

CHARLESTON CITY COUNCIL

Regular Meeting

June 17, 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 6-17-2024

PROCLAMATIONS

1. 6-17-2024

COMMUNICATIONS

1. 6-17-2024

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 976-24 – Authorizing the Mayor or City Manager to submit an application to the Victims of Crime Act grant program for the Charleston Police Crime Victims and administer any funds awarded.
2. Resolution No. 977-24 - Authorizing the Mayor to sign and submit to the U.S Department of

Housing and Urban Development the Annual Action Plan for Program Year 2024, Year 5 of the Consolidated Plan and all required certifications and agreements.

3. Resolution No. 978-24 - That the Mayor or City Manager is authorized to directly purchase various vehicles for the Metropolitan Drug Enforcement Network Team and/or the Special Enforcement Unit without first obtaining an authorizing resolution from the City Council with provisions.
4. Resolution No. 979-24 - Authorizing the Mayor or City Manager to enter into a contract with artist Jonathan Cox for an original piece of art at City Center at Slack Plaza.
5. Resolution No. 980-24 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with other participating agencies comprising the Metro Drug Enforcement Network Team to address drug and related violent crime offenses in Charleston and surrounding communities.
6. Resolution No. 981-24 - Authorizing the City Treasurer to transfer \$500,000 from the Opioid Settlement Fund to the CARE Office Fund to be used for continued operation of the CARE Office's Quick Response and Mental Health Coordinator.
7. Resolution No. 982-24 - Approving the renewal of the lease with Religious Coalition for Community Renewal, Inc. relating to the use of the building and property located at 801 Smith Street.
8. Resolution No. 983-24 - Authorizing the Mayor or City Manager to enter into a contract with Bear Contracting LLC., to perform asphalt street paving construction services.
9. Resolution No. 984-24 – Authorizing the Mayor or City Manager to enter into a contract with Stryker Medical for a heart monitor and accessories for the use by the CARE Team.

REPORTS OF OFFICERS

1. 6-17-2024

NEW BILLS

1. 6-17-2024

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE JULY 1, 2024 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 6-17-2024

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

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and
- WHEREAS:** On June 19, 1865, Major General Gordon Granger arrived in Texas, delivering General Order No. 3 which informed all Texans that, by a Proclamation from the Executive of the United States, all slaves were free; and
- WHEREAS:** Juneteenth – which stems from June and Nineteenth – was first celebrated in 1866 and is the oldest recognized African American-celebrated observance; and
- WHEREAS:** Juneteenth was recognized as a federal holiday in 2021 and is still new to many Americans; and
- WHEREAS:** By commemorating Juneteenth – a crucial milestone in our nation’s history – we are reminded of the ongoing struggle for racial equality; and
- WHEREAS:** The City of Charleston is committed to honoring and advancing Juneteenth through events, educational initiatives, and advocacy—promoting a society free from racial inequality; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize June 19, 2024, as

JUNETEENTH

In Charleston, West Virginia and encourage all citizens to come together, listening across differences, so that we can take meaningful steps toward building a more just and inclusive community for all.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 17th day of June 2024.



A blue ink signature of Amy Shuler Goodwin, Mayor of the City of Charleston, is written over a horizontal line.

Amy Shuler Goodwin, Mayor

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** During Pride Month we celebrate the extraordinary courage and contributions of the LGBTQ+ community and reflect on the decades of hard work and progress toward equity for all, and
- WHEREAS:** Nearly 55 years ago, members of the LGBTQ+ community – led by transgender women of color—protested the violence and marginalization they faced, fueling a worldwide civil rights movement; and
- WHEREAS:** During this time of celebration, we must also acknowledge the challenges still being faced by the LGBTQ+ community – including the adversity faced by transgender youth and their families; and
- WHEREAS:** Together, we – LGBTQ+ community members and allies – can create spaces where everyone is welcome, advocate for equity and equality, and ensure diverse lived experiences are encouraged and celebrated; and
- WHEREAS:** All people in our community—regardless of sexual orientation, gender expression, or gender identity—should be supported, protected, and empowered by their peers, educators, and community leaders; and
- WHEREAS:** The City of Charleston reaffirms its commitment to being a welcoming and inclusive community for all and stands with our LGBTQ+ community members; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize June 2024, as

Pride Month

In Charleston, West Virginia, and encourages all citizens to celebrate our LGBTQ+ community members and their contributions to our City, State, and Nation.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 17th day of June 2024.





Amy Shuler Goodwin, Mayor

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: CHARLESTON COLISEUM AND CONVENTION CENTER BOARD

DATE: JUNE 17, 2024

I recommend Bard Marple, Carrie Fenwick and Bernie Layne be reappointed to the Charleston Coliseum and Convention Center Board. Mr. Marple's term will expire on June 22, 2027. Ms. Fenwick and Mr. Layne's term will expire on June 22, 2028.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: CHARLESTON-KANAWHA HOUSING AUTHORITY

DATE: JUNE 17, 2024

I recommend Alice Fossett be appointed to the Charleston-Kanawha Housing Authority. Her term will expire December 1, 2027.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: CHARLESTON CONVENTION & VISITORS BUREAU

DATE: JUNE 17, 2024

I recommend Harry Bell, Michelle Storage and Georgette George be reappointed to the Charleston Convention & Visitors Bureau Board. All three terms will expire on February 17, 2027.

In addition, I recommend Jack Hoblitzell and Evan Osbourne be appointed to the Charleston Convention & Visitors Bureau Board. Both terms will expire February, 17 2027.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: HISTORIC LANDMARKS COMMISSION

DATE: JUNE 17, 2024

I recommend Billy Peyton be reappointed to the Historic Landmarks Commission. His term will expire on September 1, 2026.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Resolution No. 976-24

Introduced in Council:

June 17, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 976-24 – Authorizing the Mayor or City Manager to submit an application to the WV Division of Administrative Services under the Victims of Crime Act grant program for the Charleston Police Crime Victims Specialist in the amount of \$29,500 and administer any funds awarded. This grant will provide partial salary reimbursement, travel/training and bus vouchers for crime victims. There is a required 30% match on this grant that will be met through salary costs not reimbursed through the grant.

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

That the Mayor or City Manager is authorized to submit an application to the WV Division of Administrative Services under the Victims of Crime Act grant program for the Charleston Police Crime Victims Specialist in the amount of \$29,500 and administer any funds awarded. This grant will provide partial salary reimbursement, travel/training and bus vouchers for crime victims. There is a required 30% match on this grant that will be met through salary costs not reimbursed through the grant.

Resolution No. 977-24

Introduced in Council:

June 17, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance Committee

Resolution No. 977-24 - Authorizing the Mayor to sign and submit to the U.S Department of Housing and Urban Development the Annual Action Plan for Program Year 2024 (FY 2024 to 2025), Year 5 of the Consolidated Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the Annual Action Plan.

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

That the Mayor is hereby authorized and directed to sign and submit to the U. S. Department of Housing and Urban Development the Annual Action Plan for Program Year 2024 (FY 2024 to 2025), Year 5 of the Consolidated Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the Annual Action Plan.



CITY OF CHARLESTON, WV

105 McFarland Street, Charleston, WV 25301

PY 2024 Annual Action Plan **DRAFT**

(July 1, 2024 – June 30, 2025)

For Submission to HUD for the
Community Development Block Grant Program
and HOME Investment Partnership Program



Mayor Amy Shuler Goodwin

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The 2024 PY Annual Action Plan (5th year of 2020-2024 Consolidated Plan) for the City of Charleston, which includes the City's Community Development Block Grant (CDBG) program, outlines which activities the City will undertake during the program year beginning July 1, 2024 and ending June 30, 2025. In addition, the plan includes the HOME funds that the City of Charleston/Kanawha County HOME Consortium will receive in PY 2024. The City of Charleston is the lead entity and administrator for the Consortium's HOME funds.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The CDBG programs and activities outlined in this Annual Action Plan will principally benefit low- and moderate-income persons. Funding has been targeted to neighborhoods where there is the highest percentage of low- and moderate-income residents. CDBG funds also are directed to where Charleston has high concentrations of distressed or abandoned houses. The HOME funds will be distributed based on the preference of the qualified client or approval of a development project in the HOME Consortium area. This includes ten member jurisdictions of the City of Charleston/Kanawha County HOME Consortium.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is in compliance with HUD regulations on timeliness of expenditures and there are no outstanding monitoring or audit findings against the City of Charleston or the City of Charleston/Kanawha County HOME Consortium. The City's previous performance under the CDBG and HOME Program is discussed during a public meeting process. This process includes a brief overview and disclosure of our current programs and processes. Project status updates and proposed program changes are presented. Each participant is allowed to ask questions, make suggestion, or present new

recommendations. These comments are evaluated and incorporated into new program decisions. The MOECD staff and city administration also review programs at least once annually. The goal is to ensure the processes and outcomes are in line with the needs of the clients. The city also participates with a number of partner organizations and is always noting areas of concerns where the program funds may be of assistance.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Annual Action Plan was developed in accordance with the City's Citizen Participation Plan. Stakeholders including social service agencies, housing providers and community and economic development agencies were notified on October 31, 2023 of the availability of funds. Applications were made available on December 1, 2023 and an application workshop was held on December 7, 2023. Completed applications for CDBG funding were due by January 31, 2024. On November 14, 2023, the City held an in-person public meeting to discuss the needs of the City with input from the residents of Charleston. Housing programs are retained or adjusted based on public input. The "Draft PY 2024 Annual Action Plan" was on display for a 30-day period beginning April 15, 2024 and was presented to the Charleston City Council prior to submitting to HUD. The availability for review of the "Draft Plan" was advertised in the local newspaper and the plan was on display at the City of Charleston's website www.Charlestonwv.gov.

MOECD offered technical assistance to private non-profit organizations on how to fill out the CDBG applications to apply for CDBG funds for the PY 2024 year which begins on July 1, 2024. Applications, as well as the Citizen's Participation Plan, were also available on the city's website. The second public meeting was held on April 16, 2024 via Zoom, to discuss eligible activities and solicit citizen participation and comments. No citizen comments or concerns were received.

MOECD staff reaches out to the past stakeholders and continues to include any new contacts made throughout the year. Besides putting information out via newspaper and website, staff members network at public and neighborhood meetings to garner interest in the development of the action plan. Additionally, the City of Charleston has a page on social media and posted information regarding the development of the action plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City of Charleston did not receive any written comments regarding the 2024 Annual Action Plan. The PY 2024 Annual Action Plan was approved by City Council, with no changes to the proposed activities at the June 17, 2024 council meeting.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received.

7. Summary

Ensuring an availability of safe, affordable housing in Charleston continues to be a problem for low-income families and individuals. Therefore, maintaining and developing affordable housing remains a key priority. Demolition of abandoned or unsafe houses continues to be another priority. To help in this, the City will continue to offer owner-occupied rehabilitation and first-time home buyers assistance to eligible candidates. The City of Charleston also supports programs that target homelessness and work collaboratively with the Kanawha Valley Collective, the local Continuum of Care. Additionally, the MOECD staff works with a variety of social service non-profits and stakeholders to keep them informed of other potential funding programs and collaborations.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		CHARLESTON	
CDBG Administrator	CHARLESTON		Mayor's Office of Economic and Community Dev.
HOPWA Administrator			
HOME Administrator	CHARLESTON		Mayor's Office of Economic and Community Dev.
HOPWA-C Administrator			

Table 1 – Responsible Agencies

Narrative

The Mayor's Office of Economic and Community Development will be responsible for the administration of both CDBG and HOME programs and for the preparation of the Consolidated Plan and Annual Action Plan.

Consolidated Plan Public Contact Information

Andrew Backus, the Director of the Mayor's Office of Economic and Community Development, is the primary contact and receives all inquiries and comments from the public or any stakeholders regarding the plan. Written comments may be sent to Andrew.Backus@cityofcharleston.org, or mailed to Andrew Backus, Director c/o The Mayor's Office of Economic and Community Development at 105 McFarland Street, Charleston, WV 25301.

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The administering lead agency is the City of Charleston's Mayor's Office of Economic & Community Development (MOECD) for the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME). The City consults with many types of agencies/organizations through public meetings and participation in community groups.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Charleston Mayor's Office of Economic and Community Development (MOECD) interacts regularly with the Charleston-Kanawha Housing Authority, non-profits, local housing providers, social service agencies, health care entities and community and economic development organizations. Specifically, MOECD works collaboratively to expand awareness of, coordination and utilization among a variety of local, state and national programs, including ones focused on health care (physical and mental), substance abuse, workforce development, education, youth programs, nutrition, recreation, childcare, etc. MOECD uses its CDBG public service funds to supplement many of these programs and seeks to develop linkages and resource-sharing where applicable. The city also is a member of the local Continuum of Care, the Kanawha Valley Collective (KVC), that includes many public and assisted housing providers and private and governmental health, mental health and service agencies. This continues to be an effective coordination tool. The City also works closely with the Kanawha-Charleston Health Department on key matters, particularly infectious disease management/response and substance abuse/addiction. While MOECD has not consulted with the local health department on monitoring lead-based poisoning incidents, the department does interact with state agencies to ensure its housing rehab contractors have the appropriate training and certifications in lead-based paint controls and procedures.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Charleston, as a member of the Kanawha Valley Collective (KVC), continually reaches out to individuals or organizations who have an interest in or knowledge of ending and preventing homelessness. The consortium does this at its membership meetings, on social media and with information on its web site. The KVC spotlights different agencies at these meetings giving them an opportunity to share the services they provide. The KVC also sponsors events (Vendor Fair, Veltri Thanksgiving Dinner) that bring public awareness to the plight of the homeless and those at risk. The KVC has an HMIS specialist to track statistics and trends that enable the KVC to better serve the

homeless or those at risk. KVC also has a Project Resource Committee (formerly the ESG committee) made up of a variety of agencies and staff to get their input and opinions regarding ending and prevention of homelessness. Through the CDBG, and CoC programs, the City of Charleston historically funds many of the homeless shelters and non-profit homeless service providers with funding for activities that assist the homeless and at risk of becoming homeless.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Charleston Mayor's Office of Economic and Community Development (MOECD) has a long history of collaboration with the local Continuum of Care, the Kanawha Valley Collective (KVC). MOECD has been a representative of the City of Charleston as a member of the KVC since its inception. Currently a City staff member serves on the board of directors of the KVC and MOECD staff are involved in several other committees, including the Project Resource Committee (formerly the ESG committee) and the Homeless Management Information System (HMIS) Committee. The City of Charleston also works with the KVC Project Resource committee, made up of board members, ESG sub-recipients and HUD grant recipients, to determine how to allocate ESG funds for eligible activities. Numerous consultation meetings have taken place with the Homeless Management Information Systems (HMIS) specialist, and the Continuum of Care's Project Resource Committee.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Kanawha Valley Collective, Inc.
	Agency/Group/Organization Type	Services-homeless Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Kanawha Valley Collective was consulted for their input on the needs and goals for the City of Charleston.
2	Agency/Group/Organization	CURA
	Agency/Group/Organization Type	Housing Services - Housing Other government - Local Planning organization Business Leaders Civic Leaders Redevelopment Authority

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Charleston Urban Renewal Authority was consulted for their input on the needs and goals for the City of Charleston.
3	Agency/Group/Organization	Manna Meal, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Manna Meal was consulted for their input on the needs and goals for the City of Charleston. The City of Charleston and Manna Meal are both active members of the Continuum of Care which provides opportunities for continued and improved coordination with issues surrounding homelessness.
4	Agency/Group/Organization	REA OF HOPE, INC.
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Rea of Hope was consulted for their input on the needs and goals for the City of Charleston.

5	Agency/Group/Organization	Covenant House, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Covenant House was consulted for their input on the needs and goals for the City of Charleston. The City of Charleston and Covenant House are both active members of the Continuum of Care which provides opportunities for continued and improved coordination with issues surrounding homelessness.
6	Agency/Group/Organization	YWCA Charleston
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services - Victims Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	YWCA Charleston was consulted for their input on the needs and goals for the City of Charleston. The City of Charleston and YWCA Charleston are both active members of the Continuum of Care which provides opportunities for continued and improved coordination with issues surrounding homelessness.
7	Agency/Group/Organization	BOB BURDETTE CENTER, INC.
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Bob Burdette Center was consulted for their input on the needs and goals for the City of Charleston.
8	Agency/Group/Organization	WEST VIRGINIA WOMEN WORK
	Agency/Group/Organization Type	Services-Education Services-Employment Regional organization Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	West Virginia Women Work was consulted for their input on the needs and goals for the City of Charleston.
9	Agency/Group/Organization	WEST VIRGINIA HEALTH RIGHT
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	West Virginia Health Right was consulted for their input on the needs and goals for the City of Charleston.
10	Agency/Group/Organization	City of Charleston
	Agency/Group/Organization Type	Services - Housing Services-Education Service-Fair Housing Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local Planning organization Grantee Department

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City departments were consulted for their input on the needs and goals for the City of Charleston.
11	Agency/Group/Organization	CHARLESTON KANAWHA HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Anti-poverty Strategy Fair Housing

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Charleston-Kanawha Housing Authority was consulted for their input on the needs and goals for the City of Charleston.
12	Agency/Group/Organization	DAYMARK, INC.
	Agency/Group/Organization Type	Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Daymark was consulted through public meetings, and KVC meetings. The City of Charleston and Daymark are both active members of the CoC which provides opportunity for continued and improved coordination with issues surrounding homelessness.
13	Agency/Group/Organization	RELIGIOUS COALITION FOR COMMUNITY RENEWAL
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	RCCR was consulted through public meetings, KVC meetings, and quarterly reports. The City of Charleston and RCCR are both active members of the Continuum of Care, which provides opportunities for continued and improved coordination with issues surrounding homelessness.
14	Agency/Group/Organization	KANAWHA VALLEY FELLOWSHIP HOME
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	KVFH was consulted through public meetings and KVC meetings. The City of Charleston and KVFH are both active members of the Continuum of Care, which provides opportunities for continued and improved coordination with issues surrounding homelessness.
15	Agency/Group/Organization	City Engineering Department Charleston WV
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Community Development Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MOECD meets frequently to consult with other city departments on such issues regarding barriers to affordable housing, abandoned and vacant housing and infrastructure improvement.
16	Agency/Group/Organization	MOECD/Rehab
	Agency/Group/Organization Type	Housing Services - Housing Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MOECD housing staff meet regularly to consult on housing issues including lead-based paint strategies.

17	Agency/Group/Organization	Huntington Bank, Inc
	Agency/Group/Organization Type	Business Leaders Private Sector Banking/Financing
	What section of the Plan was addressed by Consultation?	Lender
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MOECD consults regularly with this institution to address the financial needs and documentation requirements for loan qualification processes.
18	Agency/Group/Organization	Wesbanco, Inc
	Agency/Group/Organization Type	Business and Civic Leaders Private Sector Banking/Financing
	What section of the Plan was addressed by Consultation?	Lender
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MOECD consults regularly with this institution to address the financial needs and documentation requirements for loan qualification processes.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Kanawha Valley Collective (KVC)	The KVC is incorporated into the Five-Year Consolidated Plan and the Annual Action Plans.

Table 3 – Other local / regional / federal planning efforts

Narrative

A City staff member serves on the board of the Kanawha Valley Collective, the local Continuum of Care, and MOECD staff consults with other members, including state and local HUD representatives, on a regular basis. The Kanawha Valley Collective is a consortium of individuals and organizations working collaboratively to enrich the quality of life for individuals and families in the Kanawha Valley and surrounding areas. The Kanawha Valley Collective provides a seamless service delivery system through direct services, advocacy, education and prevention which address homelessness, the impact of poverty, and other social problems. In addition, HOME partners directly with local lenders, credit counselors, public housing, and other housing service providers to ensure the inclusion of all eligible clients or developers.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City advertised and conducted one virtual and one in person public meeting on the needs of the City of Charleston and provided residents with the opportunity to comment on the City's CDBG and HOME programs, as well as the City's previous performance under these programs. Through consultation with its citizens, agencies, neighborhood organizations, institutions, and staff, the City developed its 2024 Action Plan to improve the quality of life for all residents of the City of Charleston.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	See attachments	No comments were received	N/A	
2	Newspaper Ad	Non-targeted/broad community	N/A	N/A	N/A	
3	Internet Outreach	Non-targeted/broad community	N/A	N/A	N/A	www.charlestonwv.gov

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Charleston, like many jurisdictions, is faced with the challenging task of meeting increasing needs with fluctuating and/or decreasing federal and state resources. The figures shown in the table below reflect HUD's current allocations. The figure for "Expected Amount Available Remainder of ConPlan" projects those amounts over the next year covered by the Consolidated Plan. If there are further funding cuts to CDBG over the coming year, the City will adjust accordingly and craft Annual Action Plans reflective of funding realities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,489,866	2,000	0	1,491,866	1,491,866	The full CDBG award will be allocated for eligible activities. Prior years' resources will be used on several new projects through future amendments.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	659,587	1,000	0	660,587	660,587	HOME funds will be used primarily for first-time homebuyers.

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Charleston/Kanawha County Consortium is obligated to seek out non-federal contributions for projects it anticipates completing. The match obligation of the City is 25% of the HOME funds expended. Sources of match may be met with documentation from several sources. Currently, the primary source of match is based on the donated value of land that is sold to existing clients for less than market value. The City continues to expand and leverage funds with local lender's and non-profit agencies. This allows for ongoing discovery and opportunities for additional match sources.

CDBG funds will also be leveraged against other state grants to provide funding other opportunities. As CDBG funds have decreased the City has needed to seek other funding sources to continue developing and redeveloping the City.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City will continue to utilize federal, state, and private resources currently available to develop and expand affordable rental opportunities, homeownership options for low- and moderate-income households, and to promote other critical community sustainability initiatives. Currently there is no publicly owned land or property that will be used to address needs.

Discussion

The City established its priorities, strategies, and goals based on its limited amount of HUD Federal CDBG and HOME Grant Funds.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	HSS-1 Homeownership	2020	2024	Affordable Housing	Charleston-Kanawha County Consortium	Housing Strategy	HOME: \$593,629	Homeowner Housing Added: 1 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted
2	HSS-2 Owner-Occupied Housing Rehabilitation	2020	2024	Affordable Housing	Citywide	Housing Strategy	CDBG: \$549,218	Homeowner Housing Rehabilitated: 15 Household Housing Unit
10	SNS-1 Addiction Services	2020	2024	Non-Homeless Special Needs	Low/mod areas Citywide	Other Special Needs Strategy	CDBG: \$32,000	Public service activities other than Low/Moderate Income Housing Benefit: 281 Persons Assisted Homeless Person Overnight Shelter: 281 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
11	SNS-2 Support for Social Services	2020	2024	Non-Homeless Special Needs	Low/mod areas Citywide	Other Special Needs Strategy	CDBG: \$5,000	Public service activities other than Low/Moderate Income Housing Benefit: 145 Persons Assisted Homeless Person Overnight Shelter: 145 Persons Assisted
13	CDS-1 Infrastructure	2020	2024	Non-Housing Community Development	Low/mod areas Citywide	Community Development Strategy	CDBG: \$218,112	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2912 Persons Assisted
14	CDS-2 Community Facilities	2020	2024	Non-Housing Community Development	Low/mod areas Citywide	Community Development Strategy	CDBG: \$140,810	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 8750 Persons Assisted
15	CDS-3 Public Services	2020	2024	Non-Housing Community Development	Low/mod areas Citywide	Community Development Strategy	CDBG: \$161,479	Public service activities other than Low/Moderate Income Housing Benefit: 33908 Persons Assisted
16	CDS-4 Nutritional Services	2020	2024	Non-Housing Community Development	Low/mod areas Citywide	Community Development Strategy	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 665 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
23	AMS-1 Overall Coordination	2020	2024	Administration, Planning, and Management	Low/mod areas Citywide Charleston-Kanawha County Consortium	Administration, Planning, and Management Strategy	CDBG: \$297,973 HOME: \$65,958	Other: 2 Other

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	HSS-1 Homeownership
	Goal Description	Assist low and moderate income households who wish to become homeowners by providing down payment assistance, closing cost assistance, and housing counseling.
2	Goal Name	HSS-2 Owner-Occupied Housing Rehabilitation
	Goal Description	Provides financial assistance to low and moderate income homeowners to rehabilitate their existing owner-occupied housing.
10	Goal Name	SNS-1 Addiction Services
	Goal Description	Supports programs to aid those directly and indirectly affected by addiction and substance abuse.
11	Goal Name	SNS-2 Support for Social Services
	Goal Description	Supports social service programs and facilities for the elderly, frail elderly, persons with disabilities, victims of domestic violence, the developmentally delayed, and persons with other special needs.

13	Goal Name	CDS-1 Infrastructure
	Goal Description	Improves the public infrastructure through rehabilitation, reconstruction, and new construction of streets, sidewalks, ADA curb cuts, water lines, sewer lines, storm drainage, sanitary sewers, addressing hill slips, broadband, etc.
14	Goal Name	CDS-2 Community Facilities
	Goal Description	Improve parks, recreational facilities, trails, bikeways, and all public and community facilities through rehabilitation, new construction, and ADA accessibility improvements.
15	Goal Name	CDS-3 Public Services
	Goal Description	Improve and enhance public services including programs for youth, the elderly, disabled, and other public service programs for low and moderate income persons.
16	Goal Name	CDS-4 Nutritional Services
	Goal Description	Promotes and supports programs providing access to food and nutritional programs for low and moderate income individuals.
23	Goal Name	AMS-1 Overall Coordination
	Goal Description	Provides program management and oversight for the successful administration of federal, state, and local funded programs, including planning services for special studies, annual action plans, five year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports, environmental reviews and clearances, fair housing, and compliance with all federal, state, and local laws and regulations.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Charleston is proposing the following projects for its FY 2024 Annual Action Plan. Of the 28 projects listed, none will be impacted by the Build America, Buy America (BABA) Act.

#	Project Name
1	CDBG ADMINISTRATION
2	CORP REHAB
3	ADA Accessible Ramps & Sidewalks
4	Bream Neighborhood Shop
5	Capitol Market
6	CKHA Senior Health and Wellness
7	Children's Home Society Laundry Room Renovation
8	Girl Scouts GirlZone Security Upgrade
9	Recovery Point Behavioral Health Office Renovation
10	Bob Burdette Center
11	Covenant House
12	Daymark
13	Kanawha Valley Collective
14	Kanawha Valley Fellowship Home
15	Manna Meal
16	Midian Leadership Project
17	Mountain State Justice Foreclosure Prevention Project
18	Rea of Hope
19	RCCR - Smith Street Station
20	Salvation Army Boys and Girls Club
21	United Way United We House
22	West Virginia Health Right
23	West Virginia Women Work
24	YWCA RFAP
25	YWCA - Sojourner's
26	HOME Administration
27	HOME Project
28	HOME CHDO

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City allocated its CDBG and HOME funds to those geographic areas where the population exceeds

Annual Action Plan
2024

26

51% low- and moderate-income households or the beneficiaries are LMI. At least 70% of the City's CDBG funds are budgeted to activities that principally benefit low- and moderate-income persons. The following guidelines for allocating CDBG funds will be used for the FY 2024 Annual Action Plan:

- The Housing activities will directly benefit LMI household.
- The Community Facilities and Public Service activities will assist organizations which are directly providing benefit to LMI persons.

The allocation priorities were established through consultations with stakeholders, and public meetings.

A significant obstacle in the City to meet underserved needs is access to financial resources to develop additional or enhanced housing and community development activities.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG ADMINISTRATION
	Target Area	
	Goals Supported	AMS-1 Overall Coordination
	Needs Addressed	Administration, Planning, and Management Strategy
	Funding	CDBG: \$297,973
	Description	These funds will be used for the administration of the Community Development Block Grant Program.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	105 McFarland St, Charleston, WV 25301
	Planned Activities	21A General Program Administration
2	Project Name	CORP REHAB
	Target Area	Citywide
	Goals Supported	HSS-2 Owner-Occupied Housing Rehabilitation
	Needs Addressed	Housing Strategy
	Funding	CDBG: \$549,218
	Description	Funding for rehabilitation projects for low- to moderate-income families living in the city of Charleston, also includes Emergency Rehabs of up to \$5,000 each and administrative costs for the program.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	15 Low- to Moderate- Income households will benefit from this activity.
	Location Description	Citywide LMH
	Planned Activities	14A Rehabilitation; Single Unit Residential
	Project Name	ADA Accessible Ramps & Sidewalks

3	Target Area	Citywide
	Goals Supported	CDS-1 Infrastructure
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$218,112
	Description	This project will provide for the repair and/or replacement of ADA accessible ramps and sidewalks in low income areas of Charleston.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	2,912 individuals will benefit from curb cuts throughout the city.
	Location Description	
	Planned Activities	03L Sidewalks
4	Project Name	Bream Neighborhood Shop
	Target Area	Citywide
	Goals Supported	CDS-2 Community Facilities
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$10,000
	Description	These funds will add permanent shelving to clothing and food departments and add another washer and dryer.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	3,500 LMI
	Location Description	319 W Washington St, Charleston, WV 25302
	Planned Activities	03E Neighborhood Facilities
5	Project Name	Capitol Market
	Target Area	Citywide
	Goals Supported	CDS-2 Community Facilities

	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$24,000
	Description	These funds will assist with ADA renovation of main office to accommodate visitors of all abilities.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	2,912 LMI
	Location Description	800 Smith St, Charleston, WV 25301
	Planned Activities	03E Neighborhood Facilities
6	Project Name	CKHA Senior Health and Wellness
	Target Area	Citywide
	Goals Supported	CDS-2 Community Facilities
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$18,784
	Description	These funds will provide a shelter with bench swing at elderly/disabled housing sites throughout Charleston.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	298 LMI
	Location Description	Citywide
7	Planned Activities	03E Neighborhood Facilities
	Project Name	Children's Home Society Laundry Room Renovation
	Target Area	Citywide
	Goals Supported	CDS-2 Community Facilities
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$23,500

	Description	Funds will assist with a laundry room renovation at CHS Davis Child Shelter.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	70 LMI
	Location Description	1145 Greenbrier St, Charleston, WV 25311
	Planned Activities	03E Neighborhood Facilities
8	Project Name	Girl Scouts GirlZone Security Upgrade
	Target Area	Citywide
	Goals Supported	CDS-2 Community Facilities
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$54,526
	Description	Funds will provide a new security system for the GirlZone.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1,570 LMI
	Location Description	321 Virginia St W, Charleston, WV 25302
	Planned Activities	03E Neighborhood Facilities
9	Project Name	Recovery Point Behavioral Health Office Renovation
	Target Area	Citywide
	Goals Supported	CDS-2 Community Facilities
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$10,000
	Description	Funds will assist with the renovation of garage in their West Side facility to incorporate additional therapy space and group therapy rooms.
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	400 LMI
	Location Description	1612 6th Ave, Charleston, WV 25387
	Planned Activities	03E Neighborhood Facilities
10	Project Name	Bob Burdette Center
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$10,000
	Description	This project will provide funding for direct provider salaries, benefits, and payroll taxes for after-school programming.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	150 LMI
	Location Description	1401 West Washington St, Charleston, WV
	Planned Activities	05L Child Care Services
11	Project Name	Covenant House
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Other Special Needs Strategy
	Funding	CDBG: \$7,000
	Description	Funding is provided for direct provider salaries, benefits, and payroll taxes for this organization serving the homeless and people with AIDS.
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	100 LMI
	Location Description	600 Shrewsbury St, Charleston, WV 25301
	Planned Activities	03T Homeless/AIDS Patients Programs
12	Project Name	Daymark
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Homeless Strategy
	Funding	CDBG: \$21,000
	Description	Funding for this project will assist with direct provider salaries, benefits, and payroll taxes for this youth-serving organization.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	300 LMI
	Location Description	601 Homewood Dr, Charleston, WV 25313
	Planned Activities	05D Youth Services
13	Project Name	Kanawha Valley Collective
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Homeless Strategy
	Funding	CDBG: \$7,000
	Description	Funding will provide birth certificates, identifications, and bus tickets for the homeless-serving organization.
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	180 LMI
	Location Description	1015 Smith St, Charleston, WV 25301
	Planned Activities	03T Homeless/AIDS Patients Programs
14	Project Name	Kanawha Valley Fellowship Home
	Target Area	Citywide
	Goals Supported	SNS-1 Addiction Services
	Needs Addressed	Other Special Needs Strategy
	Funding	CDBG: \$10,000
	Description	Funding provides utilities for the sober-living facility for men at 1121 Virginia Street, Charleston, WV.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	80 LMI
	Location Description	1121 Virginia Street, Charleston, WV
15	Planned Activities	05F Substance Abuse Services
	Project Name	Manna Meal
	Target Area	Citywide
	Goals Supported	CDS-4 Nutritional Services
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$25,000
	Description	Funding for this soup kitchen, located at 422 Dickinson Street, Charleston, WV 25301, that serves the homeless and low income persons will assist with direct provider salaries and food.
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	665 LMI
	Location Description	422 Dickinson Street, Charleston, WV 25301
	Planned Activities	05W Food Banks
16	Project Name	Midian Leadership Project
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$17,000
	Description	Funding will assist with utilities for this community center located at 711 Park Ave that serves students and young adults.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	100 LMI
	Location Description	711 Park Ave, Charleston, WV
	Planned Activities	05D Youth Services
17	Project Name	Mountain State Justice Foreclosure Prevention Project
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$30,000
	Description	Funds will be provided for direct provider salary and benefits/taxes.
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	25 LMI
	Location Description	1217 Quarrier St, Charleston, WV 25301
	Planned Activities	05X Housing Information and Referral Services
18	Project Name	Rea of Hope
	Target Area	Citywide
	Goals Supported	SNS-2 Support for Social Services
	Needs Addressed	Other Special Needs Strategy
	Funding	CDBG: \$12,000
	Description	Funding will assist with utility expenses for this halfway house for women in recovery from alcohol and/or drug addiction, located at 1429 Lee Street, Charleston, WV 25301.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	51 LMI
	Location Description	1429 Lee St E, Charleston, WV 25301
	Planned Activities	05F Substance Abuse Services
19	Project Name	RCCR - Smith Street Station
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Homeless Strategy
	Funding	CDBG: \$17,500
	Description	Funding will assist with utility expenses for this 29 unit low income apartment building located at 801 Smith Street, Charleston, WV 25301.
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	29 LMI
	Location Description	801 Smith St, Charleston, WV 25301
	Planned Activities	03T Homeless/AIDS Patients Programs
20	Project Name	Salvation Army Boys and Girls Club
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$6,500
	Description	Funding will provide utilities for this after-school program.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	3,874 LMI
	Location Description	301 Tennessee Ave, Charleston, WV 25302
	Planned Activities	05L Child Care Services
21	Project Name	United Way United We House
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Homeless Strategy
	Funding	CDBG: \$10,000
	Description	Funding will provide security deposits for low-income households.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	46 LMI
	Location Description	1 United Way Square, Charleston, WV 25301

	Planned Activities	05Q Subsistence Payment
22	Project Name	West Virginia Health Right
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Other Special Needs Strategy
	Funding	CDBG: \$30,499
	Description	Funding will assist with the purchase of medications and medical supplies/dental supplies & consumables for this facility, which offers health care and medications to the homeless and needy citizens in Charleston and surrounding areas.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	12,500 LMI
	Location Description	1520 Washington St E, Charleston, WV 25311
	Planned Activities	05M Health Services
23	Project Name	West Virginia Women Work
	Target Area	Citywide
	Goals Supported	CDS-3 Public Services
	Needs Addressed	Economic Development Strategy
	Funding	CDBG: \$4,980
	Description	Funds will assist with salaries, benefits, and payroll taxes for Step Up for Women, which offers a skilled trade training class for women.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	15 LMI
	Location Description	3601 James Ave, Charleston, WV 25387

	Planned Activities	05H Employment Training
24	Project Name	YWCA RFAP
	Target Area	Citywide
	Goals Supported	SNS-2 Support for Social Services
	Needs Addressed	Other Special Needs Strategy
	Funding	CDBG: \$5,000
	Description	This funding will assist with utilities for the emergency shelter for victims of domestic violence who are fleeing an abusive relationship or environment.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	145 LMI
	Location Description	Confidential
	Planned Activities	05G Services for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
25	Project Name	YWCA - Sojourner's
	Target Area	Citywide
	Goals Supported	SNS-1 Addiction Services
	Needs Addressed	Other Special Needs Strategy
	Funding	CDBG: \$10,000
	Description	Funding provided will assist with salary, benefits, & payroll taxes for the substance abuse counselor at this emergency shelter for homeless women and families.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	150 LMI
	Location Description	1418 Washington St E, Charleston, WV 25301

	Planned Activities	05F Substance Abuse Services
26	Project Name	HOME Administration
	Target Area	Citywide
	Goals Supported	AMS-1 Overall Coordination
	Needs Addressed	Administration, Planning, and Management Strategy
	Funding	CDBG: \$65,958
	Description	Administrative funds for the Home program
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1
	Location Description	105 McFarland St, Charleston, WV 25301
	Planned Activities	21A General Program Administration
27	Project Name	HOME Project
	Target Area	Citywide
	Goals Supported	HSS-1 Homeownership
	Needs Addressed	Housing Strategy
	Funding	CDBG: \$494,691
	Description	Funds allocated to qualified persons/families in the city of Charleston and Kanawha County to assist first-time homebuyers with downpayment, closing costs and mortgage subsidies.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	10 LMI
	Location Description	Various addresses
	Planned Activities	13B Homeownership Assistance

28	Project Name	HOME CHDO
	Target Area	Charleston-Kanawha County Consortium
	Goals Supported	HSS-1 Homeownership
	Needs Addressed	Housing Strategy
	Funding	CDBG: \$98,938
	Description	Funds allocated to qualified Community Housing Development Organizations (CHDO's) in the city of Charleston and Kanawha County.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	3 LMI
	Location Description	Various addresses
	Planned Activities	13B Homeownership Assistance

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Charleston will distribute CDBG funds on a City-wide basis and HOME on a Consortium-wide basis to eligible beneficiaries. An eligible beneficiary may be a LMI individual person or family, and activity that primarily benefits a LMI household, or an activity located in a LMI Census Tract or Block Group.

Geographic Distribution

Target Area	Percentage of Funds
Low/mod areas	0
Citywide	63
Charleston-Kanawha County Consortium	37

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

CDBG funds are intended to provide lower and moderate-income households with viable communities, including decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include community facilitates and improvements, housing rehabilitation and preservation, affordable housing development activities, public services, economic development, planning, and administration.

The system for establishing the priority for the selection of these projects is predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG program
- Meeting the needs of very-low, low-, and moderate-income residents
- Focus on low- and moderate-income areas or neighborhoods
- Coordination and leveraging of resources
- Response to expressed needs
- Sustainability and/or long-term impact
- The ability to measure or demonstrate progress and success

Discussion

The geographic locations for the PY 2024 CDBG and HOME Activities will be citywide or at the location of service provider sub-recipients. Public benefit will be for low- and moderate- income residents of the City either through direct benefit such as homeownership, housing rehabilitation or individual services

such as homeless assistance. Community facilities improvements will be area benefit activities such as street reconstruction or recreation improvements in areas where at least 51% of the residents are LMI.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The City has long recognized the need for housing that is decent, safe, sanitary, affordable and accessible. To that end the CDBG funds will be allocated to income eligible households to assist owners with the maintenance and preservation of their properties. All funds will principally benefit low- and moderate-income persons. The HOME funds will be budgeted for homebuyer assistance for low-income households.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	26
Special-Needs	0
Total	26

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	15
Acquisition of Existing Units	10
Total	26

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The proposed affordable housing projects in the City for PY 2024 CDBG and HOME are:

- **Housing Rehabilitation** – residential rehabilitation for income eligible owner-occupied units in need of health, safety or code violations. (15 households)
- **Homeownership** – Down Payment Closing Cost Assistance Loans. Available consortium-wide for income eligible low- to moderate-income first-time homebuyers. (10 households)

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The Charleston Kanawha Housing Authority (CKHA) is the public housing agency that serves the City of Charleston and Kanawha County. The overall mission of the Housing Authority is to provide decent, safe, and sanitary housing to the residents receiving assistance through the Public Housing and Section 8 Housing Choice Voucher Programs in an efficient and professional manner.

Actions planned during the next year to address the needs to public housing

The CKHA is in the process of developing a strategic asset management plan for the next five years which will give recommendations for the best use of existing properties, need for new developments or the acquisition of additional affordable housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The CKHA continues to seek ways to improve the living environment of residents by working with the Resident Councils.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority is not designated as “troubled” per HUD guidelines.

Discussion

There continues to be a need in the City for housing that is affected by housing problems including: severe housing problems and housing cost burden. The Housing Authority plays a key role in addressing these needs by providing of housing for extremely low - income, very low income, and lower income residents of the City by means of Public Housing or the Section 8 Housing Choice Voucher Program.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The City of Charleston Mayor's Office of Economic and Community Development has a long history of collaboration with the Kanawha Valley Collective (KVC), the local Continuum of Care. The City of Charleston continues to have representation on the KVC Board of Directors. The City participates in the strategic planning with the KVC, and its member agencies, to promote permanent housing for those experiencing homelessness.

The City will fund activities with PY 2024 CDBG funds that will provide case management services for homeless and lower income persons. The City has funded special needs activities in the PY 2024 grant year related to substance abuse and domestic violence.

The following goals (per the PY 2020 through PY 2024 Consolidated Plan) for the City of Charleston's Homeless and Special Needs Strategies are:

Homeless Strategy

Priority Need: There is a need for housing and supportive services for homeless persons and persons who are at-risk of becoming homeless.

Goals: The following homeless goals are:

- **HMS-1 Operation/Support** - Assist homeless providers in the operation of housing and supportive services for the homeless and persons who are at-risk of becoming homeless.
- **HMS-2 Housing** - Support efforts of local agencies to provide emergency shelters and permanent housing for the homeless.
- **HMS-3 Prevention and Re-Housing** - Support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.

Other Special Needs Strategy

Priority Needs: There is a need for affordable housing, services, and facilities for the elderly, frail elderly, persons with disabilities, victims of domestic violence, persons with alcohol/drug dependency, and persons with other special needs.

Goals: The following special needs goals are:

- **SNS-1 Addiction Services** – Support programs to aid those directly and indirectly affected addiction and substance abuse.
- **SNS-2 Support for Social Services** - Support social service programs and facilities for the elderly,

frail elderly, persons with disabilities, victims of domestic violence, the developmentally delayed, persons with alcohol/drug dependency, and persons with other special needs.

- **SNS-3 Housing** - Increase the supply of affordable, accessible, decent, safe, sound, and sanitary housing for the elderly, frail elderly, persons with disabilities, victims of domestic violence, the developmentally delayed, persons with alcohol/drug dependency, and persons with other special needs through rehabilitation of existing buildings and new construction.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Kanawha Valley Collective is comprised of individuals, government agencies, faith-based organizations, nonprofit and community-based organizations that share a common concern for the needs of Charleston and Kanawha County's residents who are homeless or at risk of homelessness. The KVC will continue to evaluate the needs of residents who are homeless, continue to advocate for resources, and coordinate services to meet these needs. The members of the KVC use street outreach programs to meet the needs of the most vulnerable homeless individuals and identify and engage individuals residing in places that are considered unfit for habitation. Case workers distribute food, clothing and conduct basic needs assessments. The case workers become liaisons between homeless individuals, other KVC homeless providers and other appropriate providers.

Addressing the emergency shelter and transitional housing needs of homeless persons

Charleston is home to several homeless shelters. The shelters range from family shelters to shelter for domestic violence. The KVC uses the Housing First model to address the needs of homeless persons by placing them in housing first then providing the needed services to work toward self-sufficiency. The goal of the KVC is to get people off the street and some type of housing be it emergency shelter or transitional housing with the final goal of permanent housing.

Additionally, the City funds two outreach workers who work collaboratively with a centralized assessment team that provides a single point of access and appropriate assessment for homeless persons needing shelter and/or services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The KVC continues to use the Housing First Model to provide housing for homeless individuals. This model houses persons quickly and ties them to supportive services necessary to maintain that housing. The Rapid Re-Housing program promotes self-sufficiency and reduces time as homeless. Case Manager's provide long-term monitoring of clients to prevent further episodes of homelessness.

The KVC can track its recidivism through its HMIS as well as the coming together of COC Case Managers during their weekly By Name List meetings which identify and discuss recidivists.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

KVC partners use Homeless Assistance Prevention (HAP) funds to assist the most at-risk families to avoid homelessness. These funds provide rental assistance (when available) and case management services which include – budget counseling, goal setting, home maintenance training, life skills and employment referrals in an effort to assist these families with achieving self-sufficiency and maintaining stable housing. KVC partners also use CDBG-CV funds to assist low-to-moderate income families that have been negatively impacted by COVID from becoming homeless. CDBG-CV funds provide food security, utility and rental assistance. The KVC also assesses discharge policies of the foster care system, physical/mental health and correctional facilities within the jurisdiction. The purpose is to work with institutions to ensure the institutions are knowledgeable of resources and services. This subcommittee works collaboratively to ensure that no one in these publicly funded programs is discharged into homelessness.

Discussion

The Kanawha Valley Collective is comprised of individuals, government agencies, faith-based organizations, nonprofit and community-based organizations that share a common concern for the needs of the homeless in Charleston and Kanawha County. The KVC evaluates the needs of those who are homeless, advocates for resources, and coordinates services to meet these needs.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Charleston's housing needs have expanded beyond the affordability factor. Housing today should be decent, safe, sanitary, accessible, and affordable. The City has also identified the following barriers and obstacles to meet the housing needs of the residents:

- Lack of a supply of decent, safe, sanitary, affordable, and accessible housing
- Cost of land acquisition for new housing development
- Increased sales cost due to a competitive sales market for existing housing
- Rising interest rates based on the current economy
- High cost of construction of new housing
- Economic factors that limit a low- or moderate-income person's or family's opportunity to improve their income and wealth status (for example job opportunities, transportation accessibility, etc.)
- Limited access via public transportation to community social services and facilities (for example health care facilities, day care, etc.)

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City anticipates updating its Analysis of Impediments to Fair Housing Choice including identifying issues people encounter when seeking decent, safe, sanitary accessible and affordable housing. Public policies have a role in that negative effect related to affordable housing and residential investment in a community. The following have been previously identified as needing attention and further consideration to remove barriers including: the ability of lower-income households to become homeowners and funding for owner-occupied housing rehabilitation and rehabilitation of rental housing units; prevention of predatory lending; and investigating lower homeownership rates experienced by African Americans and Hispanics.

Discussion

Specific to the FY 2024 Annual Action Plan, the City of Charleston will use the following activities to assist in removing barriers to affordable housing as well as implement the updates of the Analysis of impediments to Fair Housing Choice as outlined above:

- **HSS-1 Homeownership** - Assist low- and moderate-income households who wish to become homeowners by providing down payment assistance, closing cost assistance, and providing

housing counseling training.

- **HSS-2 Owner-occupied Housing Rehabilitation** - Provide financial assistance to low- and moderate-income homeowners to rehabilitate their existing owner-occupied housing.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Despite efforts made by the City and social service providers, a number of obstacles to meeting underserved needs remain. With funding resources being scarce, funding becomes the greatest obstacle for the City to meet its underserved needs. With insufficient funding it leads to issues with maintaining funding levels and also limits the availability of funding to the many worthy public service programs, activities and agencies.

Actions planned to address obstacles to meeting underserved needs

The City and social service providers have made efforts to reduce obstacles to meet underserved needs however obstacles remain. Funding resources are scarce, making funding one of the largest obstacles for the City to meet its underserved needs. Insufficient funding lessens the ability to fund many worthwhile public service programs, activities, and agencies. The City through its planning efforts will use its limited resources to address the greatest needs and improve the quality of life for its residents. The following obstacles need to be overcome in order to meet underserved needs:

- Lack of decent, safe, sound, accessible and affordable homeowner and rental housing
- High cost of rehabilitation work
- Amount of abandoned or vacant housing that affects the vitality of residential neighborhoods
- Aging in place population who need accessibility improvements
- Low wages in the service and retail sector job market
- Increasing costs to complete projects
- Decrease in the amount of federal financial assistance each year
- Difficulty in obtaining mortgages for low-income homebuyers

Actions planned to foster and maintain affordable housing

In order to foster and maintain affordable housing, obstacles such as lack of funding, lack of affordable housing, and escalating costs to provide housing are difficult to overcome. The City will continue to fund housing activities and expand those activities this year. The City continually seeks additional resources to assist property owners in the rehabilitation of both owner occupied and rental housing and works with the Continuum of Care to provide funds for homeless programs. The Housing Authority provides vouchers for rental housing opportunities in the City. The members of the Kanawha Valley Collective have programs to provide assistance for homelessness persons and strive to end chronic homelessness.

The City will continue to provide Certificates of Consistency with the Consolidated Plan to agencies and organizations applying for other federal funding to meet the goals in the Consolidated Plan.

In order to foster and maintain affordable housing, (per the FY 2020-2024 Consolidated Plan) the City

proposes the following Goals and Strategies:

- **HSS-1 Homeownership** - Assist low- and moderate-income households who wish to become homeowners by providing down payment assistance, closing cost assistance, and providing housing counseling training.
- **HSS-2 Owner-occupied Housing Rehabilitation** - Provide financial assistance to low- and moderate-income homeowners to rehabilitate their existing owner-occupied housing.
- **HSS-3 Renter-occupied Housing Rehabilitation** - Provide financial assistance to landlords to rehabilitate housing units for rent to low- and moderate-income tenants.
- **HSS-4 Neighborhood Revitalization** - Promote and strengthen the housing stock in residential neighborhoods throughout the City and particularly in the City's West Side and other neighborhoods with high concentrations of blight.
- **HSS-5 Housing Education** - Provide more access, for low-and-moderate residents, to financial counseling, credit counseling, life skills and homeownership training.

Actions planned to reduce lead-based paint hazards

Charleston is proactive in identifying and controlling lead hazards to ensure lead problems are addressed. Contractors must be trained and registered with EPA to work in older homes and follow the latest rule of Title 24, Part 35: Lead-Based Paint Poisoning Prevention in Certain Residential Structures. The City ensures the following:

Rehabilitation Programs:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.
- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35.
- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and document ongoing lead-based paint maintenance activities, when applicable.
- Program staff monitors owner compliance with ongoing lead-based paint maintenance

activities, when applicable.

Homeownership Programs:

- Applicants for homeownership assistance receive adequate information about lead-based paint requirements.
- Staff properly determines whether proposed projects are exempt from some or all lead based paint requirements.
- A proper visual assessment is performed to identify deteriorated paint in the dwelling unit, any common areas servicing the unit, and exterior surfaces of the building or soil.
- Prior to occupancy, properly qualified personnel perform paint stabilization, and the dwelling passes a clearance exam in accordance with the standards established in 24 CFR Part 35.
- The home purchaser receives the required lead-based paint pamphlet and notices.

Actions planned to reduce the number of poverty-level families

The City assists other agencies and organizations to reduce poverty. The City typically funds programs to provide services to the homeless and other low- and moderate-income individuals and families out of poverty. This grant year, non-profit organizations are funded for projects that assist poverty-level families by providing:

- after-school and/or community-based youth projects that allow parents to hold more flexible work schedules while also allowing youth to build the skills needed for a brighter future
- medical, dentals, and other health and wellness services to assist members of the community that cannot afford the high cost of medical care
- shelters and services for individuals and families who are homeless, including children and those who are fleeing domestic violence
- security deposit assistance for individuals and families, many of which are homeless, who cannot afford the additional cost when securing a place to live
- adult technical education that assists women to gain the skills needed to find and keep a job in the skilled trades
- food and meals to address food insecurity

Actions planned to develop institutional structure

The Mayor's Office of Economic and Community Development (MOECD) works with public and private agencies and organizations in the City to ensure that the goals and objectives of the Five-Year Consolidated Plan are addressed by more than one agency. The MOECD will facilitate and coordinate the linkages between these public-private partnerships and develop new partnership opportunities.

Effective implementation of the Annual Action Plan involves a variety of agencies both in the community

and in the region. Coordination and collaboration between agencies are important to ensure that the needs in the community are addressed.

Actions planned to enhance coordination between public and private housing and social service agencies

The primary responsibility for the administration of the Annual Action Plan is assigned to the MOECD. The department coordinates activities among the public and private organizations, in their efforts to implement different elements of the Annual Action Plan to realize the prioritized goals of the Annual Action Plan. The City is committed to continuing its participation and coordination with public, housing, and social service organizations. The City has solicited funding requests for CDBG and HOME funds. These requests have been reviewed by staff for recommendations for funding.

MOECD works with the Charleston Urban Renewal Authority (CURA) which oversees five urban renewal areas. This oversight of economic redevelopment efforts includes – infrastructure improvements, land use regulations and renovation or removal of blighted structures. MOECD also works with the Charleston Kanawha Housing Authority which administers public housing and the Housing Choice Voucher Program.

The Charleston-Kanawha Housing Authority continues to modernize units as well as develop and disburse units into mixed-income neighborhoods throughout the City. The Kanawha Valley Collective (KVC) is the lead organization for the Continuum of Care. The CoC addresses the needs of the homeless in the City as well as Kanawha, Putnam, Boone, and Clay Counties.

There are a number of non-profit agencies that serve targeted income households in the City. Many of these agencies are funded through the CDBG and Home programs. The City will continue to collaborate with and support essential service providers. Non-profit developers assist in the implementation of the Five Year Consolidated and Annual Action Plans and are funded through MOECD, the West Virginia Housing Development Fund (WVHDF), and other financial institutions. Typically, the developers are providing housing through new construction and rehabilitation. There are six service providers supported by the City that provide shelter and/or drop-in services for the homeless.

The City also continues to collaborate with the private sector in the implementation of the Five- Year Consolidated Plan and Annual Action Plans. The private sector brings additional resources and expertise that is used to supplement existing services or fill gaps in the system. Several lending institutions provide first-time homebuyer mortgage financing and financing for rehabilitation. Lenders, affordable housing developers, business and economic development organizations and private service providers offer a variety of assistance to residents such as health care, small business assistance, home loan programs and assisted housing.

The City continues participating and coordinating with federal, state, county, and local agencies, as well as with the private and non-profit partners, to serve the needs of target income individuals and families

in the community.

Discussion

The Mayor's Office of Economic and Community Development has the primary responsibility for monitoring the Annual Action Plan and maintain records on the progress toward meeting the goals and the statutory and regulatory compliance of each activity. Timeliness of expenditures is achieved through scheduling activities, drawdown of funds, and budgets which track of expenditures. Program modifications are considered if project activities are not able to be completed within the allowable time limits of the grant. The MOECD is also responsible for the on-going monitoring of any sub-recipients for similar compliance.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The city has specified a consecutive period of two years, 2023 and 2024, to be used to determine that a minimum overall benefit of 70% of CDBG funds will be used to benefit persons of low and moderate income.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	250
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	250

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

The City of Charleston receives an annual allocation of CDBG and HOME funds. Since the City receives these Federal allocations, the questions below have been completed, as they are applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City of Charleston/Kanawha County Consortium has adopted the HOME Program Recapture Policy for homeownership activities. It is the policy of the City, whenever possible to recapture the appropriate amount of the HOME investments rather than restricting the sale to a qualified low-income family. The HOME subsidy to be recaptured includes only direct homebuyer assistance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Eligibility:

Each qualifying applicant will be issued a Letter of Eligibility after the completion of all the above steps. This letter will inform the applicants of their successful completion of the City of Charleston/Kanawha County Consortium process and provide a limited time frame to search for a home. Applicants are required to negotiate a sales contract for the appropriate sales price prior to expiration. Time frames may be extended at the discretion of MOECD.

Lender Loan:

Applicant is responsible for contacting and scheduling loan application with a participating lender. Upon approval of the loan application, the lender will contact the MOECD to coordinate the closing process. Funds will only be requested after loan approval and/or the determination has been made that closing is possible within 15 days after funding has been received. The first mortgage obtained by the borrower must be a fixed rate loan. The loan term is optional as long as the client can meet the debt-to-income ratio guidelines. It is preferable the loan term remain between 20 to 30 years. The loans require an of escrow of taxes, insurance and additional homeowner fees. Loans with a balloon term are not acceptable.

Affordability/Recapture/Resale Requirements:

HOME units require a minimum affordability period. The City of Charleston/Kanawha County Consortium has elected the minimum set forth by the HOME regulations. The current regulations set a 5-year term for loans less than \$15,000.00, a term of 10 years for loans between 15,000.00 and

40,000.00, and a term of 15 years for any loan over the amount of 40,000.00. The affordability period will begin on the 1st of the second month after the loan closing. To maintain this affordability a recapture requirement as described by 92.254 will apply to assisted property. The loan represents the HOME subsidy to be recaptured and only includes direct homebuyer assistance. Upon sale of the home by the borrower, MOECD will recapture a portion of the HOME investment from the net proceeds of the sale. The HOME investment amount is reduced based on the time the homeowner has owned and occupied the unit measured against the required affordability period. The loan will be reduced on monthly bases by amortizing the total loan amount by the appropriate affordability period. The net proceeds will be determined by subtracting the loan repayments and senior liens from the gross sale price of the home. The homeowner will recover the amounts over and above the funds needed to recapture any outstanding HOME investment. If the net proceeds are not sufficient to recapture any outstanding HOME, the HOME investment amount may be reduced based on actual proceeds received from the sale. This requirement will be enforced by a deed of trust lien that is carried with the loan. Lender will use HOME funds that are recaptured to assist other income eligible clients.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Charleston/Kanawha County Consortium does not intend to refinance any existing debt for multi-family housing that will be rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

This section is not applicable to the City of Charleston/Kanawha County Consortium Program.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

This section is not applicable to the City of Charleston/Kanawha County Consortium Program.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that

limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

This section is not applicable to the City of Charleston/Kanawha County Consortium Program.

The City provides assistance either directly through programs such as rehab or homebuyer assistance or through sub-recipient agreements with a variety of non-profit providers.

Services are essentially available to three different categories of clients. The first is by means of direct benefit as the client being assisted must be income eligible for the assistance such as with the rehab program. Only households who do not exceed the income guidelines for Charleston as established by HUD can receive the assistance.

The next form of assistance is by means of area benefit. Through Census Data or survey and area is determined to have at least 51% of its residents who do not exceed the income guidelines for Charleston as established by HUD can receive the assistance. Typically, this would be some type of community facility improvement such as a street reconstruction project.

The last form of assistance would be a presumed benefit. These are activities are projects where the beneficiary is presumed to be income eligible. The typical example is a curb cut. A curb cut has no real impact on an able-bodied person, however, a person with a disability may not be able to negotiate a sidewalk as they cannot get on or off without a curb cut. HUD has determined disabled persons are presumed to be low-income.

The City has a process it uses when preparing its Five-Year Consolidated Plan and Annual Action Plans where it solicits proposals, generally non-profit services providers, to conduct activities that benefit needs of low- and moderate-income residents of the City. These projects must meet a goal as determined in the Consolidated Plan as well as be eligible and fundable. The City will advertise when applications are available and due to be returned. Application “kits” are made available on the City’s website, mailed to previous applicants or when requested.

Once applications are received, they are reviewed for completeness, eligibility, fundability and scored for potential funding. When the review process is complete recommendations are made to City Council for approval.

Resolution No. 978-24

Introduced in Council:

June 17, 2024

Adopted by Council:

Introduced by:

Brent Burton

Referred to:

Finance

Resolution No. 978-24 - Whereas, the City of Charleston is a member of—and is fiscal agent for—the Metropolitan Drug Enforcement Network Team (“MDENT”);

Whereas, the City of Charleston Police Department also operates a Special Enforcement Unit (“SEU”), which utilizes unmarked vehicles in its operation;

Whereas, from time to time, MDENT and SEU must quickly purchase vehicles to further its public safety mission, which necessarily requires covert movements and operations;

Whereas, current vehicle shortages and manufacturing delays has made it difficult for MDENT and SEU to timely acquire vehicles;

Whereas, when vehicles are ready to be purchased on dealer lots, the vehicles are often sold before MDENT or SEU can obtain City Council purchasing approval;

Whereas, the Chief of the Charleston Police Department has requested that the Administration find a way to lessen the burden of acquiring vehicles for MDENT and SEU;

Whereas, City Council approved similar resolutions for the previous two fiscal years;

Whereas, the Administration recommends that the City Council grant direct purchasing authority to the Mayor or City Manager pursuant to Municipal Code Section 2-486 so vehicles may be acquired in expedited fashion without the need for individual authorizing resolutions;

Whereas, the Mayor or City Manager will ensure that sufficient funds are available within applicable MDENT or SEU accounts prior to purchasing any vehicles; and

Whereas, the Mayor or City Manager will ensure that the purchase of any vehicles adheres to competitive contracting principles to ensure lowest reasonable price is secured;

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

2
3 That the Mayor or City Manager is authorized to directly purchase various vehicles for the
4 Metropolitan Drug Enforcement Network Team ("MDENT") and/or the Special Enforcement
5 Unit ("SEU") without first obtaining an authorizing resolution from the City Council; provided
6 that any vehicle may not exceed the purchase price of \$45,000, and multiple written quotes for
7 identical or substantially similar vehicles must be obtained prior to purchase. The City Manager
8 is directed to create a separate purchasing file related to vehicle purchases made under the
9 authority granted by this resolution and is further directed to file a report with the City Clerk
10 regarding all purchases made under this authority at the second Council meeting of each June.

AGREEMENT FOR DESIGN, FABRICATION, TRANSPORTATION, AND INSTALLATION OF ART FOR CITY CENTER LIVING WALL

This Agreement for Design, Fabrication, Transportation, and Installation of Art for the Charleston Civic Center (the "Agreement"), is made between THE CITY OF CHARLESTON ("The City"), a municipal corporation, hereinafter called "City", and JONATHAN COX, SCULPTOR hereinafter called "Artist".

WHEREAS, the Artist has developed a proposal to design, fabricate, transport, and install an original piece of art (the "Art Work") at City Center at Slack Plaza (the "Project Site"), and as more particularly set forth in Art Work Proposal submitted by Artist. The Art Work Proposal is incorporated herein and made a part hereof, except to the extent inconsistent with the terms of this Agreement, as Exhibit A.

WHEREAS, the Art Work Proposal has been reviewed by the Civic Center Public Art Committee (the "Committee"), and the Committee has recommended to the City Council that it enter into this Agreement with the Artist to design, fabricate, transport, and install the Art Work.

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions set forth herein, agree as follows:

1. Term of the Agreement.

The term ("Term") of this Agreement shall commence upon the Effective Date and be completed no later than October 8, 2018, or upon the Final Acceptance of the Art Work by the City of Charleston/Charleston Civic Center as described in Section 4, whichever is earlier.

2. Services Artist Agrees to Perform.

The Artist agrees to design and fabricate at his Studio in Huntington, West Virginia, and to transport, and install the Art Work at the Project Site and as more specifically set forth in Exhibit A. The Artwork is generally described as a large-scale exterior wall relief sculpture made from stainless steel and glass to be installed at the Living Wall in City Center at Slack Plaza

The Artist will be responsible for the following services (collectively, the "Services"):

- (a) providing the Office of Public Art with the final design submittal for approval;
- (b) fabricating and installing the Art Work in the timeframe described in Section 4;
- (c) consulting with the City's Director of Public Art (the "Director") on the Art Work;
- (d) providing reports, documentation and description of maintenance requirements of Art Work; and
- (e) securing all Project Approvals for fabrication and installation from the City

and any other applicable governmental agencies, including any necessary electrical lighting components.

3. Project Approvals.

Artist, at their expense, shall secure or cause to be secured any and all project approvals and permits (“Project Approvals”), which may be reasonably required by City or other governmental agencies. Director will work cooperatively with Artist to assist in coordinating the expeditious processing and consideration of all necessary Project Approvals for the Art Work. However, the execution of this Agreement does not constitute the granting of, or a commitment to obtain, any Project Approvals required by City or any other governmental agency.

4. Timely Provision of Services.

Artist shall commence and complete design, fabrication, transportation, and installation of the Art Work and satisfy all other obligations and conditions of this Agreement with respect thereto within the times established in this Agreement. Director and Artist may mutually agree in writing to changes in the following schedule:

1. CONCEPTUAL MEETING WITH ARTIST VIA CONFERENCE /SITE VISIT
2. DESIGN REVIEW/APPROVAL (1ST) – WITHIN 15 DAYS OF CONTRACT
3. FABRICATION/EXECUTION – (6 MONTHS)
4. INSTALLATION – COMPLETED BY NOVEMBER 22, 2024
5. FINAL APPROVAL – NOVEMBER 22, 2024

5. Consultation during Design, Fabrication and Installation; Deviation from Approved Specifications.

Artist hereby acknowledges that the goal of the parties to this Agreement is the installation of a work of art that best represents the creative talents of Artist and conforms to the requirements of the City. To those ends, Artist agrees to be available as reasonably required for consultation with the Director during design and execution of the Art Work. Artist shall also make good faith efforts to attend any inauguration or presentation ceremonies and/or public relation events.

Artist shall fabricate and install the Art Work in strict conformity with the specifications and designs approved by the City. However, Artist may at any time make a request of the City for its approval of a deviation from the approved specifications. It is understood that slight variations may occur during fabrication of kinetic sculpture during the balancing process. These variations may slightly deviate from original design but will hold the integrity of the approved concept. All such requests must be made in reasonable specificity and with reasonable advance notice to provide the City with sufficient

information and time to make an informed and considered decision. City reserves the right to bring such requests to the Committee and/or City Council for approval. In no event shall any deviation increase the project scope and/or Contract Amount without prior City Council approval. The City may withhold approval to any such requested deviation in its sole discretion.

6. Preparation of and Access to Project Site/Notice of Conflicting Conditions

The preparation of the Project Site shall be the responsibility of the City. The City will install a proper footer for the sculptor with the approved specifications from the Artist. Cost of transportation to and from the Project Site at the time of installation and any parking fees incurred by the Artist are the responsibility of the Artist.

7. Compensation

7.1. Contract Amount: The total compensation to Artist is \$50,000.00 (Thirty Thousand Dollars) ("Contract Amount") for all Services under this Agreement, including payment to all suppliers, subcontractors, fees, taxes (including City business and occupation tax), Project Approvals, insurance, transportation to and from meetings, site preparation, and all other expenses associated with the scope of work specified in this Agreement. The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the costs of fabricating, transporting, and installing the Art Work, for transporting and unloading materials and equipment to the Project Site, and for the costs of all travel by the Artist and the Artist's agents, subcontractors, fabricators, and employees necessary for the proper performance of the Services required under this Agreement.

7.2. Method of Payment: City agrees to pay Artist for the Services performed by Artist upon certification by City that the Services were actually performed in accordance with this Agreement. City shall make payments to Artist for the amounts specified and Services as described in Exhibit A hereto. Compensation for Services performed shall be paid to Artist upon receipt and approval of invoices by City. Artist shall submit invoices for each payment milestone described in Exhibit A. City shall pay Artist within thirty (30) days after receipt of the invoice by City (each an "Interim Payment"). In no event shall total payment exceed the total Contract Amount described in Section 7.1 unless such payment has been approved in writing by City. After first providing notice required by this Agreement, City may withhold any payments to Artist in any instance in which Artist has failed or refused to satisfy any material obligation provided for under this Agreement or is otherwise in default. In no event shall City be responsible for payments to any supplier or subcontractor of Artist.

7.3 Effect of Interim Payments. Approval of the work to permit an Interim Payment is solely for the benefit of the Artist. Any Interim Payment does not constitute acceptance

or approval of the work by the City; nor shall it be construed as a waiver of the City's right to require that the work conform strictly to the Final Design as approved by the Committee, as specified under Section 4.

8. Method of Payment; Audit and Records.

Invoices furnished by the Artist under this Agreement must be in a form acceptable to the City. Payment shall be made within thirty (30) days after receipt of the invoice by City. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Artist will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

9. Taxes.

Any taxes levied upon this Agreement, the transaction, or the equipment or services delivered under this Agreement, including business and occupation or sales or use taxes shall be borne by the Artist.

10. Liability for Damage to Equipment or Art Work.

The City shall bear no responsibility, nor incur any liability, for loss or damage to the Art Work or any Artist-owned equipment involved in Artist's performance under this Agreement up to and until Final Acceptance of the Art Work by City.

11. Independent Contractor.

Artist shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Artist performs the service required by the terms of this Agreement. Nothing contained herein shall be construed as creating an employment or City relationship between the City and the Artist. Terms in this Agreement referring to direction from the City shall be construed as providing for direction as to policy and result of the Artist's work only and not as to the means by which such a result is obtained. Artist is solely responsible for hiring and paying subcontractors and employees, as well as responsible for the acts of these subcontractors and employees.

12. Artist Warranties

12.1 Conformance with Plans and Specifications. Artist hereby expressly warrants to the City that the Art Work, and all services and materials incorporated therein, shall conform to all plans and specifications of the Art Work approved by the City. The Art Work

shall be subject to inspection and rejection by the City from the beginning of fabrication until the completion and Final Acceptance. An inspection by the City of any work or material shall not be deemed to be a waiver of any future right of inspection or of any right to demand correction of any subsequently discovered defect. Any work or material found to be unsatisfactory or defective before final approval of the work shall be corrected or replaced by the Artist within a reasonable time. Inspection shall not relieve the Artist of the Artist's obligation to furnish materials and workmanship reasonably in accordance with the contract.

12.2. Defects in Material and Workmanship. Artist warrants that the work will be fit for the intended purpose; will be safe and will not have any nuisance or harmful effect; and will be free of defects in workmanship or materials, including inherent defects. Upon inspection and Final Acceptance of the Art Work, the City accepts the Art Work as fit for the intended purpose. Artist warrants that it shall, at Artist's cost and expense, remedy such defects in workmanship or materials that appear after Final Acceptance and within twenty-four (24) months of the Final Acceptance of the Art Work.

In the event the Art Work should deteriorate due to an inherent defect during the 24 months following Final Acceptance, the Artist will repair any deteriorated portion of the Art Work at Artist's expense. "Inherent defect" refers to a quality within the material or materials which comprise the Art Work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent defect" does not include any tendency to deteriorate which is specifically identified in the proposal submitted by the Artist.

12.3. Title. The Artist represents and warrants that: (a) the Art Work is solely the result of the artistic effort of the Artist; and (b) the Art Work is unique and original and does not infringe upon any copyright.

13. Maintenance, Repairs, Alterations and Removal.

13.1. Maintenance and Repair. As a condition to Final Acceptance by the City of the Art Work, the Artist shall provide the City with a materials list, the manufacturer's technical sheets and/or specifications for the materials, and a written description of the regular maintenance needs of the Art Work ("Maintenance and Materials List"). Routine maintenance of the Art Work shall be the responsibility of the City. The City shall maintain the Art Work and/or make minor or emergency repairs without Artist's approval or consultation except that Artist shall be notified of the repairs required in a reasonable manner, provided such work is performed in accordance with the maintenance and materials information provided by the Artist. If necessary maintenance and repairs cannot be made in accordance with the Artist's specifications, or if the Artist has provided insufficient information to the City, the City may use its best judgment to effect necessary repairs in a timely fashion.

13.2. Removal or Destruction. Artist hereby acknowledges that the Art Work, when installed, will be incorporated within and made a part of the Project Site in such a way that removing the Art Work from the Project Site, or the destruction or modification of the Project Site may cause the destruction, distortion, mutilation or other modification of the Art Work. Artist therefore agrees that after twenty-four (24) months following Final Acceptance, the City shall have the absolute right incidental to its ownership of the Art Work to destroy, remove, relocate, move, replace, transport, or transfer, in whole or in part, and may alter, change or modify the Art Work upon first obtaining Artist's advice, consent, and approval, which shall not be unreasonably withheld (such actions being referred to herein as "Alterations"), the Art Work at such time as the City shall deem necessary in order to exercise its powers and responsibilities with respect to public works and improvements in furtherance of City's operations. The City shall make a good faith effort to provide the Artist with prior written notice of the City's intent to undertake any Alterations to the Art Work.

13.3. Public Hazard. Artist warrants to the City that the Art Work as installed does not contain features, materials or elements that pose an unforeseeable danger to the public. In the event that the City reasonably determines that the Art Work presents an imminent hazard to the public not otherwise known at the time of Final Acceptance, the City may authorize the removal of the Art Work without advance approval of the Artist. The Artist shall be notified in advance if possible but no later than ten (10) days of any such action, and the City and Artist shall then consider options for the final disposition, repair, reinstallation, maintenance or de-accession of the Art Work. In the event that the Art Work cannot be removed without being irreparably damaged or destroyed, the Artist hereby agrees to waive any rights to Art Work the Artist may have excepting all copyrights and any reuse of irreparably damaged or destroyed Art Work shall be for the public good and not available for resale in whole or in part.

14. Insurance

14.1. Required Insurance. Artist shall place and maintain for the periods stated below, and pay the cost thereof, the following insurance policies: (a) Worker's Compensation. If Artist has employees, Artist shall procure and maintain statutory Worker's Compensation Insurance in the jurisdiction where the work is being performed and provide a waiver of subrogation against the City. Artist shall also procure and maintain Employer's Liability Insurance with a limit of no less than \$1,000,000 each accident, covering all employees. If Artist warrants that it is not an employer and has no employees, then the City waives the requirement for Worker's Compensation and Employer's Liability Insurance under this Agreement. Artist shall ensure that Artists' subcontractors who do qualify as employers procure prior Worker's Compensation, with Employer's Liability insurance, with limits of no less than \$1 million each accident, covering all employees employed by Artist's subcontractor to provide statutory benefits as required by law, said policy shall be endorsed to provide that the insurer waives all rights of subrogation against

the City; (b) General Liability Insurance. Artist shall procure and maintain Comprehensive General Liability Insurance with limits not less than \$1,000,000 for each occurrence combined single limit for bodily injury and property damage; (c) Risk of Loss Insurance. Artist shall procure and maintain Risk of Loss Insurance in an amount not less than \$100,000.00 (One Hundred Thousand Dollars). Artist shall take such measures as are reasonably necessary to protect the Art Work from loss or damage until Artist has completed the Art Work as specified herein and ownership is transferred to the City. The risk of loss or damage to the Art Work shall be borne by Artist prior to Final Acceptance of the Art Work by the City.

15. Indemnification and General Liability.

From the effective date of this Agreement and continuing for twenty-four (24) months following Final Acceptance of the Art Work, Artist shall defend, indemnify and hold harmless the City and its officers, employees, agents, contractors, consultants and members of its boards, committees and commissions (an "Indemnified Person") harmless from and against any and all Losses arising directly or indirectly, in whole or in part, out of any injury to or death to any person or damage to or destruction of any property, from any cause whatsoever, relating to Artist's performance, failure to perform, breach of this Agreement, or Artist's warranty to provide Art Work fit for the intended purpose, safe not having any nuisance or harmful effect and free of defects in workmanship and materials, including inherent defects, whether such Loss is caused by the Artist or its agents, employees or contractors, but excluding liability caused by conduct of the City. In the event any action or proceeding is brought against an Indemnified Person by reason of a claim arising out of any Loss covered by this indemnity, and upon written notice from such Indemnified Person, Artist shall at the Artist's sole expense answer and otherwise defend such action or proceeding using counsel approved in writing by the Indemnified Person which shall not be unreasonably denied. Indemnified Persons shall exercise commercially reasonable efforts to notify Artist within 10 days of receipt of any claim or action. For purposes of this Section, the term "Losses" shall mean any and all claims, demands, losses, damages, liens, liabilities, injuries, deaths, penalties, fines, lawsuits and other proceedings, judgments and awards rendered therein, and costs and expenses, including, but not limited to, reasonable attorney's fees. The Artist shall indemnify and hold the City harmless from all loss and liability, including attorney's fees, court costs, and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property claims of any third party persons arising from the Artist's work under this Agreement. The provisions of this Section 15 shall survive termination of this Agreement.

16. Default; Remedies; Termination.

16.1. For Cause. Failure or refusal of either party to perform or do any act herein required shall constitute a default. Either party may terminate this Agreement upon seven

(7) days' advance written notice to the other party in the event that the other party (i) materially breaches any duty, obligation, or service required pursuant to this Agreement and (ii) fails to cure such breach within ten (10) days after written notice of such breach from the non-breaching party. In the event this Agreement is terminated by reason of the Artist's default, the Artist shall immediately refund to the City the amount of any interim payment(s) made to the Artist.

16.2. For Public Convenience or Necessity. The City may terminate this Agreement at any time, in whole or in part, at any time for the convenience of the City, or should the City have a compelling public need to terminate this Agreement. The Director will deliver to Artist a Notice of Termination specifying the effective date thereof, which shall not be fewer than fifteen (15) days. Upon termination by City pursuant to this subsection 16.2, City shall provide for payment to the Artist for services rendered and expenses incurred prior to the termination date. Artist shall receive payment only for expenses directly related to the current phase of the Project at the time of termination.

16.3. No Waiver. The remedies described herein are in addition to all other remedies available to either party under the laws of the State of West Virginia should the other party fail to comply with the terms of this Agreement.

17. Notices.

Submittals, payments, requests, notices and reports required under this Agreement shall be delivered as follows:

For the City:
Jeff Pierson, Director of Public Art
City of Charleston
915 Quarrier Street, Suite 2
Charleston, WV 25301

For the Artist:
Jonathan Cox, Sculptor
768 Private Drive 3952
Mallow Wood, Ohio 45696

- Studio Located- 110 Cheshire Way Huntington, WV 25704

Any submittal, payment, request, notice, or report shall be deemed delivered five (5) business days after the party providing notice has mailed said notice to the other party by certified mail.

18. Ownership of Art Work; Copyright and Patents; Documentation.

18.1. Generally. Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Art Work except as otherwise set forth in this Agreement. The City is not responsible for any third party infringement of the Artist's copyrights and Artist agrees to hold the City harmless for any such infringement.

Title to and ownership of the Art Work shall be held by the City.

18.2. Display. The City has the right to display the Artist's project drawings and models, and is authorized to make and reproduce photographs and other two-dimensional reproductions of Artist's drawings or models for publicity and non-commercial program purposes and Artist shall be identified therein.

18.3. Reproduction Rights. City shall have a perpetual, nonexclusive license to make, and to authorize the making of photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and other non-commercial purposes. For the purposes of this Agreement, the following are deemed to be reproductions for non-commercial purposes: reproduction in exhibition catalogues, books, slides, photographs, postcards, posters and calendars, and the City's, Charleston Convention and Visitor's Bureau's, or Civic Center's on-line webpages; in art magazines, art books, and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational purposes from all stations.

18.4. Artistic Credit. The City hereby agrees to credit the Artist for the Art Work upon publication of any two-dimensional reproductions of the work as stated in this Section.

19. Subcontracting.

The Artist shall not subcontract this Agreement or any part of it unless such subcontracting is approved by the City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. In the event Artist desires to subcontract for any of the services under this Agreement, the Artist shall notify the City in writing and describe in detail the services to be provided by said subcontractor. Within ten (10) business days after receipt of Artist's notice of intent to subcontract, City shall notify Artist in writing of its consent to subcontract, which consent shall not be unreasonably withheld. All subcontractors shall obtain insurance for the coverages and amounts described in Section 14. All insurance policies of subcontractors shall name the City as an additional insured.

The Artist's agreements with its subcontractors shall require that the subcontractors comply with each of the Artist's legal obligations to the City as set forth in this Agreement.

20. No Assignment or Transfer.

Artist shall consistently give its personal attention to the faithful execution of the scope of work of this Agreement. The Artist shall keep the work under its control and shall not assign or subcontract the whole or any part thereof, except as herein provided. All transactions with subcontractors shall be made through the Artist, and no subcontractor shall relieve the Artist of any of the Artist's liability or obligations under this contract.

21. Compliance with Laws

In the performance of this contract, Artist agrees to comply with applicable laws and regulations. Artist covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Artist by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Artist under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. Artist shall not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, gender, sexual orientation, or disability.

22. Conflicts of Interest

Artist covenants and declares that, other than this Agreement, it has no business holdings or agreements with any official, employee or other representative of the City. For the duration of this Agreement, in the event the Artist or its principals, agents or employees acquire such a holding, interest or agreement within the City of Charleston or with any official, employee or representative of the City in the future, the Artist will immediately notify the City of such holding, interest or agreement in writing.

23. Miscellaneous

23.1. Survival of Indemnities and Other Provisions. Termination of this Agreement shall not affect City's right to enforce any and all indemnities, representations or warranties given or made by Artist to City under this Agreement, nor shall it affect any other provision of this Agreement that expressly states it shall survive termination.

23.2. Force Majeure. In the event of any condition or event, not existing as of the date of execution of the Agreement, not reasonably foreseeable as of such date, and not reasonably within the control of the parties which prevents in whole or in material part the performance of either party of its obligations hereunder, the obligations of each party to perform under the Agreement shall be suspended until the cause no longer prevents or makes impracticable either party's performance at which time all obligations shall resume. Either party shall have the right to terminate this Agreement upon written notice to the other should the condition or event continue for a period of two (2) days or more. Force Majeure events or conditions shall include, but not be limited to, riots, war, governmental

action, strikes or lockouts (other than the parties), epidemics, flood, earthquake and explosion.

23.3. Forum Provision Choice of Law, Consent to Jurisdiction and Venue. This Agreement shall be deemed to be executed in The City of Charleston, State of West Virginia, regardless of the domicile of Artist, and shall be governed by and construed in accordance with the laws of the State of West Virginia. The parties agree that any and all claims asserted by or against City arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

23.4. Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Artist and City and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third-party beneficiaries to this Agreement.

23.5. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement mutually executed between each of the parties hereto.

23.6. Non-waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

23.7. Entire Agreement; Construction and Interpretation of Agreement. (a) The parties intend that this Agreement (including all of the attached exhibits, which are made a part of this Agreement) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. (b) Should any provisions or portions of this Agreement be held unenforceable or invalid, the remaining provisions and portions shall be unaffected by such holdings. (c) The subject headings of the paragraphs of this Agreement are for convenience only and shall not affect the construction or interpretation of any of its provisions. (d) The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Agreement. (e) This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which taken together shall constitute one and the same instrument. (f) If more than one person executes this Agreement on behalf of Artist, the obligations and liabilities of each such person shall be joint and several as to all obligations and liabilities of Artist hereunder.

IN WITNESS WHEREOF, The City of Charleston has caused its name to be signed hereto by its City Manager, ~~David Molgaard~~Benjamin Mishoe, and Artist has caused this Agreement to be properly executed personally or by its duly authorized officer ~~thereunto~~ duly authorized.

THE CITY OF CHARLESTON,
a municipal corporation

~~Harry McDaniel~~Jonathan Cox, Sculptor

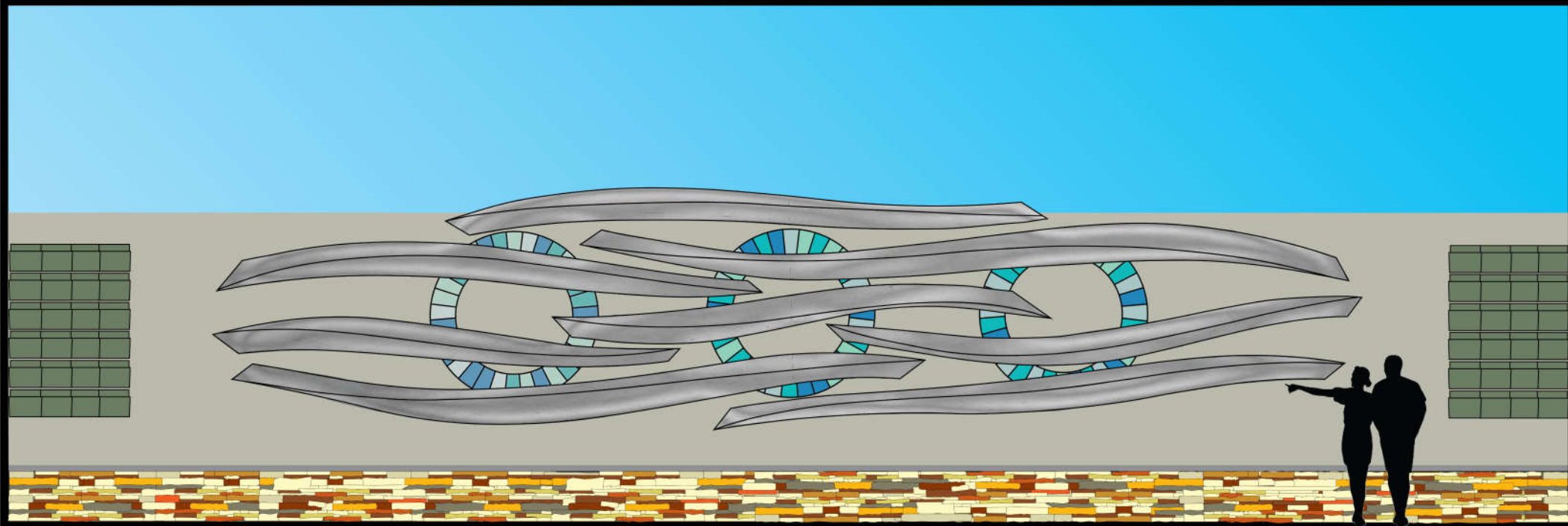
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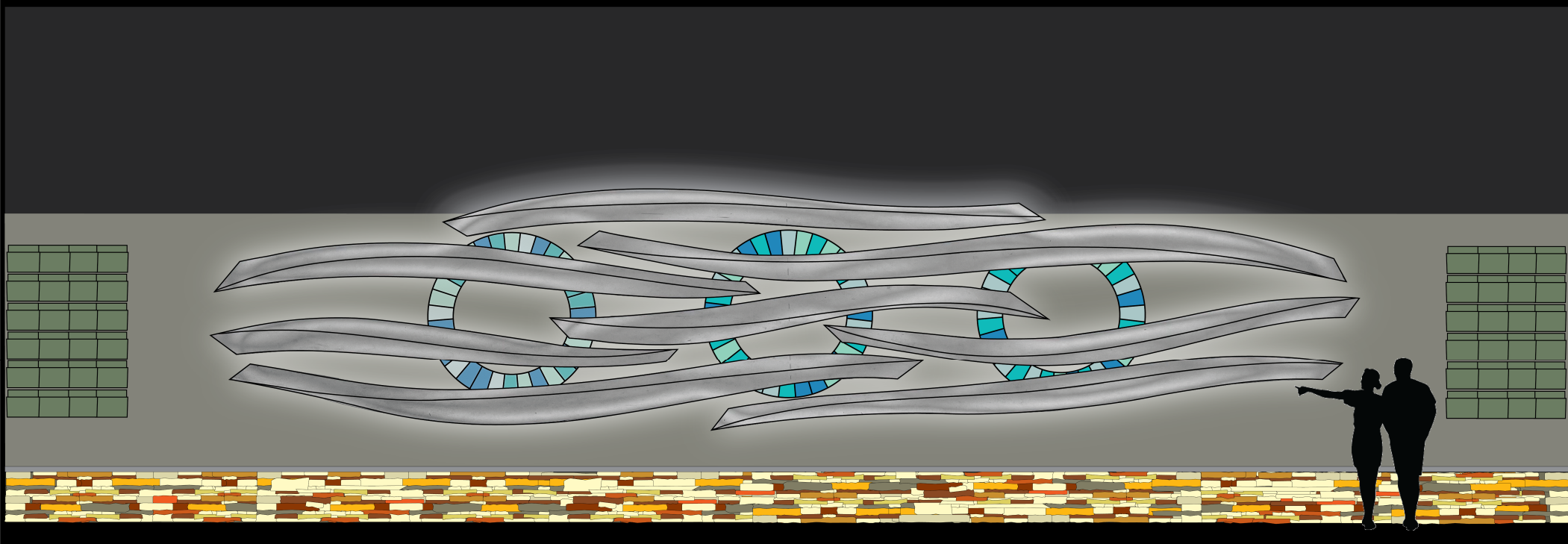
Date _____

Date _____

DAY TIME RENDERING



NIGHT TIME RENDERING



AGREEMENT FOR DESIGN, FABRICATION, TRANSPORTATION, AND INSTALLATION OF ART FOR CITY CENTER LIVING WALL

This Agreement for Design, Fabrication, Transportation, and Installation of Art for the Charleston Civic Center (the "Agreement"), is made between THE CITY OF CHARLESTON ("The City"), a municipal corporation, hereinafter called "City", and JONATHAN COX, SCULPTOR hereinafter called "Artist".

WHEREAS, the Artist has developed a proposal to design, fabricate, transport, and install an original piece of art (the "Art Work") at City Center at Slack Plaza (the "Project Site"), and as more particularly set forth in Art Work Proposal submitted by Artist. The Art Work Proposal is incorporated herein and made a part hereof, except to the extent inconsistent with the terms of this Agreement, as Exhibit A.

WHEREAS, the Art Work Proposal has been reviewed by the Civic Center Public Art Committee (the "Committee"), and the Committee has recommended to the City Council that it enter into this Agreement with the Artist to design, fabricate, transport, and install the Art Work.

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions set forth herein, agree as follows:

1. Term of the Agreement.

The term ("Term") of this Agreement shall commence upon the Effective Date and be completed no later than October 8, 2018, or upon the Final Acceptance of the Art Work by the City of Charleston/Charleston Civic Center as described in Section 4, whichever is earlier.

2. Services Artist Agrees to Perform.

The Artist agrees to design and fabricate at his Studio in Huntington, West Virginia, and to transport, and install the Art Work at the Project Site and as more specifically set forth in Exhibit A. The Artwork is generally described as a large-scale exterior wall relief sculpture made from stainless steel and glass to be installed at the Living Wall in City Center at Slack Plaza

The Artist will be responsible for the following services (collectively, the "Services"):

- (a) providing the Office of Public Art with the final design submittal for approval;
- (b) fabricating and installing the Art Work in the timeframe described in Section 4;
- (c) consulting with the City's Director of Public Art (the "Director") on the Art Work;
- (d) providing reports, documentation and description of maintenance requirements of Art Work; and
- (e) securing all Project Approvals for fabrication and installation from the City

and any other applicable governmental agencies, including any necessary electrical lighting components.

3. Project Approvals.

Artist, at their expense, shall secure or cause to be secured any and all project approvals and permits ("Project Approvals"), which may be reasonably required by City or other governmental agencies. Director will work cooperatively with Artist to assist in coordinating the expeditious processing and consideration of all necessary Project Approvals for the Art Work. However, the execution of this Agreement does not constitute the granting of, or a commitment to obtain, any Project Approvals required by City or any other governmental agency.

4. Timely Provision of Services.

Artist shall commence and complete design, fabrication, transportation, and installation of the Art Work and satisfy all other obligations and conditions of this Agreement with respect thereto within the times established in this Agreement. Director and Artist may mutually agree in writing to changes in the following schedule:

1. CONCEPTUAL MEETING WITH ARTIST VIA CONFERENCE /SITE VISIT
2. DESIGN REVIEW/APPROVAL (1ST) – WITHIN 15 DAYS OF CONTRACT
3. FABRICATION/EXECUTION – (6 MONTHS)
4. INSTALLATION – COMPLETED BY NOVEMBER 22, 2024
5. FINAL APPROVAL – NOVEMBER 22, 2024

5. Consultation during Design, Fabrication and Installation; Deviation from Approved Specifications.

Artist hereby acknowledges that the goal of the parties to this Agreement is the installation of a work of art that best represents the creative talents of Artist and conforms to the requirements of the City. To those ends, Artist agrees to be available as reasonably required for consultation with the Director during design and execution of the Art Work. Artist shall also make good faith efforts to attend any inauguration or presentation ceremonies and/or public relation events.

Artist shall fabricate and install the Art Work in strict conformity with the specifications and designs approved by the City. However, Artist may at any time make a request of the City for its approval of a deviation from the approved specifications. It is understood that slight variations may occur during fabrication of kinetic sculpture during the balancing process. These variations may slightly deviate from original design but will hold the integrity of the approved concept. All such requests must be made in reasonable specificity and with reasonable advance notice to provide the City with sufficient

information and time to make an informed and considered decision. City reserves the right to bring such requests to the Committee and/or City Council for approval. In no event shall any deviation increase the project scope and/or Contract Amount without prior City Council approval. The City may withhold approval to any such requested deviation in its sole discretion.

6. Preparation of and Access to Project Site/Notice of Conflicting Conditions

The preparation of the Project Site shall be the responsibility of the City. The City will install a proper footer for the sculptor with the approved specifications from the Artist. Cost of transportation to and from the Project Site at the time of installation and any parking fees incurred by the Artist are the responsibility of the Artist.

7. Compensation

7.1. Contract Amount: The total compensation to Artist is \$50,000.00 (Fifty Thousand Dollars) ("Contract Amount") for all Services under this Agreement, including payment to all suppliers, subcontractors, fees, taxes (including City business and occupation tax), Project Approvals, insurance, transportation to and from meetings, site preparation, and all other expenses associated with the scope of work specified in this Agreement. The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the costs of fabricating, transporting, and installing the Art Work, for transporting and unloading materials and equipment to the Project Site, and for the costs of all travel by the Artist and the Artist's agents, subcontractors, fabricators, and employees necessary for the proper performance of the Services required under this Agreement.

7.2. Method of Payment: City agrees to pay Artist for the Services performed by Artist upon certification by City that the Services were actually performed in accordance with this Agreement. City shall make payments to Artist for the amounts specified and Services as described in Exhibit A hereto. Compensation for Services performed shall be paid to Artist upon receipt and approval of invoices by City. Artist shall submit invoices for each payment milestone described in Exhibit A. City shall pay Artist within thirty (30) days after receipt of the invoice by City (each an "Interim Payment"). In no event shall total payment exceed the total Contract Amount described in Section 7.1 unless such payment has been approved in writing by City. After first providing notice required by this Agreement, City may withhold any payments to Artist in any instance in which Artist has failed or refused to satisfy any material obligation provided for under this Agreement or is otherwise in default. In no event shall City be responsible for payments to any supplier or subcontractor of Artist.

7.3 Effect of Interim Payments. Approval of the work to permit an Interim Payment is solely for the benefit of the Artist. Any Interim Payment does not constitute acceptance

or approval of the work by the City; nor shall it be construed as a waiver of the City's right to require that the work conform strictly to the Final Design as approved by the Committee, as specified under Section 4.

8. Method of Payment; Audit and Records.

Invoices furnished by the Artist under this Agreement must be in a form acceptable to the City. Payment shall be made within thirty (30) days after receipt of the invoice by City. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Artist will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

9. Taxes.

Any taxes levied upon this Agreement, the transaction, or the equipment or services delivered under this Agreement, including business and occupation or sales or use taxes shall be borne by the Artist.

10. Liability for Damage to Equipment or Art Work.

The City shall bear no responsibility, nor incur any liability, for loss or damage to the Art Work or any Artist-owned equipment involved in Artist's performance under this Agreement up to and until Final Acceptance of the Art Work by City.

11. Independent Contractor.

Artist shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Artist performs the service required by the terms of this Agreement. Nothing contained herein shall be construed as creating an employment or City relationship between the City and the Artist. Terms in this Agreement referring to direction from the City shall be construed as providing for direction as to policy and result of the Artist's work only and not as to the means by which such a result is obtained. Artist is solely responsible for hiring and paying subcontractors and employees, as well as responsible for the acts of these subcontractors and employees.

12. Artist Warranties

12.1 Conformance with Plans and Specifications. Artist hereby expressly warrants to the City that the Art Work, and all services and materials incorporated therein, shall conform to all plans and specifications of the Art Work approved by the City. The Art Work

shall be subject to inspection and rejection by the City from the beginning of fabrication until the completion and Final Acceptance. An inspection by the City of any work or material shall not be deemed to be a waiver of any future right of inspection or of any right to demand correction of any subsequently discovered defect. Any work or material found to be unsatisfactory or defective before final approval of the work shall be corrected or replaced by the Artist within a reasonable time. Inspection shall not relieve the Artist of the Artist's obligation to furnish materials and workmanship reasonably in accordance with the contract.

12.2. Defects in Material and Workmanship. Artist warrants that the work will be fit for the intended purpose; will be safe and will not have any nuisance or harmful effect; and will be free of defects in workmanship or materials, including inherent defects. Upon inspection and Final Acceptance of the Art Work, the City accepts the Art Work as fit for the intended purpose. Artist warrants that it shall, at Artist's cost and expense, remedy such defects in workmanship or materials that appear after Final Acceptance and within twenty-four (24) months of the Final Acceptance of the Art Work.

In the event the Art Work should deteriorate due to an inherent defect during the 24 months following Final Acceptance, the Artist will repair any deteriorated portion of the Art Work at Artist's expense. "Inherent defect" refers to a quality within the material or materials which comprise the Art Work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent defect" does not include any tendency to deteriorate which is specifically identified in the proposal submitted by the Artist.

12.3. Title. The Artist represents and warrants that: (a) the Art Work is solely the result of the artistic effort of the Artist; and (b) the Art Work is unique and original and does not infringe upon any copyright.

13. Maintenance, Repairs, Alterations and Removal.

13.1. Maintenance and Repair. As a condition to Final Acceptance by the City of the Art Work, the Artist shall provide the City with a materials list, the manufacturer's technical sheets and/or specifications for the materials, and a written description of the regular maintenance needs of the Art Work ("Maintenance and Materials List"). Routine maintenance of the Art Work shall be the responsibility of the City. The City shall maintain the Art Work and/or make minor or emergency repairs without Artist's approval or consultation except that Artist shall be notified of the repairs required in a reasonable manner, provided such work is performed in accordance with the maintenance and materials information provided by the Artist. If necessary maintenance and repairs cannot be made in accordance with the Artist's specifications, or if the Artist has provided insufficient information to the City, the City may use its best judgment to effect necessary repairs in a timely fashion.

13.2. Removal or Destruction. Artist hereby acknowledges that the Art Work, when installed, will be incorporated within and made a part of the Project Site in such a way that removing the Art Work from the Project Site, or the destruction or modification of the Project Site may cause the destruction, distortion, mutilation or other modification of the Art Work. Artist therefore agrees that after twenty-four (24) months following Final Acceptance, the City shall have the absolute right incidental to its ownership of the Art Work to destroy, remove, relocate, move, replace, transport, or transfer, in whole or in part, and may alter, change or modify the Art Work upon first obtaining Artist's advice, consent, and approval, which shall not be unreasonably withheld (such actions being referred to herein as "Alterations"), the Art Work at such time as the City shall deem necessary in order to exercise its powers and responsibilities with respect to public works and improvements in furtherance of City's operations. The City shall make a good faith effort to provide the Artist with prior written notice of the City's intent to undertake any Alterations to the Art Work.

13.3. Public Hazard. Artist warrants to the City that the Art Work as installed does not contain features, materials or elements that pose an unforeseeable danger to the public. In the event that the City reasonably determines that the Art Work presents an imminent hazard to the public not otherwise known at the time of Final Acceptance, the City may authorize the removal of the Art Work without advance approval of the Artist. The Artist shall be notified in advance if possible but no later than ten (10) days of any such action, and the City and Artist shall then consider options for the final disposition, repair, reinstallation, maintenance or de-accession of the Art Work. In the event that the Art Work cannot be removed without being irreparably damaged or destroyed, the Artist hereby agrees to waive any rights to Art Work the Artist may have excepting all copyrights and any reuse of irreparably damaged or destroyed Art Work shall be for the public good and not available for resale in whole or in part.

14. Insurance

14.1. Required Insurance. Artist shall place and maintain for the periods stated below, and pay the cost thereof, the following insurance policies: (a) Worker's Compensation. If Artist has employees, Artist shall procure and maintain statutory Worker's Compensation Insurance in the jurisdiction where the work is being performed and provide a waiver of subrogation against the City. Artist shall also procure and maintain Employer's Liability Insurance with a limit of no less than \$1,000,000 each accident, covering all employees. If Artist warrants that it is not an employer and has no employees, then the City waives the requirement for Worker's Compensation and Employer's Liability Insurance under this Agreement. Artist shall ensure that Artists' subcontractors who do qualify as employers procure prior Worker's Compensation, with Employer's Liability insurance, with limits of no less than \$1 million each accident, covering all employees employed by Artist's subcontractor to provide statutory benefits as required by law, said policy shall be endorsed to provide that the insurer waives all rights of subrogation against

the City; (b) General Liability Insurance. Artist shall procure and maintain Comprehensive General Liability Insurance with limits not less than \$1,000,000 for each occurrence combined single limit for bodily injury and property damage; (c) Risk of Loss Insurance. Artist shall procure and maintain Risk of Loss Insurance in an amount not less than \$100,000.00 (One Hundred Thousand Dollars). Artist shall take such measures as are reasonably necessary to protect the Art Work from loss or damage until Artist has completed the Art Work as specified herein and ownership is transferred to the City. The risk of loss or damage to the Art Work shall be borne by Artist prior to Final Acceptance of the Art Work by the City.

15. Indemnification and General Liability.

From the effective date of this Agreement and continuing for twenty-four (24) months following Final Acceptance of the Art Work, Artist shall defend, indemnify and hold harmless the City and its officers, employees, agents, contractors, consultants and members of its boards, committees and commissions (an "Indemnified Person") harmless from and against any and all Losses arising directly or indirectly, in whole or in part, out of any injury to or death to any person or damage to or destruction of any property, from any cause whatsoever, relating to Artist's performance, failure to perform, breach of this Agreement, or Artist's warranty to provide Art Work fit for the intended purpose, safe not having any nuisance or harmful effect and free of defects in workmanship and materials, including inherent defects, whether such Loss is caused by the Artist or its agents, employees or contractors, but excluding liability caused by conduct of the City. In the event any action or proceeding is brought against an Indemnified Person by reason of a claim arising out of any Loss covered by this indemnity, and upon written notice from such Indemnified Person, Artist shall at the Artist's sole expense answer and otherwise defend such action or proceeding using counsel approved in writing by the Indemnified Person which shall not be unreasonably denied. Indemnified Persons shall exercise commercially reasonable efforts to notify Artist within 10 days of receipt of any claim or action. For purposes of this Section, the term "Losses" shall mean any and all claims, demands, losses, damages, liens, liabilities, injuries, deaths, penalties, fines, lawsuits and other proceedings, judgments and awards rendered therein, and costs and expenses, including, but not limited to, reasonable attorney's fees. The Artist shall indemnify and hold the City harmless from all loss and liability, including attorney's fees, court costs, and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property claims of any third party persons arising from the Artist's work under this Agreement. The provisions of this Section 15 shall survive termination of this Agreement.

16. Default; Remedies; Termination.

16.1. For Cause. Failure or refusal of either party to perform or do any act herein required shall constitute a default. Either party may terminate this Agreement upon seven

(7) days' advance written notice to the other party in the event that the other party (i) materially breaches any duty, obligation, or service required pursuant to this Agreement and (ii) fails to cure such breach within ten (10) days after written notice of such breach from the non-breaching party. In the event this Agreement is terminated by reason of the Artist's default, the Artist shall immediately refund to the City the amount of any interim payment(s) made to the Artist.

16.2. For Public Convenience or Necessity. The City may terminate this Agreement at any time, in whole or in part, at any time for the convenience of the City, or should the City have a compelling public need to terminate this Agreement. The Director will deliver to Artist a Notice of Termination specifying the effective date thereof, which shall not be fewer than fifteen (15) days. Upon termination by City pursuant to this subsection 16.2, City shall provide for payment to the Artist for services rendered and expenses incurred prior to the termination date. Artist shall receive payment only for expenses directly related to the current phase of the Project at the time of termination.

16.3. No Waiver. The remedies described herein are in addition to all other remedies available to either party under the laws of the State of West Virginia should the other party fail to comply with the terms of this Agreement.

17. Notices.

Submittals, payments, requests, notices and reports required under this Agreement shall be delivered as follows:

For the City:
Jeff Pierson, Director of Public Art
City of Charleston
915 Quarrier Street, Suite 2
Charleston, WV 25301

For the Artist:
Jonathan Cox, Sculptor
768 Private Drive 3952
Mallow Wood, Ohio 45696

- Studio Located- 110 Cheshire Way Huntington, WV 25704

Any submittal, payment, request, notice, or report shall be deemed delivered five (5) business days after the party providing notice has mailed said notice to the other party by certified mail.

18. Ownership of Art Work; Copyright and Patents; Documentation.

18.1. Generally. Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Art Work except as otherwise set forth in this Agreement. The City is not responsible for any third party infringement of the Artist's copyrights and Artist agrees to hold the City harmless for any such infringement.

Title to and ownership of the Art Work shall be held by the City.

18.2. Display. The City has the right to display the Artist's project drawings and models, and is authorized to make and reproduce photographs and other two-dimensional reproductions of Artist's drawings or models for publicity and non-commercial program purposes and Artist shall be identified therein.

18.3. Reproduction Rights. City shall have a perpetual, nonexclusive license to make, and to authorize the making of photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and other non-commercial purposes. For the purposes of this Agreement, the following are deemed to be reproductions for non-commercial purposes: reproduction in exhibition catalogues, books, slides, photographs, postcards, posters and calendars, and the City's, Charleston Convention and Visitor's Bureau's, or Civic Center's on-line webpages; in art magazines, art books, and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational purposes from all stations.

18.4. Artistic Credit. The City hereby agrees to credit the Artist for the Art Work upon publication of any two-dimensional reproductions of the work as stated in this Section.

19. Subcontracting.

The Artist shall not subcontract this Agreement or any part of it unless such subcontracting is approved by the City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. In the event Artist desires to subcontract for any of the services under this Agreement, the Artist shall notify the City in writing and describe in detail the services to be provided by said subcontractor. Within ten (10) business days after receipt of Artist's notice of intent to subcontract, City shall notify Artist in writing of its consent to subcontract, which consent shall not be unreasonably withheld. All subcontractors shall obtain insurance for the coverages and amounts described in Section 14. All insurance policies of subcontractors shall name the City as an additional insured.

The Artist's agreements with its subcontractors shall require that the subcontractors comply with each of the Artist's legal obligations to the City as set forth in this Agreement.

20. No Assignment or Transfer.

Artist shall consistently give its personal attention to the faithful execution of the scope of work of this Agreement. The Artist shall keep the work under its control and shall not assign or subcontract the whole or any part thereof, except as herein provided. All transactions with subcontractors shall be made through the Artist, and no subcontractor shall relieve the Artist of any of the Artist's liability or obligations under this contract.

21. Compliance with Laws

In the performance of this contract, Artist agrees to comply with applicable laws and regulations. Artist covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Artist by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Artist under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. Artist shall not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, gender, sexual orientation, or disability.

22. Conflicts of Interest

Artist covenants and declares that, other than this Agreement, it has no business holdings or agreements with any official, employee or other representative of the City. For the duration of this Agreement, in the event the Artist or its principals, agents or employees acquire such a holding, interest or agreement within the City of Charleston or with any official, employee or representative of the City in the future, the Artist will immediately notify the City of such holding, interest or agreement in writing.

23. Miscellaneous

23.1. Survival of Indemnities and Other Provisions. Termination of this Agreement shall not affect City's right to enforce any and all indemnities, representations or warranties given or made by Artist to City under this Agreement, nor shall it affect any other provision of this Agreement that expressly states it shall survive termination.

23.2. Force Majeure. In the event of any condition or event, not existing as of the date of execution of the Agreement, not reasonably foreseeable as of such date, and not reasonably within the control of the parties which prevents in whole or in material part the performance of either party of its obligations hereunder, the obligations of each party to perform under the Agreement shall be suspended until the cause no longer prevents or makes impracticable either party's performance at which time all obligations shall resume. Either party shall have the right to terminate this Agreement upon written notice to the other should the condition or event continue for a period of two (2) days or more. Force Majeure events or conditions shall include, but not be limited to, riots, war, governmental

action, strikes or lockouts (other than the parties), epidemics, flood, earthquake and explosion.

23.3. Forum Provision Choice of Law, Consent to Jurisdiction and Venue. This Agreement shall be deemed to be executed in The City of Charleston, State of West Virginia, regardless of the domicile of Artist, and shall be governed by and construed in accordance with the laws of the State of West Virginia. The parties agree that any and all claims asserted by or against City arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

23.4. Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Artist and City and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third-party beneficiaries to this Agreement.

23.5. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement mutually executed between each of the parties hereto.

23.6. Non-waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

23.7. Entire Agreement; Construction and Interpretation of Agreement. (a) The parties intend that this Agreement (including all of the attached exhibits, which are made a part of this Agreement) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. (b) Should any provisions or portions of this Agreement be held unenforceable or invalid, the remaining provisions and portions shall be unaffected by such holdings. (c) The subject headings of the paragraphs of this Agreement are for convenience only and shall not affect the construction or interpretation of any of its provisions. (d) The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Agreement. (e) This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which taken together shall constitute one and the same instrument. (f) If more than one person executes this Agreement on behalf of Artist, the obligations and liabilities of each such person shall be joint and several as to all obligations and liabilities of Artist hereunder.

IN WITNESS WHEREOF, The City of Charleston has caused its name to be signed hereto by its City Manager, Benjamin Mishoe, and Artist has caused this Agreement to be properly executed personally or by its duly authorized officer .

**THE CITY OF CHARLESTON,
a municipal corporation**

Jonathan Cox, Sculptor

By_____

By_____

Date_____

Date_____

1 Resolution No. 980-24

2
3 Introduced in Council:

Adopted by Council:

4
5 June 17, 2024

6
7 Introduced by:

Referred to:

8
9 Brent Burton

Finance

10
11
12 Resolution No. 980-24 – Authorizing the Mayor or City Manager to enter into a Memorandum
13 of Understanding (MOU) with other participating agencies comprising the Metro Drug
14 Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the
15 Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of
16 Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum
17 cooperation in combined law enforcement efforts to address drug and related violent crime
18 offenses in Charleston and surrounding communities. The MOU is in effect for a one-year
19 period starting July 1, 2024, and ending June 30, 2025.

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

22
23 That the Mayor or City Manager is authorized to enter into a Memorandum of Understanding
24 (MOU) with other participating agencies comprising the Metro Drug Enforcement Network
25 Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of
26 the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of
27 Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law
28 enforcement efforts to address drug and related violent crime offenses in Charleston and
29 surrounding communities. The MOU is in effect for a one-year period starting July 1, 2024, and
30 ending June 30, 2025.

MEMORANDUM OF UNDERSTANDING

The following agencies hereby enter into this Memorandum of Understanding (MOU) as of the date this MOU is signed by the agency's representative. The effective date of this MOU is July 1, 2024.

City of Charleston
City of St. Albans
City of Dunbar
City of Nitro
City of South Charleston
City of Hurricane
Putnam County Sheriff's Department
Kanawha County Sheriff's Department
West Virginia State Police
Federal Bureau of Alcohol, Tobacco, and Firearms
Federal Bureau of Investigations
U. S. Attorney's Office for the Southern District of WV

PURPOSE: the purpose of this MOU is to memorialize the operating terms under which this task force, named the Metropolitan Drug Enforcement Network Team (MDENT), develop and enhance cooperation and information exchange between the parties to this MOU and to achieve maximum effective and efficient law enforcement efforts to address drug and violent crime related offenses in the Kanawha County, Putnam County, and Charleston, West Virginia, area.

DEFINITIONS: When used in this MOU, the following words shall be defined as:

1. AHIDTA—Appalachian High Intensity Drug Trafficking Act Program
2. Control Board – The oversight board for MDENT.
3. DCJS – Justice and Community Services with the Division of Administrative Services of the West Virginia Department of Homeland Security
4. Employing agency – The law enforcement agency that hired, employs, and pays the applicable salary and benefits of the law enforcement officer assigned to MDENT.
5. Federal Agencies – The Federal Bureau of Investigations, the Drug Enforcement Agency and the Bureau of Alcohol, Tobacco and Firearms.
6. Grantee – The agency that prepares, submits, and oversees administration of funding applications on behalf of MDENT. For the purposes of this MOU the grantee is the City of Charleston.
7. Local Agencies – The City of Charleston, the City of Dunbar, the City of Nitro, the City of South Charleston, the City of St. Albans, the City of Hurricane, the Kanawha County Sheriff's Department, and the Putnam County Sheriff's Department.
8. MDENT – Metropolitan Drug Enforcement Network Team
9. MOU – Memorandum of Understanding

10. Operating Account – Monies maintained in an interest-bearing account by the grantee to be used to pay expenses incurred by MDENT in pursuit of its stated purpose. These monies come from funds lawfully secured as a result of forfeiture of money and property from drug related seizures and monies contributed to MDENT by other entities.
11. Participating agencies – All of the federal and local agencies that are parties to this MOU.
12. PCNEU – Putnam County Narcotics Enforcement Unit.
13. PCSD – Putnam County Sheriff's Department.
14. Policy Board – West Virginia Drug Policy and Violent Crime Control Policy Board.

The participating agencies agree to the following terms:

1. **FEDERAL JURISDICTION:** The authority and participation in any investigation under the terms of this MOU by the Federal Agencies shall be pursuant to, and limited by, the jurisdictional laws of each respective federal agency. Because of statutory and policy considerations, the assigned federal personnel will not investigate crimes outside of the jurisdiction of their respective agency. The Federal Agencies shall follow the appropriate policies and guidelines of their respective agencies. Federally initiated cases will follow appropriate guidelines of the lead federal agency concerning case management.

2. **LOCAL AGENCY REPRESENTATION:** The representative authorized to sign this MOU for each of the participating agencies will appoint one individual to serve as a member on the Control Board, which will be the agencies' chief law enforcement officer or his/her designee. That individual will act on behalf of and represent the designating agency's interests concerning the operation of MDENT. The Mayor of the grantee, or his or her designee, shall serve as the Chairperson of the Control Board. The Chairperson shall appoint the MDENT Commander.

3. **CONTROL BOARD:** The Control Board shall meet on a regular basis as set by the grantee in accordance with DCJS requirements. Five members present shall constitute a quorum of the Control Board. Each member of the Control Board, or his or her alternate, shall have one vote and, subject to the terms herein, general issues shall require a majority vote of members present. However, actions by MDENT on the following matters shall be decided by unanimous vote of voting members of the Control Board:

- a. Approval/disapproval of cases to be investigated by MDENT officers;
- b. Amount of and use of funds to be authorized for specific case investigations and operation of the unit;
- c. Key decisions critical to the management of case investigations;
- d. Acquisition of real or personal property, including equipment;

- e. Addition of law enforcement agencies as members of MDENT; and
- f. Approval of officers to be assigned to MDENT from participating agencies.

Federal agencies, in compliance with all applicable ethical and regulatory DOJ/Treasury guidelines, will abstain from voting on funding issues that conflict with their department's guidelines.

4. **ADMINISTRATION OF GRANT FUNDS; AGENCY RESOURCES:** Each of the participating agencies shall cooperate with the grantee concerning the administration of grant funds awarded from DCJS or other entities and in the overall operation of MDENT. Additionally, each participating agency will provide whatever resources are available to that agency, in the reasonable opinion of its Chief Law Enforcement Officer or designee, to specific cases as appropriate and as approved by the Control Board to facilitate efficient and effective investigations.

5. **AGENCY WITHDRAWAL FROM OR APPLICATION TO MOU:** Participation in the multi-agency investigative efforts of MDENT is voluntary. If a participating agency desires to withdraw from this MOU, written notification of such withdrawal will be provided to each participating agency thirty days prior to withdrawal. Such withdrawal does not absolve the participating agency of any financial responsibilities incurred prior to the withdrawal. Additional agencies wishing to become members of MDENT may do so upon written application to and approval by the Control Board. Such new agencies must execute an addendum agreeing to the terms of the MOU in effect at the time of approval by the Control Board.

6. **COMPLIANCE WITH FEDERAL GUIDELINES:** Participating agencies agree to follow procedures relating to case management, reporting requirements, fiscal guidelines, and other appropriate policies as adopted by the Control Board and that are consistent with the Anti-Drug Abuse Act of 1986, subtitle K – State and Local Law Enforcement Assistance Act of 1986 and/or the Policy Board and DCJS.

7. **OWNERSHIP AND USE OF MDENT EQUIPMENT:** Equipment and other personal property purchased with Operating Account funds and utilized for fulfilling the purpose of MDENT will be retained by grantee after the requirements of all applicable DCJS grants have been satisfied or have expired. Grantee's retention of any such equipment or property will be made in accord with established policies and practices set by the Policy Board and the DCJS. It is further agreed that participating agencies may request use of this equipment and property, consistent with each agency's guidelines, at any future time so long as such request or use does not inconvenience or otherwise negatively impact grantee.

8. REAL PROPERTY PURCHASED, OWNED, OR LEASED FOR THE USE AND BENEFIT OF MDENT:

- a. If any real property is purchased by one of the participating agencies on behalf of MDENT to be used as office space or any other MDENT purpose, such purchase will be paid for with Operating Account funds.
- b. Any real property so purchased, donated, or leased for the use and benefit of MDENT as office space or other MDENT use, will be maintained with Operating Account funds. The Control Board shall have the oversight and responsibility of making the timely loan, lease, or other payments on the property, paying for all repairs and improvements, utilities, taxes, fees, insurance, and all other costs associated with the real property including any improvements thereto and/or appurtenances thereof. If at any time there are insufficient funds in the Operating Account for these expenses when due, such expenses will be shared by the participating local agencies in MDENT at the time such expenses are incurred. Each local agency will be responsible and liable for an amount equal to the amount of the shortfall divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of the shortfall.
- c. If any real property owned for the use and benefit of MDENT is sold, the proceeds shall either be used to secure other office space for MDENT or placed in the Operating Account.
- d. If at any time MDENT is dissolved, any real property owned for the use and benefit of MDENT shall be sold. The proceeds will be placed in the Operating Account and the funds will be handled as set forth in paragraph number nine (9) of this MOU.

9. MDENT DISSOLUTION: In the event that MDENT is dissolved, the Control Board will ensure that all applicable financial responsibilities of MDENT are paid from the Operating Account. Any remaining balance in the Operating Account after all financial responsibilities are met, excluding any federal funds, shall be distributed to the local agencies participating in MDENT at the time of its dissolution. If there are insufficient funds in the Operating Account to satisfy all financial responsibilities or liabilities, any remaining financial responsibilities and liabilities will be divided among these same local agencies. The formula for the distribution of assets or liabilities shall be the total applicable amount divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of dissolution.

10. SALARY, BENEFIT, AND OVERTIME REIMBURSEMENT:

- a. Reimbursement to local agencies for officers assigned to MDENT will be made for base salary and benefits as set by the Policy Board, but such

reimbursement shall not exceed \$28,000. Unless specifically authorized by grant award, reimbursement will not be made for overtime earned by officers assigned to MDENT.

- b. Federal Agencies will not receive reimbursements, including any reimbursement for salary, benefits, or overtime.
- c. For overtime reimbursement for officers authorized by a grant award, each local agency will be limited to the overtime hours or amounts authorized by the award.
- d. Monies awarded for overtime reimbursement will be distributed upon submission of applicable documentation to the grantee in an amount not to exceed the limit set by the Policy Board.
- e. Any AHIDTA overtime funds awarded for compensation shall be reimbursed in accordance with the policies and guidelines of that program.

11. FORFEITURES: Forfeitures will be administratively processed pursuant to the following terms:

- a. Forfeitures may be utilized as approved by the Control Board to meet MDENT's stated purpose.
- b. The participating Federal Agencies do not receive any share of assets secured by direct forfeiture or by an "open bid" sale in most state and local cases. In any case where a Federal Agency elects to receive a share of the forfeiture, the Federal Agency will process the forfeiture pursuant to federal guidelines. It shall be the responsibility of each participating local agency that desires to seek a portion of the federally forfeited property to complete a United States Department of Justice DAG-71 Application for Transfer of Federally Forfeited Property. If a Federal Agency processes the forfeiture, then the provisions of subparagraph (f.) of this paragraph eleven (11) do not apply.
- c. Forfeitures conveyed to local agencies through equitable sharing or pursuant to a completed DAG-71 are to be utilized for law enforcement purposes only, consistent with federal and Policy Board forfeiture guidelines.
- d. Real or personal property forfeited to MDENT that cannot be directly used to meet the stated purpose of MDENT will either be sold by an "open bid" process or disposed of in a manner approved by the Control Board in accordance with established federal and Policy Board guidelines for such forfeitures. Any monies secured by the sale of such property that are not processed federally will be deposited in the Operating Account, as required by subparagraph (e.) of this paragraph eleven (11).

- e. Cash, either directly forfeited or secured by the sale of real or personal property, that are not processed federally will be maintained in the Operating Account until spent for MDENT purposes or distributed to the local agencies consistent with this paragraph. The Policy Board sets a required minimum percentage of forfeited funds, less administrative costs, that must be used to cover the day-to-day operations of a drug task force during each grant award period. For the term of this MOU the Policy Board has MDENT's minimum percentage at forty (40) percent. The Policy Board also permits each drug task force to establish a percentage greater than the set minimum. As of January 1, 2003, the Control Board established a minimum of fifty (50) percent of all monies secured as a result of forfeitures, after administrative costs have been removed, be held in the Operating Account to be used for day-to-day operations, with the remaining fifty (50) percent to be distributed among the local agencies as consistent with subparagraph (f.) of this paragraph eleven (11).
- f. Forfeited funds that are not processed by a Federal Agency shall be distributed as follows:
 - 1. 50% of all such non-federal forfeited funds, after payment of any administrative costs, shall be deposited in the Operating Fund. The remaining amount will be distributed to each local agency participating at the time of the seizure by dividing the total applicable amount by the number of local agency officers assigned to MDENT at the time of the seizure multiplied by the number of officers each local agency has assigned at the time of the seizure, not including any officers assigned to the Interdiction Team.
 - 2. For seizures made by the Interdiction Team, 50% of all such non-federal forfeited funds, after payment of any administrative costs, shall be deposited in the MDENT Operating Fund. The remaining amount will be distributed to each local agency which have officers assigned to the Interdiction Team at the time of the seizure by dividing the total applicable amount by the number of officers assigned to the Interdiction Team at the time of the seizure multiplied by the number of officers each local agency has assigned to the Interdiction Team at the time of the seizure.

12. PROTOCOL FOR INTERACTION WITH THE NEWS MEDIA:

- a. The Control Board shall set policy and procedures for media releases and/or press conferences.
- b. All media releases shall be made in the name of MDENT. Each release shall name all of the participating agencies.

- c. Unless special circumstances exist, individual MDENT officers will not be identified or photographed.
- d. No information about MDENT operations or individual investigations will be released to the media until approved by the official with applicable prosecutorial authority.
 - 1. If jurisdiction involves a federal prosecution, the United States Attorney of the Southern District of West Virginia must approve any release of information to the media.
 - 2. If jurisdiction involves a state prosecution, the Prosecuting Attorney in the county where the case will be prosecuted must approve any release of information to the media.

13. REPLACEMENT/REMOVAL OF OFFICERS ASSIGNED TO MDENT:

- a. All employing agencies will allow officers assigned to MDENT to complete all material assignments prior to the officer's removal from, or replacement on, MDENT, unless conditions involving willful misconduct or other extenuating circumstances exist which would adversely affect MDENT operations and/or reputation if such removal is delayed.
- b. If any MDENT officer engages in misconduct, conduct unbecoming an officer, or any activity which requires an administrative investigation to determine the propriety of disciplinary action, the employing agency shall be solely responsible for any and all disciplinary action. The Task Force Commander shall immediately notify the Control Board members and the employing agency of any such behavior of which he or she becomes aware. Notwithstanding, the Control Board may remove any officer from MDENT upon reasonable belief that the officer engaged in misconduct, conduct unbecoming, or any other improper behavior or of activities. The employing agency shall be notified of any decision by the Control Board to remove an assigned officer and the employing agency may submit the name of a replacement officer for the Control Board's consideration and approval.

14. LIABILITY AND INSURANCE OBLIGATIONS:

- a. Each employing agency shall be solely responsible for the negligent acts, omissions, and/or wrongdoing of its officers, whether alleged or established, and for any and all claims of liability related thereto. As between the parties to this MOU, unless otherwise agreed in writing, each employing agency shall be solely responsible for defending against any claim against its officer, and for payment of any and all resulting fees, costs, or damages related thereto.
- b. Unless otherwise agreed in writing, no employing agency shall be responsible for defending against or paying for any civil liability arising out of negligent acts, omissions, and/or wrongdoing of officers or other personnel assigned to

MDENT from another employing agency. For the purpose of this MOU, civil liability includes, but is not limited to, damages of any kind, attorney fees, and any and all costs and/or expenses incident to any civil lawsuit or administrative claim filed by any person, business, corporation, partnership organization, or government entity, or otherwise related to any administrative or judicial proceeding, finding, judgment, or settlement in compromise of any claim.

- c. The employing agencies to this MOU agree that each officer assigned to MDENT is solely an employee of his or her employing agency. The parties to this MOU further agree that each employing agency shall be solely responsible for providing workers compensation coverage and unemployment coverage to each and every officer assigned to MDENT by that employing agency.
- d. Each employing agency shall maintain liability insurance coverage in an amount of at least \$1,000,000 to satisfy the liability obligations herein related to claims arising from the alleged negligent, acts, omissions, and/or wrongdoing of its officers/employees assigned to MDENT, and such insurance policy shall include coverage for damage to the assigned officer/employee's vehicle and claims resulting from the assigned officer/employee's operation thereof, regardless of which agency actually owns the vehicle. In other words, and by example only, each agency shall be responsible for insuring, defending against and paying every claim or civil liability arising out of the conduct of its officer/employee, regardless of where the incident giving rise to the claim or civil liability arose and regardless of who owned any vehicle or equipment involved. Provided: That the parties recognize that the Federal Tort Claims Act shall be applicable to all liability issues relating to the actions of the officers assigned to MDENT from federal agencies.
- e. As between the parties to this Agreement, the agency employing any officer/employee assigned to MDENT will be solely responsible for any damage to property caused by the intentional or other conduct by the employing agency's officer/employee which results in any denial of insurance coverage.

15. PARTICIPATING AGENCIES: Effective July 1, 2024, the Task Force is composed of 23 officers as follows:

7 from Charleston Police Department

2 from St. Albans Police Department

1 from Nitro Police Department

1 from Dunbar Police Department

- 2 from South Charleston Police Department
- 1 from Hurricane Police Department
- 3 from Kanawha County Sheriff's Department
- 3 from Putnam County Sheriff's Department
- 1 from West Virginia State Police
- 1 from the US Drug Enforcement Agency
- 1 from Homeland Security

These officers will work directly with the agents from the Charleston area offices of the participating Federal Agencies.

16. FUNDING TERM. For the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2024, through June 30, 2025. Subsequent contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

17. SUPERSEDING AGREEMENT. This MOU supersedes any and all prior MOU's implemented and agreed to by the participating agencies.

This MOU is hereby entered into by the participating agencies on pages 9 and 10 of this MOU, which may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

BY: _____ DATE: _____
Amy Goodwin
Mayor (City of Charleston)

BY: _____ DATE: _____
Scott James
Mayor (City of St. Albans)

BY: _____ DATE: _____
Dave Casebolt
Mayor (City of Nitro)

BY: _____ DATE: _____
Scott Elliot
Mayor (City of Dunbar)

BY: _____ DATE: _____
Frank Mullens
Mayor (City of South Charleston)

BY: _____ DATE: _____
Scott Edwards
Mayor (City of Hurricane)

BY: _____ DATE: _____
Michael Y. Rutherford
Sheriff of Kanawha County

BY: _____ DATE: _____
Bobby Eggelton
Sheriff of Putnam County

BY: _____ DATE: _____
Colonel J.L. Cahill
Superintendent WV State Police

BY: _____ DATE: _____
William Thompson
U.S. Attorney, Southern District of WV

BY: _____ DATE: _____
Alcohol, Tobacco, and Firearms

BY: _____

DATE: _____

Federal Bureau of Investigation

Resolution No. 981-24

Introduced in Council:

Adopted by Council:

June 17, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 981-24 - Authorizing the City Treasurer to transfer \$500,000 from the Opioid Settlement Fund (Fund 027) to the CARE Office Fund (Fund 097) to be used for continued operation of the CARE Office's Quick Response Team (QRT) and Mental Health Coordinator due to the expiration of federal grants associated with each program.

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

That the City Treasurer is hereby authorized to transfer \$500,000 from the Opioid Settlement Fund (Fund 027) to the CARE Office Fund (Fund 097) to be used for continued operation of the CARE Office's Quick Response Team (QRT) and Mental Health Coordinator due to the expiration of federal grants associated with each program.

Resolution No. 982-24

Introduced in Council:

June 17, 2024

Introduced by:

Brent Burton

Adopted by Council:

June 17, 2024

Referred to:

Finance

Resolution No. 982-24 – Approving the renewal of that certain lease between the City of Charleston and the Religious Coalition for Community Renewal, Inc. (“RCCR”), dated July 22, 2014, relating to the use of the building and property located at 801 Smith Street, which provides affordable housing to low and moderate income residents through the operation of Smith Street Station, where the original lease permitted a renewal under the same terms and conditions with 90-day written notice from RCCR to the City and City Council approval.

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

That the renewal of that certain lease between the City of Charleston and the Religious Coalition for Community Renewal, Inc. (“RCCR”), dated July 22, 2014, relating to the use of the building and property located at 801 Smith Street, which provides affordable housing to low and moderate income residents through the operation of Smith Street Station, is approved.



Mailing Address: P. O. Box 3911, Charleston, WV 25339
Physical Address: 1117 Quarrier Street, Charleston, WV 25301
Phone: 304-346-6398

January 8, 2024

City of Charleston
Benjamin Mishoe, City Manager
501 Virginia Street East, Room 101
Charleston, WV 25301

**Re: Lease Agreement
City of Charleston and Religious Coalition for Community Renewal, Inc.**

Dear Mr. Mishoe:

The Religious Coalition for Community Renewal is notifying the City of Charleston of our intent to extend the lease agreement at Smith Street Station under the same terms and conditions. Per the lease agreement, the tenant has the option to extend the lease agreement for one (1) consecutive (10) year term. The lease agreement was approved Per Resolution No. 477-14 by the City Council on July 21, 2014.

Per Resolution No. 477-14: *“Authorizing the Mayor or City Manager to enter into a Lease Agreement with the Religious Coalition for Community Renewal, Inc. a West Virginia nonprofit corporation (the “Tenant”), for a ten (10) year term. Tenant has the option to extend the Lease for one (1) consecutive (10) year period, upon the same terms and conditions contained in this Lease, by giving the City written notice at least ninety (90) day prior to the expiration date of the initial term and subject to Council approval. The Agreement provides affordable housing for low- and moderate-income residents through the operation of the Smith Street Station, located at 801 Smith Street.”*

If you would like to discuss this further, please give me a call at 304.346.6398, Ext 9.

Sincerely,

Kevin Jones
Religious Coalition for Community Renewal
Executive Director



CITY OF CHARLESTON
PO BOX 2749
CHARLESTON, WEST VIRGINIA 25330

July 24, 2014

Religious Coalition for Community Renewal, Inc.
Attn: Debra Payne
1516 Washington Street, East
Charleston, WV 25311

Re: Lease Agreement
City of Charleston and Religious Coalition for Community Renewal, Inc.

Dear Ms. Payne:

Attached for your records is a fully executed copy of the above referenced Lease Agreement for Smith Street Station, approved by City Council on July 21, 2014.

Should you have any questions, please give me a call at 304.348.8179, Ext. 157.

Sincerely,

A handwritten signature in cursive script that reads "Janice Westerman".

Janice Westerman
Administrative Assistant
City Manager's Office

Attachment

Cc: Brian King, MOECD Director

City of Charleston
and
Religious Coalition for Community Renewal, Inc.

LEASE AGREEMENT

Smith Street Station
801 Smith Street, Charleston, West Virginia

Table of Contents

RECITALS.....	1
ARTICLE 1. THE LEASE.....	1
A. Lease.....	1
B. Term.....	1
C. Consideration.....	2
ARTICLE 2. REPRESENTATIONS AND WARRANTIES.....	2
A. Premises As Is.....	2
B. Corporate Authority.....	3
C. Executor's Authority.....	3
D. Delivery.....	3
E. Binding.....	3
F. No Conflict with Other Agreements.....	3
G. No Litigation or Default.....	3
H. Compliance with Law.....	4
I. Charitable Organization.....	4
ARTICLE 3. COVENANTS.....	4
A. Charity.....	4
B. Prohibitions.....	4
C. Liens; Encumbrances.....	5
D. Federal Laws and Regulations.....	5
E. Alterations.....	5
F. Maintenance of the Premises.....	6
G. Utilities.....	7
H. Insurance.....	7
I. Taxes.....	8
J. Assignment; Sublease.....	8
K. City's Right to Inspection.....	9
L. Waiver of Claims and Indemnity.....	9
M. Nondiscrimination.....	10
N. Survey of Tenant's Improvements.....	10
ARTICLE 4. EVENTS OF DEFAULT AND REMEDIES.....	10
A. Events of Default.....	10
B. Remedies on Event of Default.....	11
C. Discontinuance or Abandonment of Default Proceedings.....	11
D. Remedies Cumulative; No Ongoing Waiver.....	12

E. Attorneys' Fees and Other Expenses	12
F. Notice of Default	12
G. Mediation	12
ARTICLE 5. MISCELLANEOUS	12
A. Personal Property Lien	13
B. Force Majeure	13
C. Damage or Destruction of Premises	13
D. Eminent Domain	13
E. Successors	13
F. No Brokerage Commission	14
G. Notice	14
H. Recordation of Lease Agreement; Memorandum of Lease	14
ARTICLE 6. INTERPRETATION	14
A. Definitions	14
B. Governing Law	15
C. Construction	15
1. General	15
2. Captions	15
3. Time of the Essence; Non-Business Days	15
4. Severability	15
5. Counterparts	16
6. Entire Agreement	16
7. Amendments and Supplements	16
8. Binding Effect on Successors and Assigns	16
SIGNATURE PAGE	17
Appendix A. REAL ESTATE DESCRIPTION	18

LEASE AGREEMENT

This Lease Agreement (the "Lease"), dated as of the 22nd day of July 2014, by and between the **CITY OF CHARLESTON**, a West Virginia municipal corporation (the "City") and the **RELIGIOUS COALITION FOR COMMUNITY RENEWAL, INC.**, a West Virginia nonprofit corporation (the "Tenant"):

RECITALS

WHEREAS, the City has power and authority to lease any of its property pursuant to Chapter 8, Article 12, Section 18 of the West Virginia Code of 1931, as amended;

WHEREAS, pursuant to Chapter 8 of the West Virginia Code of 1931, as amended, the City has all powers necessary or appropriate in order to provide low and moderate cost housing development and therefore may lease its property to an affiliate for the purpose of operating such facilities in consideration for the provision of services for which the City otherwise would make direct expenditures;

WHEREAS, the City Council by Resolution has authorized this Lease Agreement after notice and a hearing;

WHEREAS, the Tenant has requested that the City lease to it the Premises (as in Article 6, Section A of this Lease Agreement) duly authorized by proper corporate action, and the Tenant is not prohibited under the terms of any outstanding deed of trust, mortgage, loan agreement or other instrument or evidence of indebtedness of whatever nature from entering into this Lease Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement and affirmatively so represents to Issuer:

WHEREAS, the Tenant operates Smith Street Station (as defined in Article 6, Section A of this Lease Agreement), an affordable housing facility for residents with low and moderate incomes;

NOW THEREFORE, in consideration of the rents and mutual agreement set forth herein, City and Tenant hereby agree as follows:

ARTICLE 1, THE LEASE

A. Lease

City hereby lets, leases and demises unto Tenant, and Tenant hereby takes and hires from City, the Premises, as defined in Article 6, Section 8 herein.

B. Term

The term of this Lease Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the date as stated in the initial paragraph of this Lease Agreement, and

expiring at midnight of its tenth anniversary (the "Expiration Date"). Tenant may request an extension of the term of this Lease for one (1) consecutive ten (10) year period (the "Extension Term"), upon the same terms and conditions as contained in this Lease. To request the extension, Tenant shall give City written notice ("Tenant's Extension Request") at least ninety (90) days prior to the expiration date of the Initial Term. Tenant's Extension Request shall be effective to extend the Term of the Lease subject to approval of the Request by Resolution of the City Council and without any further documentation other than such approved Resolution. Passage of the Resolution and Tenant's Extension request shall evidence intent by both parties to renew the Lease.

Any holding over by Tenant or retention of the Premises shall not be construed as renewing or extending this Lease Agreement in any manner whatsoever; but it may, at the option of City, be construed as creating a tenancy from month to month and on the same other provisions and conditions herein contained insofar as applicable, terminable by either party on thirty (30) days written notice. Tenant shall be subject to all the conditions of this lease excepting the term.

If Tenant has met all its obligations under this lease and is not in breach, Tenant may, at Tenant's option, terminate this Lease prior to the expiration hereof if City defaults in the performance of any of City's covenants, conditions or obligations hereunder and such default by City continues un-remedied for a period of ninety (90) days from and after the date on which Tenant has mailed to City a written notice of such default; *Notwithstanding*, Tenant agrees and understands Tenant shall remain liable for any amounts owed to third parties and secured by this Leasehold.

C. Consideration

In exchange for the leasehold interest granted by this Lease, Tenant covenants and agrees to provide the City the following agreement and adequate consideration:

Agreement to Provide Essential Services for City Residents/City Budget Reduction.

Smith Street Station provides affordable housing within the City of Charleston without incurring expenses in the City's budget. Tenant's covenants, enumerated in Article 3 of this Lease, to operate and manage the services and manage, maintain and insure the property reduce significantly the City's budgeted expenditures and resources in providing essential services for its low and moderate income residents during the term of this Lease.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to City that as of the date of execution of this Lease Agreement:

A. Premises As Is

Tenant hereby acknowledges that it or its agents have inspected the Premises, and Tenant hereby agrees to accept the Premises "AS IS, WHERE IS" in its present condition.

B. Corporate Authority

Tenant is a non-profit corporation organized and existing under the laws of the State of West Virginia; and Tenant has full legal right, power and authority to enter into this Lease Agreement and to carry out and consummate all transactions contemplated hereby; and by proper corporate action has duly authorized the execution, delivery and performance of this Lease Agreement.

C. Executor's Authority

The officer of the Tenant executing this Lease Agreement is duly and properly in office and fully authorized to execute the same.

D. Delivery

This Lease Agreement has been duly authorized, executed and delivered by the Tenant.

E. Binding

This Lease Agreement will constitute the legal, valid and binding agreement of Tenant enforceable against Tenant in accordance with its terms; except as enforcement of such agreement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

F. No Conflict with Other Agreements

The execution and delivery of this Lease Agreement and the fulfillment of or compliance with its terms and conditions will not conflict with or constitute a violation or breach of or default under Tenant's Articles of Incorporation, its Bylaws or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which Tenant is a party or by which any of it or its properties are otherwise subject or bound.

G. No Litigation or Default

There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental Issuer, pending, or to the knowledge of Tenant, after reasonable investigation, threatened, against or affecting Tenant or the assets, properties or operations of Tenant which, if determined adversely to Tenant or its interests, would have a material adverse effect upon this Lease Agreement. Tenant is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental Issuer, which default might have consequences that would materially and adversely affect the consummation of this Lease Agreement. All tax returns (federal, state and local) required to be filed by or on behalf of Tenant have been filed, and all taxes shown thereon

to be due, including interest and penalties, except such, if any, as are being actively contested by Tenant, in good faith, have been paid or adequate reserves have been made for the payment thereof.

H. Compliance with Law

Tenant currently complies in all material respects, with all federal, state and local laws, regulations and ordinances relating to its business.

I. Charitable Organization

Tenant, (1) is an organization described in Section 501(c)(3) of the Code; (2) has received a letter or letters from the Internal Revenue Service to that effect; (3) such letter or letters have not been modified, limited or revoked; (4) is in compliance with all terms, conditions and limitations, if any, continued in such letters; (5) the facts and circumstances which form the basis of such letters continue substantially to exist as represented to the Internal Revenue Service; (6) is not aware of any facts or circumstances that could cause a revocation of such letters; and (7) is exempt from federal income taxes under Section 501(a) of the Code. To the extent consistent with its status as a non-profit entity described in Section 501(c)(3) of the Code, Tenant agrees that it will not take any action or omit to take any action, nor allow Tenant to take or omit any action if such action or omission would cause any revocation or adverse modification of such federal income tax status of Tenant.

ARTICLE 3. COVENANTS

A. Charity

Premises Shall Remain Charitable Facility. Tenant shall occupy and use the Premises only for the charitable purpose of operating an affordable housing facility and providing other services for the residents with low and moderate incomes in the City of Charleston, and other uses incidental thereto. Tenant's occupancy and use of the Premises shall be in compliance with all applicable laws, statutes, ordinances and rules.

Tenant Shall Remain a Charity. Tenant will maintain its corporate existence and charitable status with the State of West Virginia and United States Internal Revenue Service. For purposes of this Lease Agreement, Tenant will not consolidate or merge with or sell or convey all or substantially all of its assets to another entity except as permitted by the City's prior written consent.

B. Prohibitions

Tenant shall not use or occupy the Premises or permit the same to be used or occupied for any purpose or in any manner that:

1. Is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule;

2. May be dangerous to persons or properties;
3. May create a nuisance, disturb any of the occupants of neighboring properties or injure the reputation of the Premises.
4. Violates any restrictions, rules or regulations with respect to the Premises promulgated by City or imposed by any covenant or servitude of record;
5. May be deemed hazardous by City due to risk of fire or other event or due to the nature of materials used or stored in or upon the Premises;
6. May cause damage to any of the improvements upon the Premises, ordinary wear and tear excepted;
7. May invalidate any policy or policies of insurance now or hereinafter carried on the Premises by City or that may increase the rate of insurance thereon.

C. Liens: Encumbrances

Except for an existing deed of trust to secure a promissory note payable to CURA, Tenant shall not mortgage, assign offer as collateral or otherwise encumber its rights under this Lease Agreement without express, written consent from City for each and every assignment, sublease or encumbrance to each and every party. Consent by City for an encumbrance does not waive City's right to object to any and all subsequent assignments, subleases or encumbrances. City disclaims any claim by a third party to any right, title or interest not in accordance with this Lease Agreement.

D. Federal Laws and Regulations

Tenant hereby acknowledges that Federal funds may be used on the Premises, and Tenant hereby covenants and agrees to comply with all Federal laws and regulations applicable to the use and occupancy of the Premises, including, without limitation, such laws and regulations governing non-discrimination in the providing of services.

E. Alterations

1. *Prohibited.* Tenant shall not, without the prior written consent of City, make or cause to be made any alterations, improvements, additions or installations in or to the Premises. If City so consents in writing, all such alterations, improvements, additions or installations in and to the Premises shall become part of the Premises at the time of their installation and shall remain in the Premises at the expiration or possession of the Premises without compensation or credit to tenant. *Notwithstanding*, Tenant may remove trade fixtures used by Tenant in connection with Tenant's business provided that Tenant repairs any damage to the Premises arising from such removals; any such trade fixtures not so removed prior to the end of the Term of this Lease shall become the sole property of City and no accounting or reimbursement thereof will be made to Tenant or to Tenant's account. City shall be responsible for any alterations and improvements to only

the roof and exterior of the Premises, but only as so long as such alteration or improvement is not necessitated in any way by Tenant's fault or negligence.

- a. *Hold Harmless.* Tenant shall indemnify and save City harmless from any and all mechanics', material men's and laborers' liens associated with any such work performed on the Premises, except for any work performed by or at the request of City. Before the commencement of any such work, Tenant shall pay the amount of any increases in premiums on insurance policies for which this Lease provides because of policy endorsements necessary to cover the risk during the course of the work. In addition, if the estimated cost of work shall exceed Five Thousand Dollars (\$5,000.00), Tenant shall on its own or via its building contractor, without cost to City, furnish City, unless City waives the same in writing, a performance bond written by a surety acceptable to City in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of all liens, encumbrances and security interests according to plans and specifications approved in writing by City before the commencement of the work.

F. Maintenance of the Premises

Common Areas. City shall be responsible for maintenance of parking areas, sidewalks and steps, except that Tenant shall be responsible for snow and ice removal. Tenant shall be responsible for maintaining the landscaping on the Premises at Tenant's expense, including but not limited to cutting grass and shrubs.

Smith Street Station. Responsibility for the maintenance and repair of Smith Street Station is as follows:

City is responsible for repair of structural problems or capital improvements, except that the cost of performing any of such repairs caused by the negligence of Tenant, Tenant's employees, agents, servants, licensees, contractors or invitees or due to the failure of Tenant to perform Tenant's obligations under this Lease shall be paid by the Tenant except to the extent of insurance proceeds, if any, actually collected by City with regard to the damage necessitating such repairs. As approved by its City Manager, the City will repair electric receptacles, light fixtures, distribution panels, city-owned alarm systems, city-owned heating, ventilation and air conditioning (HVAC) equipment, plumbing fixtures and valves, exterior doors and windows, and surfaces (that is, brick, block and siding), roof, gutters, flashings, parking lots and driveways. Tenant agrees to notify City immediately of any repairs required to be made by City hereunder.

Tenant, at Tenant's expense, shall keep and maintain Smith Street Station and fixtures in good order and repair, and in a clean, healthful, sanitary condition and repair and in accordance with all applicable legal, governmental and quasi-governmental requirements, ordinances and rules, including providing customary janitorial services in Smith street Station. Tenant must fix routine plumbing problems including without limitation clogged toilets and drains. Tenant must fix water and wastewater stoppages, misuse and breakage of any and all fixtures and

plumbing equipment including traps and faucet replacement. Tenant must replace light bulbs, globes, lighting shields. Tenant must maintain in working order all tenant-owned alarm systems and tenant-owned HVAC equipment and replace all filters. Tenant must maintain interior walls and ceilings, is responsible for painting, floor coverings, stair treads, hand rails, interior doors and windows, and any repairs necessary to comply with city, state and fire marshal codes. Tenant is responsible for all appliances, including refrigerators, freezers, dishwashers, washers and dryers including without limitation removal of dryer lint.

Resolution of Ambiguity. In the event responsibility for resolution of a physical problem relating to the Real Estate or improvements thereon is ambiguous, Tenant shall be responsible.

G. Utilities

To the extent necessary, Tenant can and shall pay all utilities including without limitation water, wastewater, sewer, electricity, natural gas, fire service, incinerator, trash collection, cable television, telephone, and subscription security service, as well as any other utility or service used on or supplied to the Premises, including the cost of installation, maintenance or replacement thereof. Tenant shall make all arrangements directly with the companies servicing a building on the Premises for utilities and services in the Premises desired by tenant. Tenant understands and is aware that all utilities and services shall be furnished to the Premises by third parties and Tenant covenants and agrees that City shall not be liable or responsible for any services due to strikes, lockouts boycotts, labor disturbances, accidents, or any other cause beyond City's control, or by virtue of any direction, order or regulation of any Federal, State, County, City or local authority. City agrees to fully cooperate with Tenant in securing and maintaining all utilities and services.

H. Insurance

Tenant covenants and agrees that (i) from and after the Commencement Date of this Lease, Tenant shall carry and maintain at Tenant's sole cost and expense insurance in the amounts and in the forms as specified in this Subsection 3(H), (ii) Tenant shall provide primary coverage for all such policies, and all such policies shall reflect that Tenant is responsible for all deductibles, and (iii) Tenant shall name the City of Charleston as an additional insured on all its policies for purposes of this Lease Agreement and the Insurance and Indemnity provisions herein.

Casualty Insurance. Tenant shall *not* be required to obtain casualty insurance on the Premises or improvements thereon, unless otherwise agreed in writing by City and Tenant.

Public Liability Insurance. Tenant shall keep in full force and effect public liability insurance in respect to the use and occupation of the Premises, naming both City and Tenant as insured, in the amount of One Million Dollars (\$1,000,000.00) per person, One Million Dollars (\$1,000,000.00) per occurrence on account of personal injury to or death of one or more persons, and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property. To accommodate inflation and increases in costs, at the request of City, Tenant shall obtain increased amounts of

public liability coverage based on amounts ordinarily obtained by organizations providing similar services.

Tenant's Personal Property. Tenant shall have in full force and effect all risk coverage for the full value of all of Tenant's equipment, trade fixtures, furnishings and all items of personal property which may be in or upon the Premises. City, its employees and agents, shall not be liable for loss of or damage to Tenant's equipment, trade fixtures, goods, furnishings and items of personal property placed in or upon the Premises from accidents, conditions, or casualty occurring in, on or about the Premises whether or not due to City's negligence.

City's Right to Approve Policies of Insurance. All policies of insurance referred to hereinabove shall be written in such form and by such insurance company or companies satisfactory to City. Tenant shall pay all of the premiums therefor and shall deliver such insurance policies or certificates thereof to City. Each insurer mentioned hereinabove shall agree, by endorsement on the policy or policies issued to Tenant, or by independent instrument furnished to City, that it will give City thirty (30) days' written notice before any policy or policies of insurance are altered or canceled. City shall not unreasonably withhold their approval as to the form of such insurance or the insurance company or companies selected by Tenant. The cost of insurance required to be carried by Tenant hereinabove shall be deemed to be an additional rental hereunder.

City's Right to Pay Premiums on Behalf of Tenant. In the event Tenant fails to either effect such insurance in the amounts herein called for, or to pay the policy premiums, or to deliver such policy or certificate thereof to City, City shall be entitled, but shall have not the obligation, to effect such insurance and pay the premiums therefor, which premiums shall be payable to City upon written demand to Tenant therefor. Each insurer mentioned hereinabove shall agree by endorsement on the policy or policies issued by it or by independent instrument furnished to City, that it will give City thirty (30) days written notice before the policy or policies in question shall be altered or cancelled.

I. Taxes

In the event the Premises incur taxes whether for real or personal property, Tenant shall pay all taxes on real property and personal property as the same become due and payable.

J. Assignment; Sublease

Tenant shall not assign this Lease Agreement in whole or in part without first obtaining the express written consent of City. Any such attempted assignment without express written consent shall be considered a breach of this Lease Agreement, but shall not relieve Tenant in any way of Tenant's obligations hereunder. Pursuant to Article 5, Section H, recordation of this Lease Agreement or Memorandum of Lease in the records of the County Clerk shall serve as notice to any third party that any attempted assignment, sublease or encumbrance by Tenant without express written consent of City is void; this provision is controlling over any other provision in this Lease Agreement. For purposes of this Lease Agreement, Tenant shall not consolidate or merge with or sell or convey all or substantially all of its assets to another entity except as permitted by the City's prior written consent.

K. City's Right to Inspection

Tenant shall allow City or its employees, agents or representatives free access to the Premises and any improvements thereon during reasonable hours for the purpose of examining the same to ascertain if the same are in good repair and condition. Moreover, at City's sole will and discretion, City shall have access to the Premises to make repairs or alterations to the Premises; provided, that City does not unreasonably interfere with Tenant's use of the Premises. Such inspection, however, shall in no way oblige City to make any such repairs not their obligation under this Lease Agreement. City shall have the further right to show the Premises and any improvements thereon to prospective occupants during the period of ninety (90) days before the expiration of the term of this Lease.

L. Waiver of Claims and Indemnity

1. *Assumption of Risk.* Tenant hereby assumes all responsibility and legal liability for bodily injury to, loss of use or destruction of any property of Tenant or any third party, including, but not limited to agents, employees, guests, students, clients, licensees, invitees or customers of Tenant caused by or arising out of any defects in or conditions of the Premises or improvements on the Premises now existing or hereinafter existing, including, without limitation, all sidewalks, walkways or parking areas adjacent or appurtenant to the Premises. This paragraph is intended to encompass all defects to or conditions of the Premises or improvements on the Premises and adjacent ways including, but not limited to, those conditions caused by fire, water, explosion, wind, snow, ice or other casualty.
2. *Waiver and Indemnification.* Tenant will pay and will indemnify, defend and hold the City, including any person at any time serving as a director, officer, employee, agent or consultant of the City, harmless from and against all claims, liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), suits and judgments of any kind arising out of injury to or death of any person or damage to property in or upon the Premises or any violation of any law, ordinance or regulation affecting the Premises. To the full extent permitted by law, Tenant hereby releases and waives all claims against City and its employees and agents, for injury, death or damage to persons, property or business sustained for any reason in and about the Premises by Tenant, its agents, employees, guests, students, clients, licensees, invitees or customers, other than injury, death or damage caused by the gross negligence of City, its employees or agents. Tenant agrees to indemnify and hold harmless City, its employees and agents, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature, including reasonable attorney's fees, arising from injury, death or damage of any person, property or business sustained for any reason in or about the Premises, provided, however, Tenant's obligations hereunder shall not apply to death, injury or damage resulting from the gross negligence of City, its employees or agents. If any such proceeding is brought against City, its employees or agents, Tenant covenants, if requested by City, to defend such

proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to City. No covenant or agreement contained in this Lease Agreement will be deemed to be the covenant or agreement of any board member, officer, attorney, agent or employee of the City or Tenant in an individual capacity. No recourse will be had for any payment or any claim against any officer, board member, agent, attorney or employee of the City or Tenant past, present, or future, or its successors or assigns, or any successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all liability of such board members, officers, agents, attorneys or employees being released as a condition of and as a consideration for the execution and delivery of this Lease Agreement. The indemnifications set forth herein shall survive the termination of the Lease Agreement.

M. Nondiscrimination

Tenant shall assure that that the Premises will be open to all, in accordance with federal laws and regulations, state laws and regulations, and Codes and Ordinances of the City.

N. Survey of Tenant's Improvements

Tenant shall not be required to have a licensed surveyor survey the Premises as a condition precedent to this Lease Agreement.

ARTICLE 4. EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

Each of the following events shall constitute and be referred to herein as an "Event of Default."

1. *Materially Incorrect Representation or Warranty.* If any material representation or warranty made by Tenant herein shall at any time prove to have been incorrect in any respect as of the time made.
2. *Failure to Perform Covenant.* If Tenant shall fail to observe or perform any other covenant, condition, agreement or provision in this Lease Agreement on its part to be observed or performed, or shall breach any warranty by Tenant herein contained, for a period of thirty (30) days after written notice, specifying such failure or breach and requesting that it be remedied, has been given to Tenant by the City; except that, if such failure or breach cannot be remedied within such thirty-day period and if Tenant has taken all action reasonably possible to remedy such failure or breach within such thirty-day period, such failure or breach shall not become an Event of Default for so long as Tenant shall diligently proceed to remedy such failure or breach in accordance with and subject to any directions or limitations of time established by the City.

B. Remedies on Event of Default

If an Event of Default shall occur, then, and in each and every such case during the continuance of such Event of Default, the City may take such action as it deems necessary or appropriate to enforce performance and observance of any obligation or agreement of Tenant hereunder or to protect the interests securing the same, and may, without limiting the generality of the foregoing:

1. Terminate this Lease without further notice to or demand upon Tenant, and City may, at its option, reenter and repossess the Premises with or without force, and re-rent the same for the whole or any part of the unexpired portion of the term of the Lease;
2. Exercise any or all rights and remedies given hereby or available hereunder or given by or available under any other instrument of any kind securing Tenant's performance hereunder;
3. Take other acts or steps as may be available at law or in equity to collect the payment required hereunder then due, whether on the stated due date or by declaration of acceleration or otherwise, for damages or for specific performance or otherwise to enforce performance and observance of any obligation, agreement or covenant of Tenant hereunder; and
4. Tenant shall remain personally liable for any amounts owed to third parties and secured by this Leasehold.

C. Discontinuance or Abandonment of Default Proceedings

If any proceeding taken by the City on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the City, then and in every case the City and Tenant shall be restored to their former position and rights hereunder, respectively, and all rights, remedies and powers of the City shall continue as though

no such proceeding had taken place. The rights and limitations of the Parties to this Lease Agreement would be restored against each other, including any rights and limitations that had been assigned to third parties.

D. Remedies Cumulative; No Ongoing Waiver

No remedy conferred upon or reserved to the City hereby or now or hereafter existing at law or in equity or by statute, shall be exclusive but shall be cumulative with all others. Such remedies are not mutually exclusive and no election need be made among them, but any such remedy or any combination of such remedies may be pursued at the same time or from time to time so long as all amounts realized are properly applied and credited as provided herein. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient by the City. In the event of any waiver of a Event of Default hereunder, the parties shall be restored to their former positions and rights hereunder, but no such waiver shall extend to any other or subsequent Event of Default or impair any right arising as a result thereof.

E. Attorneys' Fees and Other Expenses

If, as a result of the occurrence of an Event of Default, the City employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of Tenant, Tenant will, on demand, reimburse the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

F. Notice of Default

Tenant agrees that, as soon as is practicable, and in any event within five (5) days, Tenant will furnish the City notice of any event which is an Event of Default pursuant to Section A of this Article which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Tenant proposes to take with respect thereto.

G. Mediation

If, within 30 days after written notice of termination by one party and before or after institution of legal proceedings, both parties have not succeeded in resolving all disputed issues between them, each party has the right to commence mediation at its cost by providing to the other party written notice of a request for mediation. The parties shall choose a mediator within 15 days after such request for mediation, and the mediation process shall be concluded no later than 30 days after the selection of the mediator. The parties agree that there is no right to arbitration under this Lease Agreement.

ARTICLE 5. MISCELLANEOUS

A. Personal Property Lien

City hereby reserves to City, a lien against all personal property and improvements brought upon the Real Estate (including without limitation Smith Street Station) by Tenant to secure payments of all monetary sums which may become payable under this Lease Agreement or incident thereto. If Tenant is in default hereunder, Tenant's personal property shall not be removed until such defaults are corrected.

B. Force Majeure

City shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease if City fails to timely perform the same due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, or fuel shortages, accidents, casualties, acts of law, acts of God, acts caused directly or indirectly by the other party to this Lease, or their agents, employees or invitees, or any other cause beyond the commercially reasonable control of the City.

C. Damage or Destruction of Premises

If the Premises shall be damaged or destroyed during the term of this Lease by fire or other insurable casualty, City may, at its option initiate repairs to restore the same to substantially the condition it was in upon commencement of the Initial Term of this Lease. City shall be entitled to collect and receive all insurance proceeds payable by reason of such damage or destruction to the Premises, excluding any personalty or removable fixtures of Tenant. If, however, the Premises should be damaged or destroyed by any cause so that City shall decide to demolish or to completely rebuild the Premises, City may, within sixty (60) days after such damage or destruction, give Tenant written notice of such decision and thereupon this Lease shall be deemed to have terminated as of the date of such damage or destruction and Tenant shall immediately quit and surrender the Premises to City.

D. Eminent Domain

In the event a taking of the Premises by eminent domain occur that renders the Premises unusable for Tenant, Tenant shall have the right within ten (10) days after receiving notice of the taking to terminate this Lease by written notice to City of Tenant's intention to terminate.

E. Successors

The terms, conditions, covenants and agreements herein contained shall extend to, inure to the benefit of and be binding upon the parties hereto and their respective personnel, representatives, successors and assigns.

F. No Brokerage Commission

City and Tenant mutually warrant with one another that no real estate brokers are entitled to a commission as a result of producing this Lease and that neither party employed or engaged a real estate broker or agent to effectuate this Lease.

G. Notice

All notices to be given hereunder by either party shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, to City and to Tenant at the addresses stated below:

CITY:

Director
Mayor's Office of Economic and Community Development
City of Charleston
P.O. Box 2749
Charleston, WV 26330

With a copy to:

City Attorney
City of Charleston
P.O. Box 2749
Charleston, WV 26330

With an optional facsimile copy to (304) 348-0770

TENANT:

Executive Director
Religious Coalition for Community Renewal, Inc.
1516 Washington Street East
Charleston, West Virginia 25311

With an optional facsimile copy to (304) 346-6417

H. Recordation of Lease Agreement; Memorandum of Lease

Either party may record this Lease Agreement or a Memorandum of Lease. The party requesting that the Lease or Memorandum of Lease be recorded shall prepare and pay all costs of preparation and recording.

ARTICLE 6. INTERPRETATION

A. Definitions

"Premises" means the Real Estate, Smith Street Station improvements and all fixtures of Smith Street Station.

"Smith Street Station" means all the improvements existing as of August 1, 2007 on the Real Estate, that is, the 29 unit furnished apartment facility for one and two-person families with low to moderate incomes.

"Real Estate" means the real estate more particularly described in APPENDIX A - REAL ESTATE DESCRIPTION of this Lease Agreement.

B. Governing Law

This Lease Agreement shall be governed by and construed according to the laws of the State of West Virginia applicable to contracts made and performed within such State.

C. Construction

1. General

Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

2. Captions

Headings of articles and sections herein and any table of contents are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

3. Time of the Essence; Non-Business Days

Time shall be of the essence of this Lease Agreement and the performance of all obligations hereunder. When any action is provided for herein to be done on a day named or within a specified time period, and the day or the last day of the period falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day with the same effect as though performed on the appointed day or within the specified period.

4. Severability

If any covenant, agreement or provision, or any portion thereof contained in this Lease Agreement, where the application thereof to any Person or circumstance is held to be unconstitutional, invalid or unenforceable, it shall be limited only to the extent required to hold it constitutional, valid or enforceable, and the remainder of this Lease Agreement and the application of such covenant, agreement or provision, or portion thereof, to other persons or

circumstances, shall be deemed severable and shall not be affected thereby, and this Lease Agreement shall remain valid and enforceable.

5. *Counterparts*

This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

6. *Entire Agreement*

This Lease Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and is not subject to modification, amendment, qualification or limitation except as expressly provided herein.

7. *Amendments and Supplements*

This Lease Agreement may be amended, changed or modified only by the written agreement of the parties.

8. *Binding Effect on Successors and Assigns*

This instrument shall inure to the benefit of and shall be binding upon the City and Tenant and their respective successors and assigns, subject to the limitations contained herein.

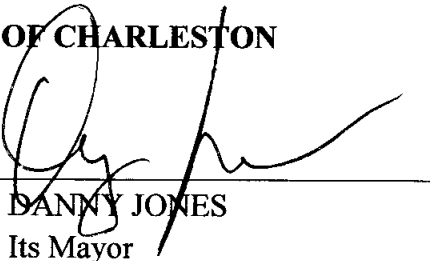
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, City and Tenant have caused this Lease Agreement to be executed as of the date and year first written above.

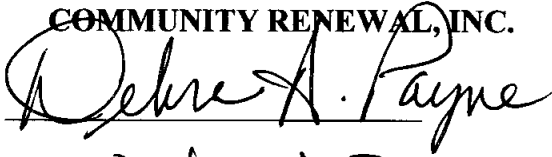
CITY OF CHARLESTON

By:


DANNY JONES
Its Mayor

RELIGIOUS COALITION FOR
COMMUNITY RENEWAL, INC.

By:


Print Name: Debra A. Payne

Its: EXECUTIVE DIRECTOR

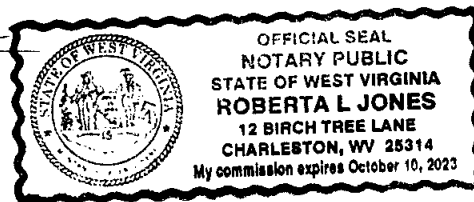
STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 22 day of July 2014, by DANNY JONES, the Mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of the municipal corporation.

My commission expires: October 10, 2023

[NOTARIAL SEAL]


Notary Public

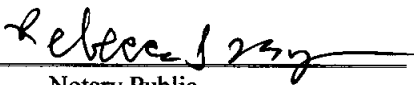


STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The forgoing instrument was acknowledged before me this 22nd day of July 2014, by Debra A. Payne, the Executive Director of RELIGIOUS COALITION FOR COMMUNITY RENEWAL, INC., a West Virginia nonprofit corporation, for and on behalf of the corporation.

My commission expires: July 8 2023




Notary Public

Appendix A. REAL ESTATE DESCRIPTION
801 Smith Street

PARCEL ONE:

By Deed conveyed unto the CITY OF CHARLESTON by THE CHARLESTON HUB, INC., a West Virginia corporation, dated the 19th day of October 1988 and of record in the Office of the Clerk of the County Commission, Kanawha County, West Virginia, in Deed Book 2215 at Page 90, the City of Charleston has all of that certain lot or parcel of land fronting 25 feet on the southeasterly side of Capitol Street, and extending back thereon between parallel sidelines 110 feet, more or less, to the line of a 10 foot alley in the City of Charleston (Charleston East Tax District), Kanawha County, West Virginia, with the improvements thereon and the appurtenances thereunto belonging, and more particularly bounded and described as follows:

Beginning, at a point on the southeasterly side of Capitol Street, which is S. 61°, 31' W. 25 feet from the intersection of the said southeasterly line of Capitol Street, with the southerly line of Smith Street, thence continuing with the southeasterly line of Capitol Street, S. 61°, 30' W. 25 feet to a point at the outer front corner of the three-story brick building upon the property herein described conveyed; thence with the outer wall of said building, S. 44° E. 110 1/2 feet to a point in the line of the aforesaid 10 foot alley; thence with said alley, N. 60°, 37' E. 25 feet to the rear corner of the three-story brick building, upon the property adjoining the property hereby conveyed on its northeasterly side; thence N. 44° W. 110 1/4 feet to the place of beginning;

And subject to the terms of a party wall agreement between Margaret J. Clark and James Patrick Clark, her husband, and John Baker White, dated December 29, 1904 and recorded in said Clerk's Office in Deed Book 95 at Page 562; and customary easements of record in the chain of title, or visible from the ground.

PARCEL TWO:

By Deed conveyed unto the CITY OF CHARLESTON by the ANN McKINLEY BROWN and NORMAN W. BROWN, her husband, dated the 19th day of October 1988 and of record in the Office of the Clerk of the County Commission, Kanawha County, West Virginia, in Deed Book 2215 at Page 90, the City of Charleston has all that certain lot or parcel of land, together with the improvements thereon, and appurtenances thereunto belonging, situate on the east side of Capitol Street, City of Charleston, Kanawha County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING on Capitol Street at the corner of Capitol and Smith Streets and running thence with Capitol Street towards the Kanawha River 25 feet to a stake; thence, at right angles to Capitol Street and parallel to and 25 feet from Smith Street 110 feet to an alley; thence, with said alley 25 feet to Smith Street; thence, with Smith Street to the place of beginning;

And subject to that certain party wall agreement between Margaret J. Clark and James Patrick Clark, her husband, and John Baker White, dated December 29, 1904 and of record in said Clerk's Office in Deed Book 95 at Page 562; and customary easements of record in the chain of title, or visible from the ground.

Resolution No. 477-14 :

Introduced in Council:

July 21, 2014

Introduced by:

Robert Reishman

Adopted by Council:

Referred to:

Resolution No. 477-14: "Authorizing the Mayor or City Manager to enter into a Lease Agreement with the Religious Coalition for Community Renewal, Inc., a West Virginia nonprofit corporation (the "Tenant"), for a ten (10) year term. Tenant has the option to extend the Lease for one (1) consecutive ten (10) year period, upon the same terms and conditions contained in this Lease, by giving the City written notice at least ninety (90) days prior to the expiration date of the initial term and subject to Council approval. The Agreement provides affordable housing for low and moderate income residents through the operation of the Smith Street Station, located at 801 Smith Street."

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

That the Mayor or City Manager is hereby authorized and directed to enter into a Lease Agreement with the Religious Coalition for Community Renewal, Inc., a West Virginia nonprofit corporation (the "Tenant"), for a ten (10) year term. Tenant has an option to extend the Lease for one (1) consecutive ten (10) year period, upon the same terms and conditions contained in this Lease, by giving the City written notice at least ninety (90) days prior to the expiration date of the initial term and subject to Council approval. The Agreement provides affordable housing for low and moderate income residents through the operation of the Smith Street Station, located at 801 Smith Street.

Resolution No. 983-24

Introduced in Council:

June 17, 2024

Introduced by:

Brent Burton

Adopted by Council:

Referred to:

Finance

Resolution No. 983-24 – Authorizing the Mayor or City Manager to enter into a contract with Bear Contracting LLC., in the total amount not to exceed \$3,088,350 to perform asphalt street paving construction services, where the contract price was determined through a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a contract with Bear Contracting LLC., in the total amount not to exceed \$3,088,350 to perform asphalt street paving construction services, where the contract price was determined through a competitive bidding process.

Appendix A

2024 PAVING List

Street Name	Ward	To and From	Length	Width	Est. SY	Est. Tons	Milled
5th Ave	1	29th to 33rd St	1200	21	2800	233	TRUE
6th Ave	1	26th to 27th St	515	20	1144	95	TRUE
29th St	1	7th Ave to RR Tracks	800	21	1867	156	TRUE
29th St	1	Washington to 7th Ave	250	25	694	58	TRUE
Michael Ave	2	Cliffview to Temple	445	20	989	82	TRUE
Kearse Dr	2	Chandler to Pansy	1525	16	2711	226	FALSE
Hendrix Ave	2	Washington to Red Oak	800	20	1778	148	TRUE
Mathews Ave	3	Washington to Beech	1425	27	4275	356	TRUE
Summit Dr	3	Bauer to Somerset	675	21	1575	131	TRUE
Hazelwood Ave	3	Frame to Red Oak	340	20	756	63	TRUE
Orchard St	3	Garvin to Park	775	20	1722	144	TRUE
Grace Ave	3	Mathews to Somerset	740	20	1644	137	TRUE
West Ave	3	Garden to Orchard	350	20	778	65	TRUE
Hunt Ave	3	Red Oak to Ferguson	600	19	1267	106	TRUE
Main St	4	Russell to Glenwood	570	32	2027	169	TRUE
Central Ave	4	Florida to Russell	1400	32	4978	415	TRUE
Florida St	4	Washington to 7th Ave	365	25	1014	84	TRUE
Russell St	4	Central to 6th St	300	25	833	69	TRUE
Woodland Dr	5	Camden to Bellvue	1510	21	3523	294	TRUE
Bellevue Dr	5	Baird to Woodland	480	15	800	67	TRUE
Highland Rd	5	Swarthmore to Beech	575	22	1406	117	TRUE
Swarthmore Ave	5	Valley to Dartmouth	520	21	1213	101	TRUE
Patterson St	5	Watts to Anaconda	290	21	677	56	TRUE
Dayton Dr	5	Crescent to Costello	1325	20	2944	245	TRUE
Costello St	5	Watts to Dayton	920	20	2044	170	TRUE
800 Block Alley	5	From Maple to End	190	10	211	18	TRUE
Buchanan St	6	Bigley to Crescent	640	34	2418	201	TRUE

Indiana Ave	6	Buchanan to Washington	710	32	2524	210	TRUE
Roane St	6	Maryland to Delaware	500	40	2222	185	TRUE
Delaware Ave	6	Lee to Virginia	1160	40	5156	430	TRUE
700 Block Alley	6	Between Central and Main	400	10	444	37	TRUE
Randolph St	6	Pennsylvania N to Pennsylvania S	300	52	1733	144	TRUE
Jane St	7	Wetmoreland to Dead End	520	20	1156	96	TRUE
Monroe St	7	Carson to Preston	930	25	2583	215	TRUE
Preston St	7	Monroe to Elmore	590	21	1377	115	TRUE
Anna St	7	1900 Block	170	9	170	14	FALSE
Piccadilly St	7	600 Block	430	17	812	68	TRUE
Front St	7	Hillsdale to End	375	21	875	73	TRUE
Laidley St	8	Donnally to Washington	470	36	1880	157	TRUE
Webster Terrace	8	Sunset to End	325	15	542	45	FALSE
McDonald St	8	Morris to Brooks	540	21	1260	105	FALSE
Chilton St	8	Hansford to Piedmont	550	26	1589	132	TRUE
Piedmont Rd	8	Bullitt to Court	590	36	2360	197	TRUE
Mount View Cemetery	8	The upper circle	2200	10	2444	204	FALSE
Bradford St	9	Washington to Blvd	1610	33	5903	492	TRUE
Lee St	9	Morris to Bradford	820	32	2916	243	TRUE
Clendenin St	9	Washington to Lee	200	36	800	67	TRUE
Alley	10	Between Veazey and Chesapeake	585	11	715	60	TRUE
California Ave	10	Washington to Blvd	725	35	2819	235	TRUE
Jackson St	10	Nancy to Elizabeth	625	36	2500	208	TRUE
Chesapeake Ave	10	Blvd to Washington	310	40	1378	115	TRUE
Maxwell St	10	Washington to Jackson	285	30	950	79	TRUE
Lewis St	10	Ruffner to Thompson	780	32	2773	231	TRUE
Twilight Dr	11	Barlow to Green	3265	21	7618	635	TRUE
Crest Rd	11	East View to Concrete	460	13	664	55	TRUE
East View Hts. Dr	11	Oakridge to Crest	260	14	404	34	TRUE
Hawkesyard Ln.	11	Oakridge to End	1400	21	3267	272	TRUE
Wade St	11	Lakin to End	245	18	490	41	FALSE
Wilkie Dr	12	Cantley to Churchill	350	25	972	81	TRUE
North Belmont St	12	Gordon to End	550	18	1100	92	TRUE
Shadybrook Rd	13	Smith to End	1540	20	3422	285	TRUE

Cantley Dr	13	Fort Hill to Wilkie	1800	25	5000	417	TRUE
Cedar Rd	14	Bridge to End	670	19	1414	118	TRUE
Chestnut Rd	14	Walnut to Cedar	775	20	1722	144	TRUE
Comstock Place	14	Cedar to End	300	20	667	56	TRUE
Beaumont Rd	14	Alta to Sherwood	750	18	1500	125	TRUE
Mount Vernon Place	15	Mount Vernon Rd to End	925	24	2467	206	TRUE
Mount Vernon Rd	15	Connell to Mount Vernon Place	950	24	2533	211	TRUE
Loudon Hts Rd	16	Olson to 1266 Loudon Hts	1550	23	3961	330	FALSE
4300 Block Alley	17	Between Staunton and Virginia	450	12	600	50	TRUE
34th St SE	17	Virginia to River End	150	20	333	28	TRUE
Kanawha Ave	17	39th St to 4308	2300	20	5111	426	TRUE
Noyes Ave	17	55th to 57th St	940	22	2298	191	TRUE
Virginia Ave	17	37th to 39th St	1400	20	3111	259	TRUE
3800 Block Alley	17	Between Staunton and Virginia	690	10	767	64	TRUE
47th St SE	17	MacCorkle to Kanawha Ave	1240	20	2756	230	TRUE
Washington Ave	18	48th to 49th St	480	20	1067	89	TRUE
Venable Ave	18	41st to 44th St	1325	21	3092	258	TRUE
Venable Ave	18	55th to 56th St	450	21	1050	88	TRUE
Lancaster Ave	18	41st to 44th St	1450	20	3222	269	TRUE
43rd St	18	Venable to Washington	300	20	667	56	TRUE
3800 Block Alley	18	Between MacCorkle and Venable	270	13	390	33	TRUE
Nottingham Rd	19	1399 to 1421 Nottingham	1175	22	2872	239	TRUE
Buckingham Pointe	19	Yorktowne to End	415	20	922	77	TRUE
Virginia Ave	20	32nd to 33rd St	485	21	1132	94	TRUE
Quarry Ridge	20	Quarry Ridge S to Quarry Pointe	1500	23	3833	319	TRUE
Quarry Ridge E	20	Quarry Pointe to End	1210	22	2958	246	TRUE
22nd St SE	20	Kanawha Ave to Cherokee	300	20	667	56	TRUE
Kanawha Ave	20	20th to 22nd St	700	24	1867	156	TRUE
Beverly Dr	20	Chesterfield to End	1800	13	2600	217	FALSE

		West Virginia Paving, Inc.		Bear Contracting LLC.	
Item	Quantity	Price	Extension	Price	Extension
BID AND PROPOSAL FORM (2 OF 3)					
Item 3.01- HLBC Base Course - TON	500.00	\$140.00	\$70,000.00	\$140.00	\$70,000.00
Item 3.02- HLBC Wearing Course - 1-1/2" - TON	15,200.00	\$169.00	\$2,568,800.00	\$153.00	\$2,325,600.00
Item 3.03 (1 1/2") Removing Bituminous Concrete - SY	163,000.00	\$4.60	\$749,800.00	\$4.25	\$692,750.00
3 Items	Totals		\$3,388,600.00		\$3,088,350.00
Local Vendor Preference	Totals	Does Not Qualify	\$3,388,600.00	(\$5,000)	\$3,083,350.00

Resolution No. 984-24

Introduced in Council:

June 17, 2024

Introduced by:

Brent Burton

Adopted by Council:

Referred to:

Finance

- 1 Resolution No. 984-24 – Authorizing the Mayor or City Manager to enter into a contract with
- 2 Stryker Medical for a LifePak 15 v4 AED heart monitor and accessories for the use by the CARE 1
- 3 Crisis Intervention Team Unit pursuant to a competitively sourced contract.
- 4
- 5 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 6
- 7 That the Mayor or City Manager to enter into a contract with Stryker Medical for a LifePak 15
- 8 v4 AED heart monitor and accessories for the use by the CARE 1 Crisis Intervention Team Unit
- 9 pursuant to a competitively sourced contract.



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

CITY OF CHARLESTON
Purchase Request

Date: _____

To: CITY MANAGER,

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

Purchase justification: _____

If approved, the total purchase price will be: _____

(Check One)

- ☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).
- ☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

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

- | | | |
|----|-------|-----------------------|
| 1. | _____ | Price Quote: \$ _____ |
| 2. | _____ | Price Quote: \$ _____ |
| 3. | _____ | Price Quote: \$ _____ |
| 4. | _____ | Price Quote: \$ _____ |
| 5. | _____ | Price Quote: \$ _____ |

The apparent low-bid vendor *meeting specifications* is: _____

AND

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

OR

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

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

ITEM A (For Sole Source Procurements ONLY)

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

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

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

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

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

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

Request Submitted By: _____ Department: _____

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

Funds Approval:  Date: 6/7/2024
Authorized Financial Officer

Account Number: 097-409-02-005-4-459 Council Approval Required

City Manager Approval: _____ Date: _____



Heart Monitor / AEDs

CharlestonFD-GrantEquipment-May24

Quote Number: 10922708

Version: 1

Prepared For: CHARLESTON FIRE DEPT EMS DIVISION

Attn:

Rep: Austin Long

Email: austin.long@stryker.com

Phone Number: (858) 774-0394

Quote Date: 05/15/2024

Expiration Date: 08/13/2024

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	1	\$38,693.70	\$38,693.70
2.0	41577-000288	LP15 ACCRY SHIPKIT, AHA, S	PCE	1	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	3	\$499.20	\$1,497.60
4.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	PCE	1	\$76.00	\$76.00
5.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	1	\$24.00	\$24.00
6.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	1	\$27.20	\$27.20
7.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	1	\$37.60	\$37.60
8.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	1	\$53.60	\$53.60
9.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	1	\$356.00	\$356.00
10.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	1	\$64.00	\$64.00
11.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	1	\$91.20	\$91.20
12.0	11577-000001	LIFEPAK 15 Shoulder strap	PCE	1	\$0.00	\$0.00
13.0	350-STR-US-10	HeartSine samaritan PAD 350P AED, Semi-automatic	PCE	1	\$1,339.80	\$1,339.80
14.0	PAD-PAK-01	US Adult Pad-Pak for HeartSine AEDs	PCE	1	\$182.40	\$182.40
15.0	11171-000032	Masimo Rainbow DCI-DC8, Adult Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 8 FT	PCE	1	\$982.10	\$982.10
16.0	11171-000033	Masimo Rainbow DCIP-DC8, Pediatric Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 8 FT	PCE	1	\$982.10	\$982.10
17.0	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	PCE	1	\$235.20	\$235.20
Equipment Total:						\$44,642.51



CharlestonFD-GrantEquipment-May24

Quote Number: 10922708

Version: 1

Prepared For: CHARLESTON FIRE DEPT EMS DIVISION

Attn:

Rep: Austin Long

Email: austin.long@stryker.com

Phone Number: (858) 774-0394

Quote Date: 05/15/2024

Expiration Date: 08/13/2024

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$721.62
Grand Total:	\$45,364.13

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

CITY OF CHARLESTON
Payroll Variance Analysis
May 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	24,476	24,512	(36)	-0.15%	293,716	294,148	(433)	-0.15%	318,192	24,044
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,476	24,512	(36)	-0.15%	293,716	294,148	(433)	-0.15%	318,192	24,044
Mayor - CARE Office	409-02	Regular	9,400	9,400	0	0.00%	112,802	118,768	(5,966)	-5.29%	122,202	3,434
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	9,400	9,400	0	0.00%	112,802	118,768	(5,966)	-5.29%	122,202	3,434
City Council	410	Regular	13,000	6,000	7,000	53.85%	156,000	135,000	21,000	13.46%	169,000	34,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	13,000	6,000	7,000	53.85%	156,000	135,000	21,000	13.46%	169,000	34,000
City Manager - Admin.	412-00	Regular	45,609	45,150	458	1.01%	547,305	519,016	28,289	5.17%	592,914	73,898
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	45,609	45,150	458	1.01%	547,305	519,016	28,289	5.17%	592,914	73,898
City Treasurer	413	Regular	10,645	10,058	587	5.52%	127,739	120,891	6,848	5.36%	138,384	17,493
		IPT	923	842	82	8.84%	11,077	10,324	753	6.80%	12,000	1,677
		OT	-	-	-		-	-	-		-	-
		Total	11,568	10,899	669	5.78%	138,816	131,215	7,601	5.48%	150,384	19,169
City Collector	414	Regular	62,230	57,907	4,323	6.95%	746,757	691,998	54,759	7.33%	808,987	116,989
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	38	(38)		-	(38)
		Total	62,230	57,907	4,323	6.95%	746,757	692,036	54,721	7.33%	808,987	116,951
City Clerk	415	Regular	10,444	10,444	0	0.00%	125,330	125,281	49	0.04%	135,774	10,493
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,444	10,444	0	0.00%	125,330	125,281	49	0.04%	135,774	10,493
Municipal Court	416	Regular	25,067	24,555	512	2.04%	300,808	288,284	12,523	4.16%	325,875	37,591
		IPT	1,385	739	645	46.61%	16,615	6,046	10,570	63.61%	18,000	11,954
		OT	2,052	-	2,052	100.00%	24,623	11,281	13,342	54.18%	26,675	15,394
		Total	28,504	25,294	3,210	11.26%	342,046	305,611	36,435	10.65%	370,550	64,939

CITY OF CHARLESTON
Payroll Variance Analysis
May 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	30,558	31,558	(1,000)	-3.27%	366,701	369,564	(2,863)	-0.78%	397,259	27,695
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,558	31,558	(1,000)	-3.27%	366,701	369,564	(2,863)	-0.78%	397,259	27,695
Accounting	418	Regular	22,601	22,467	134	0.59%	271,214	264,273	6,941	2.56%	293,815	29,542
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	22,601	22,467	134	0.59%	271,214	264,273	6,941	2.56%	293,815	29,542
Engineering - General	420-00	Regular	39,084	35,743	3,341	8.55%	469,008	462,824	6,184	1.32%	508,092	45,268
		IPT	769	-	769		9,231	-	9,231		10,000	10,000
		OT	-	-	-		-	-	-		-	-
		Total	39,853	35,743	4,110	10.31%	478,239	462,824	15,415	3.22%	518,092	55,268
Engineering - Stormwater	420-01	Regular	10,951	10,951	(0)	0.00%	131,417	131,417	(1)	0.00%	142,368	10,951
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,951	10,951	(0)	0.00%	131,417	131,417	(1)	0.00%	142,368	10,951
MOECD	421	Regular	30,945	30,226	719	2.32%	371,339	339,903	31,437	8.47%	402,284	62,381
		IPT	1,200	382	818	68.15%	82,800	76,839	5,961	7.20%	120,000	(43,161)
		OT	-	-	-		-	630	(630)		-	-
		Total	32,145	30,608	1,537	4.78%	454,139	417,372	36,767	8.10%	522,284	19,220
Human Resources	422	Regular	30,284	30,895	(611)	-2.02%	363,404	370,883	(7,479)	-2.06%	393,688	22,805
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,284	30,895	(611)	-2.02%	363,404	370,883	(7,479)	-2.06%	393,688	22,805
Mail Room	431	Regular	2,531	2,611	(80)	-3.16%	30,375	31,219	(844)	-2.78%	32,906	1,687
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	12	(12)		-	-
		Total	2,531	2,611	(80)	-3.16%	30,375	31,231	(857)	-2.82%	32,906	1,687
Building Department	436	Regular	54,672	48,415	6,256	11.44%	656,062	540,441	115,621	17.62%	710,734	170,293
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	54,672	48,415	6,256	11.44%	656,062	540,441	115,621	17.62%	710,734	170,293

CITY OF CHARLESTON
Payroll Variance Analysis
May 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	37,342	38,108	(766)	-2.05%	448,103	452,436	(4,333)	-0.97%	485,445	33,009
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	37,342	38,108	(766)	-2.05%	448,103	452,436	(4,333)	-0.97%	485,445	33,009
Information Systems	439	Regular	41,592	34,129	7,462	17.94%	499,098	406,002	93,097	18.65%	540,690	134,688
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	41,592	34,129	7,462	17.94%	499,098	406,002	93,097	18.65%	540,690	134,688
General Services	440	Regular	34,676	35,181	(505)	-1.46%	416,110	423,806	(7,696)	-1.85%	450,786	26,980
		IPT	769	-	769	100.00%	9,231	-	9,231	100.00%	10,000	10,000
		OT	5,837	9,052	(3,214)	-55.07%	70,049	65,979	4,069	5.81%	75,886	9,907
		Total	41,282	44,233	(2,951)	-7.15%	495,390	489,785	5,604	1.13%	536,672	46,887
Constituent Services	442-01	Regular	16,976	17,098	(122)	-0.72%	203,716	205,039	(1,323)	-0.65%	220,692	15,653
		IPT	1,800	-	1,800	100.00%	21,600	-	21,600	100.00%	23,400	23,400
		OT	-	-	-		-	-	-		-	-
		Total	18,776	17,098	1,678	8.94%	225,316	205,039	20,277	9.00%	244,092	39,053
Morris Square Property	500	Regular	5,252	5,036	216	4.11%	63,024	59,772	3,252	5.16%	68,276	8,504
		IPT	-	-	-		-	-	-		-	-
		OT	154	168	(14)	-9.20%	1,846	1,986	(140)	-7.58%	2,000	14
		Total	5,406	5,204	202	3.73%	64,870	61,758	3,112	4.80%	70,276	8,518
Public Works	566	Regular	17,811	17,042	768	4.31%	213,728	192,137	21,591	10.10%	231,539	39,402
		IPT	-	-	-		-	-	-		-	-
		OT	385	222	163	42.30%	4,615	2,005	2,610	56.56%	5,000	2,995
		Total	18,195	17,264	931	5.12%	218,344	194,142	24,202	11.08%	236,539	42,397
Public Grounds - Adm.	567-00	Regular	70,637	59,556	11,081	15.69%	847,641	720,452	127,190	15.01%	918,278	197,826
		IPT	-	729	(729)		-	729	(729)		-	(729)
		OT	2,122	10,987	(8,865)	-417.70%	25,468	82,104	(56,636)	-222.38%	27,590	(54,514)
		Total	72,759	71,272	1,487	2.04%	873,109	803,284	69,824	8.00%	945,868	142,584
Public Grounds - C/T	567-01	Regular	5,740	6,828	(1,088)	-18.96%	68,876	80,952	(12,075)	-17.53%	74,616	(6,336)
		IPT	-	-	-		-	-	-		-	-
		OT	368	1,697	(1,329)	-360.83%	4,420	13,332	(8,913)	-201.66%	4,788	(8,544)
		Total	6,108	8,525	(2,417)	-39.58%	73,296	94,284	(20,988)	-28.63%	79,404	(14,880)

CITY OF CHARLESTON
Payroll Variance Analysis
May 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Uniform	700-00	Regular	740,565	686,521	54,045	7.30%	8,886,784	8,485,713	401,071	4.51%	9,627,349	1,141,636
		OT	205,208	242,405	(37,197)	-18.13%	2,482,376	2,562,682	(80,306)	-3.24%	2,687,584	124,902
		Reimb.	(3,077)	(1,427)	(1,650)	-53.63%	(36,923)	(22,206)	(14,717)	-39.86%	(40,000)	(17,794)
		Total	942,696	927,499	15,198	1.61%	11,332,237	11,026,189	306,048	2.70%	12,274,933	1,248,744
Police - Civilian	700-01	Regular	69,141	68,884	257	0.37%	829,694	795,835	33,859	4.08%	898,835	103,000
		IPT	3,846	2,670	1,176	30.58%	46,154	18,035	28,119	60.92%	50,000	31,965
		OT	7,794	6,213	1,581	20.29%	93,525	74,348	19,177	20.50%	101,319	26,971
		Total	80,781	77,767	3,014	3.73%	969,373	888,218	81,155	8.37%	1,050,154	161,936
Fire - Uniform	706-00	Regular	826,438	865,985	(39,547)	-4.79%	9,002,274	9,382,418	(380,144)	-4.22%	9,737,806	355,388
		OT	133,856	118,027	15,830	11.83%	1,635,890	1,072,468	563,421	34.44%	1,769,746	697,278
		Reimb.	(923)	(1,120)	197	21.33%	(11,077)	(25,549)	14,472	130.65%	(12,000)	13,549
		Total	959,371	982,891	(23,521)	-2.45%	10,627,087	10,429,338	197,749	1.86%	11,495,552	1,066,214
Fire - Civilian	706-01	Regular	7,356	7,337	19	0.26%	88,269	83,047	5,223	5.92%	95,625	12,578
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	231	-	231	-	2,769	-	2,769	-	3,000	3,000
		Total	7,587	7,337	250	3.29%	91,038	83,047	7,992	8.78%	98,625	15,578
Traffic	712	Regular	34,698	32,054	2,644	7.62%	416,375	379,905	36,470	8.76%	451,073	71,168
		IPT	385	-	385	100.00%	4,615	-	4,615	100.00%	5,000	5,000
		OT	1,006	1,481	(474)	-47.13%	12,078	18,051	(5,973)	-49.46%	13,084	(4,967)
		Total	36,089	33,535	2,554	7.08%	433,068	397,955	35,113	8.11%	469,157	71,202
Emergency Services	716	Regular	6,438	-	6,438	100.00%	77,261	-	77,261	100.00%	83,699	83,699
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	6,438	-	6,438	100.00%	77,261	-	77,261	100.00%	83,699	83,699
Street	750	Regular	197,910	156,086	41,824	21.13%	2,374,921	1,952,103	422,818	17.80%	2,572,831	620,728
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	16,331	15,641	690	4.23%	267,973	237,243	30,730	11.47%	284,304	47,061
		Total	214,241	171,727	42,514	19.84%	2,642,894	2,189,345	453,549	17.16%	2,857,135	667,790
Equipment Maintenance	754	Regular	60,033	57,713	2,320	3.86%	720,396	706,763	13,633	1.89%	780,429	73,666
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	4,791	3,534	1,257	26.24%	57,495	42,964	14,531	25.27%	62,286	19,322
		Total	64,824	61,247	3,577	5.52%	777,891	749,727	28,163	3.62%	842,715	92,988

CITY OF CHARLESTON
Payroll Variance Analysis
May 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Refuse & Recycling	800	Regular	173,022	172,857	164	0.10%	2,076,261	2,075,632	629	0.03%	2,249,283	173,651
		IPT	-	-	-		-	-	-		-	-
		OT	20,761	12,743	8,018	38.62%	249,127	124,182	124,946	50.15%	269,888	145,706
		Total	193,782	185,600	8,182	4.22%	2,325,389	2,199,814	125,574	5.40%	2,519,171	319,357
Parks & Recreation	900	Regular	98,799	90,521	8,278	8.38%	1,185,584	1,083,860	101,724	8.58%	1,284,383	200,523
		IPT	19,320	8,682	10,638	55.06%	244,720	208,901	35,819	14.64%	322,000	113,099
		OT	4,635	2,979	1,656	35.73%	55,624	56,945	(1,321)	-2.38%	60,259	3,314
		Total	122,754	102,182	20,572	16.76%	1,485,928	1,349,706	136,222	9.17%	1,666,642	316,936
Public Arts	906	Regular	4,408	4,408	(0)	0.00%	52,901	52,901	(0)	0.00%	57,309	4,408
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,408	4,408	(0)	0.00%	52,901	52,901	(0)	0.00%	57,309	4,408
Spring Hill Cemetery	952	Regular	28,742	26,302	2,441	8.49%	344,907	320,858	24,049	6.97%	373,649	52,791
		IPT	-	-	-	#DIV/0!	-	-	-	0.00%	-	-
		OT	889	459	430	48.36%	10,668	3,356	7,312	68.54%	11,557	8,201
		Total	29,631	26,761	2,871	9.69%	355,575	324,214	31,361	8.82%	385,206	60,992
General Fund		Regular	2,900,073	2,782,542	117,532	4.05%	33,885,900	32,663,541	1,222,359	3.61%	36,695,067	4,031,526
		IPT	30,397	14,044	16,353	53.80%	446,043	320,873	125,170	28.06%	570,400	163,204
		OT	406,421	425,607	(19,186)	-4.72%	4,998,545	4,369,607	628,939	12.58%	5,404,966	1,036,002
		Reimb.	(4,000)	(2,547)	(1,453)	-36.33%	(48,000)	(47,755)	(245)	-0.51%	(52,000)	(4,245)
		Total	3,332,891	3,219,646	113,245	3.40%	39,282,488	37,306,266	1,976,222	5.03%	42,618,433	5,226,487

CITY OF CHARLESTON
Payroll Variance Analysis
May 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Business Improvement Dist.	568	Regular	3,414	2,890	525	15.36%	40,971	28,835	12,136	29.62%	44,385	15,550
		IPT	-	-	-		-	-	-		-	-
		OT	-	53	(53)		-	53	(53)		-	(53)
		Total	3,414	2,943	471	13.80%	40,971	28,888	12,083	29.49%	44,385	15,497
Land Reuse Agency	428	Regular	3,462	3,523	(62)	-1.78%	41,538	27,305	14,234	34.27%	45,000	17,695
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	3,462	3,523	(62)	-1.78%	41,538	27,305	14,234	34.27%	45,000	17,695
CARE Fund	409-02	Regular	24,938	24,927	12	0.05%	299,262	292,857	6,405	2.14%	324,200	31,343
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,938	24,927	12	0.05%	299,262	292,857	6,405	2.14%	324,200	31,343
Coliseum & Conv. Center	910-01	Regular	55,649	44,885	10,764	19.34%	667,789	572,638	95,151	14.25%	723,438	150,800
		IPT	-	-	-	0.00%	-	-	-	0.00%	-	-
		OT	2,308	954	1,353	58.65%	27,692	26,371	1,321	4.77%	30,000	3,629
		Total	57,957	45,839	12,117	20.91%	695,481	599,009	96,472	13.87%	753,438	154,429
Parking System	571	Regular	59,585	59,077	508	0.85%	715,018	701,026	13,992	1.96%	774,603	73,577
		IPT	3,923	1,829	2,094	53.38%	47,077	23,071	24,006	50.99%	51,000	27,929
		OT	1,692	1,019	673	39.79%	20,308	11,922	8,386	41.29%	22,000	10,078
		Total	65,200	61,924	3,276	5.02%	782,403	736,019	46,384	5.93%	847,603	111,584
Total		Regular	3,047,121	2,917,843	129,278	4.24%	35,650,478	34,286,200	1,364,278	3.83%	38,606,693	4,320,493
		IPT	34,320	15,873	18,447	53.75%	493,120	343,944	149,176	30.25%	621,400	191,134
		OT	410,421	427,634	(17,213)	-4.19%	5,046,545	4,407,953	638,592	12.65%	5,456,966	1,049,656
		Reimb.	(4,000)	(2,547)	(1,453)	36.33%	(48,000)	(47,755)	(245)	0.51%	(52,000)	(4,245)
		Total	3,487,862	3,358,803	129,060	3.70%	41,142,143	38,990,343	2,151,800	5.23%	44,633,059	5,557,036

Vacancy Report:

City Collector	1	Police - Uniform	17	Total General Fund	45	Coliseum	3
Building Department	2	Fire - Uniform	(3)			Total All	48
Information Systems	2	Homeland Security	1				
Public Works (all)	22	Parks & Recreation	3				

**MUNICIPAL COURT
CITY OF CHARLESTON**

**Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079**

Matt Smith, Judge

Adam Campbell, Clerk

TO: Mayor Amy Shuler Goodwin
FROM: Adam Campbell, Clerk
DATE: June 5, 2024
RE: May 2024 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 910

Criminal Violations: 196

Traffic Violations: 714

Parking:

Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): \$191.00

Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Matt Smith, Judge
Miles Cary, City Clerk
Ben Adams, Treasurer
Scott Dempsey, Chief of Police
Tony Harmon, Building Department
David Potters, Office of the City Attorney
Captain Mike Pridemore, CPD
Nikki Smith, City Clerk's Office
Andrew Workman, Mayor's Office

MUNICIPAL COURT REPORT - FILED CASES

Report For May 1, 2024 Thru May 31, 2024

Page: 1
FILEDST

Violations by Filed Date...

CRIMINAL	196	
TRAFFIC	714	
Total Filed Violations		910

Completed Cases...

Paid Fine...		
CRIMINAL	9	
TRAFFIC	267	
Total Paid Fines		276
Before Judge...		
CRIMINAL	4	
TRAFFIC	0	
Total Before Judge		4
Total Completed		280

Other Completed...

DISMISS- OFFICER NOT WITH CITY		
CRIMINAL	1	
TRAFFIC	2	
Total		3
DISMISSED OFFICER FAIL TO PROS		
CRIMINAL	1	
TRAFFIC	0	
Total		1
DISMISSED (PRESENTED INSURANCE)		
CRIMINAL	0	
TRAFFIC	71	
Total		71
DISMISSED (PRESENTED DL)		
CRIMINAL	0	
TRAFFIC	29	
Total		29
DISMISSED OFF FAIL TO PROV VIN		
CRIMINAL	0	
TRAFFIC	3	
Total		3
DISMISSED (PROSECUTOR'S ORDER)		
CRIMINAL	23	
TRAFFIC	17	

MUNICIPAL COURT REPORT - FILED CASES

CHARLESTON MUNICIPAL COURT
Report For May 1, 2024 Thru May

31, 2024

Page: 2
FILEDST

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Total		40	
Dismissed at Officers Request			
CRIMINAL	2		
TRAFFIC	44		
Total		46	
DISMISSED PRESENTED RECORDS			
CRIMINAL	1		
TRAFFIC	224		
Total		225	
DISMISSED AFTER PT DIVERSION			
CRIMINAL	29		
TRAFFIC	14		
Total		43	
Dismissed Pursuant to Plea			
CRIMINAL	57		
TRAFFIC	7		
Total		64	
DISMISSED VICTIM/WITNESS FTA			
CRIMINAL	3		
TRAFFIC	0		
Total		3	
DISMISSED WITHOUT PREJUDICE			
CRIMINAL	11		
TRAFFIC	6		
Total		17	
VOIDED DOCKET			
CRIMINAL	3		
TRAFFIC	7		
Total		10	
Total Other Completed		555	
Grand Total Completed		835	
Net Difference Filed/Complete		75	
-----		-----	

Warrants...

Issued...			
CRIMINAL	143		
TRAFFIC	41		
Total Violations		184	
Total Warrants Issued		184	
Cleared...			
CRIMINAL	117		

MUNICIPAL COURT REPORT - FILED CASES

CHARLESTON MUNICIPAL COURT
Report For May 1, 2024 Thru May 31, 2024
Page: 3
FILEDST

TRAFFIC 52
Total Violations 169
Total Warrants Cleared 169
Change in Total Warrants 15

Other Paid Cases...

Paid Fine... Total Other Paid Fines 145

FINE FINE \$16,119.50
LAWFND LAW ENFORCE. TRAIN STATE \$3,392.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL) \$1,363.00
CVC CRIME VICTIM'S FUND \$2,312.00
ADMIN ADMINISTRATIVE COST \$592.00
JAILF REGIONAL JAIL CORR. \$11,570.00
CCF COMMUNITY CORRECTIONS FUND \$194.00
PCADM PC ADMIN FEE \$75.00
REST RESTITUTION \$191.00
OP OVER PAYMENT \$1,787.00-
Total Fees/Fines Paid \$34,021.50

Monthly Report – Definition Key

Violations by Filed Date:

Violations keyed into the Court software during the month

Completed Cases:

Cases where the fine and court costs were paid in full and the case was closed during the month.

Before Judge:

Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.

Other Completed -Dismissed (By Complainant):

The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.

Defendant Deceased:

Cases dismissed because the defendant died.

Dismissed Officer Fail to Pros:

Cases dismissed because the officer failed to appear in Court.

Dismissed (presented insurance):

Cases dismissed because the defendant presented valid proof of insurance for the offense date.

Dismissed (presented DL):

Cases dismissed because the defendant presented a valid driver's license.

Dismissed Mistaken Identity:

Cases dismissed cases on the City Attorney's motion due to mistaken identity.

Dismissed (Prosecutor's Order):

Cases dismissed on the City Attorney's motion or as a result of a plea agreement.

Dismissed Presented Records:

Cases dismissed because the defendant presented records to satisfy a code or Court requirement.

Dismissed After PT Diversion:

Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.

Dismissed Victim/Witness FTA:

Cases dismissed because the witness or victim did not appear in Court for trial.

Dismissed without prejudice:

Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.

Dismissed No Drug Results:

Drug results were not received for trial.

Dismissed – Officer Not With City

Officer/Witness is no long employed by the City.

Warrants

The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.

Cleared:

The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.

Other Paid Cases:

The Court received a partial payment for a case; however, the defendant still has a balance due.

Search Warrant Issued:

A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

This report is not indicative of the case volume in Municipal Court. Rather, this information reflects payment status/coding for cases.



CITY OF CHARLESTON
OFFICE OF THE CITY MANAGER

Memorandum

Date: June 4, 2024

To: City Council Members

From: Ben Mishoe, City Manager

Re: Resolution 825-23; MDENT and SEU Vehicle Purchase Authority

On June 21, 2023, City Council adopted Resolution 825-23, authorizing the Mayor or City Manager to purchase various vehicles for the Metropolitan Drug Enforcement Network Team ("MDENT") and Special Enforcement Unit ("SEU") without first obtaining an authorizing resolution from the City Council; provided that any vehicle may not exceed the purchase price of \$40,000.

The authorization in this Resolution expires on June 30, 2024, and directs the City Manager to file a report with the City Clerk regarding all purchases made under this authority within 30 days of the authority's expiration.

Pursuant to this directive, the City Manager reports that the City proceeded with the purchase of five (5) vehicles under the authority granted in the Resolution. Three vehicles were purchased for use by MDENT. Two vehicles were purchased for use by SEU. These five vehicles purchased for use by MDENT and SEU for a total cost of \$189,367.50

Should you have any questions, please do not hesitate to contact me.

Bill No. 8036

Introduced in Council:

June 17, 2024

Adopted by Council:

Introduced by:

Becky Ceperley

Referred to:

Finance

Bill No. 8036 - A BILL to amend and reenact Section 2-713 of the Municipal Code of the City of Charleston, as amended, by removing provisions regarding surplus funds in order to be consistent with state law.

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

That Section 2-713 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

Sec. 2-713. Creation of fund; rate and manner of fees.

(a) There is hereby created a special revenue fund within the city treasury to be known as the City Center BID Fund, along with any subaccounts deemed necessary by the district board.

(b) The City Center Business Improvement District FY2021 BID Work Plan and Budget sets the rate of annual fees for the City Center BID on each private for-profit property owner at the equation of (total land lot size square footage x .075) + (total building square footage x .03325). The maximum rate of any annual fees that may be imposed upon a single commercial property in the City Center BID, as calculated by the aforementioned formula, will be \$25,000.00 annually. It is anticipated that cumulative revenue from the initial annual fee will be \$100,000.00. The City Center BID Board provided the assessed amounts for FY2021 to the city in December 2021. For each subsequent year, the City Center BID Board shall provide to the city collector the assessed amounts no later than May 15. Pursuant to W. Va. Code § 8-13A-12, city council may levy the assessments by ordinance upon receipt of the proposal from the City Center BID Board. City council shall levy the rates for each fiscal year after the City Center BID Board provides the assessments.

~~—— (1) Pursuant to W. Va. Code § 8-13A-12(a), the levy amount shall be "only to the extent necessary to fund the budget proposed by the district board" and "[a]ny surplus in the fund in a fiscal year shall be applied to reduce the amount of service fees required for the next fiscal year."~~

~~—— (2) As used in this section, the term "surplus" shall mean the amount by which the service fees collected in a full fiscal year exceed the budgeted amount of anticipated~~

36 ~~service fee revenue used to fund the ongoing operations and services of the City Center~~
37 ~~BID District. The term "surplus" shall not include, and the calculation of any surplus shall~~
38 ~~not take into consideration, any gifts, grants, or other appropriations that are designated~~
39 ~~for specific projects or purposes that are separate from the general ongoing operations~~
40 ~~and services of the City Center BID District.~~

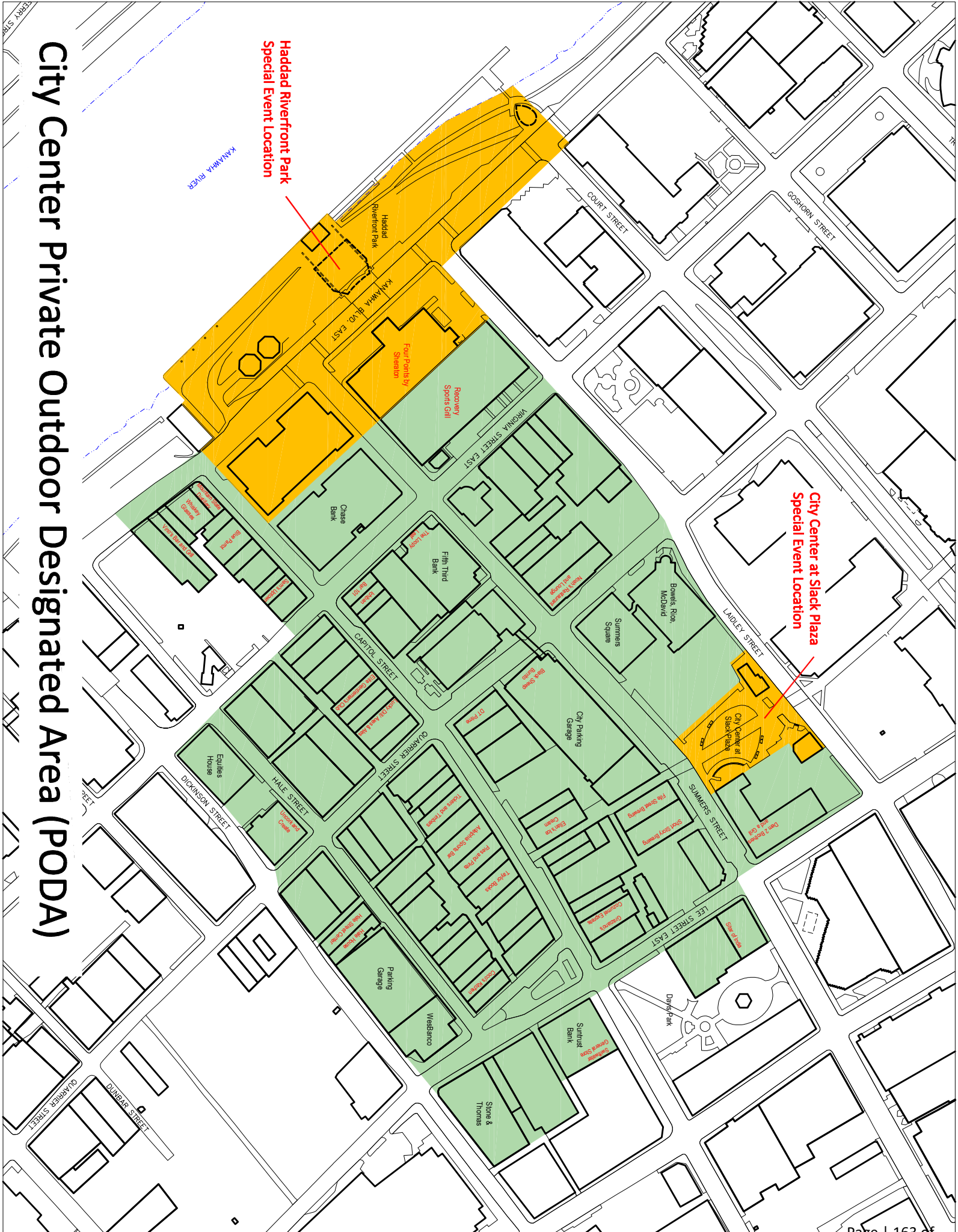
41
42 (c) Any person who desires to challenge the City Center BID Board assessment
43 shall file a petition for reassessment with the city collector within 30 days of receiving
44 notice of the assessment. The petition shall state the reasons the person is seeking the
45 reassessment. After the filing of a petition, the city collector shall set the petition for an
46 administrative hearing and give the board an opportunity to respond in writing in
47 advance of the hearing. The petitioner and the board may represent themselves or be
48 represented by counsel at the administrative hearing. The city collector, or a hearing
49 examiner designated by the city collector, shall conduct an informal and impartial
50 administrative hearing and make a prompt decision on the petition for reassessment
51 after hearing all of the evidence and argument. An appeal of the city collector's decision
52 may be taken by the petitioner or the board to the Circuit Court of Kanawha County
53 within 30 days of the city collector's decision.

54
55 (d) The fees assessed by the City Center BID upon the property owners shall be
56 collected through the City of Charleston's City Collector on a biannual (twice per year)
57 basis. The collection efforts from the city collector shall clearly state it is assessing fees
58 for the City Center BID. All funds collected from the fees shall be placed in the City
59 Center BID Fund created by this section. The City Center BID Fund may also receive
60 other voluntary contributions.

61
62 (e) Notwithstanding any provision of this Code to the contrary, any expenditure
63 authorized by the City Center BID Board from the City Center BID Fund up to
64 \$100,000.00 is exempt from the purchasing rules of the City of Charleston. Any
65 individual expenditure in excess of \$100,000.00 by the City Center BID Board shall
66 require City Council approval prior to authorization. The City Center BID Board shall
67 generally submit requests for purchase orders to the city manager's office in advance of
68 any purchase being made, which the city manager will approve as long as the vendor is
69 in good standing with the city collector's office and there are no other legal issues with
70 payment.

71
72 (f) The city collector shall have plenary power and authority to promulgate any
73 rules necessary to carry out the assessment, hearing, and collection provisions of this
74 article. The city collector shall work in conjunction with the City Center BID Board to
75 develop such rules.

City Center Private Outdoor Designated Area (PODA)



Bill No. 8037

Introduced in Council:

June 17, 2024

Introduced by:

Chad Robinson

Adopted by Council:

Referred to:

Ordinance & Rules

Bill No. 8037 - A BILL to amend and reenact Section 6-166 of the Municipal Code of the City of Charleston, as amended, relating to updating the City Center Private Outdoor Drinking Area to include two special event locations; updating the City Center PODA map; explicitly vesting the City Manager with the authority to adjust the active boundary of the Private Outdoor Drinking Area in order to account for special event locations; and requiring additional signage relating to the special event locations.

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

That Section 6-166 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

DIVISION 2. - CITY CENTER PODA

Sec. 6-166. - Creation and boundaries.

(a) City Council for the City of Charleston hereby establishes a private outdoor designated area known as "City Center PODA," which shall have the boundary as stated in subsection (b) of this section and which shall meet all of the requirements of this article and applicable West Virginia Code. Notwithstanding the foregoing and the provisions of subsection (b) of this section, the City Council further approves the establishment of two special event locations within the City Center PODA, as described in subsection (c) of this section, which may become inactive areas within the City Center PODA as provided in subsection (d) of this section.

(b) The City Center PODA shall begin at the southeastern corner of the intersection of Kanawha Boulevard and Laidley Street, then continue along Laidley Street in a northerly direction, including City Center at Slack Plaza, to Lee Street, then continue in an easterly direction along Lee Street, including the structures on the northern side of Lee Street between Summers Street and Dickinson Street, but excluding Davis Park, to Dickinson Street, then continue in a southerly direction along Dickinson Street to Virginia Street, then continue in a westerly direction along Virginia Street to Capitol Street, then continue in a southerly direction along Capitol Street to Kanawha Boulevard, including the 800 block of Kanawha Boulevard and then continue in a westerly direction along Kanawha Boulevard to include all of Haddad Riverfront Park to the southeastern corner of the intersection of Laidley Street and Kanawha

36 Boulevard. The City Center PODA shall include the public rights-of-way within the
37 boundary area and the buildings at or within the following addresses: 600-900 Virginia
38 Street East; 500-816 Kanawha Blvd East; 8-310 Capitol Street; 2-191 Summers Street;
39 100-235 Hale Street; 611-900 Lee Street East; 700-723 Brawley Walkway; 700-912
40 Quarrier Street.

41
42 (c) Within the boundary of the City Center PODA, as detailed in subsection (b) of
43 this section, there are hereby established two special event locations: the Haddad
44 Riverfront Park Special Event Location and the City Center at Slack Plaza Special
45 Event Location. Each of these special event location boundaries are shown ~~The on the~~
46 attached updated map of the City Center PODA. The updated map hereby replaces all
47 previous City Center PODA maps and is incorporated by reference herein and made a
48 part of this article.

49
50 (d) The City Manager is hereby explicitly vested by City Council with the authority
51 to announce that either the Haddad Riverfront Park Special Event Location or the City
52 Center at Slack Plaza Special Event Location, or both, are hosting an approved special
53 event on specific dates and times during which the applicable special event locations
54 are deemed outside of the City Center PODA and shall provide written notice to the
55 WVABCA of any such closure at least ten days in advance of the event, unless
56 extenuating circumstances exist that do not allow for such advance notice and in that
57 case notice shall be provided as soon as practicable before the event. If the City
58 Manager makes such an announcement, the City Manager shall direct the conspicuous
59 placement of at least two additional signs measuring at least 24 inches by 36 inches at
60 each entry point to the applicable special event locations clearly stating that individuals
61 are exiting the PODA and entering a special event location and that PODA approved
62 beverages may not be brought into the special event location, and shall likewise place
63 equal signs at each exit point of the special event location stating that individuals are
64 exiting the special event location and entering the PODA and that any beverages
65 purchased at the special event location are prohibited within the PODA. Each approved
66 special event will have the option to obtain any relevant approval from the WVABCA to
67 have alcohol present at the event and, if the approved special event chooses to do so,
68 the approved special event shall be responsible for ensuring that any alcoholic
69 beverages served at the approved special event do not leave the relevant special event
70 location. The City Manager shall have no additional authority to modify the footprint of
71 the City Center PODA except as explicitly provided herein without first obtaining
72 approval of City Council.

73
74 (d) (e) The area within the City Center PODA is in the Central Business District
75 ("CBD"), which is a zoning area that allows for the sale and consumption of liquor, wine,
76 nonintoxicating beer and nonintoxicating craft beer, and is in compliance with the zoning
77 ordinance.
78