



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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

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

AGENDA
FINANCE COMMITTEE MEETING
Monday, February 5, 2024
6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

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

I. DISCUSSION:

- a. Approval of Previous Minutes 1-16-2024

II. RESOLUTIONS:

- a. Resolution No. 924-24 - Authorizing the Mayor or City Manager to submit an application to the Regional Intergovernmental Council's Surface Transportation Block Grant Program (with a required 80/20 match) for sidewalk improvements in the downtown central business district.
- b. Resolution No. 925-24 - Authorizing the Mayor or City Manager to enter into an agreement with Ozark Materials, LLC for the City's Traffic Marking Paint.
- c. Resolution No. 926-24 - Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with MTN Shop for the purchase of curtain motors.
- d. Resolution No. 927-24 - Authorizing the Mayor or City Manager to enter into a lease agreement for approximately 30.5 acres and associated access and utility easements of land adjacent to the City Landfill, to be used by Waste Management for the construction and operation of a waste storage facility.
- e. Resolution No. 928-24 - Authorizing the Mayor or City Manager to enter into a contract with Mountwest Community and Technical College to provide 4 semesters of paramedic training courses for the Charleston Fire Department.
- f. Resolution No. 929-24 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act funds to the Charleston Area Alliance in the total amount of \$1,250,000 and to

execute the appropriate agreements to spend funds in accordance with the purposes of the Charleston LIFT Center.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., JANUARY 16, 2024
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., January 16, 2024.

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

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

Absent:
Brent Burton, Vice Chair

Other Councilmembers present:

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Taylor asked for unanimous consent to dispense with the reading of the minutes for the January 3, 2024 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 921-24 – Authorizing the Mayor or City Manager to execute the Memorandum of Understanding between the City of Charleston and Mountain View Memorial Park Company, attached hereto as exhibit A, relating to the transfer of assets, including both real and personal property, from Mountain View Memorial Park Company to the City of Charleston and to take all necessary steps to complete the closing of the asset transfer.

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

That the Council for the City of Charleston authorizes the Mayor or City Manager to execute the Memorandum of Understanding between the City of Charleston and Mountain View Memorial Park Company, attached hereto as exhibit A, relating to the transfer of assets, including both real and personal property, from Mountain View Memorial Park Company to the City of Charleston and to take all necessary steps to complete the closing of the asset transfer. The City Council specifically acknowledges that the Spring Hill Cemetery Park Commission has recommended the execution of the Memorandum of Understanding and transfer of the assets. For the avoidance of doubt, City Council specifically authorizes the Mayor or City Manager to take any legal actions necessary to transfer, close, and consolidate the perpetual care trust currently managed by Mountain View Memorial Park Company to the City of Charleston and into the Spring Hill Combined Endowment Fund, Inc.

City Manager, Ben Mishoe, added that Mountain View Memorial Park will give the property listed to the City. 50% of the proceeds of plots sold from that area will go to Mountain View Memorial Park.

Councilmember Taylor abstained from voting as he is a member of the Spring Hill Cemetery Board.

Councilmember Robinson added that Mr. Sears is a member of the association that he has a contract with, but he does have any financial benefit as a result of the resolution.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting in the majority as affirmative, Chairperson Jenkins declared Resolution No. 921-24 approved.

- b. Resolution No. 922-24 – 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 in the amount of \$51,900.00, where the price 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 can enter into a contract with Brewer and Company of West Virginia, Inc. to repair and replace standpipes at the Cinemas Parking Garage in the amount of \$51,900.00.

City Manager, Ben Mishoe, added that the standpipes at the Cinema's garage were deemed inadequate by the Fire Department after testing.

Councilmember Taylor confirmed with Parking Director, Terri Allen, that the Fire Department would connect to a standpipe as a water source.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 922-24 approved.

- c. Resolution No. 923-24 – Authorizing the Finance Director to establish special revenue fund 027 as the Opioid Settlement fund to be used to receive and expend any amounts received under the West Virginia statewide settlement agreements with various pharmaceutical companies relating to opioid-related claims made on behalf of the State of West Virginia and its political subdivisions, and amending the purpose of fund 097, CARE Office fund, created by resolution 748-22, adopted on December 19, 2022, by removing the provisions related to receiving and expending of opioid settlement funds.

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

That the Finance Director is authorized to establish special revenue fund 027 as the Opioid Settlement fund to be used to receive and expend any amounts received under the West Virginia statewide settlement agreements with various pharmaceutical companies relating to opioid-related claims made on behalf of the State of West Virginia and its political subdivisions, and amending the purpose of fund 097, CARE Office fund, created by resolution 748-22, adopted on December 19, 2022 by removing the provisions related to receiving and expending of opioid settlement funds.

City Manager, Ben Mishoe, added that the State Auditor has recommended that a special fund be established to receive funds from the opioid settlement.

Finance Director, Andy Wood added that the previously established CARE Office fund will continue to receive funds from various grants and other sources.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 923-24 approved.

Councilmember Taylor motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 924-24

Introduced in Council:

Adopted by Council:

February 5, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 924-23 - Authorizing the Mayor or City Manager to submit an application to the Regional Intergovernmental Council's Surface Transportation Block Grant Program with a total project cost in the amount of \$2,500,000. The program requires an 80/20 match with \$500,0000 coming from the City's American Rescue Plan proceeds. The grant will be used for sidewalk improvements in the downtown central business district.

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

The Mayor or City Manager is authorized to submit an application to the Regional Intergovernmental Council's Surface Transportation Block Grant Program with a total project cost in the amount of \$2,500,000. The program requires an 80/20 match with \$500,0000 coming from the City's American Rescue Plan proceeds. The grant will be used for sidewalk improvements in the downtown central business district.

Project Funding Estimate

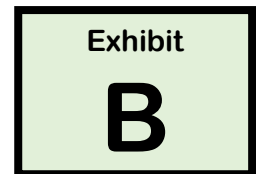
CONCRETE CURB & SIDEWALK

Street	To and From	Est. Total Cost
Spring St.	Bigley Ave. to Alley (South Side)	\$22,400.00
Kanawha Blvd.	Capitol St. to Dunbar St. (North Side)	\$129,200.00
Kanawha Blvd.	Clendenin St. to Truslow St. (North Side - Bad Sections Only)	\$52,100.00
Virginia St. E.	Virginia St. Bridge to Court St. (Both Sides - Bad Sections Only)	\$204,700.00
Virginia St. E.	Laidley St. to Summers St. (North Side)	\$44,700.00
Quarrier St.	1109 Quarrier St. at Covenant House (South Side)	\$26,400.00
Clendenin St.	Washington St. E. to Donnally St. (Both Sides - Bad Sections Only)	\$75,900.00
Donnally St.	Clendenin St. to McCormick St. (South Side - Bad Sections Only)	\$65,800.00
Donnally St.	McCormick St. to Court St. (South Side-Bad Sections Only)	\$32,200.00
Donnally St.	Capitol St. to Dickinson St. (South Side - Bad Sections Only)	\$16,300.00
Laidley St.	Brawley Walkway to Lee St. E. (Both Sides)	\$52,400.00
Dickinson St.	Quarrier St. to Lee St. E. (Both Sides - Bad Sections Only)	\$94,500.00
Dickinson St.	End of Streetscape to Washington St. E. at Firestone Bldg. (West Side)	\$31,300.00
Dickinson St.	Washington St. E. to Donnally St. (Both Sides - Bad Sections Only)	\$43,700.00
Leon Sullivan Way	Quarrier St. to Lee St. E. (Both Sides - Bad Sections Only)	\$79,600.00
Brooks St.	Washington St. E. to Lewis St. (West side - Bad Sections Only)	\$41,600.00
Smith St.	Shrewsbury St. to Brooks St. (Both Sides - Bad Sections Only)	\$77,100.00
Shrewsbury St.	Christopher St. to Smith St. (Both Sides - Bad Sections Only)	\$12,300.00
TOTAL		\$1,102,200.00

Exhibit

A

**Project Funding Estimate
Brick Sidewalks and Intersections**



Lee/Capitol intersection

New accessible Ramps- 8 total, estimate 100 sq ft each, assume \$40 sq ft

$$=8 \times 100 = 800 \text{ ft}^2 = 800 \text{ ft}^2 \times \$40/\text{ft}^2 = \textbf{\$32,000}$$

Replace brick sidewalk around each accessible ramp

Estimated square footage, $600+1200+700+500=3,000 \text{ ft}^2$

$$\text{Assume } \$70/\text{ft}^2 \times 3,000 \text{ ft}^2 = \textbf{\$210,000}$$

Replace Intersection with new brick crosswalks and asphalt center, estimate area $4,500 \text{ ft}^2$

$$\text{Assume } 70 \text{ ft}^2 \times 4,500 = \textbf{\$315,000}$$

TOTAL \$557,000

Christopher/Capitol Crosswalks

New accessible Ramps- 8 total, estimate 100 sq ft each, assume \$40 sq ft

$$=8 \times 100 = 800 \text{ ft}^2 = 800 \text{ ft}^2 \times \$40/\text{ft}^2 = \textbf{\$32,000}$$

Replace brick sidewalk around each accessible ramp

Estimated square footage, $475+300+375+350=1,500 \text{ ft}^2$

$$\text{Assume } \$70/\text{ft}^2 \times 1,500 \text{ ft}^2 = \textbf{\$105,000}$$

Replace Intersection with new brick crosswalks and asphalt center, estimate area $3,900 \text{ ft}^2$

$$\text{Assume } 70 \text{ ft}^2 \times 3,900 = \textbf{\$275,000}$$

TOTAL \$410,000

Brick sidewalk repair various areas

Summers Street, Capitol Street, Quarrier, estimate $6,250 \text{ ft}^2$, assume $\$70/\text{ft}^2$

$$=6250 \times \$70/\text{ft}^2 = \textbf{\$437,500}$$

$$\text{TOTAL} = \$557,000 + \$410,000 + \$437,500 \quad \textbf{\underline{\underline{TOTAL \$1,404,500}}}$$

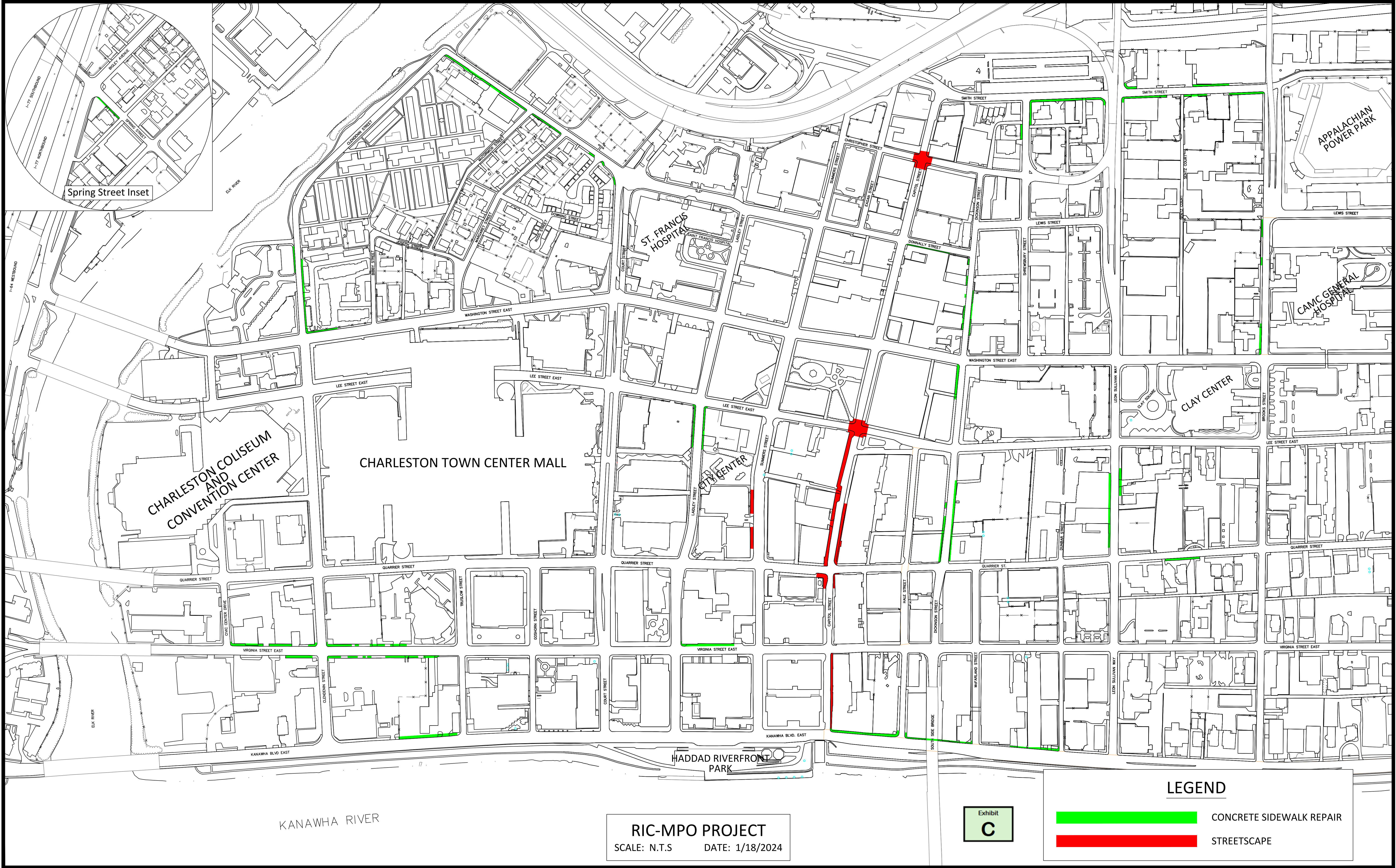


Exhibit
C

LEGEND



CONCRETE SIDEWALK REPAIR



STREETSCAPE

RIC-MPO PROJECT

SCALE: N.T.S. DATE: 1/18/2024

Letter from Andy Wood stating ARPA meet has been set aside and
That sidewalk improvements are a permitted use of the fund.



Resolution No. 924-24

Introduced in Council:

February 5, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

February 5, 2024

Referred to:

Finance

Resolution No. 924-23 - Authorizing the Mayor or City Manager to submit an application to the Regional Intergovernmental Council's Surface Transportation Block Grant Program with a total project cost in the amount of \$2,500,000. The program requires an 80/20 match with \$500,0000 coming from the City's American Rescue Plan proceeds. The grant will be used for sidewalk improvements in the downtown central business district.

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

The Mayor or City Manager is authorized to submit an application to the Regional Intergovernmental Council's Surface Transportation Block Grant Program with a total project cost in the amount of \$2,500,000. The program requires an 80/20 match with \$500,0000 coming from the City's American Rescue Plan proceeds. The grant will be used for sidewalk improvements in the downtown central business district.



CITY OF CHARLESTON West Virginia

Planning, Streets, and Traffic Committee



RESOLUTION OF SUPPORT

Whereas, the Planning, Streets, and Traffic Committee is a standing committee of the City Council of the City of Charleston; and

Whereas, the Planning, Streets, and Traffic Committee's purview relates to issues dealing with city planning, streets, sidewalks, and traffic for the betterment of the City of Charleston by planning for its orderly and beneficial development; and

Whereas, the Committee has reviewed the grant application to the Regional Intergovernmental Council for a Surface Transportation Block Grant to replace deteriorated sections of sidewalk in the Central Business District; and

Whereas, the downtown is the Metropolitan Statistical Area's largest employment center with the area's most widely used sidewalk network; and

Whereas, it is essential for sidewalks to be safe and accessible for all users, regardless of age, user, or ability; and

Whereas, this grant will give the City the ability to repair the sections of brick sidewalk that are the most deteriorated within the Central Business District, which will increase pedestrian safety.

Now, therefore, be it resolved by the Planning, Streets, and Traffic Committee of the City of Charleston, West Virginia:

That the Committee does hereby endorse the grant application to the Regional Intergovernmental Council for a Surface Transportation Block Grant to replace deteriorated sections of sidewalk in the Central Business District.

To this Resolution we set our hands and seal:

Mary Beth Hoover, Chair

Mileys Carey, City Clerk

Christopher & Capitol St

Legend

Google Earth

©2024 Google

3.84 ft







Donnally Street

Legend

Capitol to Dickinson





Legend

Lee & Capitol St

Google Earth

© 2024 Google

4.17 ft

Lee & Capitol St

Legend







Quarrier Street

Legend

1109 Quarrier

Google Earth

©2024 Google

Earth Point

4.01 ft







Spring Street

Legend

Bigley to Alley

Google Earth

©2024 Google

Earth 12

3.93 ft











RIC MPO Project Funding Request

Organization Name: City of Charleston

Primary Point of Contact: Dan Vriendt, Planning Director, 304-348-8105, 915 Quarrier Street, Suite 1, Charleston, WV 25301, dan.vriendt@cityofcharleston.org

Secondary Point of Contact: Chris Knox, City Engineer, 304-348-8106, 114 Dickinson Street, Charleston, WV 25301, chris.knox@cityofcharleston.org

Organization Type: A unit of local government.

Funding Type: Surface Transportation Block Grant

Name the eligible activity: Pedestrian and bicycle projects in accordance with 23 USC 217, including modifications to comply with ADA requirements.

Project Narrative: The City of Charleston's central business district is the MSA's largest employment center with the area's most widely used sidewalk network. Parking garages, limited surface lots, and zero lot line development make use of city-owned sidewalks a necessity. The City has made significant advances in upgrading the sidewalks for ADA compliance as it relates to intersection improvements. However, there is a tremendous need to replace and repair deteriorated sections of sidewalk between the intersections. In fact, the majority of trip and fall claims against the City result from substandard sidewalks conditions in the downtown area. The intent of this proposal is to make needed repairs throughout the district to increase pedestrian safety by reducing tripping hazards and increasing ADA accessibility. It is essential for sidewalks to be safe and accessible regardless of age, user, or ability.

The City Engineer's Office manages the City's sidewalk program and has identified specific locations throughout downtown where the concrete needs to be fully replaced as well as locations where replacement of individual panels are needed. Additionally, certain sections of brick streetscape need to be replaced with a proper concrete subbase. The City Engineer identified approximately 55,000 square feet of concrete sidewalk replacement and 20,750 square feet of brick streetscape replacement, totaling \$2,500,000. The request is for \$2,000,000 of Surface Transportation Block Grant funds to be matched by \$500,000 of the City's American Rescue Plan proceeds. The extent of repairs needed to the sidewalks exceeds what the City's General Fund has been able to afford. This project will substantially fulfill that need.

The Engineering Department is staffed and well-suited to manage this project. The Engineering Department regularly manages large-scale, high-cost city construction projects, including \$4M of paving annually and other public and capital improvement projects throughout the City. The Office will also produce the construction drawings in-house and in compliance with all State and Federal requirements.

Projected Funding Federal Fiscal Year:

Describe the project in detail including all proposed improvements and the expected outcomes of those improvements.

The portion of the project dealing with the brick streetscape focuses on areas of Capital Street, Summers Street and Quarrier Street and will include areas that are currently without a concrete base. These areas will be replaced with newer pavers with chamfered edges and installed over concrete base. Where required, mature trees that are currently causing sidewalk upheaving will be removed and replaced with approved urban trees and associated tree wells/grates. Two intersections have out of compliance crosswalks and ADA ramps. This included 16 new pedestrian ramps, adjacent brick sidewalks, and crosswalks at eight intersecting streets. The cost estimate for this work is \$1,404,500. Please see **exhibit 'A'** for the full cost breakdown.

The concrete curb and sidewalk replacement is for the following locations:

- Kanawha Blvd. - Capitol St. to Dunbar St. (North Side)
- Kanawha Blvd. - Clendenin St. to Truslow St. (North Side)(Bad Sections Only)
- Virginia St. E. - Virginia St. Bridge to Court St. (Both Sides)(Bad Sections Only)
- Virginia St. E. - Laidley St. to Summers St. (North Side)
- Quarrier St. - 1109 Quarrier St. at Covenant House (South Side)
- Clendenin St. - Washington St. E. to Donnally St. (Both Sides)(Bad Sections Only)
- Donnally St. - Clendenin St. to Court St. (South Side)(Bad Sections Only)
- Donnally St. - Capitol St. to Dickinson St. (South Side)(Bad Sections Only)
- Laidley St. - Brawley Walkway to Lee St. E. (Both Sides)
- Dickinson St. - Quarrier St. to Lee St. E. (Both Sides)(Bad Sections Only)
- Dickinson St. - End of Streetscape to Washington St. E. at Firestone Bldg. (West side)
- Dickinson St. - Washington St. E. to Donnally St. (Both Sides)(Bad Sections Only)
- Leon Sullivan Way - Quarrier St. to Lee St. E. (Both Sides)(Bad Sections Only)
- Brooks St. - Washington St. E. to Lewis St. (West Side)(Bad Sections Only)
- Smith St. - Shrewsbury St. to Brooks St. (Both Sides)(Bad Sections Only)
- Shrewsbury St. - Christopher St. to Smith St. (Both Sides)(Bad Sections Only)
- Spring St. - Bigley Ave. to the alley

The cost estimate for the concrete curb and sidewalk work is \$1,102,200. Please see **exhibit 'B'** for the full cost breakdown. Together the total project is \$2,526,700. **Exhibit 'C'** shows the locations off all the proposed improvements.

Project Phase: Construction Only using WVDOT compliant completed engineering plans.

Will this project involve right-of-way or property acquisition? No

Total Project Cost Amount: \$2,500,000

Expected Required Federal Share: 80%

Expected Local Match Amount: \$500,000

Is an overmatch provided? No

Does the entity have the local match available or committed at the time of submission? Yes

Describe the local match source: The City will use a portion of its American Rescue Plan allotment for the match. Please see **exhibit 'A' and 'B'** for the cost estimates and **exhibit 'D'** for the financial commitment.

--Attach project cost estimates and supporting documentation related to funding and financial commitments. --

GPS Latitude and Longitude Begin and End Termini: Begin 38 20' 55.12N, 81 38' 12.85W End 38 21' 09.14N, 81 37' 46.70W

Please see **Exhibit 'C'** for a map showing the location of the proposed improvements and the photographs of the existing conditions.

-- Attach a PDF with photos of existing conditions, a relevant planning study, and/or an engineering design report. Utilize the reduce file size function--

Does the project make improvements that directly contribute to the development of alternative modes of transportation? If yes, please describe.

Sidewalks are an essential form of transportation downtown for people to live, work and recreate. The project will improve the walkability for all users.

Does the project directly aim to improve safety? If yes, please describe.

The primary goal of the sidewalk repairs is to improve safety and ease of use for all users regardless of age or ability.

Is the project in the RIC Metropolitan Transportation Plan (MTP)? If yes, please describe and provide the Project ID.

The project is not specifically identified in the MTP but it is consistent with the goals and objectives of chapter 5 - Bicycle and Pedestrian Element, which states "Improve safety and user comfort levels on all bicycle and pedestrian facilities."

What is the Average Annual Daily Traffic (AADT) of the project segment or location? Please describe in detail how you obtained this information including the route ID or station ID if applicable.

There is currently no data on how many people use each sidewalk. However, downtown is the largest employment and destination center in the MSA. The sidewalk network is the main method of transportation between uses in the downtown.

(WV DOT maps or data collection methodology)

--Attach any community letters of support of affected organizations or a resolution of support from the organization's primary authority (for example, mayor or town council)—

Exhibits 'E' and 'F' are adopted resolutions by City Council and the Planning Streets and Traffic Committee showing support for the project.

Resolution No. 925-24

Introduced in Council:

Adopted by Council:

February 5, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 925-24 - Authorizing the Mayor or City Manager to enter into an agreement
2 with Ozark Materials, LLC in the amount of \$33,785.40 for the City's Traffic Marking Paint,
3 where the purchase was determined through a competitive bidding process.

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

6
7 That the Mayor or City Manager is authorized to enter into an agreement with Ozark Materials,
8 LLC in the amount of \$33,785.40 for the City's Traffic Marking Paint, where the purchase was
9 determined through a competitive bidding process.

All Bids

Business	Opened at	Status	Bid Total
SealMaster	2024-01-23 15:00:45 UTC	Responsive	\$49,115.88
Ennis-Flint, Inc.	2024-01-23 15:00:47 UTC	Responsive	\$40,273.75
George L. Wilson	2024-01-23 15:00:48 UTC	Responsive	\$56,304.00
Ozark Materials	2024-01-23 15:00:48 UTC	Responsive	\$33,785.40

Status: Adverised | Bids: 0

Withdraw Advertisements

→

Downloadable attachments that you provide, for the bidder, as part of the solicitation.

A bid bond form that provides surety verification.

This is a custom 'Build Your Own' component.

The information supplied in this component will be available to the owner-agency immediately after the bid deadline but before the bid is opened.

A list of biddable items. You define the quantity, description and units

 [Click here to disable Q & A notifications for this solicitation](#)

2024-03 Traffic Marking Paint

01/23/2024 10:00 AM EST

Description

The City of Charleston Street Department is seeking bids for the purchase of Traffic Marking Paint. The following should be an outline of service components and installation requirements.

Yes

Yes

Yes

say

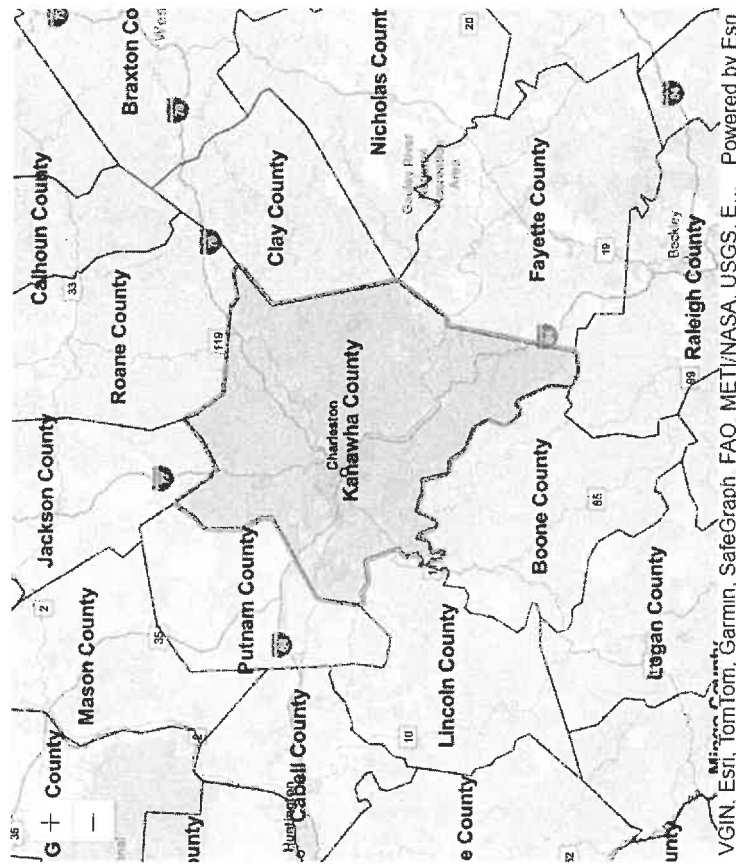
Only

No

Locations (1)

1 Locations Listed

- 1 Kanawha West Virginia



Q & A

Deadline

01/16/2024 04:00 PM EST

Remarks

No questions have been asked

ATTACHMENT LIST

Edit More

Order Name Description

- 1 2024-03 Traffic Marking Paint.pdf (127 KB)
- 2 INFORMATION FOR BIDDERS-Traffic Marking Paint.pdf (169 KB)
- 3 Terms and Conditions.pdf (149 KB)
- 4 Purchasing Affidavit.pdf (272 KB)
- 5 Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB) OPTIONAL

5 Attachments

ADDENDUM ACKNOWLEDGMENT

Edit More

Click "+" to add addenda. If no addendum, type "N/A."

Addendum Number.*

Date of Acknowledgment.*

1/17/24

EXCEPTIONS AND DEVIATIONS

Optional: Vendor is not required to complete.

Bidder shall fully describe every variance, exception and/or deviation. Please include with your bid form. Additional sheets may be used if required.

Enter exceptions and deviations below:*

N/A

BID AND PROPOSAL FORM (1 OF 3)

I agree to supply the materials and perform the services as detailed in this solicitation, including accepting the terms and conditions associated with it.

required

I acknowledge that I have read the solicitation carefully and agree to its terms.*

BID AND PROPOSAL FORM (2 OF 3)

Search for Item Code or Description

Reset Search

Order	Description	Quantity	Alternate	Optional	Fixed (Unit Price)	Unit Price
Alternates are not included in bid total						
1	YELLOW Traffic Marking Paint 55 GALLON CONTAINERS	29.00	X	X	X	\$ 659.45 per Drum
2	WHITE Traffic Marking Paint 55 GALLON CONTAINERS	23.00	X	X	X	\$ 637.45 per Drum
2 Items						

BID AND PROPOSAL FORM (3 OF 3)

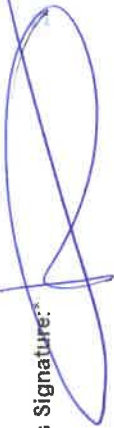
Edit More

☒ Local Vendor Preference: -- By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on the "Information for Bidders" document attached to this solicitation.*

☒ Business & Occupation Tax: -- By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on the "Information for Bidders" document attached to this solicitation.*

☒ Equal Employment Opportunities: -- I acknowledge and agree that, in the performance of any City contract, the vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin.*

Authorized Bidder's Signature:*



Title:*

VP of Operations

Date:*

1/19/24

Company Name:*

Ozark materials, an Ingenuity Company

Address:*

591 Glendale Ave. Greenville, AL 36037

Telephone Number:*

334-245-1138

Fax Number:

Email Address:*

S-bids@ingenuity.com

LIST OF STOCKHOLDERS

Provide a list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

If attaching PDF copy of List of Stockholders, type "Attached" in the fields below.

Click "+" to add Stockholders. If none, type "N/A."

Stockholder Name:*

N/A - The sole owner is Ingenuity Corp. a list of managers & officers is included

Stockholder Address:*

VENDOR PROTESTS

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within seven (7) calendar days of after City Council approves of the award. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the Interim City Manager's Office, Attention: Andy Wood 501 Virginia Street East, Room 101; Charleston, WV 25301.

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The Protestor's name, address, telephone number, and fax number;
2. The solicitation number;
3. A detailed statement of the legal and/or factual grounds for the protest;
4. Copies of all relevant and supporting documentation, if necessary; and
5. A statement as to the form of resolution or relief sought.

FAILURE TO SUBMIT THIS INFORMATION SHALL BE GROUNDS FOR REJECTION OF THE PROTEST.

The City Manager may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided by the City Manager in a previous protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay, professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing may be held within five (5) business days of the date of receipt of the written response to the protest by Selected Vendor; provided that, City may in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. If a hearing is held, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest, provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. The decision of the city manager is final and is not appealable. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature: 

Date: **1/19/24**

Required Document List

[Edit](#) [More](#)

Name	Description	Omission Terms
List of Stockholders	Please upload a copy of Bidder's List of Stockh...	☒ I have no Stockholders or have provided my Lis...
Additional Upload Space	Upload additional documents.	☐ I do not need to upload additional documents.
2 Required Documents		

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code § 5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code § 61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name:

Ozark Materials, an Integrity Company

Authorized Signature:

Date:

1/19/24

Safety Data Sheet
Revised Date: 08-02-2021 Supersedes 10-21-2020
WATERBORNE PAINT
White or Yellow



WATERBORNE PAINT – WHITE OR YELLOW

Product identifier
Synonyms
Road Marking Paint, Traffic Marking Paint
Traffic Marking
None known

Recommended use
Recommended restrictions
Manufacturer/Supplier

For Product Information Call:

E-Mail:
For emergencies only. Call CHEMTREC: 1-800-424-9300
contact@ozarkmaterials.net

2. Hazard(s) Identification

Physical hazards
None known

Health hazards
Acute toxicity, oral
Acute toxicity, dermal
Acute toxicity, inhalation
Serious eye damage/eye irritation
Germ cell mutagenicity
Carcinogenicity
Specific target organ toxicity, single exposure (lungs, liver, kidney, central nervous system)
Specific target organ toxicity, repeated exposure (lungs)
Category 4
Category 3
Category 4
Category 2A
Category 4
Category 4
Category 4

Label elements



Signal word

Hazard statement

H315: Causes skin irritation.
H317: May cause an allergic skin reaction.
H319: Causes serious eye irritation.
H413: May cause long-lasting harmful effects to aquatic life

Precautionary statement
Prevention

P261: Avoid breathing dust/fumes/gas/mist/vapors/spray.
P270: Do not eat, drink or smoke when using this product.
P273: Avoid release to the environment.
P280: Wear protective gloves/protective clothing/eye protection/face protection.
P501: Dispose of contents/container in accordance with local regulations.
P301+310: **IF SWALLOWED:** Immediately call a POISON CENTER/Medical Attention
P331: Do NOT induce vomiting.
P303+361+353: **IF ON SKIN (or hair):** Take off immediately all contaminated clothing
Rinse skin with water [or shower]
P304+340: **IF INHALED:** Remove person to fresh air and keep comfortable for breathing.

Response

P305+P351+P338: **IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P308+313: IF exposed or concerned: Get medical advice/attention.

Storage	P405: Store locked up P403: Store in a well ventilated place. P233: Keep container tightly closed P501: Dispose of contents/container in accordance with local regulations.
	Hazard(s) not otherwise classified (HNOC) This product contains crystalline silica (quartz) as an impurity. This product contains Calcium carbonate (CAS 1317-65-3) and Titanium dioxide (CAS 13463-67-7) in a <i>Non-Respirable dust form</i> .

3. Composition/Information on Ingredients			
Mixtures			
Chemical name	CAS Number	Percentage	
Calcium carbonate (<i>non-respirable</i>)	1317-65-3	50 - 70	
Titanium dioxide (<i>non-respirable</i>)	13463-67-7	2 - 10	
Methanol	67-56-1	0 - 7	
Propylene glycol	57-55-6	0 - 4	
Aqua ammonia	1336-21-6	0 - <1	
Quartz (<i>non-respirable</i>)	14808-60-7	0.07-0.3	
Non-Hazardous Pigments			
Organic Yellow	-----	1-5	

The criteria for listing components in the composition are as follows: Carcinogens are listed when present at 0.1% or greater; components which are otherwise hazardous according to OSHA are listed when present at 1.0% or greater. Non-hazardous components may be listed at 3.0% or greater if not proprietary in nature. This is not intended to be complete compositional disclosure. Refer to section 15 for applicable states right-to-know and other regulatory information.

4. First-Aid Measures	
Inhalation	Move to fresh air. If breathing is difficult, give oxygen. If symptoms persist, call a physician.
Skin contact	Wash off immediately with plenty of water. Remove & wash contaminated clothing before reuse. If symptoms persist, call a physician.
Eye contact	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. If symptoms persist, call a physician.
Ingestion	Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Drink plenty of water. If symptoms persist, call a physician.
Most important symptoms/effects, acute and delayed	The most important known symptoms and effects are described in the labelling (see Section 2 and/or in Section 11).
Indication of immediate medical attention & special treatment needed	In case of shortness of breath, give oxygen. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	If exposed or concerned: get medical attention/advice. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use.

5. Fire-Fighting Measures	
Suitable extinguishing media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Combustion products may include and are not limited to Carbon oxides (COx), Nitrogen oxides (NOx).
Specific hazards arising from the chemical	As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.
Special protective equipment and precautions for firefighters	

6. Accidental Release Measures	
Personal precautions, protective	Use personal protective equipment. Ensure adequate ventilation. Avoid

equipment & emergency procedures

Environmental precautions
Prevent product from entering drains. Do not flush into surface water or sanitary sewer system.

Methods and materials for containment and cleaning up
Prevent further leakage or spillage if safe to do so. Use personal protective equipment. Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material. Clean up promptly by sweeping or vacuum. Keep in suitable and closed containers for disposal.

7. Handling and Storage

Precautions for safe handling

Ensure adequate ventilation. Avoid breathing vapors or mists. Avoid contact with skin, eyes and clothing. Remove and wash contaminated clothing before re-use. Do not eat, drink or smoke when using this product.

Conditions for safe storage
Keep container tightly closed. Keep in properly labeled containers. Keep out of the reach of children.

Incompatible Products:
Calcium carbonate ignites on contact with fluorine. It is incompatible with aluminum, ammonium salts & mercury + hydrogen. Strong acids. Strong bases. Strong oxidizers.

8. Exposure Controls/Personal Protection

Occupational exposure limits

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Components	Type	Value
Calcium carbonate (CAS#1317-65-3)	PEL(TWA)	15 mg/m ³ (total dust), 5 mg/m ³ (respirable)
Titanium dioxide (CAS#13463-67-7)	PEL(TWA)	15 mg/m ³
Methanol (CAS# 67-56-1)	PEL(TWA)	260 mg/m ³
Aqua ammonia (CAS# 1336-21-6)	PEL(TWA)	35 mg/m ³
Quartz (CAS#14808-60-7)	PEL (TWA)	0.1 mg/m ³ (vacated)

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Calcium carbonate (CAS#1317-65-3)	8-hour TWA	15 mg/m ³ (total dust), 5 mg/m ³ (respirable)
Titanium dioxide (CAS#13463-67-7)	8-hour TWA	15 mg/m ³ (total dust)
Methanol (CAS# 67-56-1)	8-hour TWA	260 mg/m ³

US. OSHA Table Z-2 (29 CFR 1910.1000)

None of the components in this product is listed.

US. OSHA Table Z-3 Mineral dusts (29 CFR 1910.1000)

Components	Type	Value
Quartz (CAS#14808-60-7)	TWA	10 mg/m ³ (respirable) %SiO ₂ +2
		30 mg/m ³ (total dust) %SiO ₂ +2

US. ACGIH Threshold Limit Values

Components	Type	Value
Titanium dioxide (CAS#13463-67-7)	TLV(TWA)	10 mg/m ³ (total dust)
Methanol (CAS# 67-56-1)	TLV(STEL)	250 ppm
Aqua ammonia (CAS# 1336-21-6)	TLV(TWA)/(STEL)	25 ppm/35 ppm
Quartz (CAS#14808-60-7)	TLV(TWA)	0.025 mg/m ³ (respirable)

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Calcium carbonate (CAS#1317-65-3)	REL(TWA)	10 mg/m ³ (total dust), 5 mg/m ³ (respirable)
Methanol (CAS# 67-56-1)	REL(TWA)	260 mg/m ³
Aqua ammonia (CAS# 1336-21-6)	REL(TWA)	18 mg/m ³
Quartz (CAS#14808-60-7)	REL(TWA)	Ca 0.05 mg/m ³ (respirable dust)

Appropriate engineering controls

Facilities storing or utilizing this material should be equipped with an eyewash facility and safety shower. Use adequate general or local explosion-proof ventilation to keep airborne levels to acceptable levels.

Individual protection measures, such as personal protective equipment



Eye/face protection
Wear protective eyewear (safety glasses).

Skin protection
Protective gloves.

Hand protection
Impervious clothing. Dispose of contaminated gloves after use in accordance with applicable laws and good work hygiene practices.

Other
If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

Thermal hazards
Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations
Provide regular cleaning of equipment, work area and clothing. Avoid contact with skin, eyes and clothing. Wash hands before breaks and immediately after handling the product. Keep away from food, drink and animal feeding stuffs.

9. Physical and Chemical Properties

Appearance	
Physical state	Emulsion
Form	Liquid
Color	White or Yellow
Odor	Slight, Ammonia
Odor threshold	Not Available
pH	Not Available
Melting point/freezing point	Not Available
Initial boiling point and boiling range	Not Available
Flash point	> 201°F (>93.8°C)
Evaporation rate	Not Available
Flammability (solid, gas)	Not flammable
Upper/lower flammability or explosive limits	Not Available
Flammability limit – lower	Not Available
Flammability limit – upper	Not Available
Explosive limit – lower (%)	Not Available
Explosive limit – upper (%)	Not Available
Vapor pressure	Not Available
Vapor density	Not Available
Relative density (specific gravity)	1.55 - 1.75
Solubility(ies)	
Solubility (water)	Insoluble
Partition coefficient (n-octanol/water)	Not Available
Auto-ignition temperature	Not Available
Decomposition temperature	Not Available
Viscosity	Not Available

10. Stability and Reactivity

Reactivity
Not Available. Hazardous reactions will not occur under normal conditions

Chemical stability
Stable under recommended storage conditions.

Possibility of hazardous reactions
Hazardous polymerization does not occur.

Conditions to avoid
None known based on information supplied.

Incompatible materials
Hazardous decomposition
Products

Acids, strong oxidizing agents.
 Carbon oxides. Nitrogen oxides (NOx).

11. Toxicological Information

Information on likely routes of exposure

Ingestion
 Harmful if swallowed. May cause blindness if swallowed.
 May cause additional effects as listed under "Inhalation".
Inhalation
 Harmful if inhaled. May cause irritation of respiratory tract and coughing and/or shortness of breath.
 May cause skin irritation.
 Causes serious eye irritation.
Skin contact
 Eye contact
Symptoms related to the physical, chemical & toxicological characteristics
Delayed & immediate effects & also chronic effects from short-and long-term exposure
 Ingestion: No specific data
 Irritation and Redness
 Skin contact: Adverse symptoms may include the following:
 respiratory tract irritation: Coughing
 Inhalation: Adverse symptoms may include the following:
 pain or irritation: Watery and Redness
 Eye contact: Adverse symptoms may include the following:
 Causes serious eye irritation.
 May cause skin irritation.
 and/or shortness of breath.

Numerical measures of toxicity
Components

Titanium dioxide (CAS#13463-67-7)	Oral LD ₅₀	Rat	>5000 mg/kg
Methanol (CAS#67-56-1)	Inhalation LC ₅₀	Rat	>3.43 mg/l
	LD ₅₀ Oral	Human	143 mg/kg
	LD ₅₀ Dermal	Rabbit	17,100 mg/kg
	Inhalation LC ₅₀	Rat	131.25 mg/l
Propylene Glycol (CAS#57-55-6)	Oral LD ₅₀	Rat	22000 mg/kg
Aqua ammonia (CAS# 1336-21-6)	Oral LD ₅₀	Rat	350 mg/kg
	LC ₅₀	Rat	7338 ppm
	Inhalation		

Skin corrosion/irritation
Serious eye damage/eye irritation
Respiratory or skin sensitization
Respiratory sensitization
Skin sensitization
Germ cell mutagenicity
Carcinogenicity

No data available.
 No data available.
 Not Established

GHS Category 4

Calcium Carbonate (CAS 1317-65-3): Calcium carbonate is not listed by MSHA, OSHA, or IARC as a carcinogen, but this product may contain trace amounts of crystalline silica, which has been classified by IARC as carcinogenic to humans when inhaled in the form of quartz or cristobalite. *This is not relevant for this product since it is a liquid.*

Titanium dioxide (CAS 13463-67-7): This product contains Titanium dioxide, which is classified as a possible carcinogen when present as respirable dust. *This is not relevant for this product since it is a liquid.*

Quartz (CAS#14808-60-7)
 This product contains Quartz, which is classified as a known carcinogen when present as respirable dust.

This is not relevant for this product since it is a liquid.

IARC Monographs. Overall Evaluation of Carcinogenicity
 Although IARC has classified titanium dioxide as possibly carcinogenic to humans (2B), their summary concludes:
"No significant exposure to Titanium dioxide is thought to occur during the use of products in which titanium dioxide is bound to other materials, such as paint."
 1 "Carcinogenic to humans". In Respirable form.

This is not relevant for this product since it is a liquid.

NTP Report on Carcinogens
 Quartz (CAS#14808-60-7)
 Titanium dioxide (CAS#13463-67-7)
 Quartz (CAS#14808-60-7)

Known "known to be a Human Carcinogen". In Respirable form.
This is not relevant for this product since it is a liquid.
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

None of the components in this product is listed.
Reproductive toxicity
 No data available.
Specific target organ toxicity – single exposure
 Causes damage to organs. - Eyes
 No data available.
Specific target organ toxicity – repeated exposure
 No data available.
Aspiration hazard
 No data available.

12. Ecological information

Numerical measures of toxicity

Components	Test	Species	Test Results
Titanium dioxide (CAS#13463-67-7)	Crustacea EC ₅₀	Water flea (<i>Daphnia magna</i>)	>100 mg/l, 48 Hours
Methanol (CAS#67-56-1)	Fish EC ₅₀	Bluegill (<i>Lepomis macrochirus</i>)	12700 mg/l, 96 Hours
Propylene Glycol (CAS#57-55-6)	Crustacea LC ₅₀	Shrimp (<i>Mysidopsis bahia</i>)	18800 mg/l, 96 Hours
Persistence and degradability			
Bioaccumulative potential			
Mobility in soil			
Other adverse effects			
			Avoid release into the environment.

13. Disposal considerations

Disposal instructions

This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material could become a hazardous waste if it is mixed with or otherwise comes in contact with a hazardous waste, if chemical additions are made to this material, or if the material is processed or otherwise altered. Consult the 261 to determine whether the altered material is a hazardous waste. Consult the appropriate state, regional, or local regulations for additional requirements.

Hazardous waste code

US RCRA Hazardous Waste F List : Reference
 Methyl alcohol (CAS 67-56-1) F039

Contaminated packaging

Do not re-use empty containers.

14. Transport information

In Accordance with DOT
 Not regulated for transport.
 In Accordance with IMDG
 Not regulated for transport.
 In Accordance with IATA
 Not regulated for transport.

15. Regulatory information

US federal regulations
 In accordance with OSHA Hazard Communication Standard, 29 CFR

1910.1200.

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

Compliance Statement: This SDS was prepared to be in accordance with:

US OSHA Hazard Communication Standard 29 CFR 1910.1200 (Rev 2012)

European Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

None of the components in this product is regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Calcium carbonate (CAS#1317-65-3) Methanol (CAS#67-56-1)

Titanium dioxide (CAS#13463-67-7) Quartz (CAS#14808-60-7)

CERCLA Hazardous Substance List (40 CFR 302.4)

Methanol (CAS 67-56-1) Listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - No Pressure Hazard - No

Delayed Hazard - No Reactivity Hazard - No

Fire Hazard

SARA 302/304 Extremely hazardous substance None of the components in this product is listed.

SARA 311/312 Hazardous chemical

SARA 313 (TRI reporting)

Chemical Name

CAS number

% by wt.

0-7

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Methanol (CAS 67-56-1)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not listed.

Safe Drinking Water Act (SDWA)- Not listed

US State regulations

US. Massachusetts RTK – Substance List

Calcium carbonate (CAS#1317-65-3)

Titanium dioxide (CAS#13463-67-7)

Quartz (CAS#14808-60-7)

US. New Jersey Worker and Community Right-to-Know Act

Calcium carbonate (CAS 1317-65-3)

Propylene Glycol (CAS 57-55-6)

Quartz (CAS#14808-60-7)

US. Pennsylvania Worker and Community Right-to-Know Law

Calcium carbonate (CAS 1317-65-3)

Methanol (CAS 67-56-1)

Propylene Glycol (CAS 57-55-6)

US. California Proposition 65: Carcinogens & Reproductive Toxicity (CRT): Listed substance

The following are on the Proposition 65's List of chemicals known to the State of California to

cause cancer or reproductive toxicity, which are classified as a possible carcinogen when present

as respirable dust:

Crystalline silica (CAS 14808-60-7) and Titanium dioxide (CAS 13463-67-7).

This is not relevant for this product since it is a liquid.

Canada regulations

This product has been classified in accordance with the hazard criteria of the Controlled Products

Regulations (CPR)

WHMIS classification: This product does not meet the criteria for classification.

16. Other information, including date of preparation or last revision

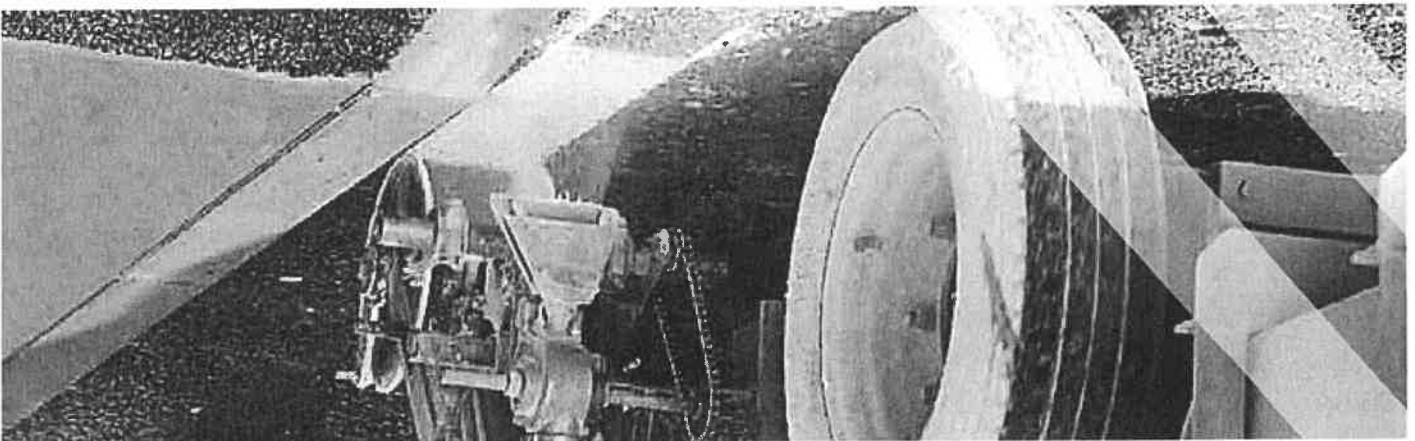
07-23-2017

Issue date

Revision date	Version #	Hazard Ratings	References			
08-02-2021	3	HEALTH FLAMMABILITY REACTIVITY	1 1 0	1 1 0	1 1 0	ACGIH: Documentation of the Threshold Limit Values and Biological Exposure indices IARC: International Agency for Research on Cancer NIOSH: The National Institute for Occupational Safety and Health NTP: National Toxicology Program OSHA: Occupational Safety and Health Administration
Safety Glasses Gloves						
PPE						
B						
3-Serious						
2-Moderate						
1-Slight						
0-Minimal						
SCALE						
NFPA						

Disclaimer: The information provided on this SDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text. Because of conditions of use are beyond our control, no guarantee, representation or warranty expressed or implied is made. We urge each customer or recipient of this SDS to study it carefully to become aware of and understand the potential hazards associated with the product. Customary precautionary measures for handling chemicals should be followed.

Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with all federal, state, provincial or local laws. Since conditions for use of this product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Any use of the product not in conformance with this SDS or in combination with any other product or process is the responsibility of the user. Consult Ozark Materials, LLC for further information.



THE DURABLE ADVANTAGE

Ozark Materials' waterborne traffic paint is environmentally friendly, durable and formulated for use in a wide-range of applications. For streets and highways, rural roads, parking lots, and airfields, Ozark Materials' waterborne paint can be applied from temperatures as low as 35° F to as high as 120° F. The waterborne paint is suitable for applications on both bituminous and concrete roadways, can be sprayed with either airless or conventional spray equipment, and is available in all specifications and colors.

JUST THE FACTS...

- Superior durability
- Excellent adhesion
- Environmentally friendly
- Remains flexible over time
- No thinning for application
- Fast drying
- Applied with conventional or airless spray equipment

400 Series Regular Dry

- Great for temporary paint, parking lots and air field marking
- Low VOC formula with excellent atomization
- Durable, abrasion resistant finish dries within 30 minutes

500 Series Fast Dry

- Proven low VOC waterborne acrylic durability
- For use under adverse conditions--night striping, high traffic and high humidity
- Minimizes traffic control when restriping, dries to no track in under 3 minutes
- at 15 wet mils with glass beads applied at 77° F and humidity above 75%

600 Series High Build

- Increased durability through greater film thickness (20-35 mils)
- Flexible paint film to withstand road expansion and contraction
- Greater retro-reflectivity with the ability to use larger gradation beads
- No track (field) in less than 3 minutes at 77° F (25° C) and low humidity

700 Series Cold Weather / High Performance

- Designed to cure in temperatures as low as 35° F
- No track (field) in less than 10 minutes at temperatures 37° F (3° C) and rising
- No switching to solvent systems in cold climates, use from early spring through late fall
- Extends striping season
- 15 mils wet application

-SDS available upon request

PACKAGING

1 gallon can
 5 gallon pail
 55 gallon drum
 275 gallon tote

COVERAGE

100 sq ft/gallon at 15 mil wet film
 300 LF of 4" line/gallon at 15 mil wet film

SPECIFICATIONS

- Meets Federal Std. 141D and American Standard
- Meets or exceeds FS TTP-1952F (Type I, II, III)

WATERBORNE TRAFFIC PAINT

SURFACE PREPARATION

Before applying coatings, the surface should be clean and dry; the surface preparation. The surface must be free of oil, grease, gasoline and moisture.

APPLICATION

- Do not apply when the temperature is below 50° F, except cold weather/high performance which can be applied as low as 35° F
- Do not heat coating in stripping system above 140° F
- Do not apply first coat over fresh asphalt at more than 7 mils wet
- New asphalt and concrete must be allowed to cure for a minimum of 30 days before application of product
- Do not leave water, or water mixed with non-subsiding cleaner, for more than 24 hours in spray equipment
- Use a mixture of glycol solution and water for storing spray equipment longer than 72 hours
- Surface temperature must be at least 5° F above dew point to prevent condensation

- Drop on Beads (Type I): usually parking lots do not require the use of glass beads, however if they are required, drop-on glass beads are applied at the rate of 3 to 4 pounds per gallon for parking lots and 6 to 8 pounds per gallon for standard roads

LET`S GET TECHNICAL...

Typical Values: (modified for various specifications)

Property	400 Series	500 Series	600 Series	700 Series
Pigment, % by weight (+/-2%)	61	61	61	58
Total Solids % by weight (+/-2%)	76	77	77	76
Nonvolatile Vehicle % by weight (+/-2%)	38	40	40	40
Weight per gallon, lbs (+/-0.3)	14.0	14.0	14.0	13.80
Viscosity@ 77° F, KU	80-95	80-95	80-95	80-90
Grind (Hegman Gauge) Minimum	3	3	3	3
Contrast Ratio 5 mil wet, Minimum	0.95	0.95	0.95	0.95
Directional Reflectance% (White) 15 mil wet, Minimum	87	87	87	87
Directional Reflectance% (Yellow) 15 mil wet, Minimum	50	50	50	50
Field Dry Time No track time @ ambient conditions, minutes	1-3	1-2	1-2	3-10
VOC g/l, maximum	100	100	100	100

WARRANTY

Ozark Materials, LLC, warrants to the purchaser that this product shall be manufactured without defects. This limited warranty covers material replacement only. The shelf life shall be six months from the date of manufacture when stored properly. Excluded from coverage is labor, any damage to the application surface or any failure of the coating caused other than by defects in the material.

591 Glendale Ave • Greenville, AL 36037 • P: 334.213.2995 • www.OzarkMaterials.net

Ozark Materials, LLC Managers and Officers

Name	Title	Address
Mary Dean Hall	Manager	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
Ryan C. Fisher	Manager	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
John C. Fortson	President and Chief Executive officer	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
Mary Dean Hall	Executive Vice President and Chief Financial Officer	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
Stacy L. Cozad	Executive Vice President, General Counsel & Secretary	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
S. Edward Woodcock, Jr	Executive Vice President and President, Performance Materials	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
Rich White	Senior Vice President, Performance Chemicals, and President Industrial Specialties and Pavement Technologies	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
Christine Stunyo	Senior Vice President, Chief Human Resources	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
Ryan C. Fisher	Vice President, Deputy General Counsel, Chief Compliance Officer & Assistant Secretary	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
Phillip John Platt	Vice President, Chief Accounting Officer and Business Transformation Lead	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
Heather Miller	Vice President, Tax	4920 O'Hear Drive Suite 400 North Charleston, SC 29405
John Nypaver, Jr	Vice President, Treasurer and Investor Relations	4920 O'Hear Drive Suite 400 North Charleston, SC 29405

Resolution No. 926-24

Introduced in Council:

Adopted by Council:

February 5, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 926-24 - Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with MTN Shop in the amount of \$ 38,977.47 for the purchase of curtain motors, where the purchase price was determined through a competitive bidding process.

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

That the General Manager of the Charleston Coliseum & Convention Center is authorized to enter into a contract with MTN Shop in the amount of \$ 38,977.47 for the purchase of curtain motors, where the purchase price was determined through a competitive bidding process.

All Bids

Business	Opened at	Status	Bid Total
Stage Lift	2024-01-19 15:00:45 UTC	Responsive	\$53,789.00
MTN Shop	2024-01-19 15:00:47 UTC	Responsive	\$38,977.00

QUOTE

No. 23e02266

QUOTE DATE:

1/8/2024

SALES REP:

CS1

MTN SHOP



POWERED BY



QUOTED BY:

QUOTED TO:

Charleston Coliseum & Convention Ctr
200 Civic Center Drive
Charleston, WV 25301

GOOD THROUGH:

3/1/2024

PAYMENT TERMS:

Net 30 DAYS

This quote may not include taxes or freight charges that will be applied to invoices.

QUANTITY	MPN	DESCRIPTION	U/M	UNIT PRICE	AMOUNT
8	3183	Holsts and Required Hoist Accessories			
		CM CLASSIC LODESTAR MODEL F, 1/2 TON,		2,644.20	21,153.60
496	85016	230/460-3-60, 16FPM, AC SINGLE BRAKE			
		CM 1/4" STARGRADE LOAD CHAIN - ZINC FINISH	ft	14.10	6,993.60
8	2792	(8) @ 62' ea, with 60 of lift			
8		CL SWIVEL SUSPENSION HOOK A-F		56.40	451.20
8		HBL2413 BK: HBL L14-20R BLK (SKJ - X=COMMON		27.50	220.00
		Y=DOWN, SILVER=UP)			
8		HBL2431 BLK: HBL L16-20P BLK (SKJ - X=L1, Y=L2		27.50	220.00
		Z=L3, G=GRN)			
8		CHAIN HOIST SPRING LOADED HANDLES V1 (SE		30.00	240.00
8	2150-MPPS	CABLE STRAIN RELIEF - PROSTAR		3.00	24.00
8	MPDHV1CL	DOUBLE HOOK CHAIN BAG BRACKET V1		11.00	88.00
		(CLASSIC)			
8		SCRIM DOUBLE HOOK CHAIN BAG 16"		111.00	888.00

		Subtotal for Hoists			30,278.40
4	04MOUN-MTN	MTN BOX CASE LG 48" X 24" (EMPTY)		925.00	3,700.00
	-BOX-2XNI-HV				
	Y				
4		MTNBOX HOLDING (4) CM HALF TON (V1)		233.13	932.52

		Subtotal for Cases			4,632.52
5		16/7 DUAL TWIST L16-20 POWER/L14-20 CONTR		188.43	942.15
		- 100'			
		Subtotal			942.15
5		16/7 DUAL TWIST L16-20 POWER/L14-20 CONTR		233.60	1,168.00
		- 50' (BLK)			
		Subtotal			1,168.00
4		16/7 DUAL TWIST L16-20 POWER/L14-20 CONTR		177.85	711.40
		- 25' (BLK)			

Through acceptance of this quote and subsequent conversion to Invoice, Buyer understands and agrees that any unpaid past due portions of the related invoice are subject to a late fee of 2% monthly, 24% annually.

Price reflects a 4% discount for cash or check payments. We accept Visa, MasterCard, and American Express, but cannot extend the discount for credit card payments.



Corporate Office: 80 New Frederick St. | Wilkes Barre, PA 18702

MTN SHOP US: <https://shopmtn.com> Mountain Productions, Inc. <https://mountainproductions.com> MTN SHOP EU: <https://shopmtn.eu>

QUOTE

No. 23e02266

QUOTE DATE:
1/8/2024
SALES REP:
CS1



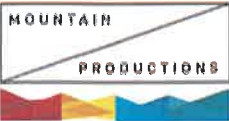
QUOTED BY:
Dan Pekar
dan.pekar@shopmtn.com
OFFICE:(570) 826-5566 x 275
CELL:(570) 309-7066

QUOTED TO:
Charleston Coliseum & Convention Ctr
200 Civic Center Drive
Charleston, WV 25301

GOOD THROUGH:
3/1/2024
PAYMENT TERMS:
Net 30 DAYS

This quote may not include taxes or freight charges that will be applied to invoices.

QUANTITY	MPN	DESCRIPTION	U/M	UNIT PRICE	AMOUNT
		Subtotal			711.40
		SHIPPING & HANDLING		1,245.00	1,245.00
		ACTUAL SHIPPING COST MIGHT VARY FROM THE INITIAL ESTIMATE DUE TO FACTORS SUCH AS CARRIER RATES, PACKAGE SIZE, DESTINATION, AND SPLIT SHIPMENTS.			
Through acceptance of this quote and subsequent conversion to invoice, Buyer understands and agrees that any unpaid past due portions of the related invoice are subject to a late fee of 2% monthly, 24% annually.					
Price reflects a 4% discount for cash or check payments. We accept Visa, MasterCard, and American Express, but cannot extend the discount for credit card payments.					
SUBTOTAL					\$38,977.47
SALES TAX (0.0%)					\$0.00
TOTAL QUOTE AMOUNT					\$38,977.47



Corporate Office: 80 New Frederick St. | Wilkes Barre, PA 18702

BID AND PROPOSAL FORM (1 OF 3)

Edit More

I agree to supply the materials and perform the services as detailed in this solicitation, including accepting the terms and conditions associated with it.

required

X I acknowledge that I have read the solicitation carefully and agree to its terms *

BID AND PROPOSAL FORM (2 OF 3)

Edit More

Search for Item Code or Description

Reset Search

Order	Description	Quantity	Alternate	Optional	Fixed (Unit Price)	Unit Price
Alternates are not included in bid total.						
1	Chain-Hoists-CM Lodestar or equal	8.00	X	X		3784.80 ea
2	Stackable, dual 1/2-ton motor rolling cases	4.00	X	X		1158.155 ea
3	Hoist Cables-100' length	5.00	X	X		188.43 ea
4	Hoist Cables- 50' length	5.00	X	X		233.60 ea
5	Hoist Cables-25' length	4.00	X	X		177.85 ea

5 Items

• BID AND PROPOSAL FORM (3 OF 3)

[Edit](#) [More](#)

Local Vendor Preference - - By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on the "Information for Bidders" document attached to this solicitation *

Business & Occupation Tax - - By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on the "Information for Bidders" document attached to this solicitation *

Equal Employment Opportunities - - I acknowledge and agree that, in the performance of any City contract, the vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin *

Authorized Bidder's Signature: *Dan Pekar* Title: *Business Development Specialist*

Date: *1/8/2024*

Company Name: *Mountain Production*

Address: *476 Blackman St, Wilkes-Barre, PA 18702*

Telephone Number:

Fax Number:

570-309-7066

NA

Email Address:

dan.pekar@shopmtn.com

Intent

The City of Charleston on behalf of the Charleston Coliseum and Convention Center is seeking bids for the purchase of curtain motors. The equipment bid must be interoperable with the existing motor inventory and motor controller as further detailed below. The following should be an outline of components.

The details contained in the following specifications are not designed to exclude any manufacturer from bidding but are offered as a means of describing the needs of the Charleston Coliseum and Convention Center. Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the Charleston Coliseum and Convention Center's intended use.

The provided bid must be in a lump sum and include all labor and materials necessary to complete the project.

MANDATORY SPECIFICATIONS

Charleston Coliseum & Convention Center Curtain Motor RFP Specifications

Existing curtain motor inventory: CM Lodestar; Skjonberg CS-400R, 4-way controller

- Chain-Hoists
 - CM Lodestar (industry standard or equal; must be interoperable with)
 - ½ Ton lift cap., model "F"
 - 16 fpm, AC single brake
 - 3-phase, 230volt
 - Swivel suspension hook "on-bottom", chain "up"
 - Accessories per motor should include:
 - 60' of lift chain = 62' or 63' per (= 496'-504' order total)
 - Hubble ends: L14-20R & L16-20P
 - Chain bag w/ bracket
 - Cable strain relief
- Stackable, dual 1/2-ton motor rolling cases
- Hoist Cables
 - 100' length
 - L16-20/L14-20 Dual twist

- Dog clips on motor end
- Hoist Cables
 - **50'** length
 - L16-20/L14-20 Dual twist
 - Dog clips on motor end
- Hoist Cables
 - **25'** length
 - L16-20/L14-20 Dual twist

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code § 5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code § 61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Mountain Productions

Authorized Signature:  Date: 1/8/2024

Resolution No. 927-24

Introduced in Council:

Adopted by Council:

February 5, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 927-24 - Authorizing the Mayor or City Manager to enter into a lease agreement with Waste Management of West Virginia, Inc. for approximately 30.5 acres and associated access and utility easements of Kanawha County parcel identification number 19 9000100010000 adjacent to the City Landfill, to be used by Waste Management for the construction and operation of a waste storage facility for transfer of both waste and recyclables and all ancillary use thereto.

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

The Mayor or City Manager is authorized to enter into a lease agreement with Waste Management of West Virginia, Inc. for approximately 30.5 acres and associated access and utility easements of Kanawha County parcel identification number 19 9000100010000 adjacent to the City Landfill, to be used by Waste Management for the construction and operation of a waste storage facility for transfer of both waste and recyclables and all ancillary use thereto.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “Lease”) is made this ____ day of _____, 2023 (the “Effective Date”) by and between the CITY OF CHARLESTON, a West Virginia municipal corporation (the “Landlord”), and WASTE MANAGEMENT OF WEST VIRGINIA, INC., a Delaware corporation (the “Tenant”). Landlord and Tenant are collectively referred to herein as the “Parties” and each as a “Party.”

WITNESSETH:

1. LEASED PROPERTY AND TERM

SECTION 1.1. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant, does demise and lease to the Tenant that certain portion of real property, being part of parcel identification number 19 9000100010000 and located in the City of Charleston, Kanawha County, West Virginia (“Land”), together with improvements located thereon (collectively, the “Leased Property”) and all necessary ingress and egress utility and access easements (the “Easements”) more particularly depicted in Exhibit “A” and attached hereto (the “Easement Areas”).

SECTION 1.2. The term of this Lease shall be for a term of thirty (30) years (the “Initial Term”) commencing on the first day of the month immediately following the date Tenant begins accepting waste at the Leased Property for purposes of the Permitted Use (as defined herein) (the “Commencement Date”). Upon expiration of the Initial Term, the Lease shall automatically renew for six (6) successive 5-year terms (each a “Renewal Term”) unless either Party during the Initial Term provides five (5) years advance written notice to the other Party of non-renewal. During any Renewal Term, Landlord or Tenant shall have the right to terminate this Lease by providing five (5) years advance written notice to the other Party.

SECTION 1.3. Commencing on the Effective Date and for a period of eighteen (18) months thereafter (the “Feasibility Period”), Tenant shall have the right to inspect the Leased Property and all other books, records, reports, information and documents in the possession or control of Landlord, its agents, employees, and representatives relating to the Leased Property and to conduct such tests, investigations, inspections, and studies as Tenant may deem necessary or appropriate in order to determine if the Leased Property and access thereto is in satisfactory condition and to submit requests and applications for, and attempt in good faith to obtain, final approvals and acceptances of, all Permits and Approvals (as hereinafter defined) for the use and development of the Leased Property for the Permitted Uses. Landlord agrees to cooperate with and support Tenant in all such proceedings, actions, and applications with respect to any of the Permits and Approvals. Landlord agrees that the same may be conducted and/or submitted in the name of Landlord or Tenant and Landlord hereby grants Tenant such authority as may be required to conduct and/or submit the same. As used herein, “Permits and Approvals” shall mean any and all rezoning approvals, conditional use permits, development plans, site plan approvals, building permits, all necessary or desirable utility easements and connections, highway occupancy permits, access permits, and any other licenses, permits, and approvals as Tenant may deem necessary in its sole and reasonable discretion from any third party, including all local, state, and federal authorities having jurisdiction, including the Kanawha County

Solid Waste Authority, West Virginia Department of Environmental Protection, and West Virginia Public Service Commission. If at any time during the Feasibility Period, Tenant determines, in Tenant's sole discretion, that the Permits and Approvals are not obtainable in form and substance satisfactory to Tenant or Tenant is otherwise dissatisfied with the status or prospects of obtaining Permits and Approvals, or if Permits and Approvals have not been obtained by the expiration of the Feasibility Period, then Tenant shall have the right to terminate this Lease, by delivering written notice to Landlord, and neither party shall have any further obligation or liability hereunder, except those expressly provided to survive the termination of this Lease.

2. RENT AND OTHER COVENANTS

SECTION 2.1. Tenant hereby agrees to pay Landlord monthly rent ("Rent") payable in advance on the first day of each month of the Term in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per month commencing on the Commencement Date. Rent shall increase each year by a percentage equal to the percentage change in the Consumer Price Index, All items in South Urban, all urban consumers (not seasonally adjusted) ("CPI"). The percentage change shall be determined by comparing the CPI published for the month of _____ of the previous year with that for the same month of the then current year.

SECTION 2.2. Tenant hereby covenants that beginning on the Commencement Date and throughout the Term of this Lease, Tenant will accept recyclable materials in addition to waste materials at the Leased Property.

3. TAXES, ASSESSMENTS, AND UTILITIES

SECTION 3.1. Tenant is responsible for all Real Estate Taxes on the Leased Property and shall pay any taxes levied against it in a timely manner. Tenant acknowledges and agrees that Landlord is a tax-exempt municipality and that any Real Estate Taxes levied against Landlord related to the Leased Property will be the responsibility of Tenant. Tenant shall reimburse Landlord for all Real Estate Taxes which may be levied, assessed, or imposed upon the Leased Property during the Term of this Lease. "Real Estate Taxes" means real estate taxes, personal property taxes, and any other ad valorem taxes which may now or hereafter be levied, assessed, or imposed against, or with respect or attributable to, the Leased Property together with any federal, state, local, or other jurisdictional sales or use taxes on rent. Real Estate Taxes specifically excludes income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits and any realty transfer tax, real estate excise tax, inheritance tax, estate tax, capital stock tax, or net income tax. The Parties acknowledge and agree that the Leased Property is currently not separately assessed for tax purposes. Tenant shall reimburse Landlord for any taxes and assessments within thirty (30) days of invoice and copy of actual tax and assessment bill from Landlord.

SECTION 3.2. Tenant shall have the right, at Tenant's sole expense, to contest any such taxes by pursuing the appropriate legal proceeding in good faith and with due diligence. Landlord, at Tenant's sole cost and expense, shall reasonably cooperate with Tenant in any such contest, may join in the costs, and shall execute and deliver such documents as may be reasonably requested by Tenant in connection with such legal proceeding.

SECTION 3.3. Tenant shall have the right to extend and connect any utilities necessary or desirable for Tenant's operations on the Land including, but not limited to, water, sewer, gas, communication services, and electricity, and Tenant will be responsible for any related hookup fees and all costs incurred to extend such utilities to the Leased Property. Landlord will cooperate with Tenant and all of Tenant's representatives, contractors, and consultants related to Tenant's connection to the utilities, including granting necessary easements to Tenant or to utility providers as reasonably requested by Tenant, including granting of easements along the Easement Areas identified on Exhibit A. Tenant shall pay for all utilities and services used on the Leased Property by Tenant directly to the utility provider for its use of the utility service before delinquency and Tenant shall provide proof of payment of such utility charge upon Landlord's reasonable request.

4. USE AND CARE OF LEASED PROPERTY: ALTERATIONS BY TENANT

SECTION 4.1. Tenant and all persons claiming by, through, or under Tenant may use and occupy the Leased Property as a waste storage for transfer, including the storage and transfer of recyclables, and any other ancillary use thereto (the "Permitted Uses"). It is expressly agreed that ancillary uses include an office, vehicle and container storage, and truck maintenance shop. Tenant shall have adequate 24/7 ingress and egress to and from the Leased Property along the Easement Area, including use of the scale house and the right to install, maintain, operate, replace, expand, remove, and upgrade, from time to time, the utility connections within the Easement Areas for use and operation of such utilities to the Leased Property. Tenant agrees that, during the entire Term of this Lease and at its expense, Tenant shall conduct Tenant's business and activities on or related to the Leased Property only in compliance with all applicable present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building codes, and ordinances of any governmental authorities as of the date of this Lease or subsequent thereto ("Laws").

SECTION 4.2. Tenant shall have the right to erect any necessary buildings and make any alterations, changes, and improvements (collectively, "Improvements") to the Leased Property without Landlord's prior written consent if such Improvements are deemed necessary by Tenant for the Permitted Uses. Tenant and Tenant's architect and general contractor shall be responsible for the construction of the Improvements. In the event any mechanic's lien shall at any time be filed against the Leased Property or any part of the Improvements by reason of work, labor, services, or materials performed or furnished to Tenant, Tenant shall forthwith cause the same to be discharged of record or adequately bonded over. If Tenant shall fail to cause such lien forthwith to be discharged or bonded within five (5) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding, and the amount so paid by Landlord and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in procuring the discharge of such lien, shall be due and payable in full by Tenant to Landlord on demand. The title to all Improvements and now or hereafter located on the Leased Property shall be vested in Tenant until either the termination or expiration of this Lease, at which time all title to and ownership of the Improvements shall automatically and immediately vest (without the necessity of any further action being taken by Tenant or Landlord or any instrument being executed and delivered by Tenant to Landlord) in Landlord, in the then current AS IS, WHERE IS condition. Notwithstanding the foregoing, if the then current AS IS, WHERE IS condition is not satisfactory to Landlord, Landlord

may require Tenant to demolish and remove all above ground improvements and cap and leave in place all below ground improvements, at Tenant's sole cost and expenses. Landlord shall provide written notice to Tenant within thirty (30) days of expiration or termination of this Lease if it elects for Tenant to remove the Improvements as contemplated herein, in which case, Landlord shall provide access to the Leased Property as reasonably necessary for Tenant's removal of such Improvements following the Term of the Lease.

SECTION 4.3. Tenant shall have the right to install in the Leased Property all trade fixtures and equipment which Tenant, in its sole discretion, may deem necessary or desirable for Tenant's business operations. Tenant shall be permitted to remove, replace, re-install, or upgrade, from time to time, all furniture, furnishings, trade fixtures, equipment, and other personal property owned or leased by Tenant, whether such item is moveable or attached to the Leased Property or any portion thereof, provided however, Tenant shall repair any damage to the Leased Property occasioned by such removal.

SECTION 4.4. Tenant shall, at all times during the Term of this Lease, at Tenant's sole cost and expense, keep and maintain the Leased Property, including the Improvements, appurtenances, and every part thereof that may exist on, in, or be made a part of the Leased Property, in reasonably good repair, ordinary wear and tear excepted. Without limitation of the foregoing, Tenant shall be responsible for all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, and foreseen and unforeseen. Tenant shall be responsible for removal of snow and ice. Unless otherwise expressly provided in this Lease, Landlord is not required to maintain, repair, clean, alter, or improve the Leased Property, or to provide any services to the Leased Property.

SECTION 4.5. During the Term of this Lease, Tenant shall keep, afford, and allow access to Landlord to the Leased Property at all reasonable times during Tenant's regular business hours. Except in emergency, Landlord shall give at least forty-eight (48) hours advance notice, written or oral, of its intent to gain such access to the Leased Property.

SECTION 4.6. Tenant shall have the right, without Landlord's prior written consent to install, affix, or use any signs at the entrance to the Leased Property (or Easement entrance) and upon the exterior of the building on the Leased Property. Any and all signs installed, affixed, or used by Tenant upon the Leased Property shall comply with any and all applicable Laws and all recorded restrictions and covenants.

SECTION 4.7. Landlord covenants that, upon Tenant's paying the Rent and performing and observing the covenants, conditions, and agreements hereof upon the part of Tenant to be performed and observed, Tenant shall and may peaceably hold and enjoy the Leased Property during the Term, without interruption or disturbance from any person.

5. CASUALTY

In the event of damage to or destruction of the whole or any part of the Improvements comprising the Leased Property by fire or any other casualty during the Term, such that it would

be commercially unreasonable or unfeasible for Tenant, in Tenant's sole but reasonable discretion, to conduct its business upon the Leased Property, then, at Tenant's option, either (i) the Rent shall be proportionately suspended and abated to reflect the adverse effect on Tenant of such casualty until the damaged portion of the Leased Property is repaired, restored, or rebuilt or (ii) Tenant shall have the right to terminate this Lease upon giving Landlord written notice of such termination no later than ninety (90) days after the date of such fire or casualty. Unless Tenant shall terminate the Lease pursuant to this Section, Tenant shall, whether or not such damage or destruction shall have been insured, and whether or not insurance proceeds, if any, shall be sufficient for the purpose of such restoration, with reasonable diligence repair, alter, restore, replace, and rebuild the Leased Property or portion thereof so damaged or destroyed in substantially the same or better condition existing immediately prior to such occurrence. Landlord in no event shall be obligated to restore the Leased Property or any portion thereof or to pay any of the costs or expenses thereof.

6. INSURANCE

SECTION 6.1. During the Term of this Lease, Tenant, at its cost and expense, shall carry and maintain the following types of insurance with respect to the Leased Property with insurance companies acceptable to Landlord having a AM Best Rating of A- VII or better, and, with respect to the policies described in subsection (i) through (iv):

(i) Broad form Commercial General Liability insurance policy with a minimum policy limit of \$1,000,000 per occurrence, \$2,000,000 in the aggregate;

(ii) Policies of insurance keeping the Improvements insured against loss or damage by fire, windstorm, flood, earthquake, and such other risks or hazards of a similar nature, in each case in amounts equal to the full replacement cost of the Improvements from time to time, exclusive of foundations;

(iii) Automobile Liability insurance for each automobile owned or leased by Tenant, with a \$1,000,000 per occurrence policy limit; and

(iv) Workers' Compensation/Employer's Liability with statutory coverage with a \$1,000,000/accident, \$1,000,000/Disease-Policy, and \$1,000,000/Disease-per employee.

SECTION 6.2. The Commercial General Liability insurance policy shall include the Insurance Services Office Form CG 2011 0196 "Additional Insured-Manager or Lessors of Property" endorsement (or equivalent), naming Landlord as Additional Insured. The Commercial General Liability and Automobile Liability policies required in this Section shall include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the Landlord has other insurance which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insured shall be excess and non-contributing with the insurance provided by the Tenant" (or equivalent). Each of the policies required in Section 6.1 shall include the following endorsement: "No coverage

may be terminated by this insurance company without first giving at least ten (10) days' prior written notice to the Landlord" (or equivalent).

SECTION 6.3. On or before the Commencement Date and upon Landlord's reasonable request Tenant shall provide Landlord with certificates of insurance evidencing the existence of the coverage described above.

SECTION 6.4. Tenant hereby agrees to defend, indemnify, protect and hold harmless Landlord from and against any and all liabilities, claims, costs, fees, damages, losses, fines, penalties, demands, causes of action (whether in tort or contract, in law or at equity, or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including reasonable attorneys' and experts' fees and expenses) incurred in investigating, defending, or prosecuting any litigation, claim, proceeding, or cause of action (whether in tort or contract, in law or at equity, or otherwise) ("Claims") arising out of or resulting from or in connection with loss of life, personal injury, property damage, or any other Claims asserted against Landlord and/or that Landlord may pay or become obligated to pay (collectively, "Landlord Claims and Costs"), arising from or out of, directly or indirectly, wholly or in part, (a) Tenant's construction activity on the Leased Property; (b) Tenant's use or occupancy of the Leased Property; (c) any act or omission of Tenant, its agents, contractors, employees, servants, invitees, or lessees in, upon or at the Leased Property, or (d) any default or breach in the performance of any obligation of Tenant under this Lease, provided such Landlord Claims and Costs are not caused by the negligence or willful misconduct of Landlord, its agents, contractors, employees, servants, invitees, or lessees. This Section 6.4 shall survive the expiration or earlier termination of this Lease.

7. ASSIGNMENT AND SUBLETTING

Except as set forth herein, Tenant shall not assign or sublease this Lease without the prior consent of Landlord, not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may, without obtaining Landlord's consent, assign this Lease or sublease to (1) any entity which is a successor to Tenant either by merger, consolidation, or operation of law, (2) a purchaser of all or substantially all of Tenant's assets, or (3) any entity that shall control, be under the control of, or be under common control with Tenant.

8. DEFAULT AND REMEDIES UPON DEFAULT

SECTION 8.1. The occurrence of any of the following shall constitute an "Event of Default" of this Lease by Tenant:

(i) If Tenant defaults in the payment of Rent or any part thereof when due as herein provided, and such default shall continue for ten (10) days after Landlord's notice thereof in writing to Tenant;

(ii) If Tenant defaults in any of the other covenants, agreements, conditions, or undertakings herein contained to be kept, observed, and performed by the Tenant, and such default shall continue for thirty (30) days after Landlord's notice thereof in writing to the

Tenant (or if the default is of such a nature that it cannot be cured within such time, Tenant does not commence within thirty (30) calendar days and proceed with due diligence to cure such default); or

(iii) If Tenant files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within sixty (60) days after filing; or has a receiver appointed for its assets (and the appointment is not stayed or vacated sixty (60) days); or makes an assignment for benefit of creditors.

SECTION 8.2. If any Event of Default occurs, and after such applicable notice and cure periods, Landlord shall be entitled, at its election, to seek damages or injunctive relief as available under applicable law, or any rights or remedies that Landlord might otherwise have at law or in equity.

SECTION 8.3. Landlord shall have an obligation to mitigate its damages hereunder.

9. NOTICES OR DEMANDS

All notices, waivers, demands, requests, or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if mailed, on the third (3rd) business day after deposit in the United States certified or registered mail, postage prepaid, return receipt requested, or (b) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the Party to be notified as following:

If to Tenant: Waste Management of West Virginia, Inc.
 c/o Corporate Real Estate
 720 East Butterfield Road, 4th Floor
 Lombard, Illinois 60148
 Attention: Director of Real Estate

If to Landlord: City of Charleston
 501 Virginia St. East
 Charleston, WV 25301
 Attention: City Manager

or to such other address(es) or addressee(s) as any Party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection, refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

10. SURRENDER OF POSSESSION / HOLDOVER

If Tenant shall hold over beyond the expiration of the Term, and continue its operations, Landlord shall treat such holdover tenancy as a month-to-month tenancy for One Hundred Fifteen

Percent (115%) of the monthly rental herein specified. Such holdover tenancy may be terminated by either Party hereto upon thirty (30) days' prior written notice to the other Party.

11. BROKER'S COMMISSION

Landlord and Tenant warrant, each to the other, that there are no brokers involved in this Lease. If any other person shall assert a claim to a fee, commission, or other compensation on account of alleged employment as a broker or finder or for performance of services as a broker or finder in connection with this Lease, the Party hereto under whom the broker or finder is claiming shall indemnify and hold harmless the other Party against and from any such claim and all costs, expenses, and liabilities incurred in connection with such claim or any action or proceeding brought thereon.

12. CONDEMNATION

SECTION 12.1. If the use, occupancy, or title of the entire Leased Property shall be taken, requisitioned or sold in, by, or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (the "Condemnation"), then and in that event the Term of this Lease shall terminate upon Condemnation and any award, compensation, or damages shall be retained by Landlord; provided, however, that Landlord shall not be entitled to any separate award which may be made to Tenant for the cost of realigning, relocating, or removing its personal property, or for relocation expenses or loss of business, and which does not reduce the amount payable to Landlord.

SECTION 12.2. In the event that a material portion (but less than all) of the Leased Property or any interest therein, including, but not limited to, the right of free access to the Leased Property, shall be so taken, requisitioned, or sold as to render the remaining portion of the Leased Property, in the reasonable opinion of Tenant, unsuitable for Tenant's use, then Tenant may, at its option, terminate this Lease and the Term hereof and any award shall be paid in the same manner and upon the same conditions as set forth in Section 12.1. Such option shall be exercised by Tenant by written notice to Landlord not less than thirty (30) days prior to the date on which possession of such portion of the Leased Property shall be taken.

13. MISCELLANEOUS

SECTION 13.1. The captions of this Lease are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

SECTION 13.2. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 13.3. This Lease shall be construed and enforced in accordance with the laws of the state of West Virginia. Landlord and Tenant agree to work together in good faith to resolve any dispute without litigation. Should those good faith negotiations fail to result in a resolution, Landlord

and Tenant agree to submit to the jurisdiction and venue of Kanawha County Circuit Court in Charleston, West Virginia or the United States District Court for the Southern District of West Virginia in Charleston, West Virginia, in the event that litigation results from or arises out of this Lease or the performance thereof.

SECTION 13.4. Landlord and Tenant agree that this Lease is not in consideration for or dependent or contingent in any manner upon any other contract, lease, or agreement between them and that the Term, rental, and other provisions of this Lease are not intended by said Parties to be tied in with any other such contract, lease, or agreement; but on the contrary, this Lease and all of its provisions are entirely and completely independent of any other transactions or relationship between the Parties.

SECTION 13.5. The failure of any Party hereto to enforce any term, covenant, condition, or agreement hereof shall not be deemed to avoid or affect the right of such Party to enforce the same term, covenant, condition, or agreement on the occasion of the subsequent default or breach.

SECTION 13.6. All signatories to this Lease represent and warrant that he/she is authorized to enter this Lease on behalf of their respective Parties.

SECTION 13.7. This Lease may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the Parties. Delivery of an executed counterpart's signature page of this Lease, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the Landlord and the Tenant have caused these presents to be executed as of the day and year first hereinabove written.

LANDLORD:

TENANT:

CITY OF CHARLESTON

WASTE MANAGEMENT OF WEST
VIRGINIA, INC.

By: _____

Name:

Its:

By: _____

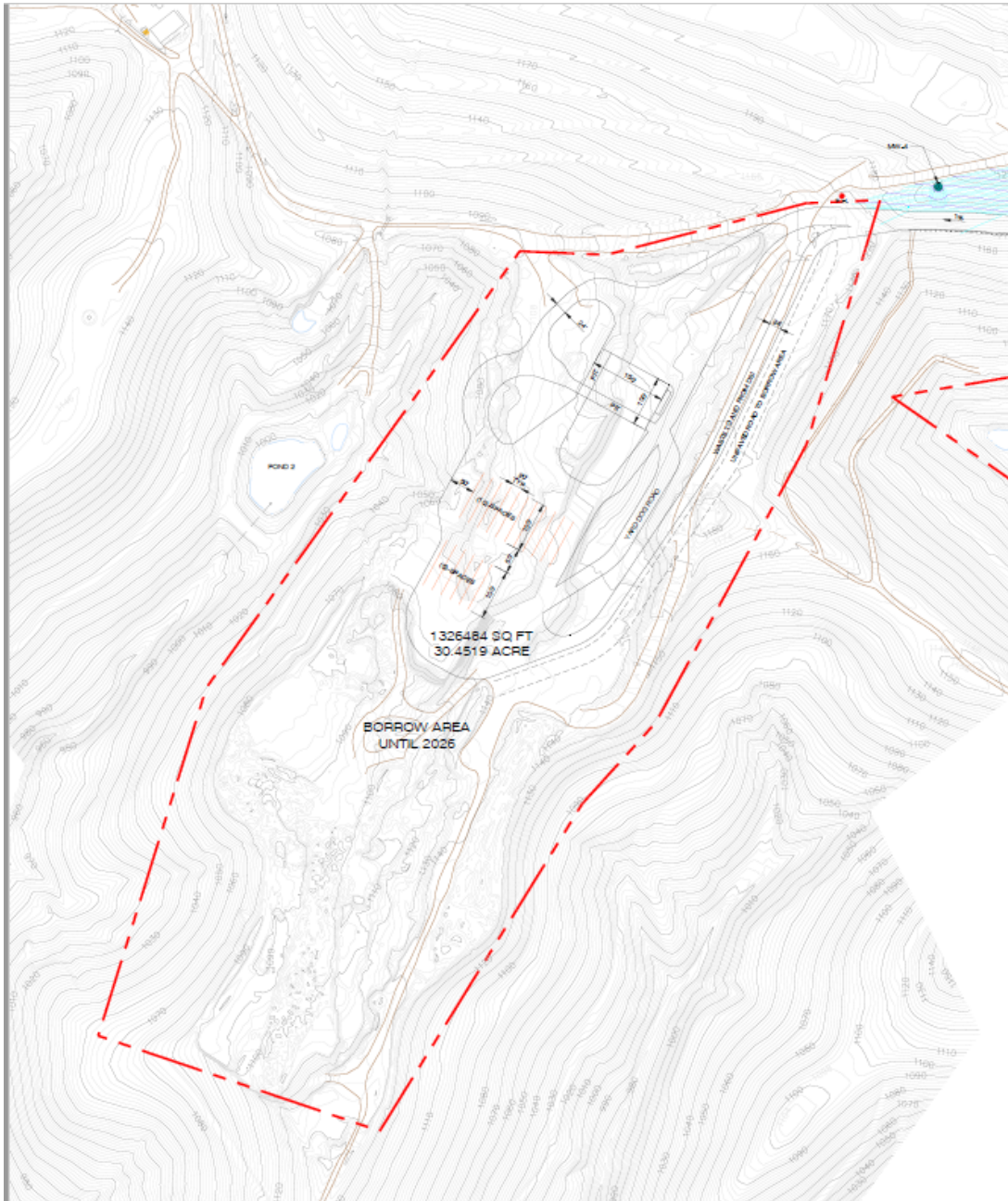
Name: James A. Wilson

Title: Vice President

Exhibit A

Depiction of the Leased Property (Outlined in Red)

[ACCESS AND UTILITY EASEMENTS TO BE ADDED]



Resolution No. 928-24

Introduced in Council:

February 5, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 928-24 – Authorizing the Mayor or City Manager to enter into a contract with Mountwest Community and Technical College in the amount of \$90,000 to provide four semesters of paramedic training courses for 15 members of the Charleston Fire Department.

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

That the Mayor or City Manager is authorized to enter into a contract with Mountwest Community and Technical College in the amount of \$90,000 to provide four semesters of paramedic training courses for 15 members of the Charleston Fire Department.



CITY OF CHARLESTON
Purchase Request

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.

Date: 1/18/2024

To: CITY MANAGER,

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

Paramedic class for 15 CFD staff members.

Summer 2024, Fall 2024, Spring 2025, Summer 2025.

Purchase justification: _____

Required training to have qualified Paramedics on CPD staff.

If approved, the total purchase price will be: **\$90,000**

(Check One)

☐

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

☐

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

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

- | | | |
|----|--|-------------------------------|
| 1. | <u>Mountwest Community and Technical College</u> | Price Quote: \$ <u>90,000</u> |
| 2. | <u></u> | Price Quote: \$ <u></u> |
| 3. | <u></u> | Price Quote: \$ <u></u> |
| 4. | <u></u> | Price Quote: \$ <u></u> |
| 5. | <u></u> | Price Quote: \$ <u></u> |

The apparent low-bid vendor *meeting specifications* is: Mountwest Community and Technical College

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) _____

Request Submitted By: ^{LF.} Lisa Fisher for CFD Department: City Manager's Office

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

Funds Approval:  Date: 1/25/2024
Authorized Financial Officer

Council Approval Required

Account Number: 001-706-00-000-2-221 budgeted

City Manager Approval: _____ Date: _____

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

Purchase Order #: _____

Date: 01/15/24 **Account Number#:** _____

Vendor: Mountwest CTC **Vendor#** _____

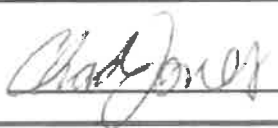
Contact: _____ **Phone#** _____

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

Quantity	Description	Unit Price	Total Price
15	Paramedic Class Tuition	6,000.00	90,000.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
TOTAL			90,000.00

Requested By: Chad Jones

Purpose of Request: Tuition to send 15 personnel to paramedic class

Operations Chief:  **Date:** 1-15-24

☐ Denied ☒ Approved

Administrative Chief:  **Date:** 1-18-24

☐ Denied ☒ Approved

Fire Chief: _____ **Date:** _____

☐ Denied ☐ Approved



January 4, 2024

Memorandum of Understanding

This Memorandum of Understanding is between Mountwest Community and Technical College (MCTC) in Huntington, West Virginia and Charleston Fire Department located in Charleston, West Virginia. Since there is a demonstrated need and desire for a paramedic program in the area, and since MCTC is an accredited institution of Higher Learning in West Virginia to provide paramedic education, MCTC agrees to provide administrative oversight and assistance to Charleston Fire Department. This agreement is for the period starting June 4, 2024 through July 15, 2025 and renewable yearly beyond that date.

Administrative and Clinical Oversight by MCTC will include the following:

1. Final clearance of students for eligibility to sit for the National Registry Paramedic Exam. Note: before eligibility will be granted, the student must have achieved a 75% or greater for each component of the Paramedic Program and score a 70% or better on the Paramedic Exam administered through Fisdap (Internet based skills tracking, scheduling, and testing program).
2. Reporting and paperwork required by the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions and/or the West Virginia Office of EMS.
3. Monitoring of student's academic process in each course.
4. Approve all faculty teaching in the paramedic program and keep files of all related credentials.
5. Maintaining current clinical agreements.
6. Purchasing/ordering of Clinical Uniforms for students.
7. Scheduling of drug screens.
8. Purchasing of the Fisdap accounts for each student. Fisdap scheduler and skills tracker will be purchased initially, student accounts will be upgraded to include the assessment package as student's successfully progress.
9. Scheduling NREMT Psychomotor exams.
10. Hiring and paying for all faculty for EME/PAR courses in the program.
11. Scheduling and providing laboratory instruction of the paramedic curriculum in accordance with the approved curriculum.

Charleston Fire Department responsibilities will include:

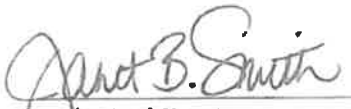
1. Arranging field internship sites for students.
2. Provide textbooks for the students.
3. Pay for the student's NREMT Exams.

Clarification of billing and fees.

Billing for courses for year one will be as follows:

- 1. Semester 1 (Spring 2024) - \$500 per student**
- 2. Semester 2 (Fall 2024) - \$2,000 per student**
- 3. Semester 3 (Spring 2025) - \$2,500 per student**
- 4. Semester 4 (Summer 2025) - \$1,000 per student**

Charleston Fire Department will be invoiced separately for each semester based on the number of students registered on the first day of class each semester. Payment is due 60 days from invoice date. A late payment fee of 10% will be added to payments made after 60 days but before 75 days. If payment is not made before 75 days from invoice date, students will be dropped from registration and no certification/credit will be awarded nor grades provided. Charleston Fire Department will still be responsible for payment after the 75 day drop.


Authorized Signature
Mountwest CTC

Authorized Signature
Charleston Fire Department

Resolution No. 929-24

Introduced in Council:

February 5, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No.929-24 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to the Charleston Area Alliance in the total amount of \$1,250,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes of the Charleston LIFT Center.

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

That the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to the Charleston Area Alliance in the total amount of \$1,250,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes of the Charleston LIFT Center.

Notice of Subaward

Subrecipient Name: Capital Area Development Corporation of West Virginia dba Charleston Area Alliance	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: MS78G5CCDPX6	Federal Award Date: 5/16/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood Finance Director (304) 348-8014
Program Name: Charleston Learning, Innovation, Food & Technology (LIFT) Center	Subaward Period of Performance: 1/16/2024 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$1,250,000	Total Amount of Federal Funds obligated to the Subrecipient: \$1,250,000
Approved Budget Categories: EC 2.23 – Strong Healthy Communities: Demolition and Rehabilitation of Properties	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward 2. Subrecipient Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and Capital Area Development Corporation of West Virginia dba Charleston Area Alliance (Charleston Area Alliance), (hereinafter referred to as "Subrecipient") with administrative offices at 1116 Smith Street Charleston, WV 25301 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated \$36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

- A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:
 - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
 - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
 - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
 - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
 - Fund payments are subject to Subpart F regarding audit requirements.
- D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.

- B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the “Covered Period”).

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on an advance payment basis, up to a maximum of \$1,250,000 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Subrecipient shall quarterly report and provide documentation for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.
- B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:
 - 1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
 - 4. To make necessary investments in water, sewer, or broadband infrastructure;

And

- 1. Are described in the SOW; and
 - 2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.
- C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:
 - 1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
 - 2. Damages covered by insurance;
 - 3. Usage of funds as a deposit into any pension fund;
 - 4. Expenses that have been or will be reimbursed under any federal program;
 - 5. Debt service cost;
 - 6. Contributions to a “rainy day” fund; and
 - 7. Legal settlements
- D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager’s Office, 501 Virginia Street East, Charleston, WV 25301. To be eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally

obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”
- E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been “obligated,” contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.
 - F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.
 - G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.
 - H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.
 - I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

- A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.
- B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
- December 31, 2023, due January 5, 2024
 - March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024
 - December 31, 2024, due January 5, 2025
 - March 31, 2025, due April 5, 2025
 - June 30, 2025, due July 5, 2025
 - September 30, 2025, due October 5, 2025
 - December 31, 2025, due January 5, 2026
 - March 31, 2026, due April 5, 2026
 - June 30, 2026, due July 5, 2026
 - September 30, 2026, due October 5, 2026
 - December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

- B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a “Final Project Report,” in which the Subrecipient shall describe the status of the Subrecipient’s implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.
- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

- A. In the event that the Subrecipient expends \$750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient’s audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.
- B. If the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).
- C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.

- D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

- A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

For all procurements of \$50,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

- B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of

noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

- A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:
 - a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
 - b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
 - c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.
- B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

Funding received from the City will be used to match U.S. Economic Development Administration and other funding received by the Charleston Area Alliance to construct the Learning, Innovation, Food & Technology (LIFT) Center. The LIFT Center will be a 55,000 square foot facility hosting earn-and-Learn workforce training operated by nonprofit Coalfield Development Corporation for climate resilience enterprises; Innovation through a new Marshall University Green Battery Institute for electric batteries; Food through an entrepreneurial regional food production hub; and Technology through headquarters for a business engaged in repurposing electric batteries and another leading solar generation deployments on abandoned coal mines and other WV locations

The subrecipient projects will require a period of two and a half years to fully implement the programs and capital projects identified.

The objectives to be tracked through performance reports include:

- Construction of the LIFT Center (% of construction completed)

Exhibit B – Project Budget

Source	Purpose	Amount
City of Charleston - American Rescue Plan Act	Construction and Demolition (matching for EDA Award)	\$1,250,000
US EDA	Construction, Equipment, and Contingencies	\$13,000,000
State of West Virginia	Other Project Costs	\$2,000,000
Other Grants and Funding	Other Project Costs	\$2,750,000
Total Project Cost		\$19,000,000