

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., SEPTEMBER 21, 2020
A/V CONFERENCE ROOM*

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., September 21, 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
Ben Adams
Brent Burton (arrived at 6:19)
Becky Ceperley
Mary Beth Hoover
Will Laird (arrived at 6:19)

*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 September 8, 2020 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 376-20 - Authorizing the Mayor or City Manager to submit an application to the WV Governor's Highway Safety Program in the amount of \$440,000 and administer any primary and supplemental funds awarded. These funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in an eight-county region for enforcement activities including DUI, seat belt, child restraint, work zone safety, distracted and aggressive driving, equipment purchases and travel/training, as well as partial reimbursement for the CPD Highway Safety Coordinator and Assistant's salaries.

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

The Mayor or City Manager is authorized to submit an application to the WV Governor's Highway Safety Program in the amount of \$440,000 and administer any primary and supplemental funds awarded. These funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in an eight-county region for enforcement activities including DUI, seat belt, child restraint, work zone safety, distracted and aggressive driving, equipment purchases and travel/training, as well as partial reimbursement for the CPD Highway Safety Coordinator and Assistant's salaries.

City Manager, Jonathon Storage, added that The Charleston Police Department is proud to be a regional coordinator for the Governor's Highway Safety Program. Under the leadership of Lieutenant John Garten in coordination with Melissa Taylor in the City Manager's Office, the City is excited at the prospect of administering \$440,000 to be used to further improve highway safety. Program activities include

- Target red light running
- aggressive and distracted driving
- DUI roving patrols and checkpoints
- Seat belt and child restrain usage checkpoints
- Work zone speeds
- Underage alcohol sales

The grant will reimburse the City up to \$36,000 for the Coordinator's salary costs and will also cover pension costs up to 8.5%. The grant will also reimburse the City up to \$21,000 for clerical support salary expenses. The majority of reimbursement funds will cover overtime expenses from the City of Charleston and participating law enforcement agencies. The Administration is excited to continue this very important grant program and recommends adoption of the resolution.

Councilmember Burton moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 376-20 approved.

- b. Resolution No. 377-20 - Authorizing the City Manager or Mayor to accept the transfer to the City of Charleston of a small parcel of real property situated adjacent to the Municipal Auditorium in the Charleston East Tax District, District Number eleven, Map three, Parcel six, from the Charleston Town Center Company, Limited Partnership, as part of the settlement of litigation, pursuant to the Deed attached hereto as Exhibit A.

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

That the City Manager or Mayor are authorized to accept the transfer to the City of Charleston of a small parcel of real property situated adjacent to the Municipal Auditorium in the Charleston East Tax District, District Number eleven, Map three, Parcel six, from the Charleston Town Center Company, Limited Partnership, as part of the settlement of litigation, pursuant to the Deed attached hereto as Exhibit A.

City Attorney, Kevin Baker, stated that that the parcel is situated behind the back of the Municipal Auditorium on Quarrier Street. He added that what looks like one, big lot is actually three parcels with the City owning two of them.

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. 377-20 approved.

DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 2020 by and between CHARLESTON TOWN CENTER COMPANY, LIMITED PARTNERSHIP, a West Virginia Limited Partnership, party of the first part, and THE CITY OF CHARLESTON, a municipal corporation organized and existing under the laws of the State of West Virginia, party of the second part.

WITNESSETH THAT, WHEREAS, Charleston Town Center Company, Limited Partnership is the owner of certain real property located in the City of Charleston, abutting Quarrier Street, being situated in the Charleston East Tax District, District Number eleven (11), Map three (3), Parcel six (6); and

WHEREAS, by Resolution No. _____, which was duly passed by the City Council of The City of Charleston on _____, a certified copy of which is attached hereto, The City of Charleston approved and authorized the acceptance of said conveyance of the property herein described; and

NOW THEREFORE WITNESSETH; that for and in consideration of the party of the first part's agreement to donate and dedicate this property to the party of the second part; the said party of the first part does hereby GRANT, CONVEY, RELEASE, REMISE AND FOREVER QUITCLAIM, without any covenants of warranty, unto the said party of the second part, all of its right, title and interest, if any, in and to that certain lot or parcel of real estate, together with the improvements thereon and the appurtenances thereunto belonging, situated in the City of Charleston, in the Charleston East District, Tax District 11, Map 3, Parcel 6, the lot hereby conveyed being bounded and described as follows:

All that certain lot of land situate in the City of Charleston, Kanawha County, West Virginia, fronting fifty-eight (58) feet on the southwest side of Brown Street [now known as Quarrier Street and described hereinafter as Quarrier Street] between Truslow and Clendenin Streets, and extending back from Quarrier Street sixty-one (61) feet, and being further bounded and described as follows: BEGINNING at an iron pin in the southwest line of Quarrier Street, 242 feet in a southeasterly direction from the south side of the curb on the east side of Clendenin Street; thence running with a line of Quarrier Street towards Truslow Street, a distance of 58 feet to an iron pin, a corner of the land formerly owned by Robson Realty Company Land, which is now owned by the City of Charleston, and at right angles to Quarrier Street in a southwesterly direction 61 feet to an iron pin; thence running in a northwesterly direction with the common back line of the lot previously owned by E. Cohen and a lot previously owned by I. E. Nichols, which is now owned by the City of Charleston, 58 feet to an iron pin; thence parallel with the second mentioned line, in a straight line, 61 feet to the place of beginning; being part of the same property which was conveyed to E. Cohen by H. L. Wehrle, by deed bearing date January 26, 1909, and of record in the Kanawha County Clerk's Office in Deed Book No. 115, at page 554; and also being the same property conveyed to Ostrin Electric Company, a corporation, by Nathan Ostrin and Eva Ostrin, his wife, by deed bearing date the 18th day of May, 1955, and recorded in said Clerk's Office in Deed Book 1134, at page 482.

And being all of the same property conveyed to Charleston Town Center Company, LTD. by deed from 213 Quarrier Corporation, and recorded in the aforesaid Clerk's office in Deed Book 2002, at page 315, described therein as Parcel III.

This conveyance is made subject to the restrictions and conditions pertaining to the use of said real estate and to the easement reservations and covenants as may be found in prior deeds of record in the chain of title.

Subject to the foregoing, the said party of the first part does hereby convey to the said party of the second part all of the property described herein "AS IS, WHERE IS."

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part and the City of Charleston do hereby declare that the transfer of property by this instrument is not subject to the State excise tax upon the privilege of transferring real estate for the reason that it is a transfer to or from the United States, the State of West Virginia, or to or from any of their instrumentalities, agencies or political subdivisions, pursuant to West Virginia Code § 11-22-1.

WITNESS the following signature and seal:

CHARLESTON TOWN CENTER COMPANY LIMITED PARTNERSHIP, a West Virginia limited partnership

By: FC QIC Charleston Town Center JV, LLC,
Its General Partner

By: FC Charleston Town Center Operator, LLC,
Its Sole Member

By: Ketan Patel
Its President and Secretary

STATE OF OHIO
COUNTY OF CUYAHOGA, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, President and Secretary of FC Charleston Town Center Operator, LLC, as the Sole Member of FC QIC Charleston Town Center JV, LLC, the General Partner of Charleston Town Center Company, Limited Partners, a West Virginia Limited Partnership, on behalf of said limited partnership.

My Commission expires: _____
[SEAL]

Notary Public

THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SURVEY AND/OR TITLE INSURANCE.
DEED CONTAINS 3 PAGES

This instrument was prepared by Joseph J. Baldwin, Assistant City Attorney, City of Charleston
501 Virginia Street East, Charleston, West Virginia 25301

- c. Resolution No. 380-20 - Authorizing the Mayor or City Manager to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables for the City of Charleston as detailed in Exhibit A attached hereto.

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

That the Mayor or City Manager is authorized to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables for the City of Charleston as detailed in Exhibit A attached hereto.

Storage added that prior to the current COVID-19 pandemic, the City had sent its recyclables to the Raleigh County Solid Waste Authority. Recognizing that such a practice may not be the most suitable long-term strategy for the City, the Administration partnered with the WVDEP to fund a recycling study to examine recycling practices holistically. Just as other facilities shut down in March, the RCSW ceased operations until just recently, leaving the City of Charleston, South Charleston, Beckley, and several county school systems without a working recycling program. The facility approached its recycling partners, including Charleston, to explain that it had been losing some \$260 per ton on recycling at the facility, and each partner would have to contribute to cover that loss. Following negotiations, the Administration was able to get the RCSWA Board of Directors to agree to certain terms to continue our partnership in a way that both allows us to almost immediately resume recycling services while also providing us with the ability to shift to other recycling solutions midstream. As proposed:

- \$175 per ton, rather than the requested \$260
- Payment will be pay as you go.
- Facility will continue to take all of the recycling products it accepted until the shutdown
- Facility will continue to accept single stream, co-mingled products
- Agreement will last until the end of the fiscal year, June 30th.

If approved, Recycling will resume as part of next week's regular refuse pickup schedule. The Administration wished to very clearly restate that this MOU is intended to be only a temporary solution as we proceed in our ongoing recycling program discussions and review.

Councilmember Adams confirmed with Storage that the City sent 657 tons of recycling to Raleigh County last year. Additionally, Charleston has a greater volume than surrounding cities. Councilmember Adams confirmed with Storage that the City is required by state code to offer a recycling program. Councilmember Adams confirmed with Storage that the City Attorney drafted the MOU.

Councilmember Jenkins confirmed with Jared Lanham, Refuse Director, that the Refuse Department was ready for the volume of recycling, as many people are likely to have been saving their recycling for several months.

Councilmember Hoover confirmed that if the resolution passes, collection will begin the following week.

Councilmember Jenkins thanked the Administration and Public Works for putting the MOU together as the recycling program has been one of the most frequent questions he has received. He added that hopefully the recycling study will find some more sustainable for the City.

Mayor Goodwin added that she has been having numerous initial conversations with other Mayors in other municipalities to hopefully move forward with a partnership.

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. 380-20 approved.

Exhibit A
MEMORANDUM OF UNDERSTANDING REGARDING
RECYCLING SERVICES FOR THE CITY OF CHARLESTON
AT THE RALEIGH COUNTY SOLID WASTE AUTHORITY

This Memorandum of Understanding ("MOU") is entered into by and between the City of Charleston, hereinafter "the City," and the Raleigh County Solid Waste Authority, hereinafter "RCSWA."

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

WHEREAS, the RCSWA is a Solid Waste Authority organized and existing under the laws of the State of West Virginia and located in Raleigh County, West Virginia; and

WHEREAS, RCSWA owns and operates a single-stream recycling facility that has accepted recyclables from the City without charging the City any fees for processing the mixed recyclables; and

WHEREAS, due to low market pricing for recyclables, RCSWA must begin charging a fee for processing mixed recyclables from the City and other large volume recyclers;

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

- A. The City agrees to pay \$175.00 per ton of recyclables taken by the City to RCSWA for processing.
- B. RCSWA agrees that during the Term of this MOU, it will continue to accept single stream recycling from the City and will continue to accept the types of recyclables it has received from the City during calendar year 2019, namely newspaper, office paper, magazines, cardboard, aluminum, tin cans, similar metals, plastic #1, and plastic #2.
- C. Each time the City takes recyclables to RCSWA, RCSWA will weigh the recyclables dropped off by the City and provide a receipt showing the weight to the City. RCSWA shall further retain a record of the weight of recyclables and provide an invoice to the City on a monthly basis, but the Parties agree that the City will issue payment on a quarterly basis.
- D. The Term of this agreement shall be for the current fiscal year, commencing on the date this agreement is executed and ending on June 30, 2021.
- E. The Parties agree to reassess the per ton price and communicate in good faith to work toward a new agreement for the following fiscal year, which runs from July 1, 2021 through June 30, 2022.
- F. Amendments. Any amendment to this MOU shall be made in writing and shall be executed by all Parties.
- G. Severability. In the event that any of the provisions of this MOU are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized on the _____ day of September, 2020.

City of Charleston

By:

Its:

Raleigh County Solid Waste Authority

- d. Resolution No. 378-20 - Authorizing approval of Amendment No. 3 in the FY 2020-2021 General Fund Budget as indicated on the attached list of accounts.

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

That Amendment No. 3 in the FY 2020-2021 General Fund Budget as indicated on the attached list of accounts is approved.

Storage added that the purpose of this budget amendment is to appropriate funds to cover out of pocket expenses the City incurs under the MOU with the RCSWA. There is \$375,000 budgeted in contingency with \$260,000 remaining.

Councilmember Adams confirmed that the price was determined based from the poundage from last year.

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. 378-20 approved.

General Fund FY 2020-2021 Budget Amendment No. 3 - September 21, 2020

Account No.	Department	Account Description	Amount
001 699 00 000 5 598	Contingency	Contingency	(115,000)
001 800 00 000 2 230	Refuse & Recycling	Contracted Services	115,000

Reallocating funds from the General fund Contingency to the Refuse & Recycling Department to pay for processing of mixed recyclables for the City.

- e. Resolution No. 379-20 - Authorizing the Mayor or City Manager to purchase an IDEMIA Automated Fingerprint Identification System (AFIS) for \$27,495 to be used by the Charleston Police Department, where the machine will replace a device originally purchased in 2009 that is reaching the end of its serviceable life. IDEMIA is a sole source provider of the LiveScan System that uses the same software processing, searching, and matching technology used by the West Virginia State Police AFIS.

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

That the Mayor or City Manager is authorized to purchase an IDEMIA Automated Fingerprint Identification System (AFIS) for \$27,495 to be used by the Charleston Police Department, where the machine will replace a device originally purchased in 2009 that is reaching the end of its serviceable life. IDEMIA is a sole source provider of the LiveScan System that uses the same software processing, searching, and matching technology used by the West Virginia State Police AFIS.

Storage added that at the request of the Charleston Police Department, the Administration recommends the purchase of an IDEMIA Automated Fingerprint Identification System to replace a device that is 11 years old and at the end of its serviceable life. The technology developed and implemented by IDEMIA is proprietary and exclusively provides software connections between the City and the WV State Police systems. Storage added that the purchase has been budgeted for.

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. 379-20 approved.

- f. Resolution No. 381-20 - Authorizing the Mayor or City Manager to purchase five (5) Air Mask Systems (self-contained breathing apparatus) for the Charleston Fire Department from Finley Fire Equipment and ten (10) spare air cylinders, at a total price of \$33,890.00. The purchase price was determined through a competitive bidding process, of which the awarded bidder qualified for local vendor preference for one year.

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

That the Mayor or City Manager is authorized to purchase five (5) Air Mask Systems (self-contained breathing apparatus) for the Charleston Fire Department from Finley Fire Equipment and ten (10) spare air cylinders, at a total price of \$33,890.00. The purchase price was determined through a competitive bidding process, of which the awarded bidder qualified for local vendor preference for one year.

Storage added that on February 18, 2020, City Council passed Resolution No. 293-20, which authorized the purchase of 10 air masks, known as self-contained breathing apparatus, for the CFD. The purchase was made through a competitive process, and the specifications specifically required the witting bidder to lock in its prices for 1 year. The Fire Department is ready to proceed with an additional purchase of air masks, and Finley Fire remains the vendor under the awarded contract. The Administration recommends the award of the purchase to Finely Fire.

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. 381-20 approved.

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.