



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, March 6, 2023
6:00 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

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

I. DISCUSSION:

- a. Approval of Previous Minutes 2-21-2023

II. RESOLUTIONS:

- a. Resolution No. 775-23 – Authorizing the Mayor to sign and submit Charleston’s HOME-ARP Allocation Plan for the HOME-American Rescue Plan funds.
- b. Resolution No. 776-23 - Proclaiming that the Council for the City of Charleston acknowledges and accepts the terms and conditions of the West Virginia statewide settlement agreements with Walgreens, Bypass Pharmacy, Rhonda Pharmacy, The Pharmacy, Clendenin Pharmacy, and Fruth Pharmacy, Inc. and affirming the Mayor’s authorization to execute the exhibits acknowledging and agreeing to such terms in the settlement agreement.
- c. Resolution No. 777-23 - Authorizing the Mayor or City Manager to enter into a contract for workers’ compensation insurance and related services with an effective date of the policy from March 31, 2023 through March 31, 2024.

III. BUDGET:

- a. Presentation of the Mayor’s recommended budget for the fiscal year ending June 30, 2024.

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MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., FEBRUARY 21, 2023
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., February 21, 2023.

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

Joseph Jenkins, Chair
Brent Burton, Vice Chair
Becky Ceperley
Mary Beth Hoover
Larry Moore
Chad Robinson
Shawn Taylor

Absent:
None

Other Councilmembers present:
Frank Annie
Emmett Pepper
Bruce King
Shannon Snodgrass
Beth Kerns
Chelsea Steelhammer
Jennifer Pharr

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the February 6, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 768-23 – Authorizing the Mayor or City Manager, subject to final review by the City Attorney, to enter into contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool, at a price of \$1,048,032 for the City's Risk Management and Property, Casualty, and Cyber Insurance coverage and including all Third Party Administrator (TPA) Services for those lines of coverage for the period March 31, 2023 through March 31, 2024, in accordance with the costs referred to as Coverage Option 2 in Exhibit A except for the proposal for Workers' Compensation coverage. Underinsured motorists coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits of \$25,000/\$50,000/\$25,000 is accepted only.

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

That the Mayor or City Manager is authorized, subject to final review by the City Attorney, to enter into contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool, at a price of \$1,048,032 for the City's Risk Management and Property, Casualty, and Cyber Insurance coverage and including all Third Party Administrator (TPA) Services for those lines of coverage for the period March 31, 2023 through March 31, 2024, in accordance with the costs referred to as Coverage Option 2 in Exhibit A except for the proposal for Workers' Compensation coverage. Underinsured motorists coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits of \$25,000/\$50,000/\$25,000 is accepted only.

Councilmember Burton abstained from voting and left the room.

Finance Director and Acting City Manager, Andy Wood, added that the resolution recommends the renewal of the City's Property, Casualty, and Cyber Insurance coverage with the West Virginia Counties Group Self Insurance Risk Pool. The premium is approximately \$36,000 lower than the expiring policy. Wood added that Workers' Compensation Coverage will be renewed at the next meeting as they are still exploring the options.

Councilmember Taylor asked why the premium decreased. A representative from WV Corp replied that the City's loss experience was very favorable last year, so they were able to offer a 2.5% reduction across all lines. Councilmember Taylor confirmed that the Uninsured Motorist Policy is consistent with last year.

From the audience, Councilmember Snodgrass asked if the consultant, from USI, brought a recommendation to the City. Wood replied that they presented a Commercial Insurance Policy from Travelers. Councilmember Jenkins added that the consultant represents Travelers. He added that the consultant has brought to them a favorable Workers' Comp policy, which they are evaluating.

Councilmember Jenkins added that WV Corp comes in with the best value and coverage.

From the audience, Councilmember King commented that if the City was paying for a consultant, why would they not take their recommendation. They should be putting the City's best interest first over any company they represent. Councilmember Jenkins replied that he agreed, but didn't think that was followed.

From the audience, Councilmember Kerns stated that with WV being out of state, the City would not get any benefits from having a local company, such as B&O taxes. The representative from WV Corp replied that they are not an out of state entity, and is a West Virginia company, headquartered on Washington Street. They represent 275 WV localities.

Councilmember Ceperley moved to approve the Resolution. With members present recorded thereon as voting in the majority as affirmative, with one abstention from Burton, Chairperson Jenkins declared Resolution No. 768-23 approved. 13:22

Councilmember Burton reentered the room.

- b. Resolution No. 769-23 – Authorizing the Mayor or City Manager to purchase 41 sets of bunker gear for the Fire Department from Red Hot Fire Equipment, for a unit cost of \$2,349.00 each and the total amount of \$96,309.00 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 enter into a contract with Red Hot Fire Equipment in the amount of \$96,309.00 for the purchase of 41 sets of bunker gear for the Fire Department pursuant to a competitively sourced multi-state contract.

Wood added that the resolution is to purchase 21 sets for the new hires and 20 replacements.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 769-23 approved.

- c. Resolution No. 770-23 – Authorizing the Mayor to execute the attached Termination of Lease and Settlement Agreement between the City of Charleston and CRA Communications, LLC, successor in interest to Charles Ryan Associates, LLC.

Whereas, Parties entered into a lease agreement dated November 7, 2011, which is attached hereto as Exhibit B, pertaining to the use of office space located in Suite 301 of 601 Morris Street, Charleston, WV; and

Whereas, the term of the lease was for fifteen (15) years, with an expiration date of December 31, 2027, with early termination options contained therein; and

Whereas, the Tenant has made timely payments under the terms of the lease and has requested that the Landlord grant a termination of the lease at an end date of April 30, 2023, in exchange for a one-time payment of \$90,042.47 to buy out the remainder of the term of the lease; and

Whereas, Tenant has agreed to vacate the premises on or before 11:59 p.m. on April 30, 2023, and City has agreed to accept \$90,042.47 as a buy out of the remainder of the term of the Lease.

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

That the Mayor is authorized to execute the attached Termination of Lease and Settlement Agreement between the City of Charleston and CRA Communications, LLC, successor in interest to Charles Ryan Associates, LLC.

Wood added that the resolution allows for the rumination of the lease agreement that the City has with Charles Ryan Associates. The tenant provided notice that they intended to terminate the lease because that had found a smaller location to better fit their needs.

From the audience, Councilmember Snodgrass asked what was the cost of the City to build the office space to the renter's request. Wood replied that it was just over \$200,000. Councilmember Snodgrass confirmed that the City has recouped those costs over the 12 years that they have leased the space.

Councilmember Robinson confirmed with Wood that the yoga studio in the same building is current on their lease.

Wood added that there is already some interest in leasing that space.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 770-23 approved.

- d. Resolution No. 771-23 – Whereas, When Charleston’s City Hall was built in 1922, it was designed to house all City operations. On opening day, City Hall had a fully-equipped fire station, police station, municipal court, as well as all of the general administrative departments of city government. Over time, Charleston’s population, budget, and service offerings changed, resulting in a general expansion of government;

Whereas, City Hall continues to serve as the City’s primary police station, but the architecture of the building, as well as its age, create substantial obstacles to efficient police operations. While largely under one roof, the police department is physically segmented within the building;

Whereas, The municipal courtroom and its access points are inconvenient to citizens and court staff alike. Moreover, entry points have substantial ADA challenges. The Municipal Court Clerk’s Office is housed on the first floor of City Hall’s main entrance, which is not where the courtroom is located, straining operations during court proceedings;

Whereas, The administrative headquarters for the Charleston Fire Department is located within an active fire station, Station No. 2. Having the headquarters located within a fire station is often distracting to the conduct of administrative business of the department. Additionally, the Charleston Fire Department routinely conducts intensive fire training, but the department is currently without a permanent facility to conduct its training operations; and

Whereas, Both the police and fire departments maintain separate physical training (PT) facilities and equipment, located in different parts of the city. The City’s Administration desires to create a single PT facility for both police and fire employees;

Whereas, the City publicly advertised a request for Expressions of Interest for qualified architecture and design firms to submit a proposal for evaluation by the City, and

Whereas, after a thorough and thoughtful review process, the proposal scoring committee recommend that Silling Architects, with partner Architects Design Group, be selected to perform the pre-design services related to the development of a new public safety center.

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

That the Mayor or City Manager is authorized to enter into a contract with Silling Architects in the amount of \$242,000.00 for pre-design planning services related to a new public safety facility for the Police Department, Fire Department administration, and Municipal Court functions of the City. Services include spatial needs assessments, staffing studies, site analysis, conceptual planning, community engagement, estimates of development budgets, and grant identification according to the attached Exhibit A.

Wood added that the resolution authorizes a study a pre-design services for the Public Safety Center for the operations of the Municipal Court, Fire Department and Police Department. The City received 5 responses from the Request of Interest, and interviewed 3 firms by a Committee made of from Engineering, Planning and the Administration staff. The Committee has recommended Silling Architects. The project has a 6-month timeline.

Councilmember Robinson asked if the \$242,000 is with reimbursable expenses. A representative from Silling Architects confirmed yes. They are primarily to cover travel and printing costs.

Wood added that there was initially \$1 million from ARPA that Council approved, and an additional was allocated for the project (in any stage) in December 2022.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 771-23 approved.

- e. Resolution No. 772-23 – Authorizing the Mayor to execute the attached Lease Addendum to the lease between the City of Charleston and Shaner SPE Associates Limited Partnership forgiving the amount of \$84,061.30 in lease payments that were not noticed, invoiced, or paid.

Whereas, by Lease dated December 18, 1973, assigned and amended multiple times, and most recently by Lease Amendment dated October 21, 2014, the parties amended certain terms of the Lease, including providing for additional five-year terms of the Lease and escalating lease payments based on the consumer price index, all of which are incorporated into the Lease;

Whereas, In March 2020, the COVID-19 pandemic significantly impacted all sectors of the national economy, with hospitality being hit particularly hard. Hotels like the Lessee's suffered considerable losses and low occupancy rates. Parties inadvertently failed to provide specific notice of the monthly payment increase triggered by the previous lease amendment, which led to Lessee paying the unadjusted monthly payment for calendar years 2020, 2021, and 2022. The total rent payment shortfall was \$168,122.61.

Beginning in 2023, Lessee has paid the correct monthly lease payment and will pay the correct payment moving forward. In consideration of the COVID-19 pandemic impact, the Lessee's considerable investment in its hotel, and the lack of clear communication between the parties regarding the automatic increase, the City Council authorizes an abatement of the shortfall as set forth in the Addendum.

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

That the Mayor is authorized to execute the attached Lease Addendum of the lease between the City of Charleston and Shaner SPE Associates Limited Partnership.

Wood added that Shaner SPE Associates Limited Partnership owns the Holiday Inn Express by the Convention Center. The City owns the parcel that includes most of that parking lot, and has had a lease with that hotel group since 1973, having been most recently amended in 2014. This included an escalation clause that started in 2020. As the City was reviewing for the 2022 financial audit, it was discovered that neither party caught that escalation. Once contacted, the hotel group corrected their payments going forward, and requested that the under-payment Of \$168,000 be halved.

From the audience, Councilmember Snodgrass stated that she didn't see in the lease where the City was required to invoice the hotel group. City Attorney, Kevin Baker, stated that the lease does not require an invoice. Once it was discovered, they asked the City for the partial deduction due to, in part, the fact that they lost money during the pandemic years. Councilmember Snodgrass asked who in the City was responsible to ensure that the lease was paid accordingly.

Wood replied that the payments go to the Parking System. The City was not invoicing them, but they are now. Additionally, a system has been put into place to catch future lease increases.

From the audience, Councilmember Pepper asked why there was an escalation in the lease. Wood replied that it was based on a calculation of CPI in the 2014 agreement.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 772-23 approved.

- f. Resolution No. 773-23 – Authorizing the Mayor or City Manager to enter into a lease agreement with Komax for the leasing of copier for various City departments, at an equipment cost not to exceed \$5,500 per month for 60-months plus the cost of printing per page as set forth on the attached exhibit.

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

That the Mayor or City Manager is authorized to enter into a lease agreement with Komax for the leasing of copier for various City departments, at an equipment cost not to exceed \$5,500 per month for 60-months plus the cost of printing per page as set forth on the attached exhibit.

Wood added that the resolution is for a lease agreement for copiers for various offices throughout the City.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 773-23 approved.

- g. Resolution No. 774-23 – Authorizing the Mayor or City Manager to contract with Hartford for medical and prescription drug coverage for the post-65 Medicare eligible retiree health plan at a set cost per member per month for the plan year starting July 1, 2023.

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

That the Mayor or City Manager is authorized to contract with Hartford for medical and prescription drug coverage for the post-65 Medicare eligible retiree health plan at a set cost per member per month for the plan year starting July 1, 2023.

Wood added that the City maintains a self-funded health plan for eligible retirees for secondary coverage. The health benefits consultant has recommended the City use a fully insured provider to reduce the City's costs and associated risk. The plan has a fixed cost with renewal escalation caps. The overall savings are anticipated to be \$624,000 based on current claims. The medical and prescription benefits would remain the same.

Councilmember Taylor confirmed with Wood that this was a supplemental plan to their Medicare choice for both prescription and medical.

From the audience, Councilmember Annie asked if the insurance was recalculated every year, and is there an envelope of percentage it can't go above for the following year. Wood replied that the plan has an 18-month rate cap, and the cap on renewals is 5%.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 774-23 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 775-23

Introduced in Council:

Adopted by Council:

March 6, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 775-23 - Authorizing the Mayor to sign and submit to the U.S Department of Housing and Urban Development the City of Charleston's HOME-ARP Allocation Plan for the HOME-American Rescue Plan funds and all required certifications and agreements, including Sub-recipient project contracts relating to the HOME-ARP Allocation Plan.

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

That the Mayor is hereby authorized and directed to sign and submit to the U. S. Department of Housing and Urban Development the City of Charleston's HOME-ARP Allocation Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the HOME-ARP Allocation Plan.

CITY of CHARLESTON

501 Virginia St. East
Charleston, WV 25301



HOME-ARP Allocation Plan

*For Submission to HUD for the
HOME Investment Partnerships Program -
American Rescue Plan (HOME-ARP)*

March 2023

Honorable Amy Shuler Goodwin
Mayor, City of Charleston



Table of Contents

Introduction	2
Consultation	5
Public Participation	12
Needs Assessment and Gaps Analysis	14
HOME-ARP Activities.....	24
Use of HOME-ARP Funding	26
HOME-ARP Production Housing Goals.....	28
Preferences	29
Referral Methods	30
Limitations in a HOME-ARP rental housing or NCS project.....	32
HOME-ARP Refinancing Guidelines	33

DRAFT

Introduction

The City of Charleston, West Virginia is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME). The City of Charleston is the Participating Jurisdiction (PJ) for the City of Charleston/Kanawha County HOME Consortium of West Virginia for the HOME Program. The City of Charleston/Kanawha County HOME Consortium consists of the following municipalities: City of Charleston, Kanawha County, Town of Belle, Town of Cedar Grove, Town of Clendenin, City of Dunbar, City of Marmet, City of Nitro, City of St. Albans, and the City of South Charleston.

Congress appropriated \$5 billion in funds under the American Rescue Plan (ARP) Act of 2021. These funds are to be used to assist the homeless and those persons and families who are at risk of becoming homeless. The U.S. Department of Housing and Urban Development (HUD) is administering this program and the City of Charleston was allocated \$2,554,912 in HOME-ARP funds.

The City of Charleston Mayor's Office of Economic and Community Development is the lead entity and the administrator for the HOME-ARP funds, along with the CDBG and HOME Programs.

The City of Charleston prepared its HOME-ARP Allocation Plan to address its local needs and to establish priorities of HOME-ARP funds. The City must submit its Allocation Plan to HUD by March 31, 2023. In order to determine the City's needs, interviews and video conferences were held with various housing providers, social service agencies, the Continuum of Care members, advocacy agencies, etc. Qualifying populations for these funds include the homeless, households who are at-risk of homelessness, persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, and households with the greatest risk of housing instability.

HOME-ARP Eligible Projects/Activities:

The following projects/activities are eligible with the HOME-ARP funds:

1. Production or Preservation of Affordable Rental Housing

- Acquisition, construction of affordable rental housing for individuals and families that are part of the Qualifying Populations. This can include single family or multifamily housing, transitional or permanent housing, group homes, single room occupancy (SRO) units, and manufactured housing.

2. Tenant Based Rental Assistance

- Payments to a tenant to cover housing and housing-related costs, including rental assistance, security deposit assistance, utility deposits, and utility payments to households that are part of the Qualifying Populations.

3. Supportive Services

- Supportive services to members of the Qualifying Populations under three categories:
 - McKinney-Vento Supportive Services
 - Homelessness Prevention Services
 - Housing Counseling Services

4. Purchase and Development of Non-Congregate Shelter

- Acquisition, construction, or rehabilitation of non-congregate shelter units to service individuals and families that are part of the Qualifying populations.

HOME-ARP Qualifying Populations:

The HOME-ARP Program has the following four (4) Qualifying Populations for this program:

1. Homeless**2. At Risk of Homelessness**

- An individual or family who is extremely low income (<30% AMI), does not have support networks, and meets at least one of the conditions for homelessness (24 CFR 91.5).

3. Fleeing, or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**4. Other populations who do not qualify under any of the populations above but meet one of the following criteria:**

- Those who are currently housed due to temporary or emergency assistance or need additional assistance or services to avoid a return to homelessness.
- Populations at Greatest Risk of Housing Instability.
 - Households whose income is <30% AMI and are experiencing severe cost burden.
 - Households whose income is <50% AMI and meet one of the criteria for being At Risk of Homelessness.

The City of Charleston Mayor's Office of Economic and Community Development (MOECD) has been in collaboration with the local Continuum of Care (CoC), the Kanawha Valley Collective (KVC) for numerous years. The Kanawha Valley Collective is a consortium of individuals and organizations working to enrich the quality of life for individuals and families in the Kanawha Valley and surrounding areas. The Kanawha Valley Collective provides a seamless service delivery system through direct services, advocacy, education and prevention which address homelessness, the impact of poverty, and other social problems. The City of Charleston's CARE Department Director represents the City of Charleston as a member of the Kanawha Valley Collective since its inception. Currently a staff member of MOECD serves on the Board of Directors and other committees, including the Project Resource Committee (formerly the ESG committee) and the Homeless Management Information System (HMIS) Committee. The City of Charleston staff works with the Kanawha Valley Collective Project Resource Committee, made up of board members, ESG sub-recipients and HUD grant recipients, to determine how to allocate ESG funds for eligible activities.

In compliance with the HUD regulations, the City of Charleston has prepared a substantial amendment to its FY 2022 Annual Action Plan in order to submit the HOME-ARP Allocation Plan.

A "draft" of the FY 2022 Annual Action Plan – Substantial Amendment - HOME-ARP Allocation Plan was placed on display on the City's website at <https://www.charlestonwv.gov/government/city-departments/moeed>. The display period started on Friday, February 17, 2023 through Friday, March 3, 2023 for a 15-day display period. A Virtual Public Hearing was held on Thursday, March 2, 2023 to discuss the proposed HOME-ARP Allocation Plan and solicit resident comments. Upon completion of the 15-day comment period, the City of Charleston submitted the FY 2022 Annual Action Plan - Substantial Amendment - HOME-ARP Allocation Plan to the U.S. Department of Housing and Urban Development through IDIS on or before the Friday, March 31, 2023 deadline.

Consultation

Describe the consultation process including methods used and dates of consultation:

During the consultation process, the City of Charleston met with stakeholders, agencies/organizations, housing providers, and services that are part of the following categories:

- CoC(s) serving the jurisdiction's geographic area,
- homeless service providers,
- domestic violence service providers,
- veterans' groups,
- public housing agencies (PHAs),
- public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities.

The HOME-ARP consultation milestones are the following:

HOME-ARP Consultation Milestones	
Consultation	September 2022 through March 2023
Newspaper Notice	February 16, 2023
Social Media Notice	February 16, 2023
On Display	February 17, 2023
Public Hearing	March 2, 2023 at 12:30 PM
Off Display	March 3, 2023

The City of Charleston held virtual meetings with stakeholder agencies and organizations between the time period of November 9, 2022 through November 29, 2022. The City followed up with agencies/organizations through a survey to be able to gather as much additional information as possible.

The City ran a newspaper notice in the "Charleston Gazette-Mail" on Thursday, February 16, 2023 and posted it on social media that the notice of the "Draft" HOME-ARP Allocation Plan was on public display for fifteen (15) days on the City's MOECD website. The posting also referenced the day and time of the public hearing.

The Virtual Public Hearing was held on Thursday, March 2, 2023 at 12:30 PM to discuss the proposed HOME-ARP Allocation Plan and solicit resident comments on the Plan.

List the organizations consulted:

Agency/Organizations Consulted	Type of Agency/Organizations	Method of Consultation	Feedback
City of Charleston	Government	Virtual Meeting	The City of Charleston was involved in all meetings and was responsible for gathering a list of contacts and participated in asking questions and communicating with local stakeholders.
Coordinated Addiction Response Effort	Public Agencies that Address the Needs of the Qualifying Populations, and Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities	Virtual Meeting (11/14/2022)	Identified the following needs: • Substance abuse treatment is needed for the homeless or those at risk of homelessness • Shelters are facing staffing issues • A day shelter • Homeless are typically between 20-50 years old • Large number of homeless aged 18-24
WV Olmstead Council	Public Agencies that Address the Needs of the Qualifying Populations, and Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities	Virtual Meeting (11/14/2022)	Identified the following needs: • More services for disabled population of WV, especially for the elderly ○ There are more work injuries in WV, which lead to disability • Serious staffing shortages among agencies • More affordable housing
Kanawha Institute for Social Research & Action (KISRA)	Public Agencies that Address the Needs of the Qualifying Populations, and	Virtual Meeting (11/15/2022)	Identified the following needs: • Large number of city residents at risk of homelessness

	Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities		• Mental illness is a large problem for the homeless • Homeless or at-risk population is typically in their 30s-40s, especially among those served for behavioral health • Transportation is a big issue for many in a rural state.
Appalachian Service Project	Public Agencies that Address the Needs of the Qualifying Populations, and Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities	Virtual Meeting (11/15/2022)	Identified the following needs: • Accessibility improvements in housing stock
Charleston-Kanawha Housing Authority	Public Housing Agency	Virtual Meeting (11/15/2022)	Identified the following needs: • Supportive services to help formerly homeless remain in housing • Many people are given CKHA units, then evicting them 3-6 months later because of behavioral issues • 1,889 on housing waiting list • Fewer landlords are working with the Housing Authority • Increase in domestic violence noted, especially among elderly
Religious Coalition for Community Revival (RCCR)	Public Agencies that Address the Needs of the	Virtual Meeting (11/15/2022)	Identified the following needs:

	Qualifying Populations, and Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities		Greatest need is for permanent affordable housing
United Way of Central WV	Public Agencies that Address the Needs of the Qualifying Populations, and Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities	Virtual Meeting (11/15/2022)	Identified the following needs: - Low-barrier shelter - Permanent supportive housing case management to help teach and reinforce life skills - Recent increase in 211 calls among elderly who can't afford rent or utilities - Supportive services are #1 priority need
YWCA Sojourner Center	Homeless and Domestic Violence Service Providers	Virtual Meeting (11/15/2022)	Identified the following needs: 400 people served per year at women and family emergency center - Low-barrier shelter - Supportive services are #1 priority need, low-barrier shelter is #2
YWCA Charleston	Public Agencies that Address the Needs of the Qualifying Populations, and Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities, Homeless and	Virtual Meeting (11/16/2022)	Identified the following needs: - Fewer children in programming, but it's rising back to pre-pandemic levels - Mental health services - Not enough group homes in Charleston - Day shelters and home visitors - Has experienced severe staffing issues

	Domestic Violence Service Providers		• Current security in their shelters is not enough • DV makes other problems worse (disability, homelessness)
Disability Rights of WV	Public Agencies that Address the Needs of the Qualifying Populations, and Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities	Virtual Meeting (11/17/2022)	Identified the following needs: • Some landlords don't want to rent to people with specific disabilities • Problems with transitioning out of disability/treatment programs because of housing • Supportive services are #1 priority, affordable housing is #2
Kanawha Valley Collective Continuum of Care (City of Charleston, YWCA, McCormick Homes, RCCR, WV Covenant House)	CoC(s) serving the jurisdiction's geographic area	Virtual Meeting (11/17/2022)	Identified the following needs: • More accessible housing units for the homeless • Huge issues with NIMBYs preventing a low-barrier or day shelter. People do not want more shelters • Fewer seasonal "snowbird" homeless more recently • Homeless men are generally in their 40s • The number of landlords in the area has decreased • More human trafficking in the region, made worse by some victims not seeing themselves as trafficking victims • Highest priorities are low-barrier shelters, supportive services, transitional housing for DV survivors, and

			permanent housing as a next step from transitional housing
Salvation Army	Homeless and Domestic Violence Service Providers	Virtual Meeting (11/18/2022)	Identified the following needs: • Case management and life skills training is needed • Utility bills in the region are expensive, especially with the aging housing stock • Senior citizens and single people are the most common recipients of aid. • Affordable housing and transportation options are needed
Catholic Charities	Public Agencies that Address the Needs of the Qualifying Populations, and Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities	Virtual Meeting (11/18/2022)	Identified the following needs: • Utilities are particularly expensive in the region, partially because of aging housing stock. • Transportation, affordable housing, and supportive services are the biggest need.
West Virginia Human Rights Commission	Public Agencies that Address the Needs of the Qualifying Populations, and Public or Private Organizations that Address Fair Housing, Civil Rights, and the Needs of Persons with Disabilities	Virtual Meeting (11/21/2022)	Identified the following needs: • More people are asking about disability accommodations • More need for affordable, accessible housing • Women and family shelters

Daymark	Homeless and Domestic Violence Service Providers	Virtual Meeting (11/29/2022)	Identified the following needs: • Youth shelter where residents are victims of abuse and neglect • All programs are almost always full. • More transitional programs • Fewer decent landlords in the area than before • Life skills training is needed to help people find and maintain housing • Affordable housing is greatest need
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Summarize feedback received and results of upfront consultation with these entities:

During the HOME-ARP Consultation, the following priority needs for the qualifying populations were stressed:

- Need for more affordable rental housing.
- Need for supportive services such as counseling, life skills training, case management, childcare, transportation, legal services, and job training.
- Need for transitional housing.
- Lack of available shelter capacity.
- Funds to rehabilitate emergency shelters, SRO's, transitional and permanent housing.
- A day shelter

Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Date(s) of public notice:*** 2/16/2023
- ***Public comment period:*** start date – 2/17/2023 end date – 3/3/2023
- ***Date(s) of public hearing:*** 3/2/2023

Describe the public participation process:

The City of Charleston held a public hearing for the consultation with City residents, non-profit agencies and/or organizations, public housing authority, housing providers, Continuum of Care members, etc. on the “Draft” HOME-ARP Allocation Plan. During the public hearing, the City staff and the City consultants discussed the development of the HOME-ARP Allocation Plan.

The public hearing notice for the City of Charleston’s “Draft” HOME-ARP Allocation Plan was published in the “Charleston Gazette-Mail” on Thursday, February 16, 2023. In addition, the City posted the notice on its social media and the City’s MOECD Webpage.

The fifteen (15) day public comment period on the “Draft” HOME-ARP Allocation Plan was from Friday, February 17, 2023 through Friday, March 3, 2023. The City of Charleston placed the “Draft HOME-ARP Allocation Plan on the City’s website at <https://www.charlestonwv.gov/government/city-departments/moeed>.

The public was able to provide comments, via email at Paige.Hill@CityofCharleston.org or via phone at (304) 348-8035. Written comments were addressed to the Mayor’s Office of Economic and Community Development, attention Mr. Andrew Backus, Director, 105 McFarland Street, Charleston, WV 25301.

Describe efforts to broaden public participation:

To broaden public participation, the City of Charleston sent out an email blast to its list of non-profit agencies and housing providers that the “Draft” HOME-ARP Allocation Plan was on public display and when the public hearing was to take place. This list consists of 207 email addresses of names and organizations that have previously submitted funding requests or requested to be added to this list so they can be notified of future emails on funding options and public hearings.

In addition, the City posted the Public Hearing Notice on the City's MOECD website and the City's Facebook page.

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

A summary of comments and recommendations will be included after they are received.

Summarize any comments or recommendations not accepted and state the reasons why:

A summary of any comments or recommendations that were not accepted will be included after the comment period is concluded.

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Needs Assessment and Gaps Analysis

*In accordance with Section V.C.1 of the Notice (page 14), a PJ must evaluate the size and demographic composition of **all four** of the qualifying populations within its boundaries and assess the unmet needs of each of those populations. If the PJ does not evaluate the needs of one of the qualifying populations, then the PJ has not completed their Needs Assessment and Gaps Analysis. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services.*

OPTIONAL Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	62	17	211	211	0								
Transitional Housing	6	2	19	19	12								
Permanent Supportive Housing	6	3	150	150	62								
Other Permanent Housing	0	0	64	64	0								
Sheltered Homeless						21	210	32	51				
Unsheltered Homeless						0	22	1	9				
Current Gap										0	0	0	0

Data Sources: 1. 2022 Point in Time Count (PIT); 2. 2022 Continuum of Care Housing Inventory Count (HIC)

OPTIONAL Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	9,630		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	3,025		
Rental Units Affordable to HH at 50% AMI (Other Populations)	4,625		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		2,250	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		1,105	
Current Gaps			3,355

Suggested Data Sources: 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

Homeless as defined in 24 CFR 91.5

Based on the 2022 Point in Time Count, there were 298 homeless individuals identified in the Kanawha, Putnam, Boone, and Clay Counties CoC. Of those people experiencing homelessness, 44 (14.8%) were black, 245 (82.2%) were white, 0 were Asian, 2 were American Indian or Alaskan Native, 1 was Native Hawaiian or Other Pacific Islander, and 6 identified as having multiple races. Additionally, 181 (60.7%) were male, 114 (38.3%) were female, and 3 (1.0%) identified as transgender.

Among the population of those experiencing homelessness, there was a large portion that identified as severely mentally ill (98 individuals, or 32.9% of the surveyed population) or having chronic substance abuse issues (61 individuals or 20.5% of the surveyed population).

At Risk of Homelessness as defined in 24 CFR 91.5

24 CFR 91.5 defines “At Risk of Homelessness” as an individual or family that has an annual income below 30% of the HUD area median family income, does not have sufficient resources or support networks and meets one of several other conditions. According to the most recently available CHAS data, 10,320 households living in Kanawha County (or 13.1% of the total population) live at 30% or below the HUD Area Median Family Income and of those 10,320 households, 7,325 (70.1%) have one or more housing problems which include either incomplete kitchen facilities, incomplete plumbing facilities, more than one person per room, or have a cost burden greater than 30%. There are also currently 1,889 households on the public housing waiting list for the Charleston-Kanawha Housing Authority.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

During the 2022 Point in Time Count, there were 60 homeless individuals who identified themselves as victims of domestic violence in the Charleston/Kanawha, Putnam, Boone, Clay Counties CoC.

Between October and December 2022, 353 clients were served by the YWCA Resolve Family Abuse Program, which includes both residential and non-residential services. During that same period, YWCA Resolve recorded 5,990 shelter nights in their domestic violence shelter, with 6 requests for shelter not being met.

According to the Charleston Police Department, there were 458 incidents of Domestic Battery in the City in 2022. This shows that the instances of domestic violence are greater than the resources available to those fleeing domestic violence in the City and the HOME Consortium.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

Those with disabilities are at greatest risk of housing instability. According to the most recent American Community Survey (ACS) data from 2021, there were 8,518 residents (17.7% of the total civilian noninstitutionalized population) of the City of Charleston with a disability, showing that a significant portion of the City’s population is at a high risk of housing instability.

According to the most recent 2021 ACS data, In Kanawha County, there were 29,435 residents (16.7% of the total civilian noninstitutionalized population) with a disability.

Among others that are at greatest risk of housing instability, those who are at or below 30% of the HUD Area Median Family Income or are burdened by their monthly housing costs are at a higher risk of becoming homeless. According to the most recent CHAS Data, 3,755 (16.9%) households in the City and 10,320 (13.1%) households in Kanawha County have incomes at or below 30% of the HAMFI.

6,120 (27.6%) households in the City have a housing cost burden of greater than 30% of their income. 16,160 (20.4%) households in Kanawha County have a housing cost burden of greater than 30% of their income.

A large number of households in the region have also received payments for rental assistance. According to the West Virginia Housing Development Fund, over 49,000 applications in the state for rental and utility assistance through the Mountaineer Rental Assistance Program (MRAP) were approved.

In the most recent data available for 2022, there were 1,889 households on the public housing waiting list.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing (Optional):

The City of Charleston and the HOME Consortium has a variety of resources to assist households experiencing homelessness and at-risk of becoming homeless through Federal, State, and local programs. These programs range from emergency shelters for households experience homelessness, through the development of affordable rental housing for extremely low-income and low-income households. Below is a summary of the resources available through the City of Charleston:

- **Community Development Block Grant (CDBG) Program:**

The City of Charleston is a federal entitlement grantee, which received \$1,529,228 in FY 2022 Community Development Block Grant (CDBG) funds. These funds are used for public service activities, housing rehabilitation, after school and mentoring programs, public facility improvements, ADA accessibility improvements, park and recreation improvements, homeless services, youth services, health services, transportation services, substance abuse services, food

programs, utility assistance, job training services, and emergency shelter. Funding is provided to agencies for services and support emergency shelters to the homeless and those who are at-risk of becoming homeless.

- **HOME Investment Partnership (HOME) Program:**

The City of Charleston is the Participating Jurisdiction (PJ) for the City of Charleston/Kanawha County HOME Consortium of West Virginia for the HOME Program. The City of Charleston/Kanawha County HOME Consortium consists of the following municipalities: City of Charleston, Kanawha County, Town of Belle, Town of Cedar Grove, Town of Clendenin, City of Dunbar, City of Marmet, City of Nitro, City of St. Albans, and the City of South Charleston.

The City of Charleston/Kanawha County HOME Consortium as a federal entitlement grantee, received \$788,828 in FY 2022 of HOME Investment Partnership (HOME) funds. These funds are used for gap financing to non-profit developers for the acquisition and rehabilitation or new construction of rental housing primary for low- and moderate-income households and/or special needs populations. In addition, funds were used to assist first-time homebuyers with downpayment, closing costs, and mortgage subsidies. Funds support the development of affordable housing for the very low-income to assist those households who are at risk of becoming homeless.

- **Housing Inventory Count (HIC):**

The chart below is the Housing Inventory County (HIC) for 2022.

	Family Units	Family Beds	Adult Only Beds	Child Only Beds	Total Year Round Beds	Seasonal	Overflow/ Vouchers	Subset of Total Bed Inventory		
								Chronic Beds	Veteran Beds	Youth Beds
Emergency, Safe Haven and Transitional Housing:	17	68	230	9	307	0	63	N/A	12	13
Emergency Shelter	15	62	211	8	281	0	63	N/A	0	12
Safe Haven	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Transitional Housing	2	6	19	1	26	N/A	N/A	N/A	12	1
Permanent Housing:	18	34	252	0	286	N/A	N/A	N/A	64	4
Permanent Supportive Housing	3	6	150	0	286	N/A	N/A	N/A	62	2
Rapid Re-Housing	15	28	38	0	66	N/A	N/A	N/A	2	2

Other Permanent Housing	0	0	64	0	64	N/A	N/A	N/A	0	0
Grand Total:	35	102	482	9	593	0	63	91	76	17

The Kanawha Valley Collective CoC has a total 307 emergency, safe haven, and transitional housing beds and 2,916 units of permanent housing. Of those units, the CoC has 12 beds for veterans and 13 beds for youth under emergency, safe haven, and transitional housing. The CoC has 64 permanent housing beds for veterans and 4 for youth. There are 91 permanent supportive housing beds for the chronically homeless.

There are 281 year-round, emergency shelter beds, and 26 year-round, transitional housing beds. These resources and supportive services are as follows:

Emergency Shelter:

- **BVDS - Branches Putnam - 8 beds**
- **Daymark - Patchwork - 8 beds**
- **Kanawha Valley Collective - Ad Hoc Warming Station - 63 beds**
- **Kanawha Valley Collective - KVC I & Q - 41 beds**
- **Roark-Sullivan Lifeway Center - Giltinan - 60 beds**
- **Union Mission Ministries - Crossroads - 75 beds**
- **YWCA of Charleston - Hope House - 14 beds**
- **YWCA of Charleston - Sojourner's - 75 beds**

Transitional Housing:

- **Daymark - New Connections - 3 beds**
- **Roark-Sullivan Lifeway Center - Veterans Transition - 12 beds**
- **YWCA of Charleston - Alicia McCormick Transition - 11 beds**

Permanent Supportive Housing:

- **Charleston-Kanawha Housing Authority - Shelter+Care #1 - 26 beds**
- **Covenant House - Housing First - 47 beds**
- **Roark-Sullivan Lifeway Center - Twin Cities Center - 10 beds**
- **Roark-Sullivan Lifeway Center - VASH Charleston Vouchers - 62 beds**
- **YWCA of Charleston - Shanklin Center - 11 beds**

Rapid Re-Housing:

- **BVDS - Branches Putnam - Branches Putnam RRH - 1 bed**
- **Covenant House - Rapid Re-housing COC - 3 beds**
- **Covenant House - RRH ESG - 23 beds**

- **Covenant House - Covenant House ESG RRH C - 11 beds**
- **YWCA of Charleston - Resolve RRH - 28 beds**

Other Permanent Housing:

- **Charleston-Kanawha Housing Authority - EHV - 64 beds**

Describe the unmet housing and service needs of qualifying populations:

Homeless as defined in 24 CFR 91.5

Based off the 2022 Point In Time Count there was 253 households which were currently experiencing homelessness, 231 households were sheltered and 22 households were unsheltered. The unmet housing need for this qualified population is to increase the number of shelter beds and permanent supportive housing units.

The supportive services which are needed include the following: educational services, employment assistance and job training, food, housing searches and counseling services, legal services, life skills training, mental health services, outpatient health services, outreach services, substance abuse treatment services, transportation, case management, mediation, services for special populations, and financial assistance.

At Risk of Homelessness as defined in 24 CFR 91.5

The unmet housing needs of the at risk of homeless population is the lack of affordable housing units in the Consortium. This refers to that qualifying population who live at 30% or below the HUD Area Median Income and have one or more housing problems. This qualifying population needs short- and long-term rental and utility assistance, along with affordable permanent housing options.

The supportive services that are needed include the following: educational services, employment assistance and job training, food, housing searches and counseling services, legal services, life skills training, mental health services, outpatient health services, outreach services, substance abuse treatment services, transportation, case management, mediation, services for special populations, and financial assistance.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Based off the 2022 Point in Time Count, there were 60 homeless individuals who were identified as victims of domestic violence. The unmet housing need for this qualified population is to increase the number of domestic violence shelter beds and permanent supportive housing units.

The supportive services that are needed include the following: educational services, employment assistance and job training, food, housing searches and counseling services, legal services, life skills training, mental health services, outpatient health services, outreach services, substance abuse treatment services, transportation, case management, mediation, services for special populations, and financial assistance.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

The unmet housing and service needs for other populations who are at greatest risk of housing instability's supportive services to help decrease their risk of housing instability by providing wrap-around services. These individuals may have a substance abuse, mental health issues, and physical disabilities. To prevent housing instability, they need long term permanent housing assistance with case management and wrap-around support services. In addition, another population that is experiencing instability is the physically disabled and the developmentally challenged. There is a need for long-term permanent housing that is accessible for these persons with disabilities.

The supportive services that are needed include the following: educational services, employment assistance and job training, food, housing searches and counseling services, legal services, life skills training, mental health services, outpatient health services, outreach services, substance abuse treatment services, transportation, case management, mediation, services for special populations, and financial assistance.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

The City of Charleston and the HOME Consortium's limited supply of affordable, accessible housing is the largest gap in the system. This gap is much larger than the available resources of the City and County, but they will use these funds to leverage other funds to spread these funds out as much as possible to develop as many affordable housing options as possible.

Based off the 2022 Point In Time Count (PIT), the CoC has 22 unsheltered homeless persons and 231 sheltered homeless. With the emergency shelter beds near capacity, this leaves 22 homeless persons living on the streets and waiting to access shelter beds. In addition, the CoC has its permanent supportive housing beds over 100% utilization rate.

To assist in meeting the need to provide permanent housing, the CoC works with the Charleston-Kanawha Housing Authority for housing assistance through either public housing units or through the Section 8 Housing Choice Voucher program. The Charleston-Kanawha Housing Authority has 1,111 units of Public Housing, 2,951 Housing Choice Vouchers, 62 VASH Vouchers, 32 Shelter+Care Vouchers, 22 Mod Rehab Vouchers, 13 Homeownership Vouchers, 121 Mainstream Vouchers, 1 Fostering Youth Voucher, 66 Emergency Housing Vouchers, and a waiting list of 1,889 persons. The waiting list is still open.

Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. These characteristics will further refine the definition of “other populations” that are “At Greatest Risk of Housing Instability,” as established in the HOME-ARP Notice. If including these characteristics, identify them here:

The City of Charleston is not providing additional characteristics associated with instability and increase risk of homelessness in the City’s HOME-ARP Allocation Plan.

Identify priority needs for qualifying populations:

During the HOME-ARP Consultation, the following priority needs for the qualifying populations were stressed:

- Need for more affordable rental housing.
- Need for supportive services such as counseling, life skills training, case management, childcare, transportation, legal services, and job training.
- Need for transitional housing.
- Lack of available shelter capacity.
- Funds to rehabilitate emergency shelters, SRO’s, transitional and permanent housing.
- A day shelter

Explain how the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan:

The City of Charleston as the PJ for the HOME Consortium determined the level of need and gaps in the shelter inventory, housing inventory, and service delivery system from the stakeholders' consultations, agency surveys, the 2022 Point In Time Count (PIT), Housing Inventory Count (HIC), Homeless Management Information System (HMIS), in addition, the City analyzed the 2017-2021 American Community Survey Data (ACS Data) and the 2015-2019 Comprehensive Housing Affordability Strategy (CHAS).

Based on the above sources the City of Charleston determined the level of need and gaps in its shelter inventory, housing inventory, and service delivery systems.

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HOME-ARP Activities

Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

The City of Charleston as the PJ for the HOME Consortium will solicit HOME-ARP applications from non-profit, for-profit, developers and/or social service providers to undertake eligible HOME-ARP projects/activities. The City will release a Notice of Funding for Available HOME-ARP funds in the Charleston Gazette Mail. Potential applicants will be able to download the HOME-ARP Funding Application on the City's website (<https://www.charlestonwv.gov/government/city-departments/moecd>). The City's Mayor Office of Economic and Community Development staff will send out an email to its List Serve that consists of 207 email addresses notifying them of the release of the HOME-ARP Funding Request. In addition, the City will use social media by posting the release of the HOME-ARP Funding Request on their Facebook page.

On the Mayor's Office of Economic and Community Development website potential applicants will be directed to the HOME-ARP Funding Application and can gather additional information on the HOME-ARP Program.

The City will review the HOME-ARP Funding Applications and rank them to see which applications best meet the needs identified in the HOME-ARP Allocation Plan. This will help develop affordable housing options in the City of Charleston and the City of Charleston/Kanawha County HOME Consortium. In addition, the City will use HOME-ARP funds to help support the development of new housing by providing funds for supportive services to assist the residents of the new affordable rental housing. The City will look to leverage the HOME-ARP funds with private and public funding sources as part of its review and ranking of the funding requests.

Describe whether the PJ will administer eligible activities directly:

The City of Charleston Mayor's Office of Economic and Community Development will manage the HOME-ARP program administration and planning. The projects/activities will be managed by subrecipients that are awarded the HOME-ARP funds. During the process the MOECD staff will monitor these projects directly to make sure they are being carried out as per the Subrecipient Agreement.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

The City has not provided any HOME-ARP funds to subrecipient(s) or contractors prior to HUD's acceptance of the HOME-ARP Allocation Plan. The Mayor's Office of Economic and Community Development staff has only expended a portion of the 5% HOME-ARP Administration Allocation funds to cover the cost for its staff to participate in HOME-ARP Training and time it has spent working on the HOME-ARP Allocation Plan.

In accordance with Section V.C.2. of the Notice (page 4), PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.

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Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 650,000.00		
Acquisition and Development of Non-Congregate Shelters	\$ 0.00		
Tenant Based Rental Assistance (TBRA)	\$ 0.00		
Development of Affordable Rental Housing	\$ 1,521,676.00		
Non-Profit Operating	\$ 0.00	0 %	5%
Non-Profit Capacity Building	\$ 0.00	0 %	5%
Administration and Planning	\$ 383,236.00	15 %	15%
Total HOME ARP Allocation	\$ 2,554,912.00		

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

The City of Charleston developed the HOME-ARP Budget based on the needs identified from the consultation with the community stakeholders and the assessment of the data the City obtained from the Point In Time Count (PIT), Continuum of Care Housing Inventory Count (HIC), American Community Survey (ACS), Comprehensive Housing Affordability Strategy (CHAS) Data, and other statistical data provide from the CoC.

The City is going to allocate 25% of the funds for Supportive Services, 60% of the funds for the Development of Affordable Rental Housing, and 15% of the funds for Administration and Planning. These allocations were determined from the data analysis and the key points that were raised in the community stakeholders' meetings. Stakeholders felt there is a need to develop affordable rental housing options in the City and County for the homeless and/or at risk of homelessness. In addition, the need for supportive services was mentioned to help provide wrap around services to help keep these households housed.

The City is not allocating HOME-ARP funds to Acquisition and Development of Non-Congregate Shelters, Tenant Based Rental Assistance (TBRA), Non-Profit Operating, and Non-Profit Capacity Building based on the analysis of the needs for the City.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The 2022 Point in Time Count has 250 persons or 209 households in Emergency Shelters and 22 persons/households are not sheltered. The City of Charleston's housing market is seeing housing options being reduce because of the increase in housing sales prices, increase in monthly rents, low vacancy rates, and increases in utility costs. These trends are leading to the lack of affordable housing options and the increase of households becoming cost burdened. Based on the statistics and the community consultation, the stakeholders stated repeatedly the need for more affordable housing options in the City and in the HOME Consortium Area. In addition, the stakeholders mention the need for supportive services and case management to make sure that the clientele being served will stay housed. Funds will be used to help the homeless and the persons at-risk of becoming homeless be able to stay in housing and off the streets. The HOME-ARP funds will be used to assist the extremely low-income Consortium area residents that are homeless; at-risk of becoming homeless; housing instability; and fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking.

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HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

The City of Charleston estimates it will assist the development of seven (7) supportive affordable housing units using the HOME-ARP funds. This number was developed by the City, based on other new housing development projects that are currently being developed by other non-profit housing developers. The City is estimating a cost of \$200,000 per unit, which would cover the acquisition cost, architectural/engineering fees, permits, and construction costs. In addition, the City is budgeting funds to provide supportive services to these new HOME-ARP units. These affordable units will be available to all HOME-ARP qualifying populations because all four (4) qualifying populations needs are greater than the amount of HOME-ARP funds allocated to the City.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

The City of Charleston is looking to leverage the HOME-ARP funds with other Federal, State, local, private, foundation etc. funding sources. The goal of the City is to use these other funding sources to develop at least seven (7) affordable housing units or more, depending on the amount of funds the HOME-ARP subrecipient can leverage from other sources. If other funds are not available, the City will just fund projects with HOME-ARP funds.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

Not Applicable. The City of Charleston does not intend to give preference to one qualifying population versus another, because there is a need for assistance among all four (4) qualifying populations. The needs for all four (4) qualifying populations are greater than the amount of HOME-ARP funds the City of Charleston has been allocated.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Not Applicable.

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Referral Methods

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. PJ's may use multiple referral methods in its HOME-ARP program. (Optional):

The City of Charleston intends to use the Coordinated Entry System (CES) for its HOME-ARP projects and activities. The Coordinated Entry System covers the Kanawha Valley Collective CoC (KVC). KVC uses the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) created by OrgCode Consulting, Inc. and Community Solutions as the standard triage assessment tool. This assessment will be used for all homeless individuals and households in KVC.

There are three versions of the VI-SPDAT in use for different populations:

- Individuals
- Families
- Transition Age Youth
- Justice Discharge
- Prevention

The VI-SPDAT is to be completed for all individuals and families who are homeless under Category 1 (Literally Homeless) and Category 4 (Fleeing Domestic Violence) of HUD's definition of homelessness. The VI-SPDAT will be conducted as part of the standard HMIS intake.

The Vulnerability Index of the Services Prioritization Decision Assistance Tool (VI-SPDAT) is a product of OrgCode and measures acuity across five basic dimensions:

1. Wellness
2. Socialization and Daily Functioning
3. History of Housing and Homelessness
4. Risks
5. Family Unit

- Individuals are pre-screened using the VI-SPDAT Prescreen tool when seeking shelter or when working with an outreach worker. VI-SPDAT's will be completed through the Centralized Assessment Team office, or by an approved street outreach worker.
- VI-SPDAT scores categorize people into three different housing priority categories:
 - **Not recommended for full assessment:** People who would otherwise solve their own homelessness, but are often accepted into emergency shelter or transitional housing nonetheless. They do not screen in for a Rapid Re-Housing or Housing First assessment.

- **Moderate priority:** Individuals who have general housing barriers and are referred for a full SPDAT assessment to determine if appropriate for Rapid Re-Housing and Case Management.
- **Top priority:** Individuals with intensive needs who are referred for the full SPDAT Assessment to determine need for Housing First or Permanent Supportive Housing.

If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional):

All qualifying populations that are eligible for a project or activity will be included in the CoC Coordinated Entry (CE) process. While the CoC Coordinated Entry process uses its own definitions of homelessness and at-risk of homelessness, programs that provide HOME-ARP services will use the accepted definitions for the Qualifying Populations. All households seeking service are provided fair and equal access regardless of their location or method by which they access the system.

If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE. (Optional):

The Kanawha Valley Collective CoC prioritizes households experiencing homelessness within the CoC's geographic area for referral to housing and services. Priorities are consistent with CoC written standards approved by the HAB.

If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional):

Not Applicable. The City intends to only use the Coordinated Entry System (CE) Process for the HOME-ARP funded projects.

Limitations in a HOME-ARP rental housing or NCS project

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

The City of Charleston is not intending to limit eligibility for a HOME-ARP rental housing projects to a particular qualifying population or specific subpopulation. The need for affordable rental housing is necessary for all four (4) qualifying populations. The City of Charleston will solicit proposals for rental housing projects in general, which will serve the HOME-ARP qualifying populations. Evaluations of the Funding Requests will be made and funding awards will be based on the Mayor's Office of Economic and Community Development staff reviews.

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Not Applicable. The City of Charleston does not intend to implement a limitation on the HOME-ARP Program.

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):

Not Applicable.

HOME-ARP Refinancing Guidelines

The City of Charleston and the HOME Consortium does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds. Not Applicable.

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity***

Not Applicable.

- ***Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.***

Not Applicable.

- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***

Not Applicable.

- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***

Not Applicable.

- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.***

Not Applicable.

- ***Other requirements in the PJ's guidelines, if applicable:***

Not Applicable.

DRAFT



Citizen Participation



VIRTUAL PUBLIC HEARING & PUBLIC COMMENT HOME-ARP ALLOCATION PLAN

The City of Charleston will conduct a virtual public hearing on **Thursday, March 2, 2023 at 12:30 PM.**

To join the Zoom Meeting, use the following link (or scan the QR Code): <https://us02web.zoom.us/j/89368359216?pwd=K092S3RIOVZWUEIISVBtTFBUckdSQTO9>.

Meeting ID: 893 6835 9216 | Passcode: 979621

To join by phone, dial one of the following telephone numbers: (301) 715-8592, (305) 224-1968, (309) 205-3325 then enter Meeting ID: 893 6835 9216.

Persons requiring assistance due to hearing, speech, vision impairments, or limited English proficiency should contact Ms. Paige Hill, Mayor's Office of Economic and Community Development, City of Charleston, at: Paige.Hill@CityofCharleston.org or (304) 348-8035.

The TDD telephone number for the hearing impaired is 711.

The purpose of the public hearing is to present the City of Charleston's HOME-ARP Allocation Plan for the HOME-American Rescue Plan funds. The City intends to submit its HOME-ARP Allocation Plan in the amount of \$2,554,912 to the U.S. Department of Housing and Urban Development (HUD) on or before Friday, March 31, 2023.

The HOME-ARP Allocation Plan is required by HUD in order for the City of Charleston to receive federal HOME-ARP grant funds. The HOME-ARP Allocation Plan is a strategic plan detailing the process the City will use to allocate funds to assist individuals or households who are experiencing homelessness, at risk of becoming homeless, and other vulnerable populations, by providing affordable housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability.

In order to obtain the views of residents, public agencies, and other interested parties, the draft HOME-ARP Allocation Plan will be posted online for review at www.charlestonwv.gov/government/city-departments/moecd starting Friday, February 17, 2023 and ending on Friday, March 3, 2023, at which time the Allocation Plan will be presented to Charleston City Council for approval at its regularly scheduled meeting at 7 PM on Monday, March 6, 2023.

All interested residents are encouraged to sign on to this virtual public hearing and they will be given the opportunity to present oral testimony concerning the draft HOME-ARP Allocation Plan.

Written comments may be submitted online (scan QR Code): <https://forms.office.com/g/uaCZ82Pefd> or via phone at (304) 348-8035 [dial 711 for the hearing impaired], or mailed to the attention of Ms. Paige Hill, Mayor's Office of Economic and Community Development, City of Charleston, 105 McFarland Street, Charleston, WV 25301; by Friday, March 3, 2023.



SCAN ME



SCAN ME

Resolution No. 776-23

Introduced in Council:

Adopted by Council:

March 6, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 776-23 - Proclaiming that the Council for the City of Charleston acknowledges and accepts the terms and conditions of the West Virginia statewide settlement agreements with Walgreens, Bypass Pharmacy, Rhonda Pharmacy, The Pharmacy, Clendenin Pharmacy, and Fruth Pharmacy, Inc. and affirming the Mayor's authorization to execute the exhibits acknowledging and agreeing to such terms, which is attached to, and incorporated in, the settlement agreement.

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

That the Council for the City of Charleston proclaims that it acknowledges and accepts the terms and conditions of the West Virginia statewide settlement agreements with Walgreens, Bypass Pharmacy, Rhonda Pharmacy, The Pharmacy, Clendenin Pharmacy, and Fruth Pharmacy, Inc. relating to opioid-related claims made on behalf of the State of West Virginia and its political subdivisions, and affirms the Mayor's authorization to execute the exhibit acknowledging and agreeing to such terms, which is attached to, and incorporated in, the statewide settlement agreements as an exhibit.

FRUTH PHARMACY WEST VIRGINIA STATE-WIDE OPIOID

Settlement Agreement

I. OVERVIEW

This Settlement Agreement dated as of _____ sets forth the terms and conditions of a settlement between and among the Plaintiffs (defined herein) and Fruth Pharmacy, Inc., Fruth Inc., and Fruth Pharmacy of Ohio, Inc. (defined herein) (collectively, “Fruth Pharmacy”) to resolve opioid-related Claims (defined herein) against Fruth Pharmacy asserted in the lawsuit captioned *Roane County Commission et al v. Fruth Pharmacy, et al.*, Civil Action No. 19-C-96 to 19-C-108 (W. Va. Cir. Ct. Marshall County)(hereinafter *Roane County Action*”.

Fruth Pharmacy has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of law, or of any liability or wrongdoing, all of which Fruth Pharmacy expressly denies. No part of this Agreement, including its statements and commitments shall constitute evidence of any liability, fault, or wrongdoing by Fruth Pharmacy.

II. DEFINITIONS

- A. “Action” means the *Roane County Action*.
- B. “Alleged Harms” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of a Product, non-exclusive examples of which are described in the documents listed on Exhibit A, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Fruth Pharmacy.
- C. “Agreement” and “Settlement Agreement” mean this settlement agreement together with the Exhibits thereto.
- D. “Bar” means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (Either through a direct bar or through a grant of authority to release claims and that authority is

exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

- E. “*Case-Specific Resolution*” means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (Either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is considered or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Case-Specific Resolution.
- F. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.
- G. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- H. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- I. “*Class III Local Government*” means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).

- J. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).
- K. “*Common Benefit Fund Commissioner*” means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court’s Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court’s Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).
- L. “*Consent Judgment*” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit F, which provides for, among other things, the release set forth below, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.
- M. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- N. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).
- O. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) in any line of business arising from or relating in any way to a Product, including without limitation: (1) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of a Product; orders, prescriptions, formularies, guidelines, payments or rebates for a Product; policies, practices and/or operating procedures, statement, contracts, health or prescription drug insurance, health or prescription-drug claim administration, health or prescription-drug benefit administration, health or prescription-drug claim adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; and any

system, plan, policy or advocacy relating to any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulator of orders, prescriptions related to a Product; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; and (5) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product. For avoidance of doubt, products other than Products are not included in Covered Conduct. This definition shall not preclude the Attorney General from bringing antitrust, overpricing, or kickback claims of general applicability, the allegations of which (i) include prescription pharmaceutical products generally and are not specific or limited to Products and (ii) do not in any way concern, relate to, or arise from the nature and characteristics of Products; the use, misuse, abuse or diversion of, or addiction to, Products and/or the potential thereof; any alleged oversupply of Products; the legality, legitimacy and/or appropriateness of any prescription for Products and/or the legality; legitimacy and/or appropriateness of any dispensing of Products; asserted violations of state or federal controlled substances laws; or any alleged direct or indirect effects or harms resulting from any of the above.

- P. “*Fruth Pharmacy*” means Fruth Pharmacy and all of its past and present direct and indirect parents and subsidiaries including Fruth Pharmacy, Inc. and Fruth Pharmacy of Ohio, Inc. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.HH.
- Q. “*Effective Date*” means the date on which Fruth Pharmacy makes the payment described in Section III.A.
- R. “*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.
- S. “*Finality*” means:
1. the Agreement and the Consent Judgment have been approved and entered by the Court as to Fruth Pharmacy, including the release of all Released Claims against Released Entities as provided in this Agreement; and
 2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

- T. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.
- U. “*Litigating Local Government*” means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for “Litigating Local Governments” are subsequently identified.
- V. “*Litigation Cost Amount*” has the meaning specified in Section II.A below.
- W. “*Local Government*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III, and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, “Local Government” does not include special districts or school boards.
- X. “*Non-Litigating Local Government*” means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- Y. “*Non-Participating Local Government*” means a Local Government that is not a Participating Local Government.
- Z. “*Participation Date*” means one hundred twenty (120) days after the Agreement is executed.

- AA. “*Participating Local Government*” means a Local Government that signs the Election and Release Form annexed as Exhibit D and meets the requirements for becoming a Participating Local Government under subsection VIII.A or VIII.C.
- BB. “*Plaintiff*” means the Roane County Commission and all governmental entities named as Plaintiffs in civil action 19-C-96 to 19-C-108.
- CC. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. “Product” also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or “cocktail” of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.
- DD. “*Qualified Settlement Fund*” means the Wet Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.
- EE. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by the Court. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth by Court Order.
- FF. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments in any federal, state or local action or proceeding (whether judicial, arbitral, or

administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. While the State and Releasors take no position on the availability of such defense, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

- GG. “*Released Entities*” means (i) Fruth Pharmacy, Inc.; (ii) all of the foregoing entities’ respective past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (vii)-(viii) shall be a Released entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.
- HH. “*Releasors*” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies,

divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing, (b) any public entities or public instrumentalities and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release form (in the form attached as Exhibit D to this Agreement) providing for a release to the fullest extent of the Participating Local Government's authority. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VI.F.

- II. “*Remediation Amount*” has the meaning specified in Section III.A below.
- JJ. This agreement does not impose any costs or obligations on Fruth Pharmacy other than those specifically provided for in the Agreement.
- KK. “*Settlement Sum*” means the total sum to be paid pursuant to this Agreement by or on behalf of Fruth Pharmacy and all Released Entities as specified in Section III.A below. Neither Fruth Pharmacy nor any Released Entity shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- LL. “*State*” means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

III. CONSIDERATION TO BE PROVIDED BY FRUTH PHARMACY

- A. *Settlement Sum*. The Settlement Sum is \$500,000.00. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the Plaintiffs' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Fruth Pharmacy and the Released Entities in the Actions, and to be disbursed as provided by the Court; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State On or before the Participation Date, the Plaintiffs shall provide to Fruth Pharmacy Election and Release Forms (in the form annexed as Exhibit D) demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local

Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local Governments (collectively, the “Participation Threshold”). For the avoidance of doubt, the requirement that Fruth Pharmacy pay the Settlement Sum pursuant to this Agreement shall become binding only upon the Plaintiff’s provision to Fruth Pharmacy of Election and Release Forms demonstrating that it has met the Participation Threshold.

- B. *No Other Payments by Releasees.* Other than the Payment described in Section III.A, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.
- C. *Consent Judgment.* As soon as practicable following the Effective Date, and prior to the Initial Payment, Plaintiff shall file in the Court a proposed Dismissal Order approved by the Court effectuating the dismissal with prejudice, as to Fruth Pharmacy and all other Released Entities, and the Actions of Participating Local Governments pending before the Court. The Dismissal Order shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to determine the allocation of the Settlement Sum. The Parties shall confer and agree as to the final form and time of filing of the Dismissal Order prior to its filing with the Court.

IV. **INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT**

- A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E.
- B.

V. **CESSATION OF LITIGATION ACTIVITIES**

- A. It is the Parties’ intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant.

VI. **RELEASE AND DISMISSAL**

- A. *Scope.* As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasers’ Released Claims, and (2) the State (for itself and its Releasers) and each Participating Local Government (for itself and its Releasers) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to

otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities shall not seek indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The Initial Payment and the Subsequent Payments shall be the sole payments made by the Released Entities to the Releasors
involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waives its right to seek reallocation to Fruth Pharmacy pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
 - c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party under any theory, including on the basis of contribution, indemnity or other claim-over (a "*Claim-Over*").
 - e. The provisions of this subsection VII.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the

avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Fruth Pharmacy in subsection VII.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection VII.B.2, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection VI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Fruth Pharmacy and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Fruth Pharmacy under this Settlement Agreement).

C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

- D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* On or before the Participation Date, the State will provide an election and release form confirming that the State will settle and release (1) its claims; (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts; and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Attorney General is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement. While the Plaintiffs take no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct or the Alleged Harms, nothing in this Agreement either approves,

disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others.

- I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Fruth Pharmacy and any other Released Entities dismissed as part of the Consent Judgment to be entered pursuant to Section III.E above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Fruth Pharmacy and any other Released Entities within fourteen (14) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VII. PARTICIPATION BY LOCAL GOVERNMENTS

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.
- B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.
- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.
- D. *Representation With Respect to Local Government Participation.* Plaintiffs' counsel represent and warrant that they have a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. Plaintiffs' counsel acknowledge the materiality of the foregoing representation and warranty. Further, Plaintiffs' counsel will use their best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia

Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Fruth Pharmacy, which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution.

- E. *Representation With Respect to State Abatement Claims.* The Plaintiffs represent and warrant that the Remediation Amount being paid in this Agreement for Alleged Harms shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The Plaintiffs acknowledge the materiality of the foregoing representation and warranty.
- F. Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.
 - 1. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.
 - 2. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.

VIII. ENFORCEMENT AND DISPUTE RESOLUTION

- A. This Agreement shall only be enforceable by Fruth Pharmacy and the Plaintiffs.
- B. If either the Plaintiffs or Fruth Pharmacy believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the “Cure Period”). In the event the alleged noncompliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, The Parties by and through their counsel shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may bring an action to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes identified in this Section X.

IX. MISCELLANEOUS

- A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Fruth Pharmacy and Plaintiffs and between the Released Entities and all Releasors. Fruth Pharmacy is entering into this Settlement Agreement solely for the purposes of settlement and to resolve all Actions and Released Claims and thereby avoid significant expense,

inconvenience and uncertainty. Fruth Pharmacy denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Fruth Pharmacy of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Action, or in any other past, present or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

- B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.
- C. *Use of Evidence at Trial.* Plaintiffs agrees that none of the Released Entities will be a defendant in any trial of any Claims brought by any Releasors within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and that any evidence that references Released Entities or Products will be used solely against other defendants in such a trial.
- D. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.

- E. Taxes.* Fruth Pharmacy makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof.
- F. Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Fruth Pharmacy in violation of applicable federal, state, or other laws.
- G. No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- H. Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.
- I. Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- J. No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- K. No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- L. Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Fruth Pharmacy may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.
- M. Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- N. Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- O. Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

- P. *Severability.* In the event any one or more immaterial provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement. Material provisions are those in Sections III, V, VII, and VIII of this Agreement.
- Q. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

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On behalf of Plaintiffs

RHONDA’S PHARMACY, LLC’S WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. OVERVIEW

This Settlement Agreement dated as of _____ sets forth the terms and conditions of a settlement between and among the Plaintiffs (defined herein) and Rhonda’s Pharmacy, LLC., (defined herein) (hereinafter, “Rhonda’s Pharmacy”) to resolve opioid-related Claims (defined herein) against Rhonda’s Pharmacy as asserted in the lawsuit captioned *City of Beckley, West Virginia v. Rhonda’s Pharmacy, LLC., et al.*, Civil Action No. 20-C-34 (W. Va. Cir. Ct. Marshall County) (hereinafter “*City of Beckley Action*”).

Rhonda’s Pharmacy has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of law, or of any liability or wrongdoing, all of which Rhonda’s Pharmacy expressly denies. No part of this Agreement, including its statements and commitments shall constitute evidence of any liability, fault, or wrongdoing by Rhonda’s Pharmacy. The payment of the settlement sum herein shall not constitute evidence of insurance coverage for the alleged acts and harms set forth in the Action.

II. DEFINITIONS

- A. “*Action*” means the lawsuit captioned *City of Beckley, West Virginia v. Rhonda’s Pharmacy, LLC, et al.*, Civil Action No. 20-C-34 (W. Va. Cir. Ct. Marshall County).
- B. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the allegations set forth in the Action, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Rhonda’s Pharmacy.
- C. “*Agreement*” and “*Settlement Agreement*” mean this settlement agreement together with any Exhibits thereto.
- D. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right,

obligation, dispute, suit, contract, controversy, agreement, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- E. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- F. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- G. “*Class III Local Government*” means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).
- H. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).
- I. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- J. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).
- K. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) including without limitation the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, purchases, reimbursement, discovery, orders, prescriptions, formularies, guidelines, policies, practices and/or operating

procedures, statement, contracts, and any other act or failure to act relating to Opioid Drugs, or any alleged direct or indirect effects or harms resulting from any of the above.

- L. “*Rhonda’s Pharmacy*” means Rhonda’s Pharmacy, LLC, sometimes doing business with the tradename of Rhonda’s Pineville Pharmacy, (Rhonda’s Pineville Pharmacy is formally known as Pharmacare, Inc.), as well as all of its past and present direct and indirect parents and subsidiaries. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.AA.
- M. “*Effective Date*” means the date on which Rhonda’s Pharmacy pays the Settlement Sum.

“*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.

- N. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date.
- O. “*Litigating Local Government*” means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date.
- P. “*Local Government*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity. For the avoidance of doubt, “Local Government” does not include special districts or school boards.
- Q. “*Non-Litigating Local Government*” means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- R. “*Non-Participating Local Government*” means a Local Government that is not a Participating Local Government.

- S. “*Participation Date*” means one hundred twenty (120) days after the Agreement is executed.
- T. “*Participating Local Government*” means a Local Government that signs the Election and Release Form annexed as **Exhibit A** and meets the requirements for becoming a Participating Local Government.
- U. “*Opioid Drugs*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. “*Product*” also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or “cocktail” of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “*Product*” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “*Product*” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.
- V. “*Qualified Settlement Fund*” means the Wet Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.
- W. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by the Court. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth by Court Order.
- X. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “*Released Claims*” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments in any federal, state or local action or proceeding (whether judicial, arbitral, or

administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. While the State and Releasors take no position on the availability of such defense, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

- Y. “*Released Entities*” means “Rhonda’s Pharmacy” as defined in II.L. above, as well as any and all of the foregoing entities’ respective past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (vii)-(viii) shall be a Released entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.
- Z. “*Releasors*” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies,

divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing, (b) any public entities or public instrumentalities and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release form (in the form attached as **Exhibit A** to this Agreement) providing for a release to the fullest extent of the Participating Local Government's authority. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VI.F.

- AA. This agreement does not impose any costs or obligations on Rhonda's Pharmacy other than those specifically provided for in the Agreement.
- BB. "Settlement Sum" means the total sum to be paid pursuant to this Agreement by or on behalf of Rhonda's Pharmacy and all Released Entities as specified in Section III.A below. Neither Rhonda's Pharmacy nor any Released Entity shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- CC. "State" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

III. CONSIDERATION TO BE PROVIDED BY RHONDA'S PHARMACY

- A. *Settlement Sum*. The Settlement Sum is \$30,000.00 (Thirty Thousand Dollars). The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the Plaintiffs' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Rhonda's Pharmacy and the Released Entities in the Actions, and to be disbursed as provided by the Court; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State. On or before the Participation Date, the Plaintiffs shall provide to Rhonda's Pharmacy **Election and Release Forms (in the form annexed as Exhibit A)** demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local Governments as of the Participation Date

that are Class I or Class II Local Governments have become Participating Local Governments (collectively, the “Participation Threshold”). For the avoidance of doubt, the requirement that Rhonda’s Pharmacy pay the Settlement Sum pursuant to this Agreement shall become binding only upon the Plaintiff’s provision to Rhonda’s Pharmacy of Election and Release Forms demonstrating that it has met the Participation Threshold. The Settlement Sum shall be paid within fifteen (15) days after delivery of all Election and Release Forms required under this Section.

- B. *No Other Payments by Releasees.* Other than the Payment described in Section III.A, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.
- C. *Dismissal Order.* As soon as practicable following the Effective Date, , Plaintiff shall file in the Court a proposed Dismissal Order approved by the Court effectuating the dismissal with prejudice, as to Rhonda’s Pharmacy and all other Released Entities, and the Actions of Participating Local Governments pending before the Court. The Dismissal Order shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to determine the allocation of the Settlement Sum as set forth in the West Virginia First Memorandum of Understanding, discussed in greater detail below. The Parties shall confer and agree as to the final form and time of filing of the Dismissal Order prior to its filing with the Court.

IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT

- A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Settlement Sum as provided in the Orders of the Panel and the West Virginia First Memorandum of Understanding, including the payment of attorney fees and costs.

V. CESSATION OF LITIGATION ACTIVITIES

- A. It is the Parties’ intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant.

VI. RELEASE AND DISMISSAL

- A. *Scope.* As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasers’ Released Claims, and (2) the State (for itself and its Releasers) and each Participating Local Government (for itself and its Releasers) shall be deemed to have absolutely, unconditionally, and

irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities shall not seek indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The Settlement Sum set forth in III.A. shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waives its right to seek reallocation to Rhonda's Pharmacy pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
 - c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party under any theory, including on the basis of contribution, indemnity or other claim-over (a "*Claim-Over*").
 - e. The provisions of this subsection VI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this

prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Rhonda's Pharmacy in subsection VI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Rhonda's Pharmacy and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Rhonda's Pharmacy under this Settlement Agreement).

- C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially

affect the State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

- D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* On or before the Participation Date, the State will provide an election and release form confirming that the State will settle and release (1) its claims; (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts; and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Attorney General is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising

out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement.

- I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Rhonda's Pharmacy and any other Released Entities dismissed as part of the Dismissal Order above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Rhonda's Pharmacy and any other Released Entities within fourteen (14) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VII. PARTICIPATION BY LOCAL GOVERNMENTS

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (**Exhibit A**); or (2) having its claims extinguished by operation of law.
- B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.
- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law..
- D. *Representation With Respect to Local Government Participation.* Plaintiffs' counsel represent and warrant that they have a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. Plaintiffs' counsel acknowledge the materiality of the foregoing representation and warranty. Further, Plaintiffs' counsel will use their best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments.

VIII. ENFORCEMENT AND DISPUTE RESOLUTION

- A. This Agreement shall only be enforceable by Rhonda's Pharmacy and the Plaintiffs.

- B. If either the Plaintiffs or Rhonda's Pharmacy believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the "*Cure Period*"). In the event the alleged noncompliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, The Parties by and through their counsel shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may file a motion to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes.

IX. MISCELLANEOUS

- A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Rhonda's Pharmacy and Plaintiffs and between the Released Entities and all Releasors. Rhonda's Pharmacy is entering into this Settlement Agreement solely for the purposes of settlement and to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Rhonda's Pharmacy denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Rhonda's Pharmacy of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Action, or in any other past, present or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Opioid Drugs in accordance with applicable laws and regulations.
- B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file or use this Agreement in any action or proceeding (1)

involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

- C. *Use of Evidence at Trial.* Plaintiffs agrees that none of the Released Entities will be a defendant in any trial of any Claims brought by any Releasors within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and that any evidence that references Released Entities or Products will be used solely against other defendants in such a trial.
- D. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.
- E. *Taxes.* Rhonda's Pharmacy makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Settlement Sum or the Litigation Cost Amount or any portion thereof.
- F. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Rhonda's Pharmacy in violation of applicable federal, state, or other laws.
- G. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- H. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.
- I. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- J. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- K. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

- L. *Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Rhonda's Pharmacy may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.
- M. *Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- N. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- O. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- P. *Severability.* In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.
- Q. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

Rhonda's Pharmacy:

Rhonda M. Rose
P.O. Box 1167
Pineville, WV 24874

Counsel for Rhonda's Pharmacy:

Steven K. Nord, Esq.	(WV # 2748)
Ryan Q. Ashworth, Esq.	(WV # 10451)
Ashworth Nord LLC	
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*****SIGNATURE PAGE FOLLOWS*****

Approved by:

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On behalf of Rhonda's Pharmacy

Approved by:

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On behalf of Plaintiffs

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On behalf of Plaintiffs

**Walgreens West Virginia State-Wide Opioid
Settlement Agreement**

I. OVERVIEW

This Settlement Agreement dated as of January 13, 2023 sets forth the terms and conditions of a settlement between and among the State of West Virginia (defined herein) and Walgreens (defined herein) (collectively, “the *Parties*”) to resolve opioid-related Claims (defined herein) against Walgreens.

Walgreens has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Walgreens expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Walgreens. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

This Agreement resolves as to Walgreens, among other things, the lawsuit captioned *State of West Virginia ex rel. Patrick Morrissey, Attorney General v. Walgreens Boots Alliance, Inc., et al.*, Civil Action No. 20-C-82 PNM (W. Va. Cir. Ct. Putnam County) (the “*West Virginia AG Action*”), pending within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and Actions brought and/or Claims possessed by Participating Local Governments.

II. DEFINITIONS

- A. “*Actions*” means the West Virginia AG Action and any lawsuit by a Local Government asserting any Released Claim against one or more Released Entities.
- B. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of a Product, non-exclusive examples of which are described in the documents listed on Exhibit A, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Walgreens.
- C. “*Agreement*” and “*Settlement Agreement*” mean this settlement agreement together with the Exhibits thereto.
- D. “*Bar*” means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from

maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

- E. “*Case-Specific Resolution*” means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is considered or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Case-Specific Resolution.
- F. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.
- G. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- H. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- I. “*Class III Local Government*” means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).

- J. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).
- K. “*Common Benefit Fund Commissioner*” means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court’s Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court’s Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).
- L. “*Consent Judgment*” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit F, which provides for, among other things, the release set forth below, the Court’s approval of the Litigation Cost Amount, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.
- M. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- N. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).
- O. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) compounding, counseling and documentation relating to any Product or class of Products (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (5) diversion control programs or suspicious order monitoring related to any Product. For avoidance of doubt, products other than Products are not included in Covered Conduct.
- P. “*Effective Date*” means the date on which Walgreens makes the payment described in Section III.A.

- Q. “*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.
- R. “*Finality*” means:
1. the Agreement and the Consent Judgment have been approved and entered by the Court as to Walgreens, including the release of all Released Claims against Released Entities as provided in this Agreement; and
 2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- S. “*Global Settlement*” means the Settlement Agreement between Walgreens, other states and political subdivisions in the United States dated December 9, 2022 setting forth the terms of settlement of claims against Walgreens in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) and related state court prescription opiate litigation.
- T. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.
- U. “*Litigating Local Government*” means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for “Litigating Local Governments” are subsequently identified.
- V. “*Litigation Cost Amount*” has the meaning specified in Section III.A below.

- W. “*Local Government*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, “Local Government” does not include special districts or school boards.
- X. “*Non-Litigating Local Government*” means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- Y. “*Non-Participating Local Government*” means a Local Government that is not a Participating Local Government.
- Z. “*Participation Date*” means one hundred twenty (120) days after the Agreement is executed.
- AA. “*Participating Local Government*” means a Local Government that signs the Election and Release Form annexed as Exhibit D and meets the requirements for becoming a Participating Local Government under subsection VIII.A or VIII.C.
- BB. “*Plaintiff*” means the State of West Virginia, acting by and through its Attorney General.
- CC. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. “Product” also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or “cocktail” of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.
- DD. “*Qualified Settlement Fund*” means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.

- EE. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement.
- FF. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasers (whether or not West Virginia or such Local Government or Releaser has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. While the State takes no position on the availability of such defenses, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releaser against a Released Entity prior to the Execution Date.
- GG. “*Released Entities*” means Walgreens and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of Walgreens; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of Walgreens or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of Walgreens or its subsidiaries, including in any Walgreens or subsidiary’s capacity as a participating

member in such joint venture; (5) all direct or indirect parents and shareholders of Walgreens (solely in their capacity as parents or shareholders of Walgreens with respect to Covered Conduct); and (6) any insurer of Walgreens or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity).

HH. “*Releasors*” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, public service districts, unincorporated districts, water districts, law enforcement districts, emergency services districts, highway authorities, conservation districts, development authorities, reclamation districts, recreation districts, economic development authorities, housing authorities, sanitary districts, solid waste authorities, urban mass transportation authorities, and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasisovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release Form (in the form attached as Exhibit D to this Agreement) providing for a release to the fullest extent of the Participating Local Government’s authority. The State’s Attorney General represents that he or she has or has obtained the authority set forth in Section VII.F.

II. “*Remediation Amount*” has the meaning specified in Section III.A below.

JJ. “*Settlement Class Resolution*” means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Local Governments in the State that (1) conforms with the State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Local Governments in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Local Governments may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Walgreens other than those provided for in the Agreement, or contain any provision inconsistent with any

provision of the Agreement. If applicable State law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Local Governments collectively representing 1% or more of the State's population opt out. In seeking certification of any Settlement Class, the State and applicable Local Governments shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.

- KK. "*Settlement Sum*" means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of Walgreens and all Released Entities as specified in Section III.A below. Neither Walgreens nor any Released Entities shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- LL. "*State*" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.
- MM. "*Walgreens*" means Walgreens Co. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.GG.

III. CONSIDERATION TO BE PROVIDED BY WALGREENS

- A. *Settlement Sum*. The Settlement Sum is \$83,000,000 reflecting a substantial premium for the State given the unique facts and circumstances associated with the Actions, including without limitation the trial date and the impact of opioid abuse and misuse in the State. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the State's and Participating Local Governments' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Walgreens and the Released Entities in the Actions, and to be disbursed as provided in Section IX below; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State and disbursed as provided in Section IV below. Walgreens does not concede that these activities constitute cognizable abatement. For the avoidance of doubt, the Remediation Amount equals the aggregate amount paid or incurred by Walgreens hereunder other than amounts that constitute the Litigation Cost Amount. The Qualified Settlement Fund Administrator shall place the Litigation Cost Amount and the Remediation Amount into separate sub-funds within the Qualified Settlement Fund pending their disbursement as provided in this Settlement Agreement. On or before the Participation Date, the State shall provide to Walgreens Election and Release Forms (in the form annexed as Exhibit D) demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population

of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local Governments (collectively, the “Participation Threshold”). For the avoidance of doubt, the requirement that Walgreens pay the Settlement Sum pursuant to this Agreement shall become binding only upon the State’s provision to Walgreens of Election and Release Forms demonstrating that it has met the Participation Threshold.

- B. *Timeline for Settlement Sum Allocation and Payments.* Provided that the State has met the Participation Threshold, within three (3) business days of the earliest of either Walgreens’ receipt of Election and Release Forms demonstrating that the Participation Threshold has been met or the Participation Date, the Parties shall jointly file with the Court a request that the Court determine what portion of the Settlement Sum constitutes the Litigation Cost Amount. The State agrees that it will not seek a Litigation Cost Amount percentage greater than that sought from any other settling party, and it is the Parties’ expectation and intent that the Litigation Cost Amount percentage shall be no greater than for any other settling party. If the Court has not issued an order regarding the portion of the Settlement Sum that constitutes the Litigation Cost Amount by May 1, 2023, the Parties will meet and confer and will agree by May 8, 2023 on an allocation as between the Remediation Amount and the Litigation Cost Amount, subject to revision by the Court. If the Parties agree on an allocation as between the Remediation Amount and the Litigation Cost Amount and the Court later orders a different allocation as between the Remediation Amount and the Litigating Cost Amount, the State agrees to cooperate with Walgreens in preparing any tax forms reasonably requested by Walgreens, including but not limited to those set out in Section XI.F. Walgreens shall, within fifteen (15) days after the occurrence of (1) the Participation Date; (2) the Court issuing a ruling determining what portion of the Settlement Sum constitutes the Litigation Cost Amount or an agreement by the Parties on such allocation, whichever comes first; (3) Walgreens’s receipt of Election and Release Forms demonstrating that the Participation Threshold has been met; and (4) the date the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court and Walgreens has received from the West Virginia Attorney General a W-9 and wire instructions for the Qualified Settlement Fund, pay into the Qualified Settlement Fund the total sum of \$11,066,666.67 (the “Initial Payment”). Beginning one year after the Initial Payment, WALGREENS shall pay into the Qualified Settlement Fund \$11,066,666.67 per year for payment years 2 and 3, and \$9,960,000 per year for payment years 4 through 8 (the “Subsequent Payments”) pursuant to the schedule set forth in Exhibit H.
- C. *No Other Payments by Releasees.* Other than the Initial Payment and the Subsequent Payments described in Section III.A, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.
- D. *Consent Judgment.* As soon as practicable following the Effective Date, and prior to the Initial Payment, Plaintiff shall file in the Court a proposed Consent Judgment

substantially in the form of Exhibit F. The Consent Judgment shall be approved by the Court and include the dismissal with prejudice, as to Walgreens and all other Released Entities, of the West Virginia AG Action and the Actions of Participating Local Governments pending before the Court. The Consent Judgment shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to (1) determine the allocation of the Litigation Cost Amount as provided in Section IX, and (2) enter an Amended Consent Judgment imposing injunctive terms as set out in Section V.A. The Parties shall confer and agree as to the final form and time of filing of the Consent Judgment and any amended Consent Judgment prior to its filing with the Court.

IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT

- A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E. For the avoidance of doubt, the Qualified Settlement Fund Administrator shall not allocate or distribute any of the Remediation Amount to any Non-Participating Local Government.
- B. Walgreens shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Amount. Plaintiff specifically represents, however, that any such apportionment and use shall be made in accordance with this Agreement and all applicable laws, unless otherwise ordered by the Court.

V. INJUNCTIVE RELIEF

- A. The State and Walgreens agree that the Consent Judgment shall provide that the Court shall retain jurisdiction to enter an Amended Consent Judgment imposing injunctive terms that match the injunctive terms imposed in the Global Settlement upon effectiveness of the Global Settlement. If the Global Settlement does not go into effect within one year of the Effective Date, then the State may elect by no later than three years of the Effective Date and upon 90 days' notice to Walgreens for the injunctive terms attached as Exhibit F to Walgreens' settlement agreement with the Florida Attorney General to apply instead.

VI. CESSATION OF LITIGATION ACTIVITIES

- A. It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant. The State shall use best efforts to cause Litigating Local Governments to cease all activities in accordance with the foregoing understanding.

VII. RELEASE AND DISMISSAL

- A. *Scope.* As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors' Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.
- B. *Claim-Over and Non-Party Settlement*
1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities shall not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The Initial Payment and the Subsequent Payments shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waives its right to seek reallocation to WALGREENS pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
 - c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-

Party under any theory, including on the basis of contribution, indemnity or other claim-over (a “*Claim-Over*”).

- e. The provisions of this subsection VII.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
- 2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
 - 3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Walgreens in subsection VII.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
 - 4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection VII.B.2, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection VI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Walgreens and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Walgreens under this Settlement Agreement).
- C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for

itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

- D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* The State's Attorney General expressly represents and warrants that it will, on or before the Participation Date, have (or have obtained) the authority to settle and release Claims of (1) the State, (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also,

for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement. While the State takes no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct or the Alleged Harms, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others.
- I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Walgreens and any other Released Entities dismissed as part of the Consent Judgment to be entered pursuant to Section III.E above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Walgreens and any other Released Entities within seven (7) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VIII. PARTICIPATION BY LOCAL GOVERNMENTS

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.
- B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the

settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.

- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.
- D. *Representation With Respect to Local Government Participation.* The State represents and warrants that it has a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. The State acknowledges the materiality of the foregoing representation and warranty. Further, the State will use its best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Walgreens, which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution.
- E. *Representation With Respect to State Abatement Claims.* The State represents and warrants that the Remediation Amount being paid in this Agreement for Alleged Harms shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The State acknowledges the materiality of the foregoing representation and warranty.
- F. *Representation With Respect to Claims by Later Litigating Local Governments.* The State represents and warrants that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Execution Date, the State will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Later Litigating Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the Later Litigating Local Government's Claims as to the Released Entities, or other means.
- G. Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.

- H. Concurrently with Plaintiff's submission of the Consent Judgment per Section III.E above, the Parties will jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit G, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

IX. ATTORNEY FEES, COSTS AND EXPENSES; DISBURSEMENT OF LITIGATION COST AMOUNT

- A. Counsel for any Participating Local Government may submit applications to the Common Benefit Fund Commissioner seeking an allocation from the Litigation Cost Amount for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees, incurred by it prior to the Execution Date in connection with the Actions against Walgreens. The State may submit applications to the Common Benefit Fund Commissioner or may otherwise petition the Court for an award of reasonable attorney fees, costs and/or expenses to be paid from the Litigation Cost Amount.
- B. The Parties recognize that the goal of this Agreement is one hundred percent (100%) participation by Local Governments. In determining the allocation among Counsel of the Common Benefit Fund, the Common Benefit Fund Commissioner shall consider such factors as whether the Counsel and his or her clients have contributed to increasing (or reducing) the payments awarded to the State through participation and whether the Counsel represents any Non-Participating Local Governments and/or any Later Litigating Local Governments. It is the Parties' expectation and intent that no portion of the Litigation Cost Amount will be distributed to Counsel for attorney fees, costs and/or expenses incurred in connection with the representation of any Non-Participating Local Government and/or any Later Litigating Local Governments, and the State agrees that it will not take any positions to the contrary before the Court, except to the extent it is part of the consideration of Common Benefit fees or cost.
- C. The Common Benefit Fund Commissioner shall recommend, subject to the Court's review upon request, an allocation of the Litigation Cost Amount among the various Counsel who submitted applications in accordance with Section IX.A. Such allocations shall be subject to the limitations and conditions set forth in this Agreement, the provisions of the West Virginia First Memorandum of Understanding, West Virginia law, and the Orders of the Court. Any objections to the Common Benefit Fund Commissioner's recommended allocation shall be resolved by the Court.
- D. Notwithstanding provisions herein, an attorney may include any work done or time spent on the implementation of, or in furtherance of completion of, this Settlement Agreement prior to or after the Effective Date in a fee request or application. In the event the total amount of fees, costs, and expenses awarded pursuant to this Section IX is less than the Litigation Cost Amount, the remainder shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

- E. For the avoidance of doubt, nothing in this Section IX shall require any payment by Walgreens beyond the Settlement Sum, nor shall Walgreens have any responsibility or authority regarding the allocation of the Litigation Cost Amount, except that the Common Benefit Fund Commissioner and/or the Court may receive information from Walgreens as to (1) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Local Governments, and (2) such other information as Walgreens may voluntarily elect to provide.
- F. The Litigation Cost Amount is intended to compensate Counsel for the State and Participating Local Governments for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees paid on behalf of Participating Local Governments, incurred by them prior to the Execution Date in connection with the Actions against Walgreens, whether those Actions were filed in state or federal court.
- G. No portion of the Litigation Cost Amount may be allocated on the basis of attorney fees, costs, or expenses incurred (1) after the Execution Date, (2) in connection with the representation of Non-Participating Local Governments, or non-governmental persons or entities, or (3) in connection with Claims against persons or entities other than the Released Entities.
- H. To be eligible for any award from the Litigation Cost Amount, Counsel must certify each of the following in an application submitted pursuant to this Section IX:
 - 1. The fees, costs, and/or expenses sought are for work performed or costs or expenses incurred by such Counsel before the Execution Date in connection with representing the State and/or one or more Participating Local Government(s) in connection with Claims against Walgreens concerning the Covered Conduct.
 - 2. No portion of the fees, costs, or expenses sought is for work performed or costs or expenses incurred in connection with representing a Non-Participating Local Government.
 - 3. Counsel will accept the allocation awarded by the Court and will not seek the payment of fees, costs, or expenses from any Participating Local Government in connection with this Settlement or the Released Claims.
 - 4. Counsel will not assert, and instead expressly waives, any right to collect a contingency fee from any Participating Local Government related to the payments made by Walgreens.
 - 5. Counsel has notified each West Virginia Local Government represented by such Counsel of the amount(s) sought in the application.

6. Counsel has no present intent to represent or participate in the representation of any Later Litigating Local Government or any Releasor with respect to Released Claims against Released Entities.
 7. Counsel will not charge or accept any referral fees for any Released Claims brought against Released Entities.
 8. Counsel will not engage in any advertising or solicitation related to Released Claims against Released Entities.
 9. Counsel does not have a Claim for fees, costs or expenses related to a Later Litigating Local Government, except any Common Benefit Fee as allowed by Court Order.
 10. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.
 11. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.
- I. If it is later determined that any certification made in support of an application pursuant to this Section IX is false, Counsel that submitted the application shall promptly repay to the Qualified Settlement Fund all amounts previously paid to that Counsel from the Litigation Cost Amount. Any such forfeited amount shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

X. ENFORCEMENT AND DISPUTE RESOLUTION

- A. This Agreement shall only be enforceable by Walgreens and the State.
- B. If either the State or Walgreens believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the “*Cure Period*”). In the event the alleged noncompliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, Walgreens and the State shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may bring an action to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes identified in this Section X.

- C. To the extent allowed by applicable law, this Agreement shall not be deemed to create a lien or encumbrance against any real property owned by Walgreens or its affiliates, unless in the event of a default or breach of the payment provisions by Walgreens. Nothing in this Section X.C shall be construed to limit any remedy of the State or a Participating Subdivision in the event of a default or breach of this Agreement by Walgreens.

XI. MISCELLANEOUS

- A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Walgreens and Plaintiff and between the Released Entities and all Releasors. Walgreens is entering into this Settlement Agreement solely for the purposes of settlement and to resolve the West Virginia AG Action, all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Walgreens denies the allegations in the West Virginia AG Action and the other Actions and denies any civil or criminal liability in the West Virginia AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Walgreens of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the West Virginia AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.
- B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the West Virginia AG Action or the other Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a

claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

- C. *Use of Evidence at Trial.* The State agrees that none of the Released Entities will be a defendant in any trial of any Claims brought by any Releasors within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and that any evidence that references Released Entities or Products will be used solely against other defendants in such a trial.
- D. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.
- E. *Taxes.* Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Amount paid by Walgreens constitutes restitution or remediation, as defined in Treasury Regulation § 1.162-21(e)(4), for damage or harm allegedly caused by the potential violation of a law and is an amount paid for the purpose of remediating the damage or harm allegedly caused, including to restore the affected persons, the State and Participating Local Governments to the same or substantially similar position or condition as existed prior to such damage or harm allegedly caused. The Parties acknowledge, agree and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government or any other person or entity for the costs of any investigation or litigation; and that no portion of the Remediation Amount or the Litigation Cost Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments. The State and Participating Local Governments acknowledge, agree and understand that Walgreens intends to allocate the cost of the Remediation Amount among the Released Entities using a reasonable basis. The State shall complete and file, on behalf of the State and every Participating Local Government, a Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of each year following a calendar year in which Walgreens makes an Initial Payment or a Subsequent Payment. On the Form 1098-F, the State shall identify the Remediation Amount, as agreed to by the Parties or as determined by the Court, as restitution/remediation amounts and shall furnish Copy B of such Form 1098-F to Walgreens by January 31 of each year following a calendar year in which Walgreens makes an Initial Payment or a Subsequent Payment. Alternatively, if reasonably requested by Walgreens for any year in which the Initial Payment or a Subsequent Payment is made, the State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Amount as remediation/restitution amounts,

and shall furnish Copy B of such Form 1098-F to Walgreens. Walgreens makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof.

- F. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Walgreens in violation of applicable federal, state, or other laws.
- G. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- H. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.
- I. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- J. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- K. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- L. *Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Walgreens may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.
- M. *Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- N. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

- O. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- P. *Severability.* In the event any one or more immaterial provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement. Material provisions are those in Sections III, V, VII, and VIII of this Agreement.
- Q. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

WALGREENS:

Michael J. Freeman
104 Wilmot Road, MS#144Q
Deerfield, IL 60015
michael.j.freeman@walgreens.com

Copy to WALGREENS's attorneys:

Harlan Levy
Foley Hoag LLP
1301 Avenue of the Americas
New York, New York 10019
hlevy@foleyhoag.com

Kristyn DeFilipp
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02110
kbuncedefilipp@foleyhoag.com

and

Wayne B. Mason
Faegre Drinker
1717 Main Street, Ste. 5400
Dallas, TX 75201-7367
Wayne.Mason@faegredrinker.com

For the State:

Vaughn T. Sizemore
Deputy Attorney General

Office of the Attorney General
P.O. Box 1789
Charleston, WV 25326
vaughn.t.sizemore@wvago.gov

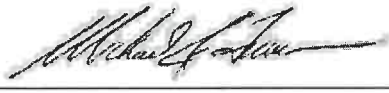
Abby G. Cunningham
Assistant Attorney General
Office of the Attorney General
P.O. Box 1789
Charleston, WV 25326
abby.g.cunningham@wvago.gov

*****SIGNATURE PAGE FOLLOWS*****

APPROVED:

Date: 1-13-23

WALGREENS CO.

By: 

Name: Michael Freeman

Title: Vice President, Head of Litigation, Employment and
Regulatory Law

Date: 1-13-23

THE STATE OF WEST VIRGINIA

By: 

Name: Patrick Morrissey

Title: Attorney General

EXHIBIT ____

**WEST VIRGINIA LOCAL GOVERNMENT
ELECTION AND RELEASE FORM**

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against “The” Pharmacy, Bypass Pharmacy, Rhonda’s Pharmacy, Clendenin Pharmacy and Fruth Pharmacy under the terms and conditions set forth in the attached West Virginia State-Wide Opioid Settlement Agreements (“Agreements”) the provisions of which are incorporated by reference in their entirety.

Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreements, the Participating Local Government is bound by all the terms and conditions of the “Agreements”. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the “Court”).

To the extent the Participating Local Government has asserted Claims against “The” Pharmacy, Bypass Pharmacy, Rhonda’s Pharmacy, Clendenin Pharmacy and Fruth Pharmacy, in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the Plaintiffs and/or their attorneys in the Action to seek dismissal of the Participating Local Government’s Action as contemplated in the “Agreements”. If a Participating Local Government’s Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to “The” Pharmacy, Bypass Pharmacy, Rhonda’s Pharmacy, Clendenin Pharmacy and Fruth Pharmacy and any other Released Entities within seven (7) business days of the Effective Date.

Dated: _____

[WEST VIRGINIA LOCAL GOVERNMENT]

By: _____

[NAME, TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

THE PHARMACY'S WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. OVERVIEW

This Settlement Agreement dated as of _____ sets forth the terms and conditions of a settlement between and among the Plaintiffs (defined herein) and “The” Pharmacy, Inc., (defined herein) (hereinafter, “The” Pharmacy”) to resolve opioid-related Claims (defined herein) against “The” Pharmacy as asserted in the lawsuit captioned *City of Huntington, West Virginia, et al., v. “The” Pharmacy, Inc., et al.*, Case No. 1:18-op-45984-DAP (S.D. W.Va.), pending in MDL No. 1:17-MD-2804 (hereinafter “*City of Huntington Action*”).

“The” Pharmacy has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of law, or of any liability or wrongdoing, all of which “The” Pharmacy expressly denies. No part of this Agreement, including its statements and commitments shall constitute evidence of any liability, fault, or wrongdoing by “The” Pharmacy. The payment of the settlement sum herein shall not constitute evidence of, or existence of, insurance coverage for “The” Pharmacy or any other similarly situated insured of an insurer of “The” Pharmacy for the alleged acts and harms set forth in the Action.

II. DEFINITIONS

- A. “Action” means the lawsuit *City of Huntington, West Virginia, et al., v. “The” Pharmacy, Inc., et al.*, Case No. 1:18-op-45984-DAP (S.D. W.Va.), pending in MDL No. 1:17-MD-2804
- B. “Alleged Harms” means the alleged past, present, and future financial, societal, and related expenditures arising out of the allegations set forth in the Action, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by “The” Pharmacy.
- C. “Agreement” and “Settlement Agreement” mean this settlement agreement together with any Exhibits thereto.
- D. “Claim” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request,

assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- E. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- F. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- G. “*Class III Local Government*” means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).
- H. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).
- I. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- J. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).
- K. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) including without limitation the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, purchases, reimbursement, discovery,

orders, prescriptions, formularies, guidelines, policies, practices and/or operating procedures, statement, contracts, and any other act or failure to act relating to Opioid Drugs, or any alleged direct or indirect effects or harms resulting from any of the above.

- L. “*The*” Pharmacy” means “The” Pharmacy, Inc., as well as all of its past and present direct and indirect parents and subsidiaries. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.AA.
- M. “*Effective Date*” means the date on which “The” Pharmacy pays the Settlement Sum.

“*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.

- N. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date.
- O. “*Litigating Local Government*” means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date.
- P. “*Local Government*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity. For the avoidance of doubt, “Local Government” does not include special districts or school boards.
- Q. “*Non-Litigating Local Government*” means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- R. “*Non-Participating Local Government*” means a Local Government that is not a Participating Local Government.

- S. “*Participation Date*” means one hundred twenty (120) days after the Agreement is executed.
- T. “*Participating Local Government*” means a Local Government that signs the Election and Release Form annexed as **Exhibit A** and meets the requirements for becoming a Participating Local Government.
- U. “*Opioid Drugs*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. “*Product*” also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or “cocktail” of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “*Product*” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “*Product*” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.
- V. “*Qualified Settlement Fund*” means the Wet Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.
- W. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by the Court. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth by Court Order.
- X. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the

Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. While the State and Releasors take no position on the availability of such defense, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

- Y. “*Released Entities*” means ““The” Pharmacy” as defined in II.L. above, as well as any and all of the foregoing entities’ respective past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (vii)-(viii) shall be a Released entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.
- Z. “*Releasors*” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys,

including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing, (b) any public entities or public instrumentalities and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release form (in the form attached as **Exhibit A** to this Agreement) providing for a release to the fullest extent of the Participating Local Government's authority. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VI.F.

- AA. This agreement does not impose any costs or obligations on "The" Pharmacy other than those specifically provided for in the Agreement.
- BB. "Settlement Sum" means the total sum to be paid pursuant to this Agreement by or on behalf of "The" Pharmacy and all Released Entities as specified in Section III.A below. Neither "The" Pharmacy nor any Released Entity shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- CC. "State" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

III. CONSIDERATION TO BE PROVIDED BY "THE" PHARMACY

- A. *Settlement Sum*. The Settlement Sum is \$20,000.00 (Twenty Thousand Dollars). The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the Plaintiffs' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against "The" Pharmacy and the Released Entities in the Actions, and to be disbursed as provided by the Court; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State. On or before the Participation Date, the Plaintiffs shall provide to "The" Pharmacy **Election and Release Forms (in the form annexed as Exhibit A)** demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local

Governments (collectively, the “Participation Threshold”). For the avoidance of doubt, the requirement that “The” Pharmacy pay the Settlement Sum pursuant to this Agreement shall become binding only upon the Plaintiff’s provision to “The” Pharmacy of Election and Release Forms demonstrating that it has met the Participation Threshold. The Settlement Sum shall be paid within fifteen (15) days after delivery of all Election and Release Forms required under this Section.

- B. *No Other Payments by Releasees.* Other than the Payment described in Section III.A, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.
- C. *Dismissal Order.* As soon as practicable following the Effective Date, , Plaintiff shall file in the Court a proposed Dismissal Order approved by the Court effectuating the dismissal with prejudice, as to “The” Pharmacy and all other Released Entities, and the Actions of Participating Local Governments pending before the Court. The Dismissal Order shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to determine the allocation of the Settlement Sum as set forth in the West Virginia First Memorandum of Understanding, discussed in greater detail below. The Parties shall confer and agree as to the final form and time of filing of the Dismissal Order prior to its filing with the Court.

IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT

- A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Settlement Sum as provided in the Orders of the Panel and the West Virginia First Memorandum of Understanding, including the payment of attorney fees and costs.

V. CESSATION OF LITIGATION ACTIVITIES

- A. It is the Parties’ intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant.

VI. RELEASE AND DISMISSAL

- A. *Scope.* As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors’ Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim,

or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities shall not seek indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The Settlement Sum set forth in III.A. shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waives its right to seek reallocation to “The” Pharmacy pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
 - c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia’s decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party under any theory, including on the basis of contribution, indemnity or other claim-over (a “*Claim-Over*”).
 - e. The provisions of this subsection VI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the

avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from “The” Pharmacy in subsection VI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement, and such Non-Released Entity asserts a Claim-Over against a Released Entity, “The” Pharmacy and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by “The” Pharmacy under this Settlement Agreement).

C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor’s favor as of the Effective Date that, if known by the Releasor, would have materially affected the State’s or any Participating Local Government’s decision to provide the general release contemplated by this Section. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State’s decision to enter into the Agreement or the Participating Local Governments’ decision to participate in the Agreement.

- D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* On or before the Participation Date, the State will provide an election and release form confirming that the State will settle and release (1) its claims; (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts; and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Attorney General is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement.

- I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against “The” Pharmacy and any other Released Entities dismissed as part of the Dismissal Order above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to “The” Pharmacy and any other Released Entities within fourteen (14) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VII. PARTICIPATION BY LOCAL GOVERNMENTS

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (**Exhibit A**); or (2) having its claims extinguished by operation of law.
- B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.
- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court’s role under the Agreement, or (2) by having their claims extinguished by operation of law..
- D. *Representation With Respect to Local Government Participation.* Plaintiffs’ counsel represent and warrant that they have a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. Plaintiffs’ counsel acknowledge the materiality of the foregoing representation and warranty. Further, Plaintiffs’ counsel will use their best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments.

VIII. ENFORCEMENT AND DISPUTE RESOLUTION

- A. This Agreement shall only be enforceable by “The” Pharmacy and the Plaintiffs.
- B. If either the Plaintiffs or “The” Pharmacy believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in

compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the “*Cure Period*”). In the event the alleged noncompliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, The Parties by and through their counsel shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may file a motion to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes.

IX. MISCELLANEOUS

- A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between “The” Pharmacy and Plaintiffs and between the Released Entities and all Releasors. “The” Pharmacy is entering into this Settlement Agreement solely for the purposes of settlement and to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. “The” Pharmacy denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by “The” Pharmacy of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Action, or in any other past, present or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Opioid Drugs in accordance with applicable laws and regulations.
- B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral

estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

- C. *Use of Evidence at Trial.* Plaintiffs agrees that none of the Released Entities will be a defendant in any trial of any Claims brought by any Releasors within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and that any evidence that references Released Entities or Products will be used solely against other defendants in such a trial.
- D. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.
- E. *Taxes.* "The" Pharmacy makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Settlement Sum or the Litigation Cost Amount or any portion thereof.
- F. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by "The" Pharmacy in violation of applicable federal, state, or other laws.
- G. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- H. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.
- I. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- J. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- K. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- L. *Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the

Consent Judgment, “The” Pharmacy may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.

- M. Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- N. Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- O. Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- P. Severability.* In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.
- Q. Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

“The” Pharmacy:

Heloise Swanepole
957 Ridgemont Road
Charleston, WV 25314

Counsel for “The” Pharmacy:

Steven K. Nord, Esq.	(WV # 2748)
Ryan Q. Ashworth, Esq.	(WV # 10451)
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*****SIGNATURE PAGE FOLLOWS*****

Approved by:

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On behalf of "The" Pharmacy

Approved by:

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On behalf of Plaintiffs

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On behalf of Plaintiffs

BYPASS PHARMACY, INC'S WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. OVERVIEW

This Settlement Agreement dated as of _____ sets forth the terms and conditions of a settlement between and among the Plaintiffs (defined herein) and Bypass Pharmacy, Inc., (defined herein) (hereinafter, "Bypass Pharmacy") to resolve opioid-related Claims (defined herein) against Bypass Pharmacy as asserted in the lawsuit captioned *City of Beckley, West Virginia v. Bypass Pharmacy, Inc., et al.*, Civil Action No. 20-C-34 (W. Va. Cir. Ct. Marshall County) (hereinafter "*City of Beckley Action*").

Bypass Pharmacy has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of law, or of any liability or wrongdoing, all of which Bypass Pharmacy expressly denies. No part of this Agreement, including its statements and commitments shall constitute evidence of any liability, fault, or wrongdoing by Bypass Pharmacy. The payment of the settlement sum herein shall not constitute evidence of insurance coverage for the alleged acts and harms set forth in the Action.

II. DEFINITIONS

- A. "Action" means the lawsuit captioned *City of Beckley, West Virginia v. Bypass Pharmacy, Inc., et al.*, Civil Action No. 20-C-34 (W. Va. Cir. Ct. Marshall County).
- B. "Alleged Harms" means the alleged past, present, and future financial, societal, and related expenditures arising out of the allegations set forth in the Action, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Bypass Pharmacy.
- C. "Agreement" and "Settlement Agreement" mean this settlement agreement together with any Exhibits thereto.
- D. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, promise, performance,

warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- E. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- F. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- G. “*Class III Local Government*” means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).
- H. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).
- I. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- J. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).
- K. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) including without limitation the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, purchases, reimbursement, discovery, orders, prescriptions, formularies, guidelines, policies, practices and/or operating procedures, statement, contracts, and any other act or failure to act relating to

Opioid Drugs, or any alleged direct or indirect effects or harms resulting from any of the above.

- L. “Bypass *Pharmacy*” means Bypass Pharmacy, Inc., sometimes doing business with the tradename of Bypass Pharmacy #2 through #6, as well as all of its past and present direct and indirect parents and subsidiaries, including BP3, LLC., BP4, LLC., BP5, LLC., and BP6, LLC. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.AA.
- M. “*Effective Date*” means the date on which Bypass Pharmacy pays the Settlement Sum.

“*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.

- N. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date.
- O. “*Litigating Local Government*” means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date.
- P. “*Local Government*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity. For the avoidance of doubt, “Local Government” does not include special districts or school boards.
- Q. “*Non-Litigating Local Government*” means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- R. “*Non-Participating Local Government*” means a Local Government that is not a Participating Local Government.

- S. “*Participation Date*” means one hundred twenty (120) days after the Agreement is executed.
- T. “*Participating Local Government*” means a Local Government that signs the Election and Release Form annexed as **Exhibit A** and meets the requirements for becoming a Participating Local Government.
- U. “*Opioid Drugs*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. “*Product*” also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or “cocktail” of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “*Product*” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “*Product*” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.
- V. “*Qualified Settlement Fund*” means the Wet Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.
- W. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by the Court. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth by Court Order.
- X. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “*Released Claims*” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the

Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. While the State and Releasors take no position on the availability of such defense, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

- Y. “*Released Entities*” means “Bypass Pharmacy” as defined in II.L. above, as well as any and all of the foregoing entities’ respective past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (vii)-(viii) shall be a Released entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.
- Z. “*Releasors*” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys,

including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing, (b) any public entities or public instrumentalities and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release form (in the form attached as **Exhibit A** to this Agreement) providing for a release to the fullest extent of the Participating Local Government's authority. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VI.F.

- AA. This agreement does not impose any costs or obligations on Bypass Pharmacy other than those specifically provided for in the Agreement.
- BB. “*Settlement Sum*” means the total sum to be paid pursuant to this Agreement by or on behalf of Bypass Pharmacy and all Released Entities as specified in Section III.A below. Neither Bypass Pharmacy nor any Released Entity shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- CC. “*State*” means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

III. CONSIDERATION TO BE PROVIDED BY BYPASS PHARMACY

- A. *Settlement Sum*. The Settlement Sum is \$20,000.00 (Twenty Thousand Dollars). The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the Plaintiffs' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Bypass Pharmacy and the Released Entities in the Actions, and to be disbursed as provided by the Court; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State. On or before the Participation Date, the Plaintiffs shall provide to Bypass Pharmacy **Election and Release Forms (in the form annexed as Exhibit A)** demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local

Governments (collectively, the “Participation Threshold”). For the avoidance of doubt, the requirement that Bypass Pharmacy pay the Settlement Sum pursuant to this Agreement shall become binding only upon the Plaintiff’s provision to Bypass Pharmacy of Election and Release Forms demonstrating that it has met the Participation Threshold. The Settlement Sum shall be paid within fifteen (15) days after delivery of all Election and Release Forms required under this Section.

- B. *No Other Payments by Releasees.* Other than the Payment described in Section III.A, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.
- C. *Dismissal Order.* As soon as practicable following the Effective Date, , Plaintiff shall file in the Court a proposed Dismissal Order approved by the Court effectuating the dismissal with prejudice, as to Bypass Pharmacy and all other Released Entities, and the Actions of Participating Local Governments pending before the Court. The Dismissal Order shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to determine the allocation of the Settlement Sum as set forth in the West Virginia First Memorandum of Understanding, discussed in greater detail below. The Parties shall confer and agree as to the final form and time of filing of the Dismissal Order prior to its filing with the Court.

IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT

- A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Settlement Sum as provided in the Orders of the Panel and the West Virginia First Memorandum of Understanding, including the payment of attorney fees and costs.

V. CESSATION OF LITIGATION ACTIVITIES

- A. It is the Parties’ intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant.

VI. RELEASE AND DISMISSAL

- A. *Scope.* As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasers’ Released Claims, and (2) the State (for itself and its Releasers) and each Participating Local Government (for itself and its Releasers) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim,

or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities shall not seek indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The Settlement Sum set forth in III.A. shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waives its right to seek reallocation to Bypass Pharmacy pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
 - c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party under any theory, including on the basis of contribution, indemnity or other claim-over (a "*Claim-Over*").
 - e. The provisions of this subsection VI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the

avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Bypass Pharmacy in subsection VI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Bypass Pharmacy and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Bypass Pharmacy under this Settlement Agreement).

- C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

- D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* On or before the Participation Date, the State will provide an election and release form confirming that the State will settle and release (1) its claims; (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts; and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Attorney General is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement.

- I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Bypass Pharmacy and any other Released Entities dismissed as part of the Dismissal Order above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Bypass Pharmacy and any other Released Entities within fourteen (14) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VII. PARTICIPATION BY LOCAL GOVERNMENTS

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (**Exhibit A**); or (2) having its claims extinguished by operation of law.
- B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.
- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law..
- D. *Representation With Respect to Local Government Participation.* Plaintiffs' counsel represent and warrant that they have a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. Plaintiffs' counsel acknowledge the materiality of the foregoing representation and warranty. Further, Plaintiffs' counsel will use their best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments.

VIII. ENFORCEMENT AND DISPUTE RESOLUTION

- A. This Agreement shall only be enforceable by Bypass Pharmacy and the Plaintiffs.
- B. If either the Plaintiffs or Bypass Pharmacy believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in

compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the “Cure Period”). In the event the alleged noncompliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, The Parties by and through their counsel shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may file a motion to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes.

IX. MISCELLANEOUS

- A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Bypass Pharmacy and Plaintiffs and between the Released Entities and all Releasors. Bypass Pharmacy is entering into this Settlement Agreement solely for the purposes of settlement and to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Bypass Pharmacy denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Bypass Pharmacy of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Action, or in any other past, present or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Opioid Drugs in accordance with applicable laws and regulations.
- B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral

estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

- C. *Use of Evidence at Trial.* Plaintiffs agrees that none of the Released Entities will be a defendant in any trial of any Claims brought by any Releasors within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and that any evidence that references Released Entities or Products will be used solely against other defendants in such a trial.
- D. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.
- E. *Taxes.* Bypass Pharmacy makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Settlement Sum or the Litigation Cost Amount or any portion thereof.
- F. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Bypass Pharmacy in violation of applicable federal, state, or other laws.
- G. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- H. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.
- I. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- J. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- K. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- L. *Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the

Consent Judgment, Bypass Pharmacy may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.

- M. *Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- N. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- O. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- P. *Severability.* In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.
- Q. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

Bypass Pharmacy:

Siddarthan Ilangovan
104 S. Eisenhower Dr.
Beckley, WV 25801

Counsel for Bypass Pharmacy:

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Ryan Q. Ashworth, Esq.	(WV # 10451)
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*****SIGNATURE PAGE FOLLOWS*****

Approved by:

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On behalf of Bypass Pharmacy

Approved by:

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On behalf of Plaintiffs

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On behalf of Plaintiffs

CLENDENIN PHARMACY, INC.’S WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. OVERVIEW

This Settlement Agreement dated as of _____ sets forth the terms and conditions of a settlement between and among the Plaintiffs (defined herein) and Clendenin Pharmacy, Inc., (defined herein) (hereinafter, “Clendenin Pharmacy”) to resolve opioid-related Claims (defined herein) against Clendenin Pharmacy as asserted in the lawsuit captioned *City of Huntington, West Virginia, et al., v. Clendenin Pharmacy, Inc., et al.*, Case No. 1:18-op-45984-DAP (S.D. W.Va.), pending in MDL No. 1:17-MD-2804 (hereinafter “*City of Huntington Action*”).

Clendenin Pharmacy has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of law, or of any liability or wrongdoing, all of which Clendenin Pharmacy expressly denies. No part of this Agreement, including its statements and commitments shall constitute evidence of any liability, fault, or wrongdoing by Clendenin Pharmacy. The payment of the settlement sum herein shall not constitute evidence of, or existence of, insurance coverage for Clendenin Pharmacy or any other similarly-situated insured of an insurer of Clendenin Pharmacy for the alleged acts and harms set forth in the Action.

II. DEFINITIONS

- A. “Action” means the lawsuit *City of Huntington, West Virginia, et al., v. Clendenin Pharmacy, Inc., et al.*, Case No. 1:18-op-45984-DAP (S.D. W.Va.), pending in MDL No. 1:17-MD-2804
- B. “Alleged Harms” means the alleged past, present, and future financial, societal, and related expenditures arising out of the allegations set forth in the Action, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Clendenin Pharmacy.
- C. “Agreement” and “Settlement Agreement” mean this settlement agreement together with any Exhibits thereto.
- D. “Claim” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request,

assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- E. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- F. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- G. “*Class III Local Government*” means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).
- H. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).
- I. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- J. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).
- K. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) including without limitation the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, purchases, reimbursement, discovery,

orders, prescriptions, formularies, guidelines, policies, practices and/or operating procedures, statement, contracts, and any other act or failure to act relating to Opioid Drugs, or any alleged direct or indirect effects or harms resulting from any of the above.

- L. “*Clendenin Pharmacy*” means Clendenin Pharmacy, Inc., as well as all of its past and present direct and indirect parents and subsidiaries. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.AA.
- M. “*Effective Date*” means the date on which Clendenin Pharmacy pays the Settlement Sum.

“*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.

- N. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date.
- O. “*Litigating Local Government*” means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date.
- P. “*Local Government*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity. For the avoidance of doubt, “Local Government” does not include special districts or school boards.
- Q. “*Non-Litigating Local Government*” means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- R. “*Non-Participating Local Government*” means a Local Government that is not a Participating Local Government.

- S. “*Participation Date*” means one hundred twenty (120) days after the Agreement is executed.
- T. “*Participating Local Government*” means a Local Government that signs the Election and Release Form annexed as **Exhibit A** and meets the requirements for becoming a Participating Local Government.
- U. “*Opioid Drugs*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. “*Product*” also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or “cocktail” of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “*Product*” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “*Product*” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.
- V. “*Qualified Settlement Fund*” means the Wet Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.
- W. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by the Court. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth by Court Order.
- X. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “*Released Claims*” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the

Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. While the State and Releasors take no position on the availability of such defense, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

- Y. “*Released Entities*” means “Clendenin Pharmacy” as defined in II.L. above, as well as any and all of the foregoing entities’ respective past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (vii)-(viii) shall be a Released entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.
- Z. “*Releasors*” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys,

including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing, (b) any public entities or public instrumentalities and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release form (in the form attached as **Exhibit A** to this Agreement) providing for a release to the fullest extent of the Participating Local Government's authority. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VI.F.

- AA. This agreement does not impose any costs or obligations on Clendenin Pharmacy other than those specifically provided for in the Agreement.
- BB. “*Settlement Sum*” means the total sum to be paid pursuant to this Agreement by or on behalf of Clendenin Pharmacy and all Released Entities as specified in Section III.A below. Neither Clendenin Pharmacy nor any Released Entity shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- CC. “*State*” means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

III. CONSIDERATION TO BE PROVIDED BY CLENDENIN PHARMACY

- A. *Settlement Sum*. The Settlement Sum is \$20,000.00 (Twenty Thousand Dollars). The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the Plaintiffs' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Clendenin Pharmacy and the Released Entities in the Actions, and to be disbursed as provided by the Court; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State. On or before the Participation Date, the Plaintiffs shall provide to Clendenin Pharmacy **Election and Release Forms (in the form annexed as Exhibit A)** demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local

Governments (collectively, the “Participation Threshold”). For the avoidance of doubt, the requirement that Clendenin Pharmacy pay the Settlement Sum pursuant to this Agreement shall become binding only upon the Plaintiff’s provision to Clendenin Pharmacy of Election and Release Forms demonstrating that it has met the Participation Threshold. The Settlement Sum shall be paid within fifteen (15) days after delivery of all Election and Release Forms required under this Section.

- B. *No Other Payments by Releasees.* Other than the Payment described in Section III.A, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.
- C. *Dismissal Order.* As soon as practicable following the Effective Date, , Plaintiff shall file in the Court a proposed Dismissal Order approved by the Court effectuating the dismissal with prejudice, as to Clendenin Pharmacy and all other Released Entities, and the Actions of Participating Local Governments pending before the Court. The Dismissal Order shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to determine the allocation of the Settlement Sum as set forth in the West Virginia First Memorandum of Understanding, discussed in greater detail below. The Parties shall confer and agree as to the final form and time of filing of the Dismissal Order prior to its filing with the Court.

IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT

- A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Settlement Sum as provided in the Orders of the Panel and the West Virginia First Memorandum of Understanding, including the payment of attorney fees and costs.

V. CESSATION OF LITIGATION ACTIVITIES

- A. It is the Parties’ intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant.

VI. RELEASE AND DISMISSAL

- A. *Scope.* As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors’ Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim,

or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities shall not seek indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The Settlement Sum set forth in III.A. shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waives its right to seek reallocation to Clendenin Pharmacy pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
 - c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party under any theory, including on the basis of contribution, indemnity or other claim-over (a "*Claim-Over*").
 - e. The provisions of this subsection VI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the

avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Clendenin Pharmacy in subsection VI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Clendenin Pharmacy and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Clendenin Pharmacy under this Settlement Agreement).

C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

- D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* On or before the Participation Date, the State will provide an election and release form confirming that the State will settle and release (1) its claims; (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts; and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Attorney General is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement.

- I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Clendenin Pharmacy and any other Released Entities dismissed as part of the Dismissal Order above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Clendenin Pharmacy and any other Released Entities within fourteen (14) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VII. PARTICIPATION BY LOCAL GOVERNMENTS

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (**Exhibit A**); or (2) having its claims extinguished by operation of law.
- B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.
- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law..
- D. *Representation With Respect to Local Government Participation.* Plaintiffs' counsel represent and warrant that they have a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. Plaintiffs' counsel acknowledge the materiality of the foregoing representation and warranty. Further, Plaintiffs' counsel will use their best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments.

VIII. ENFORCEMENT AND DISPUTE RESOLUTION

- A. This Agreement shall only be enforceable by Clendenin Pharmacy and the Plaintiffs.
- B. If either the Plaintiffs or Clendenin Pharmacy believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide

written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the “Cure Period”). In the event the alleged noncompliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, The Parties by and through their counsel shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may file a motion to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes.

IX. MISCELLANEOUS

- A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Clendenin Pharmacy and Plaintiffs and between the Released Entities and all Releasors. Clendenin Pharmacy is entering into this Settlement Agreement solely for the purposes of settlement and to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Clendenin Pharmacy denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Clendenin Pharmacy of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Action, or in any other past, present or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Opioid Drugs in accordance with applicable laws and regulations.
- B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to

support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

- C. *Use of Evidence at Trial.* Plaintiffs agrees that none of the Released Entities will be a defendant in any trial of any Claims brought by any Releasors within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and that any evidence that references Released Entities or Products will be used solely against other defendants in such a trial.
- D. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.
- E. *Taxes.* Clendenin Pharmacy makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Settlement Sum or the Litigation Cost Amount or any portion thereof.
- F. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Clendenin Pharmacy in violation of applicable federal, state, or other laws.
- G. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- H. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.
- I. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- J. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- K. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- L. *Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a

modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Clendenin Pharmacy may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.

- M. *Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- N. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- O. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- P. *Severability.* In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.
- Q. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

Clendenin Pharmacy:

William J. Ore
P.O. Box 657
225 Skyview Lane
Clendenin, WV 25045

Counsel for Clendenin Pharmacy:

Steven K. Nord, Esq.	(WV # 2748)
Ryan Q. Ashworth, Esq.	(WV # 10451)
Ashworth Nord LLC	
WV:	314 Ninth Street, Suite 100B, Huntington, WV 25701
OH:	307 Putnam Street, Marietta, OH 45750
Mailing:	P.O. Box 240, Marietta, OH 45750
Telephone:	Main: (740) 371-7121

Counsel for Plaintiffs

Bob Fitzsimmons, Esq.
Mark Colantonio, Esq.
Fitzsimmons Law Firm, PLLC
1609 Warwood Avenue
Wheeling, West Virginia 26003
Telephone: (304) 277-1700
Facsimile: (304) 277-1705

*****SIGNATURE PAGE FOLLOWS*****

Approved by:

Steven K. Nord, Esq. (WV # 2748)

Ryan Q. Ashworth, Esq. (WV # 10451)

Ashworth Nord LLC

WV: 314 Ninth Street, Suite 100B, Huntington, WV 25701

OH: 307 Putnam Street, Marietta, OH 45750

Mailing: P.O. Box 240, Marietta, OH 45750

Telephone: Main: (740) 371-7121

RQA Direct: (740) 371-7122

SKN Direct: (740) 760-1604

Fax: (740) 760-1601

Email: steve.nord@ashworth-nord.com

ryan.ashworth@ashworth-nord.com

jenny.honaker@ashworth-nord.com

On behalf of Clendenin Pharmacy

Approved by:

Bob Fitzsimmons (WVSB# 1212)

Fitzsimmons Law Firm, PLLC

1609 Warwood Avenue

Wheeling, West Virginia 26003

Telephone: (304) 277-1700

Facsimile: (304) 277-1705

On behalf of Plaintiffs

Mark Colantonio (WVSB# 4238)

Fitzsimmons Law Firm, PLLC

1609 Warwood Avenue

Wheeling, West Virginia 26003

Telephone: (304) 277-1700

Facsimile: (304) 277-1705

On behalf of Plaintiffs

Resolution No. 777-23 Committee Substitute

Introduced in Council:

Adopted by Council:

March 6, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 777-23 Committee Substitute - Authorizing the Mayor or City Manager to enter into contract with Encova Insurance for workers' compensation insurance coverage for a premium of \$265,448, including surcharges, and with an additional claims handling charge of 10% of paid claims, and authorizing leaving the WV self-insurance system, as detailed in Exhibit A: Provided, That this contract does not include any commission to the City's broker of record, USI Insurance Services LLC;

Authorizing the Mayor or City Manager to enter into contract with USI Insurance Services LLC ("USI") for insurance broker, risk management, and loss control services related to the City's property, liability, and workers' compensation insurance coverages for a cost of ~~\$100,000~~\$75,000 as detailed in Exhibit B; and

Authorizing the Mayor or City Manager to enter into contract with the West Virginia Counties Group Self Insurance Risk Pool, Inc, D/B/A West Virginia Communities Risk Pool ("WVCorp"), for Third Party Administration (TPA) services related to legacy claims incurred while the City was self-insured for workers' compensation at a fee not to exceed \$35,000 as detailed in Exhibit C.

This procurement is based on the results of a competitive insurance quote review process and the Memorandum of Understanding among the City, USI, and WVCorp entered into under Resolution No. 617-22.

The effective dates of the policies/contracts above will be from March 31, 2023 through March 31, 2024.

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

That the Mayor or City Manager is authorized (1) to enter into contract with Encova Insurance for workers' compensation insurance coverage for a premium of \$265,448, including surcharges, and with an additional claims handling charge of 10% of paid claims, and authorizing leaving the WV self-insurance system, as detailed in Exhibit A: Provided, That this contract does not include any commission to the City's broker of record, USI Insurance Services LLC; (2) to enter into contract with USI Insurance Services LLC for insurance broker, risk management, and loss control services related to the City's property, liability, and workers'

1 compensation insurance coverages for a cost of ~~\$100,000~~\$75,000 as detailed in Exhibit B; and
2 (3) to enter into contract with the West Virginia Counties Group Self Insurance Risk Pool, Inc,
3 D/B/A West Virginia Communities Risk Pool, for Third Party Administration (TPA) services
4 related to legacy claims incurred while the City was self-insured for workers' compensation at a
5 fee not to exceed \$35,000 as detailed in Exhibit C, all to be effective from March 31, 2023
6 through March 31, 2024.
7



UNDERSTAND. SERVICE. INNOVATE.

BROKERAGE SERVICE FEE AGREEMENT

THIS AGREEMENT, effective as of April 1, 2023, is by City of Charleston (City), 501 Virginia Street, Charleston, WV 25301 and USI Insurance Services LLC ("USI"), located at One Hillcrest Drive, East, Suite 300, Charleston, WV 25311.

WHEREAS, Client has appointed USI as its broker of record for Client's insurance program described below, and

NOW, THEREFORE, in consideration of the following, Client agrees to engage USI, and USI hereby agrees to perform the services described below.

1. LINES OF INSURANCE COVERAGE

THIS AGREEMENT is entered into with respect to the following line(s) of insurance coverage and for which Client agrees to retain USI as its Risk Manager & Insurance Consultant:

Liability Workers Compensation

2. SCOPE OF SERVICES

Risk Management

Organization for Loss Control - Safety Programs, Safety Committee Activities, Employee Training, Orientation of Seasonal Employees, Accident Reporting/ Investigation/ Follow-up Procedures, Employee Responsibilities, Management Support, ADA, Personnel Administration, Workplace Violence, Harassment, Contract Provisions, Council/ Board Training, Emergency Response/ Contingency Planning, Business Interruption,

Workers Compensation- OSHA Activities, Cost Containment Programs, Return to Work, Light Duty Programs, Designated Medical Provider, Physical Demands Assessment, Hazard Communication, Ergonomics

Fleet Operations- Hiring Procedures, Background Checks, Defensive Driving Training, Safety Meetings, Vehicle Selection Criteria, Motor Vehicle Record Reviews, Inspection and Maintenance, Recordkeeping, Accident Procedures, Accident Reporting and Recordkeeping, Accident Follow-up and Review, Remedial Actions, Safety Rules, Seatbelt Use, Cell Phone Use Policy, DOT Standards, Commercial Driver Recordkeeping Practices

Public Safety- Haz Mat Programming, Mutual Aid Agreements, Infection Control



Public Works, Parks and Recreation- Complaint Procedures, Work Zone Safety, Locating/ Marking of Utilities, Lock Out Program, Confined Space Training, Trenching Cross Connection Program, Heavy Equipment Operation, Chemical and Pesticide Safety, Tree Program, Sidewalks and Streets Inspection, Parks and Recreation Facilities Inspections, Pool Operation/ Safety, Public Events, Informed Consent/ Waiver of Liability Forms, Waste and Water Treatment, Operator Qualification, Security, Sewer Inspection/ Back- up Prevention

Manage Relationships

Accountability – Ultimately accountable for all aspects of service delivery to the Client.

Direct and Organize service teams – Ensure that all teams servicing a Client are fully integrated, are clear as to Client expectations, and that resources are made available.

Frequent Client contact – Establish a program for visits for regular updates, reaffirmation of plans and objectives, and for the annual stewardship review.

Monitor Client objectives – Anticipate and probe for new information to adjust USI's services or the Client's risk management programs accordingly.

Review and Address Client Needs

Client needs analysis – Understand the Client's unique needs and be able to respond to those needs through the appropriate product and service offerings.

Industry knowledge – Understand the current issues in your education environment so that we can develop and maintain a responsive and dynamic risk management strategy.

Service delivery – Ensure that USI delivers high quality service, within the Client's expected timeframes, to meet or exceed the Client's expectations.

Compliance – Ensure strict adherence to laws and regulations involving the placement of insurance policies, payment of premiums, and giving and receiving of notices.



Partnership Development

Stewardship reviews – USI provides an annual stewardship review that summarizes the services provided in the previous year, special projects undertaken, coverage recommendations, and emerging issues.

Client satisfaction – USI asks for the Client’s feedback on our performance annually at a minimum.

Procedural issues – USI ensure that there are written protocols in place, especially for claims handling.

As part of our ongoing assistance in managing the Client’s risks, USI’s account team can:

Communication and Reporting

At the beginning of our relationship with the City of Charleston and as part of an annual stewardship plan, our team of professionals will be available to meet regularly with Client representatives. USI believes regular meetings are important to address ongoing and changing exposures and frequent communication enhances our ability to satisfy the Client’s business needs.

Stewardship Reporting

USI will provide the Client with an annual stewardship report. In addition to setting objectives, the report illustrates how USI service team manages the Client’s risk management program and the Client’s total cost of risk. The report reviews:

- Key accomplishments since the relationship inception.
- Status of goals and action plans for the current year, including our recommended renewal objectives.¹
- An analysis of the current insurance market with projections of future conditions.
- The service team dedicated to serve you.
- USI support services, including risk control, claims, and financial services. A detailed listed of Risk Control Services are as follows:

¹ No insurance carrier or pool will be excluded from offering future renewal quotes to the City though USI unless such carriers or pools are explicitly excluded by the written direction of the City Manager.



List of Risk Control Services

USI consultants' partner with our clients to identify, target, and correct specific ergonomics issues and concerns. USI incorporates both engineering and administrative controls to reduce workplace risk factors and increase overall productivity. USI assists our Client by designing and re-designing projects to create work areas that are best suited to the staff and work processes. USI also offers a variety of training programs to educate the workforce on ergonomic principles and human factors, combining lecture and hands-on activities to maximize adult learning and retention. USI's philosophy is to use basic ergonomic principles to reduce injury, improve the overall work processes, and increase productivity. Programs are designed to sustain the improvements made after the consulting project has ended.

Injury Prevention

USI's process is to first identify the primary causes of injury and the areas in which they occur. USI targets those high frequency areas and develops customized solutions to best address and mitigate losses. USI's expertise lies in creating programs tailored to our Client's specific concerns using existing protocols and employee and management involvement to ensure that our programs are fully integrated into the existing culture and environment. USI can create customized programs addressing areas such as machine guarding, lockout/tagout, hazard communications, NFPA 101 Life Safety, manual materials handling, behavior-based safety and preventing slips, trips and falls.

Safety Management

USI's casualty specialists can provide a comprehensive examination of the Client's operational exposures. This evaluation can reveal the strengths and weaknesses of existing safety programs, management systems, and operational controls. USI will work with the Client's management team to develop and implement solutions to reduce risk.

Training and Education

Safe work practices are the key to success of any loss prevention program. Job safety education has been shown to increase not only safety performance, but quality and productivity as well. USI has developed management – and employee – oriented safety programs for many specific industries. USI maintains a technical resource library of the latest codes and applicable standards.

Fleet Safety

USI Insurance Services Fleet Services provides Clients with expertise in Department of Transportation (DOT) regulations and transportation best practices. USI consultants provide up-to-date information on state and federal regulations, provide driver training to comply with those regulations, and create customized policies specific to the Client's business. USI's goal is to provide clients and their drivers with the training and information necessary to enhance overall vehicle safety and ensure regulatory compliance.



Property Protection Consulting

USI assists our Clients in evaluating risk to their assets and determining loss scenarios to better enable them to protect and adequately insure their assets. Services include benchmarking, analyzing loss experiences, cost-benefit analysis, plan review, code dispute, and loss investigations. USI conducts interdependency studies and supply chain exposures to contingent business interruption exposures to determine vulnerabilities and solutions.

USI consultants can help the Client systematically identify critical business functions, prioritize their impact on the business, and develop cost-effective recovery strategies to minimize disruptions to these operations. Our plans address seasonal issues, supply chain, vendor and Client agreements, as well as communication protocols. USI can also assist Clients with plan maintenance and facilitate testing exercises. USI Business Continuity Practice Group is comprised of certified consultants with specific expertise in operational recovery, disaster recovery, emergency response, and crisis management.

Safety Management Seminars

USI's Loss Control Consultants (who average more than 20 years' experience) can conduct high insightful and timely seminars with managers and supervisors as our target audience. Two of our senior consultants hold teaching degrees and also have Federal Certifications as Training Instructors. USI has developed a number of seminar topics exclusively for municipality entities. USI will travel to the Client's location, provide our own audio/visual equipment and furnish all instructional materials. Depending on the topic, these seminars are usually from one to three hours in length and involve active audience participation. With adequate advance notice, these seminars can be customized to a specific target audience. Note: these seminars are proprietary in nature and the intellectual property of USI Insurance Services.

In respect to all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

The services to be provided by USI hereunder are provided for the exclusive benefit of the Client. The services, recommendations, proposals and information provided by USI are not to be distributed to, used by or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/policies that was in effect prior to the effective date of this Agreement, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/policies. USI will neither assume nor accept liability for any deficiencies, errors or oversights inherent in such policy/policies until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

Additional Services

The services described above are the only services to be provided by USI to Client



under this Agreement. Any additional services requested by Client, and any related compensation, shall be separately negotiated by USI and Client and described in an amendment to this Agreement.

Notwithstanding the foregoing, to the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

3. BASIS OF COMPENSATION

In consideration of the services provided by USI, Client will pay USI an annual fee of \$75,000 for the second year of this agreement, and will be paid as follows:

04/01/2023	\$18,750.00
07/01/2023	\$18,750.00
10/01/2023	\$18,750.00
01/01/2024	\$18,750.00

In the event this Agreement is terminated prior to the expiration of the contract term, the fees will be prorated on a daily basis.

In the event of the renewal of this Agreement, payments of such fee installments shall continue to be made on the annual anniversaries of these payment dates.

In the event of mergers, acquisitions, or other substantial changes in Client's business which result in a material increase in the work required of USI under this Agreement, the fee set forth above shall be subject to good faith re-negotiation. **However, no renegotiation shall be valid until the Client signs a written memorandum specifying the additional compensation.** In the event that Client requests USI to place new lines of insurance, USI will be entitled to accept commissions on such placements, unless USI and Client modify this Agreement to take into account the additional services which will be provided to Client.

4. TERM OF CONTRACT

The initial term of this Agreement shall be for three years beginning on April 1, 2022 and ending on April 1, 2025.

5. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement with 60 day's written notice to the other party for any reason and at any time. All notices to the City shall be sent to the attention of the City Manager, 501 Virginia Street East, Charleston, WV 25301. All notices to USI shall be sent to the attention of Dave Stacy, USI Insurance Services, LLC, One Hillcrest Drive, East, Suite 300, Charleston, WV 25311.



UNDERSTAND. SERVICE. INNOVATE.

USI's obligation to render the services under this Agreement ends on the effective date of termination of this Agreement. USI will assist in the orderly transition of matters to Client or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after termination of the Agreement. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, USI may provide services after the termination of this Agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

6. ASSIGNMENT

Neither Client nor USI shall assign, solicit or transfer their rights or obligations under this Agreement without prior written consent of the other, and such consent shall not be unreasonably withheld.

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7. CONFIDENTIALITY

"Confidential Information" shall mean non-public information revealed by or through a party to this agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

- A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.
- B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.
- C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.
- D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally



required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

- E. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

8. INTELLECTUAL PROPERTY

USI shall retain all title, copyright, patent, trademark, and all other intellectual property rights to all USI developed computer programs models and tools and to their output and to all USI developed methodologies and documents used in performance of the services under this agreement.

9. CONFLICTS OF INTEREST

USI shall report immediately to Client any circumstance in which USI is in a conflict-of-interest and cannot provide the services in accordance with the terms of this Agreement. Promptly thereafter, we shall meet and discuss in good faith what steps need to be undertaken with respect to the services and the provision thereof by USI.

10. PREMIUM /HANDLING OF FUNDS

Client shall provide immediately available funds for payment of premium by the payment dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by insurers.

USI will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements or restrictions of applicable state and federal laws and regulations.

In the ordinary course of business USI will receive and retain interest on premiums paid by Client from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to Client after we receive such funds.

11. SURPLUS LINES TAXES AND OTHER FEES

In the event that USI or a USI affiliate procures coverages for Client from a surplus lines insurance company, Client will be responsible for payment of surplus lines taxes on such coverage. Client will also be responsible for payment of fees or surcharges required by law. In all such cases, USI will endeavor to identify such taxes and fees to Client, but the liability for



payment of these taxes, fees and surcharges is assumed by Client. USI will not under any circumstances pay, transmit or be responsible for the payment of any surplus lines tax or fee.

12. USI'S POLICY REGARDING COMPENSATION FROM INSURERS AND INTERMEDIARIES

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. The Client agrees to pay compensation to USI for the placement of insurance pursuant to this written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom the Client's insurance is placed, or with the insurance intermediary we use to place the Client's insurance. Such agreements do not affect or modify in any way USI's responsibilities to the Client. The Client may obtain information about the nature and source of such compensation expected to be received by USI, and, if applicable, compensation expected to be received on any alternative quotes pertinent to the Client's placement upon Client's request.

Generally speaking, USI will annually receive from the various insurers with which it places risks about 1% to 1.5% of its total annual premium placements as contingent compensation. Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Client's coverages, the volume of total coverages placed by USI with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Client is invited to obtain as much detail as it wishes from USI on the computation of the particular contingent compensation applicable to its placement.

13. REPORTING CHANGES IN EXPOSURE

Client shall promptly notify USI with respect to all material changes in exposure and all changes in loss-related information. USI shall promptly notify the affected insurance companies of such changes.

14. INSURER SOLVENCY

USI does not guarantee the solvency of any insurer with which it places Client's risks.



15. SEVERABILITY

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

16. AGREEMENT CONSTRUED UNDER STATE LAWS

This Agreement is to be executed and performed in the State of West Virginia and shall be construed in accordance with the laws of such State.

17. CHANGES TO BE IN WRITING

This Agreement may be amended only by a written agreement executed by both USI and Client.

18. WAIVERS

The failure of USI or Client to insist on strict compliance with this Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether oral or written, with respect to its subject matter.

20. RECORD RETENTION

USI will retain its records of all matters relating to this Agreement in accordance with USI's record retention policy, (a copy of which will be made available to Client upon request), and all applicable laws and regulations.

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UNDERSTAND. SERVICE. INNOVATE.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

USI Insurance Services LLC

City of Charleston

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Resolution No. 777-23

Introduced in Council:

Adopted by Council:

March 6, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 777-23 - Authorizing the Mayor or City Manager to enter into contract with
2 Encova Insurance for workers' compensation insurance coverage for a premium of \$265,448,
3 including surcharges, and with an additional claims handling charge of 10% of paid claims, and
4 authorizing leaving the WV self-insurance system, as detailed in Exhibit A;

5
6 Authorizing the Mayor or City Manager to enter into contract with USI Insurance Services LLC
7 ("USI") for insurance broker, risk management, and loss control services related to the City's
8 property, liability, and workers' compensation insurance coverages for a cost of \$100,000 as
9 detailed in Exhibit B; and

10
11 Authorizing the Mayor or City Manager to enter into contract with the West Virginia Counties
12 Group Self Insurance Risk Pool, Inc, D/B/A West Virginia Communities Risk Pool ("WVCorp"), for
13 Third Party Administration (TPA) services related to legacy claims incurred while the City was
14 self-insured for workers' compensation at a fee not to exceed \$35,000 as detailed in Exhibit C.

15
16 This procurement is based on the results of a competitive insurance quote review process and
17 the Memorandum of Understanding among the City, USI, and WVCorp entered into under
18 Resolution No. 617-22.

19
20 The effective dates of the policies/contracts above will be from March 31, 2023 through March
21 31, 2024.

22
23 Be it Resolved by the Council of the City of Charleston, West Virginia:

24
25 That the Mayor or City Manager is authorized to enter into contract with Encova Insurance for
26 workers' compensation insurance coverage for a premium of \$265,448, including surcharges,
27 and with an additional claims handling charge of 10% of paid claims, and authorizing leaving the
28 WV self-insurance system, as detailed in Exhibit A; to enter into contract with USI Insurance
29 Services LLC for insurance broker, risk management, and loss control services related to the
30 City's property, liability, and workers' compensation insurance coverages for a cost of \$100,000
31 as detailed in Exhibit B; and to enter into contract with the West Virginia Counties Group Self
32 Insurance Risk Pool, Inc, D/B/A West Virginia Communities Risk Pool, for Third Party
33 Administration (TPA) services related to legacy claims incurred while the City was self-insured

1 for workers' compensation at a fee not to exceed \$35,000 as detailed in Exhibit C, all to be
2 effective from March 31, 2023 through March 31, 2024.
3



Self Insurance Proposal February 16, 2023

City of Charleston Claim Handling

Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.

For additional information, please contact: Member Services at (844) 986-2705 or info@riskprograms.com



WELCOME TO WVcorp

WVcorp was established in 2007 at the request of West Virginia counties seeking to break from the status quo of the commercial insurance industry and assert more control over their risk management and coverage needs. Today, we are the only self-insurance risk pool for public entities in the state. We provide coverage to more counties and county-related agencies than any other provider, and we attribute our extraordinary success to the strength of our members. As a member, you are so much more than a customer. You are a part of WVcorp itself! Our membership is at the heart of everything we do, and this member-centric focus has driven us to emerge as a leader in developing coverage solutions. We are a one-stop-shop when it comes to safeguarding your peace of mind – capable of addressing all of your risk management needs, including coverage for:

Property	General Liability	Workers' Compensation
Inland Marine	Public Officials Liability	Business Automobile
Equipment Breakdown	Law Enforcement Liability	Cyber Risk
Crime	Environmental Liability	Excess Liability Limits

WELCOME TO WVcorp

YOU'RE CHOOSING OWNERSHIP

At WVcorp, you are an owner of the program and its assets. Unlike traditional insurance providers, we have no outside owners, investors or shareholders expecting dividends or profits to be generated from our programs. Rather than profit-minded executives making decisions, we have a Supervisory Board elected from and by our members. The Board approves all major risk pool decisions, and as a voting member, you have a direct voice in the decisions that matter most to your organization.

In choosing WVcorp, you are choosing a partner that is unlike any traditional insurance provider for one reason: you are truly our primary concern.



YOU'RE CHOOSING PRICE STABILITY

No one likes surprises. The pool was founded to provide an alternative to the commercial insurance marketplace, in part based on the principle of providing price stability. This long-standing ideal has guided our decisions since day one. While the commercial market has seen considerable volatility and rate increases,

and competitors have stripped away coverages to combat rate increases, the pool has enjoyed rate stability for more than a decade, even as we've consistently expanded coverages. It all adds up to giving you peace of mind that rates will remain predictable, aiding in long-term planning and budgeting.

YOU'RE CHOOSING SPECIALIZED PROTECTION

We were created by public entities, service only public entities, and are directed by our Board elected from within our membership. This gives our organization remarkable focus, and it's allowed us to grow our team with experts that know your organization and its unique needs, because serving partners like you is all we do. It also means we're able to keep ahead of regulatory and other changes as or even before

they happen, adjusting coverages or creating new programs as needed.

Our expert Risk Control team works directly with members to provide employee training, safety audits, or consult on relevant risk management topics to help prevent claims from occurring. It's all part of our commitment to address your need for protection holistically.



YOU'RE CHOOSING TRANSPARENCY

We're proud of the products and services we offer, so we feel there's no need to play games or hide behind gimmicks. Although our policy period begins on July 1, renewal quotes are distributed as early as mid-March, giving you ample time to prepare your budget. We empower members to run your own loss reports at the click of a button on our website without having to request that information through an agent. Because we're partners when it comes to protecting your assets, we openly share every bit of information we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.

MEMBERSHIP HIGHLIGHTS

WEBSITE

- Intuitive, user-friendly design
- Claims reporting with instantaneous claim number
- Risk management tools and templates
- Downloadable employee training presentations and webinars
- Customizable loss reports
- Claim viewer giving access to claim summaries, financials, and adjuster notes
- Property and vehicle schedule editing tool
- Certificates of insurance request feature

RISK CONTROL

- Facility safety assessments
- Certified Playground Safety Inspectors (CPSI)
- Risk management policy creation and consultation
- In person and web-based employee training – safety, liability, human resource, cyber security, and more
- Loss analysis
- Safety committee assistance and participation
- Up to 14 hours of approved CE-credits for law enforcement
- Hot topic workshops presented at various conferences across West Virginia



For more than a decade, WVcorp has been a leader in creating innovative, member-centric solutions to the unique challenges faced by West Virginia's public sector entities. As a pool participant, you can take advantage of WVcorp's vast array of membership benefits.

WORKERS' COMPENSATION

- Medical Bill Review provides savings across multiple medical provider networks to ensure cost effective treatment
- First Fill program so employees have no “out of pocket” for prescriptions

CYBER RISK

- Comprehensive cyber risk coverage like no other West Virginia provider
- No deductible
- Optional limits up to \$5,000,000
- Designated breach coach guides legal guidance on cyber incidents
- Live and webinar based cyber security training available

SERVICES

- Property valuations provided at no charge
- Investigations unit available for claim surveillance and analysis
- Tenant User Liability Insurance Program (TULIP) makes it simple to acquire short-term event coverage for facility users
- Contract and lease review to ensure adequate coverage requirements
- Safelite Auto Glass direct billing allows for quick and painless glass replacement; with a deductible waiver with glass repairs

COVERAGE

- Guaranteed replacement cost on property coverage
- No annual aggregate on general liability coverage
- Pollution liability coverage for first party and third party clean up
- Optional increased crime coverage limits available Defense
- coverage for EEOC and HCR complaints included





**2023 – 2024 Workers Compensation Claim Handling Quote for
City of Charleston**

- Lost Time and Litigated Claims - \$850 per claim
- Medical Only Claims - \$200 per claim
- Minimum Handling Fee of \$20,000/Maximum Handling Fee of \$35,000
(Expected fee to be \$25,000)
- WC Bill Review \$7.50 Per Bill & 22% of Audit or any PPO Savings
- \$5,000 for Data Migration

The City of Charleston will be responsible for any Self Insurance Assessments and Regulatory Surcharges after 3/31/2023.

WVcorp will need to create a deposit account funded by the City to pay claims since we would no longer be collecting WC premium. All billings will be quarterly.

Resolution No. 617-22

Introduced in Council:

Adopted by Council:

March 21, 2022

Introduced by:

Referred to:

Joseph Jenkins

Council

Resolution No. 617-22 – Approving the March 14, 2022, Memorandum of Understanding among the City of Charleston, USI Insurance Services LLC, and West Virginia Counties Group Self-Insurance Risk Pool, Inc., as shown in Exhibit A; authorizing the Mayor or City Manager to enter into a 3-year service contract with USI Insurance Services LLC to provide insurance agent/broker services to City, where the fee for the first year is \$175,000; and authorizing the Mayor or City Manager to enter into contracts with West Virginia Counties Group Self-Insurance Risk Pool, Inc., at a price of \$1,497,770, for comprehensive insurance coverages and including third-party claims administration services for the period March 31, 2022, through March 31, 2023, in accordance with the costs referred to as Coverage Option 3 in Exhibit B. Underinsured motorists coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits of \$25,000/\$50,000/\$25,000 is accepted only.

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

That the March 14, 2022, Memorandum of Understanding among the City of Charleston, USI Insurance Services LLC, and West Virginia Counties Group Self-Insurance Risk Pool, Inc., as shown in Exhibit A, is approved; that the Mayor or City Manager is authorized to enter into a 3-year service contract with USI Insurance Services LLC to provide insurance agent/broker services to City, where the fee for the first year is \$175,000; and that the Mayor or City Manager is authorized to enter into contracts with West Virginia Counties Group Self-Insurance Risk Pool, Inc., at a price of \$1,497,770, for comprehensive insurance coverages and including third-party claims administration services for the period March 31, 2022, through March 31, 2023, in accordance with the costs referred to as Coverage Option 3 in Exhibit B. Underinsured motorists coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits of \$25,000/\$50,000/\$25,000 is accepted only. All agent/broker fees for years two and three of the City’s contract with USI Insurance Services LLC must be authorized by the City Council at the time the Council approves each subsequent insurance program renewal.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into among the City of Charleston ("City"), USI Insurance Services LLC ("USI"), and the West Virginia Counties Group Self-Insurance Risk Pool, Inc. ("WVcorp"). The purpose and terms of the MOU are set forth herein. This MOU is effective upon its execution by all Parties, subject to limitations outlined in Paragraph 6.

WITNESSETH

WHEREAS, the majority of the City's insurance policies are set to expire on March 31, 2022;

WHEREAS, the City has become familiar with the qualifications, skills, experience, customer service, and insurance programs and coverages offered by both USI and WVcorp;

WHEREAS, on March 7, 2022, the City's Select Committee on Insurance Agent Relations made a recommendation that was rejected by City Council;

WHEREAS, the City's Administration has evaluated the considerable advantages that would come with USI and WVcorp each playing a role in managing the City's insurance affairs;

WHEREAS, the City specifically recognizes the benefit of having a local insurance broker (USI) assisting with monitoring the City's insurance program and making meaningful, thorough, and complete recommendations to the City's Administration relating to risk management and insurance policy options;

WHEREAS, the City specifically recognizes the benefit of selecting insurance coverages and claims handling administration through WVcorp, as doing so provides the most complete coverage at the lowest cost offered during the 2022 renewal process;

WHEREAS, the City engaged in discussions with both USI and WVcorp to determine whether the two companies would be able and willing to enter into a cooperative arrangement to manage the City's insurance affairs;

WHEREAS, both USI and WVcorp have confirmed that they are able and willing to cooperate in managing the City's insurance affairs; and

WHEREAS, by USI and WVcorp agreeing to cooperate during the 2022 renewal year, the City will pay less for insurance coverage compared to its expiring plan of insurance.

NOW, THEREFORE, the Parties agree to the following terms:

1. The City will award a 3-year broker contract to USI, wherein USI will agree to act in the City's best interests to evaluate and monitor the City's insurance program, including but not limited to advising, consulting, reviewing, and recommending risk mitigation

measures and policies/programs of insurance. No insurance carrier or pool will be excluded from offering future renewal quotes to the City through USI unless such carriers or pools are explicitly excluded by the written direction of the City Manager.

2. The City will pay directly to USI \$175,000, which represents USI's service fee for the first year of its contract. Payment and other governing terms will be detailed in a separate service agreement between the City and USI.
3. The City will award a 1-year contract to WVcorp to provide insurance coverages and claims handling/management services, as proposed in WVcorp's February 7, 2022, "Option 3" plan, which will be further detailed in contract and policy documents entered after approval by the Charleston City Council.
4. USI and WVcorp agree to work cooperatively, honestly, and in good faith with one another in the handling of the City's insurance affairs.
5. USI and WVcorp agree to and do hereby waive any rights they may have to protest the City's procurement process and decision relating to the 2022 insurance renewal.
6. The Parties acknowledge and understand that this MOU is subject to the approval of the Charleston City Council. Should the City Council reject this MOU or take no action on it at all, it will be of no force or effect. If the City Council fails to either approve or reject this MOU by 11:59 p.m. (EDT) on March 21, 2022, the MOU will become automatically ineffective.
7. DISPUTE RESOLUTION, JURISDICTION AND VENUE – If any breach, default, or other dispute arises out of this MOU, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the Parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the United States District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.
8. GOVERNING LAW – The MOU shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia.
9. ASSIGNMENT – USI and WVcorp agree not to assign the MOU to any person or entity without the City's prior written consent.
10. AMENDMENTS – All amendments, modifications, alterations or changes to the MOU shall be by mutual agreement, in writing, and signed by the Parties.

11. LIABILITY OF INDIVIDUALS – LIABILITY OF INDIVIDUALS – The Parties agree that the MOU shall not be construed to extend any personal liability to individuals executing or administering the MOU on behalf of City, USI, or WVcorp. Notwithstanding, this provision shall not be construed to prevent City, USI, or WVcorp from taking any and all legal action against any individual who commits fraud related to this MOU.

AGREED TO BY THE FOLLOWING PARTY REPRESENTATIVES:

CITY OF CHARLESTON


Signature

City Manager

Title

3-14-2022

Date

USI INSURANCE SERVICES LLC


Signature

Practice Leader for WV

Title

3/14/2022

Date

WEST VIRGINIA COUNTIES GROUP SELF-INSURANCE RISK POOL, INC.


Signature

Administrator

Title

3/17/2022

Date



Quotation for Workers' Compensation Insurance Program

Quote Number: Q353423-005

For

City of Charleston:

Program Type: Large Deductible

Policy Period: 03/31/2023 to 03/31/2024

Agency/Producer:

Stacy, Dave
USI Insurance Services LLC
One Hillcrest Dr E Ste 300
Charleston, WV 25311

Prepared By:

Harrison, Jason
Senior Underwriter, WV Large
Phone: (304)941-1000 x55090

Quote Date: 02/14/2023

Effective Date: 03/31/2023

Valid Until: A maximum of 30 days calculated from the Quote Date, but no later than the Effective Date of coverage.

ENCOVA 360° TEAM APPROACH

Claims Services:

- § Twenty four (24) Hour Contact
- § Cost Reduction Programs
- § Case Management Services
- § Medical Cost Containment
- § Procedure/Bill Review by Medical Specialists
- § Return to Work/Rehabilitation Services
- § Medical Provider Selection Assistance
- § Vendor Management
- § Special Investigative/Fraud Units
- § Pro-Active Claims handling
- § Specialized Services

Loss Control Services:

- § On-site Risk Assessment
- § Documented Workplace Safety Recommendations
- § OSHA Approved Safety Training
- § National Safety Council Approved Training
- § Free Access to Extensive Safety Video Library
- § Web Based Safety Resources
- § Industry Experienced Safety Specialists

Audit Services:

- § On-Site Payroll and Classification Verification
- § Telephonic and Mail Audit Options
- § Recordkeeping Assistance
- § Class Dispute Resolution Assistance
- § Detailed Audit Results Statement
- § Extensive Classification Consultation Resource
- § Industry Experienced Premium Auditors

Underwriting Services:

- § Competitive Coverage and Pricing Options
- § Prompt Response to Coverage Questions
- § Flexible Premium Payment Options
- § Small and Large Deductible Programs
- § Association Safety Discount Programs
- § Premium Finance Availability
- § Specialized Team Approach

Litigation Management:

- § Reduce frequency and extent
- § Panel counsel
- § Litigation strategy
- § Savings to policyholders

IMPORTANT TOPICS

THE PROPOSAL

Changes, such as additional locations, changes in exposure, or other variations in underwriting information, may make it necessary to reevaluate this proposal, the premium calculations or other portions of this Quote. Any modification we make shall be based upon our evaluation of these changes and whether the changes represent a measurable difference from the Quote offered.

COVERAGE

The workers' compensation coverage outlined in this document is for reference purposes. The policy we issue to you will contain the complete terms, conditions, exclusions and coverages. Upon receipt of your policy, please review the policy thoroughly with your agent and promptly notify your underwriting representative if you have any questions or concerns.

PREMIUM ESTIMATE

The calculation of estimated premium is based on the information you and your agent have provided to us. All payroll and premium calculations are estimates and do not represent a final calculation even though the Quote documents may use terms such as Total Premium. All estimated amounts are subject to program adjustments.

NAMED INSURED

Named Insureds are those shown on the policy and those Named Insureds added by endorsement.

REGULATORY AND FILING REQUIREMENTS

We are required to follow all regulatory and filing requirements in effect for the various states in which you have exposure. We shall adhere to all state regulatory requirements. We shall not issue any form or apply any program that is in contravention to a governing rule or statute. Any form that is void, unapproved or inapplicable in any jurisdiction shall apply in jurisdictions where the application is permissible.

QUESTIONS?

You should direct any questions regarding this Quote to your Underwriter shown on the Cover Page of this document. If changes are desired, we may issue a new Quote. No alterations to this Quote document may be made.

DESCRIPTION: WORKERS' COMPENSATION PROGRAM

INSURER: SummitPoint Insurance Company

NAMED INSUREDS

First Named Insured: City of Charleston

Other Named Insureds:

No Other Additional Named Insured

POLICY PERIOD: 03/31/2023 - 03/31/2024

PROGRAM TYPE: Large Deductible Plan

STATES COVERED:

WV

COVERAGE & LIMITS

Part One - Workers' Compensation Insurance

Limit

Bodily Injury by Accident or Disease

Statutory Limits

Part Two - Employers Liability Insurance

Bodily Injury by Accident, Each Accident

\$1,000,000.00

Bodily Injury by Disease, Policy Limit

\$1,000,000.00

Bodily Injury by Disease, Each Employee

\$1,000,000.00

West Virginia Broad Form Employers' Liability

Bodily Injury by Accident, Each Accident

\$1,000,000.00

Bodily Injury by Disease, Policy Limit

\$1,000,000.00

Bodily Injury by Disease, Each Employee

\$1,000,000.00

West Virginia - The Employers Liability Insurance limits above are inclusive of and not separate from limits for West Virginia Broad Form Employers' Liability.

DEDUCTIBLE AMOUNT

Deductible Amount

Bodily Injury Each Accident

\$300,000.00

Bodily Injury By Disease, Each Employee

\$300,000.00

The deductible includes medical, indemnity and ALAE (Allocated Loss Adjustment Expenses). The deductible applies separately to Part One - Workers Compensation and Part Three - Other States Coverage.

The deductible applies separately to Part Two - Employers Liability, but will not erode the limit of liability.

Policy Aggregate Limit

\$1,000,000.00

The policy aggregate amount is the most you must reimburse us for the sum of all indemnity, medical benefits and damages for which you are legally obligated including allocated loss adjustment expense (unless excluded) for the policy period.

CLAIM HANDLING CHARGES

A Claim Handling Charge will be applied to your Large Deductible Plan Cost subject to the deductible amount.

Basis:10% of Deductible Plan Paid Loss

Subject to the following limit per Claim:

\$30,000.00

DEDUCTIBLE PLAN PREMIUM

Deductible Plan Premium is calculated as follows:

Per the classes, rates and rating values provided in the Extension of Information Page Classification of Operations (WC 99 06 00).

MINIMUM DEDUCTIBLE PLAN COST

Minimum Deductible Plan Cost is \$.00

COLLATERAL REQUIREMENTS

Total Collateral Requirement: \$400,000.00

We may modify Collateral amounts during the Policy term.

Loss Fund: \$75,000.00

(Deductible Loss Fund to be deposited in our approved bank and replenished monthly.)

Other Collateral: \$325,000.00

Escrow Loss Fund requirements:

Amount Required for ALL Policy Years:\$75,000.00

Currently Holding for Historical Policy Years: \$.00

Additional Amount Due: \$75,000.00

(Deductible Loss Fund to be deposited in our approved bank.)

Letters of Credit* (LOC) Collateral requirements:

Amount Required for ALL Policy Years: \$325,000.00

Currently Holding for Historical Policy Years: \$.00

Additional Amount Due: \$325,000.00

***Letters of Credit** are required to be in Encova's approved format and issued by a NAIC-approved bank. An Encova-approved LOC form is attached. For a list of NAIC-approved banks please refer to the NAIC List of Qualified U.S. Financial Institutions.

ENDORSEMENTS (included but not limited to)

COLLATERAL REQUIREMENTS - OPTION 2

Total Collateral Requirement: \$600,000.00

We may modify Collateral amounts during the Policy term.

Loss Fund: \$600,000.00

Escrow Loss Fund Requirements:

Amount Required for ALL Policy Years: \$600,000.00
Currently Holding for Historical Policy Years: \$0.00
Additional Amount Due: \$600,000.00
(Deductible Loss Fund to be deposited in our approved bank.)

You agree to provide the Collateral for your Large Deductible Plan using the installment plan presented below.

You agree that the installment plan schedule below is subject to change based upon our recalculation of Collateral in accordance with your Large Deductible Plan. We will notify you of any such change in your Collateral requirements.

LOSS FUND INSTALLMENT SCHEDULE	
Amount: \$100,000.00	Due Date: 3/31/23
Amount: \$50,000.00	Due Date: 4/30/23
Amount: \$50,000.00	Due Date: 5/31/23
Amount: \$50,000.00	Due Date: 6/30/23
Amount: \$50,000.00	Due Date: 7/31/23
Amount: \$50,000.00	Due Date: 8/31/23
Amount: \$50,000.00	Due Date: 9/30/23
Amount: \$50,000.00	Due Date: 10/31/23
Amount: \$50,000.00	Due Date: 11/30/23
Amount: \$50,000.00	Due Date: 12/31/23
Amount: \$50,000.00	Due Date: 1/31/24

ITEMS DUE CHECKLIST

The following payments and documents are due prior to the effective date of your Policy or Policy Renewal.

- ☐ Premium Deposit - Please see Deposit Information on the next page
- ☐ A Signed Large Deductible Program Plan Agreement
- ☐ Loss Fund Amount of as specified
- ☐ Letter of Credit or Other Collateral as specified
 - o Must be in Encova's approved format (Attached)
 - o Must be issued by an Encova-approved bank

All documents requiring a signature must be signed by an authorized representative of the Insured.

Policyholder Disclosure
Notice of Terrorism Insurance Charge

Coverage for acts of terrorism is included in your quote. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury --in consultation with the Secretary of Homeland Security, and the Attorney General of the United States --to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your quote may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$2,035.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

REVIEW PURPOSES ONLY

This Draft LOC is provided to you in the preparation of Security. It is our approved language. Any requests to change must be approved by our Legal and Financial Departments.

DRAFT LOC ATTACHED

ESTIMATED PAYROLLS AND PREMIUMS

State	Classification Code	Classification Description	Estimated Payrolls
WV - 501-9 Virginia Street, E.	8820-000	ATTORNEY-ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	\$408,645.00
WV - 501-9 Virginia Street, E.	8810-000	CLERICAL OFFICE EMPLOYEES NOC	\$7,630,757.00
WV - 501-9 Virginia Street, E.	8864-000	SOCIAL SERVICES ORGANIZATION-ALL EMPLOYEES & SALESPERSONS, DRIVERS	\$277,351.00
WV - 501-9 Virginia Street, E.	8380-000	AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS	\$792,512.00
WV - 501-9 Virginia Street, E.	7720-000	POLICE OFFICERS & DRIVERS	\$11,289,869.00
WV - 501-9 Virginia Street, E.	9102-000	PARK NOC-ALL EMPLOYEES & DRIVERS	\$1,225,990.00
WV - 501-9 Virginia Street, E.	5506-000	STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & DRIVERS	\$2,072,435.00
WV - 501-9 Virginia Street, E.	9015-000	BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPLOYEES	\$473,012.00
WV - 501-9 Virginia Street, E.	9410-000	MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	\$2,696,679.00
WV - 501-9 Virginia Street, E.	9220-000	CEMETERY OPERATIONS & DRIVERS	\$150,554.00
WV - 501-9 Virginia Street, E.	0042-000	LANDSCAPE GARDENING & DRIVERS	\$783,820.00
WV - 501-9 Virginia Street, E.	9403-000	GARBAGE, ASHES OR REFUSE COLLECTION & DRIVERS	\$2,012,552.00
WV - 501-9 Virginia Street, E.	7710-000	FIREFIGHTERS & DRIVERS	\$10,881,145.00
Estimated Annual Premium			\$241,390.00
WV Fire and Casualty Surcharge			\$110.00
WV Regulatory Budget Surcharge			\$23,948.00

Total Amount Due	\$265,448.00
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Experience Modification: The Workers' Compensation and Employers' Liability premiums are based on the following modification as promulgated by the applicable rating organization:

INSTALLMENT SCHEDULE

<u>Bill Date</u>	<u>Amount Due</u>
03/31/2023	\$39,818.00
05/01/2023	\$22,563.00
05/31/2023	\$22,563.00
07/01/2023	\$22,563.00
07/31/2023	\$22,563.00
08/31/2023	\$22,563.00
10/01/2023	\$22,563.00
10/31/2023	\$22,563.00
12/01/2023	\$22,563.00
12/31/2023	\$22,563.00
01/31/2024	\$22,563.00



UNDERSTAND. SERVICE. INNOVATE.

BROKERAGE SERVICE FEE AGREEMENT

THIS AGREEMENT, effective as of April 1, 2023, is by City of Charleston (City), 501 Virginia Street, Charleston, WV 25301 and USI Insurance Services LLC ("USI"), located at One Hillcrest Drive, East, Suite 300, Charleston, WV 25311.

WHEREAS, Client has appointed USI as its broker of record for Client's insurance program described below, and

NOW, THEREFORE, in consideration of the following, Client agrees to engage USI, and USI hereby agrees to perform the services described below.

1. LINES OF INSURANCE COVERAGE

THIS AGREEMENT is entered into with respect to the following line(s) of insurance coverage and for which Client agrees to retain USI as its Risk Manager & Insurance Consultant:

**Liability
Property
Workers Compensation**

2. SCOPE OF SERVICES

Risk Management

Organization for Loss Control - Safety Programs, Safety Committee Activities, Employee Training, Orientation of Seasonal Employees, Accident Reporting/ Investigation/ Follow-up Procedures, Employee Responsibilities, Management Support, ADA, Personnel Administration, Workplace Violence, Harassment, Contract Provisions, Council/ Board Training, Emergency Response/ Contingency Planning, Business Interruption,

Workers Compensation- OSHA Activities, Cost Containment Programs, Return to Work, Light Duty Programs, Designated Medical Provider, Physical Demands Assessment, Hazard Communication, Ergonomics

Fleet Operations- Hiring Procedures, Background Checks, Defensive Driving Training, Safety Meetings, Vehicle Selection Criteria, Motor Vehicle Record Reviews, Inspection and Maintenance, Recordkeeping, Accident Procedures, Accident Reporting and Recordkeeping, Accident Follow-up and Review, Remedial Actions, Safety Rules, Seatbelt Use, Cell Phone Use Policy, DOT Standards, Commercial Driver Recordkeeping Practices

Public Safety- Haz Mat Programming, Mutual Aid Agreements, Infection Control



Public Works, Parks and Recreation- Complaint Procedures, Work Zone Safety, Locating/ Marking of Utilities, Lock Out Program, Confined Space Training, Trenching Cross Connection Program, Heavy Equipment Operation, Chemical and Pesticide Safety, Tree Program, Sidewalks and Streets Inspection, Parks and Recreation Facilities Inspections, Pool Operation/ Safety, Public Events, Informed Consent/ Waiver of Liability Forms, Waste and Water Treatment, Operator Qualification, Security, Sewer Inspection/ Back- up Prevention

Manage Relationships

Accountability – Ultimately accountable for all aspects of service delivery to the Client.

Direct and Organize service teams – Ensure that all teams servicing a Client are fully integrated, are clear as to Client expectations, and that resources are made available.

Frequent Client contact – Establish a program for visits for regular updates, reaffirmation of plans and objectives, and for the annual stewardship review.

Monitor Client objectives – Anticipate and probe for new information to adjust USI's services or the Client's risk management programs accordingly.

Review and Address Client Needs

Client needs analysis – Understand the Client's unique needs and be able to respond to those needs through the appropriate product and service offerings.

Industry knowledge – Understand the current issues in your education environment so that we can develop and maintain a responsive and dynamic risk management strategy.

Service delivery – Ensure that USI delivers high quality service, within the Client's expected timeframes, to meet or exceed the Client's expectations.

Compliance – Ensure strict adherence to laws and regulations involving the placement of insurance policies, payment of premiums, and giving and receiving of notices.



Partnership Development

Stewardship reviews – USI provides an annual stewardship review that summarizes the services provided in the previous year, special projects undertaken, coverage recommendations, and emerging issues.

Client satisfaction – USI asks for the Client’s feedback on our performance annually at a minimum.

Procedural issues – USI ensure that there are written protocols in place, especially for claims handling.

As part of our ongoing assistance in managing the Client’s risks, USI’s account team can:

Communication and Reporting

At the beginning of our relationship with the City of Charleston and as part of an annual stewardship plan, our team of professionals will be available to meet regularly with Client representatives. USI believes regular meetings are important to address ongoing and changing exposures and frequent communication enhances our ability to satisfy the Client’s business needs.

Stewardship Reporting

USI will provide the Client with an annual stewardship report. In addition to setting objectives, the report illustrates how USI service team manages the Client’s risk management program and the Client’s total cost of risk. The report reviews:

- Key accomplishments since the relationship inception.
- Status of goals and action plans for the current year, including our recommended renewal objectives.¹
- An analysis of the current insurance market with projections of future conditions.
- The service team dedicated to serve you.
- USI support services, including risk control, claims, and financial services. A detailed listed of Risk Control Services are as follows:

¹ No insurance carrier or pool will be excluded from offering future renewal quotes to the City though USI unless such carriers or pools are explicitly excluded by the written direction of the City Manager.



List of Risk Control Services

USI consultants' partner with our clients to identify, target, and correct specific ergonomics issues and concerns. USI incorporates both engineering and administrative controls to reduce workplace risk factors and increase overall productivity. USI assists our Client by designing and re-designing projects to create work areas that are best suited to the staff and work processes. USI also offers a variety of training programs to educate the workforce on ergonomic principles and human factors, combining lecture and hands-on activities to maximize adult learning and retention. USI's philosophy is to use basic ergonomic principles to reduce injury, improve the overall work processes, and increase productivity. Programs are designed to sustain the improvements made after the consulting project has ended.

Injury Prevention

USI's process is to first identify the primary causes of injury and the areas in which they occur. USI targets those high frequency areas and develops customized solutions to best address and mitigate losses. USI's expertise lies in creating programs tailored to our Client's specific concerns using existing protocols and employee and management involvement to ensure that our programs are fully integrated into the existing culture and environment. USI can create customized programs addressing areas such as machine guarding, lockout/tagout, hazard communications, NFPA 101 Life Safety, manual materials handling, behavior-based safety and preventing slips, trips and falls.

Safety Management

USI's casualty specialists can provide a comprehensive examination of the Client's operational exposures. This evaluation can reveal the strengths and weaknesses of existing safety programs, management systems, and operational controls. USI will work with the Client's management team to develop and implement solutions to reduce risk.

Training and Education

Safe work practices are the key to success of any loss prevention program. Job safety education has been shown to increase not only safety performance, but quality and productivity as well. USI has developed management – and employee – oriented safety programs for many specific industries. USI maintains a technical resource library of the latest codes and applicable standards.

Fleet Safety

USI Insurance Services Fleet Services provides Clients with expertise in Department of Transportation (DOT) regulations and transportation best practices. USI consultants provide up-to-date information on state and federal regulations, provide driver training to comply with those regulations, and create customized policies specific to the Client's business. USI's goal is to provide clients and their drivers with the training and information necessary to enhance overall vehicle safety and ensure regulatory compliance.



Property Protection Consulting

USI assists our Clients in evaluating risk to their assets and determining loss scenarios to better enable them to protect and adequately insure their assets. Services include benchmarking, analyzing loss experiences, cost-benefit analysis, plan review, code dispute, and loss investigations. USI conducts interdependency studies and supply chain exposures to contingent business interruption exposures to determine vulnerabilities and solutions.

USI consultants can help the Client systematically identify critical business functions, prioritize their impact on the business, and develop cost-effective recovery strategies to minimize disruptions to these operations. Our plans address seasonal issues, supply chain, vendor and Client agreements, as well as communication protocols. USI can also assist Clients with plan maintenance and facilitate testing exercises. USI Business Continuity Practice Group is comprised of certified consultants with specific expertise in operational recovery, disaster recovery, emergency response, and crisis management.

Safety Management Seminars

USI's Loss Control Consultants (who average more than 20 years' experience) can conduct high insightful and timely seminars with managers and supervisors as our target audience. Two of our senior consultants hold teaching degrees and also have Federal Certifications as Training Instructors. USI has developed a number of seminar topics exclusively for municipality entities. USI will travel to the Client's location, provide our own audio/visual equipment and furnish all instructional materials. Depending on the topic, these seminars are usually from one to three hours in length and involve active audience participation. With adequate advance notice, these seminars can be customized to a specific target audience. Note: these seminars are proprietary in nature and the intellectual property of USI Insurance Services.

In respect to all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

The services to be provided by USI hereunder are provided for the exclusive benefit of the Client. The services, recommendations, proposals and information provided by USI are not to be distributed to, used by or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/policies that was in effect prior to the effective date of this Agreement, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/policies. USI will neither assume nor accept liability for any deficiencies, errors or oversights inherent in such policy/policies until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

Additional Services

The services described above are the only services to be provided by USI to Client



under this Agreement. Any additional services requested by Client, and any related compensation, shall be separately negotiated by USI and Client and described in an amendment to this Agreement.

Notwithstanding the foregoing, to the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

3. BASIS OF COMPENSATION

In consideration of the services provided by USI, Client will pay USI an annual fee of \$100,000 for the first year of this agreement, and will be paid as follows:

04/01/2023	\$25,000
07/01/2023	\$25,000
10/01/2023	\$25,000
01/01/2024	\$25,000

In the event this Agreement is terminated prior to the expiration of the contract term, the fees will be prorated on a daily basis.

In the event of the renewal of this Agreement, payments of such fee installments shall continue to be made on the annual anniversaries of these payment dates.

In the event of mergers, acquisitions, or other substantial changes in Client's business which result in a material increase in the work required of USI under this Agreement, the fee set forth above shall be subject to good faith re-negotiation. **However, no renegotiation shall be valid until the Client signs a written memorandum specifying the additional compensation.** In the event that Client requests USI to place new lines of insurance, USI will be entitled to accept commissions on such placements, unless USI and Client modify this Agreement to take into account the additional services which will be provided to Client.

4. TERM OF CONTRACT

The initial term of this Agreement shall be for three years beginning on April 1, 2022 and ending on April 1, 2025.

5. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement with 60 day's written notice to the other party for any reason and at any time. All notices to the City shall be sent to the attention of the City Manager, 501 Virginia Street East, Charleston, WV 25301. All notices to USI shall be sent to the attention of Dave Stacy, USI Insurance Services, LLC, One Hillcrest Drive, East, Suite 300, Charleston, WV 25311.



UNDERSTAND. SERVICE. INNOVATE.

USI's obligation to render the services under this Agreement ends on the effective date of termination of this Agreement. USI will assist in the orderly transition of matters to Client or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after termination of the Agreement. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, USI may provide services after the termination of this Agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

6. ASSIGNMENT

Neither Client nor USI shall assign, solicit or transfer their rights or obligations under this Agreement without prior written consent of the other, and such consent shall not be unreasonably withheld.

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7. CONFIDENTIALITY

"Confidential Information" shall mean non-public information revealed by or through a party to this agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

- A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.
- B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.
- C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.
- D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally



required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

- E. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

8. INTELLECTUAL PROPERTY

USI shall retain all title, copyright, patent, trademark, and all other intellectual property rights to all USI developed computer programs models and tools and to their output and to all USI developed methodologies and documents used in performance of the services under this agreement.

9. CONFLICTS OF INTEREST

USI shall report immediately to Client any circumstance in which USI is in a conflict-of-interest and cannot provide the services in accordance with the terms of this Agreement. Promptly thereafter, we shall meet and discuss in good faith what steps need to be undertaken with respect to the services and the provision thereof by USI.

10. PREMIUM /HANDLING OF FUNDS

Client shall provide immediately available funds for payment of premium by the payment dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by insurers.

USI will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements or restrictions of applicable state and federal laws and regulations.

In the ordinary course of business USI will receive and retain interest on premiums paid by Client from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to Client after we receive such funds.

11. SURPLUS LINES TAXES AND OTHER FEES

In the event that USI or a USI affiliate procures coverages for Client from a surplus lines insurance company, Client will be responsible for payment of surplus lines taxes on such coverage. Client will also be responsible for payment of fees or surcharges required by law. In all such cases, USI will endeavor to identify such taxes and fees to Client, but the liability for



payment of these taxes, fees and surcharges is assumed by Client. USI will not under any circumstances pay, transmit or be responsible for the payment of any surplus lines tax or fee.

12. USI'S POLICY REGARDING COMPENSATION FROM INSURERS AND INTERMEDIARIES

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. The Client agrees to pay compensation to USI for the placement of insurance pursuant to this written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom the Client's insurance is placed, or with the insurance intermediary we use to place the Client's insurance. Such agreements do not affect or modify in any way USI's responsibilities to the Client. The Client may obtain information about the nature and source of such compensation expected to be received by USI, and, if applicable, compensation expected to be received on any alternative quotes pertinent to the Client's placement upon Client's request.

Generally speaking, USI will annually receive from the various insurers with which it places risks about 1% to 1.5% of its total annual premium placements as contingent compensation. Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Client's coverages, the volume of total coverages placed by USI with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Client is invited to obtain as much detail as it wishes from USI on the computation of the particular contingent compensation applicable to its placement.

13. REPORTING CHANGES IN EXPOSURE

Client shall promptly notify USI with respect to all material changes in exposure and all changes in loss-related information. USI shall promptly notify the affected insurance companies of such changes.

14. INSURER SOLVENCY

USI does not guarantee the solvency of any insurer with which it places Client's risks.



15. SEVERABILITY

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

16. AGREEMENT CONSTRUED UNDER STATE LAWS

This Agreement is to be executed and performed in the State of West Virginia and shall be construed in accordance with the laws of such State.

17. CHANGES TO BE IN WRITING

This Agreement may be amended only by a written agreement executed by both USI and Client.

18. WAIVERS

The failure of USI or Client to insist on strict compliance with this Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether oral or written, with respect to its subject matter.

20. RECORD RETENTION

USI will retain its records of all matters relating to this Agreement in accordance with USI's record retention policy, (a copy of which will be made available to Client upon request), and all applicable laws and regulations.

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UNDERSTAND. SERVICE. INNOVATE.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

USI Insurance Services LLC

City of Charleston

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

City of Charleston

MUNICIPAL BUDGET

July 1, 2023 - June 30, 2024



General Fund

Presented March 6, 2023

AMY SHULER GOODWIN, MAYOR

City of Charleston MUNICIPAL BUDGET July 1, 2023 - June 30, 2024

TABLE OF CONTENTS

Section	Page Number
1	Revenues 3 – 4
	Expenditures 5 – 6
	Coal Severance Fund 7
	Contributions & Support Summary 8
2	Pay Grade Schedules 10 – 20
3	Department Staffing
	Authorized Positions 22 – 30
	Departmental Wages & Salaries 31 – 40
4	Capital Expenditure Schedule 42 – 47
5	General Fund Department Budgets 50 – 155
	(Includes Alpha Index of Departments)
6	Capital Projects Expenditures 157 – 163
7	Levy Rates 165 – 167
	APPENDIX A – Health Plan Premium 169

City of Charleston
MUNICIPAL BUDGET
July 1, 2023 - June 30, 2024

Section 1
Summaries

**City of Charleston
Municipal Budget
FY 2024
General Fund Revenue Summary**

Rev. Code	Description	Actual FY 2022	Original FY 2023	FY 2023 YTD Amendments	Current FY 2023	YTD Jan Actual FY 2023	Estimated FY 2024
	Fund Balance		4,000,000	11,275,467	15,275,467		3,500,000
301	Property Taxes	16,814,033	17,300,000		17,300,000	11,144,093	17,700,000
303	Gas & Oil Severance Tax	90,153	100,000		100,000	284,163	200,000
304	Utility Tax	2,814,926	2,700,000		2,700,000	1,344,267	2,750,000
305	Business & Occupation Tax	48,609,127	45,160,000	(416,304)	44,743,696	23,213,126	47,800,000
306	Consumer Sales Tax - Liquor	1,038,039	1,000,000		1,000,000	509,122	1,000,000
307	Animal Control	5,638	5,500		5,500	4,570	5,500
308	Hotel Occupancy Tax	2,778,601	2,650,000		2,650,000	1,484,392	3,000,000
309	Amusement Tax	291,491	200,000		200,000	115,950	250,000
320-02	Loading Zone Fees	25,460	25,000		25,000	1,650	25,000
320-06	Property Citations	-	2,000		2,000	-	2,000
325	Licenses	99,113	95,000		95,000	84,648	95,000
326	Building Permits	644,977	400,000		400,000	246,498	450,000
327	Miscellaneous Permits	10,011	5,000		5,000	3,260	5,000
328	Franchise Fees	643,410	650,000		650,000	141,873	600,000
329	Inspection Fees	89,790	70,000		70,000	52,595	90,000
330	IRP Fees	579,969	675,000		675,000	276,999	625,000
335	Liquor & Wine Licenses	56,125	45,000		45,000	34,375	45,000
336	Cemetery Revenues	233,273	150,000		150,000	78,120	175,000
337	Dog Fees	50	100		100	-	100
340	Parks & Recreation	57,751	50,000		50,000	42,156	55,000
341	City Service Fee	7,091,339	7,400,000		7,400,000	2,862,263	7,400,000
345	Rents, Concessions, Leases	1,079,412	775,000		775,000	604,774	825,000
347	Jail Fees	4,585	2,500		2,500	-	2,500
348	Plan Review Fees	62,553	30,000		30,000	24,398	40,000
352	Fire Protection Fees	1,961,834	2,025,000		2,025,000	1,126,479	2,000,000
353	Planning - Permit Appl. Fee	5,205	10,000		10,000	2,285	10,000
355	Street Closure Fees	7,792	6,000		6,000	4,639	6,000
362	Processing Fees	557	500		500	360	500
363-00	Ambulance Levy	3,000,000	3,000,000		3,000,000	1,880,016	3,066,000
363-02	Ambulance Fees	2,641,445	2,700,000		2,700,000	1,616,134	2,800,000
365	Federal Grants	101,234	900,000	(800,000)	100,000	-	100,000
366	State Grants	-	-		-	-	-
368	Contributions from Others	321,301	240,000	27,500	267,500	55,823	125,000
372	PILOT	91,627	90,000		90,000	-	90,000
376	Gaming Revenue	232,883	200,000		200,000	98,731	215,000
378	Aerial Map Copy Fee	-	-		-	30	-
380	Interest	44,632	30,000		30,000	315,502	500,000
383	Sale of Fixed Assets	367,892	250,000		250,000	6,525	250,000
386	Insurance Claims	186,269	50,000		50,000	171,307	50,000
387	Election Filing Fees	9,915	-		-	210	-
391	Recycling Revenue	35,808	15,000		15,000	7,525	20,000
397	Video Lottery	194,050	200,000		200,000	95,072	200,000
399	Miscellaneous Revenue	300,714	150,000		150,000	166,469	150,000
	Taxes, Fees & Permits	92,622,985	89,356,600	(1,188,804)	88,167,796	48,100,398	92,722,600

**City of Charleston
Municipal Budget
FY 2024
General Fund Revenue Summary**

Rev. Code	Description	Actual FY 2022	Original FY 2023	FY 2023 YTD Amendments	Current FY 2023	YTD Jan Actual FY 2023	Estimated FY 2024
Transfers from Other Funds							
369	Transfers from Other Funds	33,000	-		-	-	-
369-01	Health Insurance Reserve	-	-		-	-	918,299
369-03	Landfill/Incinerator Fees	3,250,000	3,500,000		3,500,000	1,875,000	3,600,000
369-06	Municipal Court Fund	297,422	300,000		300,000	48,596	300,000
369-06	Municipal Stablization	1,464,907	3,644,656		3,644,656	-	2,237,528
369-07	Uniform Pension Reserve	5,305,223	5,855,000		5,855,000	4,273,849	7,275,000
369-12	American Rescue Plan	541,838	250,000		250,000	-	200,000
Total Transfers from Other Funds		10,892,389	13,549,656	-	13,549,656	6,197,445	14,530,827
Reimbursements and Other							
370	Charges to Other Funds	485,091	420,000		420,000	212,256	420,000
377	Lease Proceeds	(3,577)	-		-	8	-
381	Other Reimbursements	593,613	600,000		600,000	17,065	400,000
Total Reimbursements & Other		1,075,126	1,020,000	-	1,020,000	229,329	820,000
Total Revenue		104,590,501	103,926,256	(1,188,804)	102,737,452	54,527,172	108,073,427
Total Available			107,926,256	10,086,663	118,012,919	54,527,172	111,573,427

City of Charleston
Municipal Budget
FY 2024
General Fund Expenditure Summary

Exp. Code	Description	Actual FY 2022	Original FY 2023	FY 2023 YTD Amendments	Current FY 2023	YTD Dec Actual FY 2023	Recommended FY 2024
	Elected Officials		29		29		29
	Regular Employees		730		730		729
	Total Employees	-	759	-	759		758
Personal Services							
101	Salaries Elected Officials	329,883	352,000		352,000	149,502	352,000
103	Salaries & Wages: Regular	32,194,035	35,673,045		35,673,045	15,693,060	36,215,117
103	Salaries & Wages: Part-Time	269,110	482,200	5,000	487,200	287,497	570,400
103	Salaries & Wages: Overtime	4,376,169	4,627,876	373,788	5,001,664	2,709,501	5,352,966
103	Salaries & Wages: Non-Elect	36,839,314	40,783,121	378,788	41,161,909	18,690,058	42,138,483
	<i>Total Salaries & Wages</i>	<i>37,169,197</i>	<i>41,135,121</i>	<i>378,788</i>	<i>41,513,909</i>	<i>18,839,560</i>	<i>42,490,483</i>
104	FICA	1,494,619	1,738,847	5,423	1,744,270	747,037	1,782,389
105	Medical & Life Insurance	13,670,214	14,871,718		14,871,718	6,080,429	15,988,648
106	Retirement- P.E.R.S.	1,541,664	1,614,148		1,614,148	681,054	1,640,889
107	Cont. to Uniform Pension	14,953,026	15,900,000	31,789	15,931,789	9,298,608	16,829,000
110	Uniform Allowance	211,852	342,900		342,900	306,443	342,900
111	Dental/Optical Insurance	626,155	716,957		716,957	342,536	713,388
112	Ins. - Employee Contribution	(1,814,294)	(1,755,706)		(1,755,706)	(783,726)	(1,747,750)
114	OPEB - Long Term	-	-	504,124	504,124	-	-
	TOTAL PERSONAL SERVICES	67,852,433	74,563,985	920,124	75,484,109	35,511,941	78,039,947
Contractual Services							
211	Telephone	545,150	559,650		559,650	264,431	558,330
212	Printing	684	12,900		12,900	635	1,000
213	Utilities	1,702,941	1,628,800	150,000	1,778,800	656,332	1,733,175
214	Travel	52,010	117,356		117,356	33,619	102,650
215	Mtce. & Repair - Bldg/Grnd	203,895	192,500		192,500	55,633	258,500
216	Mtce. & Repair - Equipment	1,253,185	1,260,710	170,000	1,430,710	791,265	1,697,655
217	Mtce. & Repair - Auto/Truck	78,407	21,800		21,800	5,044	27,700
218	Postage	86,584	79,050	15,000	94,050	44,902	100,300
219	Building & Equipment Rents	573,352	570,313		570,313	308,839	561,050
220	Advertising/Legal Publ.	25,341	28,300		28,300	10,499	29,300
221	Training	132,954	227,400		227,400	105,078	240,400
222	Dues & Subscriptions	92,409	108,040		108,040	63,493	114,840
223	Professional Services	837,381	755,225	27,500	782,725	255,528	829,900
224	Audit Costs	82,080	85,000		85,000	38,000	86,400
226	Insurance - WC & UC	722,960	784,047		784,047	285,155	710,246
227	Insurance Liability	987,763	825,000		825,000	613,310	725,000
229	Court Costs & Damages	832,959	500,000	700,000	1,200,000	168	500,000
230	Contracted Services	3,724,732	3,265,642	864,494	4,130,136	1,701,358	3,438,022
232	Bank Fees	108	150		150	72	150
234	Fire Hydrant Rental	152,174	160,000		160,000	66,336	168,000
237	Other Taxes & Fees	16,214	26,000		26,000	8,220	26,000
239	Fine Supported Training	25,950	-	17,438	17,438	-	-
	TOTAL CONTRACTUAL	12,129,233	11,207,883	1,944,432	13,152,315	5,307,917	11,908,618

**City of Charleston
Municipal Budget
FY 2024
General Fund Expenditure Summary**

Exp. Code	Description	Actual FY 2022	Original FY 2023	FY 2023 YTD Amendments	Current FY 2023	YTD Dec Actual FY 2023	Recommended FY 2024
Commodities							
341	Materials & Supplies	2,873,243	2,940,375		2,940,375	1,258,087	3,006,800
342	Fire Investigation	608	2,500		2,500	-	2,500
343	Gas, Oil & Tires	1,106,389	1,051,600	250,000	1,301,600	627,667	1,304,500
344	Prisoner Costs	76,718	75,000	125,000	200,000	68,033	200,000
345	Uniforms	287,786	329,775	46,000	375,775	103,887	451,800
346	Resale Food	9,616	10,000		10,000	-	10,000
347	Resale Merchandise	15,869	15,750		15,750	11,009	15,750
351	Athletic Supplies	8,571	12,000		12,000	335	12,000
353	Computer Software	-	500		500	-	500
354	Special Events Supplies	34,502	26,500		26,500	9,955	36,500
356	Fire Prevention	5,559	6,000		6,000	2,312	7,500
358	Commissions	17,870	12,000		12,000	-	12,000
359	Street & Road Treatment	398,834	200,000	140,000	340,000	193,272	400,000
	TOTAL COMMODITIES	4,835,565	4,682,000	561,000	5,243,000	2,274,557	5,459,850
Capital Outlay							
458	C/O - Major Improvements	45,948	-		-	-	-
459	C/O - Equipment	2,076,433	6,231,050	2,825,601	9,056,651	259,134	5,402,200
461	C/O - Lease Purch. Payments	2,198,766	1,505,169		1,505,169	959,306	908,396
	TOTAL CAPITAL OUTLAY	4,321,147	7,736,219	2,825,601	10,561,820	1,218,440	6,310,596
Contributions & Other							
566	Trf. & Cont. to Other Funds	7,241,137	5,696,000	3,890,506	9,586,506	3,164,166	5,666,000
567	Cont. to Other Govt Units	1,056,202	1,056,202		1,056,202	528,101	1,072,892
568	Other Contributions	2,274,375	2,249,000	100,000	2,349,000	850,000	2,504,000
572	Interest on Bonds	49,894	38,663		38,663	22,331	25,232
598	Contingency	-	214,554	(155,000)	59,554	-	94,542
670	Interest		-		-	-	-
671	Principal on Bonds	465,000	480,000		480,000	480,000	490,000
673							
674	Bond Service Charges	1,750	1,750		1,750	1,750	1,750
677					-		
	TOTAL CONTRIBUTIONS & OTH.	11,088,358	9,736,169	3,835,506	13,571,675	5,046,348	9,854,416
TOTAL EXPENDITURES		100,226,736	107,926,256	10,086,663	118,012,919	49,359,203	111,573,427

**City of Charleston
Municipal Budget
FY 2024
Coal Severence Fund**

Rev. Code	Description	Actual FY 2022	Original FY 2023	FY 2023 YTD Amendments	Current FY 2023	YTD Jan Actual FY 2023	Estimated FY 2024
	Fund Balance		20,000	44,494	64,494	-	50,000
310	Coal Severence Tax	190,933	80,000		80,000	120,808	150,000
380	Interest	-	25		25	-	-

Total Available	190,933	100,025	44,494	144,519	120,808	200,000
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Exp. Code	Description	Actual FY 2022	Original FY 2023	FY 2023 YTD Amendments	Current FY 2023	YTD Jan Actual FY 2023	Estimated FY 2024
566	Trf. & Cont. to Other Funds	155,726	100,000	44,494	144,494	178,822	200,000

City of Charleston
Municipal Budget
FY 2024
General Fund
Summary of Transfers, Support, and Contributions

Exp. Code	Receiving Organization/Entity	Actual FY 2022	Original FY 2023	FY 2023 YTD Amendments	Current FY 2023	Approved FY 2024
566	Trf. & Cont. to Other Funds					
	General Maintenance Fund	535,000	535,000	1,375,000	1,910,000	535,000
	Facilities Maintenance Fund	610,000	610,000	560,000	1,170,000	610,000
	City Service Fee Capital Projects Fund	3,000,000	3,000,000		3,000,000	3,000,000
	Public Arts Grant Fund	30,000	30,000		30,000	-
	Stadium Maintenance Fund	25,000	25,000		25,000	25,000
	Cemetery Endowment Fund	26,963	18,000		18,000	18,000
	IT Infrastructure Fund	550,000	-		-	-
	Tourism & Promotions Fund	300,000	-		-	-
	Business & Economic Incentives Fund	323,787	-		-	-
	Beautification Commission Fund	100,000	-		-	100,000
	Green Initiatives Fund	250,000	-		-	-
	Sidewalk Improvement Program Fund	250,000	-		-	-
	Health Insurance Reserve Fund	-	-	1,000,000	1,000,000	-
	Public Safety Center Fund	-	-	1,000,000	1,000,000	-
	Charleston Civic Center (support)	1,240,387	1,478,000	(44,494)	1,433,506	1,378,000
	Total Trf. & Cont. to Other Funds	7,241,137	5,696,000	3,890,506	9,586,506	5,666,000
567	Cont. to Other Govt Units					
	Kanawha-Charleston Health Department	100,000	100,000		100,000	100,000
	Library	956,202	956,202		956,202	972,892
	Total Cont. to Other Govt Units	1,056,202	1,056,202	-	1,056,202	1,072,892
568	Other Contributions					
	Mayors Discretionary Contributions	33,774	35,000		35,000	35,000
	Mayors Economic Incentives	216,918	290,000		290,000	290,000
	Kanawha-Charleston Humane Association	60,000	60,000		60,000	60,000
	Charleston Leadership Council on Public Safety	-	2,000		2,000	2,000
	Charleston Main Street, Inc.	75,000	75,000		75,000	75,000
	Convention & Visitors Bureau (Hotel/Motel Tax)	1,403,684	1,325,000		1,325,000	1,500,000
	Fund for the Arts	70,000	70,000		70,000	70,000
	Chas. Area Alliance - Operations	100,000	100,000		100,000	50,000
	Chas. Area Alliance - Recruitment Incentives	-	-		-	50,000
	WV Symphony	15,000	15,000		15,000	15,000
	Capitol Market	20,000	20,000		20,000	20,000
	Festivals:	280,000	257,000	100,000	357,000	337,000
	July 4th Celebration	75,000	50,000		50,000	50,000
	Festivall	150,000	150,000		150,000	125,000
	Chili Cookoff	-	-		-	-
	Green Chili Cookoff	-	2,000		2,000	2,000
	MultiFest	25,000	25,000		25,000	30,000
	Rod Run & Doo Wop	30,000	30,000		30,000	30,000
	Charleston Sternwheel Regatta	-	-	100,000	100,000	100,000
	Total Other Contributions	2,274,375	2,506,000	200,000	2,349,000	2,841,000
	Total Transfers, Support, and Contributions	10,571,714	9,258,202	4,090,506	12,991,708	9,579,892

City of Charleston
MUNICIPAL BUDGET
July 1, 2023 - June 30, 2024

Section 2

Pay Grade Schedules

City of Charleston
Municipal Budget
FY 2024
Table of Civilian Pay Grades

Grade	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
001	Mayor	125,000		
002	City Council	7,000		
003	City Treasurer	18,000		
004	Municipal Judge	40,000		
005	Appointed Part Time Clerks	35,000		
104	27,035	43,256	13.00	20.80
105	28,237	45,180	13.58	21.72
106	29,499	47,199	14.18	22.69
107	30,824	49,319	14.82	23.71
108	32,215	51,544	15.49	24.78
109	33,676	53,882	16.19	25.90
110	34,711	55,538	16.69	26.70
111	36,322	58,115	17.46	27.94
112	37,597	60,155	18.08	28.92
113	39,373	62,997	18.93	30.29
114	40,822	65,315	19.63	31.40
115	42,780	68,448	20.57	32.91
116	44,836	71,738	21.56	34.49
117	46,578	74,525	22.39	35.83
119	51,017	81,627	24.53	39.24
120	52,476	83,962	25.23	40.37
121	55,099	88,158	26.49	42.38
123	60,747	97,195	29.21	46.73
124	63,784	102,054	30.67	49.06
125	66,973	107,157	32.20	51.52
126	70,322	112,515	33.81	54.09
127	73,838	118,141	35.50	56.80
128	77,458	123,933	37.24	59.58
129	81,081	129,730	38.98	62.37
130	84,885	135,816	40.81	65.30
132	93,073	148,917	44.75	71.59
135	106,956	171,129	51.42	82.27
139	128,928	206,285	61.98	99.18

City of Charleston
Municipal Budget
Projected FY 2025
Table of Civilian Pay Grades

Grade	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
001	Mayor	125,000		
002	City Council	7,000		
003	City Treasurer	18,000		
004	Municipal Judge	40,000		
005	Appointed Part Time Clerks	35,000		
104	29,115	45,129	14.00	21.70
105	30,317	46,992	14.58	22.59
106	31,579	48,948	15.18	23.53
107	32,904	51,002	15.82	24.52
108	34,295	53,158	16.49	25.56
109	35,756	55,422	17.19	26.65
110	36,791	57,026	17.69	27.42
111	37,882	58,717	18.21	28.23
112	39,157	60,693	18.83	29.18
113	40,933	63,446	19.68	30.50
114	42,382	65,692	20.38	31.58
115	44,340	68,727	21.32	33.04
116	45,876	71,108	22.06	34.19
117	47,618	73,808	22.89	35.48
119	52,057	80,688	25.03	38.79
120	53,516	82,950	25.73	39.88
121	56,139	87,015	26.99	41.83
123	61,787	95,770	29.71	46.04
124	64,824	100,477	31.17	48.31
125	68,013	105,420	32.70	50.68
126	71,362	110,611	34.31	53.18
127	74,878	116,061	36.00	55.80
128	78,498	121,672	37.74	58.50
129	82,121	127,288	39.48	61.20
130	85,925	133,184	41.31	64.03
132	94,113	145,876	45.25	70.13
135	107,996	167,394	51.92	80.48
139	129,968	201,450	62.48	96.85

City of Charleston
Municipal Budget
Projected FY 2026
Table of Civilian Pay Grades

Grade	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
001	Mayor	125,000		
002	City Council	7,000		
003	City Treasurer	18,000		
004	Municipal Judge	40,000		
005	Appointed Part Time Clerks	35,000		
104	30,155	45,233	14.50	21.75
105	31,357	47,036	15.08	22.61
106	32,619	48,929	15.68	23.52
107	33,944	50,916	16.32	24.48
108	35,335	53,003	16.99	25.48
109	36,796	55,194	17.69	26.54
110	37,831	56,747	18.19	27.28
111	38,922	58,383	18.71	28.07
112	40,197	60,296	19.33	28.99
113	41,973	62,960	20.18	30.27
114	43,422	65,133	20.88	31.31
115	45,380	68,070	21.82	32.73
116	46,916	70,374	22.56	33.83
117	48,658	72,987	23.39	35.09
119	53,097	79,646	25.53	38.29
120	54,556	81,834	26.23	39.34
121	57,179	85,769	27.49	41.23
123	62,827	94,241	30.21	45.31
124	65,864	98,796	31.67	47.50
125	69,053	103,580	33.20	49.80
126	72,402	108,603	34.81	52.21
127	75,918	113,877	36.50	54.75
128	79,538	119,307	38.24	57.36
129	83,161	124,742	39.98	59.97
130	86,965	130,448	41.81	62.72
132	95,153	142,730	45.75	68.62
135	109,036	163,554	52.42	78.63
139	131,008	196,512	62.98	94.48

City of Charleston
Municipal Budget
Projected FY 2027
Table of Civilian Pay Grades

Grade	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
001	Mayor	125,000		
002	City Council	7,000		
003	City Treasurer	18,000		
004	Municipal Judge	40,000		
005	Appointed Part Time Clerks	35,000		
104	31,195	45,233	15.00	21.75
105	32,397	46,976	15.58	22.58
106	33,659	48,806	16.18	23.46
107	34,984	50,727	16.82	24.39
108	36,375	52,744	17.49	25.36
109	37,836	54,862	18.19	26.38
110	38,871	56,363	18.69	27.10
111	39,962	57,945	19.21	27.86
112	41,237	59,794	19.83	28.75
113	43,013	62,369	20.68	29.99
114	44,462	64,470	21.38	31.00
115	46,420	67,309	22.32	32.36
116	47,956	69,536	23.06	33.43
117	49,698	72,062	23.89	34.65
119	54,137	78,499	26.03	37.74
120	55,596	80,614	26.73	38.76
121	58,219	84,418	27.99	40.59
123	63,867	92,607	30.71	44.52
124	66,904	97,011	32.17	46.64
125	70,093	101,635	33.70	48.86
126	73,442	106,491	35.31	51.20
127	76,958	111,589	37.00	53.65
128	80,578	116,838	38.74	56.17
129	84,201	122,091	40.48	58.70
130	88,005	127,607	42.31	61.35
132	96,193	139,480	46.25	67.06
135	110,076	159,610	52.92	76.74
139	132,048	191,470	63.48	92.05

City of Charleston
Municipal Budget
FY 2024
Police Wage Progression Schedule

Yrs. Of Service	Patrolman Hourly	Corporal Hourly	Sergeant Hourly	Lieutenant Hourly	Captain Hourly
0	23.151	24.621	26.465	28.634	31.094
1	23.151	24.741	26.585	28.754	31.214
2	23.271	24.861	26.705	28.874	31.334
3	23.391	24.982	26.826	28.995	31.455
4	23.512	25.102	26.946	29.115	31.575
5	23.632	25.222	27.066	29.235	31.695
6	23.752	25.342	27.186	29.355	31.815
7	23.872	25.462	27.306	29.475	31.935
8	23.992	25.583	27.427	29.596	32.056
9	24.113	25.703	27.547	29.716	32.176
10	24.233	25.823	27.667	29.836	32.296
11	24.353	25.943	27.787	29.956	32.416
12	24.473	26.063	27.907	30.076	32.536
13	24.593	26.184	28.028	30.197	32.657
14	24.714	26.304	28.148	30.317	32.777
15	24.834	26.424	28.268	30.437	32.897
16	24.954	26.544	28.388	30.557	33.017
17	25.074	26.664	28.508	30.677	33.137
18	25.194	26.784	28.628	30.797	33.257
19	25.314	26.905	28.749	30.918	33.378
20	25.435	27.025	28.869	31.038	33.498
21	25.555	27.145	28.989	31.158	33.618
22	25.675	27.265	29.109	31.278	33.738
23	25.795	27.385	29.229	31.398	33.858
24	25.915	27.506	29.350	31.519	33.979
25	26.036	27.626	29.470	31.639	34.099
26	26.156	27.746	29.590	31.759	34.219
27	26.276	27.866	29.710	31.879	34.339
28	26.396	27.986	29.830	31.999	34.459
29	26.516	28.107	29.951	32.120	34.580
30	26.637	28.227	30.071	32.240	34.700

Each Patrol Officer receives an additional \$1.00 per hour when working night shift.

City of Charleston
Municipal Budget
FY 2024
Fire/EMT 8 Hour Shift

Yrs. Of Service	Firefighter Hourly	Lieutenant Hourly	Captain Hourly	Asst Chief Hourly
0	20.917	23.551	25.395	30.024
1	20.983	23.617	25.461	30.090
2	21.049	23.683	25.527	30.156
3	21.116	23.750	25.594	30.223
4	21.182	23.816	25.660	30.289
5	21.248	23.882	25.726	30.355
6	21.315	23.949	25.793	30.422
7	21.381	24.015	25.859	30.488
8	21.447	24.081	25.925	30.554
9	21.514	24.148	25.992	30.621
10	21.580	24.214	26.058	30.687
11	21.646	24.280	26.124	30.753
12	21.713	24.347	26.191	30.820
13	21.779	24.413	26.257	30.886
14	21.845	24.479	26.323	30.952
15	21.912	24.546	26.390	31.019
16	21.978	24.612	26.456	31.085
17	22.044	24.678	26.522	31.151
18	22.111	24.745	26.589	31.218
19	22.177	24.811	26.655	31.284
20	22.243	24.877	26.721	31.350
21	22.310	24.944	26.788	31.417
22	22.376	25.010	26.854	31.483
23	22.443	25.077	26.921	31.550
24	22.509	25.143	26.987	31.616
25	22.575	25.209	27.053	31.682
26	22.642	25.276	27.120	31.749
27	22.708	25.342	27.186	31.815
28	22.774	25.408	27.252	31.881
29	22.841	25.475	27.319	31.948
30	22.907	25.541	27.385	32.014

**City of Charleston
Municipal Budget
FY 2024
Fire/EMT Advanced 8 Hour Shift**

Yrs. Of Service	Firefighter Hourly	Lieutenant Hourly	Captain Hourly	Asst Chief Hourly
0	21.494	24.128	25.972	30.601
1	21.560	24.194	26.038	30.667
2	21.627	24.261	26.105	30.734
3	21.693	24.327	26.171	30.800
4	21.759	24.393	26.237	30.866
5	21.826	24.460	26.304	30.933
6	21.892	24.526	26.370	30.999
7	21.958	24.592	26.436	31.065
8	22.025	24.659	26.503	31.132
9	22.091	24.725	26.569	31.198
10	22.157	24.791	26.635	31.264
11	22.224	24.858	26.702	31.331
12	22.290	24.924	26.768	31.397
13	22.357	24.991	26.835	31.464
14	22.423	25.057	26.901	31.530
15	22.489	25.123	26.967	31.596
16	22.556	25.190	27.034	31.663
17	22.622	25.256	27.100	31.729
18	22.688	25.322	27.166	31.795
19	22.755	25.389	27.233	31.862
20	22.821	25.455	27.299	31.928
21	22.887	25.521	27.365	31.994
22	22.954	25.588	27.432	32.061
23	23.020	25.654	27.498	32.127
24	23.086	25.720	27.564	32.193
25	23.153	25.787	27.631	32.260
26	23.219	25.853	27.697	32.326
27	23.285	25.919	27.763	32.392
28	23.352	25.986	27.830	32.459
29	23.418	26.052	27.896	32.525
30	23.484	26.118	27.962	32.591

Each certified EMT-Advanced receives \$1,200 annually in addition to the rank & service rate. This table reflects that pay.

**City of Charleston
Municipal Budget
FY 2024
Fire/Paramedic 8 Hour Shift**

Yrs. Of Service	Firefighter Hourly	Lieutenant Hourly	Captain Hourly	Asst Chief Hourly
0	22.239	24.873	26.717	31.346
1	22.305	24.939	26.783	31.412
2	22.371	25.005	26.849	31.478
3	22.438	25.072	26.916	31.545
4	22.504	25.138	26.982	31.611
5	22.570	25.204	27.048	31.677
6	22.637	25.271	27.115	31.744
7	22.703	25.337	27.181	31.810
8	22.769	25.403	27.247	31.876
9	22.836	25.470	27.314	31.943
10	22.902	25.536	27.380	32.009
11	22.968	25.602	27.446	32.075
12	23.035	25.669	27.513	32.142
13	23.101	25.735	27.579	32.208
14	23.167	25.801	27.645	32.274
15	23.234	25.868	27.712	32.341
16	23.300	25.934	27.778	32.407
17	23.366	26.000	27.844	32.473
18	23.433	26.067	27.911	32.540
19	23.499	26.133	27.977	32.606
20	23.565	26.199	28.043	32.672
21	23.632	26.266	28.110	32.739
22	23.698	26.332	28.176	32.805
23	23.765	26.399	28.243	32.872
24	23.831	26.465	28.309	32.938
25	23.897	26.531	28.375	33.004
26	23.964	26.598	28.442	33.071
27	24.030	26.664	28.508	33.137
28	24.096	26.730	28.574	33.203
29	24.163	26.797	28.641	33.270
30	24.229	26.863	28.707	33.336

Each certified Paramedic receives \$2,750 annually in addition to the rank & service rate. This table reflects that pay.

**City of Charleston
Municipal Budget
FY 2024
Fire/EMT 24 Hour Shift**

Yrs. Of Service	Firefighter Hourly	Lieutenant Hourly	Captain Hourly	Asst Chief Hourly
0	17.075	19.225	20.730	24.509
1	17.129	19.279	20.784	24.563
2	17.183	19.333	20.838	24.617
3	17.237	19.387	20.892	24.671
4	17.292	19.442	20.947	24.726
5	17.346	19.496	21.001	24.780
6	17.400	19.550	21.055	24.834
7	17.454	19.604	21.109	24.888
8	17.508	19.658	21.163	24.942
9	17.562	19.712	21.217	24.996
10	17.617	19.767	21.272	25.051
11	17.671	19.821	21.326	25.105
12	17.725	19.875	21.380	25.159
13	17.779	19.929	21.434	25.213
14	17.833	19.983	21.488	25.267
15	17.887	20.037	21.542	25.321
16	17.941	20.091	21.596	25.375
17	17.996	20.146	21.651	25.430
18	18.050	20.200	21.705	25.484
19	18.104	20.254	21.759	25.538
20	18.158	20.308	21.813	25.592
21	18.212	20.362	21.867	25.646
22	18.266	20.416	21.921	25.700
23	18.321	20.471	21.976	25.755
24	18.375	20.525	22.030	25.809
25	18.429	20.579	22.084	25.863
26	18.483	20.633	22.138	25.917
27	18.537	20.687	22.192	25.971
28	18.591	20.741	22.246	26.025
29	18.646	20.796	22.301	26.080
30	18.700	20.850	22.355	26.134

EMT receives an additional \$1.00 per hour when riding ambulance.

**City of Charleston
Municipal Budget
FY 2024
Fire/EMT Advanced 24 Hour Shift**

Yrs. Of Service	Firefighter Hourly	Lieutenant Hourly	Captain Hourly	Asst Chief Hourly
0	17.546	19.696	21.201	24.980
1	17.600	19.750	21.255	25.034
2	17.654	19.804	21.309	25.088
3	17.708	19.858	21.363	25.142
4	17.763	19.913	21.418	25.197
5	17.817	19.967	21.472	25.251
6	17.871	20.021	21.526	25.305
7	17.925	20.075	21.580	25.359
8	17.979	20.129	21.634	25.413
9	18.033	20.183	21.688	25.467
10	18.088	20.238	21.743	25.522
11	18.142	20.292	21.797	25.576
12	18.196	20.346	21.851	25.630
13	18.250	20.400	21.905	25.684
14	18.304	20.454	21.959	25.738
15	18.358	20.508	22.013	25.792
16	18.413	20.563	22.068	25.847
17	18.467	20.617	22.122	25.901
18	18.521	20.671	22.176	25.955
19	18.575	20.725	22.230	26.009
20	18.629	20.779	22.284	26.063
21	18.683	20.833	22.338	26.117
22	18.738	20.888	22.393	26.172
23	18.792	20.942	22.447	26.226
24	18.846	20.996	22.501	26.280
25	18.900	21.050	22.555	26.334
26	18.954	21.104	22.609	26.388
27	19.008	21.158	22.663	26.442
28	19.062	21.212	22.717	26.496
29	19.117	21.267	22.772	26.551
30	19.171	21.321	22.826	26.605

Each certified EMT-Advanced receives \$1,200 annually in addition to the rank & service rate. This table reflects that pay.
EMT Advanced receives an additional \$2.00 per hour when riding ambulance.

City of Charleston
Municipal Budget
FY 2024
Fire/Paramedic 24 Hour Shift

Yrs. Of Service	Firefighter Hourly	Lieutenant Hourly	Captain Hourly	Asst Chief Hourly
0	18.154	20.304	21.809	25.588
1	18.208	20.358	21.863	25.642
2	18.262	20.412	21.917	25.696
3	18.316	20.466	21.971	25.750
4	18.371	20.521	22.026	25.805
5	18.425	20.575	22.080	25.859
6	18.479	20.629	22.134	25.913
7	18.533	20.683	22.188	25.967
8	18.587	20.737	22.242	26.021
9	18.641	20.791	22.296	26.075
10	18.696	20.846	22.351	26.130
11	18.750	20.900	22.405	26.184
12	18.804	20.954	22.459	26.238
13	18.858	21.008	22.513	26.292
14	18.912	21.062	22.567	26.346
15	18.966	21.116	22.621	26.400
16	19.020	21.170	22.675	26.454
17	19.075	21.225	22.730	26.509
18	19.129	21.279	22.784	26.563
19	19.183	21.333	22.838	26.617
20	19.237	21.387	22.892	26.671
21	19.291	21.441	22.946	26.725
22	19.345	21.495	23.000	26.779
23	19.400	21.550	23.055	26.834
24	19.454	21.604	23.109	26.888
25	19.508	21.658	23.163	26.942
26	19.562	21.712	23.217	26.996
27	19.616	21.766	23.271	27.050
28	19.670	21.820	23.325	27.104
29	19.725	21.875	23.380	27.159
30	19.779	21.929	23.434	27.213

Each certified Paramedic receives \$2,750 annually in addition to the rank & service rate. This table reflects that pay.
Paramedic receives an additional \$3.50 per hour when riding ambulance.

City of Charleston
MUNICIPAL BUDGET
July 1, 2023 - June 30, 2024

Section 3

Department Staffing

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Authorized Full Time Positions

409-00 Mayor's Office		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Mayor	E/001	1
Sr. Assistant to Mayor	E/127	1
Assistant to Mayor	E/119	1
Total		3

409-00 Mayor's Office		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Mayor	E/001	1
Sr. Assistant to Mayor	E/127	1
Assistant to Mayor	E/119	1
Total		3

409-02 CARE Office		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
CARE Coordinator	E/115	1
QRT Project Coordinator	E/114	1
Mental Health Coordinator	E/114	1
Outreach Coordinator	E/114	1
QRT Peer Support	E/114	1
Total		5

409-02 CARE Office*		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
CARE Coordinator	E/115	1
Outreach Coordinator	E/114	1
Total		2

*Grant funded positions have been moved to the CARE Fund 097

410-00 City Council		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Council Member	E/002	26
Total		26

410-00 City Council		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Council Member	E/002	26
Total		26

412-00 City Manager		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
City Manager	E/139	1
Director of Finance	E/132	1
Director of Purchasing	E/123	1
Budget Officer - Public Safety	E/121	1
Assistant to the City Manager	E/119	1
Grant Coordinator	N-COMP/112	2
Administrative Assistant I	N-COMP/109	1
Total		8

412-00 City Manager		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
City Manager	E/139	1
Director of Finance	E/132	1
Director of Purchasing	E/123	1
Budget Officer - Public Safety	E/121	1
Assistant to the City Manager	E/119	1
Grant Coordinator	N-COMP/112	2
Administrative Assistant I	N-COMP/109	1
Total		8

413-00 City Treasurer		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
City Treasurer	E/121	1
Assistant Treasurer	N-COMP/116	1
Treasury Technician	N-COMP/113	1
Total		3

413-00 City Treasurer		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
City Treasurer	E/121	1
Assistant Treasurer	N-COMP/116	1
Treasury Technician	N-COMP/113	1
Total		3

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Authorized Full Time Positions

414-00 City Collector		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
City Collector	E/125	1
Taxpayer Services Manager	E/119	1
Compliance Manager	E/119	1
Small Business Liaison	E/119	1
Tax Compliance - Contract	N-COMP/115	1
Senior Audit Technician	N-COMP/116	1
Audit Technician	N-COMP/115	4
Administrative Assistant II	N-COMP/114	4
Chief Cashier	N-COMP/110	1
Accounting Clerk	N-OT/106	1
Total		16

414-00 City Collector		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
City Collector	E/125	1
Taxpayer Services Manager	E/119	1
Compliance Manager	E/119	1
Small Business Liaison	E/119	1
Tax Compliance - Contract	N-COMP/115	1
Senior Audit Technician	N-COMP/116	1
Audit Technician	N-COMP/115	4
Administrative Assistant II	N-COMP/114	4
Chief Cashier	N-COMP/110	1
Accounting Clerk	N-OT/106	1
Total		16

415-00 City Clerk		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
City Clerk	N-COMP/005	1
Council Clerk	N-COMP/114	1
Administrative Assistant II	N-COMP/114	1
Total		3

415-00 City Clerk		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
City Clerk	N-COMP/005	1
Council Clerk	N-COMP/114	1
Administrative Assistant II	N-COMP/114	1
Total		3

416-00 Municipal Court		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Municipal Judge	E/004	1
Chief Deputy Clerk	E/117	1
Municipal Court Clerk	N-COMP/005	1
Deputy Clerk	N-OT/109	3
Assistant Deputy Clerk	N-OT/108	2
Total		8

416-00 Municipal Court		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Municipal Judge	E/004	1
Chief Deputy Clerk	E/117	1
Municipal Court Clerk	N-COMP/005	1
Deputy Clerk	N-OT/109	3
Assistant Deputy Clerk	N-OT/108	2
Total		8

417-00 Legal		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
City Attorney	E/135	1
Assistant. City Attorney	E/125	2
Senior Staff Associate	E/119	1
Legal Assistant	N-COMP/112	1
Total		5

417-00 Legal		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
City Attorney	E/135	1
Assistant. City Attorney	E/125	2
Senior Staff Associate	E/119	1
Legal Assistant	N-COMP/112	1
Total		5

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Authorized Full Time Positions

418-00 Accounting			FY 2023 Current Approved		
Title	FLSA/Paygrade	FTE			
City Auditor	E/128	1			
Assistant City Auditor	E/124	1			
Accountant - Senior	N-COMP/116	1			
Accountant	N-COMP/115	1			
Accounting Technician	N-COMP/113	1			
Total		5			

418-00 Accounting			FY 2024 Recommended		
Title	FLSA/Paygrade	FTE			
City Auditor	E/128	1			
Assistant City Auditor	E/124	1			
Accountant - Senior	N-COMP/116	1			
Accountant	N-COMP/115	1			
Accounting Technician	N-COMP/113	1			
Total		5			

420-00 Engineering			FY 2023 Current Approved		
Title	FLSA/Paygrade	FTE			
City Engineer	E/127	1			
Assistant City Engineer	E/125	1			
Landfill Engineer	E/123	1			
Field Engineer	E/123	1			
Design Technician	N-COMP/114	1			
Surveyor	N-COMP/117	1			
Engineering Inspection Tech.	N-COMP/114	1			
Total		7			

420-00 Engineering			FY 2024 Recommended		
Title	FLSA/Paygrade	FTE			
City Engineer	E/127	1			
Assistant City Engineer	E/125	1			
Field Engineer	E/123	2			
Design Technician	N-COMP/114	1			
Surveyor	N-COMP/117	1			
Engineering Inspection Tech.	N-COMP/114	1			
Total		7			

420-01 Engineering - Stormwater			FY 2023 Current Approved		
Title	FLSA/Paygrade	FTE			
MS4 General Permit Manager	E/124	1			
MS4 Permit Compliance Spec.	N-COMP/116	1			
Total		2			

420-01 Engineering - Stormwater			FY 2024 Recommended		
Title	FLSA/Paygrade	FTE			
MS4 General Permit Manager	E/124	1			
MS4 Permit Compliance Spec.	N-COMP/116	1			
Total		2			

421-00 MOECD			FY 2023 Current Approved		
Title	FLSA/Paygrade	FTE			
Dir. of Community & Eco. Dev.	E/129	1			
Program Manager	N-COMP/119	1			
Housing Program Supervisor	N-COMP/119	1			
Grants Specialist	N-COMP/114	1			
Housing Program Coord.	N-COMP/116	1			
Housing Applications Coord.	N-COMP/112	1			
Administrative Assistant I	N-COMP/109	1			
Total		7			

421-00 MOECD			FY 2024 Recommended		
Title	FLSA/Paygrade	FTE			
Dir. of Community & Eco. Dev.	E/129	1			
Program Manager	N-COMP/119	1			
Housing Program Supervisor	N-COMP/119	1			
Grants Specialist	N-COMP/114	1			
Housing Program Coord.	N-COMP/116	1			
Housing Applications Coord.	N-COMP/112	1			
Administrative Assistant I	N-COMP/109	1			
Total		7			

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Authorized Full Time Positions

422-00 Human Resources		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Director of Human Resources	E/129	1
Assistant Director HR	E/121	1
Payroll Administrator	N-COMP/119	1
Safety Coordinator	N-COMP/116	1
Benefits Coordinator	N-COMP/116	1
HR Coordinator	N-COMP/115	1
Administrator Assistant I	N-COMP/109	1
Total		7

422-00 Human Resources		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Director of Human Resources	E/129	1
Assistant Director HR	E/121	1
Payroll Administrator	N-COMP/119	1
Safety Coordinator	N-COMP/116	1
Benefits Coordinator	N-COMP/116	1
HR Coordinator	N-COMP/115	1
Administrator Assistant I	N-COMP/109	1
Total		7

431-00 Mail Room		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Office Support Specialist	N-OT/107	1
Total		1

431-00 Mail Room		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Office Support Specialist	N-OT/107	1
Total		1

436-00 Building Commission		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Building Commissioner	E/126	1
Deputy Building Code Official	N-COMP/119	1
Building Inspector	N-COMP/115	2
Property and Mtce. Inspector	N-COMP/114	7
Permit Coordinator	N-COMP/114	1
Permit Technician	N-COMP/109	1
Total		13

436-00 Building Commission		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Building Commissioner	E/126	1
Deputy Building Code Official	N-COMP/119	1
Building Inspector	N-COMP/115	2
Property and Mtce. Inspector	N-COMP/114	7
Permit Coordinator	N-COMP/114	1
Permit Technician	N-COMP/109	1
Total		13

437-00 Planning		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Director of Planning	E/129	1
Planner	N-COMP/119	3
Plans Reviewer II	N-COMP/119	1
Zoning Compliance Technician	N-COMP/116	2
Planning Specialist	N-COMP/116	1
Total		8

437-00 Planning		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Director of Planning	E/129	1
Planner	N-COMP/119	3
Plans Reviewer II	N-COMP/119	1
Zoning Compliance Technician	N-COMP/116	2
Planning Specialist	N-COMP/116	1
Total		8

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Authorized Full Time Positions

439-00 Information Systems		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
IT Operations/Projects Mngr.	E/124	1
GIS Manager	E/123	1
Apps. & Reporting Analyst	E/121	1
Network Administrator	E/119	4
Electronic Media Specialist	E/119	1
Info. Services Coordinator	E/113	1
PC Technician	E/113	1
Total		10

439-00 Information Systems		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
IT Operations/Projects Mngr.	E/124	1
Apps. & Reporting Analyst	E/121	1
Network Administrator	E/119	4
Electronic Media Specialist	E/119	1
Info. Services Coordinator	E/113	1
PC Technician	E/113	1
Total		9

440-00 General Services		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Electrician	N-COMP/112	1
HVAC Technician	N-COMP/111	1
Carpenter	N-OT/110	4
Maintenance Foreman	N-OT/108	1
Maintenance Worker	N-OT/107	2
Custodian	N-OT/104	2
Total		11

440-00 General Services		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Electrician	N-OT/112	1
HVAC Technician	N-COMP/111	1
Carpenter	N-OT/110	4
Maintenance Foreman	N-OT/108	1
Maintenance Worker	N-OT/107	2
Custodian	N-OT/104	2
Total		11

442-01 Constituent Services		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Communications Specialist	E/119	1
Senior Special Events Coordinator	N-OT/114	1
Constituent Services Assistant	N-COMP/109	2
Total		4

442-01 Constituent Services		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Communications Specialist	E/119	1
Senior Special Events Coordinator	N-OT/114	1
Constituent Services Assistant	N-COMP/109	2
Total		4

500-00 Morris Square		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Custodian	N-OT/104	2
Total		2

500-00 Morris Square		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Custodian	N-OT/104	2
Total		2

566-00 Public Works		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Director of Public Works	E/132	1
Administrative Assistant I	N-OT/109	2
Total		3

566-00 Public Works		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Director of Public Works	E/132	1
Administrative Assistant I	N-OT/109	2
Total		3

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Authorized Full Time Positions

567-00 Public Grounds		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Deputy Director Public Grounds	E/121	1
Grounds Crew Leader	N-OT/113	1
Tree Trimmer	N-OT/109	2
Heavy Equipment Operator	N-OT/108	2
Small Engine Mechanic	N-OT/108	1
Tree Crew Leader	N-OT/113	1
Custodian	N-OT/104	1
Grounds Maintenance Worker	N-OT/104	17
Total		26

567-00 Public Grounds		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Deputy Director Public Grounds	E/121	1
Grounds Crew Leader	N-OT/113	1
Tree Trimmer	N-OT/109	2
Heavy Equipment Operator	N-OT/108	2
Small Engine Mechanic	N-OT/108	1
Tree Crew Leader	N-OT/113	1
Custodian	N-OT/104	1
Grounds Maintenance Worker	N-OT/104	17
Total		26

567-01 Public Grounds - Carriage Trail		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Trail Specialist	N-OT/106	1
Grounds Maintenance Worker	N-OT/104	1
Total		2

567-01 Public Grounds - Carriage Trail		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Trail Specialist	N-OT/106	1
Grounds Maintenance Worker	N-OT/104	1
Total		2

700-00 Police - Uniformed		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Police Chief	E/132	1
Uniformed Members	var	172
Total		173

700-00 Police - Uniformed		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Police Chief	E/132	1
Uniformed Members	var	172
Total		173

700-01 Police - Civilian		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Assistant to the Chief	E/119	1
Domestic Violence Coordinator	N-COMP/113	1
Animal Control Officer	N-COMP/110	2
Police Supply Technician	N-OT/107	1
Evidence Technician	N-OT/110	1
Office Support Specialist	N-OT/107	16
Administrative Assistant I	N-COMP/109	1
Total		23

700-01 Police - Civilian		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Assistant to the Chief	E/119	1
Domestic Violence Coordinator	N-COMP/113	1
Animal Control Officer	N-COMP/110	2
Police Supply Technician	N-OT/107	1
Evidence Technician	N-OT/110	1
Office Support Specialist	N-OT/107	16
Administrative Assistant I	N-COMP/109	1
Total		23

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Authorized Full Time Positions

706-00 Fire - Uniformed		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Fire Chief	E/132	1
Uniformed Members	var	168
Total		169

706-00 Fire - Uniformed		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Fire Chief	E/132	1
Uniformed Members	var	168
Total		169

706-00 Fire - Civilian		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Assistant to the Chief	E/119	1
Office Support Specialist	N-OT/107	1
Total		2

706-00 Fire - Civilian		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Assistant to the Chief	E/119	1
Logistics Specilaist	N-OT/110	1
Total		2

712-00 Traffic Engineering		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Director - Traffic Operations	E/119	1
Traffic Signal Crew Leader	N-OT/113	1
Traffic Signal Specialist	N-OT/110	3
Traffic Sign Crew Leader	N-OT/113	1
Traffic Sign Specialist	N-OT/108	3
Administrative Assistant I	N-OT/109	1
Total		10

712-00 Traffic Engineering		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Director - Traffic Operations	E/119	1
Traffic Signal Crew Leader	N-OT/113	1
Traffic Signal Specialist	N-OT/110	3
Traffic Sign Crew Leader	N-OT/113	1
Traffic Sign Specialist	N-OT/108	3
Administrative Assistant I	N-OT/109	1
Total		10

716-00 Homeland Security		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Dir. of Emergency Mgmt	E/129	1
Total		1

716-00 Homeland Security		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Dir. of Emergency Mgmt.	E/129	1
Total		1

750-00 Streets		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Director of Street	E/121	1
Operations Manager	E/116	1
Street Crew Leader	N-OT/113	9
Welder	N-OT/111	1
Heavy Equipment Operator	N-OT/108	17
Dispatcher	N-OT/106	4
Truck Driver	N-OT/107	18
Street Maintenance Worker	N-OT/104	21
Total		72

750-00 Streets		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Director of Street	E/121	1
Operations Manager	E/116	1
Street Crew Leader	N-OT/113	9
Welder	N-OT/111	1
Heavy Equipment Operator	N-OT/108	17
Dispatcher	N-OT/106	4
Truck Driver	N-OT/107	18
Street Maintenance Worker	N-OT/104	21
Total		72

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Authorized Full Time Positions

754-00 Equipment Maintenance		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Dep. Dir. of Fleet Services	E/121	1
Vehicle Mtce Crew Leader	N-OT/113	3
Service Writer	N-OT/108	1
Mechanic	N-OT/111	12
Inventory Technician	N-OT/106	1
Total		18

754-00 Equipment Maintenance		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Dep. Dir. of Fleet Services	E/121	1
Vehicle Mtce Crew Leader	N-OT/113	3
Service Writer	N-OT/108	1
Mechanic	N-OT/111	12
Inventory Technician	N-OT/106	1
Parts Room Assistant	N-OT/104	1
Total		19

800-00 Refuse & Recycling		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Deputy Director of Refuse	E/121	1
Supervisor - Sanitation Services	E/116	1
Sanitation Crew Leader	N-OT/113	3
Sanitation Driver	N-OT/107	25
Sanitation Worker	N-OT/105	36
Total		66

800-00 Refuse & Recycling		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Deputy Director of Refuse	E/121	1
Supervisor - Sanitation Services	E/116	1
Sanitation Crew Leader	N-OT/113	3
Sanitation Driver	N-OT/107	25
Sanitation Worker	N-OT/105	36
Total		66

900-00 Parks & Recreation		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Dir. of Parks and Recreation	E/129	1
Manager Leisure Services	E/119	1
Maintenance Manager	E/119	1
Recreation Facilities Manager	E/119	1
Program Coordinator	N-COMP/113	6
Neighborhood Center Mngr.	N-COMP/112	1
Assistant Program Coordinator	N-OT/107	3
Office Support Specialist	N-OT/107	1
Parks and Rec Crew Leader	N-OT/113	2
Maintenance Worker	N-OT/107	6
Parks Maintenance Worker	N-OT/104	3
Custodian	N-OT/104	5
Total		31

900-00 Parks & Recreation		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Dir. of Parks and Recreation	E/129	1
Manager Leisure Services	E/119	1
Maintenance Manager	E/119	1
Recreation Facilities Manager	E/119	1
Program Coordinator	N-COMP/113	6
Neighborhood Center Mngr.	N-COMP/112	1
Assistant Program Coordinator	N-OT/107	3
Office Support Specialist	N-OT/107	1
Parks and Rec Crew Leader	N-OT/113	2
Maintenance Worker	N-OT/107	6
Parks Maintenance Worker	N-OT/104	4
Custodian	N-OT/104	5
Total		32

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Authorized Full Time Positions

906-01 Office of Public Art		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Director of Public Art	E/119	1
Total		1

906-01 Office of Public Art		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Director of Public Art	E/119	1
Total		1

952-00 Spring Hill Cemetery		FY 2023 Current Approved
Title	FLSA/Paygrade	FTE
Superintendent	E/116	1
Business Manager	E/114	1
Cemetery Crew Leader	N-OT/113	1
Grounds Maintenance Worker	N-OT/104	4
Office Support Specialist	N-OT/107	1
Total		8

952-00 Spring Hill Cemetery		FY 2024 Recommended
Title	FLSA/Paygrade	FTE
Superintendent	E/119	1
Business Manager	E/114	1
Cemetery Crew Leader	N-OT/113	1
Grounds Maintenance Worker	N-OT/104	4
Office Support Specialist	N-OT/107	1
Arborist	N-OT/113	1
Total		9

TOTAL POSITIONS	759
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TOTAL POSITIONS	758
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**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

409-00 Mayor's Office		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	125,000	
Regular Wages & Salaries	188,910	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	313,910	

409-00 Mayor's Office		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	125,000	
Regular Wages & Salaries	193,192	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	318,192	

409-02 CARE Office		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	270,158	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	270,158	

409-02 CARE Office		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	122,202	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	122,202	

410-00 City Council		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	169,000	
Regular Wages & Salaries	-	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	169,000	

410-00 City Council		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	169,000	
Regular Wages & Salaries	-	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	169,000	

412-00 City Manager		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	594,659	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	594,659	

412-00 City Manager		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	592,914	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	592,914	

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

413-00 City Treasurer		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	18,000	
Regular Wages & Salaries	115,237	
Irregular Part Time (IPT)	9,000	
Overtime	-	
Tool Allowance	-	
Total	142,237	

413-00 City Treasurer		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	18,000	
Regular Wages & Salaries	120,384	
Irregular Part Time (IPT)	12,000	
Overtime	-	
Tool Allowance	-	
Total	150,384	

414-00 City Collector		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	799,804	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	799,804	

414-00 City Collector		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	808,987	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	808,987	

415-00 City Clerk		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	137,315	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	137,315	

415-00 City Clerk		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	135,774	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	135,774	

416-00 Municipal Court		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	40,000	
Regular Wages & Salaries	269,701	
Irregular Part Time (IPT)	18,000	
Overtime	25,166	
Tool Allowance	-	
Total	352,867	

416-00 Municipal Court		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	40,000	
Regular Wages & Salaries	285,875	
Irregular Part Time (IPT)	18,000	
Overtime	26,675	
Tool Allowance	-	
Total	370,550	

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

417-00 Legal		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	413,629	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	413,629	

417-00 Legal		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	397,259	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	397,259	

418-00 Accounting		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	304,217	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	304,217	

418-00 Accounting		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	293,815	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	293,815	

420-00 Engineering		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	528,202	
Irregular Part Time (IPT)	10,000	
Overtime	-	
Tool Allowance	-	
Total	538,202	

420-00 Engineering		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	508,092	
Irregular Part Time (IPT)	10,000	
Overtime	-	
Tool Allowance	-	
Total	518,092	

420-01 Engineering - Stormwater		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	146,366	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	146,366	

420-01 Engineering - Stormwater		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	142,368	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	142,368	

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

421-00 MOECD		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	415,993	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	415,993	

421-00 MOECD		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	402,284	
Irregular Part Time (IPT)	120,000	
Overtime	-	
Tool Allowance	-	
Total	522,284	

422-00 Human Resources		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	417,881	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	417,881	

422-00 Human Resources		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	393,688	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	393,688	

431-00 Mail Room		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	27,982	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	27,982	

431-00 Mail Room		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	32,906	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	32,906	

436-00 Building Commission		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	729,106	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	729,106	

436-00 Building Commission		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	710,734	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	710,734	

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

437-00 Planning		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	499,722	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	499,722	

437-00 Planning		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	485,445	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	485,445	

439-00 Information Systems		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	631,331	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	631,331	

439-00 Information Systems		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	540,690	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	540,690	

440-00 General Services		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	416,451	
Irregular Part Time (IPT)	45,000	
Overtime	70,106	
Tool Allowance	-	
Total	531,557	

440-00 General Services		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	450,786	
Irregular Part Time (IPT)	10,000	
Overtime	75,886	
Tool Allowance	-	
Total	536,672	

442-01 Constituent Services		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	169,804	
Irregular Part Time (IPT)	23,400	
Overtime	-	
Tool Allowance	-	
Total	193,204	

442-01 Constituent Services		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	220,692	
Irregular Part Time (IPT)	23,400	
Overtime	-	
Tool Allowance	-	
Total	244,092	

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

500-00 Morris Square		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	62,784	
Irregular Part Time (IPT)	-	
Overtime	10,080	
Tool Allowance	-	
Total	72,864	

500-00 Morris Square		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	68,276	
Irregular Part Time (IPT)	-	
Overtime	2,000	
Tool Allowance	-	
Total	70,276	

566-00 Public Works		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	190,751	
Irregular Part Time (IPT)	-	
Overtime	3,210	
Tool Allowance	-	
Total	193,961	

566-00 Public Works		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	194,495	
Irregular Part Time (IPT)	-	
Overtime	5,000	
Tool Allowance	-	
Total	199,495	

567-00 Public Grounds		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	897,437	
Irregular Part Time (IPT)	-	
Overtime	26,964	
Tool Allowance	-	
Total	924,401	

567-00 Public Grounds		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	918,278	
Irregular Part Time (IPT)	-	
Overtime	27,590	
Tool Allowance	-	
Total	945,868	

567-01 Public Grounds - Carriage Trail		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	70,040	
Irregular Part Time (IPT)	-	
Overtime	4,494	
Tool Allowance	-	
Total	74,534	

567-01 Public Grounds - Carriage Trail		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	74,616	
Irregular Part Time (IPT)	-	
Overtime	4,788	
Tool Allowance	-	
Total	79,404	

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

700-00 Police - Uniformed		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	9,385,488	
Irregular Part Time (IPT)	-	
Overtime	2,617,030	
Tool Allowance	-	
Total	12,002,518	

700-00 Police - Uniformed		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	9,627,349	
Irregular Part Time (IPT)	-	
Overtime	2,647,584	
Tool Allowance	-	
Total	12,274,933	

700-01 Police - Civilian		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	893,040	
Irregular Part Time (IPT)	50,000	
Overtime	100,666	
Tool Allowance	-	
Total	1,043,706	

700-01 Police - Civilian		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	898,835	
Irregular Part Time (IPT)	50,000	
Overtime	101,319	
Tool Allowance	-	
Total	1,050,154	

706-00 Fire - Uniformed		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	9,596,763	
Irregular Part Time (IPT)	-	
Overtime	1,484,036	
Tool Allowance	-	
Total	11,080,799	

706-00 Fire - Uniformed		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	9,646,900	
Irregular Part Time (IPT)	-	
Overtime	1,757,746	
Tool Allowance	-	
Total	11,404,646	

706-00 Fire - Civilian		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	103,431	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	103,431	

706-00 Fire - Civilian		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	95,625	
Irregular Part Time (IPT)	-	
Overtime	3,000	
Tool Allowance	-	
Total	98,625	

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

712-00 Traffic Engineering		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	433,794	
Irregular Part Time (IPT)	5,000	
Overtime	12,583	
Tool Allowance	-	
Total	451,377	

712-00 Traffic Engineering		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	451,073	
Irregular Part Time (IPT)	5,000	
Overtime	13,084	
Tool Allowance	-	
Total	469,157	

716-00 Homeland Security		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	83,699	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	83,699	

716-00 Homeland Security		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	83,699	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	83,699	

750-00 Streets		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	2,440,131	
Irregular Part Time (IPT)	-	
Overtime	269,640	
Tool Allowance	-	
Total	2,709,771	

750-00 Streets		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	2,572,831	
Irregular Part Time (IPT)	-	
Overtime	284,304	
Tool Allowance	-	
Total	2,857,135	

754-00 Equipment Maintenance		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	724,132	
Irregular Part Time (IPT)	-	
Overtime	58,422	
Tool Allowance	8,400	
Total	790,954	

754-00 Equipment Maintenance		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	772,029	
Irregular Part Time (IPT)	-	
Overtime	62,286	
Tool Allowance	8,400	
Total	842,715	

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

800-00 Refuse & Recycling		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	2,097,401	
Irregular Part Time (IPT)	-	
Overtime	251,664	
Tool Allowance	-	
Total	2,349,065	

800-00 Refuse & Recycling		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	2,249,283	
Irregular Part Time (IPT)	-	
Overtime	269,888	
Tool Allowance	-	
Total	2,519,171	

900-00 Parks & Recreation		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	1,226,075	
Irregular Part Time (IPT)	280,000	
Overtime	57,523	
Tool Allowance	-	
Total	1,563,598	

900-00 Parks & Recreation		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	1,284,383	
Irregular Part Time (IPT)	322,000	
Overtime	60,259	
Tool Allowance	-	
Total	1,666,642	

906-01 Office of Public Art		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	57,309	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	57,309	

906-01 Office of Public Art		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	57,309	
Irregular Part Time (IPT)	-	
Overtime	-	
Tool Allowance	-	
Total	57,309	

952-00 Spring Hill Cemetery		FY 2023 Current Approved
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	325,902	
Irregular Part Time (IPT)	46,800	
Overtime	10,080	
Tool Allowance	-	
Total	382,782	

952-00 Spring Hill Cemetery		FY 2024 Recommended
Pay Type	Amount	
Elected Wages & Salaries	-	
Regular Wages & Salaries	373,649	
Irregular Part Time (IPT)	-	
Overtime	11,557	
Tool Allowance	-	
Total	385,206	

**City of Charleston
Municipal Budget
FY 2024
General Fund**

Salaries & Wages

Total General Fund		FY 2023 Current Approved
Pay Type		Amount
Elected Wages & Salaries		352,000
Regular Wages & Salaries		35,664,645
Irregular Part Time (IPT)		487,200
Overtime		5,001,664
Tool Allowance		8,400
	Total	41,513,909

Total General Fund		FY 2024 Recommended
Pay Type		Amount
Elected Wages & Salaries		352,000
Regular Wages & Salaries		36,206,717
Irregular Part Time (IPT)		570,400
Overtime		5,352,966
Tool Allowance		8,400
	Total	42,490,483

City of Charleston
MUNICIPAL BUDGET
July 1, 2023 - June 30, 2024

Section 4

Capital Expenditure Schedules

City of Charleston
Municipal Budget
FY 2024
Capital Outlay - Equipment Schedule
General Government

Dept.	Equipment	Unit #	FY 2024			FY 2025	FY 2026
			Requested	Direct Purchase	Lease Phase Out	Estimated	Estimated
General Services							
	Pickup, Ext Cab	606	-	-	-	44,000	
	Total General Services		-	-	-	44,000	-
Engineering							
	Utility Vehicle	502	42,000	-	42,000	-	-
	Utility Vehicle	506	-	-	-	44,000	
	Total Engineering		42,000	-	42,000	44,000	-
MOECD							
	Utility Vehicle	576	42,000	-	42,000	-	-
	Total MOECD		42,000	-	42,000	-	-
Building Commission							
	Utility Vehicle	543	42,000	-	42,000	-	-
	Admin. Vehicle	547	-	-	-	35,000	-
	Admin. Vehicle	548	-	-	-	35,000	-
	Admin. Vehicle	549	-	-	-	35,000	-
	Admin. Vehicle	542	-	-	-	-	36,000
	Total Building Commission		42,000	-	42,000	105,000	36,000
Planning							
	Admin. Vehicle	500	-	-	-	35,000	-
	Total Planning		-	-	-	35,000	-
Information Services							
	PCs, Servers, Misc. Equip		248,500	248,500	-	195,500	230,500
	Total Information Services		248,500	248,500	-	195,500	230,500
Public Grounds							
	RTV	383	17,000	-	17,000	-	-
	Mower, Remote	M6	25,000	-	25,000	-	-
	Mower, Remote	M7	25,000	-	25,000	-	-
	Mower, Remote	M8	25,000	-	25,000	-	-
	Landscape Truck	377	100,000	-	100,000	-	-
	Pickup, Crew Cab	360	-	-	-	42,000	-
	Pickup, Crew Cab	365	-	-	-	42,000	-
	Trailer	T-10	-	-	-	500	-
	Chipper	CH8	-	-	-	45,000	-
	Pickup, Reg. Cab	358	-	-	-	-	45,000
	Pickup, Reg. Cab	361	-	-	-	-	45,000
	Pickup Heavy Duty	364	-	-	-	-	100,000
	Bucket Truck	369	-	-	-	-	250,000
	Utility Vehicle	8	-	-	-	-	42,000
	Total Public Grounds		192,000	-	192,000	129,500	482,000
Public Grounds - Carriage Trail							
	Pickup, Reg. Cab	370	-	-	-	-	50,000
	Total Information Services		-	-	-	-	50,000
Total General Government			566,500	248,500	318,000	553,000	798,500

City of Charleston
Municipal Budget
FY 2024
Capital Outlay - Equipment Schedule

Public Safety

			FY 2024			FY 2025	FY 2026
			Direct Purchase				
Dept.	Equipment	Unit #	Requested	Direct Purchase	Lease Phase Out	Estimated	Estimated
Police Department							
	Interceptor SUV - line (12)		564,000	-	564,000	590,000	620,000
	Interceptor SUV - Supv. (3)		141,000	-	141,000	-	-
	Lighting Package		102,000	102,000	-	90,000	95,000
	Other Vehicle Equipment		99,000	99,000	-	83,000	87,000
	Handheld IRP Radios		30,000	30,000	-	32,000	34,000
	Mobile Analog Radios		5,200	5,200	-	4,500	4,700
	IRP Mobile Radios		18,000	18,000	-	15,700	16,400
	Crime Scene Vehicle		47,000	-	47,000	-	-
	CSU Equipment		5,500	5,500	-	-	-
	Administrative SUV (5)		-	-	-	200,000	210,000
	Admin Vehicle Equipment		-	-	-	10,000	10,500
	Mobile Data Terminals		-	-	-	35,000	-
Total Police Department			1,011,700	259,700	752,000	1,060,200	1,077,600
Fire Department							
	Ambulance		510,000	-	510,000	561,000	306,000
	Ambulance Equipment		5,250	5,250	-	5,500	2,750
	Administrative SUV (2)		90,000	-	90,000	47,500	100,000
	Admin Vehicle Equipment		15,000	15,000	-	8,000	20,000
	Fire Hose & Nozzles		30,000	30,000	-	32,000	34,000
	Mobile Data Terminals		25,000	25,000	-	27,500	30,000
	Thermal Image Camera		12,000	12,000	-	-	14,000
	Radios		25,000	25,000	-	26,000	28,000
	Air Packs (5)		40,000	40,000	-	42,000	44,000
	Spare Air Cylinders (10)		10,000	10,000	-	10,500	11,000
	Heart Monitor		76,000	76,000	-	80,000	-
	Power Cot (2)		56,000	56,000	-	59,000	31,000
	Stair Chair (5)		-	-	-	-	23,000
	Lucas Device		18,000	18,000	-	19,000	20,000
	Dive Equipment		25,000	25,000	-	-	-
	Extrication Tools		20,000	20,000	-	-	-
	Rescue Manikins		3,750	3,750	-	-	-
	Pumper Truck	451	955,000	-	955,000	-	-
	Rescue Boat	413	28,000	28,000	-	-	-
	Pumper Truck	452	-	-	-	1,050,500	-
	Ladder/Pumper Truck	456	-	-	-	-	1,848,000
	Interceptor SUV (2)		-	-	-	90,000	-
	Interceptor Equipment		-	-	-	20,000	-
	Bunker Gear Washer (2)		-	-	-	17,000	18,000
Total Fire Department			1,944,000	389,000	1,555,000	2,095,500	2,529,750
Traffic Engineering							
	Traffic Signal Equipment		11,000	11,000	-	11,500	12,000
	Utility Vehicle	292	44,000	-	44,000	-	-
	Pickup, Reg Cab	72	65,000	-	65,000	-	-
	Van, Cargo	292	42,000	-	42,000	-	-
	Pickup, Reg Cab	NEW	65,000	-	65,000	-	-
	Pickup, Reg Cab	73	-	-	-	-	65,000
Total Traffic Engineering			227,000	11,000	216,000	11,500	77,000
Total Public Safety			3,182,700	659,700	2,523,000	3,167,200	3,684,350

City of Charleston
Municipal Budget
FY 2024
Capital Outlay - Equipment Schedule

Streets & Transportation

Dept.	Equipment	Unit #	FY 2024			FY 2025	FY 2026
			Requested	Direct Purchase	Lease Phase Out	Estimated	Estimated
Street Department						-	
	Grader	88	425,000	-	425,000	-	-
	Dump Truck	45	182,000	-	182,000	-	-
	Dump Truck	47	182,000	-	182,000	-	-
	Paver	69	100,000	-	100,000	-	-
	Excavator	84	80,000	-	80,000	-	-
	Chipper	CH2	60,000	-	60,000	-	-
	Chipper	CH4	60,000	-	60,000	-	-
	Truck, Pickup	6	45,000	-	45,000	-	-
	Truck, Pickup	34	45,000	-	45,000	-	-
	Snowblade	SP63	8,500	8,500	-	-	-
	Snowblade	SP49	7,000	7,000	-	-	-
	Snowblade	SP19x	7,000	7,000	-	-	-
	Snowblade	SP19	7,000	7,000	-	-	-
	Arrow Board	A2	5,500	5,500	-	-	-
	Sweeper	83	-	-	-	300,000	-
	Sweeper	86	-	-	-	300,000	-
	Dump Truck	44	-	-	-	190,000	-
	Truck, Pickup	11	-	-	-	48,000	-
	Arrow Board	A9	-	-	-	6,000	-
	Pumper Truck	15	-	-	-	-	425,000
	Dump Truck	42	-	-	-	-	195,000
	Dump Truck	46	-	-	-	-	195,000
	Dump Truck	51	-	-	-	-	195,000
	Dump Truck	52	-	-	-	-	195,000
	Dump Truck	53	-	-	-	-	195,000
	Dump Truck	54	-	-	-	-	195,000
	Water Truck	25	-	-	-	-	170,000
	Backhoe	76	-	-	-	-	145,000
	Dump Truck	7	-	-	-	-	135,000
	Construction Truck	13	-	-	-	-	95,000
	Construction Truck	16	-	-	-	-	95,000
	Truck, Pickup	5	-	-	-	-	50,000
	Arrow Board	A1	-	-	-	-	6,250
	Arrow Board	A3	-	-	-	-	6,250
Total Street Department			1,214,000	35,000	1,179,000	844,000	2,297,500
Equipment Maintenance						-	-
Total Equipment Maintenance			-	-	-	-	-
Total Streets & Transportation			1,214,000	35,000	1,179,000	844,000	2,297,500

**City of Charleston
Municipal Budget
FY 2024**

Health & Sanitation

			FY 2024			FY 2025	FY 2026
			Direct Purchase				
Dept.	Equipment	Unit #	Requested	Direct Purchase	Lease Phase Out	Estimated	Estimated
Refuse Department							
	Truck, Packer	105	230,000	-	230,000	-	-
	Truck, Packer	106	-	-	-	240,000	-
	Truck, Packer	107	-	-	-	240,000	-
	Pickup, Crew Cab	138	-	-	-	50,000	-
	Pickup, Crew Cab	552	-	-	-	50,000	-
	Truck, Packer	101	-	-	-	-	250,000
	Truck, Packer	103	-	-	-	-	250,000
	Truck, Packer	104	-	-	-	-	250,000
	Truck, Packer	155	-	-	-	-	250,000
	Truck, Packer	159	-	-	-	-	250,000
Total Refuse Department			230,000	-	230,000	580,000	1,250,000

City of Charleston
Municipal Budget
FY 2024
Capital Outlay - Equipment Schedule
Culture & Recreation

			FY 2024			FY 2025	FY 2026
			Direct Purchase				
Dept.	Equipment	Unit #	Requested	Direct Purchase	Lease Phase Out	Estimated	Estimated
Parks & Recreation Department							
	Cardio Equipment		50,000	50,000	-	50,000	-
	Pickup	301	-	-	-	48,000	-
	Utility Vehicle	302	-	-	-	32,000	-
	Pickup	337	-	-	-	48,000	
	Pickup	306	-	-	-	-	45,000
	Pickup	308	-	-	-	-	65,000
	Pickup	311	-	-	-	-	45,000
	Passenger Van	321	-	-	-	-	45,000
	Pickup	343	-	-	-	-	60,000
Total Parks & Recreation			50,000	50,000	-	178,000	260,000

**City of Charleston
Municipal Budget
FY 2024**

Social Services

[illegible]

**City of Charleston
MUNICIPAL BUDGET
July 1, 2023 - June 30, 2024**

Section 5

General Fund Department Budgets

**City of Charleston
Municipal Budget
FY 2024
Section 5 Index**

OPERATING DEPARTMENTS

OTHER BUDGET ENTITIES

Name	Budget Code	Page No.	Description	Budget Code	Page No.
Accounting	418-00	68	Contingency	699-00	118
Building Commission	436-00	86	Contributions - Capitol Market	432-00	84
CARE Office	409-02	52	Contributions - Charleston Area Alliance	911-00	151
City Clerk	415-00	62	Contributions - Civic Center Support	910-01	150
City Collector	414-00	60	Contributions - CVB, Hotel/Motel Tax	901-00	145
City Council	410-00	54	Contributions - Festivals	903-00	146
City Manager - Administrative	412-00	56	Contributions - Fund for the Arts	906-00	147
City Treasurer	413-00	58	Contributions - Intergovernment Council	435-00	85
Constituent Services	442-01	96	Contributions - Kanawha/Chas. Health	803-00	142
Elections	438-00	90	Contributions - Library	916-00	152
Engineering	420-00	70	Contributions - Main Street Programs	424-00	79
Equipment Maintenance	754-00	138	Contributions - Public Safety Council	700-03	123
Fire - Civilian	706-01	128	Contributions - WV Symphony	906-00	147
Fire - Uniformed	706-00	125	Compensation Initiative	429-00	81
General Services	440-00	93	Debt Service	427-00	80
Homeland Security/Emerg. Svcs.	716-00	133	Health Care - Retirees, Fire	706-93	130
Human Resources	422-00	76	Health Care - Retirees, Police	700-93	124
Human Resources - Wellness	422-01	78	Health Care - Retirees, Regular	440-93	95
Information Systems	439-00	91	Transfers - Ball Park Maintenance Fund	444-06	101
Legal	417-00	66	Transfers - Beautification Commission Fund	444-15	105
Mail Room	431-00	82	Transfers - Business Economic Impact Fund	444-14	104
Mayor's Office	409-00	50	Transfers - City Service Fee Projects Fund	444-04	100
MOECD	421-00	74	Transfers - Facilities Maintenance Fund	444-07	102
Morris Square Property	500-00	109	Transfers - General Maintenance Fund	444-00	98
Municipal Court	416-00	64	Transfers - Green Initiatives Fund	444-16	106
Parks & Recreation	900-00	143	Transfers - Health Insurance Reserve Fund	444-02	99
Planning	437-00	88	Transfers - Public Safety Center Fund	444-18	108
Police - Civilian	700-01	121	Transfers - Sidewalk Improvement Program Fund	444-17	107
Police - Uniformed	700-00	119	Transfers - Tourism & Promotions	444-12	103
Public Arts	906-01	148			
Public Grounds	567-00	114			
Public Grounds - Carriage Trail	567-01	116			
Public Works	566-00	112			
Refuse & Recycling	800-00	140			
Spring Hill Cemetery	952-00	154			
Stadium	919-00	153			
Storm Water Management	420-01	72			
Street	750-00	135			
Traffic Engineering	712-00	131			
Wellness Center	501-00	111			

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 409 Mayor's Office
Unit 00 Administrative

Full Time Employees	3
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-101 Elected Officials Salaries	125,336	125,000		125,000	58,365	125,000
000-1-103 Salaries & Wages	170,593	188,910		188,910	75,623	193,192
000-1-104 FICA	22,031	24,014		24,014	9,989	24,342
000-1-105 Medical & Life Insurance	21,777	23,406		23,406	11,995	26,868
000-1-106 PERS	29,500	28,252		28,252	12,059	28,637
000-1-111 Dental & Optical Insurance	1,286	1,569		1,569	671	1,458
000-1-112 Employee Insurance Cont.	(3,975)	(3,402)		(3,402)	(1,781)	(3,375)
Total Personal Services	366,548	387,749	-	387,749	166,921	396,122
Contractual Services						
000-2-211 Telephone	3,131	4,000		4,000	1,605	4,000
000-2-214 Travel	1,755	5,000		5,000	435	5,000
000-2-219 Building & Equipment Rent	2,078	1,500		1,500	784	1,500
000-2-221 Training	650	3,000		3,000	-	3,000
000-2-222 Dues & Subscriptions	4,351	5,000		5,000	4,089	5,000
000-2-226 Insurance - WC & UC	1,994	3,099		3,099	1,127	2,811
000-2-230 Contracted Services	101,884	100,000		100,000	51,330	5,000
Total Contractual Services	115,843	121,599	-	121,599	59,370	26,311
Commodities						
000-3-341 Materials & Supplies	19,158	20,000		20,000	3,830	20,000
Total Commodities	19,158	20,000	-	20,000	3,830	20,000
Contributions & Other						
000-5-568 Other Contributions	250,691	325,000		325,000	4,164	325,000
Total Contributions & Other	250,691	325,000	-	325,000	4,164	325,000
Total Mayor's Office	752,240	854,348	-	854,348	234,285	767,433

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 409 Mayor's Office
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Mayor	E/001	1
Sr. Assistant to Mayor	E/127	1
Assistant to Mayor	E/119	1
Total		3

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Mayor	E/001	1
Sr. Assistant to Mayor	E/127	1
Assistant to Mayor	E/119	1
Total		3

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	125,000
Regular Wages & Salaries	188,910
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	313,910

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	125,000
Regular Wages & Salaries	193,192
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	318,192

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 409 Mayor's Office
Unit 02 CARE Office

Full Time Employees	2
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended*
Personal Services						
00*-1-103 Salaries & Wages	193,356	270,158		270,158	129,461	122,202
00*-1-104 FICA	14,537	20,667		20,667	9,688	9,348
00*-1-105 Medical & Life Insurance	36,296	39,010		39,010	19,992	17,912
00*-1-106 PERS	19,042	24,314		24,314	11,651	10,998
00*-1-111 Dental & Optical Insurance	2,118	2,615		2,615	1,118	972
00*-1-112 Employee Insurance Cont.	(3,676)	(5,670)		(5,670)	(2,848)	(2,250)
Total Personal Services	261,673	351,094	-	351,094	169,062	159,182
Contractual Services						
00*-2-211 Telephone	2,039	2,200		2,200	1,415	880
00*-2-212 Printing	-	11,900		11,900	-	-
00*-2-214 Travel	-	24,306		24,306	8,736	10,000
00*-2-219 Building & Equipment Rent	51,449	51,863		51,863	26,106	10,000
00*-2-221 Training	450	7,000		7,000	-	3,000
00*-2-226 Insurance - WC & UC	3,324	5,165		5,165	1,879	1,874
00*-2-230 Contracted Services	7,083	46,000		46,000	2,806	100,000
Total Contractual Services	64,345	148,434	-	148,434	40,942	125,754
Commodities						
00*-3-341 Materials & Supplies	7,554	47,275		47,275	(18,345)	5,000
00*-3-345 Uniforms	2,103	3,075		3,075	-	600
Total Commodities	9,657	50,350	-	50,350	(18,345)	5,600
Total CARE Office	335,675	549,878	-	549,878	191,659	290,536

* FY 2024 Grant Funded Operations of the CARE Office have been moved to special revenue fund 097

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 409 Mayor's Office
Unit 02 CARE Office

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
CARE Coordinator	E/115	1
QRT Project Coordinator	E/114	1
Mental Health Coordinator	E/114	1
Outreach Coordinator	E/114	1
QRT Peer Support	E/114	1
Total		5

FY 2024 Recommended*		
Title	FLSA/Paygrade	FTE
CARE Coordinator	E/115	1
Outreach Coordinator	E/114	1
Total		2

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	270,158
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	270,158

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	122,202
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	122,202

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

*FY 2024 Grant Funded Operations of the CARE Office have been moved to special revenue fund 097

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2023.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 410 City Council
Unit 00 Administrative

Full Time Employees	26
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-101 Elected Officials Salaries	146,390	169,000		169,000	64,055	169,000
000-1-104 FICA	11,006	12,929		12,929	4,842	12,929
000-1-105 Medical & Life Insurance	188,731	202,852		202,852	103,960	232,856
000-1-106 PERS	20,799	15,210		15,210	4,692	15,210
000-1-111 Dental & Optical Insurance	11,140	13,598		13,598	5,813	12,636
000-1-112 Employee Insurance Cont.	(49,775)	(29,484)		(29,484)	(23,576)	(29,250)
Total Personal Services	328,291	384,105	-	384,105	159,786	413,381
Contractual Services						
000-2-226 Insurance - WC & UC	17,283	26,858		26,858	9,768	24,362
Total Contractual Services	17,283	26,858	-	26,858	9,768	24,362
Commodities						
000-3-341 Materials & Supplies	208	500		500	55	500
Total Commodities	208	500	-	500	55	500
Total City Council	345,782	411,463	-	411,463	169,609	438,243

Fund	001 General Fund
Department	410 City Council
Unit	00 Administrative

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Council Member	E/002	26
Total		26

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Council Member	E/002	26
Total		26

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	169,000
Regular Wages & Salaries	-
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	169,000

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	169,000
Regular Wages & Salaries	-
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	169,000

		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Unit #	Equipment						
Total		-	-	-	-	-	-

Page | 270 of 270

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 412 City Manager
Unit 00 Administrative

Full Time Employees	8
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	505,647	594,659		594,659	244,275	592,914
000-1-104 FICA	37,252	45,491		45,491	18,025	45,358
000-1-105 Medical & Life Insurance	58,072	62,416		62,416	31,988	71,648
000-1-106 PERS	49,628	53,519		53,519	21,985	53,362
000-1-111 Dental & Optical Insurance	3,416	4,184		4,184	1,789	3,888
000-1-112 Employee Insurance Cont.	(8,930)	(9,072)		(9,072)	(3,480)	(9,000)
Total Personal Services	645,085	751,197	-	751,197	314,582	758,170
Contractual Services						
000-2-211 Telephone	6,489	6,500		6,500	2,976	6,500
000-2-214 Travel	1,385	6,000		6,000	845	6,000
000-2-219 Building & Equipment Rent	96,268	100,000		100,000	44,545	100,000
000-2-220 Advertising & Legal Pub	11,165	7,000		7,000	4,806	7,000
000-2-221 Training	425	6,000		6,000	225	6,000
000-2-222 Dues & Subscriptions	10,265	14,000		14,000	16,513	20,000
000-2-223 Professional Services	327,906	340,000		340,000	86,006	340,000
000-2-226 Insurance - WC & UC	5,210	8,264		8,264	3,006	7,496
000-2-227 Insurance - Liability	987,763	825,000		825,000	613,310	725,000
000-2-230 Contracted Services	59,396	200,000		200,000	5,330	200,000
000-2-237 Other Taxes & Fees	2,000	4,000		4,000	-	4,000
Total Contractual Services	1,508,272	1,516,764	-	1,516,764	777,562	1,421,996
Commodities						
000-3-341 Materials & Supplies	12,462	20,000		20,000	14,955	20,000
Total Commodities	12,462	20,000	-	20,000	14,955	20,000
Total City Manager	2,165,819	2,287,961	-	2,287,961	1,107,099	2,200,166

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 412 City Manager
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
City Manager	E/139	1
Director of Finance	E/132	1
Director of Purchasing	E/123	1
Budget Officer - Public Safety	E/121	1
Assistant to the City Manager	E/119	1
Grant Coordinator	N-COMP/112	2
Administrative Assistant I	N-COMP/109	1
Total		8

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
City Manager	E/139	1
Director of Finance	E/132	1
Director of Purchasing	E/123	1
Budget Officer - Public Safety	E/121	1
Assistant to the City Manager	E/119	1
Grant Coordinator	N-COMP/112	2
Administrative Assistant I	N-COMP/109	1
Total		8

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	594,659
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	594,659

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	592,914
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	592,914

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 413 City Treasurer
Unit 00 Administrative

Full Time Employees	3
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-101 Elected Officials Salaries	18,049	18,000		18,000	8,405	18,000
000-1-103 Salaries & Wages	119,822	124,237		124,237	57,418	132,384
000-1-104 FICA	9,485	10,881		10,881	4,506	11,504
000-1-105 Medical & Life Insurance	21,777	23,406		23,406	11,995	26,868
000-1-106 PERS	11,740	11,991		11,991	5,466	12,455
000-1-111 Dental & Optical Insurance	1,286	1,569		1,569	671	1,458
000-1-112 Employee Insurance Cont.	(4,928)	(3,402)		(3,402)	(2,324)	(3,375)
Total Personal Services	177,231	186,682	-	186,682	86,137	199,294
Contractual Services						
000-2-211 Telephone	351	800		800	351	800
000-2-216 Mtce & Repair - Equipment	-	400		400	-	400
000-2-219 Building & Equipment Rent	739	1,200		1,200	702	1,200
000-2-226 Insurance - WC & UC	2,102	3,099		3,099	1,127	2,811
Total Contractual Services	3,192	5,499	-	5,499	2,180	5,211
Commodities						
000-3-341 Materials & Supplies	1,568	1,600		1,600	861	1,600
Total Commodities	1,568	1,600	-	1,600	861	1,600
Total City Treasurer	181,991	193,781	-	193,781	89,178	206,105

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 413 City Treasurer
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
City Treasurer	E/121	1
Assistant Treasurer	N-COMP/116	1
Treasury Technician	N-COMP/113	1
Total		3

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
City Treasurer	E/121	1
Assistant Treasurer	N-COMP/116	1
Treasury Technician	N-COMP/113	1
Total		3

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	18,000
Regular Wages & Salaries	115,237
Irregular Part Time (IPT)	9,000
Overtime	-
Tool Allowance	-
Total	142,237

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	18,000
Regular Wages & Salaries	120,384
Irregular Part Time (IPT)	12,000
Overtime	-
Tool Allowance	-
Total	150,384

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 414 City Collector
Unit 00 Administrative

Full Time Employees	16
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	577,011	799,804		799,804	306,765	808,987
000-1-104	FICA	43,038	61,185		61,185	22,939	61,888
000-1-105	Medical & Life Insurance	101,625	124,832		124,832	63,972	143,296
000-1-106	PERS	57,068	71,982		71,982	27,609	72,809
000-1-111	Dental & Optical Insurance	5,999	8,368		8,368	3,567	7,776
000-1-112	Employee Insurance Cont.	(13,512)	(18,144)		(18,144)	(5,896)	(18,000)
Total Personal Services		771,229	1,048,027	-	1,048,027	418,956	1,076,756
Contractual Services							
000-2-211	Telephone	2,208	3,000		3,000	1,144	3,000
000-2-214	Travel	-	100		100	-	100
000-2-216	Mtce & Repair - Equipment	-	500		500	118	500
000-2-219	Building & Equipment Rent	35,712	35,000		35,000	20,709	35,000
000-2-221	Training	-	500		500	-	500
000-2-222	Dues & Subscriptions	490	500		500	250	500
000-2-226	Insurance - WC & UC	9,307	16,528		16,528	6,011	14,992
000-2-230	Contracted Services	145,427	140,000		140,000	45,122	140,000
000-2-232	Bank Fees	108	150		150	72	150
000-2-237	Other Taxes & Fees	14,214	22,000		22,000	8,220	22,000
Total Contractual Services		207,466	218,278	-	218,278	81,646	216,742
Commodities							
000-3-341	Materials & Supplies	6,302	8,000		8,000	2,907	8,000
Total Commodities		6,302	8,000	-	8,000	2,907	8,000
Total City Collector		984,997	1,274,305	-	1,274,305	503,509	1,301,498

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 414 City Collector
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
City Collector	E/125	1
Taxpayer Services Manager	E/119	1
Compliance Manager	E/119	1
Small Business Liaison	E/119	1
Tax Compliance - Contract	N-COMP/115	1
Senior Audit Technician	N-COMP/116	1
Audit Technician	N-COMP/115	4
Administrative Assistant II	N-COMP/114	4
Chief Cashier	N-COMP/110	1
Accounting Clerk	N-OT/106	1
Total		16

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
City Collector	E/125	1
Taxpayer Services Manager	E/119	1
Compliance Manager	E/119	1
Small Business Liaison	E/119	1
Tax Compliance - Contract	N-COMP/115	1
Senior Audit Technician	N-COMP/116	1
Audit Technician	N-COMP/115	4
Administrative Assistant II	N-COMP/114	4
Chief Cashier	N-COMP/110	1
Accounting Clerk	N-OT/106	1
Total		16

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	799,804
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	799,804

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	808,987
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	808,987

Projected Capital Equipment Acquisitions

		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 415 City Clerk
Unit 00 Administrative

Full Time Employees	3
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	128,359	137,315		137,315	62,803	135,774
000-1-104	FICA	9,656	10,505		10,505	4,729	10,387
000-1-105	Medical & Life Insurance	21,777	23,406		23,406	11,995	26,868
000-1-106	PERS	12,794	12,358		12,358	5,652	12,220
000-1-111	Dental & Optical Insurance	1,286	1,569		1,569	671	1,458
000-1-112	Employee Insurance Cont.	(1,535)	(3,402)		(3,402)	(640)	(3,375)
Total Personal Services		172,337	181,751	-	181,751	85,210	183,332
Contractual Services							
000-2-211	Telephone	1,611	1,600		1,600	845	1,600
000-2-219	Building & Equipment Rent	2,503	2,000		2,000	927	2,000
000-2-222	Dues & Subscriptions	227	380		380	-	380
000-2-226	Insurance - WC & UC	1,994	3,099		3,099	1,127	2,811
Total Contractual Services		6,335	7,079	-	7,079	2,899	6,791
Commodities							
000-3-341	Materials & Supplies	1,473	1,200		1,200	782	1,200
Total Commodities		1,473	1,200	-	1,200	782	1,200
Total City Clerk		180,145	190,030	-	190,030	88,891	191,323

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 415 City Clerk
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
City Clerk	N-COMP/005	1
Council Clerk	N-COMP/114	1
Administrative Assistant II	N-COMP/114	1
Total		3

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
City Clerk	N-COMP/005	1
Council Clerk	N-COMP/114	1
Administrative Assistant II	N-COMP/114	1
Total		3

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	137,315
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	137,315

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	135,774
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	135,774

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 416 Municipal Court
Unit 00 Administrative

Full Time Employees	8
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-101 Elected Officials Salaries	40,108	40,000		40,000	18,677	40,000
000-1-103 Salaries & Wages	275,782	312,867		312,867	147,800	330,550
000-1-104 FICA	23,397	26,994		26,994	12,316	28,347
000-1-105 Medical & Life Insurance	58,071	62,416		62,416	31,988	71,648
000-1-106 PERS	30,846	30,138		30,138	13,944	31,730
000-1-111 Dental & Optical Insurance	3,428	4,184		4,184	1,789	3,888
000-1-112 Employee Insurance Cont.	(7,600)	(9,072)		(9,072)	(4,052)	(9,000)
Total Personal Services	424,032	467,527	-	467,527	222,462	497,163
Contractual Services						
000-2-211 Telephone	2,548	3,100		3,100	1,313	3,100
000-2-214 Travel	-	300		300	-	300
000-2-216 Mtce & Repair - Equipment	-	1,700		1,700	-	1,700
000-2-219 Building & Equipment Rent	4,153	3,000		3,000	2,042	3,000
000-2-221 Training	1,535	2,000		2,000	1,798	2,000
000-2-222 Dues & Subscriptions	-	300		300	-	300
000-2-226 Insurance - WC & UC	5,318	8,264		8,264	3,006	7,496
000-2-230 Contracted Services	-	500		500	-	500
Total Contractual Services	13,554	19,164	-	19,164	8,159	18,396
Commodities						
000-3-341 Materials & Supplies	3,608	4,000		4,000	3,751	6,000
Total Commodities	3,608	4,000	-	4,000	3,751	6,000
Total Municipal Court	441,194	490,691	-	490,691	234,372	521,559

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 416 Municipal Court
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Municipal Judge	E/004	1
Chief Deputy Clerk	E/117	1
Municipal Court Clerk	N-COMP/005	1
Deputy Clerk	N-OT/109	3
Assistant Deputy Clerk	N-OT/108	2
Total		8

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Municipal Judge	E/004	1
Chief Deputy Clerk	E/117	1
Municipal Court Clerk	N-COMP/005	1
Deputy Clerk	N-OT/109	3
Assistant Deputy Clerk	N-OT/108	2
Total		8

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	40,000
Regular Wages & Salaries	269,701
Irregular Part Time (IPT)	18,000
Overtime	25,166
Tool Allowance	-
Total	352,867

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	40,000
Regular Wages & Salaries	285,875
Irregular Part Time (IPT)	18,000
Overtime	26,675
Tool Allowance	-
Total	370,550

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 417 Legal
Unit 00 Administrative

Full Time Employees	5
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	390,459	413,629		413,629	186,594	397,259
000-1-104	FICA	28,623	31,643		31,643	13,619	30,390
000-1-105	Medical & Life Insurance	36,295	39,010		39,010	19,992	44,780
000-1-106	PERS	38,428	37,227		37,227	16,725	35,753
000-1-111	Dental & Optical Insurance	2,142	2,615		2,615	1,128	2,430
000-1-112	Employee Insurance Cont.	(8,630)	(5,670)		(5,670)	(3,297)	(5,625)
Total Personal Services		487,317	518,454	-	518,454	234,761	504,987
Contractual Services							
000-2-211	Telephone	2,065	1,750		1,750	872	1,750
000-2-214	Travel	206	500		500	290	500
000-2-219	Building & Equipment Rent	1,912	1,500		1,500	899	1,500
000-2-220	Advertising & Legal Pub	132	500		500	-	500
000-2-221	Training	625	1,000		1,000	-	1,000
000-2-222	Dues & Subscriptions	22,980	20,000		20,000	7,249	20,000
000-2-223	Professional Services	102,710	200,000		200,000	1,188	200,000
000-2-226	Insurance - WC & UC	3,324	5,165		5,165	1,878	4,685
000-2-229	Court Costs & Damages	832,959	500,000	700,000	1,200,000	168	500,000
000-2-230	Contracted Services	3,513	2,500	20,000	22,500	1,610	2,500
Total Contractual Services		970,426	732,915	720,000	1,452,915	14,154	732,435
Commodities							
000-3-341	Materials & Supplies	3,069	2,500		2,500	522	2,500
Total Commodities		3,069	2,500	-	2,500	522	2,500
Contributions & Other							
Total Legal		1,460,812	1,253,869	720,000	1,973,869	249,437	1,239,922

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 417 Legal
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
City Attorney	E/135	1
Assistant. City Attorney	E/125	2
Senior Staff Associate	E/119	1
Legal Assistant	N-COMP/112	1
Total		5

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
City Attorney	E/135	1
Assistant. City Attorney	E/125	2
Senior Staff Associate	E/119	1
Legal Assistant	N-COMP/112	1
Total		5

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	413,629
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	413,629

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	397,259
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	397,259

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 418 Accounting
Unit 00 Administrative

Full Time Employees	5
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	225,531	304,217		304,217	109,223	293,815
000-1-104 FICA	16,654	23,273		23,273	8,088	22,477
000-1-105 Medical & Life Insurance	36,295	39,010		39,010	19,992	44,780
000-1-106 PERS	21,584	27,380		27,380	9,761	26,443
000-1-111 Dental & Optical Insurance	2,142	2,615		2,615	1,108	2,430
000-1-112 Employee Insurance Cont.	(4,821)	(5,670)		(5,670)	(1,931)	(5,625)
Total Personal Services	297,385	390,825	-	390,825	146,241	384,320
Contractual Services						
000-2-211 Telephone	1,431	2,000		2,000	755	2,000
000-2-214 Travel	-	500		500	-	100
000-2-219 Building & Equipment Rent	3,154	4,000		4,000	1,640	4,000
000-2-221 Training	331	2,500		2,500	970	4,000
000-2-222 Dues & Subscriptions	1,051	2,100		2,100	-	1,500
000-2-223 Professional Services	2,500	3,500		3,500	2,500	3,500
000-2-224 Audit Costs	82,080	85,000		85,000	38,000	86,400
000-2-226 Insurance - WC & UC	3,324	5,165		5,165	1,878	4,685
Total Contractual Services	93,871	104,765	-	104,765	45,743	106,185
Commodities						
000-3-341 Materials & Supplies	4,094	5,000		5,000	1,362	5,000
Total Commodities	4,094	5,000	-	5,000	1,362	5,000
Contributions & Other						
Total Accounting	395,350	500,590	-	500,590	193,346	495,505

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 418 Accounting
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
City Auditor	E/128	1
Assistant City Auditor	E/124	1
Accountant - Senior	N-COMP/116	1
Accountant	N-COMP/115	1
Accounting Technician	N-COMP/113	1
Total		5

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
City Auditor	E/128	1
Assistant City Auditor	E/124	1
Accountant - Senior	N-COMP/116	1
Accountant	N-COMP/115	1
Accounting Technician	N-COMP/113	1
Total		5

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	304,217
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	304,217

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	293,815
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	293,815

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2023.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 420 Engineering
Unit 00 Administrative

Full Time Employees	7
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	453,687	538,202		538,202	208,344	518,092
000-1-104 FICA	33,744	41,172		41,172	15,549	39,634
000-1-105 Medical & Life Insurance	50,812	54,614		54,614	27,989	62,692
000-1-106 PERS	45,157	47,538		47,538	18,751	45,728
000-1-111 Dental & Optical Insurance	2,999	3,661		3,661	1,565	3,402
000-1-112 Employee Insurance Cont.	(10,955)	(7,938)		(7,938)	(4,324)	(7,875)
Total Personal Services	575,444	677,249	-	677,249	267,874	661,673
Contractual Services						
000-2-211 Telephone	7,245	6,800		6,800	3,002	6,800
000-2-214 Travel	-	1,500		1,500	-	1,500
000-2-216 Mtce & Repair - Equipment	617	3,000		3,000	-	3,000
000-2-219 Building & Equipment Rent	41,898	43,000		43,000	20,949	43,000
000-2-221 Training	615	3,000		3,000	897	3,000
000-2-222 Dues & Subscriptions	1,473	2,000		2,000	1,433	2,000
000-2-223 Professional Services	-	15,000		15,000	4,149	15,000
000-2-226 Insurance - WC & UC	4,653	7,231		7,231	2,630	6,559
000-2-230 Contracted Services	-	-		-	3,850	-
Total Contractual Services	56,501	81,531	-	81,531	36,910	80,859
Commodities						
000-3-341 Materials & Supplies	6,308	6,000		6,000	2,336	6,000
000-3-345 Uniforms	1,048	1,050		1,050	741	1,050
Total Commodities	7,356	7,050	-	7,050	3,077	7,050
Total Engineering	639,301	765,830	-	765,830	307,861	749,582

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 420 Engineering
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
City Engineer	E/127	1
Assistant City Engineer	E/125	1
Landfill Engineer	E/123	1
Field Engineer	E/123	1
Design Technician	N-COMP/114	1
Surveyor	N-COMP/117	1
Engineering Inspection Tech.	N-COMP/114	1
Total		7

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
City Engineer	E/127	1
Assistant City Engineer	E/125	1
Field Engineer	E/123	2
Design Technician	N-COMP/114	1
Surveyor	N-COMP/117	1
Engineering Inspection Tech.	N-COMP/114	1
Total		7

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	528,202
Irregular Part Time (IPT)	10,000
Overtime	-
Tool Allowance	-
Total	538,202

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	508,092
Irregular Part Time (IPT)	10,000
Overtime	-
Tool Allowance	-
Total	518,092

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
502	Utility Vehicle	42,000	-	-	-	-	-
506	Utility Vehicle	-	-	-	-	44,000	-
Total		42,000	-	-	5,811	44,000	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 420 Engineering
Unit 01 Stormwater

Full Time Employees	2
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	133,612	146,366		146,366	66,461	142,368
000-1-104	FICA	9,882	11,197		11,197	4,947	10,891
000-1-105	Medical & Life Insurance	14,518	15,604		15,604	7,997	17,912
000-1-106	PERS	13,317	13,173		13,173	5,981	12,813
000-1-111	Dental & Optical Insurance	857	1,046		1,046	447	972
000-1-112	Employee Insurance Cont.	(4,876)	(2,268)		(2,268)	(1,989)	(2,250)
Total Personal Services		167,310	185,118	-	185,118	83,844	182,706
Contractual Services							
000-2-214	Travel	-	500		500	-	500
000-2-216	Mtce & Repair - Equipment	-	1,000		1,000	390	1,000
000-2-221	Training	949	2,000		2,000	145	2,000
000-2-222	Dues & Subscriptions	145	500		500	-	500
000-2-223	Professional Services	627	4,000		4,000	1,374	4,000
000-2-226	Insurance - WC & UC	1,330	2,066		2,066	751	1,874
000-2-230	Contracted Services	-	1,000		1,000	1,372	1,000
Total Contractual Services		3,051	11,066	-	11,066	4,032	10,874
Commodities							
000-3-341	Materials & Supplies	5,122	10,000		10,000	141	10,000
000-3-345	Uniforms	300	300		300	300	300
Total Commodities		5,422	10,300	-	10,300	441	10,300
Total Engineering		175,783	206,484	-	206,484	88,317	203,880

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 420 Engineering
Unit 01 Stormwater

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
MS4 General Permit Manager	E/124	1
MS4 Permit Compliance Spec.	N-COMP/116	1
Total		2

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
MS4 General Permit Manager	E/124	1
MS4 Permit Compliance Spec.	N-COMP/116	1
Total		2

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	146,366
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	146,366

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	142,368
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	142,368

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 421 Mayor's Office of Economic and Community Development
Unit 00 Administrative

Full Time Employees	7
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	392,177	415,993		415,993	231,258	522,284
000-1-104 FICA	29,351	31,823		31,823	17,417	39,955
000-1-105 Medical & Life Insurance	50,812	54,614		54,614	27,989	62,692
000-1-106 PERS	34,302	37,439		37,439	16,153	36,206
000-1-111 Dental & Optical Insurance	2,999	3,661		3,661	1,565	3,402
000-1-112 Employee Insurance Cont.	(7,934)	(7,938)		(7,938)	(2,894)	(7,875)
Total Personal Services	501,707	535,592	-	535,592	291,488	656,664
Contractual Services						
000-2-211 Telephone	906	1,400		1,400	453	1,400
000-2-214 Travel	550	500		500	89	500
000-2-219 Building & Equipment Rent	3,418	3,000		3,000	2,330	8,600
000-2-221 Training	500	-		-	150	500
000-2-222 Dues & Subscriptions	500	2,000		2,000	170	2,000
000-2-226 Insurance - WC & UC	4,653	7,231		7,231	2,630	6,559
Total Contractual Services	10,527	14,131	-	14,131	5,822	19,559
Commodities						
000-3-341 Materials & Supplies	1,500	1,500		1,500	373	1,500
Total Commodities	1,500	1,500	-	1,500	373	1,500
Contributions & Other						
Total Mayor's Office of Economic and Community Development						
	513,734	551,223	-	551,223	297,683	677,723

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 421 Mayor's Office of Economic and Community Development
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Dir. of Community & Eco. Dev.	E/129	1
Program Manager	N-COMP/119	1
Housing Program Supervisor	N-COMP/119	1
Grants Specialist	N-COMP/114	1
Housing Program Coord.	N-COMP/116	1
Housing Applications Coord.	N-COMP/112	1
Administrative Assistant I	N-COMP/109	1
Total		7

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Dir. of Community & Eco. Dev.	E/129	1
Program Manager	N-COMP/119	1
Housing Program Supervisor	N-COMP/119	1
Grants Specialist	N-COMP/114	1
Housing Program Coord.	N-COMP/116	1
Housing Applications Coord.	N-COMP/112	1
Administrative Assistant I	N-COMP/109	1
Total		7

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	415,993
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	415,993

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	402,284
Irregular Part Time (IPT)	120,000
Overtime	-
Tool Allowance	-
Total	522,284

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
576 Utility Vehicle		42,000	-	-	-	-	-
Total		42,000	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 422 Human Resources
Unit 00 Administrative

Full Time Employees	7
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	375,168	417,881		417,881	185,495	393,688
000-1-104 FICA	27,390	31,968		31,968	13,570	30,117
000-1-105 Medical & Life Insurance	50,812	54,614		54,614	27,989	62,692
000-1-106 PERS	36,789	37,609		37,609	16,695	35,432
000-1-111 Dental & Optical Insurance	2,999	3,661		3,661	1,565	3,402
000-1-112 Employee Insurance Cont.	(11,644)	(7,938)		(7,938)	(5,288)	(7,875)
Total Personal Services	481,514	537,795	-	537,795	240,026	517,456
Contractual Services						
000-2-211 Telephone	1,894	2,200		2,200	1,130	2,200
000-2-214 Travel	-	1,000		1,000	-	1,000
000-2-216 Mtce & Repair - Equipment	-	500		500	-	500
000-2-219 Building & Equipment Rent	4,026	4,500		4,500	1,720	4,500
000-2-220 Advertising & Legal Pub	177	1,000		1,000	598	1,000
000-2-221 Training	2,107	20,000		20,000	-	20,000
000-2-222 Dues & Subscriptions	3,815	6,000		6,000	-	6,000
000-2-226 Insurance - WC & UC	4,653	7,231		7,231	2,630	6,559
000-2-230 Contracted Services	82,059	110,000		110,000	27,995	110,000
Total Contractual Services	98,731	152,431	-	152,431	34,073	151,759
Commodities						
000-3-341 Materials & Supplies	3,832	5,000		5,000	837	5,000
Total Commodities	3,832	5,000	-	5,000	837	5,000
Total Human Resources	584,077	695,226	-	695,226	274,936	674,215

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 422 Human Resources
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Director of Human Resources	E/129	1
Assistant Director HR	E/121	1
Payroll Administrator	N-COMP/119	1
Safety Coordinator	N-COMP/116	1
Benefits Coordinator	N-COMP/116	1
HR Coordinator	N-COMP/115	1
Administrator Assistant I	N-COMP/109	1
Total		7

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Director of Human Resources	E/129	1
Assistant Director HR	E/121	1
Payroll Administrator	N-COMP/119	1
Safety Coordinator	N-COMP/116	1
Benefits Coordinator	N-COMP/116	1
HR Coordinator	N-COMP/115	1
Administrator Assistant I	N-COMP/109	1
Total		7

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	417,881
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	417,881

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	393,688
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	393,688

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 422 Human Resources
Unit 01 Wellness Program

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contractual Services							
000-2-214	Travel	-	250		250	-	250
000-2-216	Mtce & Repair - Equipment	-	1,500		1,500	-	1,500
000-2-221	Training	-	300		300	-	300
000-2-222	Dues & Subscriptions	-	300		300	-	300
000-2-230	Contracted Services	-	1,000		1,000	-	1,000
Total Contractual Services		-	3,350	-	3,350	-	3,350
Commodities							
000-3-341	Materials & Supplies	3,724	2,700		2,700	14	2,700
Total Commodities		3,724	2,700	-	2,700	14	2,700
Total Wellness Program		3,724	6,050	-	6,050	14	6,050

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 424 Main Street Program
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-568	Other Contributions	75,000	75,000		75,000	37,500	75,000
Total Contributions & Other		75,000	75,000	-	75,000	37,500	75,000
Total Main Street Program		75,000	75,000	-	75,000	37,500	75,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 427 Debt Service
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-572	Interest on Bonds	49,894	38,663		38,663	22,331	25,232
000-6-671	Principal on Bonds	465,000	480,000		480,000	480,000	490,000
000-6-674	Bond Service Charges	1,750	1,750		1,750	1,750	1,750
Total Contributions & Other		516,644	520,413	-	520,413	504,081	516,982
Total Debt Service		516,644	520,413	-	520,413	504,081	516,982

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 429 Compensation Initiative
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	437,250	-		-	-	-
000-1-104	FICA	20,419	-		-	-	-
000-1-107	Uniformed Pensions	6,439	-		-	-	-
Total Personal Services		464,108	-	-	-	-	-
Total Compensation Initiative		464,108	-	-	-	-	-

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 431 Mail Room
Unit 00 Administrative

Full Time Employees	1
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	18,189	27,982		27,982	5,804	32,906
000-1-104 FICA	1,345	2,141		2,141	429	2,517
000-1-105 Medical & Life Insurance	7,259	7,802		7,802	3,998	8,956
000-1-106 PERS	1,810	2,518		2,518	522	2,962
000-1-111 Dental & Optical Insurance	429	523		523	224	486
000-1-112 Employee Insurance Cont.	(561)	(1,134)		(1,134)	(92)	(1,125)
Total Personal Services	28,471	39,832	-	39,832	10,885	46,702
Contractual Services						
000-2-211 Telephone	411	500		500	205	500
000-2-216 Mtce & Repair - Equipment	64	-		-	-	-
000-2-218 Postage	86,491	78,750	15,000	93,750	44,789	100,000
000-2-219 Building & Equipment Rent	36,585	37,200		37,200	16,003	37,200
000-2-226 Insurance - WC & UC	665	1,033		1,033	376	937
Total Contractual Services	124,216	117,483	15,000	132,483	61,373	138,637
Commodities						
000-3-341 Materials & Supplies	29,882	27,300		27,300	17,202	45,000
Total Commodities	29,882	27,300	-	27,300	17,202	45,000
Total Mail Room	182,569	184,615	15,000	199,615	89,460	230,339

Fund	001 General Fund
Department	431 Mail Room
Unit	00 Administrative

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Office Support Specialist	N-OT/107	1
Total		1

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Office Support Specialist	N-OT/107	1
Total		1

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	27,982
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	27,982

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	32,906
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	32,906

		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Unit #	Equipment						
Total		-	-	-	-	-	-

City of Charleston - FY 2024 Municipal Budget

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 432 Capitol Market
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-568	Other Contributions	20,000	20,000		20,000	10,000	20,000
Total Contributions & Other		20,000	20,000	-	20,000	10,000	20,000
Total Capitol Market		20,000	20,000	-	20,000	10,000	20,000

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 435 Regional Intergovernmental Council
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contractual Services							
000-2-222	Dues & Subscriptions	19,904	20,000		20,000	19,520	20,000
Total Contractual Services		19,904	20,000	-	20,000	19,520	20,000
Total Regional Intergovernmental Council		19,904	20,000	-	20,000	19,520	20,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 436 Building Commission
Unit 00 Administrative

Full Time Employees	13
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	665,951	729,106		729,106	329,610	710,734
000-1-104	FICA	49,440	55,777		55,777	24,669	54,371
000-1-105	Medical & Life Insurance	94,366	101,426		101,426	51,980	116,428
000-1-106	PERS	66,376	65,620		65,620	29,319	63,966
000-1-111	Dental & Optical Insurance	5,570	6,799		6,799	2,907	6,318
000-1-112	Employee Insurance Cont.	(19,699)	(14,742)		(14,742)	(8,147)	(14,625)
Total Personal Services		862,004	943,986	-	943,986	430,338	937,192
Contractual Services							
000-2-211	Telephone	8,126	8,500		8,500	3,225	8,500
000-2-214	Travel	3,516	5,000		5,000	1,902	5,000
000-2-217	Mtce & Repair - Auto/Truck	82	200		200	-	200
000-2-219	Building & Equipment Rent	45,376	43,000		43,000	24,460	43,000
000-2-220	Advertising & Legal Pub	2,607	2,500		2,500	-	3,500
000-2-221	Training	5,430	4,000		4,000	1,888	4,000
000-2-222	Dues & Subscriptions	1,989	2,500		2,500	690	2,500
000-2-223	Professional Services	21,116	15,000		15,000	10,981	25,000
000-2-226	Insurance - WC & UC	8,642	13,429		13,429	4,884	12,181
000-2-230	Contracted Services	1,283,905	500,000	544,494	1,044,494	698,759	500,000
Total Contractual Services		1,380,789	594,129	544,494	1,138,623	746,789	603,881
Commodities							
000-3-341	Materials & Supplies	4,744	10,000		10,000	10,328	10,000
000-3-345	Uniforms	2,361	3,850		3,850	1,195	3,850
000-3-347	Resale Merchandise	-	750		750	21	750
Total Commodities		7,105	14,600	-	14,600	11,544	14,600
Total Building Commission		2,249,898	1,552,715	544,494	2,097,209	1,188,671	1,555,673

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 436 Building Commission
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Building Commissioner	E/126	1
Deputy Building Code Official	N-COMP/119	1
Building Inspector	N-COMP/115	2
Property and Mtce. Inspector	N-COMP/114	7
Permit Coordinator	N-COMP/114	1
Permit Technician	N-COMP/109	1
Total		13

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Building Commissioner	E/126	1
Deputy Building Code Official	N-COMP/119	1
Building Inspector	N-COMP/115	2
Property and Mtce. Inspector	N-COMP/114	7
Permit Coordinator	N-COMP/114	1
Permit Technician	N-COMP/109	1
Total		13

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	729,106
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	729,106

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	710,734
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	710,734

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
543	Utility Vehicle	42,000	-	-	-	-	-
547	Admin. Vehicle	-	-	-	-	35,000	-
548	Admin. Vehicle	-	-	-	-	35,000	-
549	Admin. Vehicle	-	-	-	-	35,000	-
542	Admin. Vehicle	-	-	-	-	-	36,000
Total		42,000	-	-	-	105,000	36,000

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 437 Planning
Unit 00 Administrative

Full Time Employees	8
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	442,083	499,722		499,722	203,732	485,445
000-1-104 FICA	32,395	38,229		38,229	14,979	37,137
000-1-105 Medical & Life Insurance	58,072	62,416		62,416	31,988	71,648
000-1-106 PERS	43,475	44,975		44,975	18,009	43,690
000-1-111 Dental & Optical Insurance	3,416	4,184		4,184	1,789	3,888
000-1-112 Employee Insurance Cont.	(12,836)	(9,072)		(9,072)	(4,932)	(9,000)
Total Personal Services	566,605	640,454	-	640,454	265,565	632,808
Contractual Services						
000-2-211 Telephone	2,821	3,000		3,000	1,231	3,000
000-2-214 Travel	255	1,000		1,000	-	1,000
000-2-216 Mtce & Repair - Equipment	-	250		250	-	250
000-2-217 Mtce & Repair - Auto/Truck	28	100		100	-	100
000-2-219 Building & Equipment Rent	32,433	32,000		32,000	18,041	34,000
000-2-220 Advertising & Legal Pub	1,325	1,500		1,500	498	1,500
000-2-221 Training	495	1,000		1,000	150	1,000
000-2-222 Dues & Subscriptions	1,733	3,000		3,000	518	4,000
000-2-223 Professional Services	221,913	1,000	27,500	28,500	27,575	1,000
000-2-226 Insurance - WC & UC	5,318	8,264		8,264	3,006	7,496
000-2-230 Contracted Services	405	500		500	265	750
Total Contractual Services	266,726	51,614	27,500	79,114	51,284	54,096
Commodities						
000-3-341 Materials & Supplies	4,329	5,000		5,000	2,030	5,000
Total Commodities	4,329	5,000	-	5,000	2,030	5,000
Total Planning	837,660	697,068	27,500	724,568	318,879	691,904

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 437 Planning
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Director of Planning	E/129	1
Planner	N-COMP/119	3
Plans Reviewer II	N-COMP/119	1
Zoning Compliance Technician	N-COMP/116	2
Planning Specialist	N-COMP/116	1
Total		8

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Director of Planning	E/129	1
Planner	N-COMP/119	3
Plans Reviewer II	N-COMP/119	1
Zoning Compliance Technician	N-COMP/116	2
Planning Specialist	N-COMP/116	1
Total		8

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	499,722
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	499,722

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	485,445
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	485,445

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
	500 Admin. Vehicle	-	-	-	-	35,000	-
	Total	-	-	-	-	35,000	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 438 Elections
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contractual Services							
000-2-230	Contracted Services	69,139	22,000	50,000	72,000	-	-
Total Contractual Services		69,139	22,000	50,000	72,000	-	-
Total Elections		69,139	22,000	50,000	72,000	-	-

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 439 Information Systems
Unit 00 Administrative

Full Time Employees	9
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	474,136	631,331		631,331	199,438	540,690
000-1-104 FICA	34,982	48,297		48,297	14,739	41,363
000-1-105 Medical & Life Insurance	72,589	78,020		78,020	39,985	80,604
000-1-106 PERS	45,634	56,820		56,820	17,898	48,662
000-1-111 Dental & Optical Insurance	4,285	5,230		5,230	2,236	4,374
000-1-112 Employee Insurance Cont.	(9,987)	(11,340)		(11,340)	(3,972)	(10,125)
Total Personal Services	621,639	808,358	-	808,358	270,324	705,568
Contractual Services						
000-2-211 Telephone	264,864	260,000		260,000	131,905	260,000
000-2-214 Travel	-	2,000		2,000	-	2,000
000-2-216 Mtce & Repair - Equipment	577,329	604,000		604,000	390,358	810,000
000-2-219 Building & Equipment Rent	734	750		750	357	750
000-2-221 Training	2,377	9,200		9,200	-	9,200
000-2-222 Dues & Subscriptions	158	300		300	-	300
000-2-223 Professional Services	764	10,000		10,000	1,090	10,000
000-2-226 Insurance - WC & UC	6,648	10,330		10,330	3,757	8,433
000-2-230 Contracted Services	-	20,000	200,000	220,000	-	220,000
Total Contractual Services	852,874	916,580	200,000	1,116,580	527,467	1,320,683
Commodities						
000-3-341 Materials & Supplies	6,919	16,800		16,800	2,032	16,800
000-3-353 Computer Software	-	500		500	-	500
Total Commodities	6,919	17,300	-	17,300	2,032	17,300
Contributions & Other						
000-5-566 Contributions to Other Funds	550,000	-		-	-	-
Total Contributions & Other	550,000	-	-	-	-	-
Total Information Systems	2,031,432	1,742,238	200,000	1,942,238	799,823	2,043,551

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 439 Information Systems
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
IT Operations/Projects Mngr.	E/124	1
GIS Manager	E/123	1
Apps. & Reporting Analyst	E/121	1
Network Administrator	E/119	4
Electronic Media Specialist	E/119	1
Info. Services Coordinator	E/113	1
PC Technician	E/113	1
Total		10

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
IT Operations/Projects Mngr.	E/124	1
Apps. & Reporting Analyst	E/121	1
Network Administrator	E/119	4
Electronic Media Specialist	E/119	1
Info. Services Coordinator	E/113	1
PC Technician	E/113	1
Total		9

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	631,331
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	631,331

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	540,690
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	540,690

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
	PCs, Servers, Misc Equip	248,500	-	-	-	195,500	230,500
	Total	248,500	-	-	-	195,500	230,500

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 440 General Services
Unit 00 Administrative

Full Time Employees	11
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	461,267	531,557		531,557	248,050	536,672
000-1-104	FICA	33,811	40,664		40,664	18,504	41,055
000-1-105	Medical & Life Insurance	87,108	85,822		85,822	43,985	98,516
000-1-106	PERS	45,620	43,790		43,790	22,325	47,400
000-1-111	Dental & Optical Insurance	5,130	5,753		5,753	2,465	5,346
000-1-112	Employee Insurance Cont.	(22,172)	(12,474)		(12,474)	(26,423)	(12,375)
Total Personal Services		610,764	695,112	-	695,112	308,906	716,614
Contractual Services							
000-2-211	Telephone	25,376	20,000		20,000	11,263	20,000
000-2-213	Utilities	257,387	241,500	16,700	258,200	111,096	258,200
000-2-215	Mtce & Repair - Bldg/Ground	31,947	50,000		50,000	15,074	50,000
000-2-216	Mtce & Repair - Equipment	11,871	60,000		60,000	7,660	60,000
000-2-219	Building & Equipment Rent	10,064	20,000		20,000	14,335	20,000
000-2-221	Training	-	3,000		3,000	-	3,000
000-2-222	Dues & Subscriptions	368	450		450	201	450
000-2-223	Professional Services	1,469	200		200	228	200
000-2-226	Insurance - WC & UC	7,977	11,363		11,363	4,133	10,307
000-2-230	Contracted Services	22,153	50,000		50,000	13,139	50,000
Total Contractual Services		368,612	456,513	16,700	473,213	177,129	472,157
Commodities							
000-3-341	Materials & Supplies	60,359	88,000		88,000	42,757	88,000
000-3-345	Uniforms	5,400	4,950		4,950	5,824	4,950
Total Commodities		65,759	92,950	-	92,950	48,581	92,950
Total General Services		1,045,135	1,244,575	16,700	1,261,275	534,616	1,281,721

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 440 General Services
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Electrician	N-COMP/112	1
HVAC Technician	N-COMP/111	1
Carpenter	N-OT/110	4
Maintenance Foreman	N-OT/108	1
Maintenance Worker	N-OT/107	2
Custodian	N-OT/104	2
Total		11

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Electrician	N-OT/112	1
HVAC Technician	N-COMP/111	1
Carpenter	N-OT/110	4
Maintenance Foreman	N-OT/108	1
Maintenance Worker	N-OT/107	2
Custodian	N-OT/104	2
Total		11

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	416,451
Irregular Part Time (IPT)	45,000
Overtime	70,106
Tool Allowance	-
Total	531,557

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	450,786
Irregular Part Time (IPT)	10,000
Overtime	75,886
Tool Allowance	-
Total	536,672

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
606	Pickup, Ext Cab	-	-	-	44,000	-	-
Total		-	-	-	11,604	44,000	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 440 City Hall
Unit 93 Regular Retiree Health Benefits

Regular Retiree Count	179
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-105	Medical & Life Insurance	2,017,398	2,250,000		2,250,000	970,878	2,300,000
000-1-111	Dental & Optical Insurance	85,544	85,000		85,000	44,182	95,000
000-1-112	Employee Insurance Cont.	(223,173)	(205,000)		(205,000)	(39,244)	(205,000)
000-1-114	OPEB - Long Term	-	-	504,124	504,124	-	-
Total Personal Services		1,879,769	2,130,000	504,124	2,634,124	975,816	2,190,000
Total Regular Retiree Health Benefits		1,879,769	2,130,000	504,124	2,634,124	975,816	2,190,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 442 Strategy Management
Unit 01 Constituent Services

Full Time Employees	4
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	144,152	193,204		193,204	66,336	244,092
000-1-104	FICA	10,839	14,780		14,780	5,002	18,673
000-1-105	Medical & Life Insurance	29,036	31,208		31,208	15,994	35,824
000-1-106	PERS	13,777	15,282		15,282	5,970	19,862
000-1-111	Dental & Optical Insurance	1,702	2,092		2,092	894	1,944
000-1-112	Employee Insurance Cont.	(2,716)	(4,536)		(4,536)	(952)	(4,500)
Total Personal Services		196,790	252,030	-	252,030	93,244	315,895
Contractual Services							
000-2-211	Telephone	2,360	1,500		1,500	867	1,500
000-2-214	Travel	-	500		500	-	500
000-2-219	Building & Equipment Rent	882	3,000		3,000	765	3,000
000-2-221	Training	-	2,000		2,000	-	2,000
000-2-222	Dues & Subscriptions	91	2,000		2,000	-	2,000
000-2-226	Insurance - WC & UC	2,659	4,132		4,132	1,503	3,748
Total Contractual Services		5,992	13,132	-	13,132	3,135	12,748
Commodities							
000-3-341	Materials & Supplies	1,036	1,000		1,000	398	1,000
000-3-354	Special Event Supplies	-	-		-	-	10,000
Total Commodities		1,036	1,000	-	1,000	398	11,000
Total Constituent Services		203,818	266,162	-	266,162	96,777	339,643

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 442 Strategy Management
Unit 01 Constituent Services

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Communications Specialist	E/119	1
Sr. Special Events Coordinator	N-OT/114	1
Constituent Services Assistant	N-COMP/109	2
Total		4

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Communications Specialist	E/119	1
Sr. Special Events Coordinator	N-OT/114	1
Constituent Services Assistant	N-COMP/109	2
Total		4

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	169,804
Irregular Part Time (IPT)	23,400
Overtime	-
Tool Allowance	-
Total	193,204

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	220,692
Irregular Part Time (IPT)	23,400
Overtime	-
Tool Allowance	-
Total	244,092

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 00 General Engineering Maintenance

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	535,000	535,000	1,375,000	1,910,000	535,000	535,000
Total Contributions & Other		535,000	535,000	1,375,000	1,910,000	535,000	535,000
Total Transfers to Other Funds		535,000	535,000	1,375,000	1,910,000	535,000	535,000

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 02 Health Insurance Reserve Fund

Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other						
000-5-566 Contributions to Other Funds	-	-	1,000,000	1,000,000	-	-
Total Contributions & Other	-	-	1,000,000	1,000,000	-	-
Total Transfers to Other Funds	-	-	1,000,000	1,000,000	-	-

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 04 City Service Fee Capital Projects Fund

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	3,000,000	3,000,000		3,000,000	1,500,000	3,000,000
Total Contributions & Other		3,000,000	3,000,000	-	3,000,000	1,500,000	3,000,000
Total Transfers to Other Funds		3,000,000	3,000,000	-	3,000,000	1,500,000	3,000,000

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 06 Ball Park Maintenance Fund

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	25,000	25,000		25,000	-	25,000
Total Contributions & Other		25,000	25,000	-	25,000	-	25,000
Total Transfers to Other Funds		25,000	25,000	-	25,000	-	25,000

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 07 Facilities Maintenance Fund

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	610,000	610,000	560,000	1,170,000	610,000	610,000
Total Contributions & Other		610,000	610,000	560,000	1,170,000	610,000	610,000
Total Transfers to Other Funds		610,000	610,000	560,000	1,170,000	610,000	610,000

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 12 Tourism & Promotions Fund

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	300,000	-		-	-	-
Total Contributions & Other		300,000	-	-	-	-	-
Total Transfers to Other Funds		300,000	-	-	-	-	-

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 14 Business Economic Impact Fund

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	323,787	-		-	-	-
Total Contributions & Other		323,787	-	-	-	-	-
Total Transfers to Other Funds		323,787	-	-	-	-	-

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 15 Beautification Commission Fund

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	100,000	-		-	-	100,000
	Total Contributions & Other	100,000	-	-	-	-	100,000
Total Transfers to Other Funds		100,000	-	-	-	-	100,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 16 Green Initiatives Fund

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	250,000	-		-	-	-
Total Contributions & Other		250,000	-	-	-	-	-
Total Transfers to Other Funds		250,000	-	-	-	-	-

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 17 Sidewalk Improvement Program Fund

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	250,000	-		-	-	-
Total Contributions & Other		250,000	-	-	-	-	-
Total Transfers to Other Funds		250,000	-	-	-	-	-

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 444 Transfers to Other Funds
Unit 18 Public Safety Center Fund

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	-	-	1,000,000	1,000,000	-	-
Total Contributions & Other		-	-	1,000,000	1,000,000	-	-
Total Transfers to Other Funds		-	-	1,000,000	1,000,000	-	-

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 500 Morris Square Property
Unit 00 Administrative

Full Time Employees	2
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	27,691	72,864		72,864	26,953	70,276
000-1-104	FICA	1,939	5,574		5,574	1,950	5,376
000-1-105	Medical & Life Insurance	7,259	15,604		15,604	7,995	17,912
000-1-106	PERS	2,760	6,558		6,558	2,426	6,325
000-1-111	Dental & Optical Insurance	429	1,046		1,046	442	972
000-1-112	Employee Insurance Cont.	(1,159)	(2,268)		(2,268)	(1,333)	(2,250)
Total Personal Services		38,919	99,378	-	99,378	38,433	98,611
Contractual Services							
000-2-211	Telephone	205	1,500		1,500	307	1,500
000-2-213	Utilities	201,685	225,000	15,200	240,200	94,393	240,200
000-2-215	Mtce & Repair - Bldg/Ground	52,236	30,000		30,000	12,228	30,000
000-2-219	Building & Equipment Rent	2,400	1,000		1,000	602	1,000
000-2-226	Insurance - WC & UC	665	2,066		2,066	751	1,874
000-2-230	Contracted Services	3,273	25,000		25,000	1,940	25,000
Total Contractual Services		260,464	284,566	15,200	299,766	110,221	299,574
Commodities							
000-3-341	Materials & Supplies	5,026	40,000		40,000	1,982	40,000
000-3-345	Uniforms	-	900		900	-	900
Total Commodities		5,026	40,900	-	40,900	1,982	40,900
Total Morris Square Property		304,409	424,844	15,200	440,044	150,636	439,085

Fund	001 General Fund
Department	500 Morris Square Property
Unit	00 Administrative

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Custodian	N-OT/104	2
Total		2

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Custodian	N-OT/104	2
Total		2

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	62,784
Irregular Part Time (IPT)	-
Overtime	10,080
Tool Allowance	-
Total	72,864

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	68,276
Irregular Part Time (IPT)	-
Overtime	2,000
Tool Allowance	-
Total	70,276

		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Unit #	Equipment						
Total		-	-	-	-	-	-

Page | 325 of 325

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 501 Wellness Center
Unit 00 Administrative

Full Time Employees	0
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contractual Services							
000-2-211	Telephone	1,859	4,200		4,200	847	4,200
000-2-219	Building & Equipment Rent	21,403	20,500		20,500	10,911	21,500
000-2-223	Professional Services	1,647	-		-	991	-
000-2-230	Contracted Services	859,518	829,944		829,944	382,147	854,842
Total Contractual Services		884,427	854,644	-	854,644	394,896	880,542
Commodities							
000-3-341	Materials & Supplies	28,324	41,000		41,000	17,461	41,000
Total Commodities		28,324	41,000	-	41,000	17,461	41,000
Total Wellness Center		912,751	895,644	-	895,644	412,357	921,542

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 566 Public Works
Unit 00 Administrative

Full Time Employees	3
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	186,901	193,961		193,961	92,723	199,495
000-1-104 FICA	14,044	14,838		14,838	6,995	15,261
000-1-105 Medical & Life Insurance	21,777	23,406		23,406	11,995	26,868
000-1-106 PERS	18,625	17,456		17,456	8,345	17,955
000-1-111 Dental & Optical Insurance	1,285	1,569		1,569	671	1,458
000-1-112 Employee Insurance Cont.	(3,530)	(3,402)		(3,402)	(1,270)	(3,375)
Total Personal Services	239,102	247,828	-	247,828	119,459	257,662
Contractual Services						
000-2-211 Telephone	27,589	30,000		30,000	15,480	30,000
000-2-213 Utilities	73,830	100,000	8,800	108,800	24,879	108,800
000-2-214 Travel	-	500		500	-	500
000-2-221 Training	-	500		500	-	500
000-2-226 Insurance - WC & UC	1,994	3,099		3,099	1,127	2,811
Total Contractual Services	103,413	134,099	8,800	142,899	41,486	142,611
Commodities						
000-3-341 Materials & Supplies	4,836	500		500	-	500
Total Commodities	4,836	500	-	500	-	500
Total Public Works	347,351	382,427	8,800	391,227	160,945	400,773

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 566 Public Works
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Director of Public Works	E/132	1
Administrative Assistant I	N-OT/109	2
Total		3

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Director of Public Works	E/132	1
Administrative Assistant I	N-OT/109	2
Total		3

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	190,751
Irregular Part Time (IPT)	-
Overtime	3,210
Tool Allowance	-
Total	193,961

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	194,495
Irregular Part Time (IPT)	-
Overtime	5,000
Tool Allowance	-
Total	199,495

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 567 Public Grounds
Unit 00 Administrative

Full Time Employees	26
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	832,586	924,401		924,401	420,056	945,868
000-1-104 FICA	62,152	70,717		70,717	31,645	72,359
000-1-105 Medical & Life Insurance	188,678	202,852		202,852	103,960	232,856
000-1-106 PERS	82,642	83,196		83,196	37,395	85,128
000-1-111 Dental & Optical Insurance	11,194	13,598		13,598	5,814	12,636
000-1-112 Employee Insurance Cont.	(25,060)	(29,484)		(29,484)	(11,330)	(29,250)
Total Personal Services	1,152,192	1,265,280	-	1,265,280	587,540	1,319,597
Contractual Services						
000-2-213 Utilities	1,746	1,200	200	1,400	1,073	1,400
000-2-214 Travel	-	1,000		1,000	-	1,000
000-2-215 Mtce & Repair - Bldg/Ground	-	5,000		5,000	-	5,000
000-2-216 Mtce & Repair - Equipment	-	5,000		5,000	-	5,000
000-2-219 Building & Equipment Rent	2,004	500		500	401	500
000-2-221 Training	-	300		300	-	300
000-2-222 Dues & Subscriptions	-	200		200	54	200
000-2-226 Insurance - WC & UC	17,284	26,858		26,858	9,768	24,362
000-2-230 Contracted Services	17,120	84,000	50,000	134,000	14,355	84,000
Total Contractual Services	38,154	124,058	50,200	174,258	25,651	121,762
Commodities						
000-3-341 Materials & Supplies	130,119	150,000		150,000	62,453	150,000
000-3-345 Uniforms	10,226	11,700		11,700	8,483	11,700
Total Commodities	140,345	161,700	-	161,700	70,936	161,700
Total Public Grounds	1,330,691	1,551,038	50,200	1,601,238	684,127	1,603,059

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 567 Public Grounds
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Deputy Director Public Grounds	E/121	1
Grounds Crew Leader	N-OT/113	1
Tree Trimmer	N-OT/109	2
Heavy Equipment Operator	N-OT/108	2
Small Engine Mechanic	N-OT/108	1
Tree Crew Leader	N-OT/113	1
Custodian	N-OT/104	1
Grounds Maintenance Worker	N-OT/104	17
Total		26

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Deputy Director Public Grounds	E/121	1
Grounds Crew Leader	N-OT/113	1
Tree Trimmer	N-OT/109	2
Heavy Equipment Operator	N-OT/108	2
Small Engine Mechanic	N-OT/108	1
Tree Crew Leader	N-OT/113	1
Custodian	N-OT/104	1
Grounds Maintenance Worker	N-OT/104	17
Total		26

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	897,437
Irregular Part Time (IPT)	-
Overtime	26,964
Tool Allowance	-
Total	924,401

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	918,278
Irregular Part Time (IPT)	-
Overtime	27,590
Tool Allowance	-
Total	945,868

Projected Capital Equipment Acquisitions

		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Unit #	Equipment						
383	RTV	17,000	-	-	-	-	-
M6	Mower, Remote	25,000	-	-	-	-	-
M7	Mower, Remote	25,000	-	-	-	-	-
M8	Mower, Remote	25,000	-	-	-	-	-
377	Landscape Truck	100,000	-	-	-	-	-
360	Pickup, Crew Cab	-	-	-	-	42,000	-
365	Pickup, Crew Cab	-	-	-	-	42,000	-
T-10	Trailer	-	-	-	-	500	-
CH8	Chipper	-	-	-	-	45,000	-
358	Pickup, Reg. Cab	-	-	-	-	-	45,000
361	Pickup, Reg. Cab	-	-	-	-	-	45,000
364	Pickup Heavy Duty	-	-	-	-	-	100,000
369	Bucket Truck	-	-	-	-	-	250,000
8	Utility Vehicle	-	-	-	-	-	42,000
Total		192,000	-	-	72,588	129,500	482,000

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 567 Public Grounds
Unit 01 Carriage Trail

Full Time Employees	2
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	69,817	74,534		74,534	43,943	79,404
000-1-104 FICA	5,186	5,702		5,702	3,304	6,074
000-1-105 Medical & Life Insurance	14,518	15,604		15,604	7,997	17,912
000-1-106 PERS	6,953	6,708		6,708	3,955	7,146
000-1-111 Dental & Optical Insurance	857	1,046		1,046	447	972
000-1-112 Employee Insurance Cont.	(1,417)	(2,268)		(2,268)	(590)	(2,250)
Total Personal Services	95,914	101,326	-	101,326	59,056	109,258
Contractual Services						
000-2-219 Building & Equipment Rent	8,558	-		-	-	-
000-2-226 Insurance - WC & UC	1,330	2,066		2,066	751	1,874
Total Contractual Services	9,888	2,066	-	2,066	751	1,874
Commodities						
000-3-341 Materials & Supplies	7,976	4,000		4,000	533	4,000
000-3-345 Uniforms	750	900		900	300	900
Total Commodities	8,726	4,900	-	4,900	833	4,900
Total Public Grounds	114,528	108,292	-	108,292	60,640	116,032

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 567 Public Grounds
Unit 01 Carriage Trail

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Trail Specialist	N-OT/106	1
Grounds Maintenance Worker	N-OT/104	1
Total		2

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Trail Specialist	N-OT/106	1
Grounds Maintenance Worker	N-OT/104	1
Total		2

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	70,040
Irregular Part Time (IPT)	-
Overtime	4,494
Tool Allowance	-
Total	74,534

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	74,616
Irregular Part Time (IPT)	-
Overtime	4,788
Tool Allowance	-
Total	79,404

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
370	Pickup, Reg Cab	-	-	-	-	-	50,000
Total		-	-	-	-	-	50,000

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 699 Contingency
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-598	Contingency	-	214,554	(155,000)	59,554	-	94,542
Total Contributions & Other		-	214,554	(155,000)	59,554	-	94,542
Total Contingency		-	214,554	(155,000)	59,554	-	94,542

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 700 Police
Unit 00/02 Uniformed

Full Time Employees	173
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	10,690,669	11,628,730	373,788	12,002,518	5,691,310	12,274,933
000-1-104	FICA	153,647	168,617	5,423	174,040	83,309	177,987
000-1-105	Medical & Life Insurance	1,257,682	1,349,746		1,349,746	691,783	1,549,388
001-1-107	MPFRS	407,533	410,000	31,789	441,789	234,407	534,000
000-1-107	Pre-2011 Pension Benefits	4,179,018	3,940,000		3,940,000	2,364,247	3,900,000
003-1-107	Post-2011 Pension Benefits	2,221,289	2,755,000		2,755,000	1,545,696	3,110,000
000-1-110	Uniform Allowance	112,578	173,150		173,150	159,151	173,150
000-1-111	Dental & Optical Insurance	83,069	90,479		90,479	49,628	84,078
000-1-112	Employee Insurance Cont.	(194,493)	(196,182)		(196,182)	(84,813)	(194,625)
Total Personal Services		18,910,992	20,319,540	411,000	20,730,540	10,734,718	21,608,911
Contractual Services		-					
000-2-211	Telephone	85,483	95,000		95,000	40,972	95,000
000-2-212	Printing	112	-		-	-	-
000-2-213	Utilities	98,525	101,700	16,575	118,275	28,862	118,275
000-2-214	Travel	29,623	33,500		33,500	18,120	33,500
000-2-216	Mtce & Repair - Equipment	126,284	198,160		198,160	109,879	251,105
000-2-217	Mtce & Repair - Auto/Truck	67,031	11,000		11,000	3,811	13,400
000-2-219	Building & Equipment Rent	99,737	107,100		107,100	51,908	107,100
000-2-220	Advertising & Legal Pub	6,018	9,800		9,800	4,597	9,800
000-2-221	Training	37,258	49,250		49,250	23,770	49,250
000-2-222	Dues & Subscriptions	3,968	5,850		5,850	4,160	5,850
000-2-223	Professional Services	58,629	57,825		57,825	41,650	81,000
000-2-226	Insurance - WC & UC	156,571	178,709		178,709	64,995	162,101
000-2-230	Contracted Services	2,436	2,268		2,268	1,428	2,500
000-2-239	Fine Supported Training	25,950	-	17,438	17,438	-	-
Total Contractual Services		797,625	850,162	34,013	884,175	394,152	928,881
Commodities		-					
000-3-341	Materials & Supplies	126,894	125,300		125,300	45,748	125,300
000-3-343	Gas, Oil & Tires	2,603	1,600		1,600	2,889	4,500
000-3-344	Prisoner Other Costs	76,718	75,000	125,000	200,000	68,033	200,000
000-3-345	Uniforms	74,117	105,700		105,700	16,739	133,000
Total Commodities		280,332	307,600	125,000	432,600	133,409	462,800
Total Police - Uniformed		19,988,949	21,477,302	570,013	22,047,315	11,262,279	23,000,592

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 700 Police
Unit 00/02 Uniformed

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Police Chief	E/132	1
Uniformed Members	var	172
Total		173

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Police Chief	E/132	1
Uniformed Members	var	172
Total		173

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	9,385,488
Irregular Part Time (IPT)	-
Overtime	2,617,030
Tool Allowance	-
Total	12,002,518

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	9,627,349
Irregular Part Time (IPT)	-
Overtime	2,647,584
Tool Allowance	-
Total	12,274,933

Projected Capital Equipment Acquisitions

		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Unit #	Equipment						
	Interceptor SUV - line (12)	564,000	-	-		590,000	620,000
	Interceptor SUV - Supv. (3)	141,000	-	-		-	-
	Lighting Package	102,000	-	-		90,000	95,000
	Other Vehicle Equipment	99,000	-	-		83,000	87,000
	Handheld IRP Radios	30,000	-	-		32,000	34,000
	Mobile Analog Radios	5,200	-	-		4,500	4,700
	IRP Mobile Radios	18,000	-	-		15,700	16,400
	Crime Scene Vehicle	47,000	-	-		-	-
	CSU Equipment	5,500	-	-		-	-
	Administrative SUV (5)	-	-	-		200,000	210,000
	Admin Vehicle Equipment	-	-	-		10,000	10,500
	Mobile Data Terminals	-	-	-		35,000	-
Total		1,011,700	-	-	29,613	1,060,200	1,077,600

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 700 Police
Unit 01 Civilian

Full Time Employees	23
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	942,325	1,043,706		1,043,706	416,633	1,050,154
000-1-104 FICA	69,359	79,844		79,844	30,764	80,337
000-1-105 Medical & Life Insurance	166,954	179,446		179,446	91,965	205,988
000-1-106 PERS	90,185	89,434		89,434	36,463	90,014
000-1-110 Uniform Allowance	552	600		600	567	600
000-1-111 Dental & Optical Insurance	9,868	12,029		12,029	5,143	11,178
000-1-112 Employee Insurance Cont.	(23,895)	(26,082)		(26,082)	(8,753)	(25,875)
Total Personal Services	1,255,348	1,378,977	-	1,378,977	572,782	1,412,396
Contractual Services						
000-2-226 Insurance - WC & UC	15,289	23,759		23,759	8,641	21,551
Total Contractual Services	15,289	23,759	-	23,759	8,641	21,551
Contributions & Other						
000-5-568 Other Contributions	60,000	60,000		60,000	30,000	60,000
Total Contributions & Other	60,000	60,000	-	60,000	30,000	60,000
Total Police - Civilian	1,330,637	1,462,736	-	1,462,736	611,423	1,493,947

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 700 Police
Unit 01 Civilian

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Assistant to the Chief	E/119	1
Domestic Violence Coordinator	N-COMP/113	1
Animal Control Officer	N-COMP/110	2
Police Supply Technician	N-OT/107	1
Evidence Technician	N-OT/110	1
Office Support Specialist	N-OT/107	16
Administrative Assistant I	N-COMP/109	1
Total		23

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Assistant to the Chief	E/119	1
Domestic Violence Coordinator	N-COMP/113	1
Animal Control Officer	N-COMP/110	2
Police Supply Technician	N-OT/107	1
Evidence Technician	N-OT/110	1
Office Support Specialist	N-OT/107	16
Administrative Assistant I	N-COMP/109	1
Total		23

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	893,040
Irregular Part Time (IPT)	50,000
Overtime	100,666
Tool Allowance	-
Total	1,043,706

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	898,835
Irregular Part Time (IPT)	50,000
Overtime	101,319
Tool Allowance	-
Total	1,050,154

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 700 Police
Unit 03 Charleston Leadership Council on Public Safety

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-568	Other Contributions	-	2,000		2,000	-	2,000
Total Contributions & Other		-	2,000	-	2,000	-	2,000
Total Charleston Leadership Council on Public Safety		-	2,000	-	2,000	-	2,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 700 Police - Uniformed
Unit 93 Retiree Health Benefits

Police Retiree Count	181
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-105	Medical & Life Insurance	3,034,384	3,000,000		3,000,000	947,147	3,100,000
000-1-111	Dental & Optical Insurance	98,600	115,000		115,000	50,102	105,000
000-1-112	Employee Insurance Cont.	(322,462)	(325,000)		(325,000)	(159,640)	(325,000)
Total Personal Services		2,810,522	2,790,000	-	2,790,000	837,609	2,880,000
Total Retiree Health Benefits		2,810,522	2,790,000	-	2,790,000	837,609	2,880,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 706 Fire
Unit 00 Uniformed

Full Time Employees	169
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	10,184,090	11,080,799		11,080,799	5,285,867	11,404,646
000-1-104	FICA	145,925	160,672		160,672	77,202	165,367
000-1-105	Medical & Life Insurance	1,228,546	1,318,538		1,318,538	675,793	1,513,564
001-1-107	MPFRS	364,813	415,000		415,000	250,764	520,000
000-1-107	Pre-2011 Pension Benefits	4,690,000	4,585,000		4,585,000	2,710,718	4,600,000
003-1-107	Post-2011 Pension Benefits	3,083,934	3,795,000		3,795,000	2,192,776	4,165,000
000-1-110	Uniform Allowance	98,722	169,150		169,150	146,725	169,150
000-1-111	Dental & Optical Insurance	90,564	88,387		88,387	45,994	82,134
000-1-112	Employee Insurance Cont.	(222,850)	(191,646)		(191,646)	(97,430)	(190,125)
Total Personal Services		19,663,744	21,420,900	-	21,420,900	11,288,409	22,429,736
Contractual Services							
000-2-211	Telephone	50,350	58,000		58,000	19,280	58,000
000-2-212	Printing	572	1,000		1,000	635	1,000
000-2-213	Utilities	182,539	174,400	18,600	193,000	63,290	195,000
000-2-214	Travel	11,977	21,000		21,000	1,643	21,000
000-2-215	Mtce & Repair - Bldg/Ground	41,430	23,000		23,000	7,738	29,000
000-2-216	Mtce & Repair - Equipment	50,679	116,700		116,700	56,833	116,700
000-2-217	Mtce & Repair - Auto/Truck	11,246	10,000		10,000	1,233	13,500
000-2-219	Building & Equipment Rent	6,934	11,000		11,000	4,640	11,000
000-2-220	Advertising & Legal Pub	3,417	2,500		2,500	-	2,500
000-2-221	Training	77,807	100,000		100,000	68,149	115,000
000-2-222	Dues & Subscriptions	6,070	6,000		6,000	1,776	6,400
000-2-223	Professional Services	65,061	72,500		72,500	29,159	78,000
000-2-226	Insurance - WC & UC	214,648	174,577		174,577	63,493	158,353
000-2-230	Contracted Services	61,851	45,420		45,420	23,215	45,420
000-2-234	Fire Hydrant Rental	152,174	160,000		160,000	66,336	168,000
Total Contractual Services		936,755	976,097	18,600	994,697	407,420	1,018,873
Commodities							
000-3-341	Materials & Supplies	411,061	500,000		500,000	219,423	550,000
000-3-342	Fire Investigation	608	2,500		2,500	-	2,500
000-3-345	Uniforms	117,650	107,700	46,000	153,700	4,433	204,000
000-3-356	Fire Prevention	5,559	6,000		6,000	2,312	7,500
Total Commodities		534,878	616,200	46,000	662,200	226,168	764,000
Total Fire - Uniformed		21,135,377	23,013,197	64,600	23,077,797	11,921,997	24,212,609

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 706 Fire
Unit 00 Uniformed

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Fire Chief	E/132	1
Uniformed Members	var	168
Total		169

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Fire Chief	E/132	1
Uniformed Members	var	168
Total		169

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	9,596,763
Irregular Part Time (IPT)	-
Overtime	1,484,036
Tool Allowance	-
Total	11,080,799

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	9,646,900
Irregular Part Time (IPT)	-
Overtime	1,757,746
Tool Allowance	-
Total	11,404,646

**City of Charleston
Municipal Budget
FY 2024**

Projected Capital Equipment Acquisitions

Unit #	Equipment	FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
	Ambulance	510,000	-	-		561,000	306,000
	Ambulance Equipment	5,250	-	-		5,500	2,750
	Administrative SUV (2)	90,000	-	-		47,500	100,000
	Admin Vehicle Equipme	15,000	-	-		8,000	20,000
	Fire Hose & Nozzles	30,000	-	-		32,000	34,000
	Mobile Data Terminals	25,000	-	-		27,500	30,000
	Thermal Image Camera	12,000	-	-		-	14,000
	Radios	25,000	-	-		26,000	28,000
	Air Packs (5)	40,000	-	-		42,000	44,000
	Spare Air Cylinders (10)	10,000	-	-		10,500	11,000
	Heart Monitor	76,000	-	-		80,000	-
	Power Cot (2)	56,000	-	-		59,000	31,000
	Stair Chair (5)	-	-	-		-	23,000
	Lucas Device	18,000	-	-		19,000	20,000
	Dive Equipment	25,000	-	-		-	-
	Extrication Tools	20,000	-	-		-	-
	Rescue Manikins	3,750	-	-		-	-
451	Pumper Truck	955,000	-	-		-	-
413	Rescue Boat	28,000	-	-		-	-
452	Pumper Truck	-	-	-		1,050,500	-
456	Ladder/Pumper Truck	-	-	-		-	1,848,000
	Interceptor SUV (2)	-	-	-		90,000	-
	Interceptor Equipment	-	-	-		20,000	-
	Bunker Gear Washer (2)	-	-	-		17,000	18,000
Total		1,944,000	-	-	206,205	2,095,500	2,529,750

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 706 Fire
Unit 01 Civilian

Full Time Employees	2
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	97,050	103,431		103,431	34,226	98,625
000-1-104 FICA	7,169	7,912		7,912	2,519	7,545
000-1-105 Medical & Life Insurance	14,518	15,604		15,604	7,997	17,912
000-1-106 PERS	9,385	9,309		9,309	3,038	8,876
000-1-111 Dental & Optical Insurance	857	1,046		1,046	447	972
000-1-112 Employee Insurance Cont.	(1,947)	(2,268)		(2,268)	(729)	(2,250)
Total Personal Services	127,032	135,034	-	135,034	47,498	131,680
Contractual Services						
000-2-226 Insurance - WC & UC	1,330	2,066		2,066	751	1,874
Total Contractual Services	1,330	2,066	-	2,066	751	1,874
Total Fire	128,362	137,100	-	137,100	48,249	133,554

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 706 Fire
Unit 01 Civilian

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Assistant to the Chief	E/119	1
Office Support Specialist	N-OT/107	1
Total		2

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Assistant to the Chief	E/119	1
Logistics Specialist	N-OT/110	1
Total		2

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	103,431
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	103,431

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	95,625
Irregular Part Time (IPT)	-
Overtime	3,000
Tool Allowance	-
Total	98,625

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 706 Fire - Uniformed
Unit 93 Retiree Health Benefits

Fire Retiree Count	188
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-105	Medical & Life Insurance	3,119,199	3,700,000		3,700,000	1,127,566	3,800,000
000-1-111	Dental & Optical Insurance	112,687	120,000		120,000	69,546	145,000
000-1-112	Employee Insurance Cont.	(365,148)	(365,000)		(365,000)	(180,379)	(365,000)
Total Personal Services		2,866,738	3,455,000	-	3,455,000	1,016,733	3,580,000
Total Retiree Health Benefits		2,866,738	3,455,000	-	3,455,000	1,016,733	3,580,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 712 Traffic Engineering
Unit 00 Administrative

Full Time Employees	10
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	419,337	446,377	5,000	451,377	218,052	469,157
000-1-104	FICA	30,804	34,148		34,148	16,202	35,891
000-1-105	Medical & Life Insurance	72,580	78,020		78,020	39,968	89,560
000-1-106	PERS	41,356	40,174		40,174	19,253	41,774
000-1-111	Dental & Optical Insurance	7,301	5,230		5,230	1,839	4,860
000-1-112	Employee Insurance Cont.	(12,032)	(11,340)		(11,340)	(4,961)	(11,250)
Total Personal Services		559,346	592,609	5,000	597,609	290,353	629,992
Contractual Services							
000-2-213	Utilities	215,821	185,000	19,400	204,400	80,056	205,000
000-2-214	Travel	-	2,000		2,000	-	2,000
000-2-215	Mtce & Repair - Bldg/Ground	194	1,000		1,000	-	1,000
000-2-216	Mtce & Repair - Equipment	9,542	15,000		15,000	6,774	15,000
000-2-217	Mtce & Repair - Auto/Truck	20	500		500	-	500
000-2-218	Postage	93	300		300	113	300
000-2-219	Building & Equipment Rent	2,239	3,000		3,000	1,067	3,000
000-2-221	Training	-	1,000		1,000	-	1,000
000-2-222	Dues & Subscriptions	180	260		260	86	260
000-2-223	Professional Services	-	200		200	-	200
000-2-226	Insurance - WC & UC	5,386	10,330		10,330	3,757	9,370
000-2-230	Contracted Services	487,327	500,000		500,000	215,408	500,000
Total Contractual Services		720,802	718,590	19,400	737,990	307,261	737,630
Commodities							
000-3-341	Materials & Supplies	175,324	170,000		170,000	74,805	204,000
000-3-345	Uniforms	3,871	6,000		6,000	3,567	6,000
Total Commodities		179,195	176,000	-	176,000	78,372	210,000
Total Traffic Engineering		1,459,343	1,487,199	24,400	1,511,599	675,986	1,577,622

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 712 Traffic Engineering
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Director - Traffic Operations	E/119	1
Traffic Signal Crew Leader	N-OT/113	1
Traffic Signal Specialist	N-OT/110	3
Traffic Sign Crew Leader	N-OT/113	1
Traffic Sign Specialist	N-OT/108	3
Administrative Assistant I	N-OT/109	1
Total		10

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Director - Traffic Operations	E/119	1
Traffic Signal Crew Leader	N-OT/113	1
Traffic Signal Specialist	N-OT/110	3
Traffic Sign Crew Leader	N-OT/113	1
Traffic Sign Specialist	N-OT/108	3
Administrative Assistant I	N-OT/109	1
Total		10

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	433,794
Irregular Part Time (IPT)	5,000
Overtime	12,583
Tool Allowance	-
Total	451,377

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	451,073
Irregular Part Time (IPT)	5,000
Overtime	13,084
Tool Allowance	-
Total	469,157

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
	Traffic Signal Equipment	11,000	-	-	-	11,500	12,000
292	Utility Vehicle	44,000	-	-	-	-	-
72	Pickup, Reg Cab	65,000	-	-	-	-	-
292	Van, Cargo	42,000	-	-	-	-	-
NEW	Pickup, Reg Cab	65,000	-	-	-	-	-
73	Pickup, Reg Cab	-	-	-	-	-	65,000
Total		227,000	-	-	-	11,500	77,000

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 716 Homeland Security - Emergency Management
Unit 00 Administrative

Full Time Employees	1
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	-	83,699		83,699	-	83,699
000-1-104 FICA	-	6,403		6,403	-	6,403
000-1-105 Medical & Life Insurance	7,259	7,802		7,802	3,998	8,956
000-1-106 PERS	-	7,533		7,533	-	7,533
000-1-111 Dental & Optical Insurance	429	523		523	224	486
000-1-112 Employee Insurance Cont.	-	(1,134)		(1,134)	-	(1,125)
Total Personal Services	7,688	104,826	-	104,826	4,222	105,952
Contractual Services						
000-2-211 Telephone	1,943	1,500		1,500	966	1,500
000-2-214 Travel	-	1,500		1,500	-	1,500
000-2-216 Mtce & Repair - Equipment	-	2,000		2,000	-	2,000
000-2-219 Building & Equipment Rent	3,432	4,000		4,000	-	4,000
000-2-221 Training	-	1,500		1,500	-	1,500
000-2-222 Dues & Subscriptions	502	1,700		1,700	1,275	1,700
000-2-226 Insurance - WC & UC	665	1,033		1,033	376	937
Total Contractual Services	6,542	13,233	-	13,233	2,617	13,137
Commodities						
000-3-341 Materials & Supplies	2,449	2,700		2,700	1,153	2,700
Total Commodities	2,449	2,700	-	2,700	1,153	2,700
Total Homeland Security - Emergency Management						
	16,679	120,759	-	120,759	7,992	121,789

Fund	001 General Fund
Department	716 Homeland Security - Emergency Management
Unit	00 Administrative

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Dir. of Emergency Mgmt	E/129	1
Total		1

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Dir. of Emergency Mgmt	E/129	1
Total		1

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	83,699
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	83,699

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	83,699
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	83,699

		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Unit #	Equipment						
Total		-	-	-	-	-	-

Page | 349 of 349

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 750 Streets
Unit 00 Administrative

Full Time Employees	72
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	2,289,853	2,709,771		2,709,771	1,115,625	2,857,135
000-1-104 FICA	169,991	207,297		207,297	83,520	218,571
000-1-105 Medical & Life Insurance	522,640	561,744		561,744	287,809	644,832
000-1-106 PERS	227,317	243,879		243,879	100,314	257,142
000-1-111 Dental & Optical Insurance	21,412	37,656		37,656	11,427	34,992
000-1-112 Employee Insurance Cont.	(68,232)	(81,648)		(81,648)	(29,083)	(81,000)
Total Personal Services	3,162,981	3,678,699	-	3,678,699	1,569,612	3,931,672
Contractual Services						
000-2-211 Telephone	680	-		-	252	-
000-2-219 Building & Equipment Rent	5,717	10,000		10,000	3,148	10,000
000-2-221 Training	-	500		500	-	500
000-2-222 Dues & Subscriptions	608	400		400	150	400
000-2-226 Insurance - WC & UC	86,439	74,376		74,376	27,050	67,464
000-2-230 Contracted Services	5,691	1,000		1,000	580	1,000
Total Contractual Services	99,135	86,276	-	86,276	31,180	79,364
Commodities						
000-3-341 Materials & Supplies	278,249	370,000		370,000	150,483	370,000
000-3-345 Uniforms	26,837	32,400		32,400	21,853	32,400
000-3-359 Snow Removal Materials	398,834	200,000	140,000	340,000	193,272	400,000
Total Commodities	703,920	602,400	140,000	742,400	365,608	802,400
Total Streets	3,966,036	4,367,375	140,000	4,507,375	1,966,400	4,813,436

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 750 Streets
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Director of Street	E/121	1
Operations Manager	E/116	1
Street Crew Leader	N-OT/113	9
Welder	N-OT/111	1
Heavy Equipment Operator	N-OT/108	17
Dispatcher	N-OT/106	4
Truck Driver	N-OT/107	18
Street Maintenance Worker	N-OT/104	21
Total		72

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Director of Street	E/121	1
Operations Manager	E/116	1
Street Crew Leader	N-OT/113	9
Welder	N-OT/111	1
Heavy Equipment Operator	N-OT/108	17
Dispatcher	N-OT/106	4
Truck Driver	N-OT/107	18
Street Maintenance Worker	N-OT/104	21
Total		72

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	2,440,131
Irregular Part Time (IPT)	-
Overtime	269,640
Tool Allowance	-
Total	2,709,771

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	2,572,831
Irregular Part Time (IPT)	-
Overtime	284,304
Tool Allowance	-
Total	2,857,135

**City of Charleston
Municipal Budget
FY 2024**

Projected Capital Equipment Acquisitions

Unit #	Equipment	FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
88	Grader	425,000	-	-	-	-	-
45	Dump Truck	182,000	-	-	-	-	-
47	Dump Truck	182,000	-	-	-	-	-
69	Paver	100,000	-	-	-	-	-
84	Excavator	80,000	-	-	-	-	-
CH2	Chipper	60,000	-	-	-	-	-
CH4	Chipper	60,000	-	-	-	-	-
6	Truck, Pickup	45,000	-	-	-	-	-
34	Truck, Pickup	45,000	-	-	-	-	-
SP63	Snowblade	8,500	-	-	-	-	-
SP49	Snowblade	7,000	-	-	-	-	-
SP19x	Snowblade	7,000	-	-	-	-	-
SP19	Snowblade	7,000	-	-	-	-	-
A2	Arrow Board	5,500	-	-	-	-	-
83	Sweeper	-	-	-	-	300,000	-
86	Sweeper	-	-	-	-	300,000	-
44	Dump Truck	-	-	-	-	190,000	-
11	Truck, Pickup	-	-	-	-	48,000	-
A9	Arrow Board	-	-	-	-	6,000	-
15	Pumper Truck	-	-	-	-	-	425,000
42	Dump Truck	-	-	-	-	-	195,000
46	Dump Truck	-	-	-	-	-	195,000
51	Dump Truck	-	-	-	-	-	195,000
52	Dump Truck	-	-	-	-	-	195,000
53	Dump Truck	-	-	-	-	-	195,000
54	Dump Truck	-	-	-	-	-	195,000
25	Water Truck	-	-	-	-	-	170,000
76	Backhoe	-	-	-	-	-	145,000
7	Dump Truck	-	-	-	-	-	135,000
13	Construction Truck	-	-	-	-	-	95,000
16	Construction Truck	-	-	-	-	-	95,000
5	Truck, Pickup	-	-	-	-	-	50,000
A1	Arrow Board	-	-	-	-	-	6,250
A3	Arrow Board	-	-	-	-	-	6,250
Total		1,214,000	-	-	327,963	844,000	2,297,500

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 754 Equipment Maintenance
Unit 00 Administrative

Full Time Employees	19
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	755,757	790,954		790,954	353,126	842,715
000-1-104	FICA	56,121	60,508		60,508	26,412	64,468
000-1-105	Medical & Life Insurance	130,869	140,436		140,436	71,942	170,164
000-1-106	PERS	74,736	70,430		70,430	30,472	75,088
000-1-111	Dental & Optical Insurance	3,618	9,414		9,414	3,120	9,234
000-1-112	Employee Insurance Cont.	(25,616)	(20,412)		(20,412)	(10,583)	(21,375)
Total Personal Services		995,485	1,051,330	-	1,051,330	474,489	1,140,294
Contractual Services							
000-2-214	Travel	-	1,000		1,000	9	1,000
000-2-215	Mtce & Repair - Bldg/Ground	1,902	3,000		3,000	-	3,000
000-2-216	Mtce & Repair - Equipment	468,817	230,000	170,000	400,000	211,990	400,000
000-2-219	Building & Equipment Rent	4,220	4,200		4,200	2,304	4,200
000-2-221	Training	-	2,000		2,000	46	2,000
000-2-222	Dues & Subscriptions	6,460	8,000		8,000	4,850	8,000
000-2-223	Professional Services	24,146	10,000		10,000	22,655	10,000
000-2-226	Insurance - WC & UC	11,790	18,594		18,594	6,763	17,803
000-2-230	Contracted Services	5,619	13,000		13,000	3,218	13,000
Total Contractual Services		522,954	289,794	170,000	459,794	251,835	459,003
Commodities							
000-3-341	Materials & Supplies	920,066	975,000		975,000	490,973	975,000
000-3-343	Gas, Oil & Tires	1,103,786	1,050,000	250,000	1,300,000	624,778	1,300,000
000-3-345	Uniforms	7,421	8,100		8,100	6,374	8,550
Total Commodities		2,031,273	2,033,100	250,000	2,283,100	1,122,125	2,283,550
Total Equipment Maintenance		3,549,712	3,374,224	420,000	3,794,224	1,848,449	3,882,847

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 754 Equipment Maintenance
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Dep. Dir. of Fleet Services	E/121	1
Vehicle Mtce Crew Leader	N-OT/113	3
Service Writer	N-OT/108	1
Mechanic	N-OT/111	12
Inventory Technician	N-OT/106	1
Total		18

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Dep. Dir. of Fleet Services	E/121	1
Vehicle Mtce Crew Leader	N-OT/113	3
Service Writer	N-OT/108	1
Mechanic	N-OT/111	12
Inventory Technician	N-OT/106	1
Parts Room Assistant	N-OT/104	1
Total		19

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	724,132
Irregular Part Time (IPT)	-
Overtime	58,422
Tool Allowance	8,400
Total	790,954

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	772,029
Irregular Part Time (IPT)	-
Overtime	62,286
Tool Allowance	8,400
Total	842,715

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Total		-	-	-	24,253	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 800 Refuse & Recycling
Unit 00 Administrative

Full Time Employees	66
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services							
000-1-103	Salaries & Wages	2,096,260	2,349,065		2,349,065	1,056,010	2,519,171
000-1-104	FICA	155,256	179,703		179,703	79,330	192,717
000-1-105	Medical & Life Insurance	479,561	514,932		514,932	263,787	591,096
000-1-106	PERS	207,572	211,416		211,416	94,792	226,725
000-1-111	Dental & Optical Insurance	18,510	34,518		34,518	8,634	32,076
000-1-112	Employee Insurance Cont.	(69,319)	(74,844)		(74,844)	(27,745)	(74,250)
Total Personal Services		2,887,840	3,214,790	-	3,214,790	1,474,808	3,487,535
Contractual Services							
000-2-213	Utilities	393	-		-	93	-
000-2-214	Travel	2,743	2,400		2,400	1,550	2,400
000-2-216	Mtce & Repair - Equipment	-	2,000		2,000	-	2,000
000-2-219	Building & Equipment Rent	1,736	1,500		1,500	1,222	1,500
000-2-222	Dues & Subscriptions	378	100		100	110	100
000-2-226	Insurance - WC & UC	68,240	68,178		68,178	24,796	61,842
000-2-230	Contracted Services	206,061	150,000		150,000	58,163	150,000
Total Contractual Services		279,551	224,178	-	224,178	85,934	217,842
Commodities							
000-3-341	Materials & Supplies	346,368	65,000		65,000	22,305	65,000
000-3-345	Uniforms	25,298	29,700		29,700	28,152	29,700
Total Commodities		371,666	94,700	-	94,700	50,457	94,700
Total Refuse & Recycling		3,539,057	3,533,668	-	3,533,668	1,611,199	3,800,077

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 800 Refuse & Recycling
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Deputy Director of Refuse	E/121	1
Supervisor - Sanitation Services	E/116	1
Sanitation Crew Leader	N-OT/113	3
Heavy Equipment Operator	N-OT/108	1
Sanitation Driver	N-OT/107	24
Sanitation Worker	N-OT/105	36
Total		66

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Deputy Director of Refuse	E/121	1
Supervisor - Sanitation Services	E/116	1
Sanitation Crew Leader	N-OT/113	3
Heavy Equipment Operator	N-OT/108	1
Sanitation Driver	N-OT/107	24
Sanitation Worker	N-OT/105	36
Total		66

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	2,097,401
Irregular Part Time (IPT)	-
Overtime	251,664
Tool Allowance	-
Total	2,349,065

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	2,249,283
Irregular Part Time (IPT)	-
Overtime	269,888
Tool Allowance	-
Total	2,519,171

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
105	Truck, Packer	230,000	-	-	-	-	-
106	Truck, Packer	-	-	-	-	240,000	-
107	Truck, Packer	-	-	-	-	240,000	-
138	Pickup, Crew Cab	-	-	-	-	50,000	-
552	Pickup, Crew Cab	-	-	-	-	50,000	-
101	Truck, Packer	-	-	-	-	-	250,000
103	Truck, Packer	-	-	-	-	-	250,000
104	Truck, Packer	-	-	-	-	-	250,000
155	Truck, Packer	-	-	-	-	-	250,000
159	Truck, Packer	-	-	-	-	-	250,000
Total		230,000	-	-	111,240	580,000	1,250,000

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 803 Kanawha-Charleston Health Department
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-567	Contributions to Other Govt	100,000	100,000		100,000	50,000	100,000
Total Contributions & Other		100,000	100,000	-	100,000	50,000	100,000
Total Kanawha- Charleston Health Department		100,000	100,000	-	100,000	50,000	100,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 900 Parks & Recreation
Unit 00 Administrative

Full Time Employees	32
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	1,302,547	1,563,598		1,563,598	702,933	1,666,642
000-1-104 FICA	97,343	119,615		119,615	52,993	127,498
000-1-105 Medical & Life Insurance	225,287	241,862		241,862	123,984	286,592
000-1-106 PERS	107,514	115,524		115,524	48,304	121,018
000-1-111 Dental & Optical Insurance	9,319	16,213		16,213	9,574	15,552
000-1-112 Employee Insurance Cont.	(32,143)	(35,154)		(35,154)	(11,751)	(36,000)
Total Personal Services	1,709,867	2,021,658	-	2,021,658	926,037	2,181,302
Contractual Services						
000-2-211 Telephone	37,200	34,000		34,000	19,723	34,000
000-2-213 Utilities	465,908	375,000	38,600	413,600	169,120	413,600
000-2-214 Travel	-	2,500		2,500	-	2,500
000-2-215 Mtce & Repair - Bldg/Ground	50,070	39,000		39,000	2,910	99,000
000-2-216 Mtce & Repair - Equipment	7,982	15,000		15,000	7,017	23,000
000-2-219 Building & Equipment Rent	27,704	12,000		12,000	16,925	12,000
000-2-220 Advertising & Legal Pub	500	3,500		3,500	-	3,500
000-2-221 Training	1,400	5,000		5,000	6,890	5,000
000-2-222 Dues & Subscriptions	4,166	3,000		3,000	300	3,000
000-2-226 Insurance - WC & UC	35,977	32,023		32,023	11,647	29,984
000-2-230 Contracted Services	45,038	63,510		63,510	19,328	73,510
Total Contractual Services	675,945	584,533	38,600	623,133	253,860	699,094
Commodities						
000-3-341 Materials & Supplies	204,747	141,500		141,500	44,939	151,500
000-3-345 Uniforms	8,302	11,200		11,200	4,151	11,650
000-3-346 Resale Food	9,616	10,000		10,000	-	10,000
000-3-351 Athletic Supplies	8,571	12,000		12,000	335	12,000
000-3-354 Special Event Supplies	34,502	26,500		26,500	9,955	26,500
Total Commodities	265,738	201,200	-	201,200	59,380	211,650
Total Parks & Recreation	2,651,550	2,807,391	38,600	2,845,991	1,239,277	3,092,046

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 900 Parks & Recreation
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Dir. of Parks and Recreation	E/129	1
Manager Leisure Services	E/119	1
Maintenance Manager	E/119	1
Recreation Facilities Manager	E/119	1
Program Coordinator	N-COMP/113	6
Neighborhood Center Mngr.	N-COMP/112	1
Assistant Program Coordinator	N-OT/107	3
Office Support Specialist	N-OT/107	1
Parks and Rec Crew Leader	N-OT/113	2
Maintenance Worker	N-OT/107	6
Parks Maintenance Worker	N-OT/104	3
Custodian	N-OT/104	5
Total		31

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Dir. of Parks and Recreation	E/129	1
Manager Leisure Services	E/119	1
Maintenance Manager	E/119	1
Recreation Facilities Manager	E/119	1
Program Coordinator	N-COMP/113	6
Neighborhood Center Mngr.	N-COMP/112	1
Assistant Program Coordinator	N-OT/107	3
Office Support Specialist	N-OT/107	1
Parks and Rec Crew Leader	N-OT/113	2
Maintenance Worker	N-OT/107	6
Parks Maintenance Worker	N-OT/104	4
Custodian	N-OT/104	5
Total		32

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	1,226,075
Irregular Part Time (IPT)	280,000
Overtime	57,523
Tool Allowance	-
Total	1,563,598

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	1,284,383
Irregular Part Time (IPT)	322,000
Overtime	60,259
Tool Allowance	-
Total	1,666,642

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
	Cardio Equipment	50,000	-	-	-	50,000	-
301	Pickup	-	-	-	-	48,000	-
302	Utility Vehicle	-	-	-	-	32,000	-
337	Pickup	-	-	-	-	48,000	-
306	Pickup	-	-	-	-	-	45,000
308	Pickup	-	-	-	-	-	65,000
311	Pickup	-	-	-	-	-	45,000
321	Passenger Van	-	-	-	-	-	45,000
343	Pickup	-	-	-	-	-	60,000
Total		50,000	-	-	13,715	178,000	260,000

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 901 Convention & Visitors Bureau
Unit 00 Hotel/Motel Tax

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-568	Other Contributions	1,403,684	1,325,000		1,325,000	628,336	1,500,000
Total Contributions & Other		1,403,684	1,325,000	-	1,325,000	628,336	1,500,000

Total Convention & Visitors Bureau		1,403,684	1,325,000	-	1,325,000	628,336	1,500,000
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**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 903 Festivals
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-568	Other Contributions	280,000	257,000	100,000	357,000	55,000	337,000
Total Contributions & Other		280,000	257,000	100,000	357,000	55,000	337,000
Total Festivals		280,000	257,000	100,000	357,000	55,000	337,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 906 Arts & Humanities
Unit 00 Contributions

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Contributions to Other Funds	30,000	30,000		30,000	-	-
000-5-568	Other Contributions	85,000	85,000		85,000	35,000	85,000
Total Contributions & Other		115,000	115,000	-	115,000	35,000	85,000
Total Arts & Humanities		115,000	115,000	-	115,000	35,000	85,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 906 Arts & Humanities
Unit 01 Office of Public Art

Full Time Employees	1
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	53,506	57,309		57,309	26,753	57,309
000-1-104 FICA	3,832	4,384		4,384	1,890	4,384
000-1-105 Medical & Life Insurance	7,259	7,802		7,802	3,998	8,956
000-1-106 PERS	5,333	5,158		5,158	2,408	5,158
000-1-111 Dental & Optical Insurance	429	523		523	224	486
000-1-112 Employee Insurance Cont.	(1,161)	(1,134)		(1,134)	(924)	(1,125)
Total Personal Services	69,198	74,042	-	74,042	34,349	75,168
Contractual Services						
000-2-211 Telephone	-	600		600	-	600
000-2-214 Travel	-	2,000		2,000	-	2,000
000-2-219 Building & Equipment Rent	11,367	6,000		6,000	17,588	30,000
000-2-221 Training	-	250		250	-	250
000-2-222 Dues & Subscriptions	-	500		500	-	500
000-2-223 Professional Services	7,147	25,000		25,000	25,982	60,000
000-2-226 Insurance - WC & UC	665	1,033		1,033	376	937
Total Contractual Services	19,179	35,383	-	35,383	43,946	94,287
Commodities						
000-3-341 Materials & Supplies	4,846	7,000		7,000	3,996	7,000
Total Commodities	4,846	7,000	-	7,000	3,996	7,000
Total Arts & Humanities	93,223	116,425	-	116,425	82,291	176,455

Fund	001 General Fund
Department	906 Arts & Humanities
Unit	01 Office of Public Art

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Director of Public Art	E/119	1
Total		1

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Director of Public Art	E/119	1
Total		1

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	57,309
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	57,309

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	57,309
Irregular Part Time (IPT)	-
Overtime	-
Tool Allowance	-
Total	57,309

		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Unit #	Equipment						
Total		-	-	-	-	-	-

City of Charleston - FY 2024 Municipal Budget

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 910 Municipal Auditorium/Civic Center
Unit 01 CCCC Subsidy

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-566	Debt Service Subsidy	520,620	578,000	(44,494)	533,506	312,291	478,000
002-5-566	Operational Subsidy	719,767	900,000		900,000	202,000	900,000
Total Contributions & Other		1,240,387	1,478,000	(44,494)	1,433,506	514,291	1,378,000
Total Municipal Auditorium/Civic Center		1,240,387	1,478,000	(44,494)	1,433,506	514,291	1,378,000

City of Charleston
Municipal Budget
FY 2024

Fund 001 General Fund
Department 911 Charleston Area Alliance
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-568	Other Contributions	100,000	100,000		100,000	50,000	100,000
Total Contributions & Other		100,000	100,000	-	100,000	50,000	100,000
Total Charleston Area Alliance		100,000	100,000	-	100,000	50,000	100,000

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 916 Library
Unit 00 Administrative

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contributions & Other							
000-5-567	Contributions to Other Govt	956,202	956,202		956,202	478,101	972,892
Total Contributions & Other		956,202	956,202	-	956,202	478,101	972,892
Total Library		956,202	956,202	-	956,202	478,101	972,892

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 919 Stadium
Unit 00 Administrative

Full Time Employees	0
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Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Contractual Services							
000-2-213	Utilities	192,572	215,000	14,700	229,700	78,596	179,700
000-2-215	Mtce & Repair - Bldg/Ground	24,839	40,000		40,000	16,875	40,000
000-2-230	Contracted Services	23,195	25,000		25,000	300	25,000
Total Contractual Services		240,606	280,000	14,700	294,700	95,771	244,700
Commodities							
000-3-341	Materials & Supplies	4,841	25,000		25,000	5,732	15,000
Total Commodities		4,841	25,000	-	25,000	5,732	15,000
Total Stadium		245,447	305,000	14,700	319,700	101,503	259,700

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 952 Spring Hill Cemetery
Unit 00 Administrative

Full Time Employees	9
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Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Recommended
Personal Services						
000-1-103 Salaries & Wages	306,313	382,782		382,782	141,358	385,206
000-1-104 FICA	22,548	29,283		29,283	10,456	29,468
000-1-105 Medical & Life Insurance	57,748	62,416		62,416	32,104	80,604
000-1-106 PERS	29,562	30,238		30,238	12,722	34,669
000-1-111 Dental & Optical Insurance	5,517	4,184		4,184	1,096	4,374
000-1-112 Employee Insurance Cont.	(9,892)	(9,072)		(9,072)	(4,330)	(10,125)
Total Personal Services	411,796	499,831	-	499,831	193,406	524,196
Contractual Services						
000-2-211 Telephone	3,965	6,000		6,000	2,047	6,000
000-2-213 Utilities	12,535	10,000	1,225	11,225	4,874	13,000
000-2-214 Travel	-	1,000		1,000	-	1,000
000-2-215 Mtce & Repair - Bldg/Ground	1,277	1,500		1,500	808	1,500
000-2-216 Mtce & Repair - Equipment	-	4,000		4,000	246	4,000
000-2-219 Building & Equipment Rent	2,517	3,000		3,000	809	3,000
000-2-221 Training	-	600		600	-	600
000-2-222 Dues & Subscriptions	537	700		700	99	700
000-2-223 Professional Services	1,746	1,000		1,000	-	2,000
000-2-226 Insurance - WC & UC	4,309	8,264		8,264	3,006	8,433
000-2-230 Contracted Services	232,639	333,000		333,000	129,698	333,000
Total Contractual Services	259,525	369,064	1,225	370,289	141,587	373,233
Commodities						
000-3-341 Materials & Supplies	34,866	40,000		40,000	26,973	45,000
000-3-345 Uniforms	2,102	2,250		2,250	1,775	2,250
000-3-347 Resale Merchandise	15,869	15,000		15,000	10,988	15,000
000-3-358 Commissions	17,870	12,000		12,000	-	12,000
Total Commodities	70,707	69,250	-	69,250	39,736	74,250
Contributions & Other						
000-5-566 Contributions to Other Funds	26,963	18,000		18,000	4,875	18,000
Total Contributions & Other	26,963	18,000	-	18,000	4,875	18,000
Total Spring Hill Cemetery	768,991	956,145	1,225	957,370	379,604	989,679

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 952 Spring Hill Cemetery
Unit 00 Administrative

Authorized Full Time Positions & Salary Schedule

FY 2023 Current		
Title	FLSA/Paygrade	FTE
Superintendent	E/116	1
Business Manager	E/114	1
Cemetery Crew Leader	N-OT/113	1
Grounds Maintenance Worker	N-OT/104	4
Office Support Specialist	N-OT/107	1
Total		8

FY 2024 Recommended		
Title	FLSA/Paygrade	FTE
Superintendent	E/119	1
Business Manager	E/114	1
Cemetery Crew Leader	N-OT/113	1
Grounds Maintenance Worker	N-OT/104	4
Office Support Specialist	N-OT/107	1
Arborist	N-OT/113	1
Total		9

FY 2023 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	325,902
Irregular Part Time (IPT)	46,800
Overtime	10,080
Tool Allowance	-
Total	382,782

FY 2024 Recommended	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	373,649
Irregular Part Time (IPT)	-
Overtime	11,557
Tool Allowance	-
Total	385,206

Projected Capital Equipment Acquisitions

Unit # Equipment		FY 2024				FY 2025	FY 2026
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
201	Pickup, Reg Cab	45,000	-	-	-	-	-
211	Pickup, Reg Cab	45,000	-	-	-	-	-
207	Chipper	60,000	-	-	-	-	-
215	Mower, Walk Behind	9,000	-	-	-	-	-
202	Pickup, Reg Cab	-	-	-	-	48,000	-
122	Pickup, Dump Bed	-	-	-	-	-	60,000
212	Tractor	-	-	-	-	-	25,000
Total		159,000	-	-	33,476	48,000	85,000

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2024.

City of Charleston
MUNICIPAL BUDGET
July 1, 2023 - June 30, 2024

Section 6

Capital Projects Expenditures

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 975 General Government
Unit 00 Capital Outlay

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Proposed
Direct Purchase Equipment							
420-4-459	Engineering - General	-	61,000	23,500	84,500	-	42,000
421-4-459	MOECD	-	-		-	-	42,000
431-4-459	Mail Room	1,815	-		-	-	-
436-4-459	Building Commission	-	114,000	11,200	125,200	-	42,000
439-4-459	Information Systems	202,178	235,500	165,822	401,322	-	248,500
440-4-459	General Services	-	64,000	37,000	101,000	-	-
567-4-459	Public Grounds	43,828	15,000	29,776	44,776	16,604	192,000
Total Direct Purchase Equipment		247,821	489,500	267,298	756,798	16,604	566,500
Lease Payments							
412-4-461	City Manager	222	-		-	-	-
420-4-461	Engineering - General	11,597	8,704		8,704	5,798	5,811
436-4-461	Building Commission	7,273	2,411		2,411	2,411	-
437-4-461	Planning	4,821	2,411		2,411	2,411	-
440-4-461	General Services	44,427	31,599		31,599	22,214	11,604
567-4-461	Public Grounds	135,844	112,730		112,730	61,614	72,588
Total Lease Payments		204,184	157,855	-	157,855	94,448	90,003
Total General Government		452,005	647,355	267,298	914,653	111,052	656,503

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 976 Public Safety
Unit 00 Capital Outlay

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Proposed
Direct Purchase Equipment							
700-4-459	Police - Uniformed	593,674	795,000	318,901	1,113,901	32,638	1,011,700
706-4-459	Fire - Uniformed	532,798	3,046,400	1,014,039	4,060,439	209,892	1,944,000
712-4-459	Traffic Engineering	10,000	22,250		22,250	-	227,000
Total Direct Purchase Equipment		1,136,472	3,863,650	1,332,940	5,196,590	242,530	3,182,700
Lease Payments							
700-4-461	Police - Uniformed	376,840	194,039		194,039	180,680	91,713
706-4-461	Fire - Uniformed	385,747	283,651		283,651	147,975	206,205
712-4-461	Traffic Engineering	19,408	8,035		8,035	4,017	4,017
716-4-461	Emergency Services	5,811	5,811		5,811	2,906	5,811
Total Lease Payments		787,806	491,536	-	491,536	335,578	307,746
Total Public Safety		1,924,278	4,355,186	1,332,940	5,688,126	578,108	3,490,446

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 977 Streets & Transportation
Unit 00 Capital Outlay

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Proposed
Direct Purchase Equipment							
750-4-459	Street Department	589,770	822,900	200,500	1,023,400	-	1,214,000
754-4-459	Equipment Maintenance	-	77,000	19,000	96,000	-	-
Total Direct Purchase Equipment		589,770	899,900	219,500	1,119,400	-	1,214,000
Lease Payments							
750-4-461	Street Department	691,618	524,349		524,349	310,855	327,963
754-4-461	Equipment Maintenance	40,707	38,150		38,150	19,075	24,253
Total Lease Payments		732,325	562,499	-	562,499	329,930	352,216
Total Streets & Transportation		1,322,095	1,462,399	219,500	1,681,899	329,930	1,566,216

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 978 Health & Sanitation
Unit 00 Capital Outlay

Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Proposed
Direct Purchase Equipment						
800-4-459 Refuse & Recycling	91,975	866,000	897,497	1,763,497	-	230,000
Total Direct Purchase Equipment	91,975	866,000	897,497	1,763,497	-	230,000
Lease Payments						
800-4-461 Refuse & Recycling	383,729	222,908		222,908	158,058	111,240
Total Lease Payments	383,729	222,908	-	222,908	158,058	111,240
Total Health & Sanitation	475,704	1,088,908	897,497	1,986,405	158,058	341,240

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 979 Culture & Recreation
Unit 00 Capital Outlay

Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Proposed
Major Improvement						
900-4-458 Parks & Recreation	45,948	-		-	-	-
Total Major Improvements	45,948	-	-	-	-	-
Direct Purchase Equipment						
900-4-459 Parks & Recreation	10,395	112,000	108,366	220,366	-	-
Total Direct Purchase Equipment	10,395	112,000	108,366	220,366	-	-
Lease Payments						
900-4-461 Parks & Recreation	47,342	29,077		29,077	20,645	13,715
Total Lease Payments	47,342	29,077	-	29,077	20,645	13,715
Total Culture & Recreation	103,685	141,077	108,366	249,443	20,645	13,715

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 980 Social Services
Unit 00 Capital Outlay

Expense Object	FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Proposed
Direct Purchase Equipment						
952-4-459 Spring Hill Cemetery	-	-		-	-	209,000
Total Direct Purchase Equipment	-	-	-	-	-	209,000
Lease Payments						
952-4-461 Spring Hill Cemetery	43,380	41,294		41,294	20,647	33,476
Total Lease Payments	43,380	41,294	-	41,294	20,647	33,476
Total Social Services	43,380	41,294	-	41,294	20,647	242,476

**City of Charleston
Municipal Budget
FY 2024**

Fund 001 General Fund
Department 9** Capital Outlay
Unit 00 Capital Outlay

Expense Object		FY 2022 Actual	FY 2023 Original	FY 2023 YTD Amend.	FY 2023 Current	FY 2023 YTD Dec. Actual	FY 2024 Proposed
***-4-458	Major Improvement	45,948	-	-	-	-	-
***-4-459	Direct Purchase Equipment	2,076,433	6,231,050	2,825,601	9,056,651	259,134	5,402,200
***-4-461	Lease Payments	2,198,766	1,505,169	-	1,505,169	959,306	908,396
Total Capital Outlay		4,321,147	7,736,219	2,825,601	10,561,820	1,218,440	6,310,596

City of Charleston
MUNICIPAL BUDGET
July 1, 2023 - June 30, 2024

Section 7

Levy Rates

MUNICIPALITY OF CHARLESTON, WEST VIRGINIA
LEVY PAGE
REGULAR CURRENT EXPENSE LEVY
2023 - 2024

Current Year	Column E		Taxes Levied
	Certificate of Valuation	Levy	
	Assessed Value for Tax Purposes	Rate/\$100	
Class I			
Personal Property	\$ 0	12.43	\$ 0
Public Utility	0		0
Total Class I	<u>\$ 0</u>		<u>\$ 0</u>
Class II			
Real Estate	\$ 1,389,971,060	24.86	\$ 3,455,468
Personal Property	387,138		962
Total Class II	<u>\$ 1,390,358,198</u>		<u>\$ 3,456,430</u>
Class IV			
Real Estate	\$ 1,068,923,160	49.72	\$ 5,314,686
Personal Property	590,161,253		2,934,282
Public Utility	326,230,135		1,622,016
Total Class IV	<u>\$ 1,985,314,548</u>		<u>\$ 9,870,984</u>
Total Value & Projected Revenue	<u><u>\$ 3,375,672,746</u></u>		<u><u>\$ 13,327,414</u></u>
Less Delinquencies, Exonerations & Uncollectable Taxes		6.00%	799,645
Less Tax Discounts (use Total Proj. Rev. Less Delinquencies to calculate)		1.50%	187,917
Less Allowance for Tax Increment Financing if Applicable - see worksheet (Subtracted from regular current expense taxes levied only)			0
Total Projected Property Tax Collection			<u>12,339,852</u>
Less Assessor Valuation Fund (Subtracted from regular current expense taxes levied only)		2.00%	246,797
Net Amount to be Raised by Levy of Property Taxes For Budget Purposes (Amount carries to #301-01 on GF REV tab)		 \$	<u>12,093,055</u>

MUNICIPALITY OF CHARLESTON, WEST VIRGINIA
ALLOWANCE FOR TAX INCREMENT FINANCING
REGULAR CURRENT EXPENSE LEVY
2023 - 2024

Current Year	Column C Roll Back Value Form	Levy Rate/\$100	Taxes Levied
Class I			
Personal Property	\$ <u> 0</u>	12.43	\$ <u> 0</u>
Public Utility	<u> 0</u>		<u> 0</u>
Total Class I	\$ <u> 0</u>		\$ <u> 0</u>
Class II			
Real Estate	\$ <u> 0</u>	24.86	\$ <u> 0</u>
Personal Property	<u> 0</u>		<u> 0</u>
Total Class II	\$ <u> 0</u>		<u> 0</u>
			\$
Class IV			
Real Estate	\$ <u> 0</u>	49.72	\$ <u> 0</u>
Personal Property	<u> 0</u>		<u> 0</u>
Public Utility	<u> 0</u>		<u> 0</u>
Total Class IV	\$ <u> 0</u>		<u> 0</u>
Total Value & Projected Revenue	\$ <u> 0</u>	(Gross)	\$ <u> 0</u>
Less Delinquencies, Exonerations & Uncollectable Taxes		<u> 6.00%.....</u>	<u> 0</u>
Less Tax Discounts		<u> 1.50%.....</u>	<u> 0</u>
Allowance For Tax Increment Financing			
(This amount carries to the worksheet above)		<u> </u>	<u> 0</u>

MUNICIPALITY OF CHARLESTON, WEST VIRGINIA
EXCESS LEVY PAGE
General Excess Levy
2023 - 2024

	Column E Certificate of Valuation <u>Assessed Value for Tax Purposes</u>	<u>Levy Rate/\$100</u>	<u>Taxes Levied</u>
Current Year			
Class I			
Personal Property	\$ 0	5.03	\$ 0
Public Utility	0		0
Total Class I	\$ 0		\$ 0
Class II			
Real Estate	\$ 1,389,971,060	10.06	\$ 1,398,311
Personal Property	387,138		389
Total Class II	\$ 1,390,358,198		\$ 1,398,700
Class IV			
Real Estate	\$ 1,068,923,160	20.12	\$ 2,150,673
Personal Property	590,161,253		1,187,404
Public Utility	326,230,135		656,375
Total Class IV	\$ 1,985,314,548		\$ 3,994,452
Total Value & Projected Revenue	\$ 3,375,672,746		5,393,152
Less Delinquencies, Exonerations & Uncollectable Taxes		6.00%	323,589
Less Tax Discounts		1.50%	76,043
Net Amount to be Raised by Levy For Budget Purposes:			4,993,520
Included in the General Fund "Yes or No"			Yes
IF EXCESS LEVY IS INCLUDED IN GENERAL FUND, (and you enter yes to indicate that)			
this total will carry to the GF REV tab in account # 301-90:			
			\$ 4,993,520

**City of Charleston
MUNICIPAL BUDGET
July 1, 2023 - June 30, 2024**

Appendix A

Health Plan Premium Summary

**City of Charleston
Municipal Budget
Health Plan Premium Summary
Fiscal Year 2024**

Active Employee Premium		
PEIA Plan A		
Monthly Premium¹	Standard	Non-Tobacco
Employee Only	108.00	83.00
Employee + Children	200.00	150.00
Family	227.00	177.00
PEIA Plan C		
Monthly Premium¹	Standard	Non-Tobacco
Employee Only	68.00	43.00
Employee + Children	103.00	53.00
Family	139.00	89.00

Retiree Premium		
All Non-Uniform Retirees & Uniform Retirees Hired On or After 7/1/1984		
Monthly Premium	Standard	Non-Tobacco
Pre-65		
Retiree Only	207.83	188.52
Retiree & Spouse	320.08	292.50
Family	454.48	411.67
Post-65 (Medicare)		
Retiree (M)	100.97	92.16
Retiree (M) & Spouse (M)	125.09	96.41
Retiree & Spouse (M)	228.99	200.30
Retiree (M) & Spouse	228.99	200.30
Uniform Retirees Hired Prior to 7/1/1984		
Monthly Premium	Standard	Non-Tobacco
Pre-65		
Retiree Only	186.15	161.87
Retiree & Spouse	275.40	239.48
Family	280.20	243.65
Post-65 (Medicare)		
Retiree (M)	100.97	92.16
Retiree (M) & Spouse (M)	125.09	96.41
Retiree & Spouse (M)	152.53	132.63
Retiree (M) & Spouse	205.66	178.83

Dental/Vision Plan Premium		
Active & Retiree		
Monthly Premium	Standard	Enhanced
Employee Only	3.40	6.75
Family	7.71	16.08

¹ Active Employee PEIA premiums are split across 2 pay checks per month. In months with 3 pay checks, the 3rd check will not deduct premium.

Disclaimer: This is a summary of the plan coverages. Any conflict between this table and the actual insurance policy, the policy provision will prevail.