



City of South Charleston

Frank A. Mullens Jr.
Mayor

AGENDA

REGULAR COUNCIL MEETING

July 2, 2026

1. ROLL CALL
2. PRAYER
3. PLEDGE OF ALLEGIANCE TO OUR FLAG
4. MINUTES OF PREVIOUS MEETING: Regular Meeting: 06-18-2026
5. CITY'S MONTHLY FINANCIAL STATEMENT
6. PETITIONS, COMMUNICATIONS AND PUBLIC HEARINGS

a. THERE ARE NO PETITIONS, COMMUNICATIONS OR PUBLIC HEARINGS TO COME BEFORE COUNCIL AT THIS MEETING
b.
c.
d.
e.
f.
g.
h.
i.
j.
k.

7. CONSIDERATION OF BIDS
8. REPORT OF RECREATION COMMITTEE
9. REPORT OF FIRE CHIEF
10. REPORT OF POLICE CHIEF
11. REPORT OF SANITARY BOARD MANAGER/ENGINEER
12. REPORT OF CITY MANAGER
13. REPORT OF PUBLIC WORKS DIRECTOR
14. REPORT OF CITY ATTORNEY
15. REPORT OF CITY TREASURER
16. COMMITTEE REPORTS
17. MISCELLANEOUS BUSINESS
18. ADJOURNMENT

JOURNAL OF THE COUNCIL
CITY OF SOUTH CHARLESTON

The council met in its chambers in City Hall on June 18, 2026 at 7:30 p.m., DST for the second meeting and was called to order by Mayor Mullens.

Margie Spence, City Clerk, called the roll and the following members were present:

Tommy Spurlock
Bob Lilly
Laura Marker
Adam Strider

Kent Rymer
Kathleen Walker
Westley Smolder
Kent Rymer
Mayor Mullens

PRAYER

Given by Bob Lilly.

PLEDGE OF ALLEGIANCE

Led by Margie Spence, City Clerk.

ALSO IN ATTENDANCE

Hunter Moles, Director, Recreation
Virgil White, Chief, Fire Department
Brad Rinehart, Chief, Police Department
Steve DeBarr, City Engineer
Rick Atkinson, City Manager
Gerald Burgy, Building Inspector
Hannah Parsons, City Treasurer
Jake Arnold, Director, Public Works Department
Marey Casey, City Attorney

MINUTES OF PREVIOUS MEETING

It was moved by Mrs. Walker; seconded by Mr. DiFilippo to approve the minutes of the June 4, 2026 council meeting. This passed by a unanimous voice vote.

FINANCIAL REPORT

It was moved by Mr. DiFilippo; seconded by Mrs. Walker to approve the financial report. This passed by a unanimous voice vote.

PETITIONS, COMMUNICATIONS AND PUBLIC HEARINGS

AN ORDINANCE TO AMEND CITY CODE SECTIONS 167.24 AND 167.26 AND ADDRESS THE FINANCIAL HEALTH OF THE INSURANCE TRUST FUND (SECOND READING) (MAYOR)

It was moved by Mr. DiFilippo; seconded by Mr. Spurlock to adopt the ordinance. This passed by a unanimous voice vote.

AN ORDINANCE TO AMEND SECTION 167.40 OF THE CODE OF THE CITY OF SOUTH CHARLESTON REGARDING EMPLOYEE SCHEDULES (SECOND READING) (MAYOR)

It was moved by Mr. DiFilippo; seconded by Mr. Lilly to adopt the ordinance. This passed by a unanimous roll call vote. Corey Smith, union representative for the fire department, spoke to council members regarding fire department salaries.

AN ORDINANCE TO AMEND CITY CODE SECTION 163.06 TO CLARIFY POWERS OF THE SOUTH CHARLESTON DEVELOPMENT AUTHORITY (SECOND READING) (MAYOR)

It was moved by Mrs. Walker; seconded by Mr. Lilly to adopt the ordinance. This passed by a unanimous voice vote.

AN ORDINANCE TO AMEND CITY CODE SECTIONH 955.07 AND SIMPLIFY AND READUCE LATE FEES ON COMMERCIAL REFUSE ACCOUNTS (SECOND READING) (MAYOR)

It was moved by Mr. Smolder; seconded by Mr. Strider to adopt the ordinance. This passed by a unanimous voice vote.

AN ORDINANCE TO ENACT ARTICLE 1301 OF THE CITY CODE OF THE CITY OF SOUTH CHARLESTON AND TO ADOPT THE COMPREHENSIVE PLAN (SECOND READING) (MAYOR)

It was moved by Mrs. Walker; seconded by Mr. Spurlock to adopt the ordinance. This passed by a unanimous voice vote.

**RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENT WITH ALLIED
WASTE SYCAMORE LANDFILL, LLC FOR THE DISPOSAL OF MUNICIPAL SOLID
WASTE (MAYOR)**

It was moved by Mr. DiFilippo; seconded by Mr. Spurlock to approve the resolution. This passed by a unanimous voice vote.

BIDS

**PROPERTY, CASULTY AND LIABILITY INSURANCE PACKAGE – FISCAL YEAR
2027**

It was moved by Mr. DiFilippo; seconded by Mr. Smolder to award the bid to Assured Partners – WVCorp – West Virginia Municipal League Pool in the amount of \$511, 587.00. This passed by a unanimous roll call vote.

HEALTH INSURANCE – FISCAL YEAR 2027

It was moved by Mr. DiFilippo; seconded by Mr. Lilly to award the bid to Benefits Assistance Program – Health Insurance Renewal Rates in the amount of \$1,174,727.00. This passed by a unanimous roll call vote.

INSURANCE PACKAGE – FISCAL YEAR 2027

It was moved by Mr. DiFilippo; seconded by Mrs. Marker to award the bid to Centurion Insurance – Brickstreet/Encova – Worker’s Compensation in the amount of \$416,079.00. This passed by an 8-1 vote with Mrs. Walker recusing herself.

REPORT OF RECREATION DIRECTOR – No written report.

REPORT OF FIRE CHIEF – No written report.

REPORT OF POLICE CHIEF – No written report.

REPORT OF SANITARY BOARD MANAGER/ENGINEER – No written report.

REPORT OF CITY ATTORNEY – No written report. Mr. Moore stated the comprehensive plan would be filed with the Kanawha County Commission.

REPORT OF CITY TREASURER – No written report.

REPORT OF CITY MANAGER – No written report.

REPORT OF PUBLIC WORKS DIRECTOR – No written report.

COMMITTEE REPORTS

None.

MISCELLANEOUS BUSINESS

None.

ADJORNMENT

It was moved by Mrs. Walker; seconded by Mr. Spurlock to adjourn the meeting. The meeting was adjourned at 8:00 pm.

APPROVAL

Approved this ____ day of ____, 2026.

Frank A. Mullens, Jr., Mayor

ATTEST:

Margie Spence, City Clerk

FINANCE COMMITTEE

July 2, 2026

The South Charleston Finance Committee will meet at **7:15 P.M.** We will meet in the Finance Room at South Charleston City Hall.

APPROVAL OF MINUTES:

- Approval of minutes for regular meeting June 18, 2026

OLD BUSINESS:

NEW BUSINESS:

- Bids for Street Paving- Street Department- Rick Atkinson

BUDGET PERFORMANCE:

MISCELLANEOUS:

EXCUTIVE SESSION:

ADJOURNMENT:

Motion to Accept Bids– Street Paving Bids
Street Department
7-2-26

The Finance Committee of the South Charleston City Council has met and considered the following bid, which bid was obtained in accordance with the City Charter and Code of the City of South Charleston and after careful consideration it is the recommendation of the Finance Committee to award the following contract:

Mr. Asphalt – Mill and Pave 60,144 sq. ft - Massey Circle \$89,326.00

All items are within the budgeted amounts in the FY 2027 budget for these purchases and will be paid from General Funds budgeted in the Street Department line items.

Mr. Asphalt - \$89,326.00

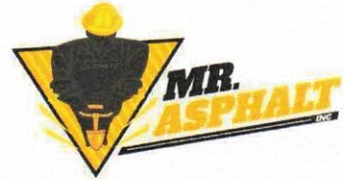
Asphalt Contractors - \$113,765.00

Paving Solutions - \$132,490.92

Contractors Proposal

MR ASPHALT INC

153 Brick Lane
Cross Lanes, WV 25313
(304) 988-3789
(304) 395-3835
mrasphaltboggess@aol.com



Estimate #: 1233

Estimate Date: 5/4/2026

Job: City of South Charleston

Location: Massey Circle

Email: jarnold@cityofsouthcharleston.com

Attention: Jacob

Phone: (304) 590-0674

Service Details: Massey Circle

1. Mill Existing asphalt 1.5" depth
2. Pave 1.5" asphalt wearing.
3. Total sq. ft. 60,144.

LUMPSUM:

\$89,326.00

All material is guaranteed to be as specified, & the above work to be performed in accordance with the specifications submitted for the above work and completed in a substantial workmanlike manner.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

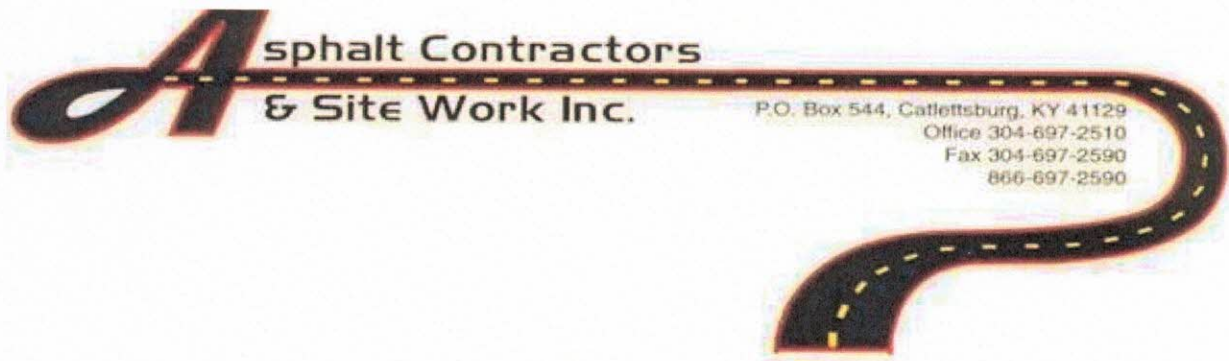
Note- this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____



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Contact: Jake Arnold – Public works Director
Location: Massey Circle South Charleston
Phone: 304-590-0674
E Mail: jarnold@cityofsouthcharleston.com

6/1/2025

Scope of Work: Surface mill and pave

1. Mill out 6804 square yards of existing asphalt at a depth of 1.5 inches
2. Clear area of all loose debris and vegetation
3. Apply a sprayed layer of tack coat for bonding purposes
4. Install 6804 square yards of Wearing grade asphalt at a depth of 1.5 inches compacted

Price: \$ 113,765.00

Notes and Exceptions:

Sales and B&O taxes are not included in this Price (if applicable)
Customer responsible for all permits, city fees, and testing (if applicable)
Any work beyond this scope will be at a negotiated price

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Accepted By: _____ Date: _____

(Authorized Signature)

Dale McKinley: _____ Date: _____

Asphalt Contractors and Site Work, Inc.

Paving Solutions LLC

1604 Virginia Ave W
Huntington, WV 25704
304-521-2379
crollyson@oleyandjames.com



855-77PAVING

Prepared For:
City of South Charleston
1103 Jefferson Rd
Charleston, WV 25309
304-610-3547

Attention:
Jacob Arnold

Project Address:
Massey Circle
Massey Circle Massey Cir
South Charleston, WV 25303

Thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

ASPHALT MILL & PAVE MASSEY CIRCLE

\$132,490.92

Mill area down 1.5" and remove spoils and take to designated spot indicated by City
Pave with 1.5" wearing asphalt and roll for compaction.
Mill tie ins as needed.
Work to begin from top of hill completely around circle.
Total area approximately 57,000 sq feet

PREPARED BY: Todd Hutchinson

PROPOSAL TOTAL: \$132,490.92

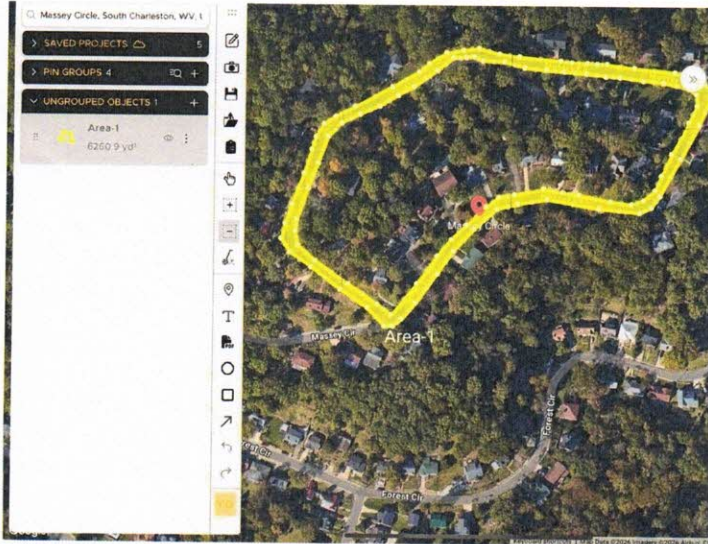
Paving Solutions LLC proposes to furnish material and labor to perform the work outlined herein for the sum of **\$132,490.92**

Client Signature: _____ Today's date: _____

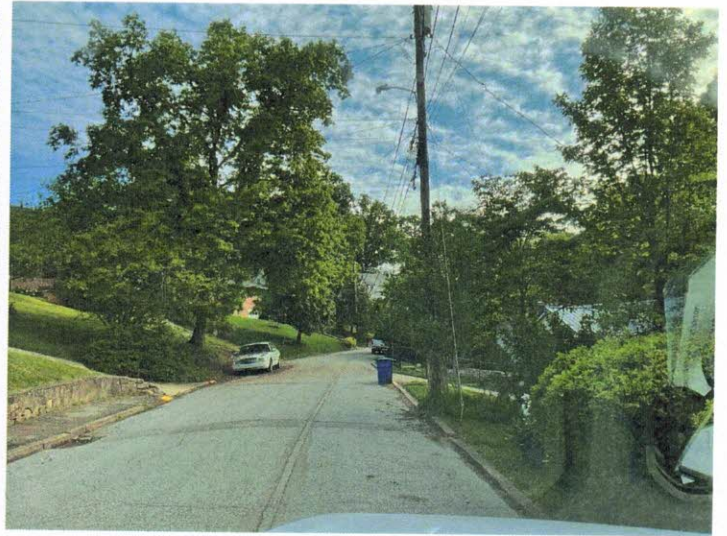
• These Terms and Conditions are by and between Paving Solutions LLC (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").

- 50% of bid due at signing. 50% Due at completion of work.

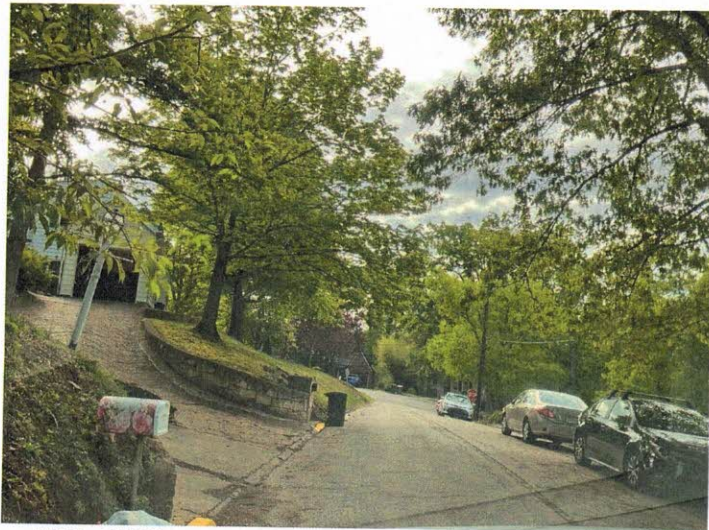
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less.
- If contract is cancelled prior to the start or work all deposits will be refunded to the Purchaser. If the contract is cancelled after the start of work the Contractor will retain a percentage of down payment to offset the expenses incurred by Contractor
- All proposals are based on the existence of a workable sub-base layer of at least four (4) inches. It shall not be the Contractors responsibility to check the sub-base unless it is specified and paid for in the contract. The contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices upon completion of work. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable
- The pricing contained herein is based on the agreement of work and down payment received within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. The contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although the contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the worksite is the responsibility of the Purchaser. The contractor is not responsible for crackfill that adheres to tires. The contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and or area being sealed or treated.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, the Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. The contractor is not responsible for tire marks on asphalt and or concrete. The contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. The contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted, or wet sub-base materials. The contractor is not responsible for damage to surrounding concrete due to the vibration of jackhammers and equipment.
- To the extent that the work is dependent upon the work of other contractors or subcontractors, the Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to the Contractor previously. Any damage caused to private lines during construction is the sole responsibility of the Purchaser unless previously marked by an independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for the construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers, and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses, and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs, and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers' failure to inspect the job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full.



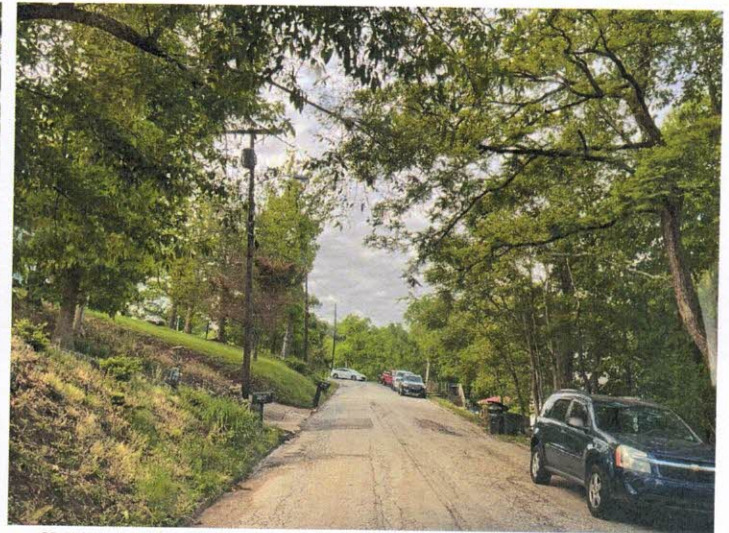
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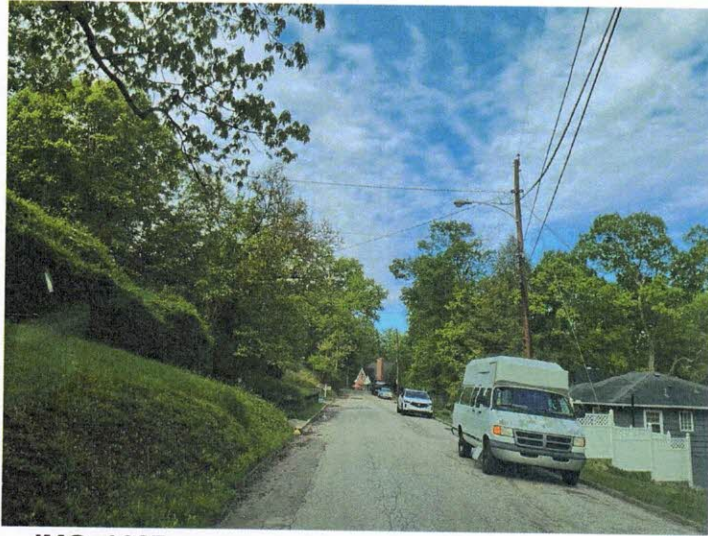
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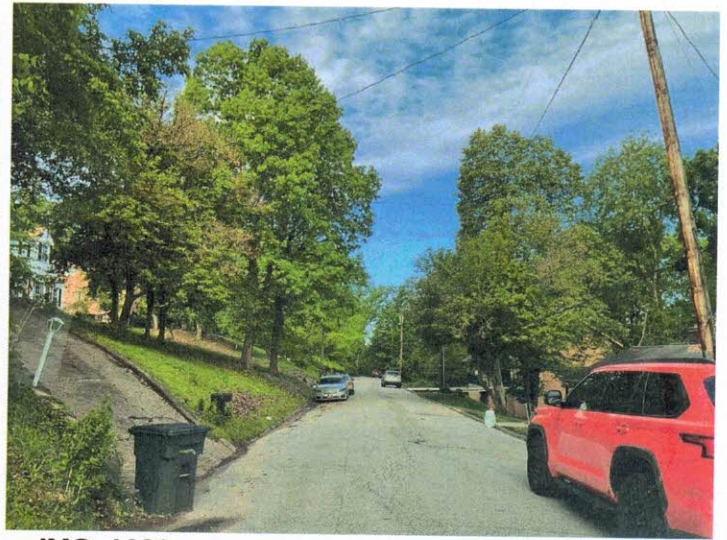
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