



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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

AGENDA FINANCE COMMITTEE MEETING

Monday, July 7, 2025

6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 6-16-2025

II. RESOLUTIONS:

- a. Resolution No. 25-055 - A Resolution 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.
- b. Resolution No. 25-056 - Authorizing the Mayor to enter into a Lease Agreement with Star USA Federal Credit Union for the right of way on the north side of Cantley Drive.
- c. Resolution No. 25-057 - Authorizing the Mayor or City Manager to grant permanent easements from the City to the Charleston Sanitary Board and to enter into an Agreement for the re-routing of a 24-inch sewer main pipe in order to accommodate renovations to Charleston Fire Department Station No. 4.
- d. Resolution No. 25-058 - Authorizing the Mayor or City Manager to enter into a contract with Claxton & Sons to purchase various classes of Portland Cement on an as-needed basis.
- e. Resolution No. 25-059 - Authorizing the Mayor or City Manager to enter into a contract with Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone.
- f. Resolution No. 25-060 - Authorizing the Mayor or City Manager to enter into an agreement with American Asphalt of West Virginia, LLC., to purchase asphalt.
- g. Resolution No. 25-061 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with other participating agencies comprising the Metro

Drug Enforcement Network.

- h. Resolution No. 25-062 - Authorizing the Mayor or City Manager to purchase office furniture, supplies, and equipment for the CARE Office from Stationers, Inc., where the funding is provided by a CIT grant intended for the purchase of such supplies.
- i. Resolution No. 25-063 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the United Way of Central West Virginia, Inc. relating to the administration and distribution of opioid settlement funds to local public entities.
- j. Resolution No. 25-064 - Authorizing the Mayor or City Manager to enter into a one-year contract with West Virginia Demolition, Inc. for emergency call out fees and demolition services.

III. BILLS:

- a. Bill No. 8057 - A Bill with respect to approving the Magazine Branch Sanitary Sewer Replacement and Rehabilitation Project.

IV. THE AGENDA WAS AMENDED ON 7-2-2025

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MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., JUNE 16, 2025
AV ROOM #308, CITY HALL

Joseph Jenkins Chair, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., June 16, 2025.

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

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

Absent:

Other Councilmembers present:

Harper Gardner
Frank Annie
Chelsea Steelhammer
Jeanine Faegre

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the June 2, 2025 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. 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.

City Manager Ben Mishoe added that the City has had a contract with this company since 2019. Payment will depend on how many doors/windows there are per structure.

Councilmember Robinson confirmed with Mishoe that this would be for private structures that have been abandoned/dilapidated after undergoing the proper procedures. The Head of Building Commission, Bill Smith, added that the specs call for more secure materials, which will hopefully eliminate the need for these structures to be re-boarded up.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-051 approved.

- b. 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.

Mishoe added that the proposed contract is similar to the one that has been in place for several years. Tree trimming and vegetation clean up has been added as a line item.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-052 approved.

- c. 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

Mishoe added that the contract primarily involves retirees. They also manage vision coverage for active employees and retirees. The contract is based on “per employee per month.”

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-053 approved.

- d. Resolution No. 25-054 – 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 UDV 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 UDV 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.

Mishoe added that the original resolution approved in 2022 had a cap on total expenditure of \$40,000. Additional funds are needed to complete the project.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-054 approved.

- e. 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.

City Attorney Kevin Baker added that the bill authorizes the bonds necessary for the completion of the listed sewer project.

Councilmember Ceperley confirmed that this will not impact the City's ability to obtain future bonds.

Councilmember Faegre inquired if the City budget allows for “in memoriam” donations. Mayor Goodwin confirmed that the City does not do that, but individuals and Departments can from their personal accounts.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

1 Resolution No. 25-055

4 Introduced in Council:

6 July 7, 2025

8 Introduced by:

10 Joseph Jenkins

Adopted by Council:

Referred to:

14 Resolution No. 25-055 - A resolution supplementing Ordinance No. 8056, passed by the Council
15 of The City of Charleston, West Virginia, on June 16, 2025; which supplemented Ordinance No.
16 4423 passed by the Council of The City of Charleston, West Virginia, on March 6, 1989, as
17 supplemented by Ordinance No. 4506 passed by the Council on November 6, 1989, by
18 Ordinance No. 4954 passed by the Council on May 3, 1993, by Ordinance No. 6276 passed by
19 the Council on September 3, 1996, by Ordinance No. 6349 passed by the Council on June 2,
20 1997, by Ordinance No. 6532 passed by the Council on November 16, 1998, by Ordinance No.
21 6544 passed by the Council on February 1, 1999, by Ordinance No. 6670 passed by the Council
22 on February 5, 2001, by Ordinance No. 6777 passed by the Council on March 19, 2001, by
23 Ordinance No. 6948 passed by the Council on November 4, 2002, by Ordinance No. 6977 passed
24 by the Council on May 19, 2003, by Ordinance No. 7132 passed by the Council on March 7,
25 2005, by Ordinance No. 7490 passed by the Council on September 6, 2011, by Ordinance No.
26 7560 passed by the Council on February 19, 2013, by Ordinance No. 7680 passed by the Council
27 on February 16, 2016, and by Ordinance No. 7866, passed by the Council of The City of
28 Charleston, West Virginia, on February 18, 2020; authorizing the design, acquisition and
29 construction of certain extensions, additions, betterments and improvements to the existing
30 sewerage system of The City of Charleston; authorizing the issuance of not more than
31 \$30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, in one or more
32 series as designated in a supplemental resolution, of The City of Charleston, the proceeds of
33 which, shall be used, along with other funds and moneys of, or available to, The City of
34 Charleston which may be lawfully expended for such purposes, to permanently finance the cost
35 of such design, acquisition and construction, to fund reserve accounts for such bonds and to pay
36 other costs in connection therewith; providing for the rights and remedies of and security for the
37 registered owners of such bonds; and adopting other provisions related thereto.

39 WHEREAS, the Council (the "Council") of The City of Charleston, West
40 Virginia (the "City"), on June 16, 2025, adopted Ordinance No. 8056, (the "Ordinance"),
41 authorizing the issuance of The City of Charleston Sewerage System Revenue Bonds, in an
42 aggregate principal amount not to exceed \$30,000,000, in one or more series, to permanently
43 finance the cost of design, acquisition and construction of certain extensions, additions,
44 betterments and improvements to the sewerage system of the City (the "Project");

45 WHEREAS, capitalized terms used herein and not otherwise defined herein shall
46 have the same meaning set forth in the Ordinance when used herein;

1 WHEREAS, the Ordinance provided for the issuance by the City of its Sewerage
2 System Revenue Bonds, Series 2025 A, in the aggregate principal amount of not more than
3 \$30,000,000 (the "Series 2025 A Bonds"), for the purposes of paying a portion of the costs of
4 acquisition and construction of additions, betterments and improvements to the System,
5 capitalizing interest on the Series 2025 A Bonds, if any, funding a reserve account for the Series
6 2025 A Bonds and paying costs of issuance thereof, all in accordance with Chapter 16, Article 13
7 of the Code of West Virginia, 1931, as amended (the "Act");

8 WHEREAS, the Ordinance, pursuant to Section 6 of the Act, directed the City
9 Clerk to publish an abstract of the Ordinance (the "Abstract"), together with a notice that the
10 Ordinance has been adopted, that the City contemplates the issuance of the Series 2025 A Bonds
11 as described in the Ordinance and that any person interested may appear before the Council upon
12 a certain day and present protests (the "Notice");

13 WHEREAS, the Ordinance required that the Abstract and Notice be published as
14 a Class II legal advertisement in the Charleston Gazette-Mail, a newspaper published and of
15 general circulation in the City, and the first publication of such Abstract and Notice was to be not
16 less than ten (10) days before the date set by the Ordinance and the Notice at which interested
17 persons may appear before the Council and present protests, and the last publication of such
18 Abstract and Notice was to be prior to said date set by the Ordinance and the Notice;

19 WHEREAS, the Ordinance and the Notice provided for a public hearing to be
20 held at 7:00 p.m., prevailing time, on July 7, 2025, in Council Chambers in City Hall; and

21 WHEREAS, the Council deems it essential and desirable that this resolution (the
22 "Supplemental Resolution") be adopted, that the Ordinance shall be placed into effect, and that
23 other matters relating to the Bonds be herein provided for.

24 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE**
25 **CITY OF CHARLESTON:**

26 Section 1. It is hereby found and determined that:

27 (A) The Abstract and Notice were duly published in the Charleston Gazette-
28 Mail, a newspaper published and of general circulation in the City, with the first publication
29 thereof being on June 26, 2025, which date is not less than ten (10) days before the day set by the
30 Ordinance and the Notice for the public hearing, at which interested persons may appear before
31 the Council and present protests and suggestions and, the second being on July 3, 2025, which
32 publication thereof being prior to said date set by the Ordinance and the Notice for the public
33 hearing, and the Affidavit of Publication reflecting such publications is incorporated herein by
34 reference;

35 (B) In accordance with the Ordinance and the Notice, the City Clerk has
36 maintained in his office a certified copy of the Ordinance for review by interested persons during
37 the regular office hours of such office;

38 (C) In Council Chambers, City Hall, Charleston, West Virginia, on July 7,
39 2025, at 7:00 p.m. prevailing time, in accordance with the Ordinance and the Notice, the Council

1 met for the purpose of hearing protests and suggestions regarding whether the Ordinance should
2 be put into effect and heard all protests and suggestions with regard thereto;

3 (D) At the public hearing, no significant reasons were presented that would
4 require modification or amendment of the Ordinance and no written protest with regard thereto
5 was filed by 30 percent or more of the freeholders of the City; and

6 (E) The Ordinance shall be put into effect as of the date hereof and the Series
7 2025 A Bonds contemplated thereby shall be issued, all as provided in the Ordinance and this
8 Supplemental Resolution.

9 Section 2. This Supplemental Resolution shall take effect immediately upon
10 adoption hereof.

Resolution No. 25-056

Introduced in Council:

July 7, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 25-056 - Authorizing the Mayor to enter into a Lease Agreement with Star USA Federal Credit Union for the right of way on the north side of Cantley Drive approximately forty-four (44) feet wide and four hundred fifty (450) feet long.

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

That the Mayor is hereby authorized to enter into a Lease Agreement with Star USA Federal Credit Union for the right of way on the north side of Cantley Drive approximately forty-four (44) feet wide and four hundred fifty (450) feet long, which is attached hereto as Exhibit A.

LEASE AGREEMENT

This Lease Agreement (hereinafter “Agreement”) is made on this _____ day of _____, 2025, by and between the **CITY OF CHARLESTON**, a West Virginia municipal corporation, party of the first part (hereinafter “Lessor”), and **STAR USA FEDERAL CREDIT UNION**, a federally chartered credit union, party of the second part (hereinafter “Lessee”). The above parties may be referred to collectively as the “Parties”.

WHEREAS, the City right of way on the north side of Cantley Drive in the City of Charleston extends beyond the current needs of the City of Charleston; and

WHEREAS, the City Council for the City of Charleston previously approved Resolution No. 352-87 on March 17, 1987, authorizing and directing the Mayor to execute a Lease between the City of Charleston and NCR Corp., for the lease of a right of way approximately forty-four (44) feet wide, situate on the north side of Cantley Drive, Charleston (attached hereto as Exhibit A); and

WHEREAS, that certain Lease authorized by Resolution No. 352-87 was entered into on April 6, 1987, for a term of thirty (30) years, which on its terms expired in 2017, but which the successors to NCR Corp. have continued to operate under in good faith; and

WHEREAS, the Parties desire to enter into this Agreement extending the Lease and updating the terms to account for the change in parties and circumstances.

WITNESSETH:

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

ARTICLE 1: LEASE OF PROPERTY

1.1 Lease; Possession and Use.

Lessor hereby leases the Property as described in section 1.2 to Lessee upon the terms and conditions set forth herein and as contained in any subsequent amendment or schedule. During the term of this Agreement, the Property shall remain a public right of way, but general possession to the property shall be in Lessee, subject to Lessor’s legal title and interest under this Agreement, until such time as the Agreement expires or is terminated.

1.2 Property Description.

The Property subject to this Agreement is as follows:

That certain right of way situate on the north side of Cantley Drive, City of Charleston, Kanawha County, West Virginia, being approximately forty-four (44) feet wide, and adjacent to Cantley Drive for four hundred fifty (450) feet.

The Property is further depicted in the map included with the attached Exhibit A, which is incorporated herein and made a part hereof.

ARTICLE 2: TERM; TERMINATION

2.1 Term.

The term of this Agreement shall commence on the Date set forth above and be for a period of thirty (30) years, unless terminated by the Lessor pursuant to section 2.2.

2.2 Termination.

In the event that it is necessary for the Lessor to widen the street by paving or installing sidewalks adjacent to the leased right of way, the Lessor may terminate this Agreement upon thirty (30) days written notice to the Lessee and may remove any trees, bushes, shrubs, or signage for the purpose of widening the street or sidewalk or installation of storm sewers. If this occurs, Lessee agrees to relocate any landscaping and signage to a mutually agreeable location. Upon termination of this Agreement as provided herein, all of Lessee's right, title and interest in and to the applicable property shall terminate.

ARTICLE 3: USAGE

3.1 Landscaping.

The Lessee agrees to landscape the Property and maintain the right of way in good condition. Grass, trees, bushes and shrubs are the only landscaping features that shall be allowed in the area.

3.2 Signage.

The Lessee has erected signage within the Property and shall maintain the two ground signs previously authorized in Attachment A, namely one that is no larger than eight (8) feet wide and six (6) feet in height and the other that is not larger than three (3) feet wide and five (5) feet in height.

3.3 Driveway Drainage.

The Lessee is expressly authorized to conduct driveway trench and piping work within the Property in order to address water drainage in the area in a manner approved by the City Engineer.

ARTICLE 4: REPRESENTATIONS; WARRANTIES

4.1 Representations and Warranties.

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

Lessee is in good standing with the City of Charleston, the State of West Virginia, and the United States of America, in reference to outstanding debts, licensing and taxes. This Agreement has been duly executed and delivered by and constitutes the valid and binding obligations of Lessee, enforceable against Lessee in accordance with its respective terms. The Lessee represents that it will not violate any state or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee.

4.2 Taxation.

Lessee shall pay all real and personal property taxes levied against Lessee's real and personal property and all business and occupation and other taxes and fees imposed on Tenant's operations. In the event the Lessor is ever assessed real property taxes or personal property taxes related to the Leased Property, Lessee agrees to pay said taxes on behalf of the Lessor.

ARTICLE 5: INSURANCE; HOLD HARMLESS

5.1 Liability and Property Insurance.

Lessee shall, at its own expense, procure and maintain continuously in effect during the full lease Term: (a) general liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to its improvements on the Property sufficient to protect Lessor and its successors and assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and (b) insurance against all risks of physical loss or damage to the Property as Lessor may require (including all risk casualty and property insurance) in an amount equal to the greater of the full replacement cost of said property. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any material change in the coverage (including cancellation or non-renewal) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its successors and assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its successors and assigns as sole lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. For the avoidance of doubt, Lessee's insurance shall be the primary insurance on all claims related to the Property.

5.2 Hold Harmless.

The Lessee acknowledges all the risks, responsibilities and liabilities associated with maintaining the Property. The Lessee agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, this Agreement and the Property. Therefore, the Lessee hereby releases, acquits, and forever discharges the Lessor, the City and its predecessors, successors, affiliated companies and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, assigns, partners, departments, and sponsors (collectively, "the Releasees") for any and all claims, insurance claims, demands, allegations, suits, actions, causes of action and liability in any way, including attorney's fees, relating to or arising from maintenance of the Property. the Lessee expressly waives any right to make a claim related to this Agreement in any forum against the City and its legal representatives, agents, employees, assigns, partners, departments, and sponsors.

ARTICLE 6: ASSIGNMENT; SUBLEASING

6.1 Assignment and Subleasing.

This Agreement may not be assigned, subleased, sold, transferred, or pledged by Lessee to any third-party without prior written consent by the Lessor.

ARTICLE 7: EASEMENT RESERVED

7.1 Storm and Sanitary Sewers.

The City hereby reserves an easement within the Property for the Lessor, its agents or assigns, to lay, construct, and maintain storm sewers or sanitary sewers as deemed necessary by the Lessor.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 Notices.

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

8.2 Severability.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason

of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

8.3 Entire Agreement and Amendments.

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

8.4 Captions.

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

8.5 Further Assurances and Corrective Instruments.

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

8.6 Governing Law.

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

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

CITY OF CHARLESTON

**STAR USA FEDERAL CREDIT
UNION**

[Lessor]

[Lessee]

Amy Shuler Goodwin, Mayor

Dan Smithson, President

Date

Date

SANITARY SEWER EASEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2025, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, parties of the first part (whether singular or plural) and THE SANITARY BOARD OF THE CITY OF CHARLESTON, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the Board, its heirs, successors, or assigns, a perpetual easement and right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of the pipeline to be installed, on, over, across, under and through lands owned by the party of the first part, situate in Kanawha County, West Virginia, running approximately 60-feet in length, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, and removing a sewer line and all appurtenances thereto, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled EASEMENT EXHIBIT, dated 5-30-2025. The property which is subject to this easement was conveyed to the parties of the first part by a deed, which is of record in the Office of the Clerk of the County Commission in Deed Book 1452, at page 363.

Together with the right, but not the duty, to cut, trim, clear or otherwise control and remove from the easement area hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures and/or other obstructions that may endanger the safety of or interfere with the construction, installation, maintenance, repair and use of said sanitary sewer line.

The said parties of the first part further grant and convey unto said Board, its heirs, successors, assigns, and/or contractors (a) the unrestricted right of ingress, egress and regress, to and from said right-of-way and easement for all purposes and at all times to respond to emergencies and, otherwise at all reasonable times, and (b) a temporary construction right-of-way and easement of such width as is reasonable and necessary to carry out the construction, installation, repair, or

replacement of all or part of the above-described sewer lines. The said parties of the first part do also grant and convey unto the said Board, its heirs, successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, removal, and replacement of the sewer pipeline or lines proposed to be laid on said right-of-way and easement.

This easement and right-of-way is made upon and subject to the following terms and conditions:

1. The parties of the first part, subject to (a) the capacity of said sewer line, (b) the capacity of the system into which said line flows and (c) restrictions of the Board and regulatory authorities, all at such time of connection in the future, shall be permitted to tap said sewer line and use the same for the benefit of their property described above, upon payment of a connection fee in effect at the time of such connection and, as established by the Board, upon payment of such sewer user charges as are, or may be fixed by ordinances or by rules of the Board, to use the sewer for service for their property only. The Board shall not be required to bear any portion of expenses incurred by the parties of the first part in constructing a sewer line to the sewer tap.
2. The parties of the first part retain the right to use and enjoy the lands described above through which the sewer easement extends for purposes not inconsistent with the rights herein granted to the Board. The parties of the first part agree to the following:
 - (a) not to construct improvements on the easement or to take any other action which would interfere with the sewer line and the rights of the Board to construct, install, operate, maintain, repair, or remove the sewer line;
 - (b) not to plant trees or other vegetation which could damage the sewer line or interfere with the rights herein granted; and
 - (c) not to alter the ground profile of the land within the easement without the written consent of the Board.

3. The rights herein granted include the right of ingress and egress over the lands of the parties of the first part to and from the easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the parties of the first part immediately adjacent to the easement for said purpose.
4. The Board, upon completion of any construction, installation, operation, maintenance, repair, replacement or removal of the sewer line, agrees that it will do the following:
 - (a) restore the property of the parties of the first part, only to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, installation, operation, maintenance, repair, replacement or removal of the said sewer, as nearly as reasonably possible;
 - (b) repair, replace or compensate the parties of the first part for any damage to any building, structure or other improvements which are not encroachments on this easement;
 - (c) reseed, re-sod or compensate the parties of the first part for damage to any established lawn;
 - (d) repair, replace or compensate the parties of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto which are not encroachments on this easement; and
 - (e) replace, restore or compensate the parties of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE: The parties of the first part hereby declare that this conveyance is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

WITNESS the execution of this easement agreement on the day and year above written.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, _____, a Notary Public in and for the said County, do hereby certify that _____ whose name(s) is/are signed to the foregoing writing, bearing date the _____ day of _____, 2025, has/have this day acknowledged the same before me in said County.

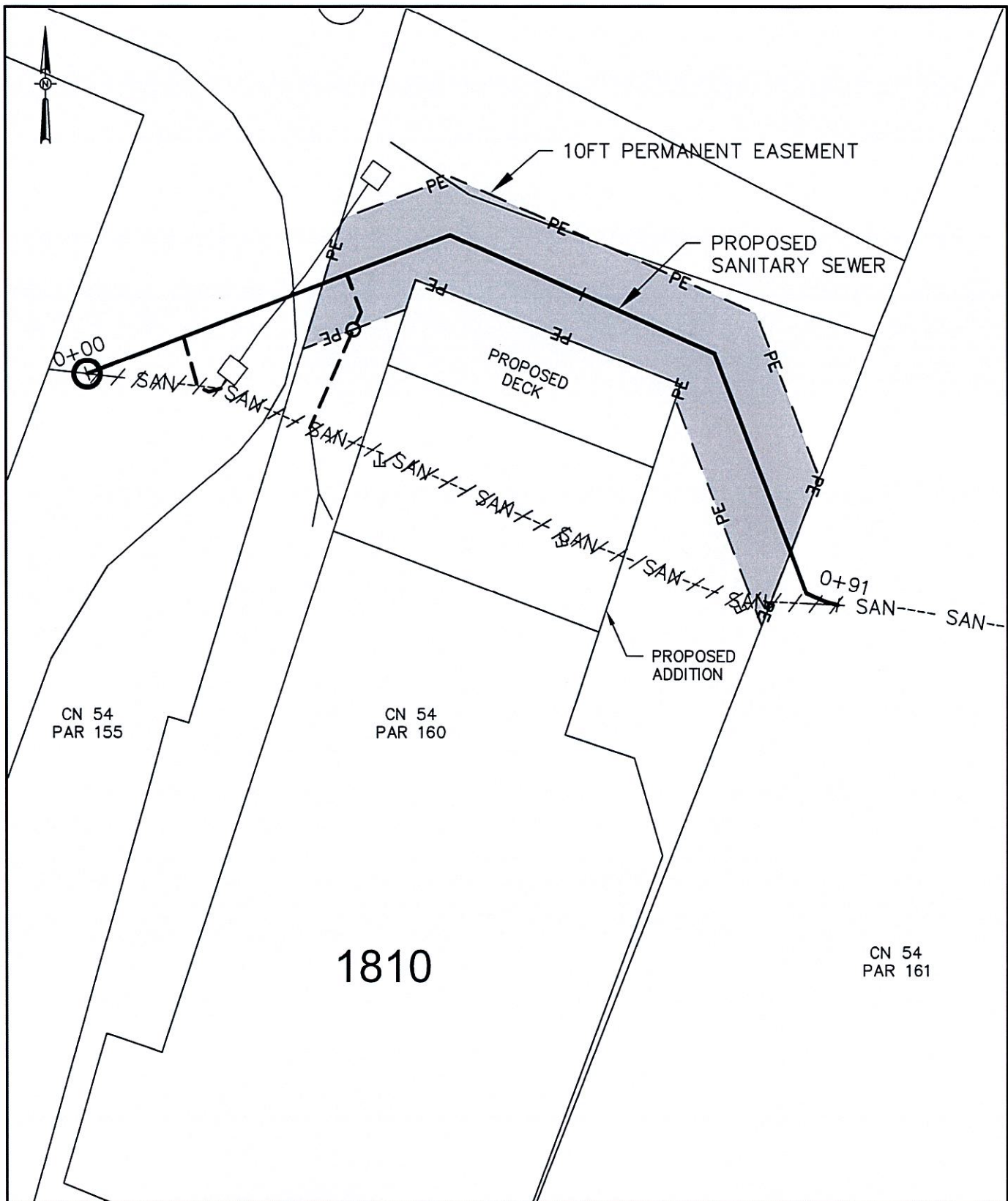
Given under my hand this _____ day of _____, 2025.

My Commission Expires: _____, _____.

— Notary Public

(NOTARIAL SEAL)

This instrument was prepared by:
Representatives of The Sanitary Board
of the City of Charleston, West Virginia
208 26th Street
Charleston, WV 25387-1818



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA
A MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT
CHARLESTON NORTH
DISTRICT 10
MAP NO. 54
PAR 160

JOB NO.	N / A
SCALE:	NONE
DATE:	5-30-2025
SHEET NO. 1	OF 1

SANITARY SEWER EASEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2025, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, parties of the first part (whether singular or plural) and THE SANITARY BOARD OF THE CITY OF CHARLESTON, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the Board, its heirs, successors, or assigns, a perpetual easement and right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of the pipeline to be installed, on, over, across, under and through lands owned by the party of the first part, situate in Kanawha County, West Virginia, running approximately 50-feet in length, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, and removing a sewer line and all appurtenances thereto, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled EASEMENT EXHIBIT, dated 5-30-2025. The property which is subject to this easement was conveyed to the parties of the first part by a deed, which is of record in the Office of the Clerk of the County Commission in Deed Book 2962, at page 900.

Together with the right, but not the duty, to cut, trim, clear or otherwise control and remove from the easement area hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures and/or other obstructions that may endanger the safety of or interfere with the construction, installation, maintenance, repair and use of said sanitary sewer line.

The said parties of the first part further grant and convey unto said Board, its heirs, successors, assigns, and/or contractors (a) the unrestricted right of ingress, egress and regress, to and from said right-of-way and easement for all purposes and at all times to respond to emergencies and, otherwise at all reasonable times, and (b) a temporary construction right-of-way and easement of such width as is reasonable and necessary to carry out the construction, installation, repair, or

replacement of all or part of the above-described sewer lines. The said parties of the first part do also grant and convey unto the said Board, its heirs, successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, removal, and replacement of the sewer pipeline or lines proposed to be laid on said right-of-way and easement.

This easement and right-of-way is made upon and subject to the following terms and conditions:

1. The parties of the first part, subject to (a) the capacity of said sewer line, (b) the capacity of the system into which said line flows and (c) restrictions of the Board and regulatory authorities, all at such time of connection in the future, shall be permitted to tap said sewer line and use the same for the benefit of their property described above, upon payment of a connection fee in effect at the time of such connection and, as established by the Board, upon payment of such sewer user charges as are, or may be fixed by ordinances or by rules of the Board, to use the sewer for service for their property only. The Board shall not be required to bear any portion of expenses incurred by the parties of the first part in constructing a sewer line to the sewer tap.
2. The parties of the first part retain the right to use and enjoy the lands described above through which the sewer easement extends for purposes not inconsistent with the rights herein granted to the Board. The parties of the first part agree to the following:
 - (a) not to construct improvements on the easement or to take any other action which would interfere with the sewer line and the rights of the Board to construct, install, operate, maintain, repair, or remove the sewer line;
 - (b) not to plant trees or other vegetation which could damage the sewer line or interfere with the rights herein granted; and
 - (c) not to alter the ground profile of the land within the easement without the written consent of the Board.

3. The rights herein granted include the right of ingress and egress over the lands of the parties of the first part to and from the easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the parties of the first part immediately adjacent to the easement for said purpose.
4. The Board, upon completion of any construction, installation, operation, maintenance, repair, replacement or removal of the sewer line, agrees that it will do the following:
 - (a) restore the property of the parties of the first part, only to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, installation, operation, maintenance, repair, replacement or removal of the said sewer, as nearly as reasonably possible;
 - (b) repair, replace or compensate the parties of the first part for any damage to any building, structure or other improvements which are not encroachments on this easement;
 - (c) reseed, re-sod or compensate the parties of the first part for damage to any established lawn;
 - (d) repair, replace or compensate the parties of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto which are not encroachments on this easement; and
 - (e) replace, restore or compensate the parties of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE: The parties of the first part hereby declare that this conveyance is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

WITNESS the execution of this easement agreement on the day and year above written.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, _____, a Notary Public in and for the said County, do hereby certify that _____ whose name(s) is/are signed to the foregoing writing, bearing date the _____ day of _____, 2025, has/have this day acknowledged the same before me in said County.

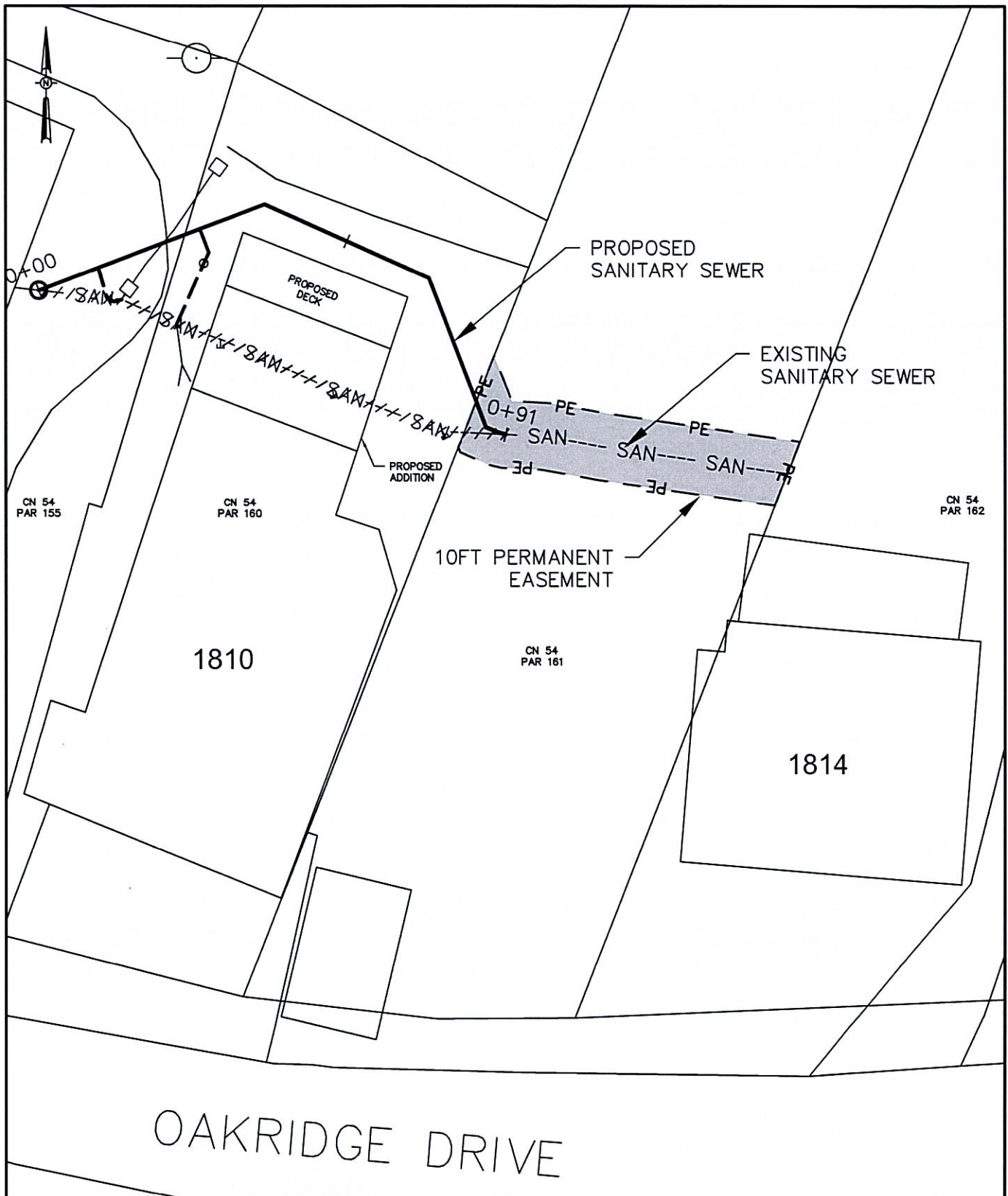
Given under my hand this _____ day of _____, 2025.

My Commission Expires: _____, _____.

— Notary Public

(NOTARIAL SEAL)

This instrument was prepared by:
Representatives of The Sanitary Board
of the City of Charleston, West Virginia
208 26th Street
Charleston, WV 25387-1818



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA
A MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT
CHARLESTON NORTH
DISTRICT 10
MAP NO. 54
PAR 161

JOB NO.	N / A
SCALE:	NONE
DATE:	5-30-2025
SHEET NO. 1	OF 1

Resolution No. 352-87

Introduced in Council

Adopted by Council

March 17, 1987

Introduced by

Mary Jane Vandewilt Long

Referred to

Finance Committee

Resolution No. 352-87 -- "Authorizing and directing the Mayor to execute a Lease between the City of Charleston and NCR Corp., for the lease of a right of way approximately forty-four (44) feet wide, situate on the north side of Cantley Drive, Charleston, Kanawha County, West Virginia."

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

1. Council finds that a public hearing concerning a Lease between the City of Charleston and NCR Corp., has been conducted pursuant to Chapter 8, Article 12, Section 18 of the West Virginia Code.

2. The Mayor is hereby authorized and directed to execute a Lease between the City of Charleston and NCR Corp. A copy of said Lease is attached hereto, incorporated herein and made a part hereof.

THIS LEASE, Made this 6th day of April, 1987, by and between THE CITY OF CHARLESTON, a municipal corporation, party of the first part, and NCR CORPORATION, a Maryland corporation, party of the second part;

W I T N E S S E T H:

That, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does hereby lease to the party of the second part that certain right of way situate on the north side of Cantley Drive, City of Charleston, Kanawha County, West Virginia, being approximately forty-four (44) feet wide, and adjacent to Cantley Drive for 450 feet all as shown upon the map attached hereto.

This lease is subject to the following terms and conditions :

1. The term of this Lease shall be for a period of thirty (30) years, unless cancelled by the party of the first part pursuant to Paragraph 5 of this Lease.
2. The party of the second part agrees to landscape said leased portion and maintain said right of way in good condition. Grass, trees, bushes and shrubs are the only landscaping features that shall be allowed in the area.
3. The party of the second part shall use said leased right of way for the purpose of erecting and maintaining two ground signs, one not larger than eight (8) feet wide and six (6) feet in height; the other not larger than three (3) feet wide and five (5) feet in height.
4. Easements are reserved within said leased area for the party of the first part to lay, construct and maintain storm and sanitary sewers.
5. In the event that it is necessary for the party of the first part to widen the street by paving or installing sidewalks adjacent to said leased right of way, the party of the first part may cancel this Lease upon thirty (30) days written notice to the party of the second and may remove said trees and signs for the purpose of widening said street or sidewalk. NCR Corp. agrees to relocate said landscape and signs to a mutually agreeable location should widening of the street or installation of storm sewers become necessary.

WITNESS the following signatures and seals:

THE CITY OF CHARLESTON, a municipal
corporation,

By

James E. Roark
Its Mayor

NCR CORPORATION, a Maryland
corporation,

By

PhO Combs
ASSISTANT TREASURER

Its _____

ITS NATURAL

PROPOSED SIGN LOCATION

NCB
OFFICE BUILDING

4 - WHITE PINE

43 - TALLS DENSE FOS

SOD

3 - CRIMSON KING MAPLE

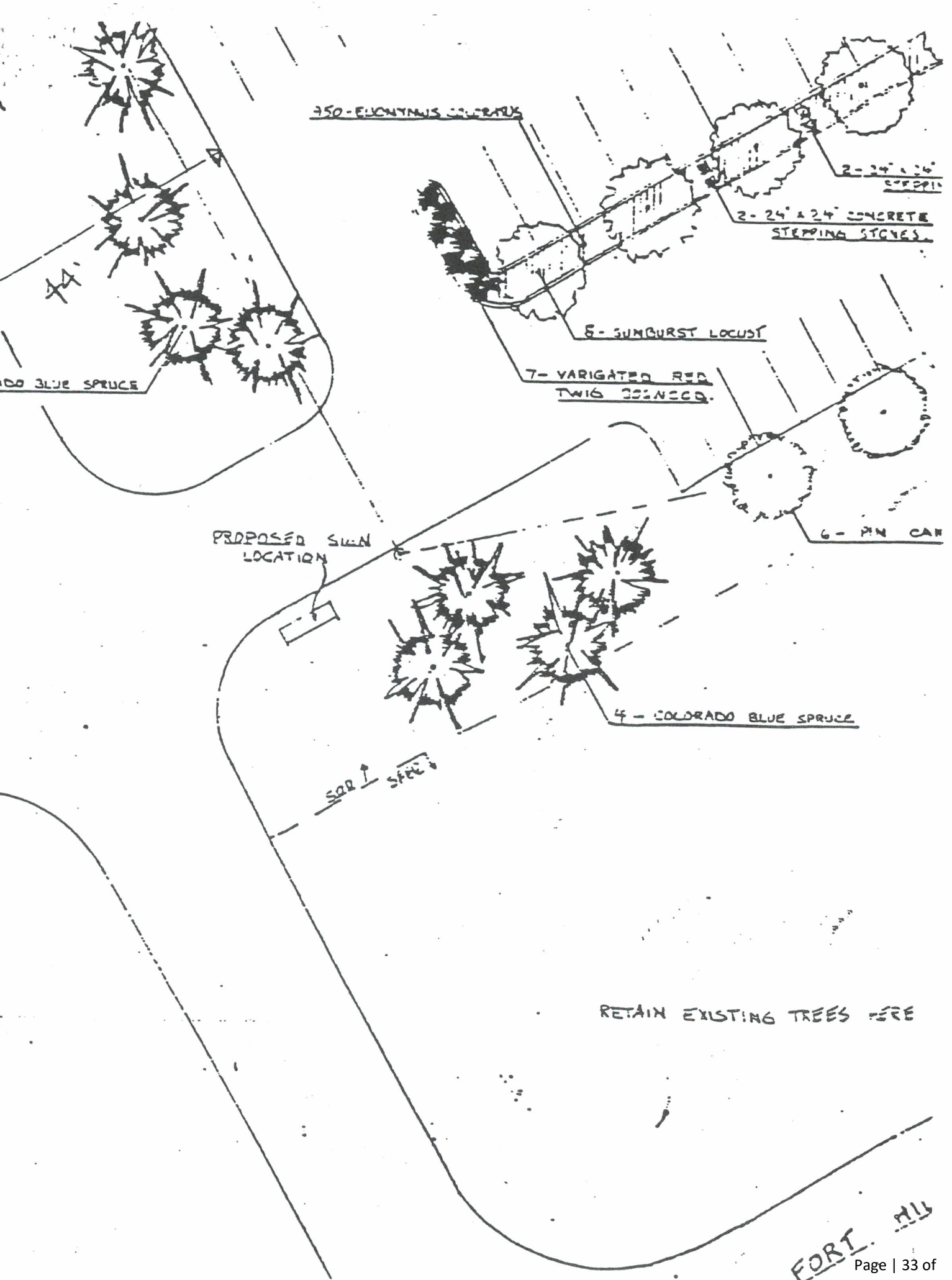
39 - SEA GREEN JUN. PER

SOD

CANTLEY DRIVE

4 - COLORADO BLUE SPRUCE

*Cantley r/hwy
intermap
house 40'*



Resolution No. 25-057

Introduced in Council:

July 7, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-057 - Authorizing the Mayor or City Manager to grant permanent easements from the City to the Charleston Sanitary Board and to enter into an Agreement for the re-routing of a 24-inch sewer main pipe on City property in order to accommodate renovations to Charleston Fire Department Station No. 4, where the estimated cost of re-routing the sewer main is \$54,578.30.

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

That the Mayor or City Manager are hereby authorized to:

1. Grant permanent easements from the City to the Charleston Sanitary Board for the re-routing of a 24-inch sewer main pipe on City property in order to accommodate renovations to Charleston Fire Department Station No. 4, which are attached hereto as Exhibit A; and
2. Enter into an Agreement with the Charleston Sanitary Board to reimburse it for the actual costs of re-routing the sewer main pursuant to the CSB's low-bid contract, where the estimated cost of re-routing the sewer main is \$54,578.30, but the actual costs may be less than or greater than that amount. A draft of the Agreement and estimated cost of the project are attached hereto as Exhibit B.

SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA
AGREEMENT FOR "A SANITARY SEWER MAIN PIPE RE-ROUTE"

This agreement between the Sanitary Board of the City of Charleston, West Virginia (hereinafter known as the Board) and **City of Charleston** (hereinafter known as the Customer), who owns the property located at **1810 Oakridge Road**.

WHEREAS, the Board owns, operates and maintains a section of 24-inch diameter sanitary sewer main pipe across part of the Customer's property at 1810 Oakridge Road; and

WHEREAS, the Customer desires to have the Board re-route the Board's existing sanitary sewer main pipe to accommodate Customer's proposed building additions; and

WHEREAS, the Customer acknowledges that the re-routed sanitary sewer main pipe is solely at its request and expense; and

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter set forth to be performed by the parties, each to the other, as well as the advantages to be derived by the Customer, the parties hereto agree to and with each other as follows:

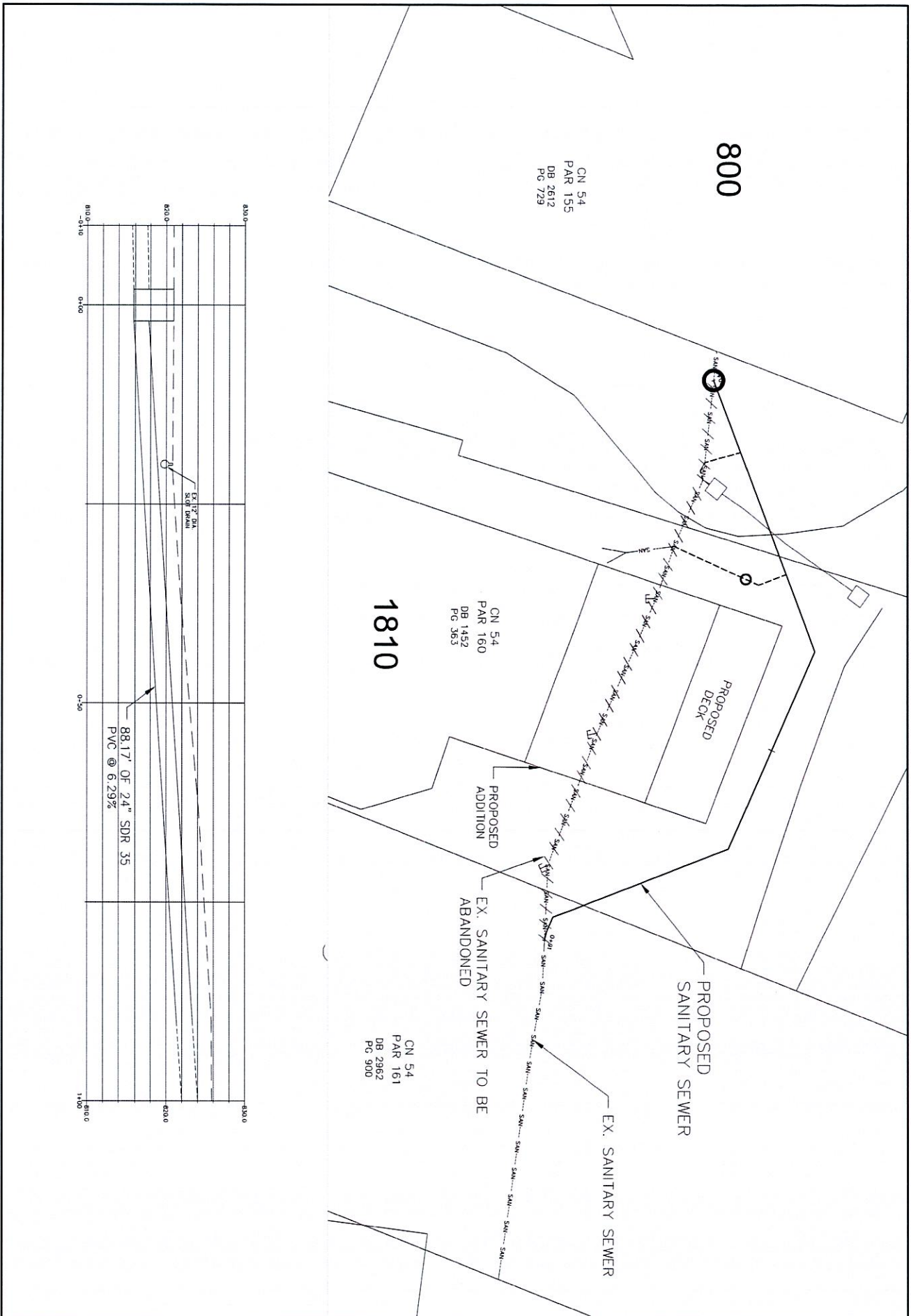
1. Said sewer main pipe re-route shall be made by the Board as requested herein by the Customer.
2. The Customer hereby deposits with the Board the amount of **\$54,578.30** which is the estimated cost of constructing the re-route.
3. Both parties hereby acknowledge that this is only an estimate and in the event the actual cost of the re-routed sewer line is less than the estimated amount, the Board will refund the balance to the Customer. In the event the actual cost to install the re-routed sewer line is more than the estimated amount, the Board will invoice the Customer for the balance and the Customer agrees to pay the invoice upon receipt.
4. The Customer understands that the re-routed main installed under this agreement will become the property of the Board.

Customer's Name: _____
(Print)

Customer's Signature: _____ Date: _____
(Signature)

The Sanitary Board of the City Charleston, West Virginia

By: _____ Date: _____



**1810 OAKRIDGE
SANITARY SEWER
REROUTE**

THE SANITARY BOARD OF THE
CITY OF CHARLESTON WV,
208 26TH STREET, WEST
CHARLESTON, WV 25387



CSB
THE SANITARY BOARD
OF THE CITY OF
CHARLESTON
WEST VIRGINIA

REVISIONS

NO.	DESCRIPTION	DATE

DATE

JUNE 2025

PROJECT

C-01



24" Dia. Sewer Main Re-route 1810 Oakridge Rd.

Description	Total Amount
Labor	\$ 17,780.00
Materials	\$ 25,566.30
Equipment	\$ 11,232.00
Total: \$ 54,578.30	

****Special Provisions***

**This estimate does not include rock removal. If rock is encountered the cost will be substantially more.*

**This estimate is based on closing off the rear of property to all traffic and open access from front to back on side drive.*

**This estimate includes plugging ends of existing 24" sewer with concrete and leaving remaining pipe and appurtenances in place.*

**Sanitary sewer easements on CSB's form will be required. Two from the City and one from adjacent property.*

**This estimate does not include asphalt paving.*

30-May-25



Qty	Unit	Description	Unit Price	Total Amount
82	Hours	Operator	\$ 70.00	\$ 5,740.00
164	Hours	laborer	\$ 70.00	\$ 11,480.00
8	Hours	Truck Driver	\$ 70.00	\$ 560.00
82	Hours	Case 580 Backhoe or Equal	\$ 55.00	\$ 4,510.00
14	Hours	Hydraulic Hammer for 580 Case or Equal	\$ 25.00	\$ 350.00
82	Hours	Dump Truck	\$ 50.00	\$ 4,100.00
12	Hours	Tractor and Trailer Equipment Mob and DeMob	\$ 50.00	\$ 600.00
41	Hours	Cutoff Saw	\$ 5.00	\$ 205.00
41	Hours	Trench Compactor	\$ 5.00	\$ 205.00
57	Hours	Safety Equipment	\$ 2.00	\$ 114.00
82	Hours	Hand Tools	\$ 9.00	\$ 738.00
82	Hours	Steel Road Plates 4' x 8'	\$ 5.00	\$ 410.00
1	LS	Pipe Bedding, Crusher Run and Concrete Trench Cap	\$ 5,800.00	\$ 5,800.00
112	LF	24" Dia. SDR35 Sewer Pipe	\$ 53.58	\$ 6,000.96
3	Ea.	24" Dia. SDR35 Gasketed Bell 45	\$ 2,295.26	\$ 6,885.78
2	Ea.	6" Dia. Inserta Tees	\$ 152.93	\$ 305.86
1	Ea.	8" Dia. Inserta Tee	\$ 242.34	\$ 242.34
2	Ea.	24" Dia. SDR 35 Gasketed Repair Couplings	\$ 2,185.32	\$ 4,370.64
2	Ea.	24" Dia. PCV x VCP Fernco Couplings	\$ 179.37	\$ 358.74
1	Ea.	US Foundry MH F&C	\$ 425.00	\$ 425.00
1	Ea.	Lamp Hole F&C	\$ 178.00	\$ 178.00
5	LF	8" SDR35 Pipe	\$ 9.20	\$ 46.00
20	LF	6" SDR35 Pipe	\$ 39.70	\$ 794.00
5	Ea.	6" SDR35 45	\$ 25.46	\$ 127.30
1	Ea.	6" SDR35 CO Assy	\$ 31.68	\$ 31.68
				\$54,578.30

30-May-25

Resolution No. 25-058

Introduced in Council:

July 7, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 25-058 – Authorizing the Mayor or City Manager to enter into a contract with
2 Claxton & Sons to purchase various classes of Portland Cement on an as-needed basis at
3 the prices listed in Exhibit A, pursuant to a competitive bidding process.

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

6
7 That the Mayor or City Manager is authorized to enter into a contract with Claxton & Sons to
8 purchase various classes of Portland Cement on an as-needed basis at the prices listed in
9 Exhibit A, pursuant to a competitive bidding process.

Solicitation: 2025-30 Portland Cement

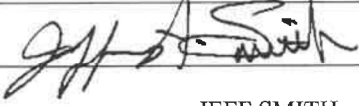
PRICING PAGE

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

Item Number	Class of Concrete	Unit Price	UM	Estimated Quantity	TOTAL
1	A	\$ 194.90	CY	90	\$ 17,541.00
2	B	\$ 192.90	CY	35	\$ 6,751.50
3	C	\$ 190.90	CY	25	\$ 4,772.50
4	D	\$ 188.90	CY	25	\$ 4,722.50
5	Flow-Able Fill	\$ 177.90	CY	45	\$ 8,005.50
	Fuel Surcharge	\$ 40.00	EA	20	800.00
GRAND TOTAL:					\$ 42,593.00

QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED. The price of unit items will not change based on amount ordered.

(Company) CLAXTON SMITH & SONS CONCRETE COMPANY, INC.

(Signature) 

(Printed Name) JEFF SMITH

(Title) VP

(Date) 6-10-2025

(Phone Number) 304-755-5000

(Email Address) JEFF@CTSWV.COM

2025-30 Portland Cement			
Business	Opened at	Bid Total	Local Vendor Preference
Claxton Smith & Sons Concrete Company, Inc.	6/13/2025 2pm	\$ 42,593.00	\$40,889.28

2025-30 Portland Cement	
	Claxton Smith & Sons Concrete Company, Inc.
<u>Mandatory Requirement</u>	
1 - Class A	\$ 17,541.00
2 - Class B	\$ 6,751.50
3 - Class C	\$ 4,772.50
4 - Class D	\$ 4,722.50
5 - Flow-able Fill	\$ 8,005.50
Fuel Surcharge	\$ 800.00
Certificate of Insurance	Yes
Vendor Protest Acknowledgement	Yes
Contact and Signature Form	Yes
Pricing Page	Yes
Addendum Acknowledgement	Yes
Local Vendor Form (if Applicable)	Yes
City of Charleston Purchasing Affidavit	Yes
Grand Total	\$ 42,593.00



CITY OF CHARLESTON
RECOMMENDATION TO AWARD

DATE: June 18, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025- 30 Portland Cement

Claxton Smith & Sons Cement Company, Inc. - \$42,593.00

Award Recommendation: Check the appropriate box below.

☒ **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to **Claxton Smith & Sons Cement Company, Inc.** in the amount of **\$42,593.00.**

☐ **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 submitted.

Respectfully,

Signature

Date

Printed Name and Title

Brent L. Webster
Public Works Director

Resolution No. 25-059

Introduced in Council:

July 7, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 25-059 – Authorizing the Mayor or City Manager to enter into a contract with
2 Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone at the
3 prices listed in Exhibit A, pursuant to a competitive bidding process.

4

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

6

7 That the Mayor or City Manager is authorized to enter into a contract with Martin Marietta
8 Materials, Inc., to purchase various classes and sizes of aggregate stone at the prices listed in
9 Exhibit A, pursuant to a competitive bidding process.

202531 River Gravel and Limestone Aggregates			
Business	Opened at	Bid Total	Local Vendor Preference
Martin Marietta	6/26/2025 2:00pm	\$719,950.00	\$714,950.00

2025-31 River Gravel and Limestone Aggregates

	Martin Marietta
<u>Mandatory Requirement</u>	
#57 Limestone	\$ 353,500.00
#4 Limestone	\$ 70,000.00
3/4 Crusher Run	\$ 126,000.00
4" and Larger Rip Rap	\$ 138,000.00
Concrete/Mortar Sand	\$ 17,150.00
3/8 Pea Gravel	\$ 15,300.00
3.2 Plant Location within 20 miles	Yes
Vendor Protest Acknowledgement	Yes
Contact and Signature Form	Yes
Pricing Page	Yes
Addendum Acknowledgement	Yes
Local Vendor Form (if Applicable)	Yes
City of Charleston Purchasing Affidavit	Yes
Grand Total	\$ 719,950.00



CITY OF CHARLESTON
RECOMMENDATION TO AWARD

DATE: June 26, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025-31 River Gravel and Limestone Aggregates

Martin Marietta - \$719,950.00

Award Recommendation: Check the appropriate box below.

☒ **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to **Martin Marietta** in the amount of **\$719,950.00**.

☐ **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 submitted.

Respectfully,


Signature

27 June 25
Date

Brent L. Webster
Printed Name and Title
Public Works Director

PRICING PAGE

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

<u>Mandatory Requirement</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Total Price</u>
#57 Limestone	10,000	TON	\$35.35	\$353500.00
#4 Limestone	2,000	TON	\$35.00	\$70000.00
¾ Crusher Run	4,000	TON	\$31.50	\$126000.00
4" and Larger Rip Rap	3,000	TON	\$46.00	\$138000.00
Concrete/Mortar Sand	500	TON	\$34.30	\$17150.00
3/8 Pea Gravel	500	TON	\$30.60	\$15300.00
GRAND TOTAL				\$ 719950.00

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

(Company) Martin Marietta

(Signature)

(Printed Name) Joseph McCallister

(Title) Sales Representative

(Date) 06.23.25

(Phone Number) 304-679-9078

(Email Address) joseph.mccallister@martinmarietta.com

* your address:

Martin Marietta
363 Lower Plant Road
Eastflete WV 25112

* we are requesting to be considered a local vendor *



Solicitation: 2025-31 Various Aggregates

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) Joseph McCallister Sales Representative

(Address) 1601 Grand Central Ave Suite 10 Vienna WV 26105

(Phone Number) 304-679-9078

(email address) joseph.mccallister@martinmarietta.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) Martin Marietta

(Signature) 

(Printed Name) Joseph McCallister

(Title) Sales Representative

(Date) 06.23.25

(Phone Number) 304-679-9078

(Email Address) joseph.mccallister@martinmarietta.com

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

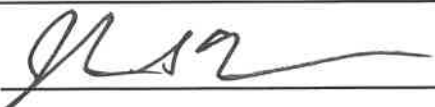
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance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

CONFIDENTIALITY:

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

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

Vendor's Name: Martin Marietta Joseph McCallister

Authorized Signature:  Date: 06.23.25

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: 06.23.25

Solicitation: 2025-31 River Gravel and Limestone Aggregates



ADDENDUM ACKNOWLEDGEMENT FORM

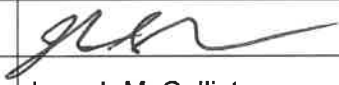
SOLICITATION NO.: 2025-31 River Gravel and Limestone Aggregates

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:	Martin Marietta
Authorized Signature:	
Printed Name:	Joseph McCallister
Date:	06.23.25

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: Martin Marietta

Authorized Signature: [Signature] Date: 6/21/25

Joseph McCallister 06/23/25
(Printed Name and Title)

State of West Virginia

County of WOOD, to wit:

Taken, subscribed, and sworn before me this 21st day of June, 2025.

[SEAL]

[Signature]
Notary Public

My Commission expires April 10, 2030, 2030.

Name of Procurement: 2025-31 River Gravel and Limestone Aggregates Bid Opening Date:



1 Resolution No. 25-060

2
3 Introduced in Council:

Adopted by Council:

4
5 July 7, 2025

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12 Resolution No. 25-060 – Authorizing the Mayor or City Manager to enter into an agreement
13 with American Asphalt of West Virginia, LLC., to purchase various asphalt at the prices listed in
14 Exhibit A, where the prices were determined pursuant to a competitive bidding process
15 conducted by the State of West Virginia.

16
17 Be it Resolved by the Council of the City of Charleston, West Virginia:

18
19 That the Mayor or City Manager is authorized to enter into an agreement with American
20 Asphalt of West Virginia, LLC., to purchase various asphalt at the prices listed in Exhibit A,
21 where the prices were determined pursuant to a competitive bidding process conducted by the
22 State of West Virginia.

AGREEMENT FOR PURCHASE OF ASPHALT MATERIAL

THIS AGREEMENT is made this 23 day of June, 2025, between **THE CITY OF CHARLESTON**, West Virginia, a municipal corporation, hereinafter called “**City**”, and “**American Asphalt of West Virginia LLC**,” hereinafter called “**Supplier**.”

WHEREAS, on August 23, 2024, the State published Centralized Request for Quote 0803 “to establish a multiple award, open-end contract for WVDOH Agency pick-up of asphalt material from Vendor plant locations, for use in repair projects and preventative maintenance of roadways throughout the State of West Virginia,” which is more fully set forth in the Master Agreement, with responsive bids to the Centralized Request for Quote due by September 19, 2024; and

WHEREAS, Supplier timely submitted a bid in response to the Centralized Request for Quote and was subsequently awarded the contract by State;

WHEREAS, Supplier has agreed to extend the rate submitted and accepted by the State to the City as well; and

WHEREAS, the City and Supplier hereby incorporate all of the terms of the State of West Virginia Master Agreement and the bid submitted by Supplier into this Agreement as if they are fully set forth and restated herein and further agree as follows;

WITNESSETH:

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties enter into this Agreement and agree as follows:

- 1.) This Agreement explicitly incorporates all of the terms of the State of West Virginia Master Agreement documents by the City and Supplier, which are attached hereto as Exhibit A. However, any references to “State of West Virginia” or “State” contained in the Agreement are hereby deleted and replaced with “City of Charleston” or “City.” In the event of any conflict between this Agreement and Exhibit A, the City shall have the exclusive authority to select which term controls.
- 2.) The term of the Agreement is from the execution date of this “Agreement for Purchase of Asphalt Material” through December 31, 2025.
- 3.) Supplier shall, at its own cost and expense, procure and maintain so long as this Agreement is in effect general public liability insurance against claims for personal injury, death and property damages, which shall be written by an insurance company or companies authorized to do business in the State of West Virginia. The limit per occurrence shall be not less than One Million Dollars (\$1,000,000.00), shall be the primary insurance for any claims related to Supplier, and shall name the City as an additional insured on the public liability policy.

- 4.) Any references made to Department Contacts as laid out in the Master Agreement are hereby updated for the City to reflect: City Manager, City of Charleston, P.O. Box 2749, hand delivery to City Manager, 501 Virginia Street East, Charleston, WV 25031. The applicable phone number is 304-348-8014.
- 5.) If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.
- 6.) The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia.
- 7.) All amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both parties.

IN WITNESS WHEREOF, by the duly authorized signatures below, the City and Supplier hereby agree and accept the terms set forth in this Agreement and Exhibit A, and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement and Exhibit A.

**THE CITY OF CHARLESTON,
A West Virginia municipal corporation**

**American Asphalt of WV, LLC,
a West Virginia Corporation**

By:_____

By:_____

Its:_____

Its:_____

Date:_____

Date:_____

Mailing Address:

Mailing Address:

**City of Charleston
Attn: City Manager's Office
501 Virginia Street, East
Charleston, WV 25301**

**P.O. Box 229
2334 Rt. 52
Kenova, WV 25530**



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 11-21-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0066 DOT6624C095B 1	Procurement Folder:	1463325
Document Name:	Asphalt Material Pick Up by Agency 6624C095	Reason for Modification:	
Document Description:	Asphalt Material Pick Up by Agency 6624C095		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-12-31

VENDOR				DEPARTMENT CONTACT																					
Vendor Customer Code:000000189366 AMERICAN ASPHALT OF WEST VIRGINIA LLC 2334 ROUTE 52 KENOVA WV 25530 US Vendor Contact Phone:999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>					Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name:Careasa M Nichols Requestor Phone:304-414-3212 Requestor Email:careasa.m.nichols@wv.gov	
	Discount Allowed	Discount Percentage	Discount Days																						
#1	No	0.0000	0																						
#2	No																								
#3	No																								
#4	No																								

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:	Open End
---------------------	----------

PURCHASING DIVISION AUTHORIZATION
SIGNED BY : Joseph E Hager III
DATE: 2024-11-21
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
SIGNED BY : John S Gray
DATE: 2024-11-21
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
SIGNED BY : Cody E Rose
DATE: 2024-11-21
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, American Asphalt of WV, agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Asphalt-Pickup per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 09/17/2024, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Base I

Extended Description:

Asphalt Section 401 - Base I

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - 25mm Superpave

Extended Description:

Asphalt Section 401 - 25mm Superpave

wvOASIS Commodity Note VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Base II

Extended Description:

Asphalt Section 401 - Base II

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Patch and Level

Extended Description:

Asphalt Section 401 - Patch and Level

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Wearing IV

Extended Description:
Asphalt Section 401 - Wearing IV

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - Wearing IV

Extended Description:
Asphalt Section 402 - Wearing IV

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - 19mm Superpave

Extended Description:
Asphalt Section 401 - 19mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Scratch Course

Extended Description:
Asphalt Section 401 - Scratch Course

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - 9.5mm Superpave

Extended Description:
Asphalt Section 402 - 9.5mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Wearing 1

Extended Description:
Asphalt Section 401 - Wearing 1

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - Wearing 1

Extended Description:
Asphalt Section 402 - Wearing 1

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - 4.75mm Superpave

Extended Description:
Asphalt Section 401 - 4.75mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - 4.75mm Superpave

Extended Description:
Asphalt Section 402 - 4.75mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Wearing III

Extended Description:
Asphalt Section 401 - Wearing III

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - Wearing III

Extended Description:
Asphalt Section 402 - Wearing III

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - 12.5mm Superpave

Extended Description:
Asphalt Section 401 - 12.5mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - 12.5mm Superpave

Extended Description:
Asphalt Section 402 - 12.5mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Plant Run

Extended Description:
Asphalt Plant Run

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	12161804			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Surcharge for PG Binder 58-28S

Extended Description:
Surcharge for PG Binder 58-28S

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	12161804			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Surcharge for PG Binder 64H-22

Extended Description:
Surcharge for PG Binder 64H-22

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	12161804			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Surcharge for PG Binder 64E-22 - 400 ton increments.

Extended Description:
Surcharge for PG Binder 64E-22 - 400 ton increments.

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ESAL Surcharge - 3 million to 20 million ESALs

Extended Description:
ESAL Surcharge - 3 million to 20 million ESALs

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ESAL Surcharge - Greater than 20 million ESALs

Extended Description:
ESAL Surcharge - Greater than 20 million ESALs

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Off-Season Plant Opening - First Day

Extended Description:
Off-Season Plant Opening - First Day

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Off-Season Plant Opening - Each Additional Day

Extended Description:
Off-Season Plant Opening - Each Additional Day

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2024

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

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

PRODUCER Sterling G Thompson Company, LLC 401 W. Main St Suite 1200 Louisville, KY 40202	CONTACT NAME: PHONE (A/C, No, Ext): (502) 585-3277 FAX (A/C, No): (502) 585-3306 E-MAIL ADDRESS: info@sterlingthompson.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America
	NAIC # 25674
INSURED American Asphalt of WV, LLC P.O. Box 229 Kenova, WV 25530	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		660-1R743277	7/12/2023	7/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-1R735683-23-14-G	7/12/2023	7/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CUP-1R744471-23-14	7/12/2023	7/12/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB-1R738415-23-14-G	7/12/2023	7/12/2024	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			QT-660-4T144767-COF-23	7/12/2023	7/12/2024	Leased/Rented EQ 225,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

WV Department of Transportation
1900 Kanawha Blvd E Bldg 5
Charleston, WV 25305

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

AUTHORIZED REPRESENTATIVE



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 1463325

Doc Description: Asphalt Material Pick Up by Agency 6624C095

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-23	2024-09-19 13:30	CRFQ 0803 DOT2500000017	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: 000000189366

Vendor Name: American Asphalt of WV

Address: P.O. Box 229

Street:

City: Kenova

State: WV

Country: US

Zip: 25530

Principal Contact: Daren Dean

Vendor Contact Phone: 304.453.6196

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor

Signature X 

FEIN# 45-5468955

DATE 9/13/24

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish a multiple award, open-end contract for WVDOH Agency pick-up of asphalt material from Vendor plant locations, for use in repair projects and preventative maintenance of roadways throughout the state of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalt Section 401 - Base I	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Asphalt Section 401 - Base I

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Asphalt Section 401 - 25mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Asphalt Section 401 - 25mm Superpave

wvOASIS Commodity NoteVENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

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) Tave Parlier

(Address) P.O. Box 229 Benava WV 25530

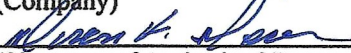
(Phone Number) / (Fax Number) 304.453.6196 / 304.453.6430

(email address) tave.parlier@americanasphaltwv.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, 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, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, 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 State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

American Asphalt of WV LLC
(Company)


(Signature of Authorized Representative)

Daron F. Dean, President
(Printed Name and Title of Authorized Representative) (Date)

304.453.6196 / 304.453.6430
(Phone Number) (Fax Number)

blacktopdaron@aol.com
(Email Address)

REQUEST FOR QUOTATION
Asphalt Material Pick Up by Agency

- 9.3 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Tave Parker
Telephone Number: 304.453.6196
Fax Number: 304.453.6430
Email Address: tave.parker@americanasphaltwv.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: American Asphalt of WV LLC

Address: P.O. Box 229 Kenova WV 25530

Name of Authorized Agent: Tave Parker Address: 2334 Rt 52 Kenova WV

Contract Number: CRFQ 0803 DOT 2500000017 Contract Description: Asphalt Material Pick UP

Governmental agency awarding contract: WV Department of Transportation

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

Daren F. Dean 100%

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.

Signature: Tave Parker Date Signed: 9/18/2024

Notary Verification

State of West Virginia, County of Wayne:

I, Tave Parker, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18 day of September, 2024

Dawnita Carol Young

Notary Public's Signature

To be completed by State Agency:

Date Received by state agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



NOTARY PUBLIC OFFICIAL SEAL
Dawnita Carol Young
State of West Virginia
My Commission Expires
February 15, 2027
BTI CONTRACTING INC
2334 ROUTE 52
KENOVA, WV 25530

Revised April 1, 2022

**Asphalt Material Pick Up by Agency 6624C095
ATT A Pricing Pages**

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the **disqualification** of corresponding bid. Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for Pick Up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name: American Asphalt of WV, LLC
Asphalt Plant Name: St. Albans
Asphalt Plant Location: St. Albans, WV
 (911 Address) 484 Industrial Road St. Albans, WV
Latitude Coordinate: 38.41186 N
Longitude Coordinate: 81.85154 W

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

☒	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
☒	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
☒	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
☐	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
☐	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
☐	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
☒	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
☐	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
☒	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
☒	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Asphalt Section 401 - Base I	TON	78.94
2	Asphalt Section 401 - 25mm Superpave	TON	79.89
3	Asphalt Section 401 - Base II	TON	80.72
4	Asphalt Section 401 - Patch and Level	TON	80.72
5	Asphalt Section 401 - Wearing IV	TON	81.39
6	Asphalt Section 402 - Wearing IV	TON	91.22
7	Asphalt Section 401 - 19mm Superpave	TON	83.54
8	Asphalt Section 401 - Scratch Course	TON	88.10
9	Asphalt Section 402 - 9.5mm Superpave	TON	97.57
10	Asphalt Section 401 - Wearing 1	TON	88.10
11	Asphalt Section 402 - Wearing 1	TON	97.57
12	Asphalt Section 401 - 4.75mm Superpave	TON	118.91
13	Asphalt Section 402 - 4.75mm Superpave	TON	118.95
14	Asphalt Section 401 - Wearing III	TON	113.94
15	Asphalt Section 402 - Wearing III	TON	118.92
16	Asphalt Section 401 - 12.5mm Superpave	TON	96.22
17	Asphalt Section 402 - 12.5mm Superpave	TON	96.22
18	Asphalt Plant Run	TON	89.10
19	Surcharge for PG Binder 58-28S	TON	5.00
20	Surcharge for PG Binder 64H-22	TON	5.00
21	Surcharge for PG Binder 64E-22 - ordered in 400 ton increments	TON	12.50
22	ESAL Surcharge - 3 million to 20 million ESALs	TON	1.75
23	ESAL Surcharge - Greater than 20 million ESALs	TON	4.50
24	Off-Season Plant Opening - First Day	DAY	3500.00
25	Off-Season Plant Opening - Each Additional Day	DAY	1250.00

**Asphalt Material Pick Up by Agency 6624C095
ATT A Pricing Pages**

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the **disqualification** of corresponding bid. Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for Pick Up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	American Asphalt of WV, LLC
Asphalt Plant Name:	Kenova
Asphalt Plant Location:	Kenova, WV
(911 Address)	2334 Rt 52 Kenova, WV 25530
Latitude Coordinate:	38.35188 N
Longitude Coordinate:	82.59261 W

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

☒	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
☒	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
☐	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
☐	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
☐	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
☐	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
☐	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
☐	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
☐	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
☒	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Asphalt Section 401 - Base I	TON	77.27
2	Asphalt Section 401 - 25mm Superpave	TON	78.22
3	Asphalt Section 401 - Base II	TON	80.12
4	Asphalt Section 401 - Patch and Level	TON	80.12
5	Asphalt Section 401 - Wearing IV	TON	82.83
6	Asphalt Section 402 - Wearing IV	TON	89.57
7	Asphalt Section 401 - 19mm Superpave	TON	80.45
8	Asphalt Section 401 - Scratch Course	TON	87.70
9	Asphalt Section 402 - 9.5mm Superpave	TON	93.17
10	Asphalt Section 401 - Wearing 1	TON	87.70
11	Asphalt Section 402 - Wearing 1	TON	95.90
12	Asphalt Section 401 - 4.75mm Superpave	TON	118.91
13	Asphalt Section 402 - 4.75mm Superpave	TON	118.95
14	Asphalt Section 401 - Wearing III	TON	103.94
15	Asphalt Section 402 - Wearing III	TON	118.92
16	Asphalt Section 401 - 12.5mm Superpave	TON	96.22
17	Asphalt Section 402 - 12.5mm Superpave	TON	96.22
18	Asphalt Plant Run	TON	88.70
19	Surcharge for PG Binder 58-28S	TON	5.00
20	Surcharge for PG Binder 64H-22	TON	5.00
21	Surcharge for PG Binder 64E-22 - ordered in 400 ton increments	TON	12.50
22	ESAL Surcharge - 3 million to 20 million ESALs	TON	1.75
23	ESAL Surcharge - Greater than 20 million ESALs	TON	4.50
24	Off-Season Plant Opening - First Day	DAY	3500.00
25	Off-Season Plant Opening - Each Additional Day	DAY	1250.00

Resolution No. 25-061

Introduced in Council:

July 7, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-061 – Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding (MOU) with other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one-year period starting July 1, 2025, and ending June 30, 2026.

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 Memorandum of Understanding (MOU) with other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one-year period starting July 1, 2025, and ending June 30, 2026.

MEMORANDUM OF UNDERSTANDING

The following agencies hereby enter into this Memorandum of Understanding (MOU) as of the date this MOU is signed by the agency's representative. The effective date of this MOU is July 1, 2025.

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

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

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

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

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

The participating agencies agree to the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. SALARY, BENEFIT, AND OVERTIME REIMBURSEMENT:

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

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

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

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

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

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

12. PROTOCOL FOR INTERACTION WITH THE NEWS MEDIA:

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

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

13. REPLACEMENT/REMOVAL OF OFFICERS ASSIGNED TO MDENT:

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

14. LIABILITY AND INSURANCE OBLIGATIONS:

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

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

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

15. PARTICIPATING AGENCIES: Effective July 1, 2025, the Task Force is, or can be composed of 23 officers as follows:

7 from Charleston Police Department

2 from St. Albans Police Department

1 from Nitro Police Department

1 from Dunbar Police Department

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

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

16. FUNDING TERM. For the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2025, through June 30, 2026. Subsequent contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

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

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

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

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

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

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

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

BY: _____ DATE: _____
Joesph Crawford
Sheriff of Kanawha County

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

BY: _____ DATE: _____
J.L. Mitchell
Superintendent WV State Police

BY: _____ DATE: _____
Lisa G. Johnston
U.S. Attorney, Southern District of WV

BY: _____ DATE: _____
Ryan McComas
Alcohol, Tobacco, and Firearms, and Explosives

BY: _____
Mike McDonald
Federal Bureau of Investigation

DATE: _____

Resolution No. 25-062

Introduced in Council:

July 7, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-062 – Authorizing the Mayor or City Manager to purchase office furniture, supplies, and equipment for the CARE Office from Stationers, Inc., with a total cost of \$57,898.66, where the supplies and pricing are provided in a competitively sourced statewide contract (SWC-Office23), and where the funding is provided by a CIT grant intended for the purchase of such supplies.

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

That the Mayor or City Manager is authorized to purchase office furniture, supplies, and equipment for the CARE Office from Stationers, Inc., with a total cost of \$57,898.66, where the supplies and pricing are provided in a competitively sourced statewide contract, and where the funding is provided by a CIT grant intended for the purchase of such supplies.

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form

CIT Grant

Date: 02/27/25 **Purchase Order #:** _____

Vendor: Stationers - State Contract (S000392) **Phone:** 304-558-2307

Contact: Mark Atkins **Fax:** _____

Address: 175 Industrial Ln Huntington

 (Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
10	Lorell Iron Horse 3200 lb Shelving [LLR59702]	202.05	2,020.50
10	Hammermill Fore Multipurpose Copy Paper - White [HAM103267]	145.74	1,457.40
10	Sharpie Permanent Marker Bold, fine - 12 pack [SAN30001B]	8.13	81.30
10	Sharpie S-Gel Pens Blue Ink - 1 dozen [SAN2096152]	11.09	110.90
10	uniball 207 Gel pen multi color 8 set [UBC40110]	7.46	74.60
5	G2 1.0 mm Gel Pens 36 pack - black [PIL84095]	28.11	140.55
5	G2 Retractable Gel Ink Pens 36 pack - blue [PIL84066]	28.11	140.55
5	Paper Mate Flair - Medium Pen Point -48/box [PAP4651]	49.42	247.10
10	Rediform Steno Notebooks 12 pack [RED36746PK]	27.32	273.20
30	Black n' Red Wirebound Notebook A5 5 x 8 [JDKL67000]	3.97	119.10
2	Hammermill Colors Recycled Copy Paper - Blue 10 cart [HAM103309C]	121.34	242.68
2	Hammermill Colors Copy Paper - Canary 10/cart [HAM103341CT]	121.30	242.60
2	Hammermill Colors Copy Paper - Green 10 ct [HAM103366CT]	121.34	242.68
10	Hammermill Colors Copy Paper - Salmon [HAM103119]	8.09	80.90
3	Xstamper 10 -in-1 Phrase Stamp [XST81041]	29.05	87.15
30	Akro-Mils Attached Lid Storage Container 8x 21x15 [AKM39085Grey]	15.70	471.00
5	Quartet Premium Galss Dry Erase markers - 6 pack [QRT79556]	10.07	50.35
10	Quartet EnduraGlide Dry Erase Markers - 4 pack [QRT500110M]	6.18	61.80
2	Avery Marks A Lot Dry Erase markers - 24 pack [AVE98188]	22.52	45.04
10	Xpo Eraser Cap Fine Magnetic Dry Erase Markers 4 pack [SAN194474]	5.80	58.00
5	Sharpie Flip Chart Marker Bullet - 7 pack [SAN22480PP]	5.64	28.20
5	Quartet Classic Magnetic Whiteboard - 4ftx3ft [QRTSM534B]	210.81	1,054.05
10	Post-It Notes Original Pads 12 pack [MMM654YW]	10.99	109.90
10	Post-It Super Sticky Neon Dispenser -18 pack [MMMR33018SSMIAC]	9.88	98.80
15	Post-It Super Sticky Lined Notes - 5pack [MMM6605SSCY]	10.28	154.20
10	Post-it Dispenser Notes and Flag Dispenser [MMMDS100]	8.85	88.50
10	Post-It Super Sticky Energy Boost 2x2 18 pack [MMM62218SSAUC]	10.34	103.40
10	Post-It Notes 1.5x2 24 pack [MMM65324VADB]	9.19	91.90
20	Post-It Flags Value Pack 200 pack	7.14	142.80
20	Advantus StikkiClips Adhesive Clips 20 - [AVT01220]	2.92	58.40
5	Post-It Important Message Note 4 pack [MMM76794]	2.94	14.70
5	Redi-Tag Sign Here Flags in Dispenser 120pack [RTG81024]	4.15	20.75

5	Officemate Giant Nonskid Paperclips 10pack [OIC99915]	18.03	90.15
5	Officemate Nonskid Paper clips 10pack [OIC99912]	6.05	30.25
10	Swingline SF 4 premium Satples 5000/box [SWI35450]	2.55	25.50
5	Business Source Full Strip Vertical Stapler [BSN65646]	17.70	88.50
2	Bostitch B8 Impulse 45 Electric Stapler [BOSB8EVALUE]	83.20	166.40
3	Swingline Light Duty Standard Stapler [SWI40501]	9.01	27.03
20	Business Source Fold back Binder Clips - Large - 12 pack [BSN36552]	3.44	68.80
20	Business Source Fold back Binder Clips - medium - 12 pack [BSN36551]	1.28	25.60
10	Business Source Fold-back Binder Clips small 12pack [BSN36550BX]	14.32	143.20
5	Tombow Original Mono Correction Tape - 10 pack [TOM68720]	15.93	79.65
5	Business Source Rubber bands [BSN1914LB]	2.58	12.90
5	Westcott 8" Titanium Straight Scissors 3 pack [ACM15454]	34.55	172.75
5	Sharpie King Size Permanent Markers - Bold - 12 pack [SAN15001A]	14.39	71.95
10	Sharpie Ultra Fine Permanent Marker - 12 pack [SAN37001B]	8.13	81.30
5	Smead 1/5 Tab Cut letter Hanging Folders - 25/box [SMD65001]	20.10	100.50
10	Business Source 1/5 Tab Cut Letter Hanging Folder Colors 25/box [BSN521]	22.02	220.20
10	Business Source 1/5 Tab Cut Letter Hanging Folder Extension - 25/box [BSN521]	22.22	222.20
5	Smead 1/3 Tab Interior File Folder - 100/box [SMD10230]	19.55	97.75
5	Smead 1/3 Tab Cut Letter File Fold Colors 100bx [SMD10229]	25.78	128.90
5	Smead 1/3 Tab Cut Letter File Folder Black [SMD10243]	24.19	120.95
20	Post-It Assorted Flag Combo Pack [MMM683XL1]	6.97	139.40
5	HON flagship storage cabinet with bins [HONSC183930LGS]	1,129.60	5,648.00
2	HON Parkwyn Loveseat - Black [HONVP3LLOVEBLK]	924.75	1,849.50
10	Charmin Professional Toilet Paper 75/cart [PGC71693]	69.30	693.00
10	Kleenex Scottfold Multifold Paper Towel 25/cart [KCC13254]	76.39	763.90
5	Scott Paper Towels 20cart [KCC41482CT]	39.84	199.20
10	Colorox Disinfecting Cleaning Wipes - 15 carton [CLO30112CT]	55.14	551.40
5	Colorox Healthcare Hydrogen Peroxide Cleaner Disinfectant Wipes [CLO308]	66.70	333.50
10	Lysol Disinfectant Spray - 12/carton [RAC74828CT]	125.42	1,254.20
10	Scotch-Brite Heavy Duty Scrub Sponges - 6 pack [MMM426]	6.50	65.00
10	Lysol Disinfecting Wipe - Bucket w/ wipes [RAC99856]	44.51	445.10
20	Samsill Regal Carrying Wallet Business Cards - black [SAM81220]	5.33	106.60
10	Berry 13 Gallon Trash Bags [WBI1DK200]	54.44	544.40
10	Genuine Joe Heavy Duty Trash Can Liners - 100/carton [GJO02864]	50.06	500.60
10	Rubbermaid Commercial Brute 55 gal Vented container [RCP265500G]	108.73	1,087.30
2	Iceberg Indestructable too bifold table balck [ICE65477]	174.12	348.24
20	GBC Fusion EZ Use Laminating Pouches - 100 / box [GBC3200716]	48.41	968.20
10	Exact Index Copy Paper Heavyweight - White - 250 / pack [WAU40411]	9.83	98.30
10	Purell Hand Santizer Gel 12 fl - 12/carton [GOJ363912CT]	70.34	703.40
5	Purell Advanced hand Sanitizer gel 4 oz 24 pack [GOJ965124CT]	49.44	247.20
5	BIC Brite Liner Highlighter Assorted - 12 pack [BICBL11AST]	4.85	24.25
5	Business Source Kraft Gummed Catalog Envelopes - 250/pack [BSN421]	63.47	317.35
2	Dawn Manual Dishwashing Liquid - 8/carton [PGC45112CT]	71.84	143.62

10	Genuine Joe Synthetic Blend Large Mophead [GJOBL5B]	4.68	46.80
2	Fabuloso All Purpose Cleaner 128 fl oz - 4 pack [CPC153058CT]	46.80	93.60
10	Clorox Ultra Clean Toilet Tablets Bleach - 6 carton [CLO30024CT]	56.48	564.80
2	Clorox Pro Toilet Bowl Cleaner w/ bleach - 12 pack [CLO00031CT]	49.75	99.50
1	Unger Ergo Toilet Bowl Brush Set 5 carton [UNGBBWHRCT]	128.73	128.73
1	Hoover TaskVac Commercial Bagless Upright Vacuum [HVRCH53010]	252.00	252.00
10	Kensington Pro Fit Ergo Wireless Keyboard/Mouse [KMW75406]	71.32	713.20
5	Logitech C270 Webcam [LOG9600000694]	25.19	125.95
5	Microban 64 GB Pinstripe USB Flash Drive - 10 pack [VER70901]	71.99	359.95
2	Lorell Ascession Club Chair = Black Seat Color [LLR68952]	408.15	816.30
2	Master Vison 4 Month Magnetic Dry Erase Planner [BVCGA05105830]	188.53	377.06
1	Stanley Black & Decker Bostitch Stowaway Utility Cart [BOSBSACLGC]	280.22	280.22
3	Lorell LCD Wall Clock [LLR60998]	63.45	190.35
4	Quartet Double Sided Garment Rack [QRT20314]	850.20	3,400.80
2	Lorell 14.5 Self Set Wall Clock [LLR61009]	52.08	104.16
2	Storex Stackable Literature Sorter [STX61435U01C]	211.46	422.92
2	HON H80193 End Table Gray [HON80193LS1]	274.05	548.10
5	maid Commercial 21.5 Gallon Food/Tote Boxes - 6 carton [RCP33010]	361.53	1,807.65
2	Iceberg Officeworks 4-shelf Storage Cabinet [ICE92571]	539.13	1,078.26
2	Kimtech Purple Nitrile Gloves - medium - 10 carton [KCC55082CT]	336.23	672.46
2	Kimtech Purple Nitrile Gloves - XL 10 carton [KCC55084CT]	336.23	672.46
5	Febreze Air Freshener Spray - 6 carton [PGC96256CT]	26.89	134.45
1	Genuine Joe 110 Volt Water Cooler [GJO22554]	169.20	169.20
5	Velcro 90197 Heavy Duty Industrial Strength [VEK90197]	21.26	106.30
3	Business Source Invisible Tape Dispenser with tape [BSN32948]	15.94	47.82
10	Duck Brand Utility Duct Tape [DUC242946]	6.59	65.90
4	Victor Phone Holder Desk Organizer [VCT95255]	26.44	105.76
5	Lorell Clip On Personal fan 2 pack [LLR44552 BD]	63.28	316.40
5	Honeywell Digital Ceramic Compact Heater [HWLHCE311V]	75.54	377.70
3	Business Source Storage Clip Board [BSN37513]	5.60	16.80
1	Advantus Vinyl ID Badge Holder - 50 pack [AVT75684]	15.68	15.68
2	Advantus Retractable Carabiner Style ID Reels 20 pack [AVT75552]	53.12	106.24
2	Lorell Fortress Series Storage Cabinet [LLR41308]	734.08	1,468.16
2	Bostitch EZ Squeeze 40 sheet 3 hole punch [BOSH40]	41.51	83.02
2	Swiffer Duster Kit [PGC11804]	6.64	13.28
5	Swiffer Heavy Duty Dusters 360 Refill kit [PGC21620CT]	50.54	252.70
3	pucessory Heavy Duty Indoor/Outdoor Extension Cord - 100 ft [CCS24]	55.00	165.00
1	Fellowes Powershred 425 Ci 100% Jam Proof Shredder [FEL38425]	2,554.20	2,554.20
5	Softsoap Soothing Liquid Hand Soap Pump [CPCUS04968ACT]	12.28	61.40
5	Genuine Joe Fork/Knife/Spoon Utensil Kit 250 [GJO58926]	70.46	352.30
3	Drano Max Gel Clog Remover 6 pack [SJN694772CT]	89.64	268.92
2	Sentry Safe Executive Security Safe [SENT0331]	735.07	1,470.14
10	Maxell Sync Up True Wireless Earbuds [MAX199899]	49.19	491.90

2	Expo Whiteboard Cleaning Wipes [SAN8150A]	7.98	15.96
8	Lorell Nonstudded Wide Lip Chairmat [LLR82826]	78.09	624.72
20	Black n' Red Casebound Ruled Notebooks [JDKD66174]	5.35	107.00
10	Nature Saver Hardcover Twin Wire Notebooks [NAT20205]	5.71	57.10
3	Startech.com Docking Station [STCDKT31CMDPHPD]	65.25	195.75
10	Endust Multipurpose Duster For Desktop Computer [NRZ11384]	8.42	84.20
1	Cosco 3-in-1 Assist Series Hand truck [CSC12312ABL1E]	325.08	325.08
2	Geunine Joe Fire-safe 3 gallon Ashtray Receptacle [GJO58884]	31.12	62.24
2	Cosco 2 step folding step stool [CSC11137PBL1E]	30.10	60.20
2	PDI Sani-Hands Instant Hand sanitizing wipes [PDID43600CT]	65.76	131.52
2	Rubbermaid Commercial LobbyPro Upright Dust Pan [RCP253100BK]	30.88	61.76
4	Genuine Joe WaterGuard Indoor/Outdoor Mat [GJO59476]	98.84	395.36
2	Swiffer Sweeper XL Wet Mopping Pads [PGC74471CT]	79.74	159.48
6	Bigfoot Doorstop Heavy Duty [MAS00972]	7.53	45.18
1	Unger Ergo Dustpan/Broom Combo [UNGEDPBR]	54.59	54.59
2	Purell Advanced Hand Sanitizer Gel Spray [GOJ969624CT]	45.60	91.20
5	Energeized LED Flashlight Combo Pack [EVEEVM5511S]	15.61	78.05
2	Rubbermaid Commercial Bruce 10 Qt Utility [RCP296300GY]	15.20	30.40
4	Genuine Joe Value Plus Plunger [GJO85130]	3.44	13.76
5	Genuine Joe Cleaning Tool Wall organizer Rack [GJO12504]	45.74	228.70
1	Rubbermaid Commercial Dual Action Sweeper [RCP421388BK]	89.30	89.30
1	Safeco Stow-Away Platform Hand Truck [SAF4053NC]	526.68	526.68
1	Genuine Joe 42 Piece Tool Kit with Case [GJO11963]	36.51	36.51
3	ScotchBrite HeavyDuty Dish wand [MMM6504]	3.01	9.03
2	Dixie Perfect Touch 16oz Hot cups [DXE5356CDCT]	209.66	419.32
3	Solo Clear 16oz Cold Cups [SCCTP16DCT]	189.28	567.84
1	Coffee Pro 10-12 Cup Stainless Steel Brewer [CFPCPCM4276]	61.89	61.89
10	Folgers Ground Classic Roast Coffee [FOL30407]	14.42	144.20
1	Keurig K1550 Commercial Coffee Maker [GMT0307]	206.55	206.55
6	Green Mountain Coffee Roasters Kcup Variety Pack [GMT9974]	15.98	95.88
2	Dixie Large Hot Cupt Lids [DXE9542500DXCT]	40.49	80.98
5	EightOClock Kcup [GMT0657]	13.39	66.95
5	Cinnabon Kcup Pod Coffee [GMT6305]	15.16	75.80
5	Airwick Scented Oil Warmer Unit [RAC78046]	11.80	59.00
5	AirWick Scented Oil Refill [RAC91109CT]	45.11	225.55
5	Airwick Scented Oil refill [RAC78473CT]	45.11	225.55
2	Arm&Hammer Trash Can Deodorizer [CDC3320084116CT]	39.42	78.84
2	9-5 Seating Jax High Back Lounghe Chair [NTF9236LGSFON]	1,014.30	2,028.60
2	Lorell Argyle Lounge Chair [LLR48160]	174.60	349.20
3	Geunine Joe 10" Printed paper plates [GJO10319CT]	44.97	134.91
10	Energizer Vision HD LED Headlamp [EVEHDB32E]	20.50	205.00
5	Procell by Duracell Alkaline AAA Batteries [DURPC2400BKD]	16.15	80.75
5	Procell by Duracell Alkaline AA Batteries [DURPC1500BKD]	26.75	133.75

5	Procell by Duracell Alkaline C Batteries [DURPC1400]	10.44	52.20
5	Procell by Duracell Alkaline D Batteries [DURPC1300]	18.67	93.35
10	StarTech USB-C Charger [STCUSB2AC50CM]	9.40	94.00
10	StarTech 4 Port USB Wall Charger [STCUSB4PACBK]	31.71	317.10
TOTAL			57,898.66

Requested By: Taryn Wherry **Date:** 6/27/2025

Purpose of Request: Office supplies through CIT Grant

CARE Director or Strategic Management Director:
☐ Denied ☒ Approved Taryn R. Wherry **Date:** 6/27/2025

Grant Administrator:
☐ Denied ☐ Approved _____ **Date:** _____

Budget Officer:
☐ Denied ☐ Approved _____ **Date:** _____

Grant: _____ **Account:** _____

Council Action Date: _____

Resolution No. 25-063

Introduced in Council:

July 7, 2025

Introduced by:

Mayor Amy Shuler Goodwin,
Frank Annie, Brent Burton,
Becky Ceperley, Caitlin Cook,
Harper Gardner, Mary Beth Hoover,
Joseph Jenkins, Bruce King,
Chuck Overstreet, Emmett Pepper,
Jennifer Pharr, Chad Robinson,
Kathy Rubio, Patrick Salango,
Joe Solomon, Shawn Taylor and Beth Kerns

Adopted by Council:

Referred to:

Finance

Resolution No. 25-063 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the United Way of Central West Virginia, Inc. relating to the administration and distribution of opioid settlement funds to local public entities under the terms set forth in the attached Exhibit A.

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

That the Mayor or City Manager is hereby authorized to enter into a Memorandum of Understanding with the United Way of Central West Virginia, Inc. relating to the administration and distribution of opioid settlement funds to local public entities under the terms set forth in the attached Exhibit A.

MEMORANDUM OF UNDERSTANDING

Between the City of Charleston, West Virginia and the United Way of Central West Virginia for the administration and distribution of opioid settlement funds to local public entities

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2025, by and between the City of Charleston, a West Virginia municipal corporation (“City”) and the United Way of Central West Virginia, Inc., a West Virginia non-profit corporation (“United Way”). City and United Way are each a Party to this MOU and may be referred to herein collectively as the Parties.

Whereas, the City, other West Virginia municipalities, West Virginia counties, and the State of West Virginia have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the City, other West Virginia municipalities, West Virginia counties, and the State of West Virginia engaged in litigation seeking to hold entities within the Pharmaceutical Supply Chain accountable; and

Whereas, the City, other West Virginia municipalities, West Virginia counties, and the State of West Virginia entered into the West Virginia First Memorandum of Understanding setting forth their agreement regarding the allocation and use of the proceeds of Settlements and Judgments arising from said litigation; and

Whereas, the City has been allocated certain funds that can be spent on Approved Purposes, as set forth in Exhibit A to the West Virginia First Memorandum of Understanding, which is also attached to and made a part of this MOU as Exhibit A; and

Whereas, in assessing the Approved Purposes, the City has determined that a portion of the settlement funds should be allocated to local entities working in prevention, treatment, and recovery, pursuant to guidance from the Opioid Collaborative Community Council (the “Community Council”) which shall be established by the City of Charleston contemporaneously with the adoption of this MOU; and

Whereas, the City has determined that a portion of the settlement funds should be allocated to the United Way to act as fiscal agent, provide staff support, and otherwise oversee the disbursement of these funds pursuant to the guidance of the Opioid Community Council.

Now, Therefore, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purpose

The purpose of this MOU is to establish a framework for the administration and distribution of opioid settlement funds to local entities working in prevention, treatment, and recovery. The funds were awarded to the City and will be distributed upon the direction of the Opioid Community Council created herein and with the oversight of the

United Way, in a manner consistent with the West Virginia First Memorandum of Understanding and this MOU.

2. Funding and Disbursement

The City agrees to disburse an initial amount of \$600,000 of opioid settlement funds to the United Way during July 2025. Beginning July 1, 2026, and continuing annually each fiscal year through June 30, 2029, the City shall disburse to the United Way an annual amount of \$100,000 of opioid settlement funds plus any interest that has accumulated in the City's opioid settlement fund account, which is designated as Fund 2027, at the time of disbursement. Disbursements after the initial amount are contingent on the City receiving scheduled future distributions from the West Virginia First Qualified Settlement Fund. In the event future distributions are not received, only the accumulated interest will be disbursed to the United Way. Funding, as it is received by the United Way, will be evenly split between three categories: Prevention, Treatment, and Recovery.

3. Responsibilities of the United Way

The United Way shall serve as the fiscal agent for the receipt, management, and distribution of the opioid settlement funds disbursed by the City pursuant to section 2 of this MOU. The United Way shall:

- Administer all funds in compliance with applicable local, state, and federal laws and guidelines.
- Serve as the community fiscal agent and provide compliance oversight for the Opioid Community Council, as designated herein.
- Ensure all funds and any accrued interest are used solely for purposes permitted by the West Virginia First Memorandum of Understanding and consistent with this MOU and Exhibit A hereto.
- Maintain records of all grant applications, grant recommendations, grant awards, and all related documents regarding the work of the Opioid Community Council.
- Assist the Opioid Community Council with:
 - Hosting at least one public forum every year to gather community feedback.
 - Developing a funding application process to be reviewed annually.
 - Develop the grading rubric for applications to be reviewed annually.
 - The creation of an annual report on the distribution and use of the funds, which the Opioid Community council can submit to the Mayor of Charleston and the Charleston City Council.

The United Way may retain an administrative fee no more than 10% of the funds disbursed each fiscal year in order to provide these resources, oversight, and management to the Opioid Community Council.

4. Use and Management of Funds

The following guidelines shall apply to the management and use of the opioid settlement funds that are disbursed pursuant to Section 2 of this MOU:

- Permitted Uses: All funds shall be used exclusively for the purposes described in applicable opioid settlement agreements and the West Virginia First Foundation guidelines. In particular, the funds shall be distributed in a manner consistent with the purposes set forth in Exhibit A.
- Interest Earnings: Any interest earned on funds disbursed pursuant to Section 2 of this MOU shall remain with the United Way and shall not lapse or revert to the City's general fund, except as provided for in this MOU.
- Grants awarded from these funds by the Opioid Community Council shall be for amounts between \$10,000 and \$50,000 each.
- Although funding is initially allocated evenly between categories for Prevention, Treatment, and Recovery, if fewer qualifying applications are received in any one category the remaining available funds may be redistributed into the other categories.

5. Creation of Opioid Collaborative Community Council

The Opioid Community Council will serve as an advisory board and will review all applications and provide final recommendations to the United Way for funding distribution. The United Way may reject recommendations if it believes that the recommendation would violate this MOU, local, state, or federal law, the West Virginia First Memorandum of Understanding, or is otherwise not in the best interest of the City of Charleston. Any such rejection shall be delivered in writing to the Opioid Community Council and the Community Council will be permitted to reallocate the funding recommendation. If the reason for the rejection can be cured by the applicant, the Community Council may reallocate the funding to the same applicant.

The Opioid Community Council shall comply with the open requirements for governing bodies under the West Virginia Governmental Meetings Act, and will post in a timely manner minutes, recommendations, and any additional communication with the City clerk office. Meetings will be open to the public.

The Opioid Community Council will consist of five (5) to nine (9) members, appointed by the Mayor of Charleston within 60 days of the adoption of this MOU. The Opioid Community Council appointments will be confirmed by Charleston City Council. The Opioid Community Council will include at least one professional with experience in: (a) Prevention; (b) Treatment; and (c) Recovery. The Opioid Community Council shall include at least one person in long-term recovery from an opioid use disorder. Initial members will be appointed for either one-year or two-year terms and all future

appointments will be for two-year terms in order to ensure the term expirations of the Opioid Community Council members are staggered. In the event of a vacancy on the Opioid Community Council, the Mayor shall appoint a replacement.

The Opioid Community Council shall appoint a Chairperson from among its members.

The Duties of the Opioid Community Council include:

- Hosting at least one public forum every year to gather community feedback.
- Developing a funding application process to be reviewed annually.
- Develop the grading rubric for applications to be reviewed annually.
- Evaluating funding applications based on a framework prioritizing prevention, treatment and recovery.
- Developing and utilizing a grading rubric to score applications. The rubric will be made available as part of the application.
- Submitting an annual report, with assistance from the United Way, on the distribution and use of the funds to the Mayor of Charleston and the Charleston City Council.

6. Ethics and Conflict of Interest

Opioid Community Council members shall be required to disclose any potential conflict of interest with respect to any grant application in writing to the United Way, the Mayor, and the Opioid Community Council, prior to assessment and scoring of said grant application. Members must recuse themselves from all votes or discussions in which any conflict exists. Furthermore, Opioid Community Council members are prohibited from applying for or receiving grant funds.

7. Term and Termination; Excess Funds

This MOU shall be in effect from the date of execution through June 30, 2029, unless amended or terminated earlier by mutual written agreement. Either party may terminate this agreement upon 60 days' written notice to the other party, provided that such termination shall not affect the disbursement of funds previously obligated or committed. If the MOU is terminated for any reason, including at its expiration on June 30, 2029, and there are funds remaining with the United Way, then those funds shall be returned to the City of Charleston and placed back into Fund 2027 for further uses consistent with Exhibit A.

8. Audit

The United Way shall maintain all records related to the receipt and distribution of funds pursuant to this MOU, including all grant applications, grant recommendations, grant awards, and all related documents regarding the work of the Opioid Community Council.

The City shall have the right to inspect and audit the records as needed to ensure compliance with the West Virginia First Memorandum of Understanding at any time, upon request.

9. Entire Agreement and Amendments

This MOU, including Exhibit A, constitutes the entire agreement between City and United Way and supersedes all prior or contemporaneous communications, whether electronic, oral or written between City and the United Way regarding this topic. This MOU may not be modified by the parties except in writing executed by the Parties and, in order for any modification to be enforced against City, shall reference the Section of this MOU to be modified and specifically identify the term, condition, or obligation to be modified.

10. Forum, Choice of Law, Jurisdiction

This MOU shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to any conflicts of laws provisions. The parties agree that any and all claims asserted by or against City arising under this Agreement, or related thereto, shall be exclusively heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

11. Section headings.

The section headings and subheadings contained in this MOU are included for convenience only and shall not limit or otherwise affect the terms of this MOU.

12. Severability

If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected thereby and all other parts of this MOU shall nevertheless be in full force or effect.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above and agree that they shall be bound by its terms.

City of Charleston, West Virginia

United Way of Central West Virginia

By: _____

By:

Name:

Name:

Title:

Title:

Date:

Date:

Resolution No. 25-064

Introduced in Council:

July 7, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 25-064 – Authorizing the Mayor or City Manager to enter into a one-year contract with West Virginia Demolition, Inc. with the option additional years, in the amount of \$4.75 per square foot and \$1.00 for emergency call out fees, for demolition services, where the price was determined as the result of a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a one-year contract with West Virginia Demolition, Inc. with the option additional years, in the amount of \$4.75 per square foot and \$1.00 for emergency call out fees, for demolition services, where the price was determined as the result of a competitive bidding process.

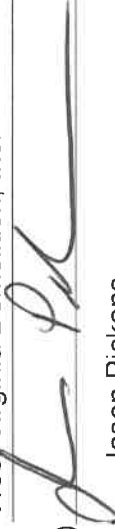
PRICING PAGE

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

<u>Mandatory Requirement</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Total Price</u>
Demolition Services per Square Foot of Structure	25,000	SF	\$4.75	\$ 118,750.00
Emergency Call Out Fee	25	EA	\$1.00	\$ \$25.00
<u>GRAND TOTAL</u>				\$ 118,775.00

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) 

(Printed Name) Jason Pickens

(Title) President

(Date) 06/30/25

(Phone Number) 304-543-2338

(Email Address) jpickens2010@yahoo.com

2025-15 Demolition Services		
Business	Opened at	Bid Total
West Virginia Demolition, Inc.	7/01/2025 2:00pm	\$118,775.00
Bob's Dump Truck	7/01/2025 2:00pm	\$137,500.00

2025-15 Demolition Services

	West Virginia Demolition Inc.	Bob's Dump Truck
<u>Mandatory Requirement</u>		
Demolition Services per Square Foot	\$ 118,750.00	\$ 112,500.00
Emergency Call Out Fee	\$ 25.00	\$ 25,000.00
Vendor Protest Acknowledgement	Yes	No
Contact and Signature Form	Yes	Yes
Pricing Page	Yes	Yes
Addendum Acknowledgement	Yes	Yes
Local Vendor Form (if Applicable)	Yes	N/A
City of Chalreston Purchasing Affidavit	Yes	Yes
Bid Bond	Yes	No
WV Contractor's License	Yes	Yes
Drug Free Workplace	Yes	No
Subcontractor's List	N/A	N/A
Certificate of Insurance	Yes	Yes
Grand Total	\$ 118,775.00	\$ 137,500.00



CITY OF CHARLESTON
RECOMMENDATION TO AWARD

DATE: July 1, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025- 15 Demolition Services

West Virginia Demolition, Inc. - \$118,775.00

Award Recommendation: Check the appropriate box below.

☒ **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 **\$118,775.00.**

☐ **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:

Bob's Dump Truck - \$137,500.00

Respectfully,

Billy W. Smith
Signature

7/1/25
Date

Billy W. Smith Building Commissioner
Printed Name and Title

Bill No. 8057

Introduced in Council:

Passed by Council:

June 2, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 AN ORDINANCE WITH RESPECT TO APPROVING
2 THE MAGAZINE BRANCH SANITARY SEWER
3 REPLACEMENT AND REHABILITATION PROJECT.
4

5 WHEREAS, the Sanitary Board is pursuing a sewer replacement and rehabilitation project
6 in the Magazine Branch area of the City of Charleston which is necessary to correct older, failing
7 sewer collection lines and is necessary for the health and welfare of the citizens of the City of
8 Charleston (the “Magazine Branch Project”); and

9 WHEREAS, Chapter 24, Article 2, Section 11(l) of the Code of West Virginia, 1931, as
10 amended, provides that the Council of the City of Charleston shall read the proposed construction
11 and the proposed rates, fees and charges at two meetings, with at least two weeks between each
12 meeting, with a public hearing to be conducted with or following the second reading, and that
13 enactment of the proposed construction and the proposed rates, fees and charges shall follow an
14 affirmative vote of the governing body and shall be effective no sooner than forty-five days
15 following the action of the governing body; and

16 WHEREAS, the Magazine Branch Project consists of two separate Phases and consists of
17 work including the planning, design, acquisition and construction of certain extensions, additions,
18 betterments and improvements to its existing sewerage system, including but not limited to, the
19 replacement and or rehabilitation of existing sewers in the areas of: Phase 1: Garrison Avenue
20 (between Edgewood Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific

1 Street; Crestlin Drive; Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road;
2 Summit Drive; and Edgewood Drive; and Phase 2: Garrison Avenue (between Crescent Road and
3 Edgewood Drive) and Rockaway Road; provided, that the work will further include all necessary
4 appurtenances; further provided, that to the extent that funds remain available, extensions,
5 additions, betterments and improvements to the remaining portion of the existing sewer system;
6 and

7 WHEREAS, the Sanitary Board is not proposing an increase in its rates, fees and charges
8 to support the Magazine Branch Project, thus the rates, fees and charges previously approved by
9 the Council of the City of Charleston for the Sanitary Board will be charged;

10 **Now, therefore, be it ordained by the Council of the City of Charleston, West Virginia:**

11 Section 1. That the construction of the Sanitary Board's Magazine Branch Sewer Replacement
12 and Rehabilitation Project consisting of two separate Phases and consisting of work including the
13 planning, design, acquisition and construction of certain extensions, additions, betterments and
14 improvements to its existing sewerage system, including but not limited to, the replacement and
15 or rehabilitation of existing sewers in the areas of: Phase 1: Garrison Avenue (between Edgewood
16 Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific Street; Crestlin Drive;
17 Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road; Summit Drive; and
18 Edgewood Drive; and Phase 2: Garrison Avenue (between Crescent Road and Edgewood Drive)
19 and Rockaway Road; provided, that the work will further include all necessary appurtenances;
20 further provided, that to the extent that funds remain available, extensions, additions, betterments
21 and improvements to the remaining portion of the existing sewer system is hereby authorized and
22 approved; and

1 Section 2. That, in accordance with the requirements of Chapter 24, Article 2, Section
2 11 of the Code of West Virginia, 1931, as amended, the approval of the proposed construction
3 shall be effective no sooner than 45 days from the date of said approval; and

4 Section 3. This Ordinance shall be effective immediately upon adoption.

5 First Reading: _____

6 Adopted on Second Reading: _____

7
8 _____
9 Mayor Amy Shuler Goodwin

City Clerk Miles Cary

**PETITION OF THE SANITARY BOARD
OF THE CITY OF CHARLESTON, WEST VIRGINIA**

TO THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

Pursuant to the provisions of Chapter 24, Article 2, Section 11(l) of the Code of West Virginia, 1931, as amended, the Sanitary Board of the City of Charleston, West Virginia (the "Sanitary Board") hereby petitions the Council of the City of Charleston to enact an ordinance (the "Project Ordinance") which shall:

(a) authorize the construction of the Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project as follows:

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;

and

(b) contain such other provisions as may be necessary in the premises.

THE SANITARY BOARD OF THE CITY
OF CHARLESTON, WEST VIRGINIA

By: _____

Mayor of the City of Charleston and
Ex-Officio Chairwoman

Member

Engineer-Member

April 10, 2025

21501301

**PETITION OF THE SANITARY BOARD
OF
THE CITY OF CHARLESTON, WEST VIRGINIA**

TO THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

Pursuant to the provisions of Chapter 16, Article 13, Section 5 of the Code of West Virginia, 1931, as amended, the Sanitary Board (the "Sanitary Board") of The City of Charleston, West Virginia (the "City"), hereby petitions the Council of the City (the "Council") to enact an ordinance or ordinances (the "Ordinance") which shall:

(A) authorize the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to the City's existing sewerage system (the "System");

(B) authorize the construction of the Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project, set forth in Exhibit A hereto (the "Magazine Branch Project") and incorporated herein by reference, in one or more phases;

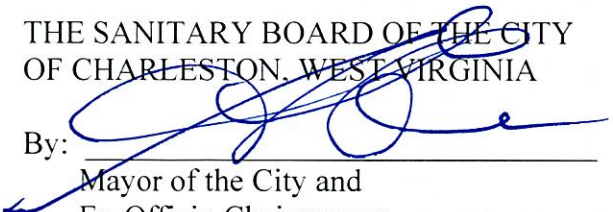
(C) authorize the issuance of not to exceed \$30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, in one or more series as may be required, of The City of Charleston, the proceeds of which, shall be used, along with other funds and moneys of, or available to, the Sanitary Board which may be lawfully expended for such purposes, to permanently finance the cost of such planning, design, acquisition and construction of the Magazine Branch Project, to fund reserve accounts for such bonds and to pay other costs in connection therewith;

(D) contain such other provisions as may be necessary in the premises.

The Sanitary Board respectfully represents to the Council that one of the two persons appointed to the Sanitary Board by the Council is a registered professional engineer.

WITNESS our signatures on this 10th day of April, 2025.

THE SANITARY BOARD OF THE CITY
OF CHARLESTON, WEST VIRGINIA

By: 

Mayor of the City and
Ex-Officio Chairwoman


Member

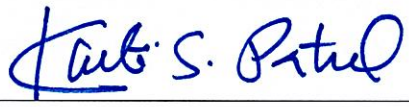

Engineer-Member

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.