

**City of Martinsburg  
Special City Council Meeting  
Tuesday, April 20, 2021  
5:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Salute to Flag**
- 4. Prayer**
- 5. Presentations**
- 6. Petitions from Citizens (Two (2) Minute Maximum)**
- 7. Receive and File Reports--Minutes--Correspondence of the Following:**
  - 7.a Miss West Virginia Day Proclamation--to be included in Miss West Virginia Souvenir Magazine--June 26, 2021
  - 7.b Updated brochure (4/16/2021) detailing the City of Martinsburg recycling program in conjunction with the agreement with Apple Valley Waste, to be posted on City's various information sites and available for distribution to public
- 8. Reports of Council as a Whole Committee**
- 9. Report of Mayor**
  - 9.a Reminder of Special Meeting schedule for Monday, April 26, 2020 at 5 PM for purposes of public nuisance hearing for Red Roof Inn, 209 Viking Way
  - 9.b Reminder of public hearings for Martinsburg Zoning Ordinance (MZO) re-write for Thursday, May 6, 2021--two hearings--12:00 noon and 6:30 PM
- 10. Report of City Attorney**
- 11. Report of City Manager**
  - 11.a Projects Update
- 12. Unfinished Business**
  - 12.a Third and Final Reading of Ordinance 2021-05 to amend Ordinance 2021-03, which established job descriptions for the employees of the City of Martinsburg to create a Human Resources Department
- 13. New Business**
  - 13.a Approve/deny FY 2021-2022 levy rate
  - 13.b First and Second Reading of Ordinance 2021-06 to amend the Rules and Regulations of the City of Martinsburg Fire Civil Service Commission
  - 13.c Approve/deny purchase of 2021 Dodge Ram 4x4 V-8 for the Public Works Department--\$27,224 (previously budgeted)--Stephen's Auto (State Contract)
  - 13.d Approve/deny service agreement and hardware purchase with Govolution for online payments for building permits--\$200 one time cost for hardware
  - 13.e Approve/deny update to the agreement with GKY & Associates for City of Martinsburg Stormwater Financing and Outreach Study, Stormwater Level of Service and Regulatory Compliance update--\$9,859.70

- 13.f Approve/deny Pay Application #2 between the City of Martinsburg and W. Harley Miller for the E. Martin Street Project--\$53,050.13
- 13.g Approve/deny Change Order #5R1 between the City of Martinsburg and W. Harley Miller for the Train Station Corridor Project--\$17,988 for work related to relocating overhead utility lines
- 13.h Approve/deny Change Order #7 between the City of Martinsburg and W. Harley Miller for the Train Station Corridor Project--\$10,933--work related to overhead utility line relocations at 213 E. Martin Street
- 13.i Approve/deny Change Order # \_\_\_\_ between the City of Martinsburg and W. Harley Miller for the Train Station Corridor Project for work related to utility line relocation at the intersection of Spring and E. Martin--\$\_\_\_\_\_
- 13.j Approve/deny agreement between the City of Martinsburg and Potomac Edison for work related to removal of their overhead utility lines along E. Martin Street--\$15,000 (est)
- 13.k Approve/deny agreement between the City of Martinsburg and Potomac Edison for work related to removal of their overhead lines at the intersection of E. Martin and Spring Street--\$50,000 (estimated)
- 13.l Approve/deny agreement between the City of Martinsburg and Frontier for work related to removal of their overhead lines along E. Martin--\$8,552.33
- 13.m Approve/deny agreement between the City of Martinsburg and Frontier for work related to removal of their overhead lines at the intersection of E. Martin and Spring Street--\$24,410.10
- 13.n Approve/deny agreement between the City of Martinsburg and Comcast for work related to removal of their overhead lines at the intersection of E. Martin and Spring Street and along E. Martin Street--\$26,000
- 13.o Discuss and take action as necessary regarding water tank repainting design
- 13.p Approve/deny amendment to existing contract with Cornerstone Lawn Services to include "Rose Garden" adjacent to the Berkeley County Historic Society (City owned lot)-\$2,865.50
- 13.q Discuss and take action as necessary regarding procedures for public hearings for the Martinsburg Zoning Ordinance re-write

**14. Executive Session**

**15. Adjournment**

*Proclamation*  
**Miss West Virginia Competition**

**June 25-26, 2021**

*Whereas*, the Miss West Virginia Scholarship Competition is part of the Miss America Program, the largest provider of scholarship dollars for young women in the world;

*Whereas*, the theme of the festivities, Light up the World, will cast light on the twenty-one candidates, ages 13-25, from across the Mountain State as they compete on June 25-26 and are awarded scholarships for outstanding academic achievement, excellence in talent, and commitment to service,

*Whereas*, the City of Martinsburg, Main Street Martinsburg and the Miss West Virginia Organization will partner as the 2021 candidates make various special appearances throughout our community;

*Whereas*, the winner of the two-day competition will be crowned Miss West Virginia and will serve as the official state ambassador and will represent the State of West Virginia in the Miss America Competition;

*Whereas*, the Miss West Virginia's Competition will be joined by sister organization, Miss West Virginia's Outstanding Teen Competition, whose winner will represent the State of West Virginia in the Miss America's Outstanding Teen Competition;

*Whereas*, Miss West Virginia and Miss West Virginia's Outstanding Teen candidates, in addition to the competition, engage in social impact initiatives of local, state and national interest, donating time and energy in their respective communities;

*Whereas*, Scholarship, Service, Style, and Success, represent the 4 Points of the Crown and are the cornerstones of the Miss West Virginia and Miss West Virginia's Outstanding Teen Competition;

*Whereas*, the Miss West Virginia Organization also offers a mentoring program for young girls who are named Miss West Virginia Princesses;

*Whereas*, Miss West Virginia Organization will continue the long-standing tradition of providing opportunities of personal growth and achievement for young women in the Mountain State.

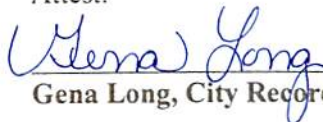
*Now Therefore Be It Resolved* that I, Harriet Johnson, Mayor of Martinsburg in the State of West Virginia welcome the Miss West Virginia Scholarship Competition and proclaim June 26, 2021 as

**Miss West Virginia Day**

to the City of Martinsburg and encourage everyone to join in the celebration of the young women of our state through the competition, parade and other activities and congratulate the candidates on their rewards including a wealth of scholarships, gifts and opportunities.

*Signed this 26<sup>th</sup> day of June, 2021 by:*

Attest:

  
Gena Long, City Recorder



  
Mayor Harriet Johnson



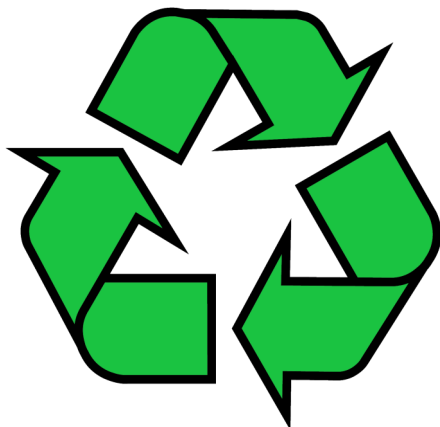
# CITY OF MARTINSBURG, WV

## SINGLE STREAM RECYCLING

The City of Martinsburg is excited to announce a new agreement with Apple Valley Waste to begin a partnership for single stream recycling. The City of Martinsburg will collect your recyclables as they have in the past and take them to Apple Valley Waste for sorting. Single stream recycling is the most convenient way to recycle with ease. All you do is put any and all allowable material into one bin and we do the rest. No curbside sorting is necessary.

**Anticipated start date of May 1, 2021.**

You can still bring your recycling to the City's Recycling Center at 325 E Stephen St. on Saturday's from 8:30am - 2:30pm.



### ACCEPTABLE ITEMS

**Magazines and Phone Books**  
(catalogs and soft cover books)

**Newspaper**  
(inserts and brochures)

**File Folders and Office Paper**  
(all colors)

**Mail and Greeting Cards**  
(junk mail and envelopes)

**Corrugated Cardboard**  
(boxes, paper bags and beverage holders)

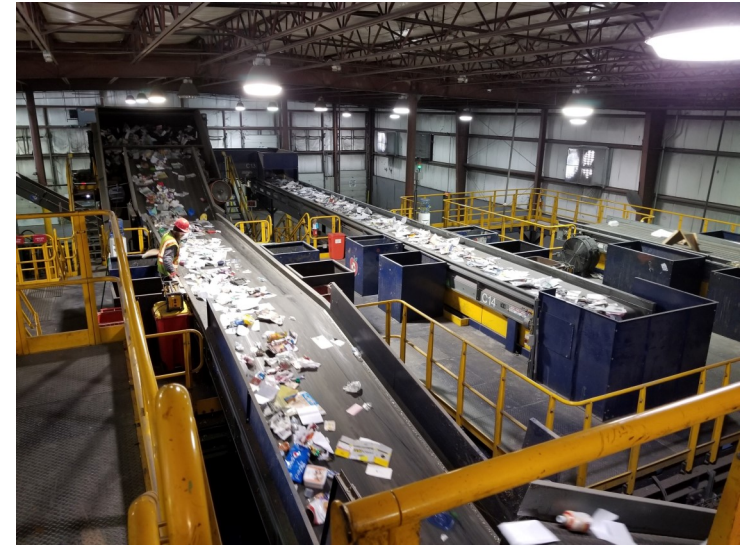
**Paperboard Boxes**  
(cereal, pasta and tissue)

**Paper Cartons**  
(milk, juice and egg)

**Plastic Containers**  
(#1 through #7)

**Metal Cans**  
(aluminum, tin and foil)

**Glass Bottles Only**



### How should recyclables be prepared?

Recyclables should be rinsed clean of any food waste. Corrugated cardboard boxes should be broken down into smaller pieces. Lids and caps can remain on empty bottles. There is no need to tie newspaper or cardboard with twine.

### Can recyclables be put in clear plastic bags?

No. Plastic bags are not accepted in the Apple Valley Recycling program. Many grocery and retail stores offer plastic bag recycling.

If your garbage collection days are Monday and Thursday, your recycling days are the first and third Wednesdays of the month. If your garbage collection days are Tuesday and Friday, your recycling days are the second and fourth Wednesdays of the month.

**For any further information contact the Public Works Department at (304)264-2126.**

**ORDINANCE 2021-05**

**AN ORDINANCE AMENDING ORDINANCE 2021-03 WHICH ESTABLISHED JOB DESCRIPTIONS FOR EMPLOYEES OF THE CITY OF MARTINSBURG, WEST VIRGINIA**

Be it enacted and ordained by the City Council of the City of Martinsburg that Ordinance 2020-14 be amended at Section 4 to read:

Section 4: Assigned Strength

Finance Department Assigned Strength:

Human Resources Director—Decrease from 1-0

Human Resources Department Assigned Strength:

Human Resources Director—Increase from 0-1 (Paygrade 23)

Human Resources Assistant—Increase from 0-1 (Paygrade 14)

Introduced: April 8, 2021

Adopted:

This Ordinance is in effect upon adoption.

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Harriet Johnson, Mayor

Attest:

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Gena Long, City Recorder

CITY OF MARTINSBURG



**JOB: HUMAN RESOURCE ASSISTANT**

**DATE: 3/30/2021**

**PAY GRADE: 14**

**PAGE 1 OF 4**

**REPORTS TO: HR DIRECTOR**

**1. TASK & DUTIES LIST AND MEASURES OF PERFORMANCE FOR: HUMAN RESOURCE ASSISTANT**

- **PAY STATUS: NON-EXEMPT**

**2. REQUIREMENTS:**

	<b>Education:</b>	Associate degree in Human Resources, Public or Business Administration and a minimum of two years related experience or any combination of education and experience equivalent to graduation from an accredited college or university with major course work in public or business administration or related field and extensive experience in human resources, benefits administration and safety.	
	<b>Licensing, Registration or Certification:</b>	Background check must be satisfactory. Pre-employment screenings must be passed. Must possess and maintain a valid WV drivers license.	
	<b>Experience</b>	Education listed above and a minimum of two years related experience or any combination of education and experience equivalent to graduations from an accredited college or university with major course work in public or business administration or related field and extensive experience in human resources, benefits administration and safety.	
	<b>Skills, Knowledge and Abilities:</b>	Excellent verbal and written communication skills.  Excellent interpersonal skills with the ability to manage sensitive and confidential situations with tact, professionalism, and diplomacy.  Excellent organizational skills and attention to detail.  Proficient with Microsoft Office Suite or related software.  Proficient with or the ability to quickly learn payroll management, human resource information system (HRIS), and similar computer applications.	
	<b>Physical:</b>	<b>Body Positions:</b>	Standing, walking, sitting,
		<b>Body Movements:</b>	Use hands to finger, handle, feel or operate objects, tools, or controls. Reach with hands and arms. Occasionally lift and/or move up to 25 pounds. Driving.

CITY OF MARTINSBURG



**JOB: HUMAN RESOURCE ASSISTANT**

**DATE: 3/30/2021**

**PAY GRADE: 14**

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**REPORTS TO: HR DIRECTOR**

		<b>Body Senses</b>	<b>Sight, hearing, speech and smell. Must be able to speak and hear. Specific vision abilities include close vision and the ability to adjust focus.</b>
	<b>Mental:</b>	<b>Language</b>	<b>Ability to read, speak and write English. Ability to effectively communicate and project positive attitude. Must be able to communicate effectively verbally and in writing.</b>
		<b>Supervision Exercised</b>	<b>None</b>
		<b>Reasonable Accommodations</b>	<b>Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</b>

**3. WORKING CONDITIONS:** Most work is generally in an office environment. Noise level is usually minimal and environment is comfortable. May be required to occasionally deliver or retrieve items from off site locations. Few hazards exist with this position.

**4. TASKS and DUTIES OF JOB:** General Definition: Recommends policy, directs and coordinates human resource activities such as employment compensation, benefits, training and employee services. Serves as first contact to Department Heads with human resource questions regarding all policies of personnel including, hiring, firing, disciplinary procedures, employee evaluations, job descriptions, promotions/advancements. Etc. Responsible for all aspects of payroll and benefits.

1	Maintains the required confidentiality of all work.
2	Maintains accurate and up-to-date human resource files, records, and documentation.
3	Answers frequently asked questions from applicants and employees relative to standard policies, benefits, hiring processes, etc.; refers more complex questions to appropriate senior-level HR staff or management.
4	Performs periodic audits of HR files and records to ensure that all required documents are collected and filed appropriately.
5	Provides clerical support to the HR department.
6	Assists with payroll functions including processing, answering employee questions, fixing processing errors, and distributing checks.
7	Assists with the administration of benefit programs including health insurance, dental insurance, vision insurance, life insurance, pension plans including Public Employees Retirement System

CITY OF MARTINSBURG



**JOB: HUMAN RESOURCE ASSISTANT**

**DATE: 3/30/2021**

**PAY GRADE: 14**

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**REPORTS TO: HR DIRECTOR**

	(PERS) program and Police and Fire pension plans, workers compensation, unemployment compensation and any other programs offered to City employees
8	Acts as a liaison between the organization and external benefits providers and vendors, which may include health, disability, and retirement plan providers.
9	Acts as a liaison between the organization and external benefits providers and vendors, which may include health, disability, and retirement plan providers.
10	Assists with the preparation of payroll, federal and state tax deposits, quarterly Federal Tax Return (941) and Annual Return of Withheld Income Tax (945). Remits payroll deductions to proper entities.
11	Assists with the facilitation of professional development, training, and certification activities for HR staff.
12	Assists with the preparation and distribution of W-2's, 1099-R's and ACA forms.
13	Any and all other duties assigned by the Human Resources Director.

**5. MEASURES OF PERFORMANCE:**

1	Has a thorough understanding of job duties.
2	Shows an interest in job and City. Represents the City in a professional and ethical manner.
3	Communicates effectively with co-workers and supervisors. Maintains positive relationships with co-workers and all contacts.
4	Accepts and adapts to change. Learns new things quickly.
5	Cares about quality-rarely makes errors. Requires little direct supervision.
6	Has ability to multi-task in changing situations, without undo stress or frustration.
7	Practices quality employee/customer service/phone manners.
8	Accurate in duties as assigned.
9	Prepares required reports accurately and timely.

CITY OF MARTINSBURG



**JOB: HUMAN RESOURCE ASSISTANT**

**DATE: 3/30/2021**

**PAY GRADE: 14**

**PAGE 4 OF 4**

**REPORTS TO: HR DIRECTOR**

I have reviewed and understand the task and duty description. The job description is not exhaustive, but is merely an accurate list of the current job. Supervision reserves the right to revise the job description or require that other tasks be performed when the circumstances of the job change: example, emergencies, changes in personnel, workload or technical development.

**Employee**

**Date**

**Supervisor**

**Date**

**SALARY/WAGE SCALE**

**RECOMMENDED (REVISED) - 06/27/2021**

1.0% COLA

3.5%  
BETWEEN  
GRADES

GRADE	MINIMUM	MAXIMUM	
1	24,724	46,976	VACANT
2	25,589	48,619	VACANT
3	26,485	50,322	VACANT
4	27,412	52,083	VACANT
5	28,371	53,905	VACANT
6	29,364	55,792	VACANT
7	30,392	57,745	PARKING ATTENDANT I, CLERK, CUSTODIAN, ANIMAL WARDEN, PART-TIME ANIMAL WARDEN PARKING METER REPAIR, HUMANE OFFICER, CASHIER I, MUNICIPAL COURT CASHIER, POLICE AIDE LABORER/SVC. MECHANIC I, MAINT. REPAIR, WATER METER READER, DRIVER I, SYSTEMS OPER., SECRETARY, WATER SUPPLY CLERK,
8	31,456	59,766	COURT CLERK, EQUIP. OPER. I, DRIVER/LABORER, WWTP COLLECTIONS SYSTEM OPER., OPERATOR IN TRAINING, PARKING ATTENDANT II, CASHIER II
9	32,557	61,858	WATER METER REPAIR, MAGISTRATE, DISP. I, LICENSE CLERK, PLANNING ADMINISTRATIVE ASSISTANT, WATER & SEWER COLLECTOR, FIRE & GARBAGE COLLECTOR, POLICE ADMINISTRATIVE ASSISTANT, FIRE ADMINISTRATIVE ASSISTANT, PUBLIC WORKS ADMINISTRATIVE ASSISTANT, UTILITIES ADMINISTRATIVE ASSISTANT, TAX CLERK, UTILITY CLERK
10	33,696	64,022	DRIVER II, DISP. II
11	34,875	66,263	EQUIP. OPER. II, PARKING SUPV.
12	36,096	68,582	DISP. III, CODE ENFORCEMENT OFFICER, CITY RECORDER, STORMWATER TECHNICIAN, UTILITY BILLING OPERATOR, BUILDING PERMIT TECHNICIAN I
13	37,359	70,982	MECHANIC I, CREW CHIEF, WATER OPR. I, WWTP OPR. I, RECYCLING COORDINATOR, HOUSING INSPECTOR, BLDG. INSP. I
14	38,667	73,467	MECHANIC II, BLDG. INSP II, WATER OPER. II, WWTP OPER. II, EXECUTIVE ASSISTANT, GIS ANALYST, FIRE INSPECTOR/PLANS EXAMINER, <i>HUMAN RESOURCE ASSISTANT</i>
15	40,020	76,038	
16	41,421	78,700	FIREFIGHTER EMT-BASIC, WWTP LAB TECH, WATER OPR. III, WWTP OPR. III, CHIEF MAGISTRATE, DISP. SUPERVISOR,
17	42,871	81,455	WTP CHIEF OPERATOR, WWTP CHIEF OPERATOR
18	44,371	84,305	BUILDING CODE OFFICIAL, STORMWATER PROGRAM COORDINATOR
19	45,924	87,256	POLICE OFFICER, COMMUNITY DEVELOPMENT DIRECTOR, FIREFIGHTER EMT-PARADEMIC
20	47,531	90,309	POLICE CORPORAL, ACCOUNTANT
21	49,195	93,471	POLICE SERGEANT, FIRE LIEUTENANT, UTILITIES ASSISTANT DIRECTOR, UTILITY BILLING SUPERVISOR
22	50,917	96,742	POLICE LIEUTENANT, FIRE BATALION CHIEF, CITY PLANNER
23	52,699	100,128	ASSISTANT FINANCE DIRECTOR, HUMAN RESOURCE DIRECTOR
24	54,543	103,632	
25	56,452	107,259	POLICE CAPTAIN
26	58,428	111,013	DEPUTY POLICE CHIEF
27	60,473	114,899	ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR
28	62,590	118,921	POLICE CHIEF, FIRE CHIEF, CITY ENGINEER/PLANNING DIRECTOR, UTILITIES DIRECTOR, FINANCE DIRECTOR PUBLIC WORKS SUPERINTENDENT
29	64,781	123,084	
30	67,048	127,391	

CITY OF MARTINSBURG



**JOB: HUMAN RESOURCE DIRECTOR**

**DATE: 3/30/2021**

**PAY GRADE: 23**

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**REPORTS TO: CITY MANAGER**

**1. TASK & DUTIES LIST AND MEASURES OF PERFORMANCE FOR: HUMAN RESOURCE DIRECTOR**

- **PAY STAUS: EXEMPT**

**2. REQUIREMENTS:**

	<b>Education:</b>	<b>B. S. degree in Human Resources, Public or Business Administration and a minimum of five years related experience or any combination of education and experience equivalent to graduation from an accredited college or university with major course work in public or business administration or related field and extensive experience in human resources, benefits administration and safety.</b>
	<b>Licensing, Registration or Certification:</b>	<p><b>Background check must be satisfactory.</b></p> <p><b>Pre-employment screenings must be passed.</b></p> <p><b>Must possess and maintain a valid WV drivers license.</b></p> <p><b>Professional accreditation (PHR or SPHR) from the Society for Human Resource Management is preferred.</b></p>
	<b>Experience</b>	<b>Education listed above and a minimum of five years related experience or any combination of education and experience equivalent to graduations from an accredited college or university with major course work in public or business administration or related field and extensive experience in human resources, benefits administration and safety.</b>
	<b>Skills, Knowledge and Abilities:</b>	<p><b>This position requires comprehensive knowledge of the philosophy, principles and practices of public personnel administration such as the accepted methods and practices of classification and compensation, selection and benefits administration.</b></p> <p><b>Comprehensive knowledge of governmental organization and administration.</b></p> <p><b>Excellent interpersonal and negotiation skills.</b></p> <p><b>Excellent organizational skills and attention to detail.</b></p> <p><b>Excellent time management skills with proven ability to meet deadlines.</b></p> <p><b>Strong supervisory and leadership skills.</b></p> <p><b>Ability to conduct detailed analytical evaluations and studies and to prepare related reports and recommendations.</b></p> <p><b>Knowledge of federal, state and local employment wage and salary laws and regulations.</b></p> <p><b>Experience in design, development and implementation of salary administration plans and benefit programs.</b></p> <p><b>Proficiency with or the ability to quickly learn and/or implement the city's</b></p>

CITY OF MARTINSBURG



JOB: HUMAN RESOURCE DIRECTOR

DATE: 3/30/2021

PAY GRADE: 23

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REPORTS TO: CITY MANAGER

		<p>human resource management computer software systems.</p> <p>Ability to establish and maintain effective working relationships with City officials, department heads, associates and the general public.</p> <p>Knowledge and understanding of computers and data processing is required (Microsoft Windows, Word, and Excel).</p> <p>Strong customer service orientation is essential. Customer service experience with strong, positive skills.</p> <p>Individual must be a self-starter and possess self-initiating skills.</p> <p>Skill in operating a multi-line switchboard phone system, fax/copy machines, postage machines and calculator.</p> <p>Ability to work under pressure and with frequent interruptions.</p>
Physical:	Body Positions:	Standing, walking, sitting,
	Body Movements:	Use hands to finger, handle, feel or operate objects, tools, or controls. Reach with hands and arms. Occasionally lift and/or move up to 25 pounds. Driving.
	Body Senses	Sight, hearing, speech and smell. Must be able to speak and hear. Specific vision abilities include close vision and the ability to adjust focus.
Mental:	Language	Ability to read, speak and write English. Ability to effectively communicate and project positive attitude. Must be able to communicate effectively verbally and in writing.
	Supervision Exercised	<p>Recruits, interviews, hires, trains and supervises staff within the Department.</p> <p>Oversees the daily workflow of the Department.</p> <p>Provides constructive and timely performance evaluations.</p> <p>Handles discipline and termination of employees in accordance with City policy.</p>
	Reasonable Accommodations	Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

CITY OF MARTINSBURG



**JOB: HUMAN RESOURCE DIRECTOR**

**DATE: 3/30/2021**

**PAY GRADE: 23**

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**REPORTS TO: CITY MANAGER**

**3. WORKING CONDITIONS:** Most work is generally in an office environment. Noise level is usually minimal and environment is comfortable. May be required to occasionally deliver or retrieve items from off site locations. Few hazards exist with this position.

**4. TASKS and DUTIES OF JOB:** General Definition: Recommends policy, directs and coordinates human resource activities such as employment compensation, benefits, training and employee services. Serves as first contact to Department Heads with human resource questions regarding all policies of personnel including, hiring, firing, disciplinary procedures, employee evaluations, job descriptions, promotions/advancements. Etc. Responsible for all aspects of payroll and benefits.

1	Maintains the required confidentiality of all work.
2	Meets with the City Manager, Department Heads, supervisors, employees and elected officials as needed, to address human resource related matters dealing with hiring, retention, discipline, benefits, compensation, performance, attendance, etc.
3	Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law; applies this knowledge to communicate changes in policy, practice, and resources to management and department heads.
4	Directs the administration of benefit programs including health insurance, dental insurance, vision insurance, life insurance, pension plans including Public Employees Retirement System (PERS) program and Police and Fire pension plans, workers compensation, unemployment compensation and any other programs offered to City employees.
5	Evaluates and recommends improvements to benefit programs.
6	Oversees compensation programs to ensure regulatory compliance and competitive salary levels.
7	Interprets and advises on the application of EEO/AA laws and coordinates City equal opportunity programs to achieve diversity goals.
8	Develops and revises various human resource and safety policies and procedures.
9	Participates in preparing fiscal year budgets, reviews request for and presents recommendation to the City Manager for new positions, reclassifications and miscellaneous matters.
10	Prepares payroll, federal and state tax deposits, quarterly Federal Tax Return (941) and Annual Return of Withheld Income Tax (945). Remits payroll deductions to proper entities.
11	Facilitates professional development, training, and certification activities for HR staff.
12	Prepares and distributes W-2's, 1099-R's and ACA forms.

CITY OF MARTINSBURG



**JOB: HUMAN RESOURCE DIRECTOR**

**DATE: 3/30/2021**

**PAY GRADE: 23**

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**REPORTS TO: CITY MANAGER**

<b>13</b>	Assists in overseeing the City casualty and liability insurance.
<b>14</b>	Any and all other duties assigned by the City Manager.

**5. MEASURES OF PERFORMANCE:**

<b>1</b>	Has a thorough understanding of job duties.
<b>2</b>	Shows an interest in job and City. Represents the City in a professional and ethical manner.
<b>3</b>	Communicates effectively with co-workers and supervisors. Maintains positive relationships with co-workers and all contacts.
<b>4</b>	Accepts and adapts to change. Learns new things quickly.
<b>5</b>	Cares about quality-rarely makes errors. Requires little direct supervision.
<b>6</b>	Has ability to multi-task in changing situations, without undo stress or frustration.
<b>7</b>	Practices quality employee/customer service/phone manners.
<b>8</b>	Accurate in duties as assigned.
<b>9</b>	Prepares required reports accurately and timely.
<b>10</b>	Strives to develop and maintain skills necessary to progress in the Human Resource Director position. Seeks opportunities to grow and develop in position.

**I have reviewed and understand the task and duty description. The job description is not exhaustive, but is merely an accurate list of the current job. Supervision reserves the right to revise the job description or require that other tasks be performed when the circumstances of the job change: example, emergencies, changes in personnel, workload or technical development.**

<b>Employee</b>	<b>Date</b>	<b>Supervisor</b>	<b>Date</b>

**MUNICIPALITY OF MARTINSBURG, WEST VIRGINIA  
LEVY ORDER AND RATE SHEET  
2021 - 2022**

The following is a true copy from the record of orders entered by this entity  
on the 20 day of April, 2021.

**SIGNATURE:** \_\_\_\_\_

Municipal Clerk or Recorder

	Column E Certificate of Valuation Assessed Value for Tax Purposes	Levy Rate/\$100	Taxes Levied
<b>Current Year</b>			
Class I			
Personal Property	\$ _____ 0	12.480	\$ _____ 0
Public Utility	_____ 0		_____ 0
<b>Total Class I</b>	\$ _____ 0		\$ _____ 0
Class II			
Real Estate	\$ _____ 331,065,490	24.960	\$ _____ 826,339
Personal Property	_____ 78,798		_____ 197
<b>Total Class II</b>	\$ _____ 331,144,288		\$ _____ 826,536
Class IV			
Real Estate	\$ _____ 378,042,350	49.920	\$ _____ 1,887,187
Personal Property	_____ 90,790,811		_____ 453,228
Public Utility	_____ 38,937,067		_____ 194,374
<b>Total Class IV</b>	\$ _____ 507,770,228		\$ _____ 2,534,789
<b>Total Value &amp; Projected Revenue</b>	\$ _____ 838,914,516		\$ _____ 3,361,325
Less Delinquencies, Exonerations & Uncollectable Taxes		7.00%	235,293
Less Tax Discounts		2.00%	62,521
Less Allowance for Tax Increment Financing - see worksheet (Subtracted from regular current expense taxes levied only)			63,878
<b>Total Projected Property Tax Collection</b>			<b>2,999,633</b>
Less Assessor Valuation Fund (Subtracted from regular current expense taxes levied only)		2.00%	59,993
Net Amount to be Raised by Levy of Property Taxes For Budget Purposes			\$ _____ 2,939,640

**MUNICIPALITY OF MARTINSBURG, WEST VIRGINIA**  
**LEVY ORDER AND RATE SHEET SUPPLEMENT**  
**POLICE LEVY**  
**2021 - 2022**

The following is a true copy from the record of orders entered by this entity  
on the 20 day of April, 2021.

**SIGNATURE:** \_\_\_\_\_

Municipal Clerk or Recorder

Column E

	<u>Certificate of Valuation</u> <u>Assessed Value for Tax Purposes</u>	<u>Levy</u> <u>Rate/\$100</u>	<u>Taxes</u> <u>Levied</u>
<b>Current Year</b>			
Class I			
Personal Property	\$ _____ 0	5.250	\$ _____ 0
Public Utility	_____ 0		_____ 0
<b>Total Class I</b>	<b>\$ _____ 0</b>		<b>\$ _____ 0</b>
Class II			
Real Estate	\$ _____ 331,065,490	10.500	\$ _____ 347,619
Personal Property	_____ 78,798		_____ 83
<b>Total Class II</b>	<b>\$ _____ 331,144,288</b>		<b>\$ _____ 347,702</b>
Class IV			
Real Estate	\$ _____ 378,042,350	21.000	\$ _____ 793,889
Personal Property	_____ 90,790,811		_____ 190,661
Public Utility	_____ 38,937,067		_____ 81,768
<b>Total Class IV</b>	<b>\$ _____ 507,770,228</b>		<b>\$ _____ 1,066,318</b>
<b>Total Value &amp; Projected Rev.</b>	<b>\$ _____ 838,914,516</b>		<b>\$ _____ 1,414,020</b>
Less Delinquencies, Exonerations & Uncollectable Taxes		7.00% . . .	_____ 98,981
Less Tax Discounts		2.00% . . .	_____ 26,301
<b>Net Amount to be Raised by Levy For Budget Purposes:</b>			<b>\$ _____ 1,288,738</b>

## ORDINANCE 2021-06

### AN ORDINANCE TO AMEND THE RULES AND REGULATIONS OF THE FIRE CIVIL SERVICE COMMISSION OF THE CITY OF MARTINSBURG, WEST VIRGINIA AS ADOPTED BY THE MARTINSBURG CITY COUNCIL

Be it enacted and ordained by the City Council of the City of Martinsburg that the Rules and Regulations of the Fire Civil Service Commission of the City of Martinsburg, West Virginia as adopted by the Martinsburg City Council, be amended as follows:

#### Rule III: Application for Employment

##### **Section 1:**

The Commission shall require persons applying for employment with Martinsburg Fire Department to file with the City of Martinsburg a formal application ~~in which the applicant shall complete in his/her own handwriting~~. The Commission shall, at its discretion, announce a cut-off time for accepting applications. A date and time will be announced by the Commission for the last date the application will be accepted.

#### Rule IV: Qualifications for Positions as Firefighter/EMT-Basic, Firefighter EMSA-Intermediate and Firefighter/EMT-Paramedic

##### **Section 1:**

4. The applicant shall obtain certification as an EMT-Basic by the West Virginia Medical Services within ~~ninety (90) days~~ **one-hundred-fifty (150) days** of employment with the City of Martinsburg Fire Department. Failure to obtain certification as an EMT-Basic by the West Virginia Office of Emergency Services within the time frame shall result in dismissal from employment. **A one-time sixty (60) day extension may be granted by the Commission for good cause shown, upon request of the Chief of the Martinsburg Fire Department.**

#### Rule VI: Grading Procedures

##### **Written Examination**

The written examination given by the Commissioners shall constitute ~~80% or 80~~ **100% or 100** points of the total possible perfect grade of 100% or 100 points.

##### **Oral Examination**

~~The oral examination given by the Commissioners shall constitute one (1) to twenty (20) points for each candidate, and shall not exceed twenty (20) points.~~

#### Rule VII: Residency Requirements for Appointees to the Martinsburg Fire Department

##### **Section 1:**

Any fire personnel employed by the City of Martinsburg with an appointment date after the effective date of these residency requirements shall establish and maintain his/her permanent physical residence within a ~~20~~ **fifty**-mile radius of the Berkeley County Court House, located at Queen and King Streets, Martinsburg

West Virginia and shall continue to maintain his/her permanent physical residence within the residency area for the entire period of his/her active employment with the City of Martinsburg Fire Department.

**Section 2:**

Any fire personnel who do not reside within this area at the time of his/her appointment shall establish his/her physical residence within the specified area within ninety (90) calendar days of the first day of employment with the City of Martinsburg Fire Department. An extension of this period shall not exceed ninety (90) calendar days; however, an extension may be granted by the Fire Civil Service Commission upon receipt of a written request for such an extension. Any such request will be considered by the Commission only upon sufficient evidence that strict enforcement of the requirement would present a substantial hardship on the fire personnel requesting the extension. In no case shall the Commission delay the enforcement of this rule beyond the ninety (90) day extension period.

Martinsburg Fire Department Physical Agility Stations

**Physical Agility Stations**

Event 1: Claustrophobia Test

For this event, you must crawl through a maze. At a number of locations in the maze, you must navigate around, over and under obstacles. Your movement will be monitored throughout the maze. This is a non-timed event, but you are expected to complete this event in a timely manner. For this event, candidates will be required to wear a weighted vest ~~and use~~, SCBA Equipment and a black-out mask.

Ordinance shall be in effect immediately upon passage.

Introduced: April 20, 2021

Adopted:

\_\_\_\_\_  
Harriet Johnson, Mayor

Attest:

\_\_\_\_\_  
Gena Long, City Recorder



# City OF Martinsburg

Public Works Department  
P.O. Box 828  
800 Boston St.  
Martinsburg, WV 25402  
304-264-2126

## MEMORANDUM

To: Mark Baldwin, City Manager  
From: Jeff Wilkerson, Public Works Director  
Date: April 14, 2021  
Re: New Stormwater Vehicle

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In the General Fund Budget Revision for FY 2020-2021 the Martinsburg City Council has approved \$40,000.00 for (1) one new pick-up truck and equipment for the Stormwater employees. At this time, I am recommending the purchase of the following vehicle for our department:

2021 Red Dodge Ram 1500, 4X4, V8 Pick-up Truck	\$27,224.00
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This vehicle would be purchased from Stephens Auto Center through the West Virginia State Contract. If you have any questions or concerns please let me know.

**Class 15 - Automobile  
Standard Pick Up Crew Cab**

**Vendor Name:** Stephens Auto Center  
**Manufacturer/Brand:** FCA/Ram  
**Model Name & Number:** 1500 DS6L91

**Vendor Contact:** Mike Ballard  
**Phone No.:** 304-369-2411 ext. 33  
**Email:** mballard@stephensauto.com

**Vehicle Requirements:**

**Classification:** Standard Pick Up Crew Cab  
**Drive:** 4 Wheel/All Wheel with High & Low Range  
**Passenger seating:** 4 minimum (including driver)  
**Doors:** 4 full doors, minimum  
**Wheelbase:** 149 in., minimum  
**GVWR:** 6800 lbs. min, 7350 lbs. max.  
**Engine:** Minimum 8 Cylinder for gasoline and Minimum 6 cylinder for diesel  
**Off Road Package:** Includes but not limited to: Limited Slip rear axle, traction lock differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.  
**Tow Package:** Factory Complete: Includes integrated electric trailer brake controller, hitch, and wiring  
**Slush/All weather Mats** Installed on driver and passenger front and second row, except where vinyl floor covering is present.  
**Bed:** Long bed with installed Spray-in bedliner  
**Sliding Rear Window:** Not Required  
**Additional Requirements:**  
Factory Running Boards/Step Bars, Cab Length  
The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
PW7	Bright White
PR4	Flame Red

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	22	17	\$27,224.00	\$40,643.12
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

**\*Options:** N/A  
**FOB Dealership: (Deduct)** \$ 2.00  
**FOB Other than Metro Charleston - Per Mile**

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

## Master Subscription Agreement

This Master Subscription Agreement (the "Agreement") is entered into between Govolution LLC ("Govolution") and City of Martinsburg, WV ("Subscriber"), whose principal place of business is located at 232 N Queen Street, Martinsburg, WV 25401 on this date the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. **SERVICES.** Subject to the terms of this agreement, Govolution shall provide to Subscriber Internet-based electronic payment services (the "Subscribed Services") using a third party's proprietary software applications for the purpose of processing credit card and/or ACH payments as specified in Attachment 1.
2. **PAYMENT.** Subscriber shall pay Govolution in accordance with Attachment 1 – Price Schedule.
3. **TERM.** The term of this agreement shall be for a period of 3 years from the date of the Agreement, with automatic annual renewals until termination notice is provided by either party, as required in section 4.
4. **TERMINATION.** Either party may elect to terminate this Agreement by giving the other party at least thirty (30) days advance written notice prior to the date of termination. In the event of such termination the Subscriber shall be responsible for all fees, costs and charges incurred prior to the date of termination.
5. **PROPRIETARY RIGHTS.** Subscriber acknowledges that Govolution and/or its licensors own all intellectual property rights in the Subscribed Services, including without limitation all hardware and software components and any associated documentation, and all customizations, developments and derivative works made therefrom. The parties agree that this Agreement does not grant Subscriber any rights to patents, copyrights, trade secrets, trade names, or trademarks, registered or unregistered, or any other rights or licenses with respect to the Subscribed Services, other than those agreed to herein and described in Attachment 1.
6. **SUBSCRIBER OBLIGATIONS.** Subscriber shall provide Govolution with full, good faith cooperation and such information, assistance and support as Govolution reasonably deems to render the Subscribed Services.
  - 6.1. **Technical Representative.** Subscriber shall designate a technical representative, who is knowledgeable of Subscriber's technical requirements and authorized to provide guidance and instruction to Govolution, to serve as primary point of contact with Govolution or Govolution's third party agent for technical purposes.
  - 6.2. **Data Maintenance and Backup Procedures.** Govolution shall maintain and update the databases and associated files utilized in the Subscribed Services on behalf of Subscriber, and Subscriber agrees that Govolution has the sole right to do so. In connection with such maintenance and updates, Subscriber shall test, and/or assist Govolution in testing, the consistency and completeness of such maintenance and updates as Govolution reasonably requests.
  - 6.3. In the event of any loss or damage to Subscriber's data, Subscriber's sole and exclusive remedy shall be for Govolution to use commercially reasonable and good faith efforts to replace or restore the lost or damaged data from the latest backup, which Govolution has maintained in accordance with its standard archival procedures.
  - 6.4. **Taxes:** Subscriber shall be responsible for any federal, state or local taxes based on the Subscribed Services (other than taxes based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.
7. **CONFIDENTIALITY** By virtue of this Agreement, the parties hereto may have access to information that is confidential to one another (the "Confidential Information"). Confidential Information shall include, but not be limited to, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, Subscriber names, prospective Subscriber names, the terms and pricing under this Agreement and all information clearly identified in writing at the time of disclosure as confidential. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.
  - 7.1. **Exceptions:** A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.
  - 7.2. **Use and Nondisclosure:** The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except Govolution's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law.
8. **WARRANTY.** Govolution: (a) warrants that the Subscribed Services will substantially comply with the specifications set forth in this Agreement; and (b) shall implement policies and procedures to maintain the security of cardholder data that Govolution possesses, stores, processes or transmits on behalf of the Subscriber, or to the extent that Govolution could impact the security of the Subscriber's cardholder data environment, in accordance with applicable payment card industry data security standard (PCI-DSS) requirements.
9. **LIMITATIONS ON LIABILITY.** To the maximum extent permitted by law, in no event shall Govolution and/or its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents be liable, under any circumstances or legal theories whatsoever, to Subscriber or any third party for any loss of profits, revenue or

goodwill, loss of savings, loss of use or data, interruption of business, cost of substituted facilities or services, or for any indirect, special, incidental or consequential damages of any character, even if Govolution is aware of the risk of such damages, that result in any way from Subscriber's or any third party's use of or inability to use the Subscribed Services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Subscribed Services.

14. **HEADINGS AND SUBSECTIONS.** Section headings are provided for convenience of reference and do not constitute part of this Agreement.

9.1. Subscriber understands and agrees that Govolution does not and cannot control the flow of data to or from Govolution's data center and other portions of the Internet. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet or portions thereof. Govolution disclaims any and all liability resulting from or related to such events. In addition to and not in limitation of the foregoing, Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution does not commit to support any particular browsing platform or technology, including assistive technology.

9.2. Subscriber understands and agrees that Govolution shall not be responsible for the security of data residing on the server of Subscriber or any third party to this Agreement (including without limitation the general public, financial institution or third party processor) or for the ability or inability of such third parties to transact, receive, obtain, exchange or transmit data to or from a server(s) controlled by Govolution.

10. **INDEMNIFICATION.** To the maximum extent permitted by law, Subscriber agrees to indemnify and hold Govolution, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Subscriber or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Govolution, its employees or agents.

11. **NOTICES.** Except as otherwise expressly stated in this Agreement, any notices or communications required or permitted under this Agreement shall be deemed to have been duly given only if in writing and delivered to the address of the receiving party as follows:

Govolution LLC  
2000 N 14<sup>th</sup> St., Suite 600  
Arlington, VA 22201

Subscriber: \_\_\_\_\_

Notices shall only be sent via (a) certified U.S. mail, return receipt requested, postage prepaid; (b) overnight courier, postage prepaid; or (c) via hand delivery.

12. **ENTIRE AGREEMENT.** This Agreement (and any exhibits and/or schedules attached hereto) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and merges any and all prior proposals, understandings, agreements and representations, whether oral or written.

13. **MODIFICATION.** This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

15. **SEVERABILITY; NO WAIVER.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

16. **ASSIGNMENT.** Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest resulting from a merger, acquisition or sale of all or substantially all of the assets to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.

17. **NO THIRD PARTY BENEFIT.** The provisions of this Agreement are for the sole benefit of the parties hereto. This Agreement confers no rights, benefits or claims upon any person or entity not a party hereto.

18. **RELATIONSHIP OF THE PARTIES.** The parties will be and shall act as independent contractors and not as an agent or partner of, or joint venture with, the other party for any purpose. Neither party by virtue of

this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

19. **FORCE MAJEURE.** Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation or communications systems, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.

20. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the applicable state court of the Commonwealth of Virginia (or, if there is exclusive federal jurisdiction, U.S. District Court, and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.

21. **FEES.** Merchant card services fees will be automatically deducted from a client-defined account on a monthly basis. Technology fees can be automatically deducted from a client-defined account on a monthly basis, or Govolution can invoice the Subscriber monthly for fees due.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement, effective as of the date first written above.

**Subscriber:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Govolution**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ATTACHMENT 1 – PRICING SCHEDULE**

The pricing options below reflect using payment and merchant services through Govolution’s Velocity Payment System and corporate processor, First American Payment Systems.

**OPTION #1: SERVICE FEE MODEL (CONVENIENCE FEE MODEL)**

In a Service Fee (Convenience Fee) pricing model, the Customer makes payment for the sum of the principal amount plus an additional fee (“Service Fee”) to cover the cost of the transaction. The Client will not be charged credit card or ACH processing costs. **The Service Fee pricing offered below includes all configuration, deployment, implementation, training, testing, compliance, and customer support and maintenance services.** Govolution offers this pricing to all agencies, departments, and other entities that operate under the governmental structure of the Client. In addition, Govolution will typically absorb any increases in interchange fees mandated by the credit card brand rules. However, Govolution reserves the right to request to increase the charged service fee if the card brands increase their interchange fees substantially.

**SERVICE FEE MODEL FOR GOVERNMENT PAYMENTS – NO COST SOLUTION TO THE CITY**

Payment Type	Service Fee Per Transaction
Credit/Debit Card	TBD
Electronic Check/ACH	TBD

- The Client will receive the payment amount settled into an account designated for the specific e-Government application (e.g. personal property tax, real estate tax, etc.). Govolution will retain the service fee.
- If using IVR solution, the service fee will increase by 0.05% to cover all IVR call minutes. Please note that each IVR application includes a single standard IVR call script utilizing Govolution pre-recorded professional voice prompts and a single workflow will be provided. Each additional recorded language and/or workflow is classified as a separate call script. Additional call scripts or non-standard recorded voice prompts will be quoted at the prevailing rate.
- Any necessary POS hardware (ex: terminals, swipers and check readers) will be quoted at the prevailing rates plus shipping.

**SERVICE FEE (CONVENIENCE FEE) APPLICATIONS - PROVISION OF THE SERVICES**

1. Provisions: Govolution shall provide the Services in accordance with the following guidelines:
  - Govolution will charge customer (“Cardholder” or “Customer”) a “Service Fee” for each Card or Electronic Check transaction processed (the “Service Fee”), to be collected in addition to the corresponding Subscriber Payment as part of a unified Card transaction.
  - Except for any fees to be paid by Subscriber as set forth in Attachment 1, Govolution shall not charge the Subscriber an additional fee for Service Fee transactions. Enhancements to the Services or additional Services not provided for in this agreement, and any related fees payable by Subscriber in connection therewith, will be mutually agreed in writing by Provider and Subscriber.
  - With respect to all “refund” Card transactions that are substantiated by a Card holder and approved by an authorized representative of Govolution and Subscriber: (i) Govolution shall refund to the Cardholder the corresponding Subscriber Payment and Service Fee; and (ii) shall debit the Subscriber’s depository bank account (the “Subscriber Bank Account”) for the amount of the corresponding Subscriber Payment.
  - With respect to all “chargeback” Card transactions that are substantiated by a Cardholder and for which Govolution has been charged by the relevant Card Issuer, Govolution shall debit the Subscriber Bank Account for the amount of the corresponding Subscriber Payment.
  - Govolution shall settle Subscriber Payment transactions to the appropriate Card organizations, and forward all Subscriber Payments to the Subscriber Bank Account. Govolution shall retain all Service Fees collected by it hereunder. In the event that Govolution is unable to collect all amounts owed by Subscriber hereunder through debiting the Subscriber Bank Account, Subscriber shall promptly pay all owed amounts to Govolution in immediately available funds.
  - Govolution will notify each Customer of the dollar amount of all Subscriber Payments and Service Fees to be charged to his/her Card and obtain the Customer’s approval (electronic or otherwise) of such charges prior to initiating Card authorizations.
  - Govolution will provide Customer with electronic confirmation of Card transactions.
  - Govolution will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.
  
2. Subscriber’s Obligations: In order to provide the Services as outlined in this agreement, Subscriber shall comply with the following:
  - Prior to Govolution’s commencement of the Services, Subscriber will enter into all applicable merchant agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation the Payment Card Industry Data Security Standards and rules and regulations governing the use of specific Card logos and marks.
  - Other than permitting Govolution to charge the Service Fees in accordance with this Agreement, Subscriber will not impose any surcharge or other penalty on Card transactions made by Customer for Subscriber Payments.
  - Subscriber will reimburse Govolution for all chargeback actions resulting from overpayments, duplicate or misapplied payments or unauthorized charges that are substantiated by a Cardholder and approved by authorized representatives of Govolution and Subscriber. Subscriber will provide to Govolution all necessary documents and correspondence in connection with such a transaction or other similar refund transaction.
  - Subscriber will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Subscriber’s daily operations.
  - Subscriber will not require, as a condition to making a Subscriber Payment, that a Cardholder agree in any way to waive such person’s rights to dispute the transaction with the Card issuer for legitimate reasons.
  - Subscriber will make a reasonable effort to promote the Services to Customers. These promotions may include publishing the relevant telephone number and URL for Subscriber Website on instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, bills as applicable, and related marketing materials.
  - Subscriber shall promptly reimburse Govolution for any fines, fees or other amounts for which Govolution is charged but that are Subscriber’s responsibility, obligation or liability under any merchant agreement, including without limitation any chargeback amount, chargeback fine or fee, PCI-related fine or fee, Card network fine or penalty, non-sufficient funds fine, penalty or amount, and any other amounts that are Subscriber’s responsibility, obligation or liability under any merchant agreement but for which Govolution is charged.

# iPP 320

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## The consumer-facing solution for fast & secure payment acceptance

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- A fast, secure point of sale (POS) and point of payment solution.
- Improve customer experience through an intuitive interface and contactless payment acceptance.
- Expand consumer choice by accepting multiple methods of electronic payment.
- Speed payment system integration with seamless plug-and-play installation.



security



smartcard



magstripe



contactless

## Countertop checkout with a fast, secure payment solution.

### Highest Security

As a PCI PTS 4.x certified solution, the iPP 320 ensures secure data and application management and enables highly secured electronic transactions. The smart terminal also complies with SRED and Open protocol modules. The optional PIN privacy shield ensures PIN-entry confidentiality.

### All Payment Options

In addition to accepting EMV chip & PIN, magstripe, and NFC/contactless payments, the iPP 320 also supports new NFC technologies, such as loyalty, and wallets.

### Designed for Retail

Robust and optimized for fast checkout, the iPP 320 is designed to meet the needs of intense retail environments. It is compact, requires minimum counter space and provides easy handling. A large 15-key backlit keypad, LCD display and function keys allow comfortable, convenient interactions.

### All Connectivity & Communication

The iPP 320 connects to an ECR, a POS or a PC via direct connection, such as Ethernet or RS232. This plug-and-play device is equipped with a single multi-point mono connector cable for seamless integration.

### Telium 2 Operating System

Powered by Ingenico Group, Telium 2 technology is the result of 30 years' of experience in the payment industry. Secure, highly integrated and fast, Telium 2 is a world leading platform for secure payment services. With advanced functions, it can easily manage more than 2,000 graphical libraries and handle new business service apps. Telium 2 is the fully scalable, reliable operating system embedded into Ingenico Group's 27 million terminals deployed worldwide.



iPP300 Series		iPP 320
<b>Processor</b>	ARM 9 & ARM 7	●
<b>Memory</b>	128 MB flash 32 MB SDRAM μSD supporting up to 8G	● ● ●
<b>SAM</b>		3
<b>Card Readers</b>	Smart card Magstripe Contactless	● ● ●
<b>Display</b>		LCD 128 x 64 White backlit
<b>Terminal Connectivity</b>		USB RS232 Ethernet
<b>Keypad</b>	Backlit operational keys	15
<b>Audio</b>	Buzzer	●
<b>Power Supply</b>	Powered USB Powered RS232 Powered Ethernet External power supply	5V 500 mA 5V or 12V POE compliant with 802.3af Optional
<b>Terminal Size</b>	L x W x H	6.61" x 3.26" x 1.57"
<b>Weight</b>		9.41 oz
<b>Relative Humidity</b>		85% HR to 131°F (55°C)
<b>Optional Privacy Shield</b>	PCI compliant	Additional or factory-mounted privacy shield
<b>Environment</b>	Operating temperature Storage temperature	32°F to 113°F (0°C to +45°C) -4 to 131°F (+20°C to +55°C)
<b>Security</b>	Online & offline	PCI PTS 4.x certified

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www.ingenico.us

**ingenico**  
GROUP



April 14, 2021

Mr. Mark S. Baldwin  
City Manager  
City of Martinsburg, West Virginia  
232 North Queen Street  
P.O. Box 828  
Martinsburg, WV 25402

RE: City of Martinsburg, WV Stormwater Financing and Outreach Study, Stormwater Level of Service and Regulatory Compliance Update

Dear Mr. Baldwin:

As requested as part of the City's ongoing Stormwater Financing and Outreach Study (the Study), GKY is pleased to present the following scope of work to assist the City of Martinsburg with updates to the City's proposed level of stormwater service and its impact on the funding alternatives previously developed for the Study. Specifically, GKY has been asked to quantify and develop (1) illicit discharge detection elimination (IDDE) spill response procedures and (2) standard operating procedures (SOPs), including formal enforcement procedures and an inspection calendar, for conducting inspections and enforcing maintenance agreements associated with privately owned or operated best management practices (BMPs) as part of the City's ongoing stormwater management program. As recently discussed with your staff, GKY proposes the following scope of work, assumptions, and schedules for completion of this phase of the Study.

#### **Stormwater Management Program Level of Service Updates and Assistance**

In response to the City's request, GKY will develop the following procedures for adoption and implementation into the City's Stormwater Management Program:

- IDDE spill response procedures, which contain field response activities, such as ways to identify and address the source of spills, contain, and clean up spills and dispose of materials contaminated by spills.
- An SOP, formal enforcement procedure and inspection calendar for required inspections, enforcing maintenance agreements for private BMPs, conducting maintenance activities or corrective actions, and recouping costs from the property owners. The inspection calendar will be based on a five (5) year rotational basis for all BMPs.

In development of these documents, GKY will utilize the following process:

- Upon receipt of notice to proceed, GKY will facilitate a virtual kickoff meeting between GKY senior staff and appropriate City personnel to garner an understanding of the City's current program implementation status and identify necessary documents, ordinances, existing SOPs and City expectations. GKY will follow-up the virtual kick-off meeting with a formal request for the materials identified during the meeting as well as any additional items GKY may need to complete the task.
- GKY will utilize the results of the kickoff meeting and review of the requested materials to develop draft IDDE procedures and the draft SOP, enforcement procedures and inspection calendar for private BMPs. These draft documents will be submitted to the City for review and comment.

- Upon receipt of the City's comments, GKY will facilitate a second virtual meeting to discuss the documents' contents, City comments and additional concerns. After which GKY will develop a final set of documents for City adoption and implementation as part of their Stormwater Management Program.

GKY will then incorporate the ongoing level of service needs these protocols and procedures will require as part of the City's overall stormwater management program and include these expenses in the previously developed cost of service analysis and preliminary Stormwater Utility (SWU) rate model for review by staff and, at staff's direction, the City Council.

#### GKY's Task 1 Deliverables

- Participation in one (1) kickoff virtual meeting and one (1) follow-up discussion virtual meeting using Microsoft Teams, or similar host program.
- One (1) draft, and one (1) final submission of each of the following:
  - IDDE spill response procedures
  - Private BMP inspection and enforcement SOPs
- Incorporation of procedure implementation costs for an updated cost of service analysis memo and associated, preliminary SWU rate study.

#### GKY's Task 1 Assumptions

- *The City must have finalized versions of the SOPs and procedures deliverables in order to meet an unwavering deadline of approximately July 1, 2021.*
- *The City will ensure that the appropriate personnel are available for participation in the virtual meetings and responsive to any follow-up GKY requests.*
- *The City will provide GKY the following materials within five (5) days of notice to proceed:*
  - *The current stormwater management ordinance and zoning ordinance detailing IDDE spill requirements and post development BMP requirements.*
  - *Copies of any existing enforcement schedule and written legal guidance currently utilized by the City including any limitations on accessing private property.*
  - *Copies of any existing IDDE spill response procedures currently utilized by the City.*
  - *Copies of any existing City procedures and associated documents currently utilized in conducting private BMP inspections and compliance activities, ensuring maintenance agreements are properly filed, and tracking private BMP installation, maintenance, and enforcement.*
  - *A list of the known private BMPs and associated available information such as type, date of installation and location. It is preferred that this information be provided in an excel spreadsheet, if possible.*
- *The City will provide GKY copies of any additionally requested information resulting from the virtual kickoff meeting within five (5) days of receipt of GKY's written request.*
- *GKY will coordinate all written requests for information, meeting schedules and follow-up communication through the City's Stormwater Coordinator, unless otherwise directed in writing.*

Proposed Work and Fee Schedule

GKY anticipates completion of the proposed work **no later than June 18, 2021**, based on a notice to proceed start date of **April 21, 2021**. GK Y proposes the above listed scope of services for a lump sum fee of **\$9,859.70**.

If this scope of services meets your approval, please sign below to indicate acceptance and return the original that will serve as our notice to proceed. Invoices for GK Y's services are submitted monthly.

The portion of the lump sum amount billed is based on the estimated portion of the total services completed during the billing period. Invoices are due and payable within 30 days after the date on the invoice. Past due balances are subject to a finance charge of 1.5% per month or 18% annually. In the event that GK Y must resort to collection actions to recover any sums due pursuant to this agreement, GK Y shall be entitled to collect, in addition to outstanding payments, all costs of collection including but not limited to attorneys' fees.

We look forward to being of service to you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,  
**GKY & Associates, Inc.**



Stuart M. Stein, P.E., D. WRE  
President



Douglas H. Moseley III, AICP CFM  
Project Manager

Approved by **City of Martinsburg, West Virginia:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Application and Certificate for Payment

<b>TO OWNER:</b> City of Martinsburg 232 North Queen Street Martinsburg WV 25401	<b>PROJECT:</b> Martinsburg Train Station Corridor East Martin Street Martinsburg WV 25401	<b>APPLICATION NO:</b> 2 <b>PERIOD TO:</b> 3/31/2021 <b>CONTRACT FOR:</b> <b>CONTRACT DATE:</b> 1/29/2021 <b>PROJECT NOS:</b> / /	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> W Harley Miller Contractors, Inc. P.O Box 945 Martinsburg WV 25402	<b>VIA ARCHITECT:</b> Alpha Associates Inc. 535 West King Street Martinsburg WV 25401		

### CONTRACTOR'S APPLICATION FOR PAYMENT

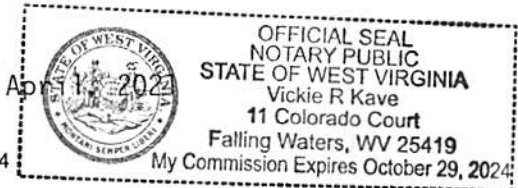
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$	1,044,637.00
2. NET CHANGE BY CHANGE ORDERS .....	\$	29,965.00-
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	1,014,672.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$	70,508.60
<b>5. RETAINAGE:</b>		
a. <u>10.00</u> % of Completed Work (Columns D + E on G703)	\$	7,050.87
b. <u>0.00</u> % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$	7,050.87
6. TOTAL EARNED LESS RETAINAGE .....	\$	63,457.73
<i>(Line 4 minus Line 5 Total)</i>		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	10,407.60
<i>(Line 6 from prior Certificate)</i>		
8. CURRENT PAYMENT DUE .....	\$	53,050.13
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$	951,214.27
<i>(Line 3 minus Line 6)</i>		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 29,965.00-
Total approved this month	\$ 0.00	\$ 0.00
<b>TOTAL</b>	\$ 0.00	\$ 29,965.00-
<b>NET CHANGES by Change Order</b>		29,965.00-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**  
 By: James W Dailey E Date: 4/14/2021  
 State of: West Virginia  
 County of: Berkeley  
 Subscribed and sworn to before me this 14th day of April, 2021  
 Notary Public: Vickie R Kave  
 My commission expires: October 29, 2024



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 53,050.13  
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**  
 By: Richard Klein Date: 4/15/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Martinsburg Train Station Corridor												Application Number: 2	
Application Period: 3/4/2021-3/31/2021												Application Date: 3/31/2021	
Contract Information						Work Completed							
A		B		C		D		E		F		G	
Item Code	Description	Item Quantity	Units	Unit Price	Scheduled Value	Qty Installed this Period	Value of Work Installed this Period	Qty Installed to Date	Value of Work Installed to Date	Materials Stored	Total Completed/Store To Date	o/o	Balance to Finish
0005	201001-000 Clearing/Grubbing	1	LS	89,500.00	89,500.00								72,500.00
0010	204001-000 Mobilization	1	LS	8,200.00	8,200.00	0.50	\$ 4,100.00	1.00	\$ 8,200.00		\$ 8,200.00	100%	-
0015	207001-001 Unclassified Excavation	1184	CY	31.75	37,592.00	311	\$ 9,874.25	311	\$ 9,874.25		\$ 9,874.25	26%	27,717.75
0020	207002-000 Subgrade	289	CY	80.00	23,120.00	20	\$ 1,600.00	20	\$ 1,600.00		\$ 1,600.00	7%	21,520.00
0025	207034-000 Fabric for Separation	3782	SY	2.90	10,957.80							0%	10,957.80
0030	219001-001 Cont Low Strength Materials, Type C	48	CY	375.00	18,000.00							0%	18,000.00
0035	307001-000 Agg. Base Course Class 1	603	CY	92.40	55,717.20							0%	55,717.20
0040	307001-000 Agg. Base Course Class B	35	CY	128.50	4,497.50							0%	4,497.50
0045	311006-001 Open Graded Free Draining Base Course	114	CY	311.40	35,499.60							0%	35,499.60
0050	401001-023 Marshall Asp Base Course Stone	332	TN	122.00	40,504.00							0%	40,504.00
0055	402001-001 Marshall Asphalt Skid Pwt Stone	127	TN	218.10	27,698.70							0%	27,698.70
0060	408002-001 Asphalt Material	175	GAL	6.85	1,198.75							0%	1,198.75
0065	418005-001 Standard Matting	836	SY	14.85	12,414.60							0%	12,414.60
0070	505014-001 Modified Inlet	13	EA	4,000.00	52,000.00							0%	52,000.00
0080	505023-001 Crushed Stone/Silica Sand	86	CY	74.50	6,407.00							0%	6,407.00
0085	506025-002 4" Underdrain Pipe	577	LF	11.25	6,491.25							0%	6,491.25
0090	609001-001 Concrete Sidewalk	1269	SY	81.15	102,979.35	98	\$ 7,952.70	98	\$ 7,952.70		\$ 7,952.70	8%	95,026.65
0095	609001-001 Conc Sidewalk-Stamped Red	514	SY	126.45	64,995.30							0%	64,995.30
0100	609002-001 Best Course Material	172	CY	150.00	25,800.00	34	\$ 5,100.00	34	\$ 5,100.00		\$ 5,100.00	20%	20,700.00
0105	609005-001 Curb Ramp	18	EA	544.45	9,800.10	1	\$ 544.45	1	\$ 544.45		\$ 544.45	6%	9,255.65
0110	609006-001 Detectable Warning Surface	18	EA	372.20	6,699.60	1	\$ 372.20	1	\$ 372.20		\$ 372.20	6%	6,327.40
0115	610001-001 Plain concrete curbting-Type I	1613	LF	31.00	50,003.00	234	\$ 7,254.00	234	\$ 7,254.00		\$ 7,254.00	15%	42,749.00
0120	610001-001 Plain concrete curbting-Type I-Mod	897	LF	31.25	28,031.25							0%	28,031.25
0125	636002-001 Agg for Traffic/Stone/Gravel	1200	TN	70.00	84,000.00							0%	84,000.00
0130	636011-001 Traffic Control Device	8800	Units	1.40	12,320.00	480	\$ 672.00	2240	\$ 3,136.00		\$ 3,136.00	25%	9,184.00
0135	636014-001 Flagger	40	HR	54.00	2,160.00							0%	2,160.00
0140	636025-002 Warning Lights, Type B	720	DA	3.30	2,376.00							0%	2,376.00
0145	639001-001 Construction Layout Stake	1	LS	6,200.00	6,200.00							0%	6,200.00
0150	642005-001 Fertilizer	0.07	TN	2,600.00	182.00							0%	182.00
0155	642012-001 Mt Fence	82	LF	10.50	861.00							0%	861.00
0160	642040-001 Inlet Protection	1	LS	800.00	800.00							0%	800.00
0165	652002-001 Fertilizer 10-20-10	0.008	TN	12,000.00	96.00							0%	96.00
0170	652003-001 Seed Mix B,C-L,C-2	0.5	LB	500.00	250.00							0%	250.00
0175	652004-001 Straw or hay mulch	0.04	TN	2,500.00	100.00							0%	100.00
0180	662002-001 Galvanized Steel Conduit	1	LS	19,900.00	19,900.00							0%	19,900.00
0185	662003-001 PVC Conduit, 4"	1	LS	20,500.00	20,500.00		\$ 2,050.00		\$ 2,050.00		\$ 2,050.00	10%	18,450.00
0190	662006-001 Junction Box Type N 10x10	11	EA	2,175.00	23,925.00							0%	23,925.00
0195	662006-001 Junction Box Type H 18x18	6	EA	2,725.00	16,350.00							0%	16,350.00
0200	662009-001 Cable	1	LS	9,300.00	9,300.00							0%	9,300.00
0205	662013-001 Service-Control Station	1	LS	23,500.00	23,500.00							0%	23,500.00
0210	662014-001 Incidental Electrical Work	1	LS	3,400.00	3,400.00							0%	3,400.00
0215	662015-001 Electrical Test	1	LS	600.00	600.00							0%	600.00
0220	662007-001 Luminaire, 100W LED	13	EA	1,750.00	22,750.00							0%	22,750.00
0225	662010-099 Lighting support, Type VII	13	EA	4,950.00	64,350.00	1.5	\$ 7,425.00	1.5	\$ 7,425.00		\$ 7,425.00	12%	56,925.00
0300	663002-040 Centerline, Type # 6"	632	LF	12.50	7,900.00							0%	7,900.00
0305	672002-002 Site Furnishings	1	LS	4,700.00	4,700.00							0%	4,700.00
	Change Order #1-Change project phasing												
	Change Order #2-Electrical Changes	1	LS		(29,965.00)							0%	(29,965.00)
					\$ 1,014,672.00		\$ 58,944.60		\$ 70,508.60	0	\$ 70,508.60		\$ 944,163.40



**W. HARLEY MILLER CONTRACTORS, INC.**  
*PROPOSED CHANGE COST ESTIMATE*

**PROJECT: Martinsburg Train Station Corridor**

**DATE: April 8, 2021**

**PROJECT NO. 232020**

**PCO Amount: \$17,988**

**Proposed Change Order Number: 5R1**

 **Description: Power Company Conduit Crossings**

DESCRIPTION OF WORK	QUANTITY	UNITS	LABOR COST		EQUIP	MATERIAL	SUB COST	TOTAL
			UNIT	TOTAL	TOTAL	TOTAL		
WHMC - Material For Piping						\$3,500		\$3,500
WHMC - Labor To Install Piping				\$1,500				\$1,500
WHMC - Class 3 Laborer	64	MH	\$50.00	\$3,200				\$3,200
WHMC - Class 2 Operator	32	MH	\$60.00	\$1,920				\$1,920
WHMC - General Supervision	8	MH	\$75.00	\$600				\$600
20 Ton of Stone @ \$30.00 / Ton						\$600		\$600
Disposal of Excavated Material						\$350		\$350
<b>Exclusions: Rock Removal, Concrete</b>								
Sub-Subtotals				\$7,220		\$950		\$11,670
Law Directed Burden and Benefits				\$3,249				\$3,249
WV Consumers Sales Tax						\$67		\$67
<b>Subtotals</b>				<b>\$10,469</b>		<b>\$1,017</b>		<b>\$14,986</b>
Overhead and Profit - On Subcontractor Performed Work								
Overhead and Profit - On WHMC Performed Work				\$2,094		\$203		\$2,297
Bond & Insurance Costs								\$346
City of Martinsburg B&O Tax								\$360
<b>Subtotal</b>								<b>\$17,988</b>
<b>GRANDTOTAL THIS CHANGE</b>								<b>\$17,988</b>



# Valentine Electric, Inc.

110 Western Maryland Parkway, Hagerstown, MD 21740  
Office: (301)797-8836 Fax: (301)797-8850

## CHANGE ORDER

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### PROJECT

MARTINSBURG TRAIN STATION CORR

MARTINSBURG, WV

### CONTRACTOR

W HARLEY MILLER  
1193 HEDGESVILLE ROAD  
MARTINSBURG, WV 25403

CHANGE ORDER NO. 11

CHANGE ORDER DATE 4/14/21

SUBCONTRACT NO.

CONTRACT DATE

SUB JOB NO. C0203

### The contract is changed as follows:

Reconfigure electrical service on house at 213 E Martin Street. Existing overhead service mast and meter socket will be removed and replaced with a underground fed meter socket with new wiring to existing basement electrical panel and ground rods. Pricing includes electrical inspection and work with coordination with the power company.

Pricing does not include the 3" pvc underground conduit with installation and excavation from proposed power company wood pole to new house meter socket location and any power company charges.

Materials \$ 368.00  
Labor \$ 734.00  
Equipment \$ 280.00  
Mark up \$ 276.00

Total \$1,658.00



April 6, 2021

Re: Project # 46363

Dear Mr. Baldwin,

This is in response to your request for Frontier West Virginia Inc. to perform the following work: *relocate all aerial crossing along E Martins St. - place 2 Bur cables in customer placed conduit(s) and 25 ASW's*

We have estimated that the cost of this work effort will be \$8,552.33.  
Balance due Frontier \$8,552.33

This is the amount of the advance payment that you will be required to make. You must return this signed agreement, along with the full advance payment, before your work will be scheduled.

If you agree to these terms, please sign below and forward this signed letter agreement, a check for **\$8,552.33** made payable to Frontier and noted with **Project # 46363** to:

Frontier West Virginia Inc.  
Attn: Sheri Burton  
Engineering Department  
*1500 MacCorkle Ave. Rm 104*  
*Charleston, WV. 25396*

For your convenience and use, we have enclosed a self-addressed envelope. If you are signing for a company or other entity, then by signing below, you warrant that you are authorized to bind the company or entity to the terms of this letter agreement.

Upon receipt of your signed agreement and advance payment, your work order will be released to our Construction Department for scheduling. The work will be completed during the normal workweek. Pending workload, Frontier West Virginia Inc. will complete the work within 60 days after receipt of payment.

Frontier West Virginia Inc. reserves the right to extend the completion date if its forces are required to meet the service needs of its telephone customers.

Frontier West Virginia Inc. shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Frontier West Virginia Inc.

Should you have any questions or concerns regarding these terms, please contact me at **540-226-8329**.

Please be advised that the price estimate quoted above is only valid for sixty (60) days from the date of this letter. If this work request is cancelled after you have signed the agreement, you will be billed for any Engineering and Construction cost incurred after the date of signature that may include the cost to place and/or remove facilities.

If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be **canceled**.

Sincerely,

Jerry Wallace  
OSP Engineering  
540-226-8329

I agree to the terms of this agreement:

Accepted (Signature): \_\_\_\_\_

*Print Name & Title:* \_\_\_\_\_

*Company* \_\_\_\_\_

*Billing Address:* \_\_\_\_\_

*Telephone #:* \_\_\_\_\_

*Date:* \_\_\_\_\_



April 8, 2021

Re: Project # 46579

Dear Mr. Baldwin,

This is in response to your request for Frontier West Virginia Inc. to perform the following work: *Relocate all aerial crossing paralleling S Spring St at E Martin St and in front of Apollo Theater. This project will be relocating 2 aerial copper cable, 2 pressure pipes & 1 aerial fiber cable into customer placed conduit(s).*

We have estimated that the cost of this work effort will be \$24,410.10.  
Balance due Frontier \$24,410.10

This is the amount of the advance payment that you will be required to make. You must return this signed agreement, along with the full advance payment, before your work will be scheduled.

If you agree to these terms, please sign below and forward this signed letter agreement, a check for **\$24,410.10** made payable to Frontier and noted with **Project # 46579** to:

Frontier West Virginia Inc.  
Attn: Sheri Burton  
Engineering Department  
**1500 MacCorkle Ave. Rm 104**  
**Charleston, WV. 25396**

For your convenience and use, we have enclosed a self-addressed envelope. If you are signing for a company or other entity, then by signing below, you warrant that you are authorized to bind the company or entity to the terms of this letter agreement.

Upon receipt of your signed agreement and advance payment, your work order will be released to our Construction Department for scheduling. The work will be completed

during the normal workweek. Pending workload, Frontier West Virginia Inc. will complete the work within 60 days after receipt of payment.

Frontier West Virginia Inc. reserves the right to extend the completion date if its forces are required to meet the service needs of its telephone customers.

Frontier West Virginia Inc. shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Frontier West Virginia Inc.

Should you have any questions or concerns regarding these terms, please contact me at **540-226-8329**.

Please be advised that the price estimate quoted above is only valid for sixty (60) days from the date of this letter. If this work request is cancelled after you have signed the agreement, you will be billed for any Engineering and Construction cost incurred after the date of signature that may include the cost to place and/or remove facilities.

If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be **canceled**.

Sincerely,

Jerry Wallace  
OSP Engineering  
540-226-8329

I agree to the terms of this agreement:

Accepted (Signature): \_\_\_\_\_

*Print Name & Title:* \_\_\_\_\_

*Company* \_\_\_\_\_

*Billing Address:* \_\_\_\_\_

*Telephone #:* \_\_\_\_\_

*Date:* \_\_\_\_\_



# INVOICE

**Remit Payment To:**  
Comcast Communications  
Attn: Angelina Bishop  
8031 Corporate Drive  
Nottingham, MD 21236

**Date:** April 15, 2021

**Invoice #:** Pending

**(Please include invoice # on remittance)**

**Bill To:**  
City of Martinsburg  
ATTN: Mark Baldwin  
232 N. Queen St.  
Martinsburg, WV 25401

**For:**  
Relocation of Comcast coaxial and fiber  
optic facilities from aerial to UG

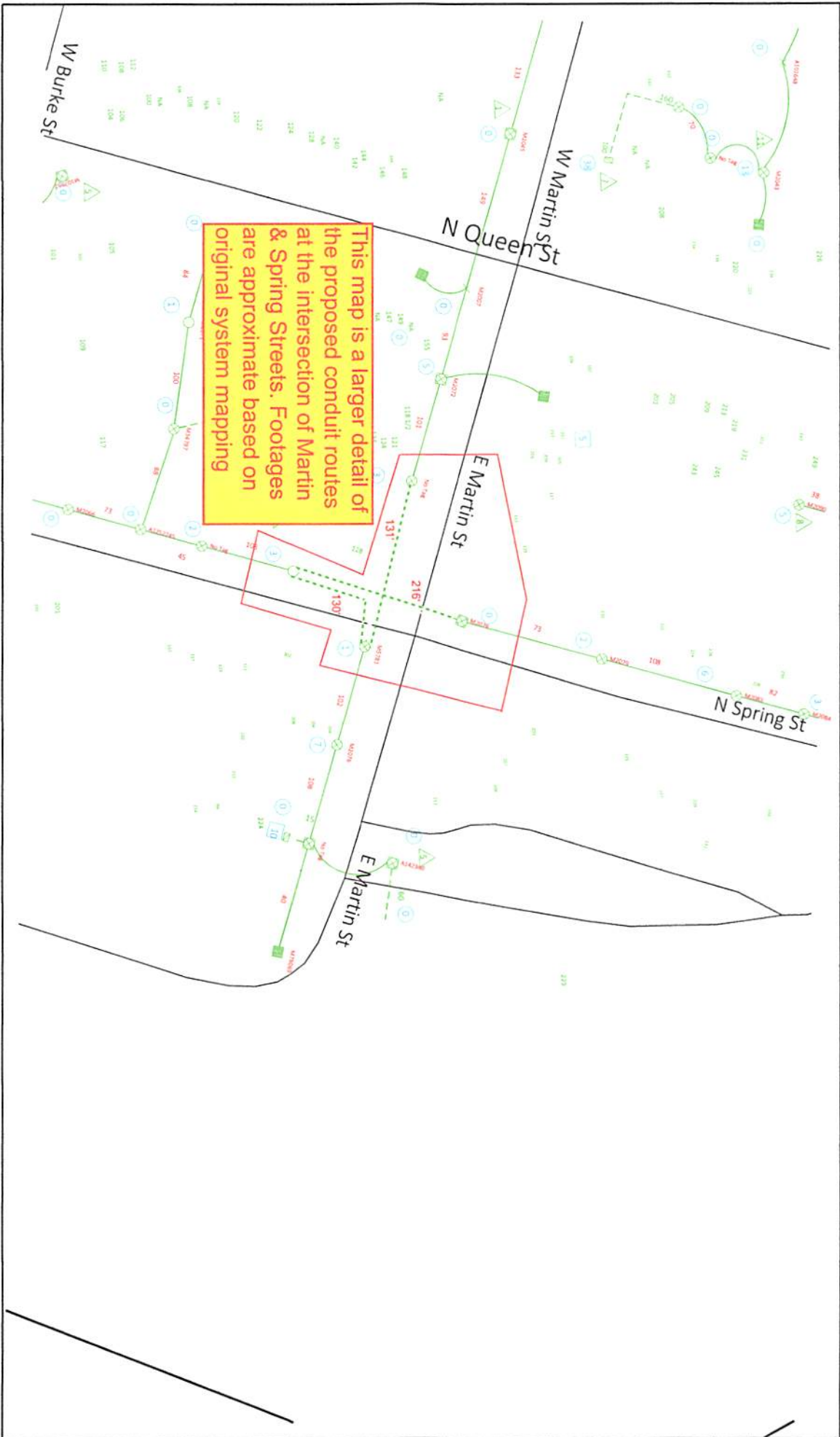
DESCRIPTION	AMOUNT
Plant Relocation - Construction Reimbursement Cost	\$26,000.00
<b>TOTAL</b>	<b>\$26,000.00</b>

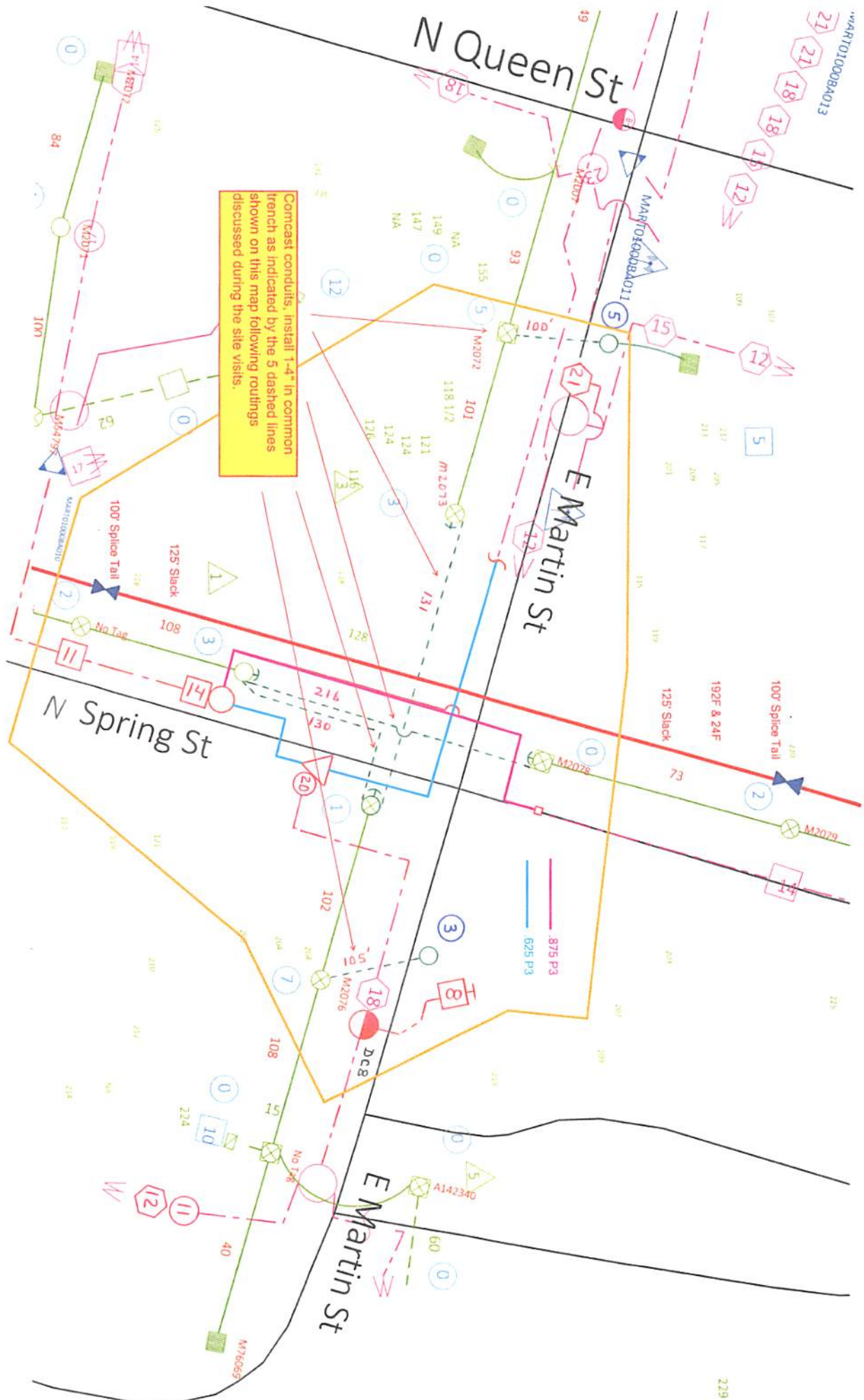
If you have any questions about this invoice please call:

**Andy Statler, 540-504-0933**

**\*\*Cost/Price Quote is good for 90 days, from date of invoice.\*\***

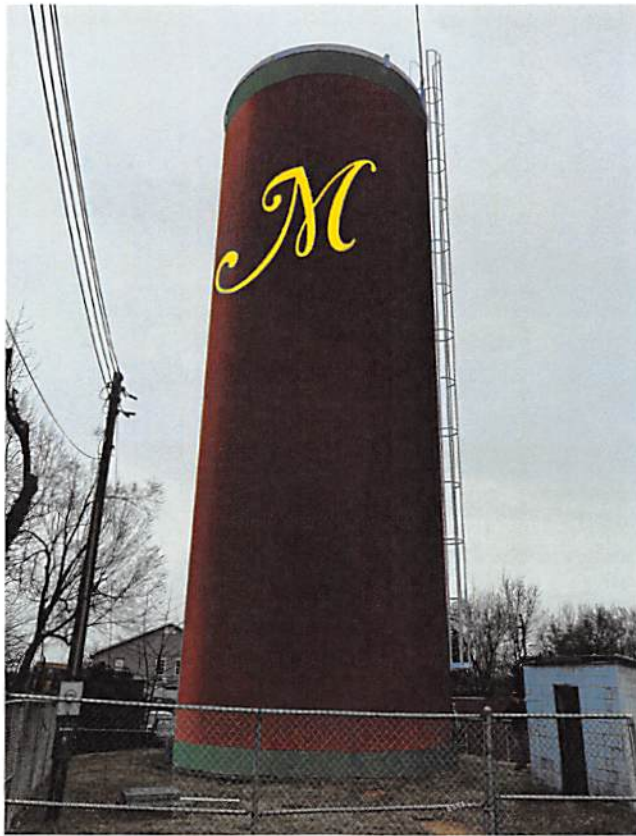
**THANK YOU FOR YOUR BUSINESS!**



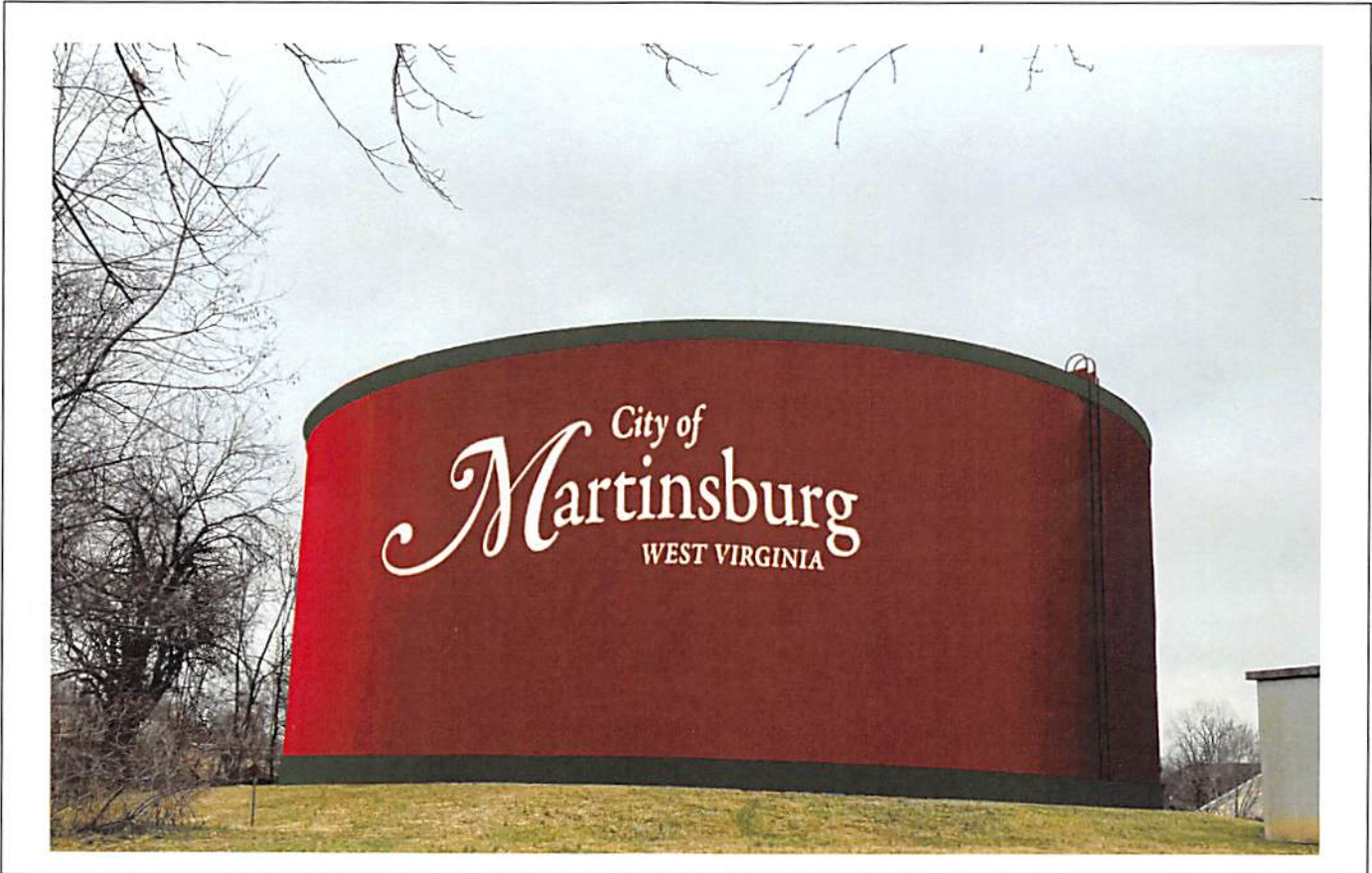


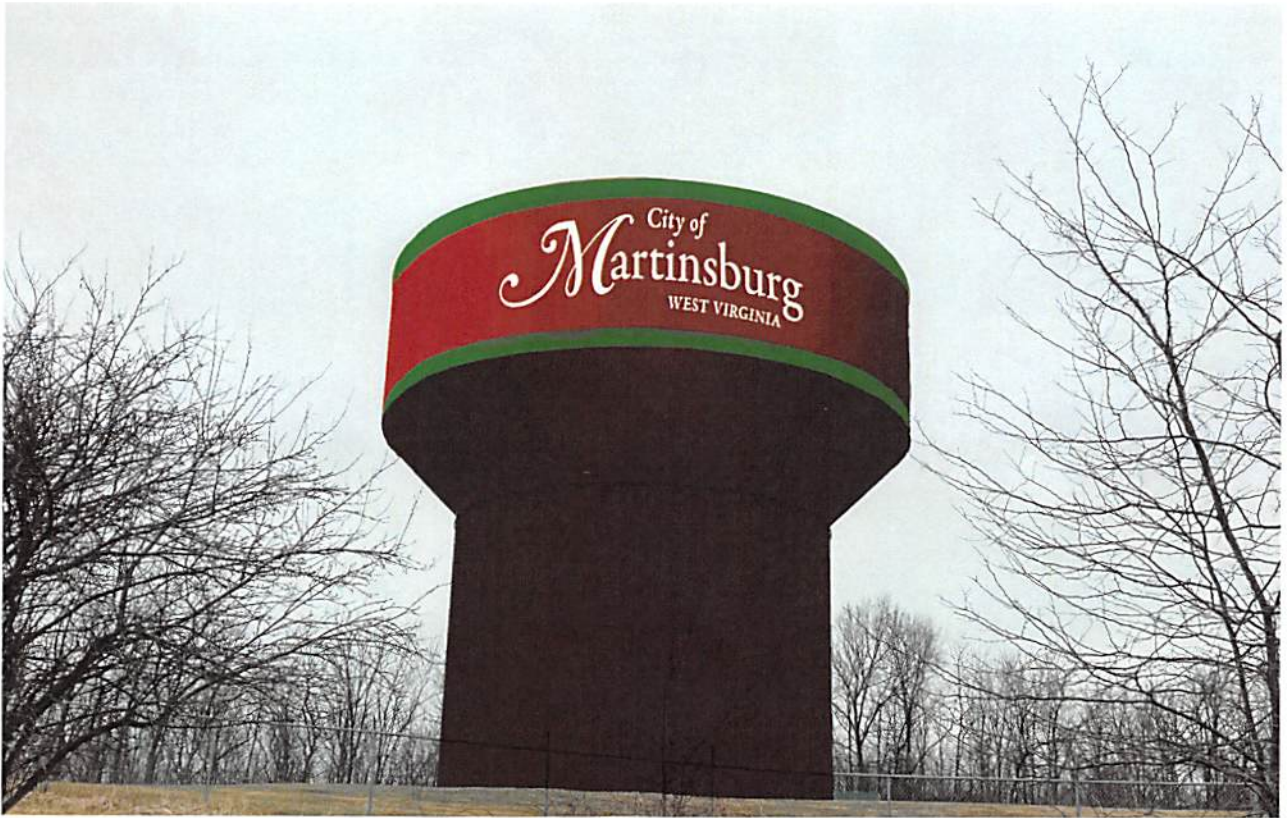






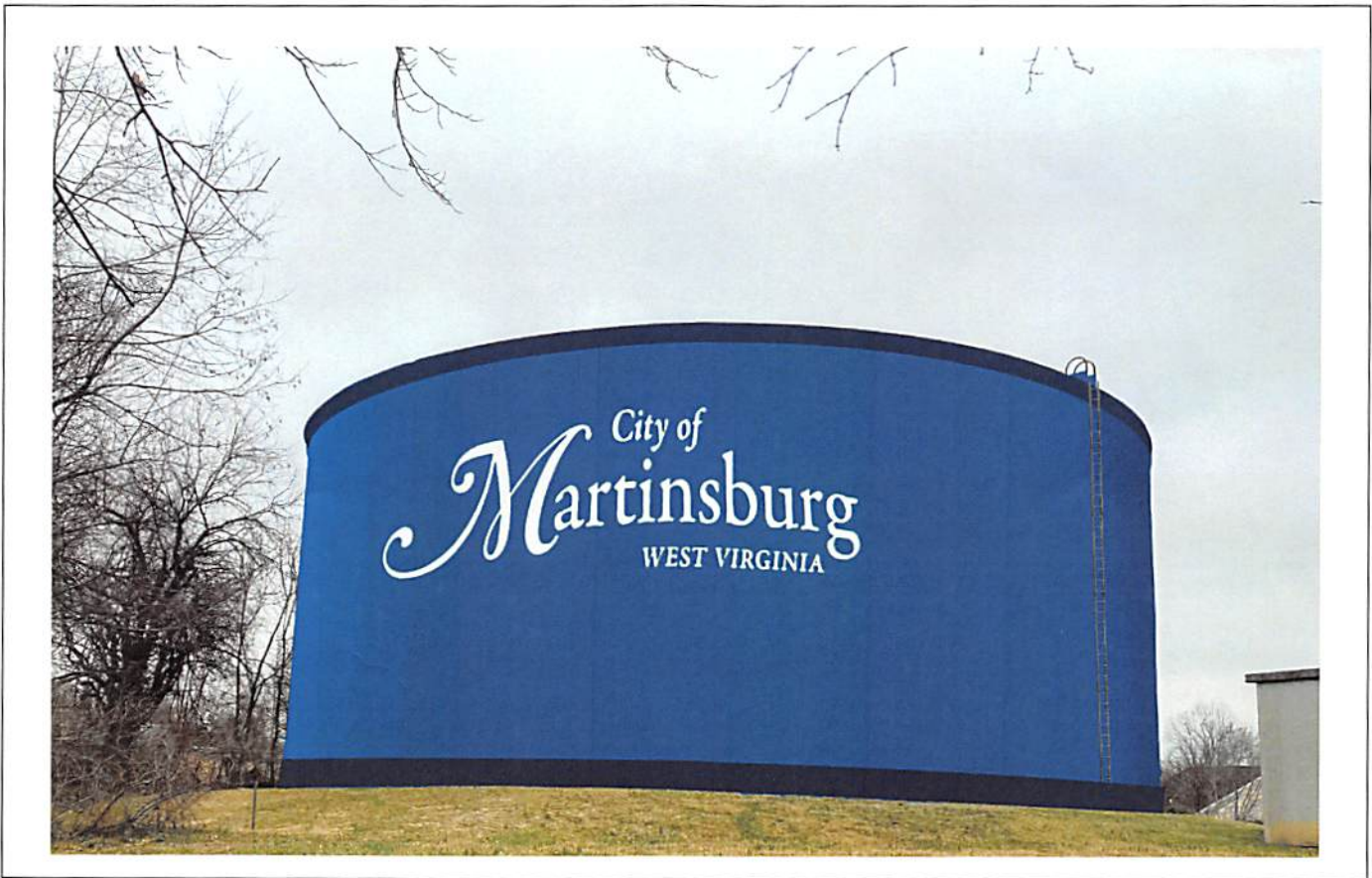
**CEC**







**CEC**









# City of Martinsburg WEST VIRGINIA

ABOUT US

RESIDENTS



## Welcome to Martinsburg

The hero space is a full width image that will adjust to the screen size. It will include this optional caption box, which can be edited.

\* New Website  
"Draft"



Jobs



Minutes &  
Agendas

Hide

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# City of Martinsburg WEST VIRGINIA

Date/Volume



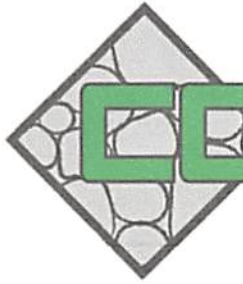
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**This is H2 Text**

**And this is H3 Text**

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disipim eee, blandit hendrerit lectus. Duis interdum orantium massa quis imperdiet

“EMAIL/Newsletter Template”  
Draft



LICENSED & INSURED

# CORNERSTONE

## LAWN SERVICES

# 304-707-0437

Andrew Blake  
232 N Queen St.  
Martinsburg , WV. 25401  
Quote Date: 4/15/2021  
S.R: Kelli Kramer

Dear Mr. Blake,

You recently requested pricing information from our company. Please see the estimate below.

Estimate Description	Rate	Qty.	Amount
Landscape Clean Up	2865.50	1	2865.50
		<b>Subtotal</b>	<b>\$2,865.50</b>

Thank you so much for allowing Cornerstone Lawn Services to provide an estimate for the services you requested. If you have any questions or concerns regarding this estimate please feel free to call our office at [304-707-0437](tel:304-707-0437) for more information or email us at [sales@cornerstonelawnservices.com](mailto:sales@cornerstonelawnservices.com)

Respectfully,

Cornerstone Lawn Services LLC  
[www.cornerstonelawnservices.com](http://www.cornerstonelawnservices.com)

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# **- Landscape Clean Up Agreement -**

**Customer: Mr. Andrew Blake**

## **Landscape Clean Up**

- **Bed Preparation** - A thorough clean-up of the flower beds and trees rings including removal of fallen branches, trash, dead foliage, leaves, weeds located in the landscaping etc.
- **Shrub Trimming** - All pruning of shrubs will be performed to retain or recover their natural shapes unless otherwise noted in this agreement. Shrubs around the entrance ways will be maintained as not to hinder pedestrian traffic. Trimming not too exceed removal of more than 20% of growth during a visit unless otherwise noted in this proposal.
- **Selective Tree Pruning** - Select trees will be pruned to retain their natural shape. Any trees around pedestrian walk ways will have no branches lower than 8 feet above the ground. Tree Pruning covers all trees less than 10ft tall. Any trees in excess height of 15ft will require arborist pruning.
- **Preen Installation** - Install Preen Weed control in the flowerbeds before mulching to help reduce weed growth
- **Mulching** - 2" of Black Triple Shredded Hardwood Mulch will be installed to all pre-existing flower beds and tree rings to provide a fresh finish upon project completion.
- **Round Up Application** - Spray the brick walkways for the weed growth in between the bricks.
- **All excess materials and debris will be removed from site upon project completion**
- **Proposal Includes: Labor, Materials & Dump Fees**

**\*\*Weeding Addendum** - We are not responsible for weeds that pop up after the project has been completed\*\*

**I hereby acknowledge that the work listed above is the ONLY work that is being completed at this time. Should this work order not include something you requested, we ask that you notify us prior to signing this agreement. Once signed, any additional work requested that is NOT listed on this work order will NOT be completed unless a "Change Order" form is filled out, and signed. Any additional costs will be added the the final balance due upon project completion.**

**NOTE:** Contractor requests permission to access all turf areas and landscapes with our equipment to best serve the project. Due to the size of this project some mechanical equipment may be required. All necessary precautions will be taken to ensure not to bother neighboring residents or to promote an unsafe work environment. It is requested that all residents and guests refrain from entering the work area until project is completed.

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