



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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

AGENDA
FINANCE COMMITTEE MEETING
Monday, April 15, 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 4-1-2024

II. RESOLUTIONS:

- a. Resolution No. 952-24 - Authorizing approval of Amendment No. 5 of the FY 2023-2024 General Fund Budget.
- b. Resolution No. 953-24 - Authorizing approval of Amendment No. 6 of the FY 2023-2024 General Fund Budget.
- c. Resolution No. 954-24 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act funds to the Charleston Land Reuse Agency in the total amount of \$1,500,000 and to execute the appropriate agreements.
- d. Resolution No. 955-24 - Authorizing the Mayor or City Manager to enter into a contract with Claxton & Sons to purchase various classes of Portland Cement on an as-needed basis.
- e. Resolution No. 956-24 - Authorizing the Mayor or City Manager to enter into a contract with Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone on an as-needed basis.
- f. Resolution No. 957-24 - Authorizing the Mayor or City Manager to enter into a contract with FieldTurf USA, Inc. for the turfing of the North Charleston Community Center multi-use field.

III. BILLS:

- a. Bill No. 8029 - A Bill and Order relating to the laying of levies on real, personal and public utility property within the City of Charleston including excess levies for the fiscal year beginning July 1, 2014.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., APRIL 1, 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., April 1, 2024.

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

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

Absent:

Other Councilmembers present:

Frank Annie
Beth Kerns
John Gianola
Emmett Pepper
Chelsea Steelhammer
Bruce King

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the April 18, 2024 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 944-24 – Authorizing the Mayor or City Manager to purchase three new 2025 International AV607 SBA dump trucks for Street Department from National Auto Fleet Group for the total amount of \$563,772.00 pursuant to a competitively sourced multi-state contract. These were approved in fiscal year 2024 budget and will replace Street Department dump trucks 43, 45 and 47.

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

That the Mayor or City Manager to purchase three new 2025 International AV607 SBA dump trucks for Street Department from National Auto Fleet Group for the total amount of \$563,772.00 pursuant to a competitively sourced multi-state contract.

City Manager, Ben Mishoe, added that the purchase was included in the budget. The delivery time is expected to be early fall.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting in the majority as affirmative, Chairperson Jenkins declared Resolution No. 944-24 approved.

- b. Resolution No. 945-24 – Authorizing the Mayor or City Manager to purchase a new woodchipper for Spring Hill Cemetery from Vermeer of Heartland, for the amount of \$50,793,57 pursuant to a competitively sourced multi-state contract and was approved in the fiscal year 2024 budget.

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

That the Mayor or City Manager to purchase a new woodchipper for Spring Hill Cemetery from Vermeer of Heartland, for the amount of \$50,793,57 pursuant to a competitively sourced multi-state contract.

Mishoe added that the resolution is to replace a faulty woodchipper. The purchase was included in the budget.

Councilmember Taylor mentioned that he served on the Spring Hill Cemetery Board.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 945-24 approved.

- c. Resolution No. 946-24 – Authorizing the Mayor or City Manager to enter into a one-year contract with Bob’s Dump Truck Service, with the option of up to two additional years, in the amount of \$3.48 per square foot for demolition services, where the price was determined as the result of a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a one-year contract with Bob’s Dump Truck Service, with the option of up to two additional years, in the amount of \$3.48 per square foot for demolition services, where the price was determined as the result of a competitive bidding process.

Mishoe added that the lowest bid was chosen for a one-year contract with the option for two more years.

Councilmember Jenkins added that the demolition of abandoned homes is an important City program.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 946-24 approved.

- d. Resolution No. 947-24 – Authorizing the Mayor or City Manager to enter into a one-year contract with Pinnacle Consultants, LLC, with the option of up to two additional years, to perform asbestos inspection and testing services at the pricing set forth in Exhibit A, where the prices were the result of a competitive bid process.

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

That the Mayor or City Manager is authorized to enter into a one-year contract with Pinnacle Consultants, LLC, with the option of up to two additional years, to perform asbestos inspection and testing services at the pricing set forth in Exhibit A, where the prices were the result of a competitive bid process.

Mishoe added that the low bidder was chosen for asbestos testing for a one-year contract with an optional two additional years.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 947-24 approved.

- e. Resolution No. 948-24 – Authorizing the Mayor or City Manager to enter into a one-year contract with Astar Abatement, Inc., with the option of up to two additional years, in the amount of \$2.44 per square foot for asbestos removal where the price was determined as the result of a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a one-year contract with Astar Abatement, Inc., with the option of up to two additional years, in the amount of \$2.44 per square foot for asbestos removal where the price was determined as the result of a competitive bidding process.

Mishoe added that the low bidder was chosen for asbestos removal and abatement for a one-year contract with an optional two additional years.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 948-24 approved.

- f. Resolution No. 949-24 – Authorizing the Mayor or City Manager to enter into a contract with V.M.B Buildings and Grounds, LLC in the amount of \$280,000.00 for mowing and grounds maintenance within a 100-acre area of the Spring Hill Cemetery Park, where the contract requires the vendor to perform bi-weekly mowing from April 15, 2024, to October 31, 2024, and to perform leaf collection from November 1, 2024, to December 15, 2024. The contract 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 is authorized to enter into a contract with V.M.B Buildings and Grounds, LLC in the amount of \$280,000.00 for mowing and grounds maintenance within a 100-acre area of the Spring Hill Cemetery Park, where the contract requires the vendor to perform bi-weekly mowing from April 15, 2024, to October 31, 2024, and to perform leaf collection from November 1, 2024, to December 15, 2024. The contract price was determined through a competitive bidding process.

Mishoe added that the low bidder was chosen for a one-year contract with an option for an additional one year renewal.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 949-24 approved.

- g. Resolution No. 950-24 – Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company, LLC, in the amount of \$990,000 to perform concrete street repair construction services, where the contract price was determined pursuant to a competitive bidding process.

Now Therefore, 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 McClanahan Construction Company, LLC, in the amount of \$990,000 to perform concrete street repair construction services, where the contract price was determined pursuant to a competitive bidding process.

Mishoe added that the resolution is for an annual contract for concrete street repair.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 950-24 approved.

- h. Resolution No. 951-24 – Authorizing the Mayor or City Manager to enter into a contract with WQ Watters for cleaning and painting services of the Haddad Riverfront Park Canopy in the amount of \$84,354.00 where the price was determined pursuant to a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a contract with WQ Watters for cleaning and painting services of the Haddad Riverfront Park Canopy in the amount of \$84,354.00 where the price was determined pursuant to a competitive bidding process.

Mishoe added that a previous inspection and reported recommended some light maintenance that included cleaning and painting the canopy. The work is expected to be completed before the Levy season starts.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 951-24 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

General Fund FY 2023-2024 Budget Amendment No. 5 - April 15, 2024

Revenues and Fund Balances						
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount	
001 299 0	Fund Balance	Unassigned Fund Balance	10,221,435	521,822	10,743,257	
Net Increase/(Decrease) to Revenues				521,822		
Expenditures						
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount	
001 412 00 000 2 223 City Manager's Office		Professional Services	340,000	100,000	440,000	
001 444 04 000 5 566 Transfers to Other Funds		City Service Fee Capital Projects Fund	3,000,000	251,822	3,251,822	
001 567 00 000 3 341 Public Grounds		Materials & Supplies	150,000	50,000	200,000	
001 700 00 000 3 345 Police - Uniformed		Uniforms	133,000	20,000	153,000	
001 900 00 000 3 341 Parks & Recreation		Materials & Supplies	151,500	100,000	251,500	
Net Increase/(Decrease) to Expenditures				521,822		
Description: Unassigned Fund Balance - To recognize the remaining unassigned fund balance; to provide funding for a bicycle feasibility and implementation study; to allocate funds to jumpstart the summer 2024 paving cycle; to purchase beautification materials to prepartate for the USA Cycling event; to provide for the purchase of load bearing vests for Police Officers; and to provide funds for a child nutrition health pilot program.						
Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.						

Resolution No. 952-24

Introduced in Council:

Adopted by Council:

April 15, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 952-24 - Authorizing approval of Amendment No. 5 of the FY 2023-2024 General
- 2 Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 5 of the FY 2023-2024 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

Resolution No. 953-24

Introduced in Council:

Adopted by Council:

April 15, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 953-24 - Authorizing approval of Amendment No. 6 of the FY 2023-2024 General
- 2 Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 6 of the FY 2023-2024 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2023-2024 Budget Amendment No. 6 - April 15, 2024

Revenues and Fund Balances					
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 366 00 0000	Revenue	State Grants	-	99,951	99,951
Net Increase/(Decrease) to Revenues				99,951	
Expenditures					
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 706 00 000 1 103	Fire - Uniformed	Salaries & Wages	11,404,646	90,906	11,495,552
001 706 00 000 1 104	Fire - Uniformed	FICA	165,367	1,318	166,685
001 706 00 001 1 107	Fire - Uniformed	MPFRS	520,000	7,727	527,727
Net Increase/(Decrease) to Expenditures				99,951	
Description: To recognize the amount received from the Emergency Medical Services Salary Enhancement Fund and to provide a one-time salary incentive to all Active Emergency Medical Services Personnel as defined in West Virginia Code of State Rules 64-116-1 et seq. The amount shall be calculated by prorating the total qualified personnel employed on March 28, 2024 by the total allocated for Salaries & Wages.					
Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.					

Resolution No. 954-24

Introduced in Council:

April 15, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 954-24 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to the Charleston Land Reuse Agency in the total amount of \$1,500,000 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 listed in the Statement of Work.

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 Land Reuse Agency in the total amount of \$1,500,000 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 listed in the Statement of Work.

Notice of Subaward

Subrecipient Name: Charleston Land Reuse Agency	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEID Number: FV8YSAHETHN6	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, West Virginia
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood, (304) 348-8014
Program Name: Coronavirus Local Fiscal Recovery Fund	Subaward Period of Performance: March 7, 2022 - December 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: \$1,500,000.00	Total Amount of Federal Funds obligated to the Subrecipient: \$1,500,000.00
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 Street E., Charleston, West Virginia 25301, and Charleston Land Reuse Agency, (hereinafter referred to as "Subrecipient") with administrative offices at 915 Quarrier Street, Suite 1, 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) in 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 ("USDOT") is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a modified Community Development Block Grant (CDBG) 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 Grantee to 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 by the City of Charleston or Department of Treasury.

- 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 a cost reimbursement basis, up to a maximum of \$1,500,000.00 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. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis 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: 501 Virginia Street E., Charleston, WV, 25301. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that 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 incurred on or before December 31, 2024, and a final payment request should be submitted to the City no later than such date to ensure adequate time to process the request. For a cost to have been “incurred,” performance or delivery must occur during the Covered Period, but payment of funds need not be made during that time (though payment shall occur within 90 days of a cost being incurred).
- 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 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 thirty (30) 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 twenty (20) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) 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:
- 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.

- 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 ninety (90) 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

The Charleston Land Reuse Agency (CLRA) is undertaking work under two main missions: Neighborhood Revitalization and Redevelopment and Conservation. American Rescue Plan funds have been focused on the former goal as the impacts of the COVID-19 Pandemic have exacerbated long-term and systemic disfunctions of the housing market in Charleston, West Virginia. Various programs will be implemented to carry out these missions.

The Home-Ownership Property Renovation Loan Fund Program seeks the participation of non-profit organizations in this effort. HOPR offers zero-interest loans to eligible nonprofit organizations to rehabilitate dilapidated and non-code compliant single-family dwellings within the City of Charleston. It is HOPR's goal to incentivize the remediation of substandard structures and increase the supply of high-quality, middle-income houses available for purchase by homebuyers.

The New Construction Incentive Program takes a tiered approach to incentivizing new construction of single-family homes within the City of Charleston reflective of the nature of the need for redevelopment by providing up to \$50,000 to be used towards the construction of a new qualifying single-family dwelling.

The Side Lot Program allows qualified applicants to acquire vacant lots owned by the CLRA and enlarge their existing yard. Getting unused and abandoned property into the hands of existing property owners helps build our neighborhoods and stabilize property values.

The Property Acquisition & Management Program is the core of a land bank by acquiring property to support productive reuse. This program will acquire property through the tax lien process and maintain property in possession of the CLRA.

The subrecipient projects that it will require until December 31, 2026 to fully implement the programs identified.

Objectives to be tracked through performance reports include:

- Number of Home-Ownership Property Renovation Loans provided
- Number of New Construction Incentives provided
- Number of Side Lots transferred to adjoining property owners
- Number of properties acquired through tax lien process

Exhibit B – Project Budget

Purpose	Amount
Home-Ownership Property Renovation Loan Fund	\$200,000.00
New Construction Incentive Program	\$1,055,000.00
Side Lot Program	\$8,000.00
Property Acquisition & Management Program	\$170,000.00
Staffing & Administrative Costs	\$67,000.00
Total	\$1,500,000.00

Resolution No. 955-24

Introduced in Council:

April 15, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 955-24 - Authorizing the Mayor or City Manager to enter into a contract with
2 Claxton & Sons to purchase various classes of Portland Cement on an as-needed basis at
3 the prices listed in Exhibit A, attached hereto, pursuant to 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 a contract with Claxton & Sons to
8 purchase various classes of Portland Cement on an as-needed basis at the prices listed in
9 Exhibit A, attached hereto, pursuant to a competitive bidding process.

		Claxton Smith & Sons Concrete Company, Inc.		Heidelberg Materials	
Item	Quantity	Price	Extension	Price	Extension
BID AND PROPOSAL FORM (2 OF 3)					
FULL LOAD Class A 3500# Concrete - PER CY YARD	1.00	\$177.90	\$177.90	\$200.00	\$200.00
FULL LOAD Class A 3000# Concrete - PER CY YARD	1.00	\$175.90	\$175.90	\$193.00	\$193.00
FULL LOAD Class A 2500# Concrete - PER CY YARD	1.00	\$173.90	\$173.90	\$186.00	\$186.00
FULL LOAD Class A 2000# Concrete - PER CY YARD	1.00	\$171.90	\$171.90	\$178.00	\$178.00
Controllable Low Strength Material - PER CY YARD	1.00	\$153.90	\$153.90	\$150.00	\$150.00
Partial Load Charge (if applicable) - (if applicable)	1.00	\$190.00	\$190.00	\$250< 6 CYD	\$250.00
Unloading Charge past 30 minutes - -	1.00	\$0.00	\$0.00	\$125 per hour*	\$125.00
Cost of Adding Fiber to Concrete - -	1.00	\$11.00	\$11.00	\$8.50 perCYD	\$8.50
Fuel Surcharge - -	1.00	\$15.00	\$15.00	\$45.00 per load	\$45.00
9 Items	Totals		\$1,069.50		\$1,335.50

Resolution No. 956-24

Introduced in Council:

April 15, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 956-24 – Authorizing the Mayor or City Manager to enter into a contract with Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone on an as-needed basis at the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a contract with Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone on an as-needed basis at the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process.

		Green Dream International		West Virginia Paving, Inc.		Martin Marietta	
Item	Quantity	Price	Extension	Price	Extension	Price	Extension
River Gravel # 57 - PER TON	1.00	\$0.00	\$0.00	\$39.05	\$39.05	\$34.45	\$34.45
Masonry Sand - PER TON	1.00	\$30.72	\$30.72	\$36.25	\$36.25	\$32.05	\$32.05
Dry Bed - PER TON	1.00	\$0.00	\$0.00	\$32.95	\$32.95	\$24.55	\$24.55
Limestone #2 - PER TON	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Limestone #3 - PER TON	1.00	\$39.16	\$39.16	\$36.05	\$36.05	\$34.30	\$34.30
Limestone #57 - PER TON	1.00	\$42.18	\$42.18	\$36.05	\$36.05	\$34.30	\$34.30
Limestone #67 - PER TON	1.00	\$42.18	\$42.18	\$37.00	\$37.00	\$35.50	\$35.50
Limestone 1 1/2" Crusher Run - PER TON	1.00	\$32.78	\$32.78	\$34.15	\$34.15	\$28.65	\$28.65
Limestone #467 - PER TON	1.00	\$40.30	\$40.30	\$36.05	\$36.05	\$34.30	\$34.30
Limestone 4" x 6" - PER TON	1.00	\$48.91	\$48.91	\$42.55	\$42.55	\$43.00	\$43.00
10 Items	Totals		\$276.23		\$330.10		\$301.10

Resolution No. 957-24

Introduced in Council:

April 15, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

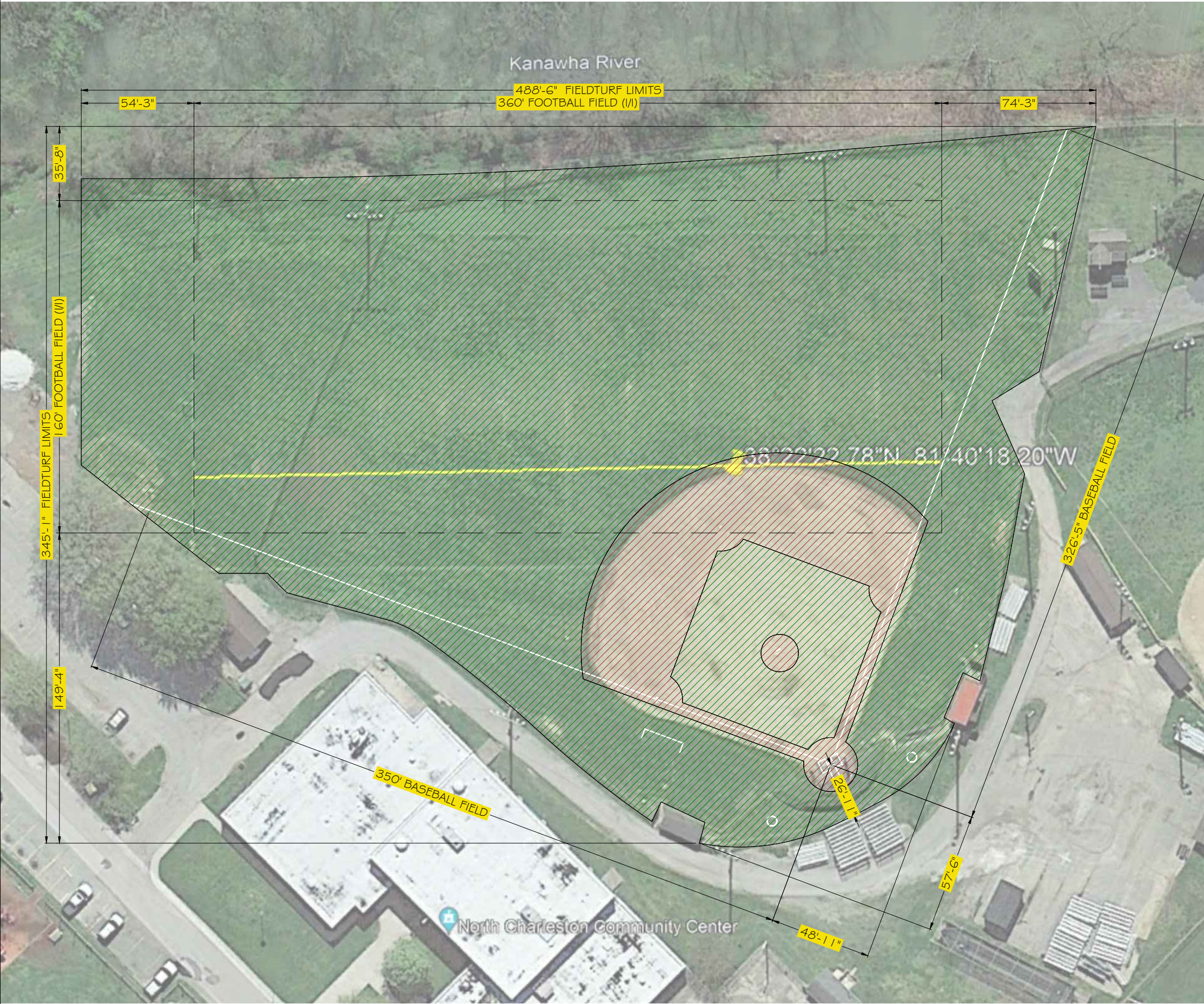
Referred to:

Finance

Resolution No. 957-24 – Authorizing the Mayor or City Manager to enter into a contract with FieldTurf USA, Inc. for the turfing of the North Charleston Community Center multi-use field to include turf a playing field for baseball, football, and soccer, in an amount not to exceed \$1,200,000, where \$250,000 is provided by a federal grant and the remaining \$950,000 was approved in the City’s fiscal year 2024 Budget, and where the price was determined by a competitively bid multi-state Sourcewell contract.

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 FieldTurf USA, Inc. for the turfing of the North Charleston Community Center multi-use field in an amount not to exceed \$1,200,000.



XTHD-50



NORTH CHARLESTON
COMMUNITY CENTER FIELD
CHARLESTON, WV

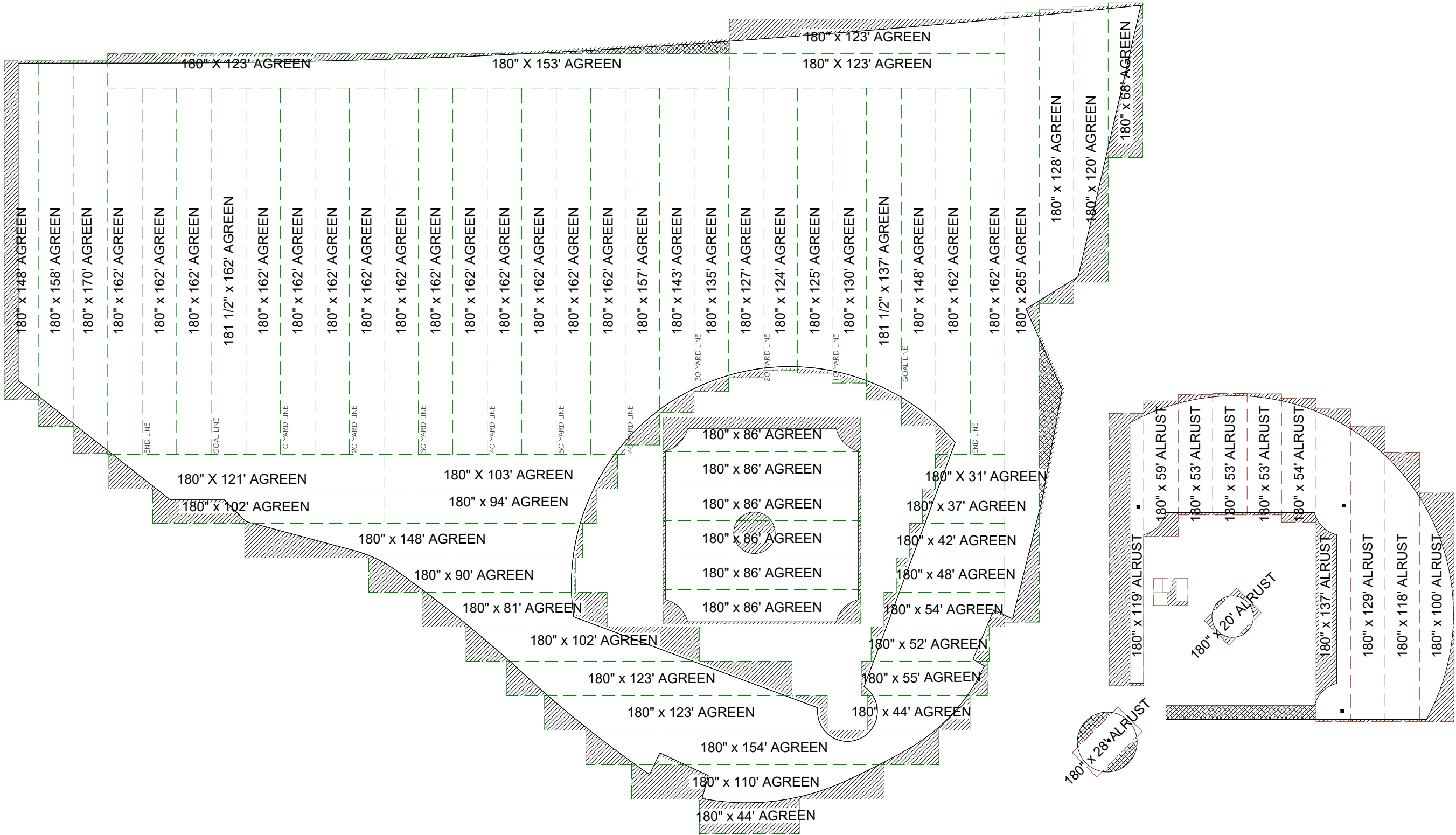
DRAWN BY:	A. T.
CHECKED BY:	J. B.
SCALE:	1"=50'
TOTAL FIELD AREA:	116,872 sq. ft.
PERIMETER:	1475 ft.

Scale is only accurate when this drawing is printed on 11" X 17" paper.

Scale is only accurate when this drawing is printed on 11" X 17" paper.

CONCEPTUAL DRAWINGS ONLY: DRAWINGS ARE INTENDED ONLY TO BE A GRAPHIC RENDERING FOR PURPOSES OF PRELIMINARY PRESENTATION;
ALL DISTANCES AND MEASUREMENTS ARE APPROXIMATE IN NATURE AND SUBJECT TO FIELD VERIFICATION.

FIELD LAYOUT NOTES:
ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.



OUTFIELD (XTHD-50):

FIELD GREEN FIELD AREA: 105,571 sq. ft.
FIELD GREEN TURF MANUF'D: 117,532 sq. ft.
FIELD GREEN EXTRA TURF: 11.3 %

INFIELD (XTHD-50):

RUST FIELD AREA: 11,301 sq. ft.
RUST TURF MANUF'D: 14,057 sq. ft.
RUST EXTRA TURF: 24.4 %

CUT-OFFS FROM ROLLS
PLACEMENT OF CUT-OFFS

NORTH CHARLESTON
COMMUNITY CENTER FIELD
CHARLESTON, WV

FieldTurf

A Tarkett Sports Company

DATE: MARCH 21, 2024

ISSUE:

WASTAGE

DRAWN BY: A. T.

CHECKED BY: J. B.

SCALE: 1"=45'

TOTAL FIELD AREA: 116,872 sq. ft.

TOTAL TURF MANUF'D: 131,589 sq. ft.

TOTAL EXTRA TURF: 12.6 %

Scale is only accurate when this drawing is printed on 11" X 17" paper.

All Rights Reserved. Confidential Information: No portion of these drawings may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.

COOP PRICING PROPOSAL



NORTH CHARLESTON COMMUNITY CENTER

April 5, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcewell contract (formerly NJPA). Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 031622-FTU.



Click on the following Sourcewell hyperlink for contract due diligence documentation:

[Sourcewell](#)

COOP PRICING PROPOSAL



Field Name / Community Center Field	LUMP SUM
Fieldturf XTTHD-57 on approx. 116,872 SF Price includes: a) 1 mobilization b) Survey site as required c) Supply and install E&S as required by city d) Cut site to subgrade e) Grade excess material onsite as required f) Fine grade subgrade as required g) Compact subgrade as required h) Form & pour 12" x 8" concrete curb i) Supply & install wood nailer on curb j) Supply & install 8inch perforated pipe along field k) Supply & install 8inch SDR 35 solid pipe to day light to creek w/ riprap outfall l) Supply & install flat drain across field every 50 feet on center m) Supply & install geotextile fabric under stone n) Supply & install 5inches of #57 stone o) Laser grade & drag stone p) Demolition of block building q) Removal of 3 large trees and stumps r) Removal of fence along creek side s) Removal of press box t) Removal of light poles u) Seed & mulch all disturbed areas v) Installation of the artificial in-filled grass surface upon a suitable base. w) (1) set of football markings x) (1) set of soccer markings y) 2% B&O Tax z) An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface	\$1,147,203.86
Performance & Payment Bonds	\$ 17,466.18
Total	\$1,164,670.04

COOP PRICING PROPOSAL



Alternate 1	LUMP SUM
Bleacher Pad & Bleachers	\$95,426.10
Performance & Payment Bonds	\$1,431.39
Total	\$96,857.49

Alternate 2	LUMP SUM
Scoreboard	\$17,040.68
Performance & Payment Bonds	\$255.61
Total	\$17,296.29

Alternate 3	LUMP SUM
Fencing	\$85,201.88
Performance & Payment Bonds	\$1,278.02
Total	\$86,479.90

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf XT-57 2.25" system, with the following product characteristics:

- ▶ **Pile Height:** 2.25 Inches
- ▶ **Infill Weight:** 3lbs sand & 3lbs ambient rubber per sq.ft.
- ▶ **Pile Weight:** 33 oz/yd²
- ▶ **Total System Weight:** 920 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

COOP PRICING PROPOSAL



PRICE DOES NOT INCLUDE:

- a) Any costs associated with necessary changes relating to the delineation of the field.
- b) Unless otherwise specified, the price does not include any G-max testing.
- c) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- d) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- e) The design and implementation of a storm water pollution prevention plan.
- f) Site security.
- g) Silt fencing and any other fencing.
- h) Boring for utilities.
- i) Any electrical work.
- j) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- k) Asphalt paving.
- l) Track surfacing, unless otherwise specified.
- m) Installation of manholes, junction boxes, gabions, concrete rip rap, storm drainage not related to the field construction, grate inlets and reinforced concrete pipe.
- n) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- o) Design services and construction documentation, including, but not limited to, conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as built drawings.
- p) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- q) Site restoration, sodding, landscaping or grow-in.
- r) Permit fees, Inspection fees.
- s) All applicable taxes, union labor and other labor law levies.
- t) Anything not explicitly noted in the inclusions.

COOP PRICING PROPOSAL



The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding

Please feel free to reach out to any member of our project team with questions about our offer:

Michael Glorioso

Project Manager

(443) 569-2372

Michael.Glorioso@FieldTurf.com

Connor Schlegel

Regional Sales Manager

(610) 301-2462

Connor.Schlegel@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:

Marie-Christine Raymond,
Vice President of Customer Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING





PENNSYLVANIA & WEST VIRGINIA PROJECT BOOK

CHANGE THE GAME



COLLEGIATE - PA



UNIVERSITY OF PITTSBURGH
PITTSBURGH, PA



GANNON UNIVERSITY
ERIE, PA



SETON HILL UNIVERSITY
GREENSBURG, PA



ROBERT MORRIS UNIVERSITY
MOON, PA



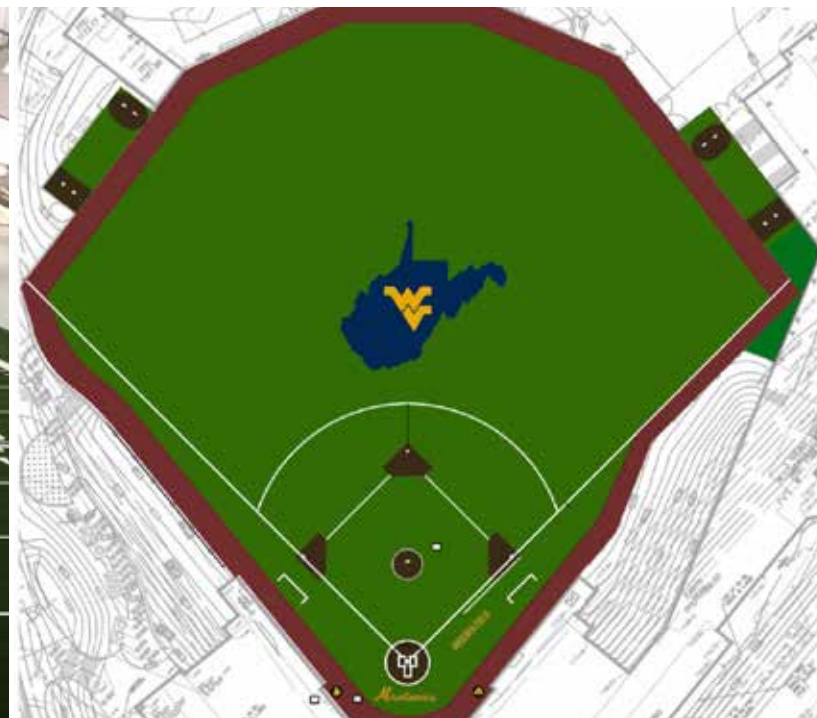
MERCYHURST COLLEGE
ERIE, PA



CALIFORNIA UNIVERSITY OF PENNSYLVANIA
CALIFORNIA, PA



COLLEGIATE - WV



WEST VIRGINIA UNIVERSITY
MORGANTOWN, WV



SHEPHERD UNIVERSITY
SHEPHERDSTOWN, WV



HIGH SCHOOL - PA



MT. LEBANON HIGH SCHOOL
PITTSBURGH, PA



WOODLAND HILLS HIGH SCHOOL
PITTSBURGH, PA



TRINITY HIGH SCHOOL
WASHINGTON, PA



UPPER ST. CLAIR HIGH SCHOOL
PITTSBURGH, PA



MCGUFFEY HIGH SCHOOL
CLAYSVILLE, PA



SENECA VALLEY HIGH SCHOOL
HARMONY, PA





HIGH SCHOOL - PA



CENTRAL CAMBRIA HIGH SCHOOL
EBENSBURG, PA



LAUREL HIGHLANDS HIGH SCHOOL
OLIVER,, PA



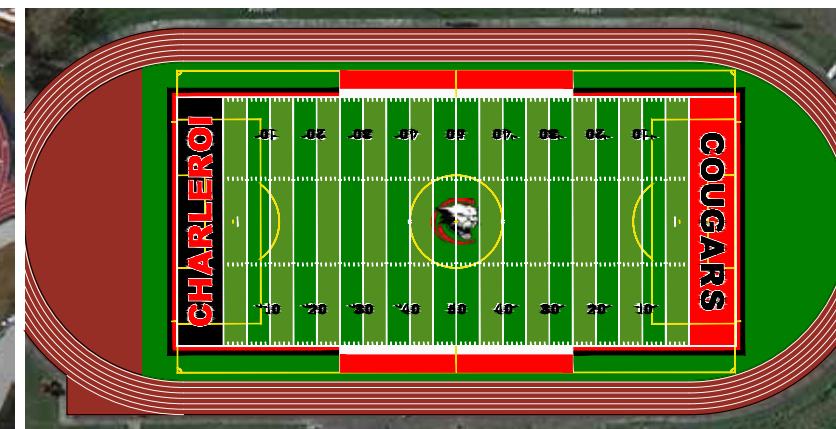
BEAVER AREA HIGH SCHOOL
BEAVER, PA



SOUTH ALLEGHENY HIGH SCHOOL
MCKEESPORT, PA



WESTMONT HILLTOP HIGH SCHOOL
JOHNSTOWN,, PA



CHARLEROI HIGH SCHOOL
CHARLEROI, PA

HIGH SCHOOL - WV



RITCHIE COUNTY HIGH SCHOOL
ELLENBORO, WV



BROOKE HIGH SCHOOL
WELLSBURG, WV



GREENBRIER EAST HIGH SCHOOL
LEWISBURG, WV



LINCOLN COUNTY HIGH SCHOOL
HAMLIN, WV

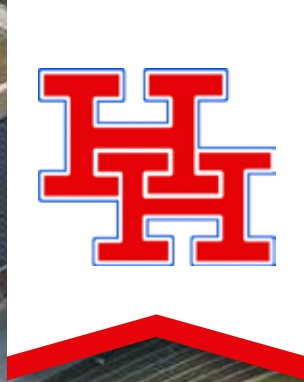


NICHOLAS COUNTY HIGH SCHOOL
SUMMERSVILLE, WV



ST. MARYS HIGH SCHOOL, WV
ST. MARYS, WV





HIGH SCHOOL - WV



MARTINSBURG HIGH SCHOOL
MARTINSBURG, WV



SHAWNEE SPORTS COMPLEX
DUNBAR, WV



RIVERSIDE HIGH SCHOOL
BELLE, WV



BRIDGEPORT HIGH SCHOOL
BRIDGEPORT, WV



SOUTH CHARLESTON HIGH SCHOOL
SOUTH CHARLESTON, WV



DODDRIDGE HIGH SCHOOL
WEST UNION, WV

TRUSTED CHOICE FOR WEST VIRGINIA
COUNTY SCHOOL SYSTEMS

OFFICIAL FIELD OF THE WPIAL



 HANCOCK COUNTY SCHOOLS	 MARSHALL COUNTY SCHOOLS	 DODDRIDGE COUNTY SCHOOLS
 MONOGALIA COUNTY SCHOOLS	 WOOD COUNTY SCHOOLS	 RITCHIE COUNTY SCHOOLS
 TYLER COUNTY SCHOOLS	 PLEASANTS COUNTY SCHOOLS	 KANAWHA COUNTY SCHOOLS
 ROANE COUNTY SCHOOLS	 UPSHUR COUNTY SCHOOLS	 CABELL COUNTY SCHOOLS
 MERCER COUNTY SCHOOLS	 BERKELEY COUNTY SCHOOLS	 MINGO COUNTY SCHOOLS
 BOONE COUNTY SCHOOLS	 LOGAN COUNTY SCHOOLS	 NICHOLAS COUNTY SCHOOLS
	 BARBOUR COUNTY SCHOOLS	

6A	5A
CENTRAL CATHOLIC MT. LEBANON SENECA VALLEY	BETHEL PARK UPPER ST. CLAIR SHALER WOODLAND HILLS
4A	3A
ALIQUIPPA BLACKHAWK CENTRAL VALLEY MONTOUR HIGHLANDS MCKEESPORT TRINITY	BEAVER WEST MIFFLIN EAST ALLEGHENY ELIZABETH FORWARD SOUTH ALLEGHENY
2A	1A
FREEDOM AREA NESHANNOCK MCGUFFEY STO-ROX WAYNESBURG CENTRAL	LEECHBURG SHENANGO

TRUSTED AT EVERY LEVEL

NFL



MLS



NCAA



THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



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Bill No. 8029

Introduced in Council:

April 1, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance Committee

Bill No. 8029: A Bill and Order relating to the laying of levies on real, personal and public utility property within the City of Charleston, West Virginia, including excess levies previously provided for in the Official Municipal Budget Document for the fiscal year beginning the first day of July, two thousand twenty-four.

WHEREAS, each Municipality is required to hold a Statutory meeting of the Council on the third Tuesday in April each year to make and enter a levy order and rate sheet; and

WHEREAS, written approval of the West Virginia State Tax Commissioner has been received and notice of the Levy Estimate has been duly published as required by law; and

WHEREAS, the levy rate attached hereto is included in the City of Charleston Municipal Budget for July 1, 2024 through June 30, 2025, before City Council for approval at a special meeting of Council held on April 16, 2024, now, therefore

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

That the City of Charleston, West Virginia does hereby make and enter the levy order and rate sheet attached hereto, incorporated herein, and made a part hereof.

MUNICIPALITY OF CHARLESTON, WEST VIRGINIA

LEVY ORDER AND RATE SHEET

2024 - 2025

**The following is a true copy from the record of orders entered by this entity
on the 16 day of April, 2024.**

SIGNATURE: _____

Municipal Clerk or Recorder

		Column E	
		Certificate of Valuation	Levy
Current Year	Assessed Value for Tax Purposes	Rate/\$100	Taxes Levied
Class I			
Personal Property	\$ 0	12.430	\$ 0
Public Utility	0		0
Total Class I	\$ 0		\$ 0
Class II			
Real Estate	\$ 1,464,232,130	24.860	\$ 3,640,081
Personal Property	298,260		741
Total Class II	\$ 1,464,530,390		\$ 3,640,822
Class IV			
Real Estate	\$ 1,088,214,700	49.720	\$ 5,410,603
Personal Property	569,944,252		2,833,763
Public Utility	327,655,234		1,629,102
Total Class IV	\$ 1,985,814,186		\$ 9,873,468
Total Value & Projected Revenue	\$ 3,450,344,576		\$ 13,514,290
Less Delinquencies, Exonerations & Uncollectable Taxes		6.00%	810,857
Less Tax Discounts		1.50%	190,551
Less Allowance for Tax Increment Financing - see worksheet (Subtracted from regular current expense taxes levied only)			0
Total Projected Property Tax Collection			12,512,882
Less Assessor Valuation Fund (Subtracted from regular current expense taxes levied only)		2.00%	250,258
Net Amount to be Raised by Levy of Property Taxes For Budget Purposes			\$ 12,262,624

MUNICIPALITY OF CHARLESTON, WEST VIRGINIA
LEVY ORDER AND RATE SHEET SUPPLEMENT
GENERAL EXCESS LEVY
2024 - 2025

**The following is a true copy from the record of orders entered by this entity
on the 16 day of April, 2024.**

SIGNATURE _____

Municipal Clerk or Recorder

	Column E		
	Certificate of Valuation	Levy	Taxes
	<u>Assessed Value for Tax Purposes</u>	<u>Rate/\$100</u>	<u>Levied</u>
Current Year			
Class I			
Personal Property	\$ _____ 0	5.030	\$ _____ 0
Public Utility	_____ 0		_____ 0
Total Class I	\$ _____ 0		\$ _____ 0
Class II			
Real Estate	\$ _____ 1,464,232,130	10.060	\$ _____ 1,473,018
Personal Property	_____ 298,260		_____ 300
Total Class II	\$ _____ 1,464,530,390		\$ _____ 1,473,318
Class IV			
Real Estate	\$ _____ 1,088,214,700	20.120	\$ _____ 2,189,488
Personal Property	_____ 569,944,252		_____ 1,146,728
Public Utility	_____ 327,655,234		_____ 659,242
Total Class IV	\$ _____ 1,985,814,186		\$ _____ 3,995,458
Total Value & Projected Rev.	\$ _____ 3,450,344,576		\$ _____ 5,468,776
Less Delinquencies, Exonerations & Uncollectable Taxes		6.00% . . .	_____ 328,127
Less Tax Discounts		1.50% . . .	_____ 77,110
Net Amount to be Raised by Levy For Budget Purposes:			\$ _____ 5,063,539