

CHARLESTON CITY COUNCIL

Regular Meeting

August 7, 2023

at 7:00 PM



THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA

<https://charlestonwv.civicclerk.com/web/home.aspx>

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 8-7-2023

PROCLAMATIONS

1. 8-7-2023

COMMUNICATIONS

1. 8-7-2023

MISCELLANEOUS RESOLUTIONS

1. Resolution No. 862-23 - Supporting the applications for licensure of the syringe services program by Women's Health Center of West Virginia, Inc. at 510 Washington Street West.
2. Resolution No. 863-23 - Call for action by Mayor Amy Goodwin to seek an outside independent investigation surrounding the inappropriate behavior of Chief of Police James "Tyke" Hunt on City owned property and utilizing a cellphone funded by taxpayers' money.

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 852-23 - Authorizing the Mayor or City Manager to purchase a new Chevrolet Equinox for the Engineering Department from National Auto Fleet Group to replace Engineering Department unit 420/501
2. Resolution No. 853-23 - Authorizing the Mayor or City Manager to purchase a new 2023 Ford F-150 truck for the Engineering Department from National Auto Fleet Group to replace Engineering Department unit 420/503 as part of the fleet rotation schedule.
3. Resolution No. 854-23 - Authorizing the Mayor or City Manager to purchase 1 2024 Chevy Silverado truck for General Services from National Auto Fleet Group with additional upfitting conducted by Charleston Fleet Services.
4. Resolution No. 855-23 - Authorizing the Mayor or City Manager to purchase a 2024 Chevrolet Silverado truck for Equipment Maintenance from National Auto Fleet Group.
5. Resolution No. 856-23 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Charleston Land Reuse Agency for the purpose of creating and hiring a CLRA Coordinator position.
6. Resolution No. 857-23 - Authorizing approval of Amendment No. 1 of the FY 2023—2024 Coal Severance budget.
7. Resolution No. 858-23 - Authorizing approval of Amendment No. 1 of the FY 2023-2024 Charleston Coliseum and Convention Center Budget.
8. Resolution No. 859-23 - Authorizing approval of Amendment No. 2 of the FY 2023-2024 General Fund Budget.
9. Resolution No. 860-23 - Authoring the Mayor or City Manager to enter into a Memorandum of Understanding with HOPE CDC for the Workforce Development Center Project under the Department of Labor Community Project Grant Program.
10. Resolution No. 861-23 - Authorizing the Mayor or City Manager to purchase a 2024 Chevrolet Silverado truck for Parks and Recreation from National Auto Fleet Group.

REPORTS OF OFFICERS

1. 8-7-2023

NEW BILLS

1. 8-7-2023

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE AUGUST 21, 2023 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 8-3-2023

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

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** Influenced by hip-hop, street funk, and martial arts—Fik-Shun, the winner of the “So You Think You Can Dance” season 10, brings people together through content creation on Instagram, Facebook, TikTok, and YouTube; and
- WHEREAS:** Fik-Shun developed a connection to music and extraordinary improvisational skills through dance and martial arts—helping him discover a special way to relate to music and movement, and inspiring other dancers; and
- WHEREAS:** The viral and talented content creator will headline the pre-game talent showcase, which includes local performers, as part of African American Heritage Night at GoMart Ballpark; and
- WHEREAS:** The African American Heritage Night headliner performance is made possible through the collective efforts of the Charleston Dirty Birds, Charleston Convention and Visitors Bureau, City of Charleston, and the YWCA Charleston Racial Equity and Inclusion Program; and
- WHEREAS:** Fik-Shun’s participation in African American Heritage Night further supports the work being done in Charleston to celebrate diversity, foster cultural awareness, and elevate those making a positive impact in our communities; and

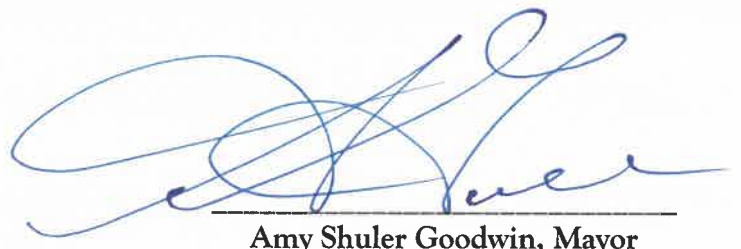
NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize:

DUSHAUNT “FIK-SHUN” STEGALL

For bringing people together in celebration of dance, music, culture, and diversity.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 7th day of August 2023.





Amy Shuler Goodwin, Mayor

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

WHEREAS: Youth sports are a good way to increase physical activity, develop lifelong habits for good health and encourage confidence and teamwork; and

WHEREAS: Playing sports help our youth develop leadership skills while also helping our young people communicate and problem solve in school and later in their lives in the workforce; and

WHEREAS: Coaches – like Bo King, Jason Martin and Calvin Edwards – do more than teach a sport. They are mentors, a listening ear and the inspiration that guides and shapes the lives of our young athletes; and

WHEREAS: The City of Charleston is home to many sports teams — including several championship teams; and

WHEREAS: The Creating the Advantage 2nd Grade Basketball Team worked hard to become the Tournament Champions at Hustle Hoopfest, LeRon King Classic, Dru Joyce Classic, Hustle Heat Check, and Billy Sloan Classic.

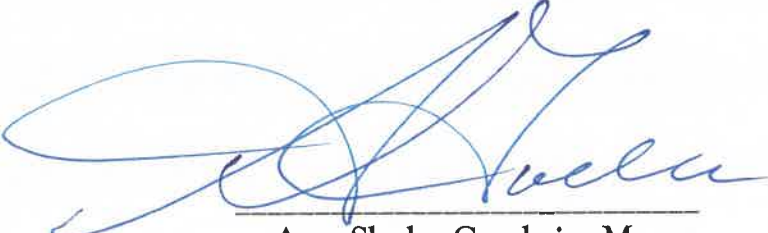
NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize the players and coaches of the

**CREATING THE ADVANTAGE
2ND GRADE BASKETBALL TEAM**

for their accomplishments—achieving a record of 37-3, and earning the title of 2023 USBA National Champions.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 7th day of August 2023.




Amy Shuler Goodwin, Mayor



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: MUNICIPAL PLANNING COMMISSION

DATE: AUGUST 7, 2023

I recommend the following individual be reappointed to the Municipal Planning Commission:

Adam Krason – term expiration date 7-1-2025
Corey Stout – term expiration date 7-1-2025
JoEllen Zacks - term expiration date 7-1-2026

I recommend the following individuals be appointed to the Municipal Planning Commission:

Brady Campbell – term expiration date 7-1-2024
Doug Hartley – term expiration date 7-1-2025
Alex Zurbuch – term expiration date 7-1-2026

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

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: CHARLESTON COLISEUM & CONVENTION CENTER BOARD

DATE: AUGUST 7, 2023



I recommend the following individual be reappointed to the Charleston Coliseum & Convention Center Board:

Andy Richardson. Mr. Richardson's term will expire June 22, 2027.

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

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: SPRING HILL CEMETERY PARK COMMISSION

DATE: AUGUST 7, 2023

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

I recommend Alisa Bailey be appointed to the Spring Hill Cemetery Park Commission. Ms. Bailey is filling a vacancy on the Commission and her term expiration date will be April 6, 2029.

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

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: GREEN TEAM

DATE: AUGUST 7, 2023

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

I recommend the following individual be appointed to the Charleston Green Team:

Robin Sylvester - fills a vacant seat

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

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: BOARD OF ZONING APPEALS

DATE: AUGUST 7, 2023

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

I recommend the following individual be appointed to the Board of Zoning Appeals:

Todd Moore – Mr. Moore is filling a vacant seat and his term expiration date is 1-1-2025

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

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: POLICE CIVIL SERVICE COMMISSION

DATE: AUGUST 7, 2023



I recommend the following individual be reappointed to the Police Civil Service Commission:

Stephanie Holbrook Daly. Ms. Daly's term will expire February 4, 2026.

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

ASG/mls

Resolution No. 862-23

Introduced in Council:

August 7, 2023

Adopted by Council:

Introduced by:

Chelsea Steelhammer,
Frank Annie, Mary Beth Hoover
and Joe Solomon

Referred to:

Resolution No. 862-23 - Supporting the applications for licensure of the syringe services program by Women's Health Center of West Virginia, Inc. at 510 Washington Street West.

WHEREAS, Women's Health Center of West Virginia, Inc. notified the City of Charleston on June 8, 2023, of its intention to file a licensure application for a syringe services program with the Office of Health Facility Licensure & Certification; and

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

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

WHEREAS, Women's Health Center of West Virginia, Inc., provided notice by mail to every address within a two-block radius of its proposed syringe services program location that there was a public hearing scheduled for July 27, 2023, at the Goodwill Prosperity Center, located at 215 Virginia Street West; and

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

WHEREAS, the City Council for the City of Charleston held a public hearing regarding the proposed location for the Women's Health Center of West Virginia, Inc. syringe services program on July 27, 2023, at the Goodwill Prosperity Center, which hearing was recorded and made available online to the public; and

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

1
2 WHEREAS, the public was further permitted to submit written comments up until
3 the time of the council meeting at which this resolution is discussed, which is at least
4 one week after the public hearing; and
5

6 WHEREAS, following a review of the application, and taking all of the public
7 comments into consideration, the City Council of the City of Charleston finds that it is in
8 the best interest of the City and the residents and businesses of the City to support the
9 syringe services program application of Women's Health Center of West Virginia, Inc.
10

11 **Now, therefore, be it Resolved by the Council of the City of Charleston, West**
12 **Virginia:**
13

14 That the City Council of the City of Charleston hereby expresses its support for the
15 application for licensure of the syringe services program by Women's Health Center of
16 West Virginia, Inc. at 510 Washington Street West. The City Clerk is directed to send a
17 certified copy of this resolution to Women's Health Center of West Virginia, Inc.



Office of Health
Facility Licensure
& Certification

SYRINGE SERVICES PROGRAM (SSP)
INITIAL AND RENEWAL
LICENSURE APPLICATION

Read the instructions prior to completing the application. Incomplete applications will be denied and returned to the applicant. Send completed applications and attach requested documentation to:

Office of Health Facility Licensure & Certification
Attention: Assisted Living/Syringe Services Provider Program
408 Leon Sullivan Way
Charleston, WV 25301-1713
(304) 558-0050

LOG NUMBER:

DATE:

OFFICIAL USE ONLY

SYRINGE SERVICES PROGRAM (SSP) DEMOGRAPHIC INFORMATION

Operating Name: WHC Harm Reduction Program

Legal Name: Women's Health Center of West Virginia

Physical

Address: 510 W. Washington St.

Street Address

Charleston

WV

25302

Kanawha

City

State

ZIP Code

County

Does this municipality have a governing body? Yes ☒ or No ☐

Mailing Address: If mailing address is the same as the physical address, check this box: ☐

P.O. Box 20580

Street Address

Charleston

WV

25362

City

State

ZIP Code

Phone: 304-344-9834

Fax: 304-344-1756

Website Address www.womenshealthwv.org

If no company website,
check this box: ☐

SSP PROGRAM SERVICES

Check all the harm reduction services the program will offer or refer in accordance with
W. VA. CODE §16-64-3(a)(1)-(10):

YES

NO

HIV, hepatitis, and sexually transmitted diseases screening

☒

☐

Vaccinations

☒

☐

Birth control and long-term birth control

☒

☐

Behavioral health services

☒

☐

Overdose prevention supplies and education

☒

☐

Syringe collection and sharps disposal

☒

☐

Educational services related to disease transmission

☒

☐

Assist or refer an individual to a substance abuse treatment program

☒

☐

Refer to a health care practitioner or treat medical conditions

☒

☐

Programmatic guidelines including a sharps disposal plan, a staff training plan, a data collection
and evaluation plan, and a community relations plan

☒

☐



Office of Health
Facility Licensure
& Certification

SYRINGE SERVICES PROGRAM (SSP)
INITIAL AND RENEWAL
LICENSURE APPLICATION

PHYSICAL LOCATION AND HOURS OF OPERATION

List the hours of operation below for each day of the week. For example, if the location is not open on a particular day, write "closed," and, if the program is open on Monday from 8:00 AM to 4:00 PM, write "8:00 AM to 4:00 PM" under "Monday."

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Closed	1-5PM			9AM-12PM	9AM-12PM	Closed
List any state or federal holidays the location will be open:						

MOBILE SITE LOCATION(S)

If operating more than 3 mobile location sites, attach an addendum with the information below for each.

Mobile Location #1: _____ Phone: _____
Street Address

City State ZIP Code County

Does this municipality have a governing body? Yes ☐ or No ☐

List the hours of operation below for each day of the week. For example, if the location is not open on a particular day, write "closed," and, if the program is open on Monday from 8:00 AM to 4:00 PM, write "8:00 AM to 4:00 PM" under "Monday."

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
List any state or federal holidays the location will be open:						

Mobile Location #2: _____ Phone: _____
Street Address

City State ZIP Code County

Does this municipality have a governing body? Yes ☐ or No ☐

List the hours of operation below for each day of the week. For example, if the location is not open on a particular day, write "closed," and, if the program is open on Monday from 8:00 AM to 4:00 PM, write "8:00 AM to 4:00 PM" under "Monday."

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
List any state or federal holidays the location will be open:						



Office of Health
Facility Licensure
& Certification

SYRINGE SERVICES PROGRAM (SSP)
INITIAL AND RENEWAL
LICENSURE APPLICATION

Mobile Location #3: _____ Phone: _____

Street Address _____

City _____

State _____

ZIP Code _____

County _____

Does this municipality have a governing body? Yes ☐ or No ☐

List the hours of operation below for each day of the week. For example, if the location is not open on a particular day, write "closed," and, if the program is open on Monday from 8:00 AM to 4:00 PM, write "8:00 AM to 4:00 PM" under "Monday."

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY

List any state or federal holidays
the location will be open:

ADMINISTRATOR INFORMATION

Full Name: Quinonez

Katie

Last

First

M.I.

E-mail

Address: katie@womenshealthwv.org

ACKNOWLEDGEMENT AND VERIFICATION

By signing this application, I hereby certify that all information provided on this application form is true, and I am aware that in order to operate as a SSP, the program is required to comply with the SSP Act (W. VA. CODE §§16-64-1, et seq.) and SSP Licensure Rule (W. VA. CODE R. §§69-17-1, et seq.) located on OHFLAC's website:

<http://ohflac.wvdhhr.org/laws.html>.

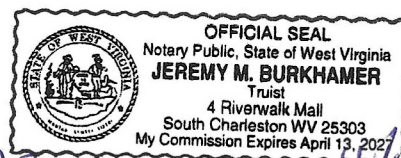
STATE OF WEST VIRGINIA, COUNTY OF Kanawha

Signed and sworn before me on 6/8/23, being by me duly sworn _____ says that

Katie Quinonez has read the foregoing application and knows the contents thereof, and information provided in the application about the named facility therein contained are correct and true.

Applicant
Signature:

Stamp:



Subscribed and sworn to before me the 8th day of June, 2023 My commission expires 4/13, 2027

OHFLAC | 408 Leon Sullivan Way, Charleston, WV 25301 | 304-558-0050

WOMEN'S HEALTH CENTER OF WEST VIRGINIA HARM REDUCTION/SYRINGE SERVICE POLICY MANUAL

1 INTRODUCTION AND OVERVIEW

The WHC Harm Reduction Program was established by the Women’s Health Center of West Virginia (WHCWV) in 2023, in an effort to address a serious gap in health care needs and harm reduction services for people who use drugs. As are all services at WHCWV, the WHC Harm Reduction Program focuses on non-judgmental care, informed consent and respecting the dignity of all people. The program is patterned after the best practices and evidenced-based practices of the World Health Organization and the US Centers for Disease Control and Prevention for harm reduction and syringe access. Due to the standards for one-to-one exchange outlined in WV law, these policies do not currently meet the CDC recommended guidelines for operation that best prevent infectious diseases in people who use drugs. Therefore, our efforts are more important than ever to ensure that we do not see increases in overdoses and viral and bacterial infections such as Human Immunodeficiency Virus (HIV) and Hepatitis C in our community.

1.1 WHAT IS HARM REDUCTION AND WHAT IS OUR ROLE?

Harm reduction is a set of values and practical strategies that aim to meet people “where they are” to assist them in reducing harms associated with high-risk behaviors, such as drug use. Harm reduction accepts the reality that people can and will use drugs and engage in other activities that can cause them harm and works to minimize the harmful effects of these behaviors rather than ignore, condemn, or focus on ending the behavior. Harm reduction is focused on providing participants the opportunity to make “any positive change,” and seeks to empower participants by providing information and techniques so they can work towards decreasing potential harm in high-risk behaviors. Harm reduction-based programs have been critical to HIV prevention efforts since the 1980s and continue to play a key role in reducing new HIV infections and promoting the long-term health and well-being of people living with both HIV and Acquired Immunodeficiency Syndrome (AIDS). Empowering patients with the information necessary to make informed decisions about their own bodies has long been a core tenet of the work of the WHCWV.

Our role as service providers working from a harm reduction framework includes:

- Recognizing that drug use, sex, and other activities that may cause harm are not inconsistent with seeking to improve one’s health, community public health, or the health of drug sharing and sexual partners.
- Respecting the autonomy and choices of people we support and working with them to find the best strategies to improve their health.
- Collaborating with our communities, community leaders, and concerned persons to find the best strategies to improve the public health of all communities.
- Providing services that are non-judgmental, non-coercive, and based on the best available scientific evidence when applicable.
- Providing services tailored to the wants and needs of each unique participant.
- Engaging all individuals who access our services with respect, dignity, and empathy.

WHCWV affirms people who engage in high-risk behavior have as equal a right to our services and programs as people who do not. People engaging with WHCWV will be treated with dignity and respect,

and services will be offered in a non-judgmental, non-coercive and equitable manner. We recognize that substance use and other high-risk behavior may, at times, be a barrier to a person benefiting fully from WHCWV's programs and services. WHCWV's response will remain person-centered and when necessary, meeting them "where they are." We will engage and involve individuals in these situations to deliver services that support their overall health and well-being.

WHCWV recognizes that people who use drugs have been at the forefront of developing harm reduction practices and will continue to play an important role developing effective programming to prevent overdose, support people living with HIV/AIDS, and prevent new HIV and Hepatitis C infections. WHCWV recognizes that people who use drugs bring valuable experience to the agency and will do its best to support those who have used or do use drugs to be full participants within our agency as clients and potential future staff or volunteers.

WHCWV will support ongoing training on harm reduction practices for all staff, contract labor, volunteers, students, and board members to ensure that harm reduction is consistently and effectively implemented within the agency. WHCWV will create an environment where access to training programs, up to date information on harm reduction practices, HIV/AIDS treatment facilities, Sexually Transmitted Infection (STI) prevention, and Substance Use Disorder (SUD) treatment is easily accessible either in-house or through a referral partner.

2 SERVICE ENVIRONMENT

2.1 SAFE AND SECURE SPACE

The WHC Harm Reduction Program staff and WHCWV will be responsible for maintaining a safe work environment for all staff, volunteers and participants. The Harm Reduction and Syringe Services will take place in the clinical area of the WHCWV. There is one waiting room and one check-in desk, with an entrance featuring a security door and buzzer for participants. Both the Harm Reduction Program Coordinator's office and exam rooms are located adjacent to the waiting rooms and both will be used for one-on-one encounters with participants. The Hazardous Waste Room is equipped with a key lock to store all returned sharps as well as additional storage. All educational materials and supplies will be stored in the Harm Reduction Program Coordinator's office, with all syringes, naloxone and other safe use supplies kept in a locked cabinet. Overflow supplies are stored in the locked supply closet adjacent to the Hazardous Waste Room. No areas of the clinic are accessible from the waiting room, with most additional doors in the clinic secured with access only by staff key fob. Once they leave the waiting room, participants will be accompanied by staff at all time. All supplies and equipment to provide services will be made available to appropriate staff and not accessible to participants. Common areas and walkways will remain clear of obstruction. Participant interactions will be conducted in private exam rooms or other designated private spaces such as the Harm Reduction Program Coordinator's Office. All syringe exchange will take place in marked, designated areas during service hours and no children will be present in these areas at any time. In the event of a staff member or participant being diagnosed with or showing symptoms of COVID-19, arrangements will be made individually for services to ensure the health and safety of everyone involved.

2.2 EMERGENCY PLAN

For the purposes of this policy, Person in Charge (hereafter referred to as PIC) refers to the Harm Reduction Program Coordinator, Chief Nurse Executive, or the most senior service provider. All incidents and adverse events should be reported on the WHC Harm Reduction Program Incident and Adverse Reporting Form (Appendix A.). For further description of adverse events, see “Community Relations.”

2.2.1 Location of the Fire and Emergency Plan

The Fire & Emergency Action Plan can be found in the WHCWV Safety Manual located at the front desk, in volunteer and employee on-boarding packets and posted on the wall in the Harm Reduction Program Coordinator’s Office.

2.2.2 Reporting & Evacuating During a Fire or Other Emergency:

This description relates to fires and other life threatening situations and emergencies that require evacuation. In the event of fire, power failure, or other emergency requiring immediate evacuation of the building, staff will follow the procedure below:

Step 1 – Use Fire Extinguisher

- If fire is very limited, use fire extinguishers located by the Washington Street emergency exit, in the back entrance hallway, in the lab, or in the staff lunchroom.

Step 2 – Notify Staff and Patients

- The person first aware of the emergency requiring evacuation will immediately give notice of the need to evacuate by pulling one of the fire alarms located in the entrance foyer, by the Washington Street emergency exit, or by the staff exit.

Step 3 –Call Authorities

- The person aware of the emergency will dial 911 and request assistance.

Step 4 – Evacuate the Building

- Staff members will assume responsibility for the calm communication and evacuation of patients and staff and for closing doors (leave unlocked for firefighters) in their work areas. If possible, they should bring a copy of the patient and staff schedule for the day to the evacuation area to ensure that everyone is accounted for. EXITS are located on the front, side, and rear of building. Area evacuation assignments are as follows:

Greendale Emergency Exit and/or Greendale Main Exit: Receptionist and front office staff assist patients in waiting room, patient restroom, conference room, and front office. Receptionist takes appointment sheets if possible. Administrative office exits to Greendale through the Greendale main exit.

Washington Street Emergency Exit: Lab, Harm Reduction Program Coordinator office, GYN exam rooms, lab medical assistant, Parent Program and nurses’ office exit to Washington Street.

Rear Parking Lot Staff Exit: Procedure and Recovery rooms—attending nurse, medical assistant and/or autoclave technicians, and counselor. Clients needing assistance evacuating with a wheelchair or stretcher may be evacuated through the closest safe exit. Staff in charge of the procedure and recovery areas will ask for assistance from other staff to evacuate clients in those areas. These evacuations will take place through the rear exit or the closest safe exit.

Persons evacuated will be instructed to go to the auxiliary WHC parking lot as a primary location and across West Washington Street in the vacant lot as a secondary location. The supervisor on duty will verify that all areas are cleared. They will also serve as contact with emergency crews. Re-entry will not be allowed until all danger has passed and notification of such has been given by the Fire Department or Police Department, depending on the type of emergency and department handling the call. The supervisor on duty will notify staff and patients when it is safe to return to the building.

2.2.3 Portable Fire Extinguishers

There are portable fire extinguishers at the following locations in the building:

1. By the Washington Street emergency exit
2. In the back entrance hallway
3. In the lab
4. In the staff lunchroom

All portable fire extinguishers are marked by a red fire extinguisher sign directly above. Fire extinguishers should be used only by staff trained to use them to control fires from non-combustible hazards. Training will be provided on a yearly basis. Fire extinguishers are inspected monthly by the WHCWV Office Manager and annually by AirGas, phone number- 304-346-0875.

2.2.4 Pull Alarm Stations

Pull alarm stations are located in the entrance foyer, by the Washington Street emergency exit, or by the staff exit. These bright red metal boxes are activated by pulling the handle down firmly until the alarm is heard. Proceed to the nearest exit to evacuate the building.

2.2.5 Escape Procedures and Exit Routes

All exit doors at WHCWV have panic bars and are marked with lighted signs. Exit is always permitted regardless of whether the door is locked to outside visitors. During an emergency due to fire or other hazard, all employees must exit the building in a quiet and orderly manner. Employees are to leave through the nearest and safest exit door. All exits, stairways, doorways, and hallways must always remain clear and unobstructed. All persons exiting should remain low to the ground in smoke filled areas.

The following staff is responsible for ensuring the building is evacuated quickly and orderly:

- The Office Manager will ensure that all staff, volunteers, and participants are evacuated from the following areas: waiting room, patient restroom, conference room, and front office.
- The Harm Reduction Coordinator will ensure that all employees, patients, and volunteers are evacuated from Lab, counseling office, GYN exam rooms, Parent Program and nurses' office
- The Chief Nurse Executive will ensure that all staff, volunteers, and participants are evacuated from the Procedure and Recovery rooms.

2.2.6 Accounting for Employees, Patients, and Volunteers

Persons evacuated will be instructed to go to the auxiliary WHC parking lot as a primary location and across West Washington Street in the vacant lot as a secondary location. Participants are strongly encouraged to join staff and volunteers in this area but will not be required to do so. The PIC(s) are responsible for ensuring that staff and volunteers comply with this requirement and encouraging participants to comply.

The PIC must then take inventory of staff and volunteers and note any absent parties. The PIC must call the Executive Director of WHCWV as soon as possible to report the fire or emergency.

2.2.7 Facility Lockdown

Any threats to the building/facility, any threats to a person inside the building, an active shooter or violent person in the area, or any other credible imminent life-threatening danger around the building will result in a lockdown.

In the event of a facility lockdown the PIC(s) shall ensure that all doors are locked to the outside and that someone has called 911 and reported the imminent threat. Staff, volunteers, and participants will calmly retreat to the secure area in the recovery room. This area shall be used for a lockdown area because it is located centrally, is secure with no windows and it is also near an emergency exit. In the event this designated space cannot be accessed, the PIC(s) will instruct to stay in place.

The PIC shall call the Executive Director of WHCWV to report the lockdown as soon as possible. All locked down persons in the building shall shelter in place or in the lockdown area until the PIC has announced that the lockdown is over.

2.2.8 Resuming Operations after Fire or Other Emergency

The PIC will ensure the safety of staff, volunteers, and participants on the property and assess any remaining hazards. Re-entry will not be allowed until all danger has passed and notification of such has been given by the Fire Department or Police Department, depending on the type of emergency and department handling the call. The supervisor on duty will notify staff and patients when it is safe to return to the building. The PIC will complete an incident report and take photographs or video of any potential damage.

2.2.9 Response to Medical Emergency

A medical emergency situation can occur anywhere in the clinic. If ambulance transportation to the hospital is necessary, an ambulance from the City of Charleston (911) will be called. It should arrive within 3-5 minutes.

Emergency equipment and medications are located on the crash cart. Oxygen is located in each procedure room. Physicians and nursing staff are responsible for complete knowledge and proper usage, location and maintenance of emergency supplies.

Staff roles are outlined below.

MEDICAL EMERGENCY PROCEDURE PROTOCOL

STAFF ROLES

STAFF MEMBER FINDING PATIENT IN CRISIS

1. Call out in a loud voice "I need help."
2. Ask a coworker to call 911.
3. Begin CPR if indicated. If staff member finding crisis does not know CPR, call for a medical staff person.

PROVIDER

1. Provider informs the medical assistant who calls for the charge nurse.
2. Medical assistant remains in the room for assistance and periodically checks and records vital signs.
3. Provider makes the referral on the telephone to the emergency room regarding the patient status and documents the condition of the patient.
4. Provider talks with family member/friend of the patient (if applicable) regarding the condition and plan of care.

5. Provider takes care of the patient in the other procedure room prior to going to the emergency room.

CHARGE NURSE

1. Remains with patient and provider (reviews provider orders, starts progress sheet, records vital signs and documents as needed).
2. Assesses the situation and advises autoclave technician regarding notification of Chief Nurse Executive and Executive Director's office.
3. Carries out necessary procedures (i.e., starts IV, oxygen, records vital signs).
4. Assigns someone to copy chart for transfer to the hospital and to call an ambulance.

AUTOCLAVE TECHNICIAN

1. Responds to requests from charge nurse.
2. Remains in procedure area.
3. Moves the crash cart into the procedure room.
4. Calls 911 emergency transport when instructed to do so by the charge nurse.
 - a. Request "silent code", ambulance does not arrive with siren and lights flashing.

RECOVERY ROOM NURSE

Remains with patients, closes door, reassures. Does not discharge patients until hallway is clear.

FRONT OFFICE/RECEPTIONIST

The receptionist will copy the patient chart. Front office will assist in suspending patient flow and maintaining clear entrance to facility without creating undue alarm to visitors and clients.

WHC Harm Reduction Program staff will follow the guidance of EMS upon their arrival. In the event of a potential opioid overdose, a trained staff member will administer naloxone if warranted. All WHCWV employees carry current certification in basic CPR. At no time is there to be syringe services without a WHCWV employee present. All WHCWV staff and incoming volunteers will be trained on the administration of opioid antagonist using a combination of WV Health and Human Resources and www.prescribetoprevent.com resources. The Harm Reduction Program Coordinator shall provide a voluntary de-briefing session to discuss the group's response to an opioid overdose and any psychological effects of those who witness the emergency.

2.2.10 Handling Accidents

ACCIDENT AND INCIDENT INVESTIGATION:

All accidents and incidents should be investigated by the Department Manager or Supervisor. Serious accidents or any unusual frequency of accidents in any department should be investigated by the Safety Committee.

ACCIDENT REVIEW

Every accident and incident report should be reviewed and studied to determine cause. Proper recommendations to prevent recurrence should be made to the Safety Committee.

The Executive Director should be furnished quarterly safety committee minutes containing the following information:

- Number of accidents and incidents quarterly. Separate reports of employee accidents and patients, visitors and others.
- Predominant causes of accidents should be shown.
- Monitoring to evaluate specific trends relating to causes and type of incidents/accidents.

- Recommendation to the executive director containing actions to reduce the likelihood of a similar accident occurring in the future.

ACCIDENT INVESTIGATION

The detection and elimination of accident hazards through investigation is one of the most effective methods of improving the safety record of an organization. Once the accident sequence is set in motion, little can be done to control the degree of severity. For this reason, all accidents and “near misses” should be investigated.

Documentation of accident investigation is provided by the supervising manager on the incident report form. Additional investigation may be conducted by the Safety Officer. For further explanation about what to do in the event of a needle stick or blood borne pathogens, see “Blood Borne Pathogens Post Exposure Plan.”

2.2.11 Flooding, Natural Disasters, Extreme Weather, and States of Emergency

In the event of forecasted flooding, natural disasters, or extreme weather the facility will be closed until the weather has subsided. In the event of a declared State of Emergency, the facility will follow the guidance of local officials. The Executive Director will determine and inform staff and volunteers as soon as possible when the facility will close due to any of these conditions. Staff and volunteer safety is of the utmost importance and no staff or volunteer should travel to the facility if they do not feel it is safe. Special accommodations shall be made to ensure clients have access to the full array of harm reduction services as soon as possible after a flood, natural disaster, extreme weather or State of Emergency.

2.2.12 Handling Serious Illness

Staff or volunteers that are sick will be instructed to stay home. Staff and volunteers will not be permitted to perform work duties if they have a serious illness that compromises their safety or the safety of others. If it is determined that a WHC Harm Reduction Program staff or participant has a serious and contagious illness, they will be sent home or to a place of isolation immediately.

WHCWV will engage in activities that reduce the spread of contagious illnesses. This includes, but is not limited to, paying for daily cleaning and sanitation services, ensuring access to masks and other Personal Protective Equipment (PPE), and offering access to health insurance to eligible employees.

2.2.13 Addressing the Needs of Special Populations in Emergency

Participants with physical disabilities will be provided services and special accommodations under the Americans with Disabilities Act (ADA). During one of the previously mentioned emergencies that may take place on site the Harm Reduction Program Coordinator will designate a staff or volunteer to support the disabled participant’s needs. Participants who live in substandard housing or who are experiencing homelessness will be provided access to information about city-run emergency shelters during the event of extreme weather situations.

2.2.14 Relocation of Syringe Services in the Event of an Emergency

If relocation becomes necessary due to a fire, flood, natural disaster, and other life-threatening situation the WHC Harm Reduction Program shall operate out of the Unitarian Universalist Congregation of Charleston, WV (hereafter referred to as UUC). The address for the UUC is 520 Kanawha Blvd W,

Charleston, WV 25302. The contact for the facilitation of our use of this facility is Congregational Administrator Sarah Stone. She can be reached at 304-345-5042. Upon identifying the need for relocation, the Harm Reduction Program Coordinator shall notify the congregational administrator of the UUC. The UUC will assign the WHC Harm Reduction Program the most appropriate location in the church to provide services based on the church's programs and needs. The church has many safe, clean, and private areas that could accommodate the WHC Harm Reduction Program. This includes, but is not limited to the meeting area and the front room. All the identified areas can be accessed from the main entrance on Kanawha Boulevard.

2.3 STAFF SECURITY AND SAFETY POLICY

Policy: All WHC Harm Reduction Program staff and volunteers must observe proper safety and security precautions during syringe service operations. The physical environment must remain clear of obstructions and with adequate lighting. Wet floors should be marked as such. All safety concerns are to be addressed by the PIC immediately to avoid general accidents as well as needle stick injuries.

Procedure: Prevention of Needle Stick Injuries:

- All WHC Harm Reduction Program staff and volunteers should be educated regarding the safety precautions for carrying and handling syringes and other sharps, emphasizing the agency's safety policies and procedures during transactions with participants.
- WHC Harm Reduction Program staff or volunteers must never handle used injection equipment without the proper safety equipment.
- The following safety equipment must be available during syringe exchange operations:
 1. Puncture resistant gloves
 2. Standard exam gloves
 3. Spill Kit
 4. Forceps or tongs or grabber
 5. Eye Protection
- Any WHC Harm Reduction Program staff or volunteer who directly handle hazardous waste must wear protective clothing which includes gloves, long sleeves or a lab coat, long pants, and closed toe footwear.
- All used injection equipment should be placed in an approved leak-proof, rigid, puncture resistant sharps container.
- Sharps containers should be placed on a secure surface or on the ground and always kept level. WHC Harm Reduction Program staff and volunteers should NEVER hold a sharps container during the exchange process.
- Injection equipment that falls outside of the sharps container should be retrieved by the participant who is returning the equipment, when possible. If this is not possible, the tongs should be used to pick up any equipment to be placed in the container.
- WHC Harm Reduction Program and volunteers should NEVER re-cap used syringes. Participants should be encouraged to put syringes directly into sharps container after using. Demo syringes used for naloxone training only may be re-capped by the trainer and are to be clearly marked as "Demo Use Only."
- Only one participant at a time should be in the designated sharps exchange area.
- Sharps containers should never be filled above the manufacturer's fill line.
- No one should ever insert hands into the sharps containers or forcibly push used injection materials down into the container.

- All sharps containers must be disposed of in accordance with the company contracted to remove sharps and other biohazards from the clinic. See "Sharps Disposal Plan."

2.4 BLOOD BORNE PATHOGENS POST EXPOSURE PLAN

DEFINITIONS:

Needlestick: contact with a needle contaminated with blood/body fluid which causes a break in the skin.

Exposure:

1. Exposure to blood or body fluids through needlestick, instruments, sharps, surgery or traumatic events;
2. Exposure of mucous membranes to visible blood or body fluids: or
3. Exposure of skin to visible blood or body fluids, when the exposed skin has an open cut, is chapped, abraded or afflicted with dermatitis or the contact is prolonged or involves an extensive area.

Source Patient/Individual: the individual whose blood/body fluid was involved in injury to another.

POLICY:

All injuries involving needlesticks and/or blood/body fluid exposures are to be reported to the WHC Charge Nurse. Follow-up of all exposures will be coordinated by the Charge Nurse. Confidential counseling and testing of the source individual and the injured person will be coordinated by the Charge Nurse.

The Charge Nurse or supervisor on duty in the department/unit where exposure occurs is responsible for immediate follow-up. Packets are located in an envelope in the lab titled "Exposure Follow-Up Packet" with specific instructions for obtaining appropriate consents and lab work in a timely manner.

All follow-up is confidential. Results of testing are provided in a confidential manner to the exposed employee. Positive test results will be reported to the source individual's treating physician and to the source individual if requested. **All exposure follow-up testing is to be ordered by the Charge Nurse or clinical supervisor to ensure confidentiality and compliance with legal requirements.**

Prophylactic medications such as PreP may be administered based on lab results and review by the WHC Medical Director.

PROCEDURE:

1. Any WHCWV or WHC Harm Reduction Program staff, volunteer, patient, or participant who is potentially exposed to a blood borne pathogen while performing regular duties shall immediately:
 - Wash the affected area with soap and water
 - Flush exposures to the face or eyes at the designated eye washing station
2. Report all needlesticks, blood/body fluid exposures to the Charge Nurse or clinical supervisor immediately. Initial evaluation including source lab work should be completed within two (2) hours of the injury or exposure to maximize opportunity for prophylactic care if needed.
3. Pick up an "Exposure Follow-up Packet" from the lab. The packet contains two sets of materials, one for the source and one for the exposed individual including:
 - Instructions
 - Consent forms, lab slips for both the source and the exposed individual

- Educational information
- Accident/Injury report forms (for employee use)
- Confidential Employee Health forms with areas highlighted to be completed

SOURCE ACTIVITIES:

- CONSENT: Obtain informed consent from source to draw lab results (signed form). The Original copy is placed in the Employee Health file. DO NOT PUT ON PATIENT'S CHART. A script is provided on the top of the form to be read to the source before requesting consent. **If consent is refused – notify the supervisory nursing staff immediately.**
- LAB WORK: Contact lab to draw blood for HIV, HbsAG, and Hepatitis C.
 - **NOTE**: If blood is available in the Lab, it may be used for testing.
 - If Nursing staff draws the blood, two (2) red top tubes are to be drawn. The tubes are to be labeled with the "P" number provided on the top of the consent form, the date, and initials of the person drawing the blood. DO NOT PUT SOURCE NAME ON THE TUBES. Lab slips are provided. **The specimen is to be sent to the lab immediately with the lab slips.**

EXPOSED INDIVIDUAL ACTIVITIES:

- TEST RESULTS: HIV report will be called to the nursing staff within one hour after the specimen is received by the lab. If the source test results are positive, the nursing staff or Charge Nurse will contact the attending physician.
- CONSENT: Obtain informed consent (educational information provided) from exposed individual to have lab work drawn (signed form). Original copy is placed back in the Employee Health file. Testing of the exposed individual is not mandatory but is highly recommended. If testing is refused, the declination section of the form must be signed.
- LAB WORK: Coded numbers are used to maintain confidentiality. Lab work will be drawn at the direction of the Charge Nurse. If the exposed individual refuses consent for HIV, but consents to phlebotomy, blood will be drawn and held for 90 days. If within 90 days of the exposure incident, the employee elects to be tested, the HIV testing should be done as soon as feasible. If venipuncture is refused, the exposed individual is to sign a waiver for refusal.
 - Additional lab work may be required following initial testing at 6 weeks, 3 months and 6 months.
- TEST RESULTS: Source HIV test results will be called Employee Health within one hour after being received by the Blood Bank. Employee Health will notify the exposed individual immediately of source test results. HBsAG and Hepatitis C source results will be faxed to WHC within three days. If tests are positive, the exposed individual will be notified. Results of testing on the exposed individual will be provided to the individual by the Charge Nurse.
- TREATMENT: (medications) If appropriate, prophylactic treatment such as PreP will be initiated at the direction of the WHC Medical Director. Counseling and follow-up will be coordinated by the Charge Nurse.

EXPOSURE PACKET COMPLETION:

Assure the following forms have been completed and are placed back in the employee exposure file by the end of the shift.

- Employee Confidential Record: Complete section #1
 - i. It is essential that both **SOURCE** and **EXPOSED** individual's information is provided and Employee Health accident/injury form
- Source original consent form
- Exposed individual's original consent form

CONFIDENTIALITY:

- Exposure follow up records are maintained confidentially and kept separate from other Employee Health records.

2.5 SHARPS DISPOSAL PLAN

Policy: Women's Health Center of West Virginia will comply with the rules set forth by the State of WV for the proper storage and disposal of all infectious waste. The policy is designed to protect staff, participants, and volunteers from encountering infectious medical waste.

Procedures: It is expected that MPHR will receive more than 50 pounds of infectious medical waste per month. Therefore, a permit will be obtained and maintained if it is required by the State. The Harm Reduction Program Coordinator and/or the WHC Harm Reduction Program Administrator will be responsible for the ongoing review and development of policies and for obtaining and maintaining the above-mentioned permits. The Harm Reduction Program Coordinator is also considered the Infection Control Manager.

2.5.1 Infectious Waste

Infectious waste includes the following: Cultures and stock of microorganism or biologicals, blood and blood products, pathological waste, sharps, animal carcasses, body parts, bedding and related wastes, isolation wastes, contaminated soil, water, or other debris resulting from the clean-up of a spill.

Sharps will be collected in rigid, leak-proof, puncture resistant containers clearly marked as Biohazard Infectious Waste.

2.5.2 Storage of Medical Waste

Storage of medical waste other than sharps cannot exceed 30 days. All medical waste containers will be stored in a corrugated box in the Hazardous Waste Room which is locked with a key only authorized individuals can access. Container lids should be locked in place and should not be re-opened for any reason. The containers will be stored in this manner until the medical waste disposal company arrives to remove them from the facility. They are currently scheduled once per month.

The storage area is clearly labeled with appropriate international bio-hazard signs and indicates that unauthorized people are not allowed.

Sharps containers should be placed inside a red garbage bag labeled 'bio-medical waste' or 'biohazard.' Bags should be bound at the gathered end and taped shut prior to storage. WHC Harm Reduction Program staff and volunteers must use appropriate PPE while packaging infectious medical waste for storage.

The storage area should be kept clean and in good repair.

2.5.3 Infectious Waste Removal

Infectious waste is removed from the facility by:

Stericycle, Inc., 88 W Airport Industrial Park R, Parkersburg, WV 26104

Phone: 800-424-9300

The manifests from MWS are paper copies and will be maintained for 6 years as per WHCWV's document retention policy.

NO INFECTIOUS WASTE IS TREATED AT WHCWV.

2.5.4 PPE and SPILL KITS

Policy: In support of Women's Health Center of West Virginia, Inc.'s (WHC's) intention to ensure a safe work environment and regulatory compliance, a program has been developed to provide appropriate personal protective equipment (PPE). In addition

Purpose: To determine, assign and enforce the use of personal protective equipment by assessing workplace hazards.

Procedure:

Managers: Primary responsibility for implementation of the PPE Program in their departments, including

- Identifying and evaluating hazards in their department
- Providing appropriate PPE to employees
- Ensuring employees are trained on the proper use, care, and cleaning of PPE

Employees: Responsible for using PPE and following PPE Program requirements:

- Wearing PPE as required
- Attending required training sessions
- Caring for, cleaning, and maintaining PPE as required
- Informing the supervisor of the need to repair or replace PPE
 - NOTE: Failure to comply may result in disciplinary action

WHC Safety Committee: Responsible for the development, implementation and administration of the PPE Program including:

- Assisting supervisors in conducting workplace assessments to identify hazards which necessitate the use of PPE
- Reviewing, updating and evaluating the overall effectiveness of the PPE Program

Safety Office Staff:

- Functions as a resource to employees, supervisors and the CAMC Safety Committee including:
 - Assisting with hazard assessments
 - Selection of proper equipment, and training
 - Providing regulatory updates

PROGRAM ELEMENTS

Hazard Assessment

- Supervisors will assess the workplace to determine the nature of hazards that may be present, and assign appropriate PPE.
- Once the initial hazard assessment has been completed, the supervisor shall:
 - Purchase and issue the appropriate PPE according to this policy
 - Ensure defective or damaged equipment is not used.
 - Ensure required PPE is used by employees
- Hazards should be reassessed by supervisors when new products, equipment, or procedures are introduced, or as needed.

Protective Equipment Selection

Eye and Face Protection

- Suitable protectors shall be used when employees are exposed to hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
- Side protectors shall be used when there is a hazard from flying objects.
- Goggles or face shields shall be used when there is a hazard from chemical or biohazardous splashes
- For employees who wear prescription lenses, eye protectors shall either incorporate the prescription in the design or fit properly over the prescription lenses.
- Protectors shall be marked to identify the manufacturer.
- Eye and face protectors shall meet all provisions contained in the American National Standards Institute standard (ANSI Z87.1-1989).

Hand Protection

- Suitable gloves shall be worn when hazards from chemicals, blood, body fluids, cuts, lacerations, abrasions, punctures, burns, and harmful temperature extremes are present.
- Glove selection shall be based on performance characteristics, conditions, duration of use, and hazards present.

Protective Clothing

- Protective clothing shall be worn when hazards from heat, splashes of hot metals, hot liquids, caustic chemicals, blood and/or bodily fluids, impacts, cuts, acids and radiation are present.
- Protective clothing is to be inspected to ensure proper fit and function for continued protection.
- It is important to refer to manufacturers' selection guides for the effectiveness of specific materials against specific chemicals.

Cleaning and Sanitizing

- Protective equipment shall be capable of being cleaned and sanitized (or otherwise disposed of.) PPE shall not be shared between employees until it has been properly cleaned and sanitized.

Purchase of PPE

- WHC will purchase and provide required PPE based on the defined hazards in the work environment.

Training

- Any worker required to wear PPE shall receive training in the proper use and care of PPE. Periodic retraining shall be offered to both the employees and the supervisors as needed. The training shall include, but not necessarily be limited to, the following subjects:
 - Why, when, and what PPE is necessary to be worn
 - Where PPE is located
 - How to properly put on, take off, adjust, and wear PPE
 - The limitations of PPE
 - The proper care, maintenance, and disposal of the PPE
 - Demonstration that the employee understands the training material and is able to use PPE properly
- After the training, the employees shall demonstrate that they understand the components of the PPE Program and how and when to use PPE properly, or they shall be retrained. A record of training is maintained for each employee.

Recordkeeping

- Written records shall be kept of the names of persons trained, the type of training provided, and the dates when training occurs.

Personal protective equipment (PPE) and spill kits will always be available at the clinic. Employees are trained every year on blood borne pathogens and appropriate use of PPE and spill kits. Records of this training are maintained. The Healthcare Provider on site should be called to respond to any medical waste spill or bodily fluid spill that may occur in the facility. All other people should move away from the area until the medical staff can intervene to clean up any spill or medical waste.

A spill kit is located within proximity to the storage area, and it contains all the necessary items to clean a hazardous spill. The exact contents of each kit may vary by brand, but they are to be purchased from a reputable medical supply vendor. Additional supplies will also be available if needed. The Healthcare Provider will be responsible for being aware of and following the manufacturer's instruction for cleaning spills.

These policies will be modified and updated as needed to comply with current WV State guidelines for medical waste disposal and hazardous spills.

3 STAFF TRAINING AND CREDENTIALING

3.1 REQUIRED TRAINING

The WHC Harm Reduction Program staff may consist of Women's Health Center of West Virginia employees, contracted individuals, volunteers, or local university students on various clinical rotations. For this document, any of these positions may be referred to as "WHC Harm Reduction Program staff and volunteers" unless otherwise specified. Various positions are to only perform tasks and services within

their unique licensure scope of practice where applicable or under the direct supervision of such licensed professional. All service providing staff and volunteers must possess a friendly, non-judgmental attitude towards participants and maintain the dignity and respect of all other staff and participants. Each licensed individual will be responsible for license renewals and annual continuing education requirements. Any new clinical staff or contracted individual shall receive an orientation on their first day with information including, at a minimum, primary job responsibilities and confidentiality requirements. Any individual interacting with participants at the WHC Harm Reduction Program, will have documented training completion at least annually on topics including, at a minimum:

- WHC Harm Reduction Program policies and procedures manual
- Importance of maintaining confidentiality and privacy of participants
- Available services and eligibility requirements of the WHC Harm Reduction Program, including syringe access
- Overview of harm reduction principles and service model used by WHC Harm Reduction Program
- Disposal of infectious waste and syringe safety
- Sharps waste disposal in the facility as well as WV state guidelines for home-generated sharps
- Procedures for making and referring to services not available on-site
- Hierarchy of risk related to certain sex and drug use behaviors and how to reduce those risks
- Education and demonstration of safer injection practices
- Opioid antagonist administration
- Overdose prevention, recognition, and response
- Overview of community concerns and outreach strategies
- Cultural diversity and sensitivity
- Understanding of multiple paths to recovery and how to access these resources
- Infection control and the importance of reporting exposure
- How to handle and when to request assistance for potential verbal or physical threats or other escalating and potentially dangerous situations.

All WHC Harm Reduction Program staff must have the appropriate training to provide services with individual personnel files maintained to document all credentials and training received. Non WHCWV employees must keep a log of the hours they complete. The personnel files for all WHC Harm Reduction Program staff and volunteers must include, at a minimum:

- Application for employment or volunteering (including identifying information and emergency contacts)
- Detailed job descriptions
- Documentation of the date of employment and dates of completion for orientation and required training
- Documentation of licenses, certifications, and continuing education where applicable
- Documentation of any disciplinary actions, performance reviews, or termination notices

3.2 JOB/ROLE DESCRIPTIONS

The following roles are necessary for program operations and will be assigned based on availability of WHC Harm Reduction Program staff and current training completions.

3.2.1 Program Administrator

The WHC Harm Reduction Program Administrator is by default the Executive Director of Women's Health Center of West Virginia, approved by the Board of Directors. The Program Administrator will be in part responsible for; the contribution and development of policies and procedures for program operations, maintenance, and security of the facility, ensuring staff credentialing and training, program evaluations, ensuring program licensing compliance, contributing to management of budget, oversight of data collection, and review of complaint and incident reports. These responsibilities are to be maintained with the assistance of the Harm Reduction Program Coordinator and any other appropriate staff. The Program Administrator is not required to be onsite during all harm reduction/syringe service hours, however, should be available for consultation when applicable. Documentation of the Program Administrator's required education or experience will be provided alongside the application.

3.2.2 Harm Reduction Program Coordinator

The Harm Reduction Coordinator is responsible for assisting the Program Director in all above listed responsibilities and reports directly to the Program Administrator and Chief Nurse Executive. The Harm Reduction Program Coordinator's responsibilities include, but may not be limited to; overseeing accurate implementation of policies and procedures, training and supervision of other WHC Harm Reduction Program staff and volunteers, maintaining WHC Harm Reduction Program staff and volunteer training files, ensuring the safe handling of sterile and contaminated sharps waste (as Infection Control Manager), management and purchasing of inventories, coordination of community events related to harm reduction services, coordination of community syringe litter reports, managing of relations with referral providers, addressing initial complaint and incident reports, and review of education and media materials related to harm reduction and syringe services. The Harm Reduction Program Coordinator should be present during program hours. In the event the Harm Reduction Coordinator cannot be present during program hours, their responsibilities would default to the next highest ranking staff member present or the Program Administrator.

3.2.3 Healthcare Provider

The Healthcare Provider role during program operations would be responsible for providing healthcare or medical services within their specific scope of practice. These services may include wound care and education, naloxone administration and overdose reversal training, hepatitis and HIV screening, infectious disease education, referrals to additional care when applicable, STI screening and education, birth control dispensing and administration, vaccine administration and education, blood collection when applicable, and any other medical service that falls within the scope of practice. This role may be filled by any licensed healthcare provider with the following credentials: Physician (MD), Advanced Practice Registered Nurse/Nurse Practitioner (APRN/NP), Physician Assistant (PA), Registered Nurse (RN), Licensed Practical Nurse (LPN), or Medical Assistant (MA). Medical students and APRN students working toward licensing may perform some clinical tasks under the direct supervision of a licensed MD or APRN.

3.2.4 Additional Assignments or Roles During Service Hours as Related to Operational Flow

The following service assignments may be filled with any of the above-listed positions or any other WHC Harm Reduction Program staff or volunteers based on availability and training.

Reception/Greeter: Will receive training to confirm identification status. Will then direct participants to the appropriate service area.

Syringe Collection: Will supervise the return of used syringes from participants per program policy for "Collection and Distribution of Syringes."

Runner/Float: Provide direction to participants throughout the service area. Fill in wherever needed based on training completion. Assist in filling supply orders and services with the appropriate staff.

4 HARM REDUCTION AND SYRINGE SERVICES

4.1 AVAILABLE SERVICES

To provide syringe services, the WHC Harm Reduction Program will also offer a full array of Harm Reduction Services. These services shall include at a minimum, sterile syringes and harm reduction services, syringe recovery and disposal, infectious disease screening, vaccinations, birth control and long-term birth control, behavioral health services, overdose prevention supplies and education, infectious disease transmission education, and basic medical evaluations. All services are only to be provided by WHC Harm Reduction Program staff with appropriate credentialing and within their scope of practice. If any service is not available during WHC Harm Reduction Program hours or at WHCWV, a referral will be completed to the appropriate facility.

4.2 REFERRAL POLICY

The WHC Harm Reduction Program recognizes the importance of making referrals as part of a comprehensive harm reduction program. The following includes procedures for these referrals:

Procedures: WHC Harm Reduction Program staff will provide referrals to various services needed by participants. Referrals will be offered for necessary services. No one will be denied syringe access for choosing not to accept offered referrals. In general, participants will be given information to make their own calls for assistance. However, participants who require assistance with scheduling appointments, etc. will be provided with that service.

4.2.1 **Medical Referrals**

WHC Harm Reduction Program participants shall be asked at every visit if they have any medical concerns. If the medical service cannot be provided by the staff on site, the participant will be provided a document stating where they can obtain the needed medical service (Appendix B). This document will include the contact information for the service and how the service can be obtained. If the participant is uninsured, the participant will be instructed on how to obtain medical services at Cabin Creek Health Systems. Participants will be referred to the Emergency Department or Urgent Care if the medical need is immediate and cannot be handled by professional staff on-site.

4.2.2 Behavioral Health Referrals

WHC Harm Reduction Program participants will be asked at every visit if they have mental health concerns. If a participant expresses interest or a need for behavioral health services, they will be provided a document stating where they can obtain the needed mental health service and how it can be accessed. This document will include the contact information for the service and how the service can be obtained. If the participant is uninsured, the participant will be instructed on how to obtain behavioral health services at Cabin Creek Health Systems.

4.2.3 Referrals to Substance Use Disorder (SUD) Treatment

WHC Harm Reduction Program participants will be asked if they would like information about SUD treatment at every visit. If the participant would like more information about treatment, they will be provided a document with treatment options. This document will include the contact information for the service and how the service can be obtained.

Any participant interested in additional information on SUD treatment, including MOUD, will be able to meet with a healthcare provider at WHCWV and be provided with information about treatment options. They are also able to meet with the Harm Reduction Program Coordinator who can assist them in contacting HELP4WV and receiving information about facilities with openings best tailored to their needs.

4.2.4 General Social Service Referrals

Information regarding SNAP benefits, HUD applications, Medicaid and other general social services will be available for participants at WHC Harm Reduction Program. If social work students are available, they will assist with the actual forms and provide information on signing up for need services.

4.2.5 Other Harm Reduction Referrals and Agreements

Women's Health Center of West Virginia must maintain referral relationships with other service providers to ensure that participants have access to the full array of harm reduction services. These Referral Agreements are generally made with health departments, hospital systems, and Federally Qualified Health Centers. WHCWV has a large referral capacity and network that includes but is not limited to the collection of attached agreements (Appendices D-E) WHCWV will continue to establish more relationships with service providers and obtain additional referral agreements as appropriate.

4.3 INTAKE, ELIGIBILITY, & VISIT PROCESS

Any person in the community who feels they would benefit from WHC Harm Reduction Program services is eligible, with minimal exceptions. To receive syringe services from WHC Harm Reduction Program, an individual must be 18 or older, physically present and able to produce proof of West Virginia identification. Persons under 18 years of age may be eligible to receive general harm reduction services but are prohibited from syringe services. New participants will complete an intake questionnaire with a trained staff member. The intake is used to collect data and assess for potential education and service needs, as well as to review syringe service policies and procedures. Once these policies are reviewed, including the Participant Rights and Responsibilities (located in Section 6), participants will sign the form with their unique identifier to denote their agreement to follow them.

After Intake (for new participants only) and ID verification, the participant will be directed to the designated syringe return area to assess amount being returned and to be distributed per “Syringe Collection and Distribution Policy.” They will then go to an exam room or the Harm Reduction Program Coordinator’s office for privacy where they can more freely discuss any other services, referrals, education, and supply needs with the appropriately trained staff member. They will then receive their supplies and the visit is concluded.

4.4 ID POLICY

- At each visit participants must present proof of WV Identification to receive syringe services.
- The WHC Harm Reduction Program will not make copies of identification to protect participant confidentiality.
- A unique identifying code will be assigned to the participant after ID verification that includes last letter of their first name, first letter of their mother’s name, first three letters of the city they were born in and the day they were born. (If a participant does not know their mother’s name, they can choose another parent or X can be substituted.) For example, Jane was born on January 18th in Charleston, WV to her mother, Mary. Her code would be EMCHA18.

Acceptable forms of Identification:

- WV DMV issued ID
- WV Birth Certificate (or completed application)
- WV Medical Record
- WV Insurance Card
- Verification of homelessness on WV by a WV homeless service worker
- Rental lease
- Utility bill (or other form of official mail such as court documents, government agencies)
- A pay stub or W2 showing a WV address
- A WV hunting, fishing, or any other recreational ID.
- WV DMV Affidavit of West Virginia Residency
https://transportation.wv.gov/DMV/DMVFormSearch/Res-Aff_Affidavit%20of%20WV%20Residency-WF.pdf
- COVID-19 Vaccination Card (or other vaccine record)
- Voter Registration
- Vehicle Registration
- Tax document
- Proof of WV public assistance
- WV bank statement
- WV auto insurance card
- Letter from a WV homeless shelter, hotel, senior citizen's home, rehabilitation center, nursing home, children’s home, orphanage, shelter, battered women’s shelter, or Job Corps, including the facility’s physical address, that explains that the applicant is a resident at their facility (letterhead is preferred, but not required)
- Pharmacy Record showing WV Address
- WV State Harm Reduction Program Identification Card *only for clients who can be verified to have presented one of the above documents

- The WHC Harm Reduction Program card will include the participant's code, WHC Harm Reduction Program contact info, and a notice of the immunity provided by WV law to protect those returning used syringes.

4.5 SYRINGE COLLECTION AND DISTRIBUTION POLICY

Syringes will be furnished and collected from participants according to the agency's protocol with purpose of providing a sterile syringe for each injection and a goal of 1:1 return ratio.

4.5.1 Syringe collection

- Returning participants will be required to return used syringes in proper puncture proof container or to safely deposit syringes in a container provided onsite to be eligible to receive syringes.
- A trained staff member will direct the participant to the exchange area and provide instruction based on the materials being returned.
 - If a participant has loose syringes, not in a container, they will discard each of syringes one by one in a large see-through sharps container on the floor in the designated exchange area. The number discarded will be weighed as they are placed in the container.
 - If a participant has used syringes in a sealed, previously issued sharps container, they will be instructed to remove the lid so WHC Harm Reduction Program staff can visually inspect the contents. Then the participant will be asked to set the container on the scale placed on the floor. WHC Harm Reduction Program staff will note the weight of the container and its contents. The weight of the container will then be subtracted from the total to determine the respective volume of syringes based on previously determined reference weights and measurements.
 - If the participant returns a puncture resistant household container such as a bleach bottle, they will be instructed to remove the cap so WHC Harm Reduction Program staff can visually inspect the contents. The participant will then place the container on a scale. The staff will note the weight of the container and its contents. The weight of the household container will then be subtracted from the total weight to determine respective volume of syringes based on previously determined reference weights and measurements.
- All returned containers will then be boxed up in accordance with the current waste management policy and stored in a locked area until picked up by a contracted waste disposal company.
- New participants will not be required to provide used syringes to receive initial supply.
- Returning participants must return a minimum of 90% of the syringes they were given on their last visit. Participants will be encouraged and incentivized to return with at least 100% of previously distributed syringes. For participants who do not return with at least 90% of their syringes, the following procedures will be followed:
 - First occurrence: A verbal warning by the Harm Reduction Program Coordinator and a reduction in the number of syringes given (I.e., if they were initially given 50 and only returned 25, they will be given 25). An action plan will be created by the participant and Harm Reduction Program Coordinator to mitigate syringe

loss, which may include more frequent visits, different styles of sharps containers or addressing other mitigating factors.

- Second occurrence: A formal written warning by the Harm Reduction Program Coordinator, as well as a further reduction in syringes given.
- Third occurrence: Participant will be suspended from the WHC Harm Reduction Program for four weeks, after which they must complete the initial intake process again. Participants will be provided with safe use kits and any additional materials to help increase safety during this period.

Syringe Distribution

- For New Participants: After intake process is complete, WHC Harm Reduction Program staff will predict the number of syringes needed based on reported number of injections per day, duration of time until next visit, and travel distance.
 - The participant may opt to receive any combination of available syringes to best match their injection needs. See “Syringe Descriptions” for available syringes.
- For Returning Participants: The number of syringes provided to return participants will depend on the noted volumes of returned syringes as noted in the Syringe Collection Procedure.
- Prior to distribution, syringes will be weighed and weight/number of syringes distributed will be written down along with participant’s unique identifying code.
- The participant will then be provided a puncture resistant sharps container of a size that best corresponds to the number of syringes provided.

4.6 SYRINGE DESCRIPTIONS

In the event a discarded syringe in the community must be identified as being distributed by the WHC Harm Reduction Program, the following descriptions can be applied. All syringes distributed by the WHC Harm Reduction Program will also be marked with a small round green sticker.

- Easy Touch Insulin Syringe: Clear barrel, black text, orange needle and plunger caps, fixed/attached needle
 - 1cc (mL) or 100 units-large hash marks in increments of 10 with individual hash marks from 1-100
 - Text on Barrel: Easy Touch (logo), “USE U-100 INSULIN ONLY, SINGLE USE ONLY”
 - 29 gauge, ½” needle, referred to as “longs”
 - 30 gauge, 5/16” needle, referred to as “shorts”

Any discarded syringes found in the community may be returned to WHCWV for proper disposal, even if found to not have been distributed by the WHC Harm Reduction Program.

5 HARM REDUCTION SERVICES OFFERED

5.1 REGULAR HARM REDUCTION CLINIC

The regular Harm Reduction Program Clinic hours will be Monday afternoons beginning at 1:00pm and ending at 5:00pm as well as Thursday and Friday mornings beginning at 9:00am and ending at 12:00pm. The regular Harm Reduction Program is available to anyone who feels that they need services or supplies

on a walk-in basis. Any participants who arrive during Harm Reduction Program Clinic hours will be served if they meet the requirement laid out by the State Code.

5.2 MOBILE HARM REDUCTION OUTREACH (NO SYRINGE SERVICES)

The Harm Reduction Program Coordinator will provide mobile outreach on Wednesdays beginning at 2:00pm and ending at 4:00pm. This outreach will consist of distribution of naloxone, safer use kits and wound care kits, as well as providing referrals and information about various healthcare services to participants. Rotations will vary week to week but will aim to service areas of highest need around Charleston. PLEASE NOTE: NO SYRINGES WILL BE COLLECTED FROM PARTICIPANTS OR DISTRIBUTED TO PARTICIPANTS AT THIS MOBILE OUTREACH. Participants interested in syringe services will be directed to visit the clinic during regular Harm Reduction Clinic hours, as outlined above.

6 PARTICIPANT RIGHTS AND RESPONSIBILITIES

At the WHC Harm Reduction Program, we believe in compassionate and non-judgmental care. We strive to provide the best possible care. By making sure participants understand their rights and responsibilities, we are better able to provide care and meet people “where they are.” During the intake process, the participants will be provided the following list of Rights and Responsibilities, both verbally and in writing. This will also be available at the front desk and in the waiting room.

As our participant, you have the right to:

- Be treated with dignity and respect regardless of race, ethnicity, sex or gender expression, sexual orientation, national origin, religion, class, veteran status, medical status, or physical or mental ability or any other status.
- Be informed verbally and in writing of program rules and regulations and rights and responsibilities.
- Be respected and have the right to privacy and to understand the extent of confidentiality (i.e. threats of harm to self or others and requirements for reporting abuse).
- Understand that participation in any research project is completely voluntary and will not affect the services you are provided.
- Information regarding all services and supplies available, including education on the use of supplies or any other services provided.
- A 30-day advance notice of any changes in program or program hours or location via signage and social media.
- File a complaint by filling out a WHC Harm Reduction Program complaint form (Appendix C) or calling 304-344-9834 and ask to speak to the Executive Director. You may file a complaint directly to the WV Office of Health Facilities and Licensure by calling 304-558-0050 or by visiting <http://ohflac.wvdhhr.org/>
- Based on the new licensure law for syringe access, you have the right to return used syringes to the WHC Harm Reduction Program without prosecution.

- While all services are free of charge, should there be a charge for any supplies or services in the future you will be notified prior to providing the service or supplies.

As our Participant, you have the responsibility to:

- Be responsible for the syringes you are given and return used syringes to WHC Harm Reduction Program in the provided sharps container.
- Treat all members of the WHC staff and clientele with respect and without physical, sexual, or verbal threats, intimidation or solicitation. No violence will be tolerated.
- Do not buy, sell, or use any illicit substances or paraphernalia on the property or in the surrounding areas at any time.
- Do not loiter, sleep or store things on the property or in the surrounding areas.
- Protect the confidentiality of others you encounter at the program.
- Take only what is needed and dispose of used materials and supplies properly.
- Clean up drug-related waste in the community and bring used syringes gathered off the street to WHC Harm Reduction Program for proper disposal.

6.1 CONFIDENTIALITY

WHC Harm Reduction Program participants have the right to confidentiality regarding their use of harm reduction and syringe services, their patient care, and any data collected. However, there are limits to confidentiality in our setting which include the following circumstances.

- The participant is in imminent, credible harm or is a threat to themselves or others (that can be proved by observed actions or language from that participant).
- The participant has admitted to or shows reasonable suspicion to be abusive (physically, financially, or sexually) towards a minor child, elderly person, or person with a disability).

In the event of the above circumstance the appropriate intervention will be made which includes, but is not limited to, making a report to the Department of Health and Human Services 24-hour Child Protective Services and Adult Protected Services hotlines, or contacting the appropriate local authorities such as 911 dispatch.

6.2 NON-DISCRIMINATION

WHCWV is an Equal Opportunity Employer. WHCWV does not discriminate in the provision of services based on race, gender, gender identity, sexual orientation, family status, disability, socioeconomic status, mental health, or housing situation. WHCWV will provide needs-based and person-centered support and services to all populations, including those most vulnerable.

6.3 SPECIAL POPULATIONS

The WHC Harm Reduction Program is committed to serving the most vulnerable populations. The WHC Harm Reduction Program and WHCWV will provide needs-based and person-centered support and services to the following vulnerable populations which include, but are not limited to; youth, transitional aged youth (18-25), sex workers, people who use drugs, people who are discharged from incarceration or

hospitalization, people with psychiatric conditions, members of the LGBTQ+ community, and people of color. The WHC Harm Reduction Program is committed to continually learning and increasing ways to make our services and environment more inclusive to all underserved populations.

6.3.1 Participants with kids

No WHC Harm Reduction Program staff may be responsible for any child present with a participant during syringe services. In the event that a child must accompany a participant, they must provide their own guardian to supervise children while they receive syringe services. At no time should a child be in any area where syringe services are taking place.

7 DATA COLLECTION AND QUALITY ASSESSMENT

7.1 DATA COLLECTION

The WHC Harm Reduction Program will collect data regarding program participants and activities which will allow for reporting to agencies and grants as well as provide useful information for quality assessment and performance improvement. Data reporting and analysis will be completed at different intervals and reported with different processes, depending on the grant or agency in which it is being reported. An annual report may be submitted to the state on a form provided by the Director that includes at a minimum, total number of participants served, number and types of syringes dispensed, collected, and disposed of, number of needle stick injuries, number of participants entering SUD treatment, and number and types of referrals made for SUD treatment and other services. Data is collected and stored indefinitely in a HIPAA compliant database. Data will sometimes be collected on paper in real time and entered in the database by a trained WHC Harm Reduction Program staff member and original papers will be shredded. All data is de-identified and is subject to all state and federal rules for privacy and confidentiality. De-identified data will be made available for investigative and audit purposes when requested. Data to be collected will include at a minimum; birth year, initials, race, ethnicity, zip code, sex or gender identity, preferred language, pregnancy status, referrals made, syringes provided, syringes returned, naloxone distribution, and overdose reversals.

If the participant is willing and eligible to become a patient at the Women's Health Center of West Virginia, then medical documentation will occur in the regular electronic medical record. No information entered into the electronic medical record system will identify this patient as a WHC Harm Reduction Program participant. It is the participant's decision to share this information with their medical provider.

Based on WHCWV's document destruction policies, all patient or participant information will be retained for a minimum of 6 years. Information in the electronic medical record or any database will not be purged but may become inactive in the system. For anyone under the age of 18 years of age, documentation will be held 6 years past the date of their 18th birthday.

7.2 REDCAP AND OFFICE OF HEALTH SERVICES COLLABORATION

Support of Harm Reduction Programming | Data Collection, Data Stewardship, and Evaluation Planning
West Virginia University School of Public Health, Office of Health Services Research

7.2.1 Background

The West Virginia University (WVU) School of Public Health, Office of Health Services Research (OHSR) offers a secure, standardized, web-based harm reduction program (HRP) tracking and reporting system to communities and organizations interested in supporting existing and building new HRPs. This is an ongoing extension of support, intended to be inclusive of but not limited to the requirements of the Office of Health Facility Licensure & Certification through the West Virginia Department of Health and Human Resources. As background, OHSR has over a 40-year history in working with West Virginia communities and health systems to better position and empower partners to make data-driven decisions for priority health care needs. This work includes: health analytics support to primary care systems, local health departments, and other community-based organizations; technical assistance and training on health data quality and integrity; practice-based research training and implementation; informatics support in merging and analyzing data from disparate systems; return-on-investment analyses; and creation of data-centered referral systems across primary care and community partners for collective impact in meeting the needs of communities and demonstrating program effectiveness.

7.2.2 Data Collection and Evaluation

OHSR has worked closely with two states based HRPs to gain an understanding of the data collection and evaluation needs of these programs. To that end, OHSR has worked directly with HRP partners to build a comprehensive, web-based clinical information database allowing HRPs to securely and reliably track and report data on their HRP participants. This database is built within the Research Electronic Data Capture (REDCap) platform, an internationally recognized solution for creating custom, secure, HIPAA compliant data tracking and reporting. The database was built in collaboration with HRP partners and allows partners to track key metrics more easily and more systematically such as:

- Number of new and returning participants
- State and county of residence
- Gender
- Employment status
- Educational attainment
- Insurance status
- Dates of service
- Time history of drug use
- Preference in choice of drugs
- Number of Naloxone kits received
- Number of sharps containers received
- number of syringes and needles dispensed, collected, and disposed of
- Patterns of behavior in terms of sharing needles and other equipment
- Human immunodeficiency virus (HIV) testing and results
- Hepatitis B (HBV) and Hepatitis C (HCV) testing and results
- Experience with overdosing
- Experience in abstaining from drug use
- Referrals made to medication assisted treatment, peer recovery programs and other applicable programming
- Prevention education and materials provided

- Comprehensive/community services provided
- Past recovery program participation

OHSR will work with each HRP to review initial (baseline) data and develop a plan for real-time data monitoring and milestone evaluations of those data (such as monthly, quarterly, 6-month, and/or 12-month reporting intervals). Reporting in REDCap offers each HRP the ability to reliably query their own data, with OHSR providing a central administration of the data – allowing for ongoing checks of data quality and completeness, with feedback to each HRP as needed. Data will be evaluated on participant, site and organization levels, with the ability to interlay geographic information system level analyses to help highlight program reach, impact, and potential gaps.

7.2.3 Data Protections and Data Stewardship

OHSR has extensive experience working with sensitive health related data in health care and community-based settings as well as having an infrastructure in place for securely treating those data. All HRP-related data collected via REDCap will reside on a secure, cloud-based server. REDCap is a HIPAA compliant web-based software, designed for housing sensitive health related data. This software allows for user-level auditing and tracking. Each HRP member accessing REDCap will have her/his own user ID and password, combined with a two-factor authentication for added protection. At the WHC Harm Reduction Program, only the Harm Reduction Program Coordinator and Program Administrator will have REDCap access. REDCap functions with and without internet access. An app version of REDCap is designed to function in off-line environments, providing a reliable means of data collection in situations in which internet is unreliable or not available. Once the device has internet access, the data will be pushed to upload. All data downloaded from REDCap for more in-depth analysis by OHSR for HRP needs will reside on a secure virtual desktop infrastructure called VMware Horizon. This platform is provided to OHSR by the WVU Health Sciences Center (HSC) Information Technology Services. This solution has been deployed across the HSC to support the secure storage and use of sensitive data. All data entered into REDCap by HRPs will remain the property of those HRPs. OHSR aims to help facilitate standardized, reliable data tracking and reporting across West Virginia, with an emphasis on providing ongoing data analysis, evaluation, and feedback to HRP partners. At any point in time, with or without explanation, HRPs can request their data to be downloaded from REDCap and provided to them in common data formats such as comma separated value (.csv), text (.txt), or Excel (.xlsx) for example. Prior to REDCap implementation, OHSR will work with HRP leadership to put in place the necessary memorandum of understanding and business associate agreements needed.

7.2.4 Training and Technical Assistance

OHSR will offer training and technical assistance to HRP partners at time of implementation and ad-hoc based-on partner needs. OHSR is sensitive to varied levels experience with and comfort in using computer-based systems and customizes training to suite partner needs and expectations. If HRP data is housed in another electronic system or spreadsheet, OHSR will also offer technical assistance in importing those data into REDCap to eliminate loss in historic information.

7.3 QUALITY ASSESSMENT

The WHC Harm Reduction Program seeks to provide quality care and services to participants. The program centers the concerns of participants and tries to include people who use drugs in the ongoing development of goals and objectives for effective and quality services.

Procedure: The program administrator is responsible for and will review at least annually the development, implementation, maintenance, and effective evaluation of quality assessments for performance improvement and effectiveness.

This review will include the following:

1. Data collected through the time being reviewed
2. Services provided
3. Participant surveys and feedback
4. Any adverse events or incidents that have occurred during the time being reviewed
5. Any community relations issues or grievances filed during the time
6. Staff performance reviews and annual credentialing information
7. Review of current policies and procedures
8. Infection Control issues
9. Participant outcomes, I.E. overdose reversals, treatment referrals, screenings performed, and people referred for medical care, etc.

The review team will be established by the Program Administrator to look at data and information listed above and to develop recommendations for improvements to the program and/or modification of policies and procedures. This review team may include at a minimum a representative from the WHC Harm Reduction Program staff, a volunteer representative, the Medical Provider, and WHC Harm Reduction Program participants. Representatives from select referral agencies or a WHCWV Board member may also be included depending on the issues that arise during the review.

Quality assessment and performance improvement goals will be developed for the year ahead based on the team's findings.

The results of this review will be available to OHFLAC upon request. The information will also be shared with the WHCWV Board of Directors.

8 COMMUNITY RELATIONS

8.1 COMMUNITY ENGAGEMENT

WHC Harm Reduction Program and WHCWV will document positive interactions between local law enforcement or first responders and program staff members, contracted individuals, volunteers, and participants in their role as program participants. WHC Harm Reduction Program will document positive feedback expressed by participants, community members, neighborhood associations, or local law enforcement officials. WHCWV will document the steps taken by the syringe services program and harm reduction program have taken to address any reasonable concerns. These positive interactions should be reported to the Harm Reduction Program Coordinator or the Executive Director of WHCWV in writing.

WHCWV and the WHC Harm Reduction Program will continue to provide ongoing engagement with the community regarding Harm Reduction. This includes training upon request from any person or agency who is interested in learning about harm reduction topics such as overdose recognition and reversal, infectious diseases, and substance use. WHC Harm Reduction Program staff, volunteers and participants

will also participate in monthly syringe pickups in the area around the clinic and in the surrounding neighborhoods. For more information, see “Community Clean Up”.

The WHC Harm Reduction Program will maintain relationships with the municipalities and counties that the program operates with-in. The WHC Harm Reduction Program will maintain a social media presence to inform participants and community members regarding updates of the harm reduction and syringe service programs, as well as educational materials about harm reduction.

8.2 COMMUNITY, GOVERNMENTAL, AND LAW ENFORCEMENT CONCERNS

It is the intent of WHCWV and the WHC Harm Reduction Program to cooperate fully with investigations regarding legitimate complaints. Incidents involving the WHC Harm Reduction Program, including community objections or concerns, law enforcement or governmental complaints and potential legal action against the WHC Harm Reduction Program, must be reported, addressed, and documented by WHC Harm Reduction Program. WHC Harm Reduction Program staff will adhere to the following process when addressing or reporting community or law enforcement concerns:

8.2.1 Reporting, addressing and documenting community or law enforcement concerns

- Incidents related to the WHC Harm Reduction Program must be immediately reported to the executive director, verbally and in writing within twenty-four hours of the incident. The purpose of the report is to ensure documentation of incidents to identify and address potential problems.
- The executive director shall inform the WHCWV Board of Directors within 48 hours of any incident and provide recommendations for appropriate interventions.
- Appropriate interventions related to the incident will be identified and executed.
- Quarterly review of incidents and adverse effects will include the following review

8.2.2 Governmental Complaints

- WHCWV will make available participant and program records related to the WHC Harm Reduction Program to governmental agencies and will comply with reasonable requests to observe service delivery and interview participants with proper consent.
- WHCWV and the WHC Harm Reduction Program will develop and follow recommended plans of correction, if necessary, based on any governmental investigation findings.
- Any violation that poses a severe safety risk to participants, employees or volunteers will be corrected immediately.

8.2.3 Incident Reporting and Adverse Events.

The WHC Harm Reduction Program has developed and implemented policies and procedures for documenting, investigating, taking corrective action, and tracking instances of known adverse events or incidents. If a WHC Harm Reduction Program staff member has a concern about a participant’s or accompanying minor child’s safety, the individual shall follow the policy and procedure set forth below. All WHCWV or WHC Harm Reduction Program staff will respond to all safety concerns and take appropriate action, including, but not limited to, reporting to the appropriate protective services agency. Incident or adverse events may include:

- Known completed participant suicide and suicide attempts.
- Known participant death or serious injury due to trauma, suicide, or unusual circumstances.
- Selling drugs or substances on the premises.
- Harassment or abuse, including physical, verbal, sexual, and emotional, of participants by staff.
- Theft, burglary, break-in, or similar incident at the syringe services program.
- Physical violence leading to injury; and
- Significant disruption of services due to disaster such as fire, storm, flood, or another occurrence.
- Related accidents or emergencies as stated previously in “Service Environment.”

Incidents or adverse events shall be reviewed on a quarterly basis by the program administrator who may choose to make recommendations and implement changes regarding improvements in the process to prevent further incidents. All adverse events will be fully documented on an adverse event form (see Appendix A) and appropriately reported to the police or correct State Agency as necessary and promptly reported to the harm reduction coordinator and the executive director within 24 hours of knowledge of the adverse event.

A prompt investigation and review of the situation surrounding the incident or adverse event will occur and a timely and appropriate corrective action will be taken. Ongoing monitoring of the corrective action will take place until effectiveness of the action is established.

Within seven days of an incident or adverse event, the program will file a report with the Director of OHFLAC consisting of the following:

- The action or actions implemented to prevent the reoccurrence of the incident or adverse event.
- The time frames for the action or actions to be implemented.
- The person or persons designated to implement and monitor the action or actions; and
- The strategies for the measurements of effectiveness to be established

8.3 COMMUNITY CLEAN-UP

The WHC Harm Reduction Program is dedicated to working with all community members on minimizing syringe litter in the area. We provide guidance to participants on the importance of proper disposal and strive to decrease the stigma of syringe litter with education, demonstration, and participation in community clean-up events. The following are some of the ways the WHC Harm Reduction Program collaborates with the community to decrease syringe litter:

- Make it known to First Responders in Kanawha County, the local health department, and community members that, with notice, trained WHC Harm Reduction Program staff will go to a particular location within Charleston and surrounding areas to retrieve syringes found in the community during business hours. Discarded syringes may be reported by phone, in person, or

email. Outside of business hours, syringe litter may be reported to the 24/7 SOAR Syringe Hotline by texting or calling 304-932-0087. A record will be kept of any syringes collected as a result of these community reports.

- The WHC Harm Reduction Program will work with all First Responders in the surrounding area to provide sharps containers and additional training if needed.
- All sharps collected in the community by First Responders or community members may be returned to WHCWV for proper disposal, either directly to WHC Harm Reduction Program staff or by utilizing the syringe drop box located in the WHCWV parking lot.
- WHC Harm Reduction Program staff, volunteers and participants will also participate in monthly syringe pickups in the area around the clinic and in the surrounding neighborhood.
- Partner with Public Works, City of Charleston, Code Enforcement, and local landlords to remove syringe litter from abandoned properties and encampments.

Appendix A



Women's Health Center of WV Harm Reduction Program

Incident & Adverse Event Report

Date: _____

Person Reporting: _____

Participants Involved (list by code or name): _____

Description of Adverse Event (add sheets as necessary):

Signature of Reporting Individual _____

Report Within 24 hours to: Harm Reduction Coordinator or Executive Director

Plan of Correction (add sheets as necessary):

Signature of Harm Reduction Coordinator: _____

Signature of Executive Director: _____

Executive Director Report To:

_____ **Women's Health Center of West Virginia Board of Directors within 48 hours**

_____ **OHFLAC Director within seven (7) days**

Women's Health Center of West Virginia
510 W. Washington St., Charleston, WV 25302
(304) 344-9834

Appendix B



Women's Health Center of WV Harm Reduction Program

Referral Form

Participant Need: _____

(For Example: Medical Care, Behavioral Health/Mental Health Care, Homeless Services, SUD Treatment, Clothing, Food, Family Planning & Birth Control, STI Testing & Infectious Disease Treatment)

	Options to Obtain Needed Services:	Contact Information for Service:	How to Obtain Service:
1.			
2.			
3.			

Participant Code or First Name: _____

Follow Up Info (if applicable)

If yes, how can they be contacted? Text Email Phone Call Contact Info: _____

Follow Up Appointment Date/Time (if requested): _____

Or, does participant want to meet at next exchange? If so circle & write date

M (1-5pm): _____ **Th (9am-12pm):** _____ **F (9am-12pm):** _____

Staff to ask for: _____

Women's Health Center of West Virginia
510 W. Washington St., Charleston, WV 25302

(304) 344-9834

Appendix C



Women's Health Center of WV Harm Reduction Program

Complaint Form

I wish to remain anonymous: Yes or No

Participant Code or Name: _____

Email or phone number (if you want a personal reply): _____

Date of Incident: _____

Please describe the issue or incident that occurred:

How could we do better:

Staff Use Only

Reviewed by: _____

Date: _____

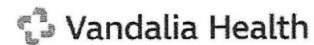
Corrective Action:

Women's Health Center of West Virginia
510 W. Washington St., Charleston, WV 25302
(304) 344-9834

Appendix D



Charleston Area
Medical Center



Referral Agreement Between

Women's Health Center of West Virginia & CAMC Ryan White Program

Purpose:

The Women's Health Center of West Virginia must maintain referral relationships with other service providers to ensure that participants have access to the full array of harm reduction services, as described below.

On April 15, 2021, Governor Justice signed into law Senate Bill 334, licensing and regulating syringe services programs. This law establishes a new code article, W. Va. Code §§16-64-1, et seq. The law specifies that any syringe services program must be a part of harm reduction program which provides the full array of harm reduction services, which include HIV, hepatitis, and sexually transmitted diseases screening; vaccinations; birth control and long-term birth control; behavioral health services; overdose prevention supplies and education; syringe collection and sharps disposal; education services related to disease transmission; assistance or referral to a substance use treatment program; referral to a health care practitioner or treatment for medical conditions.

The purpose of this document is to demonstrate the existence of these essential referral relationships between the Women's Health Center of West Virginia and the undersigned service providers.

Referral Relationship:

CAMC Ryan White Program (hereafter known as CAMC RWP) and the Women's Health Center of West Virginia (hereafter referred to as WHCWV), hereby enter into this Referral Agreement for the purpose of establishing a collaborative relationship to provide harm reduction services and applicable referrals to participants of the WHCWV Harm Reduction Program.

Areas of Collaboration:

- CAMC RWP shall refer eligible individuals for harm reduction services to WHCWV.
- CAMC RWP and WHCWV will work in collaboration to address public health concerns in Kanawha County.
- WHCWV shall refer individuals to CAMC RWP for HIV testing and treatment, linkage to PrEP and primary outpatient care for those at-risk or infected with HIV.

This agreement shall last for the term of January 1, 2023 to December, 31, 2023, unless terminated by either party.

CAMC Ryan White Program	Women's Health Center of West Virginia
SIGNATURE: <u><i>A. Christine Teague</i></u> DATE: <u>4-17-23</u>	SIGNATURE: <u><i>Katie Quinonez</i></u> DATE: <u>4-17-23</u>
SIGNED BY: Christine Teague TITLE: Program Director	SIGNED BY: Katie Quinonez TITLE: Executive Director

Appendix E



Referral Agreement Between Women's Health Center of West Virginia & Cabin Creek Health Systems

Purpose:

The Women's Health Center of West Virginia must maintain referral relationships with other service providers to ensure that participants have access to the full array of harm reduction services, as described below.

On April 15, 2021, Governor Justice signed into law Senate Bill 334, licensing and regulating syringe services programs. This law establishes a new code article, W. Va. Code §§16-64-1, et seq. The law specifies that any syringe services program must be a part of harm reduction program which provides the full array of harm reduction services, which include HIV, hepatitis, and sexually transmitted diseases screening; vaccinations; birth control and long-term birth control; behavioral health services; overdose prevention supplies and education; syringe collection and sharps disposal; education services related to disease transmission; assistance or referral to a substance use treatment program; referral to a health care practitioner or treatment for medical conditions.

The purpose of this document is to demonstrate the existence of these essential referral relationships between the Women's Health Center of West Virginia and the undersigned service providers.

Referral Relationship:

Cabin Creek Health Systems (hereafter known as CCHS) and the the Women's Health Center of West Virginia (hereafter referred to as WHCWV), hereby enter into this Referral Agreement for the purpose of establishing a collaborative relationship to provide harm reduction services and applicable referrals to participants of the WHCWV Harm Reduction Program.

Areas of Collaboration:

- CCHS shall refer eligible individuals for harm reduction services to WHCWV.
- CCHS and WHCWV will work in collaboration to address public health concerns in Kanawha County.
- WHCWV shall refer individuals to CCHS for SUD treatment, Hepatitis C treatment, Hepatitis A&B vaccines, behavioral health services and primary care.

This agreement shall last for the term of January 1, 2023 to December, 31, 2023, unless terminated by either party.

Cabin Creek Health Systems	Women's Health Center of West Virginia
SIGNATURE: <u>Craig Robinson</u> DATE: <u>5/16/2023</u>	SIGNATURE: <u>Katie Quinonez</u> DATE: <u>5-22-23</u>
SIGNED BY: <u>Craig Robinson, MPH</u> TITLE: <u>Chief Executive Officer</u>	SIGNED BY: <u>Katie Quinonez</u> TITLE: <u>Executive Director</u>

Resolution No. 863-23

Introduced in Council:
August 7, 2023

Adopted by Council:

Introduced by:
Elizabeth Kerns
Shannon Snodgrass
Pam Burka

Referred to:

Resolution No. 863-23 - Call for action by Mayor Amy Goodwin to seek an outside independent investigation surrounding the inappropriate behavior of Chief of Police James “Tyke” Hunt on City owned property and utilizing a cellphone funded by taxpayers’ money.

WHEREAS, the Professional Standards Division (PSD) was established in 1996 and operates under the authority of the Office of the Chief of Police. This Division is charged with ensuring Departmental compliance with established policies and procedures.

WHEREAS, the inherent goal of the Charleston Police Department is to safeguard and maintain public trust and confidence by its responsiveness to community needs. To this end, the PSD monitors employee behavior to identify and implement corrective training in recognized areas. The Division also investigates or coordinates investigations of all complaints and/or reports of officer misconduct that tends to discredit an officer or the Police Department. In addition, the PSD reviews all use of force and vehicle pursuit incidents.

WHEREAS, the Mission of the Professional Standards Division is to review officer involved critical incidents and investigate complaints received on sworn and non-sworn employees of the Charleston Police Department. Further, to identify any training issues and notify the Administration of such needs. All complaints, whether received from residents or from agency employees, will be thoroughly investigated to ensure the integrity of the Charleston Police Department.

WHEREAS, The Professional Standards Division (PSD) of the Charleston Police Department maintains separate duties and responsibilities from the Human Resources Department (HR) of the City of Charleston. This matter was referred by the City only to HR, citing a conflict of interest with the PSD that Chief Hunt oversees. HR, by example, has no jurisdiction over Chief Hunt’s civil service rank, which he maintains even as the appointed Chief of Police. Chief Hunt should be held to the same professional standards as any other uniformed and non-uniformed officers subject to the PSD. Merely referring this matter to HR took Chief Hunt outside of the purview of the PSD where he may have been subject to civil service discipline that HR does not control.

WHEREAS, after the inappropriate behavior of Chief of Police James “Tyke” Hunt on City owned property and utilization of a cellphone funded by taxpayers’ money has become public knowledge, acknowledged by City Attorney Kevin Baker, and admitted by Chief James “Tyke” Hunt cannot be investigated by the Professional Standards of Charleston Police Department as those involved in the investigation would be under the command of Chief Hunt which would create a conflict of interest.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:
hereby calls for action by Mayor Amy Goodwin to initiate an outside independent investigation surrounding the inappropriate behavior of Chief of Police James “Tyke” Hunt on City owned property and utilizing his cellphone funded by taxpayers’ money.

Resolution No. 852-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 852-23 - Authorizing the Mayor or City Manager to purchase a new Chevrolet Equinox for the Engineering Department from National Auto Fleet Group, for the amount of \$28,977.13 pursuant to a competitively sourced multi-state contract. This will replace Engineering Department unit 420/501 as part of the fleet rotation schedule.

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

That the Mayor or City Manager is authorized to purchase a new Chevrolet Equinox for the Engineering Department from National Auto Fleet Group, for the amount of \$28,977.13 pursuant to a competitively sourced multi-state contract.



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

CITY OF CHARLESTON

Purchase Request

Date: 7-17-23

To: CITY MANAGER,

Replacing Engineering
unit 420/501
FY 2022-2023

I request permission to purchase the following materials and/or supplies: A new
Chevrolet Equinox AWD 4dr LS off sourcewell contract
091521-NAF

Purchase justification: This is replacing unit 420/501 in
Engineering Dept.

If approved, the total purchase price will be: \$ 28,977.13

(Check One)

☐

The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☐

The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

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

- | | | |
|----|----------------------------------|----------------------------------|
| 1. | <u>National Auto Fleet Group</u> | Price Quote: \$ <u>28,977.13</u> |
| 2. | _____ | Price Quote: \$ _____ |
| 3. | _____ | Price Quote: \$ _____ |
| 4. | _____ | Price Quote: \$ _____ |
| 5. | _____ | Price Quote: \$ _____ |

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

AND

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

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with National Auto Fleet Group because:

This is getting purchased off the source contract 091521-NAF

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

ITEM A (For Sole Source Procurements ONLY)

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

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

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

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

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

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

Request Submitted By: Howe Onyiah Department: Equipment Maintenance

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

Funds Approval:  Date: 7/25/2023
Authorized Financial Officer

Account Number: 001-975-00-420-4-458 Council approval required

City Manager Approval: _____ Date: _____



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/12/2023

7/12/2023 Re-Configured

420/501

Quote ID: **34631 R1**

Order Cut Off Date: **TBA**

Kevin Oxley
City of Charleston WV
Equipment Maintenance

PO Box 2749

Charleston, West Virginia, 25330

Dear Kevin Oxley,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Equinox (1XX26) AWD 4dr LS w/1FL,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$29,845.00	\$28,977.13	2.908 %	\$867.87
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$28,977.13		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)
TRANSMISSION	
Code	Description
MNH	Transmission, 6-speed automatic, electronically-controlled with overdrive, (STD)
AXLE	
Code	Description
FX6	Axle, 3.87 final drive ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1FL	LS Preferred Equipment Group, includes standard equipment
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description
HC8	Medium Ash Gray, Premium Cloth seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo., (STD)

2024 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS w/1FL

WINDOW STICKER

2024 Chevrolet Equinox AWD 4dr LS w/1FL		
CODE	MODEL	MSRP
1XX26	2024 Chevrolet Equinox AWD 4dr LS w/1FL	\$28,450.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)	\$0.00
MNH	Transmission, 6-speed automatic, electronically-controlled with overdrive, (STD)	\$0.00
FX6	Axle, 3.87 final drive ratio	\$0.00
1FL	LS Preferred Equipment Group, includes standard equipment	\$0.00
GAZ	Summit White	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
HC8	Medium Ash Gray, Premium Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo., (STD)	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$28,450.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,395.00
TOTAL PRICE		\$29,845.00
Est City: 21 (2023) MPG		
Est Highway: 28 (2023) MPG		
Est Highway Cruising Range: 518.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)
Transmission, 6-speed automatic, electronically-controlled with overdrive includes Driver Shift Control (STD)
Axle, 3.87 final drive ratio (AWD only.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

INTERIOR

Seats, front bucket (STD)

WHEELS

Wheels, 17" (43.2 cm) aluminum

TIRES

Tires, P225/65R17 all-season blackwall (AWD only.) (STD)
--

ADDITIONAL EQUIPMENT

Driver Confidence II Package includes (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert (Includes (UD7) Rear Park Assist.)
Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps
Fuel, gasoline, E15
Automatic Stop/Start
Engine control, stop/start system disable switch
Driver Shift Controls
All-wheel drive (Included and only available with AWD models.)
Suspension, front MacPherson strut
Suspension, rear 4-link
GVWR, 4630 lbs. (2100 kg) (AWD only.)

Brakes, front and rear with e-boost
Brakes, 4-wheel antilock, 4-wheel disc 16" front and rear
Brake, electronic parking
Brake lining, high-performance, noise and dust performance
Mechanical jack with tools
Wheel, spare, 16" (40.6 cm) steel
Tire, compact spare, T135/70R16 blackwall
Moldings, Black beltline
Trim, Black lower window
Headlamps, LED
Lamp marker, reflex, front side
Headlamp control, automatic on and off with automatic delay
Headlamp control, IntelliBeam auto high beam
Glass, acoustic, laminated windshield
Glass, solar absorbing, light
Mirror caps, Black
Mirrors, outside heated power-adjustable, manual-folding
Liftgate, rear manual
Door handles, body-color
Audio system feature, 6-speaker system
Noise control system, active noise cancellation
SiriusXM enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
Antenna, roof-mounted (Black.)
Bluetooth for phone personal cell phone connectivity to vehicle audio system (Go to my.chevrolet.com/learn to find out which phones are compatible with the vehicle.)
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Seat trim, Premium Cloth
Seat adjuster, driver 4-way manual, fore/aft, up/down
Seat adjuster, front passenger 4-way manual
Seat, rear split-folding with center armrest
Head restraints, 2-way adjustable (up/down), front
Floor mats, carpeted front (Deleted when any LPO floor mat or LPO floor liner is ordered.)
Floor mats, carpeted rear (Deleted when any LPO floor mat or LPO floor liner is ordered.)
Steering wheel, 3-spoke, deluxe
Steering column, tilt and telescoping
Steering wheel controls, audio, phone interface and driver information center controls
Speedometer, miles/kilometers

Display, driver instrument information enhanced, monochromatic
Window, power with driver Express-Up and Down
Window, power with front passenger Express-Down
Windows, power, rear with Express-Down
Door locks, power with lock-out protection
Keyless Open includes extended range Remote Keyless Entry with lock and unlock feature
Keyless Start, push-button
Cruise control, electronic with set and resume speed
Theft-deterrent system, unauthorized entry
Remote panic alarm
USB ports, 2, with auxiliary input jack, located in front center stack storage area
USB charging-only ports, 2, located in the rear of the floor console
Air conditioning, single-zone manual
Defogger, rear-window electric
Power outlet, front auxiliary, 12-volt
Mirror, inside rearview manual day/night
Visors, driver and front passenger vanity mirrors, covered
Assist handle, driver
Assist handle, front passenger
Assist handles, rear outboard
Map pocket, front passenger seatback
Shift lever, chrome-trimmed
Power outlet, cargo area auxiliary, 12-volt
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
StabiliTrak, stability control system with Traction Control
Airbags, dual-stage, frontal, driver and right front passenger with Passenger Sensing System, thorax side-impact, seat mounted, driver and right front passenger, roof-rail, side front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Rear Park Assist with audible warning
Rear Vision Camera
Lane Change Alert with Side Blind Zone Alert
Forward Collision Alert
Following Distance Indicator
Front Pedestrian Braking
Rear Cross Traffic Alert
Lane Keep Assist with Lane Departure Warning
Rear Seat Reminder

Door locks, rear child security, manual

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, manual learn with Tire Fill Alert (Does not apply to spare tire.)

Horn, dual-note

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Resolution No. 853-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 853-23 - Authorizing the Mayor or City Manager to purchase a new 2023 Ford F-150 truck for the Engineering Department from National Auto Fleet Group, for the amount of \$37,481.35 pursuant to a competitively sourced multi-state contract. This will replace Engineering Department unit 420/503 as part of the fleet rotation schedule.

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

That the Mayor or City Manager is authorized to purchase a new 2023 Ford F-150 truck for the Engineering Department from National Auto Fleet Group, for the amount of \$37,481.35 pursuant to a competitively sourced multi-state contract.



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

CITY OF CHARLESTON

Purchase Request

Date: 7-17-23

To: CITY MANAGER,

Replacing Engineering
truck 420/503
FY 2022-2023

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

2023 Ford F-150 XL 4WD Reg. cab off source contract
091521-NAF

Purchase justification: This Replacing Engineering Dept. truck
420/503

If approved, the total purchase price will be: \$37,481.35

(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>National Auto Fleet Group</u>	Price Quote: \$ <u>\$37,481.35</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>

AND

OR

this is getting purchased off the sourcewell contract 091521-NAF

ITEM A (For Sole Source Procurements ONLY)

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

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

(Name & Phone Number)

REQUESTOR'S DECLARATION

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

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

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

Request Submitted By: Ken Oniz Department: Equipment Maintenance

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

Funds Approval: Gusd Date: 7/25/2023
Authorized Financial Officer

Account Number: 001-975-00-420-4-458 Council approval required

City Manager Approval: _____ Date: _____



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/12/2023

420/503

Quote ID: **34633**

Order Cut Off Date: **TBA**

Kevin Oxley
City of Charleston WV
Equipment Maintenance

PO Box 2749

Charleston, West Virginia, 25330

Dear Kevin Oxley,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford F-150 (F1E) XL 4WD Reg Cab 6.5' Box 122" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$40,845.00	\$37,481.35	8.235 %	\$3,363.65
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$37,481.35		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Vehicle Configuration Options

ENGINE	
Code	Description
99B	Engine: 3.3L V6 PFDI, (STD)
TRANSMISSION	
Code	Description
44G	Transmission: Electronic 10-Speed Automatic, (STD)
WHEELS	
Code	Description
64C	Wheels: 17" Silver Steel, (STD)
TIRES	
Code	Description
—	Tires: 265/70R17 BSW A/T, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat, -inc: 2-way manual driver/passenger adjustment and armrest
AXLE RATIO	
Code	Description
X19	3.55 Axle Ratio, (STD)
OPTION PACKAGE	
Code	Description
101A	Equipment Group 101A Standard

2023 Fleet/Non-Retail Ford F-150 XL 4WD Reg Cab 6.5' Box 122" WB

WINDOW STICKER

2023 Ford F-150 XL 4WD Reg Cab 6.5' Box 122" WB

CODE	MODEL	MSRP
F1E	2023 Ford F-150 XL 4WD Reg Cab 6.5' Box 122" WB	\$39,600.00
OPTIONS		
99B	Engine: 3.3L V6 PFDI, (STD)	INC
44G	Transmission: Electronic 10-Speed Automatic, (STD)	\$0.00
64C	Wheels: 17" Silver Steel, (STD)	\$0.00
—	Tires: 265/70R17 BSW A/T, (STD)	\$0.00
YZ	Oxford White	\$0.00
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat, -inc: 2-way manual driver/passenger adjustment and armrest	\$0.00
X19	3.55 Axle Ratio, (STD)	\$0.00
101A	Equipment Group 101A Standard	(\$750.00)

Please note selected options override standard equipment

SUBTOTAL	\$38,850.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,995.00
TOTAL PRICE	\$40,845.00

Est City: 21 (2023) MPG
 Est Highway: 28 (2023) MPG
 Est Highway Cruising Range: 518.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
3.55 Axle Ratio (STD)

EXTERIOR

Wheels: 17" Silver Steel (STD)
Tires: 265/70R17 BSW A/T (STD)

ADDITIONAL EQUIPMENT

50 State Emissions
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1775# Maximum Payload
GVWR: 6,050 lbs Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
23 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Post-Collision Braking
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Rear Step Bumper

Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Auto High Beam
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Radio: AM/FM Stereo w/4 Speakers -inc: auxiliary audio input jack
Fixed Antenna
Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
Driver Seat
Passenger Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights

Smart Device Remote Engine Start
Reverse Sensing System
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Trip Computer
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Carpet Back Material
Manual Adjustable Front Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration
AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Resolution No. 854-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 854-23 - Authorizing the Mayor or City Manager to purchase one (1) new 2024 Chevy Silverado truck for General Services in the amount of \$49,106.93, from National Auto Fleet Group pursuant to a competitively sourced multi-state contract. This will replace General Services Van 440/566. Additional upfitting will be conducted by Charleston Fleet Services at a cost of \$15,500, the lowest of three quotes received, bringing the total cost of purchase and upfitting to \$64,606.93.

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

That the Mayor or City Manager is authorized to purchase to purchase one (1) new 2024 Chevy Silverado truck for General Services in the amount of \$49,106.93, from National Auto Fleet Group pursuant to a competitively sourced multi-state contract, and additional upfitting conducted by Charleston Fleet Services at a cost of \$15,500, bringing the total cost of purchase and upfitting to \$64,606.93.



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

Replacing General Services 440/566
Budget Cycle 2022-2023

Date: 6-28-23

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: New 2024 Chevy
Silverado 2500HD 4WD Double cab off Sourcewell contract through
National Auto Fleet Group. Uplifting will be done by Charleston Fleet Service

Purchase justification: They have a van they use right now
but they need a truck with work Bed

Truck - 49,106.93
Uplifting - 15,500.00

If approved, the total purchase price will be: \$64,606.93 total truck and uplifting

(Check One)

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

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

- Big Chimney Auto & Diesel Repair/DDA BETA*
- | | | |
|----|----------------------------------|----------------------------------|
| 1. | <u>Charleston Fleet Services</u> | Price Quote: \$ <u>15,500.00</u> |
| 2. | <u>Wilbar Truck Bodies</u> | Price Quote: \$ <u>18,740.00</u> |
| 3. | <u>Baker Truck Equipment</u> | Price Quote: \$ <u>19,838.00</u> |
| 4. | _____ | Price Quote: \$ _____ |
| 5. | _____ | Price Quote: \$ _____ |

The apparent low-bid vendor *meeting specifications* is: Charleston Fleet Services

AND

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

OR

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

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

ITEM A (For Sole Source Procurements ONLY)

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

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

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

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

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

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

Request Submitted By: Don Oyle Department: Equipment Maint

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

Funds Approval: Gund Date: 7/25/2023
Authorized Financial Officer

Account Number: 001-975-00-440-4-458 Council approval required

City Manager Approval: _____ Date: _____



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-8572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/28/2023

Quote ID: 24658

Order Cut Off Date: TBA

Mr Kevin Oxley
City of Charleston
PO Box 2749

Charleston, West Virginia, 25330

Dear Kevin Oxley,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck 8.2' Box, Factory Order) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$50,966.00	\$49,106.93	3.648 %	\$1,859.07
Factory Order		\$0.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$49,106.93		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
L8T	Engine, 6.6L V8, (STD)
TRANSMISSION	
Code	Description
MKM	Transmission, Allison 10-Speed automatic, (STD)
AXLE	
Code	Description
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)
TIRES	
Code	Description
QXT	Tires, LT265/70R17E all-terrain, blackwall
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	Description
H2G	Jet Black, Vinyl seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass
VYU	Snow Plow Prep/Camper Package, includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions.

K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr
KW5	Alternator, 220 amps
JL1	Trailer brake controller, integrated
NZZ	Skid Plates, protect the oil pan, front axle and transfer case
—	Capped Fuel Fill
9J4	Bumper, rear, delete
RVQ	LPO, Black tubular assist steps, 6" rectangular, (dealer-installed)
DBG	Mirrors, outside power-adjustable vertical trailering, with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])
9L3	Spare tire delete
8S3	Back-up alarm, 97 decibels
5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com
BODY CODE	
Code	Description
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.
GVWR	
Code	Description
C7G	GVWR, 10,500 lbs. (4763 kg), (STD)

2024 Fleet/Non-Retail Chevrolet Silverado 2500HD 4WD Double Cab 162" Work Truck 8.2' Box

WINDOW STICKER

2024 Chevrolet Silverado 2500HD 4WD Double Cab 162" Work Truck 8.2' Box

CODE	MODEL	MSRP
CK20953	2024 Chevrolet Silverado 2500HD 4WD Double Cab 162" Work Truck 8.2' Box	\$48,100.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
L8T	Engine, 6.6L V8, (STD)	\$0.00
MKM	Transmission, Allison 10-Speed automatic, (STD)	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)	\$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	\$200.00
GAZ	Summit White	\$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	\$0.00
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass	\$210.00
VYU	Snow Plow Prep/Camper Package, includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions.	\$300.00
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr	\$135.00
KW5	Alternator, 220 amps	INC
JL1	Trailer brake controller, integrated	\$275.00
NZZ	Skid Plates, protect the oil pan, front axle and transfer case	INC
—	Capped Fuel Fill	INC
9J4	Bumper, rear, delete	INC
RVQ	LPO, Black tubular assist steps, 6" rectangular, (dealer-installed)	\$795.00
DBG	Mirrors, outside power-adjustable vertical trailering, with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])	INC
9L3	Spare tire delete	INC
8S3	Back-up alarm, 97 decibels	\$138.00
5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	\$73.00
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.	(\$1,155.00)
C7G	GVWR, 10,500 lbs. (4763 kg), (STD)	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$49,071.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,895.00
TOTAL PRICE	\$50,966.00

Est City: 18 MPG
Est Highway: 23 MPG
Est Highway Cruising Range: 529.00 mi

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
GVWR, 10,500 lbs. (4763 kg) (STD) (Included and only available with CK20953 and (L8T) 6.6L V8 gas engine with 17" wheels.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
--

ADDITIONAL EQUIPMENT

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
Auto-locking rear differential
Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Vinyl seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)
Door locks, power
Remote Keyless Entry with 2 transmitters
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a

rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System
3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

BAKER TRUCK EQUIPMENT

STATE RT. 60 @ MYNES RD. / PO BOX 482

HURRICANE, W.VA. 25526

PHONE: 304-722-3814 / 800-342-3119 (WV) FAX 304-722-3829

VIRGIL MAYSE: CUSTOMER SERVICE / TECH SUPPORT

WWW.BAKER WV.COM

EMAIL: virgil@bakerwv.com

"WE SERVICE WHAT WE SELL"

CITY OF CHARLESTON "EQUIMAINANCE"
CHARLESTON, W.V.
ATTN: KEVIN OXLEY

DATE: JUNE 26, 2023
QUOTE# VM062623-0004

REFERENCE: 2024 CHEVROLET 2500HD / CK20953 / 162.5" WHEEL BASE / DOUBLE CAB / 56" CAB TO REAR AXLE (CA) / SINGLE REAR WHEEL / FACTORY ORDERED CAB & CHASSIS-PICKUP BOX DELETE / EXTERIOR COLOR-STANDARD GM SUMMIT WHITE / V-8 GAS ENGINE / BASIC BACKUP CAMERA

1-696J KNAPHEIDE UTILITY BODY

*97.25" LONG X 78" WIDE X 40" VERTICAL COMPARTMENT HEIGHT X 14 ½" DEEP COMPARTMENTS X 49" WIDE FLOOR

*GALVANEAL STEEL BODY SHELL

*STD. SHELVING PACKAGE WITH ADJUSTABLE SHELVES AND DIVIDERS

*UNDERCOATING

*MASTER LOCK BAR LOCK SYSTEM FOR UTILITY BODY

*STAINLESS STEEL ROTARY PADDLE DOOR LATCHES

*STAINLESS STEEL PIANO TYPE CONTINUOUS DOOR HINGES AND HINGE PINS

*SPRING LOADED DOOR RETAINERS ON VERTICAL DOORS

*AUTOMOTIVE BULB TYPE DOOR SEALS ATTACHED IN DOOR JAMS

*12" TAILGATE WITH SLAM STYLE LATCH

*LED STOP, TURN, TAIL, AND BACKUP LIGHTS

*OEM STYLE WIRING HARNESS

*MARKER LIGHTS AND REFLECTORS MEET FMVSS STDS.

*BODY COMPLETELY IMMERSED IN ELECTRO DEPOSITION FACTORY PRIMER

*BAKER PAINTED COMPLETE EXTERIOR GM SUMMIT WHITE

*CLASS "V" RECEIVER HITCH

*7-WAY TRAILER PLUG

*MOUNT GM FACTORY BACKUP CAMERA

1-LINEX SPRAYED BED LINER ON BODY COMPARTMENT TOPS / REAR LOADSPACE / REAR STEP BUMPER

1-TT15ETAL THIEMAN TOPLIFTER LIFTGATE

*1500 LB. CAPACITY

*49" X 26" 2-PIECE FOLDING EXTRUDED ALUMINUM PLATFORM WITH 6" TAPERED RAMP EDGE

*12 VOLT ELECTRIC HYDRAULIC POWER UNIT WITH TOGGLE SWITCH CONTROL

*DUAL HYDRAULIC LIFT CYLINDERS AND LIFT ARMS

*BAKER TO FINISH PAINT LIFTGATE STEEL FRAME BLACK

*RELOCATE EXISTING BACKUP CAMERA TO LIFTGATE

*BAKER HD 3/16" TREADPLATE STEEL 12" REAR STEP BUMPER (MINI-BUMPER) EACH SIDE OF LIFTGATE

1-10100 WILTON ATV VISE & MOUNTING RECEIVER POCKET ON REAR STEP BUMPER

1-INSTALLED **\$19,838.00**

Big Chimney Auto & Diesel Repair/DBA BC Truck Bodi
 4617 Washington Street West
 Charleston, WV 25313
 (304)9354854
 BCTruckBodies.CFS@gmail.com

Estimate:

ADDRESS
CITY OF CHARLESTON 25313

SHIP TO
CITY OF CHARLESTON 25313

ESTIMATE: #	DATE
1914	06/26/2023

ACTIVITY	QTY	RATE	AMOUNT
2024 chevy/ford/ram 2500 bed delete truck 56"ca srw gas or diesel -8' SRW STAHL SERVICE BODY CHALLENGER STANDARD SHELIVING PACKAGE LED LIGHTING FACTORY WIRING HARNESS MASTER LOCKING SYSTEM RECESSED BUMPER FLOOR AND SIDES OF SERVICE BODY BWED LINED BLACK STEEL HEADACHE RACK MAXON C2 STEEL LIFT GATE 49X38 PLATFORM 1300 LIFT CAPACITY Part BASE INSTALLED PRICE....	1	15,500.00	15,500.00T
SUBTOTAL			15,500.00
TAX			0.00
TOTAL			\$15,500.00

Accepted By

Accepted Date

**Wilbar Truck Equipment, Inc.**

2808 Frederick Blvd
Portsmouth, VA 23704
(P) 757-397-3200
(F) 757-393-0981
www.wilbar.com

Quoted On: June 15, 2023**Printed On:** June 16, 2023**Job #**

RRS / 58

Quote # RRSO13744**Quoted To:**

National Auto Fleet Group

Neil Carroll

490 Auto Center Drive

Watsonville

CA

(P) 855-289-6572

(F)

(E) fleet@nationalautofleetgroup.com
95076**Ship To:**

Charleston, City of

Washington Street E #2102

Charleston

WV

25305

Chassis Information:**Year:** 2024**Make:** CHEVROLET**Model:** 2500HD Double Cab 4X4 (bed deleted)**Engine:** 6.6L V8**Transmission:** Auto**C/A:** 56"**Hitch Height:** 0**GVW:** 10,500**Color:** WHITE**VIN#****Chassis Note:**

Chassis provided by customer.

Body Information:**696-2**

Knapheide Service Bodies - 696-2

Description: (P0964-23)

8' Single Rear Wheel Standard Body, 14.5" deep compt., 49" floor,
Std. Shelving Pkge, Knapheide Surface mount LED Lights and 12"
High Slammable Tailgate

Installation (ON COMPATIBLE CHASSIS) & Painted KNAP White
(exterior & interior, non metallic) An incremental up-charge will be
assessed on all Base Coat/Clear Coat/Metallic applications.QTY

1

Optional Equipment:**054002**

Trailer socket, 7 Way (Flat)

QTY
1**1801050**Class V Receiver (2") Hitch (16,000 lb. rating) for Svc. Body, 9" Mtg.
plates (Buyers)

1

20226050Install Kit, Svc Body w/6" Und.Structure 2020+ GM 56" CA w/o Factory
Hitch

1

34861644

78" Wide KnapLined Galva-Grip Bumper with Hitch Recess

1

5201015

Mechanic Vise Bracket - Black, Installed rear curbside

1

G2-54-1342TP42 SBTommygate Liftgate, Direct Lift Series, 1300 lb Capacity, 49" x 42" + 7"
Treadplate Steel Platform
Painted Black and Installed

1

O/S BEDLINERSpray-On Line-X Bedliner (8' Svc. Body), Black (bed area, top
compartments and inside tailgate)

1

RCamera Bar-bRemove Back-up Camera w/Wiring Harness from Tailgate and intall on
Rear Camera & Sensor Bar, utilizing manufacturers monitor & wiring to
meet FMVSS111 Camera Compliance Regulation

1

WTE/DEL

Deliver Completed unit to Charleston, WV

1

WTE/PDI

Provide PDI & State Inspection (Prior.chev)

1

Quoted To:

National Auto Fleet Group

Neil Carroll

490 Auto Center Drive

(P) 855-289-6572

(F)

(E) fleet@nationalautoflee

Watsonville

CA

group.com
95076**Ship To:**

Charleston, City of

Washington Street E #2102

Charleston

WV

25305

Unless otherwise noted this quote does not include Sales Tax, F.E.T, License Fees, Etc. The Customer is responsible for all applicable Taxes and Fees.

Sub Total: \$18740.00

Trade-In: \$0.00

Additional Discount: \$0.00

F.E.T: \$0.00

Sales Tax: \$0.00

Total: \$18740.00

Deposit Amount: \$0.00

Amount Due: \$18740.00

Buyer's Signature: _____

Date: _____

Sellers Signature: _____

Ron Rigby

Date: _____

Payment Terms

Net 30 Days

This Quote is valid for 30 days.
HAVE YOU VISITED OUR WEBSITE RECENTLY?
www.wilbar.com

Resolution No. 855-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 855-23 - Authorizing the Mayor or City Manager to purchase a new 2024 Chevrolet Silverado truck for Equipment Maintenance from National Auto Fleet Group, for the amount of \$46,372.30 pursuant to a competitively sourced multi-state contract. This will replace Equipment Maintenance unit 754/95 as part of the fleet rotation schedule.

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

That the Mayor or City Manager is authorized to purchase to purchase one (1) new 2024 Chevy Silverado truck for General Services in the amount of \$49,106.93, from National Auto Fleet Group pursuant to a competitively sourced multi-state contract, and additional uplifting conducted by Charleston Fleet Services at a cost of \$15,500, bringing the total cost of purchase and upfitting to \$64,606.93.



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

Replacing Equipment Maintenance
truck 754/95
FY 2022-2023

Date: 7-17-23

To: CITY MANAGER,

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

2024 Chevrolet Silverado 2500HD 4WD Reg. Cab off
Sourcwell contract 091521-NAP

Purchase justification: This is replacing Equipment Maintenance
Parts trucks

If approved, the total purchase price will be:

\$46,372.30

(Check One)

☐

The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☐

The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

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

- | | |
|-------------------------------------|----------------------------------|
| 1. <u>National Auto Fleet Group</u> | Price Quote: \$ <u>46,372.30</u> |
| 2. _____ | Price Quote: \$ _____ |
| 3. _____ | Price Quote: \$ _____ |
| 4. _____ | Price Quote: \$ _____ |
| 5. _____ | Price Quote: \$ _____ |

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

AND

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

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with National Auto Fleet Group because:

Getting Purchased off the Sourcewell Contract 091521-NAF

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

ITEM A (For Sole Source Procurements ONLY)

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

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

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

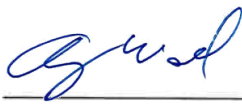
I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

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

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

Request Submitted By: Ken Oddy Department: Equipment Maintenance

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

Funds Approval:  Date: 7/26/2023
Authorized Financial Officer

Account Number: 001-977-00-754-4-458 Council Approval Needed

City Manager Approval: _____ Date: _____



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/12/2023

Quote ID: **34637**Order Cut Off Date: **TBA**

Kevin Oxley
City of Charleston WV
Equipment Maintenance

754/95

PO Box 2749

Charleston, West Virginia, 25330

Dear Kevin Oxley,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck 8.2' Box,)
and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$48,095.00	\$46,372.30	3.582 %	\$1,722.70
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$46,372.30		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
L8T	Engine, 6.6L V8, (STD)
TRANSMISSION	
Code	Description
MKM	Transmission, Allison 10-Speed automatic, (STD)
AXLE	
Code	Description
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)
TIRES	
Code	Description
QHQ	Tires, LT245/75R17E all-season, blackwall, (STD)
SPARE TIRE	
Code	Description
ZHQ	Tire, spare LT245/75R17E all-season, blackwall, (STD)
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description

AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	Description
H2G	Jet Black, Vinyl seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
BODY CODE	
Code	Description
E63	Durabed, pickup bed, (STD)
GVWR	
Code	Description
JGB	GVWR, 10,250 lbs. (4649 kg), (STD)

2024 Fleet/Non-Retail Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck 8.2' Box

WINDOW STICKER

2024 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck 8.2' Box

CODE	MODEL	MSRP
CK20903	2024 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck 8.2' Box	\$46,200.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
L8T	Engine, 6.6L V8, (STD)	\$0.00
MKM	Transmission, Allison 10-Speed automatic, (STD)	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall, (STD)	\$0.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall, (STD)	\$0.00
GAZ	Summit White	\$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	\$0.00
E63	Durabed, pickup bed, (STD)	\$0.00
JGB	GVWR, 10,250 lbs. (4649 kg), (STD)	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$46,200.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,895.00
TOTAL PRICE	\$48,095.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
--

ADDITIONAL EQUIPMENT

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
Auto-locking rear differential
Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained
Audio system feature, 2-speakers (Requires Regular Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Vinyl seat trim

Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry with 2 transmitters
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

Resolution No. 856-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 856-23 - Authorizing the Mayor or City Manager to enter into a Memorandum of
2 Understanding with the Charleston Land Reuse Agency ("CLRA") for the purpose of creating and
3 hiring a CLRA Coordinator position.

4

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

6

7 That the Mayor or City Manager is hereby authorized to enter into a Memorandum of
8 Understanding with the Charleston Land Reuse Agency ("CLRA") for the purpose of creating and
9 hiring a CLRA Coordinator position.



CHARLESTON LAND REUSE AGENCY
501 VIRGINIA STREET, EAST
CHARLESTON, WV 25301
304-348-8032

Charleston Land Reuse Agency **Land Reuse Coordinator Job Description**

Summary

The Charleston Land Reuse Agency (CLRA), a public corporation, is seeking a professional with well-developed organizational skills providing technical administrative support in accomplishing the policies, objectives, and mission of the Agency. The Land Reuse Coordinator supports the work of the CLRA by assisting in implementing programmatic goals, the communication of policy and mission, and development and maintenance of sound administrative and record-keeping systems with a high level of professionalism.

The position will be housed within the City of Charleston Planning Department classed as a 'Planning Specialist' (Class Code: 116) and report to the Land Reuse Planner. The Land Reuse Coordinator will provide administrative and programmatic support to the CLRA and will serve as a first point of contact for organizational partners, program participants, and community members as their primary work along with other administrative duties, as assigned.

The position is a grant-funded position with a fund allocation extending through 2026 with the potential for extension.

Essential Duties and Responsibilities

The CLRA Land Reuse Coordinator is responsible for assisting in the administrative support of the CLRA that facilitates the productive reuse of abandoned, tax delinquent, or vacant properties. Effective communication of the organization's goals and mission to the general public and community stakeholders is essential to build rapport and success.

The successful candidate will also:

- Complete administrative duties including but not limited to developing postal mailings and other written communications, maintaining effective record-keeping of real property holdings, lien interests in real property, property inventory and maintenance records, agreements, contracts, meeting records, and general correspondence.
- Support the work on the CLRA by attending to stakeholders coming into the office and on the phone, answering questions, and directing them to the appropriate resource, if needed.



CHARLESTON LAND REUSE AGENCY
501 VIRGINIA STREET, EAST
CHARLESTON, WV 25301
304-348-8032

- Assist in the coordination of the work of collaborating departments, agencies, and partners to ensure the goals of property management, structure demolition, reuse/redevelopment, and related administrative functions, i.e., accounting, human resources, purchasing, etc.
- Assist in tracking near and long-term organizational goals and objectives as well as policies and procedures for CLRA operations.

Education and/or Experience

Requires an associate degree or specialized courses/training equivalent to satisfactory completion of two years of college in business, law, public administration, or related field. A bachelor's degree is preferred.

Requires one year of program coordination, administrative, or closely related experience.

Knowledge, skills and abilities

- Ability to grasp and utilize the policies, procedures, and technical vernacular of the CLRA and land reuse principals as they are applicable to assigned duties and responsibilities quickly and effectively.
- Ability to record, organize, and maintain documents, files, and records manually or electronically.
- Ability to communicate effectively, ability to exercise diplomacy, gather information from others and make inquiries, ability to convey information and explain or discuss CLRA policy and procedure with others in person or remotely.
- Ability to multi-task and produce accurate work within deadlines.
- Knowledge of community relations and customer service.
- Ability to conduct legal records searches for property ownership and encumbrances a plus.

Proficiency in the use of computers for:

- Word processing
- Spreadsheets
- E-mail
- Internet
- GIS mapping tools and other data resources to gather information

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHARLESTON AND
CHARLESTON LAND RESUSE AGENCY
REGARDING THE CHARLESTON LAND REUSE AGENCY COORDINATOR**

This Memorandum of Understanding (“MOU”), effective on the ____ day of _____, 2023, is by and between the City of Charleston, West Virginia, a municipal corporation (hereinafter “City”) and the Charleston Land Reuse Agency (hereinafter “CLRA”).

WHEREAS, the CLRA was created pursuant to City Council Bill No. 7829, as adopted on August 19, 2019, and as set forth in Sections 65-1 through 65-23 of the Municipal Code of the City of Charleston, with a goal to promote the productive use of property by identifying available properties suitable for public space, conservation, housing, and commercial use and pursuing the acquisition, management, inventory, and disposition of those properties; and

WHEREAS, the City and CLRA recognize their joint interest in pursuing the goals set forth above and in the Municipal Code, and since its creation the City and CLRA have worked together to further those goals through the acquisition of properties throughout the City; and

WHEREAS, the CLRA desires to further that joint interest and the statutory purpose of the CLRA by requesting that the City create a new position, known as the CLRA Coordinator, that will be a City employee dedicated to assist in administering the functions of the CLRA; 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 CLRA hereby agree to the following:

1. The City created a new position within the City’s Planning Department known as the CLRA Coordinator. The employee will be a City employee subject to all applicable laws, ordinances, and policies as other non-uniformed City employees. The employee will be an “at-will” position. The City and CLRA agree to the language of the job description for the CLRA Coordinator position, which is attached hereto as Exhibit A, and incorporated herein.

2. The City will post the position on its employment vacancy website, as well as on various external job posting websites. The CLRA Chair will consult with the City regarding the final selection of a candidate for hire, but the final decision will be in the discretion of the City.

3. The CLRA Coordinator will be supervised by the Director of the City’s Planning Department, but may receive day-to-day direction from other employees within the Planning Department, and may receive direction from the CLRA Chair and Board.

4. 100% of the CLRA Coordinator position will be funded through a budgetary appropriation from the CLRA’s annual operating budget, as approved by the CLRA Board. The initial CLRA budget appropriation for the position during the first year is \$62,250.00, inclusive of

benefits. The Parties will agree upon a salary within the budget for the first year and will agree upon a salary that will fit within the budget in future years.

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

6. The City will establish the position in a manner such that the salary will be paid by the CLRA fund during the bi-weekly payroll process. The City will further allocate any aggregated benefits costs to the CLRA fund directly.

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

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

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

10. This MOU contains the entire agreement between the parties related to the CLRA Coordinator, and no oral statements or representations or prior written matter not contained in this MOU shall have any force and effect. This MOU shall not be modified in any way except by a writing executed by both parties. This MOU supersedes and revokes all previous negotiations, whether oral or in writing, between the parties or their respective representatives, agents, or any other person purporting to represent the City or CLRA.

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

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

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

By_____

Name_____

Its_____

Date_____

CHARLESTON LAND REUSE AGENCY

By_____

Name_____

Its_____

Date_____

Resolution No. 857-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 857-23 - Authorizing approval of Amendment No. 1 of the FY 2023—2024 Coal
- 2 Severance budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 1 of the FY 2024-2024 Coal Severance budget is approved as indicated on
- 7 the attached list of accounts.

Coal Severance Fund FY 2023-2024 Budget Amendment No. 1 - August 7, 2023

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
002 298 0	Assigned Fund Balance	Coal Severance Tax - Balance on Hand	50,000	6,556	56,556
Net Increase/(Decrease) to Revenues				6,556	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
002 000 00 000 5 566 Transfers		Contributions to Other Funds	200,000	6,556	206,556
Net Increase/(Decrease) to Expenditures				6,556	

Description:
To recognize coal severance tax receivable to establish the beginning balance for FY 2024

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.

Resolution No. 858-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 858-23 - Authorizing approval of Amendment No. 1 of the FY 2023-2024
2 Charleston Coliseum and Convention Center Budget as indicated on the attached list of
3 accounts.

4
5 Be it Resolved by the Council of the City of Charleston, West Virginia:

6
7 That Amendment No. 1 of the FY 2023-2024 Charleston Coliseum and Convention Center as
8 indicated on the attached list of accounts is approved.

CCCC Revenue Fund FY 2023-2024 Budget Amendment No. 1 - August 7, 2023

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
402 358 00 0342	CCCC Revenue	Transfers in from Coal Severance	200,000	6,556	206,556
402 358 00 0341	CCCC Revenue	Tfrs. in from General Fund - Debt Service	478,000	(241,890)	236,110
Net Increase/(Decrease) to Revenues				(235,334)	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
402 910 01 000 6 671	Coliseum & Conv. Cntr	Principal on Bonds	635,000	(224,583)	410,417
402 910 01 000 6 672	Coliseum & Conv. Cntr	Interest on Bonds	38,675	(10,751)	27,924
Net Increase/(Decrease) to Expenditures				(235,334)	

Description:

To align sources of transfer-in revenues with estimated coal severance revenue and to realign bond payments based on current estimates.

Resolution No. 859-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 859-23 - Authorizing approval of Amendment No. 2 of the FY 2023-2024 General
- 2 Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 2 of the FY 2023-2024 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2023-2024 Budget Amendment No. 2 - August 7, 2023

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
Net Increase/(Decrease) to Revenues				-	-

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 910 01 000 5 566	Coliseum and Convention Center	Debt Service Subsidy	478,000	(241,890)	236,110
001 699 00 000 5 598	Contingency	Contingency	94,542	241,890	336,432
Net Increase/(Decrease) to Expenditures				-	

Description:
To align Coliseum Debt Services Subsidy with current estimates and reallocate the balance to the General Fund Contingency account.

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.

Resolution No. 860-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 860-23 - Authoring the Mayor or City Manager to enter into a Memorandum of Understanding with HOPE CDC for the Workforce Development Center Project under the Department of Labor Community Project Grant Program. This project will focus on the provision of training and access to employment opportunities for West Side residents. The MOU will be in effect for the entire project from July 1, 2023 to June 30, 2026.

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

That the Mayor or City Manager are authorized to enter into a Memorandum of Understanding with HOPE CDC for the Workforce Development Center Project under the Department of Labor Community Project Grant Program. This project will focus on the provision of training and access to employment opportunities for West Side residents. The MOU will be in effect for the entire project from July 1, 2023 to June 30, 2026.

Resolution No. 861-23

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 861-23 - Authorizing the Mayor or City Manager to purchase a new 2024 Chevrolet Silverado truck for Parks and Recreation from National Auto Fleet Group, for the amount of \$46,650.76 pursuant to a competitively sourced multi-state contract. This will replace Parks and Recreation unit 304 as part of the fleet rotation schedule.

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

That the Mayor or City Manager is authorized to purchase a new 2024 Chevrolet Silverado truck for Parks and Recreation from National Auto Fleet Group, for the amount of \$46,650.76 pursuant to a competitively sourced multi-state contract.



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

CITY OF CHARLESTON

Purchase Request

Date: 7-17-23

To: CITY MANAGER,

Replacing Park and Rec
truck 900/304
FY 2022-2023

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

2024 Chevrolet Silverado 2500HD 4WD Reg. cab
with snow plow Prep. off Sourcewell contract 091521-NAF

Purchase justification: This is replacing the old 304 in
Parks and Rec. Dept.

If approved, the total purchase price will be: \$46,650.76

(Check One)

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

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

- | | | |
|----|----------------------------------|----------------------------------|
| 1. | <u>National Auto Fleet Group</u> | Price Quote: \$ <u>46,650.76</u> |
| 2. | _____ | Price Quote: \$ _____ |
| 3. | _____ | Price Quote: \$ _____ |
| 4. | _____ | Price Quote: \$ _____ |
| 5. | _____ | Price Quote: \$ _____ |

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

AND

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

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with National Auto Fleet Group because:

This is getting purchased off the sourcewell contract 091521-NAP

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

ITEM A (For Sole Source Procurements ONLY)

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

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

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

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

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

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

Request Submitted By: Ken Oryls Department: Equipment Maintenance

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

Funds Approval:  Date: 7/26/2023
Authorized Financial Officer

Account Number: 001-979-00-900-4-458 Council approval needed

City Manager Approval: _____ Date: _____



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/12/2023

Quote ID: **34638**

Order Cut Off Date: **TBA**

Kevin Oxley
City of Charleston WV
Equipment Maintenance

900/304

PO Box 2749

Charleston, West Virginia, 25330

Dear Kevin Oxley,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck 8.2' Box,)
and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$48,395.00	\$46,650.76	3.604 %	\$1,744.24
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$46,650.76		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
L8T	Engine, 6.6L V8, (STD)
TRANSMISSION	
Code	Description
MKM	Transmission, Allison 10-Speed automatic, (STD)
AXLE	
Code	Description
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)
TIRES	
Code	Description
QHQ	Tires, LT245/75R17E all-season, blackwall, (STD)
SPARE TIRE	
Code	Description
ZHQ	Tire, spare LT245/75R17E all-season, blackwall, (STD)
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description

AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	Description
H2G	Jet Black, Vinyl seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
VYU	Snow Plow Prep/Camper Package, includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions.
KW5	Alternator, 220 amps
NZZ	Skid Plates, protect the oil pan, front axle and transfer case
BODY CODE	
Code	Description
E63	Durabed, pickup bed, (STD)
GVWR	
Code	Description
JGB	GVWR, 10,250 lbs. (4649 kg), (STD)

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
--

ADDITIONAL EQUIPMENT

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
Auto-locking rear differential
Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained
Audio system feature, 2-speakers (Requires Regular Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Vinyl seat trim

Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry with 2 transmitters
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

**MUNICIPAL COURT
CITY OF CHARLESTON**

**Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079**

Matt Smith, Judge

Adam Campbell, Clerk

TO: Mayor Amy Shuler Goodwin
FROM: Adam Campbell, Clerk
DATE: Tuesday, August 1, 2023
RE: July 2023 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED:

Criminal Violations: 145
Traffic Violations: 1,164
Parking:
Building Search Warrants: 12

RESTITUTION COLLECTED (paid to victims): \$789.00

Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Matt Smith, Judge
Miles Cary, City Clerk
Ben Adams, Treasurer
Scott Dempsey, Deputy Chief of Police
Tony Harmon, Building Department
David Potters, Office of the City Attorney
Captain Mike Pridemore, CPD
Nikki Smith, City Clerk's Office
Andrew Workman, Mayor's Office

CHARLESTON MUNICIPAL COURT
 Report For July 1, 2023 Thru July 31, 2023 FILEDST

Page: 1

 Violations by Filed Date...

CRIMINAL	145	
TRAFFIC	1,164	
BUILDING SEARCH WARRANT	12	
Total Filed Violations		1,321

 Completed Cases...

Paid Fine...

CRIMINAL	2	
TRAFFIC	211	
BUILDING SEARCH WARRANT	0	
Total Paid Fines		213

Before Judge...

CRIMINAL	1	
TRAFFIC	0	
BUILDING SEARCH WARRANT	0	
Total Before Judge		1
Total Completed		214

 Other Completed...

DISMISS- OFFICER NOT WITH CITY

CRIMINAL	1	
TRAFFIC	0	
BUILDING SEARCH WARRANT	0	
Total		1

DEFENDANT DECEASED

CRIMINAL	4	
TRAFFIC	0	
BUILDING SEARCH WARRANT	0	
Total		4

DISMISSED OFFICER FAIL TO PROS

CRIMINAL	4	
TRAFFIC	3	
BUILDING SEARCH WARRANT	0	
Total		7

DISMISSED (PRESENTED INSURANCE)

CRIMINAL	0	
TRAFFIC	76	
BUILDING SEARCH WARRANT	0	
Total		76

DISMISSED (BY JUDGE'S ORDER)_

CHARLESTON MUNICIPAL COURT

Page: 2

Report For July

1, 2023 Thru July

31, 2023

FILEDST

CRIMINAL	0		
TRAFFIC	1		
BUILDING SEARCH WARRANT	0		
Total		1	
DISMISSED E-PROOF			
CRIMINAL	0		
TRAFFIC	8		
BUILDING SEARCH WARRANT	0		
Total		8	
DISMISSED (PRESENTED DL)			
CRIMINAL	0		
TRAFFIC	18		
BUILDING SEARCH WARRANT	0		
Total		18	
DISMISSED STORE CLOSED			
CRIMINAL	2		
TRAFFIC	0		
BUILDING SEARCH WARRANT	0		
Total		2	
DISMISSED OFF FAIL TO PROV VIN			
CRIMINAL	0		
TRAFFIC	8		
BUILDING SEARCH WARRANT	0		
Total		8	
DISMISSED (PROSECUTOR'S ORDER)			
CRIMINAL	2		
TRAFFIC	28		
BUILDING SEARCH WARRANT	0		
Total		30	
Dismissed at Officers Request			
CRIMINAL	1		
TRAFFIC	44		
BUILDING SEARCH WARRANT	0		
Total		45	
DISMISSED PRESENTED RECORDS			
CRIMINAL	0		
TRAFFIC	381		
BUILDING SEARCH WARRANT	0		
Total		381	
DISMISSED AFTER PT DIVERSION			
CRIMINAL	42		
TRAFFIC	23		
BUILDING SEARCH WARRANT	0		
Total		65	
Dismissed Pursuant to Plea			

CHARLESTON MUNICIPAL COURT
 Report For July 1, 2023 Thru July 31, 2023
 Page: 3
 FILEDST

CRIMINAL	68	
TRAFFIC	12	
BUILDING SEARCH WARRANT	0	
Total		80

DISMISSED VICTIM/WITNESS FTA

CRIMINAL	5	
TRAFFIC	0	
BUILDING SEARCH WARRANT	0	
Total		5

DISMISSED WITHOUT PREJUDICE

CRIMINAL	4	
TRAFFIC	4	
BUILDING SEARCH WARRANT	0	
Total		8

VOIDED DOCKET

CRIMINAL	0	
TRAFFIC	3	
BUILDING SEARCH WARRANT	0	
Total		3

Total Other Completed	742
-----------------------	-----

Grand Total Completed	956
-----------------------	-----

Net Difference Filed/Complete	365
-------------------------------	-----

Warrants...

Issued...

CRIMINAL	96	
TRAFFIC	36	
BUILDING SEARCH WARRANT	0	
Total Violations		132
Total Warrants Issued		132

Cleared...

CRIMINAL	99	
TRAFFIC	30	
BUILDING SEARCH WARRANT	0	
Total Violations		129
Total Warrants Cleared		129

Change in Total Warrants	3
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Other Paid Cases...

Paid Fine...

Total Other Paid Fines	160
------------------------	-----

CHARLESTON MUNICIPAL COURT
Report For July 1, 2023 Thru July 31, 2023 Page: 4
FILEDST

FINE FINE	\$14,882.99
LAWFND LAW ENFORCE. TRAIN STATE	\$3,315.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$1,324.00
CVC CRIME VICTIM'S FUND	\$2,277.00
ADMIN ADMINISTRATIVE COST	\$562.00
JAILF REGIONAL JAIL CORR.	\$11,021.00
CCF COMMUNITY CORRECTIONS FUND	\$190.00
OP OVER PAYMENT	\$301.25
REST RESTITUTION	\$789.00
PCADM PC ADMIN FEE	\$50.00
Total Fees/Fines Paid	\$34,712.24

Citation-Vl# Docket# From 7/01/2023 to 7/31/2023
Include NRVC

SW02341 -01 SW23000045 Last Letter: FILELBL Fine Due: 0.00
Def.: SATTERWHITER, DEBORAH Cost Due: 0.00
Off.: SEARCH WARRANT ISSUED - BUILDING CODE Totl Due: 0.00
Ofcr: BD 4471 CHERYL GAYNOR DL St: --
Stat: SEARCH WARRANT ISSUED Date due: 7/26/2023
Bond: Set: 0.00 Posted: 0.00 Time due: 3:00 PM
Calendar Type: Court Location: COURTROOM
Filed Date: 7/26/2023

SW02342 -01 SW23000046 Last Letter: FILELBL Fine Due: 0.00
Def.: SATTERWHITER, DEBORAH Cost Due: 0.00
Off.: SEARCH WARRANT ISSUED - BUILDING CODE Totl Due: 0.00
Ofcr: BD 4471 CHERYL GAYNOR DL St: --
Stat: SEARCH WARRANT ISSUED Date due: 7/26/2023
Bond: Set: 0.00 Posted: 0.00 Time due: 3:00 PM
Calendar Type: Court Location: COURTROOM
Filed Date: 7/26/2023

Total # Cases: 2 Total amount due: 0.00
Fees due (excluding pending payments): 0.00
Pending Payments : 0.00

Monthly Report – Definition Key

Violations by Filed Date:

Violations keyed into the Court software during the month

Completed Cases:

Cases where the fine and court costs were paid in full and the case was closed during the month.

Before Judge:

Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.

Other Completed -Dismissed (By Complainant):

The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.

Defendant Deceased:

Cases dismissed because the defendant died.

Dismissed Officer Fail to Pros:

Cases dismissed because the officer failed to appear in Court.

Dismissed (presented insurance):

Cases dismissed because the defendant presented valid proof of insurance for the offense date.

Dismissed (presented DL):

Cases dismissed because the defendant presented a valid driver's license.

Dismissed Mistaken Identity:

Cases dismissed cases on the City Attorney's motion due to mistaken identity.

Dismissed (Prosecutor's Order):

Cases dismissed on the City Attorney's motion or as a result of a plea agreement.

Dismissed Presented Records:

Cases dismissed because the defendant presented records to satisfy a code or Court requirement.

Dismissed After PT Diversion:

Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.

Dismissed Victim/Witness FTA:

Cases dismissed because the witness or victim did not appear in Court for trial.

Dismissed without prejudice:

Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.

Dismissed No Drug Results:

Drug results were not received for trial.

Dismissed – Officer Not With City

Officer/Witness is no long employed by the City.

Warrants

The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.

Cleared:

The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.

Other Paid Cases:

The Court received a partial payment for a case; however, the defendant still has a balance due.

Search Warrant Issued:

A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

This report is not indicative of the case volume in Municipal Court. Rather, this information reflects payment status/coding for cases.

CITY OF CHARLESTON
Payroll Variance Analysis
July 2023

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	24,476	24,512	(36)	-0.15%	24,476	24,512	(36)	-0.15%	318,192	293,680
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,476	24,512	(36)	-0.15%	24,476	24,512	(36)	-0.15%	318,192	293,680
Mayor - CARE Office	409-02	Regular	9,400	15,367	(5,967)	-63.48%	9,400	15,367	(5,967)	-63.48%	122,202	106,835
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	9,400	15,367	(5,967)	-63.48%	9,400	15,367	(5,967)	-63.48%	122,202	106,835
City Council	410	Regular	13,000	10,500	2,500	19.23%	13,000	10,500	2,500	19.23%	169,000	158,500
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	13,000	10,500	2,500	19.23%	13,000	10,500	2,500	19.23%	169,000	158,500
City Manager - Admin.	412-00	Regular	45,609	41,593	4,016	8.81%	45,609	41,593	4,016	8.81%	592,914	551,321
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	45,609	41,593	4,016	8.81%	45,609	41,593	4,016	8.81%	592,914	551,321
City Treasurer	413	Regular	10,645	10,010	635	5.97%	10,645	10,010	635	5.97%	138,384	128,374
		IPT	923	561	362	39.23%	923	561	362	39.23%	12,000	11,439
		OT	-	-	-		-	-	-		-	-
		Total	11,568	10,571	997	8.62%	11,568	10,571	997	8.62%	150,384	139,813
City Collector	414	Regular	62,230	58,075	4,155	6.68%	62,230	58,075	4,155	6.68%	808,987	750,912
		IPT	-	-	-		-	-	-		-	-
		OT	-	5	(5)		-	5	(5)		-	(5)
		Total	62,230	58,080	4,150	6.67%	62,230	58,080	4,150	6.67%	808,987	750,907
City Clerk	415	Regular	10,444	10,396	48	0.46%	10,444	10,396	48	0.46%	135,774	125,378
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,444	10,396	48	0.46%	10,444	10,396	48	0.46%	135,774	125,378
Municipal Court	416	Regular	25,067	22,719	2,349	9.37%	25,067	22,719	2,349	9.37%	325,875	303,156
		IPT	1,385	644	741	53.53%	1,385	644	741	53.53%	18,000	17,357
		OT	2,052	630	1,422	69.28%	2,052	630	1,422	69.28%	26,675	26,045
		Total	28,504	23,992	4,511	15.83%	28,504	23,992	4,511	15.83%	370,550	346,558

CITY OF CHARLESTON
Payroll Variance Analysis
July 2023

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	30,558	30,558	(0)	0.00%	30,558	30,558	(0)	0.00%	397,259	366,701
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,558	30,558	(0)	0.00%	30,558	30,558	(0)	0.00%	397,259	366,701
		Budget	5									
		Actual	5									
Accounting	418	Regular	22,601	22,456	145	0.64%	22,601	22,456	145	0.64%	293,815	271,359
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	22,601	22,456	145	0.64%	22,601	22,456	145	0.64%	293,815	271,359
		Budget	5									
		Actual	5									
Engineering - General	420-00	Regular	39,084	39,601	(517)	-1.32%	39,084	39,601	(517)	-1.32%	508,092	468,491
		IPT	769	-	769		769	-	769		10,000	10,000
		OT	-	-	-		-	-	-		-	-
		Total	39,853	39,601	253	0.63%	39,853	39,601	253	0.63%	518,092	478,491
		Budget	7									
		Actual	7									
Engineering - Stormwater	420-01	Regular	10,951	10,951	(0)	0.00%	10,951	10,951	(0)	0.00%	142,368	131,417
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,951	10,951	(0)	0.00%	10,951	10,951	(0)	0.00%	142,368	131,417
		Budget	2									
		Actual	2									
MOECD	421	Regular	30,945	27,365	3,579	11.57%	30,945	27,365	3,579	11.57%	402,284	374,919
		IPT	36,000	36,909	(909)	-2.52%	36,000	36,909	(909)	-2.52%	120,000	83,091
		OT	-	-	-		-	-	-		-	-
		Total	66,945	64,274	2,671	3.99%	66,945	64,274	2,671	3.99%	522,284	458,010
		Budget	7									
		Actual	6									
Human Resources	422	Regular	30,284	30,222	61	0.20%	30,284	30,222	61	0.20%	393,688	363,466
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,284	30,222	61	0.20%	30,284	30,222	61	0.20%	393,688	363,466
		Budget	7									
		Actual	7									
Mail Room	431	Regular	2,531	2,496	35	1.39%	2,531	2,496	35	1.39%	32,906	30,410
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	2,531	2,496	35	1.39%	2,531	2,496	35	1.39%	32,906	30,410
		Budget	1									
		Actual	1									
Building Commission	436	Regular	54,672	47,348	7,324	13.40%	54,672	47,348	7,324	13.40%	710,734	663,386
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	54,672	47,348	7,324	13.40%	54,672	47,348	7,324	13.40%	710,734	663,386
		Budget	13									
		Actual	12									

CITY OF CHARLESTON
Payroll Variance Analysis
July 2023

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	37,342	37,990	(648)	-1.74%	37,342	37,990	(648)	-1.74%	485,445	447,455
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	37,342	37,990	(648)	-1.74%	37,342	37,990	(648)	-1.74%	485,445	447,455
Information Systems	439	Regular	41,592	33,535	8,056	19.37%	41,592	33,535	8,056	19.37%	540,690	507,155
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	41,592	33,535	8,056	19.37%	41,592	33,535	8,056	19.37%	540,690	507,155
General Services	440	Regular	34,676	35,802	(1,126)	-3.25%	34,676	35,802	(1,126)	-3.25%	450,786	414,984
		IPT	769	-	769	100.00%	769	-	769	100.00%	10,000	10,000
		OT	5,837	8,413	(2,575)	-44.12%	5,837	8,413	(2,575)	-44.12%	75,886	67,473
		Total	41,282	44,214	(2,932)	-7.10%	41,282	44,214	(2,932)	-7.10%	536,672	492,458
Constituent Services	442-01	Regular	16,976	16,962	14	0.08%	16,976	16,962	14	0.08%	220,692	203,730
		IPT	1,800	-	1,800	100.00%	1,800	-	1,800	100.00%	23,400	23,400
		OT	-	-	-		-	-	-		-	-
		Total	18,776	16,962	1,814	9.66%	18,776	16,962	1,814	9.66%	244,092	227,130
Morris Square Property	500	Regular	5,252	5,277	(25)	-0.47%	5,252	5,277	(25)	-0.47%	68,276	62,999
		IPT	-	-	-		-	-	-		-	-
		OT	154	-	154	100.00%	154	-	154	100.00%	2,000	2,000
		Total	5,406	5,277	129	2.39%	5,406	5,277	129	2.39%	70,276	64,999
Public Works	566	Regular	14,961	15,660	(699)	-4.67%	14,961	15,660	(699)	-4.67%	194,495	178,835
		IPT	-	-	-		-	-	-		-	-
		OT	385	547	(162)	-42.12%	385	547	(162)	-42.12%	5,000	4,453
		Total	15,346	16,207	(861)	-5.61%	15,346	16,207	(861)	-5.61%	199,495	183,288
Public Grounds - Adm.	567-00	Regular	70,637	59,912	10,725	15.18%	70,637	59,912	10,725	15.18%	918,278	858,366
		IPT	-	-	-		-	-	-		-	-
		OT	2,122	4,954	(2,832)	-133.43%	2,122	4,954	(2,832)	-133.43%	27,590	22,636
		Total	72,759	64,866	7,893	10.85%	72,759	64,866	7,893	10.85%	945,868	881,002
Public Grounds - C/T	567-01	Regular	5,740	7,242	(1,503)	-26.18%	5,740	7,242	(1,503)	-26.18%	74,616	67,374
		IPT	-	-	-		-	-	-		-	-
		OT	368	253	115	31.27%	368	253	115	-100.00%	4,788	4,535
		Total	6,108	7,496	(1,388)	-22.72%	6,108	7,496	(1,388)	-22.72%	79,404	71,908

CITY OF CHARLESTON
Payroll Variance Analysis
July 2023

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Uniform	700-00	Regular	740,565	749,959	(9,393)	-1.27%	740,565	749,959	(9,393)	-1.27%	9,627,349	8,877,390
		OT	244,965	294,889	(49,924)	-20.38%	244,965	294,889	(49,924)	-20.38%	2,687,584	2,392,695
		Reimb.	(3,077)	(3,910)	833	27.08%	(3,077)	(3,910)	833	27.08%	(40,000)	(36,090)
		Total	982,454	1,040,938	(58,484)	-5.95%	982,454	1,040,938	(58,484)	-5.95%	12,274,933	11,233,995
Police - Civilian	700-01	Regular	69,141	68,726	415	0.60%	69,141	68,726	415	0.60%	898,835	830,109
		IPT	3,846	560	3,286	85.44%	3,846	560	3,286	85.44%	50,000	49,440
		OT	7,794	6,989	805	10.33%	7,794	6,989	805	10.33%	101,319	94,330
		Total	80,781	76,275	4,506	5.58%	80,781	76,275	4,506	5.58%	1,050,154	973,879
Fire - Uniform	706-00	Regular	905,508	1,046,071	(140,562)	-15.52%	905,508	1,046,071	(140,562)	-15.52%	9,646,900	8,600,829
		OT	193,087	59,298	133,789	69.29%	193,087	59,298	133,789	69.29%	1,769,746	1,710,448
		Reimb.	(923)	(5,535)	4,612	499.63%	(923)	(5,535)	4,612	499.63%	(12,000)	(6,465)
		Total	1,097,672	1,099,834	(2,162)	-0.20%	1,097,672	1,099,834	(2,162)	-0.20%	11,404,646	10,304,812
Fire - Civilian	706-01	Regular	7,356	4,399	2,957	40.19%	7,356	4,399	2,957	40.19%	95,625	91,226
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	231	-	231	100.00%	231	-	231	100.00%	3,000	3,000
		Total	7,587	4,399	3,187	42.01%	7,587	4,399	3,187	42.01%	98,625	94,226
Traffic	712	Regular	34,698	37,428	(2,730)	-7.87%	34,698	37,428	(2,730)	-7.87%	451,073	413,645
		IPT	385	-	385	100.00%	385	-	385	100.00%	5,000	5,000
		OT	1,006	9,121	(8,114)	-806.22%	1,006	9,121	(8,114)	-806.22%	13,084	3,963
		Total	36,089	46,549	(10,460)	-28.98%	36,089	46,549	(10,460)	-28.98%	469,157	422,608
Emergency Services	716	Regular	6,438	-	6,438	100.00%	6,438	-	6,438	100.00%	83,699	83,699
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	6,438	-	6,438	100.00%	6,438	-	6,438	100.00%	83,699	83,699
Street	750	Regular	197,910	163,264	34,646	17.51%	197,910	163,264	34,646	17.51%	2,572,831	2,409,567
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	16,331	31,688	(15,356)	-94.03%	16,331	31,688	(15,356)	-94.03%	284,304	252,616
		Total	214,241	194,952	19,290	9.00%	214,241	194,952	19,290	9.00%	2,857,135	2,662,183
Equipment Maintenance	754	Regular	60,033	59,447	586	0.98%	60,033	59,447	586	0.98%	780,429	720,982
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	4,791	2,296	2,496	52.09%	4,791	2,296	2,496	52.09%	62,286	59,990
		Total	64,824	61,743	3,081	4.75%	64,824	61,743	3,081	4.75%	842,715	780,972

CITY OF CHARLESTON
Payroll Variance Analysis
July 2023

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Refuse & Recycling	800	Regular	173,022	190,170	(17,148)	-9.91%	173,022	190,170	(17,148)	-9.91%	2,249,283	2,059,113
		IPT	-	-	-		-	-	-		-	-
		OT	20,761	25,170	(4,410)	-21.24%	20,761	25,170	(4,410)	-21.24%	269,888	244,718
		Total	193,782	215,340	(21,558)	-11.12%	193,782	215,340	(21,558)	-11.12%	2,519,171	2,303,831
Parks & Recreation	900	Regular	98,799	100,234	(1,435)	-1.45%	98,799	100,234	(1,435)	-1.45%	1,284,383	1,184,149
		IPT	77,280	63,528	13,752	17.79%	77,280	63,528	13,752	17.79%	322,000	258,472
		OT	4,635	19,992	(15,356)	-331.29%	4,635	19,992	(15,356)	-331.29%	60,259	40,267
		Total	180,714	183,753	(3,039)	-1.68%	180,714	183,753	(3,039)	-1.68%	1,666,642	1,482,889
Public Arts	906	Regular	4,408	4,408	(0)	0.00%	4,408	4,408	(0)	0.00%	57,309	52,901
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,408	4,408	(0)	0.00%	4,408	4,408	(0)	0.00%	57,309	52,901
Spring Hill Cemetery	952	Regular	28,742	25,502	3,240	11.27%	28,742	25,502	3,240	11.27%	373,649	348,147
		IPT	-	-	-		-	-	-		-	-
		OT	889	51	838	94.21%	889	51	838	94.21%	11,557	11,506
		Total	29,631	25,553	4,078	13.76%	29,631	25,553	4,078	13.76%	385,206	359,653
General Fund		Regular	2,976,294	3,066,158	(89,864)	-3.02%	2,976,294	3,066,158	(89,864)	-3.02%	36,567,117	33,500,959
		IPT	123,157	102,201	20,956	17.02%	123,157	102,201	20,956	17.02%	570,400	468,199
		OT	505,409	464,295	41,114	8.13%	505,409	464,295	41,114	8.13%	5,404,966	4,940,671
		Reimb.	(4,000)	(9,445)	5,445	136.13%	(4,000)	(9,445)	5,445	136.13%	(52,000)	(42,555)
		Total	3,600,860	3,623,210	(22,350)	-0.62%	3,600,860	3,623,210	(22,350)	-0.62%	42,490,483	38,867,273

CITY OF CHARLESTON
Payroll Variance Analysis
July 2023

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Business Improvement Dist.	568	Regular	3,414	-	3,414	100.00%	3,414	-	3,414	100.00%	44,385	44,385
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	3,414	-	3,414	100.00%	3,414	-	3,414	100.00%	44,385	44,385
CARE Fund	409-02	Regular	24,938	18,663	6,275	25.16%	24,938	18,663	6,275	25.16%	324,200	305,537
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,938	18,663	6,275	25.16%	24,938	18,663	6,275	25.16%	324,200	305,537
Coliseum & Conv. Center	910	Regular	55,649	50,147	5,502	9.89%	55,649	50,147	5,502	9.89%	723,438	673,291
		IPT	-	-	-	0.00%	-	-	-	0.00%	-	-
		OT	2,308	1,590	717	31.09%	2,308	1,590	717	31.09%	30,000	28,410
		Total	57,957	51,737	6,219	10.73%	57,957	51,737	6,219	10.73%	753,438	701,701
Parking System	571	Regular	59,585	59,317	268	0.45%	59,585	59,317	268	0.45%	774,603	715,286
		IPT	3,923	2,957	967	24.64%	3,923	2,957	967	24.64%	51,000	48,044
		OT	1,692	4,128	(2,436)	-143.92%	1,692	4,128	(2,436)	-143.92%	22,000	17,872
		Total	65,200	66,401	(1,201)	-1.84%	65,200	66,401	(1,201)	-1.84%	847,603	781,202
Total		Regular	3,119,881	3,194,285	(74,404)	-2.38%	3,119,881	3,194,285	(74,404)	-2.38%	38,109,543	34,915,258
		IPT	127,080	105,158	21,922	17.25%	127,080	105,158	21,922	17.25%	621,400	516,242
		OT	509,409	470,013	39,395	7.73%	509,409	470,013	39,395	7.73%	5,456,966	4,986,953
		Reimb.	(4,000)	(9,445)	5,445	-136.13%	(4,000)	(9,445)	5,445	-136.13%	(52,000)	(42,555)
		Total	3,752,370	3,760,012	(7,642)	-0.20%	3,752,370	3,760,012	(7,642)	-0.20%	44,135,909	40,375,898

Vacancy Report:

City Manager	1	BID	1
City Collector	1	CCCC	2
Municipal Court	1	Parking	1
MOECD	1	Total All	50
Building Commission	1		
Information Systems	2		
Public Works (all)	18		
Police - Uniform	8		
Police - Civilian	1		
Fire - Uniform	6		
Fire - Civilian	1		
Homeland Security	1		
Parks & Rec	4		
Total General Fund	46		

Exhibit "B"



This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia; and the same is hereby recorded.

THAT: *[Signature]* Clerk:
Kanawha County Commission

Exhibit "C"

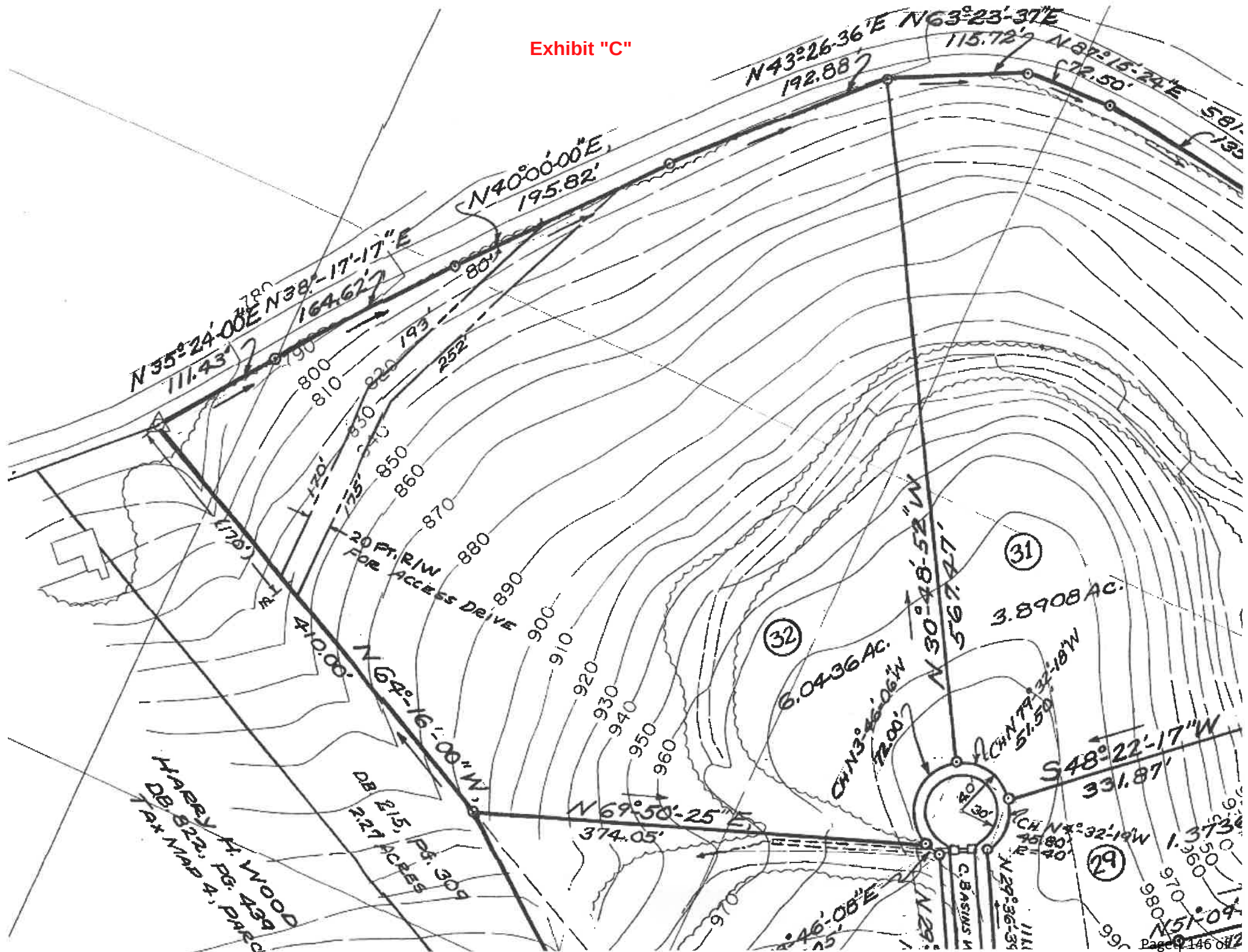
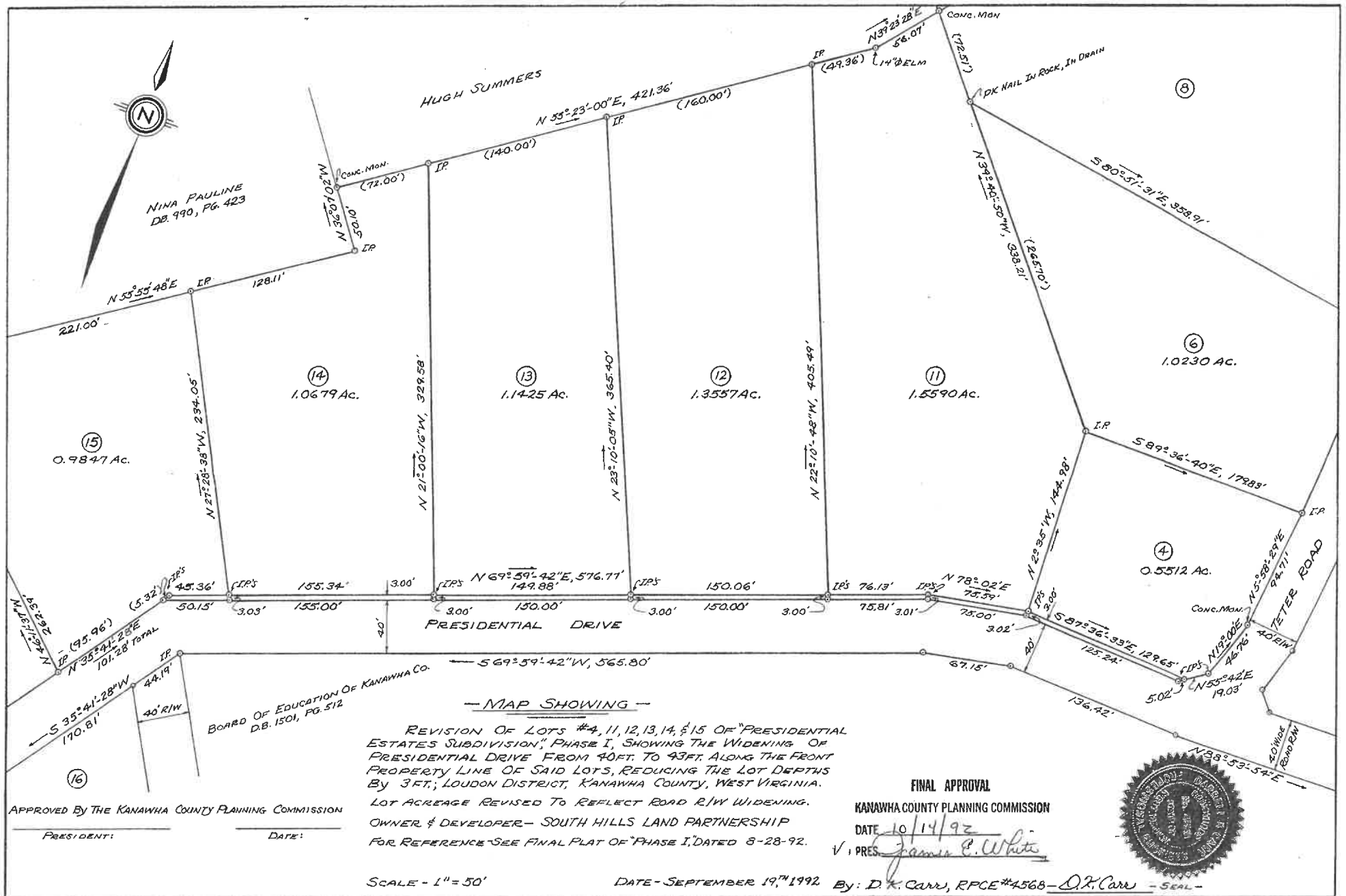


Exhibit "D"



This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on and the same is admitted to record.

OCT 19 1992

Tolson: *Alma G. King* Clerk,
Kanawha County Commission

Exhibit 1

Description Lot 32 Presidential Estates Phase 1

Beginning at a point in the R/W (Right of Way) Line of Presidential Drive. Said Point also being the common corner of lots 32 and 30 of Phase 1 of the Presidential Estates Subdivision located in the Loudon District of Kanawha County, WV. Thence leaving said R/W Line and with the common line of lots 32 and 30 S 69° 50' 25" W and 374.05ft to a point; Thence leaving said common line of 32 and 30 N 64° 16' 00" W (and passing a 20ft R/W for access drive) and 410.00ft to a point; Thence N 35° 24' 00" E and 111.43ft to a point; Thence N 38° 17' 17" E and 164.62ft to a point; Thence N 40° 00' 00" E (and passing a 20ft R/W for access drive) and 195.82ft to a point; Thence N 43° 26' 36" E and 192.88ft and said point being a common corner to lots 32 and 31; Thence with the common line of 32 and 31 S 30° 48' 52" E and 567.47ft to a point and being the common corner of lots 32 and 31 at the R/W Line of Presidential Drive; Thence with said R/W Line in a curve with a radius of 40ft and a Chord of S 3° 46' 06" E and 72.00ft to the point and place of beginning and containing +- 6.04 Acres. As referenced in Deed Book 2581 Page 859 (Attached Exhibit A), Map Book 47 Page 12 (Attached Exhibit B) Lot 32 portion of Map Book 47 Page 12 (Attached Exhibit C) and Map Book 47 Page 19 (Attached Exhibit D (As referenced in Deed Book 2581 Page 859)).

Bill No. 7999

Introduced in Council:

August 7, 2023

Introduced by:

Sam Minardi

Adopted by Council:

Referred to:

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

Bill No. 7999 - A BILL providing for the annexation into the City of Charleston of territory along Presidential Drive.

WHEREAS, the City of Charleston has received a petition for annexation without election pursuant to W.Va. Code § 8-6-4 from qualified voters and freeholders in territory along Presidential Drive, all territory that is contiguous to the City of Charleston; and

WHEREAS, a description by metes and bounds of the additional territory proposed to be annexed to the corporate limits is attached hereto as Exhibit 1; and

WHEREAS, the Council of the City of Charleston has reviewed the petition for annexation, as well as subdivision records, maps and information from the Kanawha County Assessor's Office concerning the territory to be annexed, voter registration information concerning qualified voters in the additional territory, and other relevant information; and

WHEREAS, the Council of the City of Charleston did enumerate and verify the total number of eligible petitioners, in each category, from the territory to be annexed and determined that a majority of the qualified voters and a majority of all freeholders of the additional territory filed the petition; and

WHEREAS the Council of the City of Charleston found and does hereby certify that the requisite number of petitioners has filed the petition, that the petition is sufficient in all respects, and the petition complies with W.Va. Code § 8-6-4; and

WHEREAS, the City of Charleston hereby provides for and consents to the annexation of the additional territory without ordering a vote on the questions, which changes the corporate limits of the City of Charleston.

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

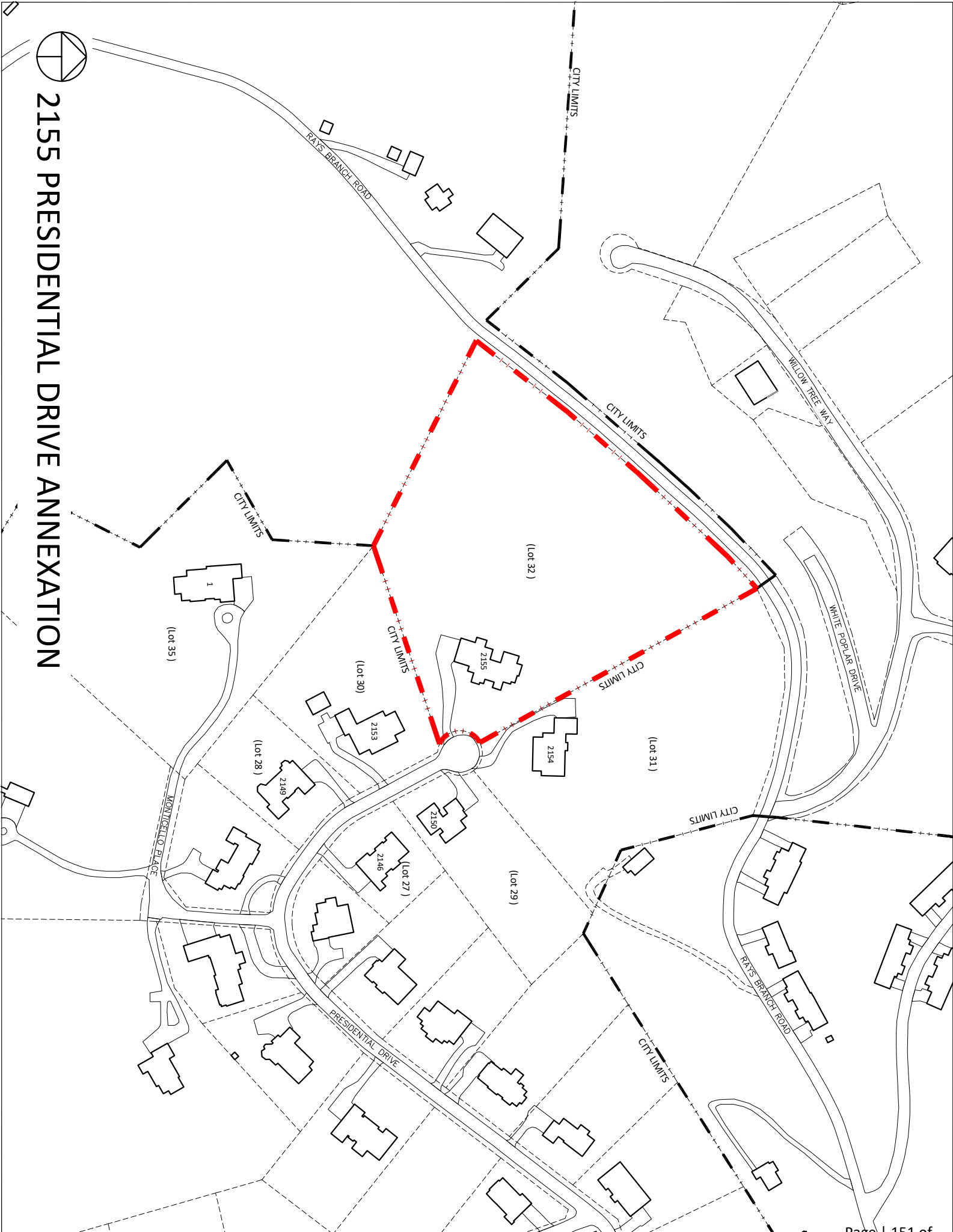
The Council of the City of Charleston, in compliance with W.Va. Code § 8-6-4, having previously enumerated and verified the total number of eligible petitioners, in each category, from the additional territory to be annexed, is satisfied that the petition for annexation is sufficient in every respect. By passage of this ordinance, as a certification

36 to such fact of the sufficiency, the City Council shall enter this annexation upon its
37 journal. A certified copy of this ordinance shall be forwarded to the Kanawha County
38 Commission for entry of an order.
39

40 The City of Charleston does hereby provide for the annexation of additional territory
41 without ordering a vote on the questions, and hereby does consent to and does annex
42 the territory along Presidential Drive as described in Exhibit 1 (attached hereto). By said
43 annexation, and upon entry of an appropriate order by the Kanawha County
44 Commission, the corporate limits of the City of Charleston shall be set forth to include
45 this additional territory as part of Ward 15.



2155 PRESIDENTIAL DRIVE ANNEXATION





PETITION FOR ANNEXATION WITHOUT ELECTION

Pursuant to West Virginia Code § 8-6-4, we hereby petition the City of Charleston and its City Council for the annexation of additional territory by ordinance and without an election. The "Additional Territory" we request to be annexed into the City of Charleston is described as follows:

2155 Presidential Drive – Louden Tax District (19), Map 4, Parcel 181.7

Following this cover page are signature pages that include a majority of the qualified voters of the Additional Territory indicating their request to be annexed and signature pages that include a majority of all freeholders of the Additional Territory, whether they reside or have a place of business therein or not, indicating their request to be annexed.

We understand that qualified voters signatures include (1) any individual who is a resident of West Virginia and has been so for one year, is a resident of the Additional Territory and has been so for at least 60 days, and is duly registered to vote in Kanawha County; and (2) any firm or corporation, regardless of its status as a freeholder, that rents real property from a freeholder within the Additional Territory that signs by its manager, president, or executive officer after being duly designated in writing by the firm or corporation.

We understand that freeholder signatures include any person or entity with any ownership interest in real property, whether in fee, a life estate, mineral rights, or other interest, regardless of whether the person has a legal or equitable interest, a joint interest, that is authorized to sign on behalf of the interests of the parcel. Only one signature on the freeholder petition may be made with respect to a single parcel, therefore any freehold interest held by more than one individuals/entities is allowed to sign a petition only upon the approval by the majority of the individuals/entities that have an interest in the parcel of property. A person or entity with an easement, dower interest, right-of-way, or leasehold interest (other than minerals) has does not have a freeholder interest with respect to this petition.

We further understand that a qualified voter who is also a freeholder may only join one petition and that a freeholder is limited to one signature on a petition. Finally, if all of the eligible petitioners are qualified voters, then only a voters' petition is required.



VOTERS PETITION

We, the undersigned, a majority of qualified voters of the Additional Territory, hereby petition the City of Charleston that the Additional Territory, as set forth in the Petition for Annexation without Election, be annexed into the City of Charleston by ordinance.

Signature
Printed Name: William Tiano

Address: 2155 Presidential Dr.
Charleston, WV 25314

Date: 2-27-23

Signature
Printed Name: _____

Address: _____

Date: _____

Signature
Printed Name: _____

Address: _____

Date: _____

Signature
Printed Name: _____

Address: _____

Date: _____

Signature
Printed Name: _____

Address: _____

Date: _____

Signature
Printed Name: _____

Address: _____

Date: _____

Exhibit "A"

THIS DEED, Made this the 31st day of July, 2003, by and between DALE E. EPPERLY and CAROL E. EPPERLY, husband and wife, parties of the first part, and WILLIAM M. TIANO and NOELLE A. STAREK, husband and wife, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the party of the second part, all that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in the City of Charleston, Kanawha County, West Virginia, and being more particularly known and designated as all of Lot No. 32, as shown upon the map entitled, " Final Plat of Presidential Estates Phase 1 (Lots 4-34), located off Presidential Drive, Loudon District, Kanawha County, West Virginia", dated july 3, 1992 and revised August 28, 1992, made by D.K. Carr, R.P.C.E. No. 4568, and of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Map Book 47, at Page 12, hereinafter referred to as "Subdivision Map"; together with the (1) nonexclusive right of way and easement over and across Presidential Road for ingress and egress to and from Tennis Club Drive and said lot and any common areas that may be subsequently developed in Presidential Estates Subdivision, as said Presidential Drive is shown on the plats of record for Presidential Estates Subdivision in Map Book 47, at page 19, and as said Presidential Drive is shown and designated on the Subdivision Map extending through Presidential Estates Subdivision and terminating at the cul-de-sac located at Lot Nos. 29, 31, and 32 as shown on the Subdivision Map and (2) nonexclusive right of way and easement over and across Teter Road for ingress and egress to and from Skyline Road and said lot and any common areas that may be subsequently developed in Presidential Estates Subdivision, as said Teter Road is shown on the plats of record for Presidential Estates Subdivision in Map Book 47, at page 19, and as said Teter Road is shown and designated on the Subdivision Map extending through Presidential Estates Subdivision and terminating at the intersection of Presidential Road and Lot Nos. 3 and 4 as shown on the Subdivision Map.

And for the same consideration the parties of the first part further ASSIGNS and TRANSFERS unto the parties of the second part, as joint tenants with the right of survivorship and not as tenants in common, one membership in Presidential Estates Homeowners Association, Inc., together with all the rights, privileges and obligations of such membership. The parties of the second part, for themselves and their heirs and assigns, by accepting delivery of this Deed, accept such membership and agree to be bound by the provisions of the Articles and by-laws of said Presidential Estates Homeowners Association, Inc., as the same now exist and as hereafter amended.

DEED 2581 859
Recorded In Above Book and Page
07/31/2003 12:33:40 PM
Alma Y. King
County Clerk
Kanawha County, WV
Deed Tax 1430.00
Recording Fee 11.00
TOTAL 1441.00

This conveyance is made subject to all covenants, reservations, rights of way, and easements of record or as may be visible upon the subject property. This conveyance is further made subject to the restrictions, reservations and covenants, which shall be running covenants with the land as contained in the aforesaid mentioned deeds herein.

This Deed is also made subject to those provisions, restrictions, easements, reservations and affirmative obligations including but not limited to, utility easements and setback lines as set forth and contained in that certain document, "Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Phase I and Phase II of Presidential Estates, a subdivision near the City of Charleston, Loudon District, Kanawha County, West Virginia", recorded in Deed Book 2302, at Page 939, and further subject to the provisions, restrictions, easements, reservations and affirmative obligations including but not limited to, utility easements, and setback lines as set forth and contained in that certain document, "First Amendment of Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Phase I and Phase II of Presidential Estates, a subdivision near the City of Charleston, Loudon District, Kanawha County, West Virginia" recorded in Deed Book 2307, at page 810.

AND BEING the same property conveyed unto Dale E. Epperly and Carol E. Epperly, husband and wife, by Deed dated March 14, 1994, who acquired title from Donald C. Lucci and Deborah L. Copeland, husband and wife, of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 2334, at Page 695.

This conveyance is made subject to any and all existing covenants, agreements, restrictions, reservations, easements, rights of way, out-conveyances and leases, which may be a matter of record in said Clerk's office and running with the land.

Subject to the foregoing, and subject to the lien for real property taxes for the year 2003, which shall be prorated between the parties hereto on a calendar year basis as of the date of delivery of this Deed and assumed by the parties of the second part, and subject further to such facts which an accurate survey of the property may disclose, the parties of the first part do hereby WARRANT GENERALLY the title to the property hereby conveyed, that the same is free and clear of all liens and encumbrances.

DECLARATION OF CONSIDERATION OR VALUE: The undersigned grantor does hereby declare that the total consideration paid for the property conveyed by this deed is \$325,000.00.

WITNESS the following signature and seal:

Dale E. Epperly
DALE E. EPPERLY

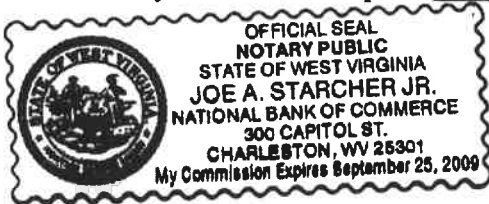
Carol E. Epperly
CAROL E. EPPERLY

STATE OF West Virginia,
COUNTY OF Kanawha, to-wit:

I, Joe A. Starcher, Jr., a Notary Public in and for said County and State, do hereby certify Dale E. Epperly and Carol E. Epperly whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said County and State.

Given under my hand this the 21st day of July, 2003.

My commission expires: September 25, 2009.



Joe A. Starcher, Jr.
NOTARY PUBLIC

☐ This property will be owner occupied.

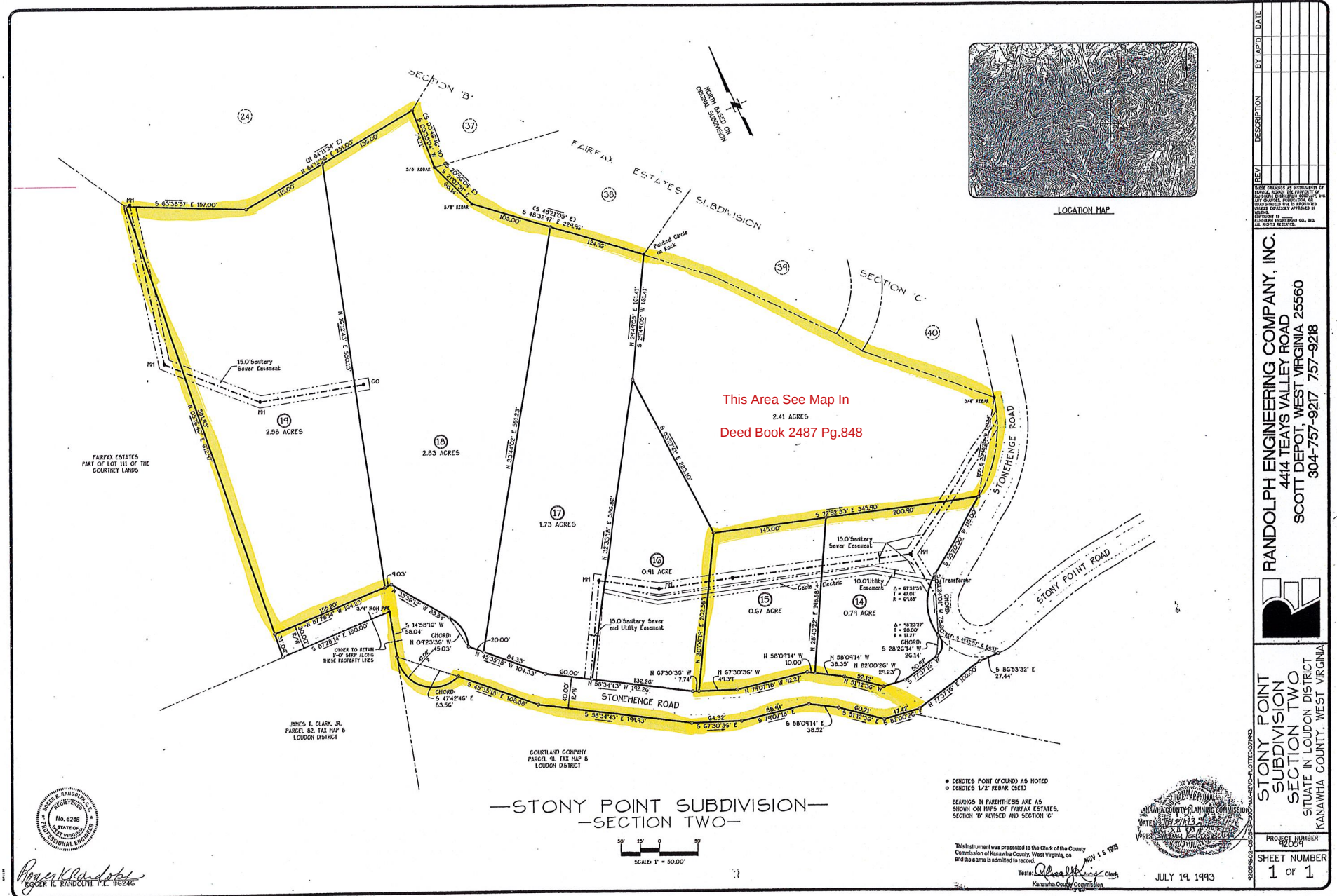
☐ This property will not be owner occupied.

This document was prepared by O. Gay Elmore, Jr., Attorney, 121 Summers Street, Charleston, West Virginia, 25301.

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on and the same is admitted to record.

JUL 31 2003

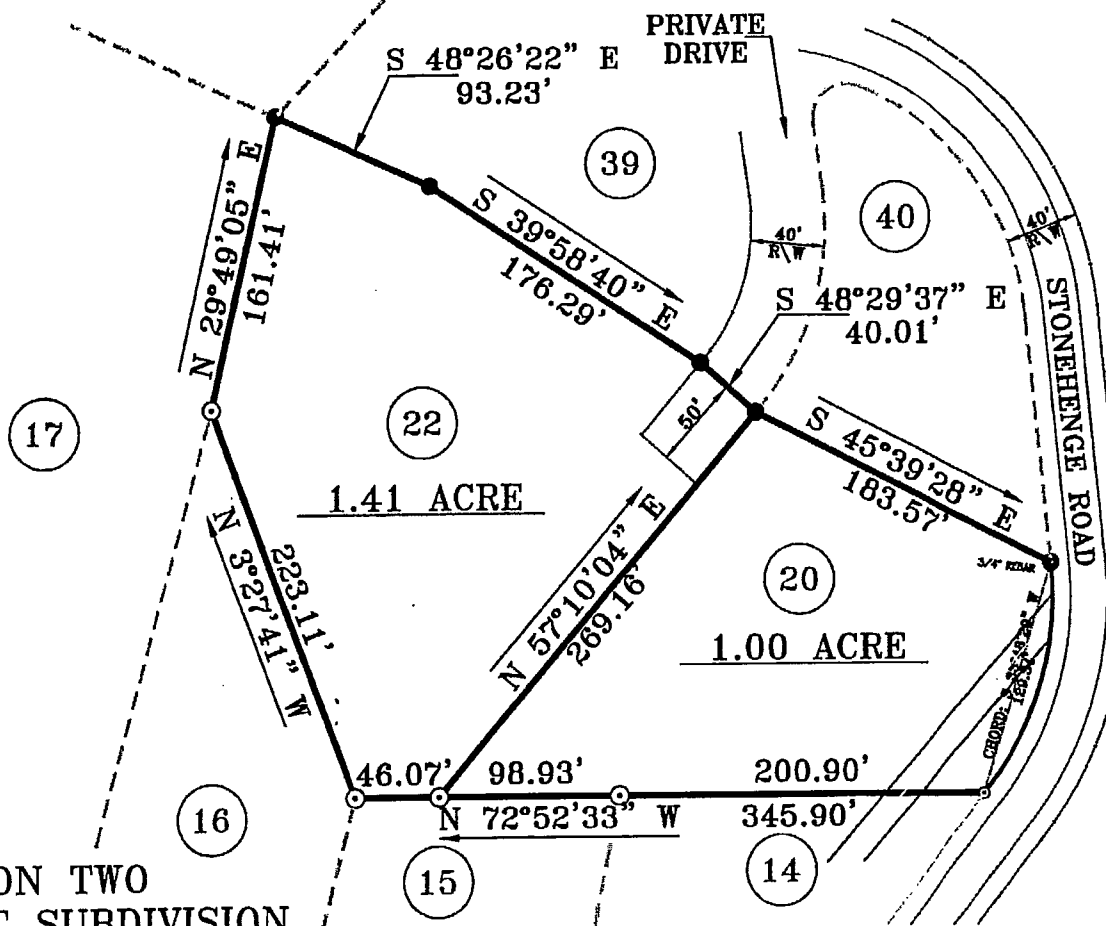
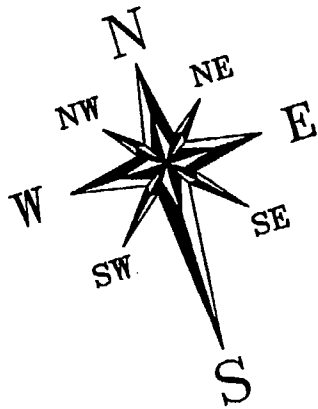
Teste: *Alma J. Dyer* Clerk
Kanawha County Commission



92059L40 - REV0 -MARK-

RANDOLPH ENGINEERING COMPANY, INC.

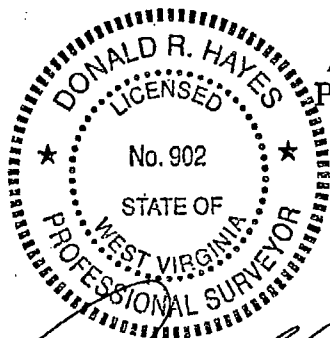
FAIRFAX ESTATES SUBDIVISION



SECTION TWO
STONY POINT SUBDIVISION

A PLAT SHOWING

A SURVEY OF A 2.41 ACRE PARCEL TO BE SEVERED INTO TWO SMALLER PARCEL TO BECOME A PART OF STONY POINT SUBDIVISION, SECTION TWO BEING SITUATE IN LOUDEN DISTRICT, KANAWHA COUNTY, WEST VIRGINIA.

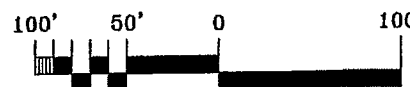


FINAL APPROVAL

KANAWHA COUNTY PLANNING COMMISSION

DATE 11-23-99

PRES. *[Signature]*
NOVEMBER 5, 1999



SCALE: 1" = 100.00'

DONALD R. HAYES P.L.S. #902

IN THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA

RE: MINOR BOUNDARY ADJUSTMENT TO THE CITY OF
CHARLESTON BEING 19.19 ACRES, MORE OR LESS,
OF LAND ADJACENT TO THE PRESENT CORPORATE
LIMITS

THE PETITION OF THE CITY OF CHARLESTON TO
HAVE A MINOR BOUNDARY ADJUSTMENT OF 19.19
ACRES, MORE OR LESS, OF LAND ADJACENT TO
THE PRESENT CORPORATE LIMITS OF THE CITY
OF CHARLESTON SITUATE, LYING AND BEING
IN LOUDON DISTRICT, KANAWHA COUNTY, WEST
VIRGINIA

TO THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA:

Your petitioners respectfully represent upon Your Honors as follows:

I.

The City of Charleston is a municipal corporation situate, lying and being in Kanawha County, West Virginia.

II.

The Mayor and Council of the City of Charleston is the governing body of the said municipal corporation.

III.

In accordance with Chapter 8, Article 6, Section 5 of the Code of West Virginia, as amended, the Mayor and the Council, as the governing body of the City of Charleston, your petitioners, hereby make application for a minor boundary adjustment in the boundary lines of said City of Charleston.

IV.

There is attached hereto a map entitled, "Fairfax Extention Section C Future Development", which said map shows the area herein sought to be annexed to the City of Charleston.

V.

Your petitioners are informed and believe and state that the territory sought to be incorporated in this processing comprises 19.19 acres, more or less. The entire tract of land is described in metes and bounds as follows:

Beginning at a point in the division line of Fairfax Estates and the Hansford Land Company, said point being on the present Corporation Line; thence with the Hansford Land Company line, S 33° 22' 50" W 1004.22 feet to a stone monument, common corner to Hansford Land, Courtland Land and Fairfax Estates; thence with the Courtland line, N 54° 09' 14" W 906.71 feet to a point; thence leaving said line and running through Fairfax Estates land, N 35° 50' 46" E 167.25 feet to a point; thence S 54° 09' 14" E 100.0 feet to a point; thence S 67° 54' 00" E 149.0 feet to a point; thence S 87° 22' 00" E 123.0 feet to a point; thence S 80° 43' 12" E 40.33 feet to a point in the westerly line of Stonehenge Road Extension; thence with said road, a curve to the left bearing N 33° 29' 00" E 129.82 feet to a point, a corner to Lot 40 of Fairfax Estates, Section "C"; thence with the westerly line of Lot 40, N 46° 08' 53" W 182.41 feet to point in the southerly line of a future road to Section "C", Fairfax Estates; thence crossing said road, N 31° 05' 00" W 40.0 feet to a point, a corner to Lot 39; thence with said lot, N 39° 48' 06" W 176.44 feet to a point; thence N 48° 21' 05" W 93.02 feet to a point, a corner to Lot 38; thence with Lot 38, N 48° 21' 05" W 229.98 feet to a point; thence N 20° 56' 10" W 68.14 feet to a point, a corner to Lot 37; thence with Lot 37, N 3° 46' 46" E 79.22 feet to a point; thence N 56° 01' 34" E 139.0 feet to a point on the existing Corporation Line; thence with said Corporation Line, S 64° 44' 36" E 1267.59 feet to the place of beginning and encompassing Stony Point Subdivision, consisting of 12.10 acres, Lots 37 through 40 of Section "C", Fairfax Estates, 3.05 acres, Stonehenge Road Extension, and part of a future road to Section "C" of Fairfax Estates. Total area involved in annexation equals 19.19 acres, more or less.

VI.

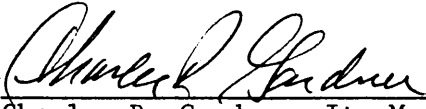
Your petitioners know no one who is interested who will be adversely affected by said annexation.

P R A Y E R

Your petitioners therefore pray that an Order may be entered filing this petition and directing publication and posting of notices that annexation of the subject tract of land has been proposed in accordance with Chapter 8, Article 6, Section 5, of the Code of West Virginia, as amended, and that this Commission set a time for hearing on the question of annexation, and that this Commission may enter an Order changing the territorial boundary limits of the City of Charleston so as to include and embrace the area described in this

petition, and as shown and set forth upon the map filed herewith and marked Petitioners' Exhibit "A", and this Commission grant such other and further relief as may seem appropriate. And as duty bound, will ever pray.

CITY OF CHARLESTON, a municipal
corporation,

By 
Charles R. Gardner, Its Mayor

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

Council of the City of Charleston, West Virginia, being first duly sworn, says that the facts and allegations contained in the foregoing Petition are true, except insofar as they are therein stated to be upon information, and that insofar as they are therein stated to be upon information, they believe them to be true.

COUNCIL OF THE CITY OF CHARLESTON,

By Charles R. Gardner
Charles R. Gardner, Mayor

Taken, subscribed and sworn to before me this 29th day of January, 1989.

My commission expires March 12, 1996.

Patricia E. Lucas
Notary Public

POINT OF BEGINNING

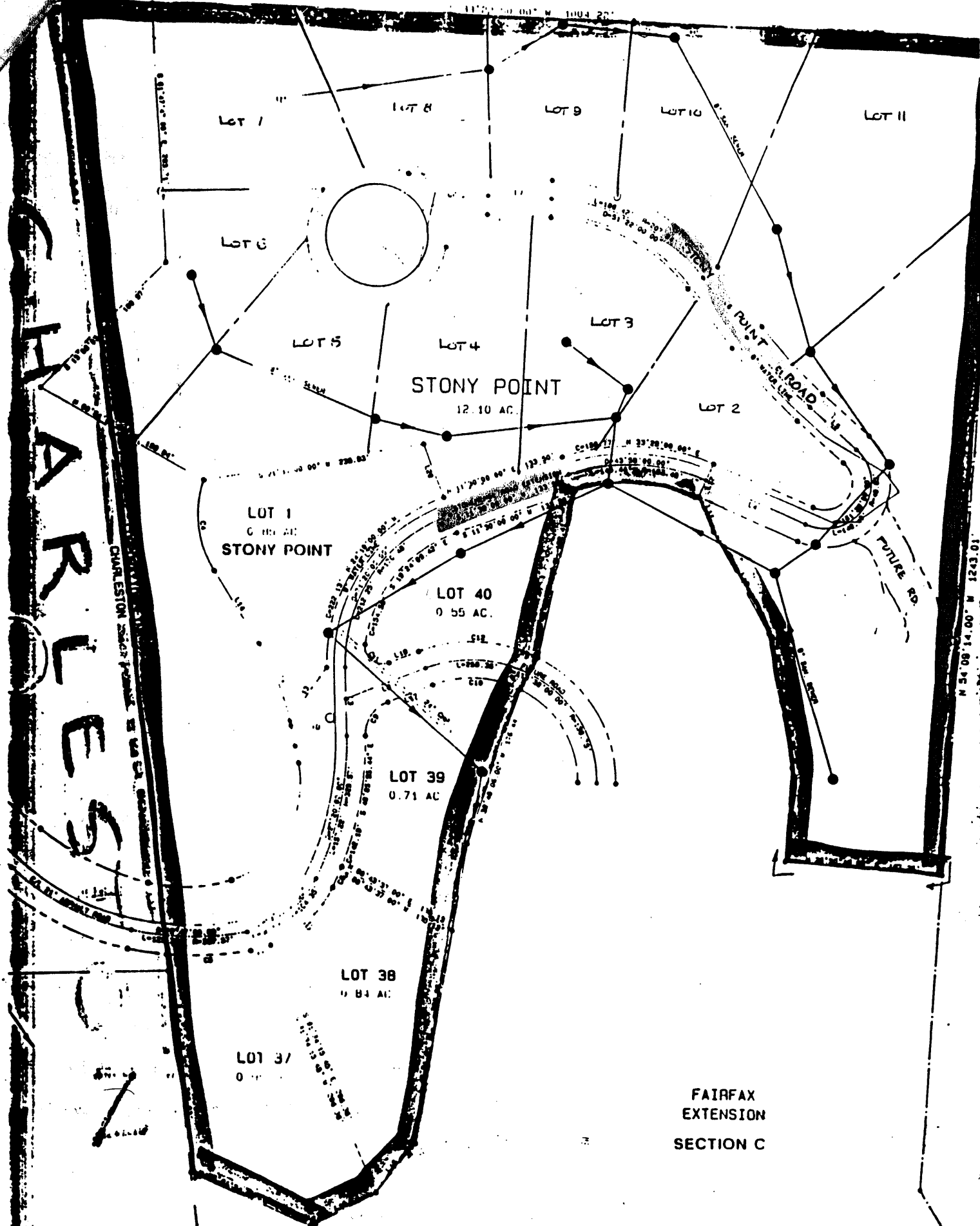
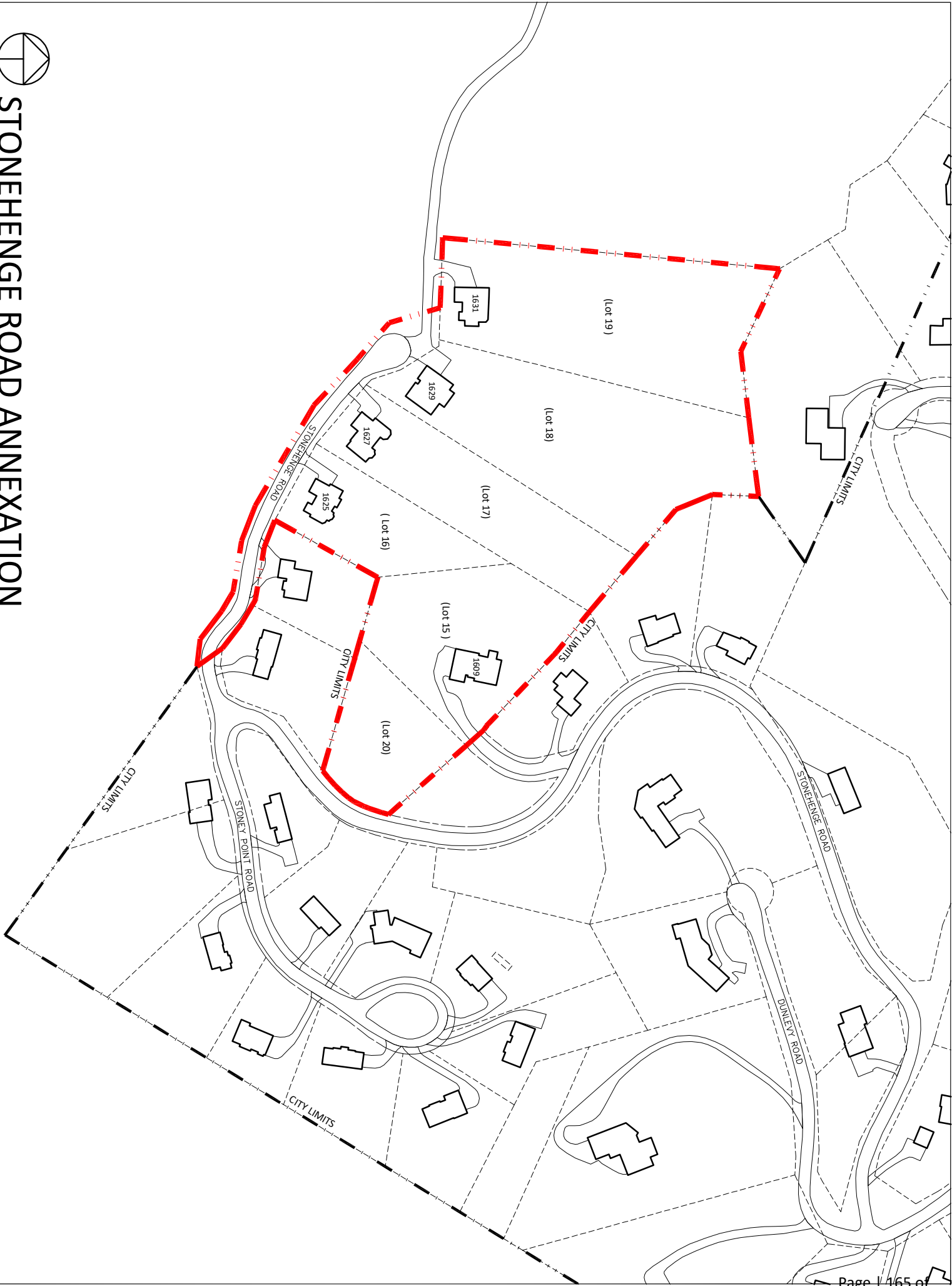


Exhibit 1

Beginning at a point in the Northern Right of Way Line (R/W) of Stonehenge Road and said point also being the Southwest most corner of Lot 19 of Section Two of the Stony Point Subdivision located in the Loudon District of Kanawha County, West Virginia; Thence leaving said R/W and with the West most line of said Lot 19, N5° 16' 40"E and 581.93' to a point at the Northwest most corner of said Lot 19; Thence with the rear of Lot 19 and adjoining common line of the Fairfax Estates Subdivision, S63° 38' 57"E and 157.00' to a point; Thence N84° 12' 58"E and 115.00' to a common corner of Lots 19 and 18 of said Stony Point Subdivision; Thence with the line of Lot 18 N84° 12' 58"E and 136.00' to a point; Thence with the common line of Lot 18 and the common line of the Fairfax Estates Subdivision, and the common Annexation Line created in 1989 S3° 46' 46"W and 79.22' to a point; Thence S20° 56' 10"E and 68.14' to a point; Thence S48° 21' 05"E and 229.98' and passing the common corner of Lots 18 and 17 to a point. Said point being the common corner to said Lot 17 and also to Lot 22 of the Addition to Stony Point Section Two; Thence with the Northeast most line of said Lot 22 and Fairfax Estates Subdivision and 1989 Annexation Line, S48° 21' 05"E and 93.02' to a point; Thence S39° 48' 06"E and 176.44' and being at the R/W of a private drive; Thence crossing said private drive S31° 05' 00"E and 40.00' to a common point with said R/W and the Northern most corner of Lot 20 of said Addition to Stony Point Section Two; Thence with the common line of said Lot 20 and Fairfax Estates Subdivision and 1989 Annexation Line S46° 08' 53"E and 182.41' to a point at the R/W line of Stonehenge Rd.; Thence with the line in a curve to the right with Lot 20 and Western R/W Line of Stonehenge Rd. a Chord Bearing of S33° 48' 20"W and 129.34' to a point. Said Curve having a Calculated Radius of 176.17' to a point. Said point being the common corner of said Lot 20 of the Addition to Stony Point Section Two and Lot 14 of Section Two of the Stony Point Subdivision; Thence with the common line of said lots 20 and 14 and continuing with the 1989 Annexation Line N72° 52' 33"W and 200.90' to a common corner of Lots 14 and 15 of Section Two of the Stony Point Subdivision; Thence with the common line of said Lots 15 and 20 N72° 52' 33"W and 98.93' to a common corner of Lots 20 and 22 of the Addition to Stony Point Section Two; Thence with the common line of said Lots 15 and 22 N72° 52' 33"W and 46.07' to a common corner of Lots 15 and 16 of Section Two of the Stony Point Subdivision; Thence leaving the common line of said Lot 22 and with the common line of Lots 15 and 16 and continuing with the 1989 Annexation Line S30° 06' 19"W and 202.58' to a common corner of Lots 15 and 16 at the Northern R/W line of Stonehenge Rd; Thence with the Northern R/W of Stonehenge Rd. and with the 1989 Annexation Line S67° 30' 36"E and 49.39' to a point; Thence S79° 07' 18"E and 92.27' to a point; Thence S58° 09' 14"E and 10.00' to a common corner to lots 15 and 14; Thence S58° 09' 14"E and 38.35' to a point; Thence S51° 12' 36"E and 52.12' to a point; Thence leaving said Northern R/W line and crossing over to the Southern R/W line of Stonehenge Rd. S34° 30' 40"E and 53.82' to a point; Thence leaving the common line with the 1989 Annexation and now following said Southern R/W line the following calls N82° 00' 26"W and 47.42', N51° 12' 36"W and 60.71', N58° 09' 14"W and 38.52', N79° 07' 18"W and 88.94', N67° 30' 36"W and 64.32', N58° 34' 43"W and 199.93', N45° 35' 18"W and 108.88'; Thence with a cul-de-sac curve to the right with a chord of N47° 42' 46"W and 83.56' and a radius of 47.02'; Thence N14° 58' 16"E and 58.04' to a point; Thence N14° 49' 13"E and 31.37' to a point at the Northern R/W line of Stonehenge Rd. and also being at the common corner of Lots 18 and 19, Thence with the common line of Lot 19 N87° 28' 14"W and 155.20' to the point and place of beginning and containing +- 11.19 Acres. All being shown as the highlighted area on attached map "Exhibit A". Also said description being referenced and intended to follow the perimeter of described lots and roads as shown upon maps located and recorded at the Kanawha County Courthouse as Part of Stony Point Subdivision as recorded in Stony Point Subdivision Section Two in Map Book 48 Page 39 (Attached "Exhibit B") and Deed Book 2487 Page 848 (Attached "Exhibit C"). Also being with the line in common where applicable with a March 2, 1989, Annexation Area (attached "Exhibit D").



STONEHENGE ROAD ANNEXATION





PETITION FOR ANNEXATION WITHOUT ELECTION

Pursuant to West Virginia Code § 8-6-4, we hereby petition the City of Charleston and its City Council for the annexation of additional territory by ordinance and without an election. The “Additional Territory” we request to be annexed into the City of Charleston is described as follows:

1609 Stonehenge Road - Loudon Tax District Map 8, Parcel 90.15;
1625 Stonehenge Road - Loudon Tax District Map 8, Parcel 90.16;
1627 Stonehenge Road - Loudon Tax District Map 8, Parcel 90.17;
1629 Stonehenge Road - Loudon Tax District Map 8, Parcel 90.18;
1631 Stonehenge Road - Loudon Tax District Map 8, Parcel 90.19;
vacant lot - Loudon Tax District Map 8, Parcel 90.20

Following this cover page are signature pages that include a majority of the qualified voters of the Additional Territory indicating their request to be annexed and signature pages that include a majority of all freeholders of the Additional Territory, whether they reside or have a place of business therein or not, indicating their request to be annexed.

We understand that qualified voters signatures include (1) any individual who is a resident of West Virginia and has been so for one year, is a resident of the Additional Territory and has been so for at least 60 days, and is duly registered to vote in Kanawha County; and (2) any firm or corporation, regardless of its status as a freeholder, that rents real property from a freeholder within the Additional Territory that signs by its manager, president, or executive officer after being duly designated in writing by the firm or corporation.

We understand that freeholder signatures include any person or entity with any ownership interest in real property, whether in fee, a life estate, mineral rights, or other interest, regardless of whether the person has a legal or equitable interest, a joint interest, that is authorized to sign on behalf of the interests of the parcel. Only one signature on the freeholder petition may be made with respect to a single parcel, therefore any freehold interest held by more than one individuals/entities is allowed to sign a petition only upon the approval by the majority of the individuals/entities that have an interest in the parcel of property. A person or entity with an easement, dower interest, right-of-way, or leasehold interest (other than minerals) has does not have a freeholder interest with respect to this petition.

We further understand that a qualified voter who is also a freeholder may only join one petition and that a freeholder is limited to one signature on a petition. Finally, if all of the eligible petitioners are qualified voters, then only a voters’ petition is required.



VOTERS PETITION

We, the undersigned, a majority of qualified voters of the Additional Territory, hereby petition the City of Charleston that the Additional Territory, as set forth in the Petition for Annexation without Election, be annexed into the City of Charleston by ordinance.

Jack Rossi
Signature
Printed Name: Jack Rossi
Address: 1627 Stonehenge Road
Charleston, WV 25314
Date: February 26, 2023

Glenn Goldfarb
Signature
Printed Name: Glenn Goldfarb
Address: 1629 Stonehenge Rd
Charleston WV 25314
Date: 2-26-23

William B. George
Signature
Printed Name: William B George
Address: 1631 Stonehenge Rd.
Charleston, WV 25314
Date: 2-26-2023

Katherine F. Leggett
Signature
Printed Name: Katherine F. Leggett
Address: 1625 Stonehenge Rd
Charleston, WV 25314
Date: 2/27/23

Tim Thistlethwaite Dora Thistlethwaite
Signature
Printed Name: Tim Thistlethwaite
Address: 1609 Stonehenge Rd
Charleston, WV 25314
Date: 2/27/23

Signature
Printed Name: _____
Address: _____

Date: _____



FREEHOLDERS PETITION

We, the undersigned, a majority of freeholders of the Additional Territory, hereby petition the City of Charleston that the Additional Territory, as set forth in the Petition for Annexation without Election, be annexed into the City of Charleston by ordinance.



Signature

Printed Name: Giovanni Bernarino

Freehold Address: 101 VIRGINIA ST

CHARLESTON WV 25311

Date: 6/30/23

Signature

Printed Name: _____

Freehold Address: _____

Date: _____

Signature

Printed Name: _____

Freehold Address: _____

Date: _____

Signature

Printed Name: _____

Freehold Address: _____

Date: _____

Signature

Printed Name: _____

Freehold Address: _____

Date: _____

Signature

Printed Name: _____

Freehold Address: _____

Date: _____

Bill No. 8000

Introduced in Council:

August 7, 2023

Introduced by:

Sam Minardi

Adopted by Council:

Referred to:

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

Bill No. 8000 - A BILL providing for the annexation into the City of Charleston of territory along Stonehenge Road.

WHEREAS, the City of Charleston has received petitions for annexation without election pursuant to W.Va. Code § 8-6-4 from qualified voters and freeholders in territory along Stonehenge Road, all territory that is contiguous to the City of Charleston; and

WHEREAS, a description by metes and bounds of the additional territory proposed to be annexed to the corporate limits is attached hereto as Exhibit 1; and

WHEREAS, the Council of the City of Charleston has reviewed the petitions for annexations, as well as subdivision records of Stonehenge Subdivision, maps and information from the Kanawha County Assessor's Office concerning the territory to be annexed, voter registration information concerning qualified voters in the additional territory, and other relevant information; and

WHEREAS, the Council of the City of Charleston did enumerate and verify the total number of eligible petitioners, in each category, from the territory to be annexed and determined that a majority of the qualified voters and a majority of all freeholders of the additional territory filed the petitions; and

WHEREAS the Council of the City of Charleston found and does hereby certify that the requisite number of petitioners have filed the petitions, that the petitions are sufficient in all respects, and the petitions comply with W.Va. Code § 8-6-4; and

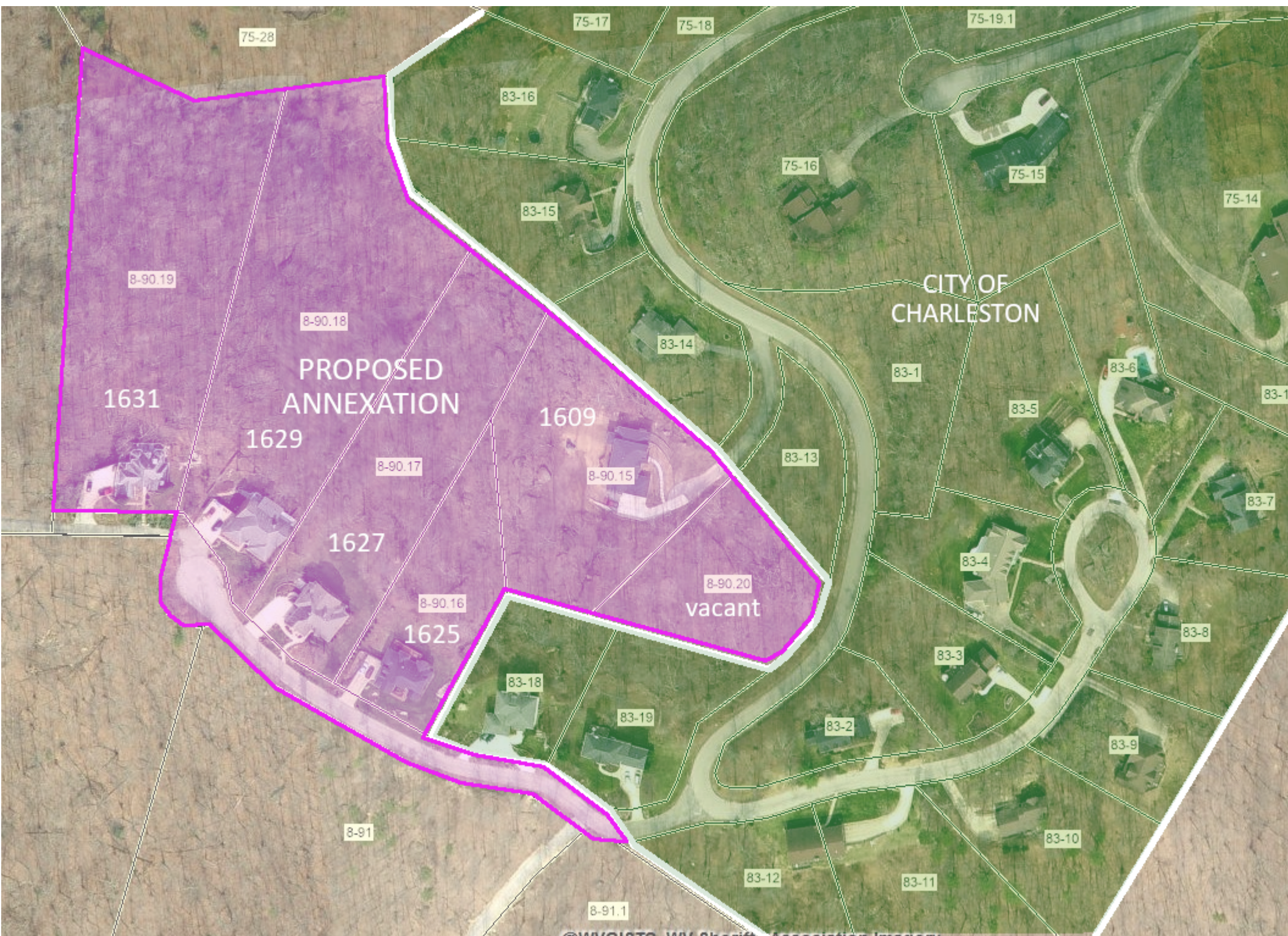
WHEREAS, the City of Charleston hereby provides for and consents to the annexation of the additional territory without ordering a vote on the questions, which changes the corporate limits of the City of Charleston.

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

The Council of the City of Charleston, in compliance with W.Va. Code § 8-6-4, having previously enumerated and verified the total number of eligible petitioners, in each category, from the additional territory to be annexed, is satisfied that the petitions for annexation are sufficient in every respect. By passage of this ordinance, as a

36 certification to such fact of the sufficiency, the City Council shall enter this annexation
37 upon its journal. A certified copy of this ordinance shall be forwarded to the Kanawha
38 County Commission for entry of an order.
39

40 The City of Charleston does hereby provide for the annexation of additional territory
41 without ordering a vote on the questions, and hereby does consent to and does annex
42 the territory along Stonehenge Road as described in Exhibit 1 (attached hereto). By said
43 annexation, and upon entry of an appropriate order by the Kanawha County
44 Commission, the corporate limits of the City of Charleston shall be set forth to include
45 this additional territory as part of Ward 15.



1 **Bill No. 8001**

2 Passed by Council:

3 Introduced in Council

4 **August 7, 2023**

5 Introduced by:

Referred to:

6 **Mary Beth Hoover**

Planning, Streets and Traffic

7
8 **Bill No. 8001** - A Bill to establish a no parking zone on the southernmost side of
9 Washington Street East from Leon Sullivan Way to a point 515 feet east of Leon
10 Sullivan Way and amending the Traffic Control Map and Traffic Control File, established
11 by the code of the City of Charleston, West Virginia, two thousand and three, as
12 amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform
13 therewith.

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

15 Section 1. A Bill to establish a no parking zone on the southernmost side of Washington
16 Street East from Leon Sullivan Way to a point 515 feet east of Leon Sullivan Way

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

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

Bill No. 8002

Introduced in Council:

August 7, 2023

Adopted by Council:

Introduced by:

Michael Ferrell

Referred to:

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

Bill No. 8002 - A BILL to amend the Zoning Ordinance of the City of Charleston, as amended, by allowing "Firearms Sales Establishments" as a conditional use permit in the C-8 Village Commercial District.

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

That Section 03-050 of the Zoning Ordinance for the City of Charleston, as amended, is hereby amended to read as follows:

Sec. 3-050 Permitted Land Uses

LAND USE	R-2	R-4	R-6	R-8	R-10	R-O	C-4	C-8	C-10	C-12	CBD	UCD	CVD	PMC	I-2	I-4	PUD	SUPP.
Firearms Sales Establishments								<u>C</u>	P	P	P							

Bill No. 8003

Introduced in Council:

August 7, 2023

Introduced by:

Michael Ferrell

Adopted by Council:

Referred to:

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

Bill No. 8003 – A bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from an R-10 district to a C-10 district, that certain parcel of land identified as 812 Indiana Ave, in the City of Charleston, Kanawha County, State of West Virginia.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA
THAT:**

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

Parcel No. 324 as shown on West Charleston Tax Map No. 27. Subject parcel commonly known as "LTS 32-33 BK 7 BIGLEY-WALKER ADN 43X120" 812 Indiana Avenue, Charleston, West Virginia. Said tax map is of record on the Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Section 1 of this Ordinance.

3. All prior ordinances, or parts of ordinances, inconsistent with this Ordinance, are hereby repealed to the extent of said inconsistency.

Bill No. 8004

Introduced in Council:

August 7, 2023

Introduced by:

Brent Burton

Adopted by Council:

Referred to:

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

Bill No. 8004 - A Bill closing, abandoning and discontinuing as a public right of way a portion of Hayes Avenue, consisting of 0.190 acre, which is located between Tax Map 16, Parcel 1 and Tax Map 17, Parcel 3, Parcel 4, and Parcel 222, Charleston South Annex Corp. District, Kanawha County, West Virginia.

BE IT ORDAINED BY THE CITY COUNCIL OF CHARLESTON, WEST VIRGINIA

1. A portion of the public right of way, known as a portion of Haynes Avenue consisting of 0.190 acre, located between Tax Map 16, Parcel 1 and Tax Map 17, Parcel 3, Parcel 4, and Parcel 222, City of Charleston South Annex Corp. District, Kanawha County, West Virginia, as shown on the that certain map entitled "Right-of-Way Abandonment Survey of a portion of: Hayes Avenue City of Charleston South Annex District (formerly Loudon), Kanawha County, WV" prepared for Henry Bernard Werhle and Cecilia H. Werhle, prepared by Robert Keith Fuller, Licensed Professional Surveyor, License No. 2256, dated July 7, 2023, and attached hereto as Exhibit A. The portion of Haynes Avenue is more particular described as follows:

A 0.190 acre parcel of land to be abandoned by the City of Charleston, being a portion of Hayes Avenue, having a forty foot right-of-way, as shown on a map entitled "Map of Subdivision No. 2 of Fort Hill" as recorded in Plat Book 9 at page 17 of the Kanawha County Public Registry, situate in the municipality of the City of Charleston, South Annex District, Kanawha County, West Virginia, bounded to the north by the lands conveyed to Cecilia H. Werhle and H. Bernard Werhle, III as described in Deed Book 3011 at page 676, to the southeast by Ashby Avenue (Fort Hill Drive), having a forty foot right-of-way, and to the southwest by the lands conveyed to H. Bernard Werhle, III and Cecilia H. Werhle as described in Deed Book 3174 at page 283, having the perimeter surveyed by Robert K. Fuller, P.S. #2256 and more particularly described as BEGINNING on an Existing 3/4 inch Iron Pipe, a common corner of the two tracts of land conveyed to H. Bernard Werhle, III and Cecilia H. Werhle as described in Deed Book 3174 at page 283 and in Deed Book 3011 at page 676, being the westernmost end of Hayes Avenue, located S48°11'00"E 149.11 feet from an Existing 1-1/2 inch Iron Pipe; THENCE from the BEGINNING, with the line of Werhle as described in Deed Book 3011 at page 676, N41°49'00"E 40.00 feet to an Existing Mag Nail, located S48°11'00"E 161.22 feet from an Existing 5/8 inch Rebar with Cap; THENCE with the same, S48°11'00"E

135.34 feet to an Existing 5/8 inch Rebar with Cap; THENCE with the same, with a curve to the left, a radius of 50.00 feet, an arc length of 74.55 feet and a chord bearing and distance of N89°06'00"E 67.84 feet to an Existing 5/8 inch Rebar with Cap in the northwesterly edge of Ashby Avenue (Fort Hill Drive), located S46°23'00"W 97.44 feet from an Existing 5/8 inch Rebar with Cap; THENCE with the line of Ashby Avenue (Fort Hill Drive), S46°23'00"W 61.28 feet to an Existing Tack in a ¾ inch Iron Pipe; THENCE with the same, S46°23'00"W 79.17 feet to a 5/8 inch Rebar with Cap Set in the line of Werhle as described in Deed Book 3174 at page 283, being located N46°23'00"E 19.97 feet from an Existing 5/8 inch Rebar; THENCE with the line of Werhle as described in Deed Book 3174 at page 283 with a curve to the left, a radius of 50.00 feet, an arc length of 82.52, and a chord bearing and distance of N00°54'00"W 73.47 feet to a 5/8 inch Rebar with Cap Set; THENCE with the same, N48°11'00"W 124.16 feet to the BEGINNING having bearings relative to Plat Book 9 at page 17, distances being horizontal measurements, and having an area of 0.190 acres by coordinate geometry.

3. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute, acknowledge and deliver a proper deed conveying from the City of Charleston, a West Virginia public body, to H. Bernard Werhle, III and Cecilia H. Werhle, husband and wife, all rights, title and interest in and to said real property as described in Section 1 above, for the consideration of Four Thousand Dollars and no cents (\$4,000.00).

4. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Bill No. 8008

Introduced in Council:

August 7, 2023

Introduced by:

Mary Beth Hoover

Adopted by Council:

Referred to:

Planning, Streets and Traffic

Bill No. 8008 - A Bill to amend Chapter 91, Article II of the Code of the City of Charleston, as amended, by updating the floodplain regulations by amending section 91-11 relating to the intent provision, adding section 91-52(h) relating to keeping copies of construction contracts or addendums, and amending section 91-101 to include a severability clause.

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

That Chapter 91, Article II of the Code of the City of Charleston, West Virginia, as amended, is amended by amending section 91-11, adding sections 91-52(h) and amending 91-101 all to read as follows:

CHAPTER 91. - ZONING

ARTICLE II. - Floodplain Ordinance

DIVISION 1. - IN GENERAL

Sec. 91-11 Intent.

The provisions of this ordinance have been prepared with the intention of meeting the requirements of section 60.3 (d) of the National Flood Insurance Program, the National Floodplain Insurance Act of 1988 (Public Law 91-152) amended by the Congress of the United States through the 15th of February 1975, and West Virginia Code sections 8-12-14, 7-1-3v, 7-1-3n, 7-1-3kk, and 8A.

The intent of this Ordinance is to:

- (a) Promote the general health, welfare, and safety of the Community.
- (b) Encourage the utilization of appropriate minimum construction practices to prevent or minimize flooding damage.
- (c) Minimize danger to public health and safety by protecting the water supply and sanitary sewage disposal in cooperation with the City Sanitarian, and to protect natural drainage.

- (d) Assure the County Assessor obtains information concerning improvement of real property as required by WV Code §11-3-3a.
- (e) Assure all E-911 addresses are obtained and kept current to maintain the established emergency response dispatch systems.
- (f) Reduce financial burdens imposed on the residents, real property owners and its governmental units by preventing the unwise design and construction of development in areas subject to flooding.

Sec. 91-52 Basic Format.

The basic format of the permit shall include the following:

- (a) Name and address of applicant.
- (b) Name and address of owner of land on which proposed development is to occur.
- (c) Applicant shall provide names, addresses, and valid West Virginia license numbers of all contractors working at the building site, or affidavits stating that work is being performed by individuals exempt from contractor licensing as set forth in Title 28, Series 2, section 3.9(b) of the West Virginia Code of State Regulations or the most recent revision thereof, if known at the time the Permit Application is submitted. If not known, applicant shall provide the information within 14 days of execution of a contract with its contractor(s) prior to beginning construction.
- (d) A description of site location sufficient to locate the proposed development including district, tax map and parcel numbers and most recent deed book and page number.
- (e) A standard site plan showing size and location of the proposed development as well as any existing buildings or structures. The site plan shall also show all adjacent roads and watercourses with direction of flow, the lowest adjacent grade to the proposed foundation and/or toe of fill, the Base Flood Elevation, and the location of the Floodway boundary when applicable.
- (f) An acknowledgement that the applicant agrees to pay any and all fees associated with the permitting process as set forth in Division 7, Sections 91-73 and 91-79 of this Ordinance.
- (g) An acknowledgment that the applicant agrees to allow The Floodplain Administrator and authorized representatives of floodplain management programs access to the development to inspect for compliance.
- (h) The contract required by West Virginia Code of State Regulations, Title 28, Series 4, and all addendums to the contract(s) shall be presented to the Floodplain

82 Administrator for review within fourteen (14) business days of contract signing. The
83 Floodplain Administrator shall keep copies of all contracts or addendums and shall
84 file "redacted" copies of the contracts and addendums with the Clerk of the County
85 Court in the Applicant's Permit Application File. The Floodplain Administrator shall
86 consult with the applicant to redact proprietary and confidential information from the
87 contracts and addendums that are not otherwise public information. Failure to
88 present contract(s) or addendums for review shall void the permit. If a licensed
89 contractor is not involved, or the work is of an aggregate construction cost value of
90 less than ten thousand dollars including material and labor, a brief written
91 description of proposed work and the estimated value will suffice.
92
93

94 **DIVISION 10. – SEVERABILITY AND MUNICIPAL LIABILITY**

95 **~~Sec. 91-101 Liability.~~**

96 **Sec. 91-101 Severability.**

97
98 If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance
99 shall be declared invalid for any reason whatever, such decision shall not affect the
100 remaining portions of this Ordinance which shall remain in full force and effect and for this
101 purpose the provisions of this Ordinance are hereby declared to be severable.
102

103 **Sec. 91-102 Liability.**

104
105 The granting of a permit or approval of a subdivision, development plan in an
106 identified Special Flood hazard Area, shall not constitute a representation, guarantee, or
107 warranty of any kind by the City of Charleston or by any official or employee thereof of
108 the practicability or safety of the proposed use, and shall create no liability upon the City
109 of Charleston. This Ordinance does not create a private cause of action. All applicants
110 proposing construction in or near a Floodplain Area are urged to locate construction as
111 far away from, and as high above, all flooding sources as possible.
112
113

Bill No. 8009

Introduced in Council:

Adopted by Council:

August 7, 2023

Introduced by:
Mary Beth Hoover
Chad Robinson

Referred to:
Municipal Planning Commission
Planning, Streets and Traffic

Bill No. 8009 - A BILL to amend the Zoning Ordinance of the City of Charleston, as amended, by updating section 3-070 relating to temporary construction fencing.

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

That Section 03-070 of the Zoning Ordinance for the City of Charleston, as amended, is hereby amended to read as follows:

Sec. 3-070 Temporary Uses

A. Intent

Temporary Uses shall be permitted by the granting of a Temporary Zoning Permit issued by the Planning Director in accordance with the requirements of this section.

B. General Provisions

1. The duration of the temporary period is stated hereinafter, provided, however, renewal of the permit may be requested. The Planning Director is not obligated to renew such permits if doing so leads to a defacto permanent use.

2. Temporary Uses shall be subject to all the regulations of the applicable district in which they are located.

C. Permitted Temporary Uses

1. Temporary office, model home or model apartment, and related signs, both incidental and necessary for the sale, rental, or lease of real property in the district. Maximum duration: 18 months.

2. In any zoning district, temporary construction fencing may be authorized to enclose an active construction site if necessary to protect materials and equipment, to prevent unauthorized entry to the site, or to mitigate a threat to public safety. The fence shall be removed when construction activity

has been completed or discontinued or the hazard has been resolved.
Maximum duration: 90 days or as otherwise required by the Planning
Director.

23. Non-commercial concrete batching plant, both incidental and necessary to construction in the district. Maximum duration: 18 months.
34. Temporary building or yard for construction materials and equipment, both incidental and necessary to construction in the district. Maximum duration: 18 months.
45. Parking lot designated for a special event in a district. Maximum duration: 3 days.
56. Parking of recreational vehicles in the front yard for visitation. Maximum duration: 7 consecutive days, with a maximum total of 14 days per year. A permit shall not be required for this temporary use.
67. Mobile home as a temporary office during the period of construction and development. Maximum duration: 18 months.
78. Moving and storage containers parked in the front yard. Maximum duration: 30 days. A permit shall not be required for this temporary use.
89. Other similar uses deemed temporary by the Board of Zoning Appeals and attached with such time period, conditions and safeguards as the Board may deem necessary.

D. Standards

1. Adequate access and off-street parking facilities shall be provided which shall not interfere with traffic movement on adjacent streets.
2. No public address systems or other noise producing devices shall be permitted in a residential district.
3. Any flood lights or other lighting shall be directed upon the premises and shall not be detrimental to adjacent properties.
4. Signs shall not flash or blink or resemble traffic and emergency warning signals, and shall be limited in size to twenty (20) square feet each in number to three signs.
5. The lot shall be put in clean condition devoid of temporary use remnants upon termination of the temporary period.

Bill No. 8010

Introduced in Council:

August 7, 2023

Introduced by:

Chuck Overstreet

Adopted by Council:

Referred to:

Finance

Bill No. 8010 - BILL to amend and reenact Sec. 111-14 of the Municipal Code of the City of Charleston, as amended, relating to modifying the distribution of the City Sales and Use Tax Fund; providing for certain distributions to the Employee Health Insurance Reserves fund; removing reference to the conservation method of financing the pensions; detailing the uses of the Employee Health Insurance Reserves; and providing for the future transfer of certain funds to the Other Post Employment Benefits trust, upon its establishment by the City.

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

That Sec. 111-14 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

Sec. 111-14. Deposit of taxes collected in special revenue funds.

(a) The special revenue fund in the city treasury previously established, designated and known as the City Sales and Use Tax Fund is hereby continued. The second special revenue fund in the city treasury previously established, designated and known as the Uniform Pensions Reserve Fund is hereby continued. The third special revenue fund in the city treasury previously established, designated and known as the Employee Health Insurance Reserves is hereby continued. The City Sales and Use Tax Fund shall continue to receive all revenues received from collection of the city's sales and use taxes, including any interest, additions to tax and penalties deposited with the city treasurer.

(b) Revenues in the City Sales and Use Tax Fund shall be used each quarter: (i) first, to satisfy the debt service requirements and any prior debt service requirements deficit on, and to replenish any required reserves in accordance with the bond documents for, any bonds issued by, or other obligations incurred by, the city, from time to time, including any refunding bonds, to finance improvements to the Charleston Coliseum and Convention Center and for any other economic development or public safety projects, including the funding of any reserve funds relating to any such bonds or other obligations, and/or to make lease payments which secure bonds issued to finance improvements to such Charleston Coliseum and Convention Center or other economic development projects; (ii) second, after providing for payment of first priority items, (a)

36 during the period of October 1 through October 31, 2015, or at such other time as the
37 city treasurer receives the quarterly remittance from the state tax department
38 representing collections for the period of June, July, and August, 2015, 40 percent of
39 the revenues received from the taxes imposed by this chapter, or any lessor amount
40 remaining after providing for payment of first priority items, shall be deposited in the
41 Uniform Pensions Reserve Fund, ~~and (b) beginning during the period of November 1,~~
42 ~~2015 through September 30, 2023,~~ one-half of the revenues received from the taxes
43 imposed by this chapter, or any lessor amount remaining after providing for payment of
44 first priority items, shall be deposited in the Uniform Pensions Reserve Fund, and (c)
45 beginning October 1, 2023, 33 percent of the revenues received from the taxes imposed
46 by this chapter, or any lessor amount remaining after providing for payment of first
47 priority items, shall be deposited in the Uniform Pensions Reserve Fund; and (iii) third,
48 after providing for payment of first and second priority items, in the event there were
49 insufficient funds available in any prior quarter to transfer 40 percent, ~~or one-half, or 33~~
50 ~~percent,~~ as applicable, of the revenues received from the taxes imposed by this chapter
51 to the Uniform Pensions Reserve Fund, such amounts shall be deposited in the Uniform
52 Pensions Reserve Fund from revenues available in the City Sales and Use Tax Fund;
53 and (iv) fourth, after providing for payment of first, second and third priority items, any
54 unencumbered revenue in the City Sales and Use Tax Fund may periodically be
55 transferred as necessary or convenient to the ~~Uniform Pension Reserve Fund~~
56 Employee Health Insurance Reserves. Additionally, there shall be deposited in each
57 fund: (1) all appropriations to the particular fund; (2) all interest earned from investment
58 of the particular fund; and (3) any gifts, grants or contributions received and placed by
59 the city into the City Sales and Use Tax Fund, ~~or the Uniform Pensions Reserve Fund,~~
60 ~~or Employee Health Insurance Reserves~~. Revenues in the City Sales and Use Tax
61 Fund, ~~and the Uniform Pensions Reserve Fund, and the Employee Health Insurance~~
62 Reserves shall not be treated by any person as general revenue of the city.

63
64 (c) Revenues in the Uniform Pensions Reserve Fund shall be used: (i) first, to
65 ~~satisfy the balance of the benefit obligations imposed and assumed by the city on a pay-~~
66 ~~as-you-go basis for those members who have retired after election of the conservation~~
67 ~~pay any required annual contribution established for the closed pension trusts using the~~
68 ~~optional method set forth in W.Va. Code § 8-22-20(f) § 8-22-20(e) after first applying the~~
69 ~~member contributions and premium tax proceeds not required to be retained in the~~
70 ~~closed trusts pursuant to W. Va. Code § 8-22-20(f)(2), and any other dedicated or~~
71 ~~designated income sources as authorized by law, to any such obligations;~~ (ii) second,
72 after providing for payment of first priority items, to satisfy the city's obligations to the
73 Municipal Police Officers and Firefighters Retirement System for the new members
74 ~~hired after adoption of the conservation method~~ the closure of the pension trusts to new
75 members as provided by W.Va. Code §§ 8-22-20(f)(3) and 8-22a-1, et. seq.; and (iii)
76 third, at such time as the actuarial report required by W.Va. Code ~~§ 8-22-20(f) § 8-22-~~
77 ~~20(e)~~ indicates no actuarial deficiency in the closed municipal policemen's or firemen's
78 pension and relief funds, and after providing for payment of first and second priority
79 items and normal costs as contemplated by W.Va. Code ~~§ 8-22-20(f)(4) § 8-22-20(e)(2),~~
80 any remaining and unencumbered revenues may be transferred as necessary or
81 convenient to the city's ~~general revenue account~~ Employee Health Insurance Reserves;

82 Provided: nothing herein shall preclude transfers from the Uniform Pensions Reserve
83 Fund into the city's general revenue account or any other fund or account from time to
84 time in such amounts as may be necessary or convenient to facilitate the payment of
85 obligations or to accomplish the purposes herein, so long as consistent with the
86 priorities set forth in this subsection.

87
88 (d) Revenue in the Employee Health Insurance Reserves shall be held to satisfy
89 future retiree healthcare, dental, and optical insurance expenses until such the time that
90 the City establishes an irrevocable Other Post Employment Benefits trust for the
91 purpose of funding such benefits for eligible retirees. At such time that the City
92 establishes an Other Post Employment Benefits trust, revenue derived from the
93 distribution in subsection (b) of this section to the Employee Health Insurance Reserves
94 shall be transferred to the trust to be used in accordance with the trust policy.
95