



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, February 7, 2022
6:00 PM

CITY COUNCIL CHAMBERS, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 1-18-2022
- b. Presentation from the WV State Auditor's Office on the Transparency Website.

II. RESOLUTIONS:

- a. Resolution No. 570-21 Committee Substitute – A Resolution to adopt free Transparency tools and public website access to financial information provisioned by the West Virginia State Auditor's Office.
- b. Resolution No. 594-22 – Approving updates to the Rules, Regulation, and Operating Procedures of the Firefighters Pension and Relief Fund of the City of Charleston.
- c. Resolution No. 595-22 – Authorizing the Purchase of Pool Lift Chairs for Parks and Recreation.
- d. Resolution No. 596-22 – Authorizing approval of Amendment No. 6 of the FY 2021-2022 General Fund Budget.
- e. Resolution No. 597-22 – Authorizing the purchase of 2 Packer Trucks for the Refuse Department.
- f. Resolution No. 598-22 – Authorizing the purchase of a Fire Boat for the Fire Department.
- g. Resolution No. 599-22 – Authorizing the purchase of a Gradall for the Street Department.
- h. Resolution No. 600-22 – Authorizing the purchase of a Chipper for the Street Department.

- i. Resolution No. 601-22 – Authorizing the purchase of Black Masking Curtain for the Coliseum and Convention Center.
- j. Resolution No. 602-22 – Authorizing the creation of the Green Initiatives Fund.
- k. Resolution No. 603-22 – Authorizing the creation of the Sidewalk Improvement Program Fund.
- l. Resolution No. 604-22 – Authorizing a contract with the WV DOH for the purposes of installing and maintaining public art.

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**

MINUTES
FINANCE COMMITTEE MEETING
6:00 P.M., JANUARY 18, 2022
COUNCIL CHAMBERS, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:00 p.m., January 18, 2022.

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

Joseph Jenkins, Chair
Ben Adams
Brent Burton
Becky Ceperley
Mary Beth Hoover
Chad Robinson

Absent:
Bobby Reishman, Vice Chair

Other Councilmembers present:

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Ceperley asked for unanimous consent to dispense with the reading of the minutes for the January 3, 2022 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 585-22 – Authorizing the Finance Director to amend the 2018, 2019 and 2021 Community Development Block Grant budgets as indicated on the accounts listed below.

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, 2019 and 2021 Community Development Block Grant budgets as indicated on the accounts listed below:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
009-018-00-199-0-999	Contingencies	(4,884.37)
009-019-00-199-0-999	Contingencies	(45,115.63)
009-021-00-002-0-999	YWCA Sojourner's	50,000.00

The city proposes to allocate additional CDBG funds for the installation of a fire alarm system and miscellaneous major renovations at YWCA Sojourner's shelter (City owned building). Written comments regarding the proposed changes may be made to MOECD, 105 McFarland Street, Charleston, WV 25301; fax 348-0704 or e-mail MOECD@cityofcharleston.org until 12:00 p.m., January 18, 2022.

Finance Director, Andy Wood, added that the resolution will transfer unspent money from the 2018/2019 CDBG budget to the 2021 budget to help with renovations at the Sojourner's Shelter.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 585-22 approved.

- b. Resolution No. 586-22 – Authorizing the Mayor or City Manager to enter into a contract with West Virginia Elevator LLC to perform elevator maintenance and inspection services for City facilities at a rate of \$140.82 per hour, where the hourly price of service was determined through a competitively sourced contract with the West Virginia Department of Administration, General Services Division.

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

The Mayor or City Manager to enter into a contract with West Virginia Elevator LLC to perform elevator maintenance and inspection services for City facilities at a rate of \$140.82 per hour, where the hourly price of service was determined through a competitively sourced contract with the West Virginia Department of Administration, General Services Division.

Wood added that resolution will allow the City to use the WV State contract to perform testing and inspection services for various City operated elevators.

Councilmember Adams asked if this was always an hourly contract. Wood replied that this contract is for testing and inspection, which is different from the service contract used for repairs.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 586-22 approved.

- c. Resolution No. 587-22 – Authorizing the Mayor or City Manager to enter a contract with ETI Lighting, LLC (DBA SoundOff Signal GSA) in the amount of \$120,508.98 for the purchase and installation of various equipment for the newly purchased 2022 Charleston Police Department vehicle fleet, where the price was determined through a competitively sourced United States General Services Administration contract.

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

The Mayor or City Manager is authorized to enter a contract with ETI Lighting, LLC (DBA SoundOff Signal GSA) in the amount of \$120,508.98 for the purchase and installation of various equipment for the newly purchased 2022 Charleston Police Department vehicle fleet, where the price was determined through a competitively sourced United States General Services Administration contract.

Wood added that the resolution is to purchase lighting packages for the Police interceptors that were recently approved by Council.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 587-22 approved.

- d. Resolution No. 588-22 – Authorizing the Mayor or City Manager to submit an application to the WV Division of Administrative Services under the Project Safe Neighborhoods (PSN) grant program for the Charleston Police Department in the amount of \$134,044 and administer any funds awarded. These funds will be used to purchase cell phone download software, two years of maintenance fees on the National Integrated Ballistic Information Network (NIBIN) machine, training and camera equipment.

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 Division of Administrative Services under the Project Safe Neighborhoods (PSN) grant program for the Charleston Police Department in the amount of \$134,044 and administer any funds awarded. These funds will be used to purchase cell phone download software, two years of maintenance fees on the National Integrated Ballistic Information Network (NIBIN) machine, training and camera equipment.

Wood added that there is no match requirement for this grant.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 588-22 approved.

- e. Resolution No. 589-22 – Authorizing the Mayor or City Manager to enter into an agreement with Duncan Parking Technologies, Inc., in the amount of \$66,500.00, to refurbish the City’s existing Civic Smart parking meters hardware to be compatible with modern wireless technology.

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

The Mayor or City Manager is authorized to enter into an agreement with Duncan Parking Technologies, Inc., in the amount of \$66,500.00, to refurbish the City’s existing Civic Smart parking meters hardware to be compatible with modern wireless technology.

Wood added that the resolution will allow the Parking System to update the cellular technology within certain parking meters.

Councilmember Jenkins asked when the parking meters were first installed. Parking Director, Terri Allen, replied that they were first purchased in 2018. At the time, there was no anticipation that the technology would be obsolete so quickly, however the company is going to upgrade the hardware as well as upgrade anything else needed to these meters (coin shoots, credit card readers, etc.) with a one-year warranty.

Councilmember Adams confirmed with Allen that these meters are essentially non-functional without these upgrades. The cutoff date for the technology seems to currently be July, but could be as late as December. Originally, each meter cost about \$350. The proposed upgrades with be about \$150 per meter.

Councilmember Hoover asked if it would be reasonable to assume that these meters will need to be upgraded every few years. Allen replied that this upgrade should last for quite some time as the meters will be able to roam on 4g as well as 5g.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 589-22 approved.

- f. Resolution No. 590-22 – Authorizing the Mayor or City Manager to enter into a contract with Casto Technical Services, Inc., in the amount of \$402,000 to renovate the heating, ventilation, and air conditioning (“HVAC”) systems at the Martin Luther King, Jr. Community Center and the North Charleston Community Center, where the purchase amount was determined through a competitive bidding process.

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

The Mayor or City Manager to enter into a contract with Casto Technical Services, Inc., in the amount of \$402,000 to renovate the heating, ventilation, and air conditioning (“HVAC”) systems at the Martin Luther King, Jr. Community Center and the North Charleston Community Center, where the purchase amount was determined through a competitive bidding process. The project cost will be funded with Community Development Block Grant (“CDBG”) funds.

Wood added that it is anticipated that the new HVAC systems will be paid for with CDBG grant funds.

Councilmember Robinson asked if the Kanawha City Rec Center would be included. Wood replied that they could expect a resolution for the design work for upgrades to Kanawha City at possibly the next Council meeting.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 590-22 approved.

- g. Resolution No. 591-22 – Authorizing the Mayor or City Manager to enter into an agreement with Ozark Materials in the amount of \$33,599.50 for the City's Traffic Marking Paint, where the purchase amount was determined through a competitive bidding process.

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

The Mayor or City Manager is authorized to enter into an agreement Ozark Materials in the amount of \$33,599.50, for the City's Traffic Marking Paint, where the purchase amount was determined through a competitive bidding process.

Wood added that the resolution is for the annual purchase of traffic marking paint that is used around the City for various re-paving and re-striping projects. The prices are approximately 15% over last year's contract due to inflation.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 591-22 approved.

- h. Resolution No. 592-22 – Authorizing the Mayor or City Manager to purchase one (1) vehicle from Matheny Motor Truck Co. (DBA Matheny Ford) in the amount of \$25,166.40, where the vehicle will serve as a replacement vehicle to be used by the Metropolitan Drug Enforcement Network Team (MDENT) and titled to the Saint Albans Police Department. The purchase will be made through a competitively sourced state-wide contract.

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

The Mayor or City Manager is authorized to purchase one (1) vehicle from Matheny Motor Truck Co. (DBA Matheny Ford) in the amount of \$25,166.40, where the vehicle will serve as a replacement vehicle to be used by the Metropolitan Drug Enforcement Network Team (MDENT) and titled to the Saint Albans Police Department. The purchase will be made through a competitively sourced state-wide contract. The authorization granted in Resolution No. 576-21 is rescinded.

Wood added that the purchased vehicle will be used for MDENT. The purchase previously approved in Resolution No. 576-21 will be canceled as the previously approved vehicle was no longer available to purchase.

Councilmember Jenkins confirmed with Wood that the new price is slightly lower than the previously approved purchase (approximately \$2,000 to \$3,000).

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 592-22 approved.

III. BILLS:

- a. Bill No. 7941 – A BILL approving the issuance of a cable television franchise with Community Antenna Service, Inc., doing business as CAS (“CAS”).

WHEREAS, CAS filed an Application for a Cable Franchise to construct, operate and repair a Cable System in, over, along and under City roads and appropriate Rights-of-Way in the City of Charleston, WV (the “Application”); and

WHEREAS, CAS submitted the Application for the cable television franchise in the form required by West Virginia Code § 24D-1-1, et seq.; and

WHEREAS, the City has reviewed the Application and held public hearings on the Application, following all required procedures to consider and act upon the Application, and has considered the comments of all interested parties at a meeting of the Select Committee on Cable Franchise held on October 25, 2021, at the public hearing held on December 15, 2021, and at a meeting of the Select Committee on Cable Franchise held on January 3, 2022, as well as at meetings of the Finance Committee and City Council regarding this Bill held on January 18, 2022 (collectively, the “Public Hearings”); and

WHEREAS, the Public Hearings did not produce substantial public opposition to granting the Application to CAS; and

WHEREAS, the City believes it is in the interest of the community to approve the terms of a Franchise Agreement between the City of Charleston and CAS.

Now, therefore, be it ordained by the Council of the City of Charleston:

That with respect to and in accordance with the provisions of West Virginia Code § 24D-1-1, et seq., the City hereby approves the granting of a Cable Franchise Agreement with CAS for a period of fifteen (15) years, with said Franchise set to expire on January 18, 2037, upon the terms of the Agreement attached hereto and incorporated herein by reference.

City Attorney, Kevin Baker, added that the bill is the culmination of a long process conducted by the Select Committee on Cable Franchise. CAS is an entity based in Parkersburg, WV that has expanded its reach, and is interested in coming into Kanawha County and Charleston. The proposed franchise agreement is very similar to previous agreements. On page 3, Section 2 grants the company the right to construct, operate and repair their cable system within Charleston. The term of this agreement is for fifteen (15) years. Baker added that the build-out is anticipated to take approximately five (5) years. There are also requirements that the company have a certain amount of insurance, an anti-discrimination provision and construction standards, etc. Section 9 requires that the company have a local office near the service area. The Select Committee

suggested that the language be changed to specifically mention Kanawha County. The 5% franchise fee will be paid to the City on a quarterly basis.

Councilmember Adams, Chair of the Select Committee on Cable Franchise, added that the agreements that came out of the Committee are essentially the same agreements that have been in place for many years, with some updates. The Committee took public input by having Public Hearings. One of the main issues that they heard was that there was a lack of competition.

City Treasurer, Vic Grigoraci, requested that the bill be delayed for a short period of time to allow for an independent consultant to study cable, internet and fiber optic to get a full picture of the opportunity that is available to the City.

Councilmember Jenkins added that the cable franchise agreement is not the appropriate mechanism to address those concerns, though he does agree with making Charleston a gigabyte city. He added that any delay with CAS could deter them from coming into the City.

Councilmember Ceperley moved to approve the Bill. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Bill No. 7941 approved.

- b. Bill No. 7942 – A BILL approving the renewal of a cable television franchise with Cebridge Acquisitions, LLC, doing business as Suddenlink Communications (“Suddenlink”).

WHEREAS, Suddenlink is the present holder of a non-exclusive cable television franchise that was originally granted by the City of Charleston, WV (“City”), as set forth in Bill No. 4370 Committee Substitute, dated November 7, 1988, renewed by Bill No. 6610, as amended and adopted by Council on October 4, 1999, transferred to Cebridge Acquisitions, LLC by Bill No. 7214 as amended and adopted by Council on July 3, 2006, renewed by Bill No. 7229 Committee Substitute adopted by Council on October 2, 2006, renewed by Bill No. 7501 adopted by Council on November 21, 2011, and renewed by Bill No. 7720, adopted by Council on November 21, 2016 (collectively, the “Franchise”); and

WHEREAS, the Franchise expired on December 3, 2021; and

WHEREAS, Suddenlink submitted a request for renewal of the cable television franchise in the form acceptable under state and federal law to seek renewal via the informal process by letter dated January 4, 2019 (the “Application”); and

WHEREAS, the City has reviewed the Application and held public hearings on the proposed renewal of the franchise agreement, following all required procedures to consider and act upon the Application, and has considered the comments of all interested parties at a public hearing of the Select Committee on Cable Franchise held on June 17, 2021, at the public hearing held on December 15, 2021, and at a meeting of the Select Committee on Cable Franchise held on January 3, 2022, as well as at meetings of the Finance Committee and City Council regarding this Bill held on January 18, 2022 (collectively, the “Public Hearings”); and

WHEREAS, the Public Hearings produced opposition to Suddenlink’s internet service and customer service, but did not produce substantial public opposition to the cable service provided by Suddenlink; and

WHEREAS, the Public Hearings produced opposition to providing Suddenlink with a lengthy renewal term with public commenters requesting a one year term, but did not produce substantial public opposition to a renewal of the cable franchise agreement; and

WHEREAS, the City believes it is in the interest of the community to approve the renewal of the Franchise, and to approve the terms of a new Franchise Agreement between the City and Suddenlink.

Now, therefore, be it ordained by the Council of the City of Charleston:

That with respect to and in accordance with the provisions of West Virginia Code § 24D-1-1, et seq., and Bill No. 4370 Committee Substitute, dated November 7, 1988, Bill No. 6610, as amended and adopted by Council on October 4, 1999, Bill No. 7214 as amended

and adopted by Council on July 3, 2006, Bill No. 7229 Committee Substitute adopted by Council on October 2, 2006, Bill No. 7501 adopted by Council on November 21, 2011, and Bill No. 7720, adopted by Council on November 21, 2016, the City hereby approves the renewal of the Franchise with Suddenlink for a period of five (5) years, with said Franchise set to expire on January 18, 2027, upon the terms of the Agreement attached hereto and incorporated herein by reference. Baker added that the agreements are essentially the same, with the major exception being the length of the agreement. The renewal term for Suddenlink is five (5) years. He added that Suddenlink has consistently argued that the term should be ten (10) years to be more in line with the agreement for CAS. Baker added that he could not find any legal requirement to support that.

Councilmember Adams added that law requires that the agreements be as similar to each other as they are. The Select Committee has recommended that customer complaints are reviewed on an annual basis.

Grigoraci added that fiber optic will be needed to make Charleston a gigabyte city. He added that this is an opportunity to look at that in its totality, and asked that the bill be delayed. He added that Suddenlink has so many issues, they should not proceed until those issues have been resolved.

Councilmember Adams added that the Select Committee has the recommendations from the PSC regarding Suddenlink, which is that they impose monetary penalties on Suddenlink for their conduct. It does not have anything to do with the franchise agreement. The City can be active by holding companies accountable to their existing agreements.

Councilmember Robinson, a member of the Select Committee on Cable Franchise, added that franchise agreements are about providing more options and competition to citizens, not favoring one provider over another.

Councilmember Ceperley moved to approve the Bill. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Bill No. 7942 approved.

Councilmember Ceperley motioned to adjourn the meeting.
Meeting adjourned.



State of West Virginia

John B. McCuskey

State Auditor

Office of the State Auditor
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

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February 4, 2022

Honorable Joseph Jenkins
Chairman, Finance Committee
City of Charleston City Council
501 Virginia Street, East
Charleston, WV 25330
Joseph.Jenkins@cityofcharleston.org

RE: American Rescue Plan Act of 2021 Funds and West Virginia Checkbook

Dear Mr. Jenkins:

Thank you for inviting us to the February 7, 2022 Finance Committee and City Council meeting. We are excited to present our Project Mountaineer transparency initiative to City Council and are confident Councilmembers will see the value of the program.

I am the individual handling the aspects of the American Rescue Plan funding and the Project Mountaineer transparency initiative, so Auditor McCuskey requested I respond to your February 4, 2022 letter regarding some of the questions raised regarding the specifics of the program and support provided by our office. I have added responses to your questions below.

1. With respect to the ARPA funding, you mentioned last week that the program provided by your office will be able to prepare and generate the Federal reports necessary for this funding. Is this only available for smaller municipalities with just one or two projects? Or will this be available to the City wherein we anticipate having many projects? Is there additional work that must be completed by the municipality for each required report? In my experience, Federal reporting can be burdensome so I am cautiously optimistic that our required reporting can be automatically generated and filed through the Auditor's system.

Other than our grant application tool (discussed in item #2 below), our two software components are the tracking and the reporting mechanism. The reporting mechanism is the transparency portal software running our Project Mountaineer local government sites, of which we demonstrated at the ARP committee meeting. The data we collect from each local government will "feed" this portal for State and local aggregation.

The tracking software is a separate application; this optional component is designed for smaller governments who do not have a formal enterprise resource planning (“ERP”) / accounting system, though larger governments are welcome to use it. Some small municipalities use products such as Microsoft Excel or Intuit QuickBooks that are not designed for government accounting. Our tracking software can allow these smaller governments to track financial and additional qualitative information required by the United States Treasury’s Compliance and Reporting Guidance. Reports can be generated that aggregate and compile data in the format required by the United States Treasury. We anticipate larger governments may prefer to use their current ERP or accounting system for reporting instead of a separate system and have no objection.

Due to security requirements placed on the Treasury reporting portal, our tracking software cannot directly interface with the portal. However, the Treasury’s Compliance and Reporting Guidance provides technical details for governments who opt to upload raw data to the Treasury portal. We plan to introduce the feature to our tracking software to export data in the format required by Treasury for upload.

In any case, we anticipate our tools providing an easier and quicker reporting process to governments.

2. What additional assistance is your office providing municipalities regarding the accounting of and reporting for ARPA funds? In light of the City’s difficulty hiring a grant coordinator to oversee the City’s ARPA projects, the City has hired a national, experienced, and well-regarded firm that has experience working with the State – BDO USA, LLP – to assist the City. During Council’s debate on the resolution approving the hiring of BDO, it was represented that the services of BDO were not necessary because your office would provide those services for the City and at no charge. Can you please confirm whether that representation was correct?

The American Rescue Plan Act guidance is very broad and allows a local government wide discretion to spend ARPA funds to respond to the COVID-19 pandemic, including categories such as revenue replacement and water, sewer, and broadband infrastructure. Many municipalities and county commissions in West Virginia, particularly smaller entities, are apprehensive regarding the lack of clarity in the ARPA Final Rule produced by the United States Treasury. Counties and municipalities across the State (of all sizes) have requested our assistance with interpreting the guidance and understanding the various provisions of the American Rescue Plan Act. Our office has assisted the governments at no charge.

While we have assisted governments, many counties and municipalities have asked if we could provide absolute assurance (written or otherwise) whether a proposed expenditure from ARPA funds is eligible. We have declined to provide this assurance as it could threaten our independence with the entity and cause a conflict of interest should our office perform any future audit services for the government. That independence requirement prevents the State Auditor’s Office from managing the ARPA grant program on behalf of the government, though we have provided tools to make grant management easier. For example, we have offered a grant application tool to West Virginia governments who have invited applicants to apply for American Rescue Plan Act funding, such as Kanawha County. All governments utilizing our grant application tool are responsible for the content and adjudication of the grant applications; we simply provide technical support and administration of the software.

Our experience suggests the State Auditor's Office's support and assistance may take the place of a consultant in smaller governments where a consultant may not be necessary or appropriate, but we would not be able to perform grant management services if required.

3. Furthermore, during the debate over the hiring of BDO, it was represented that your office would annually conduct the single audit of the City and prepare the City's Comprehensive Annual Financial Report, at no charge to the City. Although I recognize your office provides this service for many municipalities across the State, it has always been my understanding that your office was not equipped to handle the size and complexity of our finances. That is why the City hires a third-party accounting firm to conduct the audit and prepare the CAFR which is a yearly expenditure of \$76,000 (plus the \$6080.00 processing fee paid directly to your office). If your office can provide this service instead, then the City can save these funds. Please confirm whether this is something your office is now equipped to handle.

After discussing with our Chief Inspector Division, the State Auditor's Office is scheduled to perform the City of Charleston's Single Audit for FY 2024. The size and complexity of the City of Charleston's finances is not an issue, but it is my understanding the City had requested our office to perform prior years' audits and our office did not have sufficient resources at the time to complete these engagements. The State Auditor's Office has performed the engagement for the City of Charleston in prior years, the most recent being FY 2011.

Unfortunately, West Virginia Code Chapter 6, Article 9 requires the Chief Inspector Division to charge payment for costs of audit services, so we would be required to bill for services rendered. Based on my understanding, the costs of this would be comparable to a third-party accounting firm. Please let me know if you would like further information on options available to you, and I will ensure our Director of the Chief Inspector Division reaches out to you.

I hope this information is helpful to the Finance Committee, Councilmembers, and the Mayor. Should you have any additional questions, please don't hesitate to reach out. My e-mail address is Anthony.Woods@wvsao.gov and my cell number is 304-415-9899.

We look forward to seeing you Monday, February 7!

Sincerely,

Anthony M. Woods, CPA
Deputy State Auditor
West Virginia State Auditor's Office

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The American Rescue Plan Act Advisory Committee

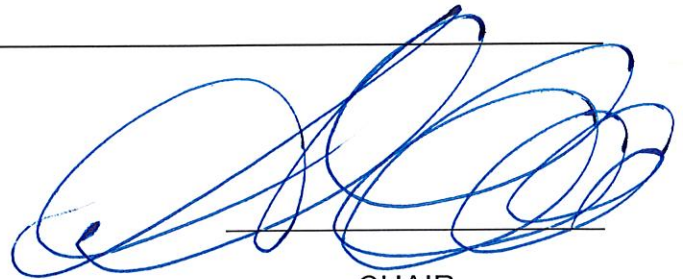
Your American Rescue Plan Act Advisory Committee

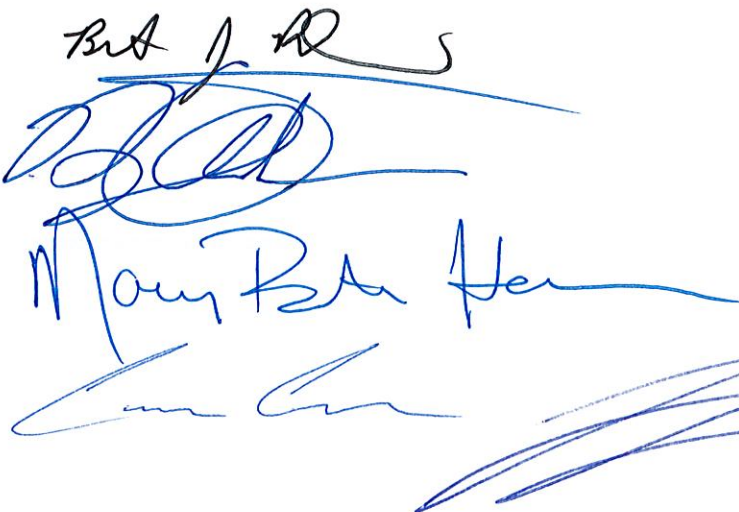
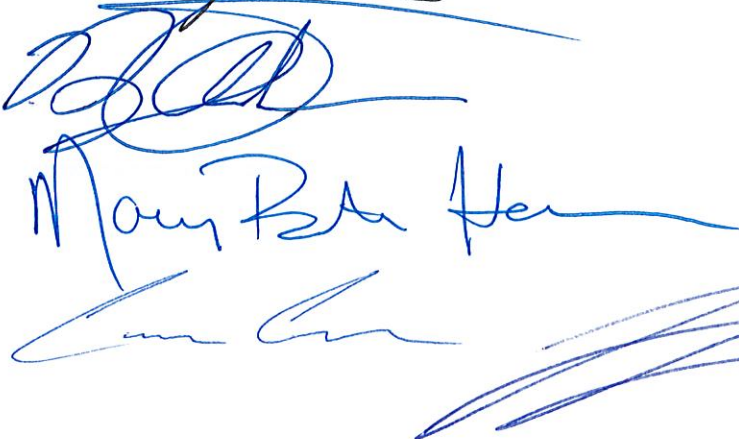
has had under consideration:

Resolution No. 570-21 – A Resolution to adopt free Transparency tools and public website access to financial information provisioned by the West Virginia State Auditor's Office in response to the ARP Funding Allocation.

and reports the same to Council with the recommendation that the
committee report be adopted.


Rebecca C. Cepulley


CHAIR


Bob J. Adams

Mountaineer


1 Committee Substitute for Resolution No. 570-21

2
3 Introduced in Council:

Adopted by Council:

4
5 December 6, 2021

6
7 Introduced by:

Referred to:

8
9 Courtney Persinger, Adam Knauff and
10 Shannon Snodgrass

ARPA Advisory Committee
and Finance Committee

11
12 Committee Substitute for Resolution No. 570-21 – Resolution to adopt free Transparency tools
13 and public website access to financial information provisioned by the West Virginia State
14 Auditor’s Office ~~in response to the ARP Funding Allocation.~~

15
16 Be it Resolved by the Council of the City of Charleston, West Virginia:

17
18 That Councilmembers and the Finance Director are hereby authorized and directed to engage
19 the West Virginia State Auditor’s Office in formulation of the City’s transparency website that
20 allows public view of city finances and allows for stakeholders to better manage and administrate
21 ~~ARPA funding from the United States Treasury~~ all City funds.

22
23 WHEREAS, effective immediately the City of Charleston City Council and all financial stakeholders
24 will begin deliberation and initiate formal communications with the State Auditor’s Office (“SAO”)
25 to understand website creation and data transfer process; and

26
27 WHEREAS, the SAO is authorized to engage the City of Charleston Finance Director and team to
28 demonstrate project outcomes, and explore Chart of Account and transaction level data transfer
29 possibilities; and

30
31 WHEREAS, the City’s Finance Director will aid the SAO in building and validating the platform and
32 website for internal and public use once extraction and data transfer occur; and

33
34 WHEREAS, the City’s Finance Director will engage the City’s Information Technology Department
35 to explore a real-time integration with the City’s accounting system; and

36
37 WHEREAS, the SAO is authorized to engage the City of Charleston City Council and all other stake
38 holders in trainings to demonstrate finished projects, and aid City Council in utilizing full-use of
39 the platform; and

40
41 WHEREAS, the SAO may conduct and demonstrate public trainings to aid citizens in
42 understanding the platform to monitor ARPA City expenses, and once completed will
43 demonstrate project outcomes to this Council; and

1 WHEREAS, the City of Charleston joins other large Cities in the State such as: Morgantown,
2 Wheeling, Fairmont, Parkersburg, Charles Town, Clarksburg and others in adopting this software
3 to better manage City finances, and to ensure accountability in Government for the citizens of
4 this City; therefore be it

5
6 RESOLVED, the City of Charleston will work collaboratively with the SAO to ensure a timely and
7 accurate product that allows the citizens of Charleston to view city finances and allows full-time
8 transparent monitoring of ARPA fund City expenses, with a proposed project deliverable date of
9 ~~02/01/22~~ July 1, 2022; and therefore be it

10
11 FURTHER RESOLVED, the City of Charleston will work collaboratively with the SAO to ensure
12 compliance with the SAO's March 17, 2021, directive regarding accounting and recordkeeping of
13 American Rescue Plan Act of 2021 ("ARPA") funds, including the use of the SAO's online ARPA
14 Reporting System for the City of Charleston's ARPA Fund, special revenue fund 073.

Resolution No. 594-22

Introduced in Council:

Adopted by Council:

February, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 594-22 – Approving updates to the Rules, Regulation, and Operating Procedures of the Firefighters Pension and Relief Fund of the City of Charleston, which were approved by the Charleston Firefighters Pension Board and are attached hereto as Exhibit A.

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

That the updates to the Rules, Regulation, and Operating Procedures of the Firefighters Pension and Relief Fund of the City of Charleston, attached hereto as Exhibit A, which were approved by the Charleston Firefighters Pension Board are hereby approved by the City of Charleston's governing body.

**RULES, REGULATIONS AND OPERATING PROCEDURES
OF THE FIREFIGHTERS PENSION AND RELIEF FUND
OF THE CITY OF CHARLESTON**

I. INTRODUCTION

The Rules, Regulations and Operating Procedures (Rules and Regulations) of the Firefighters Pension and Relief Fund for the City of Charleston, West Virginia (Fund) have been promulgated pursuant to West Virginia Code § 8-22-23. The purpose of these Rules and Regulations is to provide fair and equal treatment for all individuals who participate in the Fund (Participants). These Rules and Regulations take effect upon being adopted by majority vote of the Board of Trustees of the Firefighters Pension and Relief Fund of the City of Charleston and may not be applied retroactively. A copy of this document will be posted in a prominent place within each station of the Charleston Fire Department, and will be available to all Participants.

II. PARTICIPATION IN FUND

All Participants must meet the requirements of West Virginia Code § 8-22-16 and West Virginia Code § 8-15-17 before becoming a Participant in the Fund. Consistent with these requirements, the physical and psychological reports of all prospective probationary firefighters shall be reviewed by the Board of Trustees prior to being accepted as Participants in the Fund. The Fund shall maintain copies of the reports for all applicants who are accepted as Participants. All other reports shall be returned to the Fire Chief. Any applicant who is already receiving a disability pension from any other source at the time of their potential selection to the Charleston Fire Department shall not be accepted as a Participant in the Fund. Finally, the Board of Trustees may require a prospective participant to undergo an independent medical evaluation, paid for by the Fund, to determine if the individual meets the requirements of §§ 8-22-16 and 8-15-17.

III. APPLYING FOR BENEFITS

A. All applicants must fill out an application form in order to be eligible for any type of benefit. This application form is attached to the back of these Rules and Regulations in the Appendix as **Exhibit 1**.

B. Any benefit award which is given subsequently to an application for benefits will be made effective retroactively back to the date such application was filed with the Board of Trustees. However, if any disability applicant remains on the Department's payroll after filing an application for disability benefits, benefits shall not commence until such applicant is removed from the Department's payroll.

C. Every application for a disability benefit award must be accompanied by a report from such individual's family physician detailing the nature of the Firefighter's disability.

IV. PROCESSING CLAIMS FOR RETIREMENT BENEFITS

A. Eligibility For Retirement.

1. Once an individual has worked for the Fire Department for 20 years of honorable service, such individual is eligible for a retirement benefit. Such benefit may commence upon the individual's retirement, or upon his attaining the age of 50 years if he or she retires before obtaining such age. W.Va. Code § 8-22-25(a).

2. Once a Participant reaches 65 years old, such individual must retire. W.Va. Code § 8-22-25(d).

B. Determining a Year of Service.

1. A year of service for the purposes of calculating a retirement benefit means an entire twelve (12) month period. For example, if an individual begins work on January 1, such individual's first year of service is not completed until the following December 31.

2. Any twelve-month period spent in military service counts toward years of service for the calculation of retirement benefit amounts. W.Va. Code § 8-22-27(a)(2).

3. Any time period in which an applicant has received a temporary disability award pursuant to W.Va. Code § 8-22-23a or is absent from work due to illness lasting less than two years is counted for the purposes of determining the number of years of service. W.Va. Code § 8-22-27(a)(1).

4. Accumulated vacation and sick leaves do not count toward years of service for the calculation of retirement benefit amounts.

C. Determination of Less Than Honorable Service.

Any possible disqualification of retirement benefits for less than honorable service shall be governed exclusively by West Virginia Code §§ 5-10A-1 to 5-10A-11.

D. Definition of Salary or Compensation.

Salary or compensation means remuneration actually received. W.Va. Code § 8-22-16(d). Salary or compensation includes the base salary, overtime and other remuneration received on a regular (monthly) basis. See Craig v. City of Huntington, 371 S.E.2d 596 (W.Va. 1988). Salary or compensation does not include fringe benefit payments to third parties to pay for hospital or medical related costs or, in the case of calculation of disability benefits, lump sum payments representing the cash value of unused vacation or sick days. Id. To clarify, lump sum payments of unused vacation or sick days shall be included in the calculation of regular retirement benefits. Finally, the member's contribution shall be withheld from the lump sum payments.

E. Determination of Salary or Compensation For the Highest Three (3) Twelve (12) Consecutive Months Periods of Employment With the Department.

For the purposes of determining the amount of retirement benefit, the Board of Trustees will use the Participant's average salary or compensation received during the three twelve-consecutive month periods of employment with such department in which such member received his or her highest salary or compensation. This figure is determined by adding the salary for each twelve-month period together and dividing by three. Provided, that the remuneration received by such member during any twelve-consecutive month period utilized in determining benefits which is 20% greater than the "average adjusted salary" received by such member in the two twelve-consecutive-month periods immediately preceding such twelve-consecutive-month period utilized in determining benefits shall be disregarded. W.Va. Code § 8-22-16(d).

The "average adjusted salary" means the arithmetic average of each year's salary with an adjustment made to reflect the current salary rate. Such average adjusted salary shall be determined as follows: assuming "year-one" means the second twelve-consecutive-month period proceeding such twelve-consecutive-month period utilized in determining benefits, "year-two" means the twelve-consecutive-month period immediately preceding such twelve-consecutive-month period utilized in determining benefits, and "year-three" means the

twelve-consecutive-month period utilized in determining benefits, year-one total remuneration shall be multiplied by the ratio of year three base salary, exclusive of all overtime and other remuneration, to year one base salary, exclusive of all overtime and other remuneration, such product shall equal “year-one adjusted salary”; year-two total remuneration shall be multiplied by the ratio of year-three base salary, exclusive of all overtime and other remuneration, to year-two base salary, exclusive of all overtime and other remuneration, such product shall equal “year-two adjusted salary”; and the arithmetic average of year-one salary and year-two adjusted salary shall equal the average adjusted salary. W.Va. Code § 8-22-16(d). The year three total salary may not be used in determining the level of retirement benefits if it is more than twenty percent greater than the average “adjusted salary” from years one and two.

For example, suppose an individual was retiring December 31, 2015. This individual wants to use his or her final twelve (12) months of employment in determining the proper retirement benefits amount. Suppose further that the individual earned a base salary of fifteen thousand dollars (\$15,000.00) in 2013 (year-one) and thirty-five hundred dollars (\$3,500.00) in overtime and other remuneration actually received for total compensation of eighteen thousand five hundred dollars (\$18,500.00). Assume further that in 2014 (year-two) such individual had a base pay of sixteen thousand dollars (\$16,000.00) and received four thousand dollars (\$4,000.00) in other remuneration for a total salary of twenty thousand dollars (\$20,000.00). Finally, assume in 2015 (year-three), such individual received seventeen thousand dollars (\$17,000.00) in base pay and nine thousand dollars (\$9,000.00) in other remuneration for a total salary of twenty-six thousand dollars (\$26,000.00). The question is, could this individual use the 2015 (year three) salary of \$26,000.00 in calculating his or her “average salary received during the twelve consecutive month period of employment with the department in which such member received his or her highest salary” or is the individual prohibited from using the “year three” salary because it is more than 20% greater than the “average adjusted salary” of year one and two. Under the statute, you would multiply the year-one total remuneration, eighteen thousand five hundred dollars (\$18,500.00) by the ratio of the base salary of year-three to the base salary of year-one, ($\$17,000.00/\$15,000.00$ or $17/15$). That total, \$20,966.00, equals the year-one adjusted salary. Then, you find the year-two adjusted salary by multiplying the total compensation received in year-two (\$20,000.00) by the ratio of year-three base salary to

year-two base salary (\$17,000.00/\$16,000.00 or 17/16), which equals \$21,250.00. Then to find the average adjusted salary, you add the year-one adjusted salary (\$20,966.00) to the year-two adjusted (\$21,250.00) and divide that sum (\$42,216.00) by two, (\$21,108.00). The salary for year-three cannot be more than twenty percent (20%) greater than the average adjusted salary of years one and two. In our hypothetical situation, the total 2005 (year-three) salary cannot be used because it is too much greater than the average adjusted salary (20% of \$21,108.00 equals \$4,221.60, which means year-three salary cannot be used if it is greater than \$25,329.60). Therefore, in our example, the year-three salary would equal \$25,329.60.

The purpose of this very complicated formula is that the State Legislature does not want an individual to pile on overtime the year before retirement in order to increase his or her retirement pension. However, this formula will rarely alter the calculation of a Participant's benefits. For the most part, a person's retirement will be based on his or her average income over such individual's highest paid three years.

F. Determining the Applicable Percentage For Calculating Monthly Benefits.

1. Any individual who has worked at least 20 years of honorable service with the Department or who retires at age sixty-five is entitled to receive 60% of such individual's average annual salary as determined under section IV.E., provided that:

- a. Two additional percent will be added to the 60% for each of the first five additional years of service completed at the time of retirement in excess of 20 years of service up to a maximum of 70%;
- b. One additional percent will be added to the maximum 70% for each of the first five years of additional service completed at the time of retirement in excess of 25 years of service up to a maximum of 75%; and
- c. Any individual who served in active military duty is entitled to an additional percent credit of 1% for each year of continuous service, up to a maximum of 4%. The bonus for military service that accrues after retirement is credited prospectively but not retroactively.

2. In no event will any individuals be entitled to more than 75% of the individual's average annual salary calculated in accordance with Section IV.E. of this Regulation. W.Va. Code § 8-22-25(b)-(c).

G. Calculation of Monthly Retirement Benefits.

The Board of Trustees is to take the average adjusted salary as derived by Section IV.E. This amount will be multiplied by the percentage derived pursuant to Section IV.F. The resulting product will then be divided into twelve. The final result of these calculations is the monthly retirement benefit amount; provided that under no circumstances shall a Participant receive less than five hundred dollars (\$500.00) per month. W.Va. Code § 8-22-25(a).

H. Notification of Benefit Eligibility.

After the Board of Trustees has determined that the Participant is eligible for retirement benefits, and have calculated the benefit amount based on the Participant's three twelve consecutive month periods of highest income, then a notice shall be sent to the Participant informing such individual of his or her eligibility for benefits. This notice shall include an explanation of what months and salary level was used, and what percentage of such salary the Participant will receive and how such percentage was determined.

V. PROCESSING DISABILITY BENEFITS CLAIMS

A. Application For Benefits.

1. *Liberal Construction.* All applications for disability benefits should be liberally construed. See Stull v. Board of Trustees of Firefighters Pension and Relief Fund of the City of Charleston, 504 S.E.2d 903 (W.Va. 1998). Specifically, in cases in which an Applicant only requests a permanent disability award and all the medical evidence shows that such individual is at least temporarily disabled, such application must be construed to include a request for temporary disability benefits and, in the very least, such individual should receive a temporary disability award.

2. *Notice of Rights to Applicants Under Barron v. Board of Trustees of Policemen's Pension and Relief Fund*, 345 S.E.2d 779 (W.Va. 1985).

Any member who wishes to apply for a disability benefit must make application for the benefit on an application form required by the Municipal Pensions Oversight Board (MPOB) and

required by the Board of Trustees. The Pension Secretary is the point of contact for the MPOB and is responsible for completing the Pension Secretary Checklist paperwork required by the MPOB in order to start the Disability Application process.

B. Examination By Physicians Pursuant to West Virginia Code § 8-22-23a.

A member applying for total and temporary or total and permanent disability benefits shall be examined by two physicians, one of which shall be chosen and paid for by the member, and one of which shall be chosen and paid for by the MPOB. Each examination shall include a review of the member's medical history, but an examining physician may not have access to the disability examination report or disability recommendation of another physician. The physician shall complete and send copies of the disability claim form to both the Board of Trustees and the MPOB. If two physicians disagree, the MPOB shall select and pay for a third examining physician.

C. Eligibility For a Disability Award.

Any member of the Charleston Fire Department is eligible for disability benefits if such individual has become so totally, physically or mentally disabled as to render such member totally, physically or mentally, incapacitated as a Firefighter. Such disability will be considered permanent only if there is no plan of rehabilitation that the Participant could complete that would enable him or her to return to work, and such member had five years of continuous service with the Department, or such individual was injured as a proximate result of service rendered in the performance of his or her duties in such Department regardless of the number of years served. Finally, if a member on temporary disability fails to follow a reasonable course of medical treatment, the Board of Trustees shall deny such member's application for permanent disability benefits. The phrase "reasonable medical course of treatment" includes but is not limited to any rehabilitation, physical therapy, surgery and/or medical testing as recommended by an examining physician.

1. *The Board of Trustees' Meeting to Determine Eligibility.* The Board of Trustees shall inform the Participant of the time and place of the Board of Trustees meeting at which the decision of the Participant's eligibility will be made. Such meeting shall be held pursuant to the West Virginia Open Meetings Act, W.Va. Code § 6-9A-1 to 6-9A-7. This Act requires meetings of governmental bodies to be held in public. A discussion of the Participant's claim

may be held in an executive session, meaning that only the Board of Trustees would be in attendance, but only if there is no objection from the Participant. Further, the Participant can request that members of the public be excluded from the discussion of his or her claim. Finally, the Board of Trustees can exclude members of the public from the discussion of any disability claim in order to protect the private medical information of the Participant.

2. *Discretion of Board of Trustees.* The Board of Trustees has discretion to approve or deny requests for disability benefits.

D. Rights Under Barron and Rules Pertaining to Conducting Barron Hearings.

1. *The Right to Depose Physicians.* A Participant has the right to depose any physician who examined him or her regarding the Applicant's request for disability benefits, provided that the City is given at least seven days notice for such deposition and is given the opportunity to have counsel attend to defend its interest. The cost of the deposition is to be borne by the Participant, except for any cost incurred due to any witness examination done by the City's attorney. In such case the cost will be borne by the City.

2. *The Barron Hearing.* A Participant has a right to a hearing before the Board of Trustees in order to argue to the Board that he or she is disabled. Barron hearings will be conducted under the following rules:

- a. A Participant is permitted to have an attorney present at the Barron hearing and to argue why his or her application for benefits should be granted.
- b. A Participant may call the physicians who reported on his or her disability to testify, but the attendance of such physicians at the Barron hearing may not be compelled.
- c. Additionally, the Participant may introduce deposition testimony of one or all of the examining physicians so long as the City was given sufficient notice of, and was permitted to participate in, such deposition;
- d. The City is entitled to have an attorney present to argue that such individual is not disabled. Municipal counsel may also introduce deposition testimony under the same terms and conditions as the Participant. Additionally, the City may introduce any evidence, by witness or documents, which indicates that the Participant is malingering if at least one (1) week advance notice of such

evidence is provided to the Participant. The Participant may rebut such evidence. The scope and extent of rebuttal will be left to the discretion of the Board of Trustees.

e. Such hearings are private unless the Participant requests otherwise.

E. Actions to Be Taken After the Disability Decisions Are Made.

1. *The Granting of a Permanent Disability Award.* If the Board of Trustees awards a permanent disability benefit, monthly payments shall begin on the first of the next month after the hearing was held. The amount of monthly payments shall be determined by the regulations promulgated at Section F. of this Article.

2. *The Granting of a Temporary Disability Award.* When the Board of Trustees awards a temporary disability benefit, the following rules shall apply:

- a. such benefits will begin on the first of the month after the Board of Trustees meeting; the amount of such benefits will be determined pursuant to the Rules and Regulations promulgated under Section F. of this Article;
- b. upon receipt of notice of a granting of temporary benefits, the Participant must arrange for and participate in a rehabilitation plan; failure to do so may result in a denial of a permanent disability award;
- c. the MPOB will arrange for further medical examination of the participant after six (6) months; such examination will be conducted pursuant to Section B of this Article;
- d. the Participant's eligibility for permanent disability benefits, and continuing eligibility for a temporary disability award shall be reviewed after each six (6) months;
- e. if a six (6) month review results in a finding of either permanent disability or recovery, action will be taken pursuant to paragraph one or three of this Section;
- f. if a six (6) month review results in a finding of continuing temporary disability, then the participant will again be examined in six (6) months and such examination will be conducted pursuant to Section B. of this Article; and
- g. a Participant may not receive temporary disability benefits for longer than

four (4) six (6) month periods. W.Va. Code § 8-22-23a.

3. *Denial of Disability.* If the request for disability benefits is denied, the Participant will receive notice for the reasons of such denial pursuant to paragraph four of this Section.

4. *Notice of Benefit Determination.* The Board of Trustees shall inform the Participant of its decision within thirty days of reaching the same. Such notice must include specific references to the portions of the doctors' opinions that lead the Board of Trustees to grant or deny such benefits. Finally, a decision granting such benefits must include the Participant's salary used by the Board in determining the level of benefits and a copy of West Virginia Code § 8-22-24 to ensure that he or she is receiving the correct benefit amount.

5. *Right to Appeal.* If a Participant's application for disability benefits are denied, such individual has a right to appeal the denial to the Circuit Court of Kanawha County. A Notice of such right to appeal should be included in the "Notice of Benefit Determination" discussed above.

6. *Reapplication For Disability Benefits.* If the Participant presents a report from a treating physician that his or her medical condition has deteriorated since the time in which the Board of Trustees last considered the Participant's disability status, such Participant may re-apply for disability benefits and the claim will be processed pursuant to this Article.

F. Calculation of Disability Benefits

1. *Benefit Calculation Formula For Disabled Individuals Not Receiving Benefits From the Workers' Compensation Fund.*

a. Except for those individuals covered by subparagraph (b), the monthly benefit paid to each Participant found to be disabled pursuant to this Article of the Rules and Regulations will equal 60% of such Participant's salary at the time of injury. W.Va. Code § 8-22-24. An individual's salary for the purpose of determining disability benefits is defined the same as at Section IV.D.; provided that such salary over the twelve consecutive months prior to injury does not exceed the "average adjusted salary" received by the Participant in the two previous twelve consecutive month periods by greater than twenty percent as discussed in Section IV. E. The MPOB has provided a calculator that simplifies

the calculation of disability retirement benefits. The Board of Trustees has elected to use the MPOB calculator.

b. Any participant who is disabled on or before June 30, 1962 will receive 60% of such individual's salary at the time of the injury or \$500.00 per month, whichever is greater. W.Va. Code § 8-22-27(b)(2).

2. *Effect of Receiving Benefits From the West Virginia Workers' Compensation Fund.*

No Participant who receives benefits from the West Virginia Workers' Compensation Fund and the Pension and Relief Fund may receive total benefits greater than 100% of such Participant's salary. W.Va. Code § 8-22-24(b). Such Participant will receive only the benefits from the Pension and Relief Fund that, when added to the Participant's Workers' Compensation benefits, will bring the individual's level of total benefits received to 100% of such individual's salary. W.Va. Code § 8-22-24.

3. *Bonus For Military Service*

Any Participant who has been required to or shall at any future time be required to enter the armed forces of the United States by conscription, by reason of being a member of a reserve unit of the armed forces or a member of the West Virginia National Guard or Air National Guard, whose reserve unit or guard unit is called into active duty for one year or more, or who enlists in one of the armed service of the United States will receive an additional 1% for each year served in active military duty, up to a maximum of an additional 4%, in addition to the sixty percent authorized at Section V.F.1. W.Va. Code § 8-22-24(c); 8-22-27(a)(2).

4. *Total Disability Not Incurred in the Line of Duty.*

a. Any Participant disabled not directly in the line of duty who becomes self-employed or employed by another will lose one dollar of benefits from the Pension and Relief Fund for each three dollars of income received by such employment. This reduction in benefits shall not occur to Participants earning an annual income of \$18,200.00 or less. Further, this reduction shall not apply to anyone hired prior to April 1, 1991. See § 8-22-24(d) and The Board of Trustee of Police Officers Pension and Relief Fund of the City of Wheeling v. Carenbauer, 211 W.Va. 602, 567 S.E.2d 612

(2002). The \$18,200 limit of this section shall be automatically increased when the minimum wage, as provided in §21-5C-2 of this code, increases, by the same percentage of the increase in the minimum wage.

- b. A disabled Participant not injured directly in the line of duty must file a certified copy of his or her tax return by the fifteenth day April of each year to maintain eligibility for benefits. W. Va. Code § 8-22-24(d).

VI. APPLICATION FOR DEATH BENEFITS

A. Request For Death Benefits.

Upon receiving a request for death benefits, the Board of Trustees shall investigate the cause of death to determine whether the decedent died by reason of service rendered in the performances of such member's duties. The application form for the request of death benefits is attached hereto as **Exhibit 2**. Additionally, the Board of Trustees will determine three (3) relevant facts: the number of years of service of a decedent not counting any time missed due to a temporary or permanent disability; whether the decedent was receiving a disability or retirement pension at that time of death; and whether the decedent had any dependents.

B. Benefits For Dependents of Decedents Who Die By Reason of Service Rendered In the Performance of the Decedent's Duties.

If the decedent died in the line of duty, such individual's dependents are automatically eligible for the benefits described in Section VI.C. below no matter how long the decedent served except that dependents of Participants who died with less than three years service will have the decedent's monthly pension amount calculated on the basis of three percent of the decedent's salary for every year of performance. W.Va. Code § 8-22-26(b).

C. Benefits For Dependents of Decedents Who Did Not Die By Reason of Service Rendered in the Performance of the Decedent's Duties.

Dependents of decedents who have died other than by reason of service rendered in the performance of such members duties but who was a member of the Charleston Fire Department in continuous service for more than five years or who was on a disability pension prior to the time of his or her death, will receive benefits under the following conditions:

1. A dependent spouse, until death or remarriage, will receive 60% of the

Participant's pension¹ such member was receiving, or would have received if such member had been eligible to receive such pension at the time of death or three hundred dollars (\$300.00) per month whichever is greater.

2. A dependent child receives a sum per month equal to 20% of the amount of pension benefit that decedent was receiving or would have received if such member had been eligible to receive such pension at the time of death. Each dependent child who is orphaned by the death of the decedent member is entitled to 25% of the decedent's pension such member was receiving or would have received if such member had been eligible to receive such benefits at the time of death. A dependent child will receive such benefits until such child attains the age of 18 years or marries, whichever first occurs.

3. To each dependent father or mother, a sum per month equal to 10% of the amount the decedent was receiving or would have received if such member had been eligible to receive such pension at the time of death.

4. To each dependent brother or sister, the sum of fifty dollars (\$50.00) per month until such individual attains the age of 18 years of age or marries, whichever occurs first; provided that the aggregate amount of money to such brothers and sisters shall not exceed one hundred dollars (\$100.00) per month.

5. If at any time, because of the number of dependents, all such dependents cannot be paid in full as herein provided, then each dependent child will receive his or her pro rata share of such payments; provided that in no case shall the payments to the surviving spouse and children be cut below 65% of the total amount paid to all dependents. W.Va. Code § 8-22-26(a)(2).

6. Any benefit supplement accrued by virtue of Article VII of these Rules and Regulations before the Participant's death will not be counted in determining the level of death benefits. W.Va. Code § 8-22-26a(b). Once the dependent's level of benefits provided under this Article is established, then such benefits will be supplemented pursuant to Article VII.

7. Such benefits will be made retroactive to the first month following the death of the former Participant.

D. Death Benefits For Decedents With No Dependents.

¹ For this section, the word "pension" refers to both a disability and a retirement pension.

If a member dies without leaving a dependent, his or her contributions to the Fund plus 6% interest shall be refunded to his named beneficiary. If no beneficiary has been named, such money will go to his estate to the extent that such contributions plus interest exceed any disability or retirement benefits that he may have received before his death. W.Va. Code § 8-22-26(c).

E. Level of Benefits For Individuals Receiving Benefits Before July 1, 1985.

Any individual receiving death benefits from the Pension and Relief Fund on June 30, 1962, shall receive either the level of benefits determined by C. of this Article or the following amounts, whichever is greater:

1. To a surviving spouse, until death or remarriage, three hundred dollars (\$300.00) per month; and
2. To a dependent father or mother, thirty dollars (\$30.00) each.

VII. COST OF LIVING SUPPLEMENT

A. Eligibility.

All individuals receiving monthly benefits from the Pension and Relief Fund will receive a cost of living adjustment (COLA) supplement to such benefits. The annual COLA will be effective every first day of July; provided that no Participant receiving retirement benefits pursuant to Article IV of the Rules and Regulations or who are receiving a disability benefit for an injury that did not occur directly in the line of duty pursuant to W.Va. Code § 8-22-24(d), and who has not obtained work outside the Department will receive a COLA Supplement the July following their second full year of retirement or disablement. W.Va. Code § 8-22-26a(a), W.Va. Code § 8-22-26a(c); provided further that individuals receiving disability benefits for an injury that did not occur directly in the line of duty (pursuant to W.Va. Code § 8-22-24(d)) and who have obtained employment outside of the Department will not receive supplemental benefits until the first of July following the year such individual would have been eligible for retirement had he or she continued employment with the Department. W.Va. Code § 8-22-26a(a).

B. Calculation of COLA Supplement.

1. The amount of the supplemental benefit increase is determined by multiplying the amount of benefits received in one year, or \$15,000.00, whichever is less, by the percentage

increase of the Consumer Price Index (CPI), up to 4%. This benefit is then paid in twelve equal installments. For example, if an individual is receiving \$10,000.00 per year in retirement benefits, and the CPI increased by 4% over one year, such individual would receive a total COLA supplement of \$400.00 ($\$10,000.00 \times .04$). If an individual is receiving \$17,000.00 in benefits, then such individual would receive \$600 in supplemental benefits. ($\$15,000.00 \times .04$). Continuing this example into the following year, the individual's supplement would again be based on multiplying the increase in the CPI (3%) by \$15,000.00. This supplement (\$450) would be added to the supplement given the previous year, for a total supplement of \$1050.

2. The COLA supplemental benefit shall not exceed 4% of the individual's benefit amount for any one year unless the total accumulated percentage increase of the COLA supplement drops below 75% of the total accumulated increase in the Consumer Price Index (CPI) over the same period of time. For example, suppose that for five (5) years, the CPI increase and a Participant's supplemental benefit multiplier were 4% per year for a total increase of approximately 20%. Suppose further that the sixth year, the rate of inflation increased to 10%. The multiplier used to determine the supplement would still be four percent because the total increase in benefits over the six years (24%) is greater than 75% of the total increase in the CPI (30%). However, if the following year the inflation rate is again 10%, for a total increase in the CPI of 40% over 8 years, then the supplement multiplier would be 6%, bringing the total increase to 30% (75% of 40). Thereafter, the COLA increase will remain at no more than 4% of the benefits received unless the accumulated increase in the COLA benefit drops below 75% of the accumulated increase of the CPI.

3. Persons receiving disability benefits prior to January 1, 1991, shall have their COLA supplement capped at 2% of the amount of yearly benefits received, or \$15,000.00, whichever is less, until the first of July after the second full year such individual would have been eligible for a retirement pension, when the COLA supplement benefit will be capped at 4%. However, for any year in which an individual subject to this paragraph can show that he or she was unemployed for the entire twelve month period and received no earned income, the individual will receive a COLA supplement capped at four percent of his or her yearly benefit level or \$15,000.00, whichever is less. After the first of July following the second full year any individual covered by this paragraph would have been eligible to receive retirement benefits had

such individual remained with the Department, such individual's supplemental COLA benefit will be calculated pursuant to paragraph 2 above. W.Va. Code § 8-22-26a(d).

4. The exact percentage increase in the CPI will be determined by a qualified actuary who shall report on the actuarial soundness of the Pension and Relief Fund pursuant to W.Va. Code § 8-22-26a(c). Notwithstanding any other section or paragraph in Article VI, the actuary may limit the amount of COLA benefit supplement or eliminate it entirely, if such action is necessary to preserve the actuarial soundness of the fund. W.Va. Code § 8-22-26a(e).

VIII. OVERPAYMENT OR UNDERPAYMENT OF BENEFITS

A. Responsibility of the Parties.

Both the Participant and the Board of Trustees have the responsibility to ensure that benefit payments are made in the correct amount.

B. Underpayment.

If the Participant discovers that he or she is being underpaid, then such individual shall provide proof thereof to the Board of Trustees. If an error has occurred in the calculation of benefits, then the Board will pay the difference between the amount the Participant actually received and the amount such Participant should have received, plus 6% interest. Pursuant to W.Va. Code § 8-22-27a (e), interest shall not be paid on any corrective payment made by the municipal firemen's pension fund pursuant to this subsection.

C. Overpayment.

1. If the Board of Trustees discovers that an overpayment has occurred, it will notify the Participant of this fact. The Board of Trustees and the Participant will negotiate a payment plan in which a Participant will agree to return the overpayment or otherwise conclude the matter in a manner consistent with West Virginia Code § 8-22-27a. The Board of Trustees has the discretion to accept less than full repayment if it determines that such settlement is in the best interest of the Participants. Such settlement must be effectuated in a non-discriminatory manner.

2. If the Board of Trustees is required to sue the Participant to recover the overpayment, such Participant will pay the attorney fees and costs in bringing suit.

3. An overpayment made of the supplemental COLA benefit given pursuant to

Article VI of these Rules and Regulations may be recovered by subtracting money from future pension payments made pursuant to Article III, IV or V of the Rules and Regulations, after first providing notice to the effected individual and permitting such individual the opportunity to prove that no overpayment occurred. See W.Va. Code § 8-22-26a(e).

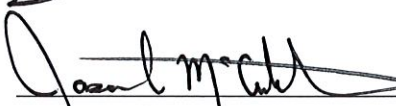
IX. REFUND OF MEMBER CONTRIBUTIONS

Any non-disabled Participant who is discharged and is found to have not served with honor pursuant to Section IV.C. or who voluntarily leaves service with the Department before receiving a retirement pension will, upon request, be given a refund of contributions such individual made to the Pension and Relief Fund, without interest. W.Va. Code § 8-22-19a.

If such Participant seeks to return to the Department, he or she must agree to return the withdrawn contributions over no more than thirty-six months, with interest at 8% per year for every year that such money was removed from the Pension and Relief Fund. Once such money is returned, the Participant will obtain credit for his prior years of service with the Department.

Any Participant who resigns from active duty from the Department, was vested at the time of their resignation and subsequently returns to active duty shall be considered vested in the Fund immediately upon return. If such vested Participant then receives a disability or regular pension prior to repaying withdrawn contributions, the amount of his or her monthly installment shall be deducted from each monthly benefit payment until such debt is fully repaid. If a non-vested Participant resigns, returns to active duty and subsequently receives a disability pension prior to paying withdrawn contributions, the amount of his or her monthly installment shall be deducted from each monthly disability benefit payment until such debt is fully repaid.

IN WITNESS WHEREOF, the Trustees have agreed to adopt these Rules, Regulations and Operating Procedures this 29th day of December, 2021.





Resolution No. 595-22

Introduced in Council:

February 7, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 595-22 – Authorizing the Mayor or City Manager to purchase four Smith Splash Pool Chair Lifts and four Smith Pool Lift Caddies for the Parks and Recreation Department from Streamline Aquatics, in the amount of \$26,472.60 as the result of a competitive bidding process.

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

That the Mayor or City Manager is authorized to purchase four Smith Splash Pool Chair Lifts and four Smith Pool Lift Caddies for the Parks and Recreation Department from Streamline Aquatics, in the amount of \$26,472.60 as the result of a competitive bidding process.

2022-04 Parks and Recreation Pool Chair Lifts and Pool Lift Caddies
Bid Opening Date 1/18/22

		Streamline Aquatics Glastonbury CT, 06033 860-430-1251 cpeck@streamlineaquatics.com		Aquatic Technologies 37 Gabriel Drive Agusta ME 04330 800-446-6416 sales@poolweb.com		BSN Sports LLC 14460 Varisty Brands Way Farmers Branch TX 75244 214-459-9059	
Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Cost	Total Cost
Item 1.1- SR Smith Splash Pool Chair Lift	4	\$5,982.00	\$23,928.00	\$6,849.30	\$27,397.20	\$7,756.28	\$31,025.12
Item 1.3- SR Smith Pool Lift Caddy	4	\$636.15	\$2,544.60	\$735.30	\$2,941.20	\$1,912.28	\$7,649.12
Total Bid		\$26,472.60		\$30,338.40		\$38,674.24	
Local Vendor Preference (4%)		Does Not Qualify		Does Not Qualify		Does Not Qualify	

Resolution No. 596-22

Introduced in Council:

Adopted by Council:

February 7, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 596-22 – Authorizing the approval of Amendment No. 6 of the FY 2021 – 2022
2 General Fund Budget as indicated on the attached list of accounts.

3

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

5

6 That Amendment No. 6 of the FY 2021 – 2022 General Fund Budget as indicated on the
7 attached list of accounts is approved.

8

General Fund FY 2021-2022 Budget Amendment No. 6 - February 7, 2022

Account No.	Department	Account Description	Amount
001 700 00 000 2 239	Police	Fine Supported Training	25,775
001 297 0	Committed Fund Balance		(25,775)

Committed Fund Balance - To recognize committed fund balance for Police Fine Supported Training in accordance with Section 114-3 subsection (b) of the Municipal Code of the City of Charleston

001 975 00 567 4 459	General Services - Capital Outlay	Lease Purchase Equipment	(55,959)
001 977 00 750 4 459	Streets - Capital Outlay	Lease Purchase Equipment	(157,271)
001 975 00 412 4 461	City Manager - Capital Outlay	Lease Purchase Payments	288,437
001 296 0	Assigned Fund Balance		(75,207)

Restricted for Capital Lease Purchase - To adjust proper accounts in the FY 2022 Municipal Budget for the purchase of equipment to reflect where they were paid during the FY 2021 spend down period and after.

001 439 00 000 5 566	Information Systems	IT Infrastructure Fund	550,000
001 444 00 000 5 566	Transfers to Other Funds	General Engineering Maintenance Fund	535,000
001 444 07 000 5 566	Transfers to Other Funds	Facilities Maintenance Fund	610,000
001 444 12 000 5 566	Transfers to Other Funds	Tourism and Promotions Fund	300,000
001 444 14 000 5 566	Transfers to Other Funds	Business Dev. & Economic Incentives Fund	323,787
001 444 15 000 5 566	Transfers to Other Funds	Beautification Commission Fund	100,000
001 444 16 000 5 566	Transfers to Other Funds	Green Initiatives Fund	250,000
001 444 17 000 5 566	Transfers to Other Funds	Sidewalk Improvement Program Fund	250,000
001 413 00 000 1 103	Treasurer's Office	Salaries & Wages - Irregular Part Time	10,000
001 436 00 000 2 230	Building Commission	Contracted Services	780,000
001 501 00 000 2 230	Wellness Center	Contracted Services	200,000
001 567 00 000 2 230	Public Grounds	Contracted Services	100,000
001 567 00 000 3 341	Public Grounds	Materials and Supplies	100,000
001 716 00 000 3 341	Emergency Management	Materials and Supplies	8,000
001 750 00 000 3 359	Streets	Snow Removal Materials	200,000
001 754 00 000 3 343	Equipment Maintenance	Gas, Oil & Tires	200,000
001 800 00 000 1 103	Refuse & Recycling	Salaries & Wages	75,000
001 800 00 000 1 104	Refuse & Recycling	FICA	5,738
001 800 00 000 1 106	Refuse & Recycling	PERS	7,500
001 800 00 000 3 341	Refuse & Recycling	Materials and Supplies	261,762
001 952 00 000 2 230	Spring Hill Cemetery	Contracted Services	35,000
001 700 00 000 2 215	Police - Uniform	Maintenance & Repair - Equipment	(45,640)
001 976 00 700 4 459	Police - Capital Outlay	Capital Outlay - Equipment	144,835
001 976 00 706 4 459	Fire - Capital Outlay	Capital Outlay - Equipment	105,862
001 977 00 750 4 459	Streets - Capital Outlay	Capital Outlay - Equipment	64,930
001 978 00 800 4 459	Refuse - Capital Outlay	Capital Outlay - Equipment	53,478
001 979 00 900 4 459	Parks - Capital Outlay	Capital Outlay - Equipment	15,634
001 369 06 0000	Revenue	Transfer from Municipal Stabilization	1,800,000
001 299 0	Unassigned Fund Balance		(7,040,886)

Unassigned Fund Balance - To allocate the unassigned fund balance.

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

Resolution No. 597-22

Introduced in Council:

Adopted by Council:

February 7, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 597-22 – Authorizing the Mayor or City Manager to purchase two New-Way Cobra 20RL cubic yard, rear load refuse packers for the Refuse Department from West Virginia Tractor Company, for a unit cost of \$167,239.00 each and the total amount of \$334,478.00 pursuant to a competitively sourced multi-state contract.

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

That the Mayor or City Manager is authorized to purchase two New-Way Cobra 20RL cubic yard, rear load refuse packers for the Refuse Department from West Virginia Tractor Company, for a unit cost of \$167,239.00 each and the total amount of \$334,478.00 pursuant to a competitively sourced multi-state contract. These will replace Refuse units 151 and 156.



INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$2,500 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 1-21-22

2021-2022 Budget Cycle
Replace Refuse packers 156 and 151

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: Sourcewell Contract
to purchase 2 packers for Refuse Dept. at \$167,239 Each
total \$334,478

Purchase justification: _____

If approved, the total purchase price will be: \$ 334,478

(Check One)

☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☒ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

Sourcewell Contract

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

- | | | |
|----|-------|----------------------|
| 1. | _____ | Price Quote: \$_____ |
| 2. | _____ | Price Quote: \$_____ |
| 3. | _____ | Price Quote: \$_____ |
| 4. | _____ | Price Quote: \$_____ |
| 5. | _____ | Price Quote: \$_____ |

The apparent low-bid vendor *meeting specifications* is: _____

AND

☐ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with _____ because:

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

These 2 packs will be purchased off the sourcewell
contract.

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) _____

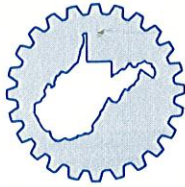
Request Submitted By: [Signature] Department: Equipment Maintenance

Is this purchase being paid with grant funds? ☐ Yes ☒ No

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: _____

City Manager Approval: _____ Date: _____



WEST VIRGINIA TRACTOR COMPANY

CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

P. O. BOX 473, 214 VIRGINIA ST. W., CHARLESTON, WV 25322/25302 • (304) 346-5301

January 21, 2022

City of Charleston
P.O. Box 2749
Charleston, WV 25330
Attn: City Manager

Subj: Sourcewell Proposal for Refuse Packer Trucks

Ladies and Gentlemen:

We are pleased to offer the following described equipment for your consideration:

- 2 NEW-WAY Cobra 20RL 20 cu. yd. rear load refuse packer complete with the following standard equipment:
- Four stage cylinder push out system
 - 3.2 cu. yd. hopper with $\frac{1}{4}$ " floor
 - Signal button on right side at rear with cab buzzer
 - PTO with cab controls and solenoid speed-up switch
 - Tailgate lift and ejection controls at front of body
 - Hydraulic return line filter and oil level sight gauge
 - Packer controls at rear of tailgate, curb side
 - Bolt-on steps and grab handles both sides of tailgate
 - Back-up alarm and tailgate ajar alarm
 - Lights and reflectors to meet FMVSS #108 standards, plus overhead light bar with turn and stop lights and cluster lights
 - Auto-lock tailgate
 - Chrome cylinders
 - Side door in left front of body
 - Rear vision and audio camera system with flat color monitor
 - One year packer warranty
 - Parts, operator, safety and service manuals
 - All other standard equipment, plus:
 - New wide 3.2 cu. yd. hopper with inside cylinders
 - Magnum package - reinforced hopper and packer elements as specified
 - 12,000 lb. hydraulic winch container attachment with safety latches
 - Hot shift PTO with over speed device
 - Additional driver alert buzzer on left side
 - (2) LED hopper work lights
 - (2) LED oval strobe lights in upper light bar
 - (2) LED oval strobe lights in top front of body
 - Hopper closure turnbuckles in addition to hydraulic closure
 - 60" rubber fender skirt over rear wheels
 - White paint to match truck cab
 - Dealer prep and operator training

2023 International MV607 conventional cab and chassis with Cummins L9 300 HP diesel engine, Allison 3500 RDS automatic transmission, 10,000 lb. front axle and suspension, 23,000 lb. rear axle, 31,000 lb. rear suspension, ABS brakes, 11RX22.5-G tires, aluminum 70 gallon fuel tank, air ride driver and two person passenger seat, and painted white paint as per attached

PRICE: F.O.B. Charleston.....\$167,239 EACH.....\$334,478

Availability: About 150 days, depending on truck delivery and other factors we don't control, such as COVID.

Terms: Net 30 days or municipal lease purchase plan by check or wire transfer.

West Virginia Tractor has been a refuse packer dealer in Charleston since 1955.

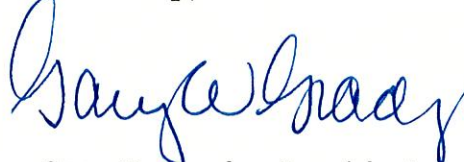
As required by law, we are licensed to do business in West Virginia (West Virginia Tax Dept. #1038-0884), the West Virginia Secretary of State, the West Virginia Insurance Commission, the City of Charleston (#468086), and by the WVDMV as a new vehicle dealer (D-43).

We qualify for and request the City of Charleston resident vendor preference in accordance with your terms.

West Virginia Tractor Company is an Equal Opportunity Employer and does not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap or national origin. We are also in compliance with West Virginia Code 21A-2-6, Unemployment and Workers Compensation status with the Bureau of Employment Programs.

Thank you for your consideration. If you have any questions or need any additional information, please feel free to call me at any time. We invite you to visit our web site at www.wvtractor.com. Again, thanks.

Sincerely,



Gary W. Grady, President

Resolution No. 598-22

Introduced in Council:

Adopted by Council:

February 7, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 598-22 – Authorizing the Mayor or City Manager to purchase a Fire Boat from Lake Assault Boats, LLC in the amount of \$423,448.15, where the vendor maintains a competitively sourced federal contract with the General Services Administration.

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

That the Mayor or City Manager is authorized to purchase a Fire Boat from Lake Assault Boats, LLC for \$423,448.15, where the vendor maintains a competitively sourced federal contract with the General Services Administration. The boat is replacing a 2005 model boat and will be used by the Charleston Fire Department for patrol and response to emergencies on the rivers. The boat will be paid for through a Federal Emergency Management Agency Port Security Grant with a 25% match paid by the City.



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

12 January 2022 v7

Lake Assault Boats is proud to present the Charleston, WV Fire Department with a proven watercraft to assist in performing their duties to the highest level. Dependability, durability, safety and comfort are engrained into every Lake Assault product.

Delivery time from the time of award and approved engineering drawing is 240 days.

Quote is valid until 15 February 2022, after this date price will be increased by 2.5%.

These specifications are based on Lake Assault proven hull design. Each vessel is custom designed and engineered to meet your specific mission. Details of this specification can be adjusted to meet your requirements as needed. Please review and advise what additions/deletions you would like to see, and we will adjust the spec and GA drawing and provide quote ASAP.

Total cost of the craft listed GSA Schedule as **Part Number 32-V-FC-FB** without shipping as written in these specifications is **\$251,619.65 USD. Price is valid until 15 February 2022.**

Based on review of the customer requested specification the following credits are provided to the above price;

1. Removal of 1500 GPM fire pumping system (**\$60,000.00 USD**).
2. Removal of Lumetic scene lighting (**\$750.00 USD**).

After Credit base boat price without shipping is **\$190,869.65 USD.**

Upgrades from the basic boat purchased as Open Market items will have the following additional cost;

1. Upgrade to Duramax diesel pump engine and Hale 3,000 GPM (actual rating of 4,000 GPM) and system to include 50-gallon diesel fuel tank **\$105,000.00 USD.**
2. Upgrade to twin 400 Hp Mercury outboard engines **\$24,600.00 USD.**
3. Shipping from Superior WI to Charleston WV at \$4.25 per mile **\$3,850.50 USD.**
4. Davit and two sockets **\$3,300.00 USD.**
5. Addition of tow post **\$972.00 USD.**
6. Mercury JPO joystick control system **\$18,313.00 USD.**
7. Interior and exterior paint of pilot house (customer selected color) **\$4,320.00 USD.**
8. Add 5 KW (Unleaded gasoline) Generator **\$11,500.00 USD.**
9. Add roof top Air conditioning **\$2,700.00 USD.**



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10. Installation of Diesel Furnace **\$4,644.00 USD.**
11. Add two side windows **\$1,512.00 USD.**
12. Add 4kw radar **\$2,700.00 USD.**
13. Add FLIR Model M332 **\$11,700.00 USD.**
14. Add rooftop Monitor **\$5,808.00 USD.**
15. Valve under monitor (VUM) **\$3,240.00 USD.**
16. Bow monitor and piping **\$3,186.00 USD.**
17. Bentley shock mitigating seating for operator and navigator **\$3,500.00 USD.**
18. Installation of CBRN cabin and systems **\$4,500.00 USD.**
19. Multi Rae Pro monitoring equipment **\$7,550.00 USD.**
20. Mini Rad V D-1280-100 **\$1,900.00 USD.**
21. Installation of second 12-inch Garmin MFD **\$2,500.00 USD.**
22. Provide vessel bottom paint **\$3,600.00 USD.**
23. Install lighting and wiring for future installation of customer supplied lights **\$350.00 USD.**
25. Installation of AIS unit **\$1,333.00 USD.**

Total cost of open market items **\$232,578.50 USD**

Total Price of boat to include Base boat, open market options (if all selected), and credits for removed items is **\$423,448.15 USD.** Current Price is valid until 15 February 2022, at that time price will increase by 2.5% to **\$434,034.35 USD.**

If you have any questions or comments, please contact me at bbeck@lakeassault.com or 479-250-7135.

Sincerely,

Bob Beck
Director of Sales and Marketing
Lake Assault Boats, LLC



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

GSA SPEC 32'x10.5' V-hull Craft with Full Pilot House(32-V-FC-FB) :

01.02.20 v1.0

A. GENERAL SPECIFICATIONS:

1. Hull Length 32' (does not include outboard engines, engine guard, or rub rails)
2. Beam 10 feet 6 inches (does not include engine guard, or rub rails)
3. Overall height not to exceed 13'6" while on trailer and attached to a tow vehicle.
4. Draft should not exceed 18 inches with motors trimmed up and 24 inches with motors trimmed down.
5. Person and cargo capacity 3,500 lbs.
6. Boat weight 11,500 lbs approx.
7. Trailer weight 2,400 lbs approx.
8. Combined boat and trailer weight 13,900 lbs. approx.
9. Fire pump rated at 1500 GPM.(deleted and upgraded to diesel fire pump at 3,000 GPM Pump)

B. HULL DESIGN & OUTFITTING:

10. Hull is Mono style modified "V" with 16-degree dead rise at the transom and 34" delta pad.
11. There will be an aluminum rub rail with swimmer's grab rails just above the waterline on port and starboard sides of vessel.
12. Dive door is fitted aft of house with attached ladder.
13. Push knees at the bow with ladder between knees.
14. There is a tread plate gunnel of at least 5" fore to aft.
15. All decks are self-bailing and provide sufficient water egress.
16. There are sacrificial anodes attached to the hull for electrolysis protection.
17. There is an "Equipment Leakage Circuit Interrupter" ("ELCI") installed to guard against electrical shock to persons in the water adjacent to the vessel.
18. Full forward Pilot House is fitted.
19. A 3/4" aluminum double pad eye will be incorporated into the keel.
20. There will be sufficient two-part polyurethane foam below deck to maintain flotation in the event of swamping.
21. 1 1/2" pipe safety railings are installed 6" above gunnel from dive doors, forward 72".
22. Eight (8) 10" welded aluminum cleats.
14. Bottom plating .250" 5083 or 5086-H116
15. Side plating .190" 5083 or 5086-H32
16. Deck plating .124" 5052-H32 diamond tread plate.
17. Deck structure and component material are aluminum, they consist of 5083 or 5086 aluminum alloy with thicknesses of .190", .250", and .375", and are fully welded to the hull and all deck height transverse bulkheads and longitudinal girders to contribute to the strength of the hull.
18. Floor is supported by 2x2 square tubing.
19. 3" Duramax D shaped rub rail along the full length of the boat at the gunnel height.



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(715) 395-2255
www.lakeassault.com

20. Three (3) 2000GPH automatic bilge pumps. Two are located at the transom, and one at the forward end of the delta pad. The pumps located at the transom are wired together, so they come on at the same time. Reasoning behind this is when the boats' trim changes, and the water rushes aft, the two pumps can capture and discharge as quickly as possible.
21. One (1) T-handle drain plug is provided.
22. ABYC approved carbon monoxide detector in cab.

B. WELDING:

1. The hull and superstructure are constructed of marine grade aluminum and MIG and TIG welded throughout.
2. All water seams are welded 100% on both sides.
3. Longitudinal structural members are stitch welded on opposite sides.

C. FUEL SYSTEM:

1. 200-gallon fuel tank. (Gasoline)
2. Fuel tank is EPA compliant and meets all venting and overflow safety requirements.

D. PILOT HOUSE:

1. The full width Pilot House has an interior clearance height of 76".
2. Component material is all welded construction of 5086 aluminum alloy of 3/16" thickness.
3. The Pilot House is equipped with a forward leaning, tempered safety glass windshield with windshield wiper. Two sliding tempered safety glass windows, one on each side and one clamped window on aft wall of house.
4. There is a lockable sliding door with a tempered safety glass window on the forward and aft face of the pilot house.
5. The dash console provides ample room for electronics, throttles, switches, and steering components.
6. Included is one Ritchie compass.
7. Includes two marine fire extinguishers with 10-BC rating.
8. There is an overhead radio rack. Emergency radios are to be supplied by the Department and installed by Lake Assault. (Emergency radios may require tuning and programming by local Fire Dept Dealer upon delivery).
9. There is a grab rail alongside of the roof gutters on port and starboard sides.
10. There are 2 overhead grab rails running lengthwise in the Pilot House ceiling.
11. There is a grab rail near the console at the pump control station.
12. There are 2 grab rails on the exterior forward wall of the Pilot House.
13. There are 2 grab rails on the exterior aft wall of the Pilot House.
14. Four 12V red/white LED dome lights installed overhead inside of the cabin.
15. Padded helm seat box has storage below.



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E. ELECTRICAL SYSTEM:

1. The vessel's electrical system is 12VDC and 120VAC 60 Hz.
2. All electrical cable is marine grade tinned copper wire and labeled for each circuit.
3. Cables are routed in wire ways wherever possible. Cables are protected with rubber wherever exposed to potential damage.
4. Electrical cables are sized in accordance with the American Boat & Yacht Council recommendations.
5. All electrical cables are marked in accordance with the markings in electrical drawings.
6. All electrical switches are of a heavy-duty type toggles properly insulated.
7. The electrical system is grounded. The hull is not used as part of a galvanic feeding loop.
8. Wiring for radios, and all electronics are protected with circuit breakers. Two additional circuit breakers are provided for future expansion of the electrical system.
9. Electrical compartments are provided in the cabin to house the electrical power, circuit protection and control components. Serviceable components are accessible. Power, circuit protection and control components are protected against the following: corrosion, excessive heat, excessive vibration, water spray and EMI and RFI. Mounting plates for antenna are on the roof.
10. Deluxe single motor heavy-duty wiper system with dual pantographic arms.
11. Two (2) 12-volt power outlets and two (2) USB charging ports are provided in the dash console.

F. BATTERIES:

1. Four marine batteries are installed complete with battery switches.
2. There is a starting battery for each outboard motor, a starting battery for the pump motor and one dedicated house battery. A battery distribution panel, located on the console, includes a battery switch for each battery, crossover switches to allow jumping in case of a dead battery. All battery switches are located on lower panel of console.
3. An automatic charging relay is installed to allow for the house bank to be charged via the engine alternators.
4. All of the batteries are installed in plastic battery trays below a deck hatch outboard of the cabin.

G. 120V AC ELECTRICAL:

1. A 30-amp shore power system is installed to supply battery charger. Cable not included).
2. A four-bank battery charger is installed for use with the shore power system above.



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I. 12V DC ELECTRICAL:

1. A Blue Seas 6 position distribution panel is installed on the console.
2. Navigation lights are installed to meet USCG requirements with hinging anchor light mast.
3. Three 12V 2000 GPH bilge pumps are installed with automatic float switch.
4. Includes 2 Blue Seas 12v/USB charging ports.

J. PROPULSION:

1. Twin Four Stroke 250 HP outboard motors with stainless steel props are provided. Complete with a fuel management system, power trim and tilt and wiring harnesses. Upgraded to twin Mercury 400's, as noted above.
2. Engine monitoring to be done through Multi-Function Display unit on dash.

K. FIRE PUMP:

1. The fire pump is powered by an 8 cyl Marinized GM gasoline engine. Upgraded to diesel powered 3,000 GPM pump as noted above.
2. Pump end is a 1500 GPM for direct connection to engine flywheel.
3. Fire pump is rated at 1500 GPM at 150 psi at the pump.
4. The pump control station has a Pressure/RPM controller.
5. There is a remote control 6" stainless shut off valve between the sea chest and pump with controls on the main console in the pilot house.
6. The dual-wheel manually controlled deck-mounted monitor is 1500 GPM with stacked tips and stream straightener.
7. The pump is configured with through-hull suction into a sea chest with a minimum of 6" intake. The sea chest has a screened inlet, and a valve at the sea chest outlet.
8. Winterization kit to bypass sea water intake installed so that anti-freeze can be introduced for storage.
9. Fresh water flushing port installed just ahead of sea chest valve.

L. PAINT AND GRAPHICS:

10. Deck area and interior of Pilot House are painted with Zolatone non-skid texture paint.
11. Hull sides painted customer to select color.

M. EMERGENCY LIGHTING, SIREN, AND WORKLIGHTS:

12. 24" emergency light bar, fully loaded with red LEDs.
13. Provide electrical switches and wiring for customer supplied lighting.
14. Strip lights in gunnels for walkway illumination.



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

N. TRAILER:

1. A custom aluminum tandem axle bunk trailer complete with electric brakes, spare tire, and tongue jack on trailer. Engineering to confirm final boat weight and LAB will provide appropriately sized trailer (Twin or triple axle as required).
2. Galvanized steel wheels and electric disc brakes. Pintle hitch on tongue.
3. An adjustable bow stop and winch stand is provided with a manual 2-speed winch and strap.
4. Trailer LED lights are submersible.

O. ELECTRONICS:

1. One (1) Garmin 12" TOUCH SCREEN with GPS, SONAR with SideVu and DownVu, CHART PLOTTING.

P. WARRANTY:

1. One-year bow to stern Warranty provided.
2. 5-year hull and aluminum structural warranty.
3. All OEM Warranties passed through to customer.

Resolution No. 599-22

Introduced in Council:

Adopted by Council:

February 7, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 599-22 – Authorizing the Mayor or City Manager to purchase a Gradall Excavator for the Street Department, from Anderson Equipment Company, in the total amount of \$437,214.00 as the result of a competitive bidding process

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

That the Mayor or City Manager is authorized to purchase a Gradall Excavator for the Street Department, from Anderson Equipment Company, in the total amount of \$437,214.00 as the result of a competitive bidding process. This will replace Street unit 82.

**2022-02 Gradall Excavator
Bid Opening Date 1/18/22**

		Anderson Equipment Company 1 Andy's Way South Charleston WV 25309 304-756-2800 bcoleman@andersonequip.com		
Item	Quantity	Item Cost		
Item 1- Gradall Excavator	1	\$437,214.00		
Total Bid		\$437,214.00		
Local Vendor Preference (4%)		(\$5,000) \$432,214.00		

Resolution No. 600-22

Introduced in Council:

Adopted by Council:

February 7, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 600-22 – Authorizing the Mayor or City Manager to purchase a bush chipper for the Street Department from Vermeer for the total amount of \$47,716.08 pursuant to a competitively sourced multi-state contract.

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

That the Mayor or City Manager is authorized to purchase a bush chipper for the Street Department from Vermeer for the total amount of \$47,716.08 pursuant to a competitively sourced multi-state contract. This is replacing Street unit CH7.



INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$2,500 or more**. A minimum of 3 quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 1-21-22

2021-2022 Budget cycle
Replace Street Dept. chipper CH7

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: Sourcewell Contract
BC1000XL 74HP Devtz Tier 4 Final 12" capacity
drum style Bush Chipper.

Purchase justification: _____

If approved, the total purchase price will be: \$47,716.08

(Check One)

☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☒ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

^
Sourcewell Contract

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

- | | | |
|----|-------|-----------------------|
| 1. | _____ | Price Quote: \$ _____ |
| 2. | _____ | Price Quote: \$ _____ |
| 3. | _____ | Price Quote: \$ _____ |
| 4. | _____ | Price Quote: \$ _____ |
| 5. | _____ | Price Quote: \$ _____ |

The apparent low-bid vendor *meeting specifications* is: _____

AND

☐

The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐

I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with _____ because:

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

This is being Purchase off Sourcewell contract

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) _____

Request Submitted By: Her O'Neil Department: Equipment Maintenance

Is this purchase being paid with grant funds? ☐ Yes ☐ No

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: _____

City Manager Approval: _____ Date: _____



QUOTE FORM

☐ Knoxville, TN
2007 Middlebrook Pike
Knoxville, TN 37921
865-524-9174 Office
865-524-9175 Fax

Order#: _____ **Ship:** **City of Charleston** **Sold:** _____

Dated: _____ **Shipped:** _____ **Model:** _____ **Serial:** _____ **Hours:** _____

QTY	DESCRIPTION	PRICE EACH	TOTAL
1	BC1000XL 74HP DEUTZ TIER 4 FINAL 12" capacity drum style brush chipper includes 74 HP Deutz TD2.9L diesel engine; isolated engine and cutter housing; 12" x 17" feed opening; high coolant temperature and low oil pressure automatic shutdown; LED trailer lighting; live hydraulics; horizontal feed roller; SmartFeed; ECO Idle; 25 Gallon fuel tank; lockable steel engine shields; jack and infeed table with lower feed stop bar	47,036.08	47,036.08
	Freight & Prep		680.00
	Total		47,716.08
TOTAL	ALL EQUIPMENT SALES ARE FINAL.		

If above equipment is New: The Vermeer limited warranty is the only warranty applicable to this new equipment and is expressly in lieu of all other warranties by the seller/dealer, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Nothing in this language shall modify or change the obligations set forth in the existing manufacturer's written warranty.

If above equipment is Used: Any used equipment sold to the purchaser by the dealer under this written agreement is sold at the time of delivery by seller/dealer without any guarantee or warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this purchase order or in a separate writing furnished to the purchaser by the dealer at the time of sale.

Resolution No. 601-22

Introduced in Council:

February 7, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 601-22 – Authorizing the Mayor or City Manager to purchase Black Masking Curtains for the Charleston Coliseum and Convention Center, at a total price of \$47,540.43 from Rose Brand Wipers Inc. The purchase price was determined through a competitive bidding process.

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

That the Mayor or City Manager is authorized to purchase Black Masking Curtains for the Charleston Coliseum and Convention Center, at a total price of \$47,540.43 from Rose Brand Wipers Inc. The purchase price was determined through a competitive bidding process. The purchase will be paid for with Capital Improvement Funds.

2022-05 Black Masking Curtains for the CCCC
Bid Opening Date 1/21/22

		Rose Brand Wipers Inc. 4 Emerson Lane Secaucus NJ 07094 800-223-1624 X139 eyan.gottlieb@rosebrand.com	
Item	Quantity	Unit Price	Item Cost
Item 1.1 Main Blackout Curtain Panels	3	\$2,240.00	\$6,720.00
Item 1.2 Upper-Level Border Blackout Curtain Panels	50	\$675.00	\$33,750.00
Item 1.3 Bushel Hampers with Lids	12	\$436.50	\$5,238.00
Item 1.4 Pull- up Ropes or Tow Straps	3	\$555.56	\$1,666.68
Item 1.5 Tieline	1	\$165.75	\$165.75
Item 2.2 Freight			Included
Total Bid			\$47,540.43
Local Vendor Preference (4%)			Did not apply

Resolution No. 602-22

Introduced in Council:

February 7, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 602-22 – Authorizing and directing the Finance Director to establish Fund 223, Green Initiatives Fund, a Capital Projects Fund, to account for revenues received from transfers from other funds and other available sources to be used for implementing projects to improve energy efficiency and reduce the environmental impacts of the City’s facilities and fleet.

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

That the Finance Director is authorized and directed to establish Fund 223, Green Initiatives Fund, a Capital Projects Fund, to account for revenues received from transfers from other funds and other available sources to be used for implementing projects to improve energy efficiency and reduce the environmental impacts of the City’s facilities and fleet.

Resolution No. 603-22

Introduced in Council:

Adopted by Council:

February 7, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 603-22 – Authorizing and directing the Finance Director to establish Fund 224, Sidewalk Improvement Program Fund, a Capital Projects Fund, to account for revenues received from transfers from other funds and other available sources, including matching funds from property owners, to be used for sidewalk infrastructure improvements, maintenance, repairs, and replacement. Expenditures from the fund are subject to program rules to be established by the Planning, Streets and Traffic Committee.

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

That the Finance Director is authorized and directed to establish Fund 224, Sidewalk Improvement Program Fund, a Capital Projects Fund, to account for revenues received from transfers from other funds and other available sources, including matching funds from property owners, to be used for sidewalk infrastructure improvements, maintenance, repairs, and replacement. Expenditures from the fund are subject to program rules to be established by the Planning, Streets and Traffic Committee.

Resolution No. 604-22

Introduced in Council:

Adopted by Council:

February 7, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 604-22 – Authorizing the Mayor or City Manager to enter into an agreement with the West Virginia Department of Transportation, Division of Highways for the purpose of installing and maintaining public art, which will continue Gallery 64 installations on interstate piers within the Division of Highways’ right-of-way adjacent to Pennsylvania Avenue.

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

That the Mayor or City Manager is authorized to enter into an agreement with the West Virginia Department of Transportation, Division of Highways for the purpose of installing and maintaining public art, which will continue Gallery 64 installations on interstate piers within the Division of Highways’ right-of-way adjacent to Pennsylvania Avenue.