CHARLESTON CITY COUNCIL

Regular Meeting

June 16, 2025
at 7:00 PM

THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA
https://charlestonwv.civicclerk.com/web/home.aspx

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

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).
2. Claims 6-16-2025

PROCLAMATIONS

1. 6-16-2025

COMMUNICATIONS

1. 6-16-2025

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 25-051 - Authorizing the Mayor or City Manager to enter into an agreement with West Virginia Demolition Inc. for boarding up services for Development Services.
2. Resolution No. 25-052 - Authorizing the Mayor or City Manager to enter into an agreement with West Virginia Demolition Inc. for lawn care, trash removal, and tree trimming for

Development Services.

3. Resolution No. 25-053 - Authorizing the Mayor or City Manager to enter into a renewal agreement with The Health Plan to continue serving as the City's Third Party Administrator for self-insured retirees health benefits, self-insured vision coverage for active employees and retirees, and HSA/FSA administration for active employees and retirees.

4. Resolution No. 25-054 - Authorizing the Mayor or City Manager to engage Urban Design Ventures, LLC for additional consulting services anticipated under the existing contract.

5. Bill No. 8056 - Authorizing the design, acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of The City of Charleston; authorizing the issuance of not more than $30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds.

REPORTS OF OFFICERS

1. 6-16-2025

NEW BILLS

1. 6-16-2025

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

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

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

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EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION

WHEREAS: Women currently make up 16 percent of engineers in the United States, underscoring the importance of encouraging girls and young women to explore STEM fields from an early age; and

WHEREAS: Women engineers are breaking ground and driving innovation across every discipline – from mechanical and civil, to chemical, biomedical, and electrical engineering; and

WHEREAS: Global efforts continue to encourage and inspire more women and girls to pursue education and careers in engineering and related STEM fields; and

WHEREAS: International Women in Engineering Day brings worldwide attention to the critical role women play in shaping the future through engineering; and

WHEREAS: The 10th annual International Women in Engineering Day, celebrated this year, honors the creativity, leadership, and impact of women engineers around the world; and

WHEREAS: Organizations like ASHRAE and other professional engineering groups are strengthened by the expertise, vision, and contributions of women members; and

WHEREAS: The City of Charleston recognizes the achievements of women engineers and celebrates their influence, leadership and lasting impact on our communities and industries; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of Charleston, do hereby proclaim June 23, 2025 as

INTERNATIONAL WOMEN IN ENGINEERING DAY

in Charleston, West Virginia, and urge all citizens to join me in recognizing the achievements of women engineers and to support efforts to inspire the next generation of innovators.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 16th day of June 2025.

Amy Shuler Goodwin, Mayor

EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION

WHEREAS: President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863—declaring the end of slavery; and

WHEREAS: June 19, 1865, marks the day when General Gordon Granger and thousands of federal troops arrived in Galveston, Texas to enforce the Emancipation Proclamation and ensure that all enslaved people be freed; and

WHEREAS: In 2021, Juneteenth was established as a federal holiday through the Juneteenth National Independence Day Act; and

WHEREAS: Juneteenth is a time for reflection, education, and recognition of the enduring contributions of African Americans to our shared history and culture; and

WHEREAS: Juneteenth celebrations serve as a reminder of the ongoing pursuit of equity and equality and the importance of fostering a community where all people are valued, respected, and supported; and

WHEREAS: The City of Charleston supports opportunities to honor Juneteenth through community events, educational efforts, and meaningful dialogue; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize June 19, 2025, as

JUNETEENTH

In Charleston, West Virginia and encourage all citizens to observe the day in ways that promote understanding, inclusion, and shared history.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 16th day of June 2025.

Amy Shuler Goodwin, Mayor

Resolution No. 25-051

Introduced in Council: June 16, 2025

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 25-051 – Authorizing the Mayor or City Manager to enter into an agreement with West Virginia Demolition Inc. for boarding up services for Development Services in the amount of $154.00 per structure opening, for a total estimated annual amount of $30,750.00, all pursuant to a competitive bid process.

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

That the Mayor or City Manager is authorized to enter into an agreement with West Virginia Demolition Inc. for boarding up services for Development Services in the amount of $154.00 per structure opening, for a total estimated annual amount of $30,750.00, all pursuant to a competitive bid process.

2025-32 Boarding Up Services			
Vendor	**Opened at**	**Bid Total**	**Local Vendor Preference (-4%)**
West Virginia Demolition Inc.	5/30/2025 14:00	$30,750.00	$ 29,520.00

2025-32 Boarding Up Services		
	West Virginia Demolition Inc.	
Mandatory Requirement		
3.1 Board vUp PER Entry Point	$	21,750.00
3.8 Emergency Call Out Fee	$	9,000.00
Required Documents		
Vendor Protest Acknowledgement	Yes	
Contact and Signature Form	Yes	
Pricing Page	Yes	
Addendum Acknowledgement	Yes	
Local Vendor Form (if Applicable)	Yes	
City of Chalreston Purchasing Affidavit	Yes	
Certificate of Insurance	No*	
Grand Total	$	30,750.00
	* May submit prior to award.	

PRICING PAGE

We agree to provide the City of Charleston, WV the above Construction Services described in the attached specifications for the price listed below:

Mandatory Requirement	Quantity	UM	Unit Price	Total Price
3.1 Board Up PER Entry Point	150	EA	145.00	21,750.00
3.8 Emergency Call Out Fee	25	EA	360.00	9,000.00
GRAND TOTAL				$30,750.00

QUANTITIES LISTED ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED.

(Company) West Virginia Demolition Inc

(Signature)

(Printed Name) Jason Pickens

(Title) President

(Date) 5-30-25

(Phone Number) 304-543-2338

(Email Address) Jpickens2010@yahoo.com

Solicitation: 2025-32 Boarding Up Services

Contact and Signature

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Jason Pickens President

(Address) 3780 Rutledge Rd Charleston WV 25311

(Phone Number) 304-342-4004 office 304-543-2338 cell

(email address) Jpickens2010@yahoo.com

CERTIFICATION AND SIGNATURE: By signing below, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid constitutes an offer to the City that cannot be withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any entity that may require registration.

(Company) West Virginia Demolition Inc

(Signature)

(Printed Name) Jason Pickens

(Title) President

(Date) 5-30-25

(Phone Number) 304-543-2338

(Email Address) Jpickens2010@yahoo.com

Revised 2/25/2025

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 2025-17 Boarding Up Services

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)

[✓] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company Name:	West Virginia Demolition Inc
Authorized Signature:	[signature]
Printed Name:	Jason Pickens
Date:	5-30-25

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: West Virginia Demolition Inc

☑ Check this box if no subcontractors will perform more than $25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

Revised 11/1/2022

2025-32 Boarding Up Services

CITY OF CHARLESTON

DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, Jason Pickens, after being first duly sworn, depose and state as follows:

1. I am an employee of West Virginia Demolition Inc (Company Name); and,

2. I do hereby attest that West Virginia Demolition Inc (Company Name)

   maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code*** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Jason Pickens

Signature: [signature]

Title: President

Company Name: West Virginia demolition Inc

Date: 5-30-25

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 30th day of May, 2025.

By Commission expires 03/25/2026

(Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Jeremy Ryan Young
The UPS Store
3501 MacCorkle Ave SE
Charleston WV 25304
My Commission Expires March 25, 2026

[signature]
(Notary Public)

Rev. July 7, 2017

CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: West Virginia Demolition Inc

Authorized Signature: [signature] Date: 5-30-25

Jason Pickens
(Printed Name and Title)

State of West Virginia

County of Kanawha, to wit:

Taken, subscripted, and sworn before me this 30th day of May, 20 25.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Jeremy Ryan Young
The UPS Store
3501 MacCorkle Ave SE
Charleston WV 25304
My Commission Expires March 25, 2026

[SEAL] [signature]
Notary Public

My Commission expires March 25th, 20 26.

****

Name of Procurement: 2025-32 Boarding Up Services Bid Opening Date: [illegible]

VENDOR PROTEST ACKNOWLEDGMENT

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

The written protest must be submitted to: **Benjamin Mishoe, City Manager, City of Charleston, 501 Virginia Street, Charleston, WV 25301.**

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

Protests shall include the following information:

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

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

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

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

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

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

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

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

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

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

Vendor Signature: ______________________

Date: 5-30-25

Solicitation: 2025-32 Boarding Up Services

Solicitation 2025-32 Boarding Up Services

CITY OF CHARLESTON PURCHASING AFFIDAVIT

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

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

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

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

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

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

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

Vendor's Name: West Virginia Demolition Inc

Authorized Signature: [signature] Date: 5-30-25

CITY OF CHARLESTON

RECOMMENDATION TO AWARD

DATE: June 3, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025-32 Boarding Up Services

West Virginia Demolition, Inc. - $30,750.00

Award Recommendation: Check the appropriate box below.

[x] **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to West Virginia Demolition, Inc. in the amount of **$30,750.00.**

[ ] **Multiple Award**: By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: ______________________.

[ ] **Other Than Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to ______________________ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Bidding Vendors not awarded:

No Other Bids Received

Respectfully,

Billy W. Smith
Signature

6/3/25
Date

Billy W. Smith Building Commissioner
Printed Name and Title

Resolution No. 25-052

Introduced in Council: Adopted by Council:

June 16, 2025

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 25-052 – Authorizing the Mayor or City Manager to enter into an agreement with West Virginia Demolition Inc. for lawn care, trash removal, and tree trimming for Development Services in various per-service amounts set forth in the attached Exhibits all pursuant to a competitive bid process.

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

That the Mayor or City Manager is authorized to enter into an agreement with West Virginia Demolition Inc. for lawn care, trash removal, and tree trimming for Development Services in various per-service amounts set forth in the attached Exhibits all pursuant to a competitive bid process.

2025-16 Lawn Care, Trash Removal and Tree Trimming Services			
Vendor	**Opened at**	**Bid Total**	**Local Vendor Preference (-4%)**
West Virginia Demolition Inc.	5/30/2025 14:00	$78,000.00	$ 74,880.00

2025-16 Lawn Care, Trash Removal and Tree Trimming Services	
	West Virginia Demolition Inc.
Mandatory Requirement	
3.1 Lawn Care Services	$ 13,750.00
3.2 Tree Trimming and Vegetation Removal	$ 34,375.00
3.3 Trash Removal	$ 11,875.00
3.4 Emergency Callout Fee	$ 18,000.00
Required Documents	
Vendor Protest Acknowledgement	Yes
Contact and Signature Form	Yes
Pricing Page	Yes
Addendum Acknowledgement	Yes
Local Vendor Form (if Applicable)	Yes
City of Chalreston Purchasing Affidavit	Yes
Certificate of Insurance	No*
Grand Total	$ 78,000.00
	* May submit prior to award.

CITY OF CHARLESTON

RECOMMENDATION TO AWARD

DATE: June 3, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025-16 Lawn Care, Trash Removal and Tree Trimming

West Virginia Demolition, Inc. - $78,000.00

Award Recommendation: Check the appropriate box below.

[x] **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to West Virginia Demolition, Inc. in the amount of **$78,000.00.**

[ ] **Multiple Award**: By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: ______________________.

[ ] **Other Than Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to ______________________ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Bidding Vendors not awarded:

No Other Bids Received

Respectfully,

Billy W. Smith 6/3/25

Signature Date

Billy W. Smith Building Commissioner

Printed Name and Title

PRICING PAGE

We agree to provide the City of Charleston, WV the above Contract Services described in the attached specifications for the price listed below:

Mandatory Requirement	Quantity	UM	Unit Price	Total Price
3.1 Lawn Care Services	125	EA	110.00	13,750.00
3.2 Tree Trimming and Vegetation Removal	125	EA	275.00	34,375.00
3.3 Trash Removal	125	EA	95.00	11,875.00
3.4 Emergency Callout Fee	50	EA	360.00	18,000.00
GRAND TOTAL				$ 78000.00

DO NOT REVISE THE QUANTITIES LISTED. QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED.

(Company) West Virginia Demolition Inc

(Signature) [signature]

(Printed Name) Jason Pickens

(Title) President

(Date) 5-30-25

(Phone Number) 304-342-4004 office 304-543-2338 cell

(Email Address) Jpickens2010@yahoo.com

2025-16 Lawn Care, Trash Removal and Tree Trimming Services

Contact and Signature

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Jason Pickens

(Address) 3780 Rutledge Rd Charleston WV 25311

(Phone Number) 304-543-2338

(Email address) Jpickens2010@yahoo.com

CERTIFICATION AND SIGNATURE: By signing below, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid constitutes an offer to the City that cannot be withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any entity that may require registration.

(Company) West Virginia Demolition Inc

(Signature) J Pick

(Printed Name) Jason Pickens

(Title) President

(Date) 5-30-25

(Phone Number) 304-543-2338

(Email Address) Jpickens2010@yhoo.com

Revised 2/25/2025

VENDOR PROTEST ACKNOWLEDGMENT

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

The written protest must be submitted to: **Benjamin Mishoe, City Manager, City of Charleston, 501 Virginia Street, Charleston, WV 25301.**

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

Protests shall include the following information:

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

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

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

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

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

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

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

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

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

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

Vendor Signature: ____________________

Date: 5-30-25

Solicitation: 2025- 16 Lawn Care and Trash Removal Services

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 2025-16 Lawn Care and Trash Removal Services

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)

[✓] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company Name:	West Virginia Demolition Inc
Authorized Signature:	[signature]
Printed Name:	Jason Pickens
Date:	5-30-25

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing

CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: West Virginia Demolition Inc

Authorized Signature: [signature] Date: 5-30-25

Jason Pickens President
(Printed Name and Title)

State of West Virginia

County of Kanawha, to wit:

Taken, subscribed, and sworn before me this 30th day of May, 20 25.

[SEAL]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Jeremy Ryan Young
The UPS Store
3501 MacCorkle Ave SE
Charleston WV 25304
My Commission Expires March 25, 2026

[signature]
Notary Public

My Commission expires March 25th, 20 26.

****

Name of Procurement: 2025-16 Lawn Care, Trash Removal **and Tree Trimming Services** Bid Opening Date:

Solicitation 2025-16 Lawn Care, Trash Removal and Tree Trimming Services

CITY OF CHARLESTON PURCHASING AFFIDAVIT

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

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

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

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

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

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

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

Vendor's Name: West Virginia Demolition Inc

Authorized Signature: ______________ Date: 5-30-25

Resolution No. 25-053

Introduced in Council: June 16, 2025

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 25-053 – Authorizing the Mayor or City Manager to enter into a renewal agreement with The Health Plan to continue serving as the City's Third Party Administrator (TPA) for self-insured retirees health benefits, self-insured vision coverage for active employees and retirees, and HSA/FSA administration for active employees and retirees, at the per employee per month prices set forth in the attached exhibits and a total annual expenditure estimated to be $107,343.00.

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

That the Mayor or City Manager is authorized to enter into a renewal agreement with The Health Plan to continue serving as the City's Third Party Administrator (TPA) for self-insured retirees health benefits, self-insured vision coverage for active employees and retirees, and HSA/FSA administration for active employees and retirees, at the per employee per month prices set forth in the attached exhibits

The right choice for self-funded insurance plans

City of Charleston Retirees

Renewal Pricing Proposal

April 16, 2025

Prepared for:
J. Arthur Dail, Inc.

Effective Date: 07.01.2025

TheHealthPlan

1110 Main Street
Wheeling, WV 26003

1.800.624.6961

Table of contents

The Health Plan
Company overview

The Health Plan, established in 1979, is one of the largest locally managed care organizations in Ohio and West Virginia, serving over 350,000 covered lives. As a federally qualified and state certified 501(c)(4) not-for-profit HMO, our goal is to provide high quality, comprehensive, and cost-effective health care.

Our self-funded division, available in all 50 states, is the fastest growing product within the organization offerings. The Health Plan, West Virginia's first and largest HMO, is an established and financially secure organization with significant revenues.

The Health Plan, its affiliated subsidiaries, and its over 500 employees offer a complete line of health care products and programs designed to provide clients with innovative health care programs at a reasonable cost. The Health Plan allows you to go from solely purchasing an insurance policy to becoming a manager of your health plan.

The Health Plan Offers:

Self-Funded Plans (HMO, EPO, POS, PPO, THP Re)

In-house Pharmacy Benefit Management Capabilities – THP Rx

Reference Based Pricing

Clinical Department In House

Vision and Dental Programs

Consumer Driven Services including HRA, HSA and FSA

COBRA/HIPAA Certification

Partnership goals & solutions

Customer Service

We take great pride in our customer service abilities. Our customer service standards exceed the average five percent industry standard. Over 95 percent of the time, we will resolve any problem on the first call.

All calls regarding benefits, claim issues, and eligibility by specific product line are answered quickly by a dedicated professional in one of our office locations in the United States.

The Health Plan welcomes all new participants with an outreach call. It is our intention to make sure all employees and their families are comfortable with understanding your particular benefit design and appropriate contact point.

*Over **95 percent** of the time, we will resolve any problem on the first call.*

Our integrated systems allow customer service staff to view information such as benefits, claims history, correspondence, and eligibility information to resolve issues quickly. We also document all forms of participant contact in our systems as they are received and closed once the issue is resolve.

Claims Administration

The Health Plan has certified coders, registered nurses, and clinical technicians to review and process claims. We accurately and efficiently process claims, in excess of 3.7 million a year, consistently with established benefit structures. We accept both electronic and paper claims.

Within 24 hours, 100 percent of our claims are paperless. We consistently process 90 percent of claims received within 10 business days. Ninety percent of claims are reviewed upfront.

Network Services

The Health Plan network services team is NCQA accredited. We have a dedicated national account manager, and full-time provider relations education and service representatives. With access to over 650,000 national and regional providers, our capabilities include a national transplant network, high dollar claims negotiations, and custom network development.

In addition to our proprietary network developed by in-house staff, The Health Plan also has access to national networks such as Cigna, First Health, PHCS and many others. Regionally, we have a strong network and direct contracting capabilities with network staff. We also offer a discount management program for out-of-network facilities and can negotiate large claims. Given our networking capabilities with hospitals, we have the ability to help clients develop their own unique high-performance networks utilizing different strategies.

Reference Based Pricing (RBP) Model

Reference Based Pricing (RBP) is a solution to help control inflated medical pricing and overpayments among self-funded plans. This payment methodology sets a fixed limit on the amount of money a company pays for certain services. Pricing for services are based on a percentage of what Medicare pays for the same services. RBP helps us to ensure fair and reasonable payment for all services rendered, while saving employers money.

COBRA/Eligibility

Outsourcing your COBRA administration will eliminate your non-compliance worries. The Health Plan will keep you in compliance and save your company money.

One of our core values is offering the highest level of integrity and respect for our clients while also growing through innovation and hard work. We endeavor to embody these qualities through COBRA administration. Our goal is to make your job easier by saving you money, time and hassle. Our experienced account executives will coordinate with our COBRA administration, including company set-up, day-to-day service and compliance monitoring. We will also answer any COBRA-related questions you or your employees may have.

Partnership goals & solutions

Clinical Services

The Health Plan clinical services delivers a clinically-driven, technology-enhanced, customer-focused platform that manages and improves the health and well-being of our members. Within our health navigation product suite, we have multiple teams that are knowledgeable in specific fields and can assist members in a variety of ways. We help members navigate to the right care, at the right place, right cost and at the right time.

Utilization Management

Our full-time registered nurses are certified in managed care and care management. We provide oversight of the many health care services we provide to members. The Health Plan promotes access to care in a timely, effective and efficient manner. We also ensure services are medically appropriate.

During our hospital review, our registered nurses receive clinical information from hospitals regarding members' care and progress. We regularly monitor the quality of care our members receive.

Care/Case Management

Full-time registered nurses, with certifications in case management, assist members with ongoing health care needs through regular telephonic contact. They develop comprehensive assessments and complete care plans for members. They also arrange for follow-up services with physicians and coordinate services through the sharing of care plans with members and their physicians.

Certified registered nurses in catastrophic case management support members who have experienced a life-altering injury or illness such as; traumatic brain, spinal cord injury, bone marrow or other solid organ transplant. They coordinate care with members/caregivers, physicians and providers of services.

Our full-time licensed, masters-level social workers have extensive experience working with hospital long-term, term care/rehab and community services in helping members with financial assistance for medications, accessing community resources, and providing support and counseling.

Behavioral Health Services

We have an onsite team of behavioral health professionals and certified nurse's working in an all-inclusive unit with customer service, pre-authorizations, utilization review, care/case/disease management and claims payments. Our team also has strong initiatives in place for anti-depressant therapy, autism, ADHD, Suboxone and discharge follow-up planning.

Disease Management

The Health Plan employs full-time registered nurses who are certified in diabetes education, obstetrics, and advance cardiac life support. We have specialized programs for diabetes, chronic obstructive pulmonary disease (COPD), congestive heart failure (CHF) and prenatal care (high-risk pregnancy).

Pharmacy Services

Our highly trained team of pharmacists and pharmacy technicians are dedicated to providing a comprehensive pharmacy benefit design with compassion and respect. This includes clinical and cost-effective services to meet the needs of our clients, members and providers.

The Health Plan takes an aggressive approach with specialty Rx to contain cost and maximize the experience to the member. We can administer value-based benefits for individuals with chronic Rx needs. All coverage reviews are performed in-house by The Health Plan, with robust reporting and copay design analysis. Rebates are paid to our clients on a quarterly basis with an annual true up. The Health Plan also offers mail order pharmacy available by phone, web, or smart phone, as well as, customized formularies.

Partnership goals & solutions

Business Intelligence Unit

Our Business Intelligence (BI) Unit has a team of in-house programmers who work closely with client staff and internal staff to ensure that reports are accurate, easy to understand, and tailored to meet the needs of each client. Our BI Unit will provide analytical support to our clients to help them achieve maximum cost-effectiveness while providing quality care to their unique population. Clients have access to data such as claims reporting, dashboards, clinical services reporting, actuarial reports and more. In addition, to standard reports, the BI Unit can run ad hoc reports based on a client's needs.

Care Analytics

The Health Plan incorporates health care analytics into the business intelligence of the managed care process, thus improving the quality and delivery of care while driving efficiency, productivity and financial performance. Health care data analysts and registered nurses who effectively research population management and provide synopsis for provider efficiency and effectiveness.

We use a combination of software programs such as Altegra Health Healthcare Analytics, Cave Consulting Group CCGroup Marketbasket System™ and STARSSentinel to correctly identify actionable risk factors and conditions, including gaps in care and predictive scoring. Once identified, we assist in developing interventions for those members most in need and direct them to the appropriate care management team member.

Telehealth – HealthiestYou

The Health Plan's telehealth program, powered by HealthiestYou, gives members exclusive access to a physician to discuss signs and symptoms of illnesses at any time of the day or night simply by picking up a phone. We are simplifying an employee's health care experience for most minor illnesses and bringing the MD to them with the largest telehealth network in the country that uses board-certified, licensed physicians.

Information Technology (IT)

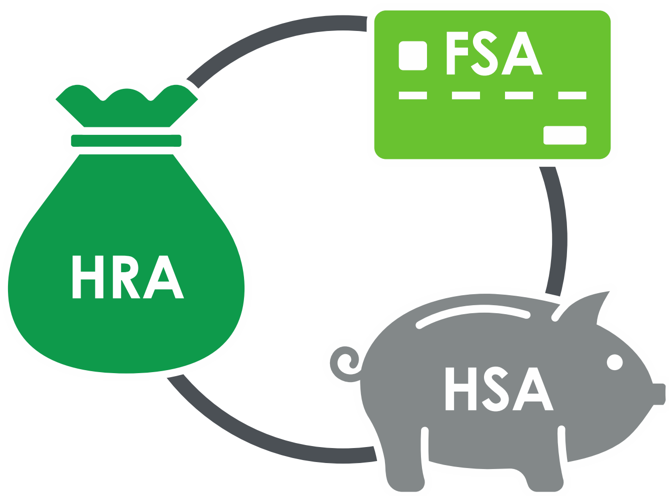
We have a CITRIX web-based platform that is seamless, efficient and responsive. All of our custom core systems are developed and maintained in-house to allow for greater flexibility and quick enhancements and modifications without vendor timelines or release cycles.

Our team of onsite programmers, web developers and network analysts design customized client homepages, provider search interfaces and secure member and employer portals to access claims history, copay information, EOBs and downloadable ID cards.

Partnership goals & solutions

Consumer Driven Services

The Health Plan's consumer driven services will provide you with plan options for your employees to incorporate incentives using centers of excellence, medical tourism, worksite clinics and transparency tools. We know you want control of the financial side of your benefits. We can assist you in meeting those expectations. The Health Plan offers the full suite of account-based plans to use in your benefits strategy.



Health Reimbursement Arrangement (HRA)

The Health Plan focuses on getting more value for your health care dollars. The HRA is funded by you, the employer. You contribute benefit dollars into an HRA for your employees. Employees are not taxed on these dollars, and account balances can be rolled over into the following year. The HRA reimburses your employees for qualified medical expenses. We use Evolution1 as our Benny card technology vendor. This convenient card is simple to use and track. There is no need to pay cash up front, file a claim or wait for reimbursement. It is an easy way to provide your employees with a simple payment solution.

PACE Program

The Health Plan is partnered with The PHIA Group to provide you the opportunity for the PHIA Group to act as your Plan Appointed Claim Evaluator (PACE) and fiduciary in handling final internal appeals.

Health Savings Account (HSA)

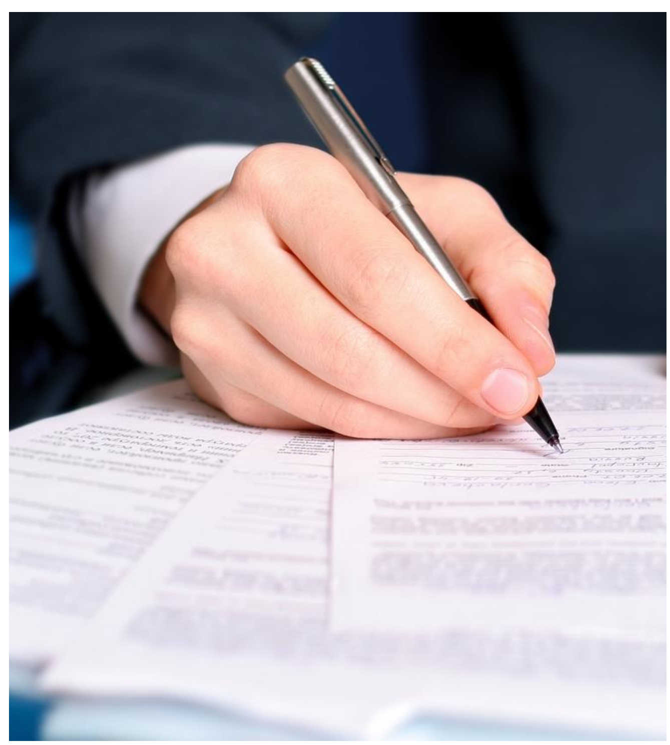
Another plan offered by The Health Plan is a tax advantage medical savings account. Funds are contributed by either you, the employer, or your employees on a pre-tax basis. Funds are owned by the employee and can be rolled over at the end of the plan year. To qualify, you must be enrolled in a qualified high-deductible health plan (QHDHP).

Flexible Spending Account (FSA)

The Health Plan FSA allows your employees to contribute pre-tax funds on qualified medical expenses for out-of-pocket medical, dental, vision and dependent care expenses for a benefit year. We offer both a healthcare FSA and a dependent care FSA.

Premium Only Plan (POP)

Premium Only Plan (POP) administration is available at The Health Plan. We make this process as painless as possible by walking you through creating your adoption agreement. The summary plan description and plan document are then created based on the information in the adoption agreement for your pre-tax benefits (cafeteria plan). Additional annual fees are charged in subsequent years only if you have changes to any of these three documents.



Partnership goals & solutions

Stop Loss

The Health Plan can assist you with securing stop loss coverage. In addition to our own stop loss product, THP Re, we have many preferred carrier partners that we can use to obtain stop loss quotes. We can provide a variety of options when it comes to placing stop loss coverage. Unlimited lifetime maximums are available for specific coverage. Other unique products can be obtained as well, such as: aggregate-only programs, terminal liability option (TLO), aggregate accommodation, level funded product, advanced funding provisions, and coverage for other lines of benefits, such as dental plans. We have a dedicated team in place to manage your stop loss coverage and help control your healthcare costs.

Vision Administration

The Health Plan is partnered with Superior Vision offering an industry leading solution for their vision needs. THP Vision and Superior allows members to use robust benefits within one of the largest networks in the industry made up of over 100,000 points of access. Our network also includes access to all of the top 50 largest retailers in the US as true in-network locations, including Walmart Vision Centers, Sam's Club Optical, LensCrafters, Pearle Vision, Sears Optical, JC Penney Optical, and others. Through our relationship with Superior Vision, The Health Plan members have access to a nationwide network of easy to find in-network eye care professionals.

More than 100,000 in-network eye care professionals nationwide. Members can get eye exams at one place and buy eyewear at another for greater selection. There are no restrictions on eyeglass frames or contact lenses. Members are free to choose from any brand, lens type, and price point.

The Health Plan makes providing vision care benefits easy and affordable. Our vision care plans are built for greater choices, better health, and ultimate business value.

Transplant Policy

The Health Plan offers a transplant program that transfers the risk for transplant coverage to a fully-insured contract and protects your stop loss and claim fund. This plan provides a predictable expense for very unpredictable conditions with high cost and high variability. Typically quoted upon request.

Summary Plan Document and Regulatory Updates

The Health Plan prepares Summary Plan Documents to keep each client up-to-date on their benefits, including plan rules, financial information, and other important plan materials. Any plan or regulatory updates are communicated to clients promptly and regularly.

No Surprises Act (NSA) & Transparency in Coverage (TIC)

The NSA addresses surprise medical billing for certain services and requires health insurers and group health plans to provide certain information and tools for consumers to help navigate their health care.
The NSA requires health plans and providers to implement payment methodologies that protect members from paying more than the in-network services would cost when members receive care for Emergency Services, Out-of-network care during a visit to an in-network facility and Out-of-network air ambulance services if the patient's health plan covers in-network air ambulance. Health plans are required to publicly display certain health care price information via Machine Readable Files (MRFs). These MRFs will include negotiated rates with in-network providers and allowed amounts for out-of-network providers.

The rule requires certain health care price information to be made available to help consumers and other stakeholders make health care decisions. Health plans must make estimated personalized out-of-pocket cost information and the underlying negotiated rates for 500 covered healthcare items and services available to participants, beneficiaries, and enrollees through a cost comparison tool. THP is partnering with BlueBook to provide an internet-based self-service price comparison tool for its employer-sponsored groups. The self-service price comparison tool will be available through the THP MyPlan portal.

City of Charleston Retirees Pricing

Single	
Employee Spouse	
Employee Child	
Family	
Total	195

Administration (Check current services sold below)	195 Renewal Pre & Post 65 Ret	1292 Renewal Vision
☐ Medical	$18.00	
☐ COBRA	$2.00	
☐ Retiree Billing	Included	
☐ Utilization Management	$3.00	
☐ Care/Case Management/Behavioral Health	$4.00	
☐ Vision Administration		$2.00
☐ No Surprises Act IDR Administration	$3.00	
☐ No Surprises Act Transparency	$1.00	
☐ Broker Fee		
Total PEPM	$31.00	$2.00
Annual Administration	**$72,540**	**$31,008**
Network Access		
Network Access Fee (THP)	$0.00	
Network Access Fee (First Health)	$5.75	
Annual Network Access Fee	**$3,795**	**$0**
Plan Exposures		
Total Costs	**$76,335**	**$31,008**
Plan Exposures		
FSA Adminisration PPPM (Active & Retirees)	$5.50	$5.50
HSA Adminisration & HSA Banking Fee (Active & Retirees)	$6.00	$6.00

Additional Products & Services (Check services sold below)	
☐ Dental Administration	$2.00
☐ Dental Network (Cigna)	$1.55
☐ HRA Administration	$5.50
☐ healthiestyou (Telemedicine)	$5.00
☐ Teladoc (Standard Medical Office Visit Only)	$1.00 + $49.00 office visit fee
☐ Teladoc (Standard Medical Office Visit + Mental Health Visits)	$1.25 + $90.00 therapist office visit fee; $220.00 Psychiatrist first visit - $100.00 ongoing visit fee
☐ PACE Program Standard (post service only)	$2.00
☐ PACE Program PreService (pre and post service)	$2.50
☐ Fully Insured Transplant Policy	Upon Request
☐ Cyclone Online Enrollment	Upon Request
☐ Cleveland Clinic Centers of Excellence Program	Upon Request
☐ 5500 Filing Service	$500 (one time, per year)
Out-of-Network Negotiation	23% of Savings
Subrogation Services	28% of Savings
Run-in (one time charge)	$1,000.00

Provisions

- There are no broker fees loaded to the above quote. Please load the appropriate fees if applicable.
- If multiple enrollment meetings are required, additional fees may apply.

Partnership letter of intent

By signing below, City of Charleston Retirees agrees to purchase the administrative services as indicated in the Pricing Proposal from The Health Plan, with the execution of this acknowledgement. This agreement will be superseded by a formal Administrative Service Agreement (ASA).

Accepted and agreed to this _________ day of ___________________________________:]

City of Charleston Retirees

Name:

____

Signature:

____

Title:

____

Date:

____

The Health Plan

Name:

____

Signature:

____

Title:

____

Date:

____

CITY OF CHARLESTON

MAYOR'S OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT

MEMORANDUM

To: Amy Shuler Goodwin, Mayor

From: Andy Backus, Director of MOECD A. J. Backus

Date: 06.23.2022

Re: Urban Design Ventures Consulting Contract

The enclosed consulting contract between the City of Charleston and Urban Design Ventures will allow for the preparation of the HOME-ARP Allocation Plan, as well as a review of our City Owner-Occupied Rehabilitation and HOME Programs. This contract has been approved by the City Attorney and is ready for your review and signature.

MOECD | 105 McFarland Street, Charleston, West Virginia 25301
charlestonwv.gov | 304.348.8035

Contract # 22-306-481

CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF CHARLESTON, WV
AND
URBAN DESIGN VENTURES, LLC

THIS AGREEMENT, entered into this first day of June 2022, by and between the **City of Charleston** (hereinafter referred to as the "City") and **Urban Design Ventures, LLC** (hereinafter referred to as the "Consultant").

WITHNESSETH THAT:

WHEREAS, the City receives an annual Entitlement Grant from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program (CDBG); and

WHEREAS, HUD requires all Entitlement Grantees to consolidate the CDBG, HOME, and other Federal Programs into an Annual Action Plan; and

WHEREAS, the City is undertaking various projects and activities such as housing, community development, economic development, planning and urban design, as well as the preparation of its annual action plans, environmental review records, and consolidated annual performance and evaluation reports; and

WHEREAS, HUD is now requiring the City to prepare its annual action plans, and its consolidated annual performance evaluation reports in the eCon Planning Suite in IDIS; and

WHEREAS, it is in the best interest of the City to retain a planning consultant on a multi-year basis to assist the City in the administration of its annual CDBG Program and to prepare program applications for the FY 2022, through FY 2029 CDBG Program years; and

WHEREAS, the City advertised for and mailed copies of its Request for Proposals for Planning Consulting Services to area wide planning consulting firms; and

WHEREAS, the Consultant submitted a proposal to provide planning consulting services to the City that met the City's requirements and was the most qualified in accordance with the City's review criteria; and

WHEREAS, the City desires to retain the services of the Consultant to provide technical advice and assistance in the administration of its CDBG and HOME Programs for the next three fiscal years.

NOW, THEREFORE, the parties to this agreement do mutually agree as follows:

I. SCOPE OF SERVICES –

The Consultant shall provide the following services as requested by the City in the development of its FY 2022, FY 2023, FY 2024, FY 2025, FY 2026, FY 2027, FY 2028, and FY 2029 CDBG Program Years and the on-going administration of its CDBG Program:

A. HOME PROGRAM –

1. HOME ARP Allocation Plan

- Urban Design Ventures, LLC, will assist the City of Charleston in developing the City's HOME ARP Allocation Plan.
- Schedule online consultations with the Continuum of Care and Public Housing Agency within the City.
- Prepare online surveys for the agencies within the City and summarize all feedback for the City to make final allocation decisions.
- Summarize consultation process for inclusion within the Allocation Plan.
- Prepare documentation (including advertisements, agendas, sign-in sheets, summary of minutes, and copies of the Allocation Plan) for all public hearings required for the HOME ARP Allocation Plan.
- Assist the City in scheduling online or in person public hearing. UDV will attend the public hearing should the City request a staff members' presence.
- Create the Needs Assessment and Gap Analysis for the HOME ARP Allocation Plan. UDV will collect available information from the American Census Surveys, consultations with stakeholder organizations, Point in Time Counts, Sage Reports, etc.
- Recommend HOME ARP eligible activities and review proposed activities for the potential eligibility and effectiveness.
- Prepare narratives describing the rental and homeowner production goals the City hopes to achieve, using the available data the Consultant has gathered.
- Review the eligibility of the Allocation Plan in consideration with the four Qualifying Populations HUD has designated for the HOME ARP Allocation Plan.

- Prepare the HOME ARP Allocation Plan for submission as an amendment to the FY 2021 Annual Action Plan. Provide one electronic and one hard copy to the City.

2. **Housing Rehabilitation Program**
   - Review the existing departmental standard operating procedures for the Housing Rehabilitation Program. Create revisions and suggestions to update the Housing Rehabilitation Program.

3. **Program Changes for the HOME Program**
   - Meet with City Staff online to determine the extent of the proposed changes for the City's HOME Program. Provide technical assistance for HOME Programs on an as needed basis.

4. **Policies and Procedures Manual for CDBG and HOME Programs**
   - Prepare a Policies and Procedures Manual for City Staff members to familiarize themselves with the CDBG and HOME Programs.
   - Meet with City Staff online to discuss the scope of the Manual and inclusion of State and local guidelines for the CDBG and HOME Programs. Develop a timeline to prepare the Manual for the review and eventual completion of the Manual.

5. **Infill Housing Plan**
   - Meet with City Staff online to determine scope of the proposed Infill Housing Plan and determine schedule and timeline to perform the work requested.

B. ANNUAL ACTION PLANS –

- UDV will prepare the FY 2022, FY 2023, FY 2024, FY 2025, FY 2026, FY 2027, FY 2028, and FY 2029 Annual Action Plans for the City of Charleston. The Annual Action Plan will be developed using the latest eCon Planning Suite in IDIS. The following is our firm's proposed methodology for the completion of the Annual Action Plan.
- Complete the HUD forms for approval and signature by the appropriate City Officials. Other resources that will be utilized by the City for leveraging and match obligations will be listed.

- Prepare the Executive Summary which will identify the available funds, strategies and objectives and activities to be undertaken.
- Prepare a listing of the proposed new five year strategic initiatives to be outlined in the Five Year Plan, which initiatives will be under taken in each annual action plan, and the number of persons benefiting.
- Address the HUD general questions in the latest IDIS format which will include a description of the geographic areas of the City, what was the basis used to allocate funds by geographic area, are funds being used to address underserved needs, and what resources are expected to be made available.
- Describe what agencies are administering programs, a description of the process used to develop the plan, and how improvements will be made to enhance coordination among agencies.
- Describe the citizen participation process used, prepare all the notices to be published in the local newspaper and prepare a summary of any written citizen comments.
- Describe what actions the City proposes to undertake in the development of the institutional structure.
- Describe what actions the City will utilize to monitor its community development projects and sub-recipients.
- Evaluate extent of lead based paint hazards in the City and what actions are being undertaken to reduce and abate lead based paint.
- Prepare the listing of specific housing objectives by priority status and include a list of available resources.
- Contact the staff of the local Housing Authority and review their plans and needs of public housing, as well as preparing a description of the housing authority's performance rating.
- Prepare a narrative on previously identified barriers to affordable housing and what actions the City will take to remove, reduce, and eliminate those barriers to affordable housing.
- Address the following required areas and issues in the latest IDIS format, including: what sources of funds are available, what is the extent of homelessness and chronic homelessness in the City, what programs are in place or proposed to prevent homelessness, what are the discharge policies from state institutions and how is it being coordinated, what are the transitional housing resources,

what are the permanent supportive housing resources, and what are the other special housing needs in the City.

- Prepare the required narrative on what are the priority community development needs and describe the community development objectives.
- Prepare a narrative on what actions the City will undertake to reduce the number of persons living in poverty.
- Prepare the outline of what are the City's non-homeless special needs housing objectives and what resources will be used to address those needs.
- Complete the latest HUD certifications and complete them for signature by the Chief Elected Official.
- Prepare the individual project entries in IDIS for each activity to be funded; including the performance and outcome measures.
- Submit to HUD the Annual Action Plan through IDIS. One (1) hard copy and one (1) electronic copy will be provided to the City.

C. FIVE YEAR CONSOLIDATED PLAN –

- Prepare the executive summary of the program, the goals and objectives, sources of funds, etc.
- Identify the administrative structure needed to implement the Plan will be described along with the roles and responsibilities.
- Estimate housing needs over the five (5) year period will be described using the latest U.S. Census data, American Community Survey, the updated Census Reports, the HUD-CHAS data tables, local studies and information obtained from meetings and interview. Categories of persons affected and estimated numbers and types of families in need of housing assistance will be listed.
- Undertake a housing study to determine the significant characteristics of the local housing market for the City, including supply, demand, condition, cost, and availability of housing.
- List the City's general priorities for allocating funds geographically within the City of Charleston. The Consultant will describe the basis for assigning the priority, identify any obstacles to meeting underserved needs and summarize

these priorities and specific objectives. For each specific objective the Consultant will identify proposed accomplishments in quantitative terms.

- Meet with the City's staff and local officials, City and local agencies, authorities, and stakeholders.
- Interview and meet with the local staff and personnel to ascertain needs and priorities for economic development projects.
- Hold with individuals, departments, authorities, commissions, and agencies to obtain their input.
- Prepare an online resident survey, for the local jurisdiction to place on its website to make copies to distribute to residents.
- Organize, with the City's staff assistance, a series of round-table discussions for citizen input from various stakeholders in the area. Various groups will be invited to separate meetings: i.e. housing providers, social service agencies, economic development agencies, local neighborhood citizen organizations, planning agencies, local officials, financial institutions, etc. UDV will prepare a sample questionnaire to be provided to each stakeholder agency prior to the meeting.
- Prepare the required public advertisements of the two (2) required public hearings and will attend the public hearings and provide the necessary documentation for approval of the Plan.
- Submit to HUD the Five Year Consolidated Plan through IDIS. One (1) hard copy and one (1) electronic copy will be provided to the City. The FY 2025 Annual Action Plan will be included in the Five Year Consolidated Plan

D. CONSOLIDATED ANNUAL PERFORMANCE AND EVAULATION REPORT(CAPER) –

- Prepare the Executive Summary which will identify the available funds, strategies and objectives, and activities that were undertaken.
- Address the HUD general questions in the latest IDIS based format which will include: assessment of the annual action goals; changes to the program; affirmatively furthering fair housing; obstacles to meeting underserved needs; and the leveraging of resources.

- Describe what actions were taken to administer programs and to ensure compliance.
- Describe the citizen participation process used, prepare all the notices to be published in the local newspaper and prepare a summary of any citizen comments provided by the City.
- Describe what actions the City undertook to improve the institutional structure.
- Describe what actions the City used to monitor its community development projects, sub-recipients, the results of monitoring visits, and a self-evaluation.
- Prepare a description will be made of what actions were undertaken to reduce and abate lead based paint in housing.
- Prepare the narrative on what actions were taken to foster and maintain affordable housing.
- Prepare the listing of specific housing objectives by priority status, a discussion on Section 215 affordable housing, and what is the worst-case housing, and housing for the disabled.
- Discuss with the staff of the Local Housing Authority and review their plans and needs of public housing residents, as well as preparing a description of the resident initiatives.
- Prepare a narrative on the barriers to affordable housing and what actions the City took to remove, reduce and eliminate those barriers to affordable housing.
- Describe what the City is doing to address homeless needs, provide a description of the transition to permanent housing, and document any new Federal resources obtained from the SuperNOFA.
- Address this issue in the latest IDIS based format of what actions were undertaken.
- Prepare a narrative on what actions the City undertook to reduce the number of persons living in poverty.
- Prepare the outline of what are the City's non-homeless special needs housing objectives and what resources were used to address those needs.
- Prepare the required narrative to address the HOME Program for the City, including the preparation of the HOME Match Log.
- Assist the City's staff in preparing and reviewing the report for compliance with the regulations.

- Assist the City's staff in downloading the IDIS reports and reviewing the reports for compliance. Since the Annual Action Plans will be done in the eCon Planning Suite, UDV will prepare the CAPERs using the eCon Planning Suite.
- Submit the document to HUD through IDIS. The Consultant will provide the City with one (1) hard copy and one (1) electronic copy.

E. ANNUAL ENVIRONMENTAL REVIEW RECORDS(ERR) –

The Consultant will prepare Environmental Review Records for the approved activities within the City's Annual Action Plans. The Consultant will perform the following for the Annual Environmental Review Records:

- Determine which projects/activities are exempt, categorically excluded (subject to and not subject to), and those that need to be assessed.
- Preparation of and submission to the WV SHPO of CEST and assessed projects/activities using the SHPO forms online.
- Provide any additional documentation or clarification to the SHPO to satisfy the Section 106 Consultation Process.
- Prepare letters to various agencies for their review and approval of all assessed projects/activities.
- Prepare the Environmental Assessment Determination and Compliance finding forms.
- Prepare the Environmental Review for Activity/ Project that is exempt or Categorically Excluded Not Subject to Section 58.5 Form.
- Convert the CENST projects/activities to exempt.
- Prepare the newspaper notices for Findings of No Significant Impact (FONSI) and the Request for Release of Funds (RROF).
- Prepare the HUD forms for the release of funds.
- Preparation of the ERR binder.

F. ADDITIONAL PLANNING SERVICES –

The Consultant will assist the City in preparing and updating required plans, as they are needed. The Consultant will provide an Analysis of Impediments, Section 3 Plan, and Fair Housing Choice reports at their prices found in Section IV COMPENSATION.

Additional plans will be priced at the Hourly Rates found in Section III COMPENSATION.

The Consultant will provide CDBG and HOME Technical Assistance on an as needed basis. The Consultant can be reached by email, phone, or video chat to answer questions and concerns the City may have with the CDBG and HOME Programs. The Consultant will charge the hourly rates found in Section III COMPENSATION.

The Consultant will provide technical assistance to the City in the pursuit of additional grants and sources of funding. As needed, the Consultant will research additional grant and federal funding opportunities. The Consultant will present these findings to the City and assist the City in the preparation of an application. These services will be based on the hourly rates found in Section III COMPENSATION.

II. TIME OF PERFORMANCE –

The services of the Consultant as outlined in the above Scope of Services shall be carried out in a timely manner beginning upon execution of this Agreement and ending on May 31, 2029, which is a period of eight (8) years from the beginning of the Agreement.

Notwithstanding the foregoing, the City may "opt-out" of this Agreement at the end of each calendar year that this Agreement is in effect. The City may terminate this Agreement, without cause, by giving written notice to Consultant of its election to terminate this Agreement no later than May 31st of each year, as the case may be. Upon giving such notice, the within Agreement shall be terminated as of May 31st in the year such notice is given. In the event the City fails to provide such written notice by May 31st then this Agreement shall be deemed to remain in effect for the following calendar years. Written notice of termination on or before May 31st shall be deemed as a termination Notice for the following years.

In the event the City exercises its rights to terminate this Agreement as set forth above, Consultant hereby waives any and all claims it may have against the City, to recover damages, at law, in equity, or otherwise associated with it's employment for the years terminated, or in anyway arising under this Agreement for either 2023, 2024, 2025, 2026, 2027, 2028, and 2029 as the case may be.

III. COMPENSATION AND METHOD OF PAYMENT –

The City shall pay the Consultant for the services performed under the Scope of Services the following on an annual basis:

A. HOME PROGRAM –

1. HOME ARP Allocation Plan –

The Consultant agrees to prepare the HOME ARP Allocation Plan for a lump sum not to exceed amount of $28,000.

2. Redesign Policy and Procedures for City's Housing Rehabilitation Program and City's HOME Program –

The Consultant agrees to provide as needed services to redesign and update the City's Housing Rehabilitation Program and HOME Programs. The Consultant will provide these services following the hourly rate schedule.

3. HOME & CDBG Policies and Procedures Manual –

The Consultant agrees to prepare a Policies and Procedures Manual for the City's HOME, CDBG, HOME ARP, and CDBG-CV Programs for the lump sum, not to exceed, amount of $25,000.

The Consultant will begin the Policies and Procedures Manual at the request of the City and will agree to the prepare the Manual in accordance with an agreed upon timeline.

B. ANNUAL ACTION PLANS –

The Consultant will prepare the FY 2022 through FY 2029 Annual Action Plans using the eCon Planning Suite format, for the lump sum amount of $13,500 each for the eight (8) year periods.

C. FIVE YEAR CONSOLIDATED PLANS –

The Consultant will assist the City in the preparation of its FY 2025-2029 Five Year Consolidated Plan for a lump sum not to exceed amount of $32,500.

D. CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORTS (CAPERs) –

The Consultant will prepare the FY 2021 CAPER through FY 2028 CAPER for $12,500. This is based on the Consultant doing all the narrative work and preparing the CAPER with the eCon Planning Suite format. This amount will be invoiced each year in a lump sum amount and is due and payable upon submission of the CAPER to HUD.

E. Environmental Review Records (ERRs) –

The Consultant agrees to prepare the Annual Environmental Review Record for the FY 2022 – FY 2029 Program years for the following rate structure:

- Exempt Activity = $650
- Categorically Excluded Activity Not Subject to Part 58 = $650
- Categorically Excluded Activity Subject to Part 58 = $1,500
- Multi-year Activities (Broad Level Tiered Review) = $1,750
- Completion of Multi-year Checklist for Non-Specific Activities = $500 to $1,000
- Environmental Assessment (EA) Activity = $2,000 for Non-Residential Projects & UDV Hourly Rates for Residential Projects

F. ADDITIONAL TECHNICAL ASSISTANCE –

The Consultant agrees to provide the services outlined in Section I SCOPE OF WORK subsection F ADDITIONAL PLANNING SERVICES. The consultant will charge hourly rates to perform technical assistance services.

1. Analysis of Impediments –

Should the City require an Analysis of Impediments, the Consultant agrees to assist in the preparation and development for the lump sum, not to exceed, amount of $24,000. One hard copy and one electronic copy will be provided to the City upon completion.

G. HOURLY RATE SCHEDULE –

Payment for services rendered in accordance with on-going technical support will be based on the firm's hourly rates for its staff.

- Walter J. Haglund, President	$160.00/hr.
- Karl M. Haglund, Vice President	$150.00/hr.
- Jon G. Haglund, Dir. of Com. Dev.	$135.00/hr.

- David G. Jordan, Dir. of Housing	$135.00/hr.
- Christopher M. Fletcher, Dir. of Planning	$135.00/hr.
- Michael S. Long, Housing Specialist	$ 80.00/hr.
- Gavin F. O'Connor, Grants Manager	$ 80.00/hr.
- Skylar Roth, Grants Manager	$ 80.00/hr

There are no other reimbursable direct expenses or additional costs that would be charged to the City. All costs are included in the hourly rates or lump sum amounts.

IV. OTHER TERMS AND CONDITIONS –

This Contract is subject to the Contract for Professional Services, Part II, Terms and Conditions, which is attached hereto and incorporated herein.

V. AMENDMENTS –

Should the City require additional services not outlined in the above SCOPE OF SERVICES, the City may request an amendment to this contract should both parties agree to the change and incorporation.

Should the City or Consultant determine a time extension to this contract is needed, the City and Consultant shall agree to an extension and prepare an amendment.

IN WITNESS WHEREOF, the City and the Consultant have executed this agreement as of the date first written above.

THE CITY OF CHARLESTON, WV

ATTEST: A. G. Backus **BY:** Amy Shuler Goodwin

Andy Backus, MOECD

Amy Shuler Goodwin, Mayor

URBAN DESIGN VENTURES, LLC

ATTEST: **BY:**

Karl M. Haglund, Vice Pres./Secretary

Walter J. Haglund, President

CONTRACT FOR PROFESSIONAL SERVICES
PART II - TERMS AND CONDITIONS
(For Contracts Over $10,000)

1. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body shall there upon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set—off until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. **Termination for Convenience of the City.** The Public Body may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

3. **Changes.** The Public Body may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Public Body and the Contractor shall be incorporated in written amendments to this Contract.

4. **Personnel.**

   a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Public Body.

   b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of the Public Body. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Public Body. Provided, however, that claims for money by the Contractor from the Public Body under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Public Body.

6. **Reports and Information.** The Contractor, at such times and in such forms as the Public Body may require, shall furnish the Public Body such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. **Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds. These records will be made available for audit purposes to the Public Body, or any of their duly authorized representatives, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Public Body.

8. **Confidentiality.** All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Public Body.

9. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

10. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September

24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as other wise provided by law.

g. The Contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the U.S. Department of HUD may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by the U.S. Department of HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. **Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, religion, sex, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

13. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, religion, sex, color, national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

14. **Section "3" Compliance in the Provision of Training, Employment and Business Opportunities.**

a. Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. l7Ol u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to the Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto set forth in 24 CFR Part 135 and all other applicable rules and orders issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of these regulations. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

16. Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials. No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.

17. **Interest of Certain State Officials.** No member or Representative to the Legislature of the State shall be permitted to any share or part of this Contract or to any benefit to arise from the same.

18. **Age Discrimination Act of 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

19. **Section 504 of the Rehabilitation Act of 1973 - Affirmative Action for Handicapped Workers.**

    a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, up grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

    b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

    c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

    d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

    e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

20. Equal Opportunity.

a. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap status.

Contractor shall take affirmative action to ensure that applicants who are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap status. Such affirmative action shall include but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

b. Contractor shall in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap status.

c. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

d. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the State Human Relations (Rights) Commission of this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source or recruitment which prevents it from meeting its obligations.

However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

e. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the State Human Relations (Rights) Commission, or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

f. Contractor shall comply with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this Contract or with any such laws, this Contract may, after hearing and adjudication, be terminated or suspended, for further State contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

g. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

h. Contractor shall include the provisions of this nondiscrimination clause in ever subcontract, so that provisions will be binding upon each subcontractor.

21. Prohibition Against Payments of Bonus or Commission. The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance, or approval of applications for additional assistance, or any other approval or concurrence of required under this Contract, Title I of the Housing and Community Development Act of 1974 as amended or regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants, that in the performance of this Agreement, it will not knowingly employ any person having any such interest.

23. Severability. Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Contract.

PROPOSAL TO PROVIDE PLANNING AND CONSULTING SERVICES TO THE CITY OF CHARLESTON, WEST VIRGINIA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIP PROGRAMS

URBAN DESIGN VENTURES, LLC

PLANNING & COMMUNITY DEVELOPMENT SERVICES

212 EAST SEVENTH AVENUE, HOMESTEAD, PA 15120

URBAN DESIGN VENTURES
BUILT ON EXPERIENCE

April 11, 2022

Ms. Jamie Bowles,
Director of Purchasing
City of Charleston
501 Virginia Street East, Room 101
Charleston, WV 25301

RE: FY 2022-2024 CDBG & HOME Programs
FY 2025-2029 Consolidated Plan

Dear Ms. Bowles:

The firm of Urban Design Ventures, LLC is pleased to present our firm's Expression of Interest for the City of Charleston's FY 2022-2024 CDBG & HOME Programs. The Staff of Urban Design Ventures has prepared this proposal following the guidelines set forth in the Request for Expression of Interests. We would welcome the opportunity to work with the City of Charleston and its Economic and Community Development Staff.

UDV is a full-service consulting firm, specializing in the fields of planning and urban design. Our firm provides consulting services for community and economic development projects, housing projects, redevelopment projects, rehabilitation projects, urban studies, architectural and landscape architectural services. Our staff has a combined one hundred fifty (150) years in the CDBG and HOME programs and are more than familiar with the CDBG-CV and HOME-ARP programs.

Our firm has seen steady growth in its client base. Numerous clients have been with our firm since its inception. UDV now serves clients in Pennsylvania, West Virginia, Maryland, Virginia, Indiana, North Carolina, and Connecticut. We have also worked with clients in Illinois, Wisconsin, South Carolina, Georgia, Florida, and Mississippi. Many of our clients come via referrals from other satisfied clients. We pride ourselves on our services and our attention to detail.

As President of Urban Design Ventures, I am authorized to hold our firm's proposal for a period of ninety (90) days from the date of the City's receipt of this proposal.

212 East 7th Avenue, Homestead, PA 15120 I Phone: (412) 461-6916 I Fax: (412) 461-6920 I www.urbandesignventures.com

Urban Design Ventures welcomes the opportunity to further our professional relationship with the City of Charleston. Should you have any questions or concerns regarding our proposal, please contact our office at (412) 461-6916.

Very truly yours,

Walter J. Haglund, AIA
President

ENC

PROPOSAL TO PROVIDE PLANNING AND CONSULTING SERVICES TO THE CITY OF CHARLESTON, WEST VIRGINIA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIP PROGRAMS

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URBAN DESIGN VENTURES, LLC
PLANNING & COMMUNITY DEVELOPMENT SERVICES
212 EAST SEVENTH AVENUE, HOMESTEAD, PA 15120

I. QUALIFICATIONS & EXPERIENCE –

A. Demonstration of Experience:

Since 2002, UDV's staff has assisted both large Federal entitlement communities and small State entitlement communities to manager over $800 million in Federal funds. This includes:

- Community Development Block Grants (CDBG)
- HOME Investment Partnership (HOME) Program
- Emergency Shelter Grant (ESG)
- Housing Opportunities for Persons with HIV/AIDS (HOPWA)
- Community Development Block Grant – Recovery (CDBG – R)
- Community Development Block Grant – Disaster Recovery (CDBG-DR)
- Neighborhood Stabilization Program(NSP)
- Homelessness Prevention and Rapid Re-Housing Program (HPRP)
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)
- Community Development Block Grant – CARES Act (CDBG-CV)
- Emergency Shelter Grant – CARES Act (ESG-CV)
- Housing Opportunities for Persons with HIV/AIDS – CARES Act (HOPWA-CV)
- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)
- Section 108 Loan Guarantee Program
- Lead Hazard Reduction Demonstration Grant
- Low Income Housing Tax Credits (LIHTC)
- Rehabilitation Historic Tax Credits (RHTC)
- American Rescue Plan (ARP) Grants
- Appalachian Regional Commission (ARC) Grant
- U.S.D.A. Community Facilities Program

Our staff has assisted communities in preparing their Federal reports and plans as required by HUD for the CDBG, CDBG-CV, HOME, HOME-ARP, ESG, ESG-CV, HOPWA, HOPWA-CV, HPRP, CDBG-DR, NSP, ARP, Section 108 Loans, NRSA Plans, Analysis of Impediments, Environmental Review Records, Section 3 Plans, Housing Programs, and Policies and Procedures Manuals. Urban Design Ventures has prepared the following for its clients:

- **81 Five Year Consolidated Plans**
- **228 Annual Action Plans**
- **183 CAPERs**
- **73 A.I.s & A.F.H.s**
- **142 ERRs**
- **16 Policies & Procedure Guidelines**
- **19 Citizen Participation Plans**
- **8 NRSAs**
- **4 Section 3 Plans**
- **2 Lead Hazard Grants**
- **10 Section 108 Loan Applications**
- **60 PA CDBG Applications**

LIST OF FEDERAL CDBG ENTITLEMENT CLIENTS	
Clients	**UDV staff prepared the following:**
Commonwealth of Pennsylvania DCED - Office of Community Development 400 North Street, 4th Floor Harrisburg, PA 17120-0225 Contact: Ms. Donna Enrico Center for Community Development Operations Phone: 717-720-7343 Fax: 717-214-5416 Email: denrico@pa.gov	▪ City of Farrell - Centennial Place Project - Community Development - public improvements in support of low/mod income housing. ($1,000,000 Section 108 Loan) ▪ City of Monessen - Farnham and Pfile - Economic Development - Loan to private enterprise for job creation. ($2,000,000 Section 108 Loan) ▪ Boscov's Department Stores - Economic Development - Loan to private enterprise for job creation and retention. ($35,000,000 Section 108 Loan) ▪ City of Carbondale - Pioneer Plaza - Economic Development - Loan to private enterprise for job creation. ($4,000,000 Section 108 Loan) ▪ City of Jeannette - South Sixth Street Revitalization - Community Development - public improvements in support of low/mod income housing. ($966,000 Section 108 Loan) ▪ Somerset Township - Berlin-Plank Sewer Project - Community Development - installation of site

	improvements and public utilities. ($1,100,000 Section 108 Loan) ▪ 84 Lumber Company - Economic Development - Loan to private enterprise for job creation and retention. ($15,000,000 Section 108 Loan) ▪ City of Monessen - Alumisource - Economic Development - Loan to private enterprise for job creation. ($3,490,000 Section 108 Loan) ▪ Lackawanna County - SLIBCO - Economic Development - Loan to private enterprise for job creation and retention. ($2,904,000 Section 108 Loan) ▪ Guidelines for the transfer of administrative responsibilities for small communities to the Counties.
City of Pittsburgh, PA Community Development Office, Office of Management and Budget 200 Ross Street, 2nd Floor, Suite 201 Pittsburgh, PA 15219 Contact: Mr. Whitney Finnstrom, Comm. Dev. Program Director Phone: 412-255-2162 Fax: 412-393-0151 Email: **whitney.finnstrom@pittsburghpa.gov**	▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan ▪ FY 2009 Annual Action Plan ▪ FY 2010-2014 Five-Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2006 CAPER ▪ FY 2007 CAPER ▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER (eCon Planning Suite) ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ 2007 Analysis of Impediments to Fair Housing Choice ▪ NSP Applications for the Stimulus Funds ▪ HPRP Applications for the Stimulus Funds ▪ CDBG-R Applications for the Stimulus Funds

	▪ 2012 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ ESG Substantial Amendment of the FY 2011 Annual Action Plan ▪ FY 2019 Substantial Amendment for FY 2020 CARES Act funds ▪ 2017 Policies and Procedures Manual ▪ Amended Citizen Participation Plan ▪ Technical Assistance with the Federal Programs & IDIS
Allegheny County, PA Allegheny County Economic Development One Chatham Center 112 Washington Place, Suite 900 Pittsburgh, PA 15219 Contact: Mr. Howard C. Schubel III, Director Phone: 412-350-1044 Fax: 412-642-2217 Email: **Howard.Schubel@alleghenycounty.us**	▪ 2007 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2010 Annual Action Plan ▪ FY 2010-2014 Five-Year Consolidated Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER (eCon Planning Suite) ▪ FY 2014 CAPER (eCon Planning Suite) ▪ ESG Substantial Amendment of the FY 2011 Annual Action Plan ▪ Technical Assistance with the Federal Programs
Municipality of Penn Hills, PA 12245 Frankstown Road Pittsburgh, PA 15235 Contact: Mr. Chris Blackwell Phone: 412-798-2128 Fax: 412-798-2160 Email: **cblackwell@pennhills.org**	▪ 2007 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite)

	▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 Substantial Amendment for FY 2020 CARES Act funds ▪ First Time Homebuyer Program Guidelines ▪ Technical Assistance with the Federal Programs
City of Sharon, PA Community Development 155 West Connelly Blvd. Sharon, PA 16146 Contact: Ms. Melissa Holmes, CDBG Administrator Phone: 724-983-3230 Fax: 724-983-1961 Email: **mholmes@cityofsharon.net**	▪ FY 2005 Annual Action Plan ▪ FY 2005-2009 Five-Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2010-2014 Five-Year Consolidated Plan ▪ 2010 Analysis of Impediments to Fair Housing Choice ▪ FY 2006 ERR ▪ FY 2007 ERR ▪ FY 2008 ERR ▪ FY 2009 ERR ▪ FY 2010 ERR ▪ FY 2011 ERR ▪ FY 2012 ERR ▪ FY 2013 ERR ▪ FY 2017 ERR ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2015-2019 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ Technical Assistance with the Federal Programs ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ 2018 CDBG Policies and Procedures Manual
Borough of Chambersburg, PA Land Use and Com. Dev. Department Community and Economic Development Office 100 South 2nd Street Chambersburg, PA 17201 Contact: Mr. Phil Wolgemuth Assistant Borough Manager/ Land Use and Development Director Phone: 717-261-3232 Fax: 717-264-0224 Email: **pwolgemuth@chambersburgpa.gov**	▪ FY 2015-2019 Five Year Consolidated Plan ▪ FY 2020-2024 Five Year Consolidated Plan ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ 2020 CDBG Policies and Procedures Manual ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 ERR ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 ERR ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 ERR ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 ERR ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 ERR

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City of McKeesport, PA 500 Fifth Avenue McKeesport, PA 15132 Contact: Mr. A.J. Tedesco, Community Development Director Phone: 412-675-5020 Fax: 412-675-5049 Email: **alfred.tedesco@mckeesport-pa.gov**	▪ FY 2005 Annual Action Plan ▪ FY 2005-2009 Five-Year Consolidated Plan ▪ 2005 Analysis of Impediments to Fair Housing Choice ▪ FY 2007 ERR ▪ FY 2008 ERR ▪ FY 2009 ERR ▪ 2011 Analysis of Impediments to Fair Housing Choice ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2017 Policies and Procedures ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2013 CAPER ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2019 Substantial Amendments for FY 2020 CARES Act ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ Technical Assistance with the Federal Programs and IDIS
Northampton County, PA Dept. of Com. and Econ. Dev. 2801 Emrick Boulevard	▪ FY 2013 ERR ▪ FY 2013 Section 3 Plan ▪ FY 2014 ERR

Bethlehem, PA 18020 Contact: Mr. Frank Brooks, Program Director Phone: 610-829-6311 Email: **fbrooks@northamptoncounty.org**	▪ FY 2015 ERR ▪ FY 2017 ERR ▪ Cross Country Townhomes ERR ▪ FY 2015 CAPER ▪ FY 2016 CAPER ▪ FY 2017 CAPER ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ State ESG Application ▪ PHARE Applications ▪ HUD Lead Based Paint Grants ▪ Established a HOME Consortium ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 ERR ▪ FY 2019 CAPER ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 ERR ▪ FY 2020 CAPER ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Substantial Amendment for FY 2020 CARES Act funds ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ Technical Assistance with the Federal Programs
Washington County, PA Redevelopment Authority of the County of Washington 100 West Beau Street, Suite 603 Washington, PA 15301 Contact: Ms. Brenda Williamson, CDBG and HOME Coordinator Phone: 724-228-6875 Fax: 724-228-6829 Email: **brenda.williamson@racw.net**	▪ Washington County - 84 Lumber Company - Economic Development - Loan to private enterprise for job creation and retention. ($5,000,000 Section 108 Loan)
City of Martinsburg, WV City Hall, 232 North Queen Street Martinsburg, WV 25401 Contact: Ms. Nancy Strine, CDBG & HOME Administrator Phone: 304-264-2131 Ext. 278 Fax: 304-264-2137 Email: **nstrine@cityofmartinsburg.org**	▪ FY 2004 Annual Action Plan ▪ FY 2005-2009 Five-Year Consolidated Plan ▪ FY 2005 Annual Action Plan ▪ FY 2006 Annual Action Plan ▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan ▪ FY 2009-2013 Five Year Consolidated Plan ▪ FY 2009 Annual Action Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan ▪ FY 2014-2018 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite)

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City of Huntington, WV 800 Fifth Avenue, City Hall Huntington, WV 25701	▪ FY 2004 Annual Action Plan ▪ FY 2005-2009 Five-Year Consolidated Plan ▪ FY 2005 Annual Action Plan ▪ FY 2006 Annual Action Plan

Contact: Ms. Cathy Burns, Executive Director Huntington Municipal Development Authority (HMDA) Department of Planning and Development Phone: 304-696-5540 Ext. 2026 Fax: 304-696-4493 Email: **burnsc@cityofhuntington.com**	▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan ▪ FY 2009 Annual Action Plan ▪ FY 2010-2014 Five Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan ▪ FY 2014 Annual Action Plan ▪ FY 2015-2019 Five Year Consolidated Plan ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2005 CAPER ▪ FY 2006 CAPER ▪ FY 2007 CAPER ▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ 2007 Analysis of Impediments to Fair Housing Choice ▪ 2011 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2019 Substantial Amendments for FY 2020 CARES Act funds. ▪ HPRP Applications for the Stimulus Funds ▪ CDBG-R Applications for the Stimulus Funds ▪ ESG Substantial Amendment of the FY 2011 Annual Action Plan ▪ Redevelopment Area Plan for the Fairfield West Neighborhood ▪ Assisted in establishing the Huntington-Cabell-Wayne Housing Consortium ▪ Technical Assistance with the Federal Programs and IDIS
City of Wheeling, WV	▪ FY 2005-2009 Five-Year Consolidated Plan

City-County Building, Room 305 1500 Chapline Street Wheeling, WV 26003 Contact: Ms. Nancy Prager, Director, Dept. of Economic and Community Development Phone: 304-234-3717 Fax: 304-234-3829 Email: **nprager@cityofwheelingwv.org**	▪ FY 2005 Annual Action Plan ▪ FY 2006 Annual Action Plan ▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan ▪ FY 2009 Annual Action Plan ▪ FY 2010-2014 Five Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan ▪ FY 2014 Annual Action Plan ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2005 CAPER ▪ FY 2006 CAPER ▪ FY 2007 CAPER ▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ 2009 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Technical Assistance with the Federal Programs in IDIS
City of Weirton, WV 200 Municipal Plaza Weirton, WV 26062 Contact: Ms. Jessica Gumm, CDBG Administrator	▪ FY 2005-2009 Five-Year Consolidated Plan ▪ FY 2005 Annual Action Plan ▪ FY 2006 Annual Action Plan ▪ Reformatted Five-Year Consolidated Plan ▪ FY 2007 Annual Action Plan ▪ FY 2008 Annual Action Plan

Phone: 304-797-8516 Fax: 304-797-8519 Email: **jgumm@cityofweirton.com**	▪ FY 2009 Annual Action Plan ▪ FY 2010-2014 Five Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ FY 2013 Annual Action Plan ▪ FY 2014 Annual Action Plan ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2005 CAPER ▪ FY 2006 CAPER ▪ FY 2007 CAPER ▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2011 ERR ▪ FY 2012 ERR ▪ FY 2013 ERR ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ 2009 Analysis of Impediments to Fair Housing Choice ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Preparation of Redevelopment Area Plans ▪ Technical Assistance with the Federal Programs and IDIS
City of Morgantown, WV 389 Spruce Street	▪ 2005 Analysis of Impediments to Fair Housing Choice

Morgantown, WV 26505 Contact: Mr. Rickie Yeager, AICP EDFP, Director of Development Services Phone: 304-284-7431 Email: ryeager@morgantownwv.gov	▪ FY 2008 CAPER ▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER (eCon Planning Suite) ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019-2023 Five Year Consolidated Plan (eCon Planning Suite) (in progress) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ 2019 Analysis of Impediments (in progress) ▪ 2017 CDBG Policies and Procedures Manual ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2020 Substantial Amendments for FY 2020 CARES Act funds. ▪ WV State CARE Act Funding Application ▪ IDIS Technical Assistance with the Federal Programs
City of Charleston, WV Mayor's Office of Econ. and Com. Dev. 105 McFarland Street Charleston, WV 25301 Contact: Ms. Sherry Risk, Director Mayor's Office of Economic and Community Development Phone: 304-348-8035 Fax: 304-348-0704 Email: srisk@cityofcharleston.org	▪ FY 2010-2014 Five-Year Consolidated Plan ▪ FY 2010 Annual Action Plan ▪ 2011 Analysis of Impediments to Fair Housing Choice ▪ FY 2020-2024 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ Citizen Participation Plan ▪ Technical Assistance with the Federal Programs
City of East Chicago, IN Department of Redevelopment 4525 Indianapolis Blvd., 2nd Floor East Chicago, IN 46312 Contact: Ms. Lyvette Turk, HDFP Phone: 219-391-8513 Ext. 226 Fax: 219-391-8513 Email: LTurk@eastchicago.com	▪ FY 2010 Annual Action Plan ▪ FY 2011 Annual Action Plan ▪ FY 2012 Annual Action Plan ▪ 2014 Analysis of Impediments to Fair Housing Choice ▪ FY 2014-2018 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2013 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite)

	▪ FY 2009 CAPER ▪ FY 2010 CAPER ▪ FY 2011 CAPER ▪ FY 2012 CAPER ▪ FY 2013 CAPER (eCon Planning Suite) ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ 2015 Harbor Area NRSA Report ▪ 2020 Harbor Area NRSA Report Update ▪ 2019 Policies and Procedures Manual ▪ FY 2019-2023 Revised Five Year Consolidated Plan (eCon Planning Suite) ▪ Housing Rental Policy ▪ Technical Assistance in Federal Programs and IDIS
City of Gainesville, GA 311 Henry Ward Way Gainesville, GA 30501 Contact: Mr. Chris Davis Housing Division Manager Phone: 770-531-6581 Fax: 770-538-2474 Email: **cdavis@gainesville.org**	▪ FY 2010 ERR
City of Gulfport, MS 1410 24th Avenue Hardy Building, 2nd Floor Gulfport, MS 39502 Contact: Ms. Karen C. McCarty Community Development Department Phone: 228-868-5736 Email: **kmccarty@gulfport-ms.gov**	▪ 2012 Analysis of Impediments to Fair Housing Choice
City of Durham, NC 101 City Hall Plaza Durham, North Carolina 27701 Contact: Ms. Wilmur Conyers Federal Programs Coordinator Community Development Department Phone: 919-560-4570 Ext 22277 Email: **Wilmur.Conyers@durhamnc.gov**	▪ 2012 Analysis of Impediments to Fair Housing Choice ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice
Municipality of Norristown, PA 235 East Airy Street Norristown, PA 19401 Contact: Ms. Jayne Musonye Planning & Municipal Development Phone: 610-270-0450 Email: **jmusonye@norristown.org**	▪ 2012 Analysis of Impediments to Fair Housing Choice ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite)

City of Kenosha, WI 625-52nd Street, Room 308 Kenosha, WI 53140 Contact: Mr. Tony Geliche Community Development Specialist Phone: 262-653-4030 Email: **tgeliche@kenosha.org**	▪ 2012 Analysis of Impediments to Fair Housing Choice
Abington Township, PA 1176 Old York Road Abington, PA 19001 Contact: Ms. Kimberly Hamm, MBA, Director Office of Community Development Phone: 267-536-1019 Email: **khamm@abingtonpa.gov**	▪ 2012 Analysis of Impediments to Fair Housing Choice ▪ FY 2013 Annual Action Plan ▪ FY 2014 Annual Action Plan ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2013 ERR ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2012 CAPER ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ CDBG-DR Application ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Crest Manor Project ERR ▪ Local Share Account Application ▪ Multi Modal Transportation Fund Application ▪ FY 2016 HOME DCED Application
City of Chester, PA Managed by: Chester Economic Development Authority 35 East 5th Street, 1st Floor PO Box 407 Chester, PA 19016 Contact: Ms. JoAnn Ruark	▪ FY 2013 ERR ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR

Chester Economic Development Authority Phone: 610-447-7850 Email: **jar@ceda.cc**	▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2019 Substantial Amendments for FY 2020 CARES Act funds ▪ Certification and Recordation of Historic Structures ▪ Technical Assistance with the Federal Programs
Lehigh County, PA Lehigh County Government Center 17 South Seventh Street , Room 519 Allentown, Pennsylvania 18101-2401 **Contact:** Ms. Lauri Moyer Grants and Housing Manager Phone: (610) 871-1964 Email: **lauriemoyer@lehighcounty.org**	▪ FY 2013 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2013 ERR ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2013 CAPER ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2014 LCHA ERR ▪ FY 2015 LCHA ERR ▪ FY 2016 LCHA ERR ▪ FY 2017 LCHA ERR ▪ FY 2018-2022 LCHA ERR ▪ Assessment of Fair Housing 2017 ▪ 2019 Analysis of Impediments to Fair Housing Choice ▪ Technical Assistance with the Federal Programs and IDIS
City of Salisbury, MD 125 North Division Street Salisbury, Maryland 21801 **Contact:** Ms. Deborah J. Stam Director of Community Development Phone: (410) 334-3031	▪ FY 2014-2018 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ 2014 Analysis of Impediments to Fair Housing Choice ▪ FY 2019-2023 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite)

E-Mail: **dstam@ci.salisbury.md.us**	▪ 2019 Analysis of Impediments
City of Johnstown, PA 401 Main Street Johnstown, PA 15904 **Contact:** Ms. Katherine Purelli-Webb Community Development Fiscal Officer Phone: (814) 536-2055 Email: **kpurelliwebb@cojtwn.com**	▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2013 CAPER ▪ FY 2014 CAPER ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ 2021 CDBG Policies and Procedures Manual ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2019 Substantial Amendment for FY 2020 CARES Act ▪ Technical Assistance with the Federal Programs and IDIS
City of Erie, PA Room 404, 626 State Street Erie, PA 16501 **Contact:** Mr. Christopher P. Mong Director Dept. of Economic and Community Development Phone: (814) 870-1277 Email: **cpmong@eriepa.us**	▪ Technical Assistance with the Federal Programs and IDIS ▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2015 ERR
City of Beckley, WV 409 South Kanawha Street Beckley, WV 25802 **Contact:** Ms. Angela L. King Grant Administrator Phone: (304) 256-1759 Email: **aking@beckley.org**	▪ FY 2014-2018 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2014 Annual Action Plan (eCon Planning Suite) ▪ Citizen Participation Plan ▪ 2014 Analysis of Impediments to Fair Housing Choice ▪ Technical Assistance with the Federal Programs ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite)

	▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2014 ERR ▪ FY 2015 ERR ▪ FY 2016 ERR ▪ FY 2017 ERR ▪ FY 2018 ERR ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2014 CAPER (eCon Planning Suite) ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2019-2023 Five-Year Consolidated Plan (eCon Planning Suite) ▪ 2019 Analysis of Impediments to Fair Housing Choice ▪ FY 2019 CAPER (eCon Planning Sutie) ▪ 2021 CDBG Policies and Procedures Manual ▪ Park & Recreational Designs & Improvements ▪ Historic Preservation & SHPO Consultation ▪ Technical Advice and Assistance with Federal Programs and IDIS
City of Altoona, PA Altoona City Hall, Suite 400 1301 12th Street Altoona, PA 16601 **Contact:** Ms. Mary Johnson Department of Planning and Community Dev. Phone: (814) 949-2470 Email: **mjohnson@altoonapa.gov**	▪ FY 2015-2019 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ FY 2015 ERR ▪ FY 2015 CAPER (eCon Planning Suite) ▪ FY 2016 ERR ▪ FY 2016 ERR for Altoona Housing Authority ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 ERR ▪ FY 2017 ERR for Altoona Housing Authority ▪ FY 2017 CAPER (eCon Planning Suite) ▪ FY 2018 ERR ▪ FY 2018 ERR for Altoona Housing Authority ▪ FY 2018 CAPER (eCon Planning Suite) ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2021 ERR ▪ FY 2019 ERR for Altoona Housing Authority ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020-2024 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Code Enforcement Housing Survey setup

	▪ Technical Assistance with Federal Programs
City of Joliet, IL 150 West Jefferson Street Joliet, IL 60432 **Contact:** Mr. Jeff Stern Director of Neighborhood Services Division Phone: (815) 724-4100 Email: **jstern@jolietcity.org**	▪ FY 2015-2019 Five-Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2011-2014 Substantial Amendment ▪ Technical Assistance with the Federal Programs ▪ FY 2015 CAPER (eCon Planning Suite)
City of Hagerstown, MD 14 North Potomac Street, Suite 200a Hagerstown, MD 21740 **Contact:** Mr. Jonathan Kerns Community Development Manager Phone: 301-739-8577, ext. 134 Email: **jkerns@hagerstownmd.org**	▪ FY 2015-2019 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ 2015 Analysis of Impediments to Fair Housing Choice ▪ 2015 Citizen Participation Plan ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ 2020 Analysis of Impediments to Fair Housing Choice
City of Annapolis, MD 145 Gorman Street Annapolis, MD 21401 **Contact:** Ms. Theresa C. Wellman Community Development Administrator Phone: (410) 260-2200 Email: TCW@annapolis.gov	▪ FY 2015-2019 Five Year Consolidated Plan ▪ FY 2015-2019 Analysis of Impediments to Fair Housing Choice ▪ FY 2021-2025 Five Year Consolidated Plan
City of Gary, IN 839 Broadway Gary, IN 46402 **Contact:** Ms. Arlene Colvin, Esq. Director, Division of Community Development Phone: 219-881-5075 Email: **acolvin@ci.gary.in.us**	▪ FY 2016-2020 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ 2016-2020 Analysis of Impediments to Fair Housing Choice
Orange County, NC 300 W. Tryon Street Hillsborough, NC 27278 **Contact:** Ms. Emila Sutton, Director Department of Housing & Community Development Phone: 919-245-2490 Email: **sutton@orangecountync.gov**	▪ FY 2015-2020 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2015-2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2016-2020 Affordable Housing Strategic Plan ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2016 Annual Action Plan (eCon Planning Suite) ▪ FY 2017 Annual Action Plan (eCon Planning Suite) ▪ FY 2018 Annual Action Plan (eCon Planning Suite) ▪ Orange County Mobile Home Study ▪ FY 2016 CAPER (eCon Planning Suite) ▪ FY 2017 CAPER (eCon Planning Suite)
City of Scranton, PA 340 North Washington Avenue Scranton, PA 18503 **Contact:**	▪ FY 2015-2019 Analysis of Impediments to Fair Housing Choice ▪ FY 2020-2024 Five Year Consolidated Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite)

Ms. Eileen Cipiani, Director Executive Director Office Community Development Phone: 570-348-4216 Email: Ecipriani@scrantonpa.gov	▪ 2020 Analysis of Impediments to Fair Housing Choice
Howard County, MD 6751 Columbia Gateway Drive, 3rd Floor Columbia, MD 21046 **Contact:** Ms. Elizabeth Meadows, Chief Community Planning and Grants Management Howard County Housing Phone: 410-313-6324 Email:	▪ FY 2015-2019 Five Year Consolidated Plan ▪ FY 2015 Annual Action Plan (eCon Planning Suite) ▪ FY 2020-2024 Five Year Consolidated Plan ▪ FY 2020 Annual Action Plan (eCon Planning Suite)
City of Roswell, GA 38 Hill Street, Suite 115 Roswell, GA 30075 **Contact:** Mr. Charles Alford Grants Specialist Phone: (770) 641-3847 Email: calford@roswellgov.com	▪ FY 2017 Analysis of Impediments to Fair Housing Choice ▪ FY 2017 ERR ▪ 2019 CDBG Policies and Procedures Manual
City of Elyria, OH 131 Court Street Elyria, OH 44035 **Contact:** Ms. Ashley Scott, Director Phone: (440) 326-1402 E-mail: ascott@cityofelyria.org	▪ FY 2015 Annual Action Plan ▪ FY 2015 Analysis of Impediments ▪ FY 2015-2019 Consolidated Plan
City of Fayetteville, NC Economic and Community Development Department 433 Hay Street Fayetteville, NC 28301 Contact: Mr. Chris Cauley, Director Phone: (910) 433-1561 Fax: Email: CCauley@ci.fay.nc.uc	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ Neighborhood Revitalization Strategy Area (NSRA) Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ 2021 Policies and Procedures Manual (in progress)
Cumberland County, NC Community Development Department 707 Executive Plaza Fayetteville, NC 283051 Contact: Ms. Dee Taylor, Director Phone: (910) 323-6112 Fax: (910) 323-6114 Email:	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ Neighborhood Revitalization Strategy Area (NSRA) Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice
City of High Point, NC Community Development and Housing 211 S. Hamilton Street, Room 312	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ Citizen Participation Plan

High Point, NC 27260 Contact: Ms. Nena Wilson, Assistant Director Phone: (336) 883-3351 Fax: (336) 883-3355 Email: thanena.wilson@highpointnc.gov	▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Housing Market Study for two sites
City of Hartford, CT Office of Central Grants Administration 550 Main Street, Room 302 Hartford, CT 06103 Contact: Mr. Lionel Rigler, Senior Project Manager Phone: (860) 757-9278 Fax: (860) 722-6061 Email: RIGLLOO1@hartford.gov	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ Amended Citizen Participation Plan ▪ 2021 Policies and Procedures Manual (in progress)
City of Frederick, MD Department of Housing and Human Services 100 South Market Street Frederick, MD 21701 Contact: Ms. Ramenta Cottrell, Director Housing and Human Services Phone: (301) 600-3955 Fax: Email: rcottrell@cityoffrederickmd.gov	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2021 Annual Action Plan ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2021 ERR ▪ FY 2019 CAPER (eCon Planning Suite) ▪ FY 2020 CAPER (eCon Planning Suite) ▪ Technical Assistance ▪ FY 2019 Substantial Amendment for CARES Act
City of Waukegan, IL Community Development Block Grant Office 100 North Martin Luther King, Jr. Avenue Waukegan, IL 60085 Contact: Ms. Pamala Jerries Phone: (847) 599-2565 Fax: Email: pamela.jefferies@waukeganil.gov	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice
City of Rockford, IL Community and Economic Development Department 425 East State Street Rockford, IL 61104 Contact: Ms. Deb Dorsey, Housing and Program Manager Phone: (779) 348-7442 Fax: Email: deb.dorsey@rockfordi.gov	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ NRSA Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice
City of Oshkosh, WI Community Development Department 215 Church Avenue, Room 201 Rockford, IL 61104 Contact:	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Citizen Participation Plan

Ms. Darlene Brandt Phone: (920) 236-5029 Fax: Email: **dbrandt@ci.oskosh.wi.us**	
City of St. Cloud, FL Department of Planning 1300 Ninth Street St. Cloud, FL 34769 Contact: Mr. Andre A. Anderson, Comm. Dev. Director Phone: (407) 957-8427 Fax: (407) 957-7290 Email: **andre.anderson@stcloud.gov**	▪ FY 2019 – 2023 Five-Year Consolidated Plan ▪ FY 2019 Annual Action Plan ▪ 2019 Analysis of Impediments to Fair Housing Choice ▪ Citizen Participation Plan
County of Greenville, SC Human Relations Commission Greenville County Square 301 University Ridge #1600 Greenville, SC 29601 Contact: Dr. Yvonne Duckett, Executive Director Phone: (864) 467-7095 Fax: Email: **yduckett@greenvillecounty.org**	▪ 2020 Analysis of Impediments to Fair Housing Choice for the County and City
City of Janesville, WI Neighborhood & Community Services Department 18 Jackson Street Janesville, WI Contact: Ms. Jennifer Petruzzello, Director Phone: (608) 755-3038 Fax: Email: **petruzzelloj@janesville.wi.us**	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan
City of New Bern, NC Development Services Department 303 First Street New Bern, NC 28563 Contact: Ms. Amanda Ohlensehlen Economic & Community Development Manager Phone: (252) 639-7580 Fax: Email: **amandaohlensehlen@nebernnc.gov**	▪ FY 2019 – 2023 Five-Year Consolidated Plan ▪ FY 2018 Substantial Amendment ▪ FY 2020 – Timeliness Issue w/ HUD ▪ Citizen Participation Plan ▪ FY 2019 Annual Action Plan (eCon Planning Suite) ▪ FY 2020 Annual Action Plan (eCon Planning Suite) ▪ FY 2021 Annual Action Plan (eCon Planning Suite) ▪ FY 2019 ERR ▪ FY 2020 ERR ▪ FY 2019 CAPER ▪ FY 2020 CAPER ▪ Technical Advice and Assistance ▪ FY 2020 CV Application
City of South Bend, IN Department of Community Investment 227 West Jefferson Boulevard South Bend. IN 46601 Contact: Ms. Pam Meyer, Director Phone: (574) 235-5845	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ FY 2020 – 2024 Five-Year Consolidated Plan for Mishawaka

Fax: Email: pmeyer@southbendin.gov	
City of Milford, CT Economic & Community Development 227 West Jefferson Boulevard South Bend. IN 46601 Contact: Ms. Sheila Dravis, CDBG Administrator Phone: (203) 701-4479 Fax: (203) 783-3230 Email: **sdravis@milfordct.gov**	▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice
City of Parkersburg, WV Community Development 1 Government Square Parkersburg, WV 26102 Contact: Mr. Ryan Barber, Assistant Development Director Phone: (304) 424-8558 Fax: Email: **ryan.barber@parkersburgwv.gov**	▪ 2016 Policies and Procedure Manual ▪ FY 2020 – 2024 Five-Year Consolidated Plan ▪ FY 2020 Annual Action Plan ▪ 2020 Analysis of Impediments to Fair Housing Choice ▪ Amended Citizen Participation Plan
City of Reading, PA Housing & Community Development 815 Washington Street Room 3-12 Reading, PA 19601 Ms. Patricia Vasquez, Community Development Liaison Officer Phone: 610 655-6509 Fax: Email: **Patricia.Vasquez@ReadingPa.gov**	▪ Technical Assistance for the HOME Program ▪ Technical Assistance for the CDBG Program ▪ 2021 HOME ARP Application (in progress)
Loudoun County, VA Office of the County Administrator, Housing P.O. Box 7000 Leesburg, Virginia 20177 Eileen Barnhard CDBG Program Manager Phone: 703-737-8971 Fax: 703-771-5454 Email: **eileen.barnhard@loudoun.gov**	▪ Technical Assistance for the FY 2021 – FY 2025 Consolidated Plan and FY 2021 Annual Action Plan ▪ FY 2020 CAPER (eCon Planning Suite) ▪ FY 2021 ERR ▪ Technical Assistance for CDBG Program ▪ ERR Technical Assistance
City of Richmond, VA 1500 East Main Street, Suite 300 Richmond, VA 20177-9804 Ms. Sherrill Hampton Director of Housing and Community Development Phone: 804-646-6822 Email: sherrill.hampton@richmondgov.com	▪ FY 2020 CAPER ▪ Technical Assistance for CDBG Program
Richland County, SC Community Planning & Development Division 2020 Hampton St.	▪ FY 2022-2026 Five Year Consolidated Plan (in progress)

Suite 3063B Columbia, SC 29202 Ms. Lovetta Walton, Community Development Supervisor of Grants & Compliance Phone: (803)576-2091 Fax: (803)576-2052 Email: Walton.lovetta@richlandcountysc.com	

B. Key Personnel:

The experience and knowledge of a firm is based on its staff members. Urban Design Ventures, LLC, currently has eight (8) employees, seven (7) full time employees and one part time employee. The staff is well versed in HUD Federal programs. UDV does not utilize any subcontractors. Our staff possesses all the expertise and skills needed for this contract in-house. Our staff consists of the following accreditations.

- A.I.A. – American Institute of Architects
- A.S.L.A. – American Society of Landscape Architects
- F.A.I.C.P. – Fellow of American Institute of Certified Planners
- L.S.W – Licensed Social Worker

The following staff members are available to be assigned to the City of Charleston, WV:

- **Walter J. Haglund, A.I.A. –** President, principal, and founder of UDV. Walter is a registered architect and planner with over 40 years of experience in the field. Over the last 19 years Walt has prepared Five Year Consolidated Plans, Annual Actions Plans, CAPERs, A.I.s, and Policies and Procedures Manuals for many of our clients. Walt will lead preparation of the Policies and Procedures Manual.

- **Karl M. Haglund -** Vice President, principal, and co-founder of UDV. Karl will serve as project manager for all assignments. His expertise is in planning and financing. He will lead preparation of the Annual Action Plan and CAPER. Karl will lead development of the Annual Action Plans, CAPERs, and Five Year Consolidated Plan and other applications.

- **Jon G. Haglund –** Director of Community Development. Jon has been with Urban Design Ventures for the past 16 years. He is a planner and grants writer. His areas of expertise are preparation of Five Year Consolidated Plans, Annual Action

Plans, CAPERs, Lead Based Paint Grants, etc. Jon Haglund has been successful in obtaining $2 million in federal grants for Northampton County, PA, for Lead Based Paint testing and abatement. He provides technical training and assistance in the administration of CDBG and HOME programs. He will also be available to provide IDIS assistance for the City.

- **David G. Jordan, ASLA –** Director of Housing. David is a licensed landscape architect. He has been active in the field of planning for over 30 years. He joined UDV's staff in 2018 and his last employment was with the Pennsylvania Department of Community and Economic Development (PA-DCED) in the HOME and CDBG Program. David provides technical assistance to client communities. David Jordan will be available to develop the CAPERs, Annual Action Plans, and assistance with park designs and layouts. He will serve as project manager, along with Karl M. Haglund. Dave will be the lead staff member for the City's HOME-ARP Program.

- **Christopher Fletcher, FAICP –** Director of Planning and Visioning. Christopher Fletcher joined the firm in 2020. He previously worked in the City of Morgantown, WV in their City Administration executive team. Chris has over 30 years of experience in the field of planning and grantsmanship. His expertise is in housing related planning and lends his experience in preparation of Five Year Consolidated Plans, Annual Action Plans and ERRs. Since joining the firm Chris has prepared over 25 ERRs. Chris will lead development of the ERRs. He has recently completed a zoning ordinance rewrite for the City of Monessen. Christopher Fletcher will be available for consultation on infill housing plans the City may wish to pursue.

- **Gavin F. O'Connor –** Grants Manager. Gavin O'Connor is a recent College graduate. He has assisted Walter Haglund in the preparation of CDBG Applications for client communities. He will continue to assist Walt Haglund in the preparation of CAPERs and Annual Action Plans. Walter Haglund and Gavin have prepared numerous Policies and Procedures manuals for client communities and will be available to draft and edit the City's Policies and Procedures for CDBG, HOME, HOME ARP, and CDBG-CV. Gavin has assisted Chris Fletcher in preparing ERRs and will be available to assist in the City's ERRs.

- **Michael S. Long –** Housing and Community Development Specialist. Mike Long is the firm's most recent hire. Before working at UDV, for the City of Pittsburgh, PA as a policy intern. Mike researched, wrote, edited the City of Pittsburgh's permitting guidelines. He also worked at a Behavioral Research Institute where he analyzed funding sources for Allegheny County. Mike Long currently assists David Jordan in preparing Consolidated Plans, and Chris Fletcher in preparing ERRs. Mike Long will be available to assist in the preparation of the City's ERRs, Annual Action Plans, and subsequent Consolidated Five Year Plan.

Attached are the resumés of the principals and key personnel who will be assigned to the various plans and studies for the City of Charleston should our firm be selected:

WALTER J. HAGLUND, A.I.A.

President/Chief Executive Officer

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA 2002-present

Founder & Principal of Firm

- Responsible for providing technical assistance to client communities, grants *writing, application preparation, implementation services and studies.*
- Prepares architectural designs and drawings for housing developments, as well as urban design studies for both public and private clients.
- Project Manager for four CDBG/HOME client communities in Pennsylvania, West Virginia, and Indiana.

Mullin & Lonergan Associates, Inc., Pittsburgh, PA 1990-2002

Vice President

- Project Manager and Principal in Charge for five Federal CDBG Entitlement Communities, including two HOME Consortia.
- Project Manager and Principal in Charge for three State Small Cities Entitlement Communities.
- Responsible for providing technical assistance, grantsmanship, and planning consulting services to each of the above federal and state entitlement communities in West Virginia and Pennsylvania under the Community Development Block Grant, HOME Investment Partnership and Emergency Shelter Grant Programs.
- Prepared applications for federally assisted housing programs under the HUD Section 202 and 811 Housing Programs, and continued to provide housing consulting services during the construction phase.
- Responsible for providing consultation and research on federal regulations.

Community Programs, Inc., Pittsburgh & Allentown, PA 1979 -1990

Vice President

- Responsible for oversight and management of the housing and community development programs of the firm's clients in Western Pennsylvania, Ohio, Maryland and West Virginia.
- Preparation of all of the firm's UDAG applications for clients in West Virginia and Pennsylvania.
- Preparation of zoning ordinances and comprehensive plans.

Redevelopment Authority of Allegheny County, Pittsburgh, PA 1969-1979

Executive Director & Chief Planner

- Responsible for preparation of urban renewal plans and modifications to the plans.
- Responsible for urban design studies and downtown revitalization projects.
- Supervision of a staff of over 50 employees.

EDUCATION:

Syracuse University, Syracuse, NY

- Bachelor of Architecture with minor in urban planning.

KARL M. HAGLUND

Vice President/Chief Operating Officer

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA 2002-present

Vice President and Treasurer

- Assisted in establishing the firm and filing the Articles of Incorporation.
- Responsible for all the financial aspects of the firm, including payroll, taxes, insurance, invoices, etc.
- Responsible for preparing, presenting, and managing company finances.
- Responsible for providing technical assistance to client communities, grants writing, application preparation, implementation services and studies.
- Project Manager for CDBG, HOME, ADDI, ESG, HESG, and HOPWA client communities in Pennsylvania, West Virginia, and Indiana.
- Preparation of Five Year Consolidated Plans, Annual Action Plans, Consolidated Annual Performance Evaluation Reports (CAPER's), Environmental Review Records (ERR's), Analysis of Impediments to Fair Housing (AI), and day to day questions on projects.
- Assist in preparing redevelopment area plans/proposals for redevelopment authorities.
- Preparation of economic development applications and programs for client communities.
- Preparation of project feasibility reports for mixed uses developments.
- Preparation of Section 108 Loan Applications, financial closings, and bond issuance.
- Preparation of Part I, II, and III of the Historic Tax Credit Applications.
- Assisted in the development of the certification of the Tax Incremental Financing (TIF) districts for the Baum-Centre Redevelopment Area, the North Shore Stadium Redevelopment Area, and Uptown Redevelopment Area for the URA of Pittsburgh.
- Responsible for the preparation of the financial data analysis, underwriting, repayment schedule, and applications for the PA Section 108 Loan Guarantee Project.

Kaufmann's Department Stores, Pittsburgh, PA 2001-2002

Assistant Buyer/Executive Management Trainee

- Responsible for providing technical assistance and management for a $12 million sales department for all the Kaufmann's stores.
- Responsible for tracking sales and market trends.
- Responsible for the preparation, including writing, graphic design, and layout for presentation of various sales promotions.
- Responsible for providing consultation, technical assistance in the ordering and budgeting for the department for all the Kaufmann stores.

EDUCATION:

Syracuse University, Syracuse, NY

- Bachelor of Science in Finance and a minor in Economics

JON G. HAGLUND

Director of Community Development

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA 2009-present

Planner

- Provides project management assistance to client communities
- Assists in preparing redevelopment area plans/proposals for redevelopment authorities
- Assists in the preparation of grant requests and applications for funding
- Assists in preparation of program analyses for client communities
- Assists in the preparation of strategic plans
- Provides technical assistance to client communities

Innovest Financial Management, Inc., Pittsburgh, PA 2007-2009

Vice President of Portfolio Management

- Responsible for developing individualized portfolio management solutions for institutional and individual investors by understanding client's needs, defining realistic investment objectives to meet client's needs, establishing the right asset mix for each investment portfolio and developing sensible investment policies designed to achieve client's stated investment objectives.
- Responsible for servicing client accounts, providing account reconciliation services and creating quarterly asset analysis and performance reports for both held and non held client accounts.

Fleming Financial Services, Inc., Pittsburgh, PA 2002-2007

Investment Analyst

- Provided back office support and investment analysis for a boutique financial advisory firm asset allocation models, determining investment selection, executing trades and reporting account performance.

New York Life, New York, NY 2000-2001

Agency Trader

- Filled and processed institutional and individual investor security orders on New York Life trading desk on a non-discretionary basis.

T. Rowe Price, Baltimore, MD 1998-2000

Investment Representative

- Processed mutual fund trades, serviced investment accounts, and answered shareholder questions concerning T. Rowe Price mutual funds' investment objectives, risks and market performance.

EDUCATION:

Johns Hopkins University, Baltimore, MD

Bachelor of Arts in Biology

DAVID G. JORDAN, ASLA

Director of Housing and Urban Design

SUMMARY OF EXPERIENCE & QUALIFICATIONS

Urban Design Ventures, LLC, Homestead, PA Nov 2018-present

Senior Planner

- Provides project management assistance to client communities
- Assists in the preparation of Five-Year Consolidated Plans, Annual Action Plans, and Environmental Review Records
- Provides technical assistance to client communities

Pennsylvania Dept. of Comm. & Economic Dev., Harrisburg, PA Jun 2015-Nov 2018

Grant Manager

- Reviewed grant applications from entitlement jurisdictions for Commonwealth administered CDBG, CDBG-DR, and HOME programs and provided technical assistance to grantees
- Conducted on-site monitorings of program activities for proper expenditures of funds

Washington County Comm. Action Council, Inc., Hagerstown, MD Aug 2002-Aug 2013

Executive Director

- Increased agency capacity from $2.5 million to its peak at $6.5 million, agency staff from 25 to 40, and maintained a $5 million annual budget
- Established the agency as a Community Housing Development Organization (CHDO) with approximately 30 rental units and several additional units in the pipeline
- Developed a transportation program to serve individuals with developmental disabilities
- Reinstituted a Weatherization Assistance Program and expanded the Summer Food Program
- Built partnerships with private, non-profit, and government actors to provide additional services

Community Assistance Network, Baltimore, MD Apr 2000-Apr 2002

Assistant Executive Director

- Managed a countywide action agency with an annual operating budget of $2.5 million.
- Performed oversight and operations of fiscal, day-to-day, and personnel matters.
- Established Hearth, Inc. as Baltimore County's first Community Housing Development Organization (CHDO) and packaged its first housing project: a two-unit rental conversion in Baltimore County, MD.

EDUCATION

West Virginia University, Morgantown, WV 1980

- Bachelor of Science in Landscape Architecture

LICENSES & ORGANIZATIONS

- American Society of Landscape Architects (ASLA) – Member
- Pennsylvania/Delaware Chapter ASLA – Treasurer
- Mainstreet Waynesboro – Design Committee Member

CHRISTOPHER M. FLETCHER, FAICP

Director of Planning and Visioning

SUMMARY OF EXPERIENCE & QUALIFICATIONS

Urban Design Ventures, LLC, Homestead, PA Sep 2020 – present
Senior Planner

- Provide project management and technical assistance to client communities
- Assist in the preparation of local and regional land use, community and economic development, and housing related planning and assist in the preparation of zoning regulations and design guidelines
- Assist in technical support services in the areas of local public administration, organizational strategic planning, public policy development and implementation, and the delivery of municipal-type services
- Assist in the preparation of Five-Year Consolidated Plans, Annual Action Plans, and Environmental Review Records

City of Morgantown, WV Dec 2005 – Sep 2020
Director of Development Services

- Member of the City Administration's executive team, including serving as Acting City Manager
- Directed short- and long-range planning and land use and development regulation services delivery
- Directed grant administration for federal CDBG entitlement program.
- Responsible for managing, developing, and implementing comprehensive, downtown, neighborhood, and corridor plans and developing and implementing zoning regulations and design guidelines.

Monongalia County Planning Commission, WV Feb 2003 – Dec 2005
Planning Director

- Directed collaboration and negotiation between the County Commission, the County Planning Commission and four (4) Planning District Advisory Committees to develop zoning regulations in unincorporated, urbanized portions of the County
- Administered floodplain and telecommunications tower regulations

Mullin & Lonergan Associates, Pittsburgh, PA Feb 2000 – Feb 2003
Planner

- Provided consultation, technical assistance, and planning-related services to clients in the areas of federal grant funding, comprehensive planning, zoning administration, tax incremental financing, strategic planning, affordable and elderly housing, downtown redevelopment, and neighborhood revitalization across Pennsylvania and West Virginia

EDUCATION

Muskingum College, New Concord, OH 1994

- Bachelor of Science in Political Science and Business Management

CERTIFICATION & ORGANIZATIONS

- College of Fellows of American Institute of Certified Planners (AICP) – Member
- American Planning Association – Member
- West Virginia Chapter of the American Planning Association – Past President
- International City/County Management Association (ICMA) – Affiliate Member

Gavin F. O'Connor

Grants Manager

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA August 2021-present
Temporary Grants Manager

- Provides project management assistance to client communities.
- Assists in the preparation of Community Development Block Grant Applications
- Assists in the preparation of Section 108 Loan Applications
- Assists in the preparation of Proposals to potential clients
- Assists in the preparation of Requests for Proposals
- Employed by Robert Half Professional Staffing Solutions

EXL HEALTH ANALYTICS July 2021 – August 2021
Temporary Mail Clerk Position

- Assisted mailroom with incoming and outgoing mail packages
- Prepared incoming documents for data entry into company records
- Assisted Manager with training of other temporary employees
- Organized company files in assistance to inventory management
- Employed by Robert Half Professional Staffing Solutions

Saint Joseph's University, Philadelphia, PA September 2019-May 2021
Assistant Editor

- Edited undergraduate and graduate student research papers for publication in the Hayes History Journal, on campus journal.
- Authored an article that was published by the Hayes History Journal
- Assisted Dr. Alison Lewin and Dr. Melissa Chakars with selecting student submissions fit for publication

Construction, Rental & Supply, Inc July 2019-August 2019
Equipment Manager

- Conducted safety tests on construction equipment
- Prepared supplies for outgoing deliveries
- Assisted managers in day-to-day operations of organization and inventory management

EDUCATION:

Saint Joseph's University, Philadelphia, PA May 2021

- Bachelor of Arts in History with Minor in Economics, *magna cum laude*

Michael S. Long

Housing & Community Development Specialist

SUMMARY OF EXPERIENCE & QUALIFICATIONS:

Urban Design Ventures, LLC, Homestead, PA February 2022—Present
Housing & Community Development Specialist
- Provides project management assistance to client communities.
- Assists in the preparation of grant requests and applications for funding.
- Assists in the preparation of strategic plans.
- Provides technical assistance to client communities.

Great Lakes Behavioral Research Institute, Pittsburgh, PA December 2020–March 2021
Budget and Fiscal Analytics Analyst
- Analyzed Allegheny County Department of Human Services funding sources to project spending of allotted funds
- Built dashboards in Tableau to track provider spending
- Sorted and tracked funding documents

City of Pittsburgh, Pittsburgh, PA October 2018-April 2020
Policy Intern
- Coordinated efforts to implement new online permitting system
- Wrote and edited information guides for permitting system
- Researched permit practices in different cities
- Evaluated prospective new fee schedules
- Documented permit process decision-making to evaluate current processes
- Contributed to and edited draft legislation to change permitting information in the City Code

City Year Little Rock, Little Rock, AR July 2016—May 2017
Americorps Member
- Planned and taught English tutoring lessons to disadvantaged 9th grade students
- Coordinated after school program activities four days per week for over 50 students
- Measured student progress through data-driven systems to plan future lessons
- Collaborated with diverse group of teammates and teachers to plan and carry out events and initiatives

EDUCATION:

Carnegie Mellon University, Pittsburgh, PA 2020
- Master of Science in Public Policy and Management

College of Wooster, Wooster, OH 2016
- Bachelor of Arts in Philosophy and History

C. Familiarity with the City of Charleston:

Urban Design Ventures, LLC, has completed two Five Year Consolidated Plans for the City of Charleston (FY 2010-2014 and FY 2020-2024). Our firm worked with City staff members to gather the necessary information for the Consolidated Plan. UDV prepared the Consolidated Plan following the specifications of the City Staff.

UDV believes it has the necessary familiarity with the City of Charleston to carry out all work elements found in the Request for Proposals. With the recent completion of the FY 2020 – FY 2024 Five Year Consolidated Plan, UDV staff members are well familiar with the needs of the City.

As part of the Five Year Consolidated Plan, UDV conducted Needs Assessment. Our staff is familiar with the demographics of the City and the quality of the housing stock for low- and moderate-income persons. UDV is familiar with the Continuum of Care organization: Kanawha Valley Collective (KVC). UDV outlined the goals of the KVC for the next five years. These goals include the at risk of homelessness populations the City would like to serve. UDV is well familiar with the City's CDBG and HOME Programs and is suited to assist the City in managing the federal programs.

The firm of Urban Design Ventures, LLC, has the necessary background with the City of Charleston in order to carry out all work elements the City will request. The recent FY 2020-2024 Five Year Plan has prepared the firm to assist the City over the term of a new contract period. Additionally, Urban Design Ventures has worked with the City of Morgantown, the City of Wheeling, the City of Weirton, the City of Beckley, the City of Martinsburg, the City of Parkersburg, and the City of Huntington. Our firm has experience performing work for federal entitlement communities in the State of West Virginia.

II. WORK PLANS –

The following is Urban Design Ventures' proposed scope of work for the requested items found in the City of Charleston's request for Expression of Interests:

A. The Home Program:

- **HOME ARP Technical Assistance –** UDV staff members are currently preparing several HOME ARP Allocation Plans and applications for client communities: City of Pittsburgh, PA, City of Reading, PA, etc. Staff members will meet with City staff to determine the goals of the program and create a needs assessment. UDV staff members will be available to promptly begin work on the City's HOME ARP Program. The following is our proposed methodology to prepare and submit the HOME ARP application:
  - **Consultation:** Urban Design Ventures will consult with the CoC serving within the City of Charleston.
    - The CoC includes homeless and domestic violence service providers, veterans' groups, public housing agencies, etc.
    - Urban Design Ventures will consult with the PHA and CoC servicing the City of Charleston.
    - UDV will schedule online consultations with the CoC and PHA and summarize all feedback.
    - Our staff will prepare an on-line survey of all the agencies serving the homeless.
    - Survey results will be summarized and provided to the City in considering its proposed allocation.
    - UDV will take note of the HOME-ARP eligible activities currently taking place within the CoC and PHA.

- UDV will summarize the consultation process and list the organizations consulted and their feedback for the allocation plan.

- **Public Participation:** UDV will prepare documentation and attend all public hearings before the finalization of the allocation plan with the assistance of our in-house social worker.
  - UDV will fulfill the HUD guidelines and assist in conducting public hearings during the planning and development of the allocation plan.
  - UDV will work with the City in scheduling the public hearings.
  - UDV will provide all necessary paperwork for the public hearings, including advertisements, agendas, summary of minutes, sign-in sheets, and copies of the proposed Allocation Plan.
  - UDV will also prepare advertisements for residents to submit written comments if they cannot attend the public hearings.
  - UDV will also prepare an on-line survey for residents to submit with their comments, thoughts, and ideas.
  - Participating Jurisdictions must provide notice and opportunity to comment on the allocation plan for no less than 15 calendar days.
  - UDV will summarize the public participation method, comments, and responses and include this in the allocation plan for final submittal to HUD.
- **Needs Assessment and Gaps Analysis:** UDV will evaluate the size and demographics of the qualifying population, as well as the gaps within the City's current shelter and housing inventory. The gaps analysis will quantify the difference between available resources and qualifying population.
  - UDV will utilize American Census Survey (ACS) for demographic information.
  - Our firm will consult with the CoC and PHA for the population of shelters and affordable Housing resources available.
  - UDV will take inventory of rental households to assess rental units at risk.

- UDV will review Point in Time Count and also review the most up to date CoC Application.
- UDV Staff will also review the Sage Reports numbers and services assisted with the ESG and ESG-CV funds for 2020 as part of the CAPER.
- UDV will complete the Tables for Homeless Needs Inventory and Housing Needs Inventory.

▪ **Determination of Activities:** After consultations, public participation, and needs assessment, UDV will recommend eligible activities for the City to utilize its HOME-ARP grant, broken down into the following categories:
  - Supportive Services
  - Acquisition and Development of Non Congregate Shelters
  - Tenant Based Rental Assistance
  - Development of Affordable Rental Housing
  - Non-Profit Operating (HUD guidelines limit 5% of HOME-ARP to this activity).
  - Non-Profit Capacity Building (HUD guidelines limit 5% of HOME-ARP to this activity).
  - Administration and Planning (HUD guidelines limit 15% of HOME-ARP to this activity).
  - The City of Charleston will determine which activities to fund and the percentages of the allocation. This is similar to the City's Annual Action Plans that UDV assists the City with each year.

▪ **Production Housing Goals:** UDV will calculate the number of qualifying affordable rental housing units under the HOME-ARP allocation. UDV will consult with the City to determine effective rental housing production. Our staff will prepare the narrative describing the specific rental affordable rental housing production goals the City hopes to achieve.
  - Based on the survey results and an analysis of the resources, the gap in affordable housing will be summarized.
  - Housing production will also be identified by type of development entity (profit & non-profit).

- **Preferences:** UDV will provide the City with the data for its review and recommend preferences for the qualifying populations.
  - UDV will identify the needs of qualifying populations and recommend to the City appropriate allocations. The following demographics are the HOME ARP qualifying populations:
    - Homeless
    - At risk of Homelessness
    - Fleeing or Attempting to Fee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking
    - Families Requiring Services
  - Per HUD guidelines, preferences among at risk demographics is not required for the allocation plan. UDV will advise the City on the regulations which follow from establishing preferences or not establishing preferences.
  - UDV will identify the populations in need of allocation of funds.
  - UDV will provide all background data for the City to allocate funds.
  - UDV will provide written justifications for the eligible preferred populations receiving funds.
- **Refinancing:** UDV will prepare refinancing guidelines if the City chooses to refinance existing debt secured by multifamily rental housing rehabilitated with HOME-ARP funds.
- **Final Document:** Per HUD guidelines, we will submit the Allocation Plan as an amendment to the FY 2021 Annual Action Plan. UDV will prepare an attachment to be submitted through the eCon Planning Suite. One (1) hard copy and one (1) electronic copy will be provided to the City.

- **Policy and Procedures Housing Rehabilitation Program –** UDV staff members will review the existing departmental standard operating procedures to make revisions and suggestions. UDV will provide samples of similar work for City staff to determine their preferred format. UDV will create an concise, informational manual for the use of the City staff. UDV will create an appendix which will include current up to date documentation which the City can update in the future.

- **Program Changes for the HOME Program –** Our staff will meet with City staff members to determine the extent of the proposed changes for the City's HOME Program. UDV staff will suggest appropriate changes to meet the needs and goals of the City. UDV provides technical assistance for CDBG and HOME Programs on an as needed basis and will meet with Staff members over their teleconference software of choice. Our firm will recommend the best

- **Policy and Procedures Manual for CDBG and HOME Programs -** UDV staff offer their knowledge and experience in training client community staff. Our firm has prepared Policies and Procedure Manuals for the following Federal Entitlement Communities: City of Pittsburgh, PA; City of McKeesport, PA; City of Johnstown, PA; Township of Abington, PA; Lehigh County, PA; City of Weirton, WV; City of Roswell, GA; City of New Bern, NC; City of Hartford, CT; City of Fayetteville, NC; etc. UDV will review the existing departmental standard operating procedures and make any needed revisions and suggestions.

- **Infill Housing Plan –** Our firm has completed Neighborhood Revitalization Strategy Area Plans for the City of McKeesport, PA; the City of East Chicago, IN; the City of Jeannette, PA; the City of Fayetteville, NC; Cumberland, NC; and the City of Rockford, IL. Our staff will meet with the City to determine the magnitude of the Infill Housing Plan and determine a timeline to perform the work requested.

B. Annual Action Plans:

- UDV will prepare the FY 2022, FY 2023, and FY 2024 Annual Action Plans for the City of Charleston. The Annual Action Plan will be developed using the latest eCon Planning Suite in IDIS. The following is our firm's proposed methodology for the completion of the Annual Action Plan:
  - **Form HUD – 424 and 424D.** We will complete the HUD forms for approval and signature by the appropriate City Officials. Other resources that will be utilized by the City for leveraging and match obligations will be listed.
  - **Executive Summary.** Our staff will prepare the Executive Summary which will identify the available funds, strategies and objectives and activities to be undertaken.

- **Summary of Priorities, Goals, Budgets and Anticipated Accomplishments.** We will prepare a listing of the proposed new five year strategic initiatives to be outlined in the Five Year Plan, which initiatives will be under taken in each annual action plan, and the number of persons benefiting.
- **General Questions.** Our staff will address the HUD general questions in the latest IDIS format which will include a description of the geographic areas of the City, what was the basis used to allocate funds by geographic area, are funds being used to address underserved needs, and what resources are expected to be made available.
- **Managing the Process.** We will describe what agencies are administering programs, a description of the process used to develop the plan, and how improvements will be made to enhance coordination among agencies.
- **Citizen Participation.** Our staff will describe the citizen participation process used, we will prepare all the notices to be published in the local newspaper and we will prepare a summary of any written citizen comments.
- **Institutional Structure.** Our staff will describe what actions the City proposes to undertake in the development of the institutional structure.
- **Monitoring.** We will describe what actions the City will utilize to monitor its community development projects and sub-recipients.
- **Lead Based Paint.** A description will be made of what is the extent of lead based paint hazards in the City and what actions are being undertaken to reduce and abate lead based paint.
- **Specific Housing Objectives.** Our staff will prepare the listing of specific housing objectives by priority status and include a list of available resources.
- **Needs of Public Housing.** We contact the staff of the local Housing Authority and review their plans and needs of public housing, as well as preparing a description of the housing authority's performance rating.
- **Barriers to Affordable Housing.** We will prepare a narrative on previously identified barriers to affordable housing and what actions the City will take to remove, reduce, and eliminate those barriers to affordable housing.
- **Specific Homeless Prevention Elements.** We will address the following required areas and issues in the latest IDIS format, including: what sources of funds are available, what is the extent of homelessness and chronic homelessness in the City, what programs are in place or

proposed to prevent homelessness, what are the discharge policies from state institutions and how is it being coordinated, what are the transitional housing resources, what are the permanent supportive housing resources, and what are the other special housing needs in the City.

- **Community Development.** Our staff will prepare the required narrative on what are the priority community development needs and we will describe the community development objectives.
- **Antipoverty Strategy.** We will prepare a narrative on what actions the City will undertake to reduce the number of persons living in poverty.
- **Non-Homeless Special Needs.** We will prepare the outline of what are the City's non-homeless special needs housing objectives and what resources will be used to address those needs.
- **Certifications.** We will download from HUD Exchange the latest certifications and complete them for signature by the Chief Elected Official.
- **Activity/Project Worksheets.** Our staff will prepare the individual project entries in IDIS for each activity to be funded; including the performance and outcome measures.
- **Final Document.** We will submit to HUD the Annual Action Plan through IDIS. One (1) hard copy and one (1) electronic copy will be provided to the City

C. Five Year Consolidated Plan:

- Five Year Consolidated Plans are similar in structure to Annual Action Plans. UDV will follow a similar methodology for the FY 2025-2029 Consolidated Plan:
  - **Executive Summary.** A brief summary of the program, the goals and objectives, sources of funds, etc. will be prepared.
  - **Identification of Lead Entity or Agency Which Will Be Responsible for the Development of the Plan.** The administrative structure needed to implement the Plan will be described along with the roles and responsibilities.
  - **Housing and Homeless Needs Assessment.** The estimated housing needs over the five (5) year period will be described using the latest U.S. Census data, American Community Survey, the updated Census Reports, the HUD-CHAS data tables, local studies and information obtained from meetings and interview. Categories of persons affected

and estimated numbers and types of families in need of housing assistance will be listed.

- The City's housing needs will be described for the extremely low-income, very low-income and low-income families for renters and homeowners: the elderly, large families, small families, and persons with disabilities.
- The housing needs will be described for persons/families that are cost overburdened, large families who are residing in overcrowded conditions and substandard housing conditions in which low-income persons/families are residing for both renters and homeowners, compared to the overall housing conditions in the surrounding area and the State.
- The nature and extent of homeless persons in the City will be documented using information obtained from social service agencies and operators of emergency shelters, transitional shelters and supportive housing providers.
- A housing needs assessment will be included for persons with HIV and AIDS based on available data from agencies.
- An estimate of the housing units in the City that contain a lead-based paint hazard, including the number of low-income occupants of these housing units will be shown.

▪ **Housing Market Analysis.** Our firm will undertake a housing study to determine the significant characteristics of the local housing market for the City, including supply, demand, condition, cost, and availability of housing.

  - Areas with concentrations of racial/ethnic minorities and low- income families, will be graphically shown on maps.
  - The number of public housing units and Federally assisted housing units, their physical condition, waiting list, and plans for improving management and operations of public housing will be described. We will identify the public housing developments outlined in the PHA's Comprehensive Grant Program.
  - Homeless facilities for emergency shelter, transitional housing, permanent supportive housing and housing needs will be described. The plan will also describe the

special housing needs, facilities and services for persons who are returning to the community from institutions.
  - The barriers to affordable housing such as public policies and the cost or incentives needed to develop, maintain or improve affordable housing will be included.

- **Strategic Plan.** We will list the City's general priorities for allocating funds geographically within the City of Charleston. UDV will describe the basis for assigning the priority, identify any obstacles to meeting underserved needs and summarize these priorities and specific objectives. For each specific objective UDV will identify proposed accomplishments in quantitative terms.
  - Priorities for the Strategic Plan will be prepared in the HUD required format, describing the basis for assigning priority.
  - UDV will prepare specific objectives and how the local housing market will influence the use of funds.
  - We will prepare the homeless needs table and description of the local's strategy.
  - Special needs housing for the frail elderly, disabled, persons with HIV/AIDS, etc. will also be listed.
  - Priorities for non-housing community development needs will be incorporated into the Strategic Plan. This will include public facility improvements and economic development activities.
  - UDV will describe the strategies to address and eliminate any barriers to affordable housing, actions to eliminate and reduce lead-based paint hazards and reduce the number of poverty level families.
  - Descriptions will be provided of the institutional structure, activities to enhance coordination between public and private housing providers and public housing resident initiatives.
- **Consultation/Survey.** Through the planning process our firm will meet with the City's staff and local officials, City and local agencies, authorities, and stakeholders.
- **Community Development Staff –** we will interview and meet with the local staff and personnel to ascertain needs and priorities for economic development projects.

- **Other Departments, Local Officials, Agencies, Authorities –** separate meetings will be held with individuals, departments, authorities, commissions, and agencies to obtain their input.
- **Resident Survey –** our firm will prepare an online resident survey, for the local jurisdiction to place on its website to make copies to distribute to residents.
- **Stakeholder Meetings –** we will organize, with the City's staff assistance, a series of round-table discussions for citizen input from various stakeholders in the area. Various groups will be invited to separate meetings: i.e. housing providers, social service agencies, economic development agencies, local neighborhood citizen organizations, planning agencies, local officials, financial institutions, etc. UDV will prepare a sample questionnaire to be provided to each stakeholder agency prior to the meeting.
- **Citizen Participation.** UDV will work with the City's staff and local officials to follow its Citizen's Participation Plan and make recommendations, any updates, or changes as may be required.
- **Public Hearings –** UDV will prepare the required public advertisements of the two (2) required public hearings and will attend the public hearings and we will provide the necessary documentation for approval of the Plan.
- **Approval Process.** We will be in contact with the City's staff during the planning process. We will provide status reports and "draft" sections of the Five Year Consolidated Plan for review. We will present our preliminary findings and discussion of needs. The City Officials and others will be asked to establish priorities. UDV will provide the local staff with a "draft" plan prior to the second public hearing. We will be available to assist the staff to prepare for their presentation for approval. UDV will address all questions and concerns and make the necessary adjustments to the plan prior to final adoption.
- **Final Document.** We will submit to HUD the Five Year Consolidated Plan through IDIS. One (1) hard copy and one (1) electronic copy will be provided to the City.
- **FY 2025 Annual Action Plan.** The Annual Action Plan will be included in the Five Year Consolidated Plan

D. Consolidated Annual Performance and Evaluation Report(CAPER):

- UDV will prepare an annual CAPER for FY 2021, 2022, 2023, and 2024. UDV will preform the following work for each annual CAPER:
  - **Executive Summary.** Our staff will prepare the Executive Summary which will identify the available funds, strategies and objectives, and activities that were undertaken.
  - **General Questions.** Our staff will address the HUD general questions in the latest IDIS based format which will include: assessment of the annual action goals; changes to the program; affirmatively furthering fair housing; obstacles to meeting underserved needs; and the leveraging of resources.
  - **Managing the Process.** We will describe what actions were taken to administer programs and to ensure compliance.
  - **Citizen Participation.** Our staff will describe the citizen participation process used, we will prepare all the notices to be published in the local newspaper. We will prepare a summary of any citizen comments provided by the City.
  - **Institutional Structure.** Our staff will describe what actions the City undertook to improve the institutional structure.
  - **Monitoring.** We will describe what actions the City used to monitor its community development projects, sub-recipients, the results of monitoring visits, and a self-evaluation.
  - **Lead Based Paint.** A description will be made of what actions were undertaken to reduce and abate lead based paint in housing.
  - **Housing Needs.** We will prepare the narrative on what actions were taken to foster and maintain affordable housing.
  - **Specific Housing Objectives.** Our staff will prepare the listing of specific housing objectives by priority status, a discussion on Section 215 affordable housing, and what is the worst-case housing, and housing for the disabled.
  - **Public Housing Strategy.** We will discuss with the staff of the Local Housing Authority and review their plans and needs of public housing residents, as well as preparing a description of the resident initiatives.
  - **Barriers to Affordable Housing.** We will prepare a narrative on the barriers to affordable housing and what

actions the City took to remove, reduce and eliminate those barriers to affordable housing.

- **Homeless Needs.** We will describe what the City is doing to address homeless needs, provide a description of the transition to permanent housing, and document any new Federal resources obtained from the SuperNOFA.
- **Specific Homeless Prevention Elements.** We will address this issue in the latest IDIS based format of what actions were undertaken.
- **Community Development.** Our staff will prepare the required narratives on the following:
  - Assessment of CDBG Goals and Objectives
  - Changes in Program Objectives
  - Efforts in Carrying Out Planned Actions
  - Funds Not used for National Objectives
  - Anti-displacement and Relocation
  - Low/Mod Job Activities
  - Low/Mod Limited Clientele Activities
  - Program Income Received
  - Prior Period Adjustments
  - Loans and Other Receivables
  - Lump Sum Agreements
  - Housing Rehabilitation
  - Neighborhood Revitalization Strategy Areas
- **Antipoverty Strategy.** We will prepare a narrative on what actions the City undertook to reduce the number of persons living in poverty.
- **Non-Homeless Special Needs.** We will prepare the outline of what are the City's non-homeless special needs housing objectives and what resources were used to address those needs.
- **HOME Program.** We will prepare the required narrative to address the HOME Program for the City of Charleston, including the preparation of the HOME Match Log.
- **Section 3 Report.** Our staff will assist the City's staff in preparing and reviewing the report for compliance with the regulations.
- **IDIS Reports.** Our firm will assist the City's staff in downloading the IDIS reports and reviewing the reports for compliance. Since the Annual Action Plans will be done in the eCon Planning Suite, UDV will prepare the CAPERs using the eCon Planning Suite.
- **Final Document.** UDV will submit the document to HUD through IDIS. We will provide the City with one (1) hard copy and one (1) electronic copy.

E. Annual Environmental Review Records (ERRs):

- Our firm has had almost 20 years of experience in preparing ERRs in accordance with the N.E.P.A. guidelines. Our policy is to initiate the ERR process, as soon as pratical after submission of any Federal Entitlement project. The goal is to obtain the release of funds immediately following the beginning of the client's program year. In accordance with the N.E.P.A. guidelines our apporach is as follows:
  - Determine which projects/activities are exempt, categorically excluded (subject to and not subject to), and those that need to be assessed.
  - Preparation of and submission to the VA SHPO of CEST and assessed projects/activities using the SHPO forms online.
  - Provide any additional documentation or clarification to the SHPO to satisfy the Section 106 Consultation Process.
  - Prepare letters to various agencies for their review and approval of all assessed projects/activities.
  - Prepare the Environmental Assessment Determination and Compliance finding forms.
  - Prepare the Environmental Review for Activity/ Project that is exempt or Categorically Excluded Not Subject to Section 58.5 Form.
  - Convert the CENST projects/activities to exempt.
  - Prepare the newspaper notices for Findings of No Significant Impact (FONSI) and the Request for Release of Funds (RROF).
  - Prepare the HUD forms for the release of funds.
  - Preparation of the ERR binder.

F. Additional Planning Services:

- **Updating Required Plans –** UDV staff will remain available to perform any and all additional technical services the City of Charleston may request. Staff members have prepared 73 Analyses of Impediments to Fair Housing across several States. In additional to the Section 3 requirements of Annual Action Plans and Consolidated Plans, UDV has prepared 4 Section 3 Plans for client communities. UDV staff are more than qualified to perform the tasks required by the City of Charleston.

- **CDBG and HOME Technical Assistance –** UDV staff members will provide CDBG and HOME Technical Assistance on as needed basis. Staff members can be reached by phone, at any time, or video chat, by scheduling a time.

- **Citizen Participation Plan –** UDV will assist the City of Charleston in meeting the Citizen Participation requirements for work elements. Staff members will prepare Public Hearing Notices and the documents for Public Hearings, including the agenda, sign-in sheets, and summary of minutes. UDV will prepare FONSI for ERRs.

- **Additional Applications –** Staff members will research additional grants and programs for the City to pursue. UDV will prepare findings for the City to review and determine if the City will pursue funding. Staff will familiarize themselves with the program and assist the City in applications and management.

III. PARTICIPATION BY SMALL, MINORITY, WOMEN, OR SECTION 3 FIRM –

A. Small Business Firms:

The firm of Urban Design Ventures, LLC qualifies as a small business firm. UDV is independently owned; not dominant in its field of operations; and is not an affiliate or subsidiary of a business that is dominant in its field of operations.

Furthermore, Urban Design Ventures, LLC meets the size standards established in 13 CFR 121 in that the company has less than 25 employees and an annual sales volume less than $2,500,000.

B. Business Certification Form:

Attached is a completed certification form attesting to our firm being classified as a small business.

URBAN DESIGN VENTURES
BUILT ON EXPERIENCE

SMALL BUSINESS CERTIFICATION

I, Walter J. Haglund, the principal/owner of Urban Design Ventures, LLC, do hereby certify that the business qualifies as a small business enterprise as defined by the U.S. Department of Housing and Urban Development (HUD) in 13 CFR 121.

Employer Tax I.D. Number: 06-1648008.

IN WITNESS THEREOF, I have hereunto set my hand this 11th day of April 2022.

URBAN DESIGN VENTURES, LLC

By: ______________________ Date: April 11, 2022

Walter J. Haglund, AIA
President/Principal

Witness: ______________________ Date: 4/11/22

Karl M. Haglund,
Vice President/Treasurer/Principal

212 East 7th Avenue, Homestead, PA 15120 | Phone: (412) 461-6916 | Fax: (412) 461-6920 | www.urbandesignventures.com

IV. COMPENSATION –

A. Hourly Fee Schedule:

The following hourly rates would apply for all implementation and technical services provided on an as needed basis.

- Walter J. Haglund, President $160.00/hr.
- Karl M. Haglund, Vice President $150.00/hr.
- Jon G. Haglund, Dir. of Comm. Dev. $135.00/hr.
- David G. Jordan, Dir. of Housing $135.00/hr.
- Christopher Fletcher, Dir. of Planning $135.00/hr.
- Gavin F. O'Connor, Grants Manager $ 80.00/hr.
- Michael S. Long, Comm. Dev Specialist $ 80.00/hr.

There are no other reimbursable direct expenses or additional costs that would be charged to the City. All costs are included in the hourly rates or lump sum amounts.

B. Compensation per Work Element:

The following are the firm's proposed compensation for the various tasks:

- HOME ARP Application = $28,000
- Redesign Policy and Procedures for City's Housing Rehabilitation Program = Hourly Rates
- Redesign and Develop changes to the City's HOME Program = Hourly Rates
- Preparation of Policies & Procedures Manual = $25,000
- Annual Action Plan = $13,500
- Five Year Consolidated Plan = $32,500
- Annual CAPER = $12,500

- Environmental Review Records. The following are our fees for the various levels of individual environmental reviews:
  - Exempt Activity = $650
  - Categorically Excluded Activity Not Subject to Part 58 = $650
  - Categorically Excluded Activity Subject to Part 58 = $1,500
  - Multi-year Activities (Broad Level Tiered Review) = $1,750
  - Completion of Multi-year Checklist for Non-Specific Activities = $500 to $1,000
  - Environmental Assessment (EA) Activity = $2,000 for Non-Residential Projects & UDV Hourly Rates for Residential Projects
- Technical Assistance = Hourly Rates

Resolution No. 635-22

Introduced in Council: Adopted by Council:

May 2, 2022 ____________ ____________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 635-22 - Authorizing the Mayor or City Manager to enter into an on-call consulting contract with Urban Design Ventures, LLC, in the amount not to exceed $40,000, to perform the services enumerated in Exhibit A, attached hereto.

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

That the Mayor or City Manager is authorized to enter into an on-call consulting contract with Urban Design Ventures, LLC, in the amount not to exceed $40,000, to perform the services enumerated in Exhibit A, attached hereto.

Resolution No. 25-054

Introduced in Council: Adopted by Council:

June 16, 2025

Introduced by: Referred to:

Joseph Jenkins Finance

Whereas, on May 2, 2022, by Resolution 635-22, following a request for expressions of interest and selection recommendation by an evaluation committee, City Council authorized an on-call consulting contract with Urban Design Ventures, LLC (“UDV”), to provide consulting services to MOECD for a variety of larger projects through 2029; and

Whereas, the proposal from UDV included project-specific costs for upcoming MOECD activity, including among other things its ARP HOME Application, its five-year consolidated plan, and its analysis of impediments planning services; and

Whereas, the Resolution authorized the contract in an amount not to exceed $40,000.00, which was sufficient to pay for the HOME ARP application assistance, the major consulting project needed at the time of passage; and

Whereas, MOECD has requested further consulting services from UVD to assist with the analysis of impediments and the creation of its five-year consolidated plan, which would exceed the authorization amount previously approved by City Council; and

Therefore, MOECD requests City Council to authorize the additional expenditures for these consulting projects under the existing contract with UVD in an amount not to exceed $32,500 for preparation of the five-year consolidated plan and an amount not to exceed $24,000 for preparation and development of the Analysis of Impediments.

Resolution No. 25-054 – Authorizing the Mayor or City Manager to engage Urban Design Ventures, LLC for additional consulting services anticipated under the existing contract in a total additional amount not to exceed $56,500.00.

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

That the Mayor or City Manager is authorized to engage Urban Design Ventures, LLC for additional consulting services anticipated under the existing contract in a total additional amount not to exceed $56,500.00.

THE CITY OF CHARLESTON

SEWERAGE SYSTEM
BOND SUPPLEMENTAL ORDINANCE

BILL NO. 8056

4914-2670-5938.v3-5/28/25

THE CITY OF CHARLESTON
SEWERAGE SYSTEM
BOND SUPPLEMENTAL ORDINANCE

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Bill No. 8056

Introduced in Council: Passed by Council:

June 2, 2025_______________

Introduced by: Referred to:

Joseph Jenkins_____________ **Finance**___________________

Bill No. 8056 - A Bill supplementing Ordinance No. 4423 passed by the Council of The City of Charleston, West Virginia, on March 6, 1989, as supplemented by Ordinance No. 4506 passed by the Council on November 6, 1989, by Ordinance No. 4954 passed by the Council on May 3, 1993, by Ordinance No. 6276 passed by the Council on September 3, 1996, by Ordinance No. 6349 passed by the Council on June 2, 1997, by Ordinance No. 6532 passed by the Council on November 16, 1998, by Ordinance No. 6544 passed by the Council on February 1, 1999, by Ordinance No. 6670 passed by the Council on February 5, 2001, by Ordinance No. 6777 passed by the Council on March 19, 2001, by Ordinance No. 6948 passed by the Council on November 4, 2002, by Ordinance No. 6977 passed by the Council on May 19, 2003, by Ordinance No. 7132 passed by the Council on March 7, 2005, by Ordinance No. 7490 passed by the Council on September 6, 2011, by Ordinance No. 7560 passed by the Council on February 19, 2013; by Ordinance No. 7680 passed by the Council on February 16, 2016; and by Ordinance No. 7866 passed by the Council on February 18, 2020, authorizing the design, acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of The City of Charleston; authorizing the issuance of not more than $30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, in one or more series as designated in the supplemental resolutions, of The City of Charleston, the proceeds of which, shall be used, along with other funds and moneys of, or available to, The City of Charleston which may be lawfully expended for such purposes, to permanently finance the cost of such design, acquisition and construction, to fund reserve accounts for such bonds and to pay other costs in connection therewith; providing for the rights and remedies of and security for the registered owners of such bonds; and adopting other provisions related thereto.

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

ARTICLE I
STATUTORY AUTHORITY, DEFINITIONS AND FINDINGS

Section 1.01. Authority of this Ordinance. This Ordinance is enacted pursuant to the provisions of Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act"), and other applicable provisions of law, and as a supplement to Ordinance No. 4423 passed by the Council of The City of Charleston (the "Council") on March 6, 1989, as supplemented by Ordinance No. 4506 passed by the Council on November 6, 1989, by Ordinance No. 4954 passed by the Council on May 3, 1993, by Ordinance No. 6276 passed by the Council on September 3, 1996, by Ordinance No. 6349, passed by the Council on June 2, 1997, and by Ordinance No. 6532 passed by the Council on November 16, 1998, by Ordinance No. 6544 passed by the Council on February 1, 1999, by Ordinance No. 6670 passed by the Council on February 5, 2001, by Ordinance No. 6777 passed by the Council on March 19, 2001, by Ordinance No. 6948 passed by the Council on November 4, 2002, by Ordinance No. 6977 passed by the Council on May 19, 2003, by Ordinance No. 7132 passed by the Council on March 7, 2005, by Ordinance No. 7490 passed by the Council on September 6, 2011, by Ordinance No. 7560 passed by the Council on February 19, 2013, by Ordinance No. 7680 passed by the Council on February 16, 2016, and by Ordinance No. 7866 passed by Council on February 18, 2020 (collectively, the "Prior Ordinances").

Section 1.02. Findings. It is hereby found, determined and declared as follows:

A. The City of Charleston, West Virginia (the "City" or the "Issuer"), now owns a sewerage system (the existing system, the Project, as hereinafter defined and any additions, extensions, and improvements thereto is hereinafter, the "System"), both within and without the corporate limits of the City, consisting of a sewage treatment plant or plants and its collecting, intercepting and outlet sewers, lateral sewers, drains, force mains, conduits, pumping stations and ejector stations and all other appurtenances, extensions, improvements and betterments necessary, appropriate, useful, convenient or incidental for the collection, treatment, purification and disposal in a sanitary manner of liquid and solid waste, sewage and industrial waste.

B. In accordance with Section 2 of the Act, the System is under the supervision and control of the Sanitary Board of the City (the "Sanitary Board").

C. The Sanitary Board has presented a petition to the City for the design, acquisition and construction of certain extensions, additions, betterments and improvements to the System (the "Project") as more fully described on Exhibit A, the enactment of this Ordinance and the issuance of the sewerage system revenue bonds (whether one or more series, the "Series 2025 Bonds") to pay the cost of the Project.

D. The estimated maximum cost of design, acquisition and construction of the Project is not to exceed $30,000,000 (including all financing related costs), which will be obtained from the proceeds of the Series 2025 Bonds herein authorized, from funds held in the Sanitary Board's Renewal and Replacement Fund and any other available funds.

E. The acquisition and construction of the System were financed or refinanced with proceeds of certain obligations of the City, which obligations are designated and have lien positions as follows:

	Designation	Lien Position
1.	$1,912,194 Sewer Revenue Bonds, Series 1989 A, dated March 21, 1989 (the "Series 1989 A Bonds").	First Lien
2.	$829,856 Sewer Revenue Bonds, Series 1989 C, dated November 21, 1989 (the "Series 1989 C Bonds").	First Lien
3.	$686,229 Sewerage System Revenue Bonds, 1999 Series A, dated June 22, 1999 (the "Series 1999 A Bonds").	First Lien
4.	$823,741 Sewerage System Revenue Bonds, 2001 Series B, dated May 22, 2001 (the "Series 2001 B Bonds").	First Lien
5.	$36,617,310 Sewerage System Revenue Bonds, Series 2005 A, dated May 5, 2005 (the "Series 2005 A Bonds").	First Lien
6.	$9,000,000 Sewerage System Revenue Bonds, Series 2008 A, dated June 26, 2008 (the "Series 2008 A Bonds").	First Lien
7.	$25,877,009 Sewerage System Revenue Bonds, Series 2011 A, dated December 13, 2011 (the "Series 2011 A Bonds").	First Lien
8.	$11,613,300 Sewerage System Revenue Bonds, Series 2013 A, dated March 27, 2013 (the "Series 2013 A Bonds").	First Lien
9.	$13,145,000 Sewerage System Revenue Bonds, Series 2016 A, dated September 22, 2016 (the "Series 2016 A Bonds").	First Lien
10.	$12,859,975 Sewerage System Revenue Bonds, Series 2020 A, dated May 7, 2020 (the "Series 2020 A Bonds").	First Lien

11.	$283,458 Supplemental Sewer Revenue Bonds, Series 1989 B, dated March 21, 1989 (the "Series 1989 B Bonds").	Second Lien
12.	$123,015 Supplemental Sewer Revenue Bonds, Series 1989 D, dated November 21, 1989 (the "Series 1989 D Bonds").	Second Lien
13.	$132,072 Sewerage System Revenue Bonds, 1999 Series B, dated June 22, 1999 (the "Series 1999 B Bonds").	Second Lien
14.	$30,492 Sewerage System Revenue Bonds, 2001 Series C, dated May 22, 2001 (the "Series 2001 C Bonds").	Second Lien
15.	$1,822,690 Sewerage System Revenue Bonds, Series 2005 B-1, dated May 5, 2005 (the "Series 2005 B-1 Bonds").	Second Lien

The Series 1989 A Bonds, the Series 1989 C Bonds, the Series 1998 A Bonds, the Series 1999 A Bonds, the Series 2001 B Bonds, the Series 2005 A Bonds, the Series 2008 A Bonds, the Series 2011 A Bonds, the Series 2013 A Bonds, the Series 2016 A Bonds and the Series 2020 A Bonds are collectively referred to as the "First Lien Bonds." The Series 1989 B Bonds, the Series 1989 D Bonds, the Series 1999 B Bonds, the Series 2001 C Bonds, and the Series 2005 B-1 Bonds are collectively referred to as the "Second Lien Bonds," which are subordinate and junior to the First Lien Bonds and the Series 2025 Bonds. The First Lien Bonds and the Second Lien Bonds are collectively referred to as the "Prior Bonds."

F. The City derives revenues from the System, and, except for the pledges thereof to secure and pay the Prior Bonds, said revenues are not pledged or encumbered in any manner.

G. It is necessary and essential to design, acquire and construct the Project, in multiple phases generally described on Exhibit A hereto and incorporated herein by reference, in order to preserve the public health, to be financed through the issuance of the Series 2025 Bonds, in one or more series, in the aggregate principal amount not to exceed $30,000,000 along with funds held in the Sanitary Board's Renewal and Replacement Fund (including financing costs). The period of usefulness of the System after completion of the Project is not less than 40 years.

H. The estimated revenues to be derived in each year after the enactment of this Ordinance from the operation of the System will be sufficient to pay all Operating Expenses of the System, the principal of and interest on the Prior Bonds and the Series 2025 Bonds and all funds and accounts and other payments provided for in this Ordinance and the Prior Ordinances.

I. The Series 2025 Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the form set forth in a Supplemental Resolution or as deemed necessary by the Registrar or the City.

J. All things necessary to make the Series 2025 Bonds, when authenticated by the Registrar and issued as in this Ordinance and the Supplemental Resolution provided, the valid, binding and legal special obligations of the City according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2025 Bonds, will be timely done and duly performed.

K. The enactment of this Ordinance, and the execution and issuance of the Series 2025 Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the City is a party or by which it may be bound or affected.

L. The City is a governmental unit; 95% or more of the Net Proceeds of the Series 2025 Bonds are to be used for local government activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City).

M. It is deemed necessary for the City to issue the Series 2025 Bonds in the aggregate principal amount of not more than $30,000,000 and to use funds held in the Sanitary Board's Renewal and Replacement Fund, to permanently finance the costs of design, acquisition and construction of the Project, fund capitalized interest, if any, fund the reserve account and pay costs of issuance. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; repayment of any interim financing notes; interest on the Series 2025 Bonds prior to and during construction or acquisition and for six months after completion of construction of the Project; engineering and legal expenses; expenses for estimates of cost and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense, any fees or expenses of the Original Purchaser, commitment fees, premiums for municipal bond insurance policy, debt service reserve account policy, or debt service reserve surety bond; letter of credit fees; underwriter's discount; rating agency fees; initial fees for the service of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2025 Bonds, and such other expenses as may be necessary or incidental to the financing herein authorized, the construction or acquisition of the Project and the placing of the same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the City or Sanitary Board for any amounts expended by it for allowable costs prior to the issuance of the Series 2025 Bonds or the repayment of the indebtedness incurred by the City or Sanitary Board for such purposes shall be deemed part of the Cost of the Project.

N. It is in the best interests of the City that the Series 2025 Bonds be sold to the Original Purchaser pursuant to the terms and provisions set forth in the Supplemental Resolution.

O. Prior to the issuance of the Series 2025 Bonds, the City shall obtain (i) a certificate from an independent certified public accountant stating that the coverage and parity tests of the First Lien Bonds have been met; and (ii) if required, the written consent of the registered owners, of the Prior Bonds to the issuance of the Series 2025 Bonds on a parity with the First Lien Bonds and senior and prior to the Second Lien Bonds. The Series 2025 Bonds shall be issued with a lien on the Net Revenues on a parity with the lien held by the registered owners of the First Lien Bonds, but the lien of the Series 2025 Bonds shall be senior and superior to the lien of the registered owners of the Second Lien Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the City which are secured by revenues or assets of the System.

P. The City has complied with all requirements of West Virginia law relating to the authorization of the design, acquisition, construction and operation of Project and the System and issuance of the Series 2025 Bonds, or will have so complied prior to the issuance of any of the Series 2025 Bonds.

Q. The City will not permit, at any time, any of the proceeds of the Series 2025 Bonds or any other funds of the City to be used directly or indirectly in a manner which would result in the inclusion of interest on the Series 2025 Bonds in the gross income of the owners thereof for federal income tax purposes.

R. The Project has been approved by the West Virginia Infrastructure and Jobs Development Council as required under Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended.

S. The City is simultaneously with the enacted of this Ordinance adopting a Project Ordinance, pursuant to 24-2-11 of the Code of West Virginia, 1931, as amended.

Section 1.03. Ordinance Constitutes Contract. In consideration of the acceptance of the Series 2025 Bonds authorized to be issued hereunder by those who shall own the same from time to time, the Ordinance shall be deemed to be and shall constitute a contract between the City and such Registered Owners, and the covenants and agreements herein set forth to be performed by the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Bonds issued hereunder, all of which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bond by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. Except as provided below, terms used in this Supplemental Ordinance have the meanings set forth in the Prior Ordinances, as supplemented by this Supplemental Ordinance, unless the context expressly requires otherwise.

"Act" means Chapter 16, Article 13 and Chapter 22C, Article 1 of the Code of West Virginia, 1931, as amended and in effect on the date of enactment of this Ordinance.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2025 Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the DEP under the Act.

"Authorized Officer" means the Mayor of the City or any other officer of the City specifically designated by ordinance or resolution of the Council of the City.

"Bond Counsel" means any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed by the City or the Sanitary Board, and shall initially mean Jackson Kelly PLLC, Charleston, West Virginia.

"Bond Purchase Agreement" or "Loan Agreement" means the Bond Purchase Agreement or Loan Agreement heretofore entered, or to be entered, into by and among the City, the Authority and the DEP, providing for the purchase of the Series 2025 Bonds from the City by the Authority, the form of which shall be approved, and the execution and delivery by the City authorized and directed or ratified, by the Supplemental Resolution.

"Bond Register" means the books of the City maintained by the Registrar for the registration and transfer of the Series 2025 Bonds.

"Bond Year" means the 12-month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year except that the first Bond Year shall begin on the Closing Date.

"Bondholder" or "Holder of the Bonds" or "Owner of the Bonds" or "Registered Owner" or any similar term means any person who shall be the Registered Owner of any Outstanding Bond as hereinafter defined.

"Bonds" means the Series 2025 Bonds, the Prior Bonds and any future bonds issued by the City for the System.

"Bonds Construction Trust Fund" means the Series 2025 Bonds Construction Trust Fund created by Section 4.01 hereof.

"Cash Working Capital Reserve" means the cash working capital reserve required by Chapter 24, Article 1, Section 1(k) on the Code of West Virginia, 1931, as amended.

"City Clerk" means the City Clerk of the City.

"Closing Date" means the date upon which there is an exchange of the Series 2025 Bonds for all or a portion of the proceeds of the Series 2025 Bonds from the Authority.

"Code" means the Internal Revenue Code of 1986, as amended, and the Regulations.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia which succeeds to the functions of the Commission.

"Consulting Engineers" means Burgess & Niple, Parkersburg, West Virginia, or any engineer or firm of engineers, licensed by the State, which shall at any time hereafter be retained by the City as Consulting Engineers for the System in accordance with Chapter 5G, Article 1 of the Code of West Virginia, 1931, as amended.

"Costs" or "Costs of the Project" means those costs described in Section 1.02(M) hereof to be a part of the cost of the design, acquisition, construction and financing of the Project.

"Council" or "City Council" means the Council of the City.

"Cross Cutter Authorities" means federal laws and authorities that apply by their terms to projects or activities receiving federal assistance.

"CWSRF Program" means the State's Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

"DEP" means the West Virginia Department of Environmental Protection or any other agency, board or department of the State that succeeds to the functions of the DEP.

"Depository Bank" means the bank or banks to be designated as such in the Supplemental Resolution, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access website, a service provided by the MSRB.

"FDIC" means the Federal Deposit Insurance Corporation and any successor to the functions of the FDIC.

"First Lien Bonds" means the bonds defined as such in Section 1.02(E).

"Fiscal Year" means each twelve month period beginning on July l and ending on the succeeding June 30.

"Governing Body" means the City Council of the Issuer, as it may now or hereafter be constituted.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Section 8.01 hereof).

"Infrastructure Council" means the West Virginia Infrastructure and Jobs Development Council or any successor thereto.

"Independent Accountants" or "Independent Certified Public Accountants" means any firm of certified public accountants which shall be retained by the City as independent accountants for the System.

"Issuer" means the City of Charleston, a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia in Kanawha County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Mayor" means the Mayor of the Issuer.

"Minimum Reserve" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2025 A Bonds in the then current or any succeeding fiscal year, unless amended by a subsequent Supplemental Resolution.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Proceeds" means the face amount of the Series 2025 Bonds plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Reserve Accounts.

"Net Revenues" means the balance of the Gross Revenues, remaining after deduction of Operating Expenses, as hereinafter defined.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs, the SRF Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Series 2025 Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Ordinance" means the Prior Ordinances, as previously defined, as supplemented by this Supplemental Ordinance and as further amended or supplemented. Unless the context clearly requires a different meaning, reference to "this Ordinance" in the Prior Ordinances means the Ordinance.

"Outstanding" when used with reference to Bonds, as of any particular date, describes all such Bonds theretofore and thereupon being authenticated and delivered, except (i) any such Bond canceled by the Registrar, at or prior to said date; (ii) any such Bond for the payment of which moneys, equal to its principal amount, with interest to the date of maturity of any such Bond, shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any such Bond deemed to have been paid as provided in Section 6.13 hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any such Bond registered to the City.

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

"Paying Agent" means the West Virginia Municipal Bond Commission or other entity designated as such for the Series 2025 Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the bonds as defined in Section 1.02(E) hereof.

"Prior Bonds Reserve Accounts" means, collectively, the respective reserve accounts created for the Prior Bonds, as more fully described and defined in the Prior Ordinances.

"Prior Ordinances" means, collectively, the Ordinances authorizing the Prior Bonds as set forth in Section 1.01 hereof.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account, all as determined by the Code.

"Project" means the extensions, additions, betterments and improvements to the existing sewerage system of the City described in Exhibit A attached hereto.

"Project Ordinance" means the Ordinance relating to the Project as described in Exhibit A attached hereto, to be adopted by the City, pursuant to 24-2-11 of the Code of West Virginia 1931, as amended, simultaneously with this Bond Ordinance.

"Purchase Price," for the purpose of computation of the Yield of the Series 2025 Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Series 2025 Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Series 2025 Bonds of each maturity is sold or, if the Series 2025 Bonds are privately placed, the price paid by the first buyer of the Series 2025 Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Series 2025 Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Series 2025 Bonds.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

(f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended; and

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

"Registrar" means the entity named as such in the Supplemental Resolution.

"Regulations" means the temporary and permanent regulations promulgated under the Code.

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by the Prior Ordinances and continued by Section 4.01 hereof.

"Reserve Accounts" means, collectively, the respective Reserve Accounts created for the Prior Bonds and the Series 2025 Bonds.

"Reserve Fund Requirements" means the amount required to be on deposit in the Reserve Accounts of the Series 2025 Bonds and the Prior Bonds, if any.

"Revenue Fund" means the Revenue Fund established by the Prior Ordinances and continued by Section 4.01 hereof.

"Second Lien Bonds" means the bonds defined as such in Section 1.02(E) hereof.

"Series 2025 Bonds" means the not more than $30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds of the City, authorized by this Ordinance to be issued in one or more series as designated in a Supplemental Resolution. If issued in more than one series, the letter and date designations of the Series 2025 Bonds shall be as set forth in the Supplemental Resolution.

"Series 2025 Bonds Reserve Account" means, collectively, one or more reserve accounts for the Series 2025 Bonds established by Section 4.02 hereof.

"Series 2025 Bonds Reserve Requirements" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2025 Bonds in the then current year or any succeeding year.

"Series 2025 Bonds Sinking Fund" means collectively, one or more sinking funds for the Series 2025 Bonds established by Section 4.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds created for the Prior Bonds and the Series 2025 Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the Bond Purchase Agreement for the Series 2025 Bonds.

"State" means the State of West Virginia.

"Supplemental Ordinance" or "this Ordinance" means this ordinance as hereafter amended or supplemented.

"Supplemental Resolution" means any resolution, ordinance or order of the City supplementing or amending this Ordinance and, when preceded by the article "the", refers specifically to the supplemental resolutions authorizing the sale of one or more series of the Series 2025 Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2025 Bonds and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 2025 Bonds or any other obligations of the City, including, without limitation, the Renewal and Replacement Fund, the Cash Working Capital Reserve, the Sinking Funds and the Reserve Accounts.

"System" means the complete existing sewerage system now owned by the City and managed by the Sanitary Board, consisting of a sewerage treatment and collection system, and shall include any extensions, additions, betterments and improvements thereto, including the Project, hereafter acquired or constructed for the sewerage system from any sources whatsoever, both within and without the City.

"Tap Fees" means the fees, if any, paid by prospective customers of the System in order to connect thereto.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Words importing the masculine gender include all other genders.

Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with general accepted accounting principles.

The terms "herein", "hereunder", "hereby", "hereto", "hereof" and any similar terms refer to this Ordinance; and the term "hereafter" means after the date of the enactment of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

ARTICLE II
AUTHORIZATION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO SYSTEM

Section 2.01. Authorization of Extensions, Additions, Betterments and Improvements. There is hereby authorized and ordered the design, acquisition and construction of the Project at an estimated cost of not to exceed $30,000,000 (including financing costs), in accordance with plans and specifications prepared by the Consulting Engineers, approved by the City, and on file in the office of the Sanitary Board.

Prior to the issuance of the Series 2025 Bonds, the City will have received bids for the design, acquisition and construction of the respective phase of the Project which are in an amount and otherwise compatible with the financing plan approved by the Sanitary Board.

ARTICLE III
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

Section 3.01. Authorization and Terms of Bonds. For the purposes of capitalizing interest on the Series 2025 Bonds, if any, funding the Reserve Account for the Series 2025 Bonds, paying Costs of the Project not otherwise provided for, paying costs of issuance of the Series 2025 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the Series 2025 Bonds of the City. The Series 2025 Bonds shall be issued in one or more series as set forth in the Supplemental Resolution, designated as "Sewerage System Revenue Bonds", in an aggregate principal amount of not more than $30,000,000. The Series 2025 Bonds shall be issued in such principal amounts, shall have the series designation, shall be dated as of the date of delivery thereof, shall bear interest at such rate or rates, not exceeding the then legal maximum rate, and shall mature at such times and in such amounts as shall be set forth in the Supplemental Resolution. The repayment of principal and interest on the Series 2025 Bonds shall be as set forth in the Supplemental Resolution. The Series 2025 Bonds shall contain such other terms, provisions, conditions and limitations, all as provided by this Ordinance and as the Council of the City shall prescribe by resolution (or by supplemental or amendatory ordinance of said Council as said Council shall determine) adopted in connection with the sale of such Bonds.

If the Series 2025 Bonds are sold to the Authority, they shall be payable as to principal at the office of the Paying Agent in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2025 Bonds shall be paid by check or draft mailed to the registered owner thereof at the address as it appears on the books of the Bond Registrar.

Each series of Series 2025 Bonds shall be issued in fully registered form, in such denominations and shall have such terms as set forth in the Supplemental Resolution. The Series 2025 Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bonds in aggregate principal amount equal to the amount of the Series 2025 Bonds then Outstanding, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of the Series 2025 Bonds.

Section 3.02. Execution of Bonds. The Series 2025 Bonds shall be executed in the name of the City by the Mayor and attested by the City Clerk, and the seal of the City shall be affixed thereto or imprinted thereon. In case any one or more of the officers who shall have signed or sealed any of the Series 2025 Bonds shall cease to be such officer of the City before the Series 2025 Bonds so signed and sealed have been sold and delivered to the Authority, such Series 2025 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2025 Bonds may be signed and sealed on behalf of the City by such person as, at the actual time of the execution of such Series 2025 Bonds, shall hold the proper office in the City, although at the date of such Series 2025 Bonds such person may not have held such office or may not have been so authorized.

Section 3.03. Authentication and Registration. No Series 2025 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in the Supplemental Resolution, shall have been duly manually executed by the Registrar. Any such executed Certificate of Authentication and Registration upon any such Series 2025 Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Ordinance. The Certificate of Authentication and Registration on any Bond shall be deemed to have been executed by the Registrar if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2025 Bonds issued hereunder.

Section 3.04. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2025 Bonds shall be, and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Registered Owner, in accepting any of said Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Registered Owner shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide owner for value.

So long as any of the Series 2025 Bonds remain Outstanding, the City, through the Registrar, shall keep and maintain books for the registration and transfer of the Series 2025 Bonds.

Bonds shall be transferable only upon the books of the Registrar, by the Registered Owner thereof in person or by the Registered Owner’s attorney duly authorized in writing, upon surrender thereto, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or the Registered Owner’s duly authorized attorney.

In all cases in which the privilege of exchanging Series 2025 Bonds or transferring Series 2025 Bonds is exercised, Bonds shall be delivered in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Registrar. For every such exchange or transfer of Bonds, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Registrar incurred in connection therewith, which sum or sums shall be paid by the City. The Registrar shall not be obliged to make any such exchange or transfer of Bonds during the 15 days preceding an interest payment date on the Series 2025 Bonds, or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Bonds to be redeemed.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2025 Bond shall become mutilated or be destroyed, stolen or lost, the City may, in its discretion, issue and deliver a new Series 2025 Bond in exchange and substitution for such mutilated Series 2025 Bond, upon surrender and cancellation of such mutilated Series 2025 Bond, or in lieu of and substitution for the Series 2025 Bond destroyed, stolen or lost, and upon the Registered Owner's furnishing the City proof of ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur and the Registrar shall authenticate the new Series 2025 Bond. All Series 2025 Bonds so surrendered shall be canceled by the Registrar and held for the account of the City. If such Series 2025 Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the City may pay the same, upon being indemnified as aforesaid, and, if such Bond be lost, stolen, or destroyed, without surrender therefor.

Any such duplicate Series 2025 Bonds issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the City, whether or not the lost, stolen or destroyed Series 2025 Bonds be at any time found by anyone, and such duplicate Series 2025 Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of security for payment from the revenues pledged herein with all other Series 2025 Bonds issued hereunder.

Section 3.06. Bonds not to be Indebtedness of the City. The Series 2025 Bonds shall not, in any event, be or constitute a corporate indebtedness of the City within the meaning of any statutory or constitutional limitations, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided on a parity with the First Lien Bonds but senior and superior to the Second Lien Bonds. No Registered Owner of the Series 2025 Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay the Series 2025 Bonds or any interest thereon.

Section 3.07. Bonds Secured by Pledge of Net Revenues. The payment of the debt service on the Series 2025 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System on a parity with the First Lien Bonds but senior and superior to the Second Lien Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 2025 Bonds and the Prior Bonds and to make the payments into the sinking funds and the reserve accounts therein and in the Renewal and Replacement Fund established herein or in the Prior Ordinances are hereby irrevocably pledged to the payment of the principal of and any interest on the Series 2025 Bonds and the Prior Bonds as the same become due.

Section 3.08. Form of Bonds. The text of the Series 2025 Bonds shall be in substantially the following forms, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Remainder of page intentionally left blank]

(FORM OF SERIES 2025 BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF CHARLESTON
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2025 (WEST VIRGINIA CWSRF PROGRAM)

No. AR-l $______

KNOW ALL MEN BY THESE PRESENTS: The __ day of _______, 2025, that THE CITY OF CHARLESTON, a municipal corporation organized and existing under the laws of the State of West Virginia in Kanawha County of said State (the "City"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _________________ DOLLARS ($_______), or such lesser amount as shall have been advanced to the City hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _______ 1, 20__, to and including ______ 1, 20__, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of __% (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing ______ 1, 20__, as set forth on said EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear interest at a rate of ___% per annum. Principal and interest installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the City, the Authority and the DEP, dated ________, 2025.

This Bond is issued (i) to pay, along with other funds available to the City, a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of the City (the "Project"); and (ii) to pay certain costs of issuance of the Series 2025 Bonds and related costs. The existing sewerage system of the City, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the City on ________, 2025, as supplemented by a Supplemental Resolution duly adopted by the City on ________, 2025 (the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2025 Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE CITY'S: $1,912,194 SEWER REVENUE BONDS, SERIES 1989 A, DATED MARCH 21, 1989 (THE "SERIES 1989 A BONDS"); $829,856 SEWER REVENUE BONDS, SERIES 1989 C, DATED NOVEMBER 21, 1989 (THE "SERIES 1989 C BONDS"); $686,229 SEWERAGE SYSTEM REVENUE BONDS, 1999 SERIES A, DATED JUNE 22, 1999 (THE "SERIES 1999 A BONDS"); $823,741 SEWERAGE SYSTEM REVENUE BONDS, 2001 SERIES B, DATED MAY 22, 2001 (THE "SERIES 2001 B BONDS"); $36,617,310 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A, DATED MAY 5, 2005 (THE "SERIES 2005 A BONDS"); $9,000,000 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2008 A, DATED JUNE 26, 2008 (THE "SERIES 2008 A BONDS"); $25,877,009 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2011 A, DATED DECEMBER 13, 2011 (THE "SERIES 2011 A BONDS"); $11,613,300 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A, DATED MARCH 27, 2013 (THE "SERIES 2013 A BONDS"); $13,145,000 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016 A, DATED SEPTEMBER 22, 2016 (THE "SERIES 2016 A BONDS"); $12,859,975 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2020 A, DATED MAY 7, 2020 (THE "SERIES 2020 A BONDS"); AND SENIOR TO THE CITY'S $283,458 SUPPLEMENTAL SEWER REVENUE BONDS, SERIES 1989 B, DATED MARCH 21, 1989 (THE "SERIES 1989 B BONDS"); $123,015 SUPPLEMENTAL SEWER REVENUE BONDS, SERIES 1989 D, DATED NOVEMBER 21, 1989 (THE "SERIES 1989 D BONDS"); $132,072 SEWERAGE SYSTEM REVENUE BONDS, 1999 SERIES B, DATED JUNE 22, 1999 (THE "SERIES 1999 B BONDS"); $30,492 SEWERAGE SYSTEM REVENUE BONDS, 2001 SERIES C, DATED MAY 22, 2001 (THE "SERIES 2001 C BONDS"); AND $1,822,690 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 B-1, DATED MAY 5, 2005 (THE "SERIES 2005 B-1 BONDS").

The Series 1989 A Bonds, the Series 1989 C Bonds, the Series 1998 A Bonds, the Series 1999 A Bonds, the Series 2001 B Bonds, the Series 2005 A Bonds, the Series 2008 A Bonds, the Series 2011 A Bonds, the Series 2013 A Bonds, the Series 2016 A Bonds and the Series 2020 A Bonds are collectively referred to as the "First Lien Bonds." The Series 1989 B Bonds, the Series 1989 D Bonds, the Series 1999 B Bonds, the Series 2001 C Bonds, and the Series 2005 B-1 Bonds are collectively referred to as the "Second Lien Bonds," which are subordinate and junior to the First Lien Bonds and the Series 2025 Bonds. The First Lien Bonds and the Second Lien Bonds are collectively referred to as the "Prior Bonds."

This Bond is payable only from and secured by a pledge of the Net Revenues to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the First Lien Bonds, and from monies in the reserve account created under the Bond Legislation for the Series 2025 Bonds (the "Series 2025 Bonds Reserve Account") and unexpended proceeds of the Series 2025 Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitations, nor shall the City be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2025 Bonds Reserve Account and unexpended proceeds of the Series 2025 Bonds. Pursuant to the Bond Legislation, the City has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2025 Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Series 2025 Bonds, including the Prior Bonds. The City has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Series 2025 Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of [United Bank], Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to the payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the City, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the City for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, THE CITY OF CHARLESTON has caused this Bond to be signed by its Mayor and its corporate seal, if any, to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated the day and year first written above.

[SEAL]

____
Mayor

ATTEST:

____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2025 Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: ____________, 2025.

[__________],
as Registrar

____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	

TOTAL $____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto ____ the within Bond and does hereby irrevocably constitute and appoint ____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said City with full power of substitution in the premises.

Dated: _______________, ______.

____

In the presence of:

____

Section 3.09. Sale of Bonds; Approval and Ratification of Execution of Bond Purchase Agreement. The Series 2025 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Bond Purchase Agreement. If not so authorized by previous resolution, the Mayor is specifically authorized and directed to execute the Bond Purchase Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the City Clerk is directed to affix the seal of the City, attest the same and deliver the Bond Purchase Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Bond Purchase Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

Section 3.10. Bonds are Issued as Parity Bonds. The Series 2025 Bonds are issued as and shall constitute additional Parity Bonds in accordance with the Prior Ordinances. Prior to the issuance of the Series 2025 Bonds, the following must occur:

A. The City must receive the written consent of the Authority for the issuance of parity bonds.

B. The coverage and parity requirements of the Prior Ordinances must be satisfied.

C. The Series 2025 Bonds shall not be issued unless all the payments into the respective funds and accounts provided for in the Prior Ordinances on account of the Prior Bonds and any other payments provided for in the Prior Ordinances, shall have been made in full as required to the date of delivery of the Series 2025 Bonds.

Section 3.11. Persons Treated as Owners. The City, the Registrar, the Paying Agent and any agent of the City, the Registrar or the Paying Agent may treat the person in whose name any Bond is registered as the Registered Owner of such Series 2025 Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, whether or not such Series 2025 Bond is overdue.

Section 3.12. Delivery of Bonds. The City shall execute and deliver the Series 2025 Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2025 Bonds to the original purchaser upon receipt of the documents set forth below:

(A) If other than the Authority, a list of the names in which the Series 2025 Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(B) A request and authorization to the Registrar on behalf of the City, signed by an Authorized Officer, to authenticate and deliver the Series 2025 Bonds to the original purchaser;

(C) Copies of this Ordinance and the Supplemental Resolution certified by the City Clerk; and

(D) The unqualified approving opinion of Bond Counsel regarding the Series 2025 Bonds.

ARTICLE IV
APPLICATION OF BOND PROCEEDS; FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 4.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created (or continued) and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the City and from each other:

(1) Revenue Fund (established by Prior Ordinances);

(2) Renewal and Replacement Fund (established by Prior Ordinances);

(3) Cash Working Capital Reserve (established by Prior Ordinances); and

(3) Series 2025 Bonds Construction Trust Fund.

Section 4.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the City and from each other:

(1) Prior Bonds Sinking Funds (established by Prior Ordinances);

(2) Prior Bonds Reserve Accounts (established by Prior Ordinances);

(3) Series 2025 Bonds Sinking Fund; and

(4) Series 2025 Bonds Reserve Account.

Section 4.03. Application of Bond Proceeds. Upon the issuance and delivery of the Series 2025 Bonds, the City shall forthwith deposit the proceeds thereof as follows:

1. All interest accrued, if any, on the Series 2025 Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 2025 Bonds Sinking Fund and applied to payment of interest on the Series 2025 Bonds at the first interest payment date.

2. An amount of the proceeds of the Series 2025 Bonds equal to the amount, if any, set forth in the Supplemental Resolution shall be remitted to the Bond Commission for deposit in the Series 2025 Bonds Reserve Account; provided, that to the extent the Series 2025 Bonds Reserve Requirement is satisfied in whole or in part from a municipal bond debt serve reserve insurance policy, letter of credit, surety bond or other credit facility, proceeds of the Series

2025 Bonds shall be deposited in the Series 2025 Bonds Reserve Account only to the extent needed to satisfy the balance of the Series 2025 Bonds Reserve Requirement.

3. The balance of Series 2025 Bonds proceeds, if any, shall be deposited in the Series 2025 Bonds Construction Fund and disbursed as provided in Section 4.04 hereof.

Section 4.04. Disbursements From the Bond Construction Trust Fund. Except as provided in Section 4.03 hereof, disbursements from the Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Sanitary Board of the following:

A certificate, signed by the general manager of the Sanitary Board and the Consulting Engineers, stating that:

(A) None of the items for which the payment is proposed to be made has formed the basis for any disbursements theretofore made;

(B) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

(C) Each of such costs has been otherwise properly incurred; and

(D) Payment for each of the items proposed is then due and owing.

Pending such application, moneys in the Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the City.

Section 4.05. Funds and Accounts; Flow of Funds. Following the monthly payment of Operating Expenses, the City shall make monthly payments to the Commission for the Prior Bonds as required under the Prior Ordinances. The monthly payments to the Commission for the Series 2025 Bonds shall be as follows:

(1) Simultaneously with the interest payments made pursuant to the Prior Ordinances with respect to the First Lien Bonds, the City shall also deposit with the Commission in the Series 2025 Bonds Sinking Fund on the first day of each month, commencing 4 months prior to the first interest payment date of the Series 2025 Bonds, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2025 Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2025 Bonds Sinking Fund and the next quarterly interest payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(2) Simultaneously with the principal payments made pursuant to the Prior Ordinances with respect to the First Lien Bonds, the City shall also deposit with the Commission in the Series 2025 Bonds Sinking Fund on the first day of each month, commencing 4 months prior to the first principal payment date of the Series 2025 Bonds, an amount equal to 1/3rd of the amount

of principal which will mature and become due on the Series 2025 Bonds on the next ensuing principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2025 Bonds Sinking Fund and the next principal payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next annual or quarterly principal payment date, the required amount of principal coming due on such date.

(3) Simultaneously with the reserve account payments made pursuant to the Prior Ordinances with respect to the First Lien Bonds, the City shall also deposit with the Commission in the Series 2025 Bonds Reserve Account, if not fully funded upon issuance of the Series 2025 Bonds, on the first day of each month, commencing on the date provided in the Supplemental Resolution, an amount equal to 1/120th of the Series 2025 Bonds Reserve Requirement, until the amount in the Series 2025 Bonds Reserve Account equals the Series 2025 Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2025 Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2025 Bonds Reserve Requirement.

(4) The City shall next make the interest payments pursuant to the Prior Ordinances with respect to the Second Lien Bonds.

(5) The City shall next make the principal payments pursuant to the Prior Ordinances with respect to the Second Lien Bonds.

(6) The City shall next make the reserve account payments made pursuant to the the Prior Ordinances with respect to the Second Lien Bonds.

(7) The City shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2 1/2% of the Gross Revenues each month (as previously set forth in the Prior Ordinances and not in addition thereto), exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the City or of the Depository Bank and shall be invested and reinvested in accordance with the Ordinance. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, or improvements or extensions to the System; provided that, any deficiencies in any Reserve Account, except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof, shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

(8) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Cash Working Capital Reserve the amount required, if any, to fund or maintain the Cash Working Capital Reserve at the required level. All funds in the Cash Working Capital Reserve shall be kept separate and apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Cash Working Capital Reserve for such purposes as permitted by the laws and regulations of the State

in effect at such time.

Moneys in the respective Sinking Funds shall be used only for the purposes of paying principal of and interest on the respective series of Bonds as the same shall become due. Moneys in the respective Reserve Accounts shall be used only for the purposes of paying principal of and interest on the respective series of Bonds as the same shall become due, when other moneys in the respective Sinking Funds are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the respective Reserve Accounts shall be transferred, not less than once each year, to the Bonds Construction Trust Fund prior to completion of the Project and thereafter, to the respective Sinking Funds.

Any withdrawals from the respective Reserve Accounts which result in a reduction in the balance therein to below the applicable reserve requirement shall be subsequently restored from the first Net Revenues available after all required payments to the respective Sinking Funds for payment of debt service on the Series 2025 Bonds have been made in full.

As and when additional Bonds ranking on a parity with the Series 2025 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement therefor.

The City shall not be required to make any further payments into the Series 2025 A Bonds Sinking Fund or into the Series 2025 A Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2025 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2025 A Bonds Sinking Fund and the Series 2025 A Bonds Reserve Account created hereunder, and all required amounts shall be remitted to the Commission from the Revenue Fund by the City at the times provided herein.

The City shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

Moneys in the Sinking Funds and the Reserve Accounts shall be invested and reinvested by the Commission in accordance with Section 4.05 hereof.

If, on any monthly payment date, the revenues are insufficient to place the required amount in any of the funds or accounts as provided herein and in the Prior Ordinances, the deficiency shall be made up in subsequent payments, in addition to the payments which would otherwise be required to be made into the funds and accounts on subsequent payment dates.

Interest, principal or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the First Lien Bonds and the Series 2025 Bonds and thereafter, with respect to the Second Lien Bonds, in accordance with the respective principal amounts then Outstanding.

The City shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payments.

Except as provided above and in the Supplemental Resolution, all sinking fund, reserve account, and renewal and replacement fund payments shall remain as governed by the Prior Ordinances.

The Gross Revenues of the System shall only be used for purposes of the System.

All Tap Fees shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

Section 4.06. Investments. Any moneys held as a part of the funds and accounts created by this Ordinance, other than the Revenue Fund, shall be invested and reinvested by the Commission, the Depository Bank or such other bank or national banking association holding such fund or account, as the case may be, at the direction of the City in any Qualified Investments to the fullest extent possible under applicable laws, this Ordinance, the Prior Ordinances, the need for such moneys for the purposes set forth herein and the specified restrictions and provisions set forth in this Section 4.06.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount. The Commission, the Depository Bank or such other bank or national banking association, as the case may be, shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss of such liquidation. The Depository Bank or such other bank or national banking association may make any and all investments permitted by this section through its own investment or trust department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section (unless otherwise required by the Bond Insurer and as set forth in the Supplemental Resolution):

(A) Qualified Investments acquired for the Series 2025 Bonds Reserve Account shall mature or be subject to retirement at the option of the holder within not more than 5 years from the date of such investment.

(B) The City, through the Board, shall, or shall cause the Bond Commission to, annually transfer from the Series 2025 Bonds Reserve Account, during construction to the Construction Fund and thereafter to the Sinking Fund any earnings on the monies deposited therein and any other funds in excess of the Series 2025 Bonds Reserve Requirement; provided, however, that there shall at all times remain on deposit in the Series 2025 Bonds Reserve Account an amount at least equal to the Reserve Requirement for the Series 2025 Bonds as set forth in the Supplemental Resolution.

(C) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from the Series 2025 Bonds Reserve Account, whereupon it shall be valued immediately after such withdrawal. If amounts on deposit in the Series 2025 Bonds Reserve Account shall, at any time, be less than the applicable Series 2025 Bonds Reserve Requirement, the Bond Insurer, if any, shall be notified immediately of such deficiency, and such deficiency shall be made up from the first available Gross Revenues after required deposits to the Sinking Fund and otherwise in accordance with Section 4.03(3).

(D) All amounts representing accrued and capitalized interest shall be held by the Bond Commission, pledged solely to the payment of interest on the Series 2025 Bonds, as appropriate, and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(E) Notwithstanding the foregoing, all monies deposited in the Series 2025 Bonds Sinking Fund may be invested by the Bond Commission in the West Virginia "consolidated fund" managed by the West Virginia Investment Management Board pursuant to Chapter 12, Article 6C of the Code of West Virginia, 1931, as amended.

ARTICLE V
DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2025 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 2025 Bonds; or

(2) If default occurs in the City's observance of any of the covenants, agreements or conditions on its part relating to the Series 2025 Bonds set forth in this Ordinance, any supplemental resolution or in the Series 2025 Bonds, and such default shall have continued for a period of 30 days after the City shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Registered Owner of a Bond; or

(3) If the City files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(4) If an Event of Default occurs with respect to the Prior Bonds or the Prior Ordinances.

Section 5.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Series 2025 Bond or any Bond Insurer if the Series 2025 Bonds are insured may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the City to perform its duties under the Act and the Ordinance relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Series 2025 Bonds; (iv) by action at law or bill in equity require the City to account as if it were the trustee of an express trust for the Registered Owners of the Series 2025 Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Ordinance with respect to the Series 2025 Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2025 Bonds shall be on a parity with those of the Registered Owners of the First Lien Bonds and senior and prior to those of the Registered Owners of the Second Lien Bonds.

Section 5.03. Appointment of Receiver. Any Registered Owner of a Series 2025 Bond or any Bond Insurer if the Series 2025 Bonds are insured may, by proper legal action, compel the performance of the duties of the City under the Ordinance and the Act, including, the completion of the Project and the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to the Series 2025 Bonds, any Registered Owner of a Series 2025 Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the City, with the power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Series 2025 Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Ordinance and the Act.

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of the System and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the City exercise all the rights and powers of the City with respect to said facilities as the City itself might exercise.

Whenever all that is due upon the Series 2025 Bonds and interest thereon and under any covenants of this Ordinance for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Ordinance shall have been cured and made good, possession of the System shall be surrendered to the City upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the City and for the joint protection and benefit of the City and Registered Owners of the Series 2025 Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the System for the sole purpose of the protection of both the City and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Ordinance, and the title to and ownership of the System shall remain in the City, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE VI
ADDITIONAL COVENANTS OF THE CITY

All the covenants, agreements and provisions of the Prior Ordinances shall remain in full force and effect as long as the Prior Bonds and the Series 2025 Bonds are outstanding and shall apply to the Series 2025 Bonds as if fully set out herein. The following covenants are supplemental and in addition to the covenants set forth in the Prior Ordinances

<u>Section 6.01.</u> <u>Bonds not to be Indebtedness of the City</u>. The Series 2025 Bonds shall not be nor constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Registered Owner of the Series 2025 Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay the Series 2025 Bonds or the interest thereon.

Section 6.02. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Bonds. The payments required by the Series 2025 Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien of such Net Revenues in favor of the Holders of the First Lien Bonds and senior to the lien of the Second Lien Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2025 Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 6.03. Initial Schedule of Rates and Charges. The City has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and shall provide an opinion of counsel to the City of such effect. Such rates and charges shall be sufficient to comply with the requirements of the Bond Purchase Agreement and the City shall supply a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the City duly enacted on November 16, 2015, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2025 Bonds are outstanding, the City covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Bond Purchase Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2025 Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement, the City hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement.

The City shall diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid when due, shall become a lien on the premises served by the System. The City further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System, and any services and facilities of the water system, if so owned by the City, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the waterworks facilities are not owned by the City, the City will, to the extent allowed by law, use diligent efforts to enter into a termination agreement with the provider of such water, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 6.04. Sale of the System. So long as the Series 2025 Bonds and the Prior Bonds are outstanding and except as otherwise required by law or with the written consent of the DEP and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2025 Bonds, immediately be remitted to the Commission for deposit in the Renewal and Replacement Fund, and, with the written permission of the DEP and the Authority, or in the event the Authority is no longer a Bondholder, the City shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2025 Bonds. Any balance remaining after the payment of the Series 2025 Bonds and interest, if any, thereon shall be remitted to the City by the Commission unless necessary for the payment of other obligations of the City payable out of the revenues of the System.

The foregoing provision notwithstanding, the City shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the City shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the City shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the City if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The City shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 6.05. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 6.05 and Section 6.06 hereof, the City shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2025 Bonds. All obligations issued by the City after the issuance of the Series 2025 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2025 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the City shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2025 Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2025 Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The City shall give the DEP and the Authority prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants, or any other obligations related to the Project or the System.

Section 6.06. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2025 Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2025 Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the design, acquisition or construction of additions extensions, improvements or betterments to the System or refunding any outstanding Bonds, or both such purposes.

No Parity Bonds shall be issued at any time, unless there has been procured and filed with the City Clerk a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the City, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the City Clerk prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the City, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond over any other. The City shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2025 Bonds on such revenues. The City shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2025 Bonds.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation with respect to the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of the Parity Bonds, and the City then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 6.07. Books; Records and Audit. The City shall keep complete and accurate records of the cost of the Project. The City shall permit the DEP and the Authority, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The City shall submit to the DEP and the Authority such documents and information as they may reasonably require in connection with the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The City shall permit the DEP and the Authority, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of the Project, or, at any reasonable time following commencement of the Project.

The City will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the City relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the City. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Governing Body shall be reported to such agent of the City as the Governing Body shall direct.

The City shall file with the DEP, the Authority, or any other original purchaser of the Series 2025 Bonds, and shall mail in each year to any Holder or Holders of the Series 2025 Bonds, requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation, and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations outstanding.

The City shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in compliance with 2 CFR 200 Subpart F, or any successor thereto), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2025 Bonds, and shall submit said report to the DEP and the Authority, or any other original purchaser of the Series 2025 Bonds. Such audit report submitted to the DEP and the Authority shall include a statement that the City is in compliance with the terms and provisions of the Act, the Bond Purchase Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the City's Operating Expenses and debt service and reserve requirements.

The City shall permit the DEP and the Authority, or their agents and representatives, to enter and inspect the System at all reasonable times. Prior to, during and after completion of the Project, the City shall also provide the DEP and the Authority, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the DEP and the Authority with respect to the System pursuant to the Act.

The City shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in EXHIBIT E of the Bond Purchase Agreement for the Series 2025 Bonds or as promulgated from time to time.

<u>Section 6.08</u>. <u>Coverage Requirement</u>. Prior to the issuance of the Series 2025 Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the City Clerk, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the City hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2025 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2025 Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2025 Bonds Reserve Account and the reserve accounts for obligations on a parity with or junior to the Series 2025 Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2025 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2025 Bonds, including the Prior Bonds. In any event, the City shall not reduce the rates or charges for services described in Section 6.03.

Section 6.09. Operating Budget and Monthly Financial Report. The City shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the DEP and the Authority within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the City shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a professional engineer that such increased expenditures are necessary for the continued operation of the System. The City shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the DEP and the Authority and to any Holder of any Bonds, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the DEP and the Authority and to any Holder of any Bonds, or anyone acting for and on behalf of such Holder of any Bonds.

Commencing on the date the Contract is executed for the Project and for two years following the completion of the Project, the City shall each month complete a "Monthly Financial Report," a form of which is attached to the respective Bond Purchase Agreements, and forward a copy of such report to the DEP and the Authority by the 10th day of each month. During construction of Project, the City shall complete the Payment Requisition Forms and forward such forms to DEP in compliance with construction schedule.

Section 6.10. Engineering Services and Operating Personnel. The City will obtain a certificate of the Consulting Engineers in the form attached to the Bond Purchase Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the Infrastructure Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Infrastructure Council is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The City shall provide and maintain competent and adequate engineering services satisfactory to the Authority and the Infrastructure Council covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Infrastructure Council, the Authority and the City at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The City shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of the Bond Purchase Agreement before the Project is 50% complete.

Section 6.11. No Competing Franchise. To the extent legally allowable, the City will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.12. Enforcement of Collections. The City will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The City further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of any system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the water or sewer facilities are not owned by the City, the City shall enter into a termination agreement with the water and sewer providers, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 6.13. No Free Services. Except as required by law, the City will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the City, or any department, agency, instrumentality, officer or employee of the City shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the City and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 6.14. Insurance. The City hereby covenants and agrees that so long as the Series 2025 Bonds remain Outstanding, the City will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the City will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the City from claims for bodily injury and/or death and not less than $500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the City from claims arising out of operation or ownership of motor vehicles of or for the System.

(3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR.

(4) FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the City.

(5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the City.

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the City or the Governing Body having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

The City shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract. The City shall verify such bonds prior to commencement of construction.

Section 6.15. Mandatory Connections. The mandatory use of the sewerage facilities portion of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the City and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the PSC, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the City and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 6.16. Completion and Operation of Project; Permits and Orders. The City will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards. The City shall take all steps to properly operate and maintain the System and make the necessary replacements due to normal wear and tear so long as the Series 2025 Bonds are outstanding. All property interests constituting the Project and Project site shall at all times be and remain property of the City.

The City has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals required by State law and the Council necessary for acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Series 2025 Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the City shall provide an opinion of counsel to such effect.

The City shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia.

Section 6.17. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2025 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2025 Bonds and shall be on a parity with the First Lien Bonds and senior to the lien of the Second Lien Bonds.

Section 6.18. Compliance With Bond Purchase Agreement and Law. The City hereby covenants and agrees to perform, satisfy and comply with all terms, conditions and requirements of the Bond Purchase Agreement and all applicable laws, rules and regulations issued by the Authority, or other State, federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

Section 6.19. Tax Covenants. The City hereby further covenants and agrees as follows:

A. PUBLIC PURPOSE BONDS. The City shall use the Series 2025 Bond proceeds solely for the Project and as otherwise set forth herein, and the Project will be operated solely as a public purpose and as local governmental activity of the City.

B. PRIVATE ACTIVITY BOND COVENANT. The City shall not permit at any time or times any of the proceeds of the Series 2025 Bonds or any other funds of the City to be used directly or indirectly in a manner which would result in the exclusion of the Series 2025 Bonds from the treatment afforded by Section 103(a) of the Code by reason of the classification of the Series 2025 Bonds as "private activity bonds" within the meaning of the Code. The City will take all actions necessary to comply with the Code in order to assure the tax-exempt status of the Series 2025 Bonds.

C. PRIVATE BUSINESS USE LIMITATION. The City shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2025 Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2025 Bonds during the term thereof is, under the terms of such Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2025 Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2025 Bonds during the terms thereof is, under the terms of such Series 2025 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2025 Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2025 Bonds are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related. All of the foregoing shall be determined as provided for in the Code.

D. PRIVATE LOAN LIMITATION. The City shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2025 Bonds or $5,000,000 is used, directly or indirectly, to make or finance a loan (other than loan constituting Nonpurpose Investments) to persons other than state or local government units.

E. FEDERAL GUARANTEE PROHIBITION. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2025 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

F. INFORMATION RETURN. The City shall file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2025 Bonds, and the interest thereon, including, without limitation, the information return required under Section 149(e) of the Code.

G. FURTHER ACTIONS. The City shall take any and all actions that may be required of it (including those deemed necessary by the Authority) so that the interest on the Series 2025 Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including those deemed necessary by the Authority) which would adversely affect such exclusion.

Section 6.20. Rebate Covenant. The City is a governmental unit with general taxing powers to finance operations of or facilities of the nature of the Project and the System. As covenanted above, the Series 2025 Bonds are not private activity bonds within the meaning of the Code, and ninety-five percent (95%) or more of the net proceeds (as defined in the Code) of the Series 2025 Bonds will be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City). The City reasonably expects to expend the proceeds of the Series 2025 Bonds within the time period that would provide an exception from the rebate requirements of Section 148(f) of the Code. Notwithstanding the foregoing, if the City is in fact subject to such rebate requirements, the City hereby covenants to rebate to the United States the amounts required by the Code and to take all steps necessary to make such rebates. In the event the City fails to make such rebates as required, the City shall pay any and all penalties and obtain a waiver from the Internal Revenue Service in order to maintain the tax-exempt status of interest on the Series 2025 Bonds.

Section 6.21. Arbitrage. The City covenants that (i) it will restrict the use of the proceeds of the Series 2016 A Bonds in such manner and to such extent as may be necessary, so that such Series 2025 Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to such Bonds) so that the interest on the Series 2025 Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 6.22. Tax Certificate and Rebate. The City shall deliver a certificate of arbitrage, a tax certificate or other similar certificate (the "Tax Certificate") to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of any series of Series 2025 Bonds. In addition, the City covenants to comply with all Regulations from time to time in effect and applicable to the Series 2025 Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The City shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the City or the Board shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The City shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the City to be used for any lawful purpose of the System. The City shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the City shall assure that such payments are made by the City to the United States, on a timely basis, from any funds lawfully available therefor. The City at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the City may deem appropriate in order to assure compliance with this Section 6.11. The City shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 6.11 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the City fails to make such rebates as required, the City shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the City, at least once each year (or more often if reasonably requested by the City), a summary of such funds, accounts and investment earnings. The City shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2025 Bonds are Outstanding and as long thereafter as necessary to comply with the Code and assure the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes.

The City shall submit to the Authority, if it is the Original Purchaser, within 15 days following the end of each Bond Year a certified copy of its rebate calculation and certificate with respect thereto or, if the City qualifies for the small governmental issue exception to rebate or any other exception therefrom, then the City shall submit to the Authority a certificate stating that it is exempt from such rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Series 2025 Bonds subject to rebate. The City shall also furnish to the Authority, at any time, such additional information relating to rebate as may be reasonably requested by the Authority, including information with respect to earnings on all funds constituting "gross proceeds" of the Series 2025 Bonds (as such term "gross proceeds" is defined in the Code).

Section 6.23. Securities Laws Compliance. If required by the Supplemental Resolution the City will provide the Original Purchaser, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Original Purchaser may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240). The City will also deliver a continuing disclosure agreement or certificate in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as amended from time to time.

Section 6.24. Defeasance of Bonds. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of the Series 2025 Bonds, the principal thereof, and redemption premium, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then the pledge of Net Revenues and any other moneys and securities pledged under this Ordinance and all covenants, agreements and other obligations of the City to the Registered Owners shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes.

Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Series 2025 Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2025 Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or an escrow trustee either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Series 2025 Bonds on and prior to the maturity date thereof, or if the City irrevocably determines to redeem any of said Series 2025 Bonds prior to the maturity thereof, on and prior to said redemption date. Neither securities nor moneys deposited with the Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Series 2025 Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal of and redemption premium, if any, and interest to become due on said Series 2025 Bonds on and prior to such maturity or redemption dates thereof, and interest earned from such reinvestments shall be paid over to the City as received by the Commission or said escrow trustee, free and clear of any trust, lien or pledge. For the purpose of this section, securities means and include only Government Obligations or such additional securities as shall be set forth in the Supplemental Resolution.

Section 6.25. Contracts. The City shall, simultaneously with the delivery of the Series 2025 Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

Section 6.26. Continuing Disclosure Agreement. If required by the Supplemental Resolution, the City shall deliver a continuing disclosure agreement or certificate in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as it may be amended from time to time, and the City hereby instructs the Mayor and Sanitary Board to take all actions necessary for the City to comply with the continuing disclosure agreement and to make the filings with EMMA.

Section 6.27. Contracts; Change Orders, Public Releases.

A. The City shall, simultaneously with the delivery of the Series 2025 Bonds or immediately thereafter, enter into contracts with the Consulting Engineer for the immediate acquisition and construction of the Project.

B. The City shall list the funding provided by the DEP and the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any ground breaking or dedication of the Project.

ARTICLE VII
REGISTRAR

Section 7.01. Appointment of Registrar. The Registrar for the Series 2025 Bonds shall be appointed pursuant to the Supplemental Resolution. The City is hereby authorized and directed to enter into an agreement with the Registrar, the substantial form of which agreement is to be approved by Supplemental Resolution.

Section 7.02. Responsibilities of Registrar. The recitals of fact in the Series 2025 Bonds shall be taken as statements of the City, and the Registrar shall not be responsible for their accuracy. The Registrar shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Series 2025 Bonds by the City. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication and Registration on the Series 2025 Bonds. The Registrar and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Ordinance and any other duties and responsibilities incident thereto, all as provided by said agreement described above.

Section 7.03. Evidence on Which Registrar May Act. Except as otherwise provided herein, the Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Whenever the Registrar shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the City, but in its discretion the Registrar may instead accept other evidence of such fact or matter.

Section 7.04. Compensation and Expenses. The City shall pay to the Registrar from time to time reasonable compensation for all services, including the transfer of registration of Series 2025 Bonds, the first exchange of Bonds and the exchange of Bonds in the event of partial redemption, incurred in the performance of its duties hereunder.

Section 7.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2025 Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners or effect or aid in any reorganization growing out of the enforcement of the Series 2025 Bonds or this Ordinance, whether or not any such committee shall represent the Registered Owners of a majority in principal amount of the Series 2025 Bonds Outstanding.

Section 7.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Ordinance by giving not less than 60 days' written notice to the City. A copy of such notice shall also be mailed to each Registered Owner. Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the City or the Registered Owners, in which event such resignation shall take effect immediately; provided that, in no event shall such resignation take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 7.07. Removal. The Registrar may be removed at any time by the City, the Bond Insurer or the Registered Owners of a majority in principal amount of the Series 2025 Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the City, by the Bond Insurer or by such Registered Owners or their attorneys duly authorized in writing and delivered to the City, the Bond Insurer or the Registered Owners, as the case may be. Copies of each such instrument shall be delivered by the City to the Registrar. Such removal shall take effect upon the date stated in such instrument; provided that, in no event shall such removal take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 7.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Registered Owners of a majority in principal amount of the Series 2025 Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Registered Owners or their attorneys duly authorized in writing and delivered to the City and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the City shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Registered Owners. A copy of such notice shall also be mailed to each Registered Owner of the Series 2025 Bonds. Any successor Registrar appointed by the City shall, immediately and without further act, be superseded by a Registrar appointed by such Registered Owners. If in a proper case no appointment of a successor Registrar shall be made within 45 days after the Registrar shall have given to the City written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

Section 7.09. Transfer of Rights and Property to Successor. Any predecessor Registrar shall pay over, assign and deliver any moneys, books and records held by it to its successor.

Section 7.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 7.08 hereof.

Section 7.11. Adoption of Authentication. In case any of the Series 2025 Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Bonds so authenticated, and, in case any Series 2025 Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Series 2025 Bonds in the name of the predecessor Registrar or in its own name.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Modification or Amendment. Prior to the issuance of the Series 2025 Bonds, this Ordinance may be amended or supplemented in any way by a Supplemental Resolution. All provisions required by the Original Purchaser or the Bond Insurer, if any, shall be set forth in the Supplemental Resolution and to the extent they constitute an amendment or modification of this Ordinance, shall be controlling. Following issuance of the Series 2025 Bonds, no material modification or amendment of this Ordinance or of any ordinance or resolution amendatory hereof or supplemental hereto which would materially and adversely affect the rights of Registered Owners shall be made without the consent in writing of the Registered Owners of the Series 2025 Bonds then Outstanding and to be affected by said modification; provided, however, that no change shall be made in the maturity of any Series 2025 Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the City to pay such principal and interest out of the Net Revenues of the System without the consent of the Registered Owner thereof. Notwithstanding the foregoing, this Ordinance may be amended without the consent of any Registered Owner as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest on the Series 2025 Bonds from gross income of the Registered Owners thereof.

Section 8.02. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2025 Bonds.

Section 8.03. Repeal of Conflicting Ordinances. All ordinances, resolutions and orders, or parts thereof, other than the Prior Ordinances, in conflict with this Ordinance are, to the extent of such conflict, repealed.

Section 8.04. Covenant of Due Procedure. The City covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the final enactment and passage of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, the City Clerk and members of Council and the Sanitary Board were at all times when any actions in connection with this Ordinance occurred, and are, duly in office and duly qualified for such office.

Section 8.05. Statutory Notice and Public Hearing. Upon adoption hereof, the abstract of this Ordinance in the form set forth in Exhibit B attached hereto and incorporated herein by reference, shall be published once a week for two successive weeks, with at least 6 full days intervening between each publication, in the Charleston Gazette-Mail, a qualified newspaper published and of general circulation in The City of Charleston, together with a notice stating that this Ordinance has been adopted and that the City contemplates the issuance of the Series 2025 Bonds, and that any person interested may appear before the Council upon a certain date, not less than 10 days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the City for review by interested persons during office hours of the City. The Council hereby determines that the abstract contains sufficient information as to give notice of the contents hereof. At such hearing, all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper in the premises.

Section 8.06. Effective Date. This Ordinance shall take effect immediately following public hearing and final reading hereof.

[Remainder of page intentionally left blank]

EXHIBIT A

DESCRIPTION OF PROJECT

MAGAZINE BRANCH SANITARY SEWER IMPROVEMENTS PROJECT DESCRIPTION

The Charleston Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project consists of two separate phases for the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the following areas, Phase 1: Garrison Avenue (between Edgewood Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific Street; Crestlyn Drive; Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road; Summit Drive; and Edgewood Drive; and to the extent that moneys and/or bond proceeds are available for Phase 2: Garrison Avenue (between Crescent Road and Edgewood Drive) and Rockaway Road; provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system.

EXHIBIT B

THE CITY OF CHARLESTON, WEST VIRGINIA
NOTICE OF PUBLIC HEARING AND ABSTRACT OF BOND ORDINANCE

Notice is hereby given to any person interested that on __________, 2025, the Council of The City of Charleston, West Virginia (the "City") adopted an ordinance which, among other things:

1. Authorized the design, acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the City's existing sewerage system (the "System"), the permanent financing of such costs thereof through the issuance of not more than [$30,000,000] in aggregate principal amount of Sewerage System Revenue Bonds, in one or more series (the "Bonds").

2. Directed that the Bonds be issued in such principal amounts, not to exceed [$30,000,000], bear interest at such rate or rates, not exceeding the then legal maximum rate, mature on such dates and in such amounts and be redeemable, in whole or in part, as prescribed in a supplemental resolution.

3. Directed the disposition of the System revenues; provided for the payment of operating expenses of the System and debt service on the Bonds; directed the creation of a sinking fund and a reserve account for the Bonds; and directed the creation of a bond construction trust fund and the disbursement of Bond proceeds.

4. Provided that the Bonds shall not be or constitute a corporate indebtedness of the City within the meaning of any statutory or constitutional limitations, but shall be payable solely from the Net Revenues of the System; pledged the Net Revenues of the System to payment of the Bonds and established the rights of the registered owners of the Bonds to such Net Revenues; and

5. Provided for insurance coverage on the Project and the System, enforcement of collection of fees, rates or other charges for the System and other covenants in favor of the registered owners; and established the events of default and the remedies of the registered owners.

The City contemplates the issuance of the Bonds described in, and under the conditions set forth in the Ordinance abstracted above. Any person interested may appear before the Council of The City of Charleston at a _______ meeting on __________, 2025, at _____ p.m., in the Council Chambers, City Hall, Charleston, West Virginia, and present protests and be heard as to whether the above-described Ordinance shall be put into effect. A certified copy of the Ordinance as adopted by the Council of City on ___________, 2025, is on file with the City Clerk for review by interested persons at the City Hall during regular office hours, to-wit: 8:00 a.m. to 4:00 p.m., Monday through Friday.

/s/______________________________________
City Clerk of The City of Charleston, West Virginia

4914-2670-5938.v3-5/28/25

MUNICIPAL COURT
CITY OF CHARLESTON
Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079

Matt Smith, Judge **Adam Campbell, Clerk**

TO: Mayor Amy Shuler Goodwin
FROM: Adam Campbell, Clerk
DATE: June 4, 2025
RE: May 2025 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 712
Criminal Violations: 284
Traffic Violations: 428
Parking:
Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): -$484.00
Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

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

MUNICIPAL COURT REPORT - FILED CASES

CHARLESTON MUNICIPAL COURT Page: 1

Report For May 1, 2025 Thru May 31, 2025 FILEDST

Violations by Filed Date...

TRAFFIC	428	
CRIMINAL	284	
Total Filed Violations		712

Completed Cases...

Paid Fine...

TRAFFIC	428	
CRIMINAL	18	
Total Paid Fines		446

Before Judge...

TRAFFIC	6	
CRIMINAL	2	
Total Before Judge		8
Total Completed		454

Other Completed...

DISMISS- OFFICER NOT WITH CITY

TRAFFIC	0	
CRIMINAL	1	
Total		1

DEFENDANT DECEASED

TRAFFIC	0	
CRIMINAL	2	
Total		2

DISMISSED(PRESENTED INSURANCE)

TRAFFIC	44	
CRIMINAL	0	
Total		44

DISMISSED (PRESENTED DL)

TRAFFIC	20	
CRIMINAL	0	
Total		20

DISMISSED STORE CLOSED

TRAFFIC	0	
CRIMINAL	1	
Total		1

DISMISSED OFF FAIL TO PROV VIN

TRAFFIC	4	
CRIMINAL	0	

Total		4
DISMISSED (PROSECUTOR'S ORDER)		
TRAFFIC	15	
CRIMINAL	17	
Total		32
Dismissed at Officers Request		
TRAFFIC	56	
CRIMINAL	0	
Total		56
DISMISSED PRESENTED RECORDS		
TRAFFIC	196	
CRIMINAL	1	
Total		197
DISMISSED AFTER PT DIVERSION		
TRAFFIC	19	
CRIMINAL	20	
Total		39
Dismissed Pursuant to Plea		
TRAFFIC	35	
CRIMINAL	56	
Total		91
DISMISSED VICTIM/WITNESS FTA		
TRAFFIC	0	
CRIMINAL	3	
Total		3
DISMISSED WITHOUT PREJUDICE		
TRAFFIC	14	
CRIMINAL	9	
Total		23
RECORDS DESTROYED - CLOSED		
TRAFFIC	0	
CRIMINAL	1	
Total		1
VOIDED DOCKET		
TRAFFIC	12	
CRIMINAL	6	
Total		18
Total Other Completed		532
Grand Total Completed		986
Net Difference Filed/Complete		274-

Warrants...

Issued...

TRAFFIC	31	
CRIMINAL	149	
Total Violations		180
Total Warrants Issued		180

Cleared...

TRAFFIC	22	
CRIMINAL	155	
Total Violations		177
Total Warrants Cleared		177

Change in Total Warrants 3

Other Paid Cases...

Paid Fine...

Total Other Paid Fines 62

FINE	FINE	$26,306.50
LAWFND	LAW ENFORCE. TRAIN STATE	$3,386.00
LAWLOC	LAW ENFORCE. TRAIN (LOCAL)	$1,325.00
CVC	CRIME VICTIM'S FUND	$2,345.00
ADMIN	ADMINISTRATIVE COST	$586.00
JAILF	REGIONAL JAIL CORR.	$11,559.00
CCF	COMMUNITY CORRECTIONS FUND	$270.00
REST	RESTITUTION	$484.00-
OP	OVER PAYMENT	$116.48-
PCADM	PC ADMIN FEE	$25.00
BF	BOND FORFEITURE	$1,100.00

Total Fees/Fines Paid $46,302.02

Monthly Report – Definition Key

Violations by Filed Date:
Violations keyed into the Court software during the month
Completed Cases:
Cases where the fine and court costs were paid in full and the case was closed during the month.
Before Judge:
Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.
Other Completed -Dismissed (By Complainant):
The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.
Defendant Deceased:
Cases dismissed because the defendant died.
Dismissed Officer Fail to Pros:
Cases dismissed because the officer failed to appear in Court.
Dismissed (presented insurance):
Cases dismissed because the defendant presented valid proof of insurance for the offense date.
Dismissed (presented DL):
Cases dismissed because the defendant presented a valid driver's license.
Dismissed Mistaken Identity:
Cases dismissed cases on the City Attorney's motion due to mistaken identity.
Dismissed (Prosecutor's Order):
Cases dismissed on the City Attorney's motion or as a result of a plea agreement.
Dismissed Presented Records:
Cases dismissed because the defendant presented records to satisfy a code or Court requirement.
Dismissed After PT Diversion:
Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.
Dismissed Victim/Witness FTA:
Cases dismissed because the witness or victim did not appear in Court for trial.
Dismissed without prejudice:
Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.
Dismissed No Drug Results:
Drug results were not received for trial.
Dismissed – Officer Not With City
Officer/Witness is no long employed by the City.
Warrants
The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.
Cleared:
The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.
Other Paid Cases:
The Court received a partial payment for a case; however, the defendant still has a balance due.
Search Warrant Issued:
A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

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

CITY OF CHARLESTON

OFFICE OF THE CITY MANAGER

Memorandum

Date: June 16, 2025

To: City Council Members

From: Ben Mishoe, City Manager

Re: Resolution 978-24; Annual Report on MDENT and SEU Vehicle Purchase Authority

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On June 17, 2024, City Council adopted Resolution 978-24, authorizing the Mayor or City Manager to purchase various vehicles for the Metropolitan Drug Enforcement Network Team ("MDENT") and Special Enforcement Unit ("SEU") without first obtaining an authorizing resolution from the City Council; provided that any vehicle may not exceed the purchase price of $45,000.

This Resolution directs the City Manager to file a report with the City Clerk regarding all purchases made under this authority at the second Council meeting in June.

Pursuant to this directive, the City Manager reports that the City did not purchase any vehicles this year under the authority granted in the Resolution.

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

<u>Bill No. 8058</u>

Introduced in Council:	**Adopted by Council:**
<u>June 16, 2025</u>	
Introduced by:	**Referred to:**
<u>Joseph Jenkins</u>	**<u>Finance</u>**

<u>Bill No. 8058</u> - A BILL to amend and reenact Section 110-63 of the Municipal Code of the City of Charleston, as amended, relating to updating exemptions to the municipal business and occupation tax in order to incorporate legislation passed by the West Virginia Legislature; exempting the application of the tax on any business with less than $2,500.00 in annual gross income and on the sale of new automobiles as detailed herein; and making both exemptions effective July 1, 2025.

<u>Now, therefore, be it ordained by the Council of the City of Charleston</u>:

That Section 110-63 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

Sec. 110-63. - Exemptions.

(a) The provisions of this article shall not apply to:

(1) Insurance companies which pay the state a tax upon premiums; provided, that such exemption shall not extend to that part of gross income of insurance companies which is received for the use of real property, other than property in which any such company maintains its office or offices, in the city, whether such income is in the form of rentals or royalties;

(2) Nonprofit cemetery companies organized and operated for the exclusive benefit of their members;

(3) Fraternal societies, organizations and associations organized and operated for the exclusive benefit of their members and not for profit; provided, that this exemption shall not extend to that part of gross income arising from the sale of alcoholic liquor, food and related services of such fraternal societies, organizations and associations which are licensed as private clubs under the provisions of W. Va. Code ch. 60, art. 7;

(4) Corporations, associations and societies organized and operated exclusively for religious or charitable purposes; provided that: the city may impose its business and occupation tax on any activity of a corporation, association or society organized and operated exclusively for religious or charitable purposes only to the extent that the income generated by the activity is subject to taxation under the provisions of section 511 of the Internal Revenue Code of 1986, as amended;

(5) Production credit associations, organized under the provisions of the federal

Farm Credit Act of 1933; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of W. Va. Code ch. 19, art. 4;

(6) Any credit union organized under the provisions of chapter 31 or any other chapter of the Code of West Virginia; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of W. Va. Code ch. 19, art. 4;

(7) Gross income derived from advertising service rendered in the business of radio and television broadcasting;

(8) The gross income or gross proceeds of sale of a gasification or liquefaction of coal project in the demonstration, pilot or research states; provided, that prior to the commencement of operation of any such project, the tax commissioner of the state shall have first certified the project as eligible for such exemption; provided, further, that such exemption shall expire seven years from the date the project first receives gross income or gross proceeds from sales; and

(9) The first $5,000.00 of gross income or gross proceeds in each calendar year derived from sales or services by a vendor, as defined in section 18-1031 of this Code, shall be exempt from the tax imposed by this article. The vendor shall file a business and occupation tax return for such gross income or gross proceeds even if such revenue is exempt.

(b) Effective July 1, 2025:

(1) A person engaging in business within the City shall not be subject to the municipal business and occupation or privilege tax imposed by this article for any tax year in which the taxpayer's gross income or gross proceeds is less than two thousand five hundred dollars ($2,500.00). This exemption shall apply on a prospective basis only and shall not affect liability for any tax periods ending prior to July 1, 2025. The person shall file a business and occupation tax return for such gross income or gross proceeds even if such revenue is exempt; and

(2) The municipal business and occupation or privilege tax imposed by this article shall not apply to the sale of new automobiles that have never been registered in the name of an individual. For the purposes of this subsection, an automobile is a self-propelled vehicle used on the roads and highways by the use of motor vehicle fuel or propelled by one or more electric motors using energy stored in batteries or a combination thereof. An automobile shall include a light-duty truck with an enclosed cabin and an open loading area at the rear and a sport utility vehicle. An automobile does not include a motorcycle. The full exemption shall apply on a prospective basis. For any tax periods ending prior to July 1, 2025, a partial exemption shall apply as set forth in West Virginia Code § 8-13-5. The person shall file a business and occupation tax return for such gross income or gross proceeds even if such revenue is exempt.

(c) An organization is "charitable" for purposes of subdivision (4) of subsection (a) of this section if it satisfies both of the following criteria: (1) it is exempt from Federal Tax, under 26 U.S.C. § 501(c)(3), and (2) its purposes include relief of poverty, advancement of education, advancement of religion, promotion of health, governmental or municipal purposes, or other purposes that are beneficial to the community.