

CHARLESTON CITY COUNCIL

Regular Meeting

December 18, 2023

at 7:00 PM



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

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

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

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 12-18-2023

PROCLAMATIONS

1. 12-18-2023

COMMUNICATIONS

1. 12-18-2023

REPORTS OF STANDING COMMITTEES

ORDINANCE AND RULES

1. Resolution No. 911-23 - Declaring that the City of Charleston, City Administration, its City Council, its various Boards and Commissions, and the citizens and businesses of the City of Charleston will strive to utilize native plant species, minimize pesticide usage, operate bird-safe buildings, and seek opportunities to protect the habitats of species of the greatest conservation need as designated by the West Virginia Division of Natural Resources.

2. Bill No. 7991 Committee Substitute - A BILL to amend sections of the Municipal Code relating to city agencies and boards adopting wellbeing and conservation goals for the city.

PLANNING, STREETS AND TRAFFIC

1. Bill No. 8014 Committee Substitute - A Bill amending the Zoning Ordinance by adding the definition of Digital Display Sign and amending sections relating to authorizing the use of digital display signs.
2. Bill No. 8020 - A Bill amending the Zoning Ordinance by rezoning from a R-6 district to a C-8 district, the parcel of land identified as 875 Oakwood Road.

FINANCE

1. ~~Resolution No. 912-23 - Authorizing the Mayor or City Manager to enter into a contract with Brewer and Company of West Virginia, Inc. to repair and replace standpipes at the Cinemas Parking Garage. Removed 12-25-2023~~
2. Resolution No. 913-23 - Authorizing the Mayor or City Manager to purchase 15 mobile data terminals for the Charleston Police Department fleet vehicles from Brooks Network Services.
3. Resolution No. 914-23 - Authorizing the Mayor or City Manager to renew the Agreement with WesBanco Inc. for the City's commercial banking services.
4. Resolution No. 915-23 - Authorizing the Mayor or Chief of Police to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area for funds to be awarded to the Metropolitan Drug Enforcement Network Team.
5. Resolution No. 916-23 - A Resolution authorizing the acquisition and lease of office space for the Metropolitan Drug Enforcement Network Team.
6. Resolution No. 917-23 - Authorizing the Mayor or City Manager to execute a change order with Specialty Groups, Inc. for concrete items overruns for the 5-Corners Intersection Construction Project.
7. Resolution No. 918-23 - A Resolution ratifying the emergency expenditure authorization of the City Manager for repairing and replacing gas lines at the Public Grounds Building.

REPORTS OF OFFICERS

1. 12-18-2023

NEW BILLS

1. 12-18-2023

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE JANUARY 2, 2024 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 12-14-2023

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

Received
DEC 11 2023
Human Resources

RECEIVED
DEC 11 2023
OFFICE OF CITY CLERK



AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

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

That this affiant resides at: 734 Garrison Ave Charleston, WV 25302

Telephone Number: 304-964-0347

and that on the 29 day of Nov, 2019/²⁰²³2020, at approximately 1 am/pm
in the City of Charleston, West Virginia, he/she sustained

Loss of property

Nature Of Injury And/Or Damage

As A Result Of:

trash man picking up bicycle box never opened, sitting
by mailbox opposite side of trash bin & throwing it
away & crushing it. Was a new trick bike. The cost to
replace said new bike is \$156.00. Bike was just delivered
by FedEx was purchased at Walmart on black Friday.

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

Sarah Stone
Signature of Claimant

Taken, subscribed and sworn to before me this _____ day of _____, 2020.
My commission expires _____.

Notary Public



AFFIDAVIT City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

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

That this affiant resides at: 1587 Virginia St. E. Charleston, WV 25311

Telephone Number: 304-389-4993

and that on the 4th day of November, 2022/2023 at approximately 8:00 am/pm
in the City of Charleston, West Virginia, he/she sustained

Flat tire and damaged struts

Nature Of Injury And/Or Damage

As A Result Of:

Hitting a pot hole.

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

Rebekah Switzer
Signature of Claimant

Taken, subscribed and sworn to before me this 2nd day of December, 2023.
My commission expires July 1 2026

April Michelle Arehart
Notary Public



RECEIVED

DEC 06 2023

OFFICE OF CITY CLERK

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** The West Side of Charleston was impacted by utility outages that left both families and businesses without access to gas service, heat, hot water, and stoves; and
- WHEREAS:** As the gas company worked to restore gas service, the city team walked door to door, and local service organizations worked collaboratively to ensure resources were available – members of the community united to take care of one another; and
- WHEREAS:** Community members, houses of worship, local organizations, city departments and many others joined together to provide relief to West Side residents – obtaining and distributing portable heaters, blankets, and meals; serving meals, including Thanksgiving dinner; opening up facilities for showers and laundry service; continuing door-to-door outreach; installing fire alarms and carbon monoxide detectors, and sharing valuable safety information; putting together and distributing comfort kits; and providing direct support to the community; and
- WHEREAS:** The City of Charleston and Charleston City Council extend our heartfelt thanks to every helper, volunteer, and organization that played a vital role in helping the affected residents; and
- WHEREAS:** We recognize their dedication, compassion, and selflessness, and the significant and positive impact of their hard work and generous service has had on the West Side throughout the past several weeks.

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

West Side Helpers

and thank them for working tirelessly to keep West Side residents fed, warm, and supported during this challenging time.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 18th day of November 2023.





Amy Shuler Goodwin, Mayor

Resolution No. 911-23

Introduced in Council:

December 18, 2023

Adopted by Council:

Introduced by:

Emmett Pepper and Frank Annie

Referred to:

Ordinance & Rules

1 Resolution No. 911-23 - Declaring that the City of Charleston, City Administration, its City
2 Council, its various Boards and Commissions, and the citizens and businesses of the City of
3 Charleston will strive to utilize native plant species, minimize pesticide usage, operate bird-safe
4 buildings, and seek opportunities to protect the habitats of species of the greatest conservation
5 need as designated by the West Virginia Division of Natural Resources.

6
7 WHEREAS, access to parkland, open space, nature, and recreational facilities creates a sense of
8 community through gathering spaces; and benefits the health, happiness, and lives of
9 Charleston's residents; and

10
11 WHEREAS, according to the Trust for Public Land, about half of the residents of the City of
12 Charleston are within a ten-minute walk or half mile of a park, while the national average is
13 55%; and

14
15 WHEREAS, according to the Living Planet Index by the World Wildlife Fund (WWF) and Zoological
16 Society of London (ZSL), animal species populations have dropped 20% since the first Earth Day
17 in 1970; and

18
19 WHEREAS, for example, the International Union for Conservation of Nature (IUCN) recently listed
20 the migratory monarch butterfly as an endangered species, further justifying the need for city's
21 monarch waystation in Spring Hill Cemetery Park and other future waystations; and

22
23 WHEREAS, the City's own operations and the operations of the citizens and businesses of the City
24 can affect wildlife through actions such as utilizing native plant species in landscaping, reducing
25 pesticide and insecticide usage, and operating buildings in a bird-safe manner; and

26
27 WHEREAS, according to the United Nations Convention on Biodiversity, in order to protect
28 biodiversity and ecosystem functioning services, 30% of lands in the world need to be
29 protected; and

30
31 WHEREAS, the City of Charleston currently has approximately 550 of its 20,890 acres available as
32 public parkland, equal to approximately 3%; and
33

1 WHEREAS, the 50th Anniversary of the U.S. Endangered Species Act, the nation’s most prominent
2 and historic biodiversity legislation, occurs later this month, on December 28, 2023; and

3
4 WHEREAS, increasingly, scientists believe that people’s mental and physical health benefit from
5 access to natural ecosystems – for example, a 2019 study in the journal *Nature* found that 120
6 minutes each week in nature was associated with good health and wellbeing; and

7
8 WHEREAS, the City will seek to reach the goals set forth in this resolution, but nothing in this
9 resolution shall bind the City or require any action from the City.
10

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

12 That the City of Charleston seeks to increase access for its residents to public parks for
13 recreation, access to nature, and the ecosystem services that nature provides; and
14

15 Be it further resolved:

16 That the City of Charleston sets as a goal that 5% of the land in the City be reserved for public
17 parks, with at least 3% of land in the City be preserved as natural landscapes; and
18

19 Be it further resolved:

20 That the City of Charleston sets a goal that 75% of all residents have a park or recreation space
21 within a ten-minute walk or half mile of their homes; and
22

23 Be it further resolved:

24 That the City of Charleston strives to utilize native plant species when landscaping and planting,
25 minimize pesticide usage, and operate bird-safe buildings in the future as funds are dedicated
26 for such purposes, and encourages its citizens and businesses to strive for the same goals; and
27

28 Be it further resolved:

29 That the City of Charleston seeks opportunities to locate additional monarch butterfly
30 waystations and to otherwise protect the habitats of species of the greatest conservation need
31 (SGCN), as designated by the West Virginia Division of Natural Resources (WVDNR) that have
32 been found to live in the City; and
33

34 Be it further resolved:

35 That the City of Charleston encourages its citizens and businesses to join in these efforts to
36 protect animal species populations in celebration of the 50th Anniversary of the U.S.
37 Endangered Species Act; and
38

39 Be it further resolved:

40 That no additional City parks shall be created without consideration of maintenance costs,
41 staffing, and the budget of the City’s Parks and Recreation Department.

Bill No. 7991 Ordinance & Rules Committee Substitute

Introduced in Council:

April 17, 2023

Adopted by Council:

Introduced by:

**Emmett Pepper, Frank Annie ,
Becky Ceperley, Mary Beth Hoover,
Larry Moore, and Joe Solomon**

Referred to:

**Parks and Recreation and
Ordinance and Rules**

Bill No. 7991 Ordinance & Rules Committee Substitute - A BILL to amend and reenact sections 2-533, 50-172, 65-13, and 82-44, of the Municipal Code of the City of Charleston, as amended, all relating to city agencies and boards adopting wellbeing and conservation goals for the city.

~~**WHEREAS**, access to parkland, open space, nature, and recreational facilities creates a sense of community through gathering spaces; and benefits the health, happiness, and lives of Charleston's residents; and~~

~~**WHEREAS**, according to the Trust for Public Land, about half of the residents of the City of Charleston are within a ten-minute walk (half mile) of a park, while the national average is 55%; and~~

~~**WHEREAS**, according to the Living Planet Index by the World Wildlife Fund (WWF) and Zoological Society of London (ZSL), animal species populations have dropped 20% since the first Earth Day in 1970; and~~

~~**WHEREAS**, for example, the International Union for Conservation of Nature (IUCN) recently listed the migratory monarch butterfly as an endangered species, further justifying the need for city's monarch waystation in Spring Hill Cemetery Park and other future waystations; and~~

~~**WHEREAS**, the City's own operations can affect wildlife through actions such as utilizing native plant species in landscaping, reducing pesticide and insecticide usage, and operating buildings in a bird-safe manner; and~~

~~**WHEREAS**, according to the United Nations Convention on Biodiversity, in order to protect biodiversity and ecosystem functioning services, 30% of lands in the world need to be protected; and~~

~~**WHEREAS**, the City of Charleston currently has approximately 550 of its 20,890 acres available as public parkland, equal to approximately 3%; and~~

~~**WHEREAS**, the 50th Anniversary of the U.S. Endangered Species Act, the nation's most~~

~~prominent and historic biodiversity legislation, occurs later this year, on December 28, 2023; and~~

~~WHEREAS, increasingly, scientists believe that people's mental and physical health benefit from access to natural ecosystems — for example, a 2019 study in the journal *Nature* found that 120 minutes each week in nature was associated with good health and wellbeing; and~~

~~WHEREAS, having clear direction to all applicable agencies, the City of Charleston will benefit its residents by having goals for ensuring access to public spaces, including natural spaces; and~~

~~WHEREAS, on this Earth Day 2023, the City of Charleston commits to increasing access for its residents to public parks for recreation, access to nature, and the ecosystem services that nature provides through the declarations in this bill, the changes to City code made by this bill, and future actions of the City Council; and~~

~~WHEREAS, the City of Charleston hereby sets as a goal that 5% of the land in the City be reserved for public parks, with at least 3% of land in the City be preserved as natural landscapes; and~~

~~WHEREAS, the City of Charleston hereby sets a goal that 75% of all residents have a public park within a ten-minute (half mile) walk of their homes; and~~

~~WHEREAS, the City of Charleston commits to utilizing native plant species when landscaping and planting, minimize pesticide usage, and operate bird-safe buildings, to the extent pecuniarily practicable; and~~

~~WHEREAS, the City of Charleston seeks opportunities to locate additional monarch butterfly waystations and to otherwise protect the habitats of species of the greatest conservation need (SGCN), as designated by the West Virginia Division of Natural Resources (WVDNR)), and species on the International Union for Conservation of Nature (IUCN) Red List, that have been found to live in the City; and~~

~~WHEREAS, in furtherance of these goals and objectives, the City Council hereby adopts this ordinance.~~

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

That Sections 2-533, 50-172, 65-13, 82-44, and 90-33 of the Municipal Code of the City of Charleston, as amended, are hereby amended and reenacted, all to read as follows:

CHAPTER 2 - ADMINISTRATION

ARTICLE VII. - BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 2. - BEAUTIFICATION COMMISSION

Sec. 2-533. Duties.

(a) It shall be the duty of the beautification commission to advise and recommend to the mayor or the city council such programs or projects as would, in the opinion of the commission, improve the beauty and general welfare of the city, and conform in a manner consistent with the development and conservation goals contained in the city's comprehensive plan.

(b) The mayor or the council may request the advice or cooperation of the commission for any project or program connected with the beautification, cleanliness or general welfare of the city.

(c) The commission shall submit an annual report to the mayor, generally outlining its program and progress during the previous year.

(d) It shall be the duty of the commission to recommend maintenance and rules of Davis Park, Shanklin Park, Elk River Park and Ruffner.

(e) The commission shall approve recommendations for expenditures from the municipal beautification project fund.

(f) The commission shall, upon recommendation of the department head, approve the citywide consulting horticulturalist and make this recommendation to the finance committee and the city council.

(g) The commission shall serve as the tree board for the city.

CHAPTER 50 - ENVIRONMENT

ARTICLE V. - TREES

Sec. 50-172. Purpose.

It is the purpose of this article to promote and protect the public health and general welfare in furtherance of the development and conservation goals contained in the city's comprehensive plan, by providing for the regulations of the planting, maintenance, preservation and removal of trees within the city.

CHAPTER 65 - LAND REUSE AGENCY

ARTICLE II. - POWERS AND DUTIES.

Sec. 65-12. - Redevelopment division.

The CLRA redevelopment division shall focus on properties in residential and commercial areas of the city that the CLRA owns or could own with the goal of rehabilitating the neighborhood and general area, in support of policies adopted by the City of Charleston, including the development and conservation goals contained in the comprehensive plan. The redevelopment division may recommend to the board that the CLRA acquire property, convey or lease property owned by the CLRA, create land lease agreements for property owned by the CLRA, work with developers to create new redevelopment on CLRA owned property, or make any other recommendation regarding the acquisition, disposal, or development of property. The CLRA redevelopment division shall work with the Charleston Urban Renewal Authority (CURA) to assist in the planning and development of relevant property owned by CURA.

Sec. 65-13. Conservation division.

The CLRA conservation division shall focus on properties across the city that the CLRA owns or could own with the goal of rehabilitating the area through land conservation, rather than development, in support of policies adopted by the City of Charleston, including the development and conservation goals contained in the comprehensive plan. The conservation division may recommend to the board that the CLRA acquire property, maintain, improve and preserve public trust lands, proposals to foster the donation of public trust lands to the city, to encourage the monetary support for public trust lands and to maintain in trust lands and moneys which are owned by or contributed to the city for the purposes of this division.

"Public trust lands" for purposes of this chapter shall mean and include: lands, easements, leases or any other interest in real property, whether possessory or nonpossessory, having scenic, recreation, historic, woodland, forestry, conservation, preservation or cultural value which are owned or acquired by the city. Public trust lands may include conservation and preservation easements as provided in W. Va. Code, Ch. 20, Art. 12.

CHAPTER 82 - PARKS AND RECREATION

ARTICLE II. - PARKS AND RECREATION DEPARTMENT

Sec. 82-44. Construction and acquisition of recreational property.

The city council may establish, construct, acquire and set aside for recreational parks, playgrounds and other recreational facilities any real or personal property acquired by the city, in furtherance of existing public policies, including the city's comprehensive plan and the State of West Virginia's Statewide Comprehensive Outdoor Recreation Plan (SCORP). Such property shall be under the control of the director when turned over to the director by the council.

Bill No. 8014 Committee Substitute

Introduced in Council:

October 4, 2003

Introduced by:

Pat Jones

Adopted by Council:

Referred to:

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

Bill No. 8014 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, adopted January 1, 2006, as amended, by adding the definition of Digital Display Sign to Section 2-020, amending sections 24-050, 24-060, and deleting section 24-080-07 relating to authorizing the use of digital display signs.

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

The Zoning Ordinance for the City of Charleston, West Virginia, effective January 1, 2006, is hereby amended as follows:

1) Sec. 2-20 Definition of Terms

Digital Display Sign: The portion of a sign message made up of internally illuminated components capable of changing the message periodically. Digital displays may include but are not limited to LCD, LED, or plasma displays.

2) Sec. 24-050 Prohibited Signs

The following signs shall be prohibited in all districts, except as otherwise noted herein:

- A. Signs which incorporate in any manner flashing or moving lights or any other visible moving or revolving part, attention attracting device, ~~except for time, temperature, or date signs.~~
- B. Banners, pennants, flags, spinners, or streamers, except as permitted in Sec. 24-070-03, Supplemental Regulations for Temporary Signs in Residential Districts, and Sec. 24-080-03 Supplemental Regulations for Temporary Signs Permitted in Commercial and Industrial Districts.
- C. Signs which obstruct or impair the vision of drivers or obstructs or detracts from the visibility of, or resembles, any traffic sign or traffic control device on a public street or road, by reason of size, shape, location, color, or illumination.
- D. Signs which make use of words such as "STOP", "LOOK", "DANGER", or other similar words, phrases, symbols, or characters in such a manner as to imply the need or requirement of stopping or the existence of danger.
- E. Sign which obstructs free ingress or egress for a door, window, fire escape, or other exit way required by the Building or Fire Code.
- F. Portable signs.
- G. Signs containing graphics or lettering illustrating specified sexual activities

- and/or specified anatomical areas, as defined within this ordinance.
- H. Any sign which no longer advertises a bona fide business, activity, campaign, service or product, including real estate signs.
 - I. Any sign not in compliance with regulations involving highway interstate standards and specifications.
 - J. Roof signs.
 - K. Merchandise, equipment, products, vehicles, or other items not themselves for sale and placed for attention-getting, identification or advertising purposes.
 - L. Any sign erected on a tree or utility pole.
 - M. Any sign structure or frame no longer containing a sign.
 - N. Any sign that is structurally or electrically unsafe.
 - O. Temporary signs located in a public right-of-way.
 - ~~P. Digital, LED or similar signs, except for time, temperature, or date signs, except as permitted in Section 24-080-05.~~

3) **Sec. 24-060 General Sign Regulations**

- A. All signs shall comply with the provisions of Section 21-030, Safety and Vision.
- B. A pole sign shall not extend over a public right-of-way.
- C. A wall sign shall not extend above any roof line or further than twelve (12) inches from the building, or part of the building, to which the sign is attached.
- D. No shingle sign or marquee sign shall be lower than nine (9) feet above ground level.
- E. No sign shall be permitted to be erected unless the back of such structure is shielded from public view by a building, other structure, high planting, or another sign of the same size (where permitted), or unless such back is painted a neutral color or is enclosed in a solid metal backing that is treated or painted against corrosion.
- F. The painted portions of signs shall be periodically repainted and kept in good condition.
- G. The general area in the vicinity of a sign must be kept clear of weeds, debris, trash and other refuse by the property owner.
- H. The roofs of all marquees shall be properly guttered and connected by down spouts to a sewer so that the water there from will not drip or flow onto public property.
- I. The allowed square footage of window signs in zoning districts R-O and above shall not exceed 25% of the total square foot area of each window, or up to 50% of the total square foot area of each window if there are no wall signs on the premises. Window sign calculations shall include, but not be limited to, informational signage such as hours of operation and open/closed signs.
- J. Digital display signs shall be freestanding signs of an area of 12 square feet or less and conform to other relevant definitions and restrictions for freestanding signs listed elsewhere in the Zoning Ordinance. Such signs

82 must remain static and nonanimated and shall while remaining fixed for a
83 minimum of ~~10-seconds~~ 15 minutes. Messages must transition instantly,
84 with no transition graphics. The luminance may not exceed 5,000 nits
85 (candela per square meter) between sunrise and sunset or 250 nits during
86 nighttime hours. Digital display signs are not permitted in the Central
87 Business District or the East End Overlay District.
88

- 89 5) All prior ordinances or parts of ordinances, inconsistent with this ordinance are
90 hereby repealed to the extent of such inconsistency.
91
92

Bill No. 8020

Introduced in Council:

November 6, 2023

Introduced by:

Frank Annie

Adopted by Council:

Referred to:

Municipal Planning Commission
Planning, Streets and Traffic

Bill No. 8020 – A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from a R-6 district to a C-8 district, the parcel of land identified as 875 Oakwood Road, South Annex District, Tax Map 11, Parcel 22 in the City of Charleston, Kanawha County, State of West Virginia.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from a R-6 district to a C-8 district the whole of the following described lot or parcel of land:

Parcel No. 22 as shown on South Annex Tax Map No. 11. Subject parcel commonly known as "Lot 2 RESUB LTS 1-4 MULLINS, EST JOPLIN BR CONT. 3.729AC M/L" 875 Oakwood Road, Charleston, West Virginia. Said tax map is of record on the Planning Office.

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

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



REZONING FROM R-6 TO C-8



Municipal Planning Commission
Checklist for Application for Rezoning

MPC Hearing Date: _____

Bill #: _____

Applicant Information	Property Information
Name: <u>David L. Dotson</u>	Address: <u>875 Oakwood Rd</u> <u>Charleston, WV 25314</u>
Address: <u>875 Oakwood Rd Charleston, WV 25314</u> <u>877 Oakwood Rd Charleston, WV 25314</u>	Tax Map and Parcel: <u>11 0022 0000 0000</u>
Phone: _____	Zoning District: <u>C8 & R6</u>
Agents Name, Address, Phone (If other than Applicant): _____	Property Owner and Mailing Address: _____ (if other than applicant)

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 rezone including the information outlined below; 2) a Bill sponsored by a member of Charleston City Council using the format of the sample provided; 3) a map of the area proposed for rezoning, drawn to scale; 4) \$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 shall be included in a written justification for the request for rezoning:

- _____ Statement of petitioner's identity as contract purchaser, agent or owner.
- _____ Property Address including Kanawha County Tax map and Parcel No.
- _____ Description of the use for which a rezoning is being requested and specific district being requested (eg. R-6 Medium Density Residential District or C-10 General Commercial District).
- _____ Statement of compliance with the City's Comprehensive and Neighborhood Plans, OR justification for variance from the City's Comprehensive and Neighborhood Plans.
- _____ Statement that a map of the subject property that is attached.

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.

I hereby affirm that all of the statements and information contained in or filed with this application are true and correct to the best of my knowledge.

David L. Dotson
Signature

11-3-2023
Date

Resolution No. 913-23

Introduced in Council:

December 18, 2023

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 913-23 – Authorizing the Mayor or City Manager to purchase 15 mobile data terminals (MDTs) for the Charleston Police Department fleet vehicles from Brooks Network Services in the amount of \$35,910.00 pursuant to a competitively procured Sourcewell contract. This equipment is to replace old and damaged MDTs.

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

That the Mayor or City Manager is authorized to purchase 15 mobile data terminals (MDTs) for the Charleston Police Department fleet vehicles from Brooks Network Services in the amount of \$35,910.00.



INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$5,000 or more**. A minimum of 3 quotes is required for this form.

CITY OF CHARLESTON
Purchase Request

Date: 11/28/2023

To: CITY MANAGER,

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

15 MDTs for CPD fleet vehicles.

Purchase justification: _____

to replace old and damaged MDTs

(purchased with Sourcewell contract)

If approved, the total purchase price will be: **\$35,910.00**

(Check One)

☐

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

☐

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

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

- | | | |
|----|--------------------------------|----------------------------------|
| 1. | Brooks Network Services | Price Quote: \$ 35,910.00 |
| 2. | | Price Quote: \$ |
| 3. | | Price Quote: \$ |
| 4. | | Price Quote: \$ |
| 5. | | Price Quote: \$ |

The apparent low-bid vendor *meeting specifications* is: Brooks Network Services

AND



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

OR

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

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

ITEM A (For Sole Source Procurements ONLY)

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

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

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

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

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

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

L.F.

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

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

Funds Approval:  Date: 12/4/2023
Authorized Financial Officer

Account Number: 001-976-00-700-4-459 Council approval required

City Manager Approval: _____ Date: _____

Brooks Network Services, LLC.
 403 Burlington Ave.
 Gibsonville, NC 27249 US
 (336) 270-5895
 sbrooks@brooksnetworkservices.com

Quotation



ADDRESS
 Sgt Lucas
 Charleston Police Department WV
 501 Virginia St. East
 Charleston, WV 25301

SHIP TO
 Sgt Lucas
 Charleston Police Department WV
 501 Virginia St. East
 Charleston, WV 25301

QUOTATION # DATE
 6380 11/22/2023

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	SP276ADASCXX	15	2,394.00	35,910.00
	S410G4 - i5-1135G7, Hello Cam, Win11+16GB, 256GB PCIe SSD(main), SR(LCD+TS+Stylus), US KBD+US Power Cord, Backlit KBD, WIFI+BT+4G GPS+PT, TB4			
	Sourcewell 090122-GET Contract			
	MSRP: \$			
	Sell Price: \$			
	Discount Margin: %			
Sales and use tax is not included.				
SUBTOTAL				35,910.00
TAX				0.00
TOTAL				\$35,910.00

FOB: Origin

All quotes expire 30 days from the date of issue unless otherwise noted.

Accepted By

Accepted Date

Getac

Law enforcement equipment

#090122-GET

Maturity Date: 11/7/2026

Products & Services



Products & Services

Sourcewell contract 090122-GET gives access to the following types of goods and services:

- Rugged laptops & tablets
- Rugged computing accessories & peripherals
- Custom software solutions
- Body-worn camera
- In-car & interview room video
- Fixed-mount PCs
- Evidence & enterprise management
- Cloud storage
- Custom imaging solutions

Buy Sourcewell

Login to unlock more
contract features.

As of Wednesday October 18, 2023, the current Authorized Resellers for the Sourcewell Contract #090122-GET are listed below. Copies of the executed MOA are available upon request.



1	American Barcode and RFID (AB&R)
2	Brite
★ 3	Brooks Network
4	Code 3 Technology
5	DuraTech USA, Inc.
6	Ensemble Solutions
7	Glacier Computer
8	Golden Star Technology, Inc. (GST)
9	GovDirect
10	Guardian Fleet Safety
11	Midwest Public Safety
12	Modern Networks
13	Parr Public Safety
14	PCN Strategies
15	Preferred Communications (SatStar)
16	ProLogic ITS
17	Public Safety Solutions
18	Sector LLC
19	Strategic Sourcing, Inc.
20	Wireless Access Technologies

Getac #090122-GET

Pricing for contract #090122-GET is provided to Sourcewell participating agencies at the following discounts.

Rugged Laptop	15% off MSRP
Rugged Tablet	10% off MSRP
Rugged Handheld PC (Android)	10% off MSRP
Accessories/Peripherals	10% off MSRP
Warranty	10% off MSRP
Services	5% off MSRP
Video Body Worn Camera	10% off MSRP
In-Car/Interview Room Camera	10% off MSRP
Video Accessories	10% off MSRP
Video Warranty	10% off MSRP
Video Services	5% off MSRP

Date: 11/28/2023 Purchase Order #: _____

Vendor: Brooks PCS Phone #: 336-270-5895

Contact: Tom Latrella Fax: _____

Address: 403 Burlington Ave., Gibsonville, NC 27249
(Street, City, State, Zip)

Page | 28 of

Resolution No. 914-23

Introduced in Council:

December 18, 2023

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 914-23 - Authorizing the Mayor or City Manager to renew the Agreement with WesBanco Inc. for the City's commercial banking services to start on the date of execution and acceptance by WesBanco Inc. and continue for another term of three (3) years with no fees, costs or expenses and a Floating Federal Funds Rate interest rate less .15 bps. The City shall have the option to renew this Agreement for additional three-year terms, up to a total of two additional three-year terms.

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

That the Mayor or City Manager is hereby authorized and directed to renew the Agreement with WesBanco INC. for the City's commercial banking services to start on the date of execution and acceptance by WesBanco INC. and continue for another term of three (3) years with no fees, costs or expenses and a Floating Federal Funds Rate interest rate less .15 bps. The City shall have the option to renew this Agreement for additional three-year terms, up to a total of two additional three-year terms.



November 24, 2023

City of Charleston
Attn: Treasurer
501 Virginia Street East
Charleston, WV 25301

Dear Treasurer.

Enclosed you will find the Depository Agreement packet between WesBanco Bank Inc. and the City of Charleston. This agreement is in effect from January 1, 2024 through December 31, 2026.

Please sign the documents and return one copy of each to me in the envelope provided. The second copy is for your records.

If you have any questions about the pledge packet, please do not hesitate to contact me at 304-905-7914.

Sincerely,

A handwritten signature in cursive script that reads 'Heather Linda'.

Heather Linda
VP & Deposit Support Manager
WesBanco Bank, Inc.

Enclosures

WesBanco Bank, Inc.
1 Bank Plaza
Wheeling, WV 26003-3565
(304) 234-9000

RESOLUTION

At a meeting of the Board of Directors of WesBanco Bank, Inc. held, after due notice, on the 26th day **OCTOBER, 2023** of a quorum being present and acting throughout, the following resolution was adopted:

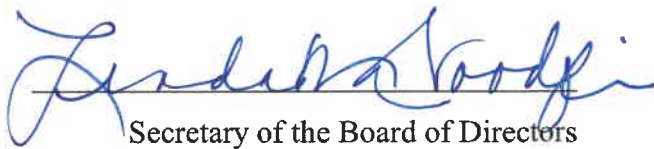
WHEREAS, It appearing to the "Board" that this "Bank" has been designated a Depository by **CITY OF CHARLESTON** and that it is necessary that a bond be executed.

NOW, THEREFORE, BE IT RESOLVED: That Heather Linda, the Vice-President & Deposit Support Manager of this Bank, is hereby authorized and directed to make, execute and deliver, in the name of this Bank and in its behalf, a bond, conditioned as required by law, to expire on **DECEMBER 31, 2026**, in the sum of **ONE HUNDRED TWENTY FIVE MILLION DOLLARS, (\$125,000,000)** in such form as may be prescribed by **CITY OF CHARLESTON** and collaterally secured by the deposit of any bonds or securities of this bank acceptable to **CITY OF CHARLESTON** and of such aggregate amount or value as may be approved by **CITY OF CHARLESTON**. And the said Vice-President is hereby authorized to deliver to **CITY OF CHARLESTON** such collateral securities or, in lieu thereof, a receipt therefore from a banking institution agreeable to **CITY OF CHARLESTON**.

I, the undersigned, Secretary of the Board of Directors of WesBanco Bank, Inc., do hereby certify that the foregoing is a full, true and complete copy of a resolution duly adopted by the Board of Directors of said Bank, at a meeting held, after due notice, on the 26th day of **OCTOBER, 2023** at which meeting a quorum was present and acting throughout and I further certify that at the date hereof said resolution is in full force and effect.

Given under my hand and the seal of said bank, this 26th day of **OCTOBER, 2023**.




Secretary of the Board of Directors

KNOW ALL MEN BY THESE PRESENTS:

That WesBanco Bank, Inc. (hereinafter called the “Obligor”), is held and firmly bound unto in the sum of **ONE HUNDRED TWENTY FIVE MILLION DOLLARS (\$125,000,000)**, for the payment whereof, well and truly to be made, it binds itself, its successors and assigns, firmly by these presents.

This bond is executed by the “Obligor” in pursuance of a resolution authorizing its execution and authorizing the delivery of the collateral securities hereinafter described to **CITY OF CHARLESTON** in lieu thereof, a receipt for the hereinafter described securities from a banking institution agreeable to **CITY OF CHARLESTON**, adopted by the Board of Directors of the “Obligor” at a meeting held, after due notice, on the 26th day of **OCTOBER, 2023** and the said “Obligor” has delivered to the **CITY OF CHARLESTON**, the following collateral securities or in lieu thereof, a receipt therefor from a banking institution agreeable to **CITY OF CHARLESTON** for the payment of this bond, to wit:

See Attached “Appendix A”

Of market value estimated by the “Obligor” at which collateral securities and any substitutions therefor and any additions thereto, upon the non-performance of the conditions of this bond, **CITY OF CHARLESTON** or any authorized official or agent of **CITY OF CHARLESTON**, is hereby given full power and authority to sell, assign and deliver the whole or any part thereof at public or private sale, at the option of **CITY OF CHARLESTON** or any authorized advertisement or notice of any kind, which are hereby expressly waived. And at such sale, **CITY OF CHARLESTON** may purchase the whole or any part of said collateral securities so pledged, free from any right of redemption on the part of the “Obligor”, which right is hereby waived and released. In case of sale, after delivery, the residue of the proceeds shall be applied to the payment of this bond and if there be then a residue left, it shall be turned over to the “Obligor”.

THE CONDITION of the above obligation is such that whereas, the said “Obligor” has been designated by **CITY OF CHARLESTON** in the manner provided by law as a depository of moneys belonging to **CITY OF CHARLESTON** and the said “Obligor” has assented to such designation and has agreed to accept deposits of moneys belonging to **CITY OF CHARLESTON**.

NOW, THEREFORE, if said “Obligor” shall promptly pay, whenever lawfully required, any Authority money, or part thereof, heretofore deposited, or that may be hereafter deposited, with said “Obligor”, then this obligation shall be void; otherwise, it shall remain in full force and effect.

This bond shall be effective as of **JANUARY 1, 2024** and shall expire on **DECEMBER 31, 2026**.

IN WITNESS WHEREOF, the said "Obligor" has caused this bond to be subscribed in its name and in its behalf by:

Heather Linda, Vice-President & Deposit Support Manager

And has caused its corporate seal to be hereunto affixed; all of which is done as of the 26th day of **OCTOBER, 2023**.



WESBANCO BANK, INC.

By: _____

Heather Linda

Heather Linda

Vice-President & Deposit Support Manager

**APPROVED BY THE CITY OF
CHARLESTON**

THIS _____ DAY OF _____, 20____.

(Authorized Signer)

APPLICATION FOR DESIGNATION AS DEPOSITORY

**TO: City of Charleston
Attn: Treasurer
501 Virginia Street East
Charleston, WV 25301**

We, WesBanco Bank, Inc., hereby make application for designation as a depository for the public funds of your organization subject to your control which are to be awarded and deposited as active and/or inactive and/or interim deposits. The maximum amount this applicant wishes to receive and have on deposit at any one time during the period covered by this designation is a total of **ONE HUNDRED TWENTY FIVE MILLION DOLLARS (\$125,000,000)**.

This application will cover a period of **THREE** year(s) beginning **JANUARY 1, 2024**, and ending **December 31, 2026**.

Should the balance/balances of any/all of the accounts belonging to your corporation at any time exceed \$250,000, WesBanco Bank, Inc. shall immediately deposit as guarantee of payment of such funds, bonds or other securities having been approved by the laws of West Virginia, to the credit of the sufficient to cover said balance, WesBanco Bank, Inc. to comply with all requirements of WV Code 7-6-1.

This application is accompanied by a financial statement of the applicant under oath of its Vice President and Cashier in such detail as to show the capital funds of the applicant as of the date of its latest report to the superintendent of banks or comptroller of the currency, adjusted to show any changes therein made prior to the date of the application.

WESBANCO BANK, INC.

BY: 
Heather Linda
Vice-President & Deposit Support Manager

CITY OF CHARLESTON

BY: _____

DEPOSITORY AGREEMENT

This Agreement made and concluded at Wheeling, West Virginia, by and between **CITY OF CHARLESTON** hereinafter designated as party of the first part, and **WESBANCO BANK, INC.**, hereinafter designated as party of the second part.

WITNESSETH: That whereas on the 26th day of **OCTOBER, 2023**, the party of the second part made application to **WESBANCO** to become the depository for all active, inactive and interim deposits of the public monies of said party of the first part for a period of **THREE** years from and after that on **OCTOBER 26, 2023** the said party of the first part accepted the said proposal, then it is mutually agreed by the parties to this agreement that the said party of the second part will become the depository for all active, inactive and interim deposits of public monies belonging to the party of the first part for a period of year(s), beginning **January 1, 2024** and ending **December 31, 2026**; that the party of the second part shall secure said deposits in accordance with the statutes of the State of West Virginia.

In Witness Whereof the parties hereto have hereunto set their hands this 26th day of **OCTOBER, 2023**.

WESBANCO BANK, INC.

BY: Heather Linda

Heather Linda

Vice-President & Deposit Support Manager

CITY OF CHARLESTON

BY: _____

Pledgee Agreement Form

To: Federal Reserve Bank of Boston

600 Atlantic Avenue
Boston, MA 02210

Attn: Wholesale Operations/Joint Custody

Tel: 800-327-0147, Option #4

Fax: 877-973-8972

Date: _____

We, the **City of Charleston** agree to the terms of **Appendix C** of your **Operating Circular 7**, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated **E1BE**. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☐

NO (Instructions required for each withdrawal)

☒

X

YES (Standing approval)

Provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See **Operating Circular 7, Appendix C, Section 4.3.**)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

☒

Three-party call-back

☐

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Pledgee Agreement

(page 2 of 2)

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

City of Charleston

Name of governmental unit

501 Virginia Street East

Street Address or P.O Box Number

Charleston WV 25301

City, State, Zip Code

Official Signature / **Date**

Printed Name and Title

Notary

State of _____

County of _____

On this _____ day of _____, 20__ before me personally appeared

_____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the _____ [Title] of _____ and that he/she executed this document on behalf of _____ before me.

(Signature of Notary)

(Print name of Notary)

My commission expires on _____ [Date]

FEDERAL RESERVE  FINANCIAL SERVICES

Fedwire® Securities Joint Custody Service

FedMail® Request Form

Required Fields*

Section 1: Service Description and Form Instructions

Joint Custody Service (JCCR) provides pledgees with the ability to receive Detailed Activity Statements and Book-Entry Securities Holdings Statements for their Joint Custody accounts by email. The email is sent in text format; the statements and reports are sent as attachments, which may be viewed with a text editor, spreadsheet, or word processing software. Pledgees will receive Detailed Activity Statements for each business day on which activity occurred in their Joint Custody accounts.

- Use "Section 3: Service Specific Information" to add delivery addresses.
- Shared email addresses are preferred. Please provide more than one email address if using individual email addresses.
- The email addresses in Section 3 will remain in effect until an updated form is received and processed.
- The form must be signed by an authorized individual listed on your current pledgee agreement on file with the Federal Reserve Bank.
- If updates are required to your current Joint Custody pledgee agreement, please call (800) 327-0147.
- Book-Entry Securities Holding Statements are delivered monthly. If you wish to receive daily statements, please submit a request in writing, signed by an authorized individual on the pledgee agreement, to:

Federal Reserve Bank of Boston
600 Atlantic Avenue
Boston, MA 02210
Attn: Wholesale Operations/Joint Custody
Or fax toll-free to: (877) 973-8972

For assistance completing this form, please contact Wholesale Operations Site at (800) 327-0147, option 4.

Send the completed and signed form to the Customer Contact Center at:

Email: ccc.coordinators@kc.frb.org
or
Fax: (800) 660-7856

Section 2: Customer Information

State or Local Government Institution Name*	City of Charleston
Joint Custody Account Number(s)*	<i>Provide the 4-digit alpha-numeric account number(s) below that are listed as "institution ID" on your statement. This form may be used for multiple account numbers being delivered to the same addresses, with a maximum of four account numbers.</i>
Account #1	E1BE
Account #2	
Account #3	
Account #4	

Section 3: Service Specific Information

The email address(es) below will remain in effect until an updated Joint Custody Service FedMail® Request Form is submitted. Detailed Activity Statements will be delivered for business days on which activity occurs in your organization's Joint Custody securities accounts.

Email Address(es) <i>This list replaces the prior email address(es) on file for your organization.</i>

Section 4: Authorized Approval

Use of the FedMail Solution is governed by Federal Reserve Bank Operating Circular 5, Electronic Access ("OC 5"). Depending on the services you choose to access using FedMail, additional Operating Circulars may govern. Submission of this form constitutes acceptance of the terms and conditions of OC 5 and other applicable Operating Circulars and agreements. The Federal Reserve Banks have no obligation to verify the accuracy of the information you provide in this form and have the right to rely on such information in connection with the provision of FedMail access to the services you are requesting. Except to the extent prohibited by law or regulation, you agree to indemnify, hold harmless and defend the Federal Reserve Banks against any claim, loss, liability, or expense made against or incurred by the Federal Reserve Banks in connection with their reliance on the information provided in this form.

The person signing this form must be listed on your current pledge agreement on file with the Federal Reserve Bank as authorized to act for your account.

Authorized Signature*			
Authorized Signer Name*	<i>First</i>	<i>MI</i>	<i>Last</i>
Authorized Signer Email Address*			
Authorized Signer Phone Number*	<i>Country Code</i>	<i>Phone</i>	<i>Extension</i>
Date*			

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Last updated: 11/10/2017
Version 2.0

Page 1 - Fill in the date at the top of the page and fill out and sign/date the contacts at the bottom. Please note that the dates must be the same as the top of the page.

Page 2 - Sign and date the pledgee information in the middle of the page and print the name and title of the person signing. Also on page 2, the form needs notarized. The notary cannot also be one of the contacts. Please note that all dates must match the date on page 1.

Page 3 – FedMail instructions. We have included these alternate instructions to have the forms sent back to us.

Page 4 - Fill in the phone number at the top and the email address(es) and/or fax number at the bottom of the form. Do not fill in the account number. This is the account number provided by the FED. It is already included if a FED account has been set up.

Page 5 - Fill in the name, date (the same as page 1) and phone number and sign the form. The person signing must also be a signer on the pledgee agreement form.

Please note: All dates must be the same for the Fed to accept.

Resolution No. 915-23

Introduced in Council:

December 18, 2023

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 915-23 - Authorizing the Mayor or Chief of Police to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area ("AHIDTA") for funds from the United State Office of National Drug Control Policy in the total amount of \$120,000 to be awarded to the Metropolitan Drug Enforcement Network Team ("MDENT"). The 2024 calendar year funds are designated for the purchasing of evidence and information (totaling \$20,000), funding overtime for five full-time officers at \$19,000 each (totaling \$95,000), and funding contracted support staff (totaling \$5,000).

Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

That the Mayor or Chief of Police is authorized to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area ("AHIDTA") for funds from the United State Office of National Drug Control Policy in the total amount of \$120,000 to be awarded to the Metropolitan Drug Enforcement Network Team ("MDENT"). The 2024 calendar year funds are designated for the purchasing of evidence and information (totaling \$20,000), funding overtime for five full-time officers at \$19,000 each (totaling \$95,000), and funding contracted support staff (totaling \$5,000).



December 1, 2023

Chief of Police
Charleston Police Department
P.O. Box 2749
Charleston, WV 25330

Dear Chief of Police:

We are pleased to inform you that the CY 2024 Appalachia HIDTA Subaward Agreement is ready for your review and signature.

The original Subaward Agreement for CY 2024 and the subaward conditions are enclosed. By accepting this subaward, you assume the administrative and financial responsibilities outlined in the enclosed Subaward Conditions. Should your organization not adhere to these terms and conditions, Appalachia HIDTA may terminate the grant for cause or take other administrative action.

Also enclosed you will find a copy of your agency's CY 2024 HIDTA budget and information regarding the AHIDTA Reimbursement Form LC-07.

If you accept this subaward, **please sign and date both the Subaward Agreement on page 1 and the Subaward Conditions on page 11** and return via email or regular mail to the following:

Email: Finance@ahidta.org

Mail: Finance Department
Appalachia HIDTA
400 South Main Street, 3rd Floor
London, KY 40741

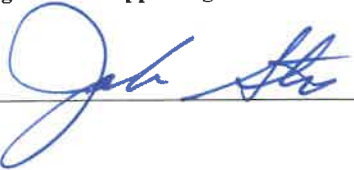
Please return the completed Subaward Agreement by January 15, 2024.

If you have questions, please feel free to call. Remember that we are always here to assist you and we look forward to working with your agency.

Sincerely,

Vic Brown, Director
Appalachia HIDTA

Encl.

Financial Commission for Appalachia HIDTA (FCAHIDTA)		Subaward Agreement	
1. Recipient Name and Address: Charleston Police Department P.O. Box 2749 Charleston, WV 25330		7. Federal Award Project Description: <i>This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Appalachia HIDTA and approved by the Office of National Drug Control Policy.</i>	
2. Subrecipient Unique Entity ID (UEI) number (If this number is not correct, please make pencil changes before returning this agreement. If no number is listed in the box below, please provide your agency UEI number when returning this signed document). FN2TCKTCFG37 (The Unique Entity ID (UEI) number is a 12-character alphanumeric ID assigned to an entity by SAM.gov. A non-Federal entity is required to have a UE ID in order to apply for, receive, and report on a federal award. A UE ID may be obtained from SAM.gov.)		8. Federal Award/Subaward Number (FAIN): G24AP0001A	9. Federal Award Date: January 1, 2024
		10. Subaward period of Performance: From: 01/01/2024 to 12/31/2024	
		10a. Budget Amount: See budget detail at the end of this document.	
3. Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program		11. Pass-through entity name: Laurel County Fiscal Court	
4. Federal Awarding Agency: Office of National Drug Control Policy		12. Pass-through entity contact information: Jodi Albright, Commissioner 400 South Main Street, 3 rd Floor London, KY 40741	
5. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program – 95.001</i>		13. Indirect Cost Rate: \$0.00	
6. Award Type: B-Projects		14. R&D Award: No	
FCAHIDTA APPROVAL		RECIPIENT ACCEPTANCE	
15a. Typed Name and Title of Approving Official: Jodi Albright, Commissioner Financial Commission for Appalachia HIDTA		17a. Typed/Printed Name and Title of Authorized Official:	
15b. Signature of Approving FCAHIDTA Official: 		17b. Signature of Authorized Recipient:	
Date: 11/29/23		Date:	
16a. Typed Name and Title of Approving Official: Jackie Steele, Commissioner Financial Commission for Appalachia HIDTA		18. Authorized Official e-mail address:	
16b. Signature of Approving FCAHIDTA Official: 		19. Authorized Official telephone number:	
Date: 11/30/23			

SUBAWARD CONDITIONS

1. **PURPOSE:** This agreement is entered into by and between the Charleston Police Department (hereinafter referred to as "Subrecipient") and the Financial Commission for Appalachia High Intensity Drug Trafficking Area (hereinafter referred to as "Financial Commission"). The Subrecipient has been selected by and agrees to accept funds awarded from the United States Office of National Drug Control Policy (hereinafter referred to as "ONDCP") and Financial Commission pursuant to this subaward agreement. The funds will be administered by the Financial Commission and the HIDTA Assistance Center on behalf of ONDCP. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted, and may be used, by the Subrecipient and to outline the responsibilities of the participating parties.
2. **AUDIT READINESS AND COMPLIANCE:** The Subrecipient agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. The Subrecipient understands that it may be subject to audit by the Appalachia HIDTA, Laurel County Fiscal Court (Financial Commission), agencies of the United States of America, and/or any other applicable agency and agree to fully cooperate with any or all of those entities in the event of inquiry or audit. The Subrecipient further agrees to maintain an inventory control system to account for all expenditures of these funds, in accordance with the policies of, and procedures required by, the Appalachia HIDTA.
3. **STANDARDS AND GUIDELINES:** The Subrecipient acknowledges receipt and understanding of the HIDTA Program Policy and Budget Guidance produced by ONDCP as well as other guidelines that have been, or will be, approved by the Executive Board, and agrees to abide by them. The Subrecipient further agrees to comply with the terms of the Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as well as all relevant state, county and municipal financial and accounting rules, regulations, standards and guidelines. Subrecipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information ("PEPI" Funds).
4. **PUBLIC RECORDS COMPLIANCE:** The Subrecipient agrees to comply with the provisions of Chapter 61.870, Kentucky Statutes, entitled "Public Records", as well as any other public record statutes that may be applicable to the Subrecipient's jurisdiction.
5. **ROLE OF THE FINANCIAL COMMISSION FOR APPALACHIA HIDTA:** The Subrecipient understands that the role of the Financial Commission for Appalachia HIDTA is limited to disbursing ONDCP funds per the instructions of the Appalachia HIDTA, through its designated representative, and/or the HIDTA Assistance Center staff. The Subrecipient understands that it may not bind or commit the HIDTA Assistance Center or Financial Commission for Appalachia HIDTA contractually, or act as an agent for either entity in any way.
6. **TERMINATION, SUSPENSION OR DELAY:** The Subrecipient agrees that the HIDTA Assistance Center and the Financial Commission for the Appalachia HIDTA have the right to terminate, suspend or delay any payment to Subrecipient if the payment request clearly fails to meet Financial Commission budgetary guidelines. In the event that the HIDTA Assistance Center and/or Financial Commission deem such an act necessary, the HIDTA Director and the Subrecipient shall be notified within three business days of the decision. The Director shall then make a determination regarding whether to continue the termination, suspension or delay of the payment. The Financial Commission shall act according to the directive of the Director and/or the Executive Board regarding the payment. The Subrecipient agrees that it shall have no cause of action or legal claim whatsoever against the HIDTA Assistance Center or the Financial Commission for Appalachia HIDTA in the event either decides to exercise its rights under this agreement.
7. **CONDITIONS OF SIGNATURES:** It is expressly understood and agreed that the agency representative's signature in execution of this Agreement does not alter or constitute a waiver in whole or part of any of the privileges or immunities otherwise enjoyed by any of the units of Government that are parties hereto. Parties agree that the signatures of Jackie Steele and/or J. L. Albright, are placed on this document in their official capacities as Financial Commissioners for HIDTA only, and this agreement constitutes an obligation only to the extent that there is money available from a grant for payment and for all other purposes shall be of no force and effect. These signatures do not to any extent bind or obligate Jackie Steele and/or J. L. Albright or Laurel County, Kentucky, to any extent, except to the extent grant funds are available, and then only from said funds.

8. **LEGAL ACTION:** Any and all suits or any legal action naming Appalachia HIDTA and/or Financial Commission for Appalachia HIDTA as a party; and, relating to this agreement shall be instituted and prosecuted in the appropriate Court of the Commonwealth of Kentucky or United States District Court, Eastern District of Kentucky and each party hereto waives the right to a change in venue and jurisdiction. This agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Kentucky regardless of place of its execution or performance.
9. **DECONFLICTION:** All officers from your agency that are assigned to an AHIDTA initiative shall use the AHIDTA's Investigative Support Center for event and case/subject deconfliction of all AHIDTA enforcement activities.
10. **SUPPLEMENTAL AGREEMENTS ATTACHED:** The Subrecipient acknowledges the following documents are attached to this agreement and that the policies set forth therein are acceptable to the Subrecipient and considered an integral portion of the Subaward Agreement.

Documents are as follows:

- A. General Terms and Conditions
- B. Recipient Integrity and Performance Matters
- C. Program Specific Terms and Conditions
- D. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status and Implementing Regulations

11. **REQUESTS FOR REIMBURSEMENT AND CLOSEOUT OF SUBAWARD:**

Requests for reimbursements should be submitted for processing on a monthly basis and no more than on a quarterly basis. The requests should be submitted no later than 30 days past the end of the month or quarter. Final reimbursements for each calendar year are due 60 days after the end of the year (February 28). Any reimbursements submitted past the February 28 deadline will not be reimbursed.

All reimbursement requests must be submitted on the AHIDTA reimbursement form (LC-07). The LC-07 form and LC-07 instructions sheet are maintained on the AHIDTA website www.ahidta.org. Information regarding the submittal process for requests of reimbursement can be found on the instructions sheet.

This subaward is considered closed after this final payment has been made. Any remaining balance in the subaward at that time will be released to the AHIDTA program to be reallocated per guidance from the AHIDTA Executive Board.

12. **PAYMENT METHOD:**

All payments will be made via Electronic Funds Transfer (also referred to as ACH Direct Deposit) to the subrecipient's bank account.

13. **LAW ENFORCEMENT OVERTIME REIMBURSEMENT:**

The overtime limit for the Appalachia HIDTA program is \$19,000 per officer per calendar year. Appalachia HIDTA further limits overtime reimbursement to \$4,000 per officer, per month without prior approval from the State Coordinator in your respective state.

Be advised, overtime reimbursement from all Federal sources cannot exceed the lower of: (1) applicable state, local, and tribal regulations of officer's parent agency; or (2) 25% of the Federal GS-12, Step 1 level pay scale for "Rest of US" in the law enforcement general schedule in effect at the beginning of the calendar year. This overtime rate is the maximum that an officer can receive during the calendar year, fiscal year or other 12-month period from all Federal funding sources combined.

Appalachia HIDTA allocates overtime funding each calendar year based on full-time task force officer positions. If your agency has been awarded overtime funding for such a position, and the position goes unfilled for six consecutive months, Appalachia HIDTA may terminate the position and the funding will no longer be available for reimbursement.

14. NATIONAL DEFENCE AUTHORIZATION ACT (NDAA)

This subaward is subject to NDAA rules.

Effective January 3, 2020, Section § 889(b)(2) of the John McCain National Defense Authorization Act (NDAA) for FY 2019 prohibits executive agencies that administer loan or grant programs from permitting their funds to be used to purchase certain telecommunications and video surveillance equipment and services produced by certain Chinese entities. This applies to Executive Branch agencies like the Office of National Drug Control Policy (ONDCP) and Federal grantees, including the High Intensity Drug Trafficking Areas (HIDTA) Program.

The purpose of this legislation is to reduce the vulnerabilities of Federal agencies and their grantees to foreign interference in technology, data, and operations that rely on telecommunications or video surveillance. The covered telecommunications equipment or services include equipment manufactured or services provided by the following Chinese entities, and their subsidiaries or affiliates:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

Types of prohibited items include (but are not limited to) equipment that can be used to route or redirect user data traffic or permit visibility into any user data or packets that the equipment transmits or otherwise handles. Prohibitions also include telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Any item purchased with HIDTA funds must be in compliance with NDAA. AHIDTA will not purchase or reimburse an agency for items found to not be in compliance with NDAA.

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact Financial Commission for Appalachia HIDTA promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
 - 28 C.F.R. § 69 - "New Restrictions on Lobbying"
 - 2 C.F.R. § 25 - "Universal Identifier and System of Award Management"
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. The recipient gives the awarding agency, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
6. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.
7. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP and the Financial Commission for Appalachia HIDTA all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM, currently the Federal Award Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

8. Federal Funding Accountability and Transparency FFATA/DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) (ii) provide a valid UEI number on the subaward agreement; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
10. As specified in 2 CFR 200.303 Internal Controls, recipient must:
 - a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor the non-federal entity's compliance with statute, regulations, and the terms and conditions of the federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP and/or the Financial Commission for Appalachia HIDTA designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

11. Recipients are prohibited from using Federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with §889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
12. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
13. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
 - a) the percentage of the total costs of the program or project which will be financed with federal money;
 - b) the dollar amount of Federal funds for the project or program; and
 - c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as a recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administration proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. See 41 U.S.C. § 417b(e)(1).

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceedings means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into this award document.

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. § 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf
In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

OFFICE OF NATIONAL CONTROL POLICY

D. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants certifications regarding federal debt status, debarment and suspension, and a drug-free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- (c) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
 - (2) The applicant's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (a) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (c) Notifying the agency, in writing, within 10 calendar days of receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, Florida 33172. Notice shall include identification number of each affected grant;
 - (d) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (e) Making a good faith effort to continue to maintain a drug-free free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- A. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Agency Name – Charleston Police Department

Place of performance (street address, city, county, state, zip code)

**P.O. Box 2749
Charleston, WV 25330**

Check if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG-FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

- A. As a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, FL 33172.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE DISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

RECIPIENT ACCEPTANCE OF SUBAWARD CONDITIONS

Printed Name and Title of Authorized Official

Signature of Authorized Recipient

Date

Charleston Police Department

AHIDTA Reimbursement Form LC-07

- The LC-07 Reimbursement Form can be found under the Resources Tab on AHIDTA's website at www.ahidta.org.
- We have provided the forms in two different formats, Excel and a fillable PDF.
- We encourage you to download the form from the website with each reimbursement request to ensure you are using the most current form.
- Instructions for the LC-07 form can also be found on the AHIDTA website.

2024 - Appalachia
Initiative - Metropolitan Drug Enforcement Network Team
Award Recipient - Laurel County Fiscal Court (G24AP0001A)
Resource Recipient - Charleston Police Department

Overtime		Quantity	Amount
Investigative - Law Enforcement Officer	01-02-24-284-64-6080.05	5	\$95,000.00
Total Overtime		5	\$95,000.00
Other			Amount
Contractor - Investigative - support	01-02-24-284-64-5401.30		\$5,000.00
Total Services			\$5,000.00
Other			
PE/PI/PS	01-02-24-284-64-5601.01		\$20,000.00
Total Other			\$20,000.00
Total Budget			\$120,000.00

Resolution No. 916-23:

Introduced in Council:

Adopted by Council:

December 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 916-23 – A Resolution authorizing the acquisition and lease of office space for the Metropolitan Drug Enforcement Network Team.

WHEREAS, the purpose of the Metropolitan Drug Enforcement Network Team (“MDENT”) is to develop and enhance cooperation between local and federal agencies and to achieve maximum cooperation in a combined law enforcement effort to address drug and violent crime related offenses primarily in Kanawha County and Charleston, West Virginia;

WHEREAS, the City of Charleston is the fiscal agent for MDENT and in that capacity prepares, submits and oversees the administration of MDENT funds;

WHEREAS, the Charleston Police Department (the “Police Department”) is an agency of the City of Charleston and a participating agency of MDENT;

WHEREAS, MDENT currently owns property in Kanawha County for use as office space to conduct the operations of the task force;

WHEREAS, MDENT has determined and recommended, through consideration and vote of its board, that the current property is no longer in sufficient condition to serve as the operations center for MDENT and it is in the best interest to acquire new property for this purpose;

WHEREAS, based on information and belief, the participating agencies of MDENT have considered the recommendation of MDENT and concur with those recommendations;

WHEREAS, the participating agencies of MDENT desire to acquire a new facility and office space for the purpose of facilitating joint operations of the task force;

WHEREAS, at the request of MDENT by and through its participating member the Kanawha County Sheriff’s Department, the Kanawha County Commission has agreed to purchase a certain premises in Kanawha County, West Virginia (the “Property”) with the intent that the Kanawha County Commission will be provided MDENT funds to cover the purchase price of the Property and will subsequently lease the Property to MDENT;

1 WHEREAS, upon acquisition of the Property by the Kanawha County Commission, the
2 participating agencies of MDENT desire to execute a Lease Agreement in a form substantially
3 similar to what is attached as Exhibit A hereto, whereby the Kanawha County Commission
4 grants and leases unto MDENT the aforementioned Property as office space, pursuant to the
5 terms and conditions set forth therein;
6

7 Be it Resolved by the Council of the City of Charleston, West Virginia:
8

9 1. That the City of Charleston, in its capacity as the fiscal agent for MDENT, that prepares,
10 submits and oversees the administration of MDENT funds, approves the expenditure of up to
11 Six Hundred Thousand Dollars (\$600,000.00) of MDENT funds to be used to purchase the
12 Property.
13

14 2. That the City of Charleston, in its capacity as the fiscal agent for MDENT, that prepares,
15 submits and oversees the administration of MDENT funds, approves the Lease Agreement
16 between the Kanawha County Commission and MDENT.
17

18 3. That the City of Charleston, in its capacity as fiscal agent for MDENT, authorizes
19 disbursement of MDENT funds for the purpose of purchasing the Property and in accordance
20 with the Lease Agreement.
21

22 4. That the City of Charleston, by and through its Charleston Police Department, a
23 participating agency of MDENT, approves the Lease Agreement with the Kanawha County
24 Commission and further authorizes the Mayor or Chief of Police to execute the Lease
25 Agreement with the Kanawha County Commission, subject to final review and approval by legal
26 counsel for the City.
27

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this ____ day of _____, 202__, by and between KANAWHA COUNTY COMMISSION (the "Lessor") and the CITY OF CHARLESTON (the "City") in its capacity as the agency that prepares, submits, and oversees the administration of funding of the Metropolitan Drug Enforcement Network Team, a multijurisdictional task force comprised of the City and other federal, state, county and city law enforcement agencies (collectively, "MDENT"),

WHEREAS, the Participating Agencies of MDENT desire to purchase that certain parcel of Property (hereinafter defined) for the purpose of providing office space pursuant to Section 8 of that certain Memorandum of Understanding ("MOU") agreed to and signed by the Participating Agencies with an effective date of July 1, 2023, which is incorporated by reference herein;

WHEREAS, MDENT is not an entity that can hold title to real property and therefore provided funds in the amount of _____ (\$_____) from its Operating Account to the Kanawha County Commission, a public entity capable of holding title to real property and affiliated with Participating Member the Kanawha County Sheriff's Department, for the purchase of the Property, with the intent that the Kanawha County Commission would subsequently lease the property to MDENT;

WHEREAS, the Kanawha County Commission, purchased the aforementioned Property with MDENT Operating Account funds, as defined in the MOU, and pursuant to the aforementioned MOU;

WHEREAS, the parties desire to execute this Lease Agreement, whereby the Lessor grants and leases unto MDENT the aforementioned Property as office space, pursuant to the terms and conditions defined herein;

NOW, THEREFORE, WITNESSETH:

In consideration of the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby GRANT, DEMISE AND LEASE unto MDENT that certain premises located at _____, comprised of a structure and two parcels, as is more fully described in **Exhibit A** attached hereto (the "Property");

TO HAVE AND TO HOLD the Property for a term of fifty (50) years commencing on the 1st day of _____, 202__, expiring at midnight on the 1st day of _____, 207__, or, at MDENT's option, extended for successive terms thereafter, unless this Lease shall sooner end and terminate as hereinafter provided.

Lease Terms

Section 1 – Consideration. Lessor and the Participating Members of MDENT have entered into this Lease consistent with the purpose articulated under West Virginia Code Section 1-5-3, permitting the transfer of an interest in real property from one public body to another public body based on the respective needs of the public bodies and the overall benefit to the public. As further consideration, MDENT provided the funds used to purchase the Property to the Kanawha County Commission and both parties have agreed to undertake certain other obligations as set forth herein.

Section 2 – Repairs and Improvements. MDENT shall be required to make all reasonable repairs and improvements to the Property as is required to serve the purpose and intent of this Lease. Further, MDENT shall, during the term of this Lease and any extension hereto, be responsible for all repairs to the improvements to the Property made by MDENT. Lessor agrees to accept improvements to the Property and that all such improvements shall remain with the Property. MDENT shall be under no obligation to restore or remove any such changes resulting from remodeling, alteration and additions to the Property at the expiration of this lease.

Section 3 – Utilities. MDENT shall pay the cost for all utilities, including, but not limited to, electrical, water, sanitation, sewer, garbage, trash and all other utility costs incurred due to MDENT's use of the Property.

Section 4 – Assignment and Subletting. MDENT shall not assign this lease, or sublet or underwrite any portion of the Property, except upon written consent of the Lessor, which shall not be unreasonably withheld.

Section 5 – Right of Entry. MDENT shall permit the Lessor access to the Property for the purpose of examining the same upon reasonable request and at times mutually agreed upon by both parties.

Section 6 – Default. In the event that MDENT shall fail to comply with any covenant contained in the Lease and not make all reasonable efforts to cure such breach within thirty (30) days of being notified thereof by Lessor, Lessor must:

(a) Notify the MDENT Control Board, as defined in the MOU, and the City, in its capacity as the MDENT fiscal agent, at the notice addresses provided herein;

(i) said Notice must include the nature of the breach, date and time in which the breach occurred, and executed copies of all notices delivered to MDENT of such a breach; and

(ii) if said breach is not cured within thirty (30) days, said Notice must request that the Control Board address the breach at the next regularly scheduled Control Board meeting.

(b) In the event that the breach continues without cure for an additional thirty (30) days after the meeting of the Control Board, Lessor shall send notice of the breach to each Participating Agency of MDENT and provide the Participating Agency thirty (30) days during which to cure a breach.

(c) In the event that the breach continues without cure for an additional thirty (30) days after notice has been provided to the Participating Agencies, the Lessor, the City, in its capacity as fiscal agent, the MDENT Control Board, and Lessor agree to participate reasonably and in good faith in mandatory mediation, in accordance with standard mediation procedure. The parties agree to jointly select a mediator and to share equally in the costs of the mediation.

(d) In the event that the breach is not then cured or a solution is not reached by mediation, and provided that MDENT has not contested the breach as set forth by the Lessor, the Lessor may declare this Lease terminated and proceed to sell the Property pursuant to the MOU. All proceeds of such sale less any amounts that Lessor requires to cure the breach, shall be submitted to the Operating Account.

Section 7 – Liability. Lessor acknowledges and agrees that it will be liable for the negligence, act(s), omission(s), and/or wrongdoing of its own officer(s) or agent(s) related to the Property. Lessor acknowledges and understands that MDENT is comprised of different agencies and each agency is responsible for the negligence, act(s), omission(s), and/or wrongdoing of its own officer(s) and agent(s) as related to the Property. As between Lessor and MDENT, each agency comprising MDENT shall be solely responsible for any and all claims of liability arising from the negligence, act(s), omission(s), and/or wrongdoing of its own officer(s).

Section 8 – Liability Insurance. Lessor shall maintain \$1,000,000.00 in liability insurance coverage, naming each Participating Agency of MDENT, and the City, in its capacity as fiscal agent for MDENT, as additional insureds, and provide to MDENT and the City proof of such coverage no later than sixty (60) days after each annual renewal of the policy. Lessor shall also provide receipt of payment of any liability insurance to the City, in its capacity as MDENT's fiscal agent, no later than sixty (60) days after each annual renewal of the policy and MDENT shall reimburse Lessor for such outlay from the Operating Account, no later than sixty (60) days after receipt of said invoice.

Section 9 – Property Insurance. Lessor shall maintain fire and extended coverage insurance in respect to the Property. This policy of insurance shall cover all buildings, improvements and fixtures located in or upon the Property for the full replacement value. Lessor shall provide MDENT and the City proof of such coverage no later than sixty (60) days after each annual renewal of the policy. Lessor shall also provide receipt of payment of any property insurance to the City, in its capacity as MDENT's fiscal agent, no later than sixty (60) days after each annual renewal of the policy and MDENT shall reimburse Lessor for such outlay from the Operating Account, no later than sixty (60) days after receipt of said invoice.

Section 10 – Notices. All notices under this lease shall be sufficiently given if sent by registered or certified mail to the names and addresses set forth below:

Lessor: Kanawha County Commission
409 Virginia Street, East
Second Floor
Charleston, West Virginia 25301

City (as
Fiscal agent): The City of Charleston
P.O. Box 2749
Charleston, West Virginia 25330
Attn: City Manager's Office

MDENT: The City of Charleston
P.O. Box 2749
Charleston, West Virginia 25330
Attn: MDENT Commander

Section 11 – Quiet Enjoyment. Provided no event of default by MDENT has occurred and is continuing beyond any applicable notice and cure period, Lessor shall secure to MDENT during the Lease, the quiet, peaceful, and uninterrupted exclusive possession of the Premises and all rights and privileges appertaining thereto.

Section 12 – Governing Law, Jurisdiction and Venue. This Lease shall be construed under and enforced in accordance with the laws of the State of West Virginia without regard to choice of law principles. MDENT and Lessor agree that any suit or action in any manner arising out of this Lease or in the breach thereof may be maintained in the courts of Kanawha County, in the State of West Virginia as may have subject matter jurisdiction thereof.

Section 13 – Additional Participating Agencies. In the event that a public entity that is not now a participating agency of MDENT becomes a participating agency of MDENT ("New Participating Agency"), the New Participating Agency shall execute a consent in a form similar to that attached hereto as Exhibit B, agreeing to the terms of this Lease.

Section 14 – Cooperation by Lessor. Upon request by MDENT or City, in its capacity as fiscal agent for MDENT, Lessor agrees to exercise all commercially reasonable efforts to assist MDENT with any issues that may, from time to time, arise related to the Property and requiring the involvement or assistance of the entity holding title to the Property.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this lease.

LESSOR:

KANAWHA COUNTY
COMMISSION

By: _____

Its: _____

LESSEE:

METROPOLITAN DRUG ENFORCEMENT
NETWORK TEAM ("MDENT")

By: City of Charleston, its fiscal agent

MDENT:

CHARLESTON POLICE
DEPARTMENT

By: _____

Its: _____

KANAWHA COUNTY SHERIFF'S
DEPARTMENT

By: _____

Its: _____

ST. ALBANS POLICE DEPARTMENT

By: _____

Its: _____

NITRO POLICE DEPARTMENT

By: _____

Its: _____

SOUTH CHARLESTON POLICE
DEPARTMENT

By: _____

Its: _____

HURRICANE POLICE
DEPARTMENT

By: _____

Its: _____

PUTNAM COUNTY SHERIFF'S
DEPARTMENT

By: _____

Its: _____

WEST VIRGINIA STATE POLICE

By: _____

Its: _____

UNITED STATES BUREAU OF
ALCOHOL, TOBACCO, AND
FIREARMS

By: _____

Its: _____

FEDERAL BUREAU OF
INVESTIGATION

By: _____

Its: _____

UNITED STATES ATTORNEY,
SOUTHERN DISTRICT OF WV

By: _____

Its: _____

Exhibit A

Property Description

CONSENT TO LEASE AGREEMENT

This CONSENT TO LEASE AGREEMENT ("Consent") is executed this ____ day of _____, 20__ and effective as of the ____ day of _____, 20__ by _____ ("New Participating Agency"), as a participating agency of the Metropolitan Drug Enforcement Network Team ("MDENT").

WHEREAS, the KANAWHA COUNTY COMMISSION (the "Lessor") and the CITY OF CHARLESTON (the "City") in its capacity as the agency that prepares, submits, and oversees the administration of funding of MDENT entered into that certain Lease Agreement dated the ____ day of _____, 202__ (along with any extensions, amendments, or other modifications thereto, the "Lease").

WHEREAS, the Lease authorized the leasing of that certain real property and improvements thereon commonly known as _____ ("Property") from Lessor to MDENT for office space for MDENT;

WHEREAS, the Property was purchased by Lessor with funds provided by MDENT; and

WHEREAS, the New Participating Agency has reviewed the Lease and hereby desires to agree to and abide by its terms.

NOW THEREFORE, WITNESSETH:

The New Participating Agency acknowledges that it has reviewed the Lease and any amendments or modifications thereto.

The New Participating Agency agrees that, as a Participating Agency of MDENT, it shall abide by all terms, conditions, and obligations of the Lease at all times during its participation in MDENT.

The New Participating Agency acknowledges that, as a Participating Agency of MDENT, it shall have all rights granted to a Participating Agency under the Lease and shall have the ability to enforce such rights as set forth therein.

IT IS HEREBY AGREED AND ACKNOWLEDGED.

NEW PARTICIPATING AGENCY

By: _____
Its: _____

Resolution No. 917-23

Introduced in Council:

Adopted by Council:

December 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 917-23 – Authorizing the Mayor or City Manager to execute a change order with Specialty Groups, Inc. in the amount of \$11,891.19 for concrete items overruns for the 5-Corners Intersection Construction Project as approved in Res. No. 801-23, where the original purchase was 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 to execute a change order with Specialty Groups, Inc. in the amount of \$11,891.19 for concrete items overruns for the 5-Corners Intersection Construction Project as approved in Res. No. 801-23, where the original purchase was determined through a competitive bidding process.



Specialty Groups, Inc.

Electrical Division



November 8, 2023

Mr. Chris Knox
City Engineer
City of Charleston
501 Virginia Street, East
Charleston, West Virginia 25301

**RE: Concrete Item Overrun Request
5 Corners Intersection (Traffic Signal)
T5-03/23-148**

Dear Mr. Knox,

I write to request material overruns be considered for approval at the next council meeting if necessary. I believe you are aware of the need for concrete items overruns after your site visit with Tempo Construction. The overruns below are based on expected final quantities, as there are a few spots that cannot be completed until after the old signal poles are removed.

The overruns should total \$ 11,891.19 and are based on the following items:

6.2 CY of Unclassified Excavation (207001-001)	@ \$199.82/CY	\$ 1,238.88
29.3 SY of Concrete Sidewalk (609001-001)	@ \$109.90/SF	\$ 3,220.07
78.3 LF of Plain Concrete Curbing (610001-003)	@ \$94.92/LF	\$ 7,432.24

The need for the addition of a back side curb on some sidewalk to maintain a proper slope on the sidewalk was encountered on the corner of Delaware and Central by the church parking lot.

The need for additional SY of Concrete sidewalk arose from need to move signal poles and junction boxes to avoid underground utilities, which also required additional Unclassified Excavation.

As of now the project is on hold while we wait for material deliveries. The signal poles, as expected, will be the last item to arrive. We are presently expecting them the week of December 11th as soon thereafter as weather allows.

Thank you for your consideration in the matter. If there's any additional information you need, please let me know.

Sincerely,

Robert S. Hamilton
Sr. Project Manager



WV 005768
PO Box 96 Bridgeport, WV 26330
Phone (304) 623-3844 Fax (304) 623-3843
www.SpecialtyGroups.com
Equal Opportunity Employer



Resolution No. 918-23:

Introduced in Council:

Adopted by Council:

December 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 918-23 – A Resolution ratifying the emergency expenditure authorization of the City Manager for repairing and replacing gas lines at the Public Grounds Building

WHEREAS, gas service to the Public Grounds building went out in late November, and on or about December 1, 2023, the main gas supply line to the Public Grounds building failed a pressure test thereby necessitating its total replacement;

WHEREAS, the City of Charleston’s maintenance foreman, Mike Cochran, has been working diligently since then to facilitate the repairs and secured a quote from Mullen Plumbing, Heating, and Cooling on December 6, 2023 in the amount of \$94,800.00 (attached hereto) to replace the approximately 400’ of lines running to the building, and run new pipe throughout the building from the basement to the third floor;

WHEREAS, due to the cost, the City Manager’s office advised this would require competitive bidding, and began the process of drafting specifications of solicitation of those bids;

WHEREAS, in the meantime, the building remained without central heat and the department was relying on electric heaters to warm the building;

WHEREAS, The City Manager’s office subsequently communicated with Director of Public Works Brent Webster, Traffic Director Matt Hartline, Maintenance Foreman Mike Cochran, all of whom expressed serious concern about water pipes freezing, equipment freezing, and traffic paint that is stored in the facility freezing, and further expressed concern that the amount of time it would take to solicit competitive bids, obtain City Council approval, award the contract and begin work would seriously jeopardize the building and its contents;

WHEREAS, based on these discussions, the City Manager’s Office asked Mike Cochran and Director of Purchasing Jamie Bowles to seek additional quotes on the work to determine if the quoted price was fair and reasonable with the anticipation of authorizing an emergency expenditure or seeking direct purchase authority from City Council in order to expedite the repairs without the delay that would come from the competitive bidding process;

WHEREAS, Mr. Cochran and Ms. Bowles sought quotes from 8 different vendors asking for

1 quotes on the project, some of which advised they do not do gas line plumbing, or did not have
2 time and materials to submit a quote, while two others planned to submit a quote by the close
3 of business on Friday, December 15, 2023. However, upon further inquiry, the two firms who
4 planned to submit quotes advised they would not be able to begin work for at least two weeks
5 after the quote submission;
6

7 WHEREAS, Mr. Cochran remained in communication with Mullen, who advised on Thursday,
8 December 14, 2023, that they could have two crews begin the work on Monday, December 18,
9 2023, but needed commitment by the end of that day or they would need to reassign those
10 crews to other jobs;
11

12 WHEREAS, based upon all of this information and the diligent but unsuccessful attempts to seek
13 comparable quotes from vendors who might be able to perform the work in a timely manner,
14 but determining the Mullen was the only vendor who provided a quote that had the time,
15 material, and laborers to do so in a timely manner, and based upon the legitimate concern that
16 further delay could cause substantial loss to the building infrastructure and equipment stored
17 there, the City Manager authorized an emergency expenditure in the amount of \$94,800.00 to
18 contract Mullen to perform the work beginning Monday, December 18, 2023;
19

20 Be it Resolved by the Council of the City of Charleston, West Virginia:
21

22 Based upon the above information, the emergency expenditure authorization of the City
23 Manager for repairing and replacing gas lines at the Public Grounds Building is hereby approved
24 and ratified by City Council of Charleston, West Virginia.
25
26

Mullen

Plumbing ♦ Heating ♦ Cooling

P.O. Box 8591
South Charleston, WV 25303

Tom's Plumbing, Inc.
301 B Street, South Charleston, WV 25303
(304) 744-3221
WV Contractor License #WV001126
<https://mullenplumbing.com/>
contact@mullenplumbing.com

BILL TO

City of Charleston
P.O. Box 2749
Charleston, WV 25330 USA

ESTIMATE
134683456

ESTIMATE DATE
Dec 06, 2023

JOB ADDRESS

1 Twilight drive
1 Twilight Drive
CHARLESTON, WV 25311 USA

Project: 134550238

ESTIMATE DETAILS

City of Charleston : Mullen Plumbing will try and install 1 1/4" plastic gas line from tap down where meter sets up to the building about 400' and set meter outside building and run 3" black pipe into building and run to each fixture and hook up and put drip legs and new shut off valves, then run new Pipe through building from basement to 3rd floor. We will start with 3" from the basement and reduce to 2" for top floor. This is labor and material. If we would run into unforeseen problems, it would cost more. This is for all new pipe inside and outside for gas lines.

(\$94,800.00) First half will be due at the start of the job and second will be due upon completion of work.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
S&D-100	Sewer & Drain Quoted Job	1.00	\$94,800.00	\$94,800.00

SUB-TOTAL \$94,800.00

TOTAL \$94,800.00

Thank you for choosing Mullen Plumbing, Heating & Cooling

CUSTOMER AUTHORIZATION

We will execute installation/service calls to the best of our ability in a workmanlike manner.

Sign here 

Date 12/6/2023

City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ending

November 2023



Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "B. Adams", is written over a faint, circular official stamp or watermark.

Benjamin D. Adams – City Treasurer

<u>Fund / Description</u>	<u>Collections Nov 2023</u>	<u>Withdrawals Nov 2023</u>	<u>YTD Balance Nov 2023</u>	<u>YTD Balance Nov 2022</u>	<u>FY % Increase / Decrease</u>
001 General Fund	7,224,539.69	7,547,033.10	26,603,002.30	23,663,067.13	12.42
002 Coal Severance Tax	0.00	25,250.00	5,818.39	4.90	118,642.65
003 Municipal Stabilization	72,683.03	0.00	16,601,850.13	19,361,541.12	-14.25
007 Business Improvement Dist Fund	7,277.90	7,691.00	53,921.47	55,834.16	-3.43
009 Community Development	54,245.75	53,995.75	1,250.00	10,268.96	-87.83
014 IT Infrastructure	6,022.38	10,785.60	1,371,526.37	1,551,643.90	-11.61
015 Charleston Land Reuse	390.58	19,186.14	85,613.14	185,278.09	-53.79
017 Project West Invest	2.63	0.00	600.80	571.90	5.05
018 Planning Grant	313.79	0.00	71,675.59	68,228.48	5.05
019 Tourism & Promotions	2,821.73	0.00	644,525.17	650,182.59	-0.87
020 Business Development	3,033.31	0.00	692,850.61	1,088,346.19	-36.34
021 Community Participation	70.60	0.00	16,124.91	44,756.46	-63.97
024 LGBTQ Working Group	5.87	0.00	1,342.52	1,277.96	5.05
026 Uniform Pension Reserve Fund	8,718.63	0.00	1,989,921.49	32,343,137.34	-93.85
035 Municipal Beautification	496.06	0.00	113,305.63	126,450.03	-10.39
036 Special Demolition	34,369.98	0.00	59,004.73	23,553.10	150.52
037 Sister Cities	126.47	0.00	28,888.45	27,988.67	3.21
038 Solid Waste	365,674.49	80,232.33	1,831,310.08	721,827.05	153.70
039 Waste Disposal	76,045.20	76,045.20	0.00	0.00	0.00
040 Landfill Closure	29,494.03	0.00	4,388,502.72	4,048,289.54	8.40
041 Police Contributions	269.66	609.00	61,067.49	113,386.86	-46.14
042 Police Evidence	2,655.06	5,131.55	605,086.75	620,138.57	-2.43
043 Forfeited Funds	2,787.16	23,829.00	526,610.80	791,391.80	-33.46
044 Municipal Court	27,545.85	38,619.10	264,328.84	270,515.49	-2.29
045 Homeland Security	137,612.73	137,612.73	489,162.60	49,614.44	885.93
046 Home-ARP Inv Trust Fund	0.03	0.00	6.72	0.26	2,484.62
047 Health Insurance Reserves	39,915.94	0.00	9,117,376.70	6,331,625.11	44.00
048 Wayfinding Commission	81.06	0.00	18,515.67	17,625.19	5.05
049 Live On The Levee	49.00	0.00	11,191.73	9,516.84	17.60
073 American Rescue Plan	113,578.76	315,631.91	24,776,567.69	31,125,987.91	-20.40
080 Human Rights	0.00	0.00	176,793.29	176,793.29	0.00
081 Home Program	146,759.65	146,655.75	15,193.72	3,388.36	348.41
085 Firefighters Assistance Grant	0.00	0.00	77.08	77.08	0.00
088 SBA Riverfront Project Donation Account	0.00	0.00	9.18	9.18	0.00
088 SBA Riverfront Project Grant Account	0.00	0.00	10,167.71	10,167.71	0.00
093 Byrne Justice	12,370.00	12,370.00	0.00	0.00	0.00
095 Police Grants	33,747.24	439.83	333,672.74	392,490.19	-14.99
096 Historic Preservation	0.00	4,355.00	0.00	0.00	0.00
097 C.A.R.E.	282.20	36,288.13	45,508.50	0.00	100.00
099 Public Arts Grant	5,000.00	12,000.00	227,743.42	216,853.42	5.02
100 Sinking Fund	9,412.09	0.00	2,149,857.12	2,049,733.16	4.88
200 Infrastructure	715.90	0.00	163,519.74	155,655.53	5.05
214 Civic Center Capital Improvement	1,335.61	31,493.93	288,276.34	198,683.27	45.09
215 Municipal Auditorium Capital Improvement	1,240.62	0.00	283,375.69	239,902.49	18.12
220 General Maintenance	9,603.88	53,837.60	2,156,417.29	4,476,536.68	-51.83
221 City Service Fee Capital Project	4,389.54	0.00	1,002,633.87	1,382,090.66	-27.46
222 Facilities Maintenance	11,434.35	4,296.12	2,610,586.13	2,330,915.02	12.00
223 Green Initiative Fund	1,163.95	0.00	265,861.72	253,075.55	5.05
224 Sidewalk Improvement Fund	1,163.84	0.00	265,839.89	253,054.78	5.05
252 Public Safety Center	4,339.70	4,000.00	989,117.01	0.00	100.00
255 Ballpark Maintenance	559.76	0.00	127,858.09	97,302.50	31.40
402 Civic Center Revenue	844,837.55	929,472.55	538,991.89	223,391.51	141.28
406 Parking System Revenue	211,730.39	194,570.16	5,924,154.43	5,459,333.49	8.51
426 Parking Operation and Maintenance	18,310.60	0.00	4,182,403.90	3,340,334.44	25.21
427 Civic Center TIF Project	2,169.42	110,967.30	417,848.67	503,522.69	-17.01
900 M - DENT	3,535.25	27,352.56	605,526.30	785,338.03	-22.90
901 Pending Forfeiture	5,189.92	0.00	1,191,581.26	1,153,109.70	3.34
Working Cash Advance Fund	0.00	0.00	44,925.00	44,425.00	1.13
Total All Funds	9,540,118.83	9,909,751.34	114,448,889.47	147,048,233.77	-22.17

Bill No. 8023

Introduced in Council:

Adopted by Council:

December 18, 2023

Introduced by:

Referred to:

Chad Robinson

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

Bill No. 8023 - A BILL providing for the annexation into the City of Charleston of parcel 1.1, Map 9, District 19, commonly referred to as the City Landfill, near the road known as Landfill Pt.

WHEREAS, the City of Charleston has received a petition for annexation without election pursuant to W.Va. Code § 8-6-4 from the sole qualified freeholder in territory near Landfill Pt. that is contiguous to the City of Charleston; and

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

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

WHEREAS, the Council of the City of Charleston did enumerate and verify the total number of eligible petitioners, in each category, from the territory to be annexed and determined that a majority of all freeholders of the additional territory filed the petition and there are no qualified voters in the additional territory; and

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

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

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

The Council of the City of Charleston, in compliance with W.Va. Code § 8-6-4, having previously enumerated and verified the total number of eligible petitioners, in each category, from the additional territory to be annexed, is satisfied that the petition for

36 annexation is sufficient in every respect. By passage of this ordinance, as a certification
37 to such fact of the sufficiency, the City Council shall enter this annexation upon its
38 journal. A certified copy of this ordinance shall be forwarded to the Kanawha County
39 Commission for entry of an order.

40
41 The City of Charleston does hereby provide for the annexation of additional territory
42 without ordering a vote on the questions, and hereby does consent to and does annex
43 the territory commonly referred to as the City Landfill near the road known as Landfill Pt.
44 as described in Exhibit 1 (attached hereto). By said annexation, and upon entry of an
45 appropriate order by the Kanawha County Commission, the corporate limits of the City
46 of Charleston shall be set forth to include this additional territory as part of Ward 20.



PETITION FOR ANNEXATION WITHOUT ELECTION

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

District 19, Map No. 9, Parcel No. 1.1, which was conveyed to the City of Charleston by a Deed recorded in Deed Book 2060 at Page 595 in the Office of the Clerk of Kanawha County. And which parcel is more particularly described as follows: BEGINNING at a point on the ridge at a jeep trail that divides the waters of Lick Branch from Cane Fork of Davis Creek, said point being located in the original west line S 33 02 W 3381.43 feet from Point “M”, the beginning point in Lick Branch in D.B. 181, Page 504, and thence running with the ridge between Lick Branch and Cane Fork with four courses: S 87 35 E 550 feet; S 34 30 E 450 feet; N 82° 00' E 500 feet; S 25 30' E 550 feet to a point on the ridge between Venable Branch (Mission Hollow) and Cane Fork; thence following the ridge between Mission Hollow and Cane Fork S 55 02 E 1081.4 feet and S 38 00 E 480 feet to a high point on the ridge in the original eastern tract line S 32 19 W 3550.53 feet from point "D" in the original description; thence following the outside eastern tract line S 32 19 W passing at 2929.86 feet a stone, in all on this line 3180 feet to another stone marked “C”; thence continuing with the outer line of the tract N 55 11 W passing at 46.85 feet the call of a stake in all on this line crossing the left Fork of Cane Fork 3311.66 feet to a stone marked "L"; thence running with the western line of the tract N 32 20 3120 feet to the point on the jeep trail, the place of beginning, containing in all 252 acres, more or less.

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

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

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

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

NOTICE: For the purposes of this Petition for Annexation without Election there are zero qualified voters in the area to be annexed and one freeholder, namely the City of Charleston. Accordingly, this petition is executed by the City Manager of the City of Charleston and seeks approval from the City Council for the annexation of one parcel owned by the City of Charleston that is presently outside of City Limits.



FREEHOLDERS PETITION

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

Signature

Printed Name: Benjamin Mishoe
City Manager, City of Charleston

Freehold Address: No mailing address

Property description is in petition and property
is commonly referred to as the City Landfill,
located near the road known as Landfill Pt.

Date: 12-7-2023

THIS DEED, Made the 19th day of April, 1984, by and between CAPITAL PARK AUTHORITY, INC., a West Virginia corporation, Grantor and party of the first part, and THE CITY OF CHARLESTON, a municipal corporation, Grantee and party of the second part.

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to the party of the first part, and other valuable considerations not expressed herein, the receipt of all of which being hereby acknowledged, the said party of the first part does hereby GRANT and CONVEY unto the said party of the second part, all of the surface of that parcel of land formerly described as being situate in Loudon District, now situate in Charleston South Annex of Kanawha County, West Virginia, on the waters of Cane Fork of Davis Creek, and more particularly bounded and described as follows:

BEGINNING at a point on the ridge at a jeep trail that divides the waters of Lick Branch from Cane Fork of Davis Creek, said point being located in the original west line S 33° 02' W 3381.43 feet from Point "M", the beginning point in Lick Branch in D.B. 181, Page 504, and thence running with the ridge between Lick Branch and Cane Fork with four courses: S 87° 35' E 550 feet; S 34° 30' E 450 feet; N 82° 00' E 500 feet; S 25° 30' E 550 feet to a point on the ridge between Venable Branch (Mission Hollow) and Cane Fork; thence following the ridge between Mission Hollow and Cane Fork S 55° 02' E 1081.4 feet and S 38° 00' E 480 feet to a high point on the ridge

#2021 Mail: F Duane Hill
1108 Security Bldg Chas WV

in the original eastern tract line S 32° 19' W 3550.53 feet from point "D" in the original description; thence following the outside eastern tract line S 32° 19' W passing at 2929.86 feet a stone, in all on this line 3180 feet to another stone marked "C"; thence continuing with the outer line of the tract N 55° 11' W passing at 46.85 feet the call of a stake in all on this line crossing the Left Fork of Cane Fork 3311.66 feet to a stone marked "L"; thence running with the western line of the tract N 32° 20' 3120 feet to the point on the jeep trail, the place of beginning, containing in all 252 acres, more or less.

and being all of that same property conveyed to the said party of the first part herein by the Union Mission Settlement, a corporation, by deed dated December 21, 1971, recorded December 29, 1971, in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 1641, at page 369.

The said party of the first part further Grants and Conveys unto the said party of the second part the release of possible reverter rights as granted and conveyed, with covenants of General Warranty, to the party of the first part by Frank A. Hardy and others by deed dated December 21, 1971, recorded December 29, 1971, in the office of the aforesaid Clerk in Deed Book 1641, at page 361, and such release, as fully reserved and retained for the benefit of the subject parcel herein conveyed in that deed dated December 21, 1971, recorded December 29, 1971, in the office of the aforesaid Clerk in Deed Book 1641, at page 371, from the said party of the first part to the Union Mission Settlement.

This conveyance is made subject to all reservations of oil, gas and other minerals and to all rights of way and

easements as may be currently applicable and pertinent;
and, further, as to all such currently pertinent provisions in the aforesaid deed from the Union Mission Settlement to the said party of the first part, recorded as aforesaid in Deed Book 1641, at page 36 .

The party of the first part WARRANTS GENERALLY the property hereby conveyed.

DECLARATION OF CONSIDERATION OR VALUE: This conveyance is not subject to the West Virginia Excise Tax on the transfer of real estate and that the Grantee is a political subdivision of the State of West Virginia.

This deed was prepared by F. Duane Hill, Attorney at Law, Charleston, West Virginia, and has been reviewed and approved by John N. Charnock, Jr., Attorney for The City of Charleston.

WITNESS the following signature and seal:

CAPITAL PARK AUTHORITY, INC., a
West Virginia corporation

BY:

[Signature]
M. Wells

(SEAL)

Its: President

RECORDED
1934 APR 18 AM 9-24
REGISTERED
STATE OF WEST VIRGINIA
COUNTY COMMISSIONER
HARRIS A. BENTLEY, JR., CL.

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I, Daniel Lee Fowler, a Notary Public
in and for said County and State, do hereby certify that J.
M. WELLS, whose name is signed to the foregoing writing,
bearing date the 19th day of April, 1984, for CAPITAL PARK
AUTHORITY, INC., a corporation, as its President, has this
day acknowledged the same before me in my said County, to
be the act and deed of said Corporation.

Given under my hand this 18th day of April,
1984.

My commission expires Jan 11, 1988.

Daniel Lee Fowler
NOTARY PUBLIC
KANAWHA COUNTY, WEST VIRGINIA

This instrument was presented to the Clerk of the County
Commission of Kanawha County, West Virginia, on
and the same is admitted to record. APR 18 1984

Teste: Margaret A. Miller Clerk

Witness
Kanawha County Commission