



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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

AGENDA
FINANCE COMMITTEE MEETING
Monday, September 18, 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 9-5-2023

II. RESOLUTIONS:

- a. Resolution No. 878-23 - Authorizing the Mayor or City Manager to submit an application to the WV Governor's Highway Safety Program and administer any funds awarded.
- b. Resolution No. 879-23 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount and administer any funds awarded to provide partial salary reimbursement for two of the Charleston Police Department Prevention Resource Officers.
- c. Resolution No. 880-23 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston.
- d. Resolution No. 881-23 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division and administer any funds awarded to provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team.
- e. Resolution No. 882-23 - Authorizing the Mayor or City Manager to enter into a 3-year agreement with DC Elevator Company, Inc. for annual maintenance of elevators in four of the City of Charleston's parking garages.

- f. Resolution No. 883-23 - Authorizing the Mayor or City Manager to enter into an Easement Agreement with Goodwill Industries of Kanawha Valley, Inc. for pedestrian access to the concrete sidewalk located on Leon Sullivan Way.
- g. Resolution No. 884-23 - Authorizing approval of Amendment No. 3 of the FY 2023-2024 General Fund Budget.

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MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., SEPTEMBER 5, 2023
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., September 5, 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
Mary Beth Hoover
Larry Moore
Chad Robinson
Shawn Taylor

Absent:
Becky Ceperley

Other Councilmembers present:
Emmett Pepper

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the August 21, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. 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.

City Manager, Ben Mishoe, added that the purchase is through a competitively sourced contract. The City has purchased from the vendor before. The equipment will be used in ambulances.

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. 872-23 approved.

- 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.

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.

Mishoe added that the resolution is for a sole-source purchase as the fire trucks already have the equipment that requires the specific cots listed.

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. 873-23 approved.

- 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.

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

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

Mishoe added that the resolution is to purchase mobile radios for the 27 new police vehicles that were recently purchased.

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. 874-23 approved.

- d. Resolution No. 875-23 Committee Substitute – 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~~\$51,600, with ~~\$31,000~~\$34,400 coming from the parking fund and ~~\$15,500~~\$17,200 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~~\$51,600, with ~~\$31,000~~\$34,400 coming from the parking fund and ~~\$15,500~~\$17,200 coming from the Coliseum and Convention Center, and where THP Limited was selected by a scoring committee following an EOI process.

Councilmember Jenkins added that the Committee Substitute reflects the change in price to include the recommendation to conduct core samples.

Mishoe added that the Parking Director and City Engineer both agree that it would be prudent to include the recommended optional offer. The project will be paid from the Parking and Coliseum and Convention Center Funds.

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. 875-23 Committee Substitute approved.

- e. 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.

Mishoe added that the City has been looking for a new space for the CARE team for some time as they have outgrown their current space at 601 Morris Street. The landlords have agreed to substantial renovations before they move in. He added that the lease may go through minor changes after approval from the Committee and Council.

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. 876-23 approved.

- f. 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.

Mishoe added that the resolution is to purchase lighting equipment for the 27 new police vehicles that were recently purchased.

Councilmember Robinson confirmed with Mishoe that there will likely be a separate contract for installation of this and the related purchases through a local company.

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. 877-23 approved.

- g. 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 Wehrle and Cecilia H. Wehrle, prepared by Robert Keith Fuller, Licensed Professional Surveyor, License No. 2256, dated July 7, 2023, and attached hereto as Exhibit A. The portion of Haynes Avenue is more particular described as follows:

A 0.190 acre parcel of land to be abandoned by the City of Charleston, being a portion of Hayes Avenue, having a forty foot right-of-way, as shown on a map entitled “Map of Subdivision No. 2 of Fort Hill” as recorded in Plat Book 9 at page 17 of the Kanawha County Public Registry, situate in the municipality of the City of Charleston, South Annex District, Kanawha County, West Virginia, bounded to the north by the lands conveyed to Cecilia H. Werhle and H. Bernard Werhle, III as described in Deed Book 3011 at page 676, to the southeast by Ashby Avenue (Fort Hill Drive), having a forty foot right-of-way, and to the southwest by the lands conveyed to H. Bernard Werhle, III and Cecilia H. Werhle as described in Deed Book 3174 at page 283, having the perimeter surveyed by Robert K. Fuller, P.S. #2256 and more particularly described as BEGINNING on an Existing 3/4 inch Iron Pipe, a common corner of the two tracts of land conveyed to H. Bernard Werhle, III and Cecilia H. Werhle as described in Deed Book 3174 at page 283 and in Deed Book 3011 at page 676, being the westernmost end of Hayes Avenue, located S48°11'00"E 149.11 feet from an Existing 1-1/2 inch Iron Pipe; THENCE from the BEGINNING, with the line of Werhle as described in Deed Book 3011 at page 676, N41°49'00"E 40.00 feet to an Existing Mag Nail, located S48°11'00"E 161.22 feet from an Existing 5/8 inch Rebar with Cap; THENCE with the same, S48°11'00"E 135.34 feet to an Existing 5/8 inch Rebar with Cap; THENCE with the same, with a curve to the left, a radius of 50.00 feet, an arc length of 74.55 feet and a chord bearing and distance of N89°06'00"E 67.84 feet to an Existing 5/8 inch Rebar with Cap in the northwesterly edge of Ashby Avenue (Fort Hill Drive), located S46°23'00"W 97.44 feet from an Existing 5/8 inch Rebar with Cap; THENCE with the line of Ashby Avenue (Fort Hill Drive), S46°23'00"W 61.28 feet to an Existing Tack in a ¾ inch Iron Pipe; THENCE with the same, S46°23'00"W 79.17 feet to a 5/8 inch Rebar with Cap Set in the line of Werhle as described in Deed Book 3174 at page 283, being located N46°23'00"E 19.97 feet from an Existing 5/8 inch Rebar; THENCE with the line of Werhle as described in Deed Book 3174 at page 283 with a curve to the left, a radius of 50.00 feet, an arc length

of 82.52, and a chord bearing and distance of N00°54'00"W 73.47 feet to a 5/8 inch Rebar with Cap Set; THENCE with the same, N48°11'00"W 124.16 feet to the BEGINNING having bearings relative to Plat Book 9 at page 17, distances being horizontal measurements, and having an area of 0.190 acres by coordinate geometry.

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

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

Mishoe added that the bill has previously been approved by the Planning, Streets and Traffic Committee. He added there will be a monetary exchange of \$4,000 to turn over that portion of the right-of-way.

Planning Director, Dan Vriendt, added that any alley or road closing goes before the Municipal Planning Commission for a thorough review. The various relevant Departments have agreed that the City would have no use of the right-of-way. The property owner also owns both sides of the area.

Councilmember Jenkins added that no one in his Ward should have any issues with this.

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. 8004 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 878-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 878-23 - Authorizing the Mayor or City Manager to submit an application to the WV Governor's Highway Safety Program in the amount of \$537,600 and administer any funds awarded. The funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in the eight-county Metro Valley Highway Safety Region for traffic safety enforcement activities, equipment purchases and travel/training, as well as partial reimbursement for the Charleston Police Department Highway Safety Coordinator and Assistant's salaries.

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

That the Mayor or City Manager is authorized to submit an application to the WV Governor's Highway Safety Program in the amount of \$537,600 and administer any funds awarded. The funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in the eight-county Metro Valley Highway Safety Region for traffic safety enforcement activities, equipment purchases and travel/training, as well as partial reimbursement for the Charleston Police Department Highway Safety Coordinator and Assistant's salaries.

GOVERNOR'S HIGHWAY SAFETY PROGRAM
STATE OF WEST VIRGINIA
DIVISION OF MOTOR VEHICLES

Application Page – 1

For GHSP Use Only

DATE RECEIVED: _____

FEDERAL FUNDS AWARDED: _____

NAME OF APPLICANT: City of Charleston
(Must be a government agency)

PROJECT TITLE: Metro Valley Highway Safety Program

F.E.I.N. NUMBER: 55-6000160

AUTHORIZED OFFICIAL:

NAME: Amy Shuler Goodwin
TITLE: Mayor of Charleston
MAILING ADDRESS: P.O. Box 2749, Charleston, WV
ZIP CODE: 25330
PHONE: 304-348-8174
FAX: 304-348-8034
E-MAIL: amy.goodwin@cityofcharleston.org

PROJECT DIRECTOR:

NAME: John T. Garten
TITLE: Deputy Chief
MAILING ADDRESS: P.O. Box 2749, Charleston, WV
ZIP CODE: 25330
PHONE: 304-348-6460
FAX: 304-348-8408
E-MAIL: john.garten@charlestonwvpolice.org

FINANCIAL OFFICER:

NAME: Melissa G. Taylor
TITLE: Grant Administrator
MAILING ADDRESS: P.O. Box 2749, Charleston, WV
ZIP CODE: 25330
PHONE: 304-348-6468
FAX: 304-348-8157
E-MAIL: melissa.taylor@cityofcharleston.org

**GOVERNOR'S HIGHWAY SAFETY PROGRAM
STATE OF WEST VIRGINIA
DIVISION OF MOTOR VEHICLES**

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Regional Program – Performance Goals

FY24 HIGHWAY SAFETY PROGRAM GOALS

**Region 1 - Metro Valley Highway Safety Program
Region 3 - Mid-Ohio Valley Highway Safety Program**

Region 1 is the Metro Valley Highway Safety Program based out of the City of Charleston. It encompasses 7 counties, including Kanawha County, which is home of the state capital, Charleston, and the most populous county in the state. The Region 1 grant will also cover enforcement and education efforts in Region 3 (Mid-Ohio Valley), which is Wood County. Wood County is the state's fifth-most populous county. Based on rural and urban designations by the U.S. Department of Health & Human Services office of Rural Health Policy (WV Department of Education), all but two counties in Regions 1 and 3 are considered rural: Calhoun, Clay, Gilmer, Ritchie, Roane, and Wirt. The two urban counties are Kanawha and Wood. The region has two large cities: Charleston and Parkersburg, with Charleston being the state capital and most populated city in the state. Three major interstates intersect in Charleston: 64, 77, and 79, with several other heavily traveled highways and routes, including Routes 60 and 61. Interstate 77 travels directly through Wood County and Parkersburg, with a lot of travelers from out of state, as Wood County borders Ohio. US Route 50 and WV 14 intersect or are in close proximity to Interstate 77 and are both heavily traveled.

Region 1 and 3 counties follow:

Calhoun	Clay
Gilmer	Kanawha
Ritchie	Roane
Wirt	Wood

All highway safety data from CY 2012 to CY 2021 received from WVDOH was sorted and ranked by county. Regions 1 and 3 have the following:

- Two counties in the top 5 with the most crashes: Kanawha (1) and Wood (4)
- Two counties in the top 5 with the most injury crashes: Kanawha (1) and Wood (4)
- Two counties in the top 5 with the most total injuries: Kanawha (1) and Wood (4)
- Two counties in the top 10 with the most fatalities: Kanawha (1) and Wood (7)

Effective enforcement and education in Regions 1 and 3 are essential to assisting GHSP reach its overall highway safety goals and objectives and essential to decreasing crashes, injuries and fatalities.

Target Red (Red Light and Stop Sign Running): Regions 1 and 3 have two counties in the top 10 for pedestrian fatalities between CY 2012 and 2021 (WVDOH): Kanawha (1) and Wood (7). Pedestrian fatalities many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving (and even distracted walking). Between 2016 and 2020, an intersection-related contributing factor was listed for 18.0% of all roadway crashes statewide, while 6.5% of all roadway crashes listed a pedestrian-related contributing factor. Bicycle-related contributing factors accounted for 1.0% of all roadway crashes (WVDOH).

Between FY 2020 and 2022, there were 191 red light violations and 283 stop sign violations cited on grant-funded overtime in Region 1; there were 1 red light violation and 1 stop sign violation cited on grant-funded overtime in Region 3 (GHSP).

Speed/Aggressive Driving: Regions 1 and 3 have two counties in the top 10 for pedestrian fatalities between CY 2012 and 2021 (WVDOH): Kanawha (1) and Wood (7). Pedestrian fatalities many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving (and even distracted walking). Kanawha County ranked 1st for speed-related fatalities (2012-2021), crashes, and injuries (2021). Wood County ranked 3rd, 5th, and 6th, respectively.

Between CY 2016 and 2020, speed and aggressive driving was listed as a contributing factor for 57.2% of all crashes statewide (WVDOH). Between FY 2020 and 2022, there were 5,710 speed citations written on grant-funded overtime in Region 1; there were 208 speed citations written on grant-funded overtime in Region 3 (GHSP).

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Regions 1 and 3 have five counties with road segments in the top 277 speed crash roadways (WVDOH), with 8,447 speed-related crashes on these 53 road segments between CY 2017 and 2021. More than 24% (24.24%) of the crashes on top speed crash roadways occurred in Kanawha and Wood Counties – 18.35% in Kanawha County (36 segments, most roadway segments in top speed crash roadways) and 5.89% in Wood County (14 segments, 5th most roadway segments in top speed crash roadways).

Calhoun: 1 segment, 73 crashes

Roane: 1 segment, 69 crashes

Wood: 14 segments, 2,012 crashes

Kanawha: 36 segments, 6,270 crashes

Wirt: 1 segment, 23 crashes

Speed/Aggressive Driving Enforcement patrols should be conducted primarily along the target locations listed below (based on crash data). Enforcement may be worked adjacent or parallel to these segments, but enforcement is preferred along the listed segments. The entirety of these segments falling within each county may be worked; smaller agencies may work these target locations if the road segments fall within their agency's jurisdiction, or if adjacent or parallel roadways to the target locations fall within their jurisdiction. The following roadway segments are in order from most crashes to least (1st column top to bottom, 2nd column and so forth) within each county.

Kanawha County:

US 060	WV 114	CR 043	R 008 CR 035
US 119	CR 021	CR 060/14	CR 083
I-64	WV 062	CR 006/06	CR 020
I-77	CR 073	CR 046 CR 010	CR 060/02
WV 061	CR 049	CR 012	CR 081
I-77 (toll)	US 060 W	CR 060/12 CR 020	CR 015
US 622	CR 009	CR 025/25	CR 027
WV 025	CR 003	CR 047	CR 010
WV 601	CR 079/03	CR 622/24	CR 022

Wood County:

WV 014	WV 095	CR 021
WV 068	WV 031	CR 016
US 050	WV 618	CR 038
WV 047	CR 014/16	CR 050/02
WV 002	CR 032	

Calhoun: WV 016

Roane: US 119

Wirt: CR 006

School Bus/Zone Safety: Oftentimes, school bus safety revolves around other drivers speeding through a school zone and/or not stopping for the bus's flashing lights or stop sign, endangering students, parents, and school personnel as they walk near schools, bus stops, or enter/depart a school bus. Between FY 2020 and 2022, there were 6 bus arm violations written in Region 1 on highway safety grant-funded overtime, with 0 bus arm violations written in Region 3 (GHSP). Many agencies also work school bus/zone enforcement on agency time, although that data is not required to be reported.

Kanawha County is the worst county for roadway injuries for children under 8, with Wood County being 4th worst (2012-2021, WVDOH).

Occupant Protection: From CY 2014 to 2021, in WV, 671 of 2,215 fatalities were unrestrained motor vehicle occupants (30.29%). In Region 1, 85 of 295 fatalities (328.81%) were unrestrained motor vehicle occupants; in Region 3, 30 of 84 fatalities (35.71%) were unrestrained motor vehicle occupants (WVDOH). Each county in Regions 1 and 3 is listed below with a breakdown of unrestrained driver fatalities compared to all fatalities in each county.

Calhoun: 4/8 (50.00%)

Ritchie: 3/15 (20.00%)

Clay: 7/18 (38.89%)

Roane: 9/26 (35.62%)

Gilmer: 4/11 (36.36%)

Wirt: 2/6 (33.33%)

Kanawha: 56/211 (26.54%)

Wood: 30/84 (35.71%)

It can be seen through the county-specific data above, that while some counties don't have large fatality or unrestrained fatality numbers, there is still a significant problem. Six counties have at least one third of their fatalities resulting from an unrestrained motor vehicle occupant.

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Continued

Two counties were in the top 5 for unrestrained motor vehicle occupant fatalities: Kanawha (1), Wood (4) (2014-2021, WVDOH). Kanawha County ranks 1st for most total ejections (partial and full) (2012-2020) and fatal ejections (2012-2021). Wood County ranks 5th for most total ejections (2012-2020) and 6th for most fatal ejections (2012-2021, WVDOH). Kanawha County is the worst county for roadway injuries for children under 8, with Wood County being 4th worst (2012-2021, WVDOH).

Kanawha County's official seat belt usage rate average (2015-2017, GHSP) is 89.4%, which is above the state average for the same time frame (88.5%) but well below the ideal of 100% seat belt usage. Wood County's official seat belt survey average for the same time frame is 84.9%. In the latest survey site selection process, there were no survey sites in Kanawha or Wood Counties. There have been no official seat belt survey sites in Calhoun, Clay, Gilmer, Ritchie, Roane, or Wirt Counties. Between 2016 and 2020, occupant protection was listed as a contributing factor for 32.2% all roadway crashes statewide; this factor includes unrestrained passenger vehicle occupants as well as un-helmeted motorcycle and ATV occupants (WVDOH).

Between FY 2020 and 2022, there were 2,857 seat belt citations and 25 child restraint citations written on grant-funded overtime in Region 1. There were 548 seat belt citations and 0 child restraint citations written in Region 3 (GHSP).

Impaired Driving: From CY 2012 to CY 2021, in WV, 631 of 2,886 (21.86%) fatalities were alcohol-related. In Region 1, 63 of 374 (16.84%) fatalities were alcohol-related, and in Region 3, 21 of 101 (20.79%) fatalities were alcohol-related (WVDOH). There are two counties in Regions 1 and 3 in the top 5 counties for most alcohol-related crashes: Kanawha (1) and Wood (5), as well as top 10 for alcohol-related injuries, Kanawha (1) and Wood (6), and alcohol-related fatalities, Kanawha (2) and Wood (8) (WVDOH).

Alcohol-related fatalities vs. overall fatalities:

Calhoun: 1/9 (11.11%)	Ritchie: 6/20 (30.00%)
Clay: 2/22 (9.09%)	Roane: 3/34 (8.82%)
Gilmer: 3/13 (23.08%)	Wirt: 3/7 (42.86%)
Kanawha: 45/269 (16.73%)	Wood: 21/101 (20.79%)

Of the 131 top alcohol crash-related roadway segments from CY 2017-2021, Kanawha County has the 2nd most roadway segments (12 with 459 alcohol-related crashes) and Wood County is tied for 6th most roadway segments with 5 (144 alcohol-related crashes). There were 3,432 alcohol-related crashes in Regions 1 and 3 from CY 2012 to 2021. Between 2016 and 2020, impaired driving was listed as a contributing factor for 21.5% of all roadway crashes statewide (WVDOH).

In CY 2021, there were a total of 590 DUI arrests in Region 1 and 126 in Region 3. Of those in Region 1, 504 DUI arrests were made in Kanawha County and a combined 86 in the remaining Region 1 counties (Calhoun, Clay, Gilmer, Ritchie, Roane, Wirt). In Region 1, 288 were drug-related or a combination of drugs and alcohol (48.81%). In Region 3, 17 were drug-related or a combination of drugs and alcohol (13.49%). Regions 1 and 3 have eight certified DREs.

Impaired Driving Enforcement patrols and checkpoints should be conducted primarily along the target locations listed below (based on crash data). Enforcement may be worked adjacent or parallel to these segments and the mile markers listed; smaller agencies may work these target locations if the road segments fall within their agency's jurisdiction, or if adjacent or parallel roadways to the target locations fall within their jurisdiction. The roadway segments below are listed from most crashes to least crashes (1st column, top to bottom, and so forth).

Kanawha County:

US 060	I 077	CR 049
US 119	I 064	CR 006/06
WV 061	WV 622	CR 003
WV 025	CR 021	CR 079/03

Wood County:

WV 014	WV 068
I 077	WV 047
US 050	

As can be seen by the roadway segments under the Speed Enforcement section, many of the same roadways are both speed and alcohol-related crash problem areas.

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Continued

Underage Alcohol Consumption/Sales: According to the WV Alcohol Beverage Control Administration, in CY 2022, the on-premise buy rate in Region 1 was 25.33%, while the off-premise buy rate was 13.16%. The on-premise buy rate in Region 3 was 25.00%, and the off-premise buy rate was 14.29%.

Region 1	On-Premise	Off-Premise	Region 1	On-Premise	Off-Premise
Calhoun	33.33%	0.00%	Ritchie	N/A%	N/A%
Clay	50.00%	9.09%	Roane	21.43%	4.55%
Gilmer	N/A%	N/A%	Wirt	N/A%	N/A%
Kanawha	22.95%	14.81%			

There are five colleges and universities within Regions 1 and 3: BridgeValley Community and Technical College (Kanawha and Fayette), Ohio Valley University (Wood), University of Charleston (Kanawha), West Virginia State University (Kanawha), West Virginia University – Parkersburg (Wood). All are members of the WV Collegiate Initiative to Advance Healthy Campus Communities (WVCIA), which is a statewide organization partially funded through the Region 5 GHSP grant. The organization proactively addresses collegiate use of alcohol and other drugs, and associated violence and mental health issues. Through the use of evidence-based strategies, the program promotes healthy campus environments through self-regulatory initiatives, information dissemination, public policy influence, cooperation with prevention partners, and technical assistance. With cooperation from various law enforcement agencies and local colleges and universities, as well as the WV Alcohol Beverage Control Administration and the WVCIA, Regions 1 and 3 will be able to effectively address underage drinking issues.

Distracted Driving: Regions 1 and 3 have two counties in the top 10 for pedestrian fatalities between 2012 and 2020 (WVDOH): Kanawha (1) and Wood (7). Pedestrian fatalities many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving (and even distracted walking). While distracted driving-related data is minimal and under-reported, there is some data related to distracted driving-related crashes, injuries, and fatalities in WV. From CY 2012 through 2021, Kanawha County ranked 3rd for distracted driving-related fatalities, and 1st for distracted driving-related crashes and injuries in 2021 (WVDOH). Wood County ranked 11th in fatalities and 7th in crashes and injuries. Of note, Calhoun County ranked 6th in distracted driving-related fatalities (2012-2021) with 33.33% of their fatalities (3 of 9) relating to distracted driving.

Between FY 2020 and 2022, there were 156 texting citations and 801 cell phone citations written on grant-funded overtime in Region 1, with 6 texting citations and 17 cell phone citations written in Region 3. Distracted driving-related crashes across the nation are generally severely under-reported, so it is difficult to get a good indication from data whether distraction is a significant factor in crashes. With that being said, there is still some data listing distraction as a contributing factor in crashes in WV. Between 2016 and 2020, distracted driving was listed as a contributing factor for 6.4% of all roadway crashes statewide, (WVDOH). Nationwide, 3,522 people were killed in 2021 due to distracted driving and an estimated 362,415 people were injured in crashes involving distracted drivers from (NHTSA).

Work Zone: Between FY 2020 and 2022, there were 1,338 speed citations, as well as other miscellaneous citations, written in work zones in Region 1 (GHSP). Between 2016 and 2020, a work zone-related contributing factor was listed for 1.3% of all roadway fatalities statewide (WVDOH).

Miscellaneous: Region 1 will coordinate child passenger safety activities in Regions 1 and 3, as well as PI&E materials and educational events.

Participation in educational activities may occur, as opportunities arise and in the most effective way to assist the project in meeting its goals, as approved by the GHSP, if highway safety funds are requested.

Training may also be requested, if highway safety-relevant and approved beforehand by the GHSP, for law enforcement officers in Regions 1 and 3 to become more effective in enforcing laws and in other situations related to highway safety enforcement and education. Training may include, but not be limited to, DRE training, DUI enforcement training, occupant protection training, etc. The better trained and more comfortable LEOs are with enforcing the laws, the better they can be of assistance in reaching this project's goals.

Electronic citation-related equipment may be requested based on the need of the agencies in this grant.

Crashes, Injuries, Fatalities

Based on 2019/2020/2021 Averages

1. Reduce Highway Fatalities from 45 to 20.
2. Reduce the Fatality Rate per 100 million VMT from 3.33 to 1.66.
3. Reduce Ejections in fatal crashes from 8 to 2.
4. Reduce A&B Injuries from 656 to 550.
5. Reduce Total injuries from 2412 to 2000.
6. Reduce Total Crashes from 6759 to 6000.
7. Reduce Ejections in all crashes from 69 to 55.
8. Reduce Speeding-related fatalities from 12 to 6.
9. Reduce Motorcycle Fatalities from 5 to 0.
10. Reduce Un-helmeted Motorcycle Fatalities from 1 to 0.
11. Reduce Drivers aged 20 or younger involved in fatal crashes from 1 to 0.
12. Reduce Pedestrian fatalities from 7 to 2.

Alcohol-Related

1. Reduce Alcohol Related Fatalities from 7 to 3.
2. Reduce the Alcohol Related Fatality Rate from 18.8% to 8%.
3. Reduce Alcohol Related Crashes from 318 to 275.
4. Reduce Alcohol Related Injuries from 201 to 150.
5. Reduce the percentages of underage successful alcohol buys from 9.38 % to 0%.

Occupant Protection

1. Increase the seat belt usage at Scientific Survey sites from 89.6 % to 94 %.
2. Increase the percentage of Law Enforcement Agencies who participate in the Highway Safety Program to 50 %.
3. Oversee the correct installation of ALL Child Passenger Safety Seats & establish a minimum of one CPS Fitting station per county with advertised times.

Law Enforcement Overtime Activities

1. Decrease the hours per DUI arrest from FY22 13.35 per hour to 10 per Hour by the end of FY24.
2. Increase the participation of LE Agencies from FY22 9 to 14 agencies by the end of FY24.

Law Enforcement Overtime Activities – continued

3. Increase the participation of LE Officers from FY22 ⁵⁴_____ to ⁷⁰_____ officers by the end of FY24.
4. Increase the number of Occupant Protection Citations from FY22 from ¹¹⁶²_____ to ¹⁵⁰⁰_____ by the end of FY24.
5. Increase the number of Speeding Citations from FY22 ²⁰⁰⁴_____ to ²⁵⁰⁰_____ by the end of FY24.
6. Increase the number of Red Light Citations from FY22 ⁸⁸_____ to ¹¹⁰_____ by the end of FY24.
7. Increase the number of total Citations from FY22 ⁶²⁸⁸_____ to ⁷⁰⁰⁰_____ by the end of FY24.
8. Increase the number of sobriety checkpoints from FY22 ⁷_____ to ²⁰_____ by the end of FY24.
9. Increase the number of DUI Arrests from FY22 ³⁹_____ to ⁷⁰_____ by the end of FY24.

**GOVERNOR'S HIGHWAY SAFETY PROGRAM
STATE OF WEST VIRGINIA
DIVISION OF MOTOR VEHICLES**

Application Page – 3

REQUIRED ACTIVITIES

Each Regional Traffic Safety Program supported with GHSP funds is **required** to conduct the following activities within their assigned region:

COORDINATION / PROJECT DIRECTOR

1. The Project Director must successfully complete a NHTSA Project Management Class (Managing Highway Safety Programs).
2. Establish and maintain a Task Force of Highway Safety advocates and hold a minimum of three meetings per year. A list of members must be maintained on file in the Coordinator's office.
3. Establish and conduct a Regional Highway Safety Award/Recognition program.
4. Make face to face contact with **ALL** Law Enforcement agencies (Executive or designee) in the region's service area and secure Letters of Support and Cooperation. Documentation must be kept on file.
5. Develop and support one L.E.L. within **each** law enforcement agency.
6. Maintain a relationship with DMV Regional Offices and Metropolitan Planning Organizations (MPOs) in your area. Provide PI&E, face-to-face meetings, virtual meetings, etc.
7. Conduct or facilitate meaningful public engagement with underserved and/or overrepresented communities within the region, to elicit constructive feedback regarding highway safety programming.
8. Assist the GHSP with the following surveys:
 - i. Statewide Seat Belt Use Survey (June – every year)
 - ii. Other Surveys as needed/required
9. Obtain a signed Conditions and Assurances/Sub-Grantee Contract from all grant fund recipients.
10. Provide the GHSP with the following reports by the 20 of each month. *All listed reports are to cover the previous month (i.e., the report for June is due July 20), **except** for the calendar, which should be for the upcoming month (i.e., July calendar of events is due June 20).*
 - a. Monthly Activity Report
 - b. Data Report
 - c. CPS Installations
 - d. Media Report
 - e. Equipment Listing
 - f. Request for Reimbursement
 - g. Calendar of ***Upcoming*** Events
11. Complete a Sub-Grantee Risk Assessment Report on all Sub-Grantees by August 31.
12. Prepare and submit to the GHSP a detailed year-end Annual Report by the C.O.B. no later than November 1.

ALCOHOL AND OTHER DRUGS

1. In August and December, participate in the National Drive Sober or Get Pulled Over (DSOGPO) mobilizations, through enforcement and media/public awareness.

2. Participate in the state mobilization periods – Thanksgiving, Christmas/New Year's, WV Day, Fourth of July weekend, and Labor Day, through enforcement and media/public awareness. Each participating law enforcement agency shall conduct a minimum of four enforcement events during mobilizations.
3. Conduct at least one media activity per month. Each Coordinator shall attach a dollar value to earned media and track that value, as well as the number of people reached.
4. Conduct two age group activities per year.
5. Each Coordinator shall work with the GHSP LEL Office and the DRE Coordinator to facilitate training opportunities for Impaired Driving.
6. Each Coordinator shall ensure underage enforcement efforts are conducted at least once per quarter.
7. Develop and support a minimum one college PI&E activity per year.
8. Assist local law enforcement agencies in obtaining funding from the Commission on Drunk Driving Prevention (CDDP).
9. Complete/submit all DMV 314 Forms and follow up at the request of GHSP to ensure 100% submission.

OCCUPANT PROTECTION - OP

1. Participate in the May Click It or Ticket (CIOT) mobilization through enforcement and media/public awareness.
2. Participate in each of the three state Occupant Protection (OP) enforcement mobilizations (October, March, and August). Each participating law enforcement agency shall conduct a minimum of four enforcement events during mobilizations.
3. Conduct at least one media activity per month related to OP/seat belt use/seat belt enforcement activities. Each Coordinator shall attach a dollar value to earned media and track that value, as well as the number of people reached.
4. Conduct "spot check" non-scientific pre- and post-seat belt surveys for each mobilization to assess results of enforcement.
5. Obtain written seat belt use policies by all law enforcement agencies receiving federal highway safety funds and maintain on file in the Coordinator's office. These policies must be written and outline sanctions for non-compliance.
6. Conduct a minimum of four OP Informational Checkpoints (preferably one per each of the four CIOT mobilizations) per year.
7. The Coordinator must complete the 32-hour Child Passenger Safety (CPS) Technician course and remain current with certification.
8. Establish and maintain a minimum of three CPS fitting stations in the region, with a goal of at least one per county.
9. Maintain a list of current CPS Technicians in the region and increase the number of certified technicians in the region.
10. Conduct a minimum of four CPS clinics/events per year.
11. Conduct two age group-specific activities per year (i.e., visit Driver Education classes, High Schools, Middle Schools, Grade Schools).
12. Conduct two child safety seat classes or demonstrations (i.e., 1- 8 hours) to a captive audience (i.e., hospital, daycare, church, civic, etc.) per year.

13. Conduct PI&E and media events during Child Passenger Safety Week in September, including direct participation on Seat Check Saturday.
14. Conduct nighttime seat belt enforcement at least twice during each of the four CIOT mobilizations. Nighttime is considered 6:00 p.m. or after.
15. Encourage enforcement of seat belt laws during all enforcement efforts (DUI, speed, etc.).

MEDIA

1. Facilitate earned media for local, regional, and national highway safety activities.
2. Cooperate with the GHSP Public Information staff in statewide media campaigns.
3. Maintain a media file with all the activity generated by the Regional Program and report the activities to the GHSP Public Information Officer and GHSP Program Manager monthly. Share photographs and other media coverage of events with the GHSP for inclusion on social media pages/Highway Safety publications.
4. Conduct media buys in accordance with the GHSP Media Planning Guide.

TRAFFIC RECORDS

1. Support efforts to convert law enforcement agencies to electronic reporting.
2. Each Coordinator is to ensure their Region's section of the CDDP/Highway Safety database is maintained in a timely and accurate manner. All information is to be entered within one week after an activity has occurred and double checked for accuracy.
3. Upon request by the GHSP Director and/or staff, Coordinators are to facilitate the submission of fatality reports that have not been submitted or need corrected.

OTHER TRAFFIC SAFETY INITIATIVES

1. Conduct or facilitate at least one PI&E activity annually that incorporates topics on each of the following: ATV safety, roadside safety (Move Over law), older driver safety, pedestrian safety, bicycle safety, and commercial vehicle safety.
2. Participate in the August Target Red (red lights and stop signs) Campaign through enforcement and media activities. Pre- and post-enforcement surveys are required.
3. Conduct at least one PI&E/enforcement activity during each of the following: Back to School in August/September and School Bus Safety Week in October.
4. Conduct at least one Distracted Driving (cell phone/texting) enforcement activity per month.
5. Conduct or facilitate at least one activity/media event on Distracted Driving (cell phone/texting) per month. If the region owns a distracted driving simulator or has access to a distracted driving simulator, it is to be incorporated in at least one activity per month on average, with additional activities encouraged during Distracted Driving Month (April). If the Coordinator does not have access to a simulator, then another activity must be planned (i.e., work in conjunction with another Coordinator that does have a simulator).
6. Conduct a minimum of two speed/aggressive driving enforcement activities per month.

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
SAFE COMMUNITIES 402 Grantee: City of Charleston Budget Categories: F24-HS-08-402	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Salaries & Benefits			\$ 61,600.00	
Project Coordinator Salary	\$ 36,000.00			
Clerical Assistant*	\$ 25,600.00			
*(\$16.00/hour, up to 32 hours/week, up to 50 weeks/year)				
Travel & Conferences			\$ 6,000.00	
Coordinator Travel *prior notice must be provided to GHSP	\$ 3,000.00			
Non-Coordinator Travel *prior notice must be provided to GHSP	\$ 3,000.00			
Other Admin Expenditures			\$ 2,000.00	
Office Supplies/Printing/Postage	\$ 2,000.00			
MADD/SADD/Task Force Support			\$ 1,000.00	
Task Force Support/LE Meetings	\$ 1,000.00			
Banquets/Awards			\$ 5,000.00	
Regional Awards Banquet	\$ 5,000.00			
Enforcement			\$ 90,000.00	
Target Red Enforcement (April 1-15, 2024& August 1-15, 2024) *See Special Condition	\$ 10,000.00			
Speed Enforcement/Aggressive Driving Enforcement	\$ 60,000.00			
*see Page 2 Problem ID and Performance Goals for specific roadways to be worked				
Speed Enforcement Mobilization (July 12-28, 2024; Sept. 6-22 2024)	\$ 15,000.00			
*see Page 2 Problem ID and Performance Goals for specific roadways to be worked				
School Bus Safety Enforcement	\$ 5,000.00			
*To be used during National School Bus Safety Week, October 16-20, 2023, and Back to School in August/September 2024				
Police & Other Training			\$ 4,000.00	
Law Enforcement Training (non-alcohol)	\$ 4,000.00			
*pre-approved by GHSP				
Public Information & Education *pre-approved by GHSP			\$ 5,000.00	
Non-Alcohol PI&E	\$ 1,000.00			
High School/College Projects	\$ 4,000.00			
Paid Media *pre-approved by GHSP			\$ 30,000.00	
Non-Alcohol	\$ 20,000.00			
Distracted	\$ 10,000.00			
TOTAL PROJECT COSTS:	\$ 204,600.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 204,600.00	
TOTAL APPROVED PROJECT:			\$ 204,600.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
OCCUPANT PROTECTION 405b Grantee: City of Charleston Budget Categories: F24-HS-08-405b	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 50,000.00	
National CIOT May Mobilization (May 13-27, 2024)	\$ 12,000.00			
October CIOT Mini Mobilization (October 6-22, 2023)	\$ 7,000.00			
March CIOT Mini Mobilization (March 1-17, 2024)	\$ 7,000.00			
August CIOT Mini Mobilization (August 2-18, 2024)	\$ 7,000.00			
Seat Belt Enforcement Year-Round	\$ 10,000.00			
Seat Belt Checkpoints	\$ 7,000.00			
*Checkpoints during CIOT mobilizations, during nighttime hours, starting at 6pm				
*Must participate in all mini waves and May Mobilization.				
*Cannot use leftover funds from one wave for another wave without GHSP approval.				
Fitting Stations/CPS Recerts/Clinics			\$ 8,000.00	
Fitting Station Supplies	\$ 1,500.00			
CPS Clinics/Booths/Events Overtime	\$ 1,500.00			
CPS Certifications/Recertifications	\$ 3,000.00			
CPST Certification Course	\$ 2,000.00			
Child Safety Seats	\$ 3,000.00		\$ 3,000.00	
 National CPS Week: September 15-21, 2024 National Seat Check Saturday: September 21, 2024				
TOTAL PROJECT COSTS:	\$ 61,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 61,000.00	
TOTAL APPROVED PROJECT:			\$ 61,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
TRAFFIC SAFETY DATA SYSTEMS 405c Grantee: City of Charleston Budget Categories: F24-HS-08-405c	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Equipment & Software Electronic Submission Equipment *pre-approved by GHSP	\$ 30,000.00		\$ 30,000.00	DA24-01-08
TOTAL PROJECT COSTS:	\$ 30,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 30,000.00	
TOTAL APPROVED PROJECT:			\$ 30,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
IMPAIRED DRIVING 405d Grantee: City of Charleston Budget Categories: F24-HS-08-405d	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 115,000.00	HV24-01-08
DUI Enforcement	\$ 60,000.00			
DUI Checkpoints	\$ 35,000.00			
*enforcement from 8pm to 4am only, unless pre-approved by GHSP				
*see Page 2 Problem ID and Performance Goals for specific roadways to be worked				
*At least one-half of all checkpoints must be during				
Underage Alcohol Enforcement	\$ 10,000.00			
DRE Enforcement	\$ 5,000.00			
DUI Trailer OT (to work trailer for other agencies)	\$ 5,000.00			
*Prior notice must be provided to GHSP				
Police & Other Training			\$ 5,000.00	TR24-07-08
Impaired Driving Training	\$ 5,000.00			
*pre-approved by GHSP				
Public Information & Education			\$ 1,000.00	OT24-10-08
High School/College Projects/PI&E	\$ 1,000.00			
MADD/SADD/Task Force Support *pre-approved by GHSP			\$ 1,000.00	OT24-10-08
MADD/SADD Support	\$ 1,000.00			
Paid Media *pre-approved by GHSP			\$ 25,000.00	PM24-06-08
Impaired Driving	\$ 25,000.00			
December 13, 2023 –January 1, 2024 - DSOGPO National Enforcement Mobilization				
August 16 –September 2, 2023- DSOGPO National Enforcement Mobilization				
Thanksgiving November 22-26, 2023), West Virginia Day (June 19-23, 2024) and the Fourth of July weekend (July 3-7, 2024) - State Mobilizations				
TOTAL PROJECT COSTS:	\$ 147,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 147,000.00	
TOTAL APPROVED PROJECT:			\$ 147,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
DISTRACTED DRIVING 405e Grantee: City of Charleston Budget Categories: F24-HS-08-405e	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 40,000.00	DD24-30-08
Distracted Driving Enforcement Year-Round	\$ 25,000.00			
Distracted Driving Enforcement - April 2024	\$ 15,000.00			
*Distracted Driving Month is April 2024				
Paid Media *pre-approved by GHSP			\$ 20,000.00	PM24-06-08
Distracted Driving	\$ 20,000.00			
Equipment			\$ 15,000.00	DE24-16-08
Distracted Driving Simulator	\$ 15,000.00			
TOTAL PROJECT COSTS:	\$ 75,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 75,000.00	
TOTAL APPROVED PROJECT:			\$ 75,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
DIV OF HIGHWAYS-WORK ZONE Grantee: City of Charleston Budget Categories: F24-HS-08-DOHWZ	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement Work Zone Enforcement *pre-approved by GHSP; see Special Conditions	\$ 20,000.00		\$ 20,000.00	WZ24-01-08
TOTAL PROJECT COSTS:	\$ 20,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 20,000.00	
TOTAL APPROVED PROJECT:			\$ 20,000.00	

Resolution No. 879-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 879-23 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$56,000 and administer any funds awarded. These funds will provide partial salary reimbursement for two of the Charleston Police Department Prevention Resource Officers (PRO) assigned to West Side Middle School and Capitol High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$56,000 and administer any funds awarded. These funds will provide partial salary reimbursement for two of the Charleston Police Department Prevention Resource Officers (PRO) assigned to West Side Middle School and Capitol High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

Resolution No. 880-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 880-23 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston – West Side Middle School, Capitol High School and George Washington High School.

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 Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston – West Side Middle School, Capitol High School and George Washington High School.

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as a Prevention Resource Officer in the Kanawha County school system at Capital High School and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

1.01 The GRANTEE shall provide one police officer(s), assigned a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system operated by the BOARD.

1.02 PRO shall abide by County School Board Policies and laws, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

1.03 The PRO will provide to student's instruction in various aspects of law enforcement, public safety and education as requested and supervised by teachers.

1.04 GRANTEE shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO Program.

1.05 GRANTEE shall ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

1.06 GRANTEE shall hold harmless the BOARD for any injuries suffered by Prevention Resource Officer arising under their employment with the PRO Program.

1.07 The PRO shall not function as a school disciplinarian, or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform duties to the following:

- a. To perform law enforcement functions within the school setting.
- b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- c. To foster a better understanding of the law enforcement function.
- d. To develop a better appreciation of citizen's rights, obligations and responsibilities.
- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
- g. To promote positive relations between students and law enforcement officers.
- h. To enhance knowledge of the fundamental concept and structure of law.
- i. To be familiar with confidentiality requirements.

1.08 The police officer may not be changed during the course of the agreement by the GRANTEE unless the substitute officer has received the required training. The PRO shall be on duty at the school during regular school hours when students are required to attend and when the required PRO training programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.09 The PRO shall not be required to attend extracurricular activities, which are held beyond his/her regular workday nor require the PRO to leave his/her jurisdiction, but the PRO shall have the option if they choose to do so.

1.10 The PRO shall have access to all data contained in the WVEIS system, the school administration student systems, and any other disciplinary and attendance information.

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **\$33.83** per hour and shall be made within **30** days of receipt of the invoice.

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2023, through the 30th day of June 2024.

3.02 This agreement shall continue in effect until the duration of the term as described in paragraph 3.01 or until terminated by either of the parties in accordance with the term listed in section four below.

SECTION 4. TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10. CHOICE OF LAW

10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binding upon and insure to the benefit of the successors of the GRANTEE and BOARD.

SECTION 11. NOTICES

11.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein:

Mayor Amy Shuler Goodwin
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Date

Dr. Tom Williams, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as a Prevention Resource Officer in the Kanawha County school system at George Washington High School and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

1.01 The GRANTEE shall provide one police officer(s), assigned a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system operated by the BOARD.

1.02 PRO shall abide by County School Board Policies and laws, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

1.03 The PRO will provide to student's instruction in various aspects of law enforcement, public safety and education as requested and supervised by teachers.

1.04 GRANTEE shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO Program.

1.05 GRANTEE shall ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

1.06 GRANTEE shall hold harmless the BOARD for any injuries suffered by Prevention Resource Officer arising under their employment with the PRO Program.

1.07 The PRO shall not function as a school disciplinarian, or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform duties to the following:

- a. To perform law enforcement functions within the school setting.
- b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- c. To foster a better understanding of the law enforcement function.
- d. To develop a better appreciation of citizen's rights, obligations and responsibilities.
- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
- g. To promote positive relations between students and law enforcement officers.
- h. To enhance knowledge of the fundamental concept and structure of law.
- i. To be familiar with confidentiality requirements.

1.08 The police officer may not be changed during the course of the agreement by the GRANTEE unless the substitute officer has received the required training. The PRO shall be on duty at the school during regular school hours when students are required to attend and when the required PRO training programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.09 The PRO shall not be required to attend extracurricular activities, which are held beyond his/her regular workday nor require the PRO to leave his/her jurisdiction, but the PRO shall have the option if they choose to do so.

1.10 The PRO shall have access to all data contained in the WVEIS system, the school administration student systems, and any other disciplinary and attendance information.

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **\$33.83** per hour and shall be made within **30** days of receipt of the invoice.

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2023, through the 30th day of June 2024.

3.02 This agreement shall continue in effect until the duration of the term as described in paragraph 3.01 or until terminated by either of the parties in accordance with the term listed in section four below.

SECTION 4. TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

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P.O. Box 2749
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Date

Dr. Tom Williams, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as a Prevention Resource Officer in the Kanawha County school system at West Side Middle School and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

1.01 The GRANTEE shall provide one police officer(s), assigned a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system operated by the BOARD.

1.02 PRO shall abide by County School Board Policies and laws, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

1.03 The PRO will provide to student's instruction in various aspects of law enforcement, public safety and education as requested and supervised by teachers.

1.04 GRANTEE shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO Program.

1.05 GRANTEE shall ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

1.06 GRANTEE shall hold harmless the BOARD for any injuries suffered by Prevention Resource Officer arising under their employment with the PRO Program.

1.07 The PRO shall not function as a school disciplinarian, or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform duties to the following:

- a. To perform law enforcement functions within the school setting.
- b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- c. To foster a better understanding of the law enforcement function.
- d. To develop a better appreciation of citizen's rights, obligations and responsibilities.
- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
- g. To promote positive relations between students and law enforcement officers.
- h. To enhance knowledge of the fundamental concept and structure of law.
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1.08 The police officer may not be changed during the course of the agreement by the GRANTEE unless the substitute officer has received the required training. The PRO shall be on duty at the school during regular school hours when students are required to attend and when the required PRO training programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.09 The PRO shall not be required to attend extracurricular activities, which are held beyond his/her regular workday nor require the PRO to leave his/her jurisdiction, but the PRO shall have the option if they choose to do so.

1.10 The PRO shall have access to all data contained in the WVEIS system, the school administration student systems, and any other disciplinary and attendance information.

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **\$33.83** per hour and shall be made within **30** days of receipt of the invoice.

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2023, through the 30th day of June 2024.

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4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

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Mayor Amy Shuler Goodwin
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Date

Dr. Tom Williams, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

Resolution No. 881-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 881-23 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$112,000 and administer any funds awarded. These funds will provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro, St. Albans and South Charleston Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$112,000 and administer any funds awarded. These funds will provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro, St. Albans and South Charleston Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

Resolution No. 882-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 882-23 - Authorizing the Mayor or City Manager to enter into a three-year agreement with DC Elevator Company, Inc. for annual maintenance of elevators in four of the City of Charleston's parking garages, where the total amount of the three-year agreement is \$90,720, plus overtime callout service as needed at \$134.43 per hour, and where the vendor and price were determined through a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a three-year agreement with DC Elevator Company, Inc. for annual maintenance of elevators in four of the City of Charleston's parking garages, where the total amount of the three-year agreement is \$90,720, plus overtime callout service as needed at \$134.43 per hour, and where the vendor and price were determined through a competitive bidding process.

		DC Elevator Company Inc		TK Elevator	
Item	Quantity	Price	Extension	Price	Extension
BID AND PROPOSAL FORM (2 OF 3)					
Annual Maintenance Agreement - Per Year	3.00	\$30,240.00	\$90,720.00	\$35,400.00	\$106,200.00
Overtime Call Out Service - Per Hour	1.00	\$134.43	\$134.43	\$600.00	\$600.00
2 Items	Totals				
Local Vendor Preference		(\$4,536)	\$86,166	(\$5,310)	\$100,890

Resolution No. 883-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 883-23 - Authorizing the Mayor or City Manager to enter into an Easement
2 Agreement with Goodwill Industries of Kanawha Valley, Inc. for pedestrian access to the
3 concrete sidewalk located between 505 Leon Sullivan Way and 507 Leon Sullivan Way.

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

6
7 That the Mayor or City Manager is hereby authorized to enter into an Easement Agreement
8 with Goodwill Industries of Kanawha Valley, Inc. for pedestrian access to the concrete sidewalk
9 located between 505 Leon Sullivan Way and 507 Leon Sullivan Way.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "**Agreement**"), dated as of the [DAY] day of [MONTH], 2023 (the "**Effective Date**"), is entered into between the **CITY OF CHARLESTON**, a West Virginia municipal corporation (hereinafter, the "**Grantor**"), having an address at 501 Virginia Street, East, Charleston, West Virginia 25301 and **GOODWILL INDUSTRIES OF KANAWHA VALLEY, INC.**, a West Virginia nonprofit corporation (hereinafter, the "**Grantee**"), having an address at 215 Virginia Street West Charleston, WV 25302, (collectively, the "**Parties**" and each a "**Party**").

WITNESSETH:

WHEREAS, Grantor and Grantee entered into that certain Ground Lease Agreement, dated May 31, 2023, including a Corrective Memorandum of Lease which is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia in Lease Book _____, at page _____ (the "**Lease**"), whereby Grantor leased that certain premises situated in Kanawha County, West Virginia, consisting of approximately 0.109 acres of land located at 507 Leon Sullivan Way, Charleston, West Virginia 25302 (the "**Premises**"); and

WHEREAS, Grantor is willing to grant to Grantee an easement for pedestrian access to the concrete sidewalk located between the Premises and the two-story brick building, owned by the Grantor, located at 505 Leon Sullivan Way, as is more particularly described on Exhibit A incorporated herein by reference (the "**Easement Area**");

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors, and assigns, and to any future lessor of the Premises, a non-exclusive pedestrian access easement (the "**Easement**") in, under, upon, about, over, and through the Easement Area, for the benefit of Grantee.
2. Term. This Agreement and all rights granted herein shall terminate automatically, and the Easement shall automatically revert to Grantor, upon the expiration or termination of the Lease.
3. Use. Grantee may use the easement for pedestrian access to the Premises.
4. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor.
5. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.
6. Relocation. Grantor or Grantee may relocate the Easement if prior written consent is obtained from the non-requesting party, which consent may not be unreasonably withheld. If either party

desires to relocate the Easement and/or Easement Area, such party shall send a request to relocate the Easement and/or Easement Area, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within thirty (30) days of receiving such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. Both Grantor and Grantee, hereby acknowledge and agree that the party requesting the relocation shall be responsible for all the costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area.

7. Grantor's Use of Property. Grantor reserves the right to use the Easement Area in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

8. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

9. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

10. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WEST VIRGINIA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF WEST VIRGINIA, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

11. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than thirty (30) days after the date hereof.

12. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

13. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

GRANTOR:

CITY OF CHARLESTON

By: _____

Name: Amy Shuler Goodwin

Title: Mayor

GRANTEE:

**GOODWILL INDUSTRIES OF KANAWHA
VALLEY, INC.**

By: _____

Name: Daniel Owen

Title: CEO and President

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

LEGAL DESCRIPTION 5' WIDE JOINT ACCESS EASEMENT

Being an easement 5 feet wide centered on the division line of the City of Charleston 0.266 acre (Lot A) and 0.109 acre (Lot B) parcels resulting from the division of a 0.375 acre tract recorded in Deed Book 2205 page 92, a more particular description being made as follows:

Beginning at a Magnail set in the center of a 5' wide walk and in the northerly right of w line of Leon Sullivan Way marking a corner to the aforementioned parcels, thence;

with the line of said right of way S 49°53'56" W a distance of 2.5 feet to a point, thence;

leaving the line of Leon Sullivan Way and with a line parallel to and 2.5 feet equidistant from said division line N 43°27'04" W a distance of 58.69 feet to a point in the southerly line of a 15 foot wide alley, thence;

with the line of said alley N 49°00'00" E crossing a 5/8" rebar pin marking a corner to Lots "A" & "B" at 2.50 feet and continuing for a total distance of 5.00 feet to a point, thence;

leaving the right of way line of the alley and with a line parallel to and 2.50 feet northeasterly of said division line S 43°27'04" E a distance of 58.76 feet to a point in the right of way line of Leon Sullivan Way, thence;

with the right of way line of Leon Sullivan Way S 49°53'56" W a distance of 2.50 feet to the beginning.

Resolution No. 884-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 884-23 - Authorizing approval of Amendment No. 3 of the FY 2023-2024 General
- 2 Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 3 of the FY 2023-2024 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2023-2024 Budget Amendment No. 3 - September 18, 2023

Revenues and Fund Balances

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

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 699 00 000 5 598	Contingency	Contingency	336,432	(52,466)	283,966
001 566 00 000 1 103	Public Works	Salaries & Wages	199,495	37,044	236,539
001 566 00 000 1 104	Public Works	FICA	15,261	2,834	18,095
001 566 00 000 1 105	Public Works	Medical & Life Insurance	26,858	8,956	35,814
001 566 00 000 1 106	Public Works	PERS	17,955	3,334	21,289
001 566 00 000 1 111	Public Works	Dental & Optical Insurance	1,458	486	1,944
001 566 00 000 1 112	Public Works	Employee Insurance Cont.	(3,375)	(1,125)	(4,500)
001 566 00 000 2 226	Public Works	Insurance - WC & UC	2,811	937	3,748
Net Increase/(Decrease) to Expenditures				-	

Description:

To create a new position Administrative Assistant I (N-OT/109) in Public Works to assist with Public Grounds.