

CHARLESTON CITY COUNCIL

Regular Meeting

May 20, 2024

at 7:00 PM



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

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

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

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 5-20-2024

PROCLAMATIONS

1. 5-20-2024

COMMUNICATIONS

1. 5-20-2024

PUBLIC HEARINGS

1. Resolution No. 968-24 - Authorizing the City Manager to enter into a Lease Amendment with Shaner Charleston LLC extending the ground lease adjacent to 100 Civic Center Drive.

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 965-24 - Adopting the proposed Fiscal Year 2024-2025 Parking System

budget.

2. Resolution No. 966-24 - Approving the proposed Fiscal Year 2024-2025 Coliseum & Convention Center and Municipal Auditorium budget.
3. Resolution No. 967-24 - Authorizing approval of Amendment No. 8 of the FY 2023-2024 General Fund Budget.
4. Resolution No. 968-24 - Authorizing the City Manager to enter into a Lease Amendment with Shaner Charleston LLC extending the ground lease adjacent to 100 Civic Center Drive.
5. Resolution No. 969-24 - Authorizing the Mayor or City Manager to purchase real property on the 1300 Block of Lee Street East adjacent to Charleston Fire Department Station 1.
6. Resolution No. 970-24 - Authorizing the Mayor or City Manager to enter into a contract with KZF Design, Inc. for the provision of architectural design, engineering, and construction management services for a new Charleston Fire Department administrative, training, and wellness headquarters.
7. Resolution No. 971-24 - Authorizing the Mayor or City Manager to enter into a contract with The Thrasher Group, Inc. for phase one of the renovation project of the Charleston Fire Department's eight fire stations.
8. Resolution No. 972-24 - Authorizing the Mayor or City Manager to purchase a total of 20 Ford Interceptors from Stephens Auto Group for the Charleston Police Department and the Charleston Fire Department.

REPORTS OF OFFICERS

1. 5-20-2024

NEW BILLS

1. 5-20-2024

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE JUNE 3, 2024 AT 7:00 PM.

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

Resolution No. 968-24

Introduced in Council:

Adopted by Council:

May 20, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 968-24 - Authorizing the City Manager to enter into a Lease Amendment with
2 Shaner Charleston LLC extending the ground lease of approximately 34,989.21 square feet
3 adjacent to 100 Civic Center Drive in a form substantially similar to Exhibit A to this resolution.
4

5 Be it Resolved by the Council of the City of Charleston, West Virginia:
6

7 The City Manager is authorized to enter into a Lease Amendment with Shaner Charleston LLC
8 extending the ground lease of approximately 34,989.21 square feet adjacent to 100 Civic Center
9 Drive in a form substantially similar to Exhibit A to this resolution.

LEASE AMENDMENT

THIS LEASE AMENDMENT (“Amendment”) is made at the City of Charleston, Kanawha County, West Virginia, as of the ____ day of _____ 2024, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, hereinafter referred to as “LESSOR”, and SHANER CHARLESTON LLC, a Delaware limited liability company, hereinafter referred to as “LESSEE”.

RECITALS

By Lease dated December 18, 1973, of record in Kanawha County, West Virginia, Lease Book 190, at page 627, as amended by Amended Lease dated December 3, 1974, of record in Lease Book 245, at page 936 (the two agreements are collectively the “Lease”), the City of Charleston, West Virginia, leased to Doridon Corporation a parcel of land comprising 34,989.21 square feet located in the City of Charleston, West Virginia.

By Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, Doridon Corporation assigned to Columbia Sussex Corporation all of its rights, title, obligations, and interest as tenant under the Lease.

By Assignment dated December 15, 1999, of record in Kanawha County West Virginia, Assignment Book 172, at page 282, Columbia Sussex Corporation assigned to Lance Shaner Hotel Limited Partnership all of its rights, title, obligations, and interest as tenant under the Lease.

By Lease Amendment and Consent to Assignment dated December 15, 1999, of record in Kanawha County, West Virginia, Lease Book 245, at page 961, LESSOR and Lance Shaner Hotel Limited Partnership amended certain terms of the Lease, and the LESSOR consented to the assignment of the Lease.

By Assignment and Assumption of Ground Lease dated as of August 15, 2001, of record in Kanawha County, West Virginia, Assignment Book 183, at page 295, Lance Shaner Hotel Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended, to Shaner Hotel Group Properties Three Limited Partnership.

By Assignment and Assumption of Ground Lease dated as of August 15, 2005, of record in Kanawha County, West Virginia, Assignment Book 207, at page 765, Shaner Hotel Group Properties Three Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended, to Shaner SPE Associates Limited Partnership.

By Lease Amendment dated October 21, 2014, of record in Kanawha County, West Virginia, Lease Book 262, at page 148, LESSOR and Shaner SPE Associates Limited Partnership amended certain terms of the Lease, including providing for additional five-year terms of the Lease and escalating lease payments based on the consumer price index, all of which are incorporated into the Lease.

By Assignment and Assumption of Lease dated October 28, 2014, of record in Kanawha County, West Virginia, Assignment Book 246, at page 77, Shaner SPE Associates Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended, to LESSEE.

By this Lease Amendment, the LESSOR and LESSEE desire to provide for additional five-year renewal terms of the Lease.

W I T N E S S E T H:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The provisions of the Lease regarding the term of the Lease are hereby amended and restated in their entirety to provide as follows:

The term of the Lease shall continue until midnight on December 31, 2024, and, provided there is no notice of default and that the tenant has fully performed all of its covenants, then such terms shall be automatically renewed thereafter for ten additional five-year terms, to commence immediately following the expiration of the then current term, unless LESSEE gives written notice to LESSOR not less than 180 days prior to the expiration of the then current term that LESSEE will not renew the Lease.

2. Except as expressly provided in this Amendment, the Lease shall, in all other respects, remain in full force and effect in accordance with its terms.

[Signature pages follow]

THE CITY OF CHARLESTON, WEST
VIRGINIA, a municipal corporation

By _____
Its Mayor

ATTEST:

Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____,
2024, by Amy Shuler Goodwin, the Mayor of the CITY OF CHARLESTON, WEST
VIRGINIA, a municipal corporation, on behalf of said municipal corporation.

My commission expires _____.

NOTARY PUBLIC

SHANER CHARLESTON LLC

By _____
Lance T. Shaner, President

ATTEST:

Title _____

COMMONWEALTH OF PENNSYLVANIA;

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by LANCE T. SHANER, the President of SHANER CHARLESTON LLC, a Delaware limited liability company.

My commission expires _____.

NOTARY PUBLIC

Resolution No. 965-24

Introduced in Council:

Adopted by Council:

May 20, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 965-24 - Adopting the proposed Fiscal Year 2024-2025 Parking System budget as
2 indicated within the attached document.

3

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

5

6 That the proposed Fiscal Year 2024-2025 Parking System budget as indicated within the
7 attached document is approved.

City of Charleston
MUNICIPAL BUDGET
July 1, 2024 - June 30, 2025

Section 9

Parking System Revenue Fund

**City of Charleston
Municipal Budget
FY 2025
Parking System Revenue Summary**

Rev. Code	Description	Actual FY 2023	Original FY 2024	FY 2024 YTD Amendments	Current FY 2024	FY 2024 YTD March	Estimated FY 2025
Parking Building Revenues							
Building #1 - City Service Center							
343-01-0809	Meter - SMART - Credit Card	1,635	1,900		1,900	1,318	1,700
343-01-0810	Meter - SMART - Park Mobile	998	1,000		1,000	1,100	1,200
343-01-0811	Meter - SMART - Coin	1,946	1,800		1,800	1,150	1,700
343-01-0812	Meter - Mechanical - Park Mo	1,702	1,800		1,800	2,274	2,400
343-01-0813	Meter - Mechanical - Coin	1,309	1,400		1,400	1,156	1,400
343-01-0802	Monthly	275,811	276,900		276,900	198,335	270,100
343-01-0805	Commercial	148,747	147,400		147,400	111,512	148,700
	Total Building #1	432,147	432,200	-	432,200	316,845	427,200
Building #2 - Washington							
343-02-0801	Daily	13,655	12,700		12,700	11,969	14,800
343-02-0802	Monthly	58,085	61,400		61,400	49,595	62,100
343-02-0803	Theatre Parking	15,010	15,000		15,000	10,000	-
343-02-0805	Commercial	76,367	76,000		76,000	57,636	-
343-02-0807	Theatre Override	5,004	5,004		5,004	5,004	-
343-02-0808	Special Rates	(130)	(100)		(100)		-
	Total Building #2	167,991	170,004	-	170,004	134,203	76,900
Building #5 - Shanklin							
343-05-0809	Meter - SMART - Credit Card	6,085	5,500		5,500	3,388	5,300
343-05-0810	Meter - SMART - Park Mobile	4,567	4,100		4,100	4,847	5,500
343-05-0811	Meter - SMART - Coin	17,907	15,900		15,900	10,679	16,100
343-05-0812	Meter - Mechanical - Park Mo	2,263	2,400		2,400	1,079	1,800
343-05-0813	Meter - Mechanical - Coin	4,619	4,200		4,200	3,658	4,800
343-05-0802	Monthly	132,535	159,100		159,100	69,990	112,900
343-05-0808	Special Rates	77,487	78,500		78,500	59,372	78,300
	Total Building #5	245,463	269,700	-	269,700	153,013	224,700
Building #6 - Summers							
343-06-0809	Meter - SMART - Credit Card	22,963	21,100		21,100	13,222	20,300
343-06-0810	Meter - SMART - Park Mobile	25,140	27,700		27,700	22,270	27,400
343-06-0811	Meter - SMART - Coin	17,576	15,200		15,200	12,528	17,100
343-06-0812	Meter - Mechanical - Park Mo	10,377	9,900		9,900	8,177	10,600
343-06-0813	Meter - Mechanical - Coin	13,213	14,100		14,100	9,902	13,200
343-06-0802	Monthly	393,853	403,500		403,500	302,745	398,800
343-06-0808	Special Rates	524	700		700	1,148	1,000
	Total Building #6	483,647	492,200	-	492,200	369,991	488,400
	Total Building Revenue	1,329,247	1,364,104	-	1,364,104	974,052	1,217,200

**City of Charleston
Municipal Budget
FY 2025
Parking System Revenue Summary**

Rev. Code	Description	Actual FY 2023	Original FY 2024	FY 2024 YTD Amendments	Current FY 2024	FY 2024 YTD March	Estimated FY 2025
Other Parking Revenue							
327-01-0000	Residential Permit Parking	4,645	5,600		5,600	5,225	5,700
342-00-0000	Meter - SMART - Credit Card	118,034	121,100		121,100	95,217	126,800
342-01-0000	Meter - SMART - Park Mobile	99,969	84,200		84,200	83,536	97,200
342-02-0000	Meter - SMART - Coin	205,398	187,300		187,300	162,925	200,200
342-03-0000	Meter - Mechanical - Park Mo	57,147	51,300		51,300	48,602	61,100
342-04-0000	Meter - Mechanical - Coin	140,249	145,900		145,900	91,108	136,100
345-00-0002	Auditorium Lot (Monthly)	7,375	6,700		6,700	5,385	6,800
343-15-0000	Morris Square/Morris Street	16,250	12,600		12,600	12,660	14,600
343-20-0000	Union Building Parking Lot	9,255	6,720		6,720	5,385	6,720
343-21-0000	Special Events	45,946	25,800		25,800	35,059	39,900
345-00-0000	Rents/Concessions/Leases	220,542	164,072		164,072	138,251	141,250
320-00-0000	Police Fines/Court Costs	1,768	2,600		2,600	1,425	3,000
320-02-0000	Loading Zone Fees	-	-		-	-	25,000
320-03-0000	Boot Fees	450	300		300	905	700
321-21-0000	Overtime Meter Violations	150,022	117,900		117,900	247,649	195,800
321-22-0000	All Other Parking Violations	138,840	194,500		194,500	12,545	160,700
321-24-0000	Bagged Meter Fees	12,390	13,800		13,800	16,185	15,400
321-25-0000	Business Valet	700	700		700	600	100
386-00-0000	Insurance Claims	1,623	2,000		2,000	750	2,000
399-00-0000	Miscellaneous Revenue	2,230	2,400		2,400	1,775	2,400
Total Other Revenue		1,232,832	1,145,492	-	1,145,492	965,189	1,241,470
Total Operating Revenue		2,562,080	2,509,596	-	2,509,596	1,939,241	2,458,670
Non-Operating Revenue							
380-00-0000	Interest on Investments	215,014	200,000		200,000	236,722	220,000
399-05-0000	Cash Over/Short	-	-		-	-	-
379-00-0000	Gain/(Loss) Sale of Assets		-		-	-	-
Total Non-Operating Revenue		215,014	200,000	-	200,000	236,722	220,000
Total Parking System Revenue		2,777,094	2,709,596	-	2,709,596	2,175,963	2,678,670

**City of Charleston
Municipal Budget
FY 2025**

Fund 406 Parking System Revenue Fund
Department 571 Parking
Unit 00 Administration

Full Time Employees	21
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Expense Object		FY 2023 Actual	FY 2024 Original	FY 2024 YTD Amend.	FY 2024 Current	FY 2024 YTD March Actual	FY 2025 Proposed
Personal Services							
000-1-103	Salaries & Wages	745,555	847,603		847,603	583,958	907,447
000-1-104	FICA	55,107	64,842		64,842	43,521	69,420
000-1-105	Medical & Life Insurance	166,365	188,076		188,076	142,528	219,996
000-1-106	PERS	64,111	71,694		71,694	50,893	76,621
000-1-111	Dental & Optical Insurance	7,234	10,206		10,206	8,441	10,731
000-1-112	Employee Insurance Cont.	(19,310)	(23,625)		(23,625)	(12,145)	(34,167)
000-1-113	OPEB - Current	40,000	40,000		40,000	-	40,000
Total Personal Services		1,059,063	1,198,796	-	1,198,796	817,196	1,290,048
Contractual Services							
000-2-211	Telephone	12,935	17,000		17,000	10,704	17,000
000-2-213	Utilities	196,409	200,000		200,000	137,824	200,000
000-2-214	Travel	-	1,000		1,000	-	1,000
000-2-215	Mtce & Repair - Bldg/Ground	65,372	75,000		75,000	24,945	75,000
000-2-216	Mtce & Repair - Equipment	4,438	20,000		20,000	8,572	20,000
000-2-217	Mtce & Repair - Auto/Truck	5,254	9,700		9,700	1,871	9,700
000-2-218	Postage	3,449	8,000		8,000	3,214	8,000
000-2-219	Building & Equipment Rent	30,371	50,000		50,000	25,430	50,000
000-2-221	Training	-	1,000		1,000	-	1,000
000-2-222	Dues & Subscriptions	276	1,000		1,000	276	1,000
000-2-223	Professional Services	1,663	500		500	-	500
000-2-226	Insurance - WC & UC	20,363	19,677		19,677	16,439	20,160
000-2-227	Insurance - Liability	42,011	45,000		45,000	38,856	45,000
000-2-230	Contracted Services	144,472	275,000		275,000	70,400	350,000
000-2-232	Bank Fees	1,208	2,500		2,500	849	2,500
001-2-232	Electronic Meter Fees	30,863	55,000		55,000	18,780	55,000
Total Contractual Services		559,082	780,377	-	780,377	358,159	855,860
Commodities							
000-3-341	Materials & Supplies	55,448	75,000		75,000	42,298	75,000
000-3-343	Gas, Oil & Tires	3,104	8,000		8,000	2,185	8,000
000-3-345	Uniforms	6,924	7,350		7,350	6,814	7,350
000-3-359	Snow Removal Materials	-	10,000		10,000	-	10,000
Total Commodities		65,476	100,350	-	100,350	51,297	100,350
Capital Outlay							
000-4-459	Equipment Purchase	-	-		-	-	176,000
Total Capital Outlay		-	-	-	-	-	176,000
Contributions & Other							
000-5-566	Contributions to Other Funds	656,510	630,073		630,073	-	256,412
Total Contributions & Other		656,510	630,073	-	630,073	-	256,412
Total Parking		2,340,131	2,709,596	-	2,709,596	1,226,651	2,678,670

**City of Charleston
Municipal Budget
FY 2025**

Fund 406 Parking System Revenue Fund
Department 571 Parking
Unit 00 Administration

Authorized Full Time Positions & Salary Schedule

FY 2024 Current		
Title	FLSA/Paygrade	FTE
Director Parking Operations	E/119	1
Meter Mntce. & Cltct. Crew Ldr.	N-OT/109	1
Maintenance Crew Leader	N-OT/109	1
Office Support Specialist	N-OT/107	4
Maintenance Worker	N-OT/107	1
Meter Mntce. & Collections Spe	N-OT/107	1
Parking Enforcement Specialist	N-OT/107	1
Parking Enforcement Technician	N-OT/105	4
Security Custodian	N-OT/105	5
Parking Technician	N-OT/105	2
Total		21

FY 2025 Proposed		
Title	FLSA/Paygrade	FTE
Director Parking Operations	E/119	1
Meter Mntce. & Cltct. Crew Ldr.	N-OT/109	1
Maintenance Crew Leader	N-OT/109	1
Office Support Specialist	N-OT/107	4
Maintenance Worker	N-OT/107	1
Meter Mntce. & Collections Spe	N-OT/107	1
Parking Enforcement Specialist	N-OT/107	1
Parking Enforcement Technician	N-OT/105	4
Security Custodian	N-OT/105	5
Parking Technician	N-OT/105	2
Total		21

FY 2024 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	774,603
Irregular Part Time (IPT)	51,000
Overtime	22,000
Tool Allowance	-
Total	847,603

FY 2025 Proposed	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	829,347
Irregular Part Time (IPT)	56,100
Overtime	22,000
Tool Allowance	-
Total	907,447

Projected Capital Equipment Acquisitions

		FY 2025				FY 2026	FY 2027
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
298	Enforcement Vehicle	28,000	-	-		-	-
608	Enforcement Vehicle	28,000	-	-		-	-
609	Pickup	36,000	-	-		-	-
610	Enforcement Vehicle	28,000	-	-		-	-
611	Enforcement Vehicle	28,000	-	-		-	-
612	Enforcement Vehicle	28,000	-	-		-	-
101	Admin Vehicle	-	-	-		35,000	-
614	Admin Vehicle	-	-	-		35,000	-
Total		176,000	-	-	-	70,000	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2025.

**City of Charleston
Municipal Budget
Parking System Revenue Fund
FY 2025
Schedule of Cash**

FY 2023 Ending Cash Balance	5,501,712
FY 2024 Budgeted	
Operating Revenues	2,509,596
Non-Operating Revenues	200,000
Total System Revenues	2,709,596
Operating Expenses	2,079,523
Non-Operating Expenses	-
Total System Expenses	2,079,523
Excess Revenue Over Expenses	630,073
Other Cash Outlay	
Capital Expenditures	-
Transfers to Maintenance Fund	630,073
Total Other Outlay	630,073
Net Cash Flow - FY 2024	-
FY 2023 Projected Ending Balance	5,501,712
FY 2025 Budgeted	
Operating Revenues	2,458,670
Non-Operating Revenues	220,000
Total System Revenues	2,678,670
Operating Expenses	2,246,258
Non-Operating Expenses	-
Total System Expenses	2,246,258
Excess Revenue Over Expenses	432,412
Other Cash Outlay	
Capital Expenditures	176,000
Transfers to Maintenance Fund	256,412
Total Other Outlay	432,412
Net Cash Flow - FY 2025	-
FY 2025 Projected Ending Balance	5,501,712

Resolution No. 966-24

Introduced in Council:

Adopted by Council:

May 20, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 966-24 - Approving the proposed Fiscal Year 2024-2025 Coliseum & Convention
- 2 Center and Municipal Auditorium budget as indicated within the attached document.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That the proposed Fiscal Year 2024-2025 Coliseum & Convention Center and Municipal
- 7 Auditorium budget as indicated within the attached document is approved.

City of Charleston
MUNICIPAL BUDGET
July 1, 2024 - June 30, 2025

Section 8

**Charleston Coliseum and
Convention Center Revenue Fund**

**City of Charleston
Municipal Budget
FY 2025
Coliseum and Convention Center Revenue Summary**

Rev. Code	Description	Actual FY 2023	Original FY 2024	FY 2024 YTD Amendments	Current FY 2024	YTD April Actual FY 2024	Estimated FY 2025
Operating Revenue							
358-00-0302	Rent	2,126,357	2,616,116		2,616,116	2,033,123	2,613,878
358-00-0304	Commissions	469,197	425,000		425,000	342,997	450,000
358-00-0307	Parking - Buildings & Lots	131,641	155,000		155,000	125,947	145,000
358-00-0311	Centerplate	1,574,978	976,981		976,981	1,389,350	1,012,356
358-00-0312	Patron Services	201,951	250,000		250,000	154,528	235,000
358-00-0313	Security	67,014	65,000		65,000	58,926	85,000
358-00-0314	Advertising	242,397	335,000		335,000	182,045	455,500
358-00-0315	Equipment Rental*	6,977	210,000		210,000	74,864	110,000
358-00-0316	Power Usage	46,543	65,000		65,000	46,659	65,000
358-00-0317	Table Covers/Drapes*	27,226	-		-	-	-
358-00-0318	Rent - PA System*	22,276	-		-	-	-
358-00-0319	Staging*	14,284	-		-	-	-
358-00-0320	Booth Rental	102,364	95,000		95,000	84,442	115,000
358-00-0321	Interest	148,263	108,000		108,000	148,176	200,000
358-00-0322	Piano Rental*	965	-		-	-	-
358-00-0323	Table Rental*	22,693	-		-	-	-
358-00-0324	Miscellaneous	13,450	12,000		12,000	11,237	15,000
358-00-0325	Building Damages	-	2,000		2,000	-	2,000
358-00-0326	Telephone Rental*	13,236	-		-	-	-
358-00-0327	Audio/Visual Equipment	222,397	175,000		175,000	152,999	185,000
358-00-0329	Carpet Rental*	16,160	-		-	-	-
358-00-0330	Drayage*	500	-		-	-	-
	Total Operating Revenue	5,470,869	5,490,097	-	5,490,097	4,805,292	5,688,734
Non-Operating Revenue							
358-00-0331	CC Capital Improvement Fee	388,310	309,559		309,559	195,428	378,836
358-00-0341	Trf In/Gen. Fund - Debt Svc	444,971	478,000		478,000	229,899	82,000
358-02-0341	Trf In/Gen. Fund - Other	343,401	900,000		900,000	503,244	900,000
358-00-0342	Transfers In/Coal Severance	236,236	200,000		200,000	186,050	180,000
358-00-0343	Transfers In/Cap. Imp. Fund	247,284	-		-	216,820	-
358-00-0344	Transfers In/MA Cap. Imp Fnd	238,537	-		-		-
358-00-0379	Gain/Loss from Sale of Assets	2,885			-		
381-11-0000	Energy Rebates	10,493	-		-		-
	Total - Non Operating Revenue	1,912,117	1,887,559	-	1,887,559	1,331,441	1,540,836
	Total Revenue	7,382,986	7,377,656	-	7,377,656	6,136,734	7,229,570

*Various equipment rental lines were combined for FY 2024

**City of Charleston
Municipal Budget
FY 2025**

Fund 402 Charleston Coliseum and Convention Center Fund
Department 910 CCCC/Municipal Auditorium
Unit 00 Municipal Auditorium Operations

Full Time Employees	0
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Expense Object		FY 2023 Actual	FY 2024 Original	FY 2024 YTD Amend.	FY 2024 Current	FY 2024 YTD April Actual	FY 2025 Proposed
Contractual Services							
000-2-211	Telephone	468			-	551	
000-2-213	Utilities	102,332	90,000		90,000	69,086	3,500
000-2-215	Mtce & Repair - Bldg/Ground	-	20,000		20,000	1,535	500
000-2-219	Building & Equipment Rent	-	960		960	57	
000-2-230	Contracted Services	200	500		500	10,130	1,000
Total Contractual Services		103,000	111,460	-	111,460	81,359	5,000
Commodities							
000-3-341	Materials & Supplies	932	20,000		20,000	-	
Total Commodities		932	20,000	-	20,000	-	-
Total Municipal Auditorium Operations		103,932	131,460	-	131,460	81,359	5,000

**City of Charleston
Municipal Budget
FY 2025**

Fund 402 Charleston Coliseum and Convention Center Fund
Department 910 CCCC/Municipal Auditorium
Unit 01 CCCC Operations

Full Time Employees	40
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Expense Object		FY 2023 Actual	FY 2024 Original	FY 2024 YTD Amend.	FY 2024 Current	FY 2024 YTD April Actual	FY 2025 Proposed
Personal Services							
000-1-103	Salaries & Wages	674,100	753,438		753,438	529,829	668,554
000-1-104	FICA	49,409	57,638		57,638	38,949	51,144
000-1-105	Medical & Life Insurance	134,612	143,296		143,296	115,331	146,664
000-1-106	PERS	60,552	67,809		67,809	47,228	60,170
000-1-111	Dental & Optical Insurance	9,825	7,776		7,776	5,193	7,154
000-1-112	Employee Insurance Cont.	(24,724)	(18,000)		(18,000)	(13,333)	(22,778)
000-1-113	OPEB - Current	20,000	20,000		20,000	-	20,000
Total Personal Services		923,772	1,031,957	-	1,031,957	723,197	930,908
Contractual Services							
000-2-211	Telephone	32,567	35,000		35,000	28,021	35,000
000-2-212	Printing	-	3,500		3,500	-	3,500
000-2-213	Utilities	837,939	979,000		979,000	702,205	960,000
000-2-214	Travel	8,358	18,000		18,000	3,613	10,000
000-2-215	Mtce & Repair - Bldg/Ground	59,602	80,000		80,000	81,471	105,000
000-2-216	Mtce & Repair - Equipment	94,954	75,000		75,000	30,754	50,000
000-2-218	Postage	2,432	3,200		3,200	1,673	3,000
000-2-219	Building & Equipment Rent	150,880	119,040		119,040	140,931	160,000
000-2-220	Advertising & Legal Pub	82,843	75,000		75,000	69,892	90,000
000-2-221	Training	399	4,000		4,000	125	4,000
000-2-222	Dues & Subscriptions	1,112	3,300		3,300	22,169	28,000
000-2-226	Insurance - WC & UC	16,484	14,992		14,992	13,308	13,440
000-2-227	Insurance - Liability	276,959	325,000		325,000	169,728	235,000
000-2-230	Contracted Services	676,935	630,000		630,000	648,723	750,000
002-2-230	OVG Operations	1,781,710	1,959,122		1,959,122	1,795,246	2,096,678
003-2-230	OVG Management Fee	157,840	182,521		182,521	147,753	183,208
004-2-230	OVG Performance Fee	111,401	322,320		322,320	473,244	510,000
005-2-230	OVG Qualitative Fee	30,000	30,000		30,000	30,000	30,000
Total Contractual Services		4,322,417	4,858,995	-	4,858,995	4,358,856	5,266,826
Commodities							
000-3-341	Materials & Supplies	318,140	330,000		330,000	302,871	350,000
000-3-343	Gas, Oil & Tires	76	2,500		2,500	-	1,000
000-3-345	Uniforms	31,482	35,000		35,000	29,196	35,000
Total Commodities		349,699	367,500	-	367,500	332,067	386,000
Contributions & Other							
000-5-566	Contributions to Other Funds	336,461	309,559		309,559	157,846	378,836
000-6-671	Principal on Bonds	610,000	635,000	(224,583)	410,417	409,583	249,200
000-6-672	Interest on Bonds	55,566	38,675	(10,751)	27,924	22,246	8,800
000-6-674	Bond Service Charges	6,599	4,510		4,510	4,088	4,000
Total Contributions & Other		1,008,626	987,744	(235,334)	752,410	593,763	640,836
Total CCCC Operations		6,604,514	7,246,196	(235,334)	7,010,862	6,007,883	7,224,570

**City of Charleston
Municipal Budget
FY 2025**

Fund 402 Charleston Coliseum and Convention Center Fund
Department 910 CCCC/Municipal Auditorium
Unit 01 CCCC Operations

Authorized Full Time Positions & Salary Schedule

FY 2024 Current Approved		
Title	FLSA/Paygrade	FTE
General Manager	OVG	1
Asst GM/Director of Operations	OVG	1
Business Administrator Civic Cen	E/119	1
Director of Finance	OVG	1
Director of Marketing	OVG	1
Director of Production Services	OVG	1
Box Office Manager	E/111	1
Booking Manager	OVG	1
Marketing Manager	OVG	1
Asst Box Office Manager	OVG	1
Convention Center Sales	OVG	3
Event Mngr/Production Services	OVG	1
Event Coordinator	OVG	4
Operations Coordinator	OVG	1
Safety & Security Coordinator	E/112	1
Technology Services Coordinatc	N-COMP/113	1
Administrative Assistant I	N-OT/109	1
Box Office Assistant	OVG	1
Housekeeping Supervisor	OVG	1
Engineering Assistant	N-COMP/111	1
Maintenance Technician	N-OT/109	6
Operations Conversion Tech II	OVG	3
Operations Conversion Tech I	OVG	4
Facility Support Technician	N-OT/106	4
Total		42

FY 2025 Proposed		
Title	FLSA/Paygrade	FTE
General Manager	OVG	1
Asst GM/Director of Operations	OVG	1
Business Administrator Civic Cer	E/119	1
Director of Finance	OVG	1
Director of Sales & Marketing	OVG	1
Director of Production Services	OVG	1
Box Office Manager	E/111	1
Booking Coordinator	OVG	1
Marketing Manager	OVG	1
Marketing Coordinator	OVG	1
Asst Box Office Manager	OVG	1
Convention Center Sales	OVG	2
Event Mngr/Production Service:	OVG	1
Event Coordinator	OVG	4
Operations Coordinator	OVG	1
Safety & Security Coordinator	E/112	1
Technology Services Coordinat	OVG	1
Administrative Assistant I	N-OT/109	1
Box Office Assistant	OVG	1
Housekeeping Supervisor	OVG	1
Engineering Assistant	N-COMP/111	1
Maintenance Technician	N-OT/109	6
Operations Conversion Tech II	OVG	3
Operations Conversion Tech I	OVG	3
Facility Support Technician	N-OT/106	3
Total		40

FY 2024 Current Approved	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	703,670
Irregular Part Time (IPT)	
Overtime	40,000
Tool Allowance	-
Total	743,670

FY 2025 Proposed	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	638,554
Irregular Part Time (IPT)	
Overtime	30,000
Tool Allowance	-
Total	668,554

Resolution No. 967-24

Introduced in Council:

Adopted by Council:

May 20, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 967-24 - Authorizing approval of Amendment No. 8 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. 8 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. 8 - May 20, 2024

Revenues and Fund Balances						
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount	
001 369 00 0000	Revenue	Trfs from Other Funds - Special Demo Fund	-	60,000	60,000	
Net Increase/(Decrease) to Revenues				60,000		
Expenditures						
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount	
001 436 00 000 2 230	Building Department	Contracted Services	900,000	60,000	960,000	
Net Increase/(Decrease) to Expenditures				60,000		
Description:						
Transfer of lien redemption proceeds from the Special Demolition Fund to fund additional demolitions.						
Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.						

Resolution No. 968-24

Introduced in Council:

Adopted by Council:

May 20, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 968-24 - Authorizing the City Manager to enter into a Lease Amendment with
2 Shaner Charleston LLC extending the ground lease of approximately 34,989.21 square feet
3 adjacent to 100 Civic Center Drive in a form substantially similar to Exhibit A to this resolution.

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

6
7 The City Manager is authorized to enter into a Lease Amendment with Shaner Charleston LLC
8 extending the ground lease of approximately 34,989.21 square feet adjacent to 100 Civic Center
9 Drive in a form substantially similar to Exhibit A to this resolution.

LEASE AMENDMENT

THIS LEASE AMENDMENT (“Amendment”) is made at the City of Charleston, Kanawha County, West Virginia, as of the ____ day of _____ 2024, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, hereinafter referred to as “LESSOR”, and SHANER CHARLESTON LLC, a Delaware limited liability company, hereinafter referred to as “LESSEE”.

RECITALS

By Lease dated December 18, 1973, of record in Kanawha County, West Virginia, Lease Book 190, at page 627, as amended by Amended Lease dated December 3, 1974, of record in Lease Book 245, at page 936 (the two agreements are collectively the “Lease”), the City of Charleston, West Virginia, leased to Doridon Corporation a parcel of land comprising 34,989.21 square feet located in the City of Charleston, West Virginia.

By Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, Doridon Corporation assigned to Columbia Sussex Corporation all of its rights, title, obligations, and interest as tenant under the Lease.

By Assignment dated December 15, 1999, of record in Kanawha County West Virginia, Assignment Book 172, at page 282, Columbia Sussex Corporation assigned to Lance Shaner Hotel Limited Partnership all of its rights, title, obligations, and interest as tenant under the Lease.

By Lease Amendment and Consent to Assignment dated December 15, 1999, of record in Kanawha County, West Virginia, Lease Book 245, at page 961, LESSOR and Lance Shaner Hotel Limited Partnership amended certain terms of the Lease, and the LESSOR consented to the assignment of the Lease.

By Assignment and Assumption of Ground Lease dated as of August 15, 2001, of record in Kanawha County, West Virginia, Assignment Book 183, at page 295, Lance Shaner Hotel Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended, to Shaner Hotel Group Properties Three Limited Partnership.

By Assignment and Assumption of Ground Lease dated as of August 15, 2005, of record in Kanawha County, West Virginia, Assignment Book 207, at page 765, Shaner Hotel Group Properties Three Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended, to Shaner SPE Associates Limited Partnership.

By Lease Amendment dated October 21, 2014, of record in Kanawha County, West Virginia, Lease Book 262, at page 148, LESSOR and Shaner SPE Associates Limited Partnership amended certain terms of the Lease, including providing for additional five-year terms of the Lease and escalating lease payments based on the consumer price index, all of which are incorporated into the Lease.

By Assignment and Assumption of Lease dated October 28, 2014, of record in Kanawha County, West Virginia, Assignment Book 246, at page 77, Shaner SPE Associates Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended, to LESSEE.

By this Lease Amendment, the LESSOR and LESSEE desire to provide for additional five-year renewal terms of the Lease.

W I T N E S S E T H:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The provisions of the Lease regarding the term of the Lease are hereby amended and restated in their entirety to provide as follows:

The term of the Lease shall continue until midnight on December 31, 2024, and, provided there is no notice of default and that the tenant has fully performed all of its covenants, then such terms shall be automatically renewed thereafter for ten additional five-year terms, to commence immediately following the expiration of the then current term, unless LESSEE gives written notice to LESSOR not less than 180 days prior to the expiration of the then current term that LESSEE will not renew the Lease.

2. Except as expressly provided in this Amendment, the Lease shall, in all other respects, remain in full force and effect in accordance with its terms.

[Signature pages follow]

THE CITY OF CHARLESTON, WEST
VIRGINIA, a municipal corporation

By _____
Its Mayor

ATTEST:

Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____,
2024, by Amy Shuler Goodwin, the Mayor of the CITY OF CHARLESTON, WEST
VIRGINIA, a municipal corporation, on behalf of said municipal corporation.

My commission expires _____.

NOTARY PUBLIC

SHANER CHARLESTON LLC

By _____
Lance T. Shaner, President

ATTEST:

Title _____

COMMONWEALTH OF PENNSYLVANIA;

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by LANCE T. SHANER, the President of SHANER CHARLESTON LLC, a Delaware limited liability company.

My commission expires _____.

NOTARY PUBLIC

Resolution No. 969-24

Introduced in Council:

Adopted by Council:

May 20, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 969-24 - Authorizing the Mayor or City Manager to purchase real property on the 1300 Block of Lee Street East adjacent to Charleston Fire Department Station 1 for purchase prices totaling \$295,000, as shown in the attached Purchase and Sale Agreements and to execute all necessary documents in order to finalize the purchase, including the payment of any necessary closing costs of up to \$15,000.

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

The Mayor or City Manager is hereby authorized to purchase real property on the 1300 Block of Lee Street East adjacent to Charleston Fire Department Station 1 for purchase prices totaling \$295,000, as shown in the attached Purchase and Sale Agreements, and to use such property for the construction of a Fire Department Headquarters. The Mayor or City Manager are further authorized to expend up to \$15,000 in closing costs necessary to finalize the transfer of property.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into on May __, 2024 (the “**Effective Date**”), by and among Charleston Urban Renewal Authority (“**Seller**”) and the City of Charleston, a municipal corporation (“**Purchaser**”).

WHEREAS, Purchaser desires to purchase from Seller the real property known as 1324 Lee Street East, Charleston, West Virginia, more particularly described as the property situate in Kanawha County District 11, Map 17, Parcel 153, and the real property facing Lee Street between the Purchaser’s Fire Station 1 and the property formerly known as 1322 Lee Street East, Charleston, West Virginia, which is a portion of Kanawha County District 11, Map 17, Parcel 135, all of which is shown on **Exhibit A** attached hereto and incorporated herein by reference, together with any improvements thereon and appurtenances thereto (collectively the “**Property**”); and

WHEREAS, on the terms and conditions hereinafter set forth below, Purchaser desires to purchase and receive from Seller, and Seller desires to sell, deliver and assign to Purchaser, the Property.

NOW THEREFORE, WITNESSETH: subject to the terms, provisions and conditions hereinafter set forth, and for and in consideration of the mutual covenants and conditions set forth and contained in this Agreement as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property.

a. The Property consists of approximately 18,360 square feet (3,960 of which make up 1324 Lee Street and 14,400 of which make up the empty lot facing Lee Street and adjacent to Purchaser’s Fire Station 1) more or less, and all improvements thereon and appurtenances thereto, as depicted and more particularly described and shown on **Exhibit A** and subject to the completion of a Survey by Purchaser (as defined in Section 4 herein). The parties hereto acknowledge that a final legal description of the Property will be finalized within fifteen (15) business days after completion of the Survey.

b. The parties also further agree that, at Closing, Seller shall convey to Purchaser via General Warranty Deed fee simple title to the Property, which is owned by Seller, free and clear of any liens or encumbrances except for the Permitted Encumbrances.

2. Purchase Price. Subject to the approval of the City Council for the City of Charleston, West Virginia, and the Board of the Charleston Urban Renewal Authority the purchase price (the “**Purchase Price**”) for the Property shall be One Hundred Thousand Dollars USD (\$100,000.00). The Purchase Price, less any credits as set forth herein, shall be payable, subject to prorations and credits as provided for in this Agreement, in full by Purchaser to Seller by check at Closing.

3. Due Diligence.

a. Due Diligence.

i. For forty five (45) days from the Effective Date (the “**Due Diligence Period**”), Purchaser and its agents and consultants shall have reasonable access to the Property and shall be permitted to make such inspections, studies, reports, tests, copies and verifications, including without limitation environmental and geotechnical testing, as they shall deem necessary or appropriate to determine, in Purchaser's sole and absolute discretion, whether the Property is satisfactory. The cost of such due diligence review undertaken by Purchaser pursuant to this Agreement shall be borne solely by Purchaser. Included as part of the Due Diligence Period is Purchaser's attempt to obtain approval by the City Council for the City of Charleston, West Virginia and Seller's attempt to obtain approval by Board of the Charleston Urban Renewal Authority. Approval of the City Council for the City of Charleston, West Virginia and the Board of the Charleston Urban Renewal Authority are a requirements for the Purchaser to notify the Seller of approval pursuant to subsection ii. of this section.

ii. Purchaser shall notify Seller in writing of its approval or disapproval of the results of its due diligence review of the Property prior to the expiration of the Due Diligence Period. Purchaser shall be entitled for any reason to terminate this Agreement by written notice delivered to Seller on or prior to the expiration of the Due Diligence Period. If Purchaser notifies Seller prior to the expiration of the Due Diligence Period that Purchaser has elected to terminate this Agreement, the Parties shall have no further obligations or liabilities hereunder and this Agreement shall be null and void (except for such matters which survive termination of this Agreement). If Purchaser does not timely give its written disapproval of the results of the due diligence review, this Agreement shall continue in full force and effect subject to the remaining contingencies and obligations of the parties herein.

b. Permitted Exceptions. As used in this Agreement, the term “**Permitted Exceptions**” shall mean (i) statutory liens for real property taxes that are not overdue or delinquent, (ii) utility rights of way and easements that do not impose burdens or use restrictions on the Property that materially exceed the burdens or restrictions customarily contained in such instruments in Kanawha County, West Virginia, and will not interfere with Purchaser's planned use and development of the Property, (iii) covenants, restrictions, conditions and easements of record that do not interfere with Purchaser's intended use of the Property.

4. Survey. Purchaser may cause the Property to be surveyed by a licensed land surveyor which may be in accordance with ALTA standards. Promptly after completion of such survey, Purchaser shall present, or cause to be presented, to Seller a plat of such survey, depicting the proposed location of the boundary lines of such land, the location of any easements, rights-of-way or other encumbrances to the extent plottable, and the acreage of such land to the nearest one-one-thousandth (1/1000th) of an acre (the “**Survey**”). The cost of the Survey shall be the responsibility of the Purchaser. Purchaser shall be responsible for the cost of all title work necessary to meet the ALTA survey standards and shall provide the professional firm engaged by the Purchaser, to perform the Survey with such title work on or before the commencement of the Survey work.

5. **Seller Contingencies.** Seller shall provide to Purchaser a copy of all known existing agreements with respect to the Property, whether such agreements are recorded or unrecorded, within three business days of executing this Agreement. In addition to any other contingencies set forth herein, Seller's obligations to conclude this transaction is contingent upon the satisfactory assignment of any existing agreements with respect to the Property to Purchaser from Seller at Closing. If agreements are unacceptable to Purchaser for any reason, then Purchaser shall be entitled, at its election, to terminate this Agreement by written notice to Seller.

6. **Representations and Warranties of Seller.** Seller makes no warranties and representations to Purchaser regarding the Property and any sale to Purchaser is an "as is, where is" sale.

7. **Closing.**

a. **Date.** The closing of the transaction contemplated herein (the "Closing") shall occur at a mutually agreeable time and place within 30 days of the conclusion of the Due Diligence Period.

(i) Purchaser shall have an option (the "**Extension Option**"), in its sole and absolute discretion, to extend the Closing for a period not exceeding thirty (30) days, provided that Purchaser provides Seller with written notice of its election to exercise the Extension Option no less than six (6) business days prior to the original Closing date.

(ii) Purchaser shall have an additional option (the "**Second Extension Option**"), in its sole and absolute discretion, to extend the Closing Date for another period not exceeding thirty (30) days, provided that Purchaser provides Seller with written notice of its election to exercise the Second Extension Option no less than six (6) business days prior to the Closing date as extended by the Extension Option.

b. **Seller Responsibilities.** At the Closing, Seller shall furnish and deliver to Purchaser, at Seller's expense (except as otherwise herein provided), the following:

(i) A General Warranty Deed duly executed and acknowledged by Seller, dated as of the Closing, in a form pre-approved by Purchaser;

(ii) Such other instruments or documents as are necessary or reasonably required by Purchaser to consummate the transfer of the Property as herein contemplated;

(iii) Seller shall deliver possession of the Property to Purchaser on the Closing date; and

(iv) A counterpart of a closing statement.

c. **Purchaser Responsibilities.** At the Closing, Purchaser shall deliver to Seller, at Purchaser's expense, the following:

(i) The Purchase Price, less any closing credits, in immediately available funds of the United States of America;

(ii) A counterpart of a closing statement; and

(iii) Such other instruments or documents as are necessary or reasonably required by Seller to consummate the transfer of the Property as herein contemplated.

d. Expenses of Closing.

(i) Seller shall pay: its own attorneys' fees; transfer taxes and recording fees pertaining to conveyance of the Property.

(ii) Purchaser shall pay: all title examination fees; its own attorneys' fees; and, other charges required to be paid by Purchaser pursuant to this Agreement.

8. Default and Remedies.

a. Purchaser's Default. In the event Purchaser defaults or fails to perform any obligation of Purchaser under this Agreement, including but not limited to the inability to obtain the approval of the City Council for the City of Charleston, and such default and failure shall remain uncured for a period of thirty (30) days following written notice thereof from Seller to Purchaser, Seller may, as its exclusive remedy, terminate this Agreement. If Seller elects to terminate this Agreement, Purchaser's and Seller's rights and obligation under this Agreement shall terminate.

b. Seller's Default. In the event Seller defaults under this Agreement, or any material representation or warranty of Seller is not true, or in the event Seller fails to perform any material obligation of Seller under this Agreement, including without limitation, the obligation to convey good and marketable title to the Property to Purchaser at Closing subject only to Permitted Exceptions and to perform each of the obligations of Seller required to be performed at Closing in accordance with the provisions of this Agreement, all of which shall be considered material for purposes hereof, then Purchaser may: (i) terminate this Agreement; (ii) commence an action to compel specific performance of this Agreement at the cost and expense (including reasonable attorneys' fees) of Seller; (iii) commence an action to recovery from Seller of any and all damages due to Seller's default.

9. Miscellaneous.

a. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be delivered by email, addressed as follows:

If intended for Seller:	Charleston Urban Renewal Authority Ron Butlin, Executive Director
-------------------------	--

Email: RButlin@CURAWV.org

If intended for Purchaser: City of Charleston
Ben Mishoe, City Manager
Email: ben.mishoe@cityofcharleston.org

or at such other address, and to the attention of such other person, as the parties shall give notice as herein provided.

b. Survival. The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed prior to Closing pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing or which, pursuant to the provisions of this Agreement, contemplate performance after the Closing. The obligations of the parties not fully performed at the Closing (other than any unfulfilled closing conditions which have been waived or deemed waived by the other party) shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

c. Entire Agreement; Modifications. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia.

e. Captions. The captions in this Agreement are inserted for convenience of reference only and shall not define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

f. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

g. Time is of the Essence. With respect to all provisions of this Agreement, time is of the essence.

h. Amendments. This Agreement once properly signed by both parties can be changed only by written instrument executed by an authorized representative of each of the respective parties hereto.

i. **Recording.** Neither party shall record this Agreement and any such recording shall constitute an incurable default by the recording party hereunder.

j. **Counterpart Execution.** This Agreement may be executed in multiple counterparts. A facsimile or electronic copy of this Agreement bearing the signature of a party hereto shall be sufficient to bind such party to the terms of this Agreement.

k. **Negotiated Agreement.** This Agreement is the result of negotiations between Seller and Purchaser. Accordingly, neither party shall be deemed to be the author of this Agreement, nor shall there be a presumption that this Agreement is to be construed for or against any such party based on the authorship of the document.

l. **Further Assurances.** At any time, and from time to time, after execution of this Agreement and after the Closing, as requested by another party hereto or any other person or entity and without further consideration, Seller and Purchaser shall take such action as the requesting party, person or entity may reasonably request to consummate or further the transactions contemplated hereby.

m. **Broker Commissions.** Seller and Purchaser each represent and warrant that such party has not entered into any agreement, incurred any obligation or know of any facts which might result in an obligation for the other party to pay a sales or brokerage commission or finder's fee for this transaction.

[signatures appear next page]

IN WITNESS WHEREOF, this Agreement has been entered into effective as of the Effective Date first above written.

SELLER:

CHARLESTON URBAN RENEWAL
AUTHORITY

By: Ron Butlin
Its: Executive Director

PURCHASER:

CITY OF CHARLESTON, WEST
VIRGINIA

By: Benjamin Mishoe
Its: City Manager

Exhibit A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into on May __, 2024 (the “**Effective Date**”), by and among Francis M Fisher and Megan L Fisher (“**Sellers**”) and the City of Charleston, a municipal corporation (“**Purchaser**”).

WHEREAS, Purchaser desires to purchase from Sellers the real property previously known as 1322 Lee Street East, Charleston, West Virginia, more particularly described as the property situate in Kanawha County District 11, Map 17, Parcel 154, and shown on **Exhibit A** attached hereto and incorporated herein by reference, together with any improvements thereon and appurtenances thereto (collectively the “**Property**”); and

WHEREAS, on the terms and conditions hereinafter set forth below, Purchaser desires to purchase and receive from Sellers, and Sellers desire to sell, deliver and assign to Purchaser, the Property.

NOW THEREFORE, WITNESSETH: subject to the terms, provisions and conditions hereinafter set forth, and for and in consideration of the mutual covenants and conditions set forth and contained in this Agreement as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property.

a. The Property consists of approximately 7,836 square feet, more or less, and all improvements thereon and appurtenances thereto, as depicted and more particularly described and shown on **Exhibit A** and subject to the completion of a Survey by Purchaser (as defined in Section 4 herein). The parties hereto acknowledge that a final legal description of the Property will be finalized within fifteen (15) business days after completion of the Survey.

b. The parties also further agree that, at Closing, Sellers shall convey to Purchaser via General Warranty Deed fee simple title to the Property, which is owned by Sellers, free and clear of any liens or encumbrances except for the Permitted Encumbrances.

2. Purchase Price. Subject to the approval of the City Council for the City of Charleston, West Virginia, the purchase price (the “**Purchase Price**”) for the Property shall be One Hundred Ninety-Five Thousand Dollars USD (\$195,000.00). The Purchase Price, less any credits as set forth herein, shall be payable, subject to prorations and credits as provided for in this Agreement, in full by Purchaser to Sellers by check at Closing.

3. Due Diligence.

a. Due Diligence.

i. For forty five (45) days from the Effective Date (the “**Due Diligence Period**”), Purchaser and its agents and consultants shall have reasonable access to the Property and shall be permitted to make such inspections, studies, reports, tests, copies and verifications,

including without limitation environmental and geotechnical testing, as they shall deem necessary or appropriate to determine, in Purchaser's sole and absolute discretion, whether the Property is satisfactory. The cost of such due diligence review undertaken by Purchaser pursuant to this Agreement shall be borne solely by Purchaser. Included as part of the Due Diligence Period is Purchaser's attempt to obtain approval by the City Council for the City of Charleston, West Virginia. Approval of the City Council for the City of Charleston, West Virginia is a requirement for the Purchaser to notify the sellers of approval pursuant to subsection ii. of this section.

ii. Purchaser shall notify Sellers in writing of its approval or disapproval of the results of its due diligence review of the Property prior to the expiration of the Due Diligence Period. Purchaser shall be entitled for any reason to terminate this Agreement by written notice delivered to Sellers on or prior to the expiration of the Due Diligence Period. If Purchaser notifies Sellers prior to the expiration of the Due Diligence Period that Purchaser has elected to terminate this Agreement, the Parties shall have no further obligations or liabilities hereunder and this Agreement shall be null and void (except for such matters which survive termination of this Agreement). If Purchaser does not timely give its written disapproval of the results of the due diligence review, this Agreement shall continue in full force and effect subject to the remaining contingencies and obligations of the parties herein.

b. Permitted Exceptions. As used in this Agreement, the term “**Permitted Exceptions**” shall mean (i) statutory liens for real property taxes that are not overdue or delinquent, (ii) utility rights of way and easements that do not impose burdens or use restrictions on the Property that materially exceed the burdens or restrictions customarily contained in such instruments in Kanawha County, West Virginia, and will not interfere with Purchaser's planned use and development of the Property, (iii) covenants, restrictions, conditions and easements of record that do not interfere with Purchaser's intended use of the Property.

4. Survey. Purchaser may cause the Property to be surveyed by a licensed land surveyor which may be in accordance with ALTA standards. Promptly after completion of such survey, Purchaser shall present, or cause to be presented, to Sellers a plat of such survey, depicting the proposed location of the boundary lines of such land, the location of any easements, rights-of-way or other encumbrances to the extent plottable, and the acreage of such land to the nearest one-one-thousandth (1/1000th) of an acre (the “**Survey**”). The cost of the Survey shall be the responsibility of the Purchaser. Purchaser shall be responsible for the cost of all title work necessary to meet the ALTA survey standards and shall provide the professional firm engaged by the Purchaser, to perform the Survey with such title work on or before the commencement of the Survey work.

5. Sellers Contingencies. Sellers shall provide to Purchaser a copy of all known existing agreements with respect to the Property, whether such agreements are recorded or unrecorded, within three business days of executing this Agreement. In addition to any other contingencies set forth herein, Sellers' obligations to conclude this transaction is contingent upon the satisfactory assignment of any existing agreements with respect to the Property to Purchaser from Sellers at Closing. If agreements are unacceptable to Purchaser for any reason, then Purchaser shall be entitled, at its election, to terminate this Agreement by written notice to Sellers.

6. **Representations and Warranties of Sellers.** Sellers makes no warranties and representations to Purchaser regarding the Property and any sale to Purchaser is an “as is, where is” sale.

7. **Closing.**

a. **Date.** The closing of the transaction contemplated herein (the “**Closing**”) shall occur at a mutually agreeable time and place within 30 days of the conclusion of the Due Diligence Period.

(i) Purchaser shall have an option (the “**Extension Option**”), in its sole and absolute discretion, to extend the Closing for a period not exceeding thirty (30) days, provided that Purchaser provides Sellers with written notice of its election to exercise the Extension Option no less than six (6) business days prior to the original Closing date.

(ii) Purchaser shall have an additional option (the “**Second Extension Option**”), in its sole and absolute discretion, to extend the Closing Date for another period not exceeding thirty (30) days, provided that Purchaser provides Sellers with written notice of its election to exercise the Second Extension Option no less than six (6) business days prior to the Closing date as extended by the Extension Option.

b. **Sellers Responsibilities.** At the Closing, Sellers shall furnish and deliver to Purchaser, at Sellers’ expense (except as otherwise herein provided), the following:

(i) A General Warranty Deed duly executed and acknowledged by Sellers, dated as of the Closing, in a form pre-approved by Purchaser;

(ii) Such other instruments or documents as are necessary or reasonably required by Purchaser to consummate the transfer of the Property as herein contemplated;

(iii) Sellers shall deliver possession of the Property to Purchaser on the Closing date; and

(iv) A counterpart of a closing statement.

c. **Purchaser Responsibilities.** At the Closing, Purchaser shall deliver to Sellers, at Purchaser's expense, the following:

(i) The Purchase Price, less any closing credits, in immediately available funds of the United States of America;

(ii) A counterpart of a closing statement; and

(iii) Such other instruments or documents as are necessary or reasonably required by Sellers to consummate the transfer of the Property as herein contemplated.

d. Expenses of Closing.

(i) Sellers shall pay: its own attorneys' fees; transfer taxes and recording fees pertaining to conveyance of the Property.

(ii) Purchaser shall pay: all title examination fees; its own attorneys' fees; and, other charges required to be paid by Purchaser pursuant to this Agreement.

8. Default and Remedies.

a. Purchaser's Default. In the event Purchaser defaults or fails to perform any obligation of Purchaser under this Agreement, including but not limited to the inability to obtain the approval of the City Council for the City of Charleston, and such default and failure shall remain uncured for a period of thirty (30) days following written notice thereof from Sellers to Purchaser, Sellers may, as its exclusive remedy, terminate this Agreement. If Sellers elect to terminate this Agreement, Purchaser's and Sellers' rights and obligation under this Agreement shall terminate.

b. Sellers' Default. In the event Sellers default under this Agreement, or any material representation or warranty of Sellers is not true, or in the event Sellers fail to perform any material obligation of Sellers under this Agreement, including without limitation, the obligation to convey good and marketable title to the Property to Purchaser at Closing subject only to Permitted Exceptions and to perform each of the obligations of Sellers required to be performed at Closing in accordance with the provisions of this Agreement, all of which shall be considered material for purposes hereof, then Purchaser may: (i) terminate this Agreement; (ii) commence an action to compel specific performance of this Agreement at the cost and expense (including reasonable attorneys' fees) of Sellers; (iii) commence an action to recovery from Sellers of any and all damages due to Sellers' default.

9. Miscellaneous.

a. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be delivered by email, addressed as follows:

If intended for Sellers: Francis Fisher
Email: frankefisher1567@yahoo.com

If intended for Purchaser: City of Charleston
Ben Mishoe, City Manager
Email: ben.mishoe@cityofcharleston.org

or at such other address, and to the attention of such other person, as the parties shall give notice as herein provided.

b. **Survival.** The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Sellers to be performed prior to Closing pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing or which, pursuant to the provisions of this Agreement, contemplate performance after the Closing. The obligations of the parties not fully performed at the Closing (other than any unfulfilled closing conditions which have been waived or deemed waived by the other party) shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

c. **Entire Agreement; Modifications.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia.

e. **Captions.** The captions in this Agreement are inserted for convenience of reference only and shall not define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

f. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

g. **Time is of the Essence.** With respect to all provisions of this Agreement, time is of the essence.

h. **Amendments.** This Agreement once properly signed by both parties can be changed only by written instrument executed by an authorized representative of each of the respective parties hereto.

i. **Recording.** Neither party shall record this Agreement and any such recording shall constitute an incurable default by the recording party hereunder.

j. **Counterpart Execution.** This Agreement may be executed in multiple counterparts. A facsimile or electronic copy of this Agreement bearing the signature of a party hereto shall be sufficient to bind such party to the terms of this Agreement.

k. Negotiated Agreement. This Agreement is the result of negotiations between Sellers and Purchaser. Accordingly, neither party shall be deemed to be the author of this Agreement, nor shall there be a presumption that this Agreement is to be construed for or against any such party based on the authorship of the document.

l. Further Assurances. At any time, and from time to time, after execution of this Agreement and after the Closing, as requested by another party hereto or any other person or entity and without further consideration, Sellers and Purchaser shall take such action as the requesting party, person or entity may reasonably request to consummate or further the transactions contemplated hereby.

m. Broker Commissions. Sellers and Purchaser each represent and warrant that such party has not entered into any agreement, incurred any obligation or know of any facts which might result in an obligation for the other party to pay a sales or brokerage commission or finder's fee for this transaction.

[signatures appear next page]

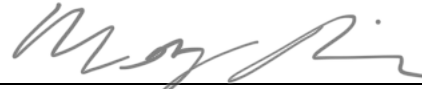
IN WITNESS WHEREOF, this Agreement has been entered into effective as of the Effective Date first above written.

SELLERS:

FRANCIS M. FISHER & MEGAN L. FISHER



Francis M. Fisher



Megan L. Fisher

PURCHASER:

CITY OF CHARLESTON, WEST VIRGINIA

By: Benjamin Mishoe
Its: City Manager

Exhibit A

Resolution No. 970-24

Introduced in Council:

Adopted by Council:

May 20, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 970-24 - Authorizing the Mayor or City Manager to enter into a contract with KZF Design, Inc. for the provision of architectural design, engineering, and construction management services for a new Charleston Fire Department administrative, training, and wellness headquarters.

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 KZF Design, Inc. for the provision of architectural design, engineering, and construction management services for a new Charleston Fire Department administrative, training, and wellness headquarters.

May 17, 2024

Mr. Ben Mishoe, City Manager
City of Charleston, WV
501 Virginia Street East
Charleston, WV 25301

Subject: Fee Proposal
A/E Professional Design and Document Services
Charleston Fire Department Headquarters and Wellness Center

Mr. Mishoe,

KZF Design, Inc. (KZF) is pleased to provide the City of Charleston, WV (Client) this proposal for professional services for the above referenced project, as a continuation of previously completed programming and concept design services on the project.

This proposal is based on information provided by the Client to KZF and KZF's understanding of the project scope and program which is as follows:

- KZF Design and it team proposes to provide architectural, interiors, mechanical, electrical, plumbing, structural, and civil design services for the project.
- The KZF Design team will include the following sub-consultants:
 - ZMM – Architectural support, civil engineering, MEP engineering and local construction administration services.
 - Geotechnical Engineer – Consultant (To Be Determined) – Geotechnical field investigation, testing and reporting. An allowance of \$10,000 has been included for this service, which will be billed at actual cost once it is contracted.
- Supplemental Services which are not included in this proposal, but may be added as requested by the Client as Additional Services including:
 - Environmental Assessment, Testing and / or Reporting Services
 - Topographic Surveying
 - Traffic Studies
- The subject property is presumed to be zoned properly for the proposed use without the need for rezoning, or variance. Zoning approvals are expected to be required only to follow the standard City of Charleston approval process only, services related to rezoning, PUD or similar more intensive zoning processes is included, but can be provided as an additional service..
- Subject property is presumed to be currently controlled by the Client and the subject property are platted into a single parcel, with all limiting easements or deed restrictions removed to allow clear, unlimited development of the site by the Client. No re-platting of parcels is included in this proposal.

- The subject property is presumed to be an approximately 1.0-acre parcel near the current Charleston Fire Station #1, at the northeast corner of Lee Street and Morris Street.
- The proposed headquarters building is presumed to include approximately 13,000sf for administrative and wellness functions, and an approximately 2,000-3,000sf high bay area for the storage of reserve apparatus and equipment for the CFD.
- The overall program will be delivered to the Client utilizing a “Design-Bid-Build” delivery model. Therefore this proposal presumes that the final construction documents will be issued in a single package at the completion of the Construction Documents Phase for bidding.
- The expected project budget including hard costs, soft costs, and contingencies for the new fire headquarters facility is \$6.0M to \$7.0M.
- This proposal presumes that the existing geotechnical conditions at the project site will allow for minimum depth, conventional shallow spread footings to be utilized and that soils will be categorized with favorable seismic classifications.
- The proposed project site is presumed to have existing utilities (domestic water, fire protection water, sanitary sewer, storm sewer, electric, gas) sized sufficiently for the proposed program readily available at the property line and sized to accommodate the proposed improvements with no modifications. No relocation or upgrading of existing building utilities or similar infrastructure off site is included.
- No improvements to the public rights-of-way are included in this proposal.
- Project specifications prepared will be based on MasterSpec short format standard construction specifications which will be provided in a separate project specifications manual.
- Proposal presumes project documents will be prepared in Revit 2024 or newer software.
- The anticipated project milestone schedule / durations are expected to be generally as follows:

Contract Award:	June 3, 2024
Program Verification Phase:	2-3 weeks
Schematic Design Phase:	4-5 weeks
Design Development Phase:	6-7 weeks
Construction Documents Phase:	8 weeks
Issue for Building Permit / Bidding:	Approximately November 15, 2024
Receive Bids:	Approximately December 15, 2024
Commence Construction:	Approximately April 1, 2025
Complete Construction:	Approximately April 1, 2026

“Issue for Building Permit / Bidding” date is targeted as requested by the Client. KZF and the design team will diligently work towards these milestones, however notes that the Client requirement to award the construction contract by mid-December is aggressive, would limit Client review durations to no more than 1 week each after the SD, DD, & CD phase. Dates are not guaranteed.

Basic Services

Outlined below is the scope of Basic Services that KZF Design proposes to provide for the successful completion of this project.

Program Verification Phase

- Attend project kick-off meeting (via teleconference) with Client's key stakeholders to discuss/review/verify overall project goals, schedule, and expectations.
- Review Client provided items, previously completed programs, documents, reports, etc., including existing site / building drawings.
- KZF will provide the Client a copy of KZF's Fire Headquarters Questionnaire upon receipt of a Notice to Proceed or execution of the contract.
- Analyze completed Fire Headquarters Questionnaire responses, including correspondence with Client to clarify any identified issues and specific requirements for the project utilizing data collected from the Questionnaire. Includes verifying previously completed program studies. Prepare a Preliminary Program of Requirements.
- KZF will meet with the Client's project team to review specific requirements for the project utilizing data collected from the Questionnaire, room diagrams and room data sheets to determine space requirements compiled in a Preliminary Program of Requirements (POR).
- Based on all collected data, and Client comments on Preliminary Program of Requirements, prepare and issue Final Program of Requirements (POR) document that identifies all major functional areas including uses and space requirements, general layout and room information including Room Diagrams.
- Prepare Preliminary Estimate of Probable Cost (PEPC) based on historical square-foot building cost data to facilitate the Owner's determination of the final project budget.
- Regular correspondence with Client, overall project design team management, coordination and administration as required by the work.

Schematic Design Phase Services:

1. Complete detailed project programming including meeting with Client to review and document detailed space requirements, room data sheets, and program functions for the buildings.
2. Propose design solutions and identify design strategy / options for the site, building shell / envelope, structural system, and MEP systems.
3. Assist Client in finalizing project details including confirming project scope requirements, identifying value engineering opportunities and reviewing schedule expediting opportunities.
4. Building and zoning code due diligence review and analysis, including meeting or teleconference with each department to review any identified potential code concerns.
5. Coordinate utility requirements and availability of water, sewer, electric and gas with Client, civil engineering team members, and local utility providers.
6. Architectural design services, including development of schematic floor plans, and elevations as required to comply with applicable codes, site conditions, and project program.

7. Structural engineering schematic design services, including review of geotechnical engineering report, discussion / recommendations regarding building structural system details / strategies for the proposed foundations, wall systems, and roof framing systems.
8. Mechanical, Plumbing, and Electrical schematic design services, including identify design strategies and system options for the primary building mechanical, plumbing and electrical systems and develop narratives to describe options.
9. Civil engineering schematic design services including review of geotechnical engineering report design criteria, and development of site grading, paving, drainage, storm detention, erosion control and utilities design strategies, and develop narratives / drawings to describe options.
10. Update Preliminary Estimate of Probable Cost (PEPC) based on Schematic Design Package.
11. Issue a Final Schematic Design Package including architectural, structural, civil, and MEP documents at the completion of the Schematic Design Phase for submittal to, and approval by the Client. Written approval of the Final Schematic Design Package by the Client is required prior to commencement of the Design Development Phase Services.
12. Procure up to three (3) proposals for geotechnical services for the project site, and pending approval from the Client on selected provider, coordinate completion of geotechnical investigation, testing and reporting. An Allowance of \$10,000 has been included for this service.
13. Participate in regular design meetings (anticipated to be no more than two (2) in person visits this phase) to review regular design progress and identified issues, and general coordination with the Client, Construction Manager and Client's Other Consultants.
14. Regular correspondence with Client, overall project design team management, coordination and administration as required by the work.

Design Development Phase Services:

1. Architectural design development services, including continued development of approved Schematic Design Submittal Package as required to comply with applicable codes, site conditions, and project program.
2. Limited interior design services including review of budgetary allowances for interior finishes, meeting with Client to review material options and color palette expectations, and preparation of up to 2 interior material sample boards / color schemes, and one subsequent revision to one selected scheme based on feedback from Client.
3. Structural design development services, including final development of the proposed structural system, including proposed foundations, and structural framing systems, as well as design calculations, diagrams, and preparation of drawings determined to be necessary by KZF for coordination.
4. Mechanical / Plumbing and Electrical design development services, including final development of the proposed MEP systems, primary components, system and requirement calculations determined to be necessary by KZF for coordination.

5. Civil Engineering design services including final development of proposed site grading, paving, drainage, storm detention, erosion control and utilities plans, storm detention calculations, drawings and specifications as determined to be necessary by KZF for coordination.
6. Update Preliminary Estimate of Probable Cost (PEPC) based on Design Development Package.
7. Issue a Final Design Development Package including architectural, structural, civil, and MEP documents at the completion of the Design Development Phase for submittal to, and approval by the Client. Written approval of the Final Design Development Package by the Client is required prior to commencement of the Construction Documents Phase Services.
8. Update Preliminary Estimate of Probable Cost (PEPC) based on Construction Document Package.
9. Based on Final Design Development Package, prepare and submit for Zoning Approvals with City of Charleston Planning Department for review and approval. Includes preparation and submittal of documents (including 2D rendered elevations), site layout and landscaping plans, and subsequent revisions based on comments received from AHJ's. Includes attendance and presentation of the project at one (1) Planning / Zoning Review meeting.
10. Participate in regular design meetings (anticipated to be no more than two (2) in person visits this phase) to review regular design progress and identified issues, and general coordination with the Client and Client's Other Consultants.
11. Regular correspondence with Client and Construction Manager, overall project design team management, coordination and administration as required by the work.

Construction Document Phase Services:

1. Architectural and interior document services including final development of floor plan, elevation, and section details, and final building construction and detailing.
2. Structural document services, including drawings, calculations, details, diagrams and coordination.
3. Mechanical / Plumbing and Electrical document services, including drawings, calculations, details, coordination for the systems defined herein.
4. Civil Engineering documents services, including drawings calculations, details and coordination for grading, paving, utilities, landscaping, and general erosion control.
5. Preparation of final construction documents, including architectural, interiors, structural, civil, and MEP drawings written technical specifications and fire protection performance specifications sufficient for final Client reviews, bidding, permitting, and construction. Includes submittal to Client for review at approximately 100% document completion, and subsequent revisions to documents based on Client comments in compliance with the final approved design documents.
6. Participate in regular design meetings (anticipated to be no more than two (2) in person visits this phase) to review regular design progress and identified issues, and general coordination with the Client and Client's Other Consultants.

7. Regular correspondence with Client and Construction Manager, overall project design team management, coordination and administration as required by the work.

Bidding / Permitting Phase Services:

1. Submit to the local AHJ for a general building permit. Includes coordination of KZF's documents for submittal, preparing general building permit applications, and providing signed, sealed document sets to the AHJ. Includes communication with the AHJ regularly to review permit status. Subsequently, make revisions to the construction documents to address building department plan reviews comments related to KZF prepared documents in order to obtain final permit approval, and facilitate permit resubmittals.
2. Assist the Clients Purchasing Department during the procurement phase including addressing questions and providing clarifications to requests for information received in writing from qualified bidders during bidding process, issuing addenda and clarifications during bidding phase activities related to KZF's project scope for distribution to bidders, attendance at one pre-bid meeting (in person), review of submitted bids.
3. Regular correspondence with Client, overall project design team management, coordination and administration as required by the work.

Construction Phase Services:

1. Participate in one (1) project pre-construction kick-off meeting (in person) to discuss project schedule, submittals / RFI's process, etc. with construction team.
2. General architect and engineer project administration services during Construction Phase including preparations of supplemental documentations / clarifications as determined to be necessary by KZF for clarification of the construction documents during construction activities.
3. Review contractor product submittals / shop drawings as required by the construction documents for components designed by KZF.
4. Interpretations, decisions and / or responses to GC's reasonable request for information during construction phase.
5. Perform up to twenty four (24) site observation visits during project construction for general familiarization with the installed work (presumed to be twice per month). During the noted site observation visits, KZF Team will also review and certify Contractor payment applications, and attend the regular construction meeting which coincides with the scheduled visit. Twice monthly observation visits are presumed to coincide regular, Owner-Architect-Contractor meetings.
6. Perform one (1) "punch-list" site observation visit, and prepare and submit to the Client a report of deficient items identified related to the architectural, interiors, MEP, civil, and structural systems.
7. Review and certification of Contractor payment applications presumed to occur during regularly scheduled site observation visits.
8. Regular correspondence with Client and GC, internal project design team management, coordination and administration as required by the work.

Items Not Included In Basic Services – Exclusions & Clarifications

1. Traffic studies or reports which may be required by the local authorities having jurisdiction.
2. Deep foundations or non-standard / unconventional foundation design or document services.
3. Site retaining wall structural design and / or documents
4. Any identified environmental remediation services which may be required by any AHJ (i.e. “blue line” stream, wetlands, protected species, etc.)
5. Radon mitigation systems design or documents
6. Detailed inventorying / surveying of existing equipment or furnishings.
7. Relocation, modification or upgrading of any public utilities, roadways, or similar infrastructure is not included, except the relocation / capping of existing water extension currently on site.
8. Re-platting, easement creation, access agreement or other similar civil engineering services.
9. Zoning negotiations, attendance at meeting(s) / hearings, and / or variance approval processes, unless specifically noted otherwise herein.
10. Building or zoning code variance approval procedures.
11. Renderings, models or similar presentation documents unless specifically noted otherwise herein. As part of our Basic Services, KZF Design proposes to prepare our designs and documents in Revit software, which facilitates the production of basic 3D images of the building’s exterior elevations for diagrammatic use during design activities. Detailed renderings, animations or other or similar detailed 3D deliverables are not included, however can be provided as requested for an additional fee.
12. Interior design, specifically related to the design, documentation, specification of, or procurement of (ordering, administration, monitoring, delivery coordination, installation oversight, move coordination, or punch list) for new fixtures, systems furniture, seating, miscellaneous furnishings, or equipment.
13. Development of enhanced interior signage, graphics elements, artwork or environmental branding design, details or selections
14. Enhanced energy modeling.
15. Preparation of additional design iterations or deliverables in excess of those listed herein.
16. Fire protection system (sprinkler) design and / or document services.
17. Fire pump and / or ancillary systems design and / or document services if required.
18. Life safety peer review services related to facility storm shelter, if required.
19. Computer / Data / Telephone / Telecom / Audio-Video / CCTV / Security / Access Control / Specialty and / or Emergency Communications systems design and documents. Basic Service scope includes documentation of infrastructure (junction boxes, conduit or similar) for these systems which are presumed to be designed in either a design-build delivery system by a sub-contractor to the GC or by any Other Consultant contracted directly to the Client.
20. LEED: LEED administrative, calculations, studies, models, submittals or approvals
21. Attendance at additional meetings, presentations, and / or open houses not specifically defined herein, or in excess of those noted herein.
22. Value engineering services for major systems (structural and / or MEP) after the completion of the Schematic Design Phase services.
23. Value engineering services for general elements (non-major systems) after the completion of the Design Development Phase services.

24. Preparation of construction phasing plans or alternate bid packages.
25. Permits: This proposal does not include the cost of any required building or zoning plan review fees, impact fees, permits, certificates or approvals.
26. Bidding Phase services related to analysis of substitutions / alternates, administration of bidders, and/or assistance with construction contract award.
27. Revisions to the deliverables inconsistent with previous instructions or approvals by the Client, and/or resultant to Client's (or client's Consultants) failure to render decisions in a timely manner.
28. Additional site observation visits in excess of those noted as included in the Basic Services
29. Administration of project change orders necessary due to Client / Contractor / unforeseen conditions project scope revisions / changes.
30. Quality control testing or special inspections and related reports or documentation which may be required by the AHJ and / or local codes.
31. Project start-up or commissioning procedures, services or reports or preparation of operations manuals, vendor data, warranty information or similar
32. Prepare / Provide final documents including "as-built" information in electronic format.
33. Any significant modification to the project budget (increase or decrease) greater than 5% will require additional service (for increased budget / cost) of a fee reduction (for reduced budget / cost). Increase or decrease shall be proportional to the Basic Service Fee as related to the budget stated in this proposal.
34. Additional administrative time / costs due to the extension of project delivery schedule (design or construction) beyond that noted herein.
35. Consultation or recommendations related to repair / replacement of work (existing or new) damaged or incorrectly installed during construction.

Basic Service Fees

Program Verification Phase Services:	\$15,000.00 (Stipulated Sum)
Schematic Design Phase Services:	\$115,000.00 (Stipulated Sum)
Design Development Phase Services:	\$105,000.00 (Stipulated Sum)
Construction Document Phase Services:	\$255,000.00 (Stipulated Sum)
Bidding / Permitting Phase Services:	\$30,000.00 (Stipulated Sum)
<u>Construction Phase Services:</u>	<u>\$90,000.00 (Stipulated Sum)</u>
Total Basic Service Fees:	\$610,000.00 (Stipulated Sum)

Additional Services

The scope of services listed above is expected to be sufficient to complete the identified phase(s) of the project. If in the course of developing the project other services are required or a modification to the scope of services identified above is necessary, KZF Design will submit a proposal for additional services. Whenever possible, the change in service will be identified prior to the performance of the service, and we will obtain Clients written approval prior to proceeding. However, if it is necessary to keep the project on schedule, KZF may proceed with additional services based on Client's email authorization of the change in scope only.

Any Basic Service time required in excess of any noted Allowances will be billed on an hourly basis upon written authorization. Hourly rates per the attached Hourly Rate Schedule.

Client Provided Items

KZF requires that the following items be provided in a timely manner in order to complete the scope of services as defined herein per the noted schedule.

1. Current site topographic survey and plat documents for proposed site.
2. General program information as required by KZF for the proposed functions to be housed in the proposed project.
3. Detailed information including specifications, design requirements / criteria and coordination for specialized equipment to be housed in the proposed project.
4. Furnishings, interior art selection, interior signage and graphics design and / or documents
5. Access to the project site for review and observation of conditions
6. Fire sprinkler system engineering design and documents as required by project (to be provided by the selected Fire Suppression System Sub-Contractor).
7. Computer / Data / Telephone / Telecom / Audio-Video / CCTV / Security / Access Control / Specialty and / or Emergency Communications systems design, and documents as required by project.
8. "Front end" general conditions / requirements, and / or procurement specifications for inclusion in Project Manuals issued to bidders.
9. Budget resolution at the end of each Basic Service Phase (approve, raise budget, reduce scope) prior to authorizing commencement of subsequent phase.
10. Traffic, environmental or other similar investigations / reports which may be required.
11. Project budget clearly defining hard and soft cost expectations for each project.

Proposed Terms and Conditions:

KZF shall invoice every four weeks for the amounts due for professional services rendered and expenses incurred. In addition to the compensation for professional services, KZF shall be reimbursed for out-of-pocket expenses at cost plus a 10% administrative fee. Reimbursables expenses shall include cost of printing, plotting, and travel. Client shall pay KZF the full amount due within 15 days of receipt of invoice. All past due amounts shall bear interest at the rate of one and one-half percent (1-1/2%) per month compounded monthly after thirty days. KZF Design reserves the right to suspend services and / or not issue documents for permit approvals if the Clients account is past due.

The Client agrees that to the fullest extent permitted by law, KZF's total liability to the Client for any and all injuries, claims, losses, expenses, damages, arising out of this Agreement from any cause or causes shall not exceed \$2,000,000 aggregate / \$1,000,000 per occurrence from KZF's standard professional liability and commercial general insurance coverages for this project. Upon request, KZF will provide a standard ACORD statement of KZF's policy limits for this project, including the Client as an additional insured on the policy, which will be maintained for the duration of the project design and construction.

It is recognized that KZF does not have control over the cost of labor, materials or equipment, over a Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, KZF cannot and does not warrant or represent that bids or negotiated prices will not vary from any Opinion of Probable Construction Cost or evaluation prepared or agreed to by KZF.

Thank you for the opportunity to offer these services to the City of Charleston, WV. If the terms and conditions stated herein are acceptable, KZF requests that a final professional services agreement, based on AIA Standard Contracts, will be executed with the Client, with this proposal and its attachments included for reference.

Sincerely,
KZF Design Inc.



Scott F. Csendes, A.I.A., P.M.P.
Vice President – Director, Civic and Public Safety Division

APPROVED AND ACCEPTED

This _____ day of _____, 2024

Client: _____

By: _____

Title: _____

2024 Hourly Rate Schedule

3/20/2024

Category	Rate
Architect Level 1	\$150
Architect Level 2	\$170
Architect Level 3	\$220
Civil Designer Level 1	\$150
Civil Designer Level 2	\$160
Civil Engineer Level 3	\$220
Clerical	\$110
Construction Administrator	\$210
Designer Level 1	\$110
Designer Level 2	\$140
Designer Level 3	\$170
Designer Level 4	\$180
Electrical Designer 1	\$120
Electrical Designer 2	\$150
Electrical Designer 3	\$160
Electrical Engineer Level 1	\$190
Electrical Engineer Level 3	\$290
Interior Designer Level 1	\$110
Interior Designer Level 3	\$200
Mechanical Designer Level 2	\$150
Mechanical Engineer Level 2	\$190
Mechanical Engineer Level 3	\$240
Planner Level 1	\$110
Planner Level 3	\$210
Landscape Architect Level 3	\$240
Principal	\$360
Project Manager Level 1	\$160
Project Manager Level 2	\$210
Project Manager Level 3	\$240
Structural Designer Level 1	\$110
Structural Designer Level 2	\$120
Structural Designer Level 3	\$130
Structural Engineer Level 2	\$180
Structural Engineer Level 3	\$220

Resolution No. 971-24

Introduced in Council:

Adopted by Council:

May 20, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 971-24 - Authorizing the Mayor or City Manager to enter into a contract with The Thrasher Group, Inc. for phase one of the renovation project of the Charleston Fire Department's eight fire stations, with this phase including a condition assessment and creation of base plans for each station.

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 The Thrasher Group, Inc. for phase one of the renovation project of the Charleston Fire Department's eight fire stations, with this phase including a condition assessment and creation of base plans for each station.

May 17, 2024

Mr. Ben Mishoe, City Manager
City of Charleston
501 Virginia Street East, Room 101
Charleston, WV 25301

RE: City of Charleston Fire Stations – Phase I Services

Dear Mr. Mishoe,

The Thrasher Group, Inc. (Thrasher) is pleased to provide a proposal for City of Charleston services related to the above-mentioned project (“Proposal”). The following details our Proposal for the Project Understanding, Scope of Work, Clarifications, Schedule, and Fees & Payment.

A. PROJECT UNDERSTANDING:

The Charleston Fire Department currently has eight stations in daily operation. The facilities vary in age and are in various stages of restoration or modernization. The focus of the initial phase of this work will be to develop the programmatic requirements for the desired renovations, improvements, and modernization to support the current and future needs of the City of Charleston Fire Department. Once this initial phase is complete recommendations will be discussed with City stakeholders to determine the scope of renovations to be undertaken at each station.

B. SCOPE OF SERVICES:

The initial scope of services will include the TASKS outlined below. Once scope is determined for each station a supplemental proposal will be provided to professional services necessary for Design, Bidding and Construction Administration services for the selected projects to be completed at each station.

TASK 1: Prepare CADD base plans of each station

CADD base plans will be prepared of each station to be used as part of the initial building evaluations and scoping discussions. Once final scope is determined for each station these plans will be used as the basis for the development of construction documents for bidding and construction of the work.

- Prepare CADD base plans of Stations 1,2,3,4 & 8 from existing PDF plans provided.
- Prepare CADD base plans of Stations 5,6 & 7 from onsite measure up (assume the layouts of all three stations are similar so only one station will be field measured in detail)
- Verification of base plans during site visits.

TASK 2: Existing Facility Site Visits/ Firematic Evaluation.

- Kick off meeting with stakeholders prior to onsite building visits to discuss expectations for the overall project and outcomes/hopes for each station. Discuss areas of specific concern or focus at each location.
- Review existing documentation including any previously issued condition reports.
- Perform site visits at eight (8) fire stations.

- Verify existing plan layout, and general visual observation and photographic documentation of existing conditions in areas of specific concern or focus as identified in kick off meeting.
- Identify existing deficiencies as related to firefighter operations per Building Code, OSHA and NFPA guidelines and standards.
- Will require access to all interior fire station rooms/spaces at the days/times of all coordinated visits. Access will be prearranged prior to each day's visits to assure remobilization to any stations will not be required.

TASK 3: Existing Facility Firematic Assessment Reports/ Scoping Review.

- Firematic/firefighter spaces assessments for eight (8) fire stations.
- Recommended corrective actions will include a review of Health and Safety per NFPA 1550 and 1851 along with the OSHA Consensus Standard and General Duty Clause for worker safety.
- Verified base plans of eight (8) stations for scoping discussion.
- Scoping discussion - meeting with City stakeholders to discuss findings and recommendations to determine the scope of renovations to be undertaken at each station.

C. DELIVERABLES:

A letter form Firematic Assessment Report will be prepared for each station and will include recommendations for corrective action for any deficiencies that are observed.

CADD base plans of each station will be included in the reports and will be utilized for developing work scope to be completed in Phase II.

Scoping summary outlining renovations to be undertaken at each of the eight (8) stations. This will be the basis of the Phase II work scope.

D. CLARIFICATIONS:

The condition assessments will be based on walkthrough visual survey of the existing conditions of the facility, as well as interviews with on-site staff and record documentation which has been obtained via our research or provided by the City of Charleston. During our site walkthrough, our field observer(s) will survey the general physical condition of the subject property & structure, observed material systems and components, and identified material physical deficiencies based on visual survey. Testing or preparing calculations of any system or component to determine adequacy, capacity, or compliance with any standard is outside the scope of this report.

Hazardous materials sampling and is not included in this proposal but can be provided as an additional service if required.

E. SCHEDULE:

We are ready to begin work immediately following the acceptance of this proposal. The work of this proposal should take approximately one month based upon your ability to respond to our work product and delays that may be introduced by outside agencies. Timely receipt of technical documents, design criteria and approvals from others are necessary to accomplish our design work within the suggested schedule.

F. FEES & PAYMENT TERMS:

We propose to provide the above outlined services as noted below:

TASK 1	\$ 9,100.00
TASK 2	\$21,250.00
TASK 3	<u>\$13,500.00</u>
TOTAL	\$43,850.00

The lump sum fee for each TASK will be billed monthly based on percent complete.

Preparation of Rough Order of Magnitude (ROM) Costs are not included in the Fee's noted above. We anticipate ROM costs will be prepared once concept designs are developed at the start of the next work phase. ROM costs will be based on general square foot takeoffs and lump sum fee costs depending on the deficiency involved and the ability to assess and assign initial order of magnitude cost estimates.

Reimbursable expenses including travel, printing, postage, and reproduction will be billed at 1.1 times actual cost. For this proposal scope, our estimate of reimbursable costs is expected to not exceed \$3,750. Project will be invoiced monthly throughout the course of the project. Work outside of this scope as defined above can be negotiated as a lump sum or can be billed on an hourly basis per the attached hourly rate schedule.

Thrasher appreciates and is excited about the opportunity to work on this Project. If you have any questions or need additional information, please contact me at 304-624-4108 or at mbreaky@thethrashergroup.com. If this proposal is acceptable, please sign below and return a copy to my attention.

Sincerely,
THE THRASHER GROUP, INC.


Matthew S. Breaky, AIA, LEED AP
Senior Project Manager

ACCEPTANCE:

On this _____ day of _____, 2024, the below signed and thereby accepts and agrees to this Proposal, and the Terms and Conditions attached hereto are incorporated herein by reference as if fully set forth herein, from The Thrasher Group, Inc. **By signing below, you are creating a valid and binding contract between The Thrasher Group, Inc. and the City of Charleston upon the terms and conditions of this Proposal and the Terms and Conditions attached hereto and made a part hereof.**

By:

Signature

Name and Title

TERMS AND CONDITIONS

The terms and conditions set forth below “Terms and Conditions” are part of the Proposal which these are attached thereto and are included in said Proposal as if fully restated therein. The services set forth in the Proposal (“Services”) shall be performed pursuant to the Offer to Perform Services, as defined herein.

Parties: “Thrasher” means The Thrasher Group, Inc. “Client” means City of Charleston and your successions or assigns.

Generally: These Terms and Conditions govern the parties' duties, obligations, and relationship with respect to the Proposal submitted by Thrasher to Client for the Services described in the Proposal. These Terms and Conditions apply in addition to any and all descriptions, specifications, prices, terms, covenants, conditions, or other items set forth in the Proposal itself (as used herein, the term "Offer to Perform Services" shall refer to, collectively, these Terms and Conditions and the Proposal).

This Offer to Perform Services constitutes an offer by Thrasher to provide the Services set forth in the Proposal to Client upon the terms and conditions contained in the Proposal and these Terms and Conditions. Client's acceptance of this offer is limited to this Offer to Perform Services. Thrasher expressly rejects any additional, different, or varying terms proposed by Client.

This Offer to Perform Services constitutes the final written expression of the terms between Thrasher and Client regarding the Services and is the complete and exclusive statement of those terms. Any terms, conditions, negotiations, or understandings between the parties that are not contained herein shall have no force or effect unless in writing and signed by Thrasher, expressly stating in writing Thrasher's intent to modify this Offer to Perform Services. Said writing modifying the Offer to Perform Services must be signed by Thrasher to be effective.

Modification: Any modification, alteration or deviation from the terms and conditions set forth in the Offer to Perform Services may involve extra costs, and such costs will become a charge over and above the amount set forth in the Offer to Perform Services. A written change order is the proper manner in which to alter the terms of this Offer to Perform Services between the parties. However, it is understood that written change orders are not always completed. Client shall be responsible for paying the additional cost of such change orders regardless of whether they are made in writing.

Period of Performance: Services provided under this Offer to Perform Services are proposed to be completed within a reasonable amount of time from execution of this Offer to Perform Services by Client unless a separate schedule is attached. Thrasher shall be the sole determiner of what is a reasonable amount of time to perform the Services.

Payment: Client will be billed no less frequently than monthly, but may be billed bi-weekly, for Services provided under Offer to Perform Services. Invoices shall be paid within thirty (30) days of the date of the invoice. Client agrees to pay a 1.5% per month interest after thirty (30) days from the date of the invoice. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within seven (7) days of the date of the invoice. If Client fails to raise any questions or issues regarding any invoiced items within fourteen (14) days of the date of the invoice, the invoice is deemed approved by the Client in all respects and Client forfeits any right to dispute the invoice or any charge thereon.

In the event of nonpayment of the account within thirty (30) days after the invoice date, Thrasher shall have the right, but not the obligation, to suspend all Services immediately until the account is paid in full. Thrasher may, after giving one days written notice to Client, suspend services under the terms of the Offer to Perform Services until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Thrasher for any such suspension taken in accordance with this paragraph. A notice of suspension, pursuant to this provision, shall be sufficient if sent via email.

In the event an account is greater than sixty (60) days past due, then Thrasher has the right, but not the obligation, to terminate all Services set forth in the Offer to Perform Services and pursue any and all legal methods of collection. Nothing in this provision shall be deemed to limit or exclude any right that Thrasher has, or may have, against Client.

Existing Information and Subsurface Conditions: Client will provide Thrasher with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities, or structures, all upon which Thrasher can rely. If the subsurface conditions are different than Thrasher expects the subsurface conditions to be, Thrasher may charge additional costs, fees, expenses, and other amounts incurred by Thrasher to be able to perform the Services.

Limitations on Liability: Thrasher's liability, and the liability of Thrasher's employees, shareholders, directors, officers, board members, subcontractors, and sub-subcontractors to the Client for damages arising from Services provided or from the Offer to Perform Services shall be limited for any and all claims, losses, costs, damages, and expenses including attorney's fees and cost for

expert witness fees to the Thrasher's total fee for Services received under this Offer to Perform Services.

Insurance: Thrasher shall maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which Client has an insurable interest. Client and Thrasher waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Unless otherwise set forth specifically in the Offer to Perform Services, Thrasher shall maintain the following types and amounts of insurance, at a minimum, during the performance of the Services and shall provide certificates of insurance evidencing its coverage, prior to starting the performance of Services, if requested in writing from Client.

- a) Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage;
- b) Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000;
- c) Automobile Liability Insurance with annual aggregate limits of \$1,000,000; and
- d) Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate on a claims-made basis.

Mediation: Prior to any litigation, arbitration, or other proceeding, Client and Thrasher shall attempt to mediate any dispute arising from services provided under this Offer to Perform Services. The American Arbitration Association will conduct the mediation, unless otherwise agreed. Client and Thrasher will equally share all fees and costs of mediation.

Suspension: Thrasher may suspend performing Services under this Offer to Perform Services for any reason or no reason upon seven (7) days written notice, or may suspend performing Services under this Offer to Perform Services for cause (including but not limited to any breach or violation of the Offer to Perform Services by Client) with no notice. Client shall remain responsible and be required to pay all fees earned by Thrasher up to the suspension of Services by Thrasher, plus any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly suspending of Services.

Termination: Client or Thrasher may terminate this Offer to Perform Services for convenience by giving fourteen (14) days written notice, or may terminate this Offer to Perform Services for cause by giving seven (7) days written notice. If this Offer to Perform Services is terminated by Client, Client shall pay Thrasher, in addition to any and all compensation due under this Offer to Perform Services, any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly terminating Services.

Full and Final Agreement: This Offer to Perform Services is the full and final agreement between Client and Thrasher, supersedes any prior agreements, and may not be modified except by in writing executed by both Client and Thrasher, except to the extent the Modification section of these Terms and Conditions is applicable. Should no action be taken by Client within ninety (90) days of the date of submission, this Offer to Perform Services shall be considered null and void.

Attorney's Fees and Costs: In the event Thrasher is required to hire legal counsel to enforce any of the terms or conditions of this Offer to Perform Services, it shall be entitled to recover reasonable and necessary attorney's fees and litigation expenses (whether or not litigation is actually commenced) associated with the enforcement of this Offer to Perform Services.

Indemnification: Subject to limitations of liability set forth in the Limitations on Liability section, Thrasher agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage or liability to the extent caused by Thrasher's negligent acts, errors, or omissions in the performance of professional services under this Offer to Perform Services.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Thrasher harmless from damage or liability to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable and arising from the Project that is the subject of this Offer to Perform Services.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

The limitation, indemnification and waiver obligations under this Indemnification section shall survive termination or expiration of this Offer to Perform Services.

Standard of Care: Thrasher shall provide its' Services pursuant to the Offer to Perform Services in accordance with current, accepted professional standards, appropriate for the size, complexity, schedule, and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Offer to Perform Services, Thrasher makes no express or implied warranty of any type, kind, or nature. All warranties including warranty or merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Acceptance: Upon reviewing this Offer to Perform Services, should Client find all matters satisfactory, this Offer to Perform Services shall be considered a binding contract which shall be signed by authorized representatives of Client and Thrasher. Signing and returning this Offer to Perform Services creates a valid and binding contract and shall be considered as an authorization to proceed for Thrasher to commence work on the Project and constitutes acceptance of all terms, covenants, conditions, obligations, and requirements contained in the Offer to Perform Services without modification, addition, or deletion. Further, Client shall be deemed to have made an unqualified acceptance of this Offer to Perform Services upon their earliest of:

- a) Thrasher's receipt of this Offer to Perform Services, signed by Client; or
- b) any other event constituting acceptance under applicable law.

Independent Contractor: Thrasher is and shall remain an independent contractor and neither Thrasher nor any of its employees or agents shall be considered an employee of Client and vice versa.

Force Majeure: Thrasher shall not be responsible for default hereunder where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, pandemics, insurrection, riot, flood, earthquake, fire, labor disturbance, operation of statutes, laws, rules or rulings of any court or government, or any other cause beyond Thrasher's control.

Notice: Each notice, request, demand, or other communication ("Notice") by either party to the other pursuant to the Offer to Perform Services shall be in writing, and, except for routine documentation and correspondence, shall be (a) personally delivered; (b) sent by an overnight commercial courier, charges prepaid; or (c) sent by email (but such electronic communication must be either (i) acknowledged by the recipient (a read receipt received by the sender is sufficient acknowledgment); or (ii) confirmed by sending a copy thereof to the other party by overnight commercial courier no later than the following business day), addressed to the principal office of the receiving party (attention: President or the Project Manager of the Project) set forth on the Offer to Perform Services or to such other address as such party shall have communicated to the other party in accordance with this section. Any Notice shall be deemed to have been given when personally delivered, on the first business day after sending when sent by facsimile or email (or when acknowledged by the recipient if sooner), or on the first business day following the date of sending by overnight commercial courier.

Survival: All obligations prior to the termination of the Offer to Perform Services and all provisions of the Offer to Perform Services allocating responsibility or liability between Thrasher and Client shall survive termination of the Offer to Perform Services.

Remedies Cumulative: Thrasher's remedies specified herein are cumulative and not exclusive of any other remedies available to Thrasher at law or equity. The unenforceability or invalidity of any provision of this Offer to Perform Services shall not affect the validity and enforceability of the remainder of this Offer to Perform Services. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Offer to Perform Services or to exercise any right or remedy as provided in this Offer to Perform Services shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

Valid Contract Upon Signing: The terms and conditions in this Offer to Perform Services are the complete agreement between Thrasher and the Client and upon the signing of the Proposal portion of this Offer to Perform Services by Thrasher and Client, the parties have entered into a valid and binding contract which shall be controlled by this Offer to Perform Services.

Hazardous Materials:

- a) If Thrasher encounters hazardous materials, or pollutants in the performance of the Services that pose unanticipated risks, the Proposal and Thrasher's compensation and time of performance will be reconsidered and this Offer to Perform Services shall immediately become subject to renegotiation or termination, at Thrasher's option. If this Offer to Perform Services is so terminated, Client shall pay Thrasher for its fees and charges incurred to the date of such termination, including, if applicable, any additional costs, fees, expenses, or charges incurred in demobilizing.
- b) Unless specifically listed in the Proposal, the Services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB'S), radon gas, or any airborne pollutants and all other hazardous materials.
- c) If samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Thrasher shall, after completion of testing, return such samples or materials to Client, who shall be responsible for properly disposing of such samples and materials in accordance with applicable laws, at its own cost. Client recognizes and agrees that Thrasher will at no time assume the ownership or control of such substances, waste, materials, or constituents.

- d) Client acknowledges that, prior to commencing the Services, Thrasher has had no role in generating, treating, storing, transporting, or disposing of waste materials which may be present at the site and Thrasher has not benefited from the processes that produced any such waste materials. It is understood and agreed that Thrasher is not and has no responsibility as a generator or operator, or as a storage, treatment, transport, or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the site. The Services shall not include directly or indirectly arranging for the treatment, storage, transport, or disposal of waste materials or pollutants, on or offsite.
- e) Thrasher shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes. Client shall indemnify, defend, and hold harmless Thrasher for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).

Client Responsibilities: Client, at its own expense, shall:

- a) Provide Thrasher with all criteria and information necessary for Thrasher to comply with the Services and Offer to Perform Services, as the same may be amended or modified from time to time, and any requirements of the Project;
- b) Provide Thrasher all information, documents, and assistance necessary or reasonably requested by Thrasher to enable performance of the Services in a timely manner, all which Thrasher shall be entitled to rely upon without independent verification;
- c) Make decisions, provide approvals, and obtain all necessary authorizations, licenses, and permits required to permit the timely performance of the Services;
- d) Notify Thrasher if Client becomes aware of any matter that may change the scope, timing, order, or complexity of the Services;
- e) Act reasonably, professionally, and in good faith in all respects in connection with this Agreement;
- f) Furnish Thrasher with copies of all existing data, reports, surveys, plans, and other materials and information, within Client's possession required for the Project or the performance of the Services, all which Thrasher may use and rely upon in performing the Services;
- g) Arrange for access to and make all provisions for Thrasher to enter upon public and private property as required for Thrasher to perform the Services;
- h) Describe the activities which were conducted at the site by Client or by any person or entity which would relate to the Project and identify by name, quantity, location, and date any releases of hazardous substances or pollutants, if any;
- i) Provide prompt notice to Thrasher whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the Services or any alleged defect in the Services;
- j) Designate an individual or individuals to act as Client's representative(s) with respect to the Services who shall each have complete authority to transmit instructions, receive information, and interpret and define Client's requirements, decisions, policies, drawings, plans, surveys, data, and reports;
- k) Assume responsibility for personal injuries and property damage caused by Thrasher's interference with subterranean structures such as pipes, tanks, and utility lines that are not disclosed to or are not accurately disclosed to Thrasher by Client in advance of commencement of the Services; and
- l) To the extent required by law, report promptly all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

Waiver: Client waives any and all claims against Thrasher for incidental special, indirect, or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages, or business interruption type damages arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability), or otherwise and no matter how claimed, computed or characterized. Both Client and Thrasher waive the right to trial by jury in any legal proceedings relating to this Agreement.

Confidentiality: Each Party will keep confidential all confidential information disclosed to it by the other party; provided that either Party may disclose confidential information to those persons who need to know such information for purposes that relate to the performance of the Services. Except as specifically provided herein, neither Party will acquire any right, title, or interest in or to the confidential information of the other Party.

Exclusivity: Information, work product, reports, or deliverables provided by Thrasher to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged.

Governing Law, Jurisdiction, and Venue: This Offer to Perform Services will be interpreted and construed in accordance with the internal laws of the State of West Virginia without giving effect to its principles of conflicts of laws. Any suit or action regarding this Offer to Perform Services shall be heard in Harrison County, West Virginia, in either the State or Federal Court located therein. The Client hereby waives any claim to forum non conveniens, or any similar claim or assertion. Client agrees that the locations and courts set forth herein are not a forum non conveniens for the Client and this provision is reasonable in all respects.

Use of Documents:

- a) All documents are instruments of service, and Thrasher shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Thrasher) whether or not the Project is completed.
- b) If Thrasher is required to prepare or furnish drawings or specifications under this Offer to Perform Services, Thrasher shall deliver to Client at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- c) Client may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Thrasher grants Client a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Thrasher of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Thrasher, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Thrasher; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Thrasher, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Thrasher or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless Thrasher and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, Including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Thrasher; and (4) such limited license to Client shall not create any rights in third parties, provided, however, that in the event of any assignment for the benefit of Client's construction lender, such lender or successor shall be entitled to assume Client's license to such documents subject to the other terms and conditions contained in this Section.
- d) If Thrasher at Client's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Thrasher at rates or in an amount to be agreed upon by Client and Thrasher.

Electronic Transmittals:

- a) Client and Thrasher may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreed protocol.
- b) If this Offer to Perform Services does not establish protocols for electronic or digital transmittals, then Client and Thrasher shall jointly develop such protocols.
- c) When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Sales or Use Taxes: If any governmental entity, has already done so or does so in the future, takes a legislative action that imposes sales tax, additional sales or use taxes on Thrasher's services or compensation under this Offer to Perform Services or any related, associated or other services of any type, then Thrasher may invoice such additional sales or uses taxes for reimbursement by Client. Client shall reimburse Thrasher for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Thrasher is entitled under this Offer to Perform Services.

Resolution No. 972-24

Introduced in Council:

May 20, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 972-24 – Authorizing the Mayor or City Manager to purchase a total of twenty model year 2025 Ford Interceptors from Stephens Auto Group, including seventeen for the Charleston Police Department and three for the Charleston Fire Department, at a price of \$44,143.00 each pursuant to 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 purchase a total of twenty model year 2025 Ford Interceptors from Stephens Auto Group, including seventeen for the Charleston Police Department and three for the Charleston Fire Department, at a price of \$44,143.00 each pursuant to a competitive bid process.

Status: Advertised | Bids: 0

Withdraw Advertisement More



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 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

Edit

Click here to disable Q & A notifications for this solicitation.

2024-22 CPD/CFD PPV Interceptor Vehicles

05/07/2024 10:00 AM EDT

Summary: The City of Charleston on behalf of Charleston Police & Fire Departments, is seeking bids for the purchase of PPV Ford Interceptor vehicles (or equal). The following should be an outline of service components and installation requirements. The completed vehicles should be turn-key, including all vendor provided equipment and materials, and fully operable at delivery per the bid specification.

yes

yes

Yes

Yes

No

No

Edit

23

11



endor

1.3

1.3

1.3

Q & A

Edit

Print

Deadline

04/26/2024 03:00 PM EDT

Remarks

No questions have been asked.

ATTACHMENT LIST

Edit

More

Order	Name	Description
1	2024-22 CPD-CFD PPV.pdf (109 KB)	
2	2024-22 Exhibit A.pdf (258 KB)	
3	INFORMATION FOR BIDDERS.pdf (166 KB)	
4	Terms and Conditions.pdf (149 KB)	
5	Purchasing Affidavit.pdf (272 KB)	
6	Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB)	OPTIONAL
6 Attachments		

ADDENDUM ACKNOWLEDGMENT

Edit

More

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

Addendum Number:*

Date of Acknowledgment:*

EXCEPTIONS AND DEVIATIONS

Edit More

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:

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

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 CPD- PPV Vehicles (silver)

17.00

x

x

x

2 CFD- PPV Vehicles (white)

3.00

x

x

x

2 Items

\$44,143.⁰⁰ Each
\$44,143.⁰⁰ Each

Silver 17- \$750,431.⁰⁰
White 3- \$132,429.⁰⁰
Total 20 \$882,860.⁰⁰

BID AND PROPOSAL FORM (3 OF 3)

- ✓ 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: *M. W. Ballard* Title: *Fleet Manager*

Date: *4-22-24*

Company Name: *Stephens Auto Center*

Address: *Po Box 278 Danville, WV 25053*

Telephone Number: *304-369-2411* Fax Number: *304-369-2490*

Email Address: *mballard@stephensauto.com*

▫ LIST OF STOCKHOLDERS

Edit More

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:

Stockholder Address:

Richard Stephens	115 Potterfield Dr.	Charleston, WV	25314
Mike Ballard	141 Franklin Ave	Madison, WV	25130
Paula Ballard	141 Franklin Ave	Madison, WV	25130
Chase Barton	140 Ingersoll Dr.	Oak Hill, WV	25901

▫ VENDOR PROTESTS

Edit More

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 **City Manager's Office, Attention: Benjamin Mishoe501 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: *M. W. Ballard*

Date: *4-22-24*

Required Document List

Edit More

Name	Description	Omission Terms
Cashier's Check, Certified Check, or Paper Bid Bond	Please upload a copy of Bidder's Cashier's Che...	I am verifying my bid bond electronically.
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.
3 Required Documents		

Intent

The City of Charleston desires to purchase a **New 2025 Ford Interceptor Police Package Vehicle (or equal)**. No further equipment is being sought by the City of Charleston.

MANDATORY SPECIFICATIONS

The details contained in the following specifications are not designed to exclude any vendor from bidding but are offered as a means of describing the needs of the City of Charleston. The vehicles provided in the bid must be manufacturer specific to Ford (or equal) and equipped with the listed options.

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 City of Charleston. 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 City of Charleston's intended use.

- 1. 2025 Ford Interceptor Police Package vehicle (or equal)**
- 2. Colors: Iconic Silver (17), White (3)**
- 3. Interior: Police Grade Cloth Front/Vinyl Rear Seats**
- 4. Model/Engine: 3.3L V6 Engine Direct Injection FFV AWD**
- 5. Transmission: 10 speed Auto Transmission**
- 6. Optional selected equipment:**
 - 6.1 Spot Lamp: Driver Side LED**
 - 6.2 Rear Door Inoperable**
 - 6.3 Deflector Plate**
 - 6.4 Front License Plate Bracket**
- 7. All other standard equipment included per Ford manufacturer. Exhibit A included in bid packet documents.**

8. Warranty: Manufacturer's warranty shall apply.

2025 POLICE INTERCEPTOR UTILITY POLICE INTERCEPTOR MAJOR PRODUCT CHANGES

PROPRIETARY

Unique Police Interceptor Utility Features Include:

MODEL/SERIES/AVAILABILITY

- 3 Available Models
 - 3.3L V6 Direct-Injection Hybrid Engine System (AWD)
 - 3.3L V6 Direct-Injection FFV AWD
 - 3.0L V6 EcoBoost® AWD
- 1 Available Series
 - 500A

MECHANICAL

- 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System – Standard (Hybrid technology is optimal for performance and long days spent idling on the job)
- AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds
- Lithium-Ion Battery Pack
- Manual Police Pursuit Mode (Steering Wheel Switch Execution)
- Brakes – Police calibrated high-performance regenerative braking system
- 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
- Brake Rotors – large mass for high thermal capacity and calipers with large swept area.
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- DC/DC converter – 220-Amp (in lieu of alternator)
- ★ H8 AGM Battery (Standard; 850 CCA/92-amp)
- Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Idle Hour Meter
- Engine Hour Meter
- Powertrain mounts – Heavy-Duty
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks
- Note: Includes Class III Trailer Tow Lighting Package
- Wheels
 - Heavy-duty steel, vented with center cap
 - Full size spare tire w/TPMS
- 50-State Emissions System

INTERIOR FEATURES

- Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area
- Column Shifter
- Seats
 - Front – Police grade cloth – 6-way power-adjustable Manual lumbar, seatback foam designed to comfortably accommodate a utility belt
 - Built-in steel intrusion plates in both front-seatbacks
 - 2nd Row – Police grade vinyl, offers easy care for cleaning
- Flooring – Heavy-Duty vinyl; offers ease of cleaning and long-term durability
- Speedometer – Certified, digital readout in message center and analog gauge
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

POLICE UPFIT FRIENDLY

- Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)
- Console mounting plate
- Dash pass-thru opening for aftermarket wiring
- Headliner – Easy to service
- Integrated LED police flashers (available)
- Two (2) 50-amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard).

TECHNOLOGY

- 12.1" Integrated Computer Screen (Available; includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area)

TECHNOLOGY (continued)

- Police Perimeter Alert (available; detects and analyzes motion in an approximately 270-degree radius on sides and back of vehicle)
- Rear Camera On-Demand
- Rear Auxiliary Liftgate Lights (available; Red/Blue LED Lights; located beneath liftgate glass in applique panel)
- Rear Spoiler Traffic Warning Lights (LED) – Fully integrated in rear spoiler for enhanced visibility; Provides red/blue/amber directional lighting – fully programmable (available)
- Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use)
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert
- Bluetooth® Interface – Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
- Unique Steering Wheel (with 4-remappable latching switches)

SAFETY/SECURITY HIGHLIGHTS

- 75-mph Rear-impact Crash Tested
Note: The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes
- AdvanceTrac® w/RSC® (Roll Stability Control®) police tuned gyroscopic sensors work seamlessly with the ABS
- Ballistic Door-Panels (National Institute of Justice (NIJ) certified to stop Type III, IV, all lesser NIJ rounds, as well as additional special threat rounds) (available)
- Exterior Key Locks – Driver, passenger and liftgate
- Simple Fleet Key (w/o microchip, easy to replace, 4-keys)
- Police Engine Idle feature
- ★ Reverse Sensing

GENERAL

- Underbody deflector plate no longer standard on EcoBoost® models (order 76D)
- Front Headlamp Lighting Solution now includes Red/Blue/White LED Strobes

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.forddealer.com for the most current information.

★ = New for this model year

2025 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

PROPRIETARY

The following items are std. 2025MY POLICE INTERCEPTOR UTILITY vehicle:

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks
- Note: Includes Class III Trailer Tow Lighting Package
- Column Shifter
- DC/DC converter – 220-Amp (In lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- ★ H8 AGM Battery (850CCA/92-amp)
- Lithium-Ion Battery Pack
- ★ Manual Police Pursuit Mode (Steering Wheel Switch Execution)
- Suspension – independent front & rear
- Transmission – 10-speed automatic
- Transmission Oil Cooler

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Daytime Running Lamps – Configurable ON/OFF through instrument cluster
- Note: Select option (942) if desire is to have Daytime Running Lamps permanently on (cannot be turned off or reprogrammed)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
- Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
- Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
- Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
- Note: Must be wired to vehicle's light controller to enable wig-wag functionality, recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Dual Pwr/Heated/Manual Fold Back Mirror
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Liftgate Handle – (MIC)
- Tail lamps – LED
- ★ Tail Lamp Prep Kit
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- ★ Climate Control – Rear Aux A/C System
- ★ Dark Car
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-Illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Heated Sanitization Solution
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
- Mirror – Day/night Rear View
- Particulate Air Filter

INTERIOR/COMFORT (continued)

- Powerpoints – (2) USB A+C Type Ports
- Rear-door closout panels
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way power lumbar)
 - 1st Row – Passenger 4-way Power track with 2-way power recline and 2-way power lumbar
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- ★ Red and White Dome Lamp in Cargo Area
- Speed (Cruise) Control
- ★ Speedometer – New 12.3" Display Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Over Protection Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- ★ BLIS® – Blind Spot Monitoring with Cross-traffic Alert
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- ★ Cross Traffic Brake Assist (HNYAC)
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking
- ★ Pre-Collision Mitigation system
- Note: Includes unique one-touch temporary disable switch for Law Enforcement use
- ★ Rearview Camera viewable on 8" Center Stack Screen
- ★ 1/4 Scale Rear Camera Display (Available)
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- ★ 100 Watt Siren/Speaker Prep Kit
- Speed Control
- Audio
 - AM/FM / MP3 Capable / Clock / 4-speakers
 - SYNC® Phoenix – Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
 - USB Port – (1)
 - 8" Color LCD Screen Center-Stack "Smart Display"
 - Supports Android Auto and Apple CarPlay
- ★ UIS (Upfitter Interface System) Located behind 2nd row passenger seat floorboard
- Easy Fuel® Capless Fuel-Filler
- Fleet Telematics Modem
 - Allows data to be provided to support Ford Pro™ Telematics and Data Services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at 1-833-811-FORD (3673)
- Front door tether straps (driver/passenger)
- ★ PAITRO output tied to liftgate release switch (Police Accessory Independent Timed-Release Output)
- ★ Police Engine Idle
- Power pigtail harness
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- ★ Keyless Entry – Key FOB Only (Less PATS) – Includes 4 fobs

★ = New for this model year

02/08/24

2025 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

PROPRIETARY

FUNCTIONAL (continued)

- Two-way radio pre-wire
- Two (2) 50 - amp battery power circuits - power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers - Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

★ = New for this model year

INFORMATION FOR BIDDERS

- **Local Vendor Preference**

A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. Such as, the vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the city or has a non-delinquent payment plan with the city and has had an active and current business and occupation tax account with the city collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

- (1) A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.
- (2) The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$125,000.

- **Business & Occupation Tax**

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax.

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

- **Paper Bidding**

Electronic bid submission is preferred, but the City will also accept paper bids.

Receipt and Opening of Bids

Sealed bids will be received by the City Manager until **Friday , May 07, 2024, 10:00 a.m.** The bid opening will be held immediately following in the City Manager's office.

Preparation of Bid

Each bid must be submitted in a sealed envelope with the following information marked on the outside: **name of bidder, address, project name, and bid opening date and time.**

For the bid to be considered timely, it must be received by the City Manager's Office located at 501 Virginia Street East, Room 101, Charleston, WV 25301, by the established deadline. Vendors may hand deliver or mail their submissions to the aforementioned address. All documents in bid packet must be signed, dated and notarized where applicable or the bid may be disqualified.

Questions regarding the submission of paper bids should be directed to Jamie Bowles, Purchasing Director, at Jamie.Bowles@cityofcharleston.org or by calling 304-348-8014.

**GENERAL TERMS AND CONDITIONS
FOR
SERVICE AGREEMENTS**

These General Terms and Conditions apply to Service Agreements entered into between the City and Vendor and dominate over any competing terms made a part of the Service Agreement.

1. **DISPUTE RESOLUTION, JURISDICTION AND VENUE** – Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.
2. **NO INDEMNITY** – Any clause requiring the City to indemnify, defend or hold harmless any party is hereby deleted in its entirety. Any language requiring the City to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of the State of West Virginia is deleted.
3. **GOVERNING LAW** – The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the Agreement requiring the City to pay taxes are deleted. As a political subdivision of the State, the City is exempt from Federal, State, and local taxes and will not pay taxes for Vendor or any other party, including individuals, nor will the City file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** – Any references to prepayment are deleted. Payments for goods or services will be in arrears only upon receipt of a proper invoice, detailing the goods or services provided or receipt of the goods or services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.
6. **INTEREST** – Any language imposing any interest or charges due to late payment are deleted.

7. **RECOUPMENT** – Any language in the Agreement waiving the City’s right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** – Services performed or goods provided under the Agreement may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by City Council or otherwise being available for the goods or services. In the event funds are not appropriated or otherwise available for the goods or services, the Agreement shall terminate without penalty on the next occurring June 30. After that date, the Agreement becomes of no effect and is null and void. However, the City agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the City may bring suit against Vendor or any lessor, individual, or other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the City’s right to obtain similar services or equipment in the event of default or non-funding during the term of the Agreement are hereby deleted.
11. **ATTORNEY FEES AND OTHER COSTS** – The City shall not be responsible for payment of attorney’s fees, costs of collection, or court costs of Vendor or of any lessor, individual or other party. Any different or conflicting provisions in the Agreement are invalid, null and void, and are deleted.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the City reserves the right to assign the Agreement to another City agency, board or commission upon thirty (30) days written notice to the Vendor. Vendor agrees not to assign the Agreement to any person or entity without the City’s prior written consent, which will not be unreasonably delayed or denied.
13. **LIMITATION OF LIABILITY** – Any provision limiting the Vendor’s liability for direct damages to person or property or limiting the Vendor’s liability under a warranty to a certain dollar amount or to the amount of the Agreement is hereby deleted. In addition, any limitation of Vendor’s liability is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – City shall have the right to terminate the Agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** – Any provision requiring the City to pay a fixed amount or liquidated damages upon termination or cancellation of the Agreement is hereby deleted. The City may only agree to reimburse Vendor for actual costs incurred or losses sustained

during the current fiscal year due to termination by the City prior to the end of any current agreement term.

16. **RENEWAL** – Any reference to automatic renewal, modification, or extension of the Agreement is hereby deleted. The Agreement may be renewed only upon authorized and mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the City to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the City does recognize a right of repossession upon default and with notice.
19. **NO WAIVER** – City does not waive and expressly preserves its right to due process and any and all immunities afforded the City under West Virginia State law. Any provision requiring the City to waive any rights, claims or defenses is hereby deleted.
20. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
21. **DELIVERY** – All deliveries under the Agreement will be FOB destination unless the City expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
22. **CONFIDENTIAL INFORMATION** – Vendor acknowledges that City is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 *et seq.* (the “Freedom of Information Act”) and W.Va. Code § 6-9A-1 *et seq.* (the “Open Governmental Proceedings Act”). Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Agreement are hereby deleted. City contracts are public records under the Freedom of Information Act and public procurement laws. This Agreement and other public records may be disclosed without notice to the Vendor at the City’s sole discretion. Any provision regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with the Freedom of Information Act and incorporated into the Agreement through a separately approved and signed non-disclosure agreement.
23. **WARRANTIES** – Any reference to the waiver or exclusion of any specific or general warranties of merchantability or warranties of fitness or any other warranties are hereby deleted.
24. **PRICING ADJUSTMENTS** – To the extent the Agreement contains any provision allowing Vendor to escalate or otherwise increase prices or costs for services as set forth in the Agreement, no such provision shall be valid or enforceable. No prices or costs may be

increased by Vendor until and unless notice of proposed increase is provided to City by Vendor and agreed to in writing by City.

25. **THIRD-PARTY SOFTWARE** – If this Agreement contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of these General Terms and Conditions or that it has the authority to modify such third-party software's terms and conditions to be subordinate to these General Terms and Conditions. The Vendor shall indemnify and defend the City against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, these General Terms and Conditions.
26. **AMENDMENTS** – All amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted. No amendment, modification, alteration or change may be made to these General Terms and Conditions without the authorized and express written approval of the Mayor of the City of Charleston.
27. **LIABILITY OF INDIVIDUALS** – The Parties agree that the Agreement shall be not construed to extend any personal liability to individuals executing or administering the Agreement on behalf of City or Vendor. Notwithstanding, this provision shall not be construed to prevent Vendor or City from taking any and all legal action against any individual who commits fraud related to this Agreement.

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: Stephens Auto Center

Authorized Signature: M. W. Ballard Date: 4-22-24



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: Stephens Auto Center

Authorized Signature: M. W. Ballard Date: 4-22-24
Michael W. Ballard Fleet Manager
(Printed Name and Title)

State of WV

County of Boone, to wit:



Taken, subscribed and sworn before me this 22nd day of April, 20 24.

Regina S. Mullins
Notary Public

My Commission expires June 19,, 20 27.

Name of Procurement: _____ Bid Opening Date: 5-7-24



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
09/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reschini Agency, Inc. 922 Philadelphia Street P.O. Box 449 Indiana PA 15701		CONTACT NAME: Jeanette Marcus, CISR PHONE (A/C, No, Ext): (724)349-1300 E-MAIL: jmarcus@reschini.com ADDRESS: jmarcus@reschini.com	
INSURED Boone Motor Sales, Inc., DBA: Stephens Auto Center PO Box 278 107 Stephens Dr Danville WV 25053		INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 14167	

COVERAGES PROD / CUSTOMER ID: 00004408

CERTIFICATE #: 23-24 Garage Liability **REVISION #:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GARAGE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS	Y	63P100154-02	08/08/2023	08/08/2024	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 3,000,000
	☐ GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☐ DIRECT BASIS ☐ PRIMARY ☐ EXCESS					☒ COMP / OTC LOC 7 \$ 500,000 ☐ SPECIFIED PERILS LOC \$ ☒ COLLISION LOC \$ LOC 7 \$ 500,000
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		63P100154-02	08/08/2023	08/08/2024	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Identity Recovery \$ 25,000
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		63U400146-02	08/08/2023	08/08/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Auto Inventory Limit		63P100154-02	08/08/2023	08/08/2024	Blanket Coverage 1,525,000 Deductible 10,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of West Virginia
2019 Washington Street East
Charleston WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeanette Marcus

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State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. ☐ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
☒ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. ☒ **Application is made for 2.5% vendor preference for the reason checked:**
☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. ☐ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. ☒ **Application is made for 5% vendor preference for the reason checked:**
☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. ☐ **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. ☐ **Application is made for reciprocal preference.**
☐ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Stephens Auto Center Signed: M.W. Ballard
Date: 4-22-24 Title: Fleet Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA

DIVISION OF MOTOR VEHICLES
DEALER LICENSE CERTIFICATE

This is to certify that _____ STEPHENS AUTO CENTER

Street Address 104 STEPHENS DRIVE City DANVILLE State WV

has complied with the provisions of Chapter Seventeen A, Article Six of the Motor Vehicle Code and is hereby granted
License Certificate No. D 273 to conduct the business of:

DEALER IN NEW AND USED MOTOR VEHICLES

at the above address and at the following additional locations within the State of West Virginia.

4245 ROBERT C. BYRD DRIVE RALEIGH BECKLEY

STREET ADDRESS

COUNTY

CITY

STREET ADDRESS

COUNTY

CITY

STREET ADDRESS

COUNTY

CITY

STREET ADDRESS

COUNTY

CITY

STREET ADDRESS

COUNTY

CITY

Certificate issued for fiscal year 2023-2024 expires JUNE 30, 2024

Issued at Charleston, West Virginia this 23RD day of MAY, 2023



DIVISION OF MOTOR VEHICLES

Commissioner

This License must be displayed in the Dealer's office, in view of the public.

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**BOONE MOTOR SALES INC
DBA STEPHENS AUTO CENTER
PO BOX 278
DANVILLE, WV 25053-0278**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1033-9552

This certificate is issued on: 06/8/2011

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.
This certificate shall be permanent until cessation of the business for which the certificate of registration
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new
certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.

atL006 v.4
L0129916032

City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ending

April 30, 2024



Respectfully Submitted,

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

Benjamin D. Adams – City Treasurer

<u>Fund / Description</u>	<u>Collections Apr 2024</u>	<u>Withdrawals Apr 2024</u>	<u>YTD Balance Apr 2024</u>	<u>YTD Balance Apr 2023</u>	<u>FY % Increase / Decrease</u>
001 General Fund	14,676,371.26	14,585,226.88	21,018,891.99	22,855,754.70	-8.04
002 Coal Severance Tax	51,197.47	25,250.00	25,957.21	4,316.60	501.33
003 Municipal Stabilization	74,111.16	0.00	16,974,221.82	19,725,268.20	-13.95
007 Business Improvement Dist Fund	31,424.80	24,815.28	48,566.60	9,747.43	398.25
009 Community Development	149,994.83	150,494.83	250.00	1,951.96	-87.19
014 IT Infrastructure	5,889.64	16,760.31	1,342,172.71	1,569,486.27	-14.48
015 Charleston Land Reuse	193,582.69	65,443.64	140,476.16	184,970.28	-24.05
017 Project West Invest	2.68	0.00	614.28	582.65	5.43
018 Planning Grant	0.00	0.00	0.00	69,510.22	-100.00
019 Tourism & Promotions	2,113.60	0.00	484,094.89	658,339.77	-26.47
020 Business Development	2,988.32	0.00	684,436.37	930,562.99	-26.45
021 Community Participation	71.98	0.00	16,486.58	15,637.76	5.43
024 LGBTQ Working Group	6.00	0.00	1,372.64	1,301.97	5.43
026 Uniform Pension Reserve Fund	1,701,018.72	0.00	2,170,114.12	36,570,874.49	-94.07
027 Opioid Settlement	18,195.18	0.00	4,167,375.83	0.00	100.00
035 Municipal Beautification	505.80	0.00	115,847.02	109,882.58	5.43
036 Special Demolition	1,467.96	0.00	61,532.74	23,995.57	156.43
037 Sister Cities	128.96	0.00	29,536.41	28,514.47	3.58
038 Solid Waste	424,228.17	74,777.21	1,523,158.67	1,142,590.85	33.31
039 Waste Disposal	73,136.60	73,136.60	0.00	51,346.00	-100.00
040 Landfill Closure	38,888.74	0.00	4,535,416.04	4,182,699.32	8.43
041 Police Contributions	178.94	0.00	40,984.19	114,885.36	-64.33
042 Police Evidence	1,663.62	2,341.52	379,595.21	622,745.04	-39.04
043 Forfeited Funds	11,334.34	18,274.10	480,917.07	803,223.45	-40.13
044 Municipal Court	42,142.70	43,643.01	279,320.14	283,594.49	-1.51
045 Homeland Security	0.00	0.00	0.00	304,641.80	-100.00
046 Home-ARP Inv Trust Fund	1,923.32	1,923.00	7.51	4.18	79.67
047 Health Insurance Reserves	1,737,633.72	0.00	12,412,473.65	6,450,571.40	92.42
048 Wayfinding Commission	82.65	0.00	18,930.97	17,956.30	5.43
049 Live On The Levee	36,113.31	10,500.00	42,302.79	39,410.37	7.34
073 American Rescue Plan	102,729.46	259,176.13	22,705,543.73	27,139,683.71	-16.34
080 Human Rights	0.00	0.00	176,793.29	176,793.29	0.00
081 Home Program	157,799.68	156,613.95	26,462.99	6,150.80	330.24
085 Firefighters Assistance Grant	0.00	0.00	77.08	77.08	0.00
088 SBA Riverfront Project Donation Account	0.00	0.00	9.18	9.18	0.00
088 SBA Riverfront Project Grant Account	0.00	0.00	10,167.71	10,167.71	0.00
091 Byrne Justice	1,994.00	1,994.00	0.00	0.00	0.00
094 Byrne Justice	22,995.00	22,995.00	0.00	0.00	0.00
095 Police Grants	59,869.37	44,889.26	187,611.01	526,740.21	-64.38
097 C.A.R.E.	72,496.51	36,656.38	104,314.05	22,903.71	355.45
099 Public Arts Grant	0.00	250.00	241,401.42	216,853.42	11.32
100 Sinking Fund	9,583.03	0.00	2,194,871.14	2,084,908.40	5.27
200 Infrastructure	729.96	0.00	167,187.41	158,579.68	5.43
214 Civic Center Capital Improvement	1,549.85	80,995.17	306,006.46	210,353.36	45.47
215 Municipal Auditorium Capital Improvement	1,259.37	0.00	288,442.97	258,602.47	11.54
220 General Maintenance	12,875.23	336,590.31	2,669,448.47	2,099,540.33	27.14
221 City Service Fee Capital Project	1,574.87	0.00	360,705.65	569,437.37	-36.66
222 Facilities Maintenance	11,235.51	82,013.87	2,552,470.81	2,132,103.31	19.72
223 Green Initiative Fund	1,186.81	0.00	271,824.87	257,829.85	5.43
224 Sidewalk Improvement Fund	1,186.72	0.00	271,802.56	257,808.68	5.43
252 Public Safety Center	4,214.84	8,994.00	957,860.87	23,500.00	3,976.00
255 Ballpark Maintenance	682.25	0.00	156,260.52	99,130.43	57.63
402 Civic Center Revenue	1,638,327.25	1,276,207.41	642,059.95	391,793.85	63.88
406 Parking System Revenue	266,551.55	213,580.11	6,418,695.16	5,860,281.78	9.53
426 Parking Operation and Maintenance	18,530.41	3,500.00	4,241,238.38	3,403,086.16	24.63
427 Civic Center TIF Project	1,865.30	0.00	427,221.70	512,982.02	-16.72
900 M - DENT	61,295.02	39,732.93	214,177.74	696,429.06	-69.25
901 Pending Forfeiture	6,662.13	42,265.89	1,490,655.20	1,028,852.20	44.89
Working Cash Advance Fund	0.00	0.00	44,925.00	44,425.00	1.13
Total All Funds	21,733,591.28	17,699,040.79	114,123,288.93	144,963,389.53	-21.27

Bill No. 8032

Introduced in Council:

May 20, 2024

Adopted by Council:

Introduced by:

Mary Beth Hoover

Referred to:

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

Bill No. 8032 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, adopted January 1, 2006, as amended, by eliminating restrictions on firearms sales and amending the administrative sections relating to the duration of approval process for development projects.

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

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

Sec. 2-020 Definitions of Terms

Firearms Sales Establishment. ~~An establishment primarily engaged in the sale of fire arms, ammunition and ammunition components, and hunting or shooting equipment.~~

Sec. 3-050 Permitted Land Uses

LAND USE	R-2	R-4	R-6	R-8	R-10	R-O	C-4	C-8	C-10	C-12	CBD	UCD	CVD	PMC	I-2	I-4	PUD	SUPP.
Firearms Sales Establishments									P	P	P							

Sec. 30-050 Expiration of Conditional Use Permit

In the case where a Conditional Use Permit has not been used within twelve (12) months after the granting thereof, then without further action it shall be null and void. This may be extended ~~to eighteen (18) months~~ upon prior written request of the Board. The word “used” shall mean that the approved Conditional Use Permit has been activated as evidenced by permits, construction, or required licenses.

Sec. 31-030 Procedures for Variance Approval

Applications for variance approval shall be considered in accordance with the following procedures.

- D. Notice of the Board hearing on the application for variance approval shall be published in a local newspaper of general circulation at least ~~thirty (30)~~ fifteen (15) days prior to the hearing. The Planning Director shall notify the owners of record most recently provided by the Kanawha County Tax Assessor of properties located within 100 feet of the affected property no later than ten (10) days prior to the public hearing. The Planning Director shall also cause a sign to be posted and maintained on the subject property notifying area property owners and residents that a request for a variance for the property has been made.

Bill No. 8033

Introduced in Council:

May 6, 2024

Adopted by Council:

Introduced by:

Jeanine Faegre

Referred to:

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

Bill No. 8033 - A Bill closing, abandoning, and discontinuing as a public right of way a 10-foot strip of land across lot 6 of the Woodrum Addition that is used as a public walkway, which is located on Tax Map 13, parcel 119.2, Charleston West District, Kanawha County, West Virginia.

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

1. A parcel of land being a 10-foot-wide right-of-way, as shown on map entitled "Exchange of Lands Between The City of Charleston and Gay Marie Watson" dated July 1986, as recorded in Deed Book 2135 at page 275 of the Kanawha County Public Registry, situate in the municipality of the City of Charleston, South Annex District, Kanawha County, West Virginia, and attached hereto as Exhibit A. The right of way is more particularly described as follows:

BEGINNING in the southerly right-of-way line of Lower Chester Road; thence leaving said southerly right-of-way line of Lower Cheater Road and running in a direction towards Washington Street, West S 06°11'59.9" E 12.04 feet to a point; thence S 05 °26'31.08" W 78.265 feet to a point; thence S 80°27'2.3 W 46.604 feet to a point; thence N 87 °10'20" W 71.46 feet to a point; thence N 82 °15' W 16 feet to a point; and being the center line of a 10 foot strip of land across lot 6 of the Woodrum Addition, and having an area of approximately 2247 square feet.

2. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute, acknowledge and deliver a proper deed conveying from the City of Charleston, a West Virginia public body, to Jerry Lacy Jr, all rights, title and interest in and to said real property as described in Section 1 above, for the consideration One Hundred Dollars and no cents (\$100.00).

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

Bill No. 8034

Introduced in Council:

May 6, 2024

Introduced by:

Michael Ferrell

Adopted by Council:

Referred to:

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

Bill No. 8034 - A Bill closing, abandoning, and discontinuing as a public right-of-way a 10 ft alley across block 12 of the JB Walker Addition, adjacent to Tax Map 25 Parcels 366, 367, 368, 375, 376, 377 Charleston West District, Kanawha County, West Virginia.

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

1. The public right-of-way located between Lots 20, 19 and 18, Block 12, and along Lots 10, 9, 8, and 7 situate in Charleston West District, Kanawha County, West Virginia, as show on the map entitled "PLAT SHOWING A PROPOSED ABANDONEMENT OF PART OF A 10' ALLEY IN BLOCK 12, J.B. WALKER ADDITION TO WEST CHARLESTON IN THE CITY OF CHARLESTON KANAWHA COUNTY, WEST VIRGINIA PREPARED FOR RANDOLPH STREET BAPTIST CHURCH SCALE: 1"= 30' MARCH 2, 2024," prepared by William R. Gunnoe, dated March 2, 2024, and attached hereto as Exhibit A. The alley is more particularly described as follows:

BEGINNING at a point at the intersection of two ten foot wide alleys at the easternmost corner of Lot 20, Block 12 of the J.B. Walker Addition to West Charleston as presently owned by Fleming Commercial Properties, LLC in Deed Book 2816, Page 445, thence N35-00 W 120.00 feet, running with the said alley and Lots 20, 19 and 18 of Block 12 to a point at the common corner of Lots 17 and 18 of said Block 12; thence N55-00E 10.00 feet, leaving the said Lots 17 and 18 and crossing the said 10 foot alley to a point at the corner of Lots 10 and 9 of said Block 12 as owned by Fundamental Baptist Church in Deed Book 266, Page 87; thence S35-00E 120.00 feet, leaving the said Lot 10 and running with the said alley along Lots 9, 8 and 7 to a point at the intersection of the aforementioned two 10 foot alleys, also a corner of property owned by Randolph Street Baptist Church in Deed Book 979, Page 399 and Deed Book 1143, Page 39; thence S55-00W 10.00 feet, leaving the said Lot 7 and running across the said alley to the point of beginning, containing in all approximately 1,200 square feet.

2. The City of Charleston hereby reserves a sanitary and storm sewer easement for the full width and length of the above-described right of way for the purpose of construction, maintenance, repair and removal of sanitary and storm sewer lines. No person shall construct improvements or take any other actions which would interfere with this easement, or alter the

present surface profile or contour of the subject right of way by more than one (1) foot without written permission of the City Engineer and the Charleston Sanitary Board.

3. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute, acknowledge and deliver a proper deed conveying to Randolph Street Baptist Church and their successors, all rights, title and interest in and to said real property as described above for the consideration of Three Thousand Six Hundred Dollars and no cents (\$3,600.00).