



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 FURTHER NOTICE, MEETINGS WILL BE MADE AVAILABLE TO THE PUBLIC VIA ZOOM AND CIVICCLERK

Monday, June 1, 2020

6:15 PM

***Join via internet:**

<https://us02web.zoom.us/j/81060117859?pwd=eEJmSTI1dWR4U1FYdDJiWVdhUEFaZz09>

Password: 107236

***Join via Telephone: (312) 626-6799 or (929) 436-2866**

Webinar ID: 810 6011 7859

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

I. DISCUSSION:

- a. Approval of Previous Minutes 5-4-2020

II. RESOLUTIONS:

- a. Resolution No. 334-20 – Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division
- b. Resolution No. 335-20 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston.
- c. Resolution No. 336-20 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division
- d. Resolution No. 337-20 - Authorizing the Mayor to renew the Charleston/Kanawha County Housing Consortium

- e. Resolution No. 338-20 - Authorizing the Finance Director to amend the 2018 and 2019 Community Development Block Grant Budgets
- f. Resolution No. 339-20 - Authorizing the Mayor to submit a substantial amendment to the City of Charleston's 2019 Annual Action Plan to the U.S. Department of Housing and Community Development
- g. Resolution No. 340-20 - Authorizing the City of Charleston to amend its Citizen Participation Plan for the City's CDBG and HOME Programs
- h. Resolution No. 341-20 - Adoption of the Fiscal Year 2020-2021 Parking System Budget
- i. Resolution No. 342-20 - Adoption of the Fiscal Year 2020-2021 Coliseum & Convention Center Budget
- j. Resolution No. 343-20 - Excess Worker's Compensation Coverage Renewal
- k. Resolution No. 344-20 - Purchase of MDENT Transport Van
- l. Resolution No. 345-20 - Authorizing approval of Amendment No. 10 in the FY 2019-2020 General Fund Budget
- m. Resolution No. 346-20 - Authorizing the Mayor to enter into a Memorandum of Understanding with other participating agencies comprising the Metro Drug Enforcement Network

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., MAY 4, 2020
A/V CONFERENCE ROOM*

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., May 4, 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 meeting was made available to the public as a live stream via Zoom and CivicClerk (per the agenda).

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the April 20, 2020 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 327-20 - Authorizing the City of Charleston to amend its Citizen Participation Plan for the City's CDBG and HOME Programs. Copy of the proposed amendment of the Citizen Participation Plan is available for review at: <https://www.charlestonwv.gov/>. This is contingent upon no adverse citizen comments being received during the 30-day comment period required through the MOECD Citizen Participation Plan.

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

Authorizing the City of Charleston to adopt the amended Citizen Participation Plan for the City's CDBG and HOME Programs. Copy of the proposed amendment of the Citizen Participation Plan is available for review at: <https://www.charlestonwv.gov/>. This is contingent upon no adverse citizen comments being received during the 30-day comment period required through the MOECD Citizen Participation Plan." The amendment to the Citizen Participation Plan is the following:

Declaration of an Emergency

When a Declaration of an Emergency has been ordered by the President of the United States, or the Governor of West Virginia, the City of Charleston will follow the following process concerning public hearings and public display of plans.

If the City is unable to hold open public hearings in person, the City will be allowed to instead hold virtual public hearings through conference calls or an online video conference call platforms as long as the public is able to provide public comments during the virtual public hearing.

If the City is not able to publicly place the plans on public display at the locations referenced in the Citizen Participation Plan, the City will put the plans on the City's website (<https://www.charlestonwv.gov/>) and will also email copies of the plans to any person who will request a copy of the plans via email upon request.

If the City Council is unable to conduct an open public forum type meeting, the City then can approve the plans at a City Council meeting through an on-line virtual City Council meeting, if an in-person Council meetings are not happening because of the Emergency.

All other sections of the Citizen Participation Plan will not be amended at this time and shall remain in full force and effect.

MOECD Director, Larry Malone, added that as part of the response to the pandemic and the inability to have face-to-face meetings, the Citizens Participation Plan needs to be amended to allow for virtual meetings. He stated that the plan is embedded in the City's CDBG and HOME Programs, and outlines how the MECD will engage, interact and educate the public on the planning and use of the CDBG budget. The final public meeting was scheduled to happen in April, but will be rescheduled upon adoption of the resolution.

Councilmember Steele confirmed that the resolution is referred to Finance because of the Committee has previously approved the majority of plans and spending from the CGBD funds.

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. 327-20 approved.

- b. Resolution No. 328-20 - Authorizing the Mayor or City Manager to submit an application to the US Department of Justice, Office of Justice Programs under the Coronavirus Emergency Supplemental Funding Program for \$335,274.00 and administer the awarded funds. These funds will be utilized by the Charleston Police Department to provide overtime, equipment and supplies for the response to the spread of the Coronavirus.

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

That the Mayor or City Manager is hereby authorized to submit an application to the US Department of Justice, Office of Justice Programs under the Coronavirus Emergency Supplemental Funding Program for \$335,274.00 and administer the awarded funds. These funds will be utilized by the Charleston Police Department to provide overtime, equipment and supplies for the response to the spread of the Coronavirus.

City Manager, Jonathan Storage, added that the Bureau of Justice Assistance within the Department of Justice has authorized supplemental funding to the states and municipalities, known as Coronavirus Emergency Supplemental Funding. The funds may be used for expenses relating to the Police Department's COVID-19 response, including overtime costs, supplies for PPE and other supplies, and training. The entire State of West Virginia was allocated approximately \$1.9 million. The City of Charleston was specifically allocated \$335,274. No match is required to receive these funds.

Councilmember Hoover confirmed that the amount was allocated by the federal government based on the amount of funds available. The amount is not representative of the amount the City has or will spend due to the virus pandemic.

Councilmember Laird said there had been unclear guidance as to the use of these funds (such as using them to back fill budgets). He asked if this was expected to help soften the \$2 million anticipated loss. Storage replied that any amount will help to soften the cash flow issues. The restrictions for how the money can be used is a hinderance. For example, being able to use these funds for some of the associated overtime for police officers will lessen the amount of "exposure" the City will have using General Fund money to pay for overtime costs. The will make sure to use the proper pay codes to track that expenditure. He added that this money will not come close to filling the revenue shortfalls. Mayor Goodwin added that they have sent letters to Cabinet Secretary Dave Hardy concerning the issue of getting support to help the City recover from what it has lost.

Councilmember Jenkins confirmed that this is a pro forma application. Storage added that they will need to designate someone to be the Program Coordinator who will ensure the funds are spent in accordance with the program requirements.

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. 328-20 approved.

- c. Resolution No. 329-20 - Authorizing approval of Amendment No. 9 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. 9 in the FY 2019-2020 General Fund Budget as indicated on the attached list of accounts is approved.

Storage added that it recognizes receipt of a \$100,000 block grant from the Kanawha County Commission as part of Governor Justice's Hero Pay Block Grant initiative. According to guidance received from the County Commission, this money may be applied as a type of hazard pay to City frontline workers fighting every day to keep us safe during this pandemic. As discussed during the last Finance Committee meeting, Mayor Goodwin seeks through this amendment to match the County's grant by appropriating \$100,000 from the City's Contingency account. The funds will be allocated to employees within the Police, Fire, and Refuse Departments. Employees within those three departments will have their hourly rate of pay adjusted by May 17th and the increase will last approximately 30 days.

Councilmember Jenkins added that he was appreciative that the County decided to do this for 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. 329-20 approved.

General Fund FY 2019-2020 Budget Amendment No. 9 - May 4, 2020

Account No.	Department	Account Description	Amount
001 368 13 0000	Revenue	Contributions from Others - Kanawha Commission	(100,000)
001 699 00 000 5 598	Contingency	Contingency	(100,000)
001 700 00 000 1 103	Police Department	Salaries & Wages	76,500
001 700 00 000 1 104	Police Department	FICA	1,109
001 700 00 001 1 107	Police Department	Uniformed Pension - MPFRS	2,867
001 706 00 000 1 103	Fire Department	Salaries & Wages	89,600
001 706 00 000 1 104	Fire Department	FICA	1,299
001 706 00 001 1 107	Fire Department	Uniformed Pension - MPFRS	2,742
001 800 00 000 1 103	Refuse & Recycling	Salaries & Wages	22,000
001 800 00 000 1 104	Refuse & Recycling	FICA	1,683
001 800 00 000 1 106	Refuse & Recycling	PERS	2,200

To recognize the contribution from the Kanawha County Commission and to reallocate funds to match from the Contingency account in order to provide a hazard pay premium to Police, Fire, and Refuse department employees for 1 month.

- d. Resolution No. 330-20 - Authorizing the Mayor or City Manager to take all appropriate action to convey any and all interest the City has in property situated at 739 Central Avenue, Charleston, WV, to the Charleston Land Reuse Agency ("CLRA"), pursuant to the authority granted in West Virginia Code § 1-5-3.

whereas, the City of Charleston owns property situated at 739 Central Avenue, Charleston, WV;

Whereas, the City has no current for plans to develop or sell the property to place it into productive use and otherwise has no need for the property;

whereas, the CLRA is a public body authorized by the laws of the State of West Virginia and established by the Charleston Municipal Code to promote the productive use of property by identifying available properties suitable for public space, conservation, housing, and commercial use and pursuing the acquisition, management, inventory, and disposition of those properties according to certain priorities;

Whereas, the CLRA has identified the property situated at 739 Central Avenue as worthy and capable of suitable development;

Whereas, the CLRA Board has formally requested that the Charleston City Council convey the City's interest in the property to the CLRA so that the property may be placed into productive use for the benefit of the community;

Whereas, the CLRA will seek appropriate public input before initiating any development plans for the property and generally has a need for the property to further the purposes of the CLRA and provide benefits to the public;

Whereas, West Virginia Code § 1-5-3 permits public bodies to convey real property to other public bodies for less than fair market value, and without public auction;

Whereas, the City Council recognizes that there is a lack of need for the property in comparison to the benefit to the City if the property is conveyed to the CLRA; and

Whereas, the City Council recognizes that there is a demonstrable need for the property by the CLRA to be able to perform redevelopment services benefiting the public.

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

The Mayor or City Manager is authorized to take all appropriate action to convey any and all interest the City has in property situated at 739 Central Avenue, Charleston, WV, to the Charleston Land Reuse Agency.

City Attorney, Kevin Baker, added that the City of Charleston owns property situated at 739 Central Ave, which was received as part of a settlement of a dispute a few years ago. The City has not developed any plans to place the property back into productive use. The members of the CLRA have identified the property as worthy and capable of suitable development, and has requested that the City transfer ownership of the property to the CLRA. They plan to hold a virtual community meeting to get input from people in that area, then put the parcel out for RFP.

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. 330-20 approved.

- e. Resolution No. 331-20 - Authorizing the Mayor or City Manager to submit an application to the FEMA Assistance to Firefighter Grant Program – COVID-19 Supplemental in the amount of \$100,000 that includes the required 10% match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase N95 masks, respirators, Tyvek suits, fogger disinfecting system and respiratory equipment testing machine.

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 FEMA Assistance to Firefighter Grant Program – COVID-19 Supplemental in the amount of \$100,000 that includes the required 10% match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase N95 masks, respirators, Tyvek suits, fogger disinfecting system and respiratory equipment testing machine.

Storage added that Fire Service Organizations across the country are eligible for a share of \$100M in supplemental funding made available by the CARES Act through FEMA's Assistance for Firefighters Grant Program. The City plans to apply for \$100,000 in grant funds to purchase N95 masks, Tyvek suits, a fogger disinfecting system and respirator equipment testing machines. The grant requires a 10% match. The deadline for the application is May 15, 2020.

Councilmember Jenkins asked how the \$100,000 amount chosen. Storage replied that it was chosen based on consultation with the CFD, and based on what could conceivably be purchased in response to the COVID-19 response efforts.

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. 331-20 approved.

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.

Resolution No. 334-20

Introduced in Council:

June 1, 2020

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 334-20 – Authorizing the Mayor or City Manager to submit a grant application to
2 the Division of Administrative Services Justice and Community Services Division in the amount
3 of \$56,000 and administer any funds awarded. These funds will provide partial salary
4 reimbursement for the two Charleston Police Department Prevention Resource Officers (PRO)
5 assigned to Stonewall Jackson Middle School and Capitol High School. There is a 25% required
6 match that will be met by the un-reimbursed officer salary portion absorbed by the police
7 department's salary and wage budget.

8

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

10

11 That the Mayor or City Manager is authorized to submit a grant application to the Division of
12 Administrative Services Justice and Community Services Division in the amount of \$56,000 and
13 administer any funds awarded. These funds will provide partial salary reimbursement for the
14 two Charleston Police Department Prevention Resource Officers (PRO) assigned to Stonewall
15 Jackson Middle School and Capitol High School. There is a 25% required match that will be met
16 by the un-reimbursed officer salary portion absorbed by the police department's salary and
17 wage budget.

18

Resolution No. 335-20

Introduced in Council:

June 1, 2020

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 335-20 – Authorizing the Mayor or City Manager to enter into a Memorandum
2 of Understanding with the Kanawha County Board of Education for continued placement of
3 three Prevention Resource Officers at schools in Charleston – Stonewall Jackson Middle School,
4 Capitol High School and George Washington High School.

5

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

7

8 That the Mayor or City Manager is authorized to enter into a Memorandum of Understanding
9 with the Kanawha County Board of Education for continued placement of three Prevention
10 Resource Officers at schools in Charleston – Stonewall Jackson Middle School, Capitol High
11 School and George Washington High School.

12

Resolution No. 336-20

Introduced in Council:

June 1, 2020

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 336-20 – Authorizing the Mayor or City Manager to submit a grant application to
2 the Division of Administrative Services Justice and Community Services Division in the amount
3 of \$112,000 and administer any funds awarded. These funds will provide partial salary
4 reimbursement for four members of the Metropolitan Drug Enforcement Network Team
5 (MDENT) from Charleston, Nitro, St. Albans and South Charleston Police Departments. There is
6 a 25% required match that will be met by the un-reimbursed officer salary portion absorbed
7 into each of those city's police salary and wage budgets.

8

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

10

11 That the Mayor or City Manager is authorized to submit a grant application to the Division of
12 Administrative Services Justice and Community Services Division in the amount of \$112,000 and
13 administer any funds awarded. These funds will provide partial salary reimbursement for four
14 members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston,
15 Nitro, St. Albans and South Charleston Police Departments. There is a 25% required match that
16 will be met by the un-reimbursed officer salary portion absorbed into each of those city's police
17 salary and wage budgets.

18

Resolution No. 337-20

Introduced in Council:

June 1, 2020

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 337-20 - Authorizing the Mayor to enter in to a Housing Consortium
2 Cooperation Agreement between The City of Charleston, The Kanawha County Commission,
3 The Town of Belle, The Town of Cedar Grove, The Town of Clendenin, the Town of Marmet, the
4 City of Nitro, the City of St. Albans, the City of Dunbar, and the City of South Charleston to
5 renew the Charleston/Kanawha County Housing Consortium.

6

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

8

9 That the Mayor is hereby authorized to enter in to a Housing Consortium Agreement between
10 the City of Charleston, the Kanawha County Commission, the Town of Belle, the Town of Cedar
11 Grove, the Town of Clendenin, the Town of Marmet, the City of Nitro, the City of St. Albans, the
12 City of Dunbar, and the City of South Charleston to renew the Charleston/Kanawha County
13 Housing Consortium.

HOUSING CONSORTIUM COOPERATION BY AND BETWEEN
THE CITY OF CHARLESTON, THE TOWN OF BELLE, THE TOWN
OF CLENDENIN, THE CITY OF DUNBAR, THE TOWN OF MARMET, THE CITY OF
NITRO, THE CITY OF SAINT ALBANS, THE CITY OF SOUTH CHARLESTON, THE
TOWN OF CEDAR GROVE, AND KANAWHA COUNTY

This **AGREEMENT** is made and entered into between the Town of Belle, Town of Clendenin, the City of Dunbar, the Town of Marmet, the City of Nitro the City of Saint Albans, the City of South Charleston, the Town of Cedar Grove, (hereinafter collectively the "Municipalities"), the City of Charleston, and the Kanawha County Commission for and on behalf of Kanawha County, a political subdivision of the State of West Virginia (hereinafter referred to as ("County").

WHEREAS, Title II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnership Program (hereinafter referred to as ("HOME"); and

WHEREAS, the HOME regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements; and

WHEREAS, the Municipalities, the City of Charleston and County have determined that obtaining funding under the HOME Program as part of a Consortium Participating Jurisdiction will increase their ability to provide safe, decent and affordable housing for their low and moderate income constituencies.

NOW THEREFORE, the parties to the AGREEMENT do hereby agree as follows:

SECTION 1 – DEFINITIONS

The definitions contained in 24 CFR Part 92, Subpart A., paragraph 92.2 are incorporated herein by reference and made a part hereof, and the terms defined in this section have the meanings given them:

- A. "Act" means Title II, of the Cranston-Gonzalez National Affordable Housing Act (Pub.L.101-625), (42 U.S.C. 12701).
- B. "HOME Program" means a procedure established for the use of funds made available from HUD through the ACT to carry out multi-year housing strategies through acquisition, rehabilitation and new construction of housing tenant-based rental assistance.
- C. "HUD" means the United States Department of Housing and Urban Development.
- D. "Housing Strategy" means the Consolidated Plan as set out in 24 CFR Part 91 and encompasses a local government's housing needs, with a focus on affordable housing for low-income families.

- E. “Regulations” means 24 CFR Part 92 HOME Investment in Affordable Housing Implementing Regulations as issued by HUD.
- F. “Member” means a unit of local government which as a signatory to this Agreement and therefore a member of the consortium for the purpose of carrying out eligible activities under 24 CFR Part 92.
- G. “Representative Member” means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purpose of this agreement. The Representative Member will assume overall responsibility for ensuring that the consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92, 91 & 92.350(a) 5; and will assume responsibility for the requirements concerning the Consolidated Plan. City of Charleston is the Representative Member.

SECTION II - PURPOSE

This Agreement is to form a CONSORTIUM of Ten (10) units of general local government geographically located for designation as a PARTICIPATING JURISDICTION under the ACT, said PARTICIPATING JURISDICTION to be known and hereinafter may be referred to as CHARLESTON/KANAWHA HOUSING CONSORTIUM.

The signatory parties agree to cooperate in undertaking, or assist in undertaking housing assistance activities under the HOME Investment Partnership Program in compliance with HUD regulations and the local Housing Strategy.

SECTION III - ADMINISTRATION

- A. The Municipalities, the City of Charleston and the County mutually agree that the City of Charleston shall act as the Representative Member for all participants in the Charleston/Kanawha Housing Consortium for the purposes of the Act. Each party shall be solely responsible for its negligence, act(s), or omissions related to its participation in the Charleston/Kanawha Housing Consortium.
- B. The Municipalities, the City of Charleston and the County mutually agree that the City of Charleston, in its role as Representative Member, shall assume overall responsibility for insuring that the Charleston/Kanawha Housing Consortium’s HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350(a)(5). It is further agreed that no member of the Charleston/Kanawha Housing Consortium will obstruct the implementation of the Consolidated Plan approved by the Consortium.
- C. The County and municipalities agree to fully participate with the City of Charleston in development and preparation of the Consolidated Plan.

- D. The City of Charleston assumes the entire cost of preparation of the Consolidated Plan.
- E. The Municipalities, the City of Charleston and the County shall participate jointly in the development of the Charleston/Kanawha Housing Consortium HOME Program. The Consortium will form a council known as the Housing Consortium Council (the “Council”). The Council shall be consisted of two (2) members appointed by the City of Charleston, two (2) members appointed by the County and two (2) members appointed by the Municipalities, for a total of six (6) appointees on the Council. The City of Charleston, the Municipalities and the County will mutually agree and appoint the Chairperson of the Council.
- F. The Council will define a strategy in sufficient detail to accommodate the collective and individual needs and priorities of any and all of the members constituting the Charleston/Kanawha Housing Consortium. The Council shall approve any Program changes or amendments’ prior to action being taken by the Representative Member’s governing body.
- G. The City of Charleston, as the Representative Member, and the County shall each be entitled to 50% of the available Home Project funding. This percentage is based upon the total Home Program Funding, less 10% administration costs and less 15% Community Housing Development Organization set-aside. CHDO activities above and beyond the minimum 15% shall be divided equally between the City of Charleston and County.

For example:	\$935,000	Total Home Allocation
	- <u>93,500</u>	Less 10% Administration costs
	\$841,500	Total Project Fund Available
	- <u>126,225</u>	Less 15% CHDO set-aside
	\$715,275	Funds to be divided between the City of Charleston and the County, i.e., \$357,637.50 for each.

Members of the consortium may elect to combine their allocations to carry out collaborative HOME activities. Any funds allocated to Members but remaining unobligated 6 months after the initial allocation date will be recaptured and redistributed by the Housing Consortium Council. Uncommitted funds will be offered to the other members for reprogramming for eligible activities in accordance with the HOME Program regulations. The final decision for distribution of these funds will be made by the Housing Consortium Council.

- H. Nothing in this Agreement will preclude the ability of the Municipalities, the City of Charleston or the County individually or jointly in applying for financial assistance under the State of West Virginia HOME Program. Furthermore, it is expressly agreed and understood that any specific projects eligible for HOME funding may be submitted to the Council by any Member, any municipality located in the County, any authority, and/or non-profit housing agency for funding under the Consortium’s annual HOME Entitlement Funds.

- I. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Charleston/Kanawha Housing Consortium as defined in the Regulations. This includes all information necessary for the Housing Strategy, the Program Description, Certifications, written agreements with subrecipients and performance reports.
- J. The City of Charleston will be responsible for the administration of any matching funds for specific eligible projects as determined by HUD.
- K. The City of Charleston will be responsible for the federal administrative funds and will allocate portions of these funds to eligible non-profits as determined by the Representative Member.
- L. Legal title to or ownership of all real and personal property, including, but not limited to, easements, acquired by virtue of the execution of or performance under this agreement is vested in City of Charleston, subject to Charleston City Council approval and so long as said property is vested in a manner consistent with state and local law.
- M. If any party terminates this agreement in whole or in part, all completed and incomplete portions of the project will become the property of the City of Charleston, subject to Charleston City Council approval and so long as said property is vested in a manner consistent with state and local law, and disposition or completion of the uncompleted portions of the project will become the responsibility of the City of Charleston so long as appropriate federal funds are available for said completion or other disposition.
- N. This agreement shall be in effect for a period of three (3) fiscal years subject to the renewal for any additional period of time needed to complete all phases of the project, each of which renewal periods shall be limited to three (3) fiscal years, provided that, in addition to the right on non-renewal, any party hereto shall have the right to terminate this agreement on any 12-month anniversary of the date of this agreement by giving to the other parties 30 days written notice of such termination. The members of the consortium provide that the consortium will automatically be renewed for participation in successive three-year qualification periods. The Consortium Agreement must, at a minimum, remain in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities. No Consortium member may withdraw from the agreement while the agreement remains in effect. The representative member will notify each member of the Consortium in writing of its right not to participate for the successive three-year qualification period. The Consortium will adopt any amendment to the agreement to incorporate changes necessary to meet the requirements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period.
- O. The Representative Member will be responsible to amend the Consortium Agreement on behalf of the entire Consortium to add new members to the Consortium.
- P. Each Member shall:

- (1) Provide information required for the preparation of the Consolidated Plan.
- (2) Assist with the preparation of all required plans and reports, as needed.
- (3) Obtain all local legislative and executive approvals.
- (4) Maintain a copy of all required project documentation and make said documentation available for review by HUD and/or the Representative Member. The City of Charleston being the Representative Member shall maintain all original documentation for purposes of HUD review.

Q. The Representative Member shall:

- (1) Provide staff to manage the preparation, public hearing, and submission of the Consolidated Plan.
- (2) Provide staff to manage the preparation and submission of the HOME Program Description and its administration.
- (3) Prepare and submit all required notices, plans and performance and other reports as required by HUD.
- (4) Ensure that all HUD requirements are met both in the overall administration and in project administration.
- (5) Prepare guide form contracts, agreements, etc., for use by the Members.
- (6) Review, approve, and execute Project Funding Agreements for each project.
- (7) Monitor Members to ensure that they are complying with program requirements.
- (8) Take full responsibility for all federal requirements for its projects including:
 - (a) documentation of project eligibility,
 - (b) completing environmental reviews,
 - (c) ensuring labor compliance,
 - (d) negotiating and executing any required written agreements with any subrecipient or contractor receiving HOME assistance.
 - (e) ensuring post-completion compliance (e.g., housing affordability),
 - (f) and any other administrative requirements mandated by law or regulation.
- (9) Establish, account for, and maintain local HOME Investment Trust Fund account (including federal drawdowns and program income, contributions, etc.).
- (10) Process drawdowns from the Treasury Account (funds received within 48 to 72

hours).

- (11) Process payment requisitions approved by Member and disburse funds from the Local Account to the member and/or to their designated contractors.
- (12) Accept and account for contributions and payments and other program income to the local trust fund account.
- (13) Service HOME loans.
- (14) Supervise closeout of each annual grant.
- (15) Take responsibility for all aspects of project planning, design, construction, and program implementation.
- (16) Draft project funding agreement for each project and execute following approval.
- (17) Prepare and process a Project Start-Up Report, when a project has cleared required reviews and the project is ready for commitment.
- (18) Establish and maintain project budgets.
- (19) Process requisitions.
- (20) Receive payment and pay subrecipients or contractors or authorize direct payment to contractors.

R. The Housing Consortium Council shall

1. Define a strategy based on the needs of the Members.
2. Establish priorities for the use of the HOME funds.
3. Reallocate funds that remain in the HOME grant that have not been obligated after 6 months of the initial allocation date.
4. The Council will advise on the eligibility and feasibility of specific projects and ensure that any required matching funds for specific projects are provided.
5. Ensure that the program year start date for the consortium is on the same program year as the Community Development Block Grant (CDBG), which is July 1, thus ensuring there are no conflicting funding cycles.

SECTION IV - AFFIRMATIVE MARKETING POLICIES AND PROCEDURES

Statement of Policy:

In accordance with the Charleston/Kanawha Housing Consortium commitment of non-discrimination and equal opportunity in housing, the Charleston/Kanawha Housing Consortium has established procedures to affirmatively market units rehabilitated for assigned under the HOME Investment Partnerships Program. These procedures are intended to further the objectives of Title VIII of the civil Rights Act of 1968 and Executive Order 11063.

The Charleston/Kanawha Housing Consortium believes that individuals of similar economic levels in the same housing market area should have available to them a like range of housing choices regardless of their race, color, religion, sex, familial status, handicap or national origin. Individuals eligible for public housing assistance or who have minor children should have available a like range of housing choices.

The Charleston/Kanawha Housing Consortium will carry out this policy through affirmative marketing procedures designed for the HOME Investment Partnerships Program.

Responsibility for Informing the Public Potential Tenants and Owners about Federal Fair Housing Laws and Affirmative Marketing Policies:

The Charleston/Kanawha Housing Consortium will inform the Public, Potential Tenants and Owners about its fair housing and affirmative marketing policy in the following manner:

1. Information regarding the policy will be included in all materials prepared by the Charleston/Kanawha Housing Consortium for program marketing, including press releases, advertising, program brochures, and application packages. The Equal Housing Opportunity logotype and slogan will be used in all printed information.
2. The Charleston/Kanawha Housing Consortium will sponsor an "Owner's Workshop" to discuss procedures and program requirements, including the affirmative marketing policy. Participating Owners shall be advised orally and in writing of this policy.
3. Provide information sheets to tenants of buildings to be rehabilitated through the HOME Program, including information on this policy and their rights under the Fair Housing Laws.
4. The Owners shall comply with the requirements of Title VI and title VIII of the civil Rights Acts of 1964 and 1968, respectively, which provide that (1) no person is to be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving financial assistance hereunder, and (2) no person shall discriminate in the sale or rental of housing, the financing of housing, or the provision of services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, handicap, or national origin.

5. The Owner shall not discriminate against any person because of their eligibility for housing assistance or because of the fact that they have minor children in the household.
6. The Owner shall maintain and provide to the Charleston/Kanawha Housing Consortium information on the racial, ethnic and gender characteristics of:
 - a. Tenants occupying units before rehabilitation:
 - b. Tenants moving from and, initially after rehabilitation, to completed units; and
 - c. Applicants for tenancy within 90 days following completion of rehabilitation. Owner may, at his sole discretion, maintain this information on applicants following this initial 90 day period to demonstrate compliance with this policy.
7. The Owner shall maintain appropriate records to document his good faith effort to affirmatively market units as required by this policy, including, but not limited to, copies of advertisements, special notices, etc.

ASSESSMENT AND CORRECTIVE ACTION:

The effectiveness of the affirmative marketing will be assessed as follows:

1. The Charleston/Kanawha Housing Consortium will review information required to be maintained by the Owner in Part 6 and 7 above. If the required steps were taken, the Charleston/Kanawha Housing Consortium will determine that good faith efforts have been made.
2. Where there is evidence that the Owner has failed to take appropriate actions as called for above, including receipt of complaints by prospective tenants regarding discriminatory actions by the Owner, the Charleston/Kanawha Housing Consortium will proceed to contact the Owner to investigate the nature of the complaint, actions taken by the Owner, and corrective actions to be taken by the Owner in marketing the next available unit. The consortium reserves the right to require additional affirmative marketing procedures from those described above if determined necessary to achieve a good faith effort by Owner.
3. The Charleston/Kanawha Housing Consortium shall at least annually examine whether or not persons from a variety of racial and ethnic groups in the market area applied for or became tenants of units that were affirmatively marketed. If such groups are not represented at least proportionally to their presence in the market area, the Charleston/Kanawha Housing Consortium will review this policy to determine what changes, if any, will make the policy more effective in reaching these groups.

SECTION V - TERMS OF THE AGREEMENT

- A. This agreement shall remain in full force and effect from the date of execution and approval by HUD for the period necessary to carry out all activities that will be funded. Provided that the Charleston/Kanawha Housing Consortium qualifies as a participating jurisdiction under the HOME Investment Partnerships Program. The program start date for the Consortium and all units of local government that are members of the Consortium shall coincide with the same program year for the Community Development Block Grant, HOME, Emergency Shelter Grant and the HOPWA programs.
- B. This agreement may be executed in counterparts, such parts together constituting one whole original document, and a facsimile of a party's signature shall be deemed and comprise an original signature for all purposes hereof.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 20____.

THE CITY OF CHARLESTON

Mayor, City of Charleston

KANAWHA COUNTY COMMISSION

for and on behalf of Kanawha County, a political
subdivision of the State of West Virginia

President, Kanawha County Commission

THE TOWN OF BELLE

Mayor, Town of Belle

THE CITY OF CHESAPEAKE

Mayor, City of Chesapeake

THE TOWN OF CLENDENIN

Mayor, Town of Clendenin

THE CITY OF DUNBAR

Mayor, City of Dunbar

THE TOWN OF EAST BANK

Mayor, Town of East Bank

THE TOWN OF GLASGOW

Mayor, Town of Glasgow

THE TOWN OF HANDLEY

Mayor, Town of Handley

THE TOWN OF JEFFERSON

Mayor, Town of Jefferson

THE TOWN OF MARMET

Mayor, Town of Marmet

THE CITY OF NITRO

Mayor, City of Nitro

THE TOWN OF PRATT

Mayor, Town of Pratt

THE CITY OF SAINT ALBANS

Mayor, City of Saint Albans

THE CITY OF SO. CHARLESTON

Mayor, City of So. Charleston

THE CITY OF MONTGOMERY

Mayor, City of Montgomery

THE TOWN OF CEDAR GROVE

Mayor, Town of Cedar Grove

**OFFICE OF THE ATTORNEY GENERAL
STATE OF WEST VIRGINIA**

Office of Attorney General
State of West Virginia

Resolution No. 338-20

Introduced in Council:

Adopted by Council:

June 1, 2020

Introduced by:

Referred to:

Joseph Jenkins

Resolution No. 338-20 - Authorizing the Finance Director to amend the 2018 and 2019 Community Development Block Grant Budgets as indicated on the accounts listed below. This is contingent upon no adverse citizen comments being received during the 5-day comment period required through the MOECD Citizen Participation Plan.

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

That the Finance Director is hereby authorized and directed to amend the 2018 and 2019 Community Development Block Grant Budgets as indicated on the accounts listed below:

AMENDMENT TO THE 2018 and 2019 CDBG BUDGETS

PROJECTS TO BE CANCELLED – FUNDS MOVED TO CONTINGENCIES:

009-018-00-002-0-999	Mel Wolf CDC Renovations	(11,659.24)	
009-018-00-002-0-999	Roark Sullivan Lifeway Ctr Ren.	(2,097.20)	
009-018-00-199-0-999	Contingencies		13,756.44
009-019-00-002-0-999	Roark Sullivan Lifeway Ctr Ren.	(10,000.00)	
009-019-00-002-0-999	Smith Street Station Renovations	(10,000.00)	
009-019-00-002-0-999	Mel Wolf CDC Renovations	(10,000.00)	
009-019-00-059-0-999	Roosevelt Community Center	(2,500.00)	
009-019-00-059-0-999	Slack Plaza Park	(150,000.00)	
009-019-00-199-0-000	Contingencies		182,500.00

NEW PROJECTS – FUNDS TRANSFERRED FROM CONTINGENCIES:

009-018-00-199-0-999	Unprogrammed Funds	(113,200.70)	
009-019-00-002-0-999	Sojourners Hot Water Tanks		45,000.00
009-019-00-054-0-999	Fire Station #2 Roof		68,200.70
009-019-00-199-0-999	Unprogrammed Funds	(166,799.30)	

1	009-019-00-054-0-999	Fire Station #2 Roof	11,799.30
2	009-019-00-059-0-999	Skate Park	150,000.00
3	009-019-00-013-0-999	HVAC Study P & R	5,000.00

4

5

6 The city proposes to cancel CDBG funding for the Slack Plaza Park, the 2018 and 2019 CDBG-
7 funded city-owned buildings, Roosevelt Center Parks and Rec activity and re-allocate CDBG funds
8 for the replacement of the roof at Fire Station #2, replacement of industrial sized hot water heaters at
9 the YWCA Sojourners shelter, development of a skate park and an HVAC study for North
10 Charleston Community Center and the MLK Center.

11

Resolution No. 339-20

Introduced in Council:

Adopted by Council:

June 1, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 339-20 - Authorizing the Mayor to submit a substantial amendment to the City
2 of Charleston's 2019 Annual Action Plan to the U.S. Department of Housing and Community
3 Development. The amendment will include \$892,222 in Community Development Block Grant
4 CV (CDBG-CV) funds, made available by the CARES Act. Further authorizing the Mayor to sign all
5 required forms and certifications related to the CDBG-CV amendment. Funds will be used for
6 activities as indicated below.

7 This is contingent upon no adverse citizen comments being received during the 5-day comment
8 period required through the MOECD Citizen Participation Plan.

9

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

11

12 That the Mayor is hereby authorized to submit a substantial amendment to the City of
13 Charleston's 2019 Annual Action Plan to the U.S. Department of Housing and Community
14 Development. The amendment will include \$892,222 in Community Development Block Grant
15 CV (CDBG-CV) funds, made available by the CARES Act. Further authorizing the Mayor to sign all
16 required forms and certifications related to the CDBG-CV amendment. Funds will be used for
17 activities as indicated below.

18

19 Funds may be used for the following activities:

20 **Economic Development-** activities to prevent job loss for low- and moderate-income workers;
21 stabilize micro-businesses that provide medical, food delivery, cleaning, and other services to
22 support home health and quarantine.

23 \$250,000

24 **Family Relief Funds** - activities to provide one-time or short-term (no more than three months)
25 emergency payments on behalf of individuals or families, in response to COVID-19. Examples
26 include utility payments to prevent cutoff of service, and rent/mortgage payments to prevent
27 eviction..

28 \$250,000

29 **Public Service** - activities to assist homeless and low- to- moderate income individuals or
30 households in response to Covid-19.

31 \$213,778

32 **General Administration** – Costs incurred for the general management, oversight, and
33 coordination of the CDBG-CV grant funds.

34 \$178,444

Resolution No. 340-20

Introduced in Council

Adopted by Council:

June 1, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 340-20 - Authorizing the City of Charleston to amend its Citizen Participation Plan for the City's CDBG and HOME Programs. Copy of the proposed amendment of the Citizen Participation Plan is available for review at: <https://www.charlestonwv.gov/>. This is contingent upon no adverse citizen comments being received during the 5-day comment period required through the MOECD Citizen Participation Plan.

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

Authorizing the City of Charleston to adopt the amended Citizen Participation Plan for the City's CDBG and HOME Programs. Copy of the proposed amendment of the Citizen Participation Plan is available for review at: <https://www.charlestonwv.gov/>. This is contingent upon no adverse citizen comments being received during the 5-day comment period required through the MOECD Citizen Participation Plan." The amendment to the Citizen Participation Plan is the following:

Declaration of an Emergency

When a Declaration of an Emergency has been ordered by the President of the United States, or the Governor of West Virginia, the City of Charleston will follow the following process concerning public comment periods for substantial amendments, Consolidated Plans and Annual Action Plans:

- A summary of any substantial amendment will be published in local, general circulation newspapers, followed by no less than a 5-day public comment period, reduced from the 30-day comment period, which will be defined in the public notice.*
- All comments will be considered. In the event that adverse comments are received during the 5-day comment period, the amendment must be presented at the next meeting of Charleston City Council's Finance Committee for action. A summary of all comments pertaining to amendments including comments not accepted and the rationale for their rejection will be included in the annual performance report.*

All other sections of the Citizen Participation Plan will not be amended at this time and shall remain in full force and effect.

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Citizen Participation Plan

Charleston, West Virginia

Introduction –

The city of Charleston is required by law to develop and follow detailed, written policies and procedures – a citizen participation plan – to involve the public, particularly low- and moderate-income people, in developing and implementing its Consolidated Plan and its integral components – annual action plans, annual performance reports and amendments. Additionally, this plan must be published and available to the public.

The Consolidated Plan (Con Plan) is a five-year plan, describing the city's development needs, resources, priorities and proposed activities to be undertaken under certain U.S. Department of Housing and Urban Development (HUD) programs, including Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) and any additional federal grants and/or sources of federal funding.

The city of Charleston and the Charleston/Kanawha County Consortium believe involving the public is a vital part of the Con Plan process. As such, they will provide the public opportunities to participate and will consult with other public and private agencies providing assisted housing, health services, social services, child welfare agencies (regarding lead-based paint), adjacent local governments (for non-housing community development needs) and local housing authorities in planning and implementing the Con Plan.

This plan provides information on:

- Encouraging public participation, with special emphasis on involving low- and moderate-income people, particularly those living in slum and blighted areas and where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods;
- Providing the public with reasonable and timely access to local meetings, information and records relating to the City/Consortium's use of funds;
- Providing technical assistance to groups representative of low- and moderate-income people that request help in developing proposals;
- Timely responses to complaints and grievances.

Encouraging Public Participation –

The law (24 CFR 91.105) requires the citizen participation plan to provide for and encourage public involvement, emphasizing participation by low- and moderate-income people – especially those living in low- and moderate-income neighborhoods. This participation is to occur as the Con Plan is being developed, if and when any substantial amendments to the document are proposed and when performance is reported. Additionally, the city will encourage minorities, non-English speaking people and people with disabilities to participate by contacting groups and agencies that



represent or serve these populations. Current program documents are in English only, however, if other languages are needed, please contact the Mayor's Office of Economic and Community Development.

The city will provide information to the Charleston Housing Authority to ensure that residents of their public housing developments are informed about the entire Con Plan process and their opportunities to participate. The city will request the Housing Authority make this information available to their residents and inviting their participation.

Local Meetings-

Charleston will host, at a minimum, two public meetings each year. The first meeting will explain the city's Con Plan process, announce the funding and availability of technical assistance, solicit the public's opinions on housing and community development needs and report on program performance. A second public meeting will be held later in the program year and when the draft plan is completed to solicit comments on the strategies and proposed use of funds.

These meetings will be held at a time and place convenient to the majority of the target population – low- and moderate-income people, residents of predominantly low- and moderate-income neighborhoods and other likely to benefit from the program. Additionally, the meeting location will be within or in close proximity to a CDBG-eligible area, convenient to public transportation and accessible to people with disabilities.

Public Meeting Notices –

Notice of all public meetings will be published as display ads in local, general circulation newspapers and posted on the city's website, www.charlestonwv.gov at least 14 days prior to the meeting.

Meeting information will be emailed or sent electronically to known stakeholders, including public and private agencies providing housing assistance, health services, social services, child welfare services, economic development services, job training and employment assistances services, neighborhood organizations, the Charleston-Kanawha Housing Authority and other interested parties.

All notices will be posted to the city's website and social media. Each notice will specify the date, time, place and purpose of the meeting, as well as contact data for additional information.



Information –

Charleston will provide program and policy information to known stakeholders including the general public, public and private agencies providing housing assistance, health services, social services, child welfare services, economic development services, job training and employment assistance services, the Charleston-Kanawha Housing Authority and other interested parties. This information will include:

- The funding (grant funds and program income) the city expects to receive through the Community Development Block Grant, Home Investment Partnership, and any additional Federal Funding Initiatives or programs and the estimated amount that will benefit low- and moderate-income people;
- The range of activities that may be undertaken, as well as, activities previously funded;
- The city's process of developing the Con Plan and its components including applications that may be submitted by potential subrecipients;
- The public's role in the program; and
- Other materials as needed to inform and educate the public about the programs.

This information will be provided by email, at public meetings and on the city's website www.charlestonwv.gov.

The proposed and adopted Citizen Participation Plan, Con Plan, Annual Action Plan, as well as, substantial amendments and the performance report will be accessible to the public at no cost on the city's website www.charlestonwv.gov. Additionally, these documents will be available for review at the Mayor's Office of Economic and Community Development and the Kanawha County Public Library's main branch. A reasonable number of free copies will be available upon request from the Mayor's Office of Economic and Community Development.

A summary of the proposed Con Plan will be published in local, general circulation newspapers. The summary will describe the contents and purpose of the Con Plan and will include a list of locations where copies of the entire plan may be reviewed.

These materials will be available upon request in a form accessible to persons with disabilities.

Comments –

Comments noted at a public meeting and written or emailed comments made during the Con Plan process will be accepted by the Mayor's Office of Economic and Community Development until a specified date, typically for at least 30 days. The comment period associated with a specific activity will be published in a display ad in local, general circulation newspapers. All comments will be considered. A summary of all comments including comments not accepted and the rationale for their rejection will be attached to the final Con Plan and/or performance report, as appropriate.



No activity may be undertaken prior to the expiration of the public comment period. If adverse comments are received, they must be addressed prior to the implementation of the activity or amendment and included in the Con Plan submitted to the U.S. Department of Housing and Urban Development.

Amendments –

Amendments that fall under the definition of “substantial change” shall be subject to a 30-day public comment period. “Substantial change” shall be defined as:

- Any new activity;
- Any cancellation of budgeted activity;
- A 25 percent increase or decrease in an activity; or
- Any change in an activity’s national objective designation.

A summary of any substantial amendment will be published in local, general circulation newspapers, followed by a 30-day public comment period which will be defined in the public notice.

All comments will be considered. In the event that adverse comments are received during the 30-day comment period, the amendment must be presented at the next meeting of Charleston City Council’s Finance Committee for action. A summary of all comments pertaining to amendments including comments not accepted and the rationale for their rejection will be included in the annual performance report.

No amendment may be undertaken prior to the expiration of the public comment period.

Technical Assistance –

The Mayor’s Office of Economic and Community Development will assist organizations and individuals’ representative of low- and moderate-income people interested in submitting a proposal to obtain funding for an activity. Requests for technical assistance must be made in writing, specifying the name of the organization or individual requesting assistance, the name, address, phone number and/or email address of contact person; the nature of technical assistance requested; immediate problems and the reason for the request.

The Mayor’s Office of Economic and Community Development will determine the level and type of assistance provided. If necessary, assistance may be provided by specialists jointly selected by the Mayor’s Office of Economic and Community Development and the organization/individual requesting assistance.



Complaints and Grievances –

Substantive, written responses to written complaints and/or grievances will be provided within 15 working days of receipt, where practical.

Relocation –

The city's policy is to administer the Community Development Block, Home Investment Partnership, and all other federally designated grants and programs without displacement. In the event displacement is unavoidable, the city and/or other responsible party(s) will comply with the regulations of the Uniform Relocation Act and Section 104(d).

Access to Records –

Program information and records are available upon request at the Mayor's Office of Economic and Community Development during normal business hours. Such documents include the following:

- All mailing and promotional materials;
- Records of public meetings;
- All key documents, including prior applications, letters of approval, grant agreements, the citizen participation plan, performance reports, evaluation reports, other reports required by the U.S. Department of Housing and Urban Development, the proposed and approved application for the current year;
- Copies of the regulations and issuances governing the program; and
- Documents regarding other important program requirements, such as contracting procedures, environmental policies, fair housing and other equal opportunity requirements, and relocation provisions.

For more information about the Mayor's Office of Economic and Community Development or to submit comments about the programs:

Mail: Mayor's Office of Economic and Community Development
105 McFarland Street
Charleston, West Virginia 25301

Email: MOECD@CityofCharleston.org

Phone: (304) 348-8035

TDD: (304) 348-1085

FAX: (304) 348-0704



Declaration of an Emergency –

When a Declaration of an Emergency has been ordered by the President of the United States, or the Governor of West Virginia, the City of Charleston will follow the following process concerning public hearings and public display of plans.

- If the City is unable to hold open public hearings in person, the City will be allowed to instead hold virtual public hearings through conference calls or an online video conference call platforms as long as the public is able to provide public comments during the virtual public hearing.
- If the City is not able to publicly place the plans on public display at the locations referenced in the Citizen Participation Plan, the City will put the plans on the City's website (<https://www.charlestonwv.gov>) and will also email copies of the plans to any person who will request a copy of the plans via email upon request.
- If the City Council is unable to conduct an open public forum type meeting, the City then can approve the plans at a City Council meeting through an on-line virtual City Council meeting, if an in-person Council meetings are not happening because of the Emergency.

When a Declaration of an Emergency has been ordered by the President of the United States, or the Governor of West Virginia, the City of Charleston will follow the following process concerning public comment periods for substantial amendments, Consolidated Plans and Annual Action Plans:

- A summary of any substantial amendment will be published in local, general circulation newspapers, followed by a 5-day public comment period, reduced from the 30-day comment period, which will be defined in the public notice.
- All comments will be considered. In the event that adverse comments are received during the 5-day comment period, the amendment must be presented at the next meeting of Charleston City Council's Finance Committee for action. A summary of all comments pertaining to amendments including comments not accepted and the rationale for their rejection will be included in the annual performance report.

Resolution No. 341-20

Introduced in Council:

June 1, 2020

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 341-20 – Adopting the proposed Fiscal Year 2020-2021 Parking System budget
2 as indicated on the attached document.

3

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

5

6 The proposed Fiscal Year 2020-2021 Parking System budget is adopted as indicated on the
7 attached document.

8

City of Charleston
Municipal Budget
FY 2021
Parking System Revenue Summary

Rev. Code	Description	Actual FY 2019	Original FY 2020	FY 2020 YTD Amendments	Current FY 2020	YTD April Actual FY 2020	Estimated FY 2021
Parking Building Revenues							
Building #1 - City Service Center							
343-01-0801	Daily	1,911	-	-	-	-	-
343-01-0809	Meter - SMART - Credit Card	346	800	-	800	1,445	1,600
343-01-0810	Meter - SMART - Park Mobile	135	400	-	400	1,090	1,100
343-01-0811	Meter - SMART - Coin	2,009	750	-	750	1,255	1,400
343-01-0812	Meter - Mechanical - Park Mobile	470	400	-	400	2,822	3,200
343-01-0813	Meter - Mechanical - Coin	1,936	1,000	-	1,000	3,637	4,100
343-01-0802	Monthly	311,177	310,000	-	310,000	260,090	287,400
343-01-0805	Commercial	146,642	145,000	-	145,000	121,707	132,300
343-01-0808	Special Rates	2,350	2,500	-	2,500	4	500
	Total Building #1	466,976	460,850	-	460,850	392,050	431,600
Building #2 - Washington							
343-02-0801	Daily	19,867	20,000	-	20,000	20,255	22,800
343-02-0813	Meter - Mechanical - Coin	40	-	-	-	-	-
343-02-0802	Monthly	138,847	130,000	-	130,000	127,213	136,900
343-02-0803	Theatre Parking	11,250	12,000	-	12,000	7,500	13,700
343-02-0805	Commercial	76,004	75,000	-	75,000	64,780	68,400
343-02-0807	Theatre Override	48,672	65,000	-	65,000	44,893	45,600
343-02-0808	Special Rates	46	500	-	500	644	500
	Total Building #2	294,726	302,500	-	302,500	265,284	287,900
Building #5 - Shanklin							
343-05-0801	Daily	5,511	-	-	-	-	-
343-05-0809	Meter - SMART - Credit Card	1,192	7,500	-	7,500	7,069	7,800
343-05-0810	Meter - SMART - Park Mobile	824	2,500	-	2,500	3,034	3,400
343-05-0811	Meter - SMART - Coin	32,057	13,000	-	13,000	14,019	15,500
343-05-0812	Meter - Mechanical - Park Mobile	1,802	4,000	-	4,000	3,562	3,900
343-05-0813	Meter - Mechanical - Coin	14,455	8,000	-	8,000	6,918	7,800
343-05-0802	Monthly	173,990	175,000	-	175,000	153,945	168,800
343-05-0808	Special Rates	88,020	90,000	-	90,000	68,038	74,800
	Total Building #5	317,850	300,000	-	300,000	256,584	282,000
Building #6 - Summers							
343-05-0801	Daily	3,045	-	-	-	-	-
343-05-0809	Meter - SMART - Credit Card	3,603	14,000	-	14,000	14,991	16,400
343-05-0810	Meter - SMART - Park Mobile	3,221	10,000	-	10,000	12,241	13,500
343-05-0811	Meter - SMART - Coin	37,310	9,000	-	9,000	9,952	11,000
343-05-0812	Meter - Mechanical - Park Mobile	2,481	7,000	-	7,000	9,305	10,300
343-05-0813	Meter - Mechanical - Coin	28,289	15,000	-	15,000	11,793	12,800
343-05-0802	Monthly	531,938	530,000	-	530,000	409,210	456,300
343-05-0808	Special Rates	280	500	-	500	-	500
	Total Building #6	610,167	585,500	-	585,500	467,492	520,800
	Total Building Revenue	1,689,719	1,648,850	-	1,648,850	1,381,410	1,522,300
Other Parking Revenue							
327-01-0000	Residential Permit Parking	5,570	5,000	-	5,000	4,750	5,000
342-00-0000	Meter - SMART - Credit Card	130,123	100,000	-	100,000	87,108	95,800
342-01-0000	Meter - SMART - Park Mobile	7,902	35,000	-	35,000	57,065	63,900
342-02-0000	Meter - SMART - Coin	313,607	200,000	-	200,000	187,548	205,300
342-03-0000	Meter - Mechanical - Park Mobile	12,714	50,000	-	50,000	42,008	45,600
342-04-0000	Meter - Mechanical - Coin	207,190	150,000	-	150,000	164,774	177,900
343-03-0805	Rent - Commercial	-	-	-	-	-	-
343-10-0000	Coupons	-	-	-	-	-	-
343-11-0000	Auditorium Lot (Spec. Ev.)	5,747	4,000	-	4,000	1,222	1,400
345-00-0002	Auditorium Lot (Monthly)	7,720	7,000	-	7,000	6,890	7,300
343-15-0000	Morris Square/Morris Street	41,753	35,000	-	35,000	19,620	21,900
343-16-0000	Old Farmers Market Lot	-	-	-	-	-	-
343-12-0000	Pennsylvania Ave. Lot	-	-	-	-	-	-
343-18-0000	West Side Parking Lot	-	-	-	-	-	-
343-14-0000	Smith Street Lot	5,000	-	-	-	-	-
343-20-0000	Union Building Parking Lot	28,825	30,000	-	30,000	15,770	18,300
343-21-0000	Special Events	-	-	-	-	13,837	14,600
345-00-0000	Rents/Concessions/Leases	78,200	80,000	-	80,000	66,397	73,000
320-00-0000	Police Fines/Court Costs	5,575	10,000	-	10,000	1,060	1,400
320-03-0000	Boot Fees	1,900	2,000	-	2,000	500	900
321-21-0000	Overtime Meter Violations	110,855	180,000	-	180,000	77,103	86,700
321-22-0000	All Other Parking Violations	261,004	200,000	-	200,000	158,810	173,400
321-23-0000	Warrants Payment Plan	-	-	-	-	-	-
321-24-0000	Bagged Meter Fees	-	-	-	-	1,485	1,400
381-00-0000	Reimbursements	-	-	-	-	-	-
381-11-0000	Energy Rebates	-	-	-	-	-	-
386-00-0000	Insurance Claims	5,524	-	-	-	-	-
391-00-0000	Recycling Revenue	-	-	-	-	-	-
399-00-0000	Miscellaneous Revenue	17,410	2,000	-	2,000	17,121	1,800
	Total Other Revenue	1,246,619	1,090,000	-	1,090,000	923,068	995,600
	Total Operating Revenue	2,936,338	2,738,850	-	2,738,850	2,304,477	2,517,900

City of Charleston
Municipal Budget
FY 2021
Parking System Revenue Summary

Rev. Code	Description	Actual FY 2019	Original FY 2020	FY 2020 YTD Amendments	Current FY 2020	YTD April Actual FY 2020	Estimated FY 2021
Non-Operating Revenue							
322-00-0085	Transfers from Other Funds	7,720			-		-
365-00-0000	Federal Grants	-			-		-
380-00-0000	Interest on Investments	95,274	90,000		90,000	61,273	68,400
380-00-0001	Interest on MBC deposits	21,149	20,000		20,000	14,274	-
399-05-0000	Cash Over/Short	-			-	(20)	-
379-00-0000	Gain/(Loss) Sale of Assets	20			-		-
Total Non-Operating Revenue		124,163	110,000	-	110,000	75,527	68,400
Total Parking System Revenue		3,060,501	2,848,850	-	2,848,850	2,380,005	2,586,300

**City of Charleston
Municipal Budget
FY 2021**

Fund 406 Parking System Revenue Fund
Department 571 Parking
Unit 00 Administration

Full Time Employees	20
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Expense Object	FY 2019 Actual	FY 2020 Original	FY 2020 YTD Amend.	FY 2020 Current	FY 2020 YTD April Actual	FY 2021 Proposed
Personal Services						
000-1-103 Salaries & Wages	622,122	661,563		661,563	506,063	777,321
000-1-104 FICA	44,543	50,610		50,610	36,643	59,465
000-1-105 Medical & Life Insurance	234,396	243,710		243,710	117,514	183,180
000-1-106 PERS	57,975	61,056		61,056	47,707	72,632
000-1-111 Dental & Optical Insurance	18,812	8,390		8,390	10,464	9,500
000-1-112 Employee Insurance Cont.	(39,186)	(36,223)		(36,223)	(26,554)	(44,200)
000-1-113 OPEB - Current	40,000	40,000		40,000	-	40,000
Total Personal Services	978,663	1,029,106	-	1,029,106	691,837	1,097,898
Contractual Services						
000-2-211 Telephone	11,695	15,000		15,000	10,167	15,000
000-2-213 Utilities	167,988	200,000		200,000	120,261	200,000
000-2-214 Travel	1,681	1,000		1,000	-	1,000
000-2-215 Mtce & Repair - Bldg/Ground	85,091	46,000		46,000	37,879	75,000
000-2-216 Mtce & Repair - Equipment	15,708	25,000		25,000	5,216	10,000
000-2-217 Mtce & Repair - Auto/Truck	2,299	9,700		9,700	11,302	9,700
000-2-218 Postage	3,080	5,000		5,000	614	5,000
000-2-219 Building & Equipment Rent	33,982	33,000		33,000	32,205	50,000
000-2-221 Training	564	1,000		1,000	695	1,000
000-2-222 Dues & Subscriptions	240	750		750	740	750
000-2-223 Professional Services	245			-	336	500
000-2-226 Insurance - WC & UC	15,552	17,495		17,495	9,406	19,540
000-2-227 Insurance - Liability	88,038	92,000		92,000	66,671	52,000
000-2-230 Contracted Services	265,121	275,799		275,799	171,962	275,000
000-2-232 Bank Fees	1,827	2,500		2,500	837	2,500
001-2-232 Electronic Meter Fees	36,703	55,000		55,000	20,915	55,000
Total Contractual Services	729,813	779,244	-	779,244	489,205	771,990
Commodities						
000-3-341 Materials & Supplies	52,958	50,000		50,000	25,113	50,000
000-3-343 Gas, Oil & Tires	6,083	8,000		8,000	3,565	8,000
000-3-345 Uniforms	3,250	7,500		7,500	4,961	5,000
Total Commodities	62,291	65,500	-	65,500	33,639	63,000
Capital Outlay						
000-4-458 Equipment Purchase	15,064	75,000		75,000	70,601	120,000
Total Capital Outlay	15,064	75,000	-	75,000	70,601	120,000
Contributions & Other						
000-5-566 Contributions to Other Funds	713,000	900,000		900,000	-	533,412
Total Contributions & Other	713,000	900,000	-	900,000	-	533,412
Total Parking	2,498,831	2,848,850	-	2,848,850	1,285,282	2,586,300

**City of Charleston
Municipal Budget
FY 2021**

Fund 406 Parking System Revenue Fund
Department 571 Parking
Unit 00 Administration

Authorized Full Time Positions & Salary Schedule

FY 2020 Current Approved			FY 2021 Proposed		
Title	FLSA/Paygrade	FTE	Title	FLSA/Paygrade	FTE
Director Parking Operations	E/119	1	Director Parking Operations	E/119	1
Lead Parking Technician	N-OT/107	1	Meter Mntce. & Clct. Crew Ldr.	N-OT/109	1
Lead Maintenance Worker	N-OT/107	1	Maintenance Crew Leader	N-OT/109	1
Lead Parking Enforcement Speciali	N-OT/107	1	Office Support Specialist	N-OT/107	4
Parking Technician	N-OT/105	9	Maintenance Worker	N-OT/107	1
Meter Maintenance	N-OT/105	1	Meter Mntce. & Collections Spec.	N-OT/107	1
Parking Collection & Support Tech.	N-OT/105	4	Parking Enforcement Specialist	N-OT/107	1
			Parking Enforcement Technician	N-OT/105	4
			Security Custodian	N-OT/105	4
			Parking Technician	N-OT/105	2
		Total 18			Total 20

FY 2020 Current Approved		FY 2021 Proposed	
Pay Type	Amount	Pay Type	Amount
Elected Wages & Salaries	-	Elected Wages & Salaries	-
Regular Wages & Salaries	594,563	Regular Wages & Salaries	709,521
Irregular Part Time (IPT)	51,000	Irregular Part Time (IPT)	51,000
Overtime	16,000	Overtime	16,800
Tool Allowance	-	Tool Allowance	-
Total	661,563	Total	777,321

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2021				FY 2022	FY 2023
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
606	Maintenance Vehicle	30,000					
607	Maintenance Vehicle	30,000					
609	Maintenance Vehicle	30,000					
613	Maintenance Vehicle	30,000					
Total		120,000	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2021.

Resolution No. 343-20

Introduced in Council:

Adopted by Council:

June 1, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 343-20 – Authorizing the Mayor or City Manager to renew an excess workers’
2 compensation insurance policy with Safety National for \$226,065.56 based on the results of a
3 competitive insurance quote review process. The effective date of the policy will be from July
4 1, 2020 through June 30, 2021.

5

6

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

8

9 The Mayor or City Manager is authorized to renew an excess workers’ compensation insurance
10 policy with Safety National for \$226,065.56 based on the results of a competitive insurance
11 quote review process. The effective date of the policy will be from July 1, 2020 through June
12 30, 2021.

13

1864 10 0519 (XWC)

ENDORSEMENT

SELF-INSURED RETENTION PER OCCURRENCE

Effective 12:01 A.M., Local Time, DEFAULT DEFAULT, DEFAULT

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

DECLARATIONS:

- (a) Self-Insured Retention Per Occurrence for Presumptive Loss to any Employee classified under class code XXXX: \$
- (b) Self-Insured Retention Per Occurrence for All Other Employees: \$

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. DEFAULT, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to DEFAULT, ET AL, dated DEFAULT DEFAULT, DEFAULT. Endorsement No. 1864 10 0519 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION

President

Secretary

1865 00 0319 (XWC)

ENDORSEMENT

DEFINITION OF PRESUMPTIVE LOSS ENDORSEMENT

Effective 12:01 A.M., Local Time, DEFAULT DEFAULT, DEFAULT

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

Presumptive Loss shall mean those amounts the EMPLOYER is legally responsible to pay related to any Employee that is afforded protection under any presumptive disability statute or other regulation that:

- a. Considers cancers and/or heart and/or lung and/or infectious diseases as work related;
- b. Does not require the traditional burden of proof customarily needed by a claimant to assert the claim;
- c. Establishes compensability under Workers' Compensation laws whether or not an award is officially rendered by a Workers' Compensation court or tribunal.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. DEFAULT, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to DEFAULT, ET AL, dated DEFAULT DEFAULT, DEFAULT. Endorsement No. 1865 00 0319 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION

President

Secretary

Excess Workers' Compensation Insurance Quotation

City of Charleston

7-1-2020/2021 Renewal

CONTRACT TERMS	EXPIRING 2018-2019	EXPIRING 2019-2020	SAFETY - 1 YR QUOTE 2020-2021	SAFETY - 1 YR QUOTE 2020-2021 (\$500K Loss Limit)	MIDWEST - 1 YR QUOTE 2020-2021	SAFETY – 2 YR QUOTE 2020-2021 – not bindable **	SAFETY - 2 YR QUOTE 2020-2021 (\$500K Loss Limit) - not bindable **
Based on Annual Payroll of:	\$36,937,643	\$36,775,377	\$35,031,048	\$35,031,048	\$35,031,047	\$35,031,048	\$35,031,048
Employer's Liability Limit	\$1,000,000 Per Occurrence and Aggregate	\$1,000,000 Per Occurrence and Aggregate	\$1,000,000 Per Occurrence and Aggregate	\$1,000,000 Per Occurrence and Aggregate	\$1,000,000 Per Occurrence and Aggregate	\$1,000,000 Per Occurrence and Aggregate	\$1,000,000 Per Occurrence and Aggregate
Aggregate Excess Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Specific Excess Limit	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
Self-Insured Retention	\$600,000 All Other \$1,000,000 USLH	\$600,000 All Other \$1,000,000 USLH	\$600,000 All Other \$750,000 Presump * \$1,000,000 USLH	\$600,000 All Other \$750,000 Presump * \$1,000,000 USLH	\$600,000	\$600,000 All Other \$750,000 Presump * \$1,000,000 USLH	\$600,000 All Other \$750,000 Presump * \$1,000,000 USLH
Estimated Aggregate Retention	2 Year Est = \$4,402,926 (can't show as 2 one year retentions)		\$1,997,062	\$1,854,414	\$1,670,516	\$3,994,123	\$3,708,829
Loss Limitation	\$600,000 All Other \$1,000,000 USLH		\$600,000 All Other \$750,000 Presump * \$1,000,000 USLH	\$500,000	\$500,000	\$600,000 All Other \$750,000 Presump * \$1,000,000 USLH	\$500,000
Premium Rate (per \$100 Payroll)	0.6292	0.6292	0.6418	0.6418	0.4049 ***	0.6418	0.6418
Deposit Premium	\$232,412	\$231,391	\$224,829	\$224,829	\$263,989	\$224,829	\$224,829
0.55% WV Surcharge	\$1,278.27	\$1,272.65	\$1,236.56	\$1,236.56	\$1,451.94	\$1,236.56	\$1,236.56
Total Annual Premium (Incl. Tax)	\$233,690.27	\$232,663.65	\$226,065.56	\$226,065.56	\$265,440.94	\$226,065.56	\$226,065.56

5/05/2020

- * Class codes 7710 Police/7720 Fire/7705 Ambulance
- ** Safety National's two year options are currently not bindable pending internal review of all 2 year quote terms and conditions.
- *** Midwest Employers calculates their excess rate as a percentage of manual premium and Safety National bases their excess rate on payroll.

Resolution No. 344-20

Introduced in Council:

June 1, 2020

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 344-20 – Authorizing the Mayor or City Manager to purchase a new transport
2 vehicle for the Metropolitan Drug Enforcement Network Team (MDENT) from Stephens Auto
3 Center of Danville, WV, in the amount of \$31,719 as a result of a competitive bidding process.

4

5

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

7

8 The Mayor or City Manager is authorized to purchase a new transport vehicle for the
9 Metropolitan Drug Enforcement Network Team (MDENT) from Stephens Auto Center of
10 Danville, WV, in the amount of \$31,719 as a result of a competitive bidding process.

11

Purchase of MDENT Transport Van

Project No. 2020-010

Bid Opening: May 27, 2020 @ 10:30 a.m.

	Stephens Auto Center	Peach State Ford	
	PO Box 278	2076 Rockmart Hwy	
	Danville, WV 25053	Cedartown, GA 30125	
	P: (304) 369-2411	P: (256) 2047-8066	
	mballard@stephensauto.com	PeachTrucks@outlook.com	
Project Total	\$31,719.00	\$32,065.00	
Local Vendor Preference (4%)	\$30,450.24	N/A	
Project Completion		60-120 days	
Successful Bidder			

Resolution No. 345-20

Introduced in Council:

Adopted by Council:

June 1, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 345-20 – Authorizing approval of Amendment No. 10 in the FY 2019-2020
2 General Fund Budget as indicated on the attached list of accounts.

3

4

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

6

7 That Amendment No. 10 in the FY 2019-2020 General Fund Budget as indicated on the
8 attached list of accounts is approved.

9

General Fund FY 2019-2020 Budget Amendment No. 10 - June 1, 2020

Account No.	Department	Account Description	Amount
001 700 00 000 1 105	Police Department	Medical & Life Insurance	(800,000)
001 706 00 000 1 105	Fire Department	Medical & Life Insurance	(1,250,000)
001 750 00 000 1 105	Street Department	Medical & Life Insurance	(150,000)
001 754 00 000 1 105	Equipment Maintenance	Medical & Life Insurance	(100,000)
001 800 00 000 1 105	Refuse & Recycling	Medical & Life Insurance	(165,000)
001 410 00 000 1 105	City Council	Medical & Life Insurance	70,000
001 418 00 000 1 105	Accounting	Medical & Life Insurance	15,000
001 566 00 000 1 105	Public Works	Medical & Life Insurance	15,000
001 567 00 000 1 105	Public Grounds	Medical & Life Insurance	90,000
001 440 93 000 1 105	Regular Retirees	Medical & Life Insurance	400,000
001 700 93 000 1 105	Police Retirees	Medical & Life Insurance	325,000
001 706 93 000 1 105	Fire Retirees	Medical & Life Insurance	1,550,000

To adjust and reallocate various departmental expense accounts to align budgets with actual expenses for medical claims.

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

Resolution No. 346-20

Introduced in Council:

June 1, 2020

Adopted by Council:

Introduced by:

Joe Jenkins

Referred to:

Finance

1

2 Resolution No. 346-20 – Authorizing the Mayor to enter into a Memorandum of
3 Understanding (MOU) with other participating agencies comprising the Metro Drug
4 Enforcement Network Team (MDENT), consistent with Attachment A hereto, that
5 assists the Charleston area offices of the Drug Enforcement Administration, the Federal
6 Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives
7 to achieve maximum cooperation in combined law enforcement efforts to address drug
8 and related violent crime offenses in Charleston and surrounding communities. The
9 MOU is in effect for a one-year period starting July 1, 2020, and ending June 30, 2021.

10

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

12

13 The Mayor is hereby authorized to enter into a Memorandum of Understanding,
14 consistent with Attachment A hereto, with other participating agencies comprising the
15 Metro Drug Enforcement Network Team (MDENT) that assists the Charleston area
16 offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and
17 the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum
18 cooperation in combined law enforcement efforts to address drug and related violent
19 crime offenses in Charleston and surrounding communities. The MOU is in effect for a
20 one-year period starting July 1, 2020, and ending June 30, 2021.

MEMORANDUM OF UNDERSTANDING

The following agencies hereby enter into this Memorandum of Understanding (MOU) as of the date this MOU is signed by the agency's representative. The effective date of this MOU is July 1, 2020.

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

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

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

1. AHIDTA—Appalachian High Intensity Drug Trafficking Act Program
2. Control Board – The oversight board for MDENT.
3. DCJS – The West Virginia Division of Criminal Justice Services
4. Employing agency – The law enforcement agency that hired, employs, and pays the applicable salary and benefits of the law enforcement officer assigned to MDENT.
5. Federal Agencies – The Federal Bureau of Investigations, the Drug Enforcement Agency and the Bureau of Alcohol, Tobacco and Firearms.
6. Grantee – The agency that prepares, submits, and oversees administration of funding applications on behalf of MDENT. For the purposes of this MOU the grantee is the City of Charleston.
7. Local Agencies – The City of Charleston, the City of Dunbar, the City of Nitro, the City of South Charleston, the City of St. Albans, the City of Hurricane, the Kanawha County Sheriff's Department, and the Putnam County Sheriff's Department.
8. MDENT – Metropolitan Drug Enforcement Network Team
9. MOU – Memorandum of Understanding
10. Operating Account – Monies maintained in an interest-bearing account by the grantee to be used to pay expenses incurred by MDENT in pursuit of its stated purpose. These monies come from funds lawfully secured as a result of

forfeiture of money and property from drug related seizures and monies contributed to MDENT by other entities.

11. Participating agencies – All of the federal and local agencies that are parties to this MOU.
12. PCNEU – Putnam County Narcotics Enforcement Unit.
13. PCSD – Putnam County Sheriff's Department.
14. Policy Board – West Virginia Drug Policy and Violent Crime Control Policy Board.

The participating agencies agree to the following terms:

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

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

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

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

- f. Approval of officers to be assigned to MDENT from participating agencies.

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

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

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

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

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

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

- a. If any real property is purchased by one of the participating agencies on behalf of MDENT to be used as office space or any other MDENT purpose, such purchase will be paid for with Operating Account funds.

- b. Any real property so purchased, donated, or leased for the use and benefit of MDENT as office space or other MDENT use, will be maintained with Operating Account funds. The Control Board shall have the oversight and responsibility of making the timely loan, lease, or other payments on the property, paying for all repairs and improvements, utilities, taxes, fees, insurance, and all other costs associated with the real property including any improvements thereto and/or appurtenances thereof. If at any time there are insufficient funds in the Operating Account for these expenses when due, such expenses will be shared by the participating local agencies in MDENT at the time such expenses are incurred. Each local agency will be responsible and liable for an amount equal to the amount of the shortfall divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of the shortfall.
 - c. If any real property owned for the use and benefit of MDENT is sold, the proceeds shall either be used to secure other office space for MDENT or placed in the Operating Account.
 - d. If at any time MDENT is dissolved, any real property owned for the use and benefit of MDENT shall be sold. The proceeds will be placed in the Operating Account and the funds will be handled as set forth in paragraph number nine (9) of this MOU.
9. MDENT DISSOLUTION: In the event that MDENT is dissolved, the Control Board will ensure that all applicable financial responsibilities of MDENT are paid from the Operating Account. Any remaining balance in the Operating Account after all financial responsibilities are met, excluding any federal funds, shall be distributed to the local agencies participating in MDENT at the time of its dissolution. If there are insufficient funds in the Operating Account to satisfy all financial responsibilities or liabilities, any remaining financial responsibilities and liabilities will be divided among these same local agencies. The formula for the distribution of assets or liabilities shall be the total applicable amount divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of dissolution.
10. SALARY, BENEFIT, AND OVERTIME REIMBURSEMENT:
- a. Reimbursement to local agencies for officers assigned to MDENT will be made for base salary and benefits as set by the Policy Board, but such reimbursement shall not exceed \$28,000. Unless specifically authorized by grant award, reimbursement will not be made for overtime earned by officers assigned to MDENT.
 - b. Federal Agencies will not receive reimbursements, including any reimbursement for salary, benefits, or overtime.

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

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

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

period. For the term of this MOU the Policy Board has MDENT's minimum percentage at forty (40) percent. The Policy Board also permits each drug task force to establish a percentage greater than the set minimum. As of January 1, 2003, the Control Board established a minimum of fifty (50) percent of all monies secured as a result of forfeitures, after administrative costs have been removed, be held in the Operating Account to be used for day-to-day operations, with the remaining fifty (50) percent to be distributed among the local agencies as consistent with subparagraph (f.) of this paragraph eleven (11).

- f. Forfeited funds that are not processed by a Federal Agency shall be distributed as follows:
 - 1. 50% of all such non-federal forfeited funds, after payment of any administrative costs, shall be deposited in the Operating Fund. The remaining amount will be distributed to each local agency participating at the time of the seizure by dividing the total applicable amount by the number of local agency officers assigned to MDENT at the time of the seizure multiplied by the number of officers each local agency has assigned at the time of the seizure, not including any officers assigned to the Interdiction Team.
 - 2. For seizures made by the Interdiction Team, 50% of all such non-federal forfeited funds, after payment of any administrative costs, shall be deposited in the MDENT Operating Fund. The remaining amount will be distributed to each local agency which have officers assigned to the Interdiction Team at the time of the seizure by dividing the total applicable amount by the number of officers assigned to the Interdiction Team at the time of the seizure multiplied by the number of officers each local agency has assigned to the Interdiction Team at the time of the seizure.

12. PROTOCOL FOR INTERACTION WITH THE NEWS MEDIA:

- a. The Control Board shall set policy and procedures for media releases and/or press conferences.
- b. All media releases shall be made in the name of MDENT. Each release shall name all of the participating agencies.
- c. Unless special circumstances exist, individual MDENT officers will not be identified or photographed.
- d. No information about MDENT operations or individual investigations will be released to the media until approved by the official with applicable prosecutorial authority.

1. If jurisdiction involves a federal prosecution, the United States Attorney of the Southern District of West Virginia must approve any release of information to the media.
2. If jurisdiction involves a state prosecution, the Prosecuting Attorney in the county where the case will be prosecuted must approve any release of information to the media.

13. REPLACEMENT/REMOVAL OF OFFICERS ASSIGNED TO MDENT:

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

14. LIABILITY AND INSURANCE OBLIGATIONS:

- a. Each employing agency shall be solely responsible for the negligent acts, omissions, and/or wrongdoing of its officers, whether alleged or established, and for any and all claims of liability related thereto. As between the parties to this MOU, unless otherwise agreed in writing, each employing agency shall be solely responsible for defending against any claim against its officer, and for payment of any and all resulting fees, costs, or damages related thereto.
- b. Unless otherwise agreed in writing, no employing agency shall be responsible for defending against or paying for any civil liability arising out of negligent acts, omissions, and/or wrongdoing of officers or other personnel assigned to MDENT from another employing agency. For the purpose of this MOU, civil liability includes, but is not limited to, damages of any kind, attorney fees, and any and all costs and/or expenses incident to any civil lawsuit or administrative claim filed by any person, business, corporation, partnership organization, or government entity, or otherwise related to any administrative

or judicial proceeding, finding, judgment, or settlement in compromise of any claim.

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

15. PARTICIPATING AGENCIES: Effective July 1, 2020, the Task Force is composed of 23 officers as follows:

7 from Charleston Police Department

2 from St. Albans Police Department

1 from Nitro Police Department

1 from Dunbar Police Department

2 from South Charleston Police Department

1 from Hurricane Police Department

3 from Kanawha County Sheriff's Department

3 from Putnam County Sheriff's Department

1 from West Virginia State Police

1 from the US Drug Enforcement Agency

1 from Homeland Security

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

16. FUNDING TERM. For the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2020, through June 30, 2021. Subsequent contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

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

BY: _____

Amy Goodwin
Mayor (City of Charleston)

DATE: _____

BY: _____

Scott James
Mayor (City of St. Albans)

DATE: _____

BY: _____

Dave Casebolt
Mayor (City of Nitro)

DATE: _____

BY: _____

William Cunningham
Mayor (City of Dunbar)

DATE: _____

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

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

BY: _____ DATE: _____
Michael Y. Rutherford
Sheriff of Kanawha County

BY: _____ DATE: _____
Steve DeWeese
Sheriff of Putnam County

BY: _____ DATE: _____
Colonel J.L. Cahill
Superintendent WV State Police

BY: _____ DATE: _____
Mike Stuart U. S. Attorney
U.S. Attorney, Southern District of WV

BY: _____ DATE: _____
Alcohol, Tobacco, and Firearms

BY: _____ DATE: _____
Federal Bureau of Investigation