CITY OF CHARLESTON
West Virginia

Council Member – 12th WARD

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

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

AGENDA
FINANCE COMMITTEE MEETING
Tuesday, January 16, 2024
6:30 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 1-3-2024

II. RESOLUTIONS:

a. Resolution No. 921-24 - Authorizing the Mayor or City Manager to execute the Memorandum of Understanding relating to the transfer of assets from Mountain View Memorial Park Company to the City of Charleston.

b. Resolution No. 922-24 - Authorizing the Mayor or City Manager to enter into a contract with Brewer and Company of West Virginia, Inc. to repair and replace standpipes at the Cinemas Parking Garage.

c. Resolution No. 923-24 - Authorizing the Finance Director to establish special revenue fund 027 as the Opioid Settlement fund to be used to receive and expend any amounts received under the West Virginia statewide settlement agreements relating to opioid-related claims, and amending the purpose of fund 097, CARE Office fund by removing the provisions related to receiving and expending of opioid settlement funds.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., JANUARY 3, 2024
AV ROOM #308, CITY HALL

Brent Burton, Vice Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., January 3, 2024.

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

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

Absent:
Joseph Jenkins, Chair

Other Councilmembers present:
Chelsea Steelhammer
Emmett Pepper
Frank Annie
Bruce King
Beth Kerns

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Noore asked for unanimous consent to dispense with the reading of the minutes for the December 18, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 919-24 – Authorizing the Mayor or City Manager to enter into a settlement agreement with Fidelity and Deposit Company of Maryland, as surety of Waterline Systems, Inc., for the full proceeds of a bid bond, totaling $27,463.00, resulting from the failure of Waterline System Inc. to fulfill its bid for the procurement of a fire boat.

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

The Mayor or City Manager is authorized to enter into a settlement agreement with Fidelity and Deposit Company of Maryland, as surety of Waterline Systems, Inc., for the full proceeds of a bid bond, totaling $27,463.00, resulting from the failure of Waterline System Inc. to fulfill its bid for the procurement of a fire boat.

City Manager, Ben Mishoe, added that the City entered into a contract with Waterline System Inc. for the purchase of a fire boat. The company then informed the City that they would not be able to fulfill the purchase, and the City sought damages for the difference between that purchase and price to purchase the boat from a different company. Mishoe added that with the bid bond, the amount of $27,463.00 would be the most that the City would be able to collect even though it was not the full difference.

Councilmember Moore moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 919-24 approved.

Councilmember Moore motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 921-24

Introduced in Council: Adopted by Council:

January 16, 2024 ____________

Introduced by: Referred to:

Joe Jenkins Finance

Resolution No. 921-24 - Authorizing the Mayor or City Manager to execute the Memorandum of Understanding between the City of Charleston and Mountain View Memorial Park Company, attached hereto as exhibit A, relating to the transfer of assets, including both real and personal property, from Mountain View Memorial Park Company to the City of Charleston and to take all necessary steps to complete the closing of the asset transfer.

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

That the Council for the City of Charleston authorizes the Mayor or City Manager to execute the Memorandum of Understanding between the City of Charleston and Mountain View Memorial Park Company, attached hereto as exhibit A, relating to the transfer of assets, including both real and personal property, from Mountain View Memorial Park Company to the City of Charleston and to take all necessary steps to complete the closing of the asset transfer. The City Council specifically acknowledges that the Spring Hill Cemetery Park Commission has recommended the execution of the Memorandum of Understanding and transfer of the assets. For the avoidance of doubt, City Council specifically authorizes the Mayor or City Manager to take any legal actions necessary to transfer, close, and consolidate the perpetual care trust currently managed by Mountain View Memorial Park Company to the City of Charleston and into the Spring Hill Combined Endowment Fund, Inc.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, is made and entered into as of the ___ day of ______________, 2023, by and among **THE CITY OF CHARLESTON**, a municipal corporation and political subdivision of the State of West Virginia, with an address of 501 Virginia Street East, Charleston, West Virginia 25301 ("City"); and **MOUNTAIN VIEW MEMORIAL PARK COMPANY**, a West Virginia corporation, with an address of 124 Virginia Street East, Charleston, West Virginia 25301 ("Mountain View").

WHEREAS, City has entered into negotiations with Mountain View for the transfer of property, real and otherwise, owned by Mountain View, more particularly described herein on **Exhibit A** (the "Assets");

The parties agree that the key terms of the transfer shall be:

1. Assets. At Closing, all assets owned by Mountain View, including but not limited to all Real Property and improvements thereon owned by Mountain View, equipment, inventory, accounts receivable, vehicles, trailers, all records whether paper or electronic, and the entirety of its perpetual care trust will be transferred to the City of Charleston, or a subdivision thereof of its choosing ("City") with the exception of the excess working capital (defined as current assets in excess of current liabilities) and investments ("Excluded Assets"). All Assets owned by Mountain View excluding the Excluded Assets shall constitute the "Assets." The Excluded Assets were $5,981.00 and $200,751.00, respectively, as of June 30, 2022. The final amounts of the Excluded Assets shall be determined by Mountain View as of the Closing Date. The City shall acquire what is known as the "Sears Terrace" between Terrace 1 and 3, but shall reserve said space for the Sears Family.

2. Documents to be Provided by Mountain View. Within five (5) business days from the date of this Memorandum of Understanding, Mountain View shall provide City any and all documents and information related to the Assets, including but not limited to ("Required Documents"):

(a) A full list of any and all assets;

(b) Financial statements for Mountain View for the prior two fiscal years;

(c) Any and all information on the real property including appraisals, surveys, property condition reports, or environmental surveys;

(d) All burial records whether recorded in software program or paper records;

(e) All training materials associated with any software programs used;

(f) A list of any outstanding payments for cemetery lots;

(g) All information on the perpetual care trust, including the trust documents and bank statements;

(h) A list of all cemetery lots owned by Mountain View that must be inventoried and pre-numbered by Mountain View.

3. Due Diligence Period. The Due Diligence Period shall begin on the date Mountain View provides City the Required Documents and the Due Diligence Period shall last for a period of thirty (30) days, unless otherwise agreed to by the parties. The City shall be responsible for a title search and surveying the Real Property and obtaining any needed subdivision at its own expense and if the City so desires.

4. Closing Date. The transfer of the Assets from Mountain View to City shall occur on or before Forty-Five (45) days from the beginning of the Due Diligence Period.

5. Requirements for Closing. The parties shall enter into a written purchase and sale agreement that provides for usual and customary representations and warranties, covenants, and other terms and conditions as may be required by the City or its counsel. At Closing, both parties shall execute all documents necessary to effectuate the intent of this Memorandum of Understanding, including but not limited to a deed and bill of sale, and shall provide evidence that the seller has proper authority and approval to enter into the transaction.

6. Contingent Transfer. The transfer of Assets is contingent and subject to approval by the City Council of Charleston, West Virginia ("City Council"). If the City Council does not approve the transfer of Assets between City and Mountain View, this Memorandum of Understanding shall be immediately terminated. The transfer of the perpetual care trust shall be contingent and subject to court approval, should such approval be deemed necessary by the City.

7. Effect of Transfer of Assets. Upon Closing of the transfer of the Assets, City shall assume responsibility and liability for the Assets. All operating costs and overhead associated with the Assets shall become the responsibility of City.

8. Operations. Upon Closing, City shall take over operations of the Assets. City shall use reasonable efforts to sell all remaining cemetery lots transferred from Mountain View.

9. Payments. After Closing, City shall notify Mountain View within five (5) business days of the sale or use of every cemetery lot transferred from Mountain View to City. City shall pay to Mountain View an amount equal to fifty percent (50%) of the current market price of each cemetery lot sold or used as determined by Seller's most current cemetery lot pricing list ("Payments"). The Payments will apply only to those cemetery plots inventoried and pre-numbered as of the Closing Date and transferred to City from Mountain View. The list of lots will be listed on a spread sheet, not necessarily in the electronic version or the manual card system.

10. Receipt of Payments. If Mountain View intends to wind down its operations or dissolve its entity, or in any way would no longer be able to receive the Payments directly, Mountain View shall create a trust or other entity that is capable to accept the Payments and shall provide written notice to the City designating where future Payments should be sent.

11. Taxes and Insurance. Prior to the Closing Date, Mountain View shall pay all applicable taxes on the Assets and maintain all applicable insurance policies on the Assets. The City makes no representations as to the tax exempt nature of this transaction or any other donations to the City.

12. Entire Agreement. This Memorandum of Understanding, and any amendments thereto, constitutes the entire agreement of the parties with regard to this matter and it supersedes all previous written or oral representations, agreements and understanding between the parties, whether express or implied.

WITNESS the following signatures and seals.

THE CITY OF CHARLESTON, a West Virginia municipal corporation

____
By: ______________________
Its: ______________________
Date: ______________________

MOUNTAIN VIEW MEMORIAL PARK COMPANY, a West Virginia corporation

____
By: Brent W. Sears
Its: President
Date: 12-18-2023

Resolution No. 922-24

Introduced in Council:

January 16, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 922-23 – Authorizing the Mayor or City Manager to enter into a contract with Brewer and Company of West Virginia, Inc. to repair and replace standpipes at the Cinemas Parking Garage in the amount of $51,900.00, where the price was determined through a competitive bidding process.

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

That the Mayor or City Manager can enter into a contract with Brewer and Company of West Virginia, Inc. to repair and replace standpipes at the Cinemas Parking Garage in the amount of $51,900.00.

Fire Protection Contractors
BREWER
& COMPANY OF WV, INC.

November 29, 2023

Re: Company Stockholders

To Whom it May Concern:

Brewer & Company of WV, Inc. is an employee-owned company.

Sincerely,

Douglas P. Meeks
President

3601 7th Avenue • Charleston, WV 25387 | P.O. Box 3108 • Charleston, WV 25331
Ph. 304.744.5314 • Fax 304.744.4899 • www.brewerfire.com • WV001124

WV-73
Approved / April 30, 2020

State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
***West Virginia Code* §21-1D-5**

I, Wayne Taylor, after being first duly sworn, depose and state as follows:

1. I am an employee of Brewer & Company of WV, Inc.; and,
(Company Name)

2. I do hereby attest that Brewer & Company of WV, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code*** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Wayne Taylor

Signature:

Title: Contract Representative

Company Name: Brewer & Company of WV, Inc.

Date: November 29, 2023

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 29th day of November, 2023.

By Commission expires March 28, 2027

(Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JILL M. MORRIS
5180 Coal River Rd.
Tornado, WV 25202
My Commission Expires March 28, 2027

(Notary Public)

Rev. July 7, 2017

CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By singing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: Brewer & Company of WV. Inc.

Authorized Signature: [signature] Date: 11/30/23

Wayne Taylor Contract Representative
(Printed Name and Title)

State of WV

County of Kanawha, to wit:

Taken, subscripted, and sworn before me this 29th day of November, 20 23.

[SEAL]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JILL M. MORRIS
5180 Coal River Rd.
Tornado, WV 25202
My Commission Expires March 28, 2027

Jill M. Morris
Notary Public

My Commission expires March 28, 20 27.

****

Name of Procurement: Standpipe Replacement Bid Opening Date: November 30, 2023

Fire Protection Contractors
BREWER
& COMPANY OF WV, INC.

November 30,2023

Re: Municipal Parking Garage #2
600 Washington Street E.
Charleston WV 25301

Brewer & Company is pleased to quote a price for the automatic fire sprinkler protection at the above facility for a price of **FIFTY-ONE THOUSAND NINE HUNDRED DOLLARS ($51,900.00).** Following is our scope of work:

- Replace the (2) existing manual dry standpipes.
  - New standpipe will be installed in existing location.
  - FDC to be replaced with identical size and style.

- Existing pipe that runs underground will be abandoned in place.
  - Brewer will patch the floor where existing pipe runs underground.

- New Pipe will be routed over the ceiling in the corridor.

- All sprinkler pipe will schedule 40.

- Brewer will remove and dispose of existing standpipe.

Thank you,

Wayne Taylor
Contract Representative

3601 7th Avenue • Charleston, WV 25387 | P.O. Box 3108 • Charleston, WV 25331
Ph. 304.744.5314 • Fax 304.744.4899 • www.brewerfire.com • WV001124

[redacted]

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Brewer & Company of West Virginia, Inc.
P O Box 3108
Charleston, WV 25331

SURETY:
(Name, legal status and principal place of business)

Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001
Mailing Address for Notices

OWNER:
(Name, legal status and address)

City of Charleston
501 Virginia Street East
Charleston, WV 25301

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Municipal Parking Garage #2- 2003-26 Standpipe System Replacement 600-612 Washington Street East, Charleston, WV 25301

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of November, 2023.

Deianna Waugh
(Witness)

Brewer & Company of West Virginia, Inc.
(Principal) *(Seal)*
By: Joseph Brewer
(Title) VP

Kimberly L. Miles
(Witness) Kimberly L. Miles

Ohio Farmers Insurance Company
(Surety) *(Seal)*
By: Tammy S. Selbe
(Title) Tammy S. Selbe, Attorney-in-Fact

OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

S-0054/AS 8/10

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Tammy S. Selbe**, **SEVERALLY**

of Charleston and State of WV its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-**

Surety Bond No.: **Bid Bond**
Principal: Brewer & Company of West Virginia, Inc.
Obligee: City of Charleston

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **17th** day of **DECEMBER** A.D., **2019** .

Corporate
Seals
Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **17th** day of **DECEMBER** A.D., **2019** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of November A.D., 2023 .

Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Garlow Insurance Agency, Inc. P O Box 5052 Charleston WV 25361	CONTACT NAME: Lora Fields PHONE (A/C, No, Ext): (304)347-8972 FAX (A/C, No): (304)347-8973 E-MAIL ADDRESS: lfields@garlowinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Brewer & Company Of WV Inc. PO Box 3108 Charleston WV 25331	INSURER A : Phoenix Insurance Co	25623
	INSURER B : Charter Oak Fire Insurance Co	25615
	INSURER C : Travelers Property Casualty Co of America	25674
	INSURER D : Travelers Indemnity Company of CT	25682
	INSURER E : Lloyd's of London	4472
	INSURER F : see	syndicate list

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			DTCO0J025826	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X phys damage X hired PD			8101L612492	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Comp / Collision Ded	$ 500 / 1000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED X RETENTION $ 10,000			CUP0J044226	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$ 6,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9H577802	12/31/2022	12/31/2023	X PER STATUTE X OTH-ER	Incl WV Broad Form
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability including Pollution			10143L191080	12/31/2022	12/31/2023	Per Claim/Aggregate	$2,000,000
							Deductible	$15,000/$45,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured when required by written contract.
Municipal Parking garage #2-2003-26 Standpipe System Replacement

CERTIFICATE HOLDER	CANCELLATION
City of Charleston 501 Virginia Street East Charleston WV 25301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rhonda Walford

Fax: Email:

ACORD 25 (2016/03)

Resolution No. 923-24

Introduced in Council:

January 16, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 923-23 – Authorizing the Finance Director to establish special revenue fund 027 as the Opioid Settlement fund to be used to receive and expend any amounts received under the West Virginia statewide settlement agreements with various pharmaceutical companies relating to opioid-related claims made on behalf of the State of West Virginia and its political subdivisions, and amending the purpose of fund 097, CARE Office fund, created by resolution 748-22, adopted on December 19, 2022, by removing the provisions related to receiving and expending of opioid settlement funds.

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

That the Finance Director is authorized to establish special revenue fund 027 as the Opioid Settlement fund to be used to receive and expend any amounts received under the West Virginia statewide settlement agreements with various pharmaceutical companies relating to opioid-related claims made on behalf of the State of West Virginia and its political subdivisions, and amending the purpose of fund 097, CARE Office fund, created by resolution 748-22, adopted on December 19, 2022 by removing the provisions related to receiving and expending of opioid settlement funds.

Resolution No. 748-22

Introduced in Council: Adopted by Council:

December 19, 2022

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 748-22 - Authorizing the Finance Director to establish special revenue fund 097 as the Coordinated Addiction Response Effort (CARE) fund to be used to receive and administer grants, contributions, and appropriations awarded for the operation of the CARE Office and to receive and expend any amounts received under the West Virginia statewide settlement agreements with various pharmaceutical companies relating to opioid-related claims made on behalf of the State of West Virginia and its political subdivisions, as more fully discussed in Resolution No. 623-22, including exhibits, adopted by the City Council of the City of Charleston on March 21, 2022.

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

That the Finance Director is authorized to establish special revenue fund 097 as the Coordinated Addiction Response Effort (CARE) fund to be used to receive and administer grants, contributions, and appropriations awarded for the operation of the CARE Office and to receive and expend any amounts received under the West Virginia statewide settlement agreements with various pharmaceutical companies relating to opioid-related claims made on behalf of the State of West Virginia and its political subdivisions, as more fully discussed in Resolution No. 623-22, including exhibits, adopted by the City Council of the City of Charleston on March 21, 2022.

State of West Virginia
John B. McCuskey
State Auditor

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

Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-5200
www.wvsao.gov

Memorandum

To: County Commissioners
County Administrators
Mayors
City and Town Councilors
City Managers

From: John B. McCuskey
West Virginia State Auditor

Date: 12/21/2023

RE: Opioid Settlement Funds Assistance

Our cities and counties in West Virginia are in line to receive money through the historic West Virginia First Foundation, established by West Virginia Attorney General Patrick Morrisey. This opioid settlement money is intended to help communities across West Virginia respond, overcome and rebuild from the devastating impacts of the opioid crisis. I am proud to partner with the Attorney General's Office to provide our counties and towns guidance and a mechanism to transparently track the funds.

This partnership will build upon the strong relationship forged between our local governments and the Auditor's Office, and follow the model established during the COVID pandemic for tracking CARES and ARPA funds. Our local governments did an amazing job at ensuring those once in a lifetime dollars went to projects that would impact communities for generations to come and I was so proud to work with so many of you throughout that process.

Now, we look to the next challenge, using the West Virginia First Foundation to make a positive impact in our local communities. Our first tool is a tracking spreadsheet to allow you to record and report on opioid expenses by category. We hope you find this tool helpful when reporting to the West Virginia First Foundation and any other stakeholders or community partners with an interest in the data. The tracking spreadsheet allows you to visualize and report expenses pertaining to both the core abatement strategies and allowable uses of funds detailed in Schedules A and B from the West Virginia First Foundation Memorandum of Understanding.

Secondly, our Local Government Services Division has prepared some best practices, controls and requirements pertaining to recordkeeping and disbursement of opioid settlement funds. We believe this information can allow you to make informed decisions regarding the expenditure of funds while remaining in compliance with State laws and requirements on the expenditure of public monies.

Lastly, our office stands ready to assist you with any specific questions about the accountability and transparency of opioid settlement funds. We are providing contact information should you need to contact us via phone or e-mail.

As always, I invite your input and collaboration as we work together to make informed decisions about the use of these funds. Your insights and expertise are invaluable in ensuring that West Virginia's communities can heal together.

Thank you for your commitment to your communities and the people of West Virginia.

Sincerely,

John B. McCuskey
West Virginia State Auditor

WVSAO Opioid Tracking Workbook

What this tracking workbook is:

This tracking system is an Excel document for counties and municipalities to track the funds received from the West Virginia opioid settlement. The workbook can help local governments track expenses, report, and classify expenses by allowable categories.

What does this tracking workbook record?

This tracking workbook can help local governments and municipalities record the expenditure of funds from the opioid settlement. Users of the tracking workbook will be able to easily match expenses to the different categories and approved uses that have been approved by West Virginia First Foundation's Memorandum of Understanding. The Excel sheet can track information such as recipients of payments, categories, and additional information useful to the local government.

How can the workbook help local governments track opioid settlement expenses?

This provides local governments and municipalities easy access to see how the funds are being spent on their intended uses and can be used to their fullest potential to assist communities in the recovery process from the opioid epidemic. Utilizing this sheet will assist with the required reporting of the use of funds and provide in-depth data on how funds were used based on the West Virginia First Memorandum of Understanding approved uses.

Where it will be located?

You can find this tracking sheet at our website, www.wvsao.gov. Click the Local Government tile for the download near the bottom of the page.

For questions on the excel tracking sheet please contact:

budgetanalysis@wvsao.gov or 304-558-2251

West Virginia State Auditor's Office Contact Information for Municipalities & Counties:

LGS@wvsao.gov

Shellie Humphrey 304-627-2415 Ext 0304

Tiffany Hess 304-627-2415 Ext 0305

County Guidance Regarding Accounting for Opioid Settlement Funds

To account for the revenues that the counties expect to receive from the opioid lawsuits through the WV Attorney General's office, we have created a new fund in the County Uniform Chart of Accounts.

Fund 40 – Opioid Settlement

Your County Commission must also open up a new bank account to accompany this fund. Both the creation of the fund and opening of the bank account must be approved by the County Commission in a public meeting.

The bank account should be interest-bearing, and any interest earned will remain in the fund and be subject to the same restrictions as the other revenues in the fund. This fund is a governmental fund and therefore the account requires 3 signatures – President of the County Commission, County Clerk, and Sheriff. Invoices will be processed the same as invoices for all other county governmental funds. The County Clerk will write the checks, and the Sheriff will be responsible for the receipts and maintaining the bank accounts.

To record these revenues, you will use account #324 "Other Grants". The expenditure accounts utilized will be based on the decisions made by the County Commission when these funds are used. Counties should refer to the County Uniform Chart of Accounts when making these decisions.

There will be reporting requirements to the WV First Foundation. Those requirements are to be issued by the foundation at a future date.

Let us know if we can be of further service to you.

Municipal Guidance Regarding Accounting for Opioid Settlement Funds

To account for the revenues that municipalities expect to receive from the opioid lawsuits through the WV Attorney General's office, we have created a new fund in the Municipal Uniform Chart of Accounts.

Fund 026 – Opioid Settlement

Your Municipal Council must also open up a new bank account to accompany this fund. Both the creation of the fund and opening of the bank account must be approved by the Council in a public meeting.

The bank account should be interest-bearing, and any interest earned will remain in the fund and be subject to the same restrictions as the other revenues in the fund. This fund is a governmental fund and therefore the account requires 2 signatures. Invoices must be approved by council in a public meeting, as they are with invoices for all other municipal governmental funds.

To record these revenues, you will use account #367 "Other Grants". The expenditure accounts utilized will be based on the decisions made by the Council when these funds are used. Municipalities should refer to the Municipal Uniform Chart of Accounts when making these decisions.

There will be reporting requirements to the WV First Foundation. Those requirements are to be issued by the foundation at a future date.

Let us know if we can be of further service to you.

Municipal Guidance Regarding Accounting for Opioid Settlement Funds When the Municipal Share is Less Than $500.00

These funds will be "distributed to the county in which the Local Government lies to allow practical application of the abatement remedy;" therefore, you will not need to create the new fund or open a bank account for this purpose.