CHARLESTON CITY COUNCIL

Regular Meeting

December 16, 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 12-16-2024

PROCLAMATIONS

1. 12-16-2024

COMMUNICATIONS

1. 12-16-2024

PUBLIC HEARINGS

1. Resolution No. 24-049 - Authorizing the City Manager or the Parking System Director to enter into a parking lease agreement for a parking lot located at 1309 Smith Street to Charmco Lofts Limited Partnership.

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 24-045 – Authorizing the Mayor or City Manager to purchase 4 Ford Escapes for the Parking Department from Stephens Auto.

2. Resolution No. 24-046 - Authorizing the Mayor or City Manager to purchase 4 Jeep Grand Cherokees for City Engineering, Public Works, Parks and Recreation, and MOECD from Thornhill Motor Car, Inc.

3. Resolution No. 24-047 - Authorizing the Mayor or City Manager to amend the Food Service Management Agreement between the Charleston Coliseum / Municipal Auditorium Board and Boston Culinary Group d/b/a Sodexo Live.

4. Resolution No. 24-048 - Authorizing the Mayor or Chief of Police to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area for funds to be awarded to the Metropolitan Drug Enforcement Network Team.

5. Resolution No. 24-049 - Authorizing the City Manager or the Parking System Director to enter into a parking lease agreement for a parking lot located at 1309 Smith Street to Charmco Lofts Limited Partnership.

6. Resolution No. 24-050 - Authorizing the Mayor or City Manager to submit an application to the FEMA Assistance to Firefighter Grant Program for funds to purchase 8 Power Load lifts and a Cascade system.

7. Resolution No. 24-051 - Authorizing the Mayor or City Manager to purchase from Midstate Automotive a total of 3 vans for use by the Parks and Recreation Department.

REPORTS OF OFFICERS

1. 12-16-224

NEW BILLS

1. 12-16-2024

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE JANUARY 6, 2025 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 12-12-2024

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

Page | 2 of

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:	**GREEN TEAM**
DATE:	**DECEMBER 16, 2024**

I recommend the following individual be appointed to the Charleston Green Team:

Shawna Phillips - fills a vacant seat

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

ASG/mls

RECEIVED
DEC 13 2024
OFFICE OF CITY CLERK

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 URBAN RENEWAL AUTHORITY**

DATE: **DECEMBER 16, 2024**

I recommend Shawn Taylor and Caitlin Cook be appointed to the Charleston Urban Renewal Authority. Shawn is filling a City Council seat and Caitlin is filling a vacant seat and her term is set to end March 3, 2026

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

ASG/mls

RECEIVED
DEC 13 2024
OFFICE OF CITY CLERK

Resolution No. 24-045

Introduced in Council: December 16, 2024

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 24-045 – Authorizing the Mayor or City Manager to purchase four Ford Escapes for the Parking Department from Stephens Auto in the amount of $104,868.00 pursuant to a competitively sourced open-ended contract, where the price for each vehicle is locked in for one year and purchases permitted as needed pursuant to the contract.

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

That the Mayor or City Manager is authorized to purchase four Ford Escapes for Parking Systems from Stephens Auto in the amount of $104,868.00 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 **$2,500 or more.** A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Regular Replacement cycle for Parking system's unit's 500, 547, 548, 549 FY-2024-2025

Date: 12-3-24

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: 4 New Ford Escape's from Stephens Auto on the open-ended Contract.

Purchase justification: These are replacing Parking system's units 500, 547, 548, 549 on there regular Replacement cycle

If approved, the total purchase price will be: $26,217.00 x 4 = $104,868.00

(Check One)

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

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

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

1. Stephen's Auto open-ended contract Price Quote: 26,217.00 x 4 $~~108,868.00~~

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 Stephens Auto Center because:

open-ended contract.

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*)______________________

2

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: Ken Orly ____________ Department: Equipment Maintenance

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

****

Funds Approval: ____________________ Date: 12/9/2024
Authorized Financial Officer

Account Number: 406-571-00-000-4-459 (Council Approval Required)

City Manager Approval: ____________________ Date: ____________________

3

BID AND PROPOSAL FORM (2 OF 3)

Edit More

Search for Item Code or Description

Reset Search

	Order	Description		Quantity	Alternate	Optional	Fixed (Unit Price)	Unit Price
		• Alternates are not included in bid total.						
N/A	1	Jeep Cherokee (or Equal)-**must include vehicle specification sheet**	No Bid	1.00				
N/A	2	Ford F150- Regular Cab (or Equal)-**must include vehicle specification sheet**	No Bid	1.00				
	3	Ford F150- Crew Cab (or Equal)-**must include vehicle specification sheet**	Ram 1500	1.00				#42,130.00
	4	Ford F150- Extended Cab (or Equal)-**must include vehicle specification sheet**	Ram 1500	1.00				#39,505.00
N/A	5	Ford F250- Crew Cab (or Equal)-**must include vehicle specification sheet**	No Bid	1.00				
	6	Ford Explorer- AWD (`or Equal)-**must include vehicle specification sheet**		1.00				#39,810.00
N/A	7	Ford Transit Passenger Van (or Equal)-**must include vehicle specification sheet**	No Bid	1.00				
	8	Chevrolet Trax (or Equal)-**must include vehicle specification sheet**	Ford Escape	1.00				#26,217.00
	9	Vehicle Color Add-On (Bid White) All other colors vary in price range of #295.00-#795.00		1.00				

9 Items

Resolution No. 24-046

Introduced in Council: December 16, 2024

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 24-046 – Authorizing the Mayor or City Manager to purchase four Jeep Grand Cherokees for City Engineering, Public Works, Parks and Recreation, and MOECD from Thornhill Motor Car, Inc, in the amount of $151,696.00 pursuant to a competitively sourced state contract.

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

That the Mayor or City Manager is authorized to purchase four Jeep Grand Cherokees for City Engineering, Public Works, Parks and Recreation and MOECD from Thornhill Motor Car, Inc, for the amount of $151,696.00 pursuant to a competitively sourced state contract.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Regular Replacement cycle
FY-2024-2025

Date: 12-3-24

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: 4 New Jeep Grand Cherokees WLJH74 off state contract through Thornhill.

Purchase justification: These are on there regular replacement cycle for these Departments, City Engineering, MOECD, Public Works, Park and rec.

If approved, the total purchase price will be: $37,924.00 X 4 = $151,696.00

(Check One)

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

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

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

1.	Thornhill	Price Quote:	$37,924.00 x 4 $151,696.00
2.		Price Quote:	$
3.		Price Quote:	$
4.		Price Quote:	$
5.		Price Quote:	$

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

AND

- [x] 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

- [x] I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with Thornhill because:

  off state contract

  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: Ken Orley ______________ Department: Equipment Maintenance

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

****

Funds Approval: ______________________________ Date: ______________
Authorized Financial Officer

Account Number: ____

City Manager Approval: ______________________________ Date: ____________________

Class 7 - Automobile
Mid Size Utility

Vendor Name:	Thornhill CDJR	**Vendor Contact:**	Charles Ellis
Manufacturer/Brand:	JEEP	**Phone No.:**	304-855-1289
Model Name & Number:	Grand Cherokee WLJH74	**Email:**	charles.ellis@thornhillautomotive.com

Vehicle Requirements: Classification:	Mid Size Utility
Drive:	4 Wheel/All Wheel
Passenger seating:	5 minimum (including driver)
Doors:	4, minimum
Wheelbase:	109 in., minimum
GVWR:	6100 lbs. min, 7300 lbs. max.
Engine:	6 cylinder minimum
Additional Requirements:	
Tow Package:	Installed Hitch and Wiring
Slush/All-Weather Mats:	Installed: Driver, Passenger, Cargo area

Manufacturer's Standard Available Colors	
Standard Color Code	**Color Description**
PW7	Bright White

The vehicle bid shall include the standard equipment requirements as required in section 3. the specification.

Vendor Bid Response:

Vehicle fuel type	UNIT PRICE
Gasoline	$ 37924.00
Flex-fuel	$ -
Diesel	$ -
CNG/Bifuel	$ -
Hybrid	$ -

***Options:**

FOB Dealership: (Deduct)	$ -
FOB Other than Metro Charleston - Per Mile	$ -

*Note - The above delivery "options" above are not evaluated as part of the award.

Resolution No. 24-047

Introduced in Council: Adopted by Council:

December 16, 2024

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 24-047 – Authorizing the Board of the Charleston Coliseum and Convention Center (“CCCC”) to enter into the “Second Amendment to Food Service Management Agreement” with Sodexo Live, pursuant to the terms set forth therein, which will modify certain terms and conditions related to the food and beverage management at CCCC and extend the agreement for a period of five years, with the option of an additional five year term upon mutual agreement of the parties. This Second Amendment is the result of an interview, selection, and negotiation process undertaken by the CCCC Board, which unanimously approved the Second Amendment at a special meeting held Wednesday, December 11, 2024.

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

That the Board of the Charleston Coliseum and Convention Center (“CCCC”) is authorized to enter into the “Second Amendment to Food Service Management Agreement” with Sodexo Live, pursuant to the terms set forth therein, which will modify certain terms and conditions related to the food and beverage management at CCCC and extend the agreement for a period of five years, with the option of an additional five year term upon mutual agreement of the parties.

SECOND AMENDMENT TO FOOD SERVICE MANAGEMENT AGREEMENT

This Second Amendment to Food Service Management Agreement (this "Second Amendment") is made and entered into as of the seventeenth (17^{th}) day of December 2024, by and between the Charleston Coliseum and Convention Center / Municipal Auditorium Board ("Owner") and Boston Culinary Group, Inc. d/b/a Sodexo Live! (formerly doing business as Centerplate) ("SL" and together with Owner, the "Parties" and each a "Party").

WHEREAS, Owner and SL are parties to that certain Food Service Food Management Agreement, dated December 23, 2019 (as amended through the date hereof, the "Agreement") governing foodservice operations at the Charleston Coliseum and Convention Center located in Charleston, West Virginia (the "Facility"); and

WHEREAS, Owner conducted a formal Request For Proposals and reviewed proposals for foodservice operations at the Facility presented by SL and other competing entities, ultimately deciding that SL presented the highest scoring proposal; and

WHEREAS, the Parties now desire to extend the term of the Agreement, and modify certain financial terms therein, all as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the promises and of the mutual promises contained herein, Owner and SL hereby agree as follows:

A. Defined Terms. Unless the context otherwise requires, and except as expressly modified herein, the capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement (such definitions to be equally applicable to both the singular and plural forms of the terms defined).

B. Amendments. The Agreement is hereby amended as follows:

1. The Term of the Agreement shall be extended for five (5) additional years and shall now expire on December 31, 2029 (the "Extended Term"), unless otherwise terminated as provided in the Agreement. By mutual written agreement of the Parties made on or before June 30, 2029, the Agreement may be further extended under the same financial terms set forth herein for one additional five (5) year period to commence on January 1, 2030, and expire on December 31, 2034. In the event the additional extension is mutually agreed upon by the Parties, the Annual Management Fee beginning January 1, 2030, will be calculated by continuing the annual increase provided in Section B.3 of this Second Amendment. The period between January 1, 2025, and December 31, 2029 shall be known as the "Extended Term".

2. Capital Investment. (a) SL shall invest up to five hundred thousand dollars ($500,000) toward foodservice-related capital projects during the Extended Term, the scope and nature of which shall be mutually agreed upon by the Parties (the "Capital Investment"). For purposes of calculating Owner's repayment obligation set forth in subsection (b) below, and each associated monthly Allowable Operating Expense as set forth in

subsection (c) below, SL shall amortize and / or depreciate each Capital Investment expenditure on a straight-line basis over five (5) years, commencing on the date of each expenditure, or, if the expenditure is related to tangible goods, the date of installation of such goods at the Facility, whichever is later in time.

(b) Upon the expiration or early termination of the Agreement, for any reason whatsoever, Owner covenants and agrees it shall pay, or cause a successor foodservice provider to pay, to SL the undepreciated and / or unamortized portion of each and any Capital Investment expenditure on or before SL's last day of operation at the Facility.

(c) Owner and SL agree that the amortization and / or depreciation of the Capital Investment shall be considered an Allowable Operating Expense.

3. Annual Management Fee. During the first Contract Year of the Extended Term, SL shall be entitled to receive an Annual Management Fee in the amount of two hundred fifty thousand dollars ($250,000), payable in equal monthly installments. For each subsequent Contract Year, the Annual Management Fee shall be increased by the lesser of three percent (3.0%) or the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers (CPI-U), as published by the Bureau of Labor Statistics, for the most recent twelve (12) month period available on January 1st of each Contract Year.

C. Except as expressly set forth in this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

D. Construction and Headings. The language in all parts of this Second Amendment shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties. The headings of the several sections of this Second Amendment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Second Amendment.

E. Counterparts; Photocopies. This Second Amendment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Signatures may be evidenced by facsimile or photocopy and transmitted by electronic means in Portable Document Format (PDF).

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment on the date first above written.

[*Remainder Intentionally Blank*; *Signature Page Follows*]

CHARLESTON COLISEUM AND CONVENTION CENTER
/ MUNICIPAL AUDITORIUM BOARD

____
Signature

____
Name

____
Title

BOSTON CULINARY GROUP, INC. D/B/A SODEXO LIVE!

____
Signature

Matthew Schechter
Name

CFO
Title

Resolution No. 24-048

Introduced in Council: December 16, 2024

Adopted by Council: ______

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 24-048 - Authorizing the Mayor or Chief of Police to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area (“AHIDTA”) for funds from the United State Office of National Drug Control Policy in the total amount of $120,000 to be awarded to the Metropolitan Drug Enforcement Network Team (“MDENT”). The 2025 calendar year funds are designated for the purchasing of evidence and information (totaling $20,000), funding overtime for five full-time officers at $19,000 each (totaling $95,000), and funding contracted support staff (totaling $5,000).

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

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

December 9, 2024

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

Dear Chief of Police:

We are pleased to inform you that the CY 2025 Appalachia HIDTA Subaward Agreement is ready for your review and signature.

The original Subaward Agreement for CY 2025 and the subaward conditions are enclosed. By accepting this subaward, you assume the administrative and financial responsibilities outlined in the enclosed Subaward Conditions. Should your organization not adhere to these terms and conditions, Appalachia HIDTA may terminate the grant for cause or take other administrative action.

Also enclosed you will find a copy of your agency's CY 2025 HIDTA budget and information regarding the AHIDTA Reimbursement Form LC-07.

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

Email: Finance@ahidta.org

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

Please return the completed Subaward Agreement by January 20, 2025.

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

Sincerely,

Vic Brown, Director
Appalachia HIDTA

Encl.

Financial Commission for Appalachia HIDTA (FCAHIDTA)		**Subaward Agreement**	
1. Recipient Name and Address: Charleston Police Department P.O. Box 2749 Charleston, WV 25330		**7. Federal Award Project Description:** *This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Appalachia HIDTA and approved by the Office of National Drug Control Policy.*	
2. Subrecipient Unique Entity ID (UEI) number (If this number is not correct, please make pencil changes before returning this agreement. <u>If no number is listed in the box below, please provide your agency UEI number when returning this signed document).</u> **FN2TCKTCFG37** (The Unique Entity ID (UEI) number is a 12-character alphanumeric ID assigned to an entity by SAM.gov. A non- Federal entity is required to have a UE ID in order to apply for, receive, and report on a federal award. A UE ID may be obtained from SAM.gov.)		**8. Federal Award/Subaward Number (FAIN):** G25AP0001A	**9. Federal Award Date:** January 1, 2025
		10. Subaward period of Performance: From: 01/01/2025 to 12/31/2025	
		10a. Budget Amount: See budget detail at the end of this document.	
3. Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program		**11. Pass-through entity name:** Laurel County Fiscal Court	
4. Federal Awarding Agency: Office of National Drug Control Policy		**12. Pass-through entity contact information:** Jodi Albright, Commissioner 400 South Main Street, 3rd Floor London, KY 40741	
5. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program – 95.001*		**13. Indirect Cost Rate:** $0.00	
6. Award Type: B-Projects		**14. R&D Award:** No	
FCAHIDTA APPROVAL		**RECIPIENT ACCEPTANCE**	
15a.Typed Name and Title of Approving Official: Jodi Albright, Commissioner Financial Commission for Appalachia HIDTA		**17a. Typed/Printed Name and Title of Authorized Official:**	
15b. Signature of Approving FCAHIDTA Official:	**Date:** 12/6/24	**17b. Signature of Authorized Recipient:**	**Date:**
16a. Typed Name and Title of Approving Official: Jackie Steele, Commissioner Financial Commission for Appalachia HIDTA		**18. Authorized Official e-mail address:**	
16b. Signature of Approving FCAHIDTA Official:	**Date:** 12/10/24	**19. Authorized Official telephone number:**	

SUBAWARD CONDITIONS

1. PURPOSE: This agreement is entered into by and between the Charleston Police Department (hereinafter referred to as "Subrecipient") and the Financial Commission for Appalachia High Intensity Drug Trafficking Area (hereinafter referred to as "Financial Commission"). The Subrecipient has been selected by and agrees to accept funds awarded from the United States Office of National Drug Control Policy (hereinafter referred to as "ONDCP") and Financial Commission pursuant to this subaward agreement. The funds will be administered by the Financial Commission and the HIDTA Assistance Center on behalf of ONDCP. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted, and may be used, by the Subrecipient and to outline the responsibilities of the participating parties.

2. AUDIT READINESS AND COMPLIANCE: The Subrecipient agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. The Subrecipient understands that it may be subject to audit by the Appalachia HIDTA, Laurel County Fiscal Court (Financial Commission), agencies of the United States of America, and/or any other applicable agency and agree to fully cooperate with any or all of those entities in the event of inquiry or audit. The Subrecipient further agrees to maintain an inventory control system to account for all expenditures of these funds, in accordance with the policies of, and procedures required by, the Appalachia HIDTA.

3. STANDARDS AND GUIDELINES: The Subrecipient acknowledges receipt and understanding of the HIDTA Program Policy and Budget Guidance produced by ONDCP as well as other guidelines that have been, or will be, approved by the Executive Board, and agrees to abide by them. The Subrecipient further agrees to comply with the terms of the Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as well as all relevant state, county and municipal financial and accounting rules, regulations, standards and guidelines. Subrecipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information ("PEPI" Funds).

4. PUBLIC RECORDS COMPLIANCE: The Subrecipient agrees to comply with the provisions of Chapter 61.870, Kentucky Statutes, entitled "Public Records", as well as any other public record statutes that may be applicable to the Subrecipient's jurisdiction.

5. ROLE OF THE FINANCIAL COMMISSION FOR APPALACHIA HIDTA: The Subrecipient understands that the role of the Financial Commission for Appalachia HIDTA is limited to disbursing ONDCP funds per the instructions of the Appalachia HIDTA, through its designated representative, and/or the HIDTA Assistance Center staff. The Subrecipient understands that it may not bind or commit the HIDTA Assistance Center or Financial Commission for Appalachia HIDTA contractually, or act as an agent for either entity in any way.

6. TERMINATION, SUSPENSION OR DELAY: The Subrecipient agrees that the HIDTA Assistance Center and the Financial Commission for the Appalachia HIDTA have the right to terminate, suspend or delay any payment to Subrecipient if the payment request clearly fails to meet Financial Commission budgetary guidelines. In the event that the HIDTA Assistance Center and/or Financial Commission deem such an act necessary, the HIDTA Director and the Subrecipient shall be notified within three business days of the decision. The Director shall then make a determination regarding whether to continue the termination, suspension or delay of the payment. The Financial Commission shall act according to the directive of the Director and/or the Executive Board regarding the payment. The Subrecipient agrees that it shall have no cause of action or legal claim whatsoever against the HIDTA Assistance Center or the Financial Commission for Appalachia HIDTA in the event either decides to exercise its rights under this agreement.

7. CONDITIONS OF SIGNATURES: It is expressly understood and agreed that the agency representative's signature in execution of this Agreement does not alter or constitute a wavier in whole or part of any of the privileges or immunities otherwise enjoyed by any of the units of Government that are parties hereto. Parties agree that the signatures of Jackie Steele and/or J. L. Albright, are placed on this document in their official capacities as Financial Commissioners for HIDTA only, and this agreement constitutes an obligation only to the extent that there is money available from a grant for payment and for all other purposes shall be of no force and effect. These signatures do not to any extent bind or obligate Jackie Steele and/or J. L. Albright or Laurel County, Kentucky, to any extent, except to the extent grant funds are available, and then only from said funds.

8. LEGAL ACTION: Any and all suits or any legal action naming Appalachia HIDTA and/or Financial Commission for Appalachia HIDTA as a party; and, relating to this agreement shall be instituted and prosecuted in the appropriate Court of the Commonwealth of Kentucky or United States District Court, Eastern District of Kentucky and each party hereto waives the right to a change in venue and jurisdiction. This agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Kentucky regardless of place of its execution or performance.

9. DECONFLICTION: All officers from your agency that are assigned to an AHIDTA initiative shall use the AHIDTA's Investigative Support Center for event and case/subject deconfliction of all AHIDTA enforcement activities.

10. SUPPLEMENTAL AGREEMENTS ATTACHED: The Subrecipient acknowledges the following documents are attached to this agreement and that the policies set forth therein are acceptable to the Subrecipient and considered an integral portion of the Subaward Agreement.

    Documents are as follows:

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

11. REQUESTS FOR REIMBURSEMENT AND CLOSEOUT OF SUBAWARD:

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

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

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

12. PAYMENT METHOD:

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

13. LAW ENFORCEMENT OVERTIME REIMBURSEMENT:

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

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

Appalachia HIDTA allocates overtime funding each calendar year based on full-time task force officer positions. If your agency has been awarded overtime funding for such a position, and the position goes unfilled for six consecutive months, Appalachia HIDTA may terminate the position and the funding will no longer be available for reimbursement. Overtime budgets may not be reprogrammed or transferred after September 30th.

14. NATIONAL DEFENCE AUTHORIZATION ACT (NDAA)

This subaward is subject to NDAA rules.

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

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

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

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

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

A. General Terms and Conditions

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

   For more information on the Part 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award-related questions, recipients should contact Financial Commission for Appalachia HIDTA promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
   - 28 C.F.R. § 69 - "New Restrictions on Lobbying"
   - 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
   - Conflict of Interest and Mandatory Disclosure Requirements
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. The recipient gives the awarding agency, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

6. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.

7. Conflict of Interest and Mandatory Disclosures

   A. Conflict of Interest Requirements

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

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

      i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

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

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

B. Mandatory Disclosure Requirement

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

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

8. Federal Funding Accountability and Transparency FFATA/DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) (ii) provide a valid UEI number on the subaward agreement; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

10. As specified in 2 CFR 200.303 Internal Controls, recipient must:

a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.
c) Evaluate and monitor the non-federal entity’s compliance with statute, regulations, and the terms and conditions of the federal award.
d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP and/or the Financial Commission for Appalachia HIDTA designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

11. Recipients are prohibited from using Federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with §889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

12. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

13. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—

    a) the percentage of the total costs of the program or project which will be financed with federal money;

    b) the dollar amount of Federal funds for the project or program; and

    c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as a recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administration proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. *See* 2 C.F.R. Part 200, Appendix XII.

2. *Proceedings About Which You Must Report*
   Submit the information required about each proceeding that:

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   b. Reached its final disposition during the most recent 5 year period; and
   c. Is one of the following:

   (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
   (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
   (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
   (4) Any other criminal, civil, or administrative proceeding if:
   (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

   (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

   (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

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

4. *Reporting Frequency*

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

5. *Definitions*

   For purposes of this award term and condition:

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

      (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
      (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into this award document.

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

OFFICE OF NATIONAL CONTROL POLICY

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

Instructions for the certifications

General Requirements

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

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

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

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
(c) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)
As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions.

A. The applicant certifies that it and its principals:

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

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)
As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

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

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

(1) The dangers of drug abuse in the workplace;
(2) The applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(a) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:

(c) Notifying the agency, in writing, within 10 calendar days of receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, Florida 33172. Notice shall include identification number of each affected grant;

(d) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(e) Making a good faith effort to continue to maintain a drug-free free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

A. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Agency Name – Charleston Police Department

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

P.O. Box 2749
Charleston, WV 25330

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

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

DRUG-FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)
As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

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

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)
The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE DISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

RECIPIENT ACCEPTANCE OF SUBAWARD CONDITIONS

____

Printed Name and Title of Authorized Official

____

Signature of Authorized Recipent **Date**

Charleston Police Department

AHIDTA Reimbursement Form LC-07

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

2025 - Appalachia

Initiative - Metropolitan Drug Enforcement Network Team
Award Recipient - Financial Commission for Appalachian HIDTA (G25AP0001A)

Resource Recipient - Charleston Police Department

Overtime	Account Number	Quantity	Amount
Investigative - Law Enforcement Officer	01-02-25-284-64-6080.05	5	$95,000.00
Total Overtime		**5**	**$95,000.00**
Services		**Quantity**	**Amount**
Service contracts	01-02-25-284-64-5401.30		$5,000.00
Total Services			**$5,000.00**
Other			**Amount**
PE/PI/PS	01-02-25-284-64-5601.01		$20,000.00
Total Other			**$20,000.00**
Total Budget			**$120,000.00**

Resolution No. 24-049

Introduced in Council: December 16, 2024

Adopted by Council: ______________________

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 24-049 - Authorizing the City Manager to enter into a Parking Lease Agreement for a parking lot containing approximately 30 parking spaces located at 1309 Smith Street and consisting of approximately 12,443 square feet with Charmco Lofts Limited Partnership for 30 years under the terms set forth in the attached Exhibit A.

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

That the City Manager is hereby authorized to enter into a 30-year Parking Lease Agreement with Charmco Lofts Limited Partnership, for a parking lot containing approximately 30 parking spaces located at 1309 Smith Street and consisting of approximately 12,443 square feet, pursuant to negotiated terms of the Parking Lease Agreement, which is attached hereto as Exhibit A.

CITY OF CHARLESTON
PARKING LEASE AGREEMENT

This Parking Lease Agreement (hereinafter "Agreement") is made on this _______ day of December, 2024, by and between the **CITY OF CHARLESTON** (hereinafter "Lessor"), and the **CHARMCO LOFTS LIMITED PARTNERSHIP** (hereinafter "Lessee"). The above parties may be referred to collectively as the "Parties".

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: LEASE OF PROPERTY

1.1 Lease; Possession and Use.

Lessor hereby leases the Property as described in section 1.2 of this Agreement to Lessee upon the terms and conditions set forth herein and as contained in any subsequent amendment or schedule. Lessor warrants that during the term of this Agreement and so long as no event of default or event of termination has occurred thereunder, Lessor or anyone rightfully claiming an interest therein shall not interfere with Lessee's possession and use of said property leased herein. However, the Lessor and any third-party utility company authorized by the Lessor shall have the right of entry and the expressed permission to inspect the property contained herein. If warranted, the Lessor or third-party utility company with the permission of the Lessor shall be permitted to take action to preserve the value of the property referenced herein, repair any aspects as deemed necessary by the Lessor and/or manage any utilities currently located therein.

Lessee agrees and understands that it is to use the Property as a parking area, as set forth in section 2.3 of this Agreement, and that Lessor is not responsible for parking enforcement on the Property. Furthermore, Lessee agrees and accepts that it is responsible for all maintenance on the Property, including but not limited to maintaining the parking surface, repairing potholes, painting parking lines, maintaining the grass adjacent to the parking area, and any other necessary regular maintenance on the Property.

1.2 Property Description.

The property subject to this Agreement is as follows:

> A portion of the City-owned asphalt parking lot located at approximately 1309 Smith Street, Charleston, WV, which contains a right-of-way and easement for the benefit of Lessee; Area approximately equal to 30 parking spaces thereon and abutting the Charmco Lofts parking area located behind 606

Morris Street. More particularly described in Exhibit A attached hereto.

ARTICLE 2: TERM; USAGE

2.1 Term.

The term of this Agreement shall commence on the Lease Date set forth above and be sustained for a thirty (30) year duration. This Agreement shall terminate upon payment of the final Rental Payment thereunder and the end of lease payment obligation as described herein, unless sooner terminated pursuant to this Agreement.

2.2 Effect of Termination.

Upon termination of this Agreement as provided herein, all of Lessee's right, title and interest in and to the applicable property shall terminate. If Lessee has failed to restore the property to its pre-existing condition or otherwise comply with other obligations herein described, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the rental payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

2.3 Usage.

The Lessee is hereby permitted to use the property herein leased as a parking area for its residents and guests. The Lessee shall be permitted to secure, preserve and maintain this lot in accordance with this stated purpose, including but not limited to erecting necessary signage, installing fencing, enforcing who can and cannot park, and engaging private tow services to tow vehicles from the parking lot as needed. The Lessee is not permitted to place, build or otherwise maintain any structure, affixed or movable, upon the property without prior written consent by the Lessor.

ARTICLE 3: RENTAL PAYMENTS

3.1 Rental Payments.

Lessee hereby agrees to pay the Rental Payment amount contained herein on the first day of every month for the entire term of this Agreement. The Rental Payment amount due each and every month for the first five (5) years of the term shall be $1,000.00 and the monthly payment of future years shall be calculated as stated in section 3.2 of this Agreement. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor. If the first of the month is a weekend or holiday, the Lessee shall pay the Rental Payment on the next available business day. In the event that any Rental Payment is delinquent for a period of fifteen (15) days or more, the Lessor may consider the Lessee in default under this Agreement and take actions in accordance with the Default section contained herein.

3.2 Rental Payment Adjustments.

On the fifth anniversary of the effective date of this Agreement and every five (5) years thereafter, the rent payment for the following five year period shall be adjusted to reflect increases, and not decreases which occur in the Consumer Price Index US City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1984 = 100), as compiled and published by the Bureau of Labor Statistics, United States Department of Labor, and said Index for January 1, 2024 shall be taken as the base factor for the purpose of computing adjustments in rent. Adjustments in rent shall be calculated and effective at the commencement of each five-year period by dividing the Index for the month immediately preceding such period (numerator) by said base factor (denominator) and by multiplying the resulting figure by the monthly rent specified in section 3.1 of this Agreement.

3.3 Unconditional Payments.

The Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional. The Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any potential disputes. The Lessee shall not assert any right of set-off, counterclaim, recoupment, deduction, defense or other right against its obligation to make these payments. The Lessee’s obligation to make Rental Payments or other payments shall not be abated for any reason, including but not limited to accident, unforeseen circumstances, and/or damage or destruction to the property.

ARTICLE 4: PREPAYMENT; END OF LEASE PAYMENT

4.1 Prepayment.

Lessee shall have the option to prepay its obligations under this Agreement within any five year period prior to the calculation of the rental adjustments for successive periods as set forth in Article 3, in whole or in part. If Lessee elects to prepay its obligations under this Agreement the Lessee accepts the risks of loss and the Lessor shall not be obligated for a refund of any amount therein unless said loss is attributable to actions of the Lessor.

4.2 End of Lease Payment.

On the last month when said Rental Payments are due to the Lessor hereunder, the Lessee shall pay the full amount due to the Lessor. In addition to this Rental Payment, the Lessee shall provide valid proof that all applicable charges, expenses, taxes, and fees, whatsoever affiliated with the property as obligated hereunder have been satisfied. Further, the Lessor must inspect the property within ten (10) days of the final payment rendered herein to ensure proper accounting for any other known costs or damages to be asserted by the Lessor regarding the property leased.

4.3 Extension Option.

At any time during the last year of the lease term, the Lessee shall have the option to request an extension of the Lease for an additional term of ten (10) years upon the same terms stated herein.

4.4 Title.

During the Term, equitable title and possession to the property shall be in Lessee, subject to Lessor's legal title and interest under the applicable Agreement, until such time as the Agreement expires or is terminated.

ARTICLE 5: REPRESENTATIONS; WARRANTIES; TAX PROVISIONS

5.1 Representations and Warranties.

Lessee shall be deemed to make the following representations and warranties to Lessor with respect to this Agreement Lease:

Lessee is a limited partnership in good standing with the City of Charleston, the State of West Virginia, and the United States of America, in reference to outstanding debts, licensing and taxes. This Agreement has been duly executed and delivered by and constitute the valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms. The Lessee represents that it will not violate any state or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee. Lessee represents that there is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement. Except as otherwise disclosed in writing by Lessee to Lessor, Lessee has not at any time during the past ten (10) years defaulted under, or terminated as a result of insufficient funds being appropriated, any lease, rental agreement, lease-purchase agreement, payment agreement, contract for purchase, loan or bond. Lessee's exact legal name is as set forth on the first page of this Agreement.

5.2 Tax Provisions.

The Lessee hereby acknowledges and accepts all responsibility for any tax due or becoming due pursuant to this agreement, including but not limited to County property tax for the property herein leased upon receiving proper notice from the taxing jurisdiction. The Lessee also agrees to maintain good standing with the

Internal Revenue Service, State Tax Department, and the City of Charleston's Office of the City Collector. If the use or possession of the property is determined to be subject to taxation or later becomes subject to taxation in any form, Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the property or any part thereof, during the lease Term, whether assessed against Lessee or Lessor.

ARTICLE 6: INSURANCE; DAMAGES; LIENS

6.1 Liability and Property Insurance.

Lessee shall, at its own expense, procure and maintain continuously in effect during the full lease Term: (a) general liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the property sufficient to protect Lessor and its successors and assigns from liability in all events, with a coverage of not less than $1,000,000 per occurrence, and (b) insurance against all risks of physical loss or damage to the property as Lessor may require (including all risk casualty and property insurance) in an amount equal to the full replacement cost of said property. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any material change in the coverage (including cancellation or non-renewal) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its successors and assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its successors and assigns as sole lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee.

6.2 Hold Harmless.

Lessee expressly accepts the responsibility for any damages, including but not limited to damage to the Lessor's property, Lessee's property and/or third-party property or persons, that may potentially result pursuant to this Agreement. Therefore, Lessee hereby releases, acquits, and forever discharges the Lessor and its predecessors, successors, affiliated companies and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, assigns, partners, departments, and sponsors (collectively, "the Releasees") for any and all claims, insurance claims, demands, allegations, suits, actions, causes of action and liability in any way relating to or arising from this Agreement between the Lessee and Lessor. Lessee expressly waives any right to make a claim related to this Agreement in any forum against the Lessor and its legal representatives, agents, employees, assigns, partners, departments, and sponsors. Lessee further acknowledges that it will hold harmless and indemnify the Releasees for any claims made by third parties against the Releasees that in any way relate to Lessee's decision to enter into this Agreement with the Lessor for the leasing of the property.

6.3 Liens.

Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or other claim with respect to the property herein leased, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such pledge, lien, charge, encumbrance or claim otherwise made if the same shall arise at any time. Lessee shall be responsible for all gas, water, steam, electric, heat, power, telephone, utility and other charges incurred in the maintenance, use, occupancy and upkeep of the property, as applicable.

ARTICLE 7: ASSIGNMENT; SUBLEASING

7.1 Assignment and Subleasing.

Neither this Agreement nor any lease or purchase option created herein may be assigned, subleased, sold, transferred, or pledged by Lessee to any third-party without prior written consent by the Lessor.

ARTICLE 8: DEFAULT; TERMINATION; REMEDIES

8.1 Default.

The occurrence of any of the following events with respect to the Lease shall constitute an "Event of Default" under such Lease:

a. Lessee's failure to pay any Rental Payment or other amount as required to be paid to Lessor under the Agreement within thirty (30) days following the due date thereof;
b. Lessee's failure to maintain insurance as required by this Agreement;
c. Lessee's failure to perform or abide by any condition, agreement or covenant with respect to this Agreement for a period of thirty (30) days after written notice by Lessor to Lessee identifying said failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;
d. Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to the Agreement was untrue in any material respect on the date made; and/or
e. The filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

8.2 Remedies on Default.

Upon the occurrence of an Event of Default with respect to this Agreement, Lessor shall have the right, at its option and upon written notice to Lessee, to exercise one or more of the following remedies with respect to such Lease:

a. Lessor, with or without terminating the Lease, may declare all Rental Payments payable under the Lease to the end of the then-current year of Agreement to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;
b. Lessor may terminate the Agreement, enter and repossess the property subject to the Agreement by giving Lessee ten (10) day written notice of such intent; and/or
c. Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

8.3 Late Fee.

Lessor shall have the right to require a late payment charge for each Rental Payment or any other amount due hereunder which is not paid within 15 days of the date when due equal to $10.00 per day accumulating until such payment is rendered.

8.4 No Exclusivity.

Each of the rights and remedies under this Agreement are cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

8.5 Costs.

Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable thereunder, enforcement costs and expenses, including but not limited to attorney fees, incurred by reason of such Event of Default or the exercise of Lessor's rights or remedies hereunder, whether incurred pre-judgment or post-judgment or prior to, during or after any proceeding. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee. The Late Fee provision shall be applied to the payment of these costs.

8.6 Termination Without Cause.

Lessor shall have the right to terminate this Agreement at any time, without cause, so long as the Lessor provides ninety (90) days' notice to the Lessee of said termination. If this termination option is exercised by the Lessor, the Lessee shall be entitled to possession of the property for the ninety (90) days subsequent the notice without the obligation of Rental Payments for that period of time. Lessee shall return the property to its pre-existing condition, with any approved or agreed upon improvements contained thereof.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Notices.

All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address specified in each party's signature block on this Agreement, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

9.2 Severability.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

9.3 Entire Agreement and Amendments.

This Agreement contains the entire Agreement between the Parties and is not modified or changed by any oral promises or statements. The Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

9.4 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

9.5 Further Assurances and Corrective Instruments.

Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to confirm, establish, reestablish, continue or complete any interests reasonably at issue in this Agreement.

9.6 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Kanawha County, West Virginia or the United States District Court for the Southern District of West Virginia. The Parties agree to participate in good-faith negotiations to resolve any potential issues arising out of this Agreement and/or pertaining to the leased property herein described before initiating any judicial proceedings.

9.7 Mutual Drafting.

The Parties agree that this Agreement, in its final form, is the product of mutual efforts by the Parties following review and consideration by each, and this Agreement shall not be construed or interpreted against any Party based presumably upon that Party drafting this Agreement.

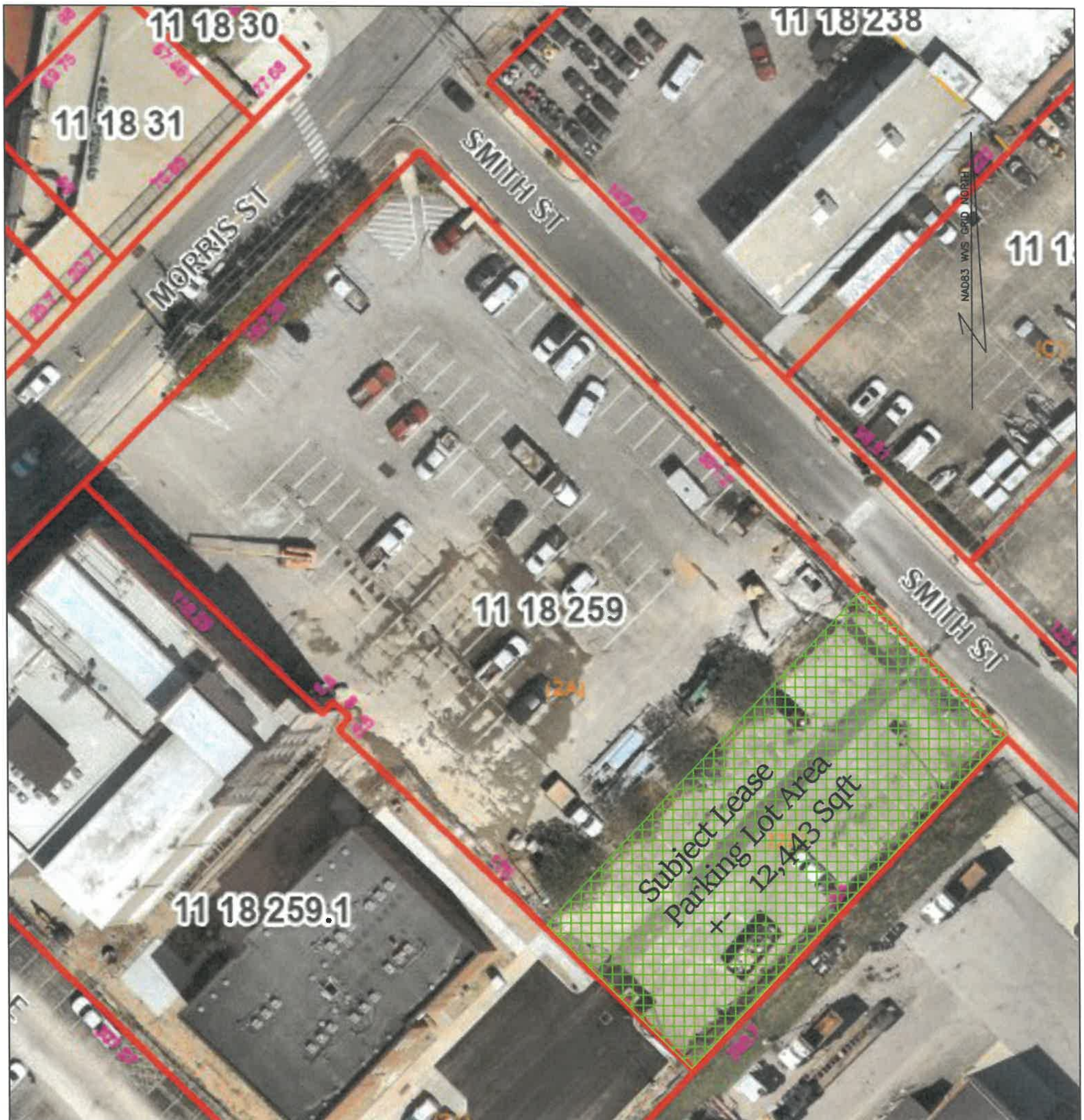
By the duly-authorized signatures below, the Lessor and Lessee hereby agree and accept the terms set forth in this Agreement and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement.

CITY OF CHARLESTON	**CHARMCO LOFTS LIMITED PARTNERSHIP**
501 Virginia Street East **Charleston, WV 25301**	**500 S. Front Street, 10th Floor** **Columbus, OH 43215**
______________________ Signature	______________________ Signature
______________________ Title	______________________ Title
______________________ Date	______________________ Date

<u>EXHIBIT A</u>

The subject lease area is located within the property conveyed to the City of Charleston in Deed Book 2596 at Page 44, Tract Number 2, Parcel A.

Said subject area containing +- 12,443 square feet is located on the Southeast most side of said property and is more particularly described and shown on a map created 12/9/2024 by the City of Charleston attached hereto and titled "Charmco Lofts Limited Partnership - City of Charleston Parking Lease Agreement Area Map".



Note:
Not intended as Property Boundary Survey. Purpose of Map to indicate Parking Lot Lease Area location.

CITY OF CHARLESTON

ENGINEERING DEPARTMENT

Title:

Charmco Lofts Limited Partnership
City of Charleston Parking Lease Agreement Area Map

Subject:

Parking Lot Lease Area

SURVEYED BY:	SCALE: 1"=50'
DRAWN BY: S. Birurakis	DATE: 12/9/2024
	Charmco SE Parking Lot DRAWING NAME:
Site Vicinity Location: 38°20'54" −81°37'24"	SHEET 1 of 1

Resolution No. 24-050

Introduced in Council: December 16, 2024

Adopted by Council: ________________

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 24-050 - Authorizing the Mayor or City Manager to submit an application to the FEMA Assistance to Firefighter Grant Program in the amount of $503,182.30 that includes the required 10% cash match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase eight Power Load lifts and a Cascade system.

Now Therefore, 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 FEMA Assistance to Firefighter Grant Program in the amount of $503,182.30 that includes the required 10% cash match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase eight Power Load lifts and a Cascade system.

Resolution No. 24-051

Introduced in Council: December 16, 2024

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 24-051 – Authorizing the Mayor or City Manager to purchase from Midstate Automotive one (1) Chevrolet 2500 Express Cargo Van in the amount of $36,904.00, and two (2) Chevrolet 3500 Express Passenger Vans in the amount of $44,344.00 each, for a total cost of $125,592.00, with all three of these vans for use by the Parks and Recreation Department and being purchased pursuant to a competitively bid State contract.

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

That the Mayor or City Manager is authorized to purchase from Midstate Automotive one (1) Chevrolet 2500 Express Cargo Van in the amount of $36,904.00, and two (2) Chevrolet 3500 Express Passenger Vans in the amount of $44,344.00 each, for a total cost of $125,592.00, with all three of these vans for use by the Parks and Recreation Department and being purchased pursuant to a competitively bid State contract.

900/318 and 344

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more.** A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Replace Park and Rec
15 passenger Vans 318 and 344

Date: 12-12-24

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: 2 New Chevrolet 15 passenger vans From Midstate off WV State Contract.

Purchase justification: These are Replacing Old unit 318 2011 GMC Savana Van and unit 344 2006 GMC Savana 15 passenger vans FY-2024-2025 Budget.

If approved, the total purchase price will be: $44,344.00 x 2 = $88,688.00

(Check One)

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

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

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

1. Mid State Automotive off WV state Contract — Price Quote: $44,344.00 x 2 = $88,688.00

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 Mid State because:

This is getting Purchased off WV state contract.

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: Equipment Maintenance

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

****

Funds Approval: __________________________ Date: ______________
Authorized Financial Officer

Account Number: ____

City Manager Approval: ______________________________ Date:____________________

Class 22 - Automobile
Full Size Van

Vendor Name:	MidState
Manufacturer/Brand:	Chevrolet
Model Name & Number:	3500 Express Van Model CG33706
Vendor Contact:	Gilbert
Phone No.:	(304) 765 3988
Email:	gilbert@midstatechevy.com

Vehicle Requirements:

Classification:	Full Size Van
Drive:	Rear Wheel
Passenger seating:	15 minimum (including driver)
Doors:	5, minimum: 1 Left Front, 1 Right Front, 1 Passenger Side Mid Body, 2 Rear Facing.
Wheelbase:	134 in., minimum
GVWR:	6250 lbs. min, 9930 lbs. max.
Engine:	6 cylinder minimum for gasoline engines, 4 cylinder minimum for diesel

Additional Requirements:
The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
See Attached	
Chart	

GAZ - White
GBA - Black
G7C - Red
GXD - Gray

Vendor Bid Response:

Vehicle fuel type	Unit Price
Gasoline	$ 44,344.00
Flex-fuel	$.
Diesel	$.
CNG/Bifuel	$.
Hybrid	$.

Options:

FOB Dealership: (Deduct) $

FOB Other than Metro Charleston - Per Mile $

*Note - The above delivery "options" above are not evaluated as part of the award.

900/309

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more.** A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Replace Park and Rec Cargo Van 309 FY-2024-2025 Budget

Date: 12-12-24

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: A New Chevrolet 2500 Express Cargo Van from Mid-state off WV state contract.

Purchase justification: This is Replacing the old 2008 GMC Savana cargo van. FY-2024-2025 Budget

If approved, the total purchase price will be: $36,904.00

(Check One)

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

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

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

1. Midstate Automotive off WV State Contract Price Quote: $36,904.00

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 Midstate because:

This is getting Purchased off the WV state contract.

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

<u>ITEM A</u> (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: [signature] Department: Equipment Maintenance

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

****

Funds Approval: ______________________ Date: ____________
Authorized Financial Officer

Account Number: ____

City Manager Approval: __________________________ Date: ________________

3

Model CG23405

Class 23 - Automobile
Cargo Van

Vendor Name: Midstate
Manufacturer/Brand: Chevrolet
Model Name & Number: 2500 Express Van Model CG23405

Vendor Contact: Gilbert
Phone No.: (304) 765 3988
Email: ggilbert@midstatechevy.com

Vehicle Requirements:

Classification:	Cargo Van
Drive:	2 wheel, rear wheel, or front wheel
Passenger seating:	2 minimum (including driver)
Doors:	3, minimum
Wheelbase:	118 in., minimum
GVWR:	6250 lbs. min, 9930 lbs. max.
Engine:	6 cylinder minimum for gasoline engines, 4 cylinder minimum for diesel
Additional Requirements:	Rear door windows

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

Manufacturer's Standard Available Colors

Standard Color Code	Color Description
See	Color Chart

GAZ - White
GBA - Black
G7C - Red
GXD - Gray

Vendor Bid Response:

Vehicle fuel type	Unit Price
Gasoline	$ 36,904.00
Flex-fuel	$.
Diesel	$.
CNG/Bifuel	$.
Hybrid	$.

Options:

FOB Dealership: (Deduct) $

FOB Other than Metro Charleston - Per Mile $

*Note - The above delivery "options" above are not evaluated as part of the award.

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: December 5, 2024
RE: Corrected November 2024 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1,036
Criminal Violations: 212
Traffic Violations: 824
Parking: 0
Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): $727.77
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
Sgt. Troy VanHorn, CPD
Nikki Smith, City Clerk's Office
Andrew Workman, Mayor's Office

Violations by Filed Date...

TRAFFIC		824	
CRIMINAL		212	
	Total Filed Violations		1,036

Completed Cases...

Paid Fine...			
TRAFFIC		329	
CRIMINAL		9	
	Total Paid Fines		338
Before Judge...			
TRAFFIC		5	
CRIMINAL		4	
	Total Before Judge		9
	Total Completed		347

Other Completed...

DISMISS- OFFICER NOT WITH CITY			
TRAFFIC		0	
CRIMINAL		1	
	Total		1
DISMISSED OFFICER FAIL TO PROS			
TRAFFIC		4	
CRIMINAL		1	
	Total		5
DISMISSED(PRESENTED INSURANCE)			
TRAFFIC		43	
CRIMINAL		0	
	Total		43
DISMISSED (PRESENTED DL)			
TRAFFIC		15	
CRIMINAL		0	
	Total		15
DISMISSED OFF FAIL TO PROV VIN			
TRAFFIC		2	
CRIMINAL		0	
	Total		2
DISMISSED (PROSECUTOR'S ORDER)			
TRAFFIC		28	
CRIMINAL		19	

	Total		47
Dismissed at Officers Request			
TRAFFIC		42	
CRIMINAL		0	
	Total		42
DISMISSED PRESENTED RECORDS			
TRAFFIC		274	
CRIMINAL		2	
	Total		276
DISMISSED AFTER PT DIVERSION			
TRAFFIC		3	
CRIMINAL		22	
	Total		25
Dismissed Pursuant to Plea			
TRAFFIC		29	
CRIMINAL		37	
	Total		66
DISMISSED VICTIM/WITNESS FTA			
TRAFFIC		0	
CRIMINAL		4	
	Total		4
DISMISSED WITHOUT PREJUDICE			
TRAFFIC		4	
CRIMINAL		23	
	Total		27
VOIDED DOCKET			
TRAFFIC		7	
CRIMINAL		2	
	Total		9
	Total Other Completed		562
	Grand Total Completed		909
	Net Difference Filed/Complete		127

Warrants...

Issued...			
TRAFFIC		23	
CRIMINAL		117	
	Total Violations		140
	Total Warrants Issued		140
Cleared...			
TRAFFIC		35	

MUNICIPAL COURT REPORT - FILED CASES

CRIMINAL 125

Total Violations	160
Total Warrants Cleared	160
Change in Total Warrants	20-

Other Paid Cases...

Paid Fine...

Total Other Paid Fines	51

FINE	FINE	$17,205.23
LAWFND	LAW ENFORCE. TRAIN STATE	$2,719.00
LAWLOC	LAW ENFORCE. TRAIN (LOCAL)	$1,090.00
CVC	CRIME VICTIM'S FUND	$1,856.00
ADMIN	ADMINISTRATIVE COST	$458.00
JAILF	REGIONAL JAIL CORR.	$9,321.00
CCF	COMMUNITY CORRECTIONS FUND	$130.00
PCADM	PC ADMIN FEE	$75.00
REST	RESTITUTION	$727.77
OP	OVER PAYMENT	$3.80
BF	BOND FORFEITURE	$1,495.00
Total Fees/Fines Paid		$35,080.80

City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ending

November 30, 2024

Respectfully Submitted,

Benjamin D. Adams – City Treasurer

	Fund / Description	Collections November 2024	Withdrawals November 2024	YTD Balance November 2024	YTD Balance November 2023	FY % Increase / Decrease
001	General Fund	6,213,137.08	9,050,033.99	20,845,100.75	26,603,002.30	-21.64
002	Coal Severance Tax	44.37	18,736.68	4,031.69	5,818.39	-30.71
003	Municipal Stabilization	66,537.64	0.00	17,492,489.63	16,601,850.13	5.36
007	Business Improvement Dist Fund	1,004.79	8,894.42	90,075.51	53,921.47	67.05
009	Community Development	292,380.22	293,880.22	250.00	1,250.00	-80.00
014	IT Infrastructure	3,913.94	21,252.22	1,014,003.50	1,371,526.37	-26.07
015	Charleston Land Reuse	922.94	5,279.57	67,065.54	85,613.14	-21.66
017	Project West Invest	2.40	0.00	633.03	600.80	5.36
018	Planning Grant	19,500.00	19,500.00	0.00	71,675.59	-100.00
019	Tourism & Promotions	1,698.31	0.00	446,479.57	644,525.17	-30.73
020	Business Development	2,682.94	0.00	705,334.02	692,850.61	1.80
021	Community Participation	64.62	0.00	16,989.96	16,124.91	5.36
024	LGBTQ Working Group	5.38	0.00	1,414.55	1,342.52	5.37
026	Uniform Pension Reserve Fund	4,409.80	573,750.00	1,159,333.82	1,989,921.49	-41.74
027	Opioid Settlement	14,392.34	0.00	3,783,690.45	0.00	100.00
035	Municipal Beautification	10,728.40	0.00	197,873.55	113,305.63	74.64
036	Special Demolition	12.01	0.00	3,157.84	59,004.73	-94.65
037	Sister Cities	113.85	0.00	29,928.87	28,888.45	3.60
038	Solid Waste	263,304.31	85,320.20	1,562,098.16	1,831,310.08	-14.70
039	Waste Disposal	83,795.00	83,795.00	0.00	0.00	0.00
040	Landfill Closure	19,340.80	0.00	4,736,242.73	4,388,502.72	7.92
041	Police Contributions	195.11	0.00	51,295.96	61,067.49	-16.00
042	Police Evidence	1,245.99	575.56	327,064.38	605,086.75	-45.95
043	Forfeited Funds	9,584.15	7,916.75	508,632.38	526,610.80	-3.41
044	Municipal Court	36,487.49	39,430.45	288,817.15	264,328.84	9.26
045	Homeland Security	0.00	0.00	38,131.28	489,162.60	-92.20
046	Home-ARP Inv Trust Fund	0.03	0.00	7.74	6.72	15.18
047	Health Insurance Reserves	63,724.60	0.00	16,752,954.18	9,117,376.70	83.75
048	Wayfinding Commission	74.20	0.00	19,508.98	18,515.67	5.36
049	Live On The Levee	3,574.77	0.00	43,586.23	11,191.73	289.45
073	American Rescue Plan	86,172.63	63,957.88	20,992,694.31	24,776,567.69	-15.27
080	Human Rights	0.00	0.00	176,793.29	176,793.29	0.00
081	Home Program	133,698.76	120,633.58	30,094.52	15,193.72	98.07
083	Other Federal Grant Fund	48,960.00	56,720.00	0.00	0.00	0.00
085	Firefighters Assistance Grant	0.00	0.00	77.08	77.08	0.00
088	SBA Riverfront Project Donation Account	0.00	0.00	9.18	9.18	0.00
088	SBA Riverfront Project Grant Account	0.00	0.00	10,167.71	10,167.71	0.00
091	Byrne Justice	22,572.00	22,572.00	0.00	0.00	0.00
094	Byrne Justice	35,536.44	35,536.44	0.00	0.00	0.00
095	Police Grants	57,213.89	21,109.15	389,094.42	333,672.74	16.61
097	C.A.R.E.	52,091.34	30,333.02	338,326.42	45,508.50	643.44
099	Public Arts Grant	0.00	0.00	218,201.42	227,743.42	-4.19
100	Sinking Fund	8,603.73	0.00	2,261,886.35	2,149,857.12	5.21
200	Infrastructure	655.36	0.00	172,292.08	163,519.74	5.36
214	Civic Center Capital Improvement	1,825.43	0.00	479,897.37	288,276.34	66.47
215	Municipal Auditorium Capital Improvement	1,130.67	0.00	297,249.90	283,375.69	4.90
220	General Maintenance	457,661.66	552,046.14	864,472.16	2,156,417.29	-59.91
221	City Service Fee Capital Project	2,525.92	1,828,528.05	597,459.37	1,002,633.87	-40.41
222	Facilities Maintenance	13,830.66	25,295.77	1,635,225.62	2,610,586.13	-37.36
223	Green Initiative Fund	1,015.07	0.00	266,857.95	265,861.72	0.37
224	Sidewalk Improvement Fund	1,065.45	0.00	280,101.41	265,839.89	5.36
252	Public Safety Center	835.97	2,500.00	218,013.33	989,117.01	-77.96
255	Ballpark Maintenance	612.52	0.00	161,031.56	127,858.09	25.95
402	Civic Center Revenue	1,207,948.34	1,246,886.17	69,964.28	538,991.89	-87.02
406	Parking System Revenue	225,019.70	133,487.19	6,438,369.13	5,924,154.43	8.68
426	Parking Operation and Maintenance	18,856.09	2,124.30	4,956,033.23	4,182,403.90	18.50
427	Civic Center TIF Project	1,674.67	0.00	440,265.90	417,848.67	5.36
900	M - DENT	3,332.08	26,755.82	242,260.25	605,526.30	-59.99
901	Pending Forfeiture	5,148.43	0.00	1,353,502.46	1,191,581.26	13.59
	Working Cash Advance Fund	0.00	0.00	45,375.00	44,925.00	1.00
	Total All Funds	9,500,864.29	14,376,850.57	113,121,907.15	114,448,889.47	-1.16