

CHARLESTON CITY COUNCIL

Regular Meeting

November 3, 2025

at 7:00 PM



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

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

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

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 11-3-2025

PROCLAMATIONS

1. 11-3-2025

COMMUNICATIONS

1. 11-3-2025

REPORTS OF STANDING COMMITTEES

PLANNING, STREETS AND TRAFFIC

1. Bill No. 8063 – Amending the Zoning Ordinance by to a C-8 Village Commercial District the parcel of land identified as 1319 Bigley Avenue.
2. Bill No. 8064 - A Bill to establish a 20 MPH Speed Limit on Garvin Avenue from Washington Street West to Gilbert Drive and amending the Traffic Control Map and Traffic Control File.

FINANCE

1. Resolution No. 25-106 – Authorizing “Citizen Appreciation Parking” on Saturdays during the holidays with the waiving of hourly parking fees for all metered on-street parking spaces.
2. Resolution No. 25-107 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority on November 19, 2025.
3. Resolution No. 25-108 - Authorizing the Mayor or City Manager to enter into an agreement with Robbins Sports Surfaces for purchase of a used portable basketball court and necessary accessories for the Charleston Coliseum and Convention Center.
4. Resolution No. 25-109 - Authorizing the Mayor or City Manager to enter into a contract with Morton Salt Inc. for the purchase of road salt.
5. Resolution No. 25-110 - Authorizing approval of Amendment No. 5 of the FY 2025-2026 General Fund Budget.
6. Resolution No. 25-111 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha Valley Collective, Inc. relating to a one-time grant of \$60,000 for food distribution in November 2025 and December 2025.

REPORTS OF OFFICERS

1. 11-3-2025

NEW BILLS

1. 11-3-2025

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE NOVEMBER 17, 2025 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 10-30-2025

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

Bill No. 8063

Introduced in Council:

October 6, 2025

Introduced by:

Beth Kerns

Adopted by Council:

Referred to:

Municipal Planning Commission
Planning, Streets and Traffic

Bill No. 8063 – A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from an I-2 Light Industrial District to a C-8 Village Commercial District the parcel of land identified as 1319 Bigley Avenue, Charleston North District, Tax Map 29, Parcel 24 in the City of Charleston, Kanawha County, State of West Virginia.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from an I-2 Light Industrial District to a C-8 Village Commercial District the parcel of land:

Parcel No. 24 as shown on Charleston North Tax Map 29. Subject parcel commonly known as 1319 Bigley Avenue, Charleston, West Virginia. Said tax map is of record on the Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Section 1 of this Ordinance.

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

1 **Bill No. 8064**

2 Passed by Council:

3 Introduced in Council

4 **October 6, 2025**

5 Introduced by:

Referred to

6 **Chuck Overstreet**

Planning, Streets and Traffic

7
8
9 **Bill No. 8064** - A Bill to establish a 20 MPH Speed Limit on Garvin Avenue from Washington
10 Street West to Gilbert Drive and amending the Traffic Control Map and Traffic Control File,
11 established by the code of the City of Charleston, West Virginia, two thousand and
12 three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to
13 conform therewith.

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

15 Section 1. A Bill to establish a 20 MPH Speed Limit on Garvin Avenue from Washington
16 Street West to Gilbert Drive

17 Section 2. The Traffic Control Map and Traffic Control File, established by the code
18 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
19 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
20 amended, to conform to this Ordinance.

21 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
22 repealed to the extent of said inconsistency.

Resolution No. 25-106

Introduced in Council:

November 3, 2025

Introduced by:

Mary Beth Hoover

Adopted by Council:

Referred to:

Finance

Resolution No. 25-106 – Authorizing “Citizen Appreciation Parking” on Saturdays during the holidays as follows: November 29, 2025, December 6, 2025, December 13, 2025, December 20, 2025, December 27, 2025, and January 3, 2026. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees for all metered on-street parking spaces. The parking revenue losses will amount to approximately \$2,300.00 per Saturday.

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

That “Citizen Appreciation Parking” is authorized on Saturdays during the holidays as follows: November 29, 2025, December 6, 2025, December 13, 2025, December 20, 2025, December 27, 2025, and January 3, 2026. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately \$2,300.00 per Saturday.

Resolution No. 25-107

Introduced in Council:

November 3, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 25-107 – Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority (“KRT”) on November 19, 2025. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report same to the Finance Committee and Council at the next scheduled meeting.

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

That the Mayor or City Manager is authorized to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority (“KRT”) on November 19, 2025. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report same to the Finance Committee and Council at the next scheduled meeting.

Resolution No.25-108

Introduced in Council:

November 3, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-108 – Authorizing the Mayor or City Manager to enter into an agreement with Robbins Sports Surfaces for purchase of a used portable basketball court, carts, ramps and other necessary accessories for the Charleston Coliseum and Convention Center in the amount of \$208,560.00 pursuant to the direct purchase authority set forth in Section 2-486 of Charleston Municipal Code. Direct Purchase authorization is recommended due to the substantial savings in buying a slightly used court versus a new one, the immediate availability of this specific court, and the fluctuating availability of used courts in the market.

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 Robbins Sports Surfaces for purchase of a used portable basketball court, carts, ramps and other necessary accessories for the Charleston Coliseum and Convention Center in the amount of \$208,560.00 pursuant to the direct purchase authority set forth in Section 2-486 of Charleston Municipal Code.

Kevin Price
Portable Sales Manager
Kprice@robbinsfloor.com
513-222-4740

October 22, 2025

Patrick Leahy
General Manager
Oak View Group
Charleston Coliseum
200 Civic Center Drive
Charleston, WV 25301

RE: Charleston Coliseum All-Star Plus Portable Floor

Patrick,

Thank you for providing Robbins Sports Surfaces with the opportunity to provide a quote on the portable floor at the Charleston Coliseum in Charleston, WV. It is our pleasure to offer this proposal for a used All-Star Plus portable basketball floor for the Charleston Coliseum. Below is a proposal to provide you with a used Robbins All-Star Plus portable by March of 2026. Your quote is listed below.

Robbins All-Star® Plus™ Portable Basketball Floor

The All-Star Plus is designed to withstand the rigors of a multi-use facility and provide excellent athletic performance for today's elite athletes. The All-Star Plus will provide many years of service and is the most widely used floor in the NBA. Please feel free to contact our references for information regarding their experience with Robbins Sports Surfaces.

Used 120' x 60' Robbins "All-Star Plus" Basketball Floor including:

- MFMA 25/32" thick x 2-1/4" face width, 1st Grade, Northern Hard Maple
- Premium Continuous Strip® XL Maple with expansion pressure ridge technology to minimize additional expansion rows
- Hidden Rapid Plus Latch Lock System
- Robbins premium Bio-Guard and Bio-Cushion Pad System
- Oriented Strand Board (OSB) Sub-Floor
- Zip Configuration (Start setup with center row of flooring)
- Extensions on each end of center row for mounting portable backstops
- Two (2) 4' x 4' Plywood Ramps for mounting portable backstops
- **Finishing/graphics price included and is subject to change based on final court design**
- Robbins Rep on site during initial installation to train owners' personnel

Basketball Floor Price: \$179,835
Estimated Freight (FOB Destination): \$5,000

Tax: (N/A) Robbins is not licensed to collect tax in West Virginia
Total: \$184,835 with material, labor and freight

Storage Carts (Optional): Fifteen (15) carts \$485 each/\$7,275

Prices are good for **30 days**.

Perimeter Transition Ramps (Safe Path Rubber Ramps – Ends (8' for each end): \$11,450.

Current lead time determined at receipt of purchase order but promised before March 2026.

Terms: Net 30 Day

Price Includes:

1. Tool Kit
2. Technical Services: A Robbins representative will be on site during the installation. The facility will be required to provide a crew (minimum of eight (8) people) to be directed in the assembly and disassembly of the floor.
3. Two Year Standard Warranty

Delivery and Unloading: The Charleston Coliseum will be responsible for providing a forklift and labor to unload the floor from the delivery truck and staged in the area where it is to be assembled.

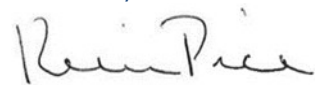
The 120' x 60' portable proposed consists of approximately 225 sections at an estimated weight of 195 lbs. each.

For any questions regarding this proposal, please contact Kevin Price @ 513/222-4740 or kprice@robbinsfloor.com.

Only Robbins can provide the Charleston Coliseum with the professional floor and service they deserve. Robbins has the systems in place to ensure a happy and satisfied customer, from our professional staff to paint color matching and final court production...Robbins gets it right!

Thank you for considering Robbins.

Sincerely,



Kevin Price
Portable Sales Manager
Robbins Sports Surfaces

	Robbins	Connor	Difference
Finished Floor 60 x 120	\$179,835.00	\$161,891.99	\$17,943.01
Estimated Freight	\$5,000.00	\$6,038.00	-\$1,038.00
Storage Carts (15)	\$7,275.00	\$11,250.00	-\$3,975.00
Storage Cart Shipping	\$0.00	\$1,500.00	-\$1,500.00
Safe Path Transitional Ramps	\$11,450.00	\$7,571.41	\$3,878.59
SafePath Ramp Shipping	\$0.00	\$500.00	-\$500.00
PowerShock Pad System	included*	\$12,600.00	\$0.00
Upgraded Seal & Finish	included*	\$12,600.00	\$0.00
Custom Design	\$5,000.00	\$10,000.00	-\$5,000.00
Warranty	2 years	1 year	
Total	\$208,560.00	\$223,951.40	-\$15,391.40

October 16, 2025

Dear Members of Council,

I am writing to request approval to purchase a *used* sports court from Robbins Sports Surfaces and to justify why this purchase is in the best interest of the City of Charleston and the Charleston Coliseum and Convention Center.

It is exceptionally rare to find a Robbins court available for purchase that is classified as “used” as they do not market in used or refurbished courts from various tournaments and all-star events. In this case, the floor we are seeking to acquire is an “All-Star Portable” and was originally produced for a major (“*blue blood*”) NCAA basketball program. Connor Sports, the other high-quality portable court provider to NCAA programs who do market in previous used event courts, typically has a two year wait list for those known special event one or two time used courts.

Robbins All-Star® Plus” Portable Basketball Floor

The All-Star Plus is designed to withstand the rigors of a multi-use facility and is the most widely used floor in the NBA.

Upon delivery to the University, Robbins determined that the floor did not meet their exact performance standards. The company subsequently reclaimed the floor, provided that University with a different All-Star Portable court and made the necessary adjustments of this original floor and retrofitted it to fully meet their specifications.

As a result, this floor, while deemed as a “used floor” by Robbins’ standards is essentially **brand new**, yet being sold at a significant discount due to its “used” classification. Purchasing this floor will save the City over \$50,000 compared to the cost of ordering a new floor, while still ensuring the high quality and performance standards expected from Robbins products.

Additionally, because this court is already manufactured and available, it can be delivered and installed far more quickly than a custom-ordered floor. This accomplishes our ability to ensure the delivery of a high-quality court for the 2026 WVSSAC State High School Basketball Championships and the following 20+ years of utilization.

For these reasons, I respectfully request authorization to move forward with this purchase outside of the standard closed bid process. Given the unique opportunity, cost savings, and time sensitivity, this exception would serve the best interests of the City of Charleston.

Sincerely,



Patrick Leahy
General Manager
Charleston Coliseum and Convention Center

Kevin Price
Portable Sales Manager
Kprice@robbinsfloor.com
513-222-4740

October 9, 2025

Patrick Leahy
General Manager
Oak View Group
Charleston Coliseum
200 Civic Center Drive
Charleston, WV 25301

RE: Charleston Coliseum (Robbins Sourcewell Contract #031022-RBI)

Patrick,

Thank you for providing Robbins Sports Surfaces with the opportunity to provide a quote on the portable floor at the Charleston Coliseum in Charleston, WV. It is our pleasure to offer this proposal for a new All-Star Plus portable basketball floor for the Charleston Coliseum. Below is a proposal to provide you with a new Robbins All-Star Plus portable by March of 2026. Your quote is listed below.

Robbins All-Star® Plus™ Portable Basketball Floor

The All-Star Plus is designed to withstand the rigors of a multi-use facility and provide excellent athletic performance for today's elite athletes. The All-Star Plus will provide many years of service and is the most widely used floor in the NBA. Please feel free to contact our references for information regarding their experience with Robbins Sports Surfaces.

Used 120' x 60' Robbins "All-Star Plus" Basketball Floor including:

- MFMA 25/32" thick x 2-1/4" face width, 1st Grade, Northern Hard Maple
- Premium Continuous Strip® XL Maple with expansion pressure ridge technology to minimize additional expansion rows
- Hidden Rapid Plus Latch Lock System
- Robbins premium Bio-Guard and Bio-Cushion Pad System
- Oriented Strand Board (OSB) Sub-Floor
- Zip Configuration (Start setup with center row of flooring)
- Extensions on each end of center row for mounting portable backstops
- Two (2) 4' x 4' Plywood Ramps for mounting portable backstops
- **Finishing/graphics price included and is subject to change based on final court design**
- Robbins Rep on site during initial installation to train owners' personnel

Basketball Floor Price: \$235,010
Estimated Freight (FOB Destination): \$5,000

Tax: (N/A) Robbins is not licensed to collect tax in West Virginia
Total: \$240,010 with material, labor and freight

Storage Carts (Optional): Fifteen (15) carts \$485 each/\$7,275

Prices are good for **30 days**.

Perimeter Transition Ramps (Safe Path Rubber Ramps – Ends and Corners only): \$30,500.

Current lead time determined at receipt of purchase order but promised before March 2026.

Terms: Net 30 Day

Price Includes:

1. Tool Kit
2. Technical Services: A Robbins representative will be on site during the installation. The facility will be required to provide a crew (minimum of eight (8) people) to be directed in the assembly and disassembly of the floor.
3. Two Year Standard Warranty

Delivery and Unloading: The Charleston Coliseum will be responsible for providing a forklift and labor to unload the floor from the delivery truck and staged in the area where it is to be assembled.

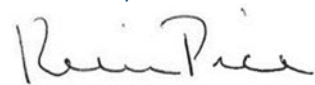
The 120' x 60' portable proposed consists of approximately 225 sections at an estimated weight of 175 lbs. each.

For any questions regarding this proposal, please contact Kevin Price @ 513/222-4740 or kprice@robbinsfloor.com.

Only Robbins can provide the Charleston Coliseum with the professional floor and service they deserve. Robbins has the systems in place to ensure a happy and satisfied customer, from our professional staff to paint color matching and final court production...Robbins gets it right!

Thank you for considering Robbins.

Sincerely,



Kevin Price
Portable Sales Manager
Robbins Sports Surfaces

Resolution No. 25-109

Introduced in Council:

November 3, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-109 – Authorizing the Mayor or City Manager to enter into a contract with Morton Salt Inc. for the purchase of road salt at a rate of \$111.56 per ton pursuant to a competitive bidding process, where the contract quantity will be “as needed” with no minimum amount required and where the price will remain fixed for one year.

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

That the Mayor or City Manager is authorized to enter into a contract with Morton Salt Inc. for the purchase of road salt at a rate of \$111.56 per ton pursuant to a competitive bidding process, where the contract quantity will be “as needed” with no minimum amount required and where the price will remain fixed for one year.

Resolution No. 25-110

Introduced in Council:

Adopted by Council:

November 3, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 25-110 - Authorizing approval of Amendment No. 5 of the FY 2025-2026 General
- 2 Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 5 of the FY 2025-2026 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2025-2026 Budget Amendment No. 05 - November 3, 2025

Revenues and Fund Balances										
Account No.		Department		Account Description				Current Amount	Increase/ (Decrease)	Amended Amount
										-
Net Increase/(Decrease) to Revenues									-	
Expenditures										
Account No.		Department		Account Description				Current Amount	Increase/ (Decrease)	Amended Amount
1001	10	69900	000	000	559800	Contingency		146,566	(70,000)	76,566
1001	10	40902	000	000	556800	CARE Office		-	60,000	60,000
1001	60	90000	000	000	534100	Parks & Recreation		151,500	10,000	161,500
Net Increase/(Decrease) to Expenditures									-	
Description:										
To allocate contingency for contributions to City food banks and to purchase food for distribution at City Recreation Centers.										

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.

Resolution No. 25-111

Introduced in Council:

November 3, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins, Mary Beth Hoover,
Becky Ceperley, Patrick Salango,
Brent Burton, Harper Gardner,
Jennifer Pharr, Caitlin Cook
And Emmett Pepper

Referred to:

Finance Committee

Resolution No. 25-111 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha Valley Collective, Inc. relating to a one-time grant of \$60,000 for food distribution in November 2025 and December 2025 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 Kanawha Valley Collective, Inc. relating to a one-time grant of \$60,000 for food distribution in November 2025 and December 2025 under the terms set forth in the attached Exhibit A.

MEMORANDUM OF UNDERSTANDING FOR FOOD DISTRIBUTION

This Memorandum of Understanding (“MOU”) is entered into, effective on the date of the last signature below, by and between The City of Charleston (“City”), a West Virginia Municipal Corporation, and Kanawha Valley Collective, Inc., including its participating members and agents (“KVC”), a West Virginia Non-Profit Corporation. The City and KVC are collectively referred to herein as “the Parties.”

WHEREAS, the City of Charleston is a West Virginia Municipal Corporation organized and existing under the laws of the State of West Virginia and located in Kanawha County, West Virginia; and

WHEREAS, KVC is a West Virginia Non-Profit corporation with its principal offices located at 1015 Smith Street, Charleston WV 25301, and is a collaborative network dedicated to preventing and ending homelessness; and

WHEREAS, KVC and its participating members provide countless services, including providing food distribution services to community members in need; and

WHEREAS, these food distribution services are particularly strained due to the lack of SNAP funding amidst the shutdown of the federal government; and

WHEREAS, the City Council finds that providing a one-time grant of \$60,000 to KVC to be used during November and December 2025 for the direct food purchases is in the best interest of the Charleston community.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

A. *Grant of Funds.* Following the execution of this MOU, the City agrees to provide a one-time grant of \$60,000 to KVC for the direct purchase of food during November 2025 and December 2025, subject to the restrictions and requirements set forth herein.

B. *Direct Food Purchase.* The grant of funds made pursuant to this MOU shall be used exclusively for the direct purchase of unprepared food. For the avoidance of doubt, these funds may not be spent on hot meals or other prepared food, staff expenses, overhead, other supplies, or any other purpose.

C. *Report.* KVC agrees to provide a report to the City on or before January 31, 2026, detailing how the funds were spent, including providing itemized receipts confirming

that the full grant of funds was spent on the direct purchase of unprepared food during November 2025 and December 2025.

D. *Liability.* KVC shall indemnify, defend, and hold harmless the City from and against any and all liabilities, demands, losses, claims and damages of any kind whatsoever related to this MOU, whether on account of injury to or death of any person or persons, damage to or loss of property, violation of any law or regulation, breach of any of the provisions of this MOU, or otherwise arising out of or attributable directly or indirectly to the negligent or intentional acts or omissions of KVC, its employees, officers, and agents. The duty to indemnify and defend shall specifically extend to include any and all costs and expenses, including reasonable attorney's fees and expenses that may be incurred by the City in connection therewith.

E. *Amendments.* Any amendment to this MOU shall be made in writing and shall be executed by all Parties.

F. *Term.* This MOU shall take effect upon execution by the parties and continue until the City has reviewed the Report required by Paragraph C of the MOU and noted its approval of the report.

G. *Termination.* This MOU may be terminated by either party by providing written notice of termination to the other party. If either party terminates the MOU, KVC shall return all unspent funds to the City within five (5) business days. The Termination of this MOU does not relieve KVC of its obligation to submit the report required by Paragraph C of this MOU, but rather the report shall be submitted within thirty (30) days of the written notice of termination.

H. *Assignment.* Notwithstanding any provision of this MOU, no Party may assign or transfer any of the rights and privileges granted hereunder without the approval of the Parties hereto, which approval shall not be unreasonably withheld.

I. *Choice of Law, Dispute Resolution, and Venue.* This MOU 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. If any breach, default, or other dispute arises out of this MOU, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. If the parties cannot resolve the matter through negotiation, 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.

J. *Severability.* In the event that any of the provisions of this MOU are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

K. *Conflicts of law.* If there is a conflict between the provisions of this MOU and any laws, whether federal, state, or city, including all future laws and ordinances, the contract provision will be superseded by any such law.

M. *Notices.* Notice pursuant to this MOU shall be in writing and addressed as follows:

For Kanawha Valley Collective:

Traci Strickland
Executive Director
1015 Smith Street
Charleston, WV 25301

For City of Charleston:

Benjamin Mishoe
City Manager
501 Virginia Street E
Charleston, WV 25301

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized.

City of Charleston,
A West Virginia Municipal Corporation

Kanawha Valley Collective,
A West Virginia Non-Profit Corporation

By:_____

By:_____

Its:_____

Its:_____

Date:_____

Date:_____