CITY OF CHARLESTON
West Virginia

Council Member – 12th WARD

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Finance Committee, Chair
Parking Committee, Chair
Public Safety Committee

AGENDA
FINANCE COMMITTEE MEETING
UNTIL FURTER NOTICE, MEETINGS WILL BE MADE AVAILABLE TO THE PUBLIC VIA ZOOM AND CIVICCLERK
Monday, April 6, 2020
6:15 PM

***Join via internet: https://zoom.us/j/854361239**
Or Telephone: (929) 436-2866 or (312) 626-6799
Webinar ID: 854 361 239

***Join via CivicClerk: https://charlestonwv.civicclerk.com**

I. DISCUSSION:

a. Approval of Previous Minutes 3-16-2020.

II. RESOLUTIONS:

a. Resolution No. 311-20 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security under the Emergency Management Performance Grant program.

b. Resolution No. 312-20 - Authorizing the Mayor or City Manager to submit an application to the Department of Homeland Security/FEMA – Port Security Grant Program.

c. Resolution No. 314-20 - Budget Amendment No. 8.

d. Resolution No. 317-20 - Authorizing the Mayor or City Manager to purchase two (2) Street Sweepers.

e. Resolution No. 318-20 - Authorizing the Chief of Police and the Charleston Police Department to enter into a Memorandum of Understanding with the United States Department of Justice, Drug Enforcement Administration concerning the use and abuse of controlled substances.

f. Resolution No. 320-20 – Authorizing the Mayor or City Manager to purchase a 2020 Ford Explorer K8B for the Charleston Police Department.

g. Resolution No. 321-20 – Authorizing the Mayor or City Manager to enroll in the State Auditor's Local Government Purchasing Card Program.

h. Resolution No. 322-20 – Authorizing the Mayor or City Manager to purchase a Toolcat 5600 with 62" bucket road cab package for the Public Grounds Department.

i. Resolution No. 323-20 – Authorizing the Mayor or City Manager to purchase a new Kubota L47TLB-B for the Spring Hill Cemetery.

j. Resolution No. 324-20 – Authorizing the Mayor or City Manager to purchase a CASE 580 Super N Tractor Loader Backhoe for the Street Department.

MINUTES
FINANCE COMMITTEE MEETING
5:45 P.M., MARCH 16, 2020
A/V CONFERENCE ROOM*

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 5:45 p.m., March 16, 2020, in the Audio/Visual Room in City Hall*.

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

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Brent Burton
Mary Beth Hoover
Will Laird
Shannon Snodgrass
Keeley Steele

*In response to the COVID-19 pandemic, the meeting of the Finance Committee was conducted electronically. The Chair, Councilmember Jenkins, was physically present, while the remaining members attended via conference call. The meeting was made available to the public as a live stream via CivicClerk (per the agenda).

I. DISCUSSION:

a. Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the March 2, 2020 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

b. Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the March 9, 2020 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 308-20 - Approving the Official Municipal Budget Document for the Fiscal Year 2020-2021, as proposed and revised, inclusive of the Municipal Levy Rates Estimate for Current Expenses and Excess Levy purposes.

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

That the Official Municipal Budget Document for the Fiscal Year 2020-2021, as proposed and revised, inclusive of the Municipal Levy Rates Estimate, is hereby approved.

Councilmember Jenkins added that the Committee had received a brief presentation of the budget from the Administration on March 2, 2020, highlighting some of the major changes as well as other initiatives. The Committee had a more detailed discussion during their meeting on March 9, 2020.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 308-20 approved.

b. Resolution No. 304-20 - Authorizing the Mayor or City Manager to purchase 10 portable, high durability interlocking colored sports flooring from AIP, at a total price of $238,500, to be used by the Charleston Coliseum and Convention Center. The purchase price was determined through a competitive bidding process.

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

The Mayor or City Manager is authorized to purchase 10 portable, high durability interlocking colored sports flooring from AIP, at a total price of $238,500, to be used by the Charleston Coliseum and Convention Center. The purchase price was determined through a competitive bidding process.

Storage added that two bids were received. The low bidder submitted a bid product that did not meet the City's required specifications. Accordingly, the City Manager received a request from the staff of the Charleston Coliseum and Convention Center and the Purchasing Director to reject the lowest bidder and accept the bid from AIP. The specifications require that the flooring be delivered on or before April 27, 2020. Based on the detailed requirements of the specifications, the Administration recommends the purchase be awarded to AIP. Funds for the purchase were previously approved by Council as part of an appropriation of funds from the water crisis settlement to support sports tourism in the City.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 304-20 approved.

Portable Interlocking Competition Sports Flooring for the Charleston Coliseum
Project No. 2020-009
Bid Opening: March 12, 2020 @ 10:30am

	Mateflex	**AIP**	
	2007 Reechgrove Place	466 Airport Industrial Park Road	
	Utica, NY 13501	Parkersburg, WV 26104	
	P: (315) 733-1412	P: (304) 375-6089	
	kwheelock@mateflex.com	trent@aipinc.biz	
Project Total	$199,960.00	$238,500.00	
Local Vendor Preference ($5,000)	N/A	N/A	
Project Completion	April 27, 2020	April 27, 2020	
Successful Bidder		✓	

c. <u>Resolution No. 310-20</u> - Authorizing the Mayor or City Manager to submit an application to the WV Division of Administrative Services under the Victims of Crime Act (VOCA) grant program for the Charleston Police Crime Victims Specialist in the amount of $39,850 and administer any funds awarded. These funds will partially reimburse the City for Kimberly Eagle's salary, provide travel/training and bus vouchers for crime victims.

<u>Be it Resolved by the Council of the City of Charleston, West Virginia:</u>

That the Mayor or City Manager is authorized to submit an application to the WV Division of Administrative Services under the Victims of Crime Act (VOCA) grant program for the Charleston Police Crime Victims Specialist in the amount of $39,850 and administer any funds awarded. These funds will partially reimburse the City for Kimberly Eagle's salary, provide travel/training and bus vouchers for crime victims.

Storage added that each year the City receives federal funding for supporting the compassionate service of guidance to victims of crime, with a special emphasis placed on victims of domestic violence, child abuse and sexual assault. The federal Victims of Crime Act establishes a victim assistance grant program; federal funds are collected entirely through fines, penalties and forfeited bail bonds collected through the federal government and passed down to applicable state agencies for disbursement. These grant funds will offset salary, travel and training costs associated with keeping hired a full-time Victim Specialist in the CPD.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution No. 310-20 approved.

d. Resolution No. 313-20 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of $110,000 and administer any funds awarded. These funds will provide travel/training and equipment for the Charleston Fire Department's Regional Response Team.

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

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of $110,000 and administer any funds awarded. These funds will provide travel/training and equipment for the Charleston Fire Department's Regional Response Team.

Mark Strickland, Homeland Security and Emergency Management Director, added that the CFD participates in the West Virginia Regional Response Team by providing technical rescue services to the southern half of the state. The Urban Search and Rescue Team responds to collapsed building incidents, as well as trench rescue and high angle rescue, etc. Grant money will provide hazmat monitors, pulley systems, etc. that is needed by the team.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution No. 313-20 approved.

e. Resolution No. 315-20 - Authorizing the Charleston Coliseum & Convention Center / Municipal Auditorium Board to enter into a contract with Oak View Group, D.B.A. OVG Facilities, for the provision of both on-site and off-site booking and marketing professional services, as detailed in the attached exhibit materials. Any proposed contract must first be reviewed for legal sufficiency by the City Attorney or his/her designee.

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

The Charleston Coliseum & Convention Center / Municipal Auditorium Board is authorized to enter into a contract with Oak View Group, D.B.A. OVG Facilities, for the provision of both on-site and off-site booking and marketing professional services, as proposed in the attached exhibit materials, subject to legal review by the City Attorney or his/her designee.

Storage introduced Carrie Fenwick, Chair of the Coliseum and Convention Center/Municipal Auditorium Board, and Andy Richardson, Vice Chair. Fenwick added that, in the midst of attempting to find a new manager for the Convention Center, the Board began looking at the practices of similar facilities. Once the bids for a marketing firm were narrowed down, the two final candidates were invitied to present to the Board. Following the presentations, the Personnel Committee met and asked the finalists to submit written financial proposals. After much discussion, the Committee recommended to the full Board that OVG be retained as the booking and marketing firm for the Convention Center; it was unanimously approved by the Board. Per the snapshot made available to the Committee, OVG is prepared to assume 100% of the risk of booking. Five of their employees will be in the Convention Center. A benchmark will be established that includes all of the business the Convention Center typically books on a recurring basis. OVG does not get paid until after sales exceed that threshold amount, after which they will receive the first $500,000. The Convention Center will receive 50% of the next $5000,000, etc. She added that the Board is excited about this opportunity. Richardson added that this is a transformative opportunity that will lead the Convention Center into being a "profit center."

Councilmember Snodgrass asked what were the negatives, questions or concerns the group had as to whether or not to hire an outside firm. Fenwick said she didn't think there was a downside. She added that there has been a consolidation in the industry that essentially requires an outside entity with connections. OVG is affiliated with Live Nation, an international force which controls 85% of all live music and entertainment events in the country. It is essential that the Convention Center affiliate itself with an entity that has those connections. Councilmember Snodgrass summarized that the firm already has the partnerships and connections that can help direct some of the acts and events that otherwise would have been missed. Richardson added that they also have West Virginia connections. Additionally, having a booking firm like this is now the norm in the industry. Councilmember Snodgrass asked if the firm had other clients in the tri-state area. A representative from OVG replied that they have been affiliated with Rupp Arena for the last two years, which has been their most profitable years in history. He added that they have a lot of roots in Charleston, and believed they could make a great difference.

Councilmember Jenkins said that he is optimistic after meeting with Fenwick. This could greatly increase what comes to Charleston in regard to the Convention Center.

Mayor Goodwin added that the national connections and outreach of the firm is going to help tremendously. This is a company that has an amazing track record doing just this. She is confident the City will see substantial and immediate changes.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution No. 315-20 approved.

f. Resolution No. 309-20 - Authorizing the Mayor or City Manager to enter into a contract with GAI Consultants, Inc. for the amount of $17,980.00 for the completion of the 5 Corners Architecture and Historic Intensive Survey and the nomination of the 5 Corners Historic District to the National Register of Historic Places. The area to be surveyed and nominated encompasses approximately sixty buildings within a 17-acre area of Virginia Street from Maryland Avenue to Elm Street, and Central Avenue from Delaware Avenue to Elm Street. The consultant must be able to complete the project by September 1, 2020.

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

The Mayor or City Manager is authorized to enter into a contract with GAI Consultants, Inc. for the amount of $17,980.00 for the completion of the 5 Corners Architecture and Historic Intensive Survey and the nomination of the 5 Corners Historic District to the National Register of Historic Places.

Storage added that on behalf of the Charleston Historic Landmarks Commission, and with the Planning Department's assistance, the City Manager's Office received bids from two consulting firms to perform the mentioned architectural historical survey of the 5 Corners area of the West Side. The consultants were scored based on criteria established by the Planning Department in consultation with the Historic Landmarks Commission. GAI Consultants, Inc. received the highest overall score and had the lowest price.

Planning Director, Dan Vriendt, added that this is going to be a survey for about 60 buildings in the 5 Corners area on 17 acres. The consultant will do an intensive historic resource survey, and will do a nation register historic district nomination. For the survey, they will complete an Historic Property Inventory form on every structure, which will include documentation on the condition of the structure, the alterations made to date and a determination as to whether it is a contributing or non-contributing structure. Based on these findings, the consultant will make a recommendation for a district boundary and a listing on the National Register. For the nomination, they will write a report and map for the justification of the nomination. This will also include a presentation to the West Virginia State Archives and History Commission and a submission to the National Parks Service to the US Department of the Interior. The target completion date is September of 2020.

Councilmember Snodgrass asked who came up with the list of buildings to be surveyed. Vriendt replied that the Planning Department worked with SHIPO, and picked what they thought was a commercial historic fabric of the area. He added it is also beside the historic Luna Park district, so the boundaries were pretty easy to determine. GIA's research will dictate what the final boundary is.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution No. 309-20 approved.

Five Corners Survey
Project No. 2020-001
Bid Opening: February 13, 2020 @ 10:30am

	GAI Consultants, Inc	Aurora Research Associates LLC	
	500 Lee Street East Suite 700	1436 Graham Road	
	Charleston WV, 25301	Silver Lake, OH 44224	
	P: (304) 926-8100	P: (304) 685-7410	
	b.resnick@gaiconsultants.com	courtney@aurora-llc.com	
Project Cost	$17,980.00	$21,628.00	
Local Vendor Preference (4%)	N/A	N/A	
Cost Estimate (0-30 points)	30	23	
Proven ability to successfully meet all project milestones and complete project by contract deadline (0-40 points)	39	35	
Experience in conducting architectural/history surveys (0-10 points)	9	9	
Experience with Natinal Register nominations (0-10 points)	9	9	
References from projects completed in the last two years (0-10 points)	9	9	
Total Points (Maximum 100)	96	85	
Project Completion	157 days	180 days	
Successful Bidder	✓		

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.

Resolution No. 311-20

Introduced in Council

April 6, 2020

Passed by Council

Introduced by
Joseph Jenkins

Referred from
Finance Committee

Resolution No. 311-20 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security under the Emergency Management Performance Grant (EMPG) program in the amount of $87,144 for the Office of Emergency Management and administer any funds awarded. These funds will provide 50% reimbursement to the City for salaries and operating expenses of the Office of Emergency Management including equipment, supplies, cell phone, Metro Communications office rent and copier.

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

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security under the Emergency Management Performance Grant (EMPG) program in the amount of $87,144 for the Office of Emergency Management, and administer any funds awarded. These funds will provide 50% reimbursement to the City for salaries and operating expenses of the Office of Emergency Management including equipment, supplies, cell phone, Metro Communications office rent and copier.

Resolution No. 312-20

Introduced in Council

March 16, 2020

Passed by Council

Introduced by
Joseph Jenkins

Referred from
Finance Committee

Resolution No. 312-20 - Authorizing the Mayor or City Manager to submit an application to the Department of Homeland Security/FEMA – Port Security Grant Program in the amount of $424,000 to provide funds for the purchase of a boat for the Charleston Fire Department and administer any funds awarded. The City is required to provide a 25% match to supplement the grants funds comprised of training hours, yearly maintenance, fuel and storage fees.

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

That the Mayor or City Manager is authorized to submit an application to the Department of Homeland Security/FEMA – Port Security Grant Program in the amount of $424,000 to provide funds for the purchase of a boat for the Charleston Fire Department and administer any funds awarded. The City is required to provide a 25% match to supplement the grants funds comprised of training hours, yearly maintenance, fuel and storage fees.

Resolution No. 314-20

Introduced in Council: Adopted by Council:

March 16, 2020 ______________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 314-20 – Authorizing approval of Amendment No. 8 in the FY 2019-2020 General Fund Budget as indicated on the attached list of accounts.

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

That Amendment No. 8 in the FY 2019-2020 General Fund Budget as indicated on the attached list of accounts is approved.

General Fund FY 2019-2020 Budget Amendment No. 8 - April 6, 2020

Account No.	Department	Account Description	Amount
001 369 11 0000	Revenue	Transfer from MBC	(1,215,000)
001 427 00 000 5 566	Debt Service	Contributions to Other Funds	1,215,000

To recognize balance on deposit with the Municipal Bond Commission and to redeem the outstanding maturities on the 2009 Public Safety and 2010A Arts & Sciences Bonds.

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

Resolution No. 317-20

Introduced in Council: Adopted by Council:

April 6, 2020

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 317-20 – Authorizing the Mayor or City Manager to purchase two (2) Street Sweepers from West Virginia Tractor Company for $234,000 each pursuant to a competitive bidding process. The vehicles will be used by the Street Department.

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

The Mayor or City Manager is authorized to purchase to purchase two (2) Street Sweepers from West Virginia Tractor Company for $234,000 each pursuant to a competitive bidding process. The vehicles will be used by the Street Department.

Purchase of Two (2) Street Sweepers
Project No. 2020-008
Bid Opening: March 26, 2020 @ 10:30 a.m.

	West Virginia Tractor Company
	P.O. Box 473
	Charleston, WV 25322
	P: (304) 346-5301
	wvtractor@msn.com
Project Total	$468,000.00
Local Vendor Preference ($5,000)	$463,000.00
Project Completion	120 days
Successful Bidder	✓

Resolution No. 318-20

Introduced in Council: Adopted by Council:

April 6, 2020 _____________

Introduced by: Referred to:

Joseph Jenkins

Finance Committee

Resolution No. 318-20 - Authorizing the Chief of Police and the Charleston Police Department to enter into a Memorandum of Understanding with the United States Department of Justice, Drug Enforcement Administration (DEA) concerning the use and abuse of controlled substances, and setting forth the responsibilities of the West Virginia High Intensity Drug Trafficking Area Task Force Group (Charleston), concerning the use and abuse of controlled substances.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

That the City Council authorizes the Chief of Police and the Charleston Police Department to enter into a Memorandum of Understanding with the United States Department of Justice, Drug Enforcement Administration (DEA) concerning the use and abuse of controlled substances, and setting forth the responsibilities of the West Virginia High Intensity Drug Trafficking Area Task Force Group (Charleston), concerning the use and abuse of controlled substances.

WEST VIRGINIA DEA HIDTA
GROUP 901
CHARLESTON, WV
PROGRAM FUNDED STATE AND LOCAL
TASK FORCE

CHARLESTON, WV POLICE DEPARTMENT

This agreement is made this 9, March, 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Charleston, WV Police Department (hereinafter "CPD"). The DEA is authorized to enter into the cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the fifteen (15) designated counties and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of West Virginia, the parties hereto agree to the following:

1. The West Virginia HIDTA Task Force Group (Charleston) will perform the activities and duties described below:

   A. disrupt the illicit drug traffic in the twenty (20) county area by immobilizing targeted violators and trafficking organizations.

   B. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

   C. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order the task force's activities will result in effective prosecution before the courts of the United States and the State of West Virginia.

2. To accomplish the objectives of the West Virginia DEA HIDTA Task Force Group (Charleston), the CPD agrees to detail one (1) experienced officer to the West Virginia DEA HIDTA Task Force for a period of not less than two years. During this period of assignment, the CPD officers will be under the direct supervision and control of DEA Supervisory personnel assigned to the task force.

3. The CPD officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The CPD officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the West Virginia DEA HIDTA Task Force Group (Charleston), DEA will assign two (2) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and CPD officers assigned to the task force. This support will include: office space, office supplies; travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items. Task Force Officers must record their work hours via DEA's WEBTA System.

6. During the period of assignment to the West Virginia DEA HIDTA Task Force Group (Charleston), the CPD will remain responsible for establishing the salaries and benefits, including overtime, of the CPD officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the CPD for overtime payments made by it to the CPD officers assigned to the West Virginia DEA HIDTA Task Force Group (Charleston) for overtime, up to a sum of $18,649.00 per officer. **Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the CPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The CPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The CPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The CPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination oft his agreement, whichever is later.

10. The CPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all

requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 29 C.F.R. Part 42, Subparts C,F,G,H and I.

11. The CPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The CPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the CPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. While on duty and acting on task force business, the CPD officers assigned to the HIDTA task force shall be subject to all DEA and Federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

14. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2020. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by CPD during the term of this agreement.

For the Drug Enforcement Administration:

______________________________ Date: ____________

Brett R. Pritts
Acting Special Agent in Charge
Louisville Division Office

For the Charleston Police Department

______________________________ Date: ____________

James "Tyke" Hunt, Chief of Police
ORI# WV0200200

Resolution No. 320-20

Introduced in Council: Adopted by Council:

April 6, 2020 ____________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 320-20 – Authorizing the Mayor or City Manager to purchase a 2020 Ford Explorer K8B from Thornhill Group, Inc., in the amount of $28,321, pursuant to a competitively-sourced statewide contract through the West Virginia Purchasing Division. The vehicle will replace the current vehicle assigned to the Chief of Police, and the cost of the purchase will be expensed to the Police Department's Unclaimed Property Account.

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

The Mayor or City Manager is authorized to purchase a 2020 Ford Explorer K8B from Thornhill Group, Inc., in the amount of $28,321, pursuant to a competitively-sourced statewide contract through the West Virginia Purchasing Division. The vehicle will replace the current vehicle assigned to the Chief of Police, and the cost of the purchase will be expensed to the Police Department's Unclaimed Property Account.

Class 7 - Automobile
Mid Size Utility

Vendor Name:	Thornhill Group Inc. (Thornhill Ford)	**Vendor Contact:**	Charles Ellis, Fleet Mgr
Manufacturer/Brand:	Ford	**Phone No.:**	304-855-8300
Model Name & Number:	Explorer K8B	**Email:**	ceellis@mail.com

Vehicle Requirements:

Classification:	Mid Size Utility
Drive:	4 Wheel/All Wheel
Passenger seating:	5 minimum (including driver)
Doors:	4, minimum
Wheelbase:	109 in., minimum
GVWR:	6100 lbs. min, 7300 lbs. max.
Engine:	6 cylinder minimum

Additional Requirements:

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**
FT	Blue Metallic
JS	Iconic Silver
J7	Magnetic Gray
UM	Agate Black

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel	15	11	$28,321.00	$48,321.00
Diesel				
CNG/Bifuel				
Hybrid				

*Options:

FOB Dealership: (Deduct) $ ____________

FOB Other than Metro Charleston - Per Mile $ ____________

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

Resolution No. 321-20

Introduced in Council: Adopted by Council:

April 6, 2020 ____________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 321-20 – Authorizing the Mayor or City Manager to enroll in the State Auditor’s Local Government Purchasing Card Program pursuant to the terms of the attached Local Government Purchasing Card Participation Agreement.

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

The Mayor or City Manager is authorized to enroll in the State Auditor’s Local Government Purchasing Card Program pursuant to the terms of the attached Local Government Purchasing Card Participation Agreement.

WEST VIRGINIA LOCAL GOVERNMENT
PURCHASING CARDHOLDER AGREEMENT

This agreement outlines the responsibilities I have as a holder of the West Virginia Local Government Purchasing Card. My signature indicates I have read and understand these responsibilities and that I agree to adhere to West Virginia Code §6-9-2c and rules promulgated thereunder, to the Local Government Purchasing Card Policies and Procedures, and any applicable purchasing guidelines.

1. I understand that the Purchasing Card is solely for official business of the Local Government Entity, intended to facilitate the payment of goods and services, for conducting official business within applicable activity limits and is not for my personal use.

2. I understand that the use of the Purchasing Card for payments not authorized within the Local Government Policies & Procedures will be considered misuse of the Purchasing Card and will be grounds for (a) immediate forfeiture of the Purchasing Card (b) disciplinary action which may include termination of my employment and (c) conviction of a felony. I understand that I am personally liable for any payments not authorized by the spending unit and permitted within the Local Government Policies & Procedures.

3. I understand that all charges will be billed directly to and paid directly by the Local Government Entity and that the issuing bank cannot accept payments from me personally.

4. I understand that the Purchasing Card is issued in my name and I am responsible for maintaining the security of the card and for all charges made by or authorized by me against it. I understand and agree that I will not give the card bearing my name to any other person to use either on my behalf or someone else's.

5. I will keep my card safe at all times with appropriate security from the time I receive the card until such time as my card is surrendered to my Local Government Program Coordinator. If my Purchasing Card is lost or stolen, I agree to immediately notify the issuing bank and my Local Government Program Coordinator.

6. I agree to follow the West Virginia State Law, purchasing guidelines of my Local Government Entity and established Policies & Procedures.

7. I understand that the Purchasing Card must be surrendered upon request and/or upon my termination of employment from the Local Government Entity.

8. I understand that I must receive training on card usage and policies and procedures prior to using the Local Government Purchasing Card.

9. I understand and agree that the Local Government Purchasing Card is not to be used for cash, cash credits, or cash advances.

10. I understand that my Program Coordinator will activate my card on my behalf.

11. I understand that it is necessary to provide the issuing bank with certain personal information that will be used only to verify my identity and for security reasons.

12. I understand that it is a violation of policy to manipulate the ordering, billing, or payment process in order to circumvent established cardholder limits.

13. I understand it is my responsibility to save all receipts for transactions posting to my Local Government Purchasing Card and that the issuing bank or the WV State Auditor's Office does NOT have copies of those receipts.

14. I understand and agree that I will immediately notify my Program Coordinator and/or the issuing bank of any disputed items appearing on my monthly bill. I further understand that telephoning will not preserve my rights and that I must follow up in writing to the issuing bank within 60 days of the date of posting or may lose my rights to dispute item(s).

15. I agree that, should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse my Local Government Entity for all charges improperly authorized by me to the Purchasing Card and all costs incurred by the Local Government Entity and the issuing bank related to the collection of such charges.

*Cardholder Signature:______________________________ Date:______________

Cardholder Name (please print):______________________________

Local Entity Name: City of Charleston

**Program Coordinator's Signature:______________________________ PIN:__________ (Issued By WVSAO)

*Cardholder must sign and forward this form prior to issuance of a purchasing card.
**Program Coordinator will forward a copy of this form to the WV State Auditor's Office Local Government Purchasing Card Division.

2018

LOCAL GOVERNMENT PURCHASING CARD

POLICIES & PROCEDURES

City of Charleston

Table of Contents

Exhibits

Section 1.0: Introduction

The Purchasing Card (P-Card) is the preferred method of payment providing an efficient and effective process for the payment of expenditures incurred by Local Government Entities. The P-Card effectively decreases program costs and offers increased control and monitoring of payments. An effective P-Card Program will also reduce the paperwork and time associated with the payment processing function.

1.1 Overview

The Local Government P-Card Program was created and implemented in 2008 by West Virginia Code, §6-9-2a. The State Auditor's Office Local Government P-Card Division serves as the Program Administrator for the Local Government P-Card Program. Local Government entities subject to the auspices of the State Auditor's Chief Inspector are eligible to participate in the program.

The governing body of the ***Local Governmental Entity*** is responsible for managing the program and each administrative organizational unit is responsible for managing its **Cardholder's** accounts.

1.2 Policy Adoption

Officials of each ***Local Governmental Entity*** are responsible for establishing, maintaining and enforcing Local P-Card Policies and Procedures. This Manual establishes minimum standards for the use of the State of West Virginia Local Government P-Card and may serve as a framework for local officials to fulfill that responsibility. Individual transaction limits and credit limits shall be determined by each Entity **P-Card Coordinator** upon approval by the State **Auditor's Office** Local Government P-Card Division.

It is the Entity's coordinators and cardholders responsibility to be knowledgeable of and to follow all P-Card policies and procedures, as well as all applicable purchasing laws and guidelines. Other members of Entity staff with reviewing and approving responsibilities (entity officials, chief financial officers, department heads, directors, managers, supervisors, etc.) should also be knowledgeable of program requirements.

The P-Card is a method of payment and should not be considered a substitute for proper procurement procedures. Each Entity should develop and document appropriate internal control procedures to ensure proper oversight and that P-Card usage is consistent with this manual, and to develop guidelines for distribution to cardholders. In those cases where it has been determined that Entity controls are not adequate, the **Auditor's Office** Local Government P-Card Division has the authority to request procedural improvements and/or place the card restrictions on the Entity until such controls are established, documented and implemented.

Participation in the P-Card Program may be revoked if an entity fails to institute and enforce policies and procedures related to the program.

1.3 Definitions

Auditor's Office - West Virginia State Auditor's Office.

Cardholder - Employee (or non-employee) whose name appears on the Purchasing Card and is accountable for all charges made with that card.

Cardholder Account Number - The individual account number assigned to each Entity payment account.

Cardholder Agreement Form - A form signed by the cardholder that acknowledges that the cardholder has had adequate training, understands the *P-Card Policies and Procedures,* and accepts responsibility for compliance with all policies and procedures.

LG P-Card Account Administration Worksheet - A file that initiates the P-Card issuance process, account maintenance, new billing accounts and coordinator changes.

Card Verifier – Employee(s) within the organization responsible for verifying that all charges against the Cardholder's account are backed up by supporting documentation and appropriate for the operations of the Entity. Frequently they will document this review and approval by signing the weekly or monthly log sheet of the employee.

Disputed Item - Any transaction that was not authorized by the individual cardholder.

Entity Officials - The elected body or appointed governing board of an Entity.

Electronic Signature – An electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. (See West Virginia Code §39A-1-2(8)).

Financial Institution – The organization that has contracted with the Auditor's Office to administer certain aspects of the Local P-Card Program.

Fraud – is a deception deliberately practiced in order to secure unfair or unlawful gain.

Goods - Materials, supplies, commodities, equipment, and any other articles or items used by or furnished to an Entity.

Hospitality – Food, nonalcoholic beverages, and related expenses for the reception of guests by an Entity for a specific event or function relating to conducting Entity business.

Individual Statement - A listing of transactions available monthly to the cardholder indicating all activity on an individual P-Card.

Local Governmental Entity - means any unit of local government within the State subject to the auspices of the Chief Inspector, including a county, county board of education, municipality, and any other authority, board, commission, district, office, public authority, public corporation, or other instrumentality of a county, county board of education, or municipality or any combination of two or more local governments.

Master Billing Account Number - The master account number assigned to each Entity for billing purposes.

Master Statement - A list of transactions available monthly to the Entity P-Card Coordinator indicating all activity on each individual P-Card that rolls up to that Entity's master account number.

Non-Employee – an individual who is not employed with the entity but performs functions for the local government for which they are issued a P-Card.

Official Use - Payments made by a cardholder on behalf of the Entity as permitted by law and P-Card Policies and Procedures.

P-Card Coordinator - The individual designated by each Entity to administer the P-Card Program within the Entity or an account of the Entity.

P-Card Delegation - The practice of allowing an individual other than the cardholder whose name appears on the front of the P-Card to have access to the P-Card or P-Card number to initiate or complete a transaction.

Program Administrator – The Director of the Local Government P-Card Program in the State Auditor's Office Local Government P-Card Division.

Purchasing Card (P-Card) - A payment account issued in the name of an individual employee of the Local Government Entity or non-employee for official use.

Receipt - An itemized document indicating the vendor, the price per item, and the total amount charged in a transaction.

Transaction –The payment for goods and services and other items.

Transaction Limit - The maximum dollar amount permitted in any single transaction.

Vendor - The supplier of goods or services to a Local Government Entity.

1.4 Training

The State Auditor's Office Local Government P-Card Division shall provide training to all cardholders and program coordinators. Training may be in person, or in a format approved by the State Auditor's Office Local Government P-Card Division.

All Entity Program Coordinators shall receive training/education designed and approved by the State Auditor's Office Local Government P-Card Division within thirty (30) days of assuming the duties of the position. Designated training/education may be required annually. P-Card Program Coordinators who successfully complete all applicable designated Coordinator training are not required to undergo any required Cardholder training.

Effective July 1, 2019, Entity employees who will be issued and/or use a P-Card must have successfully completed a training session specifically designed for new cardholders. All current cardholders should complete refresher training before their P-Card is reissued. Training on specific Entity purchasing policies and guidelines will be provided by the Entity.

Section 2.0: P-Card Issuance and Maintenance Procedures

2.1 Designation of a P-Card Coordinator

P-Card Coordinator(s) are specified by a representative of the **Entity Officials through the preparation LG P-Card Account Administration Worksheet** which must be submitted to the **State Auditor's Office.** Additionally, **Entity Officials** (or a representative) should designate an individual to act as a backup **P-Card Coordinator** in the event the primary Coordinator is unavailable to perform his or her duties. An Entity may have multiple **P-Card Coordinators** or P-Card sub-Coordinators who may be delegated some or all of the coordinator's responsibilities. Sub-Coordinators may be appointed by the Entity Officials (or a representative) or the **P-Card Coordinator. P-Card Coordinators** and sub-coordinators must complete State Auditor's Office training within 30 days of assuming responsibilities.

The designated individual(s) shall be responsible for the administration and oversight of the Entity's P-Card internal control system, which includes the appropriate accounting of transactions and ensuring P-Card use is for valid government purposes.

2.2 Obtaining a P-Card

P-Cards are issued at the request of the Entity **P-Card Coordinator**. **Cardholders** should be full-time employees of the Entity. Cardholders must sign a *Cardholder Agreement* (Exhibit A). If an individual is a **Non-Employee** of the Entity they must still sign a *Cardholder Agreement*. P-Cards will not be issued by the **State Auditor's Office** without a signed *Cardholder Agreement*. The Entity **P-Card Coordinator** is required to maintain a copy of the *Cardholder Agreement* Form.

The **P-Card Coordinator** is responsible for assigning the credit and transaction limits as well as any other applicable restrictions for use of the P-Card. The coordinator can assign this through the financial institution's electronic platform or by emailing the appropriate section of the **LG P-Card Administration Worksheet** to our global email address (wvlgPcard.gov).

All new applicants are required to complete **State Auditor's Office** training before P-Cards will be issued.

2.3 P-Card Activation

P-Cards are generally mailed to the P-Card Coordinator. Upon receipt, the coordinator should provide it to the cardholder. **Cardholders** are responsible for activating their own cards upon receipt and assigning a personal identification number (PIN) to their card.

2.4 P-Card Account Maintenance

P-Card Coordinators are responsible for performing card maintenance via the applicable provider platform. The **State Auditor's Office** is required to electronically approve certain account maintenance changes. Alternatively, **P-Card Coordinators** may utilize the **LG P-Card Administration Worksheet** or email our office for maintenance items.

2.5 Card Security

It is the **Cardholder's** responsibility to safeguard the P-Card and P-Card account number at all times. P-Cards must be kept in a secure location and should only be used to process transactions by the respective **Cardholder**. In order to prevent exposure to fraud, the full P-Card account number should not be recorded electronically or on paper. All cardholders are required to sign the back of their P-Card upon receipt.

P-Card delegation is prohibited. P-Card delegation is the practice of allowing an individual, other than the cardholder whose name appears on the front of the P-Card, to have access to the P-Card or P-Card number to initiate or complete a transaction. P-Card delegation increases the risk of fraud and cardholder liability.

If a Cardholder becomes aware of a charge to their P-Card that is potentially fraudulent in nature they must notify their **Card Verifier** and the **P-Card Coordinator immediately**. Representatives of the Entity shall report all aforementioned instances to the **State Auditor's Office** Local Government P-Card Division **immediately**.

With the exception of ghost accounts, fleet cards, and certain other accounts, P-Cards are issued in an individual's name. Only the individual named on the P-Card is authorized to use it. P-Cards can be issued in the name of the Entity upon approval by the **State Auditor's Office** Local Government P-Card Division. These department cards shall have proper controls in place as to access and use, and should be limited to specific users designated by department heads. All users of a department card are still required to sign a *Cardholder Agreement* Form. All *Cardholder Agreement* Forms for department cards must be submitted to the **State Auditor's Office** Local Government P-Card Division to be kept on file. Documentation should clearly establish the individual responsible for the purchase. A *Shared Purchasing Card Log Sheet* (Exhibit B) must be kept to properly document who had access to the card, the date and vendor of every purchase the employee/non-employee made, as well as when the card was returned.

Immediately report lost or stolen P-Cards to the **Financial Institution** and the **Entity P-Card Coordinator** within 24 hours to limit cardholder liability.

P-Cards must be cancelled **immediately** upon termination of or separation from employment. The **P-Card Coordinator** is responsible for ensuring that the P-Card is destroyed and that a *Local Government Card Maintenance Form (electronic form at State Auditors Website)* is completed and submitted to the **State Auditor's Office** Local Government P-Card Division or that the account is terminated by the coordinator via the processing bank's electronic portal.

Section 3.0: Using the P-Card

3.1 General Instructions

The P-Card is a preferred method of payment for certain designated transactions or dollar amounts. All applicable laws, rules and regulations, P-Card Policies and Procedures, and other governing instruments must be followed, regardless of the method of payment.

The P-Card may be used to make payments for goods, services, and travel that are not prohibited by P-Card Policies and Procedures, travel policies, or applicable laws, rules or regulations. Personal charges are prohibited.

3.2 Transaction Limit

Individual transaction limits and credit limits are determined by each Entity **P-Card Coordinator** upon approval by the **State Auditor's Office** Local Government P-Card Division. It is a violation of policy to manipulate the ordering, billing, or payment process in order to circumvent established cardholder limits.

3.3 Ordering

Payments may be made with the P-Card by phone, fax, mail, secured internet site, or in person. When paying by telephone, fax, mail, or internet, the vendor should be provided with a complete shipping address.

Shipping and handling charges must be included in the stated price and the total charge may not exceed the cardholder's assigned transaction limit.

When placing the order, the vendor should be instructed to provide an itemized invoice or receipt. The vendor may not charge the account until the merchandise has been shipped.

3.4 Tax Exempt Status and Disputed Charges

Local Government Entities are tax exempt for sales tax and hotel/motel tax and should not pay tax to in-state vendors. Cardholders should remind vendors that the Entity is tax exempt before initiating a transaction.

The words "Tax Exempt" and the Entity's tax identification number are printed on the P-Card.

The cardholder may be required to provide the vendor with a copy of the Entity's tax-exempt certificate.

It is the cardholder's responsibility to ensure charge accuracy. Sales tax, incorrect shipping charges or other invalid charges to the card should be addressed immediately with the vendor by the cardholder. If the situation is not adequately addressed by the vendor, the cardholder should initiate a dispute by calling our office and following instructions.

3.5 Convenience Fees and Surcharges/Checkout Fees

Instructions for Policy

[Convenience fees and Surcharges or Checkout Fees may be paid by the P-Card at the discretion of the Entity. It is the responsibility of the cardholder and ***P-Card Coordinator*** *to determine if these charges are acceptable to the Entity and in compliance with the card brand's regulations. Any questions or suspected misapplication of these fees by a vendor should be reported to the* ***State Auditor's Office*** *Local Government P-Card Division for further investigation.]*

Entity should insert the policy here

3.6 Travel

The Entity needs to issue a separate policy related to business related travel for employees. In order for the payment or reimbursement of travel related expenses to be considered nontaxable, the Entity must maintain an accountable plan in accordance with IRS rules and regulations. The following types of travel expenses are eligible to be paid with a P-Card.

Entity should insert the types of eligible expenses here; The Auditor's Office recommends that meals and gasoline related to employee travel NOT be purchased with the P-Card but rather reimbursed at established per diem rates outlined in the travel policy). Gasoline purchased for Government vehicles should utilize fleet cards for fuel tax reclamation services.

1. Conference Registration Fees
2. Lodging Fees
3. Taxi or other Transportations Fees (i.e. Uber; Bus; Subway)
4. Parking
5. Airline Tickets
6. Rental Cars

3.7 Hospitality

Hospitality expenses are the provision of food, beverages, activities, or events for the purpose of promoting the local government. Specific documentation requirements exist for hospitality expenditures and that documentation must remain consistent regardless of the method of payment. In addition to other documentation requirements, each hospitality event/function must be supported by an itemized receipt/invoice and a sign-in sheet (by first and last name) of function attendees. Hospitality documentation should retained for inspection. [Entities should consider utilizing Exhibit D – Request for Hospitality Service to meet documentation requirements]

3.8 Usage Restrictions

The P-Card can only be utilized for government related purposes. West Virginia Code §11-8-26 states in part that "a local fiscal body shall not expend money or incur obligations for an unauthorized purpose". Furthermore, WV Code §6-9-2(c) stipulates that it is unlawful for any person to use a local purchasing card in any manner which is contrary to the types of payments authorized by the Auditor and governing policies and procedures. The following types of purchases are not authorized:

[#1 through #7 are minimum State Auditor's Office Rules]

1. Cash Advances (unless approved by the State Auditor)
2. Gift Cards or any kind of gift certificate unless pre-approved by the ***State Auditor's Office*** *Local Government P-Card Division.* Entities must complete and submit *Authorization for Purchases of Gift Card/* Certificates (Exhibit E) **PRIOR** to purchase.
3. Purchases that are non-public in nature that would otherwise be considered an unauthorized expenditure (including personal purchases).
4. Personal purchases which are then reimbursed to the Entity.
5. Meals that are not employee overnight travel or meals specifically excluded from taxability under IRS rules and regulations (See IRS Publication 5137 Fringe Benefit Guide) related and/or related to hospitality (as defined in Section 3.7).
6. Returned goods should be credited to the P-Card. Debit cards, gift cards, store credit, or cash are not an acceptable method of receiving funds for returned goods.
7. Any purchase that violates the provisions of The Ethics Act (WV Code §6B-1)
8. Prescription drugs and controlled substances
9. Alcoholic Beverages
10. Electronic Auction Houses (i.e. eBay)
11. 3rd party payment processors such as PayPal, Square, Stripe. If entities allow charges to 3rd payment processors the transaction may not be eligible for dispute with the card issuing bank and if the entity allows these types of transactions they must submit a Request to *Exhibit F - 3rd Party Payment Processors Agreement* to the State Auditor's Office Local Government P-Card Division.

[Local Governments should enter any additional restrictions here]

Section 4.0: Transaction Documentation, Reconciliation and Review

Cardholders are responsible for the review, acknowledgement or dispute of all transactions that appear on their P-Card statement. Proper documentation (defined in Section 4.1) must be obtained and maintained for each transaction placed on the P-Card and must be maintained for inspection in

accordance with record retention guidelines.

4.1 Documentation Requirements

All receipts for P-Card purchases must be detailed and itemized and be present for all charges on the Cardholder's statement. Receipts should show all items purchased, not just a total amount. The same would apply for restaurant receipts. Payment-alone signature receipts will not be considered by the Auditor as proof of the purchase if it is not accompanied by the vendor's itemized receipt.

To document online purchases, the Cardholder should make a copy of the screen that indicates the purchase was paid with a credit card. The screen print should also show the date of the transaction, items purchased, and the total dollar amount. Just like other purchases, on-line purchases must be documented with detailed/itemized receipts.

[Strongly suggested but not mandatory procedure]

Each Cardholder must prepare an *Individual Purchasing Card Log Sheet* (Exhibit C) on a **[weekly/monthly]** basis. Each charge must be listed with all the pertinent information. The Cardholder must enter R- reconciled; D-disputed; C- carryover (charge not yet showing on statement). Detailed, itemized receipts must be attached to the **[weekly/monthly]** *Individual Purchasing Card Log Sheet* and then submitted to the card verifier/supervisor for approval.

NOTE: If the entity does this monthly they should add the following language

The Cardholder should also attach their monthly billing statement to the *Individual Purchasing Card Log Sheet* and itemized receipts.

4.2 Review of Transactions

Each Cardholder is assigned a **Card Verifier** which is an employee(s) within the organization responsible for verifying that all charges against the Cardholder's account are backed up by proper supporting documentation and appropriate for the operations of the Entity.

Practical Note: In smaller organizations this person may also be the **P-Card Coordinator**. In larger organizations it may be a department head or a sub-P-Card Coordinator of a specific unit (i.e. Sheriff's Office).

The **Card Verifier** must document approval through a signature on the Cardholder's [monthly statement/ *Local Government Purchasing Log Sheet]*.

Any suspicious transactions should immediately be brought to the attention of the **P-Card Coordinator** and/or the appropriate management level of the Entity. Any discrepancies must be investigated and resolved. The disposition of each discrepancy must be documented and retained with the supporting documentation and/or statement of account. Cardholders are accountable for all discrepancies.

After all transactions have been reviewed and verified, the **Card Verifier** must forward the supporting documentation and individual account statements to the primary **P-Card Coordinator** who receives the master billing statement.

4.3 Account Coding

The [P-Card Coordinator/Card Verifier] is responsible for assuring all expenditures are assigned to their appropriate line item in the Entities general ledger on a [specify period: daily, weekly, monthly] basis. Account coding is periodically reviewed by [assign someone independent of the purchasing card cycle].

Technology is provided for importing of p-card data and default account coding for Cardholder's transactions. Cardholders may have default coding in which purchases are assigned automatically to a specific account. The [P-Card Coordinator/Card Verifier] is responsible for periodically reviewing this coding and related charges to ensure the coding is proper.

4.4 Payment Process

Entity Officials are responsible for ensuring that the master billing account is paid in full every month.

The Entity shall remit all P-Card payments directly to the financial institution. The financial institution should receive payments within twenty-five (25) successive, calendar days after the billing cutoff on a standard monthly payment cycle.

The Entity is required to pay the balance due regardless of pending credits or disputed transactions. Resolved disputes and credits will be applied to subsequent bank statements or checks will be issued by the financial institution directly to the Entity. If an Entity fails to make required payments in a timely manner, the **State Auditor** may prohibit further participation in the program.

Section 5.0: Fraud, Misuse and Abuse

5.1 Fraud

Fraud is a deception deliberately practiced in order to secure unfair or unlawful gain. For example, fraud occurs when the cardholder's account information has been intentionally utilized for personal gain. Intentional use of the P-Card to make purchases for personal use or non-state business is fraudulent and is prohibited.

If a Cardholder fraudulently uses their P-Card, the following actions could potentially take place:

Local Governments should insert remedial actions here some examples include: card privileges revoked; termination of employment; notification of potential criminal violation to appropriate authorities.

Instances of unlawful use, possible fraud, misappropriation, or mismanagement with the P-Card shall be reported immediately to the Entity **P-Card Coordinator**. The **P-Card Coordinator** shall report all aforementioned instances to the **State Auditor's Office** Local Government P-Card Division within 24 hours of his or her discovery. Notification of card misuse to the **State Auditor's Office** Local Government P-Card Division is **REQUIRED**, even if the instance was handled internally by Entity Officials.

The potential penalties for the unlawful use of a local purchasing card are outlined in West Virginia Code §6-9-2c, a through d which states the following:

> "**(a)** It is unlawful for any person to use a local government purchasing card, issued in accordance with the provisions of section two-a of this article, to make any purchase of goods or services in a manner which is contrary to the provisions of section two-a of this article or the rules promulgated pursuant to that section.
>
> **(b)** It is unlawful for any person to knowingly or intentionally possess with the intent to use a purchasing card without authorization pursuant to section two-a of this article or the rules promulgated pursuant to that section.

(c) Any person who violates the provisions of this section is guilty of a **felony** and, upon conviction thereof, shall be confined in a state correctional facility not less than one year nor more than five years, or fined no more than $5,000, or both fined and imprisoned.

(d) A violation of this section may be prosecuted in the county in which the card was issued, unlawfully obtained, fraudulently used, used without authorization, or where any substantial or material element of the offense occurred."

Failure to comply with P-Card Policies and Procedures, rules, and law associated with the Local Government P-Card Program may result in revocation or limitation of P-Card privileges, a period of probation, or mandatory P-Card training in addition to any other discipline deemed necessary or appropriate by the Entity.

5.2 Misuse and Abuse

Misuse/Abuse is the improper, unlawful or incorrect use, compromise or misapplication of the P-Card. Examples include:

- Failure to maintain security protecting your P-Card.
- Paying for items in which the P-Card is not authorized for payment.
- Purchase of authorized goods or services, at terms (e.g. price, quantity) that are excessive.

Local Governments should insert remedial actions here some examples include: card privileges revoked; termination of employment; notification of potential criminal violation to appropriate authorities.

Section 6.0: Program Monitoring

6.1 Entity Review

Entity Officials are encouraged to conduct random reviews of transactions within their program. Various reports are available through the financial institution's online management website or through the Local Government P-Card Division. Coordinators should be knowledgeable of the types of transactions appropriate for cardholders within their area of responsibility and review, and have the authority to request documentation for any transaction appearing on a cardholder's account.
Local Governments should insert the policy related to PCard Monitoring Here.

6.2 State Auditor's Office Review

The State Auditor's Office may perform a review or examination of the Entity's P-Card Program at any time and issue a report that contains suggestions for improvements to the program. This evaluation may be conducted by the Local Government P-Card Division or the Chief Inspector Division to determine compliance with Local Government P-Card Policies and Procedures. Relevant documentation related to the administration of the Local P-Card Program should be provided upon request.

6.3 Failure to Follow P-Card Policies and Procedures

The **State Auditor's Office** may limit or revoke P-Card privileges, institute a period of probation or require mandated training for any Entity, if that Entity is found to have violated P-Card policies and procedures and failed to take corrective action.

Section 7.0: Miscellaneous

7.1 Record Retention

The Entity shall maintain all documentation relating to the P-Card Program (cardholder applications, agreements, maintenance forms, training certificates, and transaction support documentation) until a post-audit review has been completed by either the State Auditor's Office Chief Inspector Division or a firm approved by the Chief Inspector. Furthermore, the Entity shall maintain these records for the minimum time period designated with governing laws and local rules and regulations.

The **Local Government** may designate the specific time frame for documents related to the p-card here or make reference to a local or state records retention manual if adopted.

LOCAL GOVERNMENT PURCHASING
<u>CARD PARTICIPATION AGREEMENT</u>

Agreement, made and entered effective as of this **27** day of **March, 2020**, by and between the Local Government Purchasing Card Program, a division of the West Virginia State Auditor's Office, (hereinafter called the "Division") and **<u>City of Charleston</u>**, a local government entity and political subdivision of the State,(hereinafter called "Entity");

Whereas, pursuant to W. Va. Code § 6-9-2a *et seq.*, the Auditor is authorized to administer a Local Government Purchasing Card Program for local entities, (hereinafter called the "Program") so that procedures and controls for the procurement and payment of goods and services are made more efficient and so that the accounting and reporting of such payments shall be uniform.

Whereas, the Entity desires to participate in the Program, under the procedures and controls set forth by the Auditor, in order to take advantage of the efficiencies and rebate sharing provisions provided by the Program.

Whereas, the Division has entered into a contract pursuant to the authority granted by West Virginia Code § 6-9-2a with a bank (hereinafter called the "Vendor"), to provide purchasing card services to the Program. For purposes of this Agreement the term "Vendor Contract" as used herein, shall mean any written contract now or hereafter entered into between the Division and a Vendor pursuant to the above-referenced code section.

Now, Therefore, in consideration of the mutual promises and agreements set forth herein, the Division and the Entity, with the intent of being legally bound, do hereby covenant and agree as follows:

1. The **City of Charleston** shall be issued purchasing cards in accordance with the needs of the Entity as communicated by the Entity and as approved by the Division. The cards will be issued in the name of designated local government employees. The Entity may also issue cards in the name of a specified department and/or in the name of the Entity (Nameless Card). If the Entity does issue nameless cards, the Entity is bound by the conditions set forth in the Commercial Card Service Agreement between the Vendor and the West Virginia State Auditor's Office.

2. Entity understands that its eligibility to participate in the Program and the use of any purchasing cards issued pursuant thereto shall be subject to the terms and conditions set forth in the Vendor Contract that is in effect at the time of such use and to the rules, policies and procedures established by the Division to govern the Program. Entity agrees to follow the rules, policies and procedures set forth therein.

3. Entity shall pay all valid bills presented by the Vendor in a timely manner. Entity understands that the Vendor will bill on a monthly basis and that bills will be available in electronic format as well as hard copy, and will be mailed to the address on file for each master billing account and cardholder account.

4. Entity shall make all purchasing card payments directly to the Vendor within twenty-five (25) successive, calendar days after the billing cutoff

on a standard monthly payment cycle. The Program Director will determine the most effective manner in which payments shall be submitted by the Entity.

5. The Auditor and the Division shall, immediately and without the necessity of giving any notice to Entity, have the right to offset the amount of any unpaid, past-due billing invoice, together with interest and penalties accrued thereon, against any state funding source except school aid funding provided pursuant to § 18a-9a-1 *et. seq.* Offset will apply against any other funding source, including but not limited to public utility funds, payable pursuant to § 11-66-1 *et. seq.* and §11-6-1 *et. seq.*, rebate funds payable pursuant to § 6-9-2b, and any other funds due the Entity from the State in the event the Entity's purchasing card bill remains unpaid sixty (60) days after the end of the billing cycle. The offset amount will include the full amount of any such unpaid and past due invoice owed the Vendor and any interest authorized by law as well as any late penalty authorized by this Agreement.

6. The Division will periodically pay the Entity a proportional amount of the rebate that the Division receives from the Vendor based upon the aggregate net volume of purchases made by the Entity during the standard payment cycle (hereinafter called the "local share"). The local share will be paid by the Program thirty (30) days after the end of each quarter. The local share rebate calculation is set forth in Attachment A and is subject to the terms and conditions set forth therein as well as any limitations, changes, additions, or deletions that may from time to time occur and affect rebate provisions in the current Vendor contract and/or any subsequent Vendor contract entered into by the Division. Any such

changes affecting vendor rebate provisions shall trigger the Program's right to recalculation of the local share.

7. The Division shall assess a late payment penalty against Entity of **City of Charleston** if Entity fails to timely pay any Vendor bills as and when due as provided by this Agreement. The penalty amount shall immediately accrue to the Division upon Entity's failure to comply with such requirements and shall be collected pursuant to the offset provisions set forth herein.

8. **City of Charleston** acknowledges that it may only utilize the purchasing card for those payments and purchases authorized by law, and covenants and agrees to indemnify, defend and hold the Auditor and the Division harmless for any and all illegal, fraudulent or unauthorized use thereof.

In Witness Whereof, the parties have caused their respective signatures to be affixed hereto by their duly authorized representatives, effective as of the date first written above.

Local Government Purchasing Card Division

By:______________________________

Its:______________________________

Local Government Entity

By:______________________________

Its:______________________________

Tax ID Number: 55-6000160

Rebate Rates (by Tier) for Governments Participating in the Local Purchasing Card Program

Quarterly Payments

The following table contains anticipated rebate tier rates based on annualized quarterly volume.

	Quarterly Volume Range				Yearly Range		
	Low	High		Large Ticket Items (LTI)	Low	High	Regular Rate
Tier 1	$0	$200,000		1.0%	$0	$800,000	1.25%
Tier 2	$200,001	$400,000		1.0%	$800,001	$1,600,000	1.34%
Tier 3	$400,001	$800,000		1.0%	$1,600,001	$3,200,000	1.41%
Tier 4	$800,001	$1,500,000		1.0%	$3,200,001	$6,000,000	1.51%
Tier 5	$1,500,001	$2,500,000		1.0%	$6,000,001	$10,000,000	1.56%
Tier 6	$2,500,001	$4,000,000		1.0%	$10,000,001	$16,000,000	1.71%
Tier 7	$4,000,001	$7,000,000		1.0%	$16,000,001	$28,000,000	1.79%
Tier 8	$7,000,001	And Above		1.0%	$28,000,001	Above	1.85%

"Regular" rebate rates will be calculated based on total spend volume (including LTI's). That regular rebate rate is then multiplied by the regular spend (excluding LTI's) for the regular spend rebate. LTI's are paid at a flat 1%. At the end of the year, total spend volume (including LTI's) will be compared to the yearly range and the last quarterly rebate will be adjusted to pay at the yearly volume rate if there is a range change. For example, assume a government spends $2,400,000 for the first 3 quarters (earning a regular rebate at 1.52%) and then $3,000,000 the final quarter for a total of $10,200,000. The governments total spend qualifies them for a rebate of 1.71% for the regular rebate for the entire year. Therefore the first three quarters will be adjusted from the 1.56% to 1.71%.

Resolution No. 322-20

Introduced in Council: Adopted by Council:

April 6, 2020 ____________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 322-20 – Authorizing the Mayor or City Manager to purchase a Toolcat 5600 with 62” bucket road cab package from Bobcat of Advantage Valley, Cross Lanes, WV, in the amount of $48,442, as a result of a competitive procurement process administered by Sourcewell, an administrative governmental agency of the State of Minnesota. The purchase is for the Public Grounds Department to replace Unit 382 as part of the regular replacement cycle.

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

The Mayor or City Manager is authorized to purchase a Toolcat 5600 with 62” bucket road cab package from Bobcat of Advantage Valley, Cross Lanes, WV, in the amount of $48,442, as a result of a competitive procurement process administered by Sourcewell, a purchasing cooperative administrative agency of the State of Minnesota. The purchase is for the Public Grounds Department to replace Unit 382 as part of the regular replacement cycle.

Bobcat

Product Quotation

Quotation Number: 32189D032311
Date: 2020-01-13 12:46:21

Ship to	Bobcat Dealer	Bill To
City of Charleston Public Works 1100 Pennsylvania Ave Charleston, WV 25302 Phone: (304) 348-6850	Bobcat of Advantage Valley,Cross Lanes,WV 614 NEW GOFF MOUNTAIN RD CROSS LANES WV 25313 Phone: (304) 776-9100 Fax: (304) 776-0285 -------------------------- Contact: Jeremy Dosier Phone: 304-776-9100 Fax: 304-776-0285 Cellular: 304-541-3122 E Mail: jeremydosier@jefferds.com	City of Charleston Public Works 1100 Pennsylvania Ave Charleston, WV 25302 Phone: (304) 348-6850

Description	Part No	Qty	Price Ea.	Total
Bobcat 5600	M1221	1	$41,991.00	$41,991.00

Adjustable Vinyl Seats
All-Wheel Steer
Automatically Activated Glow Plugs
Auxiliary Hydraulics
Variable Flow with dual direction detent
Beverage Holders
Bob-Tach
Boom Float
Cargo Box Support
Cruise Control
Deluxe Operator Canopy includes:
Front Window, Rear Window ,
Front Wipers, and Electrical Power Port
Lower Engine Guard
Limited Slip Transaxle
Engine and Hydraulic Monitor with Shutdown
Front Work Lights
Full-time Four-Wheel Drive
Horsepower Management
Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471
Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I
Dome Light
Hydraulic Dump Box
Instrumentation:
Hour meter, Job Hours, Speedometer, Tachometer, Fuel Gauge, Engine Temperature Gauge, and Warning Lights
Joystick, Manually Controlled with Lift Arm Float
Lift Arm Support
Parking Brake, automatic
Power Steering with Tilt Steering Wheel
Radiator Screen
Rear Receiver Hitch
Seat Belts, Shoulder Harness
Spark Arrestor Muffler
Suspension, 4-wheel independent
Tires: 27 x 10.5-15 (8 ply), Lug Tread
Toolcat Interlock Control System (TICS)
Two-Speed Transmission
Machine Warranty: 12 Months, unlimited hours
Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty

Description	Part No	Qty	Price Ea.	Total
Deluxe Road Package	M1221-P01-C01	1	$1,765.00	$1,765.00

Backup Alarm
Turn Signals
Flashers
Tail Lights
Brake Lights
Rear View Mirror
Side Mirrors
Horn
Lower Engine Guard
Rear Work Lights
Headlights

Description	Part No	Qty	Price Ea.	Total
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	$3,697.00	$3,697.00
62" Heavy Duty Bucket	7272678	1	$787.00	$787.00
--- Bolt-On Cutting Edge, 62"	6718005	1	$202.00	$202.00

Total of Items Quoted **$48,442.00**
Quote Total - US dollars **$48,442.00**


5600
Bobcat
Bobcat
All-Wheel Steer

Resolution No. 323-20

Introduced in Council: Adopted by Council:

April 6, 2020

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 323-20 – Authorizing the Mayor or City Manager to purchase a Kubota L47TLB-B from State Equipment, Inc., Cross Lanes, WV, in the amount of $56,708.52, as a result of a competitive procurement process administered by Sourcewell, an administrative governmental agency of the State of Minnesota. The purchase is for the Spring Hill Cemetery to replace Unit 210 as part of the regular replacement cycle.

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

The Mayor or City Manager is authorized to purchase a Kubota L47TLB-B from State Equipment, Inc., Cross Lanes, WV, in the amount of $56,708.52, as a result of a competitive procurement process administered by Sourcewell, an administrative governmental agency of the State of Minnesota. The purchase is for the Spring Hill Cemetery to replace Unit 210 as part of the regular replacement cycle.

Sourcewell

GM - 062117, CE - 040319, AG - 021815
NJPA Arkansas 4600041718
NJPA Delaware GSS-17673
Nebraska 14777 (OC)
Mississippi (CE Only) 820036654

L47TLB-B WEB QUOTE #1531353
Date: 1/2/2020 7:14:32 AM
-- Customer Information --
Oxley, Kevin
City of Charleston
kevin.oxley@cityofcharleston.org
304-348-8000

Quote Provided By
STATE EQUIPMENT, INC.
Jimmy Cook
560 NEW GOFF MOUNTAIN ROAD
CROSS LANES, WV 25313
email: jcook@stateequipment.com
phone: 3045398475

-- Standard Features --

Kubota

Loader / Landscaper Series L47TLB-B

* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE
Model # V2403-CR-E4
Tier 4 Final Certified
4 Cyl., 148.5 cu. in.
47.1 HP Gross (SAE J1995)
44.7 HP Net (SAE J1349)
33.0 PTO HP
@ 2700 Eng. rpm
Direct Injection
Charging Output 45 Amps
12 V - 80 Amp Hour Battery
Dual Element Air Cleaner w/ cyclone Precleaner

HYDRAULICS
Open Center – Gear Type
Total Pump Capacity 25.0 gpm
Includes Power Steering
Front /Rear Remotes 11.8 gpm
BH Boom Swing Pump 6.6 gpm
Cat I 3-Point Hitch (Linkage Opt.)
24" Behind 2756 lbs.
@ Lift Points 3860 lbs.
Position Control

FRONT AXLE
Bevel Gear, 4WD
Hydrostatic Power Steering
Cast Iron - Heavy Duty
Tread Spacing, Nonadjustable

DRIVE TRAIN
HST Plus
3 Ranges
Low-Medium-High
Maximum Travel Speed 14.1 mph
Rear Differential Lock
Mechanical, Multiple Wet Disc Brakes
4 Wheel Drive

DIMENSIONS
Transport Length 234"
Width 71.2"
Height to ROPS top 95.1"
Wheelbase 72.5"
Ground Clearance 14.4"

POWER TAKE OFF
Hydraulic Independent Rear PTO
Running 540 rpm @ 2590 Eng. RPM
SAE – 1-3/8, 6 splines

SAFETY EQUIPMENT
Four Post ROPS / FOPS
Deluxe Seat w/retractable Seat Belt
Safety Start Switches
Electric Key Shut-Off
Parking Brake
SMV Sign

SELECTED TIRES
ALR9192 & ALR9195
FRONT - 27x10.50-15 R4 Titan Trac Loader
REAR - 15-19.5 R4 Titan Trac Loader TLB

FLUID CAPACITY
Fuel Tank 17.7 gal.
Crankcase 8.7 qts.
Engine Coolant 8.7 qts.
Transmission and Hydraulics 12.2 gal.
Front Axle Case 7.4 qts.

LIGHTING
2 Halogen Headlight / Work Lights
2 Halogen Rear Work Lights
2 Tail Lights / Turn Signals

INSTRUMENTS
IntelliPanel™
Lighted Communications Symbols
Digital Display with Tachometer, Travel Speed, PTO Speed, Warnings, Maintenance Alerts, On-board Diagnostics

REAR AXLE
Heavy Duty Axle w/ Differential Lock
Helical gear final drives
Multiple Wet Disc Brakes

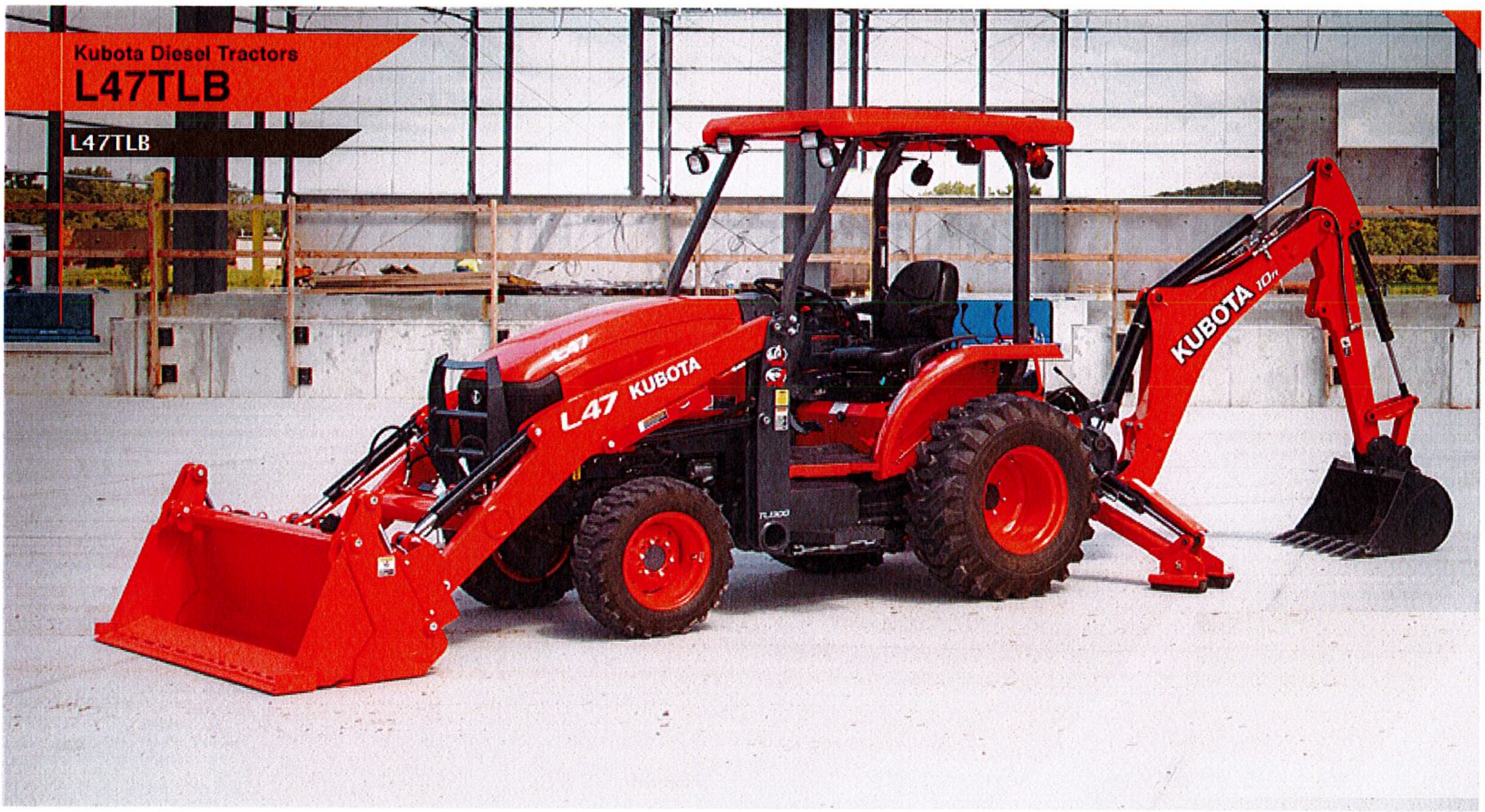
STANDARD EQUIPMENT
Four 55 W Halogen Work Lights
Electronic HST Transmission
Backhoe Crawling Mode
Full Flat Floor
Cast Steel Brake Pedal
Walk-through Step
Seat with Arm Rests
Seat Pivots In Place
Backup Alarm
Horn
Slanted Hood & Loader Arms
2 Lever Style Quick Coupler
Hydraulic Self-Leveling Loader
Braceless Loader Frame
Protected Hydraulic Hoses & Pipes
Bucket Level Indicator
Boom Lock
Arch Type Backhoe Boom
Independent Boom Swing Pump
Protected Hydraulic Hoses & Pipes
Thumb Bracket
Improved Inching Performance
High Quality Hydraulic Cylinders

-- Custom Options --

L47TLB-B Base Price:	$53,151.00
(1) BOLT ON CUTTING EDGE FOR 72" BUCKET TL1748A-BOLT ON CUTTING EDGE FOR 72" BUCKET	$228.00
(1) 72" QC HEAVY DUTY ROUND BACK BUCKET TL1765A-72" QC HEAVY DUTY ROUND BACK BUCKET	$1,077.00
(1) REMOTE HYDRAULIC VALVE KIT FOR REAR ATTACHMENTS L9553A-REMOTE HYDRAULIC VALVE KIT FOR REAR ATTACHMENTS	$1,291.00
(1) FRONT OR REAR WORK LIGHTS KIT (SET OF 2) L8045-FRONT OR REAR WORK LIGHTS KIT (SET OF 2)	$158.00
(1) QUICK ATTACH COUPLER / BT1400(V) /BT1000B(V) K7543-QUICK ATTACH COUPLER / BT1400(V) /BT1000B(V)	$950.00
(2) RUBBER SHOE L9467-RUBBER SHOE	$250.00
(1) 36" QUICK ATTACH TRENCHING BUCKET K7983-36" QUICK ATTACH TRENCHING BUCKET	$1,575.00
(1) PLASTIC TOOL BOX L9476A-PLASTIC TOOL BOX	$90.00
(1) FRONT LOADER TL1300-FRONT LOADER	inc.
(1) BACKHOE W/AUX HYD VALVE BT1000BV-BACKHOE W/AUX HYD VALVE	inc.
Configured Price:	$58,770.00
Sourcewell Discount:	($12,929.40)
SUBTOTAL:	$45,840.60
Factory Assembly:	$530.00
Dealer Assembly:	$417.92
Freight Cost:	$770.00
PDI:	$250.00
Curtis Cab and heater with install	$8,900.00
Total Unit Price:	$56,708.52
Quantity Ordered:	1
Final Sales Price:	$56,708.52

Purchase Order Must Reflect the Final Sales Price

To order, place your Purchase Order directly with the quoting dealer


Kubota Diesel Tractors
L47TLB
L47TLB
L47 KUBOTA
KUBOTA 10ft

Resolution No. 324-20

Introduced in Council: Adopted by Council:

April 6, 2020

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 324-20 – Authorizing the Mayor or City Manager to purchase a CASE 580 Super N Tractor Loader Backhoe from State Equipment, Inc., Cross Lanes, WV, in the amount of $108,932.82, as a result of a competitive procurement process administered by Sourcewell, an administrative governmental agency of the State of Minnesota. The purchase is for the Street Department to replace Unit 77 as part of the regular replacement cycle.

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

The Mayor or City Manager is authorized to purchase a CASE 580 Super N Tractor Loader Backhoe from State Equipment, Inc., Cross Lanes, WV, in the amount of $108,932.82, as a result of a competitive procurement process administered by Sourcewell, an administrative governmental agency of the State of Minnesota. The purchase is for the Street Department to replace Unit 77 as part of the regular replacement cycle.

State Equipment, Inc.
560 New Goff Mountain Road
Charleston ,WV 25313

Quote For:	Kevin Oxley		
Company	City of Charleston		
Address	Po Box 2749		
City/State/Zip	Charleston	WV	25330

Quote Date:	1/3/2020
Valid Date:	1/31/2020
Prepared By:	J. Cook

Phone#	304-348-8000
Fax#	
Cell #	
E-Mail	

Quantity	Description	Price
1	**New CASE 580 Super N Tractor Loader Backhoe**	
	Cab, Heat, AC, 12X16.5 F. Tire, 19.5X24 R Tire, Extendahoe, Front CWT,	
	Dual Lever Controls, 24" Rear Bucklet, Combo Flip Pads, Front Auxiliary	
	Hydraulics, 4-in-1 Front Bucket, Rear Auxiliary Hydraulics, Backhoe Hydraulic	
	Thumb, Ride Control, Comfort Steer, LH Door, Air Cloth Suspension Seat,	
	cold start dual batteries, and LED Light Package.	
	List Price	**$169,814.00**
	SourceWell (NJPA)	**(-62,831.18)**
	Freight	$1,200.00
	PDI/ Delivery	$750.00
	Total	**$108,932.82**

Additional Information:

If you have any questions conerning this quote please contract:
Jimmy Cook
304-539-8475
jcook@stateequipment.com


580M
CASE
CASE
07/15/2013