



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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

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

AGENDA
FINANCE COMMITTEE MEETING
Tuesday, September 5, 2023
6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

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

I. DISCUSSION:

- a. Approval of Previous Minutes 8-21-2023

II. RESOLUTIONS:

- a. Resolution No. 872-23 - Authorizing the Mayor or City Manager to purchase 2 monitor/defibrillators, and 1 chest compression system for the Charleston Fire Department from Stryker Medical.
- b. Resolution No. 873-23 - Authorizing the Mayor or City Manager to purchase two Power Pro2 ambulance cots and accessories for the Charleston Fire Department from Stryker Medical in the amount of \$63,272.08 as a sole-source purchase. This is part of equipment updates in rotation schedule.
- c. Resolution No. 874-23 - Authorizing the Mayor or City Manager to purchase 27 mobile radios for the Charleston Police Department from Discount Communications and Electronics.
- d. Resolution No. 875-23 - Authorizing the Mayor or City Manager to enter into an agreement with THP Limited to inspect and develop repair recommendations for the City of Charleston's six parking garages.
- e. Resolution No. 876-23 - Authorizing the City Manager to enter into a lease agreement with Shean Properties West End Charleston, LLC for office space to be used by the Charleston CARE Office.
- f. Resolution No. 877-23 - Authorizing the Mayor or City Manager to purchase emergency lighting equipment for the Charleston Police Department from SoundOff Signal.

III. BILLS:

- a. Bill No. 8004 - A Bill closing, abandoning and discontinuing as a public right of way a portion of Hayes Avenue.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., AUGUST 21, 2023
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 a.m., August 21, 2023.

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

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

Absent:

Other Councilmembers present:

Pam Burka
Frank Annie
Joe Solomon
Jennifer Pharr
John Gianola
Emmett Pepper
Chelsea Steelhammer

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the August 7, 2023 meeting and that they be

approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 864-23 – A Resolution authorizing and directing the City Manager to take all steps necessary to convert to the optional method of financing for both closed Policemen's and Firemen's Pension and Relief Funds as authorized in Chapter 8, Article 22, Section 20, subsection (g) of the West Virginia Code and electing to maintain the target to amortize any actuarial deficiency by the fiscal year ending June 30, 2046, and authorizing and directing the City Treasurer to transfer the amount of \$36,736,846.00 from the Uniform Pension Reserve Fund established in Section 111-14 of the Municipal Code of the City of Charleston, to be divided equally and deposited in each the Policemen's and Firemen's Pension and Relief Funds;

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

That the City of Charleston, West Virginia, shall convert to the optional method of financing for both closed Policemen's and Firemen's Pension and Relief Fund as authorized in Chapter 8, Article 22, Section 20, subsection (g) of the West Virginia Code and authorizes and directs the City Manager to take all steps necessary to finalize said conversion. Furthermore, the City elects to maintain the target to amortize any actuarial deficiency by the fiscal year ending June 30, 2046, and authorizes and directs the City Treasurer to transfer the amount of \$36,736,846.00 from the Uniform Pension Reserve Fund established in Section 111-14 of the Municipal Code of the City of Charleston, to be divided equally and deposited in each the Policemen's and Firemen's Pension and Relief Funds.

Finance Director, Andy Wood, added that the legacy police and fire pensions were closed in 2011, and the City elected to use the conservation method of funding going forward, administered by the Consolidated Public Retirement Board. According to the City's annual evaluation reports, the conservation method does not meet the requirements of a reasonable funding method under standard actuarial principles, and the plans may experience significant increases in the required contributions over time. The funds are currently on target to be fully funded in 2046.

Wood added that during the most recent Legislative Session, a bill was passed that provides an opportunity for the City to analyze and switch the funding method. The proposed optional method is a more traditional schedule that breaks down the liability over a set period of time to maintain the target date of 2046. Contributions from the employer will be sent to the pension trust and the benefits will be paid from the trust fund. There would be no changes to any benefits to any current or future retirees. With the proposed change, there would be an initial higher contribution with significant savings in the later years, starting around 2035. Depositing the balance of the Uniformed Pension Reserve Fund into the Pension Trust will buy down the initial schedule with a lump sum deposit.

Wood added that the bill proposes what to do with the sales tax moving forward. Since the City would not need as much going forward with the proposed resolution, the allocations will be changed to put 33% of sales tax into the Uniformed Pension Reserve Fund. Any remaining balance would go into the City's Employee Health Insurance Reserve Fund. Bond debt payments would still be the priority. Wood added that this will allow the City's contribution from the sales tax to become a fixed amount, and the contribution from the General Fund to trend downward.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 864-23 approved.

- b. Resolution No. 865-23 – Authorizing the City Manager to enter into a lease for approximately 958 square feet of space in 601 Morris Street, Suite 205, with Charleston WV Caregiving LLC dba Cornerstone Caregiving., for office space for a term of one (1) year and monthly rent of \$1,600.

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

The City Manager is authorized to enter into a lease for approximately 958 square feet of space in 601 Morris Street, Suite 205, with Charleston WV Caregiving LLC dba Cornerstone Caregiving., for office space for a term of one (1) year and monthly rent of \$1,600.

City Manager, Ben Mishoe, added that the lease is for office space owned by the City at 601 Morris Street. Cornerstone Caregiving provides senior care. The resolution is for a one-year lease with an option for renewal. Mishoe added that there is a slight increase from the previous tenant's rent.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 865-23 approved.

- c. Resolution No. 866-23 – Authorizing the Mayor or City Manager to enter into a contract with SoftResources LLC in the amount not to exceed \$128,000, inclusive of the allowance for any necessary travel, to perform implementation project management support services for the City’s Enterprise Resource Planning System replacement project. The scope of services will help to ensure the project stays on schedule, on budget, and within scope.

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

That the Mayor or City Manager is authorized to enter into a contract with SoftResources LLC in the amount not to exceed \$128,000, inclusive of the allowance for any necessary travel, to perform implementation project management support services for the City’s Enterprise Resource Planning System replacement project. The scope of services will help to ensure the project stays on schedule, on budget, and within scope as more fully described in Exhibit A.

City Manager, Ben Mishoe, added that the vendor is the consultant that was hired for the solicitation of the new ERP software upgrade. The change order is for the company to oversee the implementation.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 866-23 approved.

- d. Resolution No. 867-23 – Authorizing the Mayor or City Manager to enter into a Land Use Agreement with The West Virginia Department of Health and Human Resources’ Office of the Chief Medical Examiner for a plot of land within Spring Hill Cemetery approximately 27 feet by 50 feet, as detailed in the attached exhibit, for the purposes set forth in West Virginia Code § 61-12-15.

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

The Mayor or City Manager is authorized to enter into a Land Use Agreement with The West Virginia Department of Health and Human Resources’ Office of the Chief Medical Examiner for a plot of land within Spring Hill Cemetery approximately 27 feet by 50 feet for the purposes set forth in West Virginia Code § 61-12-15 et seq.

City Manager, Ben Mishoe, added that State legislature determined that it was necessary that the City work with the State to find resting places for unclaimed human remains. A space was found within Spring Hill Cemetery, where four columbariums will be constructed.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 867-23 approved.

- e. Resolution No. 868-23 – Authorizing the Mayor or City Manager to purchase two new 2023 Ford F-150 trucks for the Street Department from National Auto Fleet Group, for the amount of \$42,237.47 each, totaling \$84,474.94, pursuant to a competitively sourced multi-state contract. This will replace Street Department units 750/34 and 750/6 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 two new 2023 Ford F-150 trucks for the Street Department from National Auto Fleet Group, for the amount of \$42,237.47 each, totaling \$84,474.94, pursuant to a competitively sourced multi-state contract.

City Manager, Ben Mishoe, added that the vehicles will be for the Street Department, and purchased through a competitively sourced multi-state contract.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 868-23 approved.

- f. Resolution No. 869-23 – Authorizing the Mayor or City Manager to purchase one new Case 836C grader for the Street Department from a Sourcewell Contract through State Equipment Inc. in the amount of \$260,877.91. This will replace Street Department unit 750/88 as authorized in the fiscal year 2023-2024 budget.

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

That the Mayor or City Manager is authorized to purchase one new Case 836C grader for the Street Department from a Sourcewell Contract through State Equipment Inc. in the amount of \$260,877.91.

City Manager, Ben Mishoe, added that the vehicles will be for the Street Department, and purchased through a competitively sourced multi-state contract. The price is significantly less than what was budgeted.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 869-23 approved.

- g. Resolution No. 870-23 – Authorizing the Mayor or City Manager to purchase one new Kubota Excavator for the Street Department from a Sourcewell Contract through State Equipment Inc. in the amount of \$77,216.92. This will replace Street Department unit 750/84 on its regular replacement schedule as authorized in the fiscal year 2023-2024 budget.

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

That the Mayor or City Manager is authorized to purchase one new Kubota U55-5RSAP Excavator for the Street Department from a Sourcewell Contract through State Equipment Inc. in the amount of \$77,216.92.

City Manager, Ben Mishoe, added that the vehicles will be for the Street Department.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 870-23 approved.

- h. Resolution No. 871-23 – Authorizing the Mayor or City Manager to purchase two new BC1000 Tier 4 Wood Chippers for the Street Department from a Sourcewell Contract through Vermeer, for the amount of \$50,793.57 each, totaling \$101,587.14. This will replace Street Department units 750/CH2 and 750/CH4 as part of their regular replacement schedule and authorized in the fiscal year 2023-2024 budget.

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

That the Mayor or City Manager is authorized to purchase two new BC1000 Tier 4 Wood Chippers for the Street Department from a Sourcewell Contract through Vermeer, for the amount of \$50,793.57 each, totaling \$101,587.14, pursuant to a competitively sourced contract.

City Manager, Ben Mishoe, added that the vehicles will be for the Street Department.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 871-23 approved.

- i. 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) during the period of October 1 through October 31, 2015, or at such other time as the city treasurer receives the quarterly remittance from the state tax department representing collections for the period of June, July, and August, 2015, 40 percent of the revenues received from the taxes imposed by this chapter, or any lesser amount remaining after providing for payment of first priority items, shall be deposited in the Uniform Pensions Reserve Fund, and (b) beginning during the period of November 1, 2015 through September 30, 2023, one-half of the revenues received from the taxes imposed by this chapter, or any lesser amount remaining after providing for payment of first priority items, shall be deposited in the Uniform Pensions Reserve Fund, and (c)

beginning October 1, 2023, 33 percent of the revenues received from the taxes imposed by this chapter, or any lesser amount remaining after providing for payment of first priority items, shall be deposited in the Uniform Pensions Reserve Fund; and (iii) third, after providing for payment of first and second priority items, in the event there were insufficient funds available in any prior quarter to transfer 40 percent, or one-half, or 33 percent, as applicable, of the revenues received from the taxes imposed by this chapter to the Uniform Pensions Reserve Fund, such amounts shall be deposited in the Uniform Pensions Reserve Fund from revenues available in the City Sales and Use Tax Fund; and (iv) fourth, after providing for payment of first, second and third priority items, any unencumbered revenue in the City Sales and Use Tax Fund may periodically be transferred as necessary or convenient to the Uniform Pension Reserve Fund Employee Health Insurance Reserves. Additionally, there shall be deposited in each fund: (1) all appropriations to the particular fund; (2) all interest earned from investment of the particular fund; and (3) any gifts, grants or contributions received and placed by the city into the City Sales and Use Tax Fund, or the Uniform Pensions Reserve Fund, or Employee Health Insurance Reserves. Revenues in the City Sales and Use Tax Fund, and the Uniform Pensions Reserve Fund, and the Employee Health Insurance Reserves shall not be treated by any person as general revenue of the city.

(c) Revenues in the Uniform Pensions Reserve Fund shall be used: (i) first, to satisfy the balance of the benefit obligations imposed and assumed by the city on a pay-as-you-go basis for those members who have retired after election of the conservation pay any required annual contribution established for the closed pension trusts using the optional method set forth in W.Va. Code § 8-22-20(f) § 8-22-20(e) after first applying the member contributions and premium tax proceeds not required to be retained in the closed trusts pursuant to W. Va. Code § 8-22-20(f)(2), and any other dedicated or designated income sources as authorized by law, to any such obligations; (ii) second, after providing for payment of first priority items, to satisfy the city's obligations to the Municipal Police Officers and Firefighters Retirement System for the new members hired after adoption of the conservation method the closure of the pension trusts to new members as provided by W.Va. Code §§ 8-22-20(f)(3) and 8-22a-1, et. seq.; and (iii) third, at such time as the actuarial report required by W.Va. Code § 8-22-20(f) § 8-22-20(e) indicates no actuarial deficiency in the closed municipal policemen's or firemen's pension and relief funds, and after providing for payment of first and second priority items and normal costs as contemplated by W.Va. Code § 8-22-20(f)(4) § 8-22-20(e)(2), any remaining and unencumbered revenues may be transferred as necessary or convenient to the city's general revenue account Employee Health Insurance Reserves; Provided: nothing herein shall preclude transfers from the Uniform Pensions Reserve Fund into the city's general revenue account or any other fund or account from time to time in such amounts as may be necessary or convenient to facilitate the payment of obligations or to accomplish the purposes herein, so long as consistent with the priorities set forth in this subsection.

(d) Revenue in the Employee Health Insurance Reserves shall be held to satisfy

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

See Wood's comments for Resolution No. 864-23.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Bill No. 8010 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 872-23

Introduced in Council:

Adopted by Council:

September 5, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 872-23 - Authorizing the Mayor or City Manager to purchase two LP15 monitor/defibrillators, and one Lucas 3.0 chest compression system, with accessories for the Charleston Fire Department from Stryker Medical in the amount of \$78,692.55 pursuant to a West Virginia statewide NAPS0 contract. This is part of equipment updates in 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 two LP15 monitor/defibrillators, and one Lucas 3.0 chest compression system, with accessories for the Charleston Fire Department from Stryker Medical in the amount of \$78,692.55 pursuant to a West Virginia statewide NAPS0 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: 8/4/2023

To: CITY MANAGER,

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

2 - LP15s, 1 Lucas 3.0 & accessories
less trade ins

Purchase justification: _____

Replace old equipment with updated equipment in rotation schedule.

Purchasing through NAPS0 contract.

If approved, the total purchase price will be: \$78,692.55

(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)

	Item	Price
1.	Stryker Medical	Price Quote: \$ 78,692.55
2.		Price Quote: \$
3.		Price Quote: \$
4.		Price Quote: \$
5.		Price Quote: \$

The apparent low-bid vendor *meeting specifications* is: Stryker Medical

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: L.F. Lisa Fisher for CFD Department: City Manager's Office

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

Funds Approval:  Date: 8/21/2023
Authorized Financial Officer

Council approval required

Account Number: 001-976-00-706-4-459 (budgeted)

City Manager Approval: _____ Date: _____



CharlestonFD-Fiscal2023-July23

Quote Number: 10746264

Version: 1

Prepared For: CHARLESTON FIRE DEPT EMS DIVISION
Attn:

Rep: Austin Long
Email: austin.long@stryker.com
Phone Number: (858) 774-0394

Service Rep: Sam Lee
Email: samuel.lee@stryker.com

Quote Date: 07/31/2023

Expiration Date: 08/24/2023

Contract Start: 07/25/2023

Contract End: 07/24/2024

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C; 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	2	\$35,656.60	\$71,313.20
2.0	41577-000288	Ship Kit -QUICK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	PCE	2	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	6	\$478.86	\$2,873.16
4.0	11171-000049	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	PCE	2	\$653.45	\$1,306.90
5.0	11171-000050	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	PCE	2	\$719.82	\$1,439.64
6.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	2	\$21.44	\$42.88
7.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	2	\$24.50	\$49.00
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	2	\$33.69	\$67.38
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	2	\$49.01	\$98.02
10.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	2	\$326.73	\$653.46
11.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	2	\$58.20	\$116.40
12.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	2	\$83.72	\$167.44
13.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	1	\$16,267.77	\$16,267.77
14.0	11576-000071	LUCAS External Power Supply	PCE	1	\$375.74	\$375.74
15.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	1	\$1,194.59	\$1,194.59
16.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	1	\$726.97	\$726.97



CharlestonFD-Fiscal2023-July23

Quote Number: 10746264

Version: 1

Prepared For: CHARLESTON FIRE DEPT EMS DIVISION
Attn:

Rep: Austin Long
Email: austin.long@stryker.com
Phone Number: (858) 774-0394

Service Rep: Sam Lee
Email: samuel.lee@stryker.com

Quote Date: 07/31/2023

Expiration Date: 08/24/2023

Contract Start: 07/25/2023

Contract End: 07/24/2024

Equipment Total: \$96,692.55

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	2	-\$6,500.00	-\$13,000.00
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	1	-\$5,000.00	-\$5,000.00

Price Totals:

Estimated Sales Tax (0.000%): \$0.00
Freight/Shipping: \$0.00
Grand Total: \$78,692.55

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Portfolios - Automatic External Defibrillator (AED) & Accessories (2017 - 2022) - Stryker Medical (formerly Physio-Control, Inc.)

Automatic External Defibrillator (AED) & Accessories (2017 - 2022)

Stryker Medical (formerly Physio-Control, Inc.)



Scope

Pricing

News

Download Modal PA

Stryker Pricing Exp 10.4.23 / Ex

Participating Addenda

State Participating Addenda	
Alaska	
Arkansas	
Connecticut	
Hawaii	
Iowa	
Maryland	
Minnesota	
Missouri	
Montana	
New Mexico	
North Carolina	
North Dakota	
Oklahoma	
Rhode Island	
South Carolina	
South Dakota	
Texas	
Utah	
Virginia	
Washington	
West Virginia	
Wisconsin	

How Local Public Entities and Other Eligible Entities Participate



Contractor Contact

Chris Kuopfer
chris.kuopfer@stryker.com
(402) 718-5129
www.strykeremergencycare.com

Awarded	Expiration	Renewal Limit
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10/05/2017 02/04/2023 02/04/2023

Documents/Details

Master Agreement Documents +

Pricing Documents -

Stryker Pricing Exp. 10.4.23
Stryker Pricing Exp 10.4.23

Product Documents +

Customer Cat	Product ID	Description	List Price - Effective 2/1/2023	NASPO Pricing Effective 4/3/2023	Discount
NASPO17	11101-000003	AED Trainer new style training electrodes (5 pr)	\$62.00	\$44.92	27.54%
NASPO17	11101-000004	AED training electrode set - (5pr), cable & pouch	\$105.00	\$76.58	27.07%
NASPO17	11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	\$34.00	\$25.57	24.80%
NASPO17	11101-000007	Defibrillation/ECG training electrodes	\$40.00	\$31.65	20.87%
NASPO17	11101-000016	Electrode replacement infant/child reduced energy	\$151.00	\$118.44	21.56%
NASPO17	11101-000017	Electrode Infant/Child reduced energy starter kit	\$244.00	\$192.97	20.91%
NASPO17	11101-000021	Replacement Electrode Kit	\$177.00	\$148.05	16.36%
NASPO17	11110-000029	3-Lead ECG cable for LIFEPAK 12 or LIFEPAK 20	\$184.00	\$144.98	21.20%
NASPO17	11110-000040	QUICK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	\$500.00	\$396.16	20.77%
NASPO17	11110-000042	DEC-4 Cable Extension: 4'	\$90.00	\$67.39	25.13%
NASPO17	11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	\$337.00	\$258.32	23.35%
NASPO17	11110-000176	DEC-8 Cable Extension: 8'	\$96.00	\$73.51	23.42%
NASPO17	11111-000016	3-Wire ECG Cable	\$337.00	\$258.32	23.35%
NASPO17	11111-000018	5ft Trunk cable with AHA limb leads	\$494.00	\$379.82	23.11%
NASPO17	11111-000020	8ft Trunk cable with AHA limb leads	\$499.00	\$383.90	23.07%
NASPO17	11111-000022	12 Lead ECG, Precordial Leads (AHA)	\$199.00	\$153.15	23.04%
NASPO17	11113-000002	QUICK-COMBO Test Plug for testing QC Cable	\$36.00	\$25.53	29.10%
NASPO17	11113-000004	QUICK-COMBO therapy cable for use w/LIFEPAK 15	\$500.00	\$396.16	20.77%
NASPO17	11130-000037	LIFEPAK 20E Standard Adult Detachable Hard Paddles	\$2,069.00	\$990.39	52.13%
NASPO17	11130-000061	Standard hard paddles for use w/LIFEPAK 15	\$1,253.00	\$878.08	29.92%
NASPO17	11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20	\$2,854.00	\$653.45	77.10%
NASPO17	11131-000010	Internal paddles - 1" size (6.25" shaft length)	\$516.00	\$177.66	65.57%
NASPO17	11131-000011	Internal paddles - 1.5" size (6" shaft length)	\$516.00	\$177.66	65.57%
NASPO17	11131-000012	Internal paddles - 2" size (5.75" shaft length)	\$516.00	\$177.66	65.57%
NASPO17	11131-000013	Internal paddles - 2.5" size (5.75" shaft length)	\$516.00	\$177.66	65.57%
NASPO17	11131-000014	Internal paddles - 3.5" size (5" shaft length)	\$516.00	\$177.66	65.57%
NASPO17	11131-000019	Internal paddles - 2.5" size (8.5" shaft length)	\$516.00	\$177.66	65.57%
NASPO17	11131-000021	Internal paddles - 1.5" size (9" shaft length)	\$516.00	\$177.66	65.57%
NASPO17	11131-000022	Internal paddles - 2" size (8.75" shaft length)	\$515.00	\$177.66	65.50%
NASPO17	11131-000023	Internal paddles - 3.5" size (8" shaft length)	\$516.00	\$177.66	65.57%
NASPO17	11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	\$516.00	\$177.66	65.57%
NASPO17	11133-000007	Pediatric paddle, external 1 ea (2 required) multi-language	\$126.00	\$97.00	23.02%
NASPO17	11140-000015	AC Power Cord	\$105.00	\$82.70	21.24%
NASPO17	11140-000052	LIFEPAK 15 REDI-CHARGE Adapter Tray	\$274.00	\$210.33	23.24%
NASPO17	11140-000074	DC Power Adapter	\$2,640.00	\$2,093.09	20.72%
NASPO17	11140-000078	Temperature Adapter Cable- 5ft	\$482.00	\$377.78	21.62%
NASPO17	11140-000079	Temperature Adapter Cable- 10ft	\$482.00	\$377.78	21.62%
NASPO17	11140-000080	Extension Cable (5ft 3 in)	\$403.00	\$309.37	23.23%
NASPO17	11140-000081	Right angle cable (10in) included with ACPA & DCPA	\$403.00	\$309.37	23.23%
NASPO17	11140-000098	AC Power Adapter	\$2,166.00	\$1,720.42	20.57%
NASPO17	11140-000099	Rechargeable Battery Charger kit, LP1000	\$610.00	\$465.10	23.75%
NASPO17	11140-000100	AC/DC POWER CONVERTER, LP1000 BATTERY CHARGER	\$113.00	\$86.49	23.46%
NASPO17	11140-000101	Power Cord Grounded	\$76.00	\$57.66	24.13%
NASPO17	11141-000100	LMnO2 Non-Rechargeable Battery	\$476.00	\$376.76	20.85%
NASPO17	11141-000112	LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	\$393.00	\$302.22	23.10%
NASPO17	11141-000115	REDI-CHARGE Base	\$2,022.00	\$1,551.95	23.25%
NASPO17	11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	\$447.00	\$344.08	23.02%
NASPO17	11141-000161	Rechargeable Battery Replacement for LP1000	\$551.00	\$435.98	20.88%
NASPO17	11141-000162	CodeManagement Module Lithium Ion Battery	\$307.00	\$247.68	19.32%
NASPO17	11141-000165	Replacement Battery Kit	\$307.00	\$255.26	16.86%
NASPO17	11141-000166	BATTERY, D-CELL, TRAINER, LPCR2, Pack of 4	\$26.00	\$21.44	17.53%
NASPO17	11150-000018	LIFEPAK 20e Defibrillator CodeManagement Module - Wireless	\$1,779.00	\$1,478.89	16.87%
NASPO17	11150-000019	LIFEPAK 20e Defibrillator CodeManagement Module - Wireless & with Capnography	\$5,516.00	\$4,589.65	16.79%
NASPO17	11160-000011	NIBP Cuff Reusable Infant	\$29.00	\$21.44	26.06%
NASPO17	11160-000012	NIBP Cuff Disposable Infant	\$14.13	\$9.19	34.95%
NASPO17	11160-000013	NIBP Cuff Reusable Child	\$33.00	\$24.50	25.74%
NASPO17	11160-000014	NIBP Cuff Disposable Child	\$15.30	\$10.21	33.28%
NASPO17	11160-000015	NIBP Cuff Reusable Adult	\$40.00	\$30.63	23.42%
NASPO17	11160-000016	NIBP Cuff Disposable Adult	\$16.48	\$11.23	31.85%
NASPO17	11160-000017	NIBP Cuff Reusable, Lt Adult	\$46.00	\$33.69	26.75%
NASPO17	11160-000018	NIBP Cuff Disposable Large Adult	\$16.48	\$11.23	31.85%
NASPO17	11160-000019	NIBP Cuff Reusable Adult X-Large	\$65.00	\$49.01	24.60%
NASPO17	11160-000020	NIBP Cuff Disposable X-tra Large Adult	\$21.19	\$15.32	27.72%
NASPO17	11171-000010	Masimo SET LNOP SpO2 Sensor - Pediatric Reusable	\$493.00	\$375.74	23.79%
NASPO17	11171-000012	Masimo SET LNOP SpO2 Sensor - Pediatric Disposable (1 box of 20 sensors)	\$499.00	\$392.23	21.40%
NASPO17	11171-000016	Masimo SET LNCS Patient Cable - 10 foot	\$293.00	\$299.16	23.88%
NASPO17	11171-000017	Masimo SET LNCS Adult Reusable Sensor	\$436.00	\$331.83	23.89%
NASPO17	11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	\$404.00	\$307.33	23.93%
NASPO17	11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	\$435.00	\$330.81	23.95%
NASPO17	11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	\$493.00	\$375.74	23.79%
NASPO17	11171-000024	Masimo SET LNCS Patient Cable - 4 foot	\$277.00	\$211.35	23.70%
NASPO17	11171-000025	Masimo SET LNCS Patient Cable - 14 foot	\$588.00	\$447.21	23.94%
NASPO17	11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	\$340.00	\$259.34	23.72%
NASPO17	11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	\$610.00	\$463.54	24.01%
NASPO17	11171-000029	Masimo SET LNCS Neonatal Pt L Disposable Sensor (box of 20)	\$667.00	\$507.45	23.92%
NASPO17	11171-000031	Masimo SET LNCS Infant Disposable Sensor (box of 20)	\$610.00	\$463.54	24.01%
NASPO17	11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	\$1,362.00	\$1,036.34	23.91%
NASPO17	11171-000033	Rainbow DCP-DC9, PEDI Reuse Sensor, 8 ft	\$1,362.00	\$1,036.34	23.91%
NASPO17	11171-000034	Masimo SET LNOP SpO2 Sensor-Neonatal (<10 KG) Disposable (1 box of 20 sensors)	\$791.00	\$602.40	23.84%
NASPO17	11171-000037	RC-04, Patient Cable, 4 ft., 1/box	\$302.00	\$254.23	15.82%
NASPO17	11171-000038	RC-12, Patient Cable, 12 ft., 1/box	\$315.00	\$263.30	16.41%
NASPO17	11171-000039	M-LNCS Adx, Adult Adhesive Sensor, 18-inch, 20/box	\$451.00	\$343.06	23.93%
NASPO17	11171-000040	M-LNCS Pdx, Pediatric Adhesive Sensor, 18-inch, 20/box	\$478.00	\$364.50	23.74%
NASPO17	11171-000041	M-LNCS Inf, Infant Adhesive Sensor, 18-inch, 20/box	\$591.00	\$450.27	23.81%
NASPO17	11171-000042	M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	\$591.00	\$450.27	23.81%
NASPO17	11171-000046	M-LNCS DCL, Adult Reusable Sensor, 1/box	\$404.00	\$307.33	23.93%
NASPO17	11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	\$404.00	\$307.33	23.93%
NASPO17	11171-000049	Rainbow DCI Adh Reusable Sensor, 1/box	\$859.00	\$653.45	23.93%
NASPO17	11171-000050	Rainbow DCIP PED REUSABLE Sensor	\$945.00	\$719.82	23.83%
NASPO17	11171-000051	DBI-dc8, Adult Soft Reusable Direct Connect SpO2 Sensor, 8 ft., 1/box	\$979.00	\$730.03	25.43%
NASPO17	11171-000052	DIGITBOOT LNCS DB1, ADT REUSABLE SENSOR REF 2653	\$459.00	\$342.04	25.48%
NASPO17	11171-000053	DIGITBOOTRED DB1-DC8, ADTREUSABLESENSOR REF 2644	\$979.00	\$730.03	25.43%
NASPO17	11171-000054	Reusable Light Shield, 5 /box	\$90.00	\$66.37	26.26%
NASPO17	11171-000055	Disposable Light Shield 10/inch	\$85.00	\$63.30	25.53%
NASPO17	11171-000082	Masimo RC Patient Cable - EMS 4 ft	\$136.00	\$240.24	28.50%
NASPO17	11210-000001	Wall mount bracket for AED	\$188.00	\$124.56	33.74%
NASPO17	11210-000026	AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	\$648.00	\$490.09	24.37%
NASPO17	11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, square edges	\$618.00	\$466.61	24.50%
NASPO17	11210-000028	AED Floor Stand Cabinet with alarm- White	\$1,527.00	\$1,153.75	24.44%
NASPO17	11210-000029	AED Floor Stand Cabinet with alarm- Grey	\$1,591.00	\$1,199.70	24.59%
NASPO17	11210-000046	New Wall Bracket - White/Red	\$57.00	\$45.95	19.39%
NASPO17	11210-000047	New Wall Bracket - Green	\$57.00	\$45.95	19.39%
NASPO17	11220-000028	Top Pouch for the LP124 P14	\$74.00	\$58.20	21.39%
NASPO17	11220-000076	Wall Cabinet, standard, surface mount, SS	\$763.00	\$571.77	25.06%

NASPO17	11220-000077	Wall Cabinet, standard, semi-recessed SS	\$693.00	\$515.62	25.60%
NASPO17	11220-000078	Wall Cabinet, small, fully recessed, SS	\$648.00	\$490.09	24.37%
NASPO17	11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	\$451.00	\$340.00	24.61%
NASPO17	11220-000083	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	\$552.00	\$417.60	24.35%
NASPO17	11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	\$795.00	\$597.30	24.87%
NASPO17	11230-000019	LP20 Configuration Transfer Cable	\$162.00	\$127.63	21.22%
NASPO17	11240-000031	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	\$27.00	\$20.42	24.37%
NASPO17	11240-000032	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	\$28.00	\$21.44	24.42%
NASPO17	11250-000012	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair)	\$112.00	\$82.70	26.16%
NASPO17	11250-000042	Replacement infant/child AED training electrodes	\$59.00	\$43.90	25.59%
NASPO17	11250-000043	Cable/connector assembly/pouch for infant/child AED training electrodes	\$69.00	\$51.05	26.01%
NASPO17	11250-000045	Infant/child AED training electrodes training set	\$105.00	\$76.58	27.07%
NASPO17	11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	\$100.00	\$73.51	26.49%
NASPO17	11250-000139	ASSY, TRAY COVER WITH HANDLE, TRAINER, LPCR2	\$28.00	\$22.46	19.78%
NASPO17	11250-000140	PADS, REPLACEMENT, TRAINER, LPCR2, 5 Sets	\$242.00	\$188.89	21.95%
NASPO17	11250-000141	USB, BLUETOOTH, TRAINER, LPCR2	\$62.00	\$50.03	19.31%
NASPO17	11250-000142	USB, REPROGRAMMING, TRAINER, LPCR2, CR2T-1.0S	\$35.00	\$27.57	21.24%
NASPO17	11250-000144	MANIKIN, TRAINER, LPCR2	\$31.00	\$25.53	17.66%
NASPO17	11250-000145	TRAY, ELECTRODE, TRAINER, LPCR2	\$203.00	\$158.26	22.04%
NASPO17	11250-000147	KIT, SHIPPING, DEMO, LPCR2, ENGLISH	\$880.00	\$713.69	18.90%
NASPO17	11250-000162	KIT, SHIPPING, TRAINER, LPCR2, ENGLISH	\$816.00	\$662.64	18.79%
NASPO17	11250-000178	Replacement Handle Kit	\$31.00	\$25.53	17.66%
NASPO17	11260-000016	QUIK-COMBO Accessory pouch for LP20	\$84.00	\$62.28	25.85%
NASPO17	11260-000018	LP20 Basic Carry Case	\$217.00	\$163.36	24.72%
NASPO17	11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	\$509.00	\$350.21	31.20%
NASPO17	11260-000029	LIFEPAK 15 Carry case back pouch	\$111.00	\$83.72	24.57%
NASPO17	11260-000043	LP20 Top Pouch	\$88.00	\$65.35	25.74%
NASPO17	11260-000044	TrueCPR Carry Case	\$97.00	\$79.42	18.12%
NASPO17	11260-000045	Carry Case for LIFEPAK 20/20e Defibrillator with Module	\$295.00	\$227.82	22.77%
NASPO17	11260-000047	Carry Case Kit	\$111.00	\$88.83	19.97%
NASPO17	11260-000048	ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH	\$68.00	\$51.05	24.93%
NASPO17	11425-000001	Accessory pouch for 3-wire cable and/or other accessories	\$91.00	\$67.39	25.95%
NASPO17	11425-000007	BAG ASSEMBLY, NO STRAP, LIFEPAK 1000	\$190.00	\$143.96	24.23%
NASPO17	11425-000012	LIFEPAK 1000 Replacement Shoulder Strap for carry case	\$61.00	\$44.92	26.35%
NASPO17	11512-000001	Replacement Lid Kit	\$91.00	\$73.51	19.22%
NASPO17	11512-000002	Handle Kit	\$31.00	\$25.53	17.66%
NASPO17	11576-000035	LUCAS 1 Carry Bag (Backpack)	\$787.00	\$602.40	23.46%
NASPO17	11576-000036	Patient Strap (each)	\$143.00	\$108.23	24.32%
NASPO17	11576-000038	LUCAS 2 Carry Bag	\$456.00	\$351.23	22.98%
NASPO17	11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	\$951.00	\$726.97	23.56%
NASPO17	11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	\$186.00	\$142.94	23.15%
NASPO17	11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	\$662.00	\$508.47	23.19%
NASPO17	11576-000048	LUCAS 2 12V Car Cable	\$189.00	\$144.98	23.29%
NASPO17	11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	\$138.00	\$104.14	24.53%
NASPO17	11576-000051	Patient Strap (Secures patient's arms to support legs of LUCAS - 3 pack)	\$359.00	\$275.68	23.21%
NASPO17	11576-000052	Back Plate Grip Tape	\$60.00	\$45.95	23.42%
NASPO17	11576-000053	Back Plate Grip Tape (3 pack)	\$154.00	\$117.42	23.76%
NASPO17	11576-000060	LUCAS 2 Stand-alone Battery Charger	\$1,555.00	\$1,194.59	23.18%
NASPO17	11576-000064	LUCAS PCI BACK PLATE	\$4,667.00	\$3,593.99	22.99%
NASPO17	11576-000070	LUCAS 2 Rubber Bumper	\$57.00	\$43.90	22.98%
NASPO17	11576-000071	Lucas Power Supply	\$492.00	\$375.74	23.63%
NASPO17	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	\$925.00	\$726.97	21.41%
NASPO17	11576-000088	LUCAS Slim Back Plate	\$524.00	\$403.30	23.03%
NASPO17	11576-000089	Grip Tape, LUCAS Slim Back Plate	\$38.00	\$28.59	24.77%
NASPO17	11576-000090	Grip Tape (3-pack), LUCAS Slim Back Plate	\$92.00	\$69.43	24.53%
NASPO17	11576-000091	LUCAS 3 Bumpers (Black)	\$57.00	\$42.88	24.77%
NASPO17	11576-000094	LUCAS Carrying Case, Hard Shell	\$596.00	\$468.65	21.37%
NASPO17	11577-000001	LIFEPAK 15 Shoulder strap	\$52.00	\$37.78	27.35%
NASPO17	11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	\$432.00	\$326.71	24.37%
NASPO17	11577-000004	Station Battery Charger - For the LP15	\$2,469.00	\$1,899.10	23.08%
NASPO17	11577-000011	Mobile Battery Charger - FOR THE LP15	\$2,689.00	\$2,067.57	23.11%
NASPO17	11577-000019	LP15 Power Attachment Kit	\$76.00	\$59.22	22.08%
NASPO17	11600-000022	CODE-STAT 10 Data Review Seat	\$3,469.00	\$2,761.86	20.38%
NASPO17	11600-000024	CODE-STAT Maintenance Subscription (3 Years)	\$2,086.00	\$1,774.50	14.93%
NASPO17	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	\$53.00	\$42.29	20.20%
NASPO17	11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	\$149.00	\$121.50	18.46%
NASPO17	11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	\$149.00	\$121.50	18.46%
NASPO17	11996-000060	Durasensor - Adult finger sensor	\$394.00	\$319.58	18.89%
NASPO17	11996-000061	Oxiband Adult/Neonatal Sensor	\$299.00	\$241.98	19.07%
NASPO17	11996-000062	Oxiband Pediatric/Infant Sensor	\$299.00	\$241.98	19.07%
NASPO17	11996-000082	Nasal FilterLine Set Infant/Neonatal (box of 25)	\$386.00	\$307.33	20.38%
NASPO17	11996-000090	Electrode EDGE QUIK-COMBO RTS	\$56.00	\$46.97	16.13%
NASPO17	11996-000091	Electrode EDGE QUIK-COMBO Adult	\$47.00	\$36.80	21.69%
NASPO17	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	\$56.00	\$44.26	20.96%
NASPO17	11996-000106	DURA-Y Multisite sensor (reusable)	\$873.00	\$694.29	20.47%
NASPO17	11996-000113	Oxysensor II adult sensor (24/BX)	\$850.00	\$689.19	18.92%
NASPO17	11996-000114	Oxysensor II adult sensor, long cable (24/BX)	\$1,373.00	\$1,112.91	18.94%
NASPO17	11996-000115	Oxysensor II infant sensor (24/BX)	\$1,090.00	\$883.18	18.97%
NASPO17	11996-000116	Oxysensor II pediatric sensor (24/BX)	\$845.00	\$684.08	19.04%
NASPO17	11996-000117	Oxysensor II neonatal sensor (24/BX)	\$1,109.00	\$898.50	18.98%
NASPO17	11996-000183	MNC-1 Adapter Cable - 10 foot	\$779.00	\$556.46	28.57%
NASPO17	11996-000198	MNC-1 Adapter Cable - 4 foot	\$738.00	\$527.87	28.47%
NASPO17	11996-000278	LUCAS 1 Connector - Chemtron Air	\$491.00	\$377.78	23.06%
NASPO17	11996-000279	LUCAS 1 Connector - Ohmeda Air	\$491.00	\$377.78	23.06%
NASPO17	11996-000280	LUCAS 1 Connector - Puritan Bennett Air	\$491.00	\$377.78	23.06%
NASPO17	11996-000281	LUCAS 1 Connector - Diss Air	\$491.00	\$377.78	23.06%
NASPO17	11996-000282	LUCAS 1 Connector - Schrader Air	\$491.00	\$377.78	23.06%
NASPO17	11996-000283	LUCAS 1 Connector - Oxyclear Air	\$491.00	\$377.78	23.06%
NASPO17	11996-000285	LUCAS 1 Regulator	\$845.00	\$648.35	23.27%
NASPO17	11996-000310	QUIK-COMBO 3-lead Patient Simulator	\$1,098.00	\$811.71	26.07%
NASPO17	11996-000311	QUIK-COMBO 12-lead Patient Simulator	\$1,261.00	\$934.23	25.91%
NASPO17	MV1IH	Microstream™ Advance intubated filter line neonatal-infant	\$686.00	\$588.29	14.24%
NASPO17	MV1IH	Microstream™ Advance intubated filter line adult-pediatric	\$549.00	\$471.17	14.18%
NASPO17	MV1A	Microstream™ Advance intubated filter line adult-pediatric	\$351.00	\$300.90	14.27%
NASPO17	MV1A1L	Microstream™ Advance intubated filter line adult-pediatric, long	\$393.00	\$336.94	14.27%
NASPO17	MV1A100U	Microstream™ Advance intubated filter line adult-pediatric, 100 ct	\$1,212.00	\$1,039.64	14.22%
NASPO17	MVP	Microstream™ Advance oral/nasal filter line pediatric	\$395.00	\$338.74	14.24%
NASPO17	MVPO	Microstream™ Advance oral/nasal filter line pediatric w/O2 tubing	\$531.00	\$455.86	14.15%
NASPO17	MVA	Microstream™ Advance oral/nasal filter line adult	\$395.00	\$338.74	14.24%
NASPO17	MVAO	Microstream™ Advance oral/nasal filter line adult w/O2 tubing	\$437.00	\$374.77	14.24%
NASPO17	MVAOL	Microstream™ Advance oral/nasal filter line adult w/O2 tubing, long	\$557.00	\$477.48	14.28%
NASPO17	MVA100U	Microstream™ Advance oral/nasal filter line adult, 100 ct	\$1,433.00	\$1,229.73	14.19%
NASPO17	MVAO100U	Microstream™ Advance oral/nasal filter line adult w/O2 tubing, 100 ct	\$1,542.00	\$1,323.42	14.17%
NASPO17	11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	\$276.00	\$210.33	23.79%
NASPO17	11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	\$337.00	\$256.28	23.95%

NASPO17	11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	\$569.00	\$432.91	23.92%
NASPO17	11996-000326	Masimo SET RED LNOP Patient Cable - 4 foot	\$338.00	\$257.30	23.88%
NASPO17	11996-000327	Masimo SET RED LNOP Patient Cable - 8 foot	\$494.00	\$306.31	37.99%
NASPO17	11996-000328	Masimo SET RED LNOP Patient Cable - 12 foot	\$569.00	\$432.91	23.92%
NASPO17	11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	\$529.00	\$402.28	23.95%
NASPO17	11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	\$973.00	\$740.24	23.92%
NASPO17	11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	\$529.00	\$402.28	23.95%
NASPO17	11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	\$973.00	\$740.24	23.92%
NASPO17	11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	\$1,187.00	\$903.60	23.88%
NASPO17	11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	\$1,624.00	\$1,235.43	23.93%
NASPO17	11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	\$1,187.00	\$903.60	23.88%
NASPO17	11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	\$1,624.00	\$1,235.43	23.93%
NASPO17	11996-000339	Rainbow R25- Adult Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$959.00	\$730.03	23.88%
NASPO17	11996-000340	Rainbow R20- Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$992.00	\$755.55	23.84%
NASPO17	11996-000341	Rainbow R25-L, Adult/Neo Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$959.00	\$730.03	23.88%
NASPO17	11996-000342	Rainbow R20-L, Infant Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$992.00	\$755.55	23.84%
NASPO17	11996-000359	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	\$184.00	\$149.07	18.98%
NASPO17	11996-000360	Temp Sensor, Esophageal-Rectal, 9F#, Disp (box of 20)	\$197.00	\$159.28	19.15%
NASPO17	11996-000365	RED MNC ADAPTER CABLE, 4FT 2641	\$1,147.00	\$827.03	27.90%
NASPO17	11996-000369	Monitor to PC USB Cable for connecting LIFEPAK 12 or LIFEPAK 15 to a PC	\$379.00	\$300.18	20.80%
NASPO17	11996-000374	LP15 bed Connector	\$205.00	\$154.17	24.79%
NASPO17	11996-000375	Cable DC Input LP15 Battery Charger	\$106.00	\$80.66	23.91%
NASPO17	301-000-000	McGRATH MAC EMS Video Laryngoscope	\$3,533.00	\$2,804.79	20.61%
NASPO17	340-000-000	McGRATH 3.6V EMS Battery	\$78.00	\$62.70	19.61%
NASPO17	11996-000398	McGRATH X3 Laryngoscope Blades, Box of 10	\$360.72	\$292.61	18.88%
NASPO17	11996-000414	McGRATH MAC 2 Laryngoscope Blades, Box of 10	\$206.00	\$167.21	18.83%
NASPO17	11996-000415	McGRATH MAC 3 Laryngoscope Blades, Box of 10	\$206.00	\$167.21	18.83%
NASPO17	11996-000416	McGRATH MAC 4 Laryngoscope Blades, Box of 10	\$206.00	\$167.21	18.83%
NASPO17	11996-000441	Wall Cabinet, Rotaid Plus, With Alarm, White	\$461.00	\$402.64	12.66%
NASPO17	11996-000443	Wall Cabinet, Rotaid Plus, With Alarm, Red	\$461.00	\$402.64	12.66%
NASPO17	11996-000445	Wall Cabinet, Rotaid Solid Plus, with Alarm, White	\$575.00	\$502.58	12.59%
NASPO17	11996-000447	Wall Cabinet, Rotaid Solid Plus, with Alarm, Red	\$575.00	\$502.58	12.59%
NASPO17	11996-000449	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, White	\$835.00	\$729.37	12.65%
NASPO17	11996-000451	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, Red	\$835.00	\$729.37	12.65%
NASPO17	11996-000471	4G Modem: Verizon Cellular non-Kore (customer data plan)	\$1,546.00	\$1,259.28	18.55%
NASPO17	11996-000474	4G Modem: Verizon Cellular Kore (Stryker data plan)	\$1,546.00	\$1,259.28	18.55%
NASPO17	11996-000475	4G Modem: AT&T Cellular Kore (Stryker data plan)	\$1,546.00	\$1,259.28	18.55%
NASPO17	11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	\$440.00	\$332.85	24.35%
NASPO17	11998-000293	Wall Cabinet - Full-recessed for AED, 1.5" Trim	\$376.00	\$283.84	24.51%
NASPO17	11998-000321	Ambu Res-Cue Mask First Responder Kit	\$64.00	\$47.99	25.02%
NASPO17	11998-000326	LIFEPAK 15 internal paddles adapter cable	\$440.00	\$305.28	30.62%
NASPO17	11998-000327	AED Wall Sign Ilcor w/logo, Flat 8x10	\$36.00	\$26.55	26.26%
NASPO17	11998-000328	AED Wall Sign Ilcor w/logo, T-mount 8x10	\$51.00	\$36.76	27.93%
NASPO17	11998-000329	AED Wall Sign Ilcor w/logo, Tent 7x8	\$51.00	\$36.76	27.93%
NASPO17	11998-000330	AED Wall Sign Traditional w/logo, Flat 8x10	\$36.00	\$26.55	26.26%
NASPO17	11998-000331	AED Wall Sign Traditional w/logo, T-mount, 8x10	\$51.00	\$36.76	27.93%
NASPO17	11998-000332	AED Wall Sign Traditional w/logo, Tent, 7x8	\$51.00	\$36.76	27.93%
NASPO17	11998-000333	AED Wall Sign Traditional w/o logo, T-mount, 8x10	\$51.00	\$36.76	27.93%
NASPO17	21250-000003	DOOR, BATTERY, 3 PACK, TRAINER, LPCR2	\$21.19	\$17.36	18.09%
NASPO17	21250-000004	ASSY, LID, LOCALIZED, TRAINER, LPCR2, ENGLISH	\$28.00	\$22.46	19.78%
NASPO17	21300-005847	Simagel gel	\$8.01	\$5.11	36.28%
NASPO17	21300-008054	4-Wire Cable Comb (10- Pack)	\$76.00	\$57.18	24.77%
NASPO17	21300-008055	6-Wire Cable Comb (10- Pack)	\$76.00	\$57.18	24.77%
NASPO17	21300-008143	CABLE, USB2.0 A MALE TO MICRO-B, L 5.5FT	\$18.84	\$15.32	18.69%
NASPO17	21300-008146	LIFEPAK 15 NIBP Hose, 12'	\$120.00	\$63.30	47.25%
NASPO17	21300-008147	LIFEPAK 15 NIBP Hose, 9'	\$105.00	\$63.30	39.71%
NASPO17	21300-008148	LIFEPAK 15 NIBP Hose, 9' coiled	\$120.00	\$63.30	47.25%
NASPO17	21300-008152	COVER, USB PORT, LPCR2	\$12.95	\$10.21	21.15%
NASPO17	21330-000996	ASSY-LP20 DOCKING STATION	\$505.00	\$389.01	22.97%
NASPO17	21330-001024	ADAPTER ASSY-ELECTRODE HARD PADDLE PAD PRINTED	\$109.83	\$88.83	18.51%
NASPO17	21330-001176	LP15 Lithium-ion Battery 5.1 amp hr	\$606.00	\$478.86	20.98%
NASPO17	21330-001357	LIFEPAK 15 In-service Video - DVD format	\$50.00	\$36.76	26.49%
NASPO17	21330-001365	Test load (for use with QUIK COMBO therapy cable)	\$96.00	\$84.32	12.16%
NASPO17	21340-000706	LIFENET PC Gateway	\$618.00	\$467.13	24.41%
NASPO17	21576-000074	LUCAS Stabilization Strap	\$122.00	\$93.93	23.01%
NASPO17	21576-000075	LUCAS Stabilization Strap (4 pack)	\$392.00	\$301.20	23.16%
NASPO17	21996-000044	LUCAS Back Plate	\$502.00	\$386.97	22.92%
NASPO17	21996-000061	LUCAS 1 Extension Hose	\$454.00	\$349.19	23.09%
NASPO17	21996-000109	TITAN III -Wifi Gateway	\$1,328.00	\$1,081.62	18.55%
NASPO17	21996-000110	Titan III Trio - WiFi & Cellular & Fast Audio Gateway, No Sim	\$3,374.00	\$2,748.47	18.54%
NASPO17	26500-002040	Quik reference Instruction Card for AED and CPR instruction	\$11.77	\$7.15	39.29%
NASPO17	26500-002048	LIFEPAK 15 Operating Instructions	\$89.00	\$73.51	17.40%
NASPO17	26500-003645	TAG LOCAL EMERGENCY CONTACT NUMBER 911 MULTI	\$5.89	\$5.11	13.27%
NASPO17	350-STR-US-10	HeartSine SAM 350P AED	\$2,233.00	\$1,112.54	50.18%
NASPO17	350-STR-US-AV	HeartSine SAM 350P AED Aviation	\$2,428.00	\$1,231.08	49.30%
NASPO17	360-STR-US-10	HeartSine SAM 360P AED, Fully-automatic	\$2,414.00	\$1,224.07	49.29%
NASPO17	360-STR-US-AV	HeartSine SAM 360P AED Aviation, Fully-Automatic	\$2,568.00	\$1,301.23	49.33%
NASPO17	450-STR-US-10	HeartSine SAM 450P AED	\$2,502.00	\$1,553.33	37.92%
NASPO17	450-STR-US-AV	HeartSine SAM 450P AED Aviation	\$2,683.00	\$1,457.83	45.66%
NASPO17	80596-000003	TrueCPR Coaching Device	\$2,262.00	\$1,830.76	19.06%
NASPO17	81700-000001	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels)	\$52,606.00	\$43,335.50	17.62%
NASPO17	81700-000002	Bundle: LIFEPAK 15 w/ ACPA (Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT, Temp)	\$47,461.00	\$39,104.86	17.61%
NASPO17	81700-000003	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, NIBP, EtCO2)	\$32,370.00	\$26,629.16	17.74%
NASPO17	81700-000004	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT)	\$45,835.00	\$37,766.72	17.60%
NASPO17	81700-000005	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, EtCO2, BT)	\$29,054.00	\$23,951.87	17.56%
NASPO17	81700-000006	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels)	\$52,667.00	\$43,335.50	17.72%
NASPO17	81700-000007	Bundle: LIFEPAK 15 w/ ACPA (Standard)	\$20,267.00	\$16,669.62	17.75%
NASPO17	99425-000023	LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery & electrodes	\$3,593.00	\$2,555.67	28.87%
NASPO17	99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	\$4,425.00	\$2,949.86	33.34%
NASPO17	99512-001261	LPCR2 Semi-automatic, WIFI, English, Bag	\$3,253.00	\$2,132.17	34.46%
NASPO17	99512-001262	LPCR2 Semi-automatic, WIFI, English, Handle	\$3,152.00	\$2,066.22	34.45%
NASPO17	99512-001263	LPCR2 Fully-automatic, WIFI, English, Bag	\$3,521.00	\$2,308.01	34.45%
NASPO17	99512-001264	LPCR2 Fully-automatic, WIFI, English, Handle	\$3,421.00	\$2,242.07	34.46%
NASPO17	99512-001265	LPCR2 Semi-automatic, WIFI, English-Spanish, Bag	\$3,353.00	\$2,198.11	34.44%
NASPO17	99512-001266	LPCR2 Semi-automatic, WIFI, English-Spanish, Handle	\$3,253.00	\$2,132.17	34.46%
NASPO17	99512-001267	LPCR2 Fully-automatic, WIFI, English-Spanish, Bag	\$3,621.00	\$2,373.96	34.44%
NASPO17	99512-001268	LPCR2 Fully-automatic, WIFI, English-Spanish, Handle	\$3,521.00	\$2,308.01	34.45%
NASPO17	99512-001434	LPCR2 USB Fully-automatic, English, Handle	\$3,213.00	\$2,105.79	34.46%
NASPO17	99512-001435	LPCR2 USB Semi-automatic, English, Handle	\$3,079.00	\$2,017.86	34.46%
NASPO17	99576-000063	LUCAS 3, 3.1, 3L SHIPPING BOX, EN	\$20,015.00	\$16,267.77	18.72%
NASPO17	99576-000083	LUCAS 3, 3.1, TRAINING UNIT, EN	\$11,862.00	\$9,638.27	18.75%
NASPO17	99577-001368	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	\$29,409.00	\$24,197.67	17.72%
NASPO17	99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$50,101.00	\$41,225.28	17.72%
NASPO17	99577-001373	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$49,258.00	\$40,528.67	17.72%
NASPO17	99577-001588	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$47,629.00	\$39,190.53	17.72%

NASPO17	99577-001930	LIFEPAK 15 Standard	\$17,701.00	\$14,559.40	17.75%
NASPO17	99577-001931	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	\$27,981.00	\$23,019.66	17.73%
NASPO17	99577-001932	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2	\$29,805.00	\$24,518.94	17.74%
NASPO17	99577-001933	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead	\$35,396.00	\$29,123.89	17.72%
NASPO17	99577-001934	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	\$39,035.00	\$32,122.47	17.71%
NASPO17	99577-001935	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2	\$43,329.00	\$35,656.50	17.71%
NASPO17	99577-001936	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2	\$47,629.00	\$39,190.53	17.72%
NASPO17	99577-001937	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2, 2 Invasive Pressure Channels	\$50,101.00	\$41,225.28	17.72%
NASPO17	99577-001938	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temperature	\$44,958.00	\$36,994.64	17.71%
NASPO17	99577-001939	LIFEPAK 15 Bluetooth	\$17,701.00	\$14,559.40	17.75%
NASPO17	99577-001941	LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	\$20,691.00	\$17,022.51	17.73%
NASPO17	99577-001943	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	\$36,959.00	\$30,409.00	17.72%
NASPO17	99577-001944	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	\$26,548.00	\$21,841.65	17.73%
NASPO17	99577-001945	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	\$23,682.00	\$19,485.62	17.72%
NASPO17	99577-001946	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	\$24,460.00	\$20,128.18	17.71%
NASPO17	99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$27,327.00	\$22,484.20	17.72%
NASPO17	99577-001948	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$28,106.00	\$23,126.75	17.72%
NASPO17	99577-001950	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	\$29,805.00	\$24,518.94	17.74%
NASPO17	99577-001951	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	\$30,577.00	\$25,161.49	17.71%
NASPO17	99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	\$34,098.00	\$28,052.98	17.73%
NASPO17	99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	\$35,396.00	\$29,123.89	17.72%
NASPO17	99577-001955	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$39,035.00	\$32,122.47	17.71%
NASPO17	99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$40,663.00	\$33,460.61	17.71%
NASPO17	99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$43,329.00	\$35,656.50	17.71%
NASPO17	99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$44,958.00	\$36,994.64	17.71%
NASPO17	99577-001959	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$32,789.00	\$26,982.06	17.71%
NASPO17	99577-001960	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$41,507.00	\$34,157.21	17.71%
NASPO17	99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$45,806.00	\$37,691.25	17.72%
NASPO17	99577-001963	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$42,292.00	\$34,799.76	17.72%
NASPO17	99577-001964	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$39,820.00	\$32,765.02	17.72%
NASPO17	99577-001966	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$33,054.00	\$27,196.24	17.72%
NASPO17	99996-000117	LP1000 Trainer	\$1,298.00	\$1,056.76	18.59%
NASPO17	PAD-ACC-02	USB Data Download Cable - HeartSine	\$49.00	\$37.78	22.90%
NASPO17	PAD-BAG-01	Carry Case for HeartSine AED	\$72.00	\$56.16	22.01%
NASPO17	PAD-BAG-02	Backpack for HeartSine AED	\$189.00	\$149.07	21.13%
NASPO17	PAD-CAB-02	Wall Bracket for HeartSine AED	\$109.00	\$85.77	21.32%
NASPO17	PAD-CAB-04	HeartSine Wall Cabinet with Alarm	\$200.00	\$157.24	21.38%
NASPO17	PAD-PAK-01	US Adult Pad-Pak for HeartSine AEDs	\$228.00	\$179.70	21.18%
NASPO17	PAD-PAK-02	US Pediatric-Pak for HeartSine AEDs	\$270.00	\$213.39	20.97%
NASPO17	PAD-PAK-07	Aviation Pad-Pak for HeartSine AEDs	\$247.00	\$196.04	20.63%
NASPO17	TRN-350-US	HeartSine SAM 350P AED Trainer	\$589.00	\$428.83	27.19%
NASPO17	TRN-360-US	HeartSine SAM 360P AED Trainer	\$589.00	\$428.83	27.19%
NASPO17	TRN-450-US	HeartSine SAM 450P AED Trainer	\$589.00	\$428.83	27.19%
NASPO17	TRN-ACC-02	HeartSine AED Trainer Electrodes - 10	\$59.00	\$33.69	42.89%
NASPO17	TRN-ACC-03	HeartSine AED Trainer Electrodes - 25	\$136.00	\$76.58	43.69%
NASPO17	TRN-ACC-14	HeartSine Trainer battery charger	\$44.00	\$32.67	25.74%
NASPO17	TRN-ACC-16	SAM 350P AED Trainer Remote Control	\$213.00	\$157.24	26.18%
NASPO17	TRN-ACC-18	SAM 360P AED Trainer Remote Control	\$213.00	\$157.24	26.18%
NASPO17	TRN-ACC-19	SAM 450P AED Trainer Remote Control	\$213.00	\$157.24	26.18%
NASPO17	TRN-PAK-04	Pad-Pak Electrode Cartridge for Trainer	\$69.00	\$51.05	26.01%
NASPO17	11260-000015	LIFEPAK CR Plus Hard shell carry case	\$360.00	\$272.06	24.43%
NASPO17	21300-004576	LIFEPAK CR Plus Carrying case	\$103.00	\$78.21	24.07%
NASPO17	21300-004579	LIFEPAK CR Plus Replacement shoulder strap for carry case	\$23.00	\$17.23	25.08%
NASPO17	11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	\$380.00	\$126.46	66.72%
NASPO17	11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	\$323.00	\$107.33	66.77%
NASPO17	11210-000021	Wall mount bracket for LIFEPAK CR Plus	\$146.00	\$110.66	24.21%
NASPO17	21300-006587	CENTRAL ALARM SWITCH for CR Plus	\$77.00	\$59.07	23.28%
NASPO17	11260-000017	THERMOFORMED INFANT/CHILD ELECTRODE 1/EA	\$43.00	\$32.45	24.54%
NASPO17	11250-000099	LIFEPAK CR PLUS TRAINING REMOTE AND CABLE 1/EA	\$67.00	\$49.92	25.49%
NASPO17	11250-000073	LIFEPAK CR Plus Training System	\$508.00	\$391.04	23.02%
NASPO17	11260-000014	LIFEPAK CR Plus Training System replacement carry case	\$54.00	\$40.77	24.50%
NASPO17	11250-000015	LIFEPAK CR Plus Training System replacement training electrodes	\$58.00	\$43.26	25.41%
NASPO17	26500-001156	LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus Training System	\$25.00	\$19.14	23.46%

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 08/02/23 Account Number#: 459

Vendor: Stryker Vendor# _____

Contact: Austin Long Phone# _____

Address: _____
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
2	LP15's	39,063.74	78,127.48
1	LUCAS	18,565.07	18,565.07
			0.00
2	LP15 Trade Ins (V1/V2)	(6,500.00)	(13,000.00)
1	Lucas 2 Trade In	(5,000.00)	(5,000.00)
1	Freight	0.00	0.00
TOTAL			78,692.55

Requested By: Fred Dunbar

Purpose of Request: Routine replacement of monitors and LUCAS device - Cap. Outlays FY24

Operations Chief:

☐ Denied ☐ Approved _____ Date: _____

Administrative Chief:

☐ Denied ☒ Approved  Date: 8/2/2023

Fire Chief:

☐ Denied ☐ Approved _____ Date: _____

Resolution No. 873-23

Introduced in Council:

Adopted by Council:

September 5, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 873-23 - Authorizing the Mayor or City Manager to purchase two Power Pro2 ambulance cots and accessories for the Charleston Fire Department from Stryker Medical in the amount of \$63,272.08 as a sole-source purchase. This is part of equipment updates in 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 two Power Pro2 ambulance cots and accessories for the Charleston Fire Department from Stryker Medical in the amount of \$63,272.08 as a sole-source purchase. This is part of equipment updates in rotation schedule.



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: 8/17/23

To: CITY MANAGER,

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

2 - Power Pro 2 cots & accessories

Purchase justification: _____

Replace old equipment with updated equipment in rotation schedule.

If approved, the total purchase price will be: \$63,272.08

(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. | Stryker Medical | Price Quote: \$ | 63,272.08 |
| 2. | | Price Quote: \$ | |
| 3. | | Price Quote: \$ | |
| 4. | | Price Quote: \$ | |
| 5. | | Price Quote: \$ | |

The apparent low-bid vendor *meeting specifications* is: Stryker Medical

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:

CFD currently uses Stryker cots in all ambulances which already have the Stryker rail system installed and other equipment needed for use with them.

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

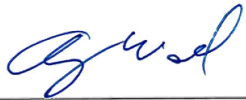
I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

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: Lisa Fisher for CFD Department: City Manager's Office

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

Funds Approval:  Date: 8/21/2023
Authorized Financial Officer

Council approval required

Account Number: 001-976-00-706-4-459 (budgeted)

City Manager Approval: _____ Date: _____



CharlestonFD-Fiscal2023Cots-July23

Quote Number: 10748456

Version: 1

Prepared For: CHARLESTON FIRE DEPT EMS DIVISION
Attn:

Rep: Austin Long
Email: austin.long@stryker.com
Phone Number: (858) 774-0394

Service Rep: Sam Lee
Email: samuel.lee@stryker.com

Quote Date: 07/27/2023

Expiration Date: 08/26/2023

Contract Start: 07/27/2023

Contract End: 07/26/2024

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	2	\$29,208.00	\$58,416.00
2.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	2	\$26.60	\$53.20
3.0	650707000002	Lithium-Ion Battery	PCE	2	\$804.84	\$1,609.68
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	2	\$1,152.16	\$2,304.32
Equipment Total:						\$62,383.20

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$888.88
Grand Total:	\$63,272.08

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



August 2023

To whom it may concern,

Stryker certifies that we are the sole manufacturer of the Power-PRO™ 2 ambulance cot (Model 6507). This correspondence is to inform you of the characteristics of the Power-PRO 2 ambulance cot. These characteristics can be broken down into two primary categories: independent qualification and ease of use and maintenance.

Independent qualification

- IP36: The system is tested to withstand powerful water jets.
- Conforms to IEC 60601-1, IEC 60601-1-2, IEC 60601-1-12: The Power-PRO 2 cot conforms to industry standards for mechanical and electrical safety for medical electrical equipment intended for use in emergency medical services environment, as well as electromagnetic compatibility and immunity.
- Meets BS EN 1789 crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.
- Designed to conform to KKK-A-1822, CAAS-GVS, NFPA-1917.
- Meets the following:
 - 16 CFR 1632 (U.S. Flammability)
 - BS EN 597-1 (European Flammability)
 - BS EN-1865-2, BS EN-1865-3 (European Power Assisted cots)
 - Meets AS/NSZ-4535 dynamic crash test safety standards when used with Power-LOAD cot fastener and X-restraints.

Ease of use and maintenance

- The cot has a weight capacity of 700 pounds.
- The cot has an adjustable loading height (up to 36 inches). Operators can use the cot control switches at the foot end of the cot to match any ambulance deck height.
- The cot can extend to 84 inches to allow for better leverage when manually loading/unloading.
- The cot can retract to 60 inches to allow for better mobility in tight spaces.
- The lithium-ion battery is placed at the foot end of the cot and can be accessed with a single hand.
- The battery's LED bars indicate battery power level, as well as charging and error status.
- The cot features a foot end light to help medics navigate through dark environments.
- Reflectors on the cot legs increase visibility for enhanced safety.
- The cot is equipped with Smart Equipment Management™ (SEM™), an interactive dashboard that helps you maximize your investment, minimize downtime and remotely manage your fleet.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. The cot will not abruptly jar the operator or patient.
- The cot is equipped with a bumper detection system that will stop the extension of the legs if they are obstructed while the cot is suspended.
- The cot legs power-retract and power-extend in 1.5 seconds, which speeds load and unload time.

Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com



- The foot end lifting bars and cot control switches at two different heights provide optimum ergonomics to most operator heights.
- The transport height feature lowers the cot to a suggested level at the touch of a button for safe patient transport outside an ambulance.
- The foot end is equipped with a transport handle to provide better ergonomics while in transport height.
- The cot has 6 x 2 inch, sealed casters and bearings, including integrated steer and wheel locks that can be activated from the head end or foot end of the cot.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), eliminating aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your account manager for more information.

Sincerely,

A handwritten signature in black ink, appearing to read "John Guyeskey".

John Guyeskey, Sr. Manager, Downstream Marketing

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Mkt Lit-2011 24 JUN 2020 REV B

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 08/02/23 Account Number#: 459

Vendor: Stryker Vendor# _____

Contact: Austin Long Phone# _____

Address: _____
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
2	Power Pro 2 6507 High Config	29,208.00	58,416.00
2	Assembly Power Cord	26.60	53.20
2	Lithium Ion Battery	804.84	1,609.68
2	Assembly Battery Charger	1,152.16	2,304.32
			0.00
1	Freight	888.88	888.88
TOTAL			63,272.08

Requested By: Fred Dunbar

Purpose of Request: Routine replacement of Ambulance Cots - Cap. Outlays

Operations Chief:

☐ Denied ☐ Approved

Date: _____

Administrative Chief:

☐ Denied ☒ Approved

Date: 8/2/2023

Fire Chief:

☐ Denied ☐ Approved

Date: _____

Wood, Andy

From: Long, Austin <austin.long@stryker.com>
Sent: Friday, August 18, 2023 11:53 AM
To: Bowles, Jamie
Subject: Stryker Cot Compatibility
Attachments: EMS Cot-fastener compatibility customer letter-US-dynamic date.pdf

This Email Originated from an outside source: Do not open attachments or links unless you know the content is safe, forward suspicious emails as an attachment to: helpdesk@cityofcharleston.org

Hi Jamie,

The City of Charleston currently has the Performance Load Fastener in their ambulances (model 6392). I've attached a letter from Stryker that outlines which cots are compatible with this model of ambulance fastener, and you will see that the 6507 cots that the Fire Department is buying is included on that list.

No other cots from any other manufacturer are compatible with the Performance Load Fastener as they have not been tested with the FDA to meet safety and crash requirements.

Please let me know if you have any other questions!

Austin Long
Sales Account Manager
Stryker

Medical- Emergency Care
C: 858 774 0394
austin.long@stryker.com
www.stryker.com



Follow this link to read our [Privacy Statement](#)

To whom it may concern,

This letter is in response to your inquiry regarding compatibility of Stryker's cots and fasteners.

Compatibility with Power-LOAD® powered cot fastener*:

- Power-PRO™ 2 (Model 6507) with a Power-LOAD option or compatibility kit
- Power-PRO XT (Model 6506) with a Power-LOAD option or compatibility kit
- Power-PRO XT (Model 6500) with a Power-LOAD compatibility kit
- Performance-PRO™ XT (Model 6086) with a Power-LOAD option or compatibility kit
- Performance-PRO XT (Model 6085) with a Power-LOAD compatibility kit
- Power-PRO IT (Model 6516) with a Power-LOAD option or compatibility kit
- Power-PRO IT (Model 6510) with a Power-LOAD compatibility kit

Compatibility with Performance-LOAD® manual fastener:**

- Power-PRO 2 (Model 6507) with a Performance-LOAD option or compatibility kit
- Power-PRO XT (Model 6506) with a Performance-LOAD option or compatibility kit
- Power-PRO XT (Model 6500) with a Performance-LOAD compatibility kit
- Performance-PRO XT (Model 6086) with a Performance-LOAD option or compatibility kit
- Power-PRO IT (Model 6516) with a Performance-LOAD option or compatibility kit

For mass causality incident compatibility please contact your sales account manager.

At Stryker, our teams are dedicated to providing our customers with products that meet our high standard of quality and mission in caregiver injury prevention. Please contact your local sales account manager for more information.

We thank you for your business and continued partnership.

Troy Weatherhead



Director of Marketing

*Always use a Power-LOAD compatible cot with Stryker's Power-LOAD system. Injury may result if a non-compatible cot is used with Power-LOAD.

**Always use a Performance-LOAD compatible cot with Stryker's Performance-LOAD system. Injury may result if a non-compatible cot is used with Performance-LOAD.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Emergency Care

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Resolution No. 874-23

Introduced in Council:

Adopted by Council:

September 5, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 874-23 - Authorizing the Mayor or City Manager to purchase 27 mobile radios
2 for the Charleston Police Department from Discount Communications and Electronics.

3

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

5

6 That the Mayor or City Manager is authorized to purchase to purchase twenty-seven (27)
7 JCV/Kenwood IRP and analog mobile radios for the Charleston Police Department from
8 Discount Communications and Electronics in the amount of \$52,694.01 pursuant to a
9 competitively sourced 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: 8/18/2023

To: CITY MANAGER,

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

27 JVC/Kenwood IRP & Analog mobile radios

Purchase justification: _____

To be installed in 27 new fleet Interceptors
(purchasing with State Agency Contract)

If approved, the total purchase price will be: \$52,694.01

(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.	Discount Communications & Electronics	Price Quote: \$	52,694.01
2.		Price Quote: \$	
3.		Price Quote: \$	
4.		Price Quote: \$	
5.		Price Quote: \$	

The apparent low-bid vendor *meeting specifications* is: Discount Communications & Electronics

AND



OR



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: ^{L.F.} Lisa Fisher for CPD Department: City Manager's Office

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

Funds Approval:  Date: 8/21/2023
Authorized Financial Officer

Council approval needed

Account Number: 001-976-00-700-4-459 (budgeted)

City Manager Approval: _____ Date: _____

Discount Communications and Electronics
Inc.

514 Midway Rd
Alum Creek, WV 25003
(304) 546-3443
wencommunications@gmail.com



Estimate

ADDRESS

Jamey Noland
Charleston Police Dept.
501 Virginia St E
Charleston, WV 25301

SHIP TO

Jamey Noland
Charleston Police Dept.
501 Virginia St E
Charleston, WV 25301

ESTIMATE # 2937**DATE 06/12/2023**

ACTIVITY	QTY	RATE	AMOUNT
JVC-NX-1700HAVK Kenwood NX-1700 Analog VHF 260 Channel Mobile 136-174 MHZ 50W	27	355.39	9,595.53
Inventory:JVC-NX5800K2 Next Edge Mobile (UHF2) Kenwood Nexedge UHF (380- 470 MHz) 45 Watts NXDN Conventional/TYPE C (Gen1/Gen2) Trunking All prices meet or exceed WV DOC State Pricing	27	835.24	22,551.48
Inventory:JVC-KWD-5100CV P-25 Conventional LIC KWD-5100CV P-25 Conventional Lic	27	205.00	5,535.00
Inventory:JVC-KWD-5101TR P-25 Phase 1 Trunking Kenwood License Key for P25 Phase 1 also requires KWD-5100CV	27	199.00	5,373.00
Inventory:JVC-KWD-5102-TR P-25 Phase 2 Trunking JVC-KWD-5102-TR P-25 Phase 2 Trunking	27	249.00	6,723.00
Inventory:JVC-KWD-5106DT (OTAP) Kenwood P25 Packet Data (OTAP)	27	108.00	2,916.00
SUBTOTAL			52,694.01
TAX			0.00
TOTAL			\$52,694.01

NEXEDGE®

NX-1700HAV/1800HAU

Table of Contents

VHF/UHF Digital Upgradeable Mobile Radios



All NX-1000 series mobiles include:

- Standard Microphone (KMC-65M)
- Mounting Bracket
- DC Cable
- 15A Fuse
- Instruction Manual
- Premium Warranty: 3 Years*

* All Accessories / options: 1 Year

■ GENERAL FEATURES

- 50 W (136-174 MHz) Model
- 45 W (400-470 MHz) Model
- Analog Mode
- Option NXDN Upgrade
- Optional DMR Upgrade
- AMBE+2™ VOCODER
- 260 CH-GID / 128 Zones
- 13-Segment 10-character LCD Display
- 7-color large LED indicator
- White Backlit
- KENWOOD Audio Quality
 - 6W (max) loud audio
 - Audio Equalizer: Flat, High, or Low
 - Auto Gain Control: On, High, or Low
 - Microphone type settings
- Multiple Scan Functions
 - Dual/Single Priority Scan, Single/Multi Zone Scan, Normal Scan
- Orange-colored Emergency button
- Horn Alert and Public Address function
- Ignition Sense function
- Voice Announcement
- DB15 Accessory Interface
- Lone Worker
- Max/Min Volume Setting
- Display Customization
- Power-on LED
- Menu Mode
- MIL-STD-810 C/D/E/F/G/H
- IP-54 Water & Dust Intrusion

■ ANALOG MODE

- Conventional Zones
- FleetSync®: PTT ID, Stun/Revive, Mute hold, Talk back, Selcall
- MDC-1200: PTT ID, Radio Inhibit/Unihabit, Radio Check, Emergency
- QT / DQT
- Two-Tone
- DTMF
- Built-in Voice Inversion Scrambler (per channel)
- Built-in Compander (per channel)

■ DIGITAL – NXDN® MODE (Optional)

- NXDN® Conventional & Site Roaming
- NXDN® Type-D Trunking Option
- 6.25 & 12.5 kHz Channels
- Over-the-Air Alias
- Digital / Analog Mixed Mode
- Group / Individual Call
- Status, Short Data, Paging Call
- Remote Stun, Kill, Monitor, Check & Control
- GPS Combination with additional module
- Late Entry
- NXDN® Scrambler

■ DIGITAL – DMR MODE (Optional)

- DMR Tier 2 Conventional & Site Roaming
- DMR Auto Slot Select (DASS)
- 12.5 kHz Channels
- Digital / Analog Mixed Mode
- Call Interrupt
- Group / Individual Call
- Status, Short Data, Paging Call
- Remote Stun, Kill, Monitor, Check & Control
- Over-the-Air Alias
- GPS Combination with additional module
- Late Entry
- ARC4 Encryption Option

OPTIONAL FEATURES

- NXDN Conventional Upgrade License (**KWD-1200CAK**)
- NXDN Type-D Trunking License (**KWD-1202TDK**) *Requires KWD-1200CAK enabled
- DMR Tier 2 Conventional Upgrade License (**KWD-1300CAK**)
- DMR ARC4 Enhanced Encryption (**KWD-1500EE**) *Only applicable after DMR conversion
- Remote Control Command by Subscriber Units (**KWD-1501RC**)

Digital mode conversion & Type-D requires additional firmware loading after applying upgrade license.
Please download latest firmware from MyTools website > Product > Firmware

MODEL		LIST
NX-1700HAVK	136-174 MHz VHF 50W, 260 Ch / 128 Zones	507.70
NX-1800HAUK2	400-470 MHz UHF 45W, 260 Ch / 128 Zones	507.70
MOBILE INSTALLATION ACCESSORIES		LIST
KCT-60M	DB15-to-15pin Molex Adapter Cable	35.20
KCT-18	Ignition sense cable (requires KCT-60M Acc. Cable Option)	24.00
KLF-2	Line Filter (suppresses alternator whine, 25dB, 25A max).	51.20
KMB-10	Key lock adapter	32.00
CONTROL STATION INSTALLATION ACCESSORIES		LIST
KMC-9C	Control Station Desktop Microphone (8-pin mod. plug) Note: NOT compatible with TDMA operations	104.80
KMC-59C	Control Station Desktop Microphone (8-pin mod. plug) Note: Compatible with FDMA (analog / NXDN) and TDMA operations	232.30
KMB-34	Control Station Mounting Case for KPS-15 Power Supply and Mobiles (excludes TK-5x10/6110 series). (mobile mounting hardware included)	65.70
KPS-15	DC Switching Power Supply (117/230 VAC; 23A max. continuous, 25A peak)	210.80
MICROPHONES AND SPEAKERS		LIST
KMC-65M	MIL-SPEC Standard electret mobile microphone (8-pin mod. plug)	63.50
KMC-66M	MIL-SPEC Standard electret mobile microphone with 12 keypad (8-pin mod. plug)	115.20
KES-8K	External speaker, 10W, 4-Ohm, 3.5mm phone plug	59.30
KES-5A	External speaker, 40W max input Note: requires KCT-60M installed.	73.00

355.39

NEXEDGE [®]		NX-5700/5800/5900		Table of Contents
P25 DMR		VHF/UHF/700/800MHz Digital & FM Analog Mobile Radios		
RADIO				LIST
NX-5700K	VHF (136-174MHz), 50 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking			1193.20
NX-5800K	UHF (450-520MHz), 45 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking			1193.20
NX-5800K2	UHF (380-470MHz), 45 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking			1193.20
NX-5900K	700 / 800 MHz, 30/35 Watts NXDN Conventional / 800MHz TYPE-C (Gen1/Gen2) Trunking			1521.20
RF Deck Only				LIST
MUST purchase necessary accessories separately				
NX-5700BK	VHF (50W, 136-174 MHz) RF Deck Only			877.00
NX-5800BK	UHF (45W, 450-520 MHz) RF Deck Only			877.00
NX-5800BK2	UHF (45W, 380-470 MHz) RF Deck Only			877.00
NX-5900BK	35W, 700/800 MHz RF Deck Only			1205.20
SOFTWARE LICENSING & RADIO FEATURE OPTIONS				
IMPORTANT: NX-5000/5000S/3000/3x20/1x00 series radio requires KPT-300LMC & L-5000 for activation of Radio Feature licenses.				
Submit completed form to LMR Order Desk for all Software license and Radio Feature license options.				
License Keys will be E-mailed to the address provided on the order form.				
Form is available on MyTools website > Product > Forms				
- FPU & Software Applications: Software License Key Request Form				
- Radio Feature Licenses: Radio Feature License Keys Request Form				
Note: Radio Feature License Keys are transferable from one radio to another radio within 72 hours of activation. If a Radio Feature License is transferred to another radio within the 72 hour window, the 72 hour clock is reset.				
General Radio Features				LIST
KWD-5000CH	License Key for 4000 Channel Expansion			453.70
KWD-5001FP	License Key for Front Panel Programming			324.00
KWD-5002SD	License Key for microSD Memory Card Slot Activation			113.30
KWD-5003BT	License Key for Bluetooth Data (Required for Data Communication) Note: Voice Communication for Bluetooth Head Set does NOT require KWD-5003BT. You can pair with any Bluetooth audio device without this option.			37.80
KWD-5004MR	License Key for Multiple RF Decks Receiver Note: Required ONLY for the radios with S/N: B5900000 or earlier.			N/C
KWD-5007RC	License Key for Remote Control by Subscriber Units Note: - P25 Mode is NOT available. - This license may be used by Administrator due to Stun/Revive/Kill. - The license is required for only Transmitting of Remote Control. - PC command for Remote Control does NOT require the license.			43.20
P25 Radio Features				LIST
KWD-5100CV	License Key for P25 Conventional			621.00
KWD-5101TR	License Key for P25 Phase 1 Trunking (requires KWD-5100CV) Note: Required for Link Layer Authentication			561.70
KWD-5102TR	License Key for P25 Phase 2 Trunking (requires KWD-5100CV & KWD-5101TR)			432.00
KWD-5103RK	License Key for P25 OTAR (requires KWD-5106DT for a Trunking Operation)			756.00
KWD-5105VT	License Key for P25 Conventional Voting Scan			129.70
KWD-5106DT	License Key for P25 Trunking OTAR / GPS Note: Conventional (OTAR/GPS) does NOT require KWD-5106DT.			194.30
KWD-5107EE	License Key for P25 ARC4 Enhanced Encryption			NC
DMR Features				LIST
KWD-5300CV	License Key for DMR Tier 2 Conventional			64.80
KWD-5301TR	License Key for DMR Tier 3 Trunking (requires KWD-5300CV)			144.00
KWD-5500EE	License Key for DMR ARC4 Enhanced Encryption			43.20
Other Accessories, Software, and Services				
Refer to NX-5000 series mobile accessory pages				



State of West Virginia
Agency Master Agreement

Order Date:

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

Order Number:	AMA 0608 0608 DCR1900000048 6	Procurement Folder:	575815
Document Name:	JVC/Kenwood Radio communication equipment and etc	Reason for Modification:	
Document Description:	JVC/Kenwood Full Catalog Radio communication equipment, etc	Change Order 4, Renewal 4	
Procurement Type:	Agency Master Agreement	Effective Dates: 6-26-23 through 6-25-24	
Buyer Name:	Herbert Mickey Skeens	Renewals Remaining: 0	
Telephone:	(304) 558-2350		
Email:	herbert.m.skeens@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2019-06-26
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-06-25

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000232379 JVCKENWOOD USA CORPORATION 4001 WORSHAM AVE LONG BEACH CA 90808 US Vendor Contact Phone: 310-761-8213 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Herbert Mickey Skeens Requestor Phone: (304) 558-2350 Requestor Email: herbert.m.skeens@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1124 SMITH STREET SECOND FLOOR CHARLESTON WV 25301 US	FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300 CHARLESTON WV 25311 US

Total Order Amount: Open End

[Signature]
DEPARTMENT AUTHORIZED SIGNATURE
DATE: 7/12/23
ELECTRONIC SIGNATURE ON FILE

Approved as to form prior to acknowledgment thereof
this 10th day of July 2023
Patrick Morley, Attorney General
By: *[Signature]*

Extended Description:

Change Order 4, Renewal 4
Effective Dates: 6-26-23 through 6-25-24
Renewals Remaining: 0

Renewal 3, Change Order 3
Effective Dates: June 26, 2022 - June 25, 2023
Remaining Renewals: 1

Renewal 2, Change order 2
Effective June 26 2021 through June 25 2022
2 Renewal remaining

Renewal 1, Change Order 1
Effective date: June 26, 2020 through June 25, 2021
3 renewals remain

The vendor JVC Kenwood, agrees to enter into a contract with the WV Division of Corrections and Rehabilitation to provide their entire catalog of items at 30% off list price as per the attached specifications, terms and conditions, and tender agreement incorporated herein by reference and made a part thereof. Contract will be from 6/26/2019 to 6/25/2020 with 4 one-year renewals.

Renewals remaining = 4

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43191510				\$0.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: JVC Kenwood Items

Extended Description:

JVC/Kenwood Communications System Consisting
of Portable Radios, Mobile Radios, Accessories, Software, Repeaters, and Parts - Full Catalog

	Document Phase	Document Description	Page 3
DCR1900000048	Draft	JVC/Kenwood Full Catalog Radio communication equipment, etc	

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 6/26/203 Purchase Order #: _____

Vendor: Discount Communications and Electronics Phone #: 304-546-3443

Contact: Allen Holder Fax: _____

Address: 214 Midway Rd Alum Creek WV 25003
(Street, City, State, Zip)

[illegible]

Requested By: CPL TA ROGERS Date: 26-Jun-23

Purpose of Request: Kenwood VHF and UHF radios for new fleet 2023 Ford Interceptors

Division Commander: ☐ Denied ☒ Approved _____ Date: _____

Bureau Commander: ☐ Denied ☐ Approved _____ Date: _____

Chief of Police: M. J. [Signature] Date: 18 July 23

Budget Officer: ☐ Denied ☐ Approved _____ Date: _____

Council Action Date: _____ Account: 001-976-00-700-4-459

Resolution No. 875-23

Introduced in Council:

Adopted by Council:

September 5, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 875-23 - Authorizing the Mayor or City Manager to enter into an agreement with THP Limited to inspect and develop repair recommendations for the City of Charleston's six parking garages, where the total amount of the agreement is \$46,500, with \$31,000 coming from the parking fund and \$15,500 coming from the Coliseum and Convention Center, and where THP Limited was selected by a scoring committee following an EOI process.

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

That the Mayor or City Manager is authorized to enter into an agreement with THP Limited to inspect and develop repair recommendations for the City of Charleston's six parking garages, where the total amount of the agreement is \$46,500, with \$31,000 coming from the parking fund and \$15,500 coming from the Coliseum and Convention Center, and where THP Limited was selected by a scoring committee following an EOI process.



July 26, 2023

Chris Knox, PE
City Engineer
City of Charleston
114 Dickinson Street
Charleston, WV 25301

Subject: City of Charleston West Virginia
Parking Garage Review
THP # 23191.00

Dear Mr. Knox:

Thank you for requesting a proposal from THP to provide consulting services for a condition review and development of repair recommendations for the City of Charleston's six parking garages.

The parking garages are in the downtown area of Charleston, West Virginia. The garages are constructed with precast concrete double tee members for the supported floor structure. The garages are typically 2 to 3 bays wide with between 4 and 8 total levels, and a mix of conditioned retail / office space located on the first level.

THP understands the first phase of consulting services is to determine the current condition of the six parking garages, recommend repairs, and provide a 5-year repair and maintenance plan for the garages. The repair and maintenance plan will be prioritized by importance and include an opinion of probable construction cost for the work.

Scope and Qualifications

THP will perform our services in accordance with generally accepted standards of professional care appropriate for the size, complexity, schedule, and other characteristics of this project. Basic design services will include the following:

1. THP will review available documentation on the garages related to the structural and waterproofing systems including original construction and past restoration documents.
2. Interview City of Charleston staff to understand repair history and discuss known issues and concerns for the condition assessment efforts.
3. THP will coordinate site visits to survey the six garages. During these site visits, we will review existing conditions focusing on the following items:
 - a. Visual review of floor slabs, soffits, and structural members. The review will include the condition of sealants, expansion joint systems, and traffic membrane applications. Concrete deterioration and other visual durability/maintenance needs will be identified and estimated.

100 East Eighth Street • Cincinnati, Ohio 45202 • [O 513.241.3222](tel:513.241.3222) • [F 513.241.2981](tel:513.241.2981) • THPLTD.COM

- b. Visual review of perimeter garage walls or façade elements.
 - c. Visual review of architectural systems such as doors, hardware, and handrails.
 - d. Visual inspection of the storm water piping system and floor drains. Visual review of the slab surfaces to identify locations of ponding water.
 - e. Visual review of the stair towers, both inside and out. City of Charleston to provide a ladder or access to review the roofing.
 - f. Delamination survey of representative garage floor slabs to help determine the extent of current deterioration. Delaminations will be identified using the chain drag method. Representative areas of each garage will be surveyed. These areas will include drive lanes, parking spaces, and areas that look both visually sound and deteriorated.
 - g. Isolated hammer sounding of the beams, columns, and precast members to assess the extent of deteriorated concrete based on visual assessment.
4. THP's scope of services is limited to a review of structural and waterproofing components of the parking garage. Review of MEP, hazardous materials testing, parking control systems, accessible parking and layout, or other element is excluded from THP's scope of work. During site visits, review of conditions hidden, or indeterminable from visual assessment are excluded from THP's scope of work.
 5. Following the site visit and review of the past garages' documentation, THP will analyze the available data and develop a draft outline of recommended repair and maintenance work for each of the 6 garages over a five-year period (2024 through 2028), complete with opinions of probable contractor cost for all recommended items.
 6. THP will review the recommended repair and maintenance work with the City of Charleston. After the review, THP will develop a report which will include a review of the survey efforts, findings, and discussion of recommended repair and maintenance work for each parking garage.
 7. All recommendations will be based on conditions existing as of the dates of the survey, and assume the original design and construction met appropriate standards. Analysis of the structures for code compliance with original and present-day codes are excluded.

Fee

THP propose to provide our Basic Consulting Services for the Lump Sum fee of \$46,500. The fee is inclusive of all travel and miscellaneous expenses. The fee is itemized below:

1. Parking Garages 1, 2, 5, and 6: \$31,000
2. Parking Garages 3 and 4: \$15,500

THP is recommending the option of chloride analysis of drilled powder samples extracted from the garages. The chloride analysis will help plan if and when additional waterproofing systems are recommended for the supported levels of the garages. THP recommends three locations in each garage. Each location will consist of a sample between 0" to 1" and 1" to 2". The additional cost for the

Letter of Proposal
City of Charleston, WV Garages
July 26, 2023
Page 3

36 samples includes extraction of the concrete powder and ASTM laboratory testing. The cost for this additional testing is \$5,100 (\$850 per garage).

Please let us know if you have questions regarding the recommended scope of services and fee or require any additional information. Also let us know the next step in working through the agreement to perform this first phase of consulting services. We are looking forward to working with the City of Charleston on this project.

Very truly yours,

THP Limited, Inc.

A handwritten signature in black ink, appearing to read "Anthony Mette", written in a cursive style.

Anthony Mette, PE, SE, RWC
Principal

Cc: Terri Allen, City of Charleston
Andrew Thompson, City of Charleston
Zach Wolcott, THP
Jeremy Reis, THP

Resolution No. 876-23

Introduced in Council:

Adopted by Council:

September 5, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 876-23 - Authorizing the City Manager to enter into a lease agreement with Shean Properties West End Charleston, LLC for approximately 2,993 square feet of office space at 1412 Kanawha Blvd West to be used by the Charleston CARE Office, with the lease agreement being in substantially the same form as the attached exhibit.

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

The City Manager is authorized to enter into a lease agreement with Shean Properties West End Charleston, LLC for approximately 2,993 square feet of office space at 1412 Kanawha Blvd West to be used by the Charleston CARE Office, with the lease agreement being in substantially the same form as the attached exhibit.

WEST VIRGINIA COMMERCIAL LEASE AGREEMENT

I. THE PARTIES. This West Virginia Commercial Lease Agreement ("Agreement") made on _____, 20____, by and between:

Lessor: _____, with a mailing address of _____ ("Lessor"), and

Lessee: CITY OF CHARLESTON, a municipal corporation in Kanawha County, the State of West Virginia, with a mailing address of 501 Virginia Street East, Charleston, West Virginia 25301, on behalf of its Department CITY OF CHARLESTON'S COORDINATED ADDICTION RESPONSE EFFORT ("CARE") ("Lessee"), and collectively shall be known as the "Parties", agree as follows:

II. DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described space:

Street Address: 1412 Kanawha Blvd West, Charleston, West Virginia 25387;
Square Feet: 2,993 SF;
Type of Space: Commercial Office;
Other Description: Including parking spaces immediately adjacent to the front, side, and rear of the unit.

Hereinafter known as the "Premises."

III. USE OF LEASED PREMISES. The Lessee agrees to use the Premises ~~for all purposes legal under law~~ as office space. If the Lessee seeks to use the Premises for any other purpose legal under law, Lessee must obtain the written consent of Lessor. Lessor's consent may be withheld for any reason whatsoever. Under no circumstances may the Premises be used for a suboxone clinic or similar facilities.

IV. TERM OF LEASE. The term of this Agreement shall be for a period of five (5) years (i.e. 60 months) commencing on _____, 20____, and expiring at midnight on _____, 20____ ("Initial Term").

V. SECURITY DEPOSIT. As part of this Agreement, there shall be no deposit required for the successful performance of this Agreement.

VI. RENT. The net monthly payment shall be Two Thousand Seven Hundred Six dollars (\$2,706) payable monthly with the first payment due upon the commencement of this Agreement and each monthly installment payable thereafter in advance on the first day of each month during the term of this Lease ("Rent"). The Rent shall also be applied to any pro-rata period when the Lessee occupies the Premises for less than a one (1) month period.

VII. LATE FEE. As Lessee is a governmental entity, there shall be no late fee assessed to any Rent payment due at any time.

VIII. EXPENSES.

GROSS. It is the intention of the Parties that this Agreement is considered a "Gross Lease," and as such, the Rent is the entirety of the payments to the Lessor. Therefore, except as expressly provided herein regarding utilities, the Lessee is not obligated to pay any additional expenses, which include real estate taxes, insurance (other than on the Lessee's personal property), charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Lessor, including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage.

In addition to the Rent, the Lessee shall be responsible for the following monthly expenses: separately metered utilities for the Premises for water, gas and electricity.

IX. OPTION TO RENEW.

Lessee may have the option to renew this Agreement with a total of ____ renewal period(s) with each term being ____ year(s) ____ month(s) which may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of this Agreement or renewal period thereafter ("Renewal Periods").

Rent for each Renewal Period shall: (check one)

- ☐ - Not increase.
- ☐ - Increase as calculated by multiplying the Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.
- ☐ - Increase by ____ %
- ☐ - Increase by _____ dollars (\$_____)

The Initial Term and the Renewal Periods shall be collectively referred to as the "Term."

X. LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations, or changes of any nature (except for those listed on any

attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment therefore, except as otherwise agreed-to in writing by the Parties.

Nothing in this Agreement shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee, or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the lien removed, the Lessor shall take steps to remove the lien, and the Lessee shall pay Lessor for all expenses related to the lien and removal thereof and shall be in default of this Agreement unless otherwise cured by Lessee within 15 days after actual notice and demand therefore by Lessor.

XI. DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said Rent, and expenses as set forth herein, or any part thereof, when the same is due and payable, or shall otherwise be in default of any other terms of said Agreement for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare this Agreement terminated. It is further agreed that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past Rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action must be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

XII. LICENSES AND PERMITS. A copy of all local, state, or federal permits acquired by the Lessee which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

XIII. OBLIGATIONS OF LESSEE. The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning, and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

The Lessee shall, during the Term of this Agreement, and in the renewal thereof, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring its contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

XIV. INSURANCE. Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy.

XV. SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Agreement or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

XVI. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the Rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of

the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XVII. SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage or the Lessor under such Agreement shall agree that this Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under the said mortgage, obligation secured thereby, or agreement, so long as the Lessee shall not be in default under the terms of this Agreement. Lessee agrees that this Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, acknowledge the transfer of the Premises to the purchaser and recognize such purchaser as Lessor under this Agreement.

XVIII. MISCELLANEOUS TERMS.

- a.) Usage by Lessee. Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any reasonable insurance policies applicable to the Premises. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- b.) Signs. Lessee shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without Lessor's prior written consent, which shall not be unreasonable withheld, and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform, reasonable sign plan or policy that the Lessor may introduce with respect to the building prior to such signage being placed by Lessee in accordance with this subparagraph. Upon vacating the

Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

c.) Pets. Unless otherwise stated in this Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

d.) UTILITIES AND MAINTENANCE; REPAIRS.

1. Utilities and Maintenance: The Lessor does agree that during the term of this Agreement the following will be furnished at the Lessor's expense:

- a. A properly sized, installed and maintained heating and air-conditioning system in the Premises.
- b. Electric power and light necessary to exterior common areas of the building and parking lots of which the Premises are a unit-part.
- c. Maintenance and repair of the outside of the building and all common areas, including the sidewalk, the parking area, lawns and shrubbery, in a neat and tidy condition.

2. Repairs. The Lessee shall immediately give written notice to Lessor of any repairs that become needed to the Premises. Except when immediate access to the Premises is required in the case of an emergency, the Lessor and/or its agent shall be permitted at any reasonable business hour of the day during the term of this lease to visit and examine the Premises; and workmen may enter at any time during regular business hours, when authorized by the Lessor or the Lessor's agent to make or facilitate repairs in any part of the building whenever same shall become necessary. Provided, however, that unless immediate access to the Premises is needed for emergency repairs, Lessor will provide Lessee with at least 24 hours notice prior to entering the Premises to make repairs outside of regular business hours.

e.) Condition of Premises/Inspection by Lessee. The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement, subject to the following modifications, changes, and repairs which Lessor covenants it will complete prior to the beginning of the Initial Term:

- New Commercial Carpet to offices and new laminate to walk ways kitchen and bathroom areas.
- Fresh paint throughout.
- Replace unsightly ceiling tiles.
- All bathroom fixtures replaced with new fixtures and fittings.
- All plumbing issues fixed to ensure no leaks and all fixtures work correctly.
- Any plumbing issues that may cause mold resolved and any existing mold treated and removed.
- Remove all existing furniture.
- Update door handles to modern design with locks as required.

- Upgrade the exterior of the building to include a modern façade and necessary repairs to the parking lots to bring them up to standard.

f.) Right of Entry. It is agreed and understood that the Lessor and its agents shall have the right of entry to the Premises as specified in subparagraph (d)(2) above for purposes of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building; otherwise, Lessor and its agents shall only have the right of entry to the Premises for purposes of inspecting or showing the Premises upon Lessor providing Lessee with at least 24 hours notice prior to entering the Premises.

XIX. ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm, or corporation specified by Lessor, a statement certifying that this Agreement is unmodified and in full force and effect, or if this Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the Rent have been paid, and stating whether or not there exists any default by Lessor under this Agreement and, if so, specifying each such default.

XX. HOLDOVER. Should Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of this Agreement, or any renewal thereof, without the execution of a new agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXI. WAIVER. Waiver by Lessor of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

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

XXIII. NOTICES. Payments and notices shall be addressed to the following:

Lessor: _____

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

XXIV. AMENDMENT. No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXV. BINDING EFFECT. This Agreement and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors, and administrators.

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

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

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

XXIX. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to confirm, establish, reestablish, continue or complete any interests reasonably at issue in this Agreement.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

LESSEE'S SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

LESSOR'S SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

LESSOR'S ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____
_____ County, ss.



On this ____ day of _____, 20____, before me appeared _____, as the duly authorized representative of **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public
My commission expires: _____

LESSEE'S ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF WEST VIRGINIA
Kanawha County, ss.

On this ____ day of _____, 20____, before me appeared _____, as the duly authorized representative of **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public
My commission expires: _____

Resolution No. 877-23

Introduced in Council:

Adopted by Council:

September 5, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 877-23 - Authorizing the Mayor or City Manager to purchase emergency lighting equipment for the Charleston Police Department from SoundOff Signal in the amount of \$83,148.93 pursuant to a competitively sourced GSA contract, to be installed in twenty-seven (27) new fleet Interceptors.

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

That the Mayor or City Manager is authorized to purchase emergency lighting equipment for the Charleston Police Department from SoundOff Signal in the amount of \$83,148.93 pursuant to a competitively sourced GSA contract, to be installed in twenty-seven (27) new fleet Interceptors.

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

And Finance (referred from PS&T Committee)

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

34 from an Existing 5/8 inch Rebar with Cap; THENCE with the same, S48°11'00"E
35 135.34 feet to an Existing 5/8 inch Rebar with Cap; THENCE with the same, with
36 a curve to the left, a radius of 50.00 feet, an arc length of 74.55 feet and a
37 chord bearing and distance of N89°06'00"E 67.84 feet to an Existing 5/8 inch
38 Rebar with Cap in the northwesterly edge of Ashby Avenue (Fort Hill Drive),
39 located S46°23'00"W 97.44 feet from an Existing 5/8 inch Rebar with Cap;
40 THENCE with the line of Ashby Avenue (Fort Hill Drive), S46°23'00"W 61.28 feet
41 to an Existing Tack in a ¾ inch Iron Pipe; THENCE with the same, S46°23'00"W
42 79.17 feet to a 5/8 inch Rebar with Cap Set in the line of Werhle as described in
43 Deed Book 3174 at page 283, being located N46°23'00"E 19.97 feet from an
44 Existing 5/8 inch Rebar; THENCE with the line of Werhle as described in Deed
45 Book 3174 at page 283 with a curve to the left, a radius of 50.00 feet, an arc length
46 of 82.52, and a chord bearing and distance of N00°54'00"W 73.47 feet to a 5/8
47 inch Rebar with Cap Set; THENCE with the same, N48°11'00"W 124.16 feet to
48 the BEGINNING having bearings relative to Plat Book 9 at page 17, distances
49 being horizontal measurements, and having an area of 0.190 acres by coordinate
50 geometry.
51

52 3. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute,
53 acknowledge and deliver a proper deed conveying from the City of Charleston, a West Virginia
54 public body, to H. Bernard Werhle, III and Cecilia H. Werhle, husband and wife, all rights, title and
55 interest in and to said real property as described in Section 1 above, for the consideration of Four
56 Thousand Dollars and no cents (\$4,000.00).
57

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

MARK H. SAMPLES
ADRIENNE S. L. SAMPLES
DEED BOOK 2963 AT PAGE 31
DISTRICT 9, MAP 17, PARCEL 2

CECILIA H. WEHRLE
H. BERNARD WEHRLE, III
DEED BOOK 3011 AT PAGE 676
DISTRICT 9, MAP 17, PARCEL 4

CECILIA H. WEHRLE
H. BERNARD WEHRLE, III
DEED BOOK 3011 AT PAGE 676
DISTRICT 9, MAP 17, PARCEL 3

H. B. WEHRLE, III
CECILIA H. WEHRLE
DEED BOOK 3174 AT PAGE 283
DISTRICT 9, MAP 17, PARCEL 4

JOHN W. KEE
JERRI G. KEE
DEED BOOK 2310 AT PAGE 272
DISTRICT 9, MAP 17, PARCEL 5

PHILIP R. DIVITA
RAMONA L. DIVITA
DEED BOOK 2950 AT PAGE 104
DISTRICT 9, MAP 17, PARCEL 63

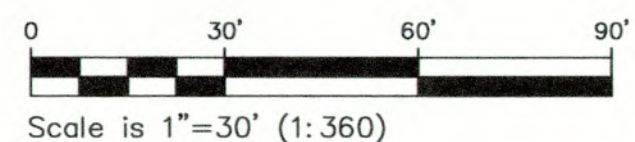


VICINITY MAP

PLAT BOOK 9 AT PAGE 17

NOTES:

1. This is a boundary survey of a portion of Hayes Avenue 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.
2. Bearings are relative to Plat Book 9 at page 17, all distances are horizontal measurements, and the area has been calculated by the coordinate geometry method.
3. The property surveyed is NOT located within any special flood hazard area according to the Flood Insurance Rate Maps for Kanawha county, panel number 54039C0407 E, having an effective date of Feb. 2nd, 2008.
4. Underground utilities shown have been marked through coordination with WV811 MISS UTILITY or by witching. These locations are approximate and care should be taken when drilling or excavating in these areas.
5. Catch basin appears to have been placed for intended future development of Hayes Avenue. It is proposed that the catch basin also be abandoned with the closure of this portion of Hayes Avenue.



Scale is 1"=30' (1:360)



REVISIONS	

399 BOWLES DODSON ROAD
RED HOUSE, WV 25168
(304) 421-8373
robfuller.pls4753@rocketmail.com

FIRST LINE
SURVEYING

Prepared for:
Henry Bernard Wehrle
Cecilia H. Wehrle
401 Fort Hill Drive
Charleston, WV 25314

Right-of-Way Abandonment
Survey of a portion of:
Hayes Avenue
City of Charleston
South Annex District (formerly Loudon), Kanawha County, WV

PROJECT #	230617	SHEET
DATE	07-01-23	1
SCALE	1"=30'	OF 1
DRAWN BY	RKF	

Bowles Rice

Attorneys at Law

600 Quarrier Street, Charleston, WV 25301
P.O. Box 1386, Charleston, WV 25325-1386
304.347.1100

Scott Barnette
sbarnette@bowlesrice.com
T 304.347.1753
F 304.343.2867

101 South Queen Street
Martinsburg, WV 25401

125 Granville Square, Suite 400
Morgantown, WV 26501

501 Avery Street
Parkersburg, WV 26101

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, PA 15317

480 West Jubal Early Drive, Suite 130
Winchester, VA 22601

July 17, 2023

bowlesrice.com

City of Charleston
Planning Department
Attn: Dan Vriendt, City Planner
915 Quarrier Street, Suite 1
Charleston, WV 25301

HAND DELIVERY

Re: Application to Close a Portion of Hayes Avenue

Dear Mr. Vriendt:

Please accept this correspondence, along with the enclosures, on behalf of H.B. ("Bernie") Wehrle, III, and Cecilia H. Wehrle (hereinafter collectively "Applicants") for the Application to Close a portion of Hayes Avenue consisting of 0.190 acres (hereinafter "Proposed Closure").

The Proposed Closure involves a section of Hayes Avenue that is surrounded by property owned by the Applicants. There are no adverse effects to the public associated with the Proposed Closure because the portion of Hayes Avenue that will be abandoned is a dead end that only provides access to two properties, both of which are now owned by the Applicants, and the Proposed Closure would benefit the City of Charleston ("City") because it will reduce the costs associated with road maintenance and upkeep.

According to the "Survey of a portion of: Hayes Avenue City of Charleston South Annex District (formerly Loudon), Kanawha County, WV" dated July 7, 2023, completed by Robert Keith Fuller, P.S. No. 2256, included in the packet submitted ("Survey"), indicates that there no encroachments on the Proposed Closure, other than a Drop Inlet (Catch Basin) located on the southeastern portion of the Proposed Closure near its intersection with Ashby Avenue. If the Drop Inlet (Catch Basin) will no longer be necessary after the abandonment of the Proposed Closure, we are requesting that the Drop Inlet (Catch Basin) also be abandoned. If this Drop Inlet (Catch Basin) remains necessary for existing road drainage, we propose that the City retain an easement for the Drop Inlet (Catch Basin).

Please find the following: (1) Checklist for Application; (2) \$125.00 check payable to the City of Charleston for the filing fee; (3) Proposed Bill sponsored by Chad Webb, a member of the Charleston City Council; and (4) the Survey and Metes and Bounds Legal Description of the Proposed Closure (6 originals). The appraisal is being completed by Dean Dawson. We will provide you a copy of the appraisal as soon as its available. Please contact our office if you require any additional information or documentation.

Sincerely,


Scott Barnette

SB:km
Enclosures

15910703.2

City of Charleston
Checklist for Application to Close City Streets, Alleys or Rights-of-Way

Applicant Information	Property Information
Name: H. B. Wehrle, III and Cecilia H. Wehrle	Street, Alley, or Right-of-way to be closed or abandoned:
Address: 401 Fort Hill Drive Charleston, WV 25314	Tax Map and Parcel:
Phone: 304-347-1753 - Work 304-539-2097 - Mobile	Agent's Name if Different from Applicant: Scott Barnette, Attorney Bowles Rice LLP

IMPORTANT: This application must be typed or legibly printed and filed by the filing deadline with the Planning Department in person or by mail to 915 Quarrier Street, Suite 1 Charleston, WV 25301. The following items must accompany this application: 1) a narrative justification to close the right-of-way, including the information outlined below; 2) a Bill sponsored by a member of Charleston City Council using the format of the sample provided; 3) supporting documentation; and 4) a \$125.00 filing fee in the form of a check or money order made payable to the City of Charleston. In addition, you or your representative must be present at the scheduled public hearing in order to present your request and answer questions. THE PLANNING DEPARTMENT WILL NOT ACCEPT ANY INCOMPLETE APPLICATIONS.

JUSTIFICATION

The following information must be included in a written justification for the closure:

- ☒ A statement outlining the reason for the requested closure. This statement includes the proposed benefit to the public as a result of the abandonment.
- ☒ A statement of justification for the proposed closure. This statement will include circumstances pertaining to the subject property such as topography, limited access, or other physical restraints.
- ☒ A statement regarding the current use of the street or alley or right-of-way. This statement includes information as to whether or not the property is currently a part of the City's pattern of roadways.
- ☒ A statement identifying any encroachment (buildings, fences, etc.) on the subject property.
- ☐ If applicable, a request that the property be donated along with a determination of eligibility for donation.
- ☐ If applicable, documentation that the petitioners are low to moderate income.

BILL

A Bill must be submitted along with the above justification.

- ☒ Name of sponsoring member of City Council.
- ☒ Formatting exactly as shown on the attached sample bill. Use Arial 12 pt type and line numbering. The Planning Department will acquire a bill number.

SUPPORTING DOCUMENTATION

The following supporting documentation must also be submitted with this application:

In process A current certified appraisal.

- ☒ A survey map of the property requested to be closed. The survey map must provide the names and tax map and parcels numbers of all adjacent property owners.
- ☒ A metes and bounds legal description of the property requested to be closed.

Applicant Signature: Scott E Barnette, Agent **Date:** 7/17/23

APPRAISAL REPORT

WEHRLE-CITY OF CHARLESTON

Hayes Avenue Right-of-Way
Charleston, West Virginia 25314

VALUATION DATES

As-Is Market Value: July 19, 2023

Date of Report: July 24, 2023



PREPARED BY

Dean E Dawson
The RPC Group
3006 Mt. Vernon Rd, Ste 1010
Hurricane, WV 25526
File No: 23070059

PREPARED FOR

Scott Barnette
Bowles Rice LLP
600 Quarrier Street,
Charleston, West Virginia 25301
Bowles Rice LLP File No: Wehrle



The RPC Group
3006 Mt. Vernon Rd, Ste 1010
Hurricane, WV 25526
+1 (304) 205-0960

July 24, 2023

Scott Barnette

Bowles Rice LLP
600 Quarrier Street
Charleston, West Virginia 25301

RE: Appraisal Report
Wehrle-City of Charleston
Hayes Avenue, Charleston, West Virginia 25314
The RPC Group File No: 23070059
Bowles Rice LLP File No: Wehrle

Mr. Barnette:

This appraisal report satisfies the scope of work and requirements agreed upon by Bowles Rice, LLP and The RPC Group, LLC. At the request of the client, this appraisal is presented in an Appraisal Report format as defined by USPAP Standards Rule 2-2(a). My appraisal format provides a summary description of the appraisal process, subject and market data, and valuation analyses.

The subject, a 0.190-acre parcel located at Hayes Avenue in Fort Hill, Charleston, WV, is a city owned right-of-way servicing two single-family residential properties. The parcel is not independently developable given its size and shape, thus considered a remnant with limited marketability. The highest and best use for this parcel is assemblage with the adjacent site. The parcel adds to the continuity and privacy of the abutting parcels owned by Cecilia and Bernard Werhle.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple Interest). The following table conveys the final opinion of value that is developed in this appraisal:

MARKET VALUE CONCLUSION				
VALUATION SCENARIO	INTEREST APPRAISED	EXPOSURE TIME	EFFECTIVE DATE	VALUE
As-Is Market Value	Fee Simple Interest	12 to 18 Months	July 19, 2023	\$4,000

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. *USPAP* defines an Extraordinary Assumption as, "an assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions". *USPAP* defines a Hypothetical Condition as, "that



The RPC Group
3006 Mt. Vernon Rd, Ste 1010
Hurricane, WV 25526
+1 (304) 205-0960

which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis”.

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at my opinion of value are fully discussed below. I advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

No Extraordinary Assumptions were made for this assignment.

HYPOTHETICAL CONDITIONS

The use of a hypothetical condition may have impacted the results of the assignment. The client has requested a value as if the street partition exists as of the effective date of value. As this is contrary to a known fact, the value is subject to a hypothetical condition.

RELIANCE LANGUAGE

The appraiser will have no legal liability to any third party who claims to have relied upon the report, in whole or in part, for any purpose, whatsoever, unless such reliance was agreed to, in advance, by the appraiser, in writing. This reliance expectation extends only to those intended users identified and disclosed by the appraiser in the appraisal report.

My opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will influence the subject's value.

The signature below indicates my assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If there are any specific questions or concerns regarding the attached appraisal report, or if The RPC Group can be of additional assistance, please contact the individual listed below.

Respectfully Submitted,

THE RPC GROUP

Dean E. Dawson
Certified General Real Estate Appraiser
West Virginia License No. CG402
Expiration Date 9/30/2023
(304)205-0960
dean@trpcg.com

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EXECUTIVE SUMMARY

PROPERTY IDENTIFICATION

Name	Remnant Parcel
Property	Land - Residential
Address	Right-of-Way Hayes Avenue
City, State Zip	Charleston, West Virginia 25314
County	Kanawha County
MSA	Charleston
Market / Submarket	Charleston / Fort Hill
Geocode	38.354281,-81.653974
Census Tract	54-101-970102

SITE DESCRIPTION

Number of Parcels	1	
Assessor Parcel Number	Unnamed	
Land Area	Square Feet	Acres
Usable	8,276	0.19
Unusable	0	0
Total	8,276	0.19
Zoning	R-2 Single Family Residential (R-2)	
Shape	Irregular	
Topography	Level at street grade	
Flood Zone	Zone X (Unshaded)	

QUALITATIVE ANALYSIS

Site Quality	Poor
Site Access	Average
Site Exposure	Average
Site Utility	Poor

HIGHEST & BEST USE

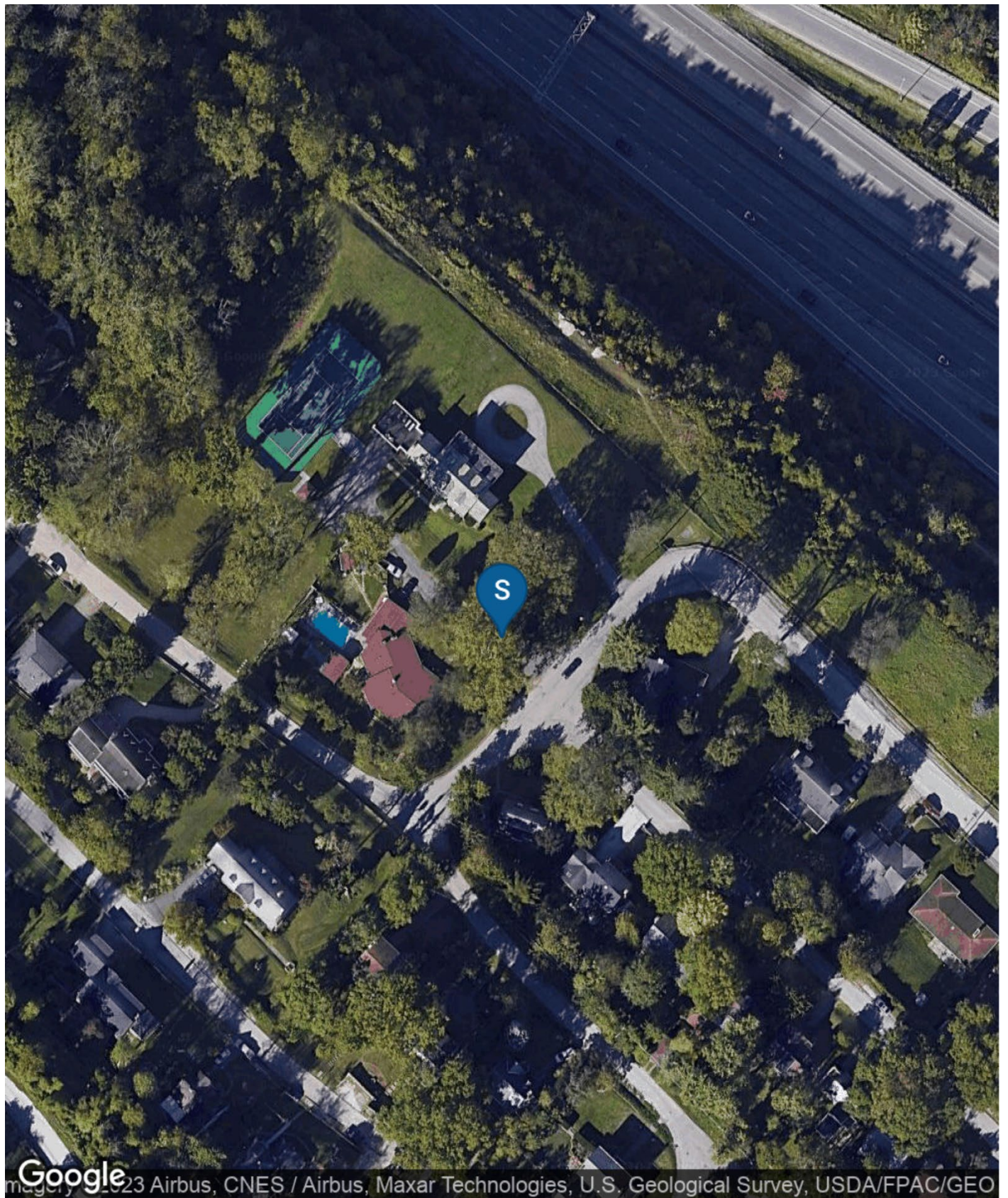
Proposed Construction	No
As Vacant	Vacant, non-developable, assemblage
As Improved	No Improvements

EXPOSURE & MARKETING TIME

Exposure Time	12 to 18 Months
Marketing Time	12 to 18 Months

VALUE CONCLUSION

VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple Interest
Exposure Time	12 to 18 Months
Effective Date	July 19, 2023
Sales Comparison Approach	\$4,000
Cost Approach	Not Presented
Income Capitalization Approach	Not Presented
FINAL VALUE CONCLUSION	\$4,000



Google
imagery © 2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO

SUBJECT PROPERTY PHOTOGRAPHS



ROW WEST FROM ASHBY AVENUE



ROW EAST FROM WERHLE PROPERTY



ASHBY AVENUE SCENE EAST



ASHBY AVENUE SCENE SOUTH



ASHBY AVENUE SCENE NORTH

IDENTIFICATION OF ASSIGNMENT

PROPERTY IDENTIFICATION

The property is an 8,276 SF (0.19 acre) parcel at the intersection of Hayes Avenue and Ashby Avenue in Fort Hill, Charleston, WV. The parcel extends Hayes Avenue (right-of-way) to service two residential properties, both owned by Cecilia and Bernard Werhle. I have relied on an exhibit map provided by the client to determine the features of the subject. The subject is improved with paved single lane road. It is unknown if there are public utilities within the boundaries.

LEGAL DESCRIPTION

Forty-Foot Right-of-Way Parcel Hayes Avenue Part of a Larger Parcel (Ashby Avenue).

CLIENT IDENTIFICATION

The client of this specific assignment is Bowles Rice LLP and their client, Cecilia and Bernard Wehrle, III.

INTENDED USE & INTENDED USERS

The intended use of this appraisal is to assist the client with a potential acquisition involving this asset. Bowles Rice LLP, their client Cecilia and Bernard Wehrle, III, or assigns are the only intended users of this report.

RELIANCE LANGUAGE

The appraiser will have no legal liability to any third party who claims to have relied upon the report, in whole or in part, for any purpose, whatsoever, unless such reliance was agreed to, in advance, by the appraiser, in writing. This reliance expectation extends only to those intended users identified and disclosed by the appraiser in the appraisal report.

PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple Interest).

PERSONAL PROPERTY

There is no personal property included in this valuation.

PROPERTY AND SALES HISTORY

Current Owner

The subject property is currently under the ownership of the City of Charleston, according to the Kanawha County records.

Current Pending Sale/Under Contract

The Wehrle's are in negotiations with the City of Charleston to purchase the subject. The specifics of the negotiations are not known.

Three-Year Sales History

According to county records there has been no transfer of ownership of the subject property in the past three years nor has it been listed for sale in the last 12 months.

EXPOSURE & MARKETING TIME

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion formed herein.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. In the recent past, the volume of competitive properties offered for sale, sale prices, and vacancy rates have fluctuated little. Sale concessions have not been prevalent. The following information is used to estimate exposure time and marketing time for the subject:

EXPOSURE & MARKETING TIME			
SOURCE	YEAR/QUARTER	MONTHS RANGE	AVERAGE
General Trend	2023/3rd	12 to 18	15.0
OVERALL AVERAGE			15.0
Exposure Period Conclusion		12 to 18 Months	
Marketing Time Conclusion		12 to 18 Months	
Most Probable Buyer		Owner-User	

Exposure Time Conclusion

The subject is a 40-foot right-of-way totaling 0.190-acres (8,276 SF) located at Hayes Avenue in the Fort Hill area of Charleston, Kanawha County, West Virginia. Considering these factors, a reasonable estimate of exposure time for the As-Is Market Value (Fee Simple Interest) is 12 to 18 months.

Marketing Time Conclusion

A marketing time estimate is a forecast of a future occurrence. History should be considered as a guide, but anticipation of future events & market circumstances should be the prime determinant. Overall market conditions are expected to remain stable, so a marketing time of 12 to 18 months is predicted for the subject.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple interest.

Fee Simple Interest

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.²

¹ Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C -Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

² The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

VALUE SCENARIO

As-Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.³

SCOPE OF WORK

The scope of work for this appraisal assignment is outlined below:

- ▶ The appraisal analyzes the regional and local area profiles including employment, population, household income and real estate trends. The local area was inspected to consider external influences on the subject.
- ▶ The appraisal analyzes legal and physical features of the subject including site size, flood zone, site zoning, easements, encumbrances, site access and site exposure.
- ▶ The appraisal includes a market analysis for the Charleston market and Fort Hill submarket using supply and demand data. Conclusions were drawn for the subject's competitive position given its physical and locational features, current market conditions and external influences.
- ▶ The appraisal includes a Highest and Best Use analysis and conclusions have been completed for the highest and best use of the subject property As Vacant. The analysis considered legal, locational, physical, and financial feasibility characteristics of the subject site.
- ▶ In selecting applicable approaches to value, the appraiser considered the agreed upon appraisal scope and assessed the applicability of each traditional approach given the subject's characteristics and the intended use of the appraisal. As a result, this appraisal developed Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Interest).
- ▶ The assignment was prepared as an Appraisal Report in accordance with USPAP Standards Rules 2, with the analysis stated within the document and representing a summarized level of analysis.
- ▶ The author of this report is aware of the Competency Rule of USPAP and meets the standards.

ASSISTANCE PROVIDED

None.

SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

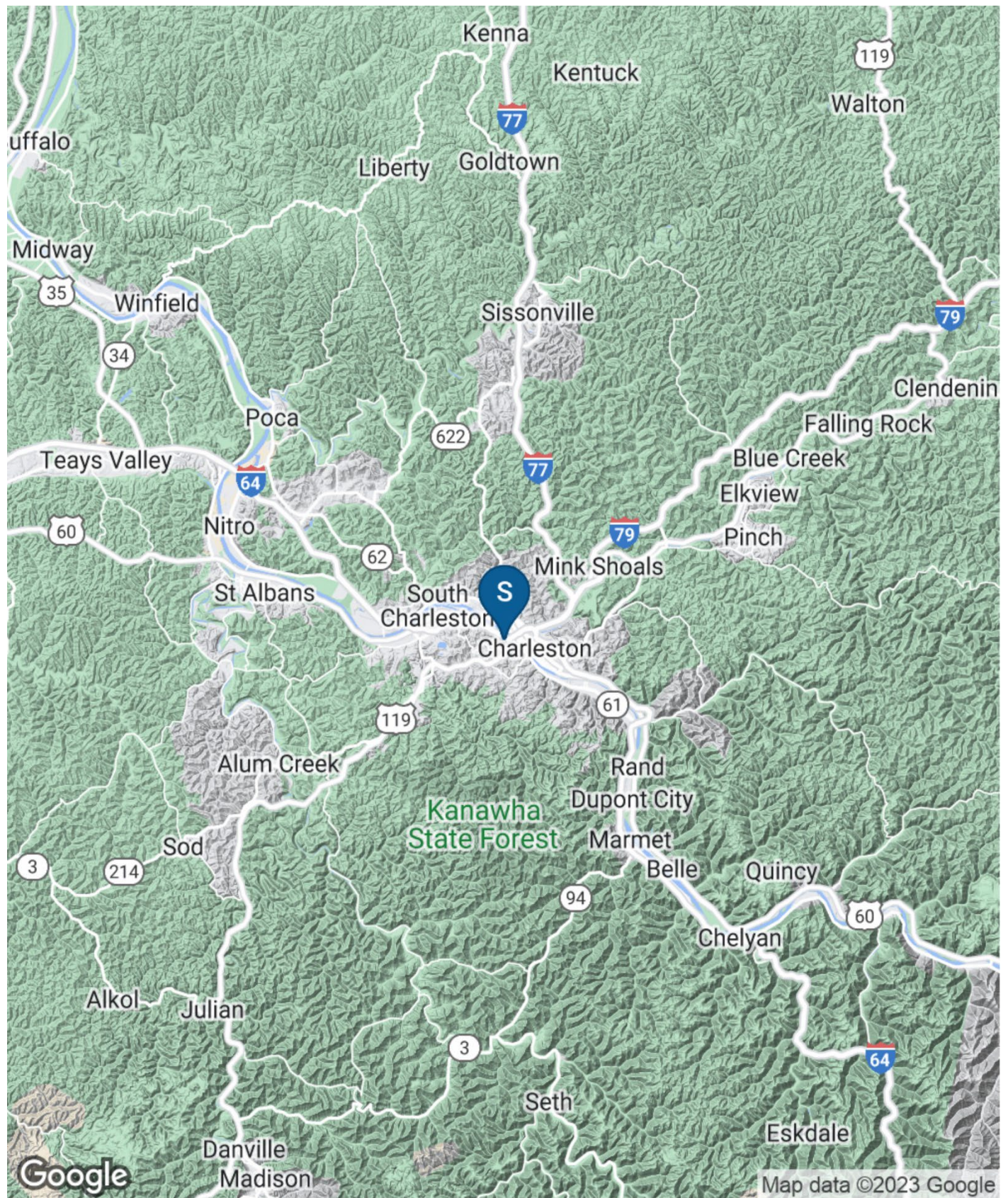
INFORMATION PROVIDED	
Property Assessment & Tax	Kanawha County Assessor
Zoning & Land Use Planning	City of Charleston Zoning
Site Size	Kanawha County Assessor
Building Size	Kanawha County Assessor
Supply & Demand	CoStar
Flood Map	FEMA
Demographics	STDB On-Line
Comparable Information	MLS Public Records Confirmed by Local Agents
Legal Description	Client

³ The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

The lack of unavailable items could affect the results of this analysis. As part of the general assumptions and limiting conditions, the subject is assumed to have no adverse easements, encroachments, or be impacted by adverse environmental conditions.

SUBJECT PROPERTY INSPECTION

PROPERTY INSPECTION				
APPRAISER	INSPECTED	EXTENT	DATE	ROLE
Dean E Dawson	Yes	Site	July 19, 2023	Primary Appraiser



INTRODUCTION

To understand the subject's position in the local area, I have undertaken a brief analysis to determine how trends—both historical and projected—in population, employment, personal income, and housing impact supply and demand influence the area. This analysis begins on a broader spectrum, and without respect to the subject itself, and is highlighted in the Local Area Analysis. Second, I undertake a more narrowly focused study of the attributes as they relate directly to the subject and the neighborhood. This discussion is presented in the forthcoming Neighborhood Analysis.

LOCAL AREA ANALYSIS

The property is in Charleston, West Virginia, the state capitol, and part of the Charleston Metropolitan area. The Charleston Metropolitan area is defined by three counties: Kanawha, Clay, and Boone. The map on the previous page illustrates the property's location relative to metropolitan area. Much of this MSA is better known as the Kanawha Valley, a unique and interesting collection of more than a dozen riverfront municipalities and many unincorporated and rural communities. Its geographic location, mountainous terrain, mild climate, abundant natural resources, diverse economy, culture, and history combine to create unique problems, strengths, and opportunities for economic development.



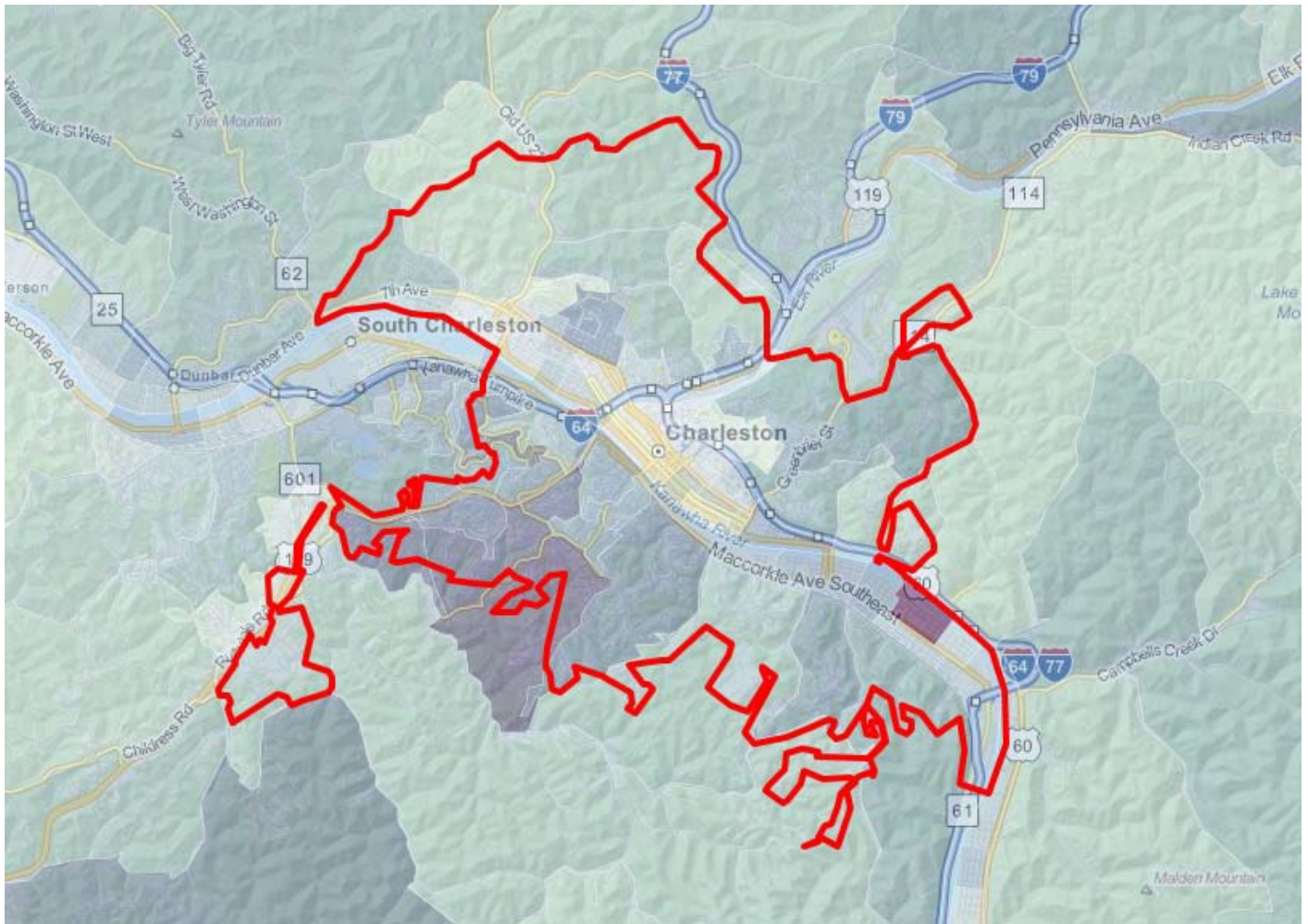
Source: Charleston Area Alliance

Charleston is the largest city in West Virginia and considered the business, financial, governmental, and cultural hub of the state. Even with its higher population density the area keeps its small-town feel. The city population does, however, show declining the past thirty years. This is not out of the ordinary with suburban expansions. Charleston's regional draw for employment consists of nine counties and an about 30–55-mile radius.

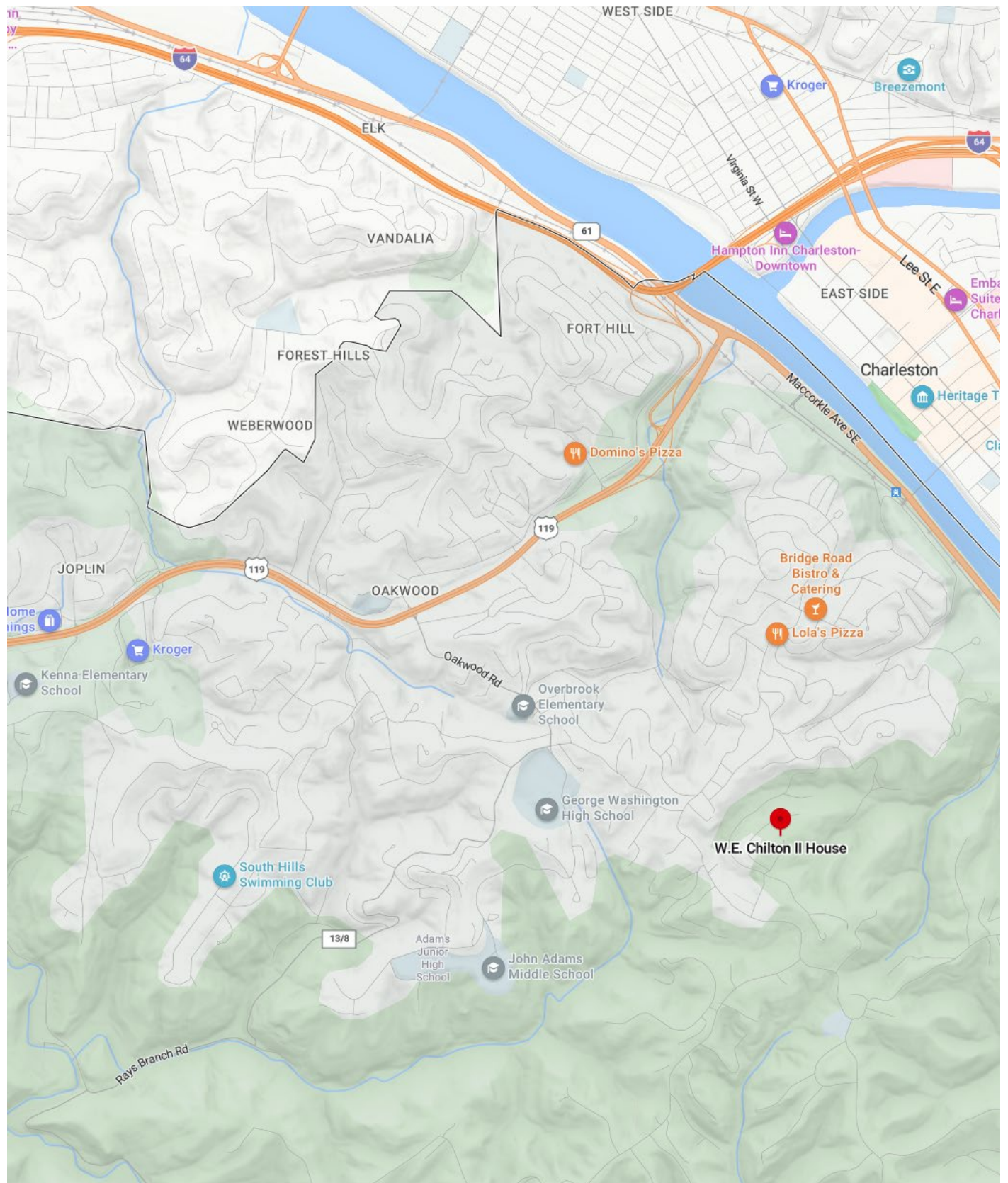
Employment centers of Charleston are the State Capitol Complex, Charleston's Central Business District, and several large medical campuses. Access to the area is good with interstates 64, 77 and 79 converging within Charleston. The Kanawha River provides access to most of the eastern and central state's waterway systems. This transportation system has added significantly to the diversity and health of the area.

The Charleston downtown area offers a variety of specialty shops, fine cuisine, bookstores, art galleries, museums, café, farmer's market, theater, and the civic center. The downtown markets a progressive atmosphere to business through technology and preservation supported by a small-town feel.

The area offers three colleges and universities and several community colleges. Many public and private secondary schools are intermixed within the neighborhoods. The Kanawha County library located downtown Charleston recently was rehabbed to a modern facility. The Clay Center, also downtown, offers a variety of arts and sciences under one roof.



NEIGHBORHOOD AREA MAP



NEIGHBORHOOD ANALYSIS

The subject property is in South Hills area of Charleston, specifically Fort Hill. The neighborhood boundaries extend from the Kanawha River to Middle Ridge on a north south axis and from MacCorkle Avenue to RHL Boulevard on an east west axis. Route 119 provides a short commute to Interstate 64/77,79 allowing residents easy access to employment centers in the region of Charleston. The West Virginia Department of Transportation is working on the Jefferson Road Improvement Project, an upgraded roadway between MacCorkle Avenue and Corridor G. The project impact will be positive.

The neighborhood comprises primarily of residential uses constructed in the 1900 to 1960's on varying size lots of average quality construction. The housing stock is diverse with effective ages generally less than actual ages. Most homes show average quality materials used and display a moderate level of conformity and compatibility. Most neighborhood homes are owner occupied; many by original owners. The recent development of vacant lots (in-fill) in the general area has been directed toward larger and higher price homes (\$450,000 - \$2,000,000) with a median price of existing homes at \$275,000.

Commercial and light industrial uses are intermixed, but most are concentrated along the main arteries like Corridor G. Commercial development exists in small retail and professional office buildings along the main arterial streets. Southridge Centre, Dudley Farms, and The Shops at Trace Fork off 214 and nearby offer are major retail development hubs for the Charleston and South Charleston areas. Nearby Ashton Place, anchored by Kroger, is a smaller community strip mall that offers a variety of smaller, specialized shops.

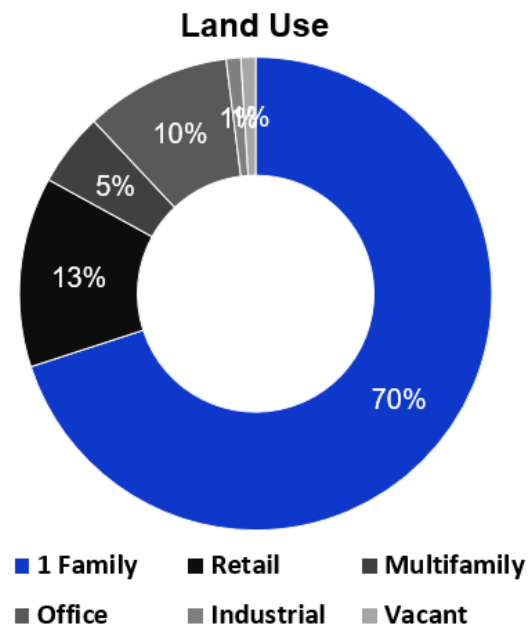
Location	☐ Urban	☒ Suburban	☐ Rural	Population Trend	☐ Up	☒ Stbl	☐ Dn
Build Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%	Employment Trend	☐	☒ X	☐
Built Up ☒ Fully Dev.	☐ Rapid	☐ Steady	☐ Slow	Personal Income Level	☐	☒ X	☐
Property Values	☒ Increasing	☐ Stable	☐ Declining	Retail Sales	☐	☒ X	☐
Demand/Supply	☒ Shortage	☐ In Balance	☐ Over Supply	New Construction	☐	☒ X	☐
Vacancy Trend	☐ Increasing	☒ Stable	☐ Declining	Vacancy Trend	☐	☐	☒ X
Change in Economic Base	☐ Likely	☒ Unlikely	☐ Taking Place	Rental Demand	☒ X	☐	☐

Land Use Trends

Present Land Use	Supply/Demand			Vacancy
	Under	In Bal.	Over	
70% 1 Family	☒ X	☐	☐	0-1%
13% Retail	☐	☒ X	☐	5-10%
5% Multifamily	☐	☒ X	☐	5-10%
10% Office	☐	☒ X	☐	5-10%
1% Industrial	☐	☒ X	☐	10%
1% Vacant	☐	☒ X	☐	
100%				

Change in Land Use	Likely	☐
	Not Likely	☒ X
	Taking Place	☐

Residential Price Range: \$60,000 to \$2,000,000; Multi-family
Price Range: \$30,000 to \$100,000 per unit; Rental Range \$400 to
\$2,500 per month with 2% to 4% vacancy.



SURROUNDING LAND USES

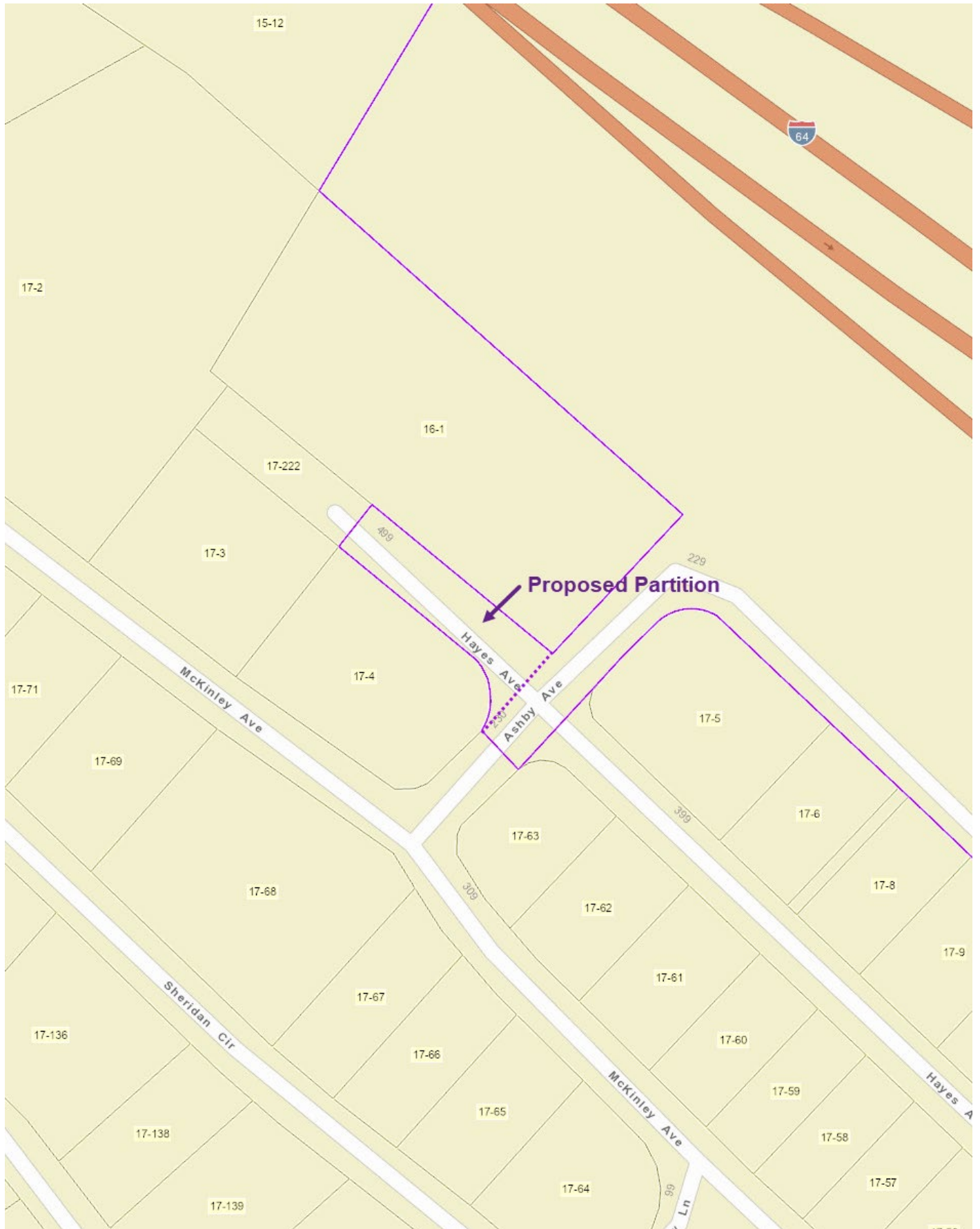
The surrounding land uses are residential to the north, west, and south. Ashby Avenue, a public street, bounds west.

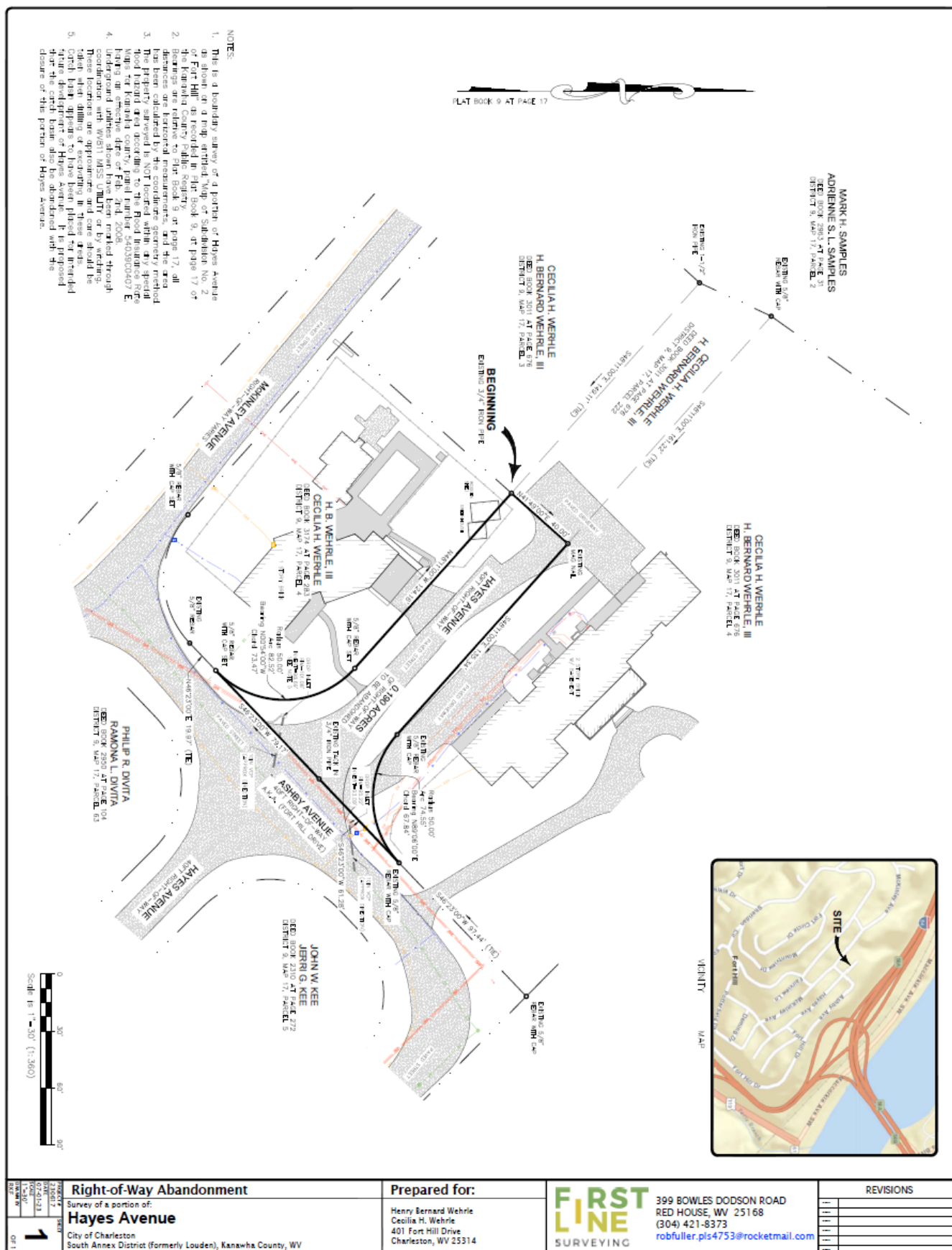
SITE DESCRIPTION

The subject property consists of one parcel with a total site area of 8,276 SF (0.19 AC) which is based on information obtained from the client supplied survey completed by First Line Surveying. For the purposes of this report, I have relied on this site area and reserve the right to amend my analysis if the boundaries and size would change. The subject's physical characteristics make this land surplus. The following summarizes the salient features of the subject site.

Address	Hayes Avenue, Charleston, West Virginia.	
Census Tract	54-101-970102	
Number of Parcels	1	
Assessor Parcel	Unnamed	
Land Area	Square Feet	Acres
Economic Unit (Primary) Site Siz	8,276	0.19
Usable Site Size	8,276	0.19
Unusable Site Size	0	0
Total Land Area	8,276	0.19
Excess/Surplus Land	No	
Corner	No	
Site Topography	Level to slope	
Site Shape	Irregular	
Site Grade	At street grade	
Site Quality	Poor	
Site Access	Average	
Site Exposure	Average	
Site Utility	Poor	
Utilities	Public	
Comments	The subject is a severed parcel from the city street right-of-way. The abandoned parcel serviced two residential properties owned by the Werhles.	
Adjacent Properties		
North	Residential	
South	Residential	
East	Ashby Avenue	
West	Residential	
Accessibility	Access to the subject site is considered average overall.	
Exposure & Visibility	Exposure of the subject is average with access and frontage on Ashby Avenue, the public artery.	
Flood Plain	Zone X (Unshaded). This is referenced by Panel Number 54039C0407E, dated February 06, 2008. Zone X (unshaded) is a moderate and minimal risk area. Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local storm water drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities but is not required by regulation in these zones. Nearly 25% of all	

	flood claims filed are for structures located within these zones. Minimal risk areas outside the 1% and 0.2% annual chance of floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)
Easements	A preliminary title report was not available for review. During the property inspection, no adverse conditions were noted. This appraisal assumes that there are no adverse conditions present. If questions arise, further research is advised.
Soils	A detailed soils analysis was not available for review. Based on development patterns, it appears the soils are stable and suitable for improvements.
Hazardous Waste	I have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.
Site Rating	Overall, the subject site is considered a poor land site for development. Its shape and size prohibit development.
Site Conclusion	In conclusion, the site's physical characteristics appear to be restricted most potential uses.







H I G H R I S K Zone AE 1-Percent-Annual-Chance Flood Hazard Area With Base Flood Elevation (BFE) Floodway Regulatory Floodway in AE Zone Zone A 1-Percent-Annual-Chance Flood Hazard Area Without BFE (may have Advisory Flood Heights) Advisory 1-Percent-Annual-Chance High Risk Advisory Download the Full Legend for all flood tool symbols https://www.mapwv.gov/flood/map/docs/wv_flood_tool_legend.pdf Disclaimer: The online map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. Refer to the official Flood Insurance Study (FIS) for detailed flood elevation data in flood profiles and data tables. WV Flood Tool (https://www.mapwv.gov/flood) is supported by FEMA, WV NFIP Office, and WV GIS Technical Center.		Flood Info Location Map created on 7/17/2023	
User Notes		Flood Hazard Area Location is NOT WITHIN any identified flood hazard area. Unmapped flood hazard areas may be present.	
Flood Zone Stream Watershed (HUC8)		Out of Flood Zone <n/a>	
Flood Height Water Depth Elevation		Flood Height 6a N/A 828.7 ft (Source: FEMA 2018-20) (NAVD88)	
Community & ID FEMA Map & Date Location (lat, long)		<n/a> 54039C0407E; Effective Date: 2/6/2008 (38.354379, -81.654095) (WGS84)	
Parcel ID E-911 Address		No Parcel	

CURRENT TAXATION & ASSESSMENT DESCRIPTION

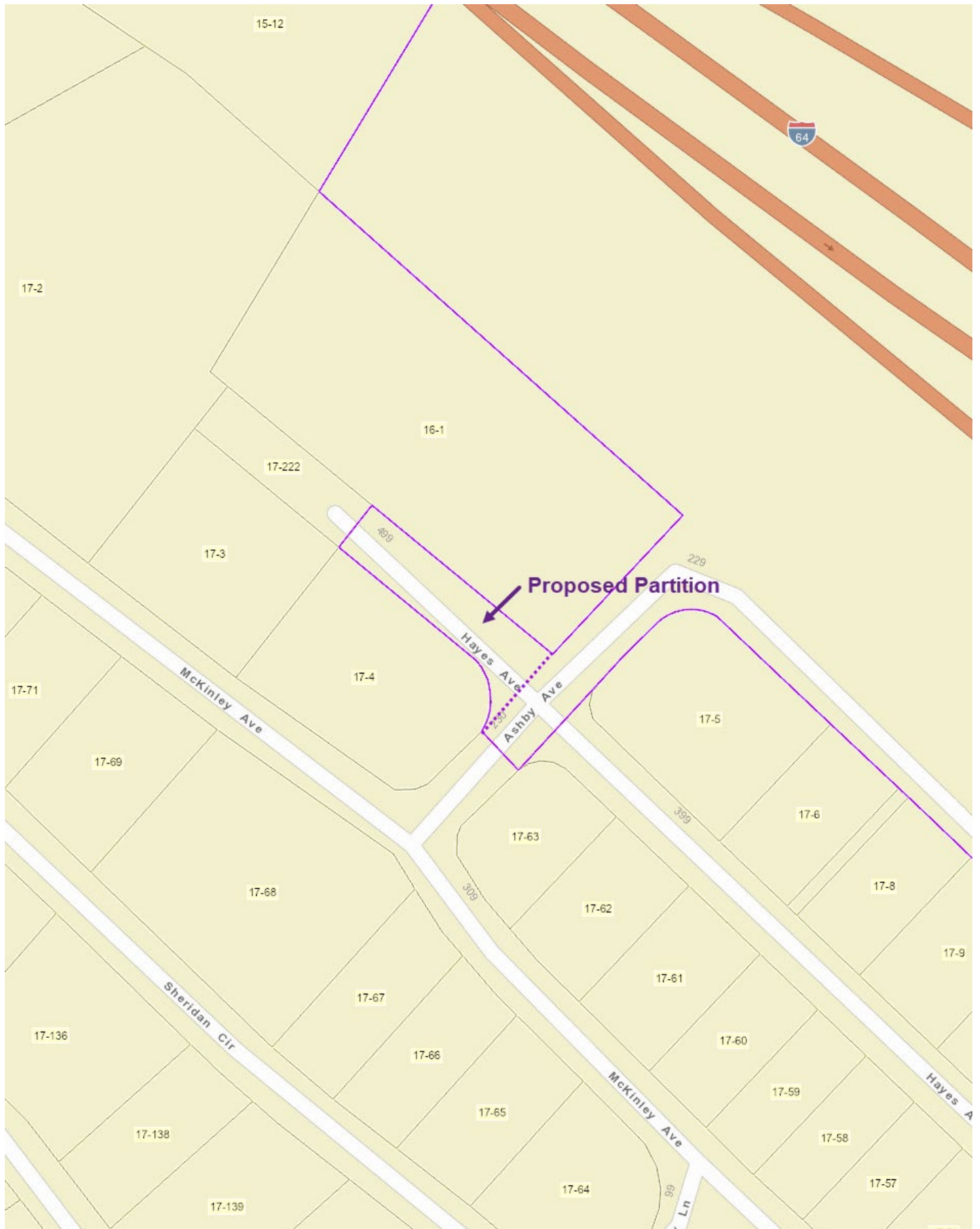
In West Virginia, the assessed market value for residential land should be determined through the sales comparison approach. Often this is accomplished through mass appraisal. The total assessment for the subject property for the tax year 2023 is \$0. The property is owned by the City of Charleston which is tax exempt. The assessed values and property taxes for the current year are summarized in more detail in the following table.

ASSESSMENT & TAXES (2023)						
TAX RATE AREA				TAX RATE		#DIV/0!
ASSESSOR PARCEL #	LAND	IMPROVEMENTS	TOTAL	EXEMPTIONS	TAXABLE	BASE TAX
Unnamed	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal \$/Total Land Area	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BASE TAX \$/TOTAL LAND AREA / \$ TOTAL					\$0.00	\$0
MARKET "EQUALIZED VALUE"						
COMPONENT	EQUALIZED RATIO			EQUALIZED VALUE		
Market "Equalized Value"	60.0%			\$0		

Source: Kanawha County Sheriff Department

CONCLUSION

Future assessments will occur annually on July 1st (next assessment to be in July 2024). In this instance, the assessment is equal to the market value multiplied by the assessment ratio (60%). The Kanawha County Assessor usually reassesses upon sale based on the foregoing and the current assessment's relationship to market value, I perceive that the risk of significant reassessment is slim.



ZONING

The subject is in the R-2 Single Family Residential zoning area. Per Article 4 of the City of Charleston zoning ordinance, the purpose of the R-2 Single Family Residential District is to provide for attractive single family neighborhoods for residents who prefer larger lot sizes and rarely desire to live near other types of uses; and preserve the desirable character of existing single family neighborhoods, and protect single family residential areas from change and intrusion that may cause deterioration, and provide for adequate light, ventilation, quiet, and privacy for neighborhood residents.

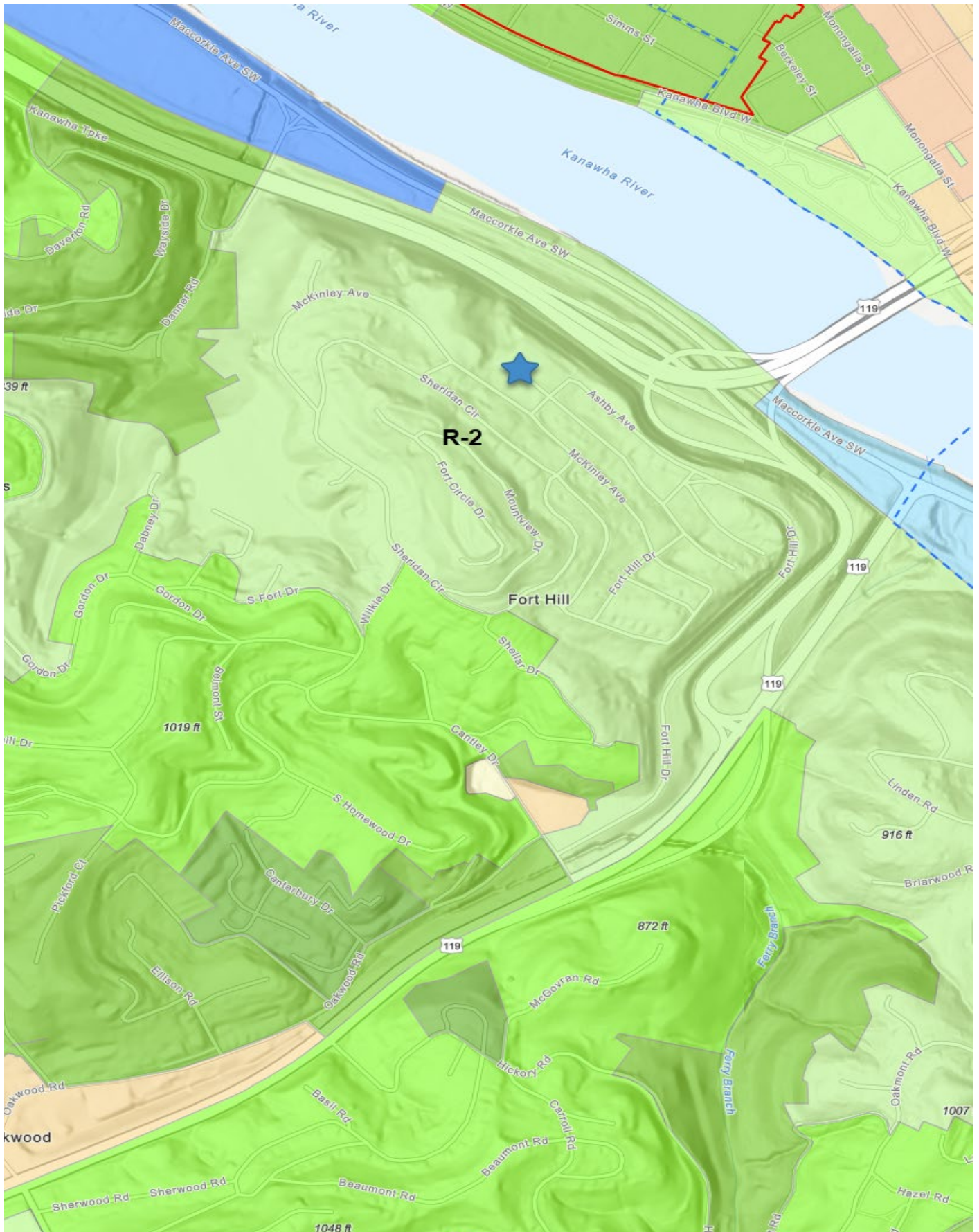
ZONING	
Designation	R-2 Single Family Residential (R-2)
Zoning Authority	City of Charleston
Permitted Uses	Single family, manufactured home, modular home.
Prohibited Uses	Residential (Single-family)
Current Use	Residential (Single-family) Land
Current Use Legally Permitted	Yes
Conforming Use	No. The site size does not meet the minimal of 10,000 square feet.
Conforming Lot	No. The site size does not meet the minimum of 10,000 square feet.
Zoning Change	Not Likely
Max Permitted Height	35 feet
Parking Requirement Spaces/Unit	2
Max Permitted Site Coverage	50%
Min Permitted Site Area (SF)	10,000
Front (Feet)	25
Rear (Feet)	30
Side (Feet)	8

Source: City of Charleston Planning & Zoning Department

ZONING CONCLUSION

The current permitted use for the subject property is residential (single-family). The site size does not conform to the minimum lot size. Assemblage is the only reasonable option. A zoning change for the subject is not anticipated.

ZONING MAP



INTRODUCTION

The highest and best use of the subject property provides the foundation for the valuation section. Highest and best use is defined in the 7th edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2022), as follows:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.
3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.

Highest and best use analysis uses the following steps for the subject:

- ▶ Highest & Best Use As Vacant
- ▶ Determination of the ideal improvements
- ▶ Highest & Best Use As Improved
- ▶ Conclusion of the Highest & Best Use

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the macroeconomic overview of a general market study, through more detailed marketability studies and analyses of financial feasibility, to the formal analysis of highest and best use. In theory, the highest and best use is commonly described as that reasonable and most profitable use that will support its highest present value. The highest and best use, or most profitable use, must be legally permissible, physically possible, financially feasible, and maximally productive.

This section develops the highest and best use of the subject property As Vacant.

AS VACANT ANALYSIS

In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the site. The legal factors influencing the highest and best use of the site are primarily government regulations such as zoning ordinances. Permitted uses of R-2 Single Family Residential (R-2) are residential. The site size does not meet the minimum requirements of 10,000 square feet for R-2. Zoning change is not likely, so uses outside of those permitted by the R-2 zoning are not considered moving forward in the as-vacant analysis.

Physical Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. In terms of physical features, the subject site totals 0.190-acres (8,276 SF), it is irregular in shape and has mostly level topography. The site has average exposure and average overall access. The size of the site imposes physical limitations that would prohibit development of any of the by-right uses on the site.

Financial Feasibility

The subject remnant land parcel, as a single entity, fails to meet the requirements of a good investment, i.e. (1) there is a very limited market of potential/speculative buyers, (2) liquidity is rated poor, (3) conventional financing is generally not available thus requiring an all cash purchase, or financing carried by the seller, and (4) value collateral is low due to the discount in price necessary to attract a buyer. Development of the site is not financially feasible or permitted.

Maximum Productivity

The subject is best used as a joiner to the adjacent properties, wherein the site could be utilized as part of a larger residential tract (as currently proposed). There is only one use that creates value and at the same time conforms to the requirements of the first three tests. Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as-vacant concluded to be assemblage.

CONCLUSION

Permitted uses in the R-2 Single Family Residential zoning were listed in the Zoning section. The subject represents a remnant parcel containing 8,276 SF (0.19 acre) of land area. As for physical features, the site is irregular in shape and has level topography with average access and average exposure. The site shape and size effectively extinguish its utility. Taking these factors for consideration, the subject is undevelopable and is too small for any productive use and is not considered readily marketable.

Three types of analysis were considered in the highest and best use analysis: stand-alone, across the fence, and enhancement to the adjoining property owner. Adjacent property owner's level of interest and willingness to pay can range from five cents on the dollar to those willing to pay full across the fence value (ATF). The "enhancement to the adjoining property" method must be carefully handled since it may apply only to a limited market participant.

The subject is not a stand-alone parcel. It cannot stand-alone due to size limitations and zoning requirements. The assemblage of the subject with the adjacent property provides no enhancement that is not already present. The adjacent property owner already has use of the subject and only some privacy would be gained, if any. As for the physical features, the size and shape limit any reasonable usefulness. The parcel cannot be developed and only offers some gain in privacy, an uneconomic parcel resulting in a nominal value.

MOST PROBABLE BUYER

Based on the property and development potential, the most probable buyer for the subject would be the adjacent property owner, Cecilia and Bernard Werhle III, for assemblage.

VALUATION METHODS

In traditional valuation theory, the three approaches to estimating the value of an asset are the cost approach, sales comparison approach, and income capitalization approach. Each approach assumes valuation of the property at the property's highest and best use. From the indications of these analyses, an opinion of value is reached based upon expert judgment within the outline of the appraisal process.

COST APPROACH

The cost approach considers the cost to replace the proposed improvements, less accrued depreciation, plus the market value of the land. The cost approach is based on the understanding that market participants relate value to cost. The value of the property is derived by adding the estimated value of the land to the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of depreciation in the structure from all causes. Profit for coordination by the entrepreneur is included in the value indication.

A cost analysis is not considered relevant for vacant land valuation. The Cost Approach is not a specific scope requirement of this assignment.

SALES COMPARISON APPROACH

The sales comparison approach estimates value based on what other purchasers and sellers have agreed to as price for comparable properties. This approach is based on the principle of substitution, which states that the limit of prices to be set by the prevailing prices of equally desirable substitutes. In conducting the sales comparison approach, I gather data on reasonably substitutable properties and adjusted for transactional and property characteristics. The resulting adjusted prices lead to an estimate of the price one might expect to realize upon the sale of the property.

The Sales Comparison Approach is a specific scope requirement of this assignment. Considering the subject property comprises a vacant site, the inclusion of the Sales Comparison Approach is deemed appropriate. Therefore, a valuation of the subject site has been provided herein.

INCOME CAPITALIZATION APPROACH

The income capitalization approach ("income approach") simulates the reasoning of an investor who views the cash flows that would result from the anticipated revenue and expense on a property throughout its lifetime. The net income developed in our analysis is the balance of potential income remaining after vacancy and collection loss, and operating expenses. This net income is then capitalized at an appropriate rate to derive an estimate of value or discounted by an appropriate yield rate over a typical projection period in a discounted cash flow analysis. Thus, two key steps are involved: (1) estimating the net income applicable to the subject and (2) choosing appropriate capitalization rates and discount rates. The appropriate rates are ones that will provide both a return on the investment and a return of the investment over the life of the particular property.

An income analysis was considered and was not developed because of the non-income producing characteristics of the subject property as a vacant land parcel. The Income Approach is not a scope requirement for this assignment.

CORRELATION AND CONCLUSION

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Interest). This appraisal does not develop the Cost and Income Approaches, the impact of which is addressed in the reconciliation section.

INTRODUCTION

In the Sales Comparison Approach, the value of a property is estimated by comparing it with similar, recently sold properties in the surrounding or competing areas. Inherent in this approach is the principle of substitution, which holds that when a property is replaceable in the market, its value tends to be set by the cost of buying an equally desirable property, if no costly delay occurs in making the substitution.

The most common way of valuing vacant land is the Sales Comparison Approach, in which recent sales or offerings of vacant land like that of the subject are gathered and analyzed. Typically, the values indicated by the comparable transactions are reduced to a unit of comparison, such as sale price per square foot or price per acre of land area. Land value is influenced by several factors; most notably development and use potential. These factors, as well as others, are factored in the following analysis.

COMPARABLE ANALYSIS

Through the analysis of sales, market value and price trends are identified. The first phase involved the estimation of typical residential land value in the immediate subject area (such as the abutting property). There are effectively no parcel sales in the immediate area. The subject could be reasonably joined to the adjacent parcels.

An investigation was made into recent comparable sales and listings. The table below summarizes sales most relevant to the subject. The indicated range is from \$0.41 to \$2.36 per square foot and \$36,058 to \$102,612 per acre of land area. Sales #3, #4 and #5 are most similar.

No	Location	Comparable Land Sales				Price Per Acre	Price Per SF	Comments
		Sale Date	Size SF / Acre	Zoning	Sale Price			
1	18 Jamestown Rd Charleston, WV Stricklen Realty	04/19	78,731/0.43	R-2	32,000	74,419	0.41	Sloping wooded site, similar location; public access and utilities; substantial site prep
2	1504 Ravinia Road Charleston, WV Cynthia Haberfield	08/19	18,121/0.416	R-4	15,000	36,058	0.83	Sloping hillside; inferior location and utility, public access and utilities, substantial site prep
3	51 Roanoke Trace Charleston, WV Douglas Baker	06/19	52,708/1.21	R-2	97,500	80,579	1.85	Sloping wooded site, similar location, public access and utilities, some site prep
4	54 Roanoke Trace Charleston, WV Stricklen Realty	04/19	43,124/0.99	R-2	100,000	101,001	2.31	Rolling site, similar location, public access and utilities, some site prep
5	1512 Coventry Lane Charleston, WV Benjamin Muscari	06/21	11,674/0.268	R-4	27,500	102,612	2.36	Sloping, similar location; public access and utilities, minimal prep

ADJUSTMENTS

Adjustments to the comparable sales were considered and made when warranted for expenditures after purchase, property rights transferred, conditions of sale, financing terms, and market conditions.

- 1. Property Rights** - All the sale comparables were fee simple sales reflecting the property rights appraised per the agreed upon scope of work.
- 2. Financing** - The sales all reflected typical cash equivalent, lender-financed transactions and no adjustments were required for financing terms.

3. **Sale Conditions** - None of the comparables required a condition of sale adjustment, as all were confirmed to be arm's length transactions.
4. **Expenditures After Sale** - Expenses that the buyer incurs after purchase (demolition, cleanup costs, etc.). No adjustments are warranted based on a review of the land sales.
5. **Market Conditions (Time)** - Based on the analysis performed, which includes research and interpretation of value trends of the comparables presented herein, a market conditions adjustment of 2% is applied on an Annual basis reflecting the relatively consistent appreciation that occurred between the oldest comparable sale date up through the effective valuation date.

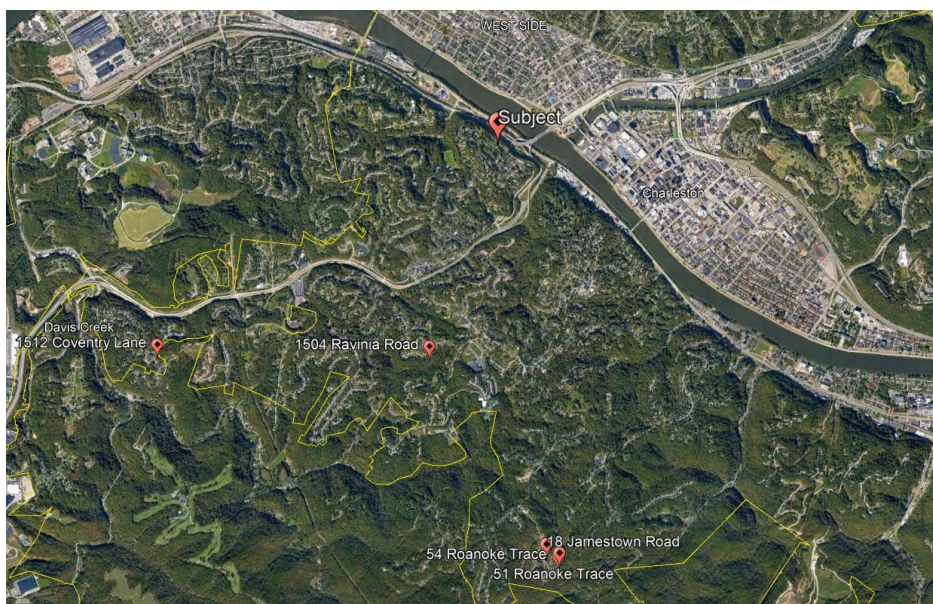
QUANTITATIVE ADJUSTMENT PROCESS

Quantitative percentage adjustments are also made for location and physical characteristics such as size, location quality, access, exposure, as well as other applicable elements of comparison. Where possible the adjustments applied are based on paired data or other statistical analysis. It should be stressed that the adjustments are subjective and illustrate the logic in deriving a value opinion for the property by the Sales Comparison Approach.

PRESENTATION

The following Sales Comparison Table and location map summarize the sales data. Following these items, the sales are adjusted for applicable elements of comparison and the value is concluded.

Land Value Ranges & Reconciled Value				
Number of Comparables:	5	Unadjusted	Adjusted	% Δ
Low:		\$0.41	\$0.62	52%
High:		\$2.36	\$2.77	18%
Average:		\$1.55	\$1.84	19%
Median:		\$1.85	\$2.21	19%
Reconciled Value/Unit Value:			\$2.50	
Subject Size:			8,276	
Indicated Value:			\$21,000	
Reconciled Final Value:			\$21,000	
TWENTY-ONE THOUSAND DOLLARS				



Land Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4		Comp 5	
Address	Parcel off Loudon	18 Jamestown Rd		1504 Ravinia Rd		51 Roanoke Trace		54 Roanoke Trace		1512 Coventry Lane	
City	Charleston	Charleston		Charleston		Charleston		Charleston		Charleston	
State	West Virginia	WV		WV		WV		WV		WV	
Date	7/1/2023	4/1/2019		8/1/2019		6/1/2019		4/1/2019		6/1/2021	
Price	\$0	\$32,000		\$15,000		\$97,500		\$100,000		\$27,500	
Land SF	8,276	78,731		18,121		52,708		43,124		11,674	
Land SF Unit Price	\$0.00	\$0.41		\$0.83		\$1.85		\$2.32		\$2.36	
Transaction Adjustments											
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Cash	Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%
Conditions of Sale	Normal	Normal	0.0%	Normal	0.0%	Normal	0.0%	Normal	0.0%	Normal	0.0%
Adjusted Land SF Unit Price		\$0.41		\$0.83		\$1.85		\$2.32		\$2.36	
Market Trends Through	7/1/2023	2.0%	8.8%	8.1%		8.4%		8.8%		4.2%	
Adjusted Land SF Unit Price		\$0.44		\$0.89		\$2.01		\$2.52		\$2.45	
Location	Average	Average		Inferior		Average		Average		Average	
% Adjustment		0%		10%		0%		0%		0%	
\$ Adjustment		\$0		\$0.09		\$0		\$0		\$0	
Land SF	8,276	78,731		36,058		52,708		43,124		11,674	
% Adjustment		15%		10%		10%		10%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0		\$0	
Topography	Mostly Level	Steep Slope		Slope		Moderate Slope		Moderate Slope		Moderate Slope	
% Adjustment		25%		10%		0%		0%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0		\$0	
Shape	Irregular	Irregular		Irregular		Irregular		Irregular		Irregular	
% Adjustment		0%		0%		0%		0%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0		\$0	
Utilities	Public	Public		Public		Public		Public		Public	
% Adjustment		0%		0%		0%		0%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0		\$0	
Zoning	R-2	R-2		R-4		R-2		R-2		R-4	
% Adjustment		0%		0%		0%		0%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0		\$0	
Adjusted Land SF Unit Price		\$0.62		\$1.16		\$2.21		\$2.77		\$2.45	
Net Adjustments		40.0%		30.0%		10.0%		10.0%		0.0%	
Gross Adjustments		40.0%		30.0%		10.0%		10.0%		0.0%	

ANALYSIS OF COMPARABLE SALES

The comparable sales indicate an overall unadjusted unit value range from \$0.41 to \$2.36 per square foot, and an average of \$1.55 per square foot. After adjustments, the comparables indicate a range for the property from \$0.62 to \$2.77 per square foot, and \$1.84 per square foot on average. Comparable sales #3, #4, and #5 are most like the subject indicating an adjusted range between \$2.21 to \$2.77 per square foot.

SALES COMPARISON APPROACH CONCLUSION

Based on general bracketing, the comparable sales support an adjusted unit value ranges from \$2.21 to \$2.77 per square foot for the property. I surveyed several appraisers and brokers familiar with the market and a range of \$2.00 to \$3.00 was provided based on the economic and physical features of the subject. Based on the analysis of the comparables and professional survey, a reconciled \$2.50 per square foot unit value (across-the-fence) is concluded by the Sales Comparison Approach. So, a concluded value of \$21,000 for the subject assuming it is an economic unit like the adjacent parcels (not a remnant).

REMNANT ANALYSES

The next step is analyzing the non-economic features of the subject due to its limited marketability. Throughout this report, the utility is effectively extinguished both by its shape and size. The property cannot be developed. Bought and sold remnant parcels are based on utility and development potential, neither present with the subject.

And yet, the land is not without value. Market valuation requires analysis of comparable remnant sales, those having comparable location and physical characteristics, and use potential. An investigation, then, was made of comparable remnant land sales, also commonly called "uneconomic parcel."

I have identified Werhle's as the one logical buyer for the parcel. The parcel is a Type IV remnant well-suited for assemblage, and is not suited for independent development, because of its limited utility. The parcel provides at least a partial integrated use to a part of the two Werhle parcels. The integrated use maintains a nominal to modest effect on the utility and value of the Werhle two parcels to which it would be joined.

Land uses among the remnant sales include residential, commercial, and industrial. Approved zoning and/or General Plan designations rarely affect the percentage discount, i.e., the value adjustment, for the physical and use features of the respective remnant parcel. Historically, sale dates and price trends have rarely affected the primary pricing method, which is the percentage measure of discount (adjustment) from the value of a readily developable site.

In selecting the comparable sales for this analysis, emphasis is placed on those land sales with similar physical and location features and highest and best use. My investigation focused on public agencies and public companies that typically have inventories of surplus lands from which they sell remnant lands. These are commonly land left out from, or vacated, public project needs. In addition, public records and the Kanawha Valley Multiple Listing Service were investigated.

Very few land sales of any relevance were found in the market area. As previously stated, the subject remnant cannot be developed or independently used. The next step is to consider the limited marketability, or entrepreneurial discount, that would be recognized by the market due to the subject having to be acquired/combined with another parcel to realize any value. The West Virginia Department of Highways acquires and, from time-to-time, disposes/sells remnant parcels during road acquisition/construction projects. A discussion with the WVDOT revealed every remnant parcel is unique and its appeal depended on whether it was usable by an adjacent owner, so the subsequent discounts also vary widely. Many times, where comparables are unavailable, WVDOT appraisers will apply a Nominal Value ranging from \$500 to \$5,000, depending on the utility of the uneconomic remainder.

The proper discount is directly related to the benefit a prospective buyer realizes over and above all other shortcomings such as topography, location, utilities, etc. Discounts range from 0 to 100 percent, however, generally are in the 50 to 90 percent range. Parcels that contribute excellent utility to an adjacent parcel are at the lower end of the discount range and poor parcels at the top of the range.

The seven summarized remnant sales on the following page are the most comparable to the subject.

No	Location	Sale Date	Comparable Remnant Sales			Price Per Acre/SF	Discount	Comments
			Size SF / Acre	Zoning	Sale Price			
1	Brittany Woods Road Charleston, WV William Vollmer	05/12	122,404 / 2.81	R-2	1,000	356/0.01	75-90%	Wooded steep grades; assembled for privacy; did not add development potential; no access
2	Staunton Alley Charleston, WV Bradley White	03/11	3,511 / 0.0806	R-4	3,484	43,226/0.99	75-90%	Rolling; abandoned street; purchased to assemble to extend rear yard; drainage area; no increase development potential
3	Staunton Alley Charleston, WV Ehsan Nikbeen	07/15	4,504 / 0.1034	R-4	4,516	43,675/1.00	75-90%	Rolling; abandoned street; purchased to extend rear yard; drainage area; no increase development potential; size and price includes both parcels purchased
4	50 th Street SE Charleston, WV Jason Testman	10/07	436 / 0.01	R-4	480	48,000/1.10	75-90%	Level; abandoned alley; purchased to assemble to extend rear yard; no increase development potential;
5	50 th Street SE Charleston, WV Shirley Davis	09/07	436 / 0.01	R-4	480	48,000/1.10	75-90%	Level; abandoned alley; purchased to assemble to extend rear yard; no increase development potential;
6	Virginia Avenue SE Charleston, WV Frank Martin	08/06	958 / 0.0220	R-4	960	43,636/1.00	75-90%	Level; abandoned alley; purchased to assemble to extend side yard; no increase development potential;
7	Meadowcrest Drive Charleston, WV Eugene Warner	10/14	6,534 / 0.15	R-2	5,000	33,333/0.77	75%	Wooded, sloping; primary property across street; purchased for privacy; no increase development potential

VALUE CONCLUSION - REMNANT PARCEL

Overall, a discount that is less than 90% but greater than 75% is supported. The discount is the amount of profit allowed a prospective purchaser over and above all other shortcomings the parcel may have such as topography, location, utilities, etc. It is the discount applied to the subject because of it not being a readily saleable entity due to size and utility. Based on the features as it relates to the adjacent property, I conclude a discount toward the upper end of the range, or 80%. So, the indicated value of the parcel is \$4,000, calculated:

$$8,276 \text{ square feet} \times \$2.50/\text{SF} \times 20\% = \$4,138$$

Indicated Market Value: \$4,000 (Rounded)

RECONCILIATION OF VALUE CONCLUSIONS

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Interest).

The Reconciliation of Value Conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. Below, the individual strengths and weaknesses of each approach are analyzed.

As previously discussed, the **Cost Approach** was not presented in this analysis. This approach has no application since there are no improvements on the subject site. The exclusion of the Cost Approach does not diminish the credibility of the value conclusion.

The price per square foot method has been presented in the **Sales Comparison Approach**. There have been limited sales of properties like the area, which lessens the validity of this approach, although remaining relevant. The most likely buyer for the subject would most likely be an adjacent owner and this approach is attributed single emphasis.

The **Income Approach** to value is not utilized herein given that there is not any income in place at the site, nor is there a potential for revenue to be present once developed. The exclusion of the Income Approach does not diminish the credibility of the value conclusion.

After considering all factors relevant to the valuation of the subject property, a single emphasis is placed to the Sales Comparison Approach only in the following As-Is market value.

RECONCILIATION OF VALUES	
VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple Interest
Date	July 19, 2023
COST APPROACH	
COST CONCLUSION	NA
\$/SF NRA	NA
SALES COMPARISON APPROACH	
SALES COMPARISON APPROACH	
Indicated Value	\$4,000
\$/SF NRA	\$0.48
INCOME CAPITALIZATION APPROACH	
DIRECT CAPITALIZATION	
INCOME CAPITALIZATION CONCLUSION	NA
\$/SF NRA	NA
FINAL VALUE CONCLUSION	
FINAL VALUE CONCLUSION	\$4,000
\$/SF NRA	\$0.48

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ▶ The statements of fact contained in this report are true and correct.
- ▶ The reported analyses, opinions, and conclusions of the signer are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ▶ The signer of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- ▶ Dean E Dawson has performed no services, specifically as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ▶ The signer is not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ▶ The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ▶ The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ▶ The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute, and the *Uniform Standards of Professional Appraisal Practice*, as set forth by the Appraisal Standards Board of the Appraisal Foundation.
- ▶ Dean E Dawson inspected the property that is the subject of this report.
- ▶ No one provided significant real property appraisal assistance to the appraisers signing the certification.
- ▶ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ▶ As of the date of this report, Dean E Dawson has completed the continuing education program for Designated Members of the Appraisal Institute.



Dean E Dawson
Certified General Real Estate Appraiser
West Virginia License No. CG402
Expiration Date 9/30/2023

ASSUMPTIONS & LIMITING CONDITIONS

- ▶ Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- ▶ This analysis assumes that the information provided for this appraisal accurately reflects the current condition of the subject property.
- ▶ This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right to publication.
- ▶ The appraiser may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.
- ▶ The statements of value and all conclusions shall apply as of the dates shown herein.
- ▶ There is no present or contemplated future interest in the property by the appraiser which is not specifically disclosed in this report.
- ▶ Without the written consent or approval of the author neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraiser and the company with which the appraiser is connected.
- ▶ This report must be used in its entirety. Reliance on any portion of the report independent of others may lead the reader to erroneous conclusions regarding property values. Unless approval is provided by the author no portion of the report stands alone.
- ▶ We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- ▶ The appraisal has provided exhibits to assist the client(s)/intended user(s) to understand from a graphical standpoint some of the salient issues which impact the subject property. We have made no survey of the property and if further verification is required, a survey by a registered surveyor is advised.
- ▶ The appraiser assumes no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- ▶ The liability of The RPC Group, its principals, agents, and employees are limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- ▶ The appraiser is not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. The RPC Group and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.
- ▶ The appraiser assumes no responsibility for determining if the subject property complies with the Americans with Disabilities Act (ADA). The RPC Group, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties, or diminution in value resulting from non-compliance.
- ▶ Unless otherwise noted herein, a detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection of the subject property and surrounding properties, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.

DEAN E. DAWSON, SRA, AI-RRS**Real Estate Experience**

Extensive experience in the valuation, evaluation, and brokerage of real property for corporate clients, financial institutions, attorneys, public and governmental agencies, including:

Vacant Land – residential, commercial, industrial, acreage

Residential – single-family dwellings, condominiums, planned-unit developments, 2-4 family

Commercial – professional office buildings, medical offices, shopping centers, retail stores, hotels and motels, restaurants, and mixed-use properties, convenience stores, subdivisions, mobile home parks, apartments

Industrial – light industrial buildings, warehouses, manufacturing plants

Easement valuation, leased fee and leasehold interests, market research, construction defects, casualty loss, statistical analysis, property tax appeals, full and partial taking for condemnation, appraisal review.

1994-Present The RPC Group, LLC (Dawson & Associates, LLC) Principal; activities include valuation, brokerage, consulting, expert testimony and litigation support in the area of real estate damages

1990-1994 Dawson & Thalheimer Partner; activities include valuation, brokerage consulting, appraisal review, expert testimony, and litigation support

1986-1990 Dawson Appraisals Principal; activities include valuation, brokerage consulting, and appraisal review

1982-1986 Dawson Contracting Principal; activities include residential remodeling

Litigation Support / Expert Witness Experience

Court Experience – qualified expert witness in Federal Court; United States Bankruptcy Court; Kanawha, Cabell, Wayne, Lincoln, Mingo, Mason, Raleigh, Clay, Roane, Putnam, Jackson, Logan, Boone Circuit Courts; Kanawha and Putnam County Family Court. Expert opinions and analysis have been provided on these topics:

Agent/Broker standard of care	Disclosure disputes	Marital dissolution
Appraisal review	Eminent domain	Market conditions
Appraiser & mortgage fraud	Environmental issues	Partial / fractional interests
Appraiser standard of care	Fair market rent	Predatory lending
Before-and-after damages	Fiduciary duties	Prospective valuations
Boundary disputes	Foreclosure / REO	Rent loss and damages
Casualty Loss	Geotechnical	Retrospective valuations
Construction defect	Highest & Best Use	Right-of-way / Easement
Contributory value issues	Historic significant	Single family homes
Covenants and conditions	Insurable value	Stigma & market resistance
Criminal activities	Inverse condemnation	Zoning / Land regulation
Development land	Landlord / Tenant disputes	USPAP
Diminution of value	Life Estates	

Professional Affiliations / Memberships

WV Real Estate Appraiser Licensing and Certification Board, Chair

Member of the Appraisal Institute, SRA designation awarded in 1992; AI-RRS in 2014; Appraisal Institute activities include: National: Education and Technology Committees; State: Chapter President, Board of Director, Treasurer, Education and

Government Affairs Chair Member of the National Association of Realtors; NAR activities include: National: Real Property Valuation and Commercial Committees; 2020 Chair, Regulatory Issues Forum; Global Climate Change Policy Review Work Group; 2023 Chair, Real Property Appraisal Forum; Public policy Coordinating Committee; Land Use Property Rights and Environmental Committee; Federal Technology Policy Board; NAR Director; State (WVAR): 2013 State President, Board of Director, Secretary, Education, Convention and Government Affairs Chair; Local: 2012/2008 President Kanawha Valley Board, Director, Education Chair; Board Membership: Kanawha Valley, Huntington, Beckley, Eastern Panhandle, Central, Greenbrier Valley, Northeast Ohio, Wheeling.

Licenses

State of West Virginia Certified General Appraisal License CG402; State of West Virginia Licensed Real Estate Broker WV0021530; State of Florida State-Certified Real Estate Appraiser License RZ4022; Commonwealth of Virginia Certified General Appraisal License 4001017335; Commonwealth of Kentucky Certified General Appraisal License 5806; North Carolina Certified General License A8896

Government List/Panel

FHA Fee Appraiser Veterans Administration Panel Appraiser

Professional Education

Attended and successfully completed all courses for Qualifying Education (QE) necessary for a Certified General Real Estate Appraiser. Education for SRA and AI-RRS designation issued by the Appraisal Institute. The latter includes Peer Review and a Demonstration Appraisal Report. Level 1 and 2 Investigator Training, Appraisal Foundation

Appraisal Institute, American Institute, Society of Real Estate Courses

R.E. Appraisal Principles	Advanced Demo Appraisal Workshop
Residential Valuation	Standards of Prof. Practice, Part B
Basic Valuation Procedures	Basic Income Capitalization
Introduction to Appraising Real Property	General Applications
Applied Residential Property Valuation	Review Theory – Residential
Standards of Professional Practice	Advanced Concepts and Case Studies

Continuing Education - Partial List

Insurance Replacement Valuation	Appraisal Consulting
Green Buildings: Principles & Concepts	Real Estate Fraud
Case Studies Appraising Green Buildings	Eminent Domain and Condemnation Appraising
Expert Witness: Preparation & Testimony	Appraising Manufactured Housing
Valuation of Detrimental Conditions	Appraising High Value and Historic Homes
Data Verification Methods	Uniform Standards for Federal Land Acquisitions
Marshall & Swift Commercial Cost	Litigation Appraising – Specialized Topics
Analyzing Effects of Environmental Contamination	Condemnation Appraising
Mortgage Fraud and Real Estate Valuation	USPAP National Update Course
The Discounted Cash Flow Model	Appraising Convenience Stores
Appraisal Challenges: Declining Markets	Site Valuation

Teaching Credentials

Approved Instructor, West Virginia Real Estate Commission
 Approved Instructor, West Virginia State Bar
 Adjunct Professor, West Virginia University

Education

Chemical Engineering - West Virginia University, Morgantown, WV

Select List of Clients

Government

State of West Virginia
Internal Revenue Service
FDIC
U.S. Secret Service

Town of East Bank
U.S. Attorney
U.S. Marshall Service
City of Huntington

City of Pt. Pleasant
City of Charleston
WV Department Highways

Financial

Mingo Bank
City National
Huntington Bank
United Bank
Bank Mt. Hope
WesBanco Bank

Citibank
Truist
City of Charleston
Chase Bank
Wells Fargo
Summit Community Bank

Putnam County
Fifth-Third
Freddie Mac
PNC Bank
Poca Valley
WVHDF

Business/Private

Travelers Insurance
CAMC Hospital
Toyota
Catholic Diocese West Virginia
Triad Engineering

State Farm
University of Charleston
Norfolk Southern
DuPont USA
Norfolk Southern

Dow Chemicals
Covenant House
United Parcel Service
CSX

Legal

Bailey, Javins and Carter
Bailey & Glasser
Bland & Bland
Bryant Law
Bucci Law Office
Ranson Law
Burns White
White & Williams
Cochran Firm
Cooper & Preston
Dinsmore & Shohl
Fayard Law
Griffith Law
Fitzsimmons Law
Bowles Rice

G. Patrick Jacobs Law
Peyton Law
Pepper & Nason
Mountain State Justice
Bordas and Bordas
Greene Ketchum
Spilman, Thomas & Battle
Steptoe & Johnson
Reed Smith
Robinson & McElwee
Steve Hunter & Associates
Timothy Koontz
Scott Segal
The Lyon Firm
Martin Law

Ciccarello, Del Giudice & LaFon
Johnstone & Gabhart
Shuman, McCuskey & Slicer
Kay, Casto & Chaney
Lyne Ranson Law
MacCorkle Lavender
Flaherty, Sensabaugh, Bonasso
Webb Law
Masters Law
Mani Ellis & Lane
Anspach Meeks Ellenberger LLP
Warner Law
Jackson Kelly
Shaw & Shaw
Klein Sheridan

Public Service - Past Member, City of Charleston Municipal Planning Commission