



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, May 15, 2023
6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 5-1-2023

II. RESOLUTIONS:

- a. Resolution No. 802-23 - Authorizing the Mayor or City Manager to purchase field force protection equipment from Galls for use by the Charleston Police Department.
- b. Resolution No. 803-23 – Authorizing the Mayor or City Manager to enter into an easement and right-of-way agreement with Mountaineer Gas Company for the purpose of installing a pipeline as referenced in the attached documents.
- c. Resolution No. 804-23 – Authorizing a proposed trade of City property adjacent to Beech Avenue where the house commonly referred to as 1615 Beech Avenue is encroaching on the public right of way in exchange for property of an equivalent size adjacent to said public right of way.
- d. Resolution No. 805-23 - Authorizing the Mayor or City Manager to enter into the attached Shared Vehicle Operating Agreement between the City of Charleston and Bird Global, Inc.
- e. Resolution No. 806-23 - Authorizing the Mayor or City Manager to purchase 4 trailer-mounted vacuum leaf loaders from West Virginia Tractor Company.
- f. Resolution No. 807-23 - Approving the proposed Fiscal Year 2023-2024 Coliseum & Convention Center and Municipal Auditorium budget.
- g. Resolution No. 808-23 - Authorizing the Mayor or City Manager to enter into a contract with Tim Hogan's Flooring for the purchase and installation of new carpeting in several offices at City Hall and the City Services Center.

- h. Resolution No. 809-23 - Authorizing the Mayor or City Manager to enter into a contract with Mr. Asphalt, Inc. to perform asphalt street paving construction services.
- i. Resolution No. 810-23 - Authorizing the Mayor or City Manager to purchase a three-year warranty plan from ULTRA Forensic Technology Inc. for the Police Department's National Integrated Ballistic Information Network machine.

III. BILLS:

- a. Bill No. 7992 - A BILL to amend and reenact Sections of the Municipal Code relating to updating provisions to reflect the policy changes made by City Council with respect to ending the self-insured workers compensation program and adjusting certain sick leave accruals beginning with the fiscal year 2024 budget.

IV. THE AGENDA WAS AMENDED ON 5-15-2023

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., MAY 1, 2023
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., May 1, 2023.

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

Joseph Jenkins, Chair
Brent Burton, Vice Chair
Becky Ceperley
Mary Beth Hoover
Larry Moore
Chad Robinson
Shawn Taylor

Absent:

Other Councilmembers present:

Beth Kerns
Joe Solomon
Frank Annie
Chelsea Steelhammer
Emmett Pepper
John Gianola

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the April 17, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 798-23 – Authorizing the Mayor or City Manager to execute the Stadium License, Lease and Service Agreement First Amendment between the City of Charleston and Charleston Professional Baseball Company, LLC, as contained in the attached exhibit, relating to the lease of the baseball stadium located at 601 Morris Street.

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

That the Mayor or City Manager is hereby authorized to execute the Stadium License, Lease and Service Agreement First Amendment between the City of Charleston and Charleston Professional Baseball Company, LLC, as contained in the attached exhibit, relating to the lease of the baseball stadium located at 601 Morris Street.

City Manager, Ben Mishoe, added that the resolution is to modify the existing lease from a flat rent of \$60,000 per quarter to a revenue sharing model, which includes:

- \$1 per ticket
- \$1 per beer
- 5% of merchandise and advertising sales
- 4% of net profits on all other special events

The lease would have a 10-year term, effective from January 1, 2023 until January 1, 2033. If the revenue to the City would ever drop below \$200,00/year, the City could renegotiate the formula. It also reduces the maximum utilities the City would pay.

Councilmember Jenkins added that it would make the City more as partners with the company. He asked if the City had assessed the past few years to see what the revenue sharing would have been. Mishoe replied that a rough estimate for last year shows that it would have been about \$208,000. He added that they have already exceeded their last quarter of 2022 this year.

Chief of Staff, Matt Sutton, added that the goal is to make a 12-month facility of the ballpark.

Councilmember Taylor asked if these terms were the same for similarly sized cities. Sutton replied that when they first started discussing this, before the team went into the Atlantic League, it was determined that a revenue model is preferred as it's most beneficial to teams in the Atlantic League.

Councilmember Ceperley spoke in favor of the resolution.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 798-23 approved.

- b. Resolution No. 799-23 – Authorizing approval of Amendment No. 6 of the FY 2022-2023 General Fund Budget as indicated on the attached list of accounts.

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

That Amendment No. 6 of the FY 2022-2023 General Fund Budget as indicated on the attached list of accounts is approved.

Finance Director, Andy Wood, added that the amendment recognizes revenue that the City has received year to date that were more than expected due to a change in interest rates. The funds will go into the Contracted Service account for the Building Commission, which is primarily used for demolitions and asbestos abatement.

Councilmember Jenkins spoke in favor of the resolution.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 799-23 approved.

- c. Resolution No. 800-23 – Authorizing the Mayor or City Manager to purchase Pulsar swimming pool chemicals from Main Line Commercial Pools in the amount of \$56,370 for the Parks and Recreation Department to be used in City-operated pools with Pulsar equipment. The vendor is a sole source provider.

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

That the Mayor or City Manager is authorized to purchase Pulsar swimming pool chemicals from Main Line Commercial Pools in the amount of \$56,370 for the Parks and Recreation Department to be used in City-operated pools with Pulsar equipment.

Mishoe added that the chemicals will be used for 3 out of the four City pools that used Pulsar Brand chlorinators and pumps. It is a sole source purchase. He added that the purchase is more than last year, because the price of the chemicals has increased, and the Department had a stockpile to use.

Councilmember Jenkins confirmed with Director Poore that the pool not included was Cato pool. It uses a different pump that requires different chemicals. They are working on switching that pump to Pulsar as the chemicals are cheaper and the system is more efficient.

Councilmember Robinson confirmed with Poore that all pools are scheduled to be open for the season. Poore added that currently, one kiddie pool at MLK is malfunctioning.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 800-23 approved.

- d. Resolution No. 801-23 – Authorizing the Mayor or City Manager to enter into a contract with Specialty groups, Inc. in the amount of \$650,945 for the 5-Corners Intersection Construction Project to include lighting and paving as a result of a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a contract with Specialty groups, Inc. in the amount of \$650,945 for the 5-Corners Intersection Construction Project to include lighting and paving as a result of a competitive bidding process.

Mishoe added that the City received two bids for the project at the 5-Corners intersection that will include new traffic signals, poles, paving for streets and sidewalks, new signage, etc.

Mayor Goodwin thanked the Committee for its approval, adding that it's a unique, historic intersection with safety concerns. The project is important for business development.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 801-23 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 802-23

Introduced in Council:

May 15, 2023

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 802-23 – Authorizing the Mayor or City Manager to purchase field force protection equipment from Galls in the amount of \$90,000 for use by the Charleston Police Department. The prices are provided under the Galls West Virginia Department of Corrections State Contract and the entire funding comes from a Homeland Security Grant application previously authorized by this Council.

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

That the Mayor or City Manager is authorized to purchase field force protection equipment from Galls in the amount of \$90,000 for use by the Charleston Police Department.



Quote

Customer: (5147851) CHARLESTON POLICE DEPT
Date: 04/27/2023
Sales Rep: TRAVIS HARDIN

Page 1 of 1
Quote Number: 23510074
Quote Expiration: 05/27/2023

Sold To:
CHARLESTON POLICE DEPT
501 VIRGINIA ST E
CHARLESTON, WV 25301-2137
KIM WEST

Ship To:
CHARLESTON POLICE DEPT
501 VIRGINIA ST E
CHARLESTON, WV 25301-2137
JOHN GARTEN

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP3727 BLK LG	F90 W/TEAM WENDY CAM FIT & EPIC AIR FIT PAD SET, HIGH-CUT, NVG MOUNT, VELCRO SET, BUNGEE HOOK, RAILS	5		732.00	3,660.00
2	BP2633	DK7 RAIL MOUNT FACE SHIELD (DK7-H.150-RC)	5		80.75	403.75
3	BP3726 BLK UNIV	BA3A W/COMFORT RETENTION, PASGT-CUT, DK6H.150 8 IN UNIV BAND MOUNTED, HELMET BAG	125		402.35	50,293.75
4	TP211 CLR POL	PAULSON HEAVY DUTY SHIELD 24 X48	9		194.65	1,751.85
5	TP211 CLR POL	PAULSON HEAVY DUTY SHIELD 24 X48	30		194.65	5,839.50
6	TE316 MDL	Z COOL UPPER BODY CHEST PROTECTOR	138		116.25	16,042.50
7	ZA1134 BLK MDL	DAMASCUS IMPERIAL HARD SHELL KNEE/SHIN	138		45.85	6,327.30
8	TE914 MDL	HARD SHELL ELBOW/FOREARM GUARD (PAIR)	105		40.00	4,200.00
9	TE914 MDL	HARD SHELL ELBOW/FOREARM GUARD (PAIR)	33		40.00	1,320.00
10	BP2633	DK7 RAIL MOUNT FACE SHIELD (DK7-H.150-RC)	12			
11	BP2633	DK7 RAIL MOUNT FACE SHIELD (DK7-H.150-RC)	1			

Quote is valid for 30 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 89,838.65
SHIPPING: 161.35
TAX.....
TOTAL.... 90,000.00

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

**EASEMENT AND RIGHT-OF-WAY
FORM OPS-38**

REV 3/14/22 PROC

MAP NUMBER	WORK REQUEST NUMBER
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THIS EASEMENT AND RIGHT-OF-WAY, made and entered into this _____ day of _____
20 _____, between _____ City of Charleston

having a mailing address of _____ P.O. Box 2749
_____ Charleston, WV 25330

hereinafter, whether singular or plural, call the "Grantor," and Mountaineer Gas Company, a West Virginia corporation, with principal offices at 501 56th Street SE, Charleston WV, 25304.

WITNESSETH

That for and in consideration of the sum of Six Thousand Two Hundred Dollars (\$6,200.00) paid by Mountaineer Gas Company to Grantors, the receipt whereof is hereby acknowledged, the Grantors hereby grant and convey to Mountaineer Gas Company, its successors and assigns, an easement and right-of-way ten (10) feet wide with five (5) feet on both sides of the proposed pipeline route, Including necessary work space during construction, with right of ingress and egress thereto, for pedestrians, vehicles and equipment, to construct a pipeline, together with service connections for other landowners, and appurtenant equipment which Mountaineer Gas Company may use in connection with the transportation of gas, oil, petroleum products or any other materials or substances which may be transported singly or in combination through a pipeline; and to operate, maintain, replace or change the size of its pipe without interruption of service, and finally remove said pipeline; service connections and appurtenant equipment; over and through all that certain tract or parcel of land described and recorded in deed book _____ 1556 _____, page _____ 109 _____ and situate in _____ North Charleston _____ District, _____ Kanawha _____ County, State of West Virginia, and being more particularly bounded and described as follows:

Property located along Baker Lane in Charleston, West Virginia, See Exhibit "A" attached hereto for
Approximate location of pipeline and / or facilities.

It is distinctly understood and agreed that Mountaineer Gas Company shall be responsible for any damages to persons or property that may result from Mountaineer Gas Company's negligent or careless installation, operation, maintenance or removal of said facilities and/or equipment. Mountaineer Gas Company shall replace and restore the area disturbed by the laying, construction, maintenance or removal of said facilities to as near as practical to its original condition.

All pipe and service connections shall be buried so as not to interfere with the present use of the land. Grantor agrees not to construct any permanent structures over said right-of-way and not to change the grade more than six (6) inches without written permission from Mountaineer Gas Company. The Grantors may fully use and enjoy the said premises except for the purpose hereinbefore granted to Mountaineer Gas Company.

EASEMENT AND RIGHT-OF-WAY

FORM OPS-38

REV 3/14/22 PROC

This easement and right-of-way herein granted unto Mountaineer Gas Company, its successors and assigns shall be perpetual, so long as Mountaineer Gas Company or its successors and assigns use the said facilities and equipment for any or all of the purposes hereinbefore set forth. The rights, privileges and terms hereof shall extend to and be binding upon the Grantors, Mountaineer Gas Company and their respective representatives, heirs, grantees, successors and assigns.

CONSIDERATION OF VALUE STATEMENT

This transaction is not a transfer of title to the aforesaid property, and therefore, is not subject to state excise tax provided in Section 11-22-2 of the West Virginia Code.

Under the penalties of fine and imprisonment as provided by law, Mountaineer Gas Company declares the total consideration for said easement and right-of-way transferred by this document to be Six Thousand Two Hundred Dollar (\$6,200.00)

IN WITNESS WHEREOF, the Grantors have hereto caused this Easement and Right-of-Way to be executed the day and year first above written.

GRANTORS:

CITY OF CHARLESTON

By: _____

Title: _____

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EASEMENT AND RIGHT-OF-WAY

FORM OPS-38

REV 3/14/22 PROC

FOR CORPORATION OR OTHER ENTITY:

STATE OF WEST VIRGINIA

COUNTY OF _____, to wit:

I, _____, a Notary Public in and for said County and State, do hereby certify
that _____, as authorized representative of
_____, signed to the writing above, bearing the date of _____,
has this day acknowledged before me the said writing to be the act and deed of said entity.

Given under my hand this _____ day of _____, 20 ____.

My commission expires _____.

(NOTARY PUBLIC)

Instrument prepared by:

MOUNTAINEER GAS COMPANY

EASEMENT AND RIGHT-OF-WAY

FORM OPS-38

REV 3/14/22

PROC

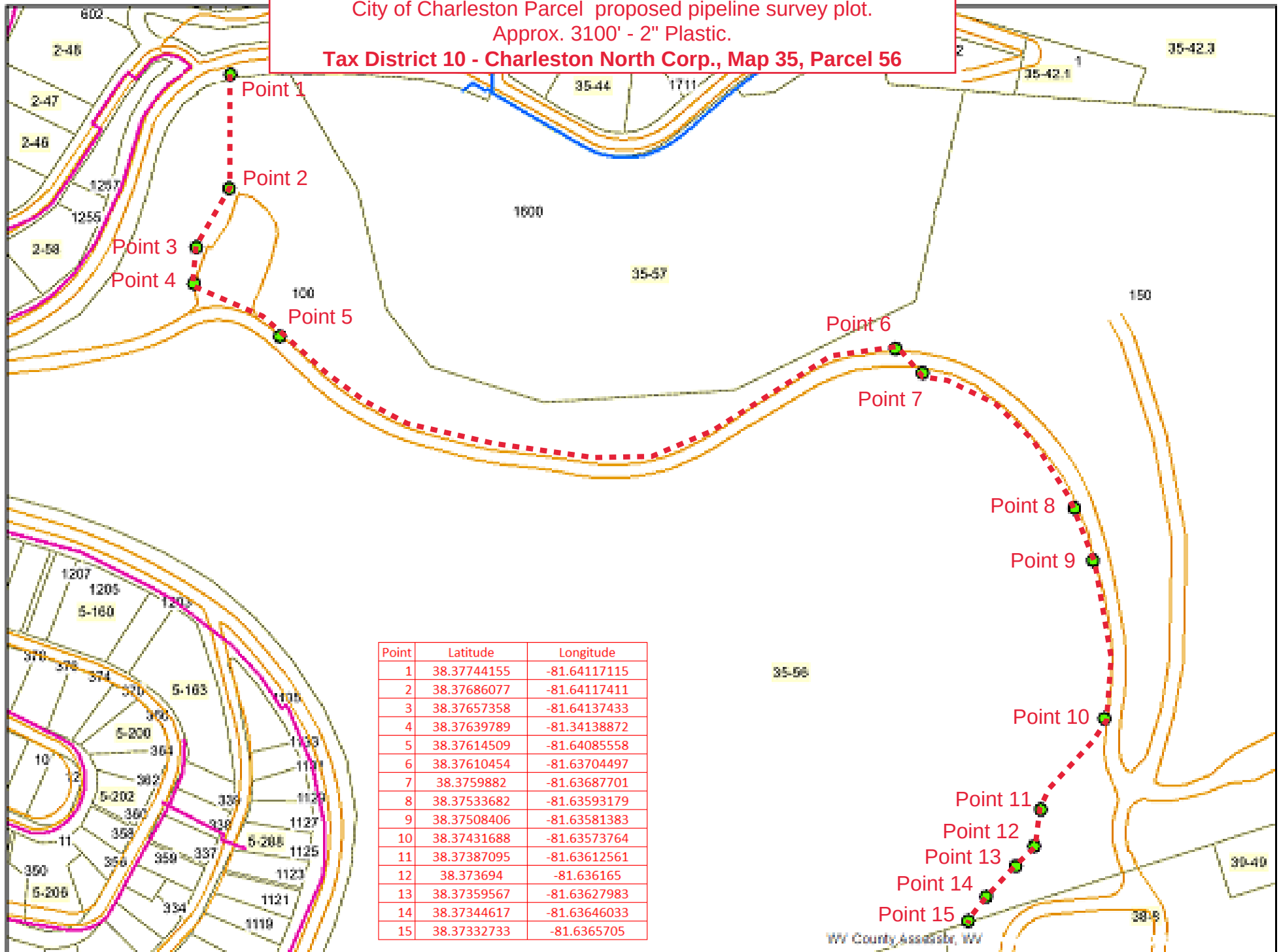


Mountaineer Gas Company - Exhibit A
City of Charleston Parcel proposed pipeline survey plot.
Approx. 3100' - 2" Plastic.
Tax District 10 - Charleston North Corp., Map 35, Parcel 56

Mountaineer Gas Company - Exhibit A
City of Charleston Parcel proposed pipeline survey plot.
Approx. 3100' - 2" Plastic.
Tax District 10 - Charleston North Corp., Map 35, Parcel 56

Mountaineer Gas Company - Exhibit A
City of Charleston Parcel proposed pipeline survey plot.
Approx. 3100' - 2" Plastic.
Tax District 10 - Charleston North Corp., Map 35, Parcel 56

Mountaineer Gas Company - Exhibit A
City of Charleston Parcel proposed pipeline survey plot.
Approx. 3100' - 2" Plastic.
Tax District 10 - Charleston North Corp., Map 35, Parcel 56



1 Resolution No. 803-23

2
3 Introduced in Council:

Adopted by Council:

4
5 May 15, 2023

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12 Resolution No. 803-23 – Authorizing the Mayor or City Manager to enter into an easement and
13 right-of-way agreement with Mountaineer Gas Company for the purpose of installing a pipeline
14 as referenced in the attached documents.

15
16 Be it Resolved by the Council of the City of Charleston, West Virginia:

17
18 That the Mayor or City Manager is hereby authorized to enter into an easement and right-of-
19 way agreement with Mountaineer Gas Company for the purpose of installing a pipeline as
20 referenced in the attached documents.

1 Resolution No. 804-23

2
3 Introduced in Council:

Adopted by Council:

4
5 May 15, 2023

6
7 Introduced by:

Referred to:

8
9 Pat Jones

Finance

10
11
12 Resolution No. 804-23 – Authorizing the Mayor or City Manager to enter into any necessary
13 documents to effectuate trade of City property adjacent to Beech Avenue where the house
14 commonly referred to as 1615 Beech Avenue is encroaching on the public right of way in
15 exchange for property of an equivalent size adjacent to said public right of way for the purpose
16 of providing a parcel necessary for the transfer of good title to the house without any
17 detrimental impact on the City and by receiving fair and adequate consideration.

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

20
21 That the City Council hereby finds as follows:

- 22 1. That the Supplementary Map of Bellevue Addition to Charleston created a public right
23 of way on what is now known as Beech Avenue near its intersection with what is now
24 known as Garfield Street and Amity Drive that is wider than the are on which the roads
25 were constructed and which imagined a connection between what is now Beech Avenue
26 and a paper street listed as North Street, which is effectively a continuation of what is
27 now known as Weyland Drive.
- 28 2. That the house commonly referred to as 1615 Beech Avenue was constructed partially
29 within the right of way in this general area, in a specific area that is of no known or
30 expected use or benefit to the City, but which—if transferred with the parcel containing
31 the remainder of 1615 Beech Avenue—would be of significant necessary benefit to the
32 property owner and the public in general.
- 33 3. That the fair market value of the approximately 0.082 acre portion of the public right of
34 way that the City is trading in exchange for approximately 0.083 acres of an adjacent
35 parcel is less than \$1,000.00.

36
37 And, therefore, that the Mayor or City Manager is hereby authorized to enter into any
38 necessary documents to effectuate the transfer of approximately 0.082 acres of public right of
39 way adjacent to Beech Avenue in exchange for approximately 0.083 acres of property adjacent
40 to the public right of way and another parcel owned by the City of Charleston.

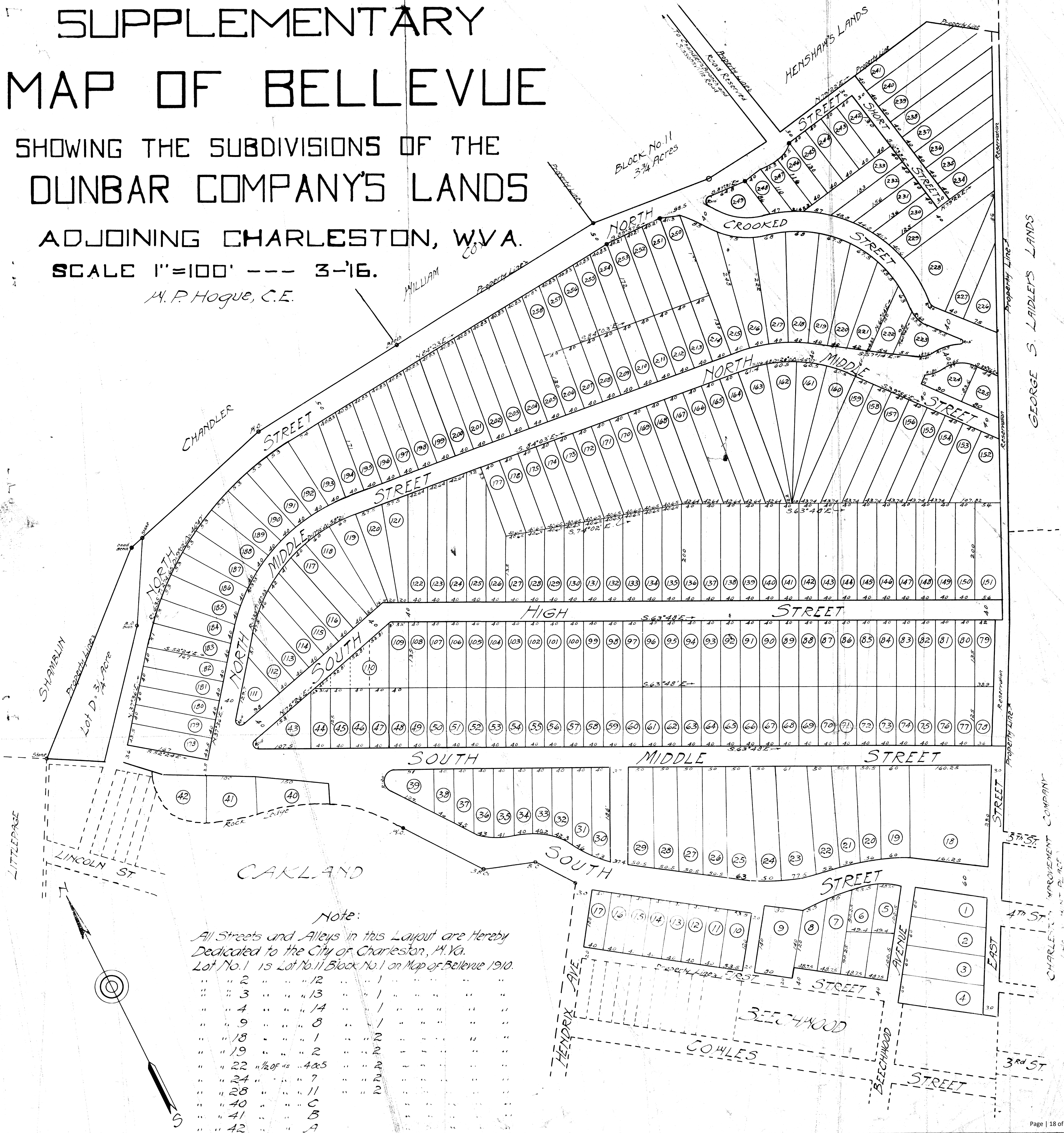
SUPPLEMENTARY MAP OF BELLEVUE

SHOWING THE SUBDIVISIONS OF THE
DUNBAR COMPANY'S LANDS

ADJOINING CHARLESTON, W.VA.

SCALE 1"=100' --- 3-16.

M. P. HOGUE, C.E.



Resolution No. 805-23

Introduced in Council:

Adopted by Council:

May 15, 2023

Introduced by:

Referred to:

Emmett Pepper, Frank Annie, Joe Jenkins,
Joe Solomon and Chelsea Steelhammer

Finance

Resolution No. 805-23 – Authorizing the Mayor or City Manager to enter into the attached Shared Vehicle Operating Agreement between the City of Charleston and Bird Global, Inc.

WHEREAS, the City Council for the City of Charleston adopted Bill No. 7956 on August 15, 2022, authorizing the use of motorized scooters in Charleston, West Virginia and requiring that any person seeking to operate a motorized scooter rental business within the City enter into an agreement with the City, which shall be approved by City Council prior to beginning operations, and

WHEREAS, Bird Global, Inc., has expressed an interest in operating a motorized scooter rental business within the City and has worked with the City's administration to present the attached Shared Vehicle Operating Agreement to address the rental of Bird's Stand-up Electric Scooters, which fits within the City Council's definition of a motorized scooter, as it is an electric drive motor capable of a maximum speed of up to 15 miles per hour.

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

That the Mayor or City Manager is hereby authorized to enter into the attached Shared Vehicle Operating Agreement between the City of Charleston and Bird Global, Inc., to authorize the motorized scooter rental business.

SHARED VEHICLE OPERATING AGREEMENT

This Shared Vehicle Operating Agreement (the “Agreement”) is entered into by and between Bird Global, Inc., a Delaware Corporation, with its headquarters located at 392 NE 191st Street #20388, Miami, FL 33179 (“Company”), and the City of Charleston, a West Virginia Municipal Corporation, located at 501 Virginia St E, Charleston, WV 25301 (the “City”) as of the ____ day of _____, 2023.

WHEREAS, the City’s Council adopted Bill No. 7956 on August 15, 2022, which ended the prohibition on motorized scooters on the streets or alleys of Charleston, West Virginia; and

WHEREAS, pursuant to Bill No. 7956, Section 114-916 of the Municipal Code of the City of Charleston requires “any person seeking to operate a motorized scooter rental business within the city to enter into an agreement with the city, which shall be approved by city council prior to beginning operation”; and

WHEREAS, the Company has expressed an interest in operating a motorized scooter business within the city and the City and Company intend for this Agreement to be presented to City Council for its consideration; and

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

1. Statement and Purpose

The purpose of this Agreement is to establish rules and regulations governing the Company’s operation of a Stand-up Electric Scooter sharing system within the City (the “Rules”), and to ensure that the Rules are consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

2. Term of Agreement

This Agreement and its terms apply to any proposed deployment of a Stand-up Electric Scooter sharing systems within City’s jurisdictional boundaries by Company. This Agreement shall remain in effect for a period of twelve months and shall automatically renew for successive twelve-month periods unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the end of the then-current term.

3. Operating Regulations

- a. Company, and/or its service providers, agents or assigns, shall be responsible for operating a Stand-up Electric Scooter sharing system in the City with the below requirements.

- b. Stand-up Electric Scooter shall mean a device weighing less than 150 pounds, that (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor. If operated after sunset and before sunrise, a Stand-up Electric Scooter shall have all lighting and reflective equipment required by City's Municipal Code of Ordinances § 114-917.
- c. City's regulation of the operation of Stand-up Electric Scooters is contained in its City's Municipal Code of Ordinances § 114-915, *et seq.* and shall be followed by Company and its users.
- d. Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up Electric Scooters shall be 18 or older. Users of Stand-up Electric Scooters who violate these provisions may be cited by City consistent with the Municipal Code of Ordinances.
- e. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up Electric Scooter for members of the public to make relocation requests or to report other issues with devices.
- f. Hours of operation when Company's Stand-up Electric Scooters will be made available to rent in City shall be clearly displayed on the Stand-Up Electric Scooters.
- g. Company shall make no more than 150 Stand-up Electric Scooters available to rent within City's boundaries.

4. Parking

- a. Users of Stand-up Electric Scooters shall park devices upright in the furniture zone of the sidewalk maintaining a pedestrian travel space of at least three (3) feet, beside a bicycle rack or in another area specifically designated for bicycle parking.
- b. Users shall not park Stand-up Electric Scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. Users shall not park Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any news rack.
- e. Users may park Stand-up Electric Scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- f. Users shall not park Stand-up Electric Scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:
 - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - ii. Loading zones;
 - iii. Disabled parking zone;

- iv. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
- v. Curb ramps;
- vi. Entryways; and
- vii. Driveways.
- g. Users of Stand-up Electric Scooters who violate these provisions may be fined by City consistent with any applicable law or regulation: *Provided*, That the City may, at its sole discretion, provide photographic evidence of the violation to Company with date, time, and location details and Company shall pay the fine on behalf of Company's lessee.
- h. City may communicate to Company zones where Stand-up Electric Scooters may not be parked. Such zones may be permanent, of a limited duration, or of a seasonal nature each year. Company shall disallow users from parking Stand-up Electric Scooters in those locations within fourteen days after being notified of the locations.
- i. After obtaining approval from the City Manager, Company may stage its Stand-up Electric Scooters in permitted parking areas as described in this section or on other public property of the City. To the extent Company desires to stage Stand-up Electric Scooters in areas other than the public property, Company must first obtain the right to do so from the appropriate property owner.

5. Operations

- a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- b. In the event a safety or maintenance issue is reported for a specific device, that Stand-up Electric Scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- c. Company shall respond to reports of incorrectly parked Stand-up Electric Scooters continuously parked in one location for more than 36 hours, or unsafe/inoperable Stand-up Electric Scooters, by relocating, re-parking, or removing the Stand-up Electric Scooters, as appropriate, within 24 hours of receiving notice that includes the location of the Stand-up Electric Scooter.
- d. Company shall provide notice to all users that:
 - i. Stand-up Electric Scooters are to be ridden on streets and, where available, in bike lanes and bike paths;
 - ii. Stand-up Electric Scooters are not to be ridden on sidewalks or crowded pedestrian areas;
 - iii. Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iv. Helmets are encouraged for all users;
 - v. Parking must be done in areas that do not block pedestrians and, if possible, in designated scooter or bike parking areas; and

- vi. Users must ride responsibly.
- e. Stand-up Electric Scooter riders are required to take a photo whenever they park their scooter at the end of a ride. Such photographs shall be retained by Company for no less than two years. Requests by the City's Police Department for rider information will have to comply with the legal process Company has in place.
- f. City shall work with Company to establish zones where scooters may not be operated. Such zones may be permanent, of a limited duration, or of a seasonal nature each year. Company shall block the use of the electric motor in Stand-up Electric Scooters in those locations, fourteen days after being notified of the locations.
- g. Company shall provide education to Stand-up Electric Scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.

6. Revenue Sharing

While this program is in effect, Company shall pay the City a revenue-share of \$0.20 per ride, which the City will prioritize to help fund protected bike lanes or other transportation projects within the operating areas, in addition to any other taxes and fees, as required by law. Company shall pay the revenue-share to the City on a quarterly basis, in arrears within 30 days from the end of the preceding month.

7. Data Sharing

City may require Company to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy:

- a. such data is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
- b. any such data provided shall be treated as trade secret and proprietary business information, shall not be shared to third parties without Company's consent, and shall not be treated as owned by the local authority; and
- c. such data shall be considered personally identifiable information, and shall under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy.

8. Indemnification

Company agrees to indemnify, defend and hold harmless City (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company's

operations, except that Company's indemnification obligation shall not extend to claims solely arising out of City's (or City's employees', agents' or affiliates') negligence or willful misconduct, including but not limited to claims related to injuries caused by dangerous conditions on public property. Company's indemnification obligations shall survive for a period of two (2) years after the expiration of this Agreement. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any claim; Company shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

9. Insurance

Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up Electric Scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence/aggregate; and (d) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10. Miscellaneous

a. All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below:

City of Charleston
ATTN: City Manager
501 Virginia Street East
Charleston, WV 25301
citymanager@cityofcharleston.org

All notices and communications to the Company from City shall be made in writing (includes electronic communications) and sent to the address below:

Austin Marshburn
Sr. Dir. - Government Partnerships
8605 Santa Monica Blvd. #20388
West Hollywood, CA 90069
amarshburn@bird.co

b. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

c. This agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by and construed in accordance with the laws of the State of West Virginia. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.

d. The Company may not assign this Agreement to another entity without written approval of the City.

e. The Company acknowledges that City is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 et seq. (the “Freedom of Information Act”) and City contracts are public records under the Freedom of Information Act. Except as otherwise stated herein, this Agreement and other public records may be disclosed without notice to the Company at the City’s sole discretion. Any provision regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with the Freedom of Information Act.

f. All amendments, modifications, alterations or changes to this Agreement shall be by mutual agreement, in writing, and signed by both parties.

g. The Parties agree that the Agreement shall be not construed to extend any personal liability to individuals executing or administering the Agreement on behalf of City or Company. Notwithstanding, this provision shall not be construed to prevent Company or City from taking any and all legal action against any individual who commits fraud related to this Agreement.

Charleston, West Virginia

Bird Global, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Bill No. 7956 Public Safety Committee Substitute as Amended

Introduced in Council:

Adopted by Council:

April 18, 2022

August 15, 2022

Introduced by:

Referred to:

Emmett Pepper, Chad Robinson,
Bobby Reishman,
Caitlin Cook,
Bruce King, Brent Burton and
Joseph Jenkins

Planning, Streets, & Traffic
and Public Safety

Bill No. 7956 Public Safety Committee Substitute as Amended - A BILL to amend and reenact Sections 114-915, 114-916, 114-917, 114-918, and 114-920 of the Municipal Code of the City of Charleston, as amended, all relating to authorizing the use of motorized scooters; updating definitions; requiring operators of motorized scooters to follow traffic laws; setting certain additional requirements for operating a motorized scooter after sunset and before sunrise; detailing additional prohibited acts; and creating criminal penalties for violations.

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

That Sections 114-915, 114-916, 114-917, 114-918, and 114-920 of the Municipal Code of the City of Charleston, as amended, are hereby amended and reenacted, all to read as follows:

CHAPTER 114. – TRAFFIC ORDINANCE.
ARTICLE XIV. – MOTORIZED SCOOTERS.

Sec. 114-915. Definitions.

Except as otherwise provided in this chapter the following words and phrases shall have the meanings set forth below:

“Minor” means any person under the age of 18.

“Motor vehicle” means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

“Motorized scooter” means any non-balancing, tandem two-wheeled device, or self balancing device, that is designed to be stood upon, or ridden by the operator, and is powered by a motor having a maximum piston displacement of less than 50 cubic centimeters or an electric drive motor, that is capable of a maximum speed of not more than 25 miles per hour on a flat surface. “Motorized scooter” does not include a “motorcycle” as defined by W. Va. Code § 17C-1-4, a “motor-driven cycle” as defined by

W. Va. Code § 17C-1-5, a “class 3 electric bicycle” as defined by W. Va. Code § 17C-1-70, an “electric personal assistive mobility device” or “EPAMD” as defined by W.Va. Code § 17C-1-66, or a wheelchair as defined within in this section.

“Mobility-impaired person” means a person who:

- (1) Cannot walk two hundred feet without stopping to rest;
- (2) Cannot walk without the use of or assistance from a brace, cane, crutch, prosthetic device, wheelchair, other assistive device or another person;
- (3) Is restricted by lung disease to such an extent that the person’s force (respiratory) expiratory volume for one second, when measured by spirometry, is less than one liter or the arterial oxygen tension is less than sixty mm/hg on room air at rest;
- (4) Uses portable oxygen;
- (5) Has a cardiac condition to such an extent that the person’s functional limitations are classified in severity as Class III or Class IV according to standards established by the American Heart Association; or
- (6) Is severely limited in his or her ability to walk because of an arthritic, neurological or other orthopedic condition.

“Wheelchair” means a motorized or nonmotorized wheeled device, including a motorized scooter that is designed for, or used by, a mobility-impaired person.

Sec. 114-916. Authorizing the use of motorized scooters.

Motorized scooters may be operated upon the streets or alleys within the City of Charleston, unless otherwise prohibited. The operator of any motorized scooter shall obey and be subject to all traffic laws of the City of Charleston and the State of West Virginia, unless otherwise stated in this Article. Notwithstanding the general authorization to operate motorized scooters, in order to eliminate hazards to public health and safety and to abate the potential public nuisance associated with the placement of rented motorized scooters on the public rights of way, the City Council hereby requires any person seeking to operate a motorized scooter rental business within the City to enter into an agreement with the City, which shall be approved by City Council prior to beginning operation.

Sec. 114-917. Additional requirements for operation between sunset and sunrise.

Every motorized scooter operated after sunset and before sunrise shall be equipped with the following:

- (1) A lamp emitting a white light which, while the motorized scooter is in motion, illuminates the roadway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter.
- (2) A lamp emitting a red light on the rear that is visible from a distance of 500 feet to the rear.
- (3) A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.
- (4) A lamp or lamp combination, emitting a white light, attached to the operator and visible from a distance of 300 feet in front and from the sides of the motorized scooter, may be used in lieu of the lamp required by subsection (1) hereof.

93
94 **Sec. 114-918. Prohibited Acts.**
95

96 Except as specifically authorized herein, no person shall:

97 (1) Operate a motorized scooter unless it is equipped with a brake that will
98 enable the operator to make a braked wheel skid on dry, level, clean pavement.

99 (2) Operate a motorized scooter on a roadway with a speed limit in excess of 30
100 miles per hour.

101 (3) Operate a motorized scooter when the operator is under the age of 16 years
102 of age.

103 (4) Operate a motorized scooter with any passengers in addition to the operator.

104 (5) Operate a motorized scooter carrying any package, bundle or article that
105 prevents the operator from keeping at least one hand upon the handlebars.

106 (6) Operate a motorized scooter upon a sidewalk or on any roadway, path, or
107 other surface that is closed to bicycle traffic.

108 (7) Operate a motorized scooter with the handlebars raised so that the operator
109 must elevate his or her hands above the level of his or her shoulders in order to grasp
110 the normal steering grip area.

111 (8) Leave a motorized scooter lying on its side on any sidewalk, or park a
112 motorized scooter on a sidewalk in any other position, so that there is not an adequate
113 path for pedestrian traffic.

114 (9) Attach the motorized scooter or themselves, by any means, while on the
115 roadway to any other vehicle on the roadway.

116 (10) Operate a motorized scooter while in an impaired state, as defined in W. Va.
117 Code § 17C-5-2.

118
119 **Sec. 114-920. Penalties.**
120

121 Any person who violates sections 114-917, 114-918, or 114-919 of this article
122 shall constitute the commission of a misdemeanor criminal offense, and the city is
123 hereby authorized and empowered to issue a citation and to charge any such person
124 who commits a violation of sections 114-917, 114-918, or 114-919. Any person
125 convicted of a first offense established hereunder shall be fined not less than \$100.00
126 nor more than \$500.00. Any person convicted of a second or subsequent offense
127 established hereunder shall be fined not less than \$250.00, nor more than \$500.00.

Resolution No. 806-23

Introduced in Council:

May 15, 2023

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 806-23 – Authorizing the Mayor or City Manager to purchase four (4) trailer-
2 mounted vacuum leaf loaders from West Virginia Tractor Company for the total amount of
3 \$283,851.80, where the purchase price was determined through a competitive bidding process.
4

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

7 That the Mayor or City Manager is authorized to purchase four (4) trailer-mounted vacuum leaf
8 loaders from West Virginia Tractor Company for the total amount of \$283,851.80.

January 6, 2023

City of Charleston
P.O. Box 2749
Charleston, WV 25330
Attn: Kevin Oxley

Subj: Sourcewell Proposal (4) Trailer Mounted Leaf Loaders

Ladies and Gentlemen:

We are pleased to offer the following described equipment for your consideration:

- 4 ARM Trailer Mounted Leaf Loader complete with a diesel engine, 30 gallon fuel tank, muffler, instruments including tachometer, hour meter, engine safety shut-off switches, engine throttle, battery, 10" heavy duty clutch, direct driven 30" diameter fan producing 24,200 CFM air movement through a 16" X 10' hose, 1/4" plate fan housing, 12 gauge steel discharge duct with a rubber transition cuff, rear mounted 16" X 10' rubber pick-up hose with standard mechanical boom support, heavy duty trailer mounting with single axle and 7.00 X 15-8 tires, lights and reflectors, adjustable eye hitch, parking stand, telescopic tongue, manuals, and all other standard equipment, plus:
Kohler 2504TCR 74HP Final Tier 4 diesel engine
Hydraulic hose support boom system
Hinged radiator screen
Quick disconnect coupler for intake hose
LED strobe light
Fluid coupler drive in lieu of standard
Light weight, flexible intake hose
Delivery and training

SOURCEWELL PRICE: F.O.B. Charleston....\$73,999 EA.....\$295,996

Availability: Currently about 90 days

Terms: Net or municipal lease purchase plan by check or wire transfer

As required by law, we are licensed to do business in West Virginia (West Virginia Tax Dept. #1038-0884), and we are licensed by the WVDMV as a trailer dealer, (DTR-1594).

We qualify for and request the State of West Virginia resident vendor preference in accordance with West Virginia Code 5A-3-37, if honored by the City of South Charleston.

Page 2.

West Virginia Tractor Company is an Equal Opportunity Employer and does not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap or national origin. We are also in compliance with West Virginia Code 21A-2-6, Unemployment and Workers Compensation status with the Bureau of Employment Programs.

Thank you for your consideration. If you have any questions or need any additional information, please feel free to call me at any time. We invite you to visit our web site at www.wvtractor.com. Again, thanks.

Sincerely,

Gary W. Grady, President

Submitted Bids						
Business	Opened at	Status	Bid Total	Submitted at	Signed by	Local Vendor Preference
WV Tractor	05/02/2023 10:00 AM EDT	Responsive	\$283,851.80		5/2/2023 Gary Grady	(\$5,000.00) \$278,851.80

Resolution No. 807-23

Introduced in Council:

Adopted by Council:

May 15, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 807-23 – Approving the proposed Fiscal Year 2023-2024 Coliseum & Convention
- 2 Center and Municipal Auditorium budget as indicated within the attached document.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That the proposed Fiscal Year 2023-2024 Coliseum & Convention Center and Municipal
- 7 Auditorium budget as indicated within the attached document is approved.

**City of Charleston
MUNICIPAL BUDGET
July 1, 2023 - June 30, 2024**

Section 8

**Charleston Coliseum and
Convention Center Revenue Fund**

**City of Charleston
Municipal Budget
FY 2024
Coliseum and Convention Center Revenue Summary**

Rev. Code	Description	Actual FY 2022	Original FY 2023	FY 2023 YTD Amendments	Current FY 2023	YTD March Actual FY 2023	Estimated FY 2024
Operating Revenue							
358-00-0302	Rent	1,671,005	1,925,089		1,925,089	1,485,306	2,616,116
358-00-0304	Commissions	377,746	567,000		567,000	137,624	425,000
358-00-0307	Parking - Buildings & Lots	146,062	166,000		166,000	85,465	155,000
358-00-0311	Centerplate	956,751	782,000		782,000	933,230	976,981
358-00-0312	Patron Services	200,082	238,000		238,000	110,960	250,000
358-00-0313	Security	88,100	90,000		90,000	38,885	65,000
358-00-0314	Advertising	247,085	315,000		315,000	103,314	335,000
358-00-0315	Equipment Rental*	6,119	11,350		11,350	2,396	210,000
358-00-0316	Power Usage	42,863	75,000		75,000	24,405	65,000
358-00-0317	Table Covers/Drapes*	7,662	55,000		55,000	13,786	-
358-00-0318	Rent - PA System*	6,336	15,000		15,000	10,195	-
358-00-0319	Staging*	11,950	25,000		25,000	9,084	-
358-00-0320	Booth Rental	43,240	95,575		95,575	60,071	95,000
358-00-0321	Interest	905	250		250	65,033	108,000
358-00-0322	Piano Rental*	-	1,000		1,000	290	-
358-00-0323	Table Rental*	21,997	62,500		62,500	13,341	-
358-00-0324	Miscellaneous	12,824	28,000		28,000	7,614	12,000
358-00-0325	Building Damages	188	2,000		2,000	-	2,000
358-00-0326	Telephone Rental*	3,240	20,000		20,000	2,325	-
358-00-0327	Audio/Visual Equipment	120,928	336,550		336,550	117,741	175,000
358-00-0329	Carpet Rental*	14,942	57,000		57,000	5,915	-
358-00-0330	Drayage*	500	1,000		1,000	500	-
	Total Operating Revenue	3,980,524	4,868,314	-	4,868,314	3,227,479	5,490,097
Non-Operating Revenue							
358-00-0331	CC Capital Improvement Fee	249,877	307,191		307,191	168,972	309,559
358-00-0341	Trf In/Gen. Fund - Debt Svc	520,620	578,000	(44,494)	533,506	401,220	478,000
358-02-0341	Trf In/Gen. Fund - Other	719,767	900,000		900,000	343,401	900,000
358-00-0342	Transfers In/Coal Severance	155,726	100,000	44,494	144,494	185,292	200,000
358-00-0343	Transfers In/Cap. Imp. Fund	367,641			-	177,514	-
358-00-0344	Transfers In/MA Cap. Imp Fnd	-	-		-	24,802	-
358-00-0346	Transfers In/Grant Fund	21,369	-		-	-	-
381-11-0000	Energy Rebates	2,846			-	-	-
	Total - Non Operating Revenue	2,037,847	1,885,191	-	1,885,191	1,301,200	1,887,559
	Total Revenue	6,018,371	6,753,505	-	6,753,505	4,528,680	7,377,656

*Various equipment rental lines were combined for FY 2024

**City of Charleston
Municipal Budget
FY 2024**

Fund 402 Charleston Coliseum and Convention Center Fund
Department 910 CCCC/Municipal Auditorium
Unit 00 Municipal Auditorium Operations

Full Time Employees	0
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD March Actual	FY 2024 Proposed
Contractual Services							
000-2-211	Telephone	696			-	351	-
000-2-213	Utilities	129,975	90,000		90,000	73,444	90,000
000-2-215	Mtce & Repair - Bldg/Ground	2,420	20,000		20,000	-	20,000
000-2-219	Building & Equipment Rent	-	960		960	-	960
000-2-230	Contracted Services	-	500		500	200	500
Total Contractual Services		133,092	111,460	-	111,460	73,996	111,460
Commodities							
000-3-341	Materials & Supplies	9,694	20,000		20,000	683	20,000
Total Commodities		9,694	20,000	-	20,000	683	20,000
Total Municipal Auditorium Operations		142,786	131,460	-	131,460	74,678	131,460

**City of Charleston
Municipal Budget
FY 2024**

Fund 402 Charleston Coliseum and Convention Center Fund
Department 910 CCCC/Municipal Auditorium
Unit 01 CCCC Operations

Full Time Employees	42
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD March Actual	FY 2024 Proposed
Personal Services							
000-1-103	Salaries & Wages	710,081	743,670		743,670	507,504	753,438
000-1-104	FICA	52,236	53,831		53,831	37,231	57,638
000-1-105	Medical & Life Insurance	130,717	132,634		132,634	101,134	143,296
000-1-106	PERS	70,712	63,330		63,330	45,545	67,809
000-1-111	Dental & Optical Insurance	7,255	8,891		8,891	7,331	7,776
000-1-112	Employee Insurance Cont.	(27,291)	(19,278)		(19,278)	(17,286)	(18,000)
000-1-113	OPEB - Current	20,000	20,000		20,000	-	20,000
Total Personal Services		963,712	1,003,078	-	1,003,078	681,459	1,031,957
Contractual Services							
000-2-211	Telephone	47,212	37,200		37,200	24,706	35,000
000-2-212	Printing	8,352	21,450		21,450	-	3,500
000-2-213	Utilities	744,076	658,000		658,000	555,879	979,000
000-2-214	Travel	7,354	35,150		35,150	6,435	18,000
000-2-215	Mtce & Repair - Bldg/Ground	63,155	145,000		145,000	4,057	80,000
000-2-216	Mtce & Repair - Equipment	78,257	100,000		100,000	78,143	75,000
000-2-218	Postage	2,034	2,420		2,420	1,262	3,200
000-2-219	Building & Equipment Rent	151,153	229,040		229,040	85,728	119,040
000-2-220	Advertising & Legal Pub	40,629	51,250		51,250	54,835	75,000
000-2-221	Training	977	6,500		6,500	399	4,000
000-2-222	Dues & Subscriptions	29,063	1,850		1,850	1,058	3,300
000-2-226	Insurance - WC & UC	14,900	17,561		17,561	10,941	14,992
000-2-227	Insurance - Liability	279,684	322,993		322,993	222,201	325,000
000-2-230	Contracted Services	545,169	585,000		585,000	446,283	630,000
002-2-230	OVG Operations	1,204,122	1,641,000		1,641,000	1,190,628	1,959,122
003-2-230	OVG Management Fee	158,700	154,500		154,500	129,142	182,521
004-2-230	OVG Performance Fee	-	316,892		316,892	111,401	322,320
005-2-230	OVG Qualatative Fee	-	30,000		30,000	30,000	30,000
Total Contractual Services		3,374,837	4,355,806	-	4,355,806	2,953,099	4,858,995
Commodities							
000-3-341	Materials & Supplies	286,143	252,870		252,870	256,433	330,000
000-3-343	Gas, Oil & Tires	281	2,500		2,500	76	2,500
000-3-345	Uniforms	17,558	18,600		18,600	21,125	35,000
Total Commodities		303,982	273,970	-	273,970	277,635	367,500
Contributions & Other							
000-5-566	Contributions to Other Funds	198,898	307,191		307,191	128,397	309,559
000-6-671	Principal on Bonds	570,000	610,000		610,000	610,000	635,000
000-6-672	Interest on Bonds	113,888	67,490		67,490	66,813	38,675
000-6-674	Bond Service Charges	4,084	4,510		4,510	4,074	4,510
Total Contributions & Other		886,870	989,191	-	989,191	809,284	987,744
Total CCCC Operations		5,529,401	6,622,045	-	6,622,045	4,721,477	7,246,196

**City of Charleston
Municipal Budget
FY 2024**

Fund 402 Charleston Coliseum and Convention Center Fund
Department 910 CCCC/Municipal Auditorium
Unit 01 CCCC Operations

Authorized Full Time Positions & Salary Schedule

FY 2023 Current Approved		
Title	FLSA/Paygrade	FTE
General Manager	OVG	1
Asst GM/Director of Operations	OVG	1
Business Manager Civic Center	E/115	1
Director of Finance	OVG	1
Director of Marketing	OVG	1
Director of Sales	OVG	1
Director of Production Services	OVG	1
Box Office Manager	E/111	1
Booking Manager	OVG	1
Marketing Manager	OVG	1
Asst Box Office Manager	OVG	1
Convention Center Sales	OVG	3
Event Mngr/Production Services	OVG	1
Event Coordinator	OVG	2
Operations Coordinator	OVG	1
Production/Event Coordinator	OVG	1
Safety & Security Coordinator	E/112	1
Technology Services Coordinator	N-COMP/113	1
Administrative Assistant I	N-OT/109	1
Box Office Assistant	OVG	1
Front Desk Supervisor	OVG	1
Housekeeping Supervisor	OVG	1
Engineering Assistant	N-COMP/111	1
Maintenance Technician	N-OT/109	5
Operations Conversion Tech II	N-OT/109	2
Operations Conversion Tech II	OVG	2
Operations Conversion Tech I	OVG	4
Facility Support Technician	N-OT/106	4
Total		43

FY 2024 Proposed		
Title	FLSA/Paygrade	FTE
General Manager	OVG	1
Asst GM/Director of Operations	OVG	1
Business Administrator Civic Cer	E/119	1
Director of Finance	OVG	1
Director of Marketing	OVG	1
Director of Production Services	OVG	1
Box Office Manager	E/111	1
Booking Manager	OVG	1
Marketing Manager	OVG	1
Asst Box Office Manager	OVG	1
Convention Center Sales	OVG	3
Event Mngr/Production Services	OVG	1
Event Coordinator	OVG	4
Operations Coordinator	OVG	1
Safety & Security Coordinator	E/112	1
Technology Services Coordinator	N-COMP/113	1
Administrative Assistant I	N-OT/109	1
Box Office Assistant	OVG	1
Housekeeping Supervisor	OVG	1
Engineering Assistant	N-COMP/111	1
Maintenance Technician	N-OT/109	6
Operations Conversion Tech II	OVG	3
Operations Conversion Tech I	OVG	4
Facility Support Technician	N-OT/106	4
Total		42

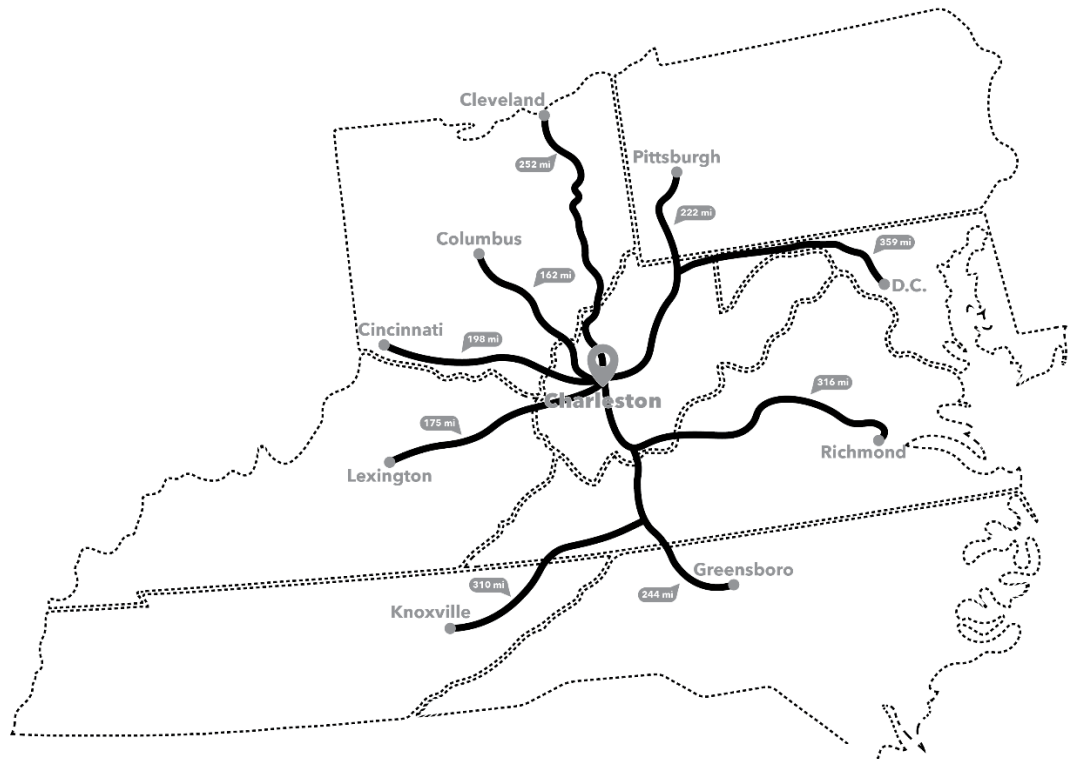
FY 2023 Current Approved	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	703,670
Irregular Part Time (IPT)	
Overtime	40,000
Tool Allowance	-
Total	743,670

FY 2024 Proposed	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	723,438
Irregular Part Time (IPT)	
Overtime	30,000
Tool Allowance	-
Total	753,438



Charleston
Coliseum

Convention Center



All Roads Lead To Charleston – National Routing Graphic

[CHARLESTON COLISEUM & CONVENTION COMPLEX BUDGET PROPOSAL]

The following budget proposal for the Charleston Coliseum & Convention Complex is based on financial analytics performed by the Center's Management Team through FY2021-2023. Our recommendations reflect the results of those analytics, as well as an overall evaluation of indirect expenses incurred by the facility during the pre-covid event activities.

FISCAL YEAR JULY 2022 – JUNE 2023

OVERVIEW

The OVG360 Charleston management team has positioned the Charleston Coliseum and Convention Complex as the live event and meeting destination in West Virginia and the Mid-Atlantic & Appalachian Region. To accomplish this goal, the center's management team has identified and implemented several key factors that have built the foundation for the Charleston Coliseum and Convention Complex to succeed:

- Position the Charleston Coliseum Convention Center and Municipal Auditorium, through the philosophy of "All Roads Lead to Charleston" for events and shows in the Mid-Atlantic & Appalachian region.
- Direct relationships with touring promoters, agents, and partners to build a significant volume of events in FY2022-2023 and establishment of confirmed and potential show activity for FY2023-2024
- Continued Review of rental rates and services, adjusting where needed to better reflect the regional market.
- Proactively working with the Charleston CVB, City Leaders, City Departments and Community partners to provide the best experiences possible for visitors to the facility, downtown Charleston and Kanawha County, and the larger Metro Valley Region.
- Actively updating marketing strategies, digital media, rental packages and rates, group sales and operations to generate increased facility activity and awareness.
- Establishment positive income generating business and development of the outside garden space in the parking lot of the Auditorium to return concessions revenue that is unattainable without the expanded service area.

FISCAL YEAR JULY 2022 – JUNE 2023

REVIEW

In FY2022 - 2023 we continued to experience growth in activity and attendance at live events. Operationally, the CCCC is projecting to end the 2022-2023 year with **284** events spanning **608** total event days of activity within the Convention Center, Auditorium and Coliseum venues. The CCCC was allocated **\$900,000** in budgeted funding from the City of Charleston to support monthly costs associated with the Center based on the Cash accounting method utilized by the City to fund the Center's operational cash flow requirements. The positive momentum of event activity achieved YTD for FY2022 – 2023 resulted in cash support for operations of **\$(343,401)**.

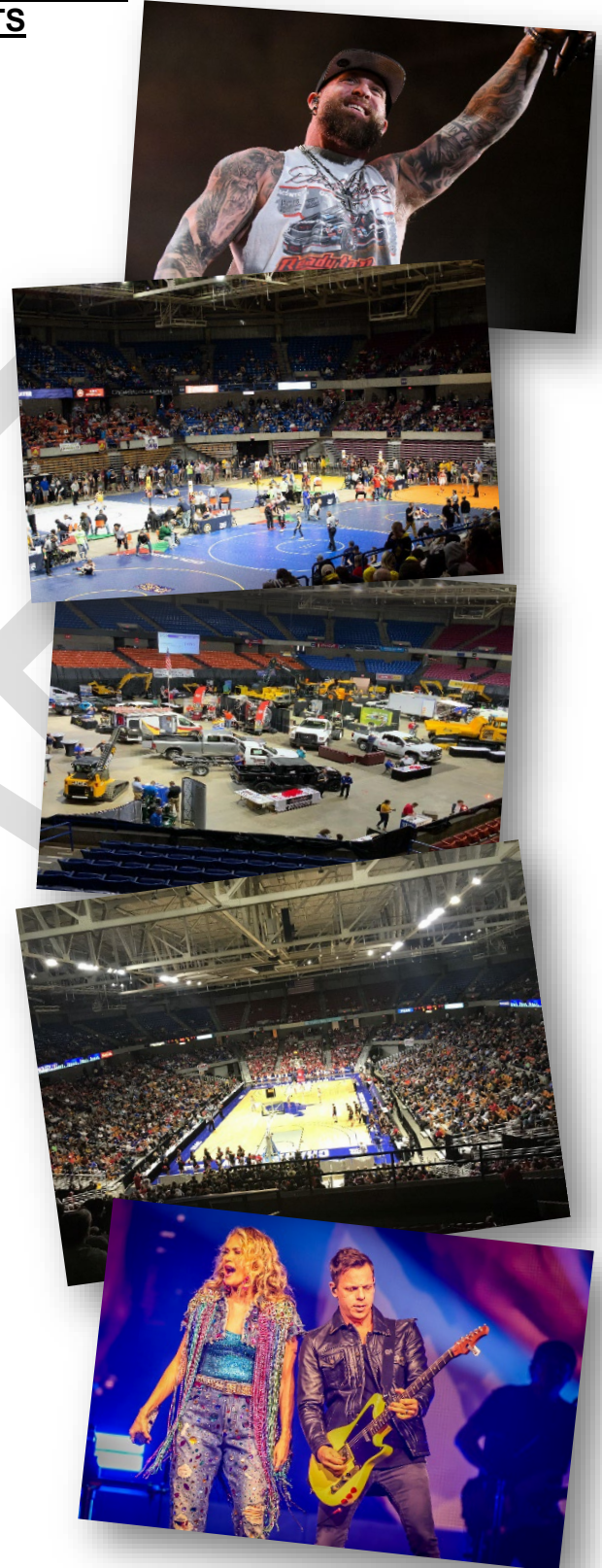
This past fiscal year's successful live event schedule, contributed significantly to the facilities success with the CCCC hosting 21 events selling 90% or more of available capacity, 16 of which resulted in **Sold Out Shows** during the FY2022 - 2023 fiscal year. Highlights include:

- Chris Stapleton, 1st sold out show of the year in July 2022 – Country Concert in the Coliseum
- March 2023 resulted in breaking existing concessions and catering revenue monthly goals.
- 6 sold out shows in the Little Theater as part of the new comedy series initiative to generate activity
- Increase of 2 nights of Professional Bull Riding resulting 1 sold out night and 2nd exceeding last year.

This continued positive momentum in activity has resulted in some positive gains leading into the 4th quarter of the Fiscal Year 2022-2023 resulting in 2 new records in concessions and catering revenue generated. This activity provides a good outlook for the upcoming year with future bookings looking stronger than ever.

ACTIVITY YEARS FY 2022 – 2023 NOTABLE EVENTS

- WV State High School Basketball Tournament
- Chris Stapleton – **SOLD OUT**
- Steve-O – **SOLD OUT** x 2 shows
- EXPO – WV Contractors
- WVSSAC State Volleyball Tournament
- Reba – **SOLD OUT**
- Tsubasacon
- Home Free – **SOLD OUT**
- WV Youth Wrestling Championships
- Elkview Middle School Archery Tournament
- WV Auto and Truck Dealers Association
- Trinity of Terror– **SOLD OUT**
- Joe Gatto – **SOLD OUT** x 2 shows
- TBT West Virginia Regional
- WV Hunting and Fishing Show
- Carrie Underwood – **SOLD OUT**
- Professional Bull Riding – **SOLD OUT**
- Rodney Carrington – **SOLD OUT**
- WV Music Educators Association
- WV State Science Fair
- Capital City Youth Convention
- Bert Kreischer – **SOLD OUT**
- FFDP & Brantley Gilbert – **SOLD OUT**
- Bored Teachers - **SOLD OUT** x 2 shows
- NRA Dinner
- YWCA Women of Achievement
- Rough and Rowdy - over -90%
- WVSU Black and Gold Gala
- WV American Choral Directors Conference
- WV Small Farms Conference
- American Cornhole Organization Charleston Major
- American Heart Association Gala
- Vantage Volleyball



FISCAL YEAR 2023 - 2024 BUDGET PROJECTIONS

FY2022 - 2023 saw continued growth of event activity for the Coliseum and Convention Center. The local hotel market continues rebounding, amusement tax collection continues to see significant gains and activity overall in downtown Charleston continues to indicate a positive momentum, maintaining the goal of “all roads lead to Charleston”. The FY2023 - 2024 budget is based upon the same premise that the conference and convention market will continue recovery at a moderate pace, that our focus continues to drive youth sports and live event date availability and to grow the consumer show and regional meeting availability to maximize the use of the complex’s venues.

The FY2023 - 2024 budget is made with the confidence that activity will continue to improve; and while the first quarter of bookings at the CCCC prove strong and serve to generate much needed cashflow at the beginning of the fiscal year, questions remain as to the possibility of what is to come later in the year; with higher costs of goods, services and supply issues with materials and labor. Given all the factors and careful evaluation of each of the event categories, we continue to remain positive that the CCCC will maintain a similar path towards growth and financial stability over this coming and future years. The forecast also proposes that the CCCC team will continue to protect and improve the CCCC through continued increases to the CIF fund; providing for capital improvement and maintenance, proving the City’s investment to the market and region a shining example of the growth and development in Charleston.

The FY2023 - 2024 CCCC budget is summarized in the following:

Conference Center forecasted revenue for the FY2022 - 2023 period of **\$1,567,666** from a total of **179** events. Categories include Banquets, Conference Events, Meetings Large and Small and Convention activity.

Consumer and Tradeshows are anticipated to generate revenue of **\$1,017,430** from **27** budgeted events. Returning this coming year among others will be Tsubasacon, Brick fest, Jurassic Quest, and The WV International Auto Show.

Concerts and Family shows forecast gross ticket sales activity of **\$8,134,315** from **48** budgeted events in the coliseum and little theater. This activity will also provide revenue to the capital improvement fund collection, convenience and ancillary income revenue categories including concessions revenue. Continued updates to Grab and Go opportunities, new concept development and concession stand updates will continue in FY2023 - 2024.

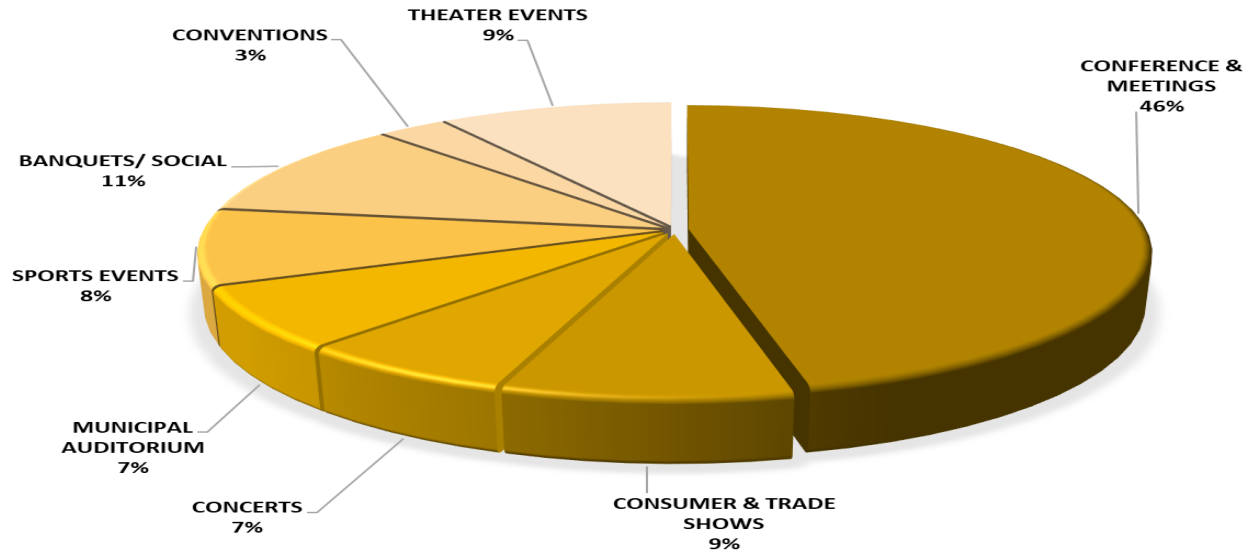
Municipal Auditorium shows have an anticipated gross Ticket sales of **\$2,008,479** through **21** shows. This will also provide revenue to the capital improvement fund collection, convenience, and ancillary income revenue categories. Challenges with access for show production, adequate concession and merchandise space and servicing the event needs through easy access to internet or network infrastructure are anticipated to continue through the FY2023 - 2024 season.

Miscellaneous Sporting Events. For the FY2023 - 2024 we will continue to see anticipated growth in youth sport activity, projected to generate approximately **\$517,443** in net event activity from **25** events.

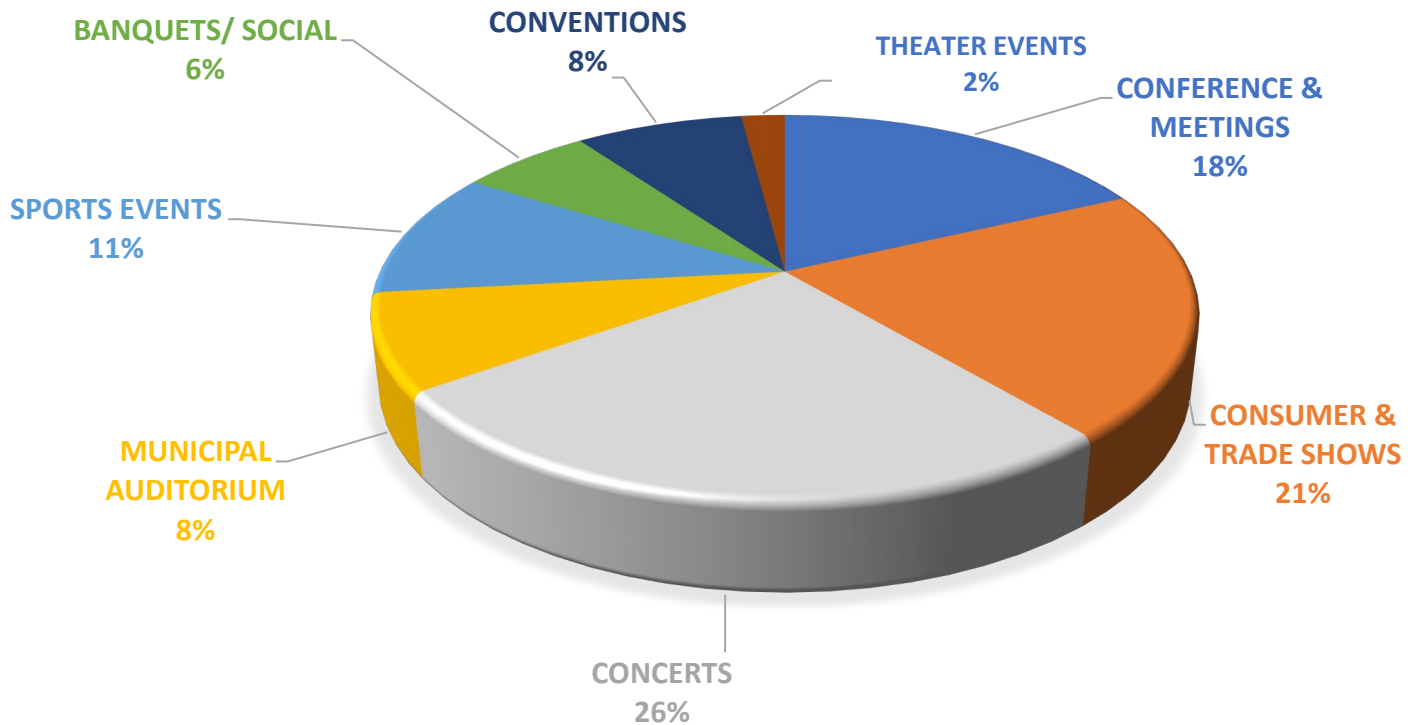
With growth projected in these categories for FY2023 - 2024 and operating revenue sources, we anticipate a **\$5,490,097** in gross operating income for FY2023 - 2024.

With continued increase in event activity and a focus on implementing additional maintenance and required updates to facility equipment and infrastructure components, anticipated operating expenses are projected at **\$6,389,912** for FY2023 - 2024.

FY2023 - 2024 BUDGET BREAKDOWN OF ACTIVITY
Charleston Coliseum and Convention Complex Budgeted Events
 July 2023 Through June 2024 (300 events)



EVENT OPERATING INCOME FY 2023 - 2024 Budget
 Breakdown of income by event type



Resolution No. 808-23

Introduced in Council:

May 15, 2023

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 808-23 – Authorizing the Mayor or City Manager to enter into a contract with
2 Tim Hogan’s Flooring in the amount of \$55,492 for the purchase and installation of new
3 carpeting in several offices at City Hall and the City Services Center, where the contract price
4 was determined through a competitive bidding process.

5

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

7

8 That the Mayor or City Manager is authorized to enter into a contract with Tim Hogan’s
9 Flooring in the amount of \$55,492 for the purchase and installation of new carpeting.

Submitted Bids						
Business	Opened at	Status	Bid Total	Submitted at	Submitted by	Local Vendor Preference
Tim Hogan's Flooring	2023-04-26 14:02:43 UTC	Responsive	\$55,492.00	4/26/2023	Melinda Yeager	(\$2,219.68) \$53,272.32
NSI Inc.	2023-04-26 14:02:43 UTC	Uresponsive	\$51,510.00	4/26/2023	Henry Correa	Not Submitted

1 Resolution No. 809-23

3 Introduced in Council:

Adopted by Council:

5 May 15, 2023

7 Introduced by:

Referred to:

9 Joseph Jenkins

Finance

12 Resolution No. 809-23 – Authorizing the Mayor or City Manager to enter into a contract with
13 Mr. Asphalt, Inc., in the total amount of \$3,628,750 to perform asphalt street paving
14 construction services, where the contract price was determined through a competitive bidding
15 process.

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

18 That the Mayor or City Manager is authorized to enter into a contract with Mr. Asphalt, Inc., in
19 the total amount of \$3,628.750 to perform asphalt street paving construction services, where
20 the contract price was determined through a competitive bidding process.

Submitted Bids for E40523-149U Resurfacing City Streets

Business	Opened at	Status	Bid Total	Submitted at	Signed by	Local Vendor Preference
Mr. Asphalt	05/09/2023 10:00 AM EDT	Responsive	\$3,628,750.00		5/9/2023 Greg Boggess	(\$5,000.00) \$3,623,750
WV Paving	05/09/2023 10:00 AM EDT	Responsive	\$3,697,100.00		5/9/2023 Chet Rodabaugh	(\$5,000.00) \$3,692,000

Preliminary 2023 PAVING List

Street Name	Ward	To and From	Length	Width	Est. SY	Est. Tons	Est. W/C Cost	Milled	Est. Mill Cost	Est. Street Total
5th Ave W	1	26th to 29th St	950	20	2111	176	\$22,870.37	TRUE	\$6,333.33	\$29,203.70
North Arthur Dr	1	Washington to Libby	1950	22	4767	397	\$51,638.89	TRUE	\$14,300.00	\$65,938.89
Washington St W	1	26th St to North Arthur	2950	22	7211	601	\$78,120.37	TRUE	\$21,633.33	\$99,753.70
Kemp Ave	1	Patrick to End	550	24	1467	122	\$15,888.89	TRUE	\$4,400.00	\$20,288.89
Cliffview Ave	1	Michael to End	820	15	1367	114	\$14,805.56	TRUE	\$4,100.00	\$18,905.56
Rebecca St	1	7th Ave to 6th Ave	360	11	440	37	\$4,766.67	FALSE	\$0.00	\$4,766.67
Sugar Creek Dr	2	Rt. 21 to Falcon	580	20	1289	107	\$13,962.96	TRUE	\$3,866.67	\$17,829.63
Craze Dr	2	Sugar Creek to Aliff	385	19	813	68	\$8,805.09	FALSE	\$0.00	\$8,805.09
Sugar Creek Dr	2	1558 to End	1100	18	2200	183	\$23,833.33	FALSE	\$0.00	\$23,833.33
Beech Ave	3	West Ave to Edgewood	1500	21	3500	292	\$37,916.67	TRUE	\$10,500.00	\$48,416.67
Stephen Ave	3	Beech to Fergusen	375	17	708	59	\$7,673.61	TRUE	\$2,125.00	\$9,798.61
Garden St	3	Garvin to Hunt	570	20	1267	106	\$13,722.22	TRUE	\$3,800.00	\$17,522.22
Viewmont Dr	3	Gilbert to End	350	20	778	65	\$8,425.93	TRUE	\$2,333.33	\$10,759.26
Summit Dr	3	Fairview to Somerset	1420	20	3156	263	\$34,185.19	TRUE	\$9,466.67	\$43,651.85
Park Ave	3	Washington to Beech	1310	20	2911	243	\$31,537.04	TRUE	\$8,733.33	\$40,270.37
Madison St	4	Florida to Russel	1400	17	2644	220	\$28,648.15	TRUE	\$7,933.33	\$36,581.48
Adam St	4	7th Ave to Madison	330	24	880	73	\$9,533.33	TRUE	\$2,640.00	\$12,173.33
Hunt Ave	4	7th Ave to Madison	300	19	633	53	\$6,861.11	TRUE	\$1,900.00	\$8,761.11
Russel St	4	Washington to 7th Ave	285	16	507	42	\$5,488.89	TRUE	\$1,520.00	\$7,008.89
4th Ave	4	Stockton to Florida	1150	32	4089	341	\$44,296.30	TRUE	\$12,266.67	\$56,562.96
Lower Chester	5	Chester to Chester	1170	19	2470	206	\$26,758.33	TRUE	\$7,410.00	\$34,168.33
Highland Rd	5	1100 & 1200 Block	1610	20	3578	298	\$38,759.26	TRUE	\$10,733.33	\$49,492.59
Cleveland Ave	5	Edgewood to Somerset	700	20	1556	130	\$16,851.85	TRUE	\$4,666.67	\$21,518.52
Somerset Dr	5	Highland to Summit	500	20	1111	93	\$12,037.04	TRUE	\$3,333.33	\$15,370.37
Couch St	6	Randolph to Virginia	280	30	933	78	\$10,111.11	TRUE	\$2,800.00	\$12,911.11
Tennessee Ave	6	Randolph to Washington	1300	40	5778	481	\$62,592.59	TRUE	\$17,333.33	\$79,925.93
Virginia St	6	Beuhring to Delaware	750	40	3333	278	\$36,111.11	TRUE	\$10,000.00	\$46,111.11
Crescent Rd	7	Watts to Buchanan	530	21	1237	103	\$13,397.22	TRUE	\$3,710.00	\$17,107.22
Aelthea St	7	Pennsylvania to End	220	32	782	65	\$8,474.07	TRUE	\$2,346.67	\$10,820.74
Beulah St	7	Pacific to End	2000	15	3333	278	\$36,111.11	FALSE	\$0.00	\$36,111.11
Jane St	7	Claire to Albert	250	21	583	49	\$6,319.44	TRUE	\$1,750.00	\$8,069.44
Westmoreland Rd	7	Bigley to Odell	165	32	587	49	\$6,355.56	TRUE	\$1,760.00	\$8,115.56
Preston St	7	Whitney to Elmore	780	22	1907	159	\$20,655.56	TRUE	\$5,720.00	\$26,375.56
Hudson St	7	Monroe to Hillsdale	650	20	1444	120	\$15,648.15	TRUE	\$4,333.33	\$19,981.48
Albert St	7	Jane to Woodbine	430	22	1051	88	\$11,387.04	TRUE	\$3,153.33	\$14,540.37
Woodbine Ave	7	Albert to the slip repair	420	22	1027	86	\$11,122.22	TRUE	\$3,080.00	\$14,202.22
West Summit Dr	7	Summit Dr to End	1200	19	2533	211	\$27,444.44	TRUE	\$7,600.00	\$35,044.44
Summit Dr	7	White Oak to 1550 Summit	700	24	1867	156	\$20,222.22	TRUE	\$5,600.00	\$25,822.22
Hillsdale Dr	7	Claire to Preston	280	22	684	57	\$7,414.81	TRUE	\$2,053.33	\$9,468.15
Whitney St	7	Hudson to Claire	675	20	1500	125	\$16,250.00	TRUE	\$4,500.00	\$20,750.00
Charmac Dr	7	Garrison to End	680	13	982	82	\$10,640.74	FALSE	\$0.00	\$10,640.74
Hinton Terrace	8	North Dr to Sunset	600	23	1533	128	\$16,611.11	TRUE	\$4,600.00	\$21,211.11

Sunset Dr	8	Hinton Terr. to Hinton Terr.	2100	18	4200	350	\$45,500.00	TRUE	\$12,600.00	\$58,100.00
North Dr	8	Hinton Terr. to Hinton Terr.	300	19	633	53	\$6,861.11	TRUE	\$1,900.00	\$8,761.11
Morris St	9	Blvd to Virginia	450	30	1500	125	\$16,250.00	TRUE	\$4,500.00	\$20,750.00
Brooks St	9	Blvd to Quarrier	1000	30	3333	278	\$36,111.11	TRUE	\$10,000.00	\$46,111.11
Mcfarland St	9	Quarrier to Blvd	750	30	2500	208	\$27,083.33	TRUE	\$7,500.00	\$34,583.33
Dickinson St	9	Quarrier to Virginia	330	31	1137	95	\$12,313.89	TRUE	\$3,410.00	\$15,723.89
Laidley St	9	Blvd to Quarrier	680	54	4080	340	\$44,200.00	TRUE	\$12,240.00	\$56,440.00
Hale St	9	Blvd to Virginia	375	26	1083	90	\$11,736.11	TRUE	\$3,250.00	\$14,986.11
1200 Block Alley	9	Between Virginia and Quarrier	650	13	939	78	\$10,171.30	TRUE	\$2,816.67	\$12,987.96
Thompson St	10	Wahington to Jackson	300	20	667	56	\$7,222.22	TRUE	\$2,000.00	\$9,222.22
Dixie St	10	Nancy to Thompson	700	30	2333	194	\$25,277.78	TRUE	\$7,000.00	\$32,277.78
Jackson St	10	Thompson to Nancy	700	33	2567	214	\$27,805.56	TRUE	\$7,700.00	\$35,505.56
Ariel Heights	11	Andover to End	1750	20	3889	324	\$42,129.63	TRUE	\$11,666.67	\$53,796.30
Bench Rd	11	Oakridge to Bench Way	680	21	1587	132	\$17,188.89	FALSE	\$0.00	\$17,188.89
Bakers Fork Rd	11	Oakridge to Bench Rd	2280	22	5573	464	\$60,377.78	FALSE	\$0.00	\$60,377.78
Oakridge Dr	11	Eastview to Wertz	310	21	723	60	\$7,836.11	TRUE	\$2,170.00	\$10,006.11
Townsend Dr	11	Oakridge to End	230	20	511	43	\$5,537.04	TRUE	\$1,533.33	\$7,070.37
Pinnacle Dr	11	Pinnacle Woods to End	920	20	2044	170	\$22,148.15	TRUE	\$6,133.33	\$28,281.48
Dalton Way	12	Chelsea to Private Dr	160	15	267	22	\$2,888.89	TRUE	\$800.00	\$3,688.89
Chelsea Dr	12	Suncrest Pl. to Suncrest Dr.	520	17	982	82	\$10,640.74	TRUE	\$2,946.67	\$13,587.41
Suncrest Rd	12	Daverton to End	1400	20	3111	259	\$33,703.70	TRUE	\$9,333.33	\$43,037.04
Churchill Dr	12	Wilkie to Maefair	1810	21	4223	352	\$45,752.78	TRUE	\$12,670.00	\$58,422.78
Lucado Rd	13	Rt 119 to Smith Rd	1500	24	4000	333	\$43,333.33	TRUE	\$12,000.00	\$55,333.33
Kinser Rd	13	Green Meadow to End	600	20	1333	111	\$14,444.44	FALSE	\$0.00	\$14,444.44
Shamrock Rd	13	Londonderry to End	980	24	2613	218	\$28,311.11	TRUE	\$7,840.00	\$36,151.11
Woodside Circle	13	Huber to Huber	700	20	1556	130	\$16,851.85	TRUE	\$4,666.67	\$21,518.52
Woodside Circle Alley	13	Woodside to Woodside	500	14	778	65	\$8,425.93	TRUE	\$2,333.33	\$10,759.26
Linden Rd	14	Holly to 601 Linden	600	16	1067	89	\$11,555.56	FALSE	\$0.00	\$11,555.56
Druid Place	14	Oakmont to End	375	18	750	63	\$8,125.00	TRUE	\$2,250.00	\$10,375.00
Oakmont Rd	14	Hazel to Hazel	1925	18	3850	321	\$41,708.33	TRUE	\$11,550.00	\$53,258.33
Walnut Rd	14	Oakmont to Locust	350	19	739	62	\$8,004.63	TRUE	\$2,216.67	\$10,221.30
Locust Rd	14	Circle Rd to End	550	20	1222	102	\$13,240.74	TRUE	\$3,666.67	\$16,907.41
Chestnut Rd	14	Walnut to Comstock	850	21	1983	165	\$21,486.11	TRUE	\$5,950.00	\$27,436.11
Lookout Rd	14	Bridge to Abney	760	20	1689	141	\$18,296.30	TRUE	\$5,066.67	\$23,362.96
Bridge Rd	14	Dickinson to Cedar Rd	2075	24	5533	461	\$59,944.44	TRUE	\$16,600.00	\$76,544.44
Bridge Rd	14	Walnut to Birch	1310	24	3493	291	\$37,844.44	TRUE	\$10,480.00	\$48,324.44
Bedford Rd	15	End to End	4200	21	9800	817	\$106,166.67	TRUE	\$29,400.00	\$135,566.67
Tennis Club Rd	15	Oakwood to Presidential	2050	25	5694	475	\$61,689.81	TRUE	\$17,083.33	\$78,773.15
Presidential Dr	15	Tennis Club to John Adams	2300	22	5622	469	\$60,907.41	TRUE	\$16,866.67	\$77,774.07
Louden Hts. Rd	16	Dudley to Olson	1150	22	2811	234	\$30,453.70	TRUE	\$8,433.33	\$38,887.04
Staunton Rd	16	Louden Hts. to End	1325	20	2944	245	\$31,898.15	FALSE	\$0.00	\$31,898.15
Louden Hts. Rd	16	Dickinson to Staunton	3120	21	7280	607	\$78,866.67	TRUE	\$21,840.00	\$100,706.67
Louden Hts. Circle	16	Louden Hts to 1856	1450	19	3061	255	\$33,162.04	TRUE	\$9,183.33	\$42,345.37
Sunview Rd	16	Louden Hts. to End	480	12	640	53	\$6,933.33	TRUE	\$1,920.00	\$8,853.33
Hampton Rd	16	Louden Hts. to Stonehenge	3700	23	9456	788	\$102,435.19	TRUE	\$28,366.67	\$130,801.85
Bendview Dr	16	Porter to 586 Bendview	950	22	2322	194	\$25,157.41	FALSE	\$0.00	\$25,157.41
Staunton Ave	17	46th St to Dead End	310	16	551	46	\$5,970.37	TRUE	\$1,653.33	\$7,623.70
Staunton Ave	17	34th to 35th St	375	24	1000	83	\$10,833.33	TRUE	\$3,000.00	\$13,833.33

45th St SE	17	MacCorkle to Staunton	610	20	1356	113	\$14,685.19	TRUE	\$4,066.67	\$18,751.85
Noyes Ave	17	51st to 53rd St	925	21	2158	180	\$23,381.94	TRUE	\$6,475.00	\$29,856.94
Staunton Ave	17	42nd to 43rd St	500	20	1111	93	\$12,037.04	TRUE	\$3,333.33	\$15,370.37
3900 Block Alley	18	Between Lancaster and Washington	640	12	853	71	\$9,244.44	TRUE	\$2,560.00	\$11,804.44
Lancaster Ave	18	50th to 53rd St	1450	18	2900	242	\$31,416.67	TRUE	\$8,700.00	\$40,116.67
Venable Ave	18	51st to 53rd St	970	22	2371	198	\$25,687.04	TRUE	\$7,113.33	\$32,800.37
35th St SE	18	MacCorkle to Venable	250	23	639	53	\$6,921.30	TRUE	\$1,916.67	\$8,837.96
41st St SE	18	MacCorkle to Venable	300	24	800	67	\$8,666.67	TRUE	\$2,400.00	\$11,066.67
Venable Ave	18	39th to 41st St	720	23	1840	153	\$19,933.33	TRUE	\$5,520.00	\$25,453.33
45th St SE	18	Venable to Lancaster	625	19	1319	110	\$14,293.98	TRUE	\$3,958.33	\$18,252.31
Cambridge Point	19	Yorktowne to End	520	22	1271	106	\$13,770.37	TRUE	\$3,813.33	\$17,583.70
Cornwall Lane	19	Nottingham to End	1540	22	3764	314	\$40,781.48	TRUE	\$11,293.33	\$52,074.81
Foxchase Rd	20	Chatwood to End	5400	21	12600	1050	\$136,500.00	TRUE	\$37,800.00	\$174,300.00
										Total
										\$3,324,179.07

1 Resolution No. 810-23

2
3 Introduced in Council:

Adopted by Council:

4
5 May 15, 2023

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12 Resolution No. 810-23 – Authorizing the Mayor or City Manager to purchase a three-year
13 warranty plan, including software and hardware repair and replacement, from ULTRA Forensic
14 Technology Inc. for the Police Department’s National Integrated Ballistic Information Network
15 (NIBIN) machine, totaling \$55,951.00, where the funds are provided by Project Safe
16 Neighborhoods grants (\$52,500) and the General Fund (\$3,451).

17
18 Be it Resolved by the Council of the City of Charleston, West Virginia:

19
20 That the Mayor or City Manager is authorized to purchase a three-year warranty plan, including
21 software and hardware repair and replacement, from ULTRA Forensic Technology Inc. for the
22 Police Department’s National Integrated Ballistic Information Network (NIBIN) machine,
23 totaling \$55,951.00, where the funds are provided by Project Safe Neighborhoods grants
24 (\$52,500) and the General Fund (\$3,451).



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: 5/8/23

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: Three years
of warranty and protection plan for IBIS
BRASSTRAX Acquisition Station aka NIBIN machine

Purchase justification: This warranty provides for software
updates and hardware repair/replacement

If approved, the total purchase price will be: \$55,951.00

(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.)

1.	<u>Forensic Technologies Inc.</u>	Price Quote: \$ <u>55,951.00</u>
2.	<u> </u>	Price Quote: \$ <u> </u>
3.	<u> </u>	Price Quote: \$ <u> </u>
4.	<u> </u>	Price Quote: \$ <u> </u>
5.	<u> </u>	Price Quote: \$ <u> </u>

REQUESTOR'S DECLARATION

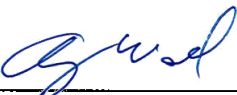
I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

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: 5/10/2023
Authorized Financial Officer Council Approval Needed

Account Number: 095-174-21-000-2-216 2020 PSN

City Manager Approval: _____ Date: _____

ULTRA

May 1, 2023

Sergeant Richie Basford
Chief of Detectives
Criminal Investigation Division
Charleston Police Department
501 Virginia Street East
Charleston, WV 25302

Forensic Technology Inc.

A member of the Ultra Group of companies
7975 114th Ave. North, Suite 2500
Largo, FL 33773-5028
TollFree +1 888 984 4247
www.ultra-forensictechnology.com

Subject: **Proposal for our SafeGuard Warranty and Protection Plan**
(Our reference S-06733 Rev. 04)

Dear Sergeant Basford:

Forensic Technology Inc., a member of the Ultra Group of companies (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Charleston Police Department** (hereinafter referred to as the **Customer**) with this proposal for options of our SafeGuard Warranty and Protection Plan for the equipment listed below. Please refer to the attached document IBIS: SafeGuard Warranty & Protection Plan for the description of our services.

All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology's SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

System Component	Serial Number	Installation Date
IBIS® BRASSTRAX Acquisition Station	BRTX00000918	April 2019

1. Pricing Options

In addition to a twelve-month renewal, Forensic Technology is pleased to offer multi-year Safeguard Protection Plan options which yield substantial savings achieved as a result of loyalty discounts and the absence of annual indexation.

1.1 Advanced Payments

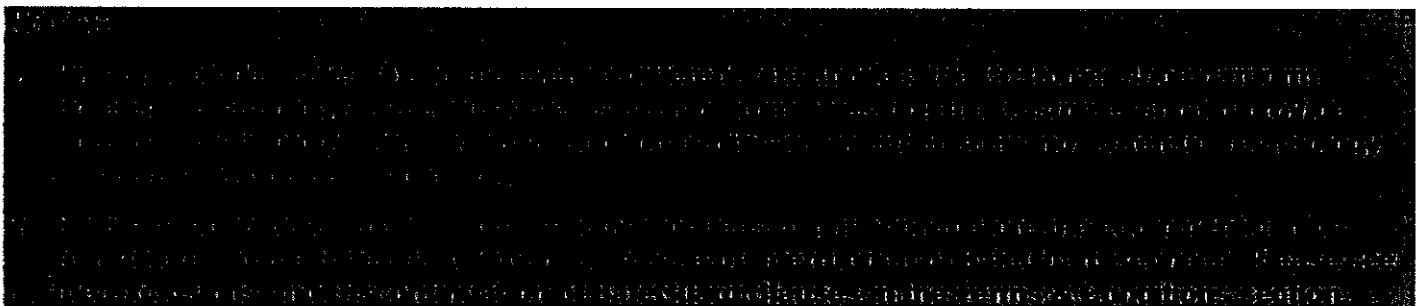
The prices below are conditional upon receipt of full payment at the beginning of the contract period.

	Option 1	Option 2	Option 3
Coverage Period	Twelve (12) Months April 23, 2023 to April 22, 2024	Thirty-six (36) Months April 23, 2023 to April 22, 2026	Sixty (60) Months April 23, 2023 to April 22, 2028
Price	\$19,191	\$60,097	\$103,495
Multi-Year Discount	Not Applicable	(\$4,146)	(\$15,007)
Total Price (USD)	\$19,191.00	\$55,951.00	\$88,488.00

1.2 Annual Payments

The prices below are conditional upon annual payments prior to the start of the service period associated with each year of the contract. To take advantage of the below renewal options, **the Customer's Purchase Order or Binding Contract Agreement must be issued for the Total Price and full Coverage Period listed below** and Forensic Technology will automatically invoice for the Annual Payment amount prior to the start of each year.

	Option 4	Option 5	Option 6
Coverage Period	Twenty-four (24) Months April 23, 2023 to April 22, 2025	Thirty-six (36) Months April 23, 2023 to April 22, 2026	Sixty (60) Months April 23, 2023 to April 22, 2028
Price	\$39,342	\$60,097	\$103,495
Multi-Year Discount	(\$983)	(\$3,004)	(\$10,350)
Total Price (USD)	\$38,359.00	\$57,093.00	\$93,145.00
Annual Payment	\$19,179.50	\$19,031.00	\$18,629.00



Should you have any questions about this proposal, please do not hesitate to contact the undersigned at number +1 (214) 502-6453 or via e-mail at Diane.Ross@ultra-ft.com. We look forward to your reply.

Sincerely,

Diane Ross

Diane Ross
Solution Services Sales Specialist

Attachments:

- Terms and Conditions
- SafeGuard Warranty and Protection plan for the IBIS components located in Charleston, WV USA
- Sole Source Justification

Terms and Conditions

1. Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to change, without notice, after **May 31, 2023**.

2. Currency

All prices are quoted in **United States Dollars**.

3. Payment Terms

Option	Payment Terms
1, 2, and 3	SafeGuard fees are due at the beginning of the service period, net thirty (30) days from the date of our invoice.
4, 5, and 6	SafeGuard fees will be invoiced on an annual basis, prior to the start of the service period associated with each year of the contract, payable net thirty (30) days from the date of our invoice.

In the event payments are not received in due time, Forensic Technology reserves the right to apply a late payment fee.

The Customer will be entitled to a 1% prompt payment discount if the following conditions are met:

1. The Customer must issue its purchase order for the full value of the selected option at any time prior to the start of the service period;
and
2. Payment is to be received within twenty (20) days from the date of our invoice, which will be issued upon receipt of purchase order.

The Customer is responsible for issuing its payment using the discounted amount, when appropriate. Forensic Technology will not reimburse the Customer if the discount is not taken at the time of payment.

4. Exclusions

The Customer is responsible for the cost of any repairs required due to the abuse or misuse of the system's software and/or hardware by the Customer. This includes:

- Any damage caused by failure of the Customer to reasonably maintain the hardware and software including, but not limited to, insufficient cooling and inadequate or intermittent power source.
- Any damage caused by the addition of unauthorized hardware components and/or software applications to the system.

In such cases, Forensic Technology reserves the right to void any outstanding warranty or SafeGuard agreement. Furthermore, Forensic Technology does not guarantee that any corrective action taken following system abuse or misuse will assure the integrity of the user data.

5. Discontinuation of SafeGuard

In the event that the Customer opts out of SafeGuard by early termination or does not renew the Plan at the end of the term and if, in the future, the Customer then wishes to reinstate SafeGuard, a reactivation fee will apply. In such cases, in addition to the reactivation fee, the Customer will be responsible for the following:

- All costs related to performing a site assessment (including labor and travel charges).
- All costs for parts that require replacement under the Exclusions clause above, or as a result of failure, lack of maintenance, or non-use.
- All costs related to upgrading the installed technology to the then-current supported hardware and software baseline.

6. Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

7. Customer-Supplied Communication Lines

The maintenance and furnishing of necessary communication lines, whether within varied network topologies (inter-site communication lines) or other, will be the responsibility and duty of the ATF in the case of IBIS systems connected to NIBIN.

The time for service rendered is directly proportional to the existence and quality of the service communication line installed on-site. Forensic Technology can only provide timely and diligent service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional service communication lines. Without an optimal service communication line, Forensic Technology will not be able to deliver services effectively.

Forensic Technology is not responsible for non-functional communication lines due to any reason other than a system-related problem. Forensic Technology may have to charge the Customer for any service calls caused by non-compliant communication lines.

8. Duties, Taxes and Fees

Any and all taxes, duties, levies, contributions, dues, value added tax (VAT), fees, charges, or assessments of any nature levied by any governmental authority (other than of Canada, Ireland or Switzerland) or any Customer-appointed intermediate as a result of this proposal relating to service or in connection with any work performed hereunder whether levied against Customer, Forensic Technology or employees of Forensic Technology, shall be for Customer's account and shall be paid directly by Customer to the governmental authority concerned. In the event that Forensic Technology or employees of Forensic Technology are required by law to make payment of any such charges in the first instance, the amount thereof shall be reimbursed by Customer upon presentation of invoices from Forensic Technology.

9. Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages and the Customer agrees to indemnify and hold Forensic Technology harmless in such events.

10. Termination for Convenience

Upon notice to that effect from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer. Such compensation shall be the greater of:

- any amount due to Forensic Technology based on elapsed time since the start of the contract period; or
- monies paid to Forensic Technology as advance payment against the contract.

Any amount payable to Forensic Technology further to termination shall not exceed the original contract price.

11. Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

12. Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration under UNCITRAL rules, at a neutral venue and under applicable law to both parties.

13. Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. We are also committed to ensuring compliance in all our services and underlying processes where we are processing personal data on behalf of our partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. We use personal data solely for contacting individuals in the course of normal business and in our marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: <https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice>.

14. Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
 - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
 - to another person with the intention to reward a person for the improper performance of such a function or activity;
 - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;
 - to a Public Official (or his representative), any political party or party official, any candidate for political office:
 - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
 - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
 - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
 - to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

SafeGuard

IBIS Warranty and Protection Plan

This document describes the scope of after-sales support and services offered by Forensic Technology for the **IBIS®** components located in Charleston, WV USA (site 376US), as detailed on page one.

Forensic Technology's SafeGuard plan ensures that a Customer's investment yields exceptional results on a consistent basis by maintaining the IBIS components at an optimal performance standard. The intrinsic value of SafeGuard is its time-resilient protection of the Customer's investment that, in turn, results in the benefits provided by an effective and sustainable crime-fighting solution.

Forensic Technology strives to achieve excellence in delivering Customer Service. Our mission is to provide Customers with first class services that exceed industry standards for quality, security, and Customer satisfaction. To reach this goal, Forensic Technology has become ISO certified, models its support services on Information Technology Infrastructure Library (ITIL) best practices and utilizes customer care activities to allow direct access to the Forensic Technology Support Management Team. Additionally, Forensic Technology sends a Customer Satisfaction survey to users that have contacted the Support Center. This survey is an important tool for assessment of a Customer's experience and helps to establish priorities in Forensic Technology's continuous improvement process.

Services Covered by SafeGuard

The SafeGuard Warranty and Protection Plan related to IBIS equipment includes all of the Services as covered in the following sections.

1. Support Services

Forensic Technology has several support centers around the globe to serve Customers that subscribe to SafeGuard. The support centers provide:

- Customer and technical support via telephone and/or e-mail
- 24/7 telephone hot line with call-back within one (1) hour
- Dedicated toll-free telephone number (if available)
- Internet e-mail address: fti.support@ultra-ft.com
- Support resources at Forensic Technology's Web site: www.ultra-forensict technology.com

Calls can be placed twenty-four (24) hours a day, seven (7) days a week. If support personnel cannot answer the call immediately, the Customer can leave a voice message and can expect a return call within one hour.

Our first line support personnel are an excellent resource for assistance to operators with system-related questions.

2. Technical Support

Forensic Technology provides technical support to diagnose and resolve problems. Each call or email generates an incident record with a unique number to track all support requests and activities

These support tasks are performed using communication channels provided by both Forensic Technology and the Customer in the following sequence:

1. **Telephone and emails:** These communication channels work for simple incidents where Forensic Technology can guide the user through the solution that does not require a Support Specialist to connect to the site.
2. **Remote support:** This method is used in the vast majority of cases to ensure a quick incident resolution by using a connection to the Customer site using the Customer provided support communication lines. Remote support has the added benefit that incident resolution can be pursued 24/7 by Forensic Technology support personnel, assisted by product experts and developers if required.
3. **On-site diagnosis visit:** If telephone, email or remote support (please refer to SafeGuard Specific Terms section 7) methods are insufficient to complete the diagnosis and solve the incident, Forensic Technology may dispatch the appropriate resource to the Customer site.
4. **On-site repair visit:** If an on-site repair visit is deemed necessary following the diagnosis, Forensic Technology will send spare parts and dispatch a certified Field Technician to the Customer site. In certain cases, a follow-up visit with spare parts may be required to complete full incident resolution. After the site visit, a Work Order Summary Report, outlining the activities performed by the Field Technician while on-site, will be sent to the Customer.

The time for service rendered is directly proportional to the existence and quality of the support communication line installed on-site. Forensic Technology can only provide timely and diligent service of its products (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional support communication lines.

For each incident, Forensic Technology will provide the Customer with the estimated time required to resolve the incident and keep the Customer apprised of the progress. Whenever possible, a temporary solution will be provided. Forensic Technology is committed to sending replacement parts and/or dispatching a Field Technician in a timely manner.

1.1 Assistance with Custom Report Templates

IBIS includes a set of standard report templates. It also includes the functionality for users to generate their own customized report templates based on a variety of parameters. Should users require guidance beyond their basic training our support specialists will provide expert technical assistance over the phone to help create customized report templates.

2. Proactive Warning Service (PWS)

With the objective of maximizing system availability, Forensic Technology provides a PWS to its Customers by monitoring in real-time critical system properties and collecting configuration data from IBIS components. These services enable the system to provide our support personnel with information on the following system properties and functions:

- Computer:
 - CPU usage
 - Percentage of free disk space
 - Percentage of free memory
 - Uptime
- Database uptime
- Backup success

When one or more of the above items deviates from the normal specification, the PWS will automatically send a message to Forensic Technology's Global Customer Solutions (GCS) team, who will then initiate

corrective action. PWS provides Forensic Technology with the opportunity to swiftly identify and address computer issues and sometimes even before any impact is perceived by the user.

The use of PWS has no impact on the normal operation of IBIS components.

In all cases, whether to perform software upgrades, troubleshooting, system configuration and/or PWS, Forensic Technology will always first communicate with the Customer to request permission prior to performing any activity on their IBIS components.

3. Replacement of Defective Hardware

Forensic Technology will be responsible for the replacement of defective hardware and any shipping costs. This replacement will be installed by a certified Field Technician. All charges related to the replacement hardware will be paid for by Forensic Technology. Any products or components replaced or repaired will be warranted by Forensic Technology for the balance of the Warranty or SafeGuard period.

4. Hardware Replacement – Special Circumstances

Forensic Technology strives to minimize down time experienced by Customers. As such, under special circumstances, Forensic Technology's GCS Support Manager may authorize the Customer to replace certain defective hardware/peripheral replacements themselves. These repairs will be coordinated with the Customer's resources and managed by GCS' Support Specialists, requiring the Customer's representative to follow explicit instructions.

5. Workstation Refresh Program

The Workstation Refresh Program allows all IBIS BRASSTRAX, IBIS BULLETRAX, IBIS MATCHPOINT, and Quantum 3D Microscope workstations (computer and monitor) covered by a SafeGuard Warranty and Protection Plan for at least seven (7) consecutive years to be refreshed at no additional charge to the Customer. This ensures that the Customer's IBIS and Quantum systems maintain compatibility with new software versions and operating systems, and keep performing optimally.

When eligible, the Customer will be contacted by Forensic Technology's GCS team to plan and schedule workstation refresh activities. To deliver the maximum value of this program, Forensic Technology will evaluate, prioritize and schedule the refresh activities while ensuring minimal downtime and seamless operations. Forensic Technology commits to the supply of spare parts for a period of seven (7) years from the initial installation of the equipment. For IBIS BRASSTRAX, IBIS BULLETRAX, IBIS MATCHPOINT, and Quantum 3D Microscope products installed for more than seven (7) years, Forensic Technology cannot guarantee its ability to refresh workstations, due to product End of Life or Obsolescence constraints.

6. Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the Forensic Technology products continue to run at optimal performance. During this visit, the Field Technician will inspect, clean, lubricate, adjust the system, as well as perform visual and functional verifications. The Field Technician will also take note of any worn parts that require replacement, either immediately or for a subsequent site visit.

7. Ongoing User Training and Skill Development

Forensic Technology has developed a blended learning approach which enables users to become proficient in the IBIS and Quantum systems by leveraging a suite of online resources, training and events that offer continuous support and assistance.

7.1 e-Learning

Forensic Technology offers a variety of resources on the e-Learning platform to inform users of the most recent developments, best practices, and new products.

All trained users with a SafeGuard agreement have access to a web-based e-Learning platform that hosts training content addressing all aspects of system. This content includes:

- Interactive training modules on individual IBIS acquisition and analysis stations
- How-To videos on specific acquisition and analysis tasks
- User documentation
- Protocol and Best Practice documents
- Recordings of webinars
- Tutorials and Release Notes on new software releases

Additionally, the e-Learning platform gives users the opportunity to contact and engage with Forensic Technology's trainers in the Virtual Classrooms. Prior to Basic User Training, participants will receive an email with their login credentials and a link to the e-Learning platform.

7.2 Virtual Coaching Sessions

As a complement to training, Forensic Technology supports ongoing professional development for users via Virtual Classrooms. These remote coaching sessions with a trainer enable refinement of user skills,

guidance on leveraging new functions and features, and exposure to new acquisition and analysis techniques. Virtual coaching sessions are delivered using the Customer's existing IBIS infrastructure having remote connectivity with Forensic Technology.

The responsive, dynamic sessions led by Forensic Technology's certified, multilingual trainers either one-to-one or in small groups offer an efficient way to maintain and up level skills to ensure that the Customer continues to achieve optimal performance from their IBIS and Quantum systems.

Virtual coaching sessions are provided for users that have completed Basic User Training and are working regularly with IBIS and Quantum components. This service is available to all users with a SafeGuard agreement, and there is no limit to the number of virtual coaching sessions a Customer can benefit from each year.

Examples of topics covered include:

- Assessment of user's acquisition and analysis technique
- Review of existing data entries
- Explanation of acquisition protocols
- Introduction of new functionalities
- Guidance on available training material

To request a virtual coaching session please contact Forensic Technology's support center.

8. Customer Care Program

To support Customers in achieving optimal system performance, Forensic Technology assigns a dedicated GCS representative who will act as the point of contact for the Customer. This dedicated representative will serve as the liaison between the Customer and the GCS team for all SafeGuard services.

Assistance can be provided with generating system reports, reviewing the Annual Status Report, and addressing questions and concerns. The Customer Care Program focuses on a forward-looking approach to IBIS and Quantum system management, and Customers benefit from proactive recommendations targeted at improving utilization of the IBIS and Quantum systems and identifying opportunities for user skill development.

9. Correction of IBIS Application Errors (Software Bugs)

If the Customer detects and reports an application error (software bug) to our support center, an incident will be created with our Software Development department for evaluation and resolution. The committed turnaround time for a resolution is dependent upon the impact that the application error has on the Customer's operations. Regardless of the turnaround time, the Customer will be provided with a temporary workaround solution to return to normal operation as fast as possible, while a permanent solution is being developed.

For a major problem (one that seriously reduces the performance and normal operation of the system), a hotfix will be implemented on the system as soon as Forensic Technology engineers devise a solution to the problem. For a minor problem (one that does not severely affect the normal operation of the system), the issue will be addressed and a solution will be implemented in a future software release.

10. Software Upgrades

While supported by SafeGuard, the IBIS application software will be upgraded to reflect the new features and functionalities introduced by Forensic Technology. Software upgrades also address the life cycle management of third-party software including database management, and backup software. However,

Forensic Technology will upgrade the third-party software supplied with the system only if it is deemed essential.

Upgrades of workstation and server operating systems are excluded from the scope of our SafeGuard offering. If the Customer wishes to upgrade their operating systems, Forensic Technology can provide a proposal containing the cost and detailed information about this service.

10.1 Deployment of Software Upgrades

Software upgrades may be released as a service pack update or as part of a major software version release. After receiving approval from the Customer, Forensic Technology will deploy the software upgrades either using a manual remote method or the Automated Software Deployment System. The latter will accelerate deployments and reduce system downtime by:

- Verifying computer hardware requirements
- Uploading software packages in the background and during off-work hours
- Performing automated software upgrades on multiple IBIS workstations simultaneously
- Executing automated software upgrades during off-work hours

Regardless of the deployment method used, software upgrades are deployed using the system's support communication lines. Only sites with the recommended support communication lines and required quality of service can have their software upgraded.

NOTE: For IBIS systems connected to NBN, all software upgrades, service packs and patches will be provided by AT prior to their deployment and will be deployed according to the NBN approved schedule.

10.2 Minor Hardware Upgrades

Prior to the deployment of a software upgrade, Forensic Technology will evaluate the capacity of each system computer and, if necessary, will upgrade the random-access memory (RAM) and/or hard disk drive. These upgrades will ensure that the new IBIS application software continues to run optimally on the computer. The decision to perform a minor hardware upgrade on a given computer is at the sole discretion of Forensic Technology.

NOTE: For IBIS systems connected to NBN, all minor hardware upgrades required as a result of software installation or software upgrade by AT will be at the customer's account.

10.3 Backward Compatibility

Software upgrades and corrections will provide for backward compatibility with existing data acquired with previous IBIS software versions. Backward compatibility does not apply to the introduction of new products, significantly different technology or between systems operating with different software versions.

10.4 User Documentation

Should a software upgrade require modifications to the documentation, Forensic Technology will amend the user documentation at no extra cost. The documentation is available both on the IBIS workstations and on the e-Learning platform. Additional copies can be made available in PDF format at no extra cost or in printed format at a nominal cost.

11. Annual Status Report

During the year, Forensic Technology carries out many activities with users and on their system. Forensic Technology tracks all of these activities with its incident management database, which enables Forensic Technology to generate and submit the Annual Status Report to the Customer.

This report documents all activities within the last twelve (12) months and is made available to the Customer in PDF format. The report documents activities related to the Customer's IBIS components: incident management, replacements parts, on-site visits, remote (PWS) and on-site preventive maintenance activities, software upgrades, coaching and new user training, and other events.

12. Travel and Living Expenses

Travel and living expenses of Forensic Technology personnel are for the account of Forensic Technology when they are related to the delivery of services included with the SafeGuard plan.

13. Advanced Security

When a system or network of systems is equipped with the IBIS Advanced Security Package, Forensic Technology performs a series of regularly scheduled services to ensure the system or systems are fully compliant and up-to-date with the security requirements. The IBIS Advanced Security Package may include:

- Centralized User management (IBIS Domain)
- User account management as users are added and/or removed
- Domain controller security policies
- Update of OS security patches (Operating system upgrades are excluded from the Advanced Security Package*)
- Centralized antivirus management
- Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of security audit logs

* Please contact your sales representative if an operating system upgrade of the IBIS systems is required. When requested, Forensic Technology can perform an analysis of the needs and existing infrastructure and provide a proposal containing the costs and detailed migration plan.

NOTE: For IBIS Systems connected to AITN, account management is centralized and controlled by AIT. All requests for account changes must be approved by AIT prior to implementation.

Optional Services

A quotation can be provided for the following, which are not included in the standard services offered with SafeGuard:

- Training for New Users
- Change to Customer-Supplied Communication Lines
- Customer Requested Data Transfer
- Equipment Relocation
- Replenishment of Consumables
- Hardware Upgrades
- Project Management

Please contact your Sales Representative for additional information.

[illegible]

ULTRA.

Sole Source Justification

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Ultra Electronics Forensic Technology Inc.** and its affiliate company **Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**).

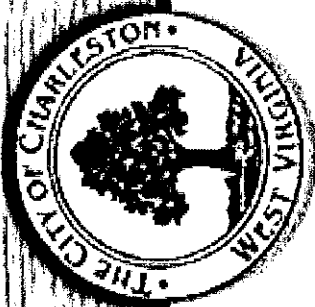
Consequently only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

Furthermore IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely,



Stacy Stern
Vice President Sales and Marketing



Revenue Tracking System

Main Menu | Account/Contractor Status Inquiry

Account Search Type:

☐ Account Name	☐ Account Address	☒ Account ID
Forensic Technology Inc^		
SEARCH		

Name «	DBA »	Physical Address »	Account # »	Status »
There were no accounts returned by the search				

Logged in User: Taylor, Melissa

Monday, May 08 2023

Logout

Bill No. 7992

Introduced in Council:

May 1, 2023

Adopted by Council:

Introduced by:

**Joseph Jenkins, Frank Annie
and Joe Solomon**

Referred to:

Finance Committee

Bill No. 7992 - A BILL to amend and reenact Sections 2-377, 54-51, 54-103, and 66-37, of the Municipal Code of the City of Charleston, all relating to updating provisions to reflect the policy changes made by City Council with respect to ending the self-insured workers compensation program and adjusting certain sick leave accruals beginning with the fiscal year 2024 budget.

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

That Sections 2-377, 54-51, 54-103, and 66-37, of the Municipal Code of the City of Charleston are hereby amended and reenacted, all to read as follows:

CHAPTER 2. – ADMINISTRATION.

ARTICLE VI. – FINANCE.

DIVISION 1. – GENERALLY.

Sec. 2-377. - Self-insured status for Workers' compensation.

(a) The city council, as long as the city has elected to pay compensation and expenses directly under the provisions of W. Va. Code § 23-2-9, shall appropriate each year sufficient funds in an amount to pay into the state workers' compensation fund the city's proper proportion of the expenses of the workers' compensation commissioner, in administering the fund, the required amounts into the surplus fund for the coverage of catastrophe and second injury liability, and to pay all workers' compensation benefits anticipated to be payable that year. In addition to the appropriation of such moneys, the city council shall authorize all other necessary procedures to ensure that all workers' compensation payments shall be paid promptly to its employees or fatally injured employees' dependents and shall direct the purchase of excess insurance for the purpose of indemnifying the city against losses per accident in excess of a specific retention level to be determined by the mayor and, for the purpose of indemnifying the city against annual losses in the aggregate, in excess of a retention level to be determined by the mayor.

(b) If at any time the city determines that it is no longer in the best interest of the city, its employees or its citizens to continue to pay compensation and expenses directly under the provisions of W. Va. Code § 23-2-9, the city shall immediately advise the state workers' compensation commissioner that it has elected to discontinue paying

such compensation and expenses directly as to future claims and shall immediately begin paying into the workers' compensation fund the premiums required to comply with the provisions of W. Va. Code §§ 23-2-1 and 23-2-5. If the city shall elect to discontinue paying such compensation and expenses directly, it shall, nevertheless, remain liable to and shall pay such compensation and expenses directly in claims arising prior to the election to resume payment of such premiums into the workers' compensation fund.

(c) The city council, having determined that it is no longer in the best interest of the city, its employees or its citizens to continue to be in a self-insured status for workers' compensation, certifies that the city has complied with subsection (b) of this section. The city council shall annually approve a workers' compensation policy maintained in conformity with W. Va. Code § 23-2-1, et seq. to provide workers' compensation coverage to its employees. If the city council fails to approve an annual workers' compensation policy, the city manager is hereby vested with the authority to procure a workers' compensation policy that the city manager deems to be in the best interest of the city, its employees, and its citizens.

CHAPTER 54. – FIRE PREVENTION AND PROTECTION

ARTICLE II. – FIRE DEPARTMENT.

DIVISION 1. – GENERALLY.

Sec. 54-51. - Workers' compensation; pay of firefighters/EMS injured in performance of duty.

~~(a) The city shall subscribe to the workers' compensation fund of the compensation commission of the state~~ a workers' compensation policy maintained in conformity with W. Va. Code § 23-2-1, et seq. to provide workers' compensation coverage for the protection of members of the city fire department and any member of the fire department injured while acting in the performance of his official duty as a member of the fire department shall be entitled to receive temporary compensation from the state compensation fund workers' compensation benefits, as provided in the policy, as a result of such injury. All workers' compensation benefits and any necessary disability pension benefits shall be provided in accordance with the City's workers' compensation policy and West Virginia law. A member may not receive workers' compensation benefits at the same time as they are receiving sick leave benefits.

~~—— (b) In addition to the workers' compensation benefits such member is receiving, such member shall receive such supplemental pay from the city, for a period not to exceed one year, that will bring the amount paid to such member by the workers' compensation fund and/or any pension fund benefits such member is receiving to an amount equaling 100 percent of the net compensation which is paid to such member while working in his position with the city.~~

~~—— (c) Benefits paid under this section, including supplemental pay, shall not be received under this section if such member is receiving benefits under the sick leave provisions of this article.~~

DIVISION 3. – VACATION, OTHER LEAVE, DUTY HOURS, AND CALCULATION OF OVERTIME PAY.

Sec. 54-103. Sick leave.

(a) Beginning January 1, 2015, each uniformed member shall be entitled to and granted sick leave with full pay. Such leave shall accrue at the rate of eight hours credited on the last day of each month during which the member has worked or has had leave credited for one or more tours of duty: Provided, That beginning July 1, 2023, such leave shall accrue at the rate of twelve hours credited on the last day of each month during which the member has worked or has had leave credited for one or more tours of duty.

(b) When a member hired before July 1, 2020, retires, the member will have the privilege of converting up to 144 hours of sick leave accrued under subsection 54-103(a) on or after January 1, 2012, or any remaining unused sick leave accrued prior to January 1, 2012, whichever is greater, to insurance benefits based on the formula of 24 hours for one month single coverage insurance premium or 36 hours for one month family coverage insurance premium. Any sick leave accrued by a member under subsection 54-103(a) on or after January 1, 2012, that is not converted to insurance benefits to the extent permitted by this section shall be forfeited effective as of the date of the member's retirement or separation from employment.

(c) Sick leave shall be granted for the following reasons:

(1) Illness on the part of or injury to the member, incapacitating him or her for duty.

(2) Illness in the immediate family, i.e. spouse, child, father, mother, sister, brother, father-in-law and mother-in-law, of such a critical nature as to require the presence of the member. This provision shall not be construed to cover absences for the purpose of nursing or caring for members of the immediate family not declared by the attending physician to be critically ill.

(3) Exposure to contagious diseases and subsequent determination by competent medical authority that such member's presence on duty might jeopardize the health of others.

(d) After the equivalent of half of the annual sick leave has been used by the member, the member shall provide the fire chief with a certificate from the attending physician setting forth the nature and duration of any of the conditions which would entitle him to sick leave as provided in subsection (c) of this section. Failure to provide such certificate satisfactory to the fire chief shall result in the member's not being granted sick leave with pay, and may subject the member to discipline for an unexcused absence.

(e) The city manager may, in his or her discretion and at the request of the fire chief, advance additional leave necessary to avoid substantial hardship to any member, provided that all other accrued vacation, sick and personal contingency leave shall have first been exhausted.

128
129 (f) The fire chief shall also have the right to investigate or cause to be
130 investigated the alleged illness of any member and, for good cause shown, not only to
131 deny sick leave but also to take proper disciplinary action against any feigner or abuser.
132

133 (g) In the event of an emergency, as declared by the mayor, an attending
134 physician's excuse may be required for any days missed; and during the emergency,
135 the mayor may suspend, in whole or in part, any sick leave or personal contingency
136 leave as permitted by subsections (a) and (c) of this section.
137

138 (h) For purposes of this section, a medical provider shall include a licensed
139 physician, surgeon, chiropractor, psychologist, or dentist.
140

141 **CHAPTER 66. – LAW ENFORCEMENT.**

142 **ARTICLE II. – POLICE DEPARTMENT.**

143 **DIVISION 1. – GENERALLY.**

144 **Sec. 66-37. - Workers' compensation; pay of police officers injured in**
145 **performance of duty.**
146

147 (a) ~~The city shall subscribe to the workers' compensation fund of the~~
148 ~~compensation commission of the state a workers' compensation policy maintained in~~
149 ~~conformity with W. Va. Code § 23-2-1, et seq. to provide workers' compensation~~
150 ~~coverage for the protection of members of the city police department, and any member~~
151 ~~of the police department injured while acting in the performance of his official duty as a~~
152 ~~member of the police department shall be entitled to receive temporary compensation~~
153 ~~from the state compensation fund workers' compensation benefits, as provided in the~~
154 ~~policy, as a result of such injury. All workers' compensation benefits and any necessary~~
155 ~~disability pension benefits shall be provided in accordance with the City's workers'~~
156 ~~compensation policy and West Virginia law. A member may not receive workers'~~
157 ~~compensation benefits at the same time as they are receiving sick leave benefits.~~
158

159 ~~—(b) In addition to the workers' compensation benefits, such member is receiving,~~
160 ~~such member shall receive such supplemental pay from the city, for a period not to~~
161 ~~exceed one year, that will bring the amount paid to such member by the workers'~~
162 ~~compensation fund and/or any pension fund benefits such member is receiving to an~~
163 ~~amount equaling 100 percent of the net compensation which is paid to such member~~
164 ~~while working in his position with the city. Benefits paid under this section, including~~
165 ~~supplemental pay, shall not be received under this section if such member is receiving~~
166 ~~benefits under the sick leave provisions of this article.~~
167