Extension	Price	Extension	Price	Extension
BID AND PROPOSAL FORM (2 OF 3)									
Item 3.01 – Mobilization (5% Max.) - LS	1.00	\$14,773.66	\$14,773.66	\$20,000.00	\$20,000.00	Alt Spec		\$40,875.00	\$40,875.00
Item 3.02 – Predrilled Soldier Piles HP10x42 -	700.00	\$107.24	\$75,068.00	\$125.00	\$87,500.00		"	\$160.00	\$112,000.00
Item 3.03 – Predrilled Soldier Piles HP12x53 -	400.00	\$222.45	\$88,980.00	\$135.00	\$54,000.00		"	\$200.00	\$80,000.00
Item 3.04 – Predrilled Soldier Piles HP14x73 -	850.00	\$134.73	\$114,520.50	\$175.00	\$148,750.00		"	\$180.00	\$153,000.00
Item 3.05 – HP6x28 Steel Wale - LF	300.00	\$37.96	\$11,388.00	\$100.00	\$30,000.00		"	\$265.00	\$79,500.00
Item 3.06- 8x24x45 inch Lagging - EA	75.00	\$228.93	\$17,169.75	\$180.00	\$13,500.00		"	\$1,250.00	\$93,750.00
Item 3.07- 8x24x69 inch Lagging - EA	160.00	\$235.05	\$37,608.00	\$300.00	\$48,000.00		"	\$1,375.00	\$220,000.00
Item 3.08- Rock Buttress - CY	150.00	\$104.17	\$15,625.50	\$150.00	\$22,500.00		"	\$215.00	\$32,250.00
Item 3.09- Allowances - 1	1.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00		"	\$5,000.00	\$5,000.00
9 Items	Totals		\$375,133.41		\$429,250.00		\$515,045.00		\$816,375.00

***GeoStabilization International
bid a completely alternate project
scope- for this reason we have
provided the total project cost
only***

Local Vendor Preference	\$5,000 (\$370,133.41)	\$5,000 (\$424,250.00)	Did Not Apply	Did Not Apply
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Resolution No. 742-22

Introduced in Council:

Adopted by Council:

November 21, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 742-22 - Authorizing the Mayor or City Manager to enter into a contract with ZMM Architects & Engineers in the amount of \$41,800 for the provision of design engineering and construction management services to replace the roof of the Public Works Department weld shop.

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

That the Mayor or City Manager is authorized to enter into a contract with ZMM Architects & Engineers in the amount of \$41,800 for the provision of design engineering and construction management services to replace the roof of the Public Works Department weld shop.

November 8, 2022

Mr. Jonathan T. Storage, Esq., City Manager
Ms. Jessica Wintz-Adams, Assistant to the City Manager
City of Charleston
501 Virginia Street, East
Charleston, West Virginia 25301



RE: Proposal to Provide Architecture and Engineering Design, Bidding, and Construction Phase Services for a New Roof for the Welding Building at the City of Charleston Public Works Complex – 1100 B Pennsylvania Avenue

Mr. Storage and Ms. Wintz-Adams:

Thank you for providing ZMM Architects and Engineers the opportunity to assist the City of Charleston with the Roof Structure and Roof Replacement project for the welding shop located at the City of Charleston Public Works Complex at 1100 B Pennsylvania Avenue in Charleston. During a visit to the site on Friday, October 28, 2022, ZMM was advised that there was water damage from a roof leak in the welding shop area. Upon inspection it was observed that the welding shop did have water damage, but the drywall was also significantly damaged throughout the room, which raised additional concerns. The roof framing was visible in an adjacent tire storage room and the roof joists appeared undersized. One of ZMM's structural engineers visited the site and confirmed that the entire roof structure for the welding shop, located adjacent to the Public Works Garage, is undersized (by a significant amount). As constructed it can only carry approximately 25% (10 PSF) of the load required by code (40 PSF), and that does not consider the impact load that occurs during snow removal from the interstate located above the building.

Based upon the structural concerns identified by ZMM, the City of Charleston implemented immediate (temporary) improvements to protect the safety of building occupants. ZMM is providing the attached proposal to provide design, bidding, and construction phase services to replace the roof structure and roofing for the building. The scope of ZMM's effort will include building investigative services, building design services, bidding assistance, and construction phase services. The building investigative services will be limited to a thorough investigation by an architect and structural engineer, as well as documentation of the existing conditions and planning for the proposed improvements. ZMM's design services will include architecture and structural engineering design for the roof structure and roofing replacement. Incidental electrical engineering services may be required to temporarily remove and reinstall any lights attached to the roof structure.

During the bidding phase ZMM will coordinate the bidding and contractor selection process with the City of Charleston. All bidding and contractor selection requirements that are included with the bidding documents will be coordinated with the requirements of the city. This work will include the production of an advertisement for bids, a mandatory pre-bid meeting for interested contractors, the issuance of any required clarification (addenda) throughout the bid process, and the bid opening. Standard construction phase services are outlined in the contract, and include:

- Regularly attend construction progress meetings.
- Review and respond to shop drawings and submittals.
- Respond to RFI's generated during construction.
- Review and respond to change orders as needed.
- Participate as needed in weekly progress update conference with Owner.
- Make site visits to review construction progress and generate an inspection report for each visit.
- Assist with developing a punch-list of remaining work.
- Complete a substantial and final completion inspection.
- Assist as needed with warranty and the project closeout process.

Fee Proposal

ZMM proposes to provide building investigative, design, bidding assistance, and construction phase services for the project for a stipulated sum of forty-one thousand eight hundred thousand dollars (\$41,800.00), based upon the following breakdown:

Building Investigative/As-Built Drawings	\$ 6,800.00
Architectural and Structural Design	\$20,400.00
Bidding Assistance	\$ 6,800.00
Construction Phase Services	\$ 7,800.00
Total	\$41,800.00

Exclusions

This proposal excludes any hazardous material assessment or material testing that would be required. ZMM can coordinate testing, which would be billed directly to the owner with no markup.

Schedule

ZMM anticipates a thirty (30) day duration to provide the building investigative and design services identified above.

Thank you for providing ZMM with the opportunity to assist the City of Charleston with this roof structure and roofing replacement project. Please let me know if you have any questions or concerns or require any modifications to ZMM's proposal. If you find this proposal acceptable, please sign and return a copy to my attention.

Respectfully submitted,

ZMM Architects and Engineers



Adam R. Krason, AIA, NCARB, LEED-AP
Principal

Approved by: Mr. Jonathan Storage, Esq.

Date



ZMM, Inc. is an Architectural and Engineering firm, located and registered as a domestic corporation in the State of West Virginia, whose office is located at 222 Lee Street West, Charleston, WV 25302.

WORK TO BE PERFORMED

ZMM, Inc. will perform the professional services described in the Scope of Services, as outlined in the contract, to the satisfaction of our client, with the standard of professional care and skill consistent with locally accepted standards. The Architect shall assist the owner in determining which consulting services, if any, will be required for the project.

DEFINITIONS

- A. Agreement – The term Agreement shall refer to the Contract, whether in contract or letter form, that specifies the project, the projects owner, the fees associated with the project and the terms and conditions of the project.
- B. Project – The term Project shall mean the owner's objectives, vision, budget, and scope of services. The owner shall be responsible for conveying this information to the Architect.
- C. Architect – The term Architect shall mean a person professionally engaged to provide architectural services that are consistent with locally accepted standards for professional skill and care.
- D. Engineer – The term Engineer shall mean a person trained and skilled in the design, construction and use of engines, machines, public works, buildings, and non-building structures.
- E. Owner – The term Owner shall mean an individual, company or other entity that is authorized to engage Architects and Engineers to provide professional design services for their project.

BILLING AND PAYMENT POLICY

ZMM, Inc. provides monthly progress billings. Payment is due 30 days from the date of the invoice. Service charges of up to 1% per month may be charged on outstanding balances beyond 30 days until paid in full. In the event of termination, suspension, or abandonment of the project by the Owner, the Architect shall be paid for services performed to date. Seven days written notice is required to terminate agreements/contracts. After providing written notice of payment deficiencies, ZMM, Inc. reserves the right to suspend work on the project until outstanding invoices are paid in full. Owner's failure to pay outstanding balances after 90 days may, at the discretion of ZMM, Inc., constitute abandonment of the project by the Owner.

USE OF DOCUMENTS

The Architect shall retain all common law, statutory or other reserved rights, over all drawings, specifications, electronic files, and other documents prepared by the Architect. These documents are for the Owner's use solely for this project. Upon completion of this project or termination of this agreement/contract, the Owner's right to use these documents shall cease.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor ZMM, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and ZMM shall require similar waivers of consequential damages protecting all the entities or persons names herein in all contracts and subcontracts with the other involved in this project.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and ZMM, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ZMM and its officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses,

costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of ZMM and its officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$50,000, or ZMM's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

INDEMNIFICATION

ZMM agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by ZMM's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom ZMM is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ZMM, its officers, directors, employees and sub consultants (collectively, ZMM) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, sub-contractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor ZMM shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

GENERAL PROVISIONS

- A. This Agreement shall be governed by the law of the place where the project is located.
- B. The Architect, the Architect's employees and the Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials in any form at the project site.
- C. At the Owner's request, the Architect shall provide services not included with the original agreement/contract, for additional compensation. Any fees associated with the additional services will be satisfactorily negotiated, separately from the original agreement/contract. Any modifications to the Scope of Services, or any assumption of additional services not included within the original agreement/contract, must be agreed to in writing and must be affirmatively accepted by both parties. No verbal modifications to the original scope of services will be accepted by ZMM, Inc.
- D. Any notice to either party must be in writing, signed by the party giving it and must be served personally or by registered or certified mail to the most current address on file for ZMM, Inc.



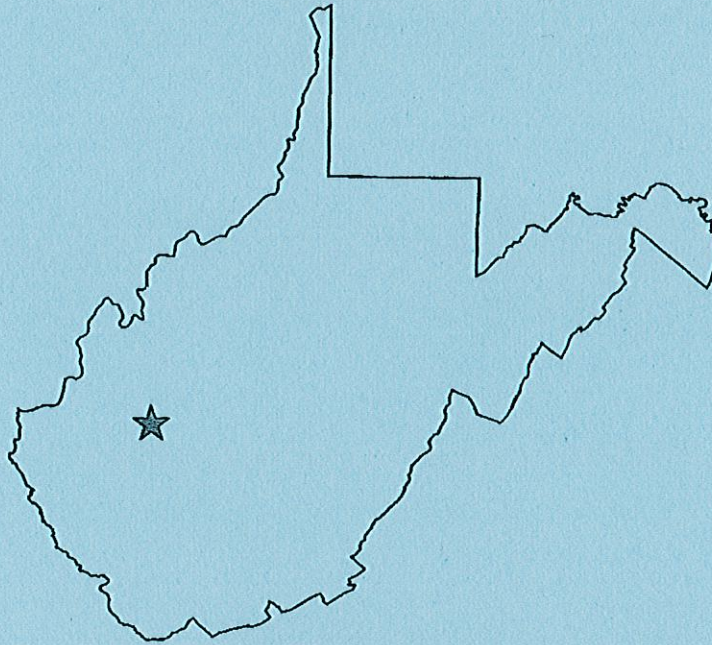


City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ended

October 2022



Respectfully submitted,

A handwritten signature in black ink, which appears to read "Victor Grigoraci".

Victor Grigoraci, CPA – City Treasurer

<u>Fund / Description</u>	<u>Balance October 2021</u>	<u>Balance September 2022</u>	<u>Collections October 2022</u>	<u>Withdrawals October 2022</u>	<u>Balance October 31, 2022</u>
001 General Fund	10,746,376.85	14,796,838.07	16,728,456.63	7,161,926.41	24,363,368.29
002 Coal Severance Tax	92.26	9.56	67,689.34	46,644.00	21,054.90
003 Municipal Stabilization	20,566,558.19	19,250,967.67	50,685.42	0.00	19,301,653.09
007 Business Improvement Dist Fund	0.00	31,346.74	19,939.16	3,501.90	47,784.00
009 Community Development	7,746.55	27,183.70	119,722.23	136,837.49	10,068.44
010 Supportive Housing	0.00	0.00	0.00	0.00	0.00
014 IT Infrastructure	1,041,788.08	1,560,606.71	4,108.88	15,471.76	1,549,243.83
015 Charleston Land Reuse	257,679.34	195,635.28	1,671.88	8,030.29	189,276.87
017 Project West Invest	564.25	568.64	1.50	0.00	570.14
018 Planning Grant	0.00	18,219.15	40,282.07	0.00	58,501.22
019 Tourism & Promotions	464,626.70	660,628.38	1,739.35	0.00	662,367.73
020 Business Development	1,305,555.54	1,135,312.58	2,922.59	53,255.39	1,084,979.78
021 Community Participation	68,626.09	46,998.10	119.92	2,500.00	44,618.02
024 LGBTQ Working Group	484.23	1,270.66	3.34	0.00	1,274.00
026 Uniform Pension Reserve Fund	25,616,939.40	30,948,530.34	2,056,486.84	353,578.00	32,651,439.18
035 Municipal Beautification	32,792.05	127,322.51	334.67	600.00	127,057.18
036 Special Demolition	33,294.63	22,920.34	60.35	0.00	22,980.69
037 Sister Cities	27,614.28	27,828.83	73.27	0.00	27,902.10
038 Solid Waste	1,046,002.15	182,996.60	365,590.17	97,475.16	451,111.61
039 Waste Disposal	0.00	0.00	95,770.00	95,770.00	0.00
040 Landfill Closure	3,570,053.39	4,014,479.16	20,872.15	0.00	4,035,351.31
041 Police Contributions	15,041.79	111,848.98	8,187.16	7,000.00	113,036.14
042 Police Evidence	911,730.22	621,740.62	1,636.96	0.00	623,377.58
043 Forfeited Funds	421,047.11	765,357.04	2,012.74	1,106.40	766,263.38
044 Municipal Court	267,138.66	280,304.49	31,339.00	32,331.00	279,312.49
045 Homeland Security	26,297.61	49,614.44	0.00	0.00	49,614.44
046 Home-ARP Inv Trust Fund	0.00	0.22	440.39	440.35	0.26
047 Health Insurance Reserves	6,246,956.73	6,295,465.30	16,575.18	0.00	6,312,040.48
048 Wayfinding Commission	21,252.01	17,524.53	46.14	0.00	17,570.67
049 Live On The Levee	60,763.41	5,138.04	4,349.36	0.00	9,487.40
073 American Rescue Plan	18,402,137.11	33,873,903.31	91,283.53	1,420,341.02	32,544,845.82
080 Human Rights	176,793.29	176,793.29	0.00	0.00	176,793.29
081 Home Program	1,578.49	2,282.44	299,021.84	298,238.62	3,065.66
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	0.00	0.00	41,031.14	41,031.14	0.00
091 Byrne Justice	0.00	0.00	0.00	0.00	0.00
093 Byrne Justice	0.00	0.00	0.00	0.00	0.00
094 Byrne Justice	0.00	0.00	0.00	0.00	0.00
095 Police Grants	117,856.43	320,143.15	41,048.11	23,576.03	337,615.23
096 Historic Preservation	6,113.47	0.00	0.00	0.00	0.00
099 Public Arts Grant	192,369.42	226,853.42	0.00	10,000.00	216,853.42
100 Sinking Fund	4,025,422.38	2,038,027.17	5,365.87	0.00	2,043,393.04
200 Infrastructure	153,597.47	154,790.17	383.89	0.00	155,174.06
214 Civic Center Capital Improvement	367,764.15	208,695.35	549.46	0.00	209,244.81
215 Municipal Auditorium Capital Improvement	168,859.36	263,258.47	681.90	12,017.00	251,923.37
220 General Maintenance	3,578,700.25	4,470,520.65	1,283,319.46	1,314,697.35	4,439,142.76
221 City Service Fee Capital Project	2,739,463.44	2,560,711.58	6,043.13	668,926.71	1,897,828.00
222 Facilities Maintenance	1,646,278.13	2,388,164.39	13,470.60	55,134.04	2,346,500.95
223 Green Initiative Fund	0.00	251,630.24	662.52	0.00	252,292.76
224 Sidewalk Improvement Fund	0.00	251,609.59	662.45	0.00	252,272.04
255 Ballpark Maintenance	92,350.80	96,746.80	254.73	0.00	97,001.53
402 Civic Center Revenue	75,663.64	110,090.56	420,494.45	457,199.28	73,385.73
406 Parking System Revenue	4,915,491.22	5,268,885.61	215,858.89	119,015.19	5,365,729.31
426 Parking Operation and Maintenance	2,816,647.69	3,321,257.84	8,744.46	0.00	3,330,002.30
427 Civic Center TIF Project	482,103.49	498,624.09	2,641.34	0.00	501,265.43
900 M - DENT	645,639.25	804,917.65	2,084.31	22,344.30	784,657.66
901 Pending Forfeiture	1,173,941.80	1,150,324.89	3,028.67	0.00	1,153,353.56
Working Cash Advance Fund	32,925.00	34,525.00	10,000.00	100.00	44,425.00
Total All Funds	114,578,971.77	139,679,666.31	22,087,747.44	12,459,088.83	149,308,324.92

CITY OF CHARLESTON
Payroll Variance Analysis
October 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	24,147	22,075	2,072	8.58%	108,661	99,165	9,496	8.74%	313,910	214,745
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,147	22,075	2,072	8.58%	108,661	99,165	9,496	8.74%	313,910	214,745
Mayor - CARE Office	409-02	Regular	20,781	21,335	(553)	-2.66%	93,516	95,293	(1,776)	-1.90%	270,158	174,865
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	20,781	21,335	(553)	-2.66%	93,516	95,293	(1,776)	-1.90%	270,158	174,865
City Council	410	Regular	13,000	12,500	500	3.85%	58,500	52,250	6,250	10.68%	169,000	116,750
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	13,000	12,500	500	3.85%	58,500	52,250	6,250	10.68%	169,000	116,750
City Manager - Admin.	412-00	Regular	48,552	41,355	7,197	14.82%	215,674	176,509	39,165	18.16%	631,172	454,663
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	48,552	41,355	7,197	14.82%	215,674	176,509	39,165	18.16%	631,172	454,663
City Treasurer	413	Regular	10,249	10,007	242	2.36%	46,121	44,799	1,322	2.87%	133,237	88,438
		IPT	692	836	(144)	-20.76%	3,115	3,685	(570)	-18.29%	9,000	5,315
		OT	-	-	-		-	-	-		-	-
		Total	10,941	10,843	98	0.90%	49,236	48,484	752	1.53%	142,237	93,753
City Collector	414	Regular	61,523	50,833	10,690	17.38%	276,855	221,760	55,095	19.90%	799,804	578,044
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	61,523	50,833	10,690	17.38%	276,855	221,760	55,095	19.90%	799,804	578,044
City Clerk	415	Regular	10,563	10,348	215	2.03%	47,532	46,341	1,191	2.51%	137,315	90,974
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,563	10,348	215	2.03%	47,532	46,341	1,191	2.51%	137,315	90,974
Municipal Court	416	Regular	23,823	23,841	(18)	-0.07%	107,204	105,595	1,610	1.50%	309,701	204,106
		IPT	1,385	1,348	37	2.68%	6,231	7,198	(968)	-15.53%	18,000	10,802
		OT	1,936	2,209	(273)	-14.10%	8,711	8,022	689	7.91%	25,166	17,144
		Total	27,144	27,397	(254)	-0.93%	122,146	120,815	1,331	1.09%	352,867	232,052

CITY OF CHARLESTON
Payroll Variance Analysis
October 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	31,818	30,558	1,259	3.96%	143,179	144,852	(1,673)	-1.17%	413,629	268,777
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	31,818	30,558	1,259	3.96%	143,179	144,852	(1,673)	-1.17%	413,629	268,777
Accounting	418	Regular	23,401	18,027	5,374	22.97%	105,306	80,381	24,925	23.67%	304,217	223,836
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	23,401	18,027	5,374	22.97%	105,306	80,381	24,925	23.67%	304,217	223,836
Engineering - General	420-00	Regular	40,631	34,330	6,301	15.51%	182,839	153,586	29,253	16.00%	528,202	374,616
		IPT	769	-	769		3,462	-	3,462		10,000	10,000
		OT	-	-	-		-	-	-		-	-
		Total	41,400	34,330	7,070	17.08%	186,301	153,586	32,714	17.56%	538,202	384,616
Engineering - Stormwater	420-01	Regular	11,259	10,951	307	2.73%	50,665	48,966	1,699	3.35%	146,366	97,400
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	11,259	10,951	307	2.73%	50,665	48,966	1,699	3.35%	146,366	97,400
MOECD	421	Regular	31,999	30,529	1,470	4.60%	143,998	130,410	13,587	9.44%	415,993	285,583
		IPT	-	701	(701)		-	63,923	(63,923)		-	63,923
		OT	-	-	-		-	929	(929)		-	-
		Total	31,999	31,230	770	2.41%	143,998	195,261	(51,264)	-35.60%	415,993	349,505
Human Resources	422	Regular	32,145	31,314	831	2.59%	144,651	138,344	6,307	4.36%	417,881	279,537
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	32,145	31,314	831	2.59%	144,651	138,344	6,307	4.36%	417,881	279,537
Mail Room	431	Regular	2,152	-	2,152	100.00%	9,686	5,284	4,402	45.45%	27,982	22,698
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	2,152	-	2,152	100.00%	9,686	5,284	4,402	45.45%	27,982	22,698
Building Commission	436	Regular	56,085	58,586	(2,501)	-4.46%	252,383	248,537	3,846	1.52%	729,106	480,569
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	56,085	58,586	(2,501)	-4.46%	252,383	248,537	3,846	1.52%	729,106	480,569

CITY OF CHARLESTON
Payroll Variance Analysis
October 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	38,440	33,030	5,410	14.07%	172,981	149,664	23,317	13.48%	499,722	350,058
		IPT	-	-	-		-	3,634	(3,634)		-	(3,634)
		OT	-	-	-		-	-	-		-	
		Total	38,440	33,030	5,410	14.07%	172,981	153,297	19,683	11.38%	499,722	346,425
Information Systems	439	Regular	48,564	33,321	15,243	31.39%	218,538	144,048	74,490	34.09%	631,331	487,283
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	48,564	33,321	15,243	31.39%	218,538	144,048	74,490	34.09%	631,331	487,283
General Services	440	Regular	33,936	33,795	141	0.42%	150,810	154,559	(3,749)	-2.49%	441,165	286,606
		IPT	3,462	-	3,462	100.00%	15,577	-	15,577	100.00%	45,000	45,000
		OT	5,393	8,039	(2,646)	-49.07%	24,267	40,315	(16,048)	-66.13%	70,106	29,791
		Total	42,790	41,834	956	2.24%	190,654	194,875	(4,220)	-2.21%	556,271	361,396
Constituent Services	442-01	Regular	17,715	10,462	7,253	40.94%	75,064	51,122	23,941	31.89%	230,292	179,170
		IPT	1,800	-	1,800	100.00%	8,100	-	8,100	100.00%	23,400	23,400
		OT	-	-	-		-	-	-		-	-
		Total	19,515	10,462	9,053	46.39%	83,164	51,122	32,041	38.53%	253,692	202,570
Morris Square Property	500	Regular	4,830	4,830	(0)	0.00%	21,733	17,879	3,854	17.73%	62,784	44,905
		IPT	-	-	-		-	-	-		-	-
		OT	775	37	739	95.29%	3,489	47	3,442	98.65%	10,080	10,033
		Total	5,605	4,866	739	13.18%	25,222	17,926	7,296	28.93%	72,864	54,938
Public Works	566	Regular	14,673	15,192	(519)	-3.54%	66,029	66,861	(832)	-1.26%	190,751	123,890
		IPT	-	-	-		-	-	-		-	-
		OT	247	440	(193)	-78.05%	1,111	1,904	(793)	-71.35%	3,210	1,306
		Total	14,920	15,632	(712)	-4.77%	67,140	68,765	(1,624)	-2.42%	193,961	125,196
Public Grounds - Adm.	567-00	Regular	69,034	65,574	3,460	5.01%	310,651	290,737	19,914	6.41%	897,437	606,700
		IPT	-	-	-		-	-	-		-	-
		OT	2,074	3,311	(1,237)	-59.65%	9,334	17,854	(8,520)	-91.29%	26,964	9,110
		Total	71,108	68,885	2,223	3.13%	319,985	308,591	11,394	3.56%	924,401	615,810
Public Grounds - C/T	567-01	Regular	5,388	5,787	(399)	-7.42%	24,245	25,355	(1,111)	-4.58%	70,040	44,685
		IPT	-	-	-		-	-	-		-	-
		OT	346	1,208	(863)	-249.58%	1,556	7,809	(6,253)	-100.00%	4,494	(3,315)
		Total	5,733	6,996	(1,262)	-22.02%	25,800	33,164	(7,364)	-28.54%	74,534	41,370

CITY OF CHARLESTON
Payroll Variance Analysis
October 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Uniform	700-00	Regular	721,961	687,604	34,356	4.76%	3,248,823	3,144,200	104,623	3.22%	9,385,488	6,241,288
		OT	175,634	222,935	(47,301)	-26.93%	779,917	1,131,212	(351,295)	-45.04%	2,283,242	1,152,030
		Reimb.	(3,077)	-	(3,077)	-100.00%	(13,846)	(12,987)	(859)	-6.21%	(40,000)	(27,013)
		Total	894,518	910,539	(16,021)	-1.79%	4,014,893	4,262,425	(247,532)	-6.17%	11,628,730	7,366,305
Police - Civilian	700-01	Regular	68,695	60,149	8,547	12.44%	309,129	270,702	38,427	12.43%	893,040	622,338
		IPT	3,846	2,480	1,366	35.52%	17,308	6,250	11,058	63.89%	50,000	43,750
		OT	7,744	7,146	597	7.71%	34,846	25,537	9,309	26.72%	100,666	75,129
		Total	80,285	69,775	10,510	13.09%	361,283	302,489	58,794	16.27%	1,043,706	741,217
Fire - Uniform	706-00	Regular	738,213	748,487	(10,275)	-1.39%	3,286,334	3,370,964	(84,630)	-2.58%	9,596,763	6,225,799
		OT	115,080	71,773	43,307	37.63%	503,199	555,280	(52,081)	-10.35%	1,496,036	940,756
		Reimb.	(923)	(151)	(772)	-83.64%	(4,154)	(6,040)	1,886	45.41%	(12,000)	(5,960)
		Total	852,369	820,109	32,260	3.78%	3,785,379	3,920,204	(134,825)	-3.56%	11,080,799	7,160,595
Fire - Civilian	706-01	Regular	7,956	6,940	1,016	12.77%	35,803	28,766	7,037	19.66%	103,431	74,665
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	7,956	6,940	1,016	12.77%	35,803	28,766	7,037	19.66%	103,431	74,665
Traffic	712	Regular	33,369	33,979	(610)	-1.83%	150,159	151,313	(1,154)	-0.77%	433,794	282,481
		IPT	-	428	(428)	-	-	4,274	(4,274)	-	-	(4,274)
		OT	968	746	222	22.95%	4,356	10,439	(6,083)	-139.66%	12,583	2,144
		Total	34,337	35,152	(815)	-2.37%	154,515	166,025	(11,510)	-7.45%	446,377	280,352
Emergency Services	716	Regular	6,438	-	6,438	100.00%	28,973	-	28,973	100.00%	83,699	83,699
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	6,438	-	6,438	100.00%	28,973	-	28,973	100.00%	83,699	83,699
Street	750	Regular	187,702	165,432	22,271	11.86%	844,661	746,573	98,087	11.61%	2,440,131	1,693,558
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	15,203	12,815	2,389	15.71%	68,414	106,503	(38,089)	-55.67%	269,640	163,137
		Total	202,905	178,246	24,659	12.15%	913,075	853,076	59,999	6.57%	2,709,771	1,856,695
Equipment Maintenance	754	Regular	56,349	49,875	6,473	11.49%	253,569	250,930	2,639	1.04%	732,532	481,602
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	4,494	4,575	(81)	-1.81%	20,223	12,260	7,963	39.38%	58,422	46,162
		Total	60,843	54,451	6,392	10.51%	273,792	263,190	10,602	3.87%	790,954	527,764

CITY OF CHARLESTON
Payroll Variance Analysis
October 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Refuse & Recycling	800	Regular	161,339	155,050	6,288	3.90%	726,023	711,934	14,090	1.94%	2,097,401	1,385,467
		IPT	-	-	-		-	-	-		-	-
		OT	19,359	11,819	7,540	38.95%	87,114	70,333	16,781	19.26%	251,664	181,331
		Total	180,697	166,869	13,828	7.65%	813,138	782,267	30,871	3.80%	2,349,065	1,566,798
Parks & Recreation	900	Regular	94,313	80,821	13,492	14.31%	424,411	364,035	60,375	14.23%	1,226,075	862,040
		IPT	11,200	8,630	2,570	22.95%	151,200	165,754	(14,554)	-9.63%	280,000	114,246
		OT	4,425	5,093	(668)	-15.09%	19,912	44,358	(24,447)	-122.77%	57,523	13,165
		Total	109,938	94,544	15,395	14.00%	595,522	574,148	21,375	3.59%	1,563,598	989,450
Public Arts	906	Regular	4,408	4,408	(0)	0.00%	19,838	19,708	130	0.65%	57,309	37,601
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,408	4,408	(0)	0.00%	19,838	19,708	130	0.65%	57,309	37,601
Spring Hill Cemetery	952	Regular	25,069	22,266	2,803	11.18%	112,812	104,297	8,515	7.55%	325,902	221,605
		IPT	4,388	-	4,388	100.00%	24,863	-	24,863	100.00%	46,800	46,800
		OT	775	254	521	67.22%	3,489	836	2,654	76.05%	10,080	9,244
		Total	30,232	22,520	7,712	25.51%	141,164	105,133	36,031	25.52%	382,782	277,649
General Fund		Regular	2,780,520	2,623,591	156,929	5.64%	12,467,355	11,855,721	611,634	4.91%	36,146,760	24,291,039
		IPT	27,541	14,421	13,120	47.64%	229,855	254,717	(24,862)	-10.82%	482,200	355,328
		OT	354,452	352,399	2,054	0.58%	1,569,938	2,033,637	(463,699)	-29.54%	4,679,876	2,647,168
		Reimb.	(4,000)	(151)	(3,849)	-96.23%	(18,000)	(19,027)	1,027	5.71%	(52,000)	(32,973)
		Total	3,158,513	2,990,259	168,254	5.33%	14,249,147	14,125,048	124,099	0.87%	41,256,836	27,260,562
Business Improvement Dist.	568	Regular	3,414	3,154	260	7.62%	11,950	9,350	2,599	21.75%	44,385	35,035
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	3,414	3,154	260	7.62%	11,950	9,350	2,599	21.75%	44,385	35,035

CITY OF CHARLESTON
Payroll Variance Analysis
October 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Coliseum & Conv. Center	910	Regular	54,128	52,840	1,289	2.38%	243,578	233,930	9,648	3.96%	703,670	469,740
		IPT	-	-	-		-	-	-		-	-
		OT	3,077	1,763	1,313	42.69%	13,846	4,805	9,041	65.30%	40,000	35,195
		Total	57,205	54,603	2,602	4.55%	257,424	238,735	18,689	7.26%	743,670	504,935
Parking System	571	Regular	56,594	54,198	2,397	4.23%	254,674	240,199	14,474	5.68%	735,724	495,525
		IPT	3,923	2,737	1,186	30.23%	17,654	8,866	8,788	49.78%	51,000	42,134
		OT	1,385	1,171	214	15.44%	6,231	12,759	(6,528)	-104.77%	18,000	5,241
		Total	61,902	58,105	3,796	6.13%	278,558	261,824	16,735	6.01%	804,724	542,900
Total		Regular	2,894,657	2,733,782	160,875	5.56%	12,977,556	12,339,201	638,355	4.92%	37,630,539	25,291,338
		IPT	31,464	17,158	14,306	45.47%	247,509	263,583	(16,074)	-6.49%	533,200	269,617
		OT	358,914	355,333	3,581	1.00%	1,590,015	2,051,200	(461,186)	-29.01%	4,737,876	2,686,676
		Reimb.	(4,000)	(151)	(3,849)	96.23%	(18,000)	(19,027)	1,027	-5.71%	(52,000)	(32,973)
		Total	3,281,035	3,106,122	174,913	5.33%	14,797,080	14,634,957	162,122	1.10%	42,849,615	28,214,658

Vacancy Report:

City Manager	1
Collector	3
Accounting	1
Engineering	1
Mail Room	1
Planning	1
Information Systems	3
Constituent Services	2
Public Works (all)	17
Police - Uniform	13
Police - Civilian	2
Fire - Uniform	9
Homeland Security	1
Parks & Rec	5
Cemetery	1
Total General Fund	61
CCCC	1
Total All	62

Bill No. 7978

Introduced in Council:

November 21, 2022

Adopted by Council:

Introduced by:

Becky Ceperley

Referred to:

Ordinances & Rules

Bill No. 7978 - A BILL to amend the Municipal Code of the City of Charleston, as amended, by amending and reenacting Section 2-63, relating to updating the quadrennial organization statute to be consistent with the City Charter.

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

That Section 2-63 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

CHAPTER 2. – ADMINISTRATION.

ARTICLE III. – CITY COUNCIL.

DIVISION 1. – GENERALLY.

Sec. 2-63. – Quadrennial organizational.

(a) ~~At 10:00 a.m. 12:00 noon on the third Monday of June in the year 1999, first Monday of January, unless said Monday is a state holiday, in which case on the Tuesday immediately following said holiday, in the year 2023, and every four years thereafter, the mayor-elect and councilmen-elect councilmembers-elect shall meet in special public session at the council chamber in the city building city hall, or another appropriate location specified by the mayor-elect in the public meeting notice, and shall be called to order by the incumbent city clerk or, in his or her absence, a deputy or assistant city clerk.; and the~~ The mayor-elect and councilmen-elect councilmembers-elect shall then proceed to take the prescribed oath of office, whereupon they shall be deemed to have qualified themselves for the offices to which they, respectively, have recently been elected; provided, that the mayor-elect shall not be deemed to have qualified until he or she shall have given bond as provided in section 25 of the city Charter.

(b) The city council shall then elect a president pro tempore of the council from among the councilmembers, and may then proceed with other business of an organizational nature such as adopting, amending or readopting rules not inconsistent with this Code; filling vacancies in offices for which the appointing authority is the council or the mayor with the approval of the council; the appointment of members of council committees; and other matters relating to the organization of the city government generally. No regular business of city council shall occur at this special

36 public session held once every four years. ~~for the ensuing four-year period.~~

Bill No. 7979

Introduced in Council:

November 21, 2022

Adopted by Council:

Introduced by:

Sam Minardi

Referred to:

Finance

Bill No. 7979 - A BILL to amend and reenact Sec. 2-743 of the Municipal Code of the City of Charleston, as amended, relating to expanding the time period within which a person may claim a refund for overpayment of the City Service Fee.

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

That Sec. 2-743 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

Sec. 2-743. - Protest; administrative decision; appeal.

(a) Anyone who has paid the fee imposed by this article shall file a claim for refund no later than ~~30 days~~ three years after the fee is paid over to the city by written notice of such claim with the city collector setting forth with particularity all objections thereto. The burden of proof shall be upon the aggrieved party to show that the fee was paid and is incorrect and contrary to law, in whole or in part. The city collector shall review the refund claim and provide for any necessary hearing, render a decision on the claim and forthwith either notify the protesting party of such decision in writing or direct that a refund be issued, all within a reasonable time. Said decision shall be issued by certified mail, return receipt requested.

(b) If aggrieved by the decision of the city collector, the protesting party may appeal the decision of the city collector to the Circuit Court of Kanawha County within 30 days after service of the city collector's decision.

(1) The appeal shall be taken by the filing of a petition and notice, which petition and notice shall be served upon or accepted by the city collector as an original notice. When the petition and notice is so served it shall, with the return or acceptance thereon, be filed in the Office of the Clerk of the Kanawha County Circuit Court and docketed as other cases, with the aggrieved party as plaintiff and the city collector as defendant.

(2) The filing of the appeal shall not stay the collection of the fee unless the plaintiff shall file with such clerk a bond for the use of the defendant, with sureties approved by the Clerk of the Circuit Court of Kanawha County, the penalty of the bond to be not less than the total amount of the fee, and accumulated penalties to the date of the appeal, and conditioned that the plaintiff shall perform the orders of the Kanawha County Circuit Court; provided, that the judge of the Kanawha County Circuit Court may

36 stay the collection of the fee, and accumulated penalties without the requirement of a
37 bond, upon a proper showing by the plaintiff that the properties of the plaintiff are
38 sufficient to secure performance of the Kanawha County Circuit Court's orders or that
39 the ends of justice will be served thereby.

40 (3) The Kanawha County Circuit Court shall hear the appeal and determine anew
41 all questions submitted to it on appeal from the decision of the city collector. In such
42 appeal a certified copy of the city collector's fee assessment shall be admissible and
43 shall constitute prima facie evidence of the fee due under the provisions of this article.
44

45 (c) The administrative remedies set forth in this section are exclusive. Failure to
46 timely file a refund claim in accordance with this section shall preclude any right to
47 refund with respect to any fee paid to the city prior to the claim. If no appeal is taken
48 pursuant to this section within 30 days after service of the city collector's decision, said
49 decision shall become final and conclusive and not subject to administrative or judicial
50 review. The amount of the fee and accumulated penalties, if any, due the city under
51 such decision shall be due and payable on the day following the date upon which such
52 decision becomes final.
53

Bill No. 7980

Introduced in Council:

November 21, 2022

Adopted by Council:

Introduced by:

Emmett Pepper and Ben Adams

Referred to:

Ordinance & Rules

Bill No. 7980 - A BILL to amend the Municipal Code of the City of Charleston, as amended, by amending and reenacting Section 65-3 relating to the makeup of the Board of Directors of the Land Reuse Agency.

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

That Section 65-3 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

**CHAPTER 65. – LAND REUSE AGENCY.
ARTICLE 1. – CREATION ORGANIZATION.**

Sec. 65-3. Board of Directors.

(a) The Charleston Land Reuse Agency shall operate under the control of a board of directors composed of seven members, as follows:

(1) The Mayor, or his or her designee;

(2) The City Manager, or his or her designee;

(3) ~~The City Attorney, or his or her designee;~~

(4) Two members of City Council, appointed by the Mayor, for terms coinciding with their term on City Council; and

~~(5) Two~~ (4) Three members of the general public, who are residents of Charleston, appointed by the Mayor with the advice and consent of City Council.

(b) The ~~two~~ three members of the general public ~~initially~~ appointed to the Board shall serve initial terms of ~~two and four years, respectively. Thereafter, each term shall be for~~ four years.

(c) The ~~two~~ three members of the general public shall each have expertise in one or more of the following areas:

(1) Real estate transactions or financing;

(2) Development of commercial or residential property;

(3) Establishment, development, management, or use of public lands;

(4) Land conservation;

(5) Housing; or

(6) Public safety.

(d) Each member shall continue in office until a successor is duly appointed,

36 except in the event of a member's removal, death, or delivery of written resignation to
37 Council. In the case of such a vacancy, a new member shall be appointed to serve the
38 remainder of the term. If the Mayor or City Manager, ~~or City Attorney~~ no longer holds
39 that position, then the position they or their designee holds on the Board is immediately
40 declared vacant and filled by the person's duly qualified successor.

41 (e) Members of the Board shall serve without compensation. Any member of the
42 Board who is an employee of the City may spend regular work hours on matters related
43 to the Board and receive his or her regular salary, as approved by the employee's direct
44 supervisor.

45 (f) In addition to the voting members of the Board stated in this section, the
46 following persons shall be non-voting *ex officio* members to provide advice to the Board:
47 The City Attorney, the Planning Director, the Building Commissioner, and the Director of
48 the Mayor's Office of Community and Economic Development. The Board may request
49 assistance from any City department or employee, as necessary.
50

Bill No. 7981

Introduced in Council:

November 21, 2022

Adopted by Council:

Introduced by:

**Emmett Pepper, Keeley Steele
And Naomi Bays**

Referred to:

Finance

Bill No. 7981 - A BILL to amend and reenact Section 110-145 of the Municipal Code of the City of Charleston, as amended, relating to expanding the ability of small businesses to obtain consent from the city collector to pay business and occupation taxes on an annual basis.

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

That Section 110-145 of the Municipal Code of the City of Charleston, as amended, to read as follows:

CHAPTER 110 – TAXATION.

ARTICLE II. – BUSINESS AND OCCUPATION TAX.

DIVISION 3. – PAYMENTS, RETURNS, AND RECORDS.

Sec. 110-145. – Interest and penalties.

(a) The tax imposed by this article shall be in addition to all other licenses and taxes levied by law as a condition precedent to engaging in any business, trade, calling or activity. A person exercising a privilege taxable under this article, subject to the payment of all licenses and charges which are a condition precedent to exercising the privilege tax, may exercise the privilege for the current tax year upon the condition that he they shall pay the tax accruing under this article.

(b) *Computation of tax.*

(1) The taxes levied hereunder shall be due and payable in quarterly installments on or before the expiration of one month from the end of the quarter in which they accrue, except as otherwise provided in this subsection. The taxpayer shall, within one month from the expiration of each quarter, make a return reporting the tax for which he/she is liable for such quarter; sign it and mail it, together with any remittance due, in the form required by section 110-82 of the amount of the tax to the office of the city collector. In reporting and remitting the amount of the tax due for each quarter, the taxpayer may deduct one-fourth of the total exemption allowed for the year. When the total tax for which any person is liable under this article does not exceed the sum of ~~\$200.00~~ \$2,500.00 in any year, the taxpayer may pay the tax quarterly as aforesaid or, with the consent in writing of the city collector in the manner prescribed by regulations promulgated pursuant hereto, on an annual basis at the end of the month next following

36 the close of the tax year.

37 (2) The city collector, if ~~he deems~~ they deem it necessary, based upon past
38 experience with a taxpayer, based on the past practices of a taxpayer, based on the
39 financial condition of the taxpayer, or based on the size of the contract, in order to
40 insure payment of the taxes levied hereunder, may require return and payment under
41 this section for other than quarterly periods. Furthermore, if the city collector deems it
42 necessary to insure payment of the business and occupation tax, ~~he~~ they may require a
43 deposit to be paid by the taxpayer prior to when the taxes accrue and are otherwise
44 payable. The amount of the deposit shall be determined and/or based upon the
45 taxpayer's projected gross income or gross proceeds of sale for the applicable tax
46 period. This deposit shall be paid to the office of the city collector, at a date and time,
47 and in a manner determined by the city collector.

48 (3) Every contractor whose principal business location is outside of the city, shall
49 register with the city collector prior to engaging in the performance of a contract in this
50 city, and the city collector, if ~~he~~ they deems it necessary, based on the past experience
51 with a taxpayer, based on the past practices of a taxpayer, based on the financial
52 condition of the taxpayer, or based on the size of the contract, in order to insure
53 payment of the taxes levied hereunder, may also require the following:

54 (A) At the time of registration, each contractor shall deposit with the city collector
55 six percent of the amount the contractor is to receive for the performance of the contract,
56 which sum shall be held within a contractor's use tax fund pending the completion of the
57 contract.

58 (B) In lieu of the six percent deposit, each contractor may request the approval of
59 the city collector to provide, in the alternative, a corporate surety bond to be approved
60 by the city collector as to form, sufficiency, value, amount, stability, and other features
61 necessary to provide a guarantee of payment of the tax due the city.
62