## CHARLESTON CITY COUNCIL

Regular Meeting

February 20, 2024
at 7:00 PM

**THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA**
https://charlestonwv.civicclerk.com/web/home.aspx

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Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

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# AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).
2. Claims 2-20-2024

PROCLAMATIONS

1. 2-20-2024

COMMUNICATIONS

1. 2-20-2024

REPORTS OF STANDING COMMITTEES

*ORDINANCE AND RULES*

1. Bill No. 8028 – A BILL to amend the Municipal Code of the City of Charleston relating to updating the regulation of vendors.

*FINANCE*

1. Resolution No. 930-24 - Authorizing the Mayor or City Manager to purchase 2 2024 Ford Super Duty trucks for Spring Hill Cemetery from National Auto Fleet Group.

2. Resolution No. 931-24 - Authorizing the Mayor or City Manager to purchase an Interactive Use of Force Training Simulator from Safeware for use by the Charleton Police Department.

3. Resolution No. 932-24 - Authorizing settlement of pending disputed claims against the City in the matter known as Mary Maddox v. City of Charleston as recommended by the City Solicitor.

4. Resolution No. 933-24 - Authorizing the Mayor or City Manager to renew its contract with Encova Insurance for workers' compensation insurance coverage, authorizing the Mayor or City Manager to renew its contract with USI Insurance Services for insurance broker, risk management, and loss control services related to the City's property, liability, and workers' compensation insurance coverages, and authorizing the Mayor or City Manager to renew its contract with the West Virginia Counties Group Self Insurance Risk Pool for Third Party Administration services related to legacy claims incurred while the City was self-insured for workers' compensation.

5. Resolution No. 934-24 - Authorizing the Mayor or City Manager to renew its contracts with the West Virginia Counties Group Self Insurance Risk Pool for the City's Risk Management and Property, Casualty, and Cyber Insurance coverage and including all Third Party Administrator Services.

6. Resolution No. 935-24 - The City Council of Charleston, West Virginia strongly backs the Charleston Capital Connector project, and authorizes the Mayor or City Manager to submit an application for U.S. DOT construction funding for the initiative.

REPORTS OF OFFICERS

1. 2-20-2024

NEW BILLS

1. 2-20-2024

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE MARCH 4, 2024 AT 7:00 PM.

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


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**Bill No. 8028**

**Introduced in Council:** **Adopted by Council:**

**February 5, 2024** ______________________

**Introduced by:** **Referred to:**

**Jennifer Pharr, Emmett Pepper And Mary Beth Hoover** **Ordinance & Rules**

**Bill No. 8028** - A BILL to amend and reenact Section 2-744 of the Municipal Code of the City of Charleston, as amended; to amend said code by repealing Sections 18-611, 18-612, 18-613, 18-631, 18-632, 18-633, and 18-634 of said Code; to amend and reenact Sections 18-1031, 18-1032, 18-1033, 18-1037, 18-1038, 18-1039, 18-1040, and 18-1041 of said Code; to repeal Sections 18-1034, 18-1035, and 18-1036 of said Code; to amend and reenact Section 18-1061 of said Code; to repeal Section 18-1081 of said Code; and to amend and re-enact Section 110-63 of said Code, all relating to updating the regulation of vendors; repealing code requirements for itinerant vendors; updating the vendor definitions to make distinctions between street vendors, event vendors, and private property vendors; removing the requirement for vendors to have a business license; clarifying and simplifying the requirements for vendors; and removing duplicative language.

*WHEREAS,* the City of Charleston is authorized to regulate the use of public streets for public health, safety, welfare and convenience; and

*WHEREAS*, the City of Charleston undertook a modernization of its vending ordinance in 2021, which has greatly improved the opportunities in Charleston for new entrepreneurs; and

*WHEREAS,* the City of Charleston finds that current and future vendors, as well as the City and its residents, will benefit from clarifying and simplifying the types of vendors as set forth in this bill.

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

That Section 2-744 of the Municipal Code of the City of Charleston be amended and reenacted; that Sections 18-611, 18-612, 18-613, 18-631, 18-632, 18-633, and 18-634 of said Code be repealed; that Sections 18-1031, 18-1032, 18-1033, 18-1037, 18-1038, 18-1039, 18-1040, and 18-1041 of said Code be amended and reenacted; that Sections 18-1034, 18-1035, and 18-1036 of said Code be repealed; that Section 18-1061 of said Code be amended and reenacted; that Section 18-1081 of said Code be repealed; and that Section 110-63 of said Code be amended and reenacted, all to read as follows:

## CHAPTER 2 - ADMINISTRATION

## ARTICLE VIII – CITY SERVICE FEE

### Sec. 2-744 - Withholding; reporting; payment.

(a) Every employer shall deduct and withhold from any compensation or income paid to an employee in its employ an amount equal to the fee imposed herein upon said employee; provided, that an employer shall not deduct or withhold the fee as to any employee who executes and delivers a proper form prescribed by the city collector evidencing prior payment of the fee either directly or by collection through another employer in the city; provided further, that the employer shall maintain adequate records concerning any such employees. Every employer is deemed to be a trustee for the city in collecting and holding the fee required to be withheld and the funds so collected by such withholding are deemed to be trust funds. The failure of any employer to deduct the fee shall not relieve the employee from the duty to pay the fee. Any employer who fails to deduct the fee as required by this section, or who fails to pay the trust funds to the city collector pursuant to this section and the regulations promulgated pursuant thereto, shall be liable for such fee in full, along with any penalties or interest accrued thereon, as though the fee had originally been assessed against the employer notwithstanding any provisions herein to the contrary.

(b) Every self-employed individual who is not employed by an employer and who has not had the fee deducted or withheld by an employer shall file a form prescribed by the city collector and pay to the city collector all such fees that are due and owing according to and in the manner prescribed by the regulations promulgated pursuant hereto.

(c) Every individual engaging in the business of ~~street~~ vending as provided in §18-1031 *et seq*. of this Code, ~~or engaging in business as an itinerant vendor as provided in §18-611 *et seq*., as applicable,~~ who is not employed by a separate employer within the city and who has not had the fee deducted or withheld by an employer, shall file a form prescribed by the city collector and pay to the city collector on an annual basis all such fees that are due and owing according to and in the manner prescribed by the regulations promulgated pursuant hereto.

## CHAPTER 18 – BUSINESS.
## ~~ARTICLE XIV. ITINERANT VENDORS.~~
## ~~DIVISION 1. – GENERALLY.~~

### ~~Sec. 18-611. - Definitions; exemptions.~~

~~(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Itinerant vendor includes all persons, whether working independently or as part of an organized event under the umbrella of a promoter, sponsor, or organizer of an event,~~

~~who engage or conduct within this city, either in one locality or in traveling from place to place, a temporary or transient business of selling goods, wares and merchandise; and who, for the purpose of carrying on such business, use, lease or occupy either in whole or in part, a room, building or other structure, or who use, lease or occupy for such purposes a room in any hotel or other structure, for the exhibition and sale of such goods, wares and merchandise; and the person so engaged shall not be relieved from the provisions of this article by reason of association temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such temporary or transient business in connection with or as part of the business of, or in the name of, any local dealer, trader, merchant or auctioneer. Itinerant vendor shall not include those individuals engaged in business under Article XXII as a street vendor using a Nonmotorized Vending Unit or Mobilized Vending Vehicle.~~

~~(b) The provisions of this article shall not apply to special sales nor to persons conducting special sales within the purview of article VIII of this chapter; nor to sales made to persons engaged in wholesale or retail business by commercial travelers or selling agents in the usual course of business; nor to hawkers or peddlers in the streets, roads or highways, from packs or vehicles as defined in section 18-491; nor to persons selling meat or the products of the farm, garden or dairy; nor to any sales of goods, wares or merchandise on the grounds of any agricultural association during the continuance of any annual fair held by such association; nor to any sales by societies acting for charitable, religious or benevolent purposes; nor to judicial sales directed by law, or under the orders of any court; nor to the sales of the common necessities of life in any public market place.~~

**~~Sec. 18-612. - Violations.~~**

~~Every itinerant vendor who sells or exhibits for sale at public or private sale any goods, wares or merchandise without first obtaining a license and in all other respects complying with the provisions of this article, or who makes any false statement in reference to the matter set out in section 18-631; and every person, whether principal or agent, who, by circular, handbill, newspaper, or in any manner advertises such sale before proper licenses are issued to the vendor, and before he has complied with the provisions of this chapter, shall be guilty of a violation of this section, and shall be punished as provided in section 1-8.~~

**~~Sec. 18-613. Rules and regulations under article.~~**

~~The City of Charleston City Collector's Office is hereby authorized to promulgate reasonable rules and regulations regarding the administration of the requirements of this article, including the review of all Itinerant Vendor business license and applications. Copies of such regulations, as amended from time to time, shall be maintained by the City Collector's Office, posted on the City's website and on file in the City Clerk's office, and shall be available to interested parties at all reasonable times.~~

**~~Secs. 18-614—18-630. - Reserved.~~**

## ~~DIVISION 2. - LICENSE~~

### ~~Sec. 18-631. - Application for license and requirements for certain class of sales.~~

~~An applicant for an itinerant vendor's license shall file an application with the City of Charleston City Collector's Office on such form as prescribed by the city collector. Each applicant for an itinerant vendor's license who proposes to advertise, represent or hold forth a sale of goods, wares or merchandise as a bankrupt, insolvent, assignee, trustee, executor, administrator, receiver, attorney, manufacturer's wholesale sale, or a sale of any goods damaged by smoke, fire, water or otherwise shall state in writing, under oath, to the city collector at the time he makes application for a license, all the facts relating to the reason and character of such sale as proposed to be advertised, held forth or represented, including a statement of the names of the persons from whom such goods, wares or merchandise were purchased and the date of the delivery to the person applying for license; the place, if any, where such goods, wares or merchandise were previously exposed for sale, and such details as are necessary to locate exactly and identify fully all such goods, wares and merchandise proposed to be sold. Such applicant shall also include in such statement the name and residence of the owner in whose interest the business is conducted.~~

### ~~Sec. 18-632. - Denial of license; preservation of applications and availability to public; reassessment and appeal.~~

~~(a) The city collector, upon receipt of a sworn application as provided in section 18-631 shall, before issuing the license applied for, first confirm that the proposed sales are not within the purview of article VIII of this chapter; and the city collector shall not issue an itinerant vendor's license for any purpose for which a special sales license is required under the provisions of article VIII of this chapter.~~

~~(b) Each application as provided in section 18-631 shall be kept on file in the office of the city collector, and a record shall be kept by the city collector of all such statements in convenient form and open to public inspection.~~

~~(c) The city collector may summarily deny or revoke an Itinerant Vendor's business license pursuant to the provisions of this Code: (1) for any reason aforementioned; (2) for violation of any term or condition of such license promulgated hereafter; (3) for violation of any pertinent provision of state law, this Code or other ordinance or rules and regulations promulgated thereto; or (4) for the perpetration or attempted perpetration of fraud, malpractice or malfeasance by the licensee.~~

~~(d) Any Itinerant Vendor whose license has been denied or revoked may request reconsideration from the city collector. The request for reconsideration must be received within 20 days from the date of receipt of the revocation and shall include a written explanation stating with particularity the reason for the request. Upon receipt of a timely request for reconsideration, the vendor shall be entitled to a formal hearing before the city collector or a hearing examiner designated by the city collector in order to provide the~~

~~vendor with an opportunity to show that the action taken was incorrect or contrary to law, in whole or in part, after which hearing, the city collector or the designee shall either grant or deny the request with justification thereof in writing within 15 days of the hearing. If the request for reconsideration is denied, the Itinerant Vendor may appeal within 30 days from the date of the denial or revocation of the license to the Circuit Court of Kanawha County in the manner prescribed by law for an appeal of an administrative decision.~~

**~~Sec. 18-633. - License fee.~~**

~~The annual license fee to carry on the business of itinerant vendor shall be $20.00. Dishonored checks shall be subject to a $15.00 returned check fee in addition to the $20.00 license fee.~~

**~~Sec. 18-634. - Bond required and additional requirements.~~**

~~(a) Every itinerant vendor shall execute a continuing bond in the form prescribed by the city collector, with satisfactory corporate surety, in the penalty of $5,000.00, payable to the city, conditioned that such itinerant vendor will pay all damages accruing to any person by reason of any act or action done, performed or taken by such itinerant vendor in or about the conduct of his business, and further conditioned that such itinerant vendor will pay all taxes, fees and penalties imposed by this city; however, the aggregate liability of the surety for all such damages, taxes, fees and penalties shall, in no event, exceed the sum of the bond. This bond shall be filed with the city collector and shall be open to inspection during business hours to any person desiring to inspect it.~~

~~(b) Prior to the issuance of an itinerant vendor license, the applicant must agree, in writing, that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to the operations or activities of the Itinerant Vendor.~~

~~(c) All Itinerant Vendors are responsible for complying with taxation and fee requirements as provided in this Code, including but not limited to the Business and Occupation Tax as imposed in Sections 110-52 through 110-59 and City Service Fee as imposed 2-744, as applicable. Nothing in this subsection shall be construed as permitting the City to tax in violation of the Constitution or laws of this state or the United States.~~

**ARTICLE XXII. STREET, EVENT, AND PRIVATE PROPERTY VENDORS.**
**DIVISION 1. GENERALLY.**
**Sec. 18-1031. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Approved public right-of-way* means publicly owned property including, but not limited to, a park, plaza, road, sidewalk or parking space in an area zoned commercial, industrial, central business, urban corridor, professional or medical campus, or otherwise designated by the city manager for use by Street Vendors: *Provided*, That the city manager may also exclude areas from the generally approved zones.

<u>*Event Vendor* means any person who engages in the business of selling a service or tangible personal property as part of an organized event under the umbrella of a promoter, sponsor, or organizer of an event that is authorized by the city, but who does not engage in business outside of the event upon an approved public right-of-way. Event Vendors include both those persons that operate from a Nonmotorized Vending Unit, as well as those persons that operate from a Mobilized Vending Vehicle.</u>

*Mobilized Vending Vehicle* means a readily movable motorized vehicle whose operator may, upon issuance of a ~~business license and street~~ vending permit by the City, and in conformance with the rules and regulations established pursuant to this Article, along with all applicable parking and traffic regulations, temporarily park such vehicle upon an approved public right-of-way <u>or on private property</u> to engage <u>in</u> the lawful sale of a service or sale of tangible personal property, including but not limited to, goods, merchandise, food or beverages, and specifically including the preparation, service, sale or distribution of ready-to-eat food and/or beverages for individual portion service to the general public directly from the vehicle, commonly referred to as “food trucks”.

*Nonmotorized Vending Unit* means a readily movable nonmotorized device, including but not limited to, a pushcart, table, or stand whose operator may, upon issuance of a ~~business license and street~~ vending permit by the City and in conformance with the rules and regulations established pursuant to this Article, temporarily set up such device on an approved public right-of-way <u>or on private property</u> and engage in the lawful sale of a service or sale of tangible personal property, including but not limited to, goods, merchandise, food or beverages.

<u>*Private Property Vendor* means any person who engages in the business of selling a service or tangible personal property on private property, rather than on the public right-of-way in an event that is authorized by the City, but who does not engage in business outside of private property upon an approved public right-of-way or as part of a City authorized event. Private Property Vendors are limited to those persons that operate from a Nonmotorized Vending Unit or a Mobilized Vending Vehicle either in one locality or in traveling from place to place; a temporary or transient business of selling goods, wares and merchandise. The definition of Private Property Vendor does not include a person who engages in the business of selling a service or tangible personal property at a fixed place, which requires a general business license, such as a traditional brick and mortar storefront.</u>

*Street Vendor* means any person who ~~possesses a valid street vending permit issued by the City Collector’s Office to engage in or conduct~~ <u>engages in</u> the business of selling a service or tangible personal property including but not limited to goods, merchandise, food, or beverages upon any approved public right-of-way, either as principal or agent, and whether working independently or as part of an organized event under the umbrella of a promoter, sponsor, or organizer of an event in the city. Street Vendors include both those persons that operate from a Nonmotorized Vending Unit~~, including but not limited to, pushcarts, tables, or stands~~, as well as those persons that operate from a Mobilized Vending Vehicle. Street Vendors include people distributing goods, merchandise, food, or beverages without charge who are operating within the public right-of-way.

*Outdoor dining area* means a confined area of the public right of way or private property, which area is adjacent to an operator's building/permanent structure, where patrons may sit at tables while consuming food and beverages.

*Vendor* means a Street Vendor, Event Vendor, or Private Property Vendor, as defined in this section. All Vendors shall follow the requirements of this article.

**Sec. 18-1032. Rules and regulations under article; designation of Approved public rights-of-way.**

(a) The City of Charleston City Collector's Office is hereby authorized to promulgate reasonable rules and regulations regarding the administration of the requirements of this article, including the review of all ~~Street~~ Vendor ~~business license and~~ permit applications. Copies of such regulations, as amended from time to time, shall be maintained by the City Collector's Office, posted on the City's website and on file in the City Clerk's office, and shall be available to interested parties at all reasonable times.

(b) The generally approved public rights-of-way are defined in Section 18-1031 of this Code. The city manager shall have the authority to designate additional approved public rights-of-way, or portions thereof, for use by Street Vendors; provided, the city manager, at his or her discretion, shall also have the authority to suspend the use of approved public rights-of-way by Street Vendors with or without prior notice for special events or other reasons deemed necessary and appropriate by the city manager.

**Sec. 18-1033. Scope of Article.**

The provisions of this Article shall apply to all ~~Street~~ Vendors, including Street Vendors, Event Vendors, and Private Property Vendors. ~~engaged in the business of selling a service or tangible personal property including but not limited to distributing goods, merchandise, food or beverages with or without charge from a Nonmotorized Vending Unit on an approved public right-of-way and Street Vendors preparing, selling or distributing food and/or beverages with or without charge from a Mobilized Vending Vehicle on an approved public right-of-way subject to the requirements set forth herein.~~

~~**Sec. 18-1034. Business license required; application, fee.**~~

~~(a) No person shall engage in the business or trade of a Street Vendor without first obtaining a business license from the city collector; provided, however, that any person~~

~~who already possesses a valid business license issued by the city collector for the same type of business as that in which it wishes to engage in as a Street Vendor shall not be required to obtain a separate business license for street vending purposes.~~

~~(b) An applicant for a business license shall file an application with the City of Charleston City Collector's Office on such form as prescribed by the city collector. The applicant may be an individual or a firm or corporation on behalf of an individual. In the case where a person, firm or corporation applies for the license on behalf of an individual, the license shall be issued in the name of the applicant; and the license shall also bear the name of the Street Vendor on whose behalf the license is issued.~~

~~(c) The license fee for engaging in the business of a Street Vendor shall be \$20.00 per calendar year, or any portion thereof. Dishonored checks shall be subject to a \$15.00 returned check fee in addition to the \$20.00 license fee.~~

**~~Sec. 18-1035. Revocation of business license.~~**

~~The city collector, upon reasonable notice provided in writing to the licensee through certified mail or personal service, may summarily revoke a Street Vendor's business license pursuant to the provisions of this Code: (1) for any reason which would have been grounds for denial of such license when first issued; (2) for violation of any term or condition of such license; (3) for violation of any pertinent provision of state law, this Code or other ordinance or rules and regulations promulgated thereto; or (4) for the perpetration or attempted perpetration of fraud, malpractice or malfeasance by the licensee.~~

**~~Sec. 18-1036. Request for reconsideration and appeal of revocation of business license.~~**

~~Any Street Vendor whose license has been revoked may request reconsideration from the city collector. The request for reconsideration must be received within 20 days from the date of receipt of the revocation and shall include a written explanation stating with particularity the reason for the request. Upon receipt of a timely request for reconsideration, the Street Vendor shall be entitled to a formal hearing before the city collector or a hearing examiner designated by the city collector in order to provide the vendor with an opportunity to show that the action taken was incorrect or contrary to law, in whole or in part, after which hearing, the city collector or the designee shall either grant or deny the request with justification thereof in writing within 15 days of the hearing. If the request for reconsideration is denied, the Street Vendor may appeal within 30 days from the date of the denial or revocation of the license to the Circuit Court of Kanawha County in the manner prescribed by law for an appeal of an administrative decision.~~

**Sec. 18-1037. ~~Street vending~~ <u>Vending</u> permit required; application, fees.**

(a) No person or business entity, including a religious or charitable organization, shall operate ~~a Nonmotorized Vending Unit or a Mobilized Vending Vehicle upon the public right-of-way~~ as a Vendor within the City without a ~~street~~ vending permit, except as otherwise herein provided.

(b) An applicant for a ~~street~~ vending permit shall file an application with the City of Charleston City Collector's Office on such forms and subject to such procedures as the City Collector's Office may establish. All applicants shall acknowledge in writing that they will not ~~serving~~ serve food or alcohol, unless and until they are in good standing with the Kanawha-Charleston Health Department and the West Virginia Alcohol Beverage Control Administration, as applicable. Upon request by the City Collector's Office, a vendor shall submit ~~with their application~~ evidence of approval from the Kanawha-Charleston Health Department and the West Virginia Alcohol Beverage Control Administration, as applicable.

(c) The City shall charge an administrative fee for permits ~~not to exceed~~ of $20.00 per permit per calendar year, or any portion thereof. Dishonored checks shall be subject to a $15.00 returned check fee in addition to the $20.00 permit fee. The applicant shall indicate whether it is applying to be a Street Vendor, Event Vendor, or Private Property Vendor. All approved Street Vendors are automatically qualified to be Event Vendors and Private Property Vendors. All Event Vendors are automatically qualified to be Private Property Vendors.

(d) Permits are nontransferable, and each ~~Nonmotorized Vending Unit or Mobilized Vending Vehicle~~ Vendor must have its own permit which shall be posted at all times on or in the Nonmotorized Vending Unit or Mobilized Vending Vehicle, visible to customers and the public.

(e) The City Collector shall issue the vending permit upon receipt of a satisfactory application and administrative fee, and such permit shall clearly indicate whether it is a Street Vendor, Event Vendor, or Private Property Vendor. Permits shall be renewable on a calendar year basis and shall expire on December 31 of each year~~: *Provided*, That any street vendor permit granted under the previous version of this Municipal Code for the fiscal year ending June 30, 2021, shall be automatically extended and deemed to expire on December 31, 2021~~.

**Sec. 18-1038. Additional Requirements.**

(a) Prior to the issuance of a ~~street~~ vending permit for a Street Vendor, the applicant must agree, in writing, that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to the operations or activities of the Street Vendor. The Street Vendor applicant ~~(b) An applicant seeking a permit for a Nonmotorized Vending Unit or Mobilized Vending Vehicle~~ shall maintain such general liability insurance with at least $1,000,000 coverage per each occurrence and shall name as additional insured the City of Charleston, its agents, officers, directors, and employees. A copy of said insurance policy shall be furnished to the City of Charleston.~~; Provided that,~~

(b) Prior to the issuance of a vending permit for an Event Vendor, the applicant must acknowledge, in writing, that it is only applying to operate ~~if a Street Vendor is operating~~ in conjunction with an organized event, ~~private or public~~ authorized by the City, and said event provides umbrella insurance coverage sufficient to satisfy the requirements herein or that the Event Vendor will be required to provide further information to the City Event Coordinator.~~, then the street vendor will not be required to maintain independent insurance to participate in the organized event.~~

(c) Prior to the issuance of a vending permit for a Private Property Vendor, the applicant must acknowledge, in writing that it is only applying to operate on private property and that it will need a different permit if it intends to operate as part of an authorized City event or upon the public right of way.

**Sec. 18-1039. Revocation of ~~street~~ vending permit.**

The city collector, upon reasonable notice provided in writing to the ~~Street~~ Vendor through certified mail or personal service, may summarily revoke a ~~Street~~ Vendor's permit pursuant to the provisions of this Code: (1) for any reason which would have been grounds for denial of such permit when first issued for: (2) for violation of any term or condition of such permit; (3) for violation of any pertinent provision of state law, this Code or other ordinance or rules and regulations promulgated thereto; or (4) for the perpetration or attempted perpetration of fraud, malpractice or malfeasance by the permittee.

**Sec. 18-1040. Request for reconsideration and appeal of revocation of ~~street~~ vending permit.**

Any ~~Street~~ Vendor whose permit has been revoked may request reconsideration from the city collector. The request for reconsideration must be received within 20 days from the date of receipt of the revocation and shall include a written explanation stating with particularity the reason for the request. Upon receipt of a timely request for reconsideration, the ~~Street~~ Vendor shall be entitled to a formal hearing before the city collector or a hearing examiner designated by the city collector in order to provide the Vendor with an opportunity to show that the action taken was incorrect or contrary to law, in whole or in part, after which hearing, the city collector or the designee shall either grant or deny the request with justification thereof in writing within 15 days of the hearing. If the request for reconsideration is denied, the ~~Street~~ Vendor may appeal within 30 days from the date of the denial or revocation of the ~~license~~ permit to the Circuit Court of Kanawha County in the manner prescribed by law for an appeal of an administrative decision.

**Sec. 18-1041. Compliance with federal, state and local laws and regulations.**

(a) The operation of a Nonmotorized Vending Unit or Mobilized Vending Vehicle pursuant to a ~~street~~ vending permit granted under this Article shall comply with all provisions of state and local building and fire codes, as well as all state and local health laws and regulations regarding the service and preparation of food, if applicable. Nothing in this article shall be intended to alter or abridge any applicable federal, state and local laws, unless specifically stated herein with respect to the Municipal Code of the City of Charleston.

(b) Nothing in this article shall be intended to alter or abridge the prohibition of service of alcoholic beverages or possession thereof on public property in the City, as set forth in applicable West Virginia Code and ~~Section 78-211(b) of~~ the Municipal Code of the City of Charleston.

(c) All ~~Street~~ Vendors are responsible for complying with all taxation and fee requirements as provided in this Code, including but not limited to the Business and Occupation Tax as imposed in Sections 110-52 through 110-59 and the City Service Fee as imposed in Sections 2-737 and 2-744. However, the taxation and fee requirements for ~~Street~~ Vendors shall be on an annual filing basis for the entire calendar year on forms prescribed by the City Collector, rather than by quarterly filing. Therefore, all tax and fee requirements referenced herein shall be filed and paid to the Office of the City Collector by January 31st of the succeeding year. Failure to properly file the required annual tax return will result in the withholding or suspension of a ~~Street~~ Vendor ~~license and~~ permit.

## DIVISION 2. ~~NONMOTORIZED VENDING UNITS; PUSHCARTS, TABLES AND STANDS~~ VENDOR STANDARDS.

### Sec. 18-1061. ~~Standards for Nonmotorized Vending Units~~ Requirements and Regulations of Vendors.

(a) It shall be unlawful to leave any Nonmotorized Vending Unit or Mobilized Vending Vehicle unattended on an approved public right of way or remain on an approved public right of way outside of the allowed hours of operation, unless the Mobilized Vending Vehicle is legally parked in a manner consistent with all parking and traffic regulations. If any Nonmotorized Vending Unit is left unattended for more than 30 minutes, it will be considered abandoned and may be removed by the City. A Mobilized Vending Vehicle left unattended in violation of this subsection shall be subject to citation(s) for traffic/parking violations and may be towed by the City. If removed or towed by the City consistent with this subsection, the ~~Street~~ Vendor shall be liable for all reasonable removal, towing, and storage charges. The City may also require additional restrictions to abate nuisances.

(b) A ~~Street~~ Vendor may not operate a Nonmotorized Vending Unit or Mobilized Vending Vehicle within two hundred (200) feet of any event that is ~~licensed or sanctioned~~ authorized by the City, unless the ~~Street~~ Vendor is an ~~authorized~~ approved participant in such event.

(c) A ~~Street~~ Vendor operating a Nonmotorized Vending Unit or Mobilized Vending

Vehicle may not make or cause to be made any unreasonable or excessive noise in violation of Section 78-212 of this Code, including noise from generators. Any ~~Street~~ Vendor operating a Nonmotorized Vending Unit or Mobilized Vending Vehicle in conjunction with an operational generator may not operate within 50 feet from any outdoor dining area as defined in this Article. A ~~Street~~ Vendor may not use or maintain any outside sound amplifying equipment, lights, or noisemakers, such as bells, horns or whistles or similar devices. A ~~Street~~ Vendor engaging in food service shall take all reasonable steps to prevent activity akin to a nuisance, including but not limited to smoke and steam emissions.

(d) With the exception of trash bins and signage authorized by this section, a ~~Street~~ Vendor operating a Nonmotorized Vending Unit or Mobilized Vending Vehicle may not use or place on the approved public right-of-way any ~~external signage,~~ tables, seating, or any other equipment not contained within or upon the Nonmotorized Vending Unit or Mobilized Vending Vehicle.

(e) A ~~Street~~ Vendor operating a Nonmotorized Vending Unit or Mobilized Vending Vehicle may not have any exclusive and/or perpetual right to use any location upon the streets, alleys, or public grounds of the City. All locations designated as approved public rights-of-way for Nonmotorized Vending Units shall be available on a first come, first served basis with no particular location(s) assigned to any particular ~~Street~~ Vendor(s). Notwithstanding, the City may assign locations for ~~Street~~ Vendors during city-sponsored events.

(f) A ~~Street~~ Vendor operating a Nonmotorized Vending Unit or Mobilized Vending Vehicle may not conduct business on an approved public right-of-way between the hours of 4 a.m. and 6 a.m. nor may any Nonmotorized Vending Unit or Mobilized Vending Vehicle be permitted to remain on an approved public right-of-way between the hours of 4 a.m. and 6 a.m., unless the Mobilized Vending Vehicle is parked in conformance with all applicable parking and traffic regulations. Mobilized Vending Vehicles shall be parked at all times in conformance with applicable parking and traffic regulations, including but not limited to payment of parking meters during hours of operation, and may not hinder the lawful parking or operation of other vehicles. Mobilized Vending Vehicles may not bag parking meters to conduct street vending operations. Mobilized Vending Vehicles shall be permitted to park in loading zones between the hours of 6:00 p.m. and 4:00 a.m. Any opening or window from which business is conducted for all Mobilized Vending Vehicle must open toward the sidewalk, walkway or parking area. No window or opening from which business is conducted may open toward the street or traffic area.

(g) A Nonmotorized Vending Unit or Mobilized Vending Vehicle operating within the designated locations may not be of a size or configuration as to interfere with City or public use of any public right-of-way or impede ingress or egress by vehicles or pedestrians.

(h) An unobstructed clearance for pedestrian travel consistent with the Americans with Disabilities Act must be maintained around any Nonmotorized Vending Unit or

Mobilized Vending Vehicle.

(i) An unobstructed clearance of 42 inches, must be maintained between a fire hydrant and any Nonmotorized Vending Unit or Mobilized Vending Vehicle.

(j) A ~~Street~~ Vendor operating a Nonmotorized Vending Unit or Mobilized Vending Vehicle may not park such Unit on a utility/manhole cover located upon an approved public right-of-way.

(k) ~~Street~~ Vendors shall obey any lawful order of a police officer to move a Nonmotorized Vending Unit or Mobilized Vending Vehicle to a different approved location, or to remove it entirely, if necessary to avoid congestion or obstruction of a public right-of-way, or for the City's use of such right-of-way for emergency purposes, construction or any other public benefit deemed necessary or appropriate at the discretion of the officer including but not limited to nuisance abatement.

(l) Any power required for a Nonmotorized Vending Unit or Mobilized Vending Vehicle located on an approved public right-of-way shall be self-contained and it may not draw its power from the public right-of-way, except where approved by the city manager. Power cables or equipment may not extend across any public street, alley or sidewalk.

(m) ~~Street~~ Vendors operating a Nonmotorized Vending Unit or Mobilized Vending Vehicle shall contain all refuse, trash, and litter within the Nonmotorized Vending Unit or Mobilized Vending Vehicle, or provide a small moveable trash can maintained by the Street Vendor and located adjacent to the Nonmotorized Vending Unit or Mobilized Vending Vehicle in such a manner as not to block or otherwise obstruct pedestrian or vehicular traffic. The operator of the Nonmotorized Vending Unit or Mobilized Vending Vehicle shall be responsible for properly disposing of such refuse, trash, and litter as would any business, and shall not place it in any public trash container, or in any private container without proper permission. Spills of food or food by-products shall be cleaned up by the ~~Street~~ Vendor operating the Nonmotorized Vending Unit or Mobilized Vending Vehicle, and no dumping of gray water on the streets is allowed.

(n) Any signage or advertising signs shall be maintained by the ~~Street~~ Vendor and located adjacent to the Nonmotorized Vending Unit or Mobilized Vending Vehicle in such a manner as not to block or otherwise obstruct pedestrian or vehicular traffic.

(o) The ~~Street~~ Vendor's ~~license~~ permit shall be displayed conspicuously at all times upon the vendor's vehicle, table, cart or container. Any and all additional licenses or permits required pursuant to law and this article shall be displayed conspicuously at all times upon the vendor's vehicle, table, cart or container.

(p) Nothing in this Section shall be construed to prohibit the distribution or the sale of newspapers on the sidewalks or from a vehicle.

**~~DIVISION 3. MOBILIZED VENDING VEHICLES.~~**

## ~~Sec. 18-1081. Standards for Mobilized Vending Vehicles.~~

~~(a) It shall be unlawful to leave any Mobilized Vending Vehicle unattended on an approved public right-of-way or remain on an approved public right-of-way outside of the allowed hours of operation unless the same is legally parked in a manner consistent with all parking and traffic regulations. A Mobilized Vending Vehicle left unattended in violation of this subsection shall be subject to citation(s) for traffic/parking violations and may be towed by the City. If removed by the City consistent with this subdivision, the Street Vendor shall be held liable for all reasonable towing and storage charges. The City may also require additional restrictions to abate nuisances.~~

~~(b) A Street Vendor may not operate a Mobilized Vending Vehicle within two hundred (200) feet of any event that is licensed or sanctioned by the City, unless the Street Vendor is an authorized participant in such event.~~

~~(c) A Street Vendor operating a Mobilized Vending Vehicle may not make or cause to be made any unreasonable or excessive noise in violation of Section 78-212 of this Code, including noise from generators. Any Street Vendor operating a Mobilized Vending Vehicle in conjunction with an operational generator may not operate within 50 feet from any outdoor dining area as defined in this Article. A Street Vendor may not use or maintain any outside sound amplifying equipment, lights, or noisemakers, such as bells, horns or whistles or similar devices. A Street Vendor engaging in food service shall take all reasonable steps to prevent activity akin to a nuisance, including but not limited to smoke and steam emissions.~~

~~(d) With the exception of trash bins, a Street Vendor operating a Mobilized Vending Vehicle may not use or place on the public right-of-way any external signage, tables, seating, or any other equipment not contained within or upon the Mobilized Vending Vehicle.~~

~~(e) A Street Vendor operating a Mobilized Vending Vehicle may not have any exclusive and/or perpetual right to use any location upon the streets, alleys, or public grounds of the City. All locations designated as approved public rights-of-way for Mobilized Vending Vehicles shall be available on a first come, first served basis with no particular location(s) assigned to any particular Street Vendor(s). Notwithstanding, the City may assign locations for Street Vendors during city-sponsored events.~~

~~(f) A Street Vendor operating a Mobilized Vending Vehicle may not conduct business on an approved public right-of-way between the hours of 4 a.m. and 6 a.m., nor may any Mobilized Vending Vehicle be permitted to remain on any approved public right-of-way between the hours of 4 a.m. and 6 a.m. unless parked in conformance with all applicable parking and traffic regulations.~~

~~(g) Mobilized Vending Vehicles shall be parked at all times in conformance with applicable parking and traffic regulations, including but not limited to payment of parking~~

~~meters during hours of operation, and may not hinder the lawful parking or operation of other vehicles. Mobilized Vending Vehicles may not bag parking meters to conduct street vending operations. Mobilized Vending Vehicles shall be permitted to park in loading zones between the hours of 6:00 p.m. and 4:00 a.m. Any opening or window from which business is conducted for all Mobilized Vending Vehicle must open toward the sidewalk, walkway or parking area. No window or opening from which business is conducted may open toward the street or traffic area.~~

~~(h) A Mobilized Vending Vehicle may not be of a size or configuration as to interfere with City or public use of any public right-of-way or impede ingress or egress by vehicles or pedestrians.~~

~~(i) An unobstructed clearance of at least 42 inches must be maintained between a fire hydrant and any Mobilized Vending Vehicle.~~

~~(j) An unobstructed clearance for pedestrian travel consistent with the Americans with Disabilities Act must be maintained around any Mobilized Vending Vehicle.~~

~~(k) A Street Vendor operating a Mobilized Vending Vehicle may not park such Vehicle on a utility/manhole cover located upon an approved public right-of-way.~~

~~(l) Street Vendors shall obey any lawful order of a police officer to move a Mobilized Vending Vehicle to a different approved location, or to remove it entirely, if necessary to avoid congestion or obstruction of a public right-of-way, or for the City's use of such right-of-way for emergency purposes, construction or any other public benefit deemed necessary or appropriate at the discretion of the officer, including but not limited to the abatement of a nuisance.~~

~~(m) Any power required for the Mobilized Vending Vehicle located on a public right-of- way shall be self-contained and it may not draw its power from the public right-of-way, except where approved by the city manager. Power cable or equipment may not be extended across any public street, alley or sidewalk.~~

~~(n) Street Vendors shall contain all refuse, trash, and litter within the Mobilized Vending Vehicle or provide a small moveable trash can maintained by the Street Vendor, and located adjacent to the Mobilized Vending Vehicle in such a manner as not to block or otherwise obstruct pedestrian or vehicular traffic. The Street Vendor operating the Mobilized Vending Vehicle shall be responsible for properly disposing of such refuse as would any business, and may not place it in any public trash container, or in any private container without proper permission. Spills of food or food by-products shall be cleaned up by the Street Vendor operating the Mobilized Vending Vehicle, and no dumping of gray water on the streets is allowed.~~

~~(o) Any signage or advertising signs shall be maintained by the Street Vendor and located adjacent to the Mobilized Vending Vehicle in such a manner as not to block or otherwise obstruct pedestrian or vehicular traffic.~~

~~(p) The Street Vendor's license shall be displayed conspicuously at all times upon the vendor's Mobilized Vending Vehicle. Any and all additional licenses or permits required pursuant to law and this article shall be displayed conspicuously at all times upon the vendor's Mobilized Vending Vehicle.~~

~~(q) Nothing in this Section shall be construed to prohibit the distribution or the sale of newspapers from a motor vehicle.~~

**CHAPTER 110 – TAXATION**
**ARTICLE II – BUSINESS AND OCCUPATION TAX**

**Sec. 110-63. - Exemptions.**

(a) The provisions of this article shall not apply to:

(1) Insurance companies which pay the state a tax upon premiums; provided, that such exemption shall not extend to that part of gross income of insurance companies which is received for the use of real property, other than property in which any such company maintains its office or offices, in the city, whether such income is in the form of rentals or royalties;

(2) Nonprofit cemetery companies organized and operated for the exclusive benefit of their members;

(3) Fraternal societies, organizations and associations organized and operated for the exclusive benefit of their members and not for profit; provided, that this exemption shall not extend to that part of gross income arising from the sale of alcoholic liquor, food and related services of such fraternal societies, organizations and associations which are licensed as private clubs under the provisions of W. Va. Code ch. 60, art. 7;

(4) Corporations, associations and societies organized and operated exclusively for religious or charitable purposes; *provided that:* the City may impose its business and occupation tax on any activity of a corporation, association or society organized and operated exclusively for religious or charitable purposes only to the extent that the income generated by the activity is subject to taxation under the provisions of section 511 of the Internal Revenue Code of 1986, as amended;

(5) Production credit associations, organized under the provisions of the federal Farm Credit Act of 1933; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of W. Va. ch. 19, art. 4;

(6) Any credit union organized under the provisions of chapter 31 or any other chapter of the Code of West Virginia; provided, that the exemptions of this section shall

not apply to corporations or cooperative associations organized under the provisions of W. Va. ch. 19, art. 4;

(7) Gross income derived from advertising service rendered in the business of radio and television broadcasting;

(8) The gross income or gross proceeds of sale of a gasification or liquefaction of coal project in the demonstration, pilot or research states; provided, that prior to the commencement of operation of any such project, the tax commissioner of the state shall have first certified the project as eligible for such exemption; provided, further, that such exemption shall expire seven years from the date the project first receives gross income or gross proceeds from sales; and

(9) The first five thousand dollars ($5,000.00) of gross income or gross proceeds in each calendar year derived from sales or services by a ~~street vendor or itinerant~~ vendor, as defined Section 18-1031 of this Code, shall be exempt from the tax imposed by this Article. The ~~street vendor or itinerant~~ vendor shall file a Business and Occupation tax return for such gross income or gross proceeds even if such revenue is exempt.

(b) An organization is "charitable" for purposes of subdivision (4) of subsection (a) of this section if it satisfies both of the following criteria: (1) it is exempt from Federal Tax, under 26 U.S.C. § 501(c)(3), and (2) its purposes include relief of poverty, advancement of education, advancement of religion, promotion of health, governmental or municipal purposes, or other purposes that are beneficial to the community.

Resolution No. 930-24

Introduced in Council: Adopted by Council:

February 20, 2024

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 930-24 – Authorizing the Mayor or City Manager to purchase two (2) new 2024 Ford Super Duty F-250 trucks for Spring Hill Cemetery from National Auto Fleet Group in the total amount of $97,636.20 pursuant to a competitively sourced multi-state contract. These will replace Spring Hill Cemetery trucks 952/201 and 952/211 as part of the budgeted replacement cycle.

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

That the Mayor or City Manager is authorized to purchase two (2) new 2024 Ford Super Duty F-250 trucks for Spring Hill Cemetery from National Auto Fleet Group in the total amount of $97,636.20 pursuant to a competitively sourced multi-state contract. These will replace Spring Hill Cemetery trucks 952/201 and 952/211 as part of the budgeted replacement cycle.

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

CITY OF CHARLESTON

# Purchase Request

Replacing Spring Hill Cemetery
Trucks 952/201 & 952/211
FY2023-2024

Date: 2-5-2024

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies:

Two new 2024 Ford Super Duty F-250 SRW XL 4WD Reg Cab from National Auto Fleet Group off the Sourcewell Contract # 091521-NAF

Purchase justification: This is on the replacement cycle and needs replaced

If approved, the total purchase price will be: $97,636.20

(Check One)

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

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

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

1. National Auto fleet group Price Quote: $97,636.20

2. ______________________ Price Quote: $__________

3. ______________________ Price Quote: $__________

4. ______________________ Price Quote: $__________

5. ______________________ Price Quote: $__________

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

AND

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

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with National Auto Fleet Group because:

These are getting purchased off Sourcewell Contract # 091521-NAF

______________________

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

**<u>ITEM A</u>** (For Sole Source Procurements ONLY)

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

______________________

______________________

______________________

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

(*Name & Phone Number*)______________________

**REQUESTOR'S DECLARATION**

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

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

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

______________________________________________________________________

Request Submitted By: Kevin Oxley Department: Equipment Maintenance

Ken Oxley

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

*************************************************************************************

Funds Approval: Amy Ward Date: 2/7/2024

Authorized Financial Officer

Account Number: 001-980-00-000-4-459 Council Approval Required

City Manager Approval: ______________________________ Date: ____________________

**National Auto Fleet Group**
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

2/1/2024

Quote ID: **37278**

Order Cut Off Date: **TBA**

Kevin Oxley
City of Charleston WV
Equipment Maintenance

PO Box 2749

Charleston, West Virginia, 25330

Dear Kevin Oxley,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
**Two (2) New/Unused (2024 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box 142" WB, )** and delivered to your specified location, each for

| | One Unit (MSRP) | One Unit | Total % Savings | Extended Unit's (2) | Total Savings |
|---|---|---|---|---|---|
| Contract Price | $50,670.00 | $48,818.10 | 3.655 % | $97,636.20 | $3,703.80 |
| Tax (0.0000 %) | | $0.00 | | $0.00 | |
| Tire fee | | $0.00 | | $0.00 | |
| Total | | $48,818.10 | | $97,636.20 | |

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

CHEVROLET Ford NISSAN TOYOTA GMC

# Vehicle Configuration Options

| | |
|---|---|
| **ENGINE** | |
| **Code** | **Description** |
| 99A | Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD) |
| **TRANSMISSION** | |
| **Code** | **Description** |
| 44F | Transmission: TorqShift-G 10-Speed Automatic, (STD) |
| **WHEELS** | |
| **Code** | **Description** |
| 64A | Wheels: 17" Argent Painted Steel, (STD) |
| **TIRES** | |
| **Code** | **Description** |
| TD8 | Tires: LT245/75Rx17E BSW A/S, (STD) |
| **PRIMARY PAINT** | |
| **Code** | **Description** |
| Z1 | Oxford White |
| **SEAT TYPE** | |
| **Code** | **Description** |
| AS | Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar |
| **AXLE RATIO** | |
| **Code** | **Description** |
| X37 | 3.73 Axle Ratio, (STD) |
| **ADDITIONAL EQUIPMENT** | |
| **Code** | **Description** |
| 18B | Platform Running Boards |
| 85S | Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts |
| **OPTION PACKAGE** | |
| **Code** | **Description** |
| 600A | Order Code 600A |

# 2024 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB

## WINDOW STICKER

2024 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB

| CODE | MODEL | MSRP |
|---|---|---|
| F2B | 2024 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB | $47,760.00 |
| | **OPTIONS** | |
| 99A | Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD) | $0.00 |
| 44F | Transmission: TorqShift-G 10-Speed Automatic, (STD) | $0.00 |
| 64A | Wheels: 17" Argent Painted Steel, (STD) | $0.00 |
| TD8 | Tires: LT245/75Rx17E BSW A/S, (STD) | $0.00 |
| Z1 | Oxford White | $0.00 |
| AS | Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar | $0.00 |
| X37 | 3.73 Axle Ratio, (STD) | $0.00 |
| 18B | Platform Running Boards | $320.00 |
| 85S | Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts | $595.00 |
| 600A | Order Code 600A | $0.00 |

Please note selected options override standard equipment

| | | |
|---|---|---|
| | **SUBTOTAL** | **$48,675.00** |
| | Advert/ Adjustments | $0.00 |
| | Manufacturer Destination Charge | $1,995.00 |
| | **TOTAL PRICE** | **$50,670.00** |

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Notes

## Standard Equipment

### MECHANICAL

| |
|---|
| Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD) |
| Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD) |
| 3.73 Axle Ratio (STD) |

### EXTERIOR

| |
|---|
| Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD) |
| Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD) |

### GVWR

| |
|---|
| GVWR: 10,000 lb Payload Package |

### ADDITIONAL EQUIPMENT

| |
|---|
| 50-State Emissions System |
| Transmission w/Oil Cooler |
| Electronic Transfer Case |
| Part-Time Four-Wheel Drive |
| 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection |
| 160 Amp Alternator |
| Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control |
| Trailer Wiring Harness |
| 3814# Maximum Payload |
| HD Shock Absorbers |
| Front Anti-Roll Bar |
| Firm Suspension |
| Hydraulic Power-Assist Steering |
| 34 Gal. Fuel Tank |
| Single Stainless Steel Exhaust |
| Auto Locking Hubs |
| Front Suspension w/Coil Springs |
| Solid Axle Rear Suspension w/Leaf Springs |
| 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control |
| Regular Box Style |
| Steel Spare Wheel |

| |
|---|
| Full-Size Spare Tire Stored Underbody w/Crankdown |
| Clearcoat Paint |
| Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks |
| Black Rear Step Bumper |
| Black Side Windows Trim and Black Front Windshield Trim |
| Black Door Handles |
| Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator |
| Manual Extendable Trailer Style Mirrors |
| Fixed Rear Window |
| Light Tinted Glass |
| Variable Intermittent Wipers |
| Aluminum Panels |
| Black Grille |
| Tailgate Rear Cargo Access |
| Tailgate/Rear Door Lock Included w/Power Door Locks |
| Boxside Steps |
| Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off |
| Cargo Lamp w/High Mount Stop Light |
| Perimeter/Approach Lights |
| Radio w/Seek-Scan, Clock and Speed Compensated Volume Control |
| Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers |
| Fixed Antenna |
| SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual |
| 2 LCD Monitors In The Front |
| 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement |
| 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement |
| Manual Tilt/Telescoping Steering Column |
| Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer |
| FordPass Connect 5G Mobile Hotspot Internet Access |
| Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button |
| Cruise Control w/Steering Wheel Controls |
| Manual Air Conditioning |
| Illuminated Locking Glove Box |
| Interior Trim -inc: Chrome Interior Accents |
| Full Cloth Headliner |
| Urethane Gear Shifter Material |
| HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar |

| |
|---|
| Day-Night Rearview Mirror |
| Passenger Visor Vanity Mirror |
| Full Overhead Console w/Storage and 2 12V DC Power Outlets |
| Front Map Lights |
| Fade-To-Off Interior Lighting |
| Full Vinyl/Rubber Floor Covering |
| Pickup Cargo Box Lights |
| Smart Device Remote Engine Start |
| Instrument Panel Covered Bin and Dashboard Storage |
| Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down |
| Delayed Accessory Power |
| Power Door Locks |
| Driver Information Center |
| Trip Computer |
| Outside Temp Gauge |
| Digital/Analog Appearance |
| Seats w/Vinyl Back Material |
| Manual Adjustable Front Head Restraints |
| Securilock Anti-Theft Ignition (pats) Immobilizer |
| 2 12V DC Power Outlets |
| Air Filtration |
| AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC) |
| ABS And Driveline Traction Control |
| Side Impact Beams |
| Dual Stage Driver And Passenger Seat-Mounted Side Airbags |
| Tire Specific Low Tire Pressure Warning |
| Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch |
| Safety Canopy System Curtain 1st Row Airbags |
| Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters |
| Back-Up Camera |

Resolution No. 931-24

Introduced in Council: Adopted by Council:

February 20, 2024

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 931-24 – Authorizing the Mayor or City Manager to purchase an Interactive Use of Force Training Simulator from Safeware in the amount of $616,220.00. The purchase is being made through a Sourcewell contract with grant funds awarded under a COPS Technology grant. The training simulator includes LED screens, surround system speakers, cameras, projectors, on-site installation, training and scenario filming.

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

That the Mayor or City Manager is authorized to purchase an Interactive Use of Force Training Simulator from Safeware in the amount of $616,220.00. The purchase is being made through a Sourcewell contract with grant funds awarded under a COPS Technology grant. The training simulator includes LED screens, surround system speakers, cameras, projectors, on-site installation, training and scenario filming.

# QUOTATION

Safeware, Inc.
510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

| Order Number | |
|---|---|
| 10106036 | |
| Order Date | Page |
| 02/05/2024 11:21:21 | 1 of 4 |

Quote Expires On: 03/06/2024

**Contract No**: Sourcewell #080922-SAF PS & EM

**Bill To:** **Customer ID:** 100138

City of Charleston
PO Box 2749
Shauna Pearson
Charleston, WV 25330

304-348-6426

**Ship To:**

Charleston Police Department
501 Virginia St. E.
Charleston, WV 25301

Requested By: Tim Davis

| ***PO Number*** | ***Taker*** | ***Email*** |
|---|---|---|
| Quote TI Training | Amber Vickery | avickery@safewareinc.com |
| ***Freight Terms*** | ***Phone*** | ***Fax*** |
| Freight Paid | | |
| ***Sales Representative*** | | |
| Brad Brown | | |

| *Quantities* Ordered | Allocated | Remaining | UOM Unit Size | Disp. | *Item ID* *Item Description* | *Pricing UOM* Unit Size | *Unit Price* | *Extended Price* |
|---|---|---|---|---|---|---|---|---|
| 1.00 | 0.00 | 1.00 | EA | | TIT R-LED 180 | EA | 150,000.00 | 150,000.00 |
| | | ***Safeware Catalog Price:*** | | | 254,237.29 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | RECON 3 LED screen 180 degree Training Lab Interactive Use of Force Simulator | 1.0 | | |
| 2.00 | 0.00 | 2.00 | EA | | TIT R-SMARTLED | EA | 50,000.00 | 100,000.00 |
| | | ***Safeware Catalog Price:*** | | | 84,745.76 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Recon Smart LED Screen (each screen to add on to Recon LED 180) | 1.0 | | |
| 5.00 | 0.00 | 5.00 | EA | | TIT R-SWING | EA | 1,000.00 | 5,000.00 |
| | | ***Safeware Catalog Price:*** | | | 1,694.92 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Swing Mount for Camera/Projectors | 1.0 | | |
| 4.00 | 0.00 | 4.00 | KT | | TIT TRS-PXXX | KT | 2,950.00 | 11,800.00 |
| | | ***Safeware Catalog Price:*** | | | 5,000.00 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Pistol air recoil kit w/ 1 magazine and and laser, *Gun not included* (specify model) | 1.0 | | |
| | | | ***Ordered As:*** | | TIT RS-PXXX | | | |
| 4.00 | 0.00 | 4.00 | KT | | TIT TRS-RXXX | KT | 3,000.00 | 12,000.00 |
| | | ***Safeware Catalog Price:*** | | | 5,084.75 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Rifle air recoil kit w/ 1 magazine and laser (specify Model) | 1.0 | | |

**SAFEWARE**

# QUOTATION

Safeware, Inc.
510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

| Order Number | |
|---|---|
| 10106036 | |
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| 02/05/2024 11:21:21 | 2 of 4 |

Quote Expires On: 03/06/2024
**Contract No**: Sourcewell #080922-SAF PS & EM

| Ordered | Allocated | Remaining | UOM / Unit Size | Disp. | Item ID / Item Description | Pricing UOM / Unit Size | Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|---|
| 4.00 | 0.00 | 4.00 | EA | | TIT TL-300 | EA | 2,650.00 | 10,600.00 |
| | | ***Safeware Catalog Price:*** | | | 4,491.53 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | TASER 7 laser inert handle w/ lasers | 1.0 | | |
| 12.00 | 0.00 | 12.00 | EA | | TIT TRS-PMXXX | EA | 350.00 | 4,200.00 |
| | | ***Safeware Catalog Price:*** | | | 593.22 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Pistol air recoil additional Magazine (specify Model) | 1.0 | | |
| 8.00 | 0.00 | 8.00 | EA | | TIT TL-12G | EA | 290.00 | 2,320.00 |
| | | ***Safeware Catalog Price:*** | | | 491.53 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | 12g C02 Cansters Case of 500 | 1.0 | | |
| 2.00 | 0.00 | 2.00 | KT | | TIT TRS-SGXX | KT | 3,400.00 | 6,800.00 |
| | | ***Safeware Catalog Price:*** | | | 5,762.71 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Shotgun recoil kit w/ laser (specify Model) | 1.0 | | |
| 1.00 | 0.00 | 1.00 | EA | | TIT TL-218 | EA | 1,500.00 | 1,500.00 |
| | | ***Safeware Catalog Price:*** | | | 2,542.37 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Auxillary control box with Light Bar | 1.0 | | |
| 4.00 | 0.00 | 4.00 | EA | | TIT TL-112 | EA | 1,400.00 | 5,600.00 |
| | | ***Safeware Catalog Price:*** | | | 2,372.88 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | OC Canister inert laser model | 1.0 | | |
| 1.00 | 0.00 | 1.00 | PK | | TIT TL-959 | PK | 5,900.00 | 5,900.00 |
| | | ***Safeware Catalog Price:*** | | | 10,000.00 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Stress Vest Simulation Vest Package (1 Vest, 1 Room Laser, Software) | 1.0 | | |
| 3.00 | 0.00 | 3.00 | EA | | TIT TL-330 | EA | 3,500.00 | 10,500.00 |
| | | ***Safeware Catalog Price:*** | | | 5,932.20 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Stress Vest (vibration, Light, Buzzer) stand alone 1 - Vest | 1.0 | | |
| 4.00 | 0.00 | 4.00 | EA | | TIT TL-333 | EA | 950.00 | 3,800.00 |
| | | ***Safeware Catalog Price:*** | | | 1,610.17 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Stress Vest dedicated inert pistol w/ laser | 1.0 | | |
| 4.00 | 0.00 | 4.00 | EA | | TIT IRHS | EA | 9,000.00 | 36,000.00 |
| | | ***Safeware Catalog Price:*** | | | 15,254.24 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | IR - Immersive Reality headset | 1.0 | | |

SAFEWARE

# QUOTATION

Safeware, Inc.
510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

| Order Number | |
|---|---|
| 10106036 | |
| Order Date | Page |
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Quote Expires On: 03/06/2024
**Contract No**: Sourcewell #080922-SAF PS & EM

| Quantities: Ordered | Allocated | Remaining | UOM Unit Size | Disp. | Item ID Item Description | Pricing UOM Unit Size | Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|---|
| | | | | | w/ RECON editing software, Includes 2 rechargeable batteries and carrying case | | | |
| 1.00 | 0.00 | 1.00 | EA | | TIT TL-PIN | EA | 3,000.00 | 3,000.00 |
| | | ***Safeware Catalog Price:*** | | | 5,084.75 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Pin Point Sound Upgrade<br>Includes- 5.1 Surround Speakers with Mounts, Amplifier/Receiver, Sound Blaster Attachment | 1.0 | | |
| 4.00 | 0.00 | 4.00 | EA | | TIT WAR 101 CPWV | EA | 20,000.00 | 80,000.00 |
| | | ***Safeware Catalog Price:*** | | | 33,898.31 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Additional one year of warranty<br>5 year max. with System Replacement in year 4 /5, 24 Hours a day, 7 days a week, 365 days a year, Hot Line Technical Support via telephone, On-line Remote Maintenance, Diagnostics, Repair Parts and Labor 100% covered at the Ti Repair Facility in Colorado | 1.0 | | |
| 2.00 | 0.00 | 2.00 | EA | | TIT TRAIN-101 | EA | 4,500.00 | 9,000.00 |
| | | ***Safeware Catalog Price:*** | | | 5,000.00 ***Contract Discount:*** 10% | ***Your Discount:*** | 10.00% | |
| | | | 1.0 | | Operator training (6 per class)<br>on site 2.5 days | 1.0 | | |
| 1.00 | 0.00 | 1.00 | EA | | TIT TIP-500 | EA | 10,000.00 | 10,000.00 |
| | | ***Safeware Catalog Price:*** | | | 11,111.11 ***Contract Discount:*** 10% | ***Your Discount:*** | 10.00% | |
| | | | 1.0 | | Custom Scenario Filming Boot Camp<br>at agency location 3 day | 1.0 | | |
| 34.00 | 0.00 | 34.00 | EA | | TIT TIP-108 | EA | 2,700.00 | 91,800.00 |
| | | ***Safeware Catalog Price:*** | | | 4,576.27 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Custom Scenario production<br>at customers site, per scenario (minimum 5 scenarios) | 1.0 | | |
| 1.00 | 0.00 | 1.00 | EA | | TIT TL-ES | EA | 11,000.00 | 11,000.00 |
| | | ***Safeware Catalog Price:*** | | | 18,644.07 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Content Editing Station for Custom<br>Content for RECON 300. Mobile system with Training Lab scenario editor software | 1.0 | | |
| 1.00 | 0.00 | 1.00 | KT | | TIT TL-PROGEAR | KT | 16,000.00 | 16,000.00 |
| | | ***Safeware Catalog Price:*** | | | 27,118.64 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | 6K Cinema Camera; Portable Harddrives | 1.0 | | |

SAFEWARE

# QUOTATION

Safeware, Inc.
510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

| Order Number | |
|---|---|
| 10106036 | |
| Order Date | Page |
| 02/05/2024 11:21:21 | 4 of 4 |

Quote Expires On: 03/06/2024
**Contract No**: Sourcewell #080922-SAF PS & EM

| Quantities | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Ordered* | *Allocated* | *Remaining* | *UOM Unit Size* | *Disp.* | *Item ID / Item Description* | *Pricing UOM / Unit Size* | *Unit Price* | *Extended Price* |
| | | | | | Extended Batteries; Card Reader; Mounts; Gimble; Lenses; Wireless Transmitters; Microphones; Portable Recorder; Light Kit; Tripod; On Camera Monitor; HDMI Cable; Boom Pole | | | |
| 1.00 | 0.00 | 1.00 | EA | | TIT TL-TAB | EA | 1,600.00 | 1,600.00 |
| | | ***Safeware Catalog Price:*** | | | 2,711.86 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Remote system instructor tablet | 1.0 | | |
| 2.00 | 0.00 | 2.00 | EA | | TIT R-SDESK | EA | 1,700.00 | 3,400.00 |
| | | ***Safeware Catalog Price:*** | | | 2,881.36 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Instructor Desk - Mobile Stand Up Desk with Custom Logos for RECON 300 Operation | 1.0 | | |
| 2.00 | 0.00 | 2.00 | EA | | TIT VRG-AM | EA | 5,500.00 | 11,000.00 |
| | | ***Safeware Catalog Price:*** | | | 6,111.11 ***Contract Discount:*** 10% | ***Your Discount:*** | 10.00% | |
| | | | 1.0 | | Virtual Range Gear Armorer Course<br>Certification Course for Virtual Range Gear Armorer. Course is in Golden, CO. and offered Bi-Annually. Flight and Hotel cost included. | 1.0 | | |
| 1.00 | 0.00 | 1.00 | EA | | TIT VRG-CASE | EA | 3,000.00 | 3,000.00 |
| | | ***Safeware Catalog Price:*** | | | 5,084.75 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Portable Rugged case for VRG Laser<br>Ruggedized Lockable Portable Case for the Laser Devices | 1.0 | | |
| 4.00 | 0.00 | 4.00 | EA | | TIT TL-112WM | EA | 600.00 | 2,400.00 |
| | | ***Safeware Catalog Price:*** | | | 1,016.95 ***Contract Discount:*** 41% | ***Your Discount:*** | 41.00% | |
| | | | 1.0 | | Weapon Mounted Flashlight | 1.0 | | |
| 1.00 | 0.00 | 1.00 | EA | | TIT INSTALL-LED 300 | EA | 8,000.00 | 8,000.00 |
| | | ***Safeware Catalog Price:*** | | | 8,888.89 ***Contract Discount:*** 10% | ***Your Discount:*** | 10.00% | |
| | | | 1.0 | | Onsite Install RECON LED 300<br>2-Onsite Technicians install for RECON LED 300 | 1.0 | | |

*Total Lines: 28*

| | |
|---|---|
| ***SUB-TOTAL:*** | 616,220.00 |
| ***TAX:*** | 0.00 |
| ***AMOUNT DUE:*** | **616,220.00** |

*Actual freight added per freight terms*

Resolution No. 932-24

Introduced in Council: February 20, 2024

Adopted by Council: ______________________

Introduced by: Joseph Jenkins

Referred to: Finance Committee

Resolution No. 932-24 - Authorizing settlement of pending disputed claims against the City in the matter known as Mary Maddox v. City of Charleston, Civil Action No. 21-C-147 in the Circuit Court of Kanawha County, West Virginia, as recommended by the City Solicitor.

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

That the City Council hereby authorizes and approves the settlement of pending disputed claims against the City by Mary Maddox, as contained in Civil Action No. 21-C-147 in the Circuit Court of Kanawha County, West Virginia, in the amount of $60,000.00, as recommended by the City Solicitor. The City Council authorizes the City Solicitor and City Manager to take all necessary steps to finalize resolution of the claims.

Resolution No. 933-24

Introduced in Council: Adopted by Council:

February 20, 2024

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 933-24 - Authorizing the Mayor or City Manager to renew its contract with Encova Insurance for workers' compensation insurance coverage for a premium of $269,847, including surcharges, and with an additional claims handling charge of 10% of paid claims, 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 renew its 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 $75,000 as detailed in Exhibit A; and

Authorizing the Mayor or City Manager to renew its 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 $20,000.

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, 2024 through March 31, 2025.

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

That the Mayor or City Manager is authorized (1) to renew its contract with Encova Insurance for workers' compensation insurance coverage for a premium of $269,847, 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 renew its contract with USI Insurance Services LLC 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 $75,000 as detailed in Exhibit A; and

(3) to renew its contract with the West Virginia Counties Group Self Insurance Risk Pool, Inc, D/B/A West Virginia Communities Risk Pool, 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 $20,000, all to be effective from March 31, 2024 through March 31, 2025.

# 2024 Workers' Compensation Insurance Proposal

## City of Charleston

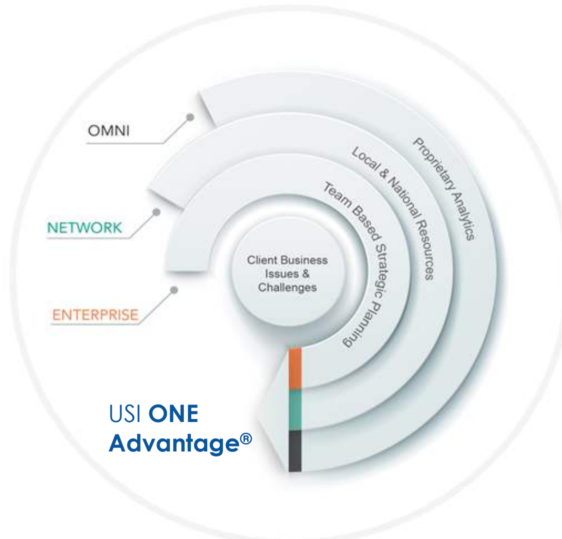
Dave Stacy
Senior Vice President
Account Executive: Colleen Gatens
Date Prepared: February 07, 2024

# Table of Contents

## About USI Insurance Services

USI is one of the largest insurance brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 9,000 industry leading professionals across approximately 200 offices to serve clients’ local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts best-in-class industry talent with a long history of deep and continuing investment in our local communities. For more information, visit usi.com.

### The USI ONE Advantage




What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE™ represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

***Omni – USI’s Proprietary Analytics***

Omni, which means “all,” is USI’s one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

***Network – USI’s Local and National Resources***

USI has made a very large investment in local resources and technical expertise, with more than 6,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

***Enterprise – USI’s Team Based Strategic Planning***

USI’s enterprise planning is a disciplined, focused, analysis centered on our client’s issues and challenges. Highly consultative meetings integrate USI’s Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.

# Service Team

**USI Insurance Services, LLC**

300 Kanawha Blvd. East, Suite 300, Charleston, WV 25301

(304) 347-0611 www.usi.com

## Producers

Your **Producer/Senior Vice President** is **Dave Stacy**

Direct Number: (304) 347-0691

E-Mail: Dave.Stacy@usi.com

## Account Management Team

Your **Commercial Lines Account Executive** is **Colleen Gatens**

Direct Number: (304) 347-0702

E-Mail: Colleen.Gatens@usi.com

Your **Commercial Lines Senior Account Representative** is **Nancy Loudin**

Direct Number: (304) 347-0792

E-Mail: Nancy.Loudin@usi.com

## Additional USI Contacts

Your **Casualty Analytics** contact is **Kristina Chandler**

| | |
|---|---|
| Direct Number: | (304) 347-0601 |
| E-Mail: | Kristina.Chandler@usi.com |

Your **Claims Advocate Primary** contact is **Lisa Jordan**

| | |
|---|---|
| Direct Number: | (304) 347-0626 |
| E-Mail: | Lisa.Jordan@usi.com |

Your **Risk Control Primary** contact is **Jonathan Jeffries**

| | |
|---|---|
| Direct Number: | (304) 347-0689 |
| E-Mail: | Cody.Jeffries@usi.com |

## Schedule of Named Insureds

### Workers Compensation

**Insurance Company:** SummitPoint Insurance Company
**Policy Term:** 03/31/2024 to 03/31/2025

| Named Insureds |
| --- |
| City of Charleston |

**Only the Named Insureds shown above are included in this proposal. If any Named Insureds are not shown above and should be included for coverage, please notify us immediately.**

## Schedule of Locations

### Workers Compensation

**Insurance Company:** SummitPoint Insurance Company
**Policy Term:** 03/31/2024 to 03/31/2025

| Location Number | Address | City | State | ZIP Code |
|---|---|---|---|---|
| 1 | 501-9 Virginia Street, E. | Charleston | WV | 25330 |

**Only the locations shown above are included in this proposal. If any locations are not shown above and should be included for coverage, please notify us immediately.**

## Workers’ Compensation Exposure – Rate Comparison

This summary is provided as a quick comparison of exposure and rates for the expiring and proposed terms.

**Workers’ Compensation Schedule of Exposures**

**State: WV**

| Classification | Class Code | Expiring Rate | Expiring Payroll | Expiring Premium | Proposed Rate | Proposed Payroll | Proposed Premium |
|---|---|---|---|---|---|---|---|
| Landscape Gardening & Drivers | 0042 | 2.51 | $783,820 | $19,674 | 1.97 | $788,916 | $15,542 |
| Street Or Road Construction: Paving or Repaving & Drivers | 5506 | 3.84 | $2,072,435 | $79,582 | 3.21 | $2,164,312 | $69,474 |
| Firefighters--not Volunteer & Drivers (CT) | 7710 | 1.17 | $10,881,145 | $127,309 | 1.11 | $11,386,962 | $126,395 |
| Police Officers & Drivers | 7720 | 0.99 | $11,289,869 | $111,770 | 0.78 | $12,386,622 | $96,616 |
| Automobile Service or Repair Center & Drivers | 8380 | 0.81 | $792,512 | $6,419 | 0.75 | $799,112 | $5,993 |
| Clerical Office Employees Noc | 8810 | 0.07 | $7,630,757 | $5,342 | 0.06 | $7,905,120 | $4,743 |
| Attorney--all Employees & Clerical, Messengers, Drivers | 8820 | 0.05 | $408,645 | $204 | 0.04 | $402,260 | $161 |
| Social Services Organization - All Employees & Salespersons, Drivers | 8864 | 0.49 | $277,351 | $1,359 | 0.42 | $276,593 | $1,162 |
| Buildings Or Buildings Noc--operation By Owner or Lessee | 9015 | 1.17 | $473,012 | $5,534 | 0.98 | $414,466 | $4,062 |
| Park Noc--all Employees & Drivers | 9102 | 1.00 | $1,225,990 | $12,260 | 0.86 | $1,698,942 | $14,611 |
| Cemetery Operations & Drivers | 9220 | 1.84 | $150,554 | $2,770 | 1.61 | $184,282 | $2,967 |
| Garbage, Ashes, or Refuse Collection & Drivers | 9403 | 3.41 | $2,012,552 | $68,628 | 2.87 | $2,353,134 | $67,535 |
| Municipal, Township, County or State Employee Noc | 9410 | 1.18 | $2,696,679 | $31,821 | 1.09 | $2,847,501 | $31,038 |
| Employers' Liability Limits | | 0.014 | | $6,617 | 0.014 | | $6,164 |
| Employers Liability Increased Limits Deductible Credit | | 0.545 | | $3,606 | 0.335 | | $3,082 |
| Large Deductible Credit Premium | | 0.545 | | $257,606 | 1.03 | | $220,150 |
| Total Standard Premium | | | | $218,077 | | | $223,231 |

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Expense Constant | | | | $175 | | | $175 |
| Terrorism | | 0.005 | | $2,035 | 0.005 | | $2,180 |
| Catastrophe (Other than certified acts of terrorism) | | 0.010 | | $4,070 | 0.01 | | $4,361 |
| Broad Form Employers Liability | | 0.0792 | | $37,436 | 0.0792 | | $34,872 |
| Broad Form Employers Liability Deductible Credit | | | | $20,403 | | | $17,436 |
| WV Regulatory Budget Surcharge | | 0.050 | | $23,948 | 0.05 | | $22,351 |
| WV Fire & Casualty Surcharge | | 0.0055 | | $110 | 0.0055 | | $113 |

| | | | |
|---|---|---|---|
| **Total** | **$265,448** | **Total** | **$269,847** |

| Description | Expiring Term | Proposed Term | Difference |
|---|---|---|---|
| Estimated Annual Payroll | $40,695,321 | $43,608,222 | $2,912,901 |
| Estimated Annual Policy Premium | $241,390 | $247,383 | $5,993 |
| Estimated Net Premium Including Taxes and Assessments | $265,448 | $269,847 | $4,399 |

## Workers' Compensation

**Insurance Company:** SummitPoint Insurance Company

**Policy Term:** 03/31/2024 to 03/31/2025

**Coverage:** **Part One** – Workers' Compensation agrees to pay the benefits required under the applicable State's Workers' Compensation Law.

**Part Two** – Employers Liability for work-related injuries or disease other than that which is imposed by a state Workers' Compensation Law.

**Part Three** – Other States. States in which you have no exposure on the policy inception date, but in which you may have a temporary or future worksite or exposure during the policy term. If listed, statutory benefits will apply as if the state were listed in Part One.

| Coverage Description | Limit |
|---|---:|
| Employers Liability - Each Accident | $1,000,000 |
| Employers Liability - Disease (Policy Limit) | $1,000,000 |
| Employers Liability - Disease (Each Employee) | $1,000,000 |
| Experience Mod | N/A |
| Statutory Limits Apply | Y |
| United States Longshore and Harbor (USL&H) | Y |
| Voluntary Compensation | N |
| Other States | Y |

**Coverage is not automatic in all states. Please notify us immediately if you begin operations in another state.**

**Workers' Compensation Schedule of Exposures**

| Class Code | Classification Description | Estimated Annual Payroll | Rate | Premium |
|---|---|---|---|---|
| 0042 | Landscape Gardening & Drivers | $788,916 | 1.97 | $15,542 |
| 5506 | Street Or Road Construction: Paving or Repaving & Drivers | $2,164,312 | 3.21 | $69,474 |
| 8864 | Social Services Organization - All Employees & Salespersons, Drivers | $276,593 | 0.42 | $1,162 |
| 7710 | Firefighters--not Volunteer & Drivers (ct) | $11,386,962 | 1.11 | $126,395 |
| 7720 | Police Officers & Drivers | $12,386,622 | 0.78 | $96,616 |
| 8380 | Automobile Service or Repair Center & Drivers | $799,112 | 0.75 | $5,993 |
| 8810 | Clerical Office Employees Noc | $7,905,120 | 0.06 | $4,743 |
| 8820 | Attorney--all Employees & Clerical, Messengers, Drivers | $402,260 | 0.04 | $161 |
| 9015 | Buildings Or Buildings Noc--operation By Owner or Lessee | $414,466 | 0.98 | $4,062 |
| 9102 | Park Noc--all Employees & Drivers | $1,698,942 | 0.86 | $14,611 |
| 9220 | Cemetery Operations & Drivers | $184,282 | 1.61 | $2,967 |
| 9403 | Garbage, Ashes, or Refuse Collection & Drivers | $2,353,134 | 2.87 | $67,535 |
| 9410 | Municipal, Township, County or State Employee Noc | $2,847,501 | 1.09 | $31,038 |
| 9812 | Employers' Liability Limits | | 0.014 | $6,164 |
| 9721 | Employers Liability Increased Limits Deductible Credit | | 0.335 | $3,082 |
| 9664 | Large Deductible Credit Premium | | 1.03 | $220,150 |
| | Total Standard Premium | | | $223,231 |
| 0900 | Expense Constant | | | $175 |
| 9740 | Terrorism | | 0.005 | $2,180 |
| 9741 | Catastrophe (Other than certified acts of terrorism) | | 0.01 | $4,361 |
| 9614 | Broad Form Employers Liability | | 0.0792 | $34,872 |
| 9657 | Broad Form Employers Liability Deductible Credit | | | $17,436 |
| 9703 | WV Regulatory Budget Surcharge | | 0.05 | $22,351 |
| 9704 | WV Fire & Casualty Surcharge | | 0.0055 | $113 |
| | | | **Total Estimated Annual Premium Including Premium Adjustments** | $269,847 |

### Audit Provisions

| Description | Minimum & Deposit Premium |
|---|---|
| Audit based on Payroll and Class Codes | N/A |

The premium quoted is the minimum and deposit premium and is a fully earned premium. The policy is auditable at expiration and there may be charges for additional exposures; however, the premium will never fall below the minimum and deposit premium shown above.

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance, or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when it requests them.

### Included/Excluded Officers:

### State: WV

| Name | Include (I) / Exclude (E) |
|---|---|
| ALL INCLUDED | INCLUDED |

**Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:**

| Coverage Description | Loc # | ST | Limit | Ded |
|---|---|---|---|---|
| Terrorism Included | ALL | WV | | |
| All States except those in 3A and North Dakota, Ohio, Washington, Wyoming | | | | |
| Workers Compensation Broad Form Endorsement | ALL | WV | $1,000,000/$1,000,000/$1,000,000 | |
| Deductible Endt - Each Accident/Each Claim/Disease Each Employee | ALL | WV | | $300,000 |

| Coverage Description | Loc # | ST | Limit | Ded |
|---|---|---|---|---|
| Policy Aggregate Limit  The policy aggregate amount is the most you must reimburse Encova 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. | ALL | WV | $1,000,000 | |
| Alternative Claims Handling Expense Charge - Basis:10% of Deductible Plan Paid Loss.  Subject to the following limit per Claim: $30,000.00 | | | | |
| **COLLATERAL REQUIREMENTS -**<br><br>**Total Collateral Requirement:** $550,000.00<br>We may modify Collateral amounts during the Policy term.<br><br>**Loss Fund**: $75,000.00<br><br>(Deductible Loss Fund to be deposited in our approved bank and replenished monthly.)<br><br>**Other Collateral:** $475,000.00<br><br>**Escrow Loss Fund requirements:**<br>Amount Required for ALL Policy Years: $75,000.00<br>Currently Holding for Historical Policy Years: $75,000.00<br>Additional Amount Due: $.00<br>(Deductible Loss Fund to be deposited in our approved bank.)<br><br>Letters of Credit* (LOC) Collateral requirements:<br>Amount Required for ALL Policy Years: $475,000.00<br>Currently Holding for Historical Policy Years: $325,000.00<br>Additional Amount Due: $150,000.00<br>*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. | | | | |

**Excluded coverage or other coverages sought may be available:  please discuss with USI.**

**Other exclusions and policy limitations may apply.  Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.**

## Premium Summary

| Coverage | Term | Carrier | AM Best Rating | Admitted or Non Admitted | Expiring Term Premium | Proposed Term Premium |
|---|---|---|---|---|---|---|
| Worker's Compensation | 2024-2025 | SummitPoint Insurance Company | A | Admitted | $265,448 | $269,847 |
| Risk Control/Fee Agreement | 2024-2025 | USI Insurance | | N/A | $75,000 | $75,000 |
| **TOTAL ESTIMATED ANNUAL PREMIUM** | | | | | **$ 340,448** | **$ 344,847** |

**Binding Requirements:**

- USI's "Client Authorization to Bind" signed by the insured.
- Premium Deposit - Please see Deposit Information on the previous page.
- A Signed Large Deductible Program Plan Agreement
- Loss Fund Amount of $75,000.00
- Letter of Credit or Other Collateral as specified.
  - Must be in Encova's approved format (Attached)
  - Must be issued by an Encova-approved bank.

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

**Payment Terms:**

- Encova- 11 Installment payments to Encova Insurance. 1st installment of $40,477 is due on 3/31/2024.

| Bill Date | Amount Due |
|---|---|
| 03/31/2024 | $40,477.00 |
| 05/01/2024 | $22,937.00 |
| 05/31/2024 | $22,937.00 |
| 07/01/2024 | $22,937.00 |
| 07/31/2024 | $22,937.00 |
| 08/31/2024 | $22,937.00 |
| 10/01/2024 | $22,937.00 |
| 10/31/2024 | $22,937.00 |

| | |
|---|---|
| 12/01/2024 | $22,937.00 |
| 12/31/2024 | $22,937.00 |
| 01/31/2025 | $22,937.00 |

- USI - Quarterly installment payments to USI Insurance Services, LLC. 1st Installment payment of $18,750 is due on 3/31/2024.

| Bill Date | Amount Due |
|---|---|
| 04/01/2024 | $18,750.00 |
| 07/01/2024 | $18,750.00 |
| 10/01/2024 | $18,750.00 |
| 01/01/2025 | $18,750.00 |

**Note:**
In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

## Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

**OUR BASIC PAYMENT PLAN IS THAT ALL PAYMENTS ARE DUE ON OR BEFORE THE EFFECTIVE DATE OF COVERAGE. THERE ARE THREE METHODS OF PAYMENT AVAILABLE:**

....CASH ON EFFECTIVE DATE
....PREMIUM FINANCING BY A PREMIUM FINANCE COMPANY
....INSURANCE COMPANY PAYMENT PLAN, IF AVAILABLE

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the provided envelope. Otherwise, all payments will be applied to your oldest balance or left as unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

## USI Disclosures

**Direct Bill DISCLOSURE:** The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

**Information Concerning Our Fees:** 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. You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement.

**Document Delivery DISCLOSURE:** USI strives to make your interactions with us easy and efficient. Therefore, we intend to deliver your policy and all policy-related documents electronically through our InsurLink client portal or through email. If you do not wish to receive these documents electronically or if you would like a paper copy of any or all documents at no cost to you, please notify your client service representative in writing. If your email or electronic contact information changes, please notify your client service representative in writing.

**Reviewing Client Contracts DISCLOSURE:** As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

# USI Privacy Notice

**Our Privacy Promise to You**

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

**What types of information will we be collecting?**

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

**What will we do with your protected information?**

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

**Our Security Procedures**

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

**Our Legal Use of Information**

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

**Your Right to Review Your Records**

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

## Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review; therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

**A. M. BEST RATINGS**

| | | | |
|---|---|---|---|
| **A++ & A+** | Superior | **D** | Poor |
| **A & A-** | Excellent | **E** | Under Regulatory Supervision |
| **B++ & B+** | Good | **F** | In Liquidation |
| **B & B-** | Fair | **S** | Rating Suspended |
| **C++ & C+** | Marginal | **NR** | Not Rated |

**FINANCIAL SIZE CATEGORY**
(In $ Thousands)

| | | | |
|---|---|---|---|
| Class I | Less than | | 1,000 |
| Class II | 1,000 | to | 2,000 |
| Class III | 2,000 | to | 5,000 |
| Class IV | 5,000 | to | 10,000 |
| Class V | 10,000 | to | 25,000 |
| Class VI | 25,000 | to | 50,000 |
| Class VII | 50,000 | to | 100,000 |
| Class VIII | 100,000 | to | 250,000 |
| Class IX | 250,000 | to | 500,000 |
| Class X | 500,000 | to | 750,000 |
| Class XI | 750,000 | to | 1,000,000 |
| Class XII | 1,000,000 | to | 1,250,000 |

| | | | |
|---|---|---|---|
| Class XIII | 1,250,000 | to | 1,500,000 |
| Class XIV | 1,500,000 | to | 2,000,000 |
| Class XV | 2,000,000 | to | or greater |

## RATING "NOT ASSIGNED" CLASSIFICATIONS

**NR-1** Insufficient Data

**NR-2** Insufficient Size and/or Operating Experience

**NR-3** Rating Procedure Inapplicable

**NR-4** Company Request

**NR-5** Not Formally Followed

## Client Authorization to Bind

**Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.**

After careful consideration of your proposal dated February 07, 2024, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

| |
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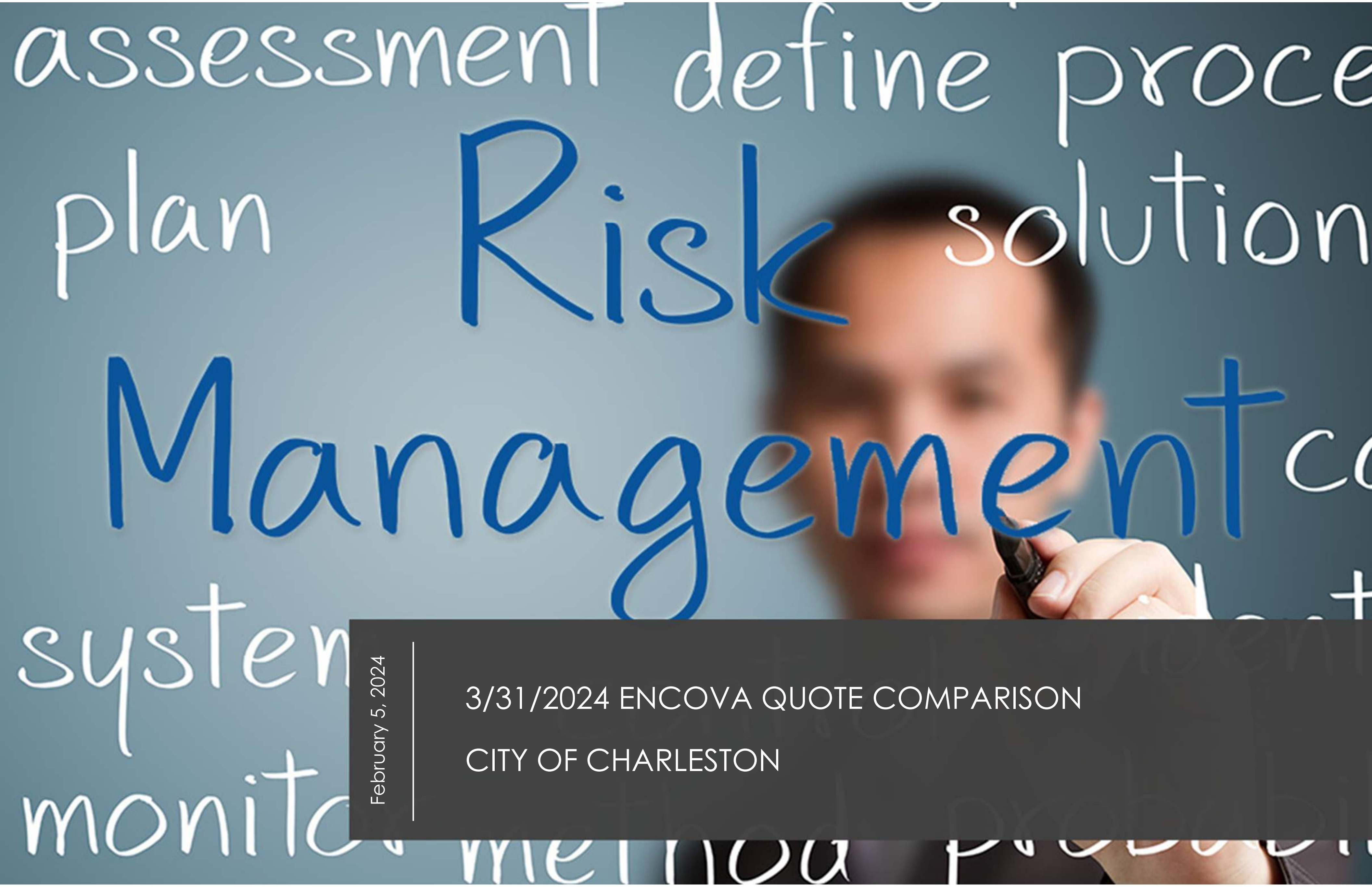
Client Signature Date Signed

City of Charleston




February 5, 2024

# 3/31/2024 ENCOVA QUOTE COMPARISON

# CITY OF CHARLESTON

Dave Stacy | Kristina Chandler
www.usi.com

USI

# City of Charleston

## WC Program Comparisons - 3/31/2024 Renewal Quotes

| | Expiring | Encova Fully Insured Quote | Encova $200k Deductible Quote | Encova $300K Deductible Quote |
|---|---|---|---|---|
| Deductible (each accident) | 300,000 | NA | 200,000 | 300,000 |
| Aggregate | 1,000,000 | NA | 1,000,000 | 1,000,000 |
| Basis-Payroll Per 100 | 40,695,321 | 43,608,222 | 43,608,222 | 43,608,222 |
| Payroll increase | | 7% | | |

## Premium and Surcharges

| | | | | |
|---|---|---|---|---|
| Premiums | 241,390 | 818,800 | 326,804 | 247,383 |
| Surcharges | 23,058 | 37,876 | 22,501 | 22,464 |
| **Total WC Premium** | **264,448** | **856,676** | **349,305** | **269,847** |
| **Premium % change from last year** | | | | **2%** |
| **GC Pricing** | 855,645 | | | |
| **Premium Difference from Expiring** | | **591,228** | **84,857** | **5,399** |

Renewal payroll is up 7% from expiring, premium for the $300k retention (same program as expiring) is only up 2%.

Fully insured pricing difference from expiring is $591k however this must be compared to premium plus losses under the deductible options to determine if GC is a more feasible option than the deductible pricing, see next page.

## WC Claims & Claims Handling-Using Loss pick generated from Loss forecaster, based on 10 yr history

| | Expiring | Encova Fully Insured Quote | Encova $200k Deductible Quote | Encova $300K Deductible Quote |
|---|---|---|---|---|
| Expected Incurred Losses USI calc | 375,338 | NA | 448,000 | 448,000 |
| Expected 1st year loss payout | 74,729 | NA | 112,000 | 112,000 |
| LCF (claims handling charge) | 0.10 | NA | 0.10 | 0.10 |
| Est Claims Handling Cost based on loss pick | 7,473 | NA | 11,200 | 11,200 |
| Retro Adjustment year 1 (130% of incurred value) | NA | NA | NA | NA |
| **Expected First Year Losses & LCF** | **82,202** | **NA** | **123,200** | **123,200** |
| **Estimated TCOR in First Year (Premium + out of pocket l** | **347,650** | **856,676** | **472,505** | **393,047** |
| **Estimated TCOR First Year Difference** | | | **124,855** | **45,397** |
| Expected Reserves after 1st Year | 148,387 | NA | 336,000 | 336,000 |
| LCF on Reserves | 14,839 | NA | 33,600 | 33,600 |
| **Expected Total Reserves to be paid out in the future** | **163,226** | NA | **369,600** | **369,600** |
| **Estimated Amount Paid on Claims** | **245,428** | **NA** | **492,800** | **492,800** |
| **Estimated TCOR (all claims paid and closed)** | **510,876** | **856,676** | **842,105** | **762,647** |
| **TCOR Difference if GC is picked over a loss sensitive** | **344,769** | **345,800** | | |
| **TCOR Difference if loss year is higher than last year** | | | **331,229** | **251,771** |

Expiring currently has a $375,338 in total incurred claims filed (paid + reserves). If reserves do not change, the City of Charleston's premium plus claims year for 23-24 will total $510,876, which is a savings of $344,769 compared to last years GC quote.

There is no additional claims risk paid out between a $200k and $300k retention; however, there is a greater premium savings under the $300k option. We are projecting the loss pick to be $448k for the renewal year under either retention, with combined premium and losses the total payout is $842k under the $200k option and $763k under the $300k option. If the insured is still comfortable taking on larger risk, the $300k option is the best price, we are expecting a savings after claims are paid and final totaling $94,029 compared to GC pricing.

## Carrier Required Security

| | Expiring | Encova Fully Insured Quote | Encova $200k Deductible Quote | Encova $300K Deductible Quote |
|---|---|---|---|---|
| LOC or bond required by carrier | 325000 | NA | 325,000 | 325,000 |
| Escrow/Loss Fund (used to pay claims) | 75000 | NA | 75,000 | 75,000 |
| **Totals** | **400000** | **-** | **400,000** | **400,000** |
| **Additional requested security** | | | | |
| LOC or bond required by carrier | | NA | 150,000 | 150,000 |
| Escrow/Loss Fund (used to pay claims) (4) | | NA | - | - |
| **Totals** | | **-** | **550,000** | **550,000** |

Encova's collateral ask is an increase of $150k under either the $200k option or the $300k option. This is because, based on historical loss data, there are no losses paid out to either retention. USI has reviewed the historical claims stratification and provided our collateral review of Encova's ask to determine if appropriate, see next few slides.

# Historical Claims Stratification

***Workers' Compensation***

| Policy Year | $1 to $50,000 # of Claims | $1 to $50,000 Net Incurred | $50,001 to $100,000 # of Claims | $50,001 to $100,000 Net Incurred | $100,001 to $150,000 # of Claims | $100,001 to $150,000 Net Incurred | $150,001 to $250,000 # of Claims | $150,001 to $250,000 Net Incurred | $250,001 to $350,000 # of Claims | $250,001 to $350,000 Net Incurred | $350,001 to $500,000 # of Claims | $350,001 to $500,000 Net Incurred | $500,001 to Unlimited # of Claims | $500,001 to Unlimited Net Incurred | Total Net Incurred |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3/31/2019 | 47 | $ 230,255 | 1 | $ 15,389 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | $ 245,644 |
| 3/31/2020 | 73 | $ 376,111 | 3 | $ 79,916 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | $ 456,027 |
| 3/31/2021 | 74 | $ 188,176 | 2 | $ 16,894 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | $ 205,070 |
| 3/31/2022 | 69 | $ 482,735 | 3 | $ 47,488 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | $ 530,223 |
| 3/31/2023 | 42 | $ 199,516 | 1 | $ 23,600 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | $ 223,116 |
| Totals | 305 | $ 1,476,793 | 10 | $ 183,286 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | $ 1,660,080 |
| Cumulative Severity %: | | 89% | | 100% | | 100% | | 100% | | 100% | | 100% | | 100% | |
| Penetration Frequency %: | | | 100% | | 0% | | 0% | | 0% | | 0% | | 0% | | |

*Severity % is the percentage of historical incurred dollars that fall at or below the stratified range.
*Frequency % is the percentage of years with claims that penetrated the stratified range.

A stratification of previous claims show that within the last five years, no historical policy year had a claims over $100k. Optimal retention for this insured would be any over $50k, which is greater than 80% of the historical severity of claims.

# Loss Pick for Policy Year 3/31/2024-25

## City of Charleston

**Workers' Compensation Loss Forecast - Losses Limited to $300,000 per Occurrence**

| A | B | C | D | E | F | G (E / F) |
|---|---|---|---|---|---|---|
| Policy Start Date | # of Claims | Limited Incurred | Selected Ultimate Loss | Inflated Ultimate Loss | Inflated Payroll (00's) | Severity Loss Rate |
| 3/31/2019 | 47 | 245,644 | 245,644 | 288,660 | 450,443 | 0.641 |
| 3/31/2020 | 80 | 456,027 | 456,027 | 523,121 | 406,747 | 1.286 |
| 3/31/2021 | 85 | 205,070 | 250,000 | 281,048 | 400,775 | 0.701 |
| 3/31/2022 | 81 | 530,223 | 594,000 | 639,015 | 408,119 | 1.566 |
| 3/31/2023 | 60 | 223,116 | 450,000 | 466,380 | 427,301 | 1.091 |

| | |
|---|---|
| All Years Wtd Avg: | 1.050 |
| 5 Year Wtd Avg: | 1.050 |
| 3 Year Wtd Avg: | 1.122 |
| All Yrs Excl H/L Straight Avg: | 1.026 |
| **Selected Loss Rate:** | **1.026** |
| | X |
| 3/31/24 Proj. Payroll (00's) | 436,082 |
| **3/31/24 Projected Losses:** | **448,000** |
| Using Lowest Historical Rate: | **279,000** |
| Using Highest Historical Rate: | **683,000** |

Loss Rate Selection: Excluding the high and low loss year to get the straight average selected loss rate.

USI's loss pick for the 3/31/2024 loss year is $448,000. This is based on actuary data using the last five years of claims experience for this insured and projecting the ultimate cost based on inflation, med cost increasing, etc. USI has used the All Years excluding the High and Low Straight Average loss rate times by the estimated projected payroll of $4.36M to determine the loss pick. Using the lowest historical and highest historical years, the loss pick could range from $279k to $683k

## City of Charleston

**Encova Collateral Analysis Valued as of 1/31/2024**

***Workers' Compensation***

| A | B | C | D | E | F (D - E) |
|---|---|---|---|---|---|
| Policy Start Date | Deductible | Limited Incurred | Selected Ultimate Loss | Limited Paid | Collateral Need (includes LCF) |
| 3/31/2023 | 300,000 | 223,116 | 450,000 | 74,729 | 412,798 |
| 3/31/2024 | 300,000 | - | 448,000 | - | 492,800 |
| Workers' Compensation Totals | | 223,116 | 898,000 | 74,729 | 905,598 |

Calculations are subject to change based on the financial condition of the company.

| | |
|---|---|
| Current Collateral Held: | 400,000 |
| Estimated Paids Until Adjustment: | (20,150) |

| | Projected Additional | Total Required |
|---|---|---|
| | 485,448 | 885,448 |
| With 20% Credit Discount of $ 177,090: | 308,358 | 708,358 |
| With 30% Credit Discount of $ 265,634: | 219,814 | 619,814 |
| With 38% Credit Discount of $ 336,470: | 148,978 | 548,978 |

USI's Collateral Calculation shows there is a need for collateral totaling $885,448. Encova is requiring another $150k in an LOC to the already held $325k LOC and $75k loss fund. This shows Encova is providing the City of Charleston a collateral discount credit of 37-38%. Collateral credits are subjectively determined by carriers based on financials, relationships, payment history with the carrier, etc.

## City of Charleston

**Loss Summary Information**

**Workers' Compensation**

| Policy Start Date | Policy End Date | Valuation Date | Historical Deductible | LCF (1.00 if not applicable) | Payroll | # of Claims | Count Excl Record Only | # of Open | Net Paid | Case Reserves | Net Incurred | Excess Incurred | Carrier Premium w/out surcharges | Carrier Premium with surcharges | Premium per $100 of payroll | GC Premium w/out surcharges | Undeveloped Loss Ratio | Undeveloped Carrier Profit (pre A&E removal) | Carrier Name |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3/31/2019 | 3/31/2020 | 1/5/2024 | 300,000 | 1.000 | 37,254,795 | 47 | 47 | - | 245,644 | - | 245,644 | - | | | | | N/A | - | |
| 3/31/2020 | 3/31/2021 | 1/5/2024 | 300,000 | 1.000 | 34,616,386 | 80 | 73 | - | 456,027 | - | 456,027 | - | | | | | N/A | - | |
| 3/31/2021 | 3/31/2022 | 1/5/2024 | 300,000 | 1.000 | 35,054,680 | 85 | 74 | - | 205,070 | - | 205,070 | - | | | | | N/A | - | |
| 3/31/2022 | 3/31/2023 | 1/5/2024 | 300,000 | 1.000 | 37,000,000 | 81 | 69 | 8 | 460,308 | 69,915 | 530,223 | - | | | | | N/A | - | |
| 3/31/2023 | 3/31/2024 | 1/31/2024 | 300,000 | 1.100 | 40,695,321 | 60 | 47 | 15 | 74,729 | 148,387 | 223,116 | - | 241,390 | 264,448 | 0.59 | | 0% | 241,390 | Encova |
| 3/31/2024 | 3/31/2025 | 1/31/2024 | 300,000 | 1.100 | 43,608,222 | - | - | - | - | - | - | - | 247,383 | 269,847 | 0.57 | 818,800 | 0% | 247,383 | Encova |
| | | | | | **Subtotals:** | **353** | **310** | **23** | **1,441,778** | **218,302** | **1,660,080** | **-** | **488,773** | | | | | **488,773** | |

Historical policy information used to determine premiums, collateral, and expected loss pick for 3/31/2024.

WVcorp

# Self Insurance Proposal
## February 14, 2024

# 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.

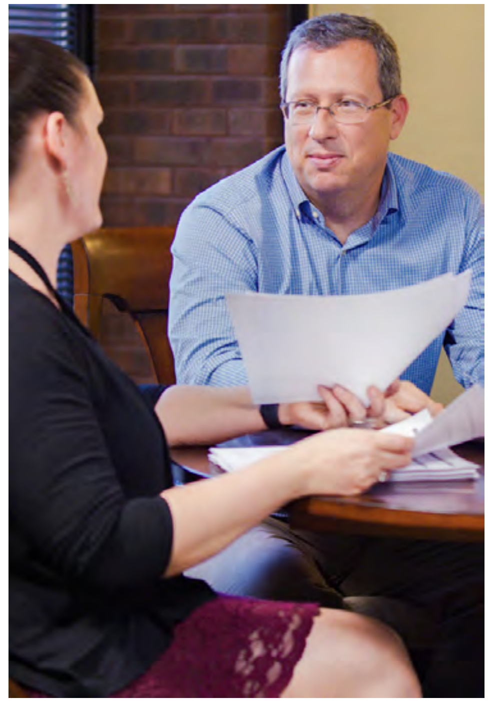
## YOU'RE CHOOSING TRANSPARENCY

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

**2024 – 2025 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 $15,000/Maximum Handling Fee of $20,000

- 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 3/31/2024.**
**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. 934-24

Introduced in Council: February 20, 2024

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 934-24 - Authorizing the Mayor or City Manager, subject to final review by the City Attorney, to renew its contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool, at a price of $1,079,948 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, 2024 through March 31, 2025, in accordance with the costs and coverages in Exhibit A. 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 renew its contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool, at a price of $1,079,948 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, 2024 through March 31, 2025, in accordance with the costs and coverages in Exhibit A. Underinsured motorists coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits of $25,000/$50,000/$25,000 is accepted only.

# Self Insurance Proposal
**February 6, 2024**

# City of Charleston

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| | | |
|---|---|---|
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**COVERAGE**

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- 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

**Contribution Summary Form**

| Coverage | Deductible | Contribution |
|---|---|---|
| **Property :** Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket | See Schedule | $304,047 |
| **Inland Marine :** Replacement Cost if Scheduled, otherwise Actual Cash Value | See Schedule | $6,322 |
| **Equipment Breakdown** | $5,000 | $32,037 |
| **General Liability :** $1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited | $300,000 | $273,108 |
| **Law Enforcement Liability :** $1,000,000 Limit | $300,000 | Included |
| **Public Officials Liability :** $1,000,000 Limit Each Wrongful Act | $300,000 | $91,277 |
| **Automobile :** $1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited | $50,000- Comp<br>$50,000- Collision<br>$300,000- Liability | $142,562 |
| **Crime :** Blanket $1,000,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud $25,000 sublimit | $50,000 | $5,000 |
| **Excess Liability :** Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses. | None | $170,595 |
| **Environmental Liability :** $500,000 Limit | $25,000 | Included |
| **Cyber Risk :** $5,000,000 Limit | $50,000 | $55,000 |
| **Grand Total Annual Contribution** | | **$1,079,948** |
| | Total Contribution Due | $1,079,948 |
| **STOP LOSS P&C** | **$1,200,000** | |
| **STOP LOSS LIMIT P&C** | **$1,000,000** | |

## Property

- WVCoRP provides members with the most extensive property coverage available.
- Property coverage is Special Form specifically drafted for public entities; all perils are covered except those specifically excluded.

| Buildings and Contents | |
|---|---|
| Total Building Values | $ 434,568,490 |
| Total Contents Values | $ 10,391,724 |
| Business Income / Extra Expense ($100,000 Automatic or as scheduled) | $ 4,000,000 |

| Coverage Includes: (no additional charge)* |
|---|
| • Back-up of Sewers & Drains: $1,000,000 Limit<br>• Debris Removal: $20,000,000 Pool Limit<br>• Pollutant Clean-up and Removal: $500,000 Pool Limit<br>• Newly Acquired Property: $10,000,000 Limit (up to 120 Days)<br>When timely reported, covered until renewal at no additional charge if under $500,000 in value;<br>additional charge for new values above $500,000<br>• Property in Transit: $5,000,000 Pool Limit<br>• Utility Services Time Element: $2,000,000 Pool Limit<br>• Building Ordinance/Increased Cost of Construction/Demolition: up to $20,000,000 Pool Limit<br>• Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to $10,000,000 Pool Limit<br>• Flood (if outside the 100 year flood plain): up to $10,000,000 Pool Limit<br>• Architect & Engineering fees for plans, specifications, and supervision included upon replacement<br>• Error in Reporting Provision<br>• Improvements and Betterments to buildings leased by the member<br>• Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet<br>of the premises provided their values are included in the schedule |
| **Does not apply to properties valued at Actual Cash Value (ACV)* |

| Coverage Available (Additional Charge): |
|---|
| Builders' Risk during building construction (Optional - must be reported) |

| Perils Covered |
|---|
| • Special Form; specifically drafted for public entities; all perils are covered except those specifically excluded.<br>• Flood (if outside the 100 year flood plain) and Earthquake are included. |

| Valuation |
| --- |
| • Building & Contents – Replacement Cost, except vacant property at Actual Cash Value or stated otherwise<br>• Business Income - Actual Loss Sustained |

| Other Terms |
| --- |
| • Blanket Limit<br>• No Coinsurance<br>• Vacant Buildings must be reported.<br>***If vacant building becomes occupied, please notify WVCoRP to ensure proper coverage is in place.*** |

| Deductibles (Per Occurrence) |
| --- |
| • \$50,000 Building & Contents<br>• \$50,000 Flood<br>• \$50,000 Earthquake |

| Definitions |
| --- |
| • **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.<br>• **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.<br>• **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.<br>• **Vacant:** A building that does not contain adequate Covered Property to conduct customary business operations. |

## Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

| Inland Marine | |
|---|---|
| Total Inland Marine Value (Per Schedule) | $ 22,008,852 |

| Computers / Electronic Data Processing (EDP) | |
|---|---|
| Hardware (Per Schedule) | $ 1,000,000 |
| Software (Per Schedule) | Included |

**Perils Covered**

- Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.
- Electronic Data Processing (EDP) includes electrical and mechanical breakdown.

**Valuation**

- Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:
- Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.

**Deductible**

$50,000

**Definitions**

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.

## Equipment Breakdown

- Equipment Breakdown is comprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry

| Limits |
| --- |
| • $50,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense, and Hazardous Substances<br>• $1,000,000 Newly Acquired Property (up to 90 Days)<br>• $1,000,000 Demolition (Coverage B)<br>• $1,000,000 Increased Cost of Construction (Coverage C)<br>• $1,000,000 Service Interruption<br>• $250,000 Spoilage Damage<br>• $100,000 Electronic Data or Media Damage |

| Covered Events |
| --- |
| Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes and air conditioning vessels. |

| Deductibles |
| --- |
| • 24 Hours Business Income Loss<br>• $5,000 Per Occurrence |

## General Liability

- WVcorp general liability coverage provides the broadest protection for public entities in West Virginia.
- WVcorp coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available

| Basis of Contribution | |
|---|---|
| Net Operating Expense | $ 64,919,237 |

**Limits**

- $1,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence
- No Annual Aggregate

**Additional Coverages**

- Failure to Supply (No Sublimit)
- Sidetrack Agreements including Railroads
- Contractual Liability for Covered Contracts
- Personal Injury and Advertising Liability
- Broad Form Property Damage Liability
- Incidental Medical Malpractice
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Products/Completed Operations
- Punitive Damages Covered in Most Cases
- Employee Benefits Liability

| Deductible |
|---|
| $300,000 Per Occurence |

## Cyber Risk

- WVcorp members are covered for online privacy matters (including identity theft), losses due to network security breaches (including hacking and viruses), copyright infringement, and online slander or libel, among other issues.
- Increased limits available

| Limits |
| --- |
| • $5,000,000 Per Occurrence and Aggregate - Per Member |

| Coverages |
| --- |
| **Network Security, Privacy, and Data Breach Liability** |
| • Liability for unauthorized access to the computer network, including personal identifying information such as social security numbers, credit card numbers, etc.<br>• Liability for transmission of a computer virus |
| **Multimedia Liability** |
| • Copyright/trademark infringement, invasion of privacy, plagiarism, libel and slander through website or social media |
| **Regulatory Liability** |
| • Liability, including defense costs, resulting from a claim by an official regulatory agency or governmental body as a result of a security breach or privacy breach or breach of privacy regulations<br>• Includes civil and/or administrative penalties or fines imposed by an official regulatory agency or governmental body |
| **Data Breach Incident Response** |
| • Expenses paid to third party service providers arising from a data breach for legal services, notification expenses, fraud monitoring and resolution services, call center services, public relations services, and computer forensic services. |
| **Data Restoration** |
| • Costs to restore, compile or replace data<br>• Reasonable and necessary costs and expenses to determine scope of breach<br>• Costs paid to restore, compile or replace data to a third party as a result of a network security breach or cyber extortion event |
| **Cyber Extortion** |
| • Reimbursement of reasonable costs and expenses resulting from request for money to avoid damage, destruction, corruption or introduction of a computer virus, a malicious code or denial of service |
| **Social Engineering Fraud** |
| • Covers financial loss relating to a social engineering event whereby an employee is instructed to move funds to another bank fraudulently |
| **PCI DSS Fines** |
| • Covers PCI contractual costs and regulatory fines following a security or privacy event |

| Deductible |
| --- |
| • $50,000 Per Occurrence |

## Environmental Liability

- WVcorp provides members with liability protection for first and third party environmental liabilities.
- Coverage for third party cleanup involving above ground pollution exposures is included.

**Limits**

- $500,000 Each Incident and Aggregate - Per Member
- $1,000,000 Pool Aggregate

**Coverages**

- Third Party Clean-up for above ground pollution exposures, such as:
  - Water & Sewer Operations
  - Transfer Stations
  - Spraying of Pesticides and Herbicides
  - Golf Courses
  - Above Ground Storage Tanks

**Exclusions ***

- Underground Storage Tanks
- Landfills

* WVcorp will place coverage for these excluded exposures through a commercial carrier, if requested.

**Deductible**

- $300,000 Per Occurrence


## Law Enforcement Liability

- WVcorp Law Enforcement Liability provides protection from allegations arising from law enforcement operations.

| Limit |
| --- |
| • $1,000,000 Personal Injury, Property Damage, or Wrongful Act – Per Occurrence |

| Coverages |
| --- |
| Follows Coverage Contract for Liability Coverage |

| Additional Coverages |
| --- |
| • Bodily Injury/Property Damage with respects to Law Enforcement operations<br>• Personal Injury Liability<br>• Broad Form Property Damage Liability<br>• Limited Worldwide Liability<br>• Owned Watercraft under 51 feet<br>• Volunteers included as covered persons (volunteer fire & rescue are excluded)<br>• Contractual Liability for covered contracts |

| Deductible |
| --- |
| • $300,000 Per Occurence |

## Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded coverages
- Prior Acts Coverage included if prior coverage was written on claims-made basis.

**Limits**

- $1,000,000 Each Wrongful Act
- $1,000,000 Annual Aggregate

**Policy Form**

Occurrence

**Coverages**

- Employment Practices
- Sexual Harassment
- Notary Public applicable for all current employees while acting within the course and scope of their notarial duties of the Member
- Defense cost in addition to coverage limits

**Additional Provisions**

- Claims handled when filed, not only if a lawsuit is filed

**$100,000 Defense Limit provided for the following excluded coverages:**

- Employment Wrongful Acts, when no monetary damages requested
- Land Use/Eminent Domain (subject to $25,000 Deductible)
- Suits for non-monetary relief brought to remove an elected official pursuant to WV Code §6-6-7 (subject to $25,000 Deductible)

**$50,000 Defense Reimbursement Limit provided for the following excluded coverages:**

- Criminal Acts (subject to a $10,000 Deductible); see contract language for specific terms and conditions

**Deductible**

- $300,000 Per Occurence

## Automobile Liability and Physical Damage

- WVcorp coverage includes hired and non-owned vehicles
- Automatic coverage for newly acquired vehicles at no additional charge until renewal.
- Excess limits available.

| Basis of Contribution | |
|---|---|
| Number of Vehicles | 493 |

### Liability

**Limits**

- $1,000,000 Hired Auto Bodily Injury & Property Damage Liability
- $1,000,000 Liability Limit For Owned and Hired Autos - Bodily Injury and Property Damage - Each Occurrence
- $1,000,000 Non-Owned Auto Liability (excess over any other collectible insurance)
- $25,000 Per Person/$50,000 Per Accident/$25,000 Property Damage Uninsured Motorists / RejectedUnderinsured
- $1,000,000 Garage Liability/$100,000 Garagekeepers
  No Annual Aggregate

**Additional Coverages**

- Out of State No Fault Coverage provided at the basic minimum limits required by state law
- Newly acquired vehicles covered until renewal at no additional charge
- Unlimited Physical Damage for all owned vehicles; deductible will apply
- Replacement cost coverage can be provided on any vehicle with a replacement cost value in excess of $50,000
  - Must be reported at 100% of replacement cost value
  - Additional charge will apply

### Physical Damage

**Deductibles**

- $50,000 Comprehensive (ACV)
- $50,000 Collision (ACV)
- $250 Physical Damage to Hired or Borrowed Autos (up to $50,000)
  $300,000 Auto Liability

### Definitions

- **Replacement Cost (RC):** The Fund will pay the lesser of: (a) the cost of repairing damaged property or replacing damaged or stolen property with the same kind or quality; (b) the cost to replace the damaged or stolen property with comparable new property as of the time of loss; or (c) the Limit of Coverage applicable to the lost, damaged or stolen Covered Auto.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.

Please provide values for all vehicles you wish to have this coverage applied to effective 07/01/2022

## Crime Coverage

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees, board members, commission members and volunteers.

| Limits |
| --- |
| • $1,000,000 Per Occurrence<br>• $100,000 Telephone Toll Fraud |

| Coverage Forms |
| --- |
| • Employee Theft<br>• Employee Dishonesty (Faithful Performance Form)<br>• Loss Inside and Outside the Premises<br>• Money Orders and Counterfeit Paper Currency<br>• Depositors Forgery Coverage<br>• Computer Fraud<br>• Funds Transfer Fraud |

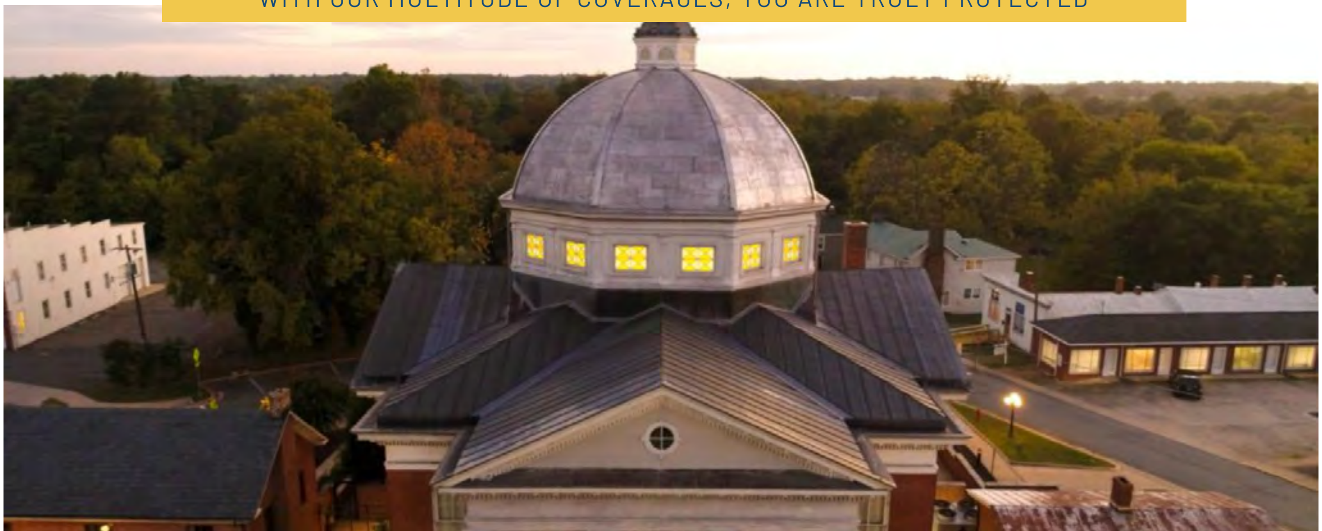
| Public Officials Required Bond |
| --- |
| Meets maximum listed Bond value for all public officials as outlined by West VA Code §6-2-10, §6-2-10A, and §6-2-11 |

| Deductible |
| --- |
| • $50,000 Per Occurrence |

## Excess Liability

- Excess liability provides additional limits over and above the underlying limits for those coverages for which excess limits are purchased.
- Underlying limits must be exhausted before excess liability is available for losses.

| Limits |
| --- |
| • Excess Automobile Liability<br>  ◦ $4,000,000 Limit<br>  ◦ $0 Excess Liability Aggregate<br>• Excess General Liability<br>  ◦ $4,000,000 Limit<br>  ◦ $0 Excess Liability Aggregate<br>• Excess Law Enforcement Liability<br>  ◦ $4,000,000 Limit<br>  ◦ $0 Annual Aggregate<br>• Excess Public Officials Liability<br>  ◦ $4,000,000 Limit<br>  ◦ $4,000,000 Annual Aggregate<br><br>**Does not include Non-Owned Automobile Liability, Garage Liability, and Uninsured/Underinsured Motorists Coverage* |



# Local Government Coverages

We diligently listen to our members to provide a growing number of coverages in-house, including those below:

- **Property** - Written specifically for West Virginia local governments under a “special form,” meaning all perils are covered unless specifically excluded
- **Inland Marine** - Covers trailers, boats, and other movable and specialized property, as well as miscellaneous equipment
- **Boiler & Machinery** - Covers a wide range of equipment such as air conditioning and refrigeration, boilers, and pressure vessels
- **Crime** - Covers crimes committed by employees and volunteers, including losses of money and securities, failure to faithfully perform duties, forgery, and computer fraud
- **Auto** - Covers all vehicles you own, as well as hired and rented vehicles for member business
- **General Liability** - Provides the broadest protection and defense for public entities against allegations of bodily injury or property damage
- **Public Officials Liability** - Provides coverage and defense against allegations of wrongful acts, such as sexual harassment, employment practices, petition for removal, and criminal defense reimbursement
- **Law Enforcement Liability** - Protection and defense from allegations against your officers and their actions
- **Environmental Liability** - Provides members liability protection, including defense, arising from an environmental incident of discharge or release of pollutants
- **Cyber** - Provides coverage due to network security breaches that may include hacking, malware, viruses, and online privacy matters like identity theft
- **Workers’ Compensation** - Provides the most affordable and responsive workers’ compensation program available
- **Excess/Increased Limits** - All coverages can be customized with increased limits beyond what is standard

WVcorp

# WVcorp is right for local government.

You have been entrusted with the power and responsibility to govern your communities, so why shouldn't you have more control over the coverage decisions that matter most when it comes to safeguarding your peace of mind? With WVcorp, you are an owner of the program and its assets, and you have a voice in guiding the direction of the risk pool. WVcorp is governed by a Supervisory Board elected from and by our membership. Why do so many local government entities trust WVcorp with their coverage needs?

- Former local government officials on staff
- Endorsed by WVACo, CCAWV, and WVML
- Only self-insurance risk pool for local government entities in West Virginia
- Only comprehensive cyber liability coverage program available in West Virginia
- Customizable training available at no additional charge

# We truly understand you.

WVcorp was founded upon the vision of providing the best coverages possible for local government while maintaining price stability and transparency. The fact that today WVcorp has been so successful is a testament to our unwavering commitment to those founding principles. Because we work exclusively with local government members of all sizes, we are able to tailor our coverages specifically to your unique needs and quickly respond to new coverage challenges that emerge. WVcorp was the first to offer comprehensive programs for cyber liability, environmental liability, and active shooter coverage, among others, and we are constantly analyzing the regulatory environment for new ways to innovate.

# We are committed to stability.

While the insurance industry as a whole has experienced considerable volatility and regular rate increases, the pool has enjoyed remarkable rate stability year after year. Not only that, but we bring you our rates without gimmicks or games. Although our policy period beings on July 1 each year, you can expect to receive your renewal quote in mid-March, giving you ample time to prepare your budget accordingly. We empower our members to run their own loss reports at the click of a button on our website without having to request that information through an agent. Because we are on the same team when it comes to your protection, we openly share every bit of information that 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.

For more information about this program, please contact the following:

info@riskprograms.com

WVcorp

PROTECTING MEMBERS IN THE EVER-CHANGING TECHNOLOGY FIELD

# Cyber Risk Coverage

## Protect your organization from the latest online threats.

WVcorp gives members peace of mind by providing liability coverage for digital breach of information. In the rapidly-evolving landscape of the technology world, new threats are always around the corner. WVcorp's CyberRisk coverage provides protection from the latest threats and liability concerns. We want members to feel safe when accessing the Internet, which is vital for work life as well as using digital information and equipment when conducting public business.

## Cyber claim frequency has escalated:

- According to the FBI, instances of Cybercrime have jumped as much as 300% since the beginning of the coronavirus pandemic
- The Bureau's Internet Crime Complaint Center (IC3) says it receives between 3,000 and 4,000 cyber security complaints every day, up from around 1,000 complaints per day
- Attacks against public entities have intensified (SolarWinds)
    - $1,500,000 Ransomware event
    - $700,000 Social Engineering event

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## Our Solution

Our coverage includes:

- Network and Information Security Liability
- Communication and Media Liability
    - For unauthorized access to or breaches of personal identifying information
    - Transmission of a computer virus
    - Copyright and trademark infringement, plagiarism, libel, and slander online
- Regulatory Defense Expenses
    - For any claims by a governmental agency resulting from liability related to network security lapse or breach
- Crisis Management and Security Breach Notification Expenses
    - Coverage for public relations services as a result of a network breach or communication fault
    - Expenses to determine the scope of the breach
    - Costs of notification of all affected parties as required by law

## WVcorp is the only local government self-insurance pool that provides:

- Cyber liability coverage with zero deductible
- Cyber Breach Attorney guidance on each claim
- Claims handled by Specialists familiar with Cyber Security trends
- Ransomware/Public Relations event response coverage, no sublimit
- Social Engineering/Fraudulent Instruction event coverage, no sublimit
- No pooled aggregate for purchase of $1,000,000 limit or greater
- Increased coverage available up to $10,000,000 limit

For more information about this program, please contact the following:

info@riskprograms.com

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# Online Member Portal

## Our portal makes it easy to file or review claims and so much more.

We give you access to online tools to help you streamline and simplify your risk management efforts. We believe that interactions with your coverage provider should be easy and transparent. That is why we take you behind the curtain with our secure member portal. When you log in with your unique password, you have the following features available at your fingertips:

- **Homepage** – The home page gives you a quick snapshot of your organization's claims data without going too far into the weeds. You can see a broad overview of the status of current fiscal year claims, current claims by claim type, your financial data over the previous 5 years, and all open claims without ever leaving the home page.
- **Claim reporting tool** – We strive to make reporting claims as simple and convenient as possible. With our claim reporting tool, you can fill out a form online to file a claim, and you'll instantly receive a claim number to help you track your claim through our system.
- **Claim viewer** – You have a right to your claims data. With our claim viewer, we give you access to all the information that we have on each of your losses. You can filter and search for specific claims in order to see the details and financial data associated with each individual claim. We even post our adjuster's notes and correspondences to keep you apprised of any new developments.
- **Report generator** – You have the ability to create, view, and export your own loss runs without ever having to contact us. You can customize your loss reports by selecting which lines of coverage you'd like to see, setting a date range, and choosing to view a summary or detailed report.
- **Site tools** – We offer several online tools that allow you to view your vehicle, equipment, and property schedules, make edits to those schedules, or even request certificates of insurance without ever having to pick up the phone.
- **Risk control resources** – This resource library contains relevant sample policy and procedure templates that can be customized to suit your needs. You will also find training webinars and corresponding presentation slides that can be used to educate your staff.

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THERE'S ALWAYS RISK...THE IMPORTANCE IS ADDRESSING THE DEPTH OF IT

# Risk Control Services

## Our team helps identify and minimize the risks you encounter every day.

While WVcorp is proud to offer the most comprehensive coverages available to protect your organization, we know that every claim can still be disruptive and shouldn't be accepted as an inevitable part of operations. In addition to the financial burden, claims can cost you precious time, result in public embarrassment, or even alter the lives of the individuals involved. Fortunately, we're here to help.

## Our solution

Our Risk Control team is available to help you mitigate risk before it ever results in an incident. Our extensive experience in the operations of our members enables us to identify and address common exposures shared by all as well as those specific to your unique operations.

## Customized to your needs

Our services are custom-tailored to meet the distinct needs of each member. We have an extensive array of member-specific programs, including those for:

- Counties, Cities, Towns, and Villages
- Law Enforcement
- Authorities, including Water & Sewer

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# Breadth of services

Proactive risk control is the essence of pooling, so WVcorp offers a wide array of services to help members working control their risks. From employee training to policy consultation to physical property walkthroughs, our staff will work with you to help identify exposures that can impact your operations from a safety, liability, and property damage standpoint.

Services offered through our Risk Control department include:

- Organizational Risk Management Consultation – Educating member contacts about coverage, loss history, exposures, and strategies for reducing specific losses
- Loss Analysis
    - Workers' Compensation & Property and Casualty
        - Summary by Year
        - Summary by Claim Type
        - Departmental Summary
    - Open claims analysis
    - Detailed individual claim review
- "Train the trainer" approach to promote internal safety programs
- Safety Committee assistance – Supporting members in developing, operating, and leading safety committees
- Employee training – Customized training sessions at member sites to address risk management needs
    - Topics include:
        - Safety and OSHA related training
        - Human Resources
        - Cyber Liability
        - Fleet Management
        - Law Enforcement specific training
    - In-person, live via video conferencing platform, and pre-recorded webinar formats available
    - Online archive of recorded training webinars
    - Safety Source – Online collection of over 1,000 safety videos available to stream instantaneously
- Periodic pool-wide webinars on relevant risk management issues
- On-site facility safety surveys
    - Comprehensive reviews of facility safety
    - Evaluation of work procedures, including job-safety analysis and ergonomics
    - Playground safety inspections with Certified Playground Safety Inspector (CPSI)
    - Fire and electrical hazard assessment
- Policy Consultation – Assisting members with creation or review of formal, written safety programs, policies, and procedures
- Archive of customizable templates available online

For more information about this program, please contact the following:

info@riskprograms.com

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# Law Enforcement Training

## The selfless nature of our law enforcement personnel makes it necessary that they be trained to look out for their own wellbeing while also looking out for the safety of the citizenry.

No matter how safe we attempt to make their jobs, law enforcement officers have an inherently dangerous profession, and they willingly accept those risks. However, we see an increasing number of preventable incidents that could have been avoided had appropriate training been in place.

## Our Solution

WVcorp employs a Public Safety Specialist with a law enforcement background whose focus is solely our members' law enforcement agencies. This specialist, along with other members of WVcorp's Risk Control team, provides law enforcement training on several key areas, including:

- Wellness and physical fitness to ensure optimal performance
- Safety awareness, including pictures, news reports and videos of incidents from our vast claims experience
- Injury and fatality statistical analysis, as well as accident trends based on claims reporting and other data

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- Scenario awareness through prior and pending litigation, where law enforcement is either plaintiff or defendant through our claims experience and national stories
- State law changes that affect law enforcement, as well as policy review
- Safety mindset and complacency, traffic-stop safety, arrest safety and safe transport of prisoners
- Hands-on driving training, including driving simulator scenarios
- Mental fitness to prevent and heal from PTSD and mental stress
- Division of Justice and Community Services updates
- Critical Incident Review - video, statements, and reports

## Submit training for credit.

Along with these training opportunities, we also offer up to 14 hours of coursework that can be submitted to the state for credit:

- Law Enforcement Defensive Driving – 2 hours
- Law Enforcement Emergency Driving/Pursuit – 4 hours
    - Responsibilities
    - Policy Review
    - Sovereign Immunity
- Driving Simulator – 2 hours
- Law Enforcement Safety Attitudes – 2 hours
    - Safety attitude makes a difference
    - Making safety a core value
    - Recognizing unsafe attitudes
    - Emergency vehicle operations
    - Traffic stops
    - Making arrests
    - Transporting suspects
    - Safety away from work
- • Below 100 - 4 hours
    - Wear your seatbelt
    - Wear your vest
    - Watch your speed
    - Complacency skills
    - WIN (What's Important Now)

For more information about this program, please contact the following:

info@riskprograms.com

WVcorp

Resolution No. 935-24

Introduced in Council: Adopted by Council:

February 20, 2024 ____________________

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 935-24 - WHEREAS, the City of Charleston seeks to upgrade Kanawha Boulevard from Magic Island and the West Side, to the 35th Street Bridge, together with Greenbrier Street from Kanawha Boulevard to Washington Street, a project known as the "Charleston Capital Connector";

WHEREAS, this complete street upgrade will make this corridor safer for pedestrians and cyclists, will better connect citizens and visitors to the riverfront and key community hubs, will create better public transit accessibility, will promote improved accessibility for the West Side to the community, will foster downtown economic development, and will make this corridor more beautiful and environmentally sustainable;

WHEREAS, the U.S. Department of Transportation has awarded the City of Charleston $1,750,000 through a "RAISE Grant" to conduct the design, engineering, and permitting necessary to make this project shovel-ready for implementation;

WHEREAS, the City of Charleston will be using the RAISE Planning Grant and city resources to retain the firm GAI Consultants to conduct the design and engineering project for the Capital Connector;

WHEREAS, the U.S. Department of Transportation has issued a notice of funding availability soliciting applications for $1.5 billion in RAISE grants for projects such as the Capital Connector, which can be for up to $25 million each for construction projects, with applications due by close of February 28, 2024;

WHEREAS, the U.S. Department of Transportation RAISE grant solicitation waives the requirement for local matching funds for areas that meet certain criteria, which includes the area for the Charleston Capital Connector project;

WHEREAS, the City of Charleston expects to have completed the design and engineering of the Capital Connector and will have a shovel-ready project for construction, by the time the 2024 RAISE Grant awards will be disbursed to winning applicants;

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

The City Council of Charleston, West Virginia strongly backs the Charleston Capital Connector project, and authorizes the Mayor or City Manager to submit an application for U.S. DOT construction funding for the initiative.

# City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ending

**January 31, 2024**

Respectfully Submitted,

Benjamin D. Adams – City Treasurer

| | Fund / Description | Collections Jan 2024 | Withdrawals Jan 2024 | YTD Balance Jan 2024 | YTD Balance Jan 2023 | FY % Increase / Decrease |
|---|---|---|---|---|---|---|
| 001 | General Fund | 13,970,080.87 | 9,564,825.28 | 23,852,188.45 | 23,751,240.05 | 0.43 |
| 002 | Coal Severance Tax | 47,991.35 | 25,250.00 | 22,759.74 | 6,479.37 | 251.26 |
| 003 | Municipal Stabilization | 75,571.82 | 0.00 | 16,752,858.01 | 19,500,875.55 | -14.09 |
| 007 | Business Improvement Dist Fund | 832.92 | 4,982.55 | 47,313.04 | 25,692.66 | 84.15 |
| 009 | Community Development | 247,055.83 | 246,805.83 | 250.00 | 268.96 | -7.05 |
| 014 | IT Infrastructure | 6,178.52 | 11,037.50 | 1,365,745.29 | 1,560,001.56 | -12.45 |
| 015 | Charleston Land Reuse | 244.06 | 27,566.40 | 45,939.61 | 186,176.03 | -75.32 |
| 017 | Project West Invest | 2.74 | 0.00 | 606.27 | 576.02 | 5.25 |
| 018 | Planning Grant | 0.00 | 0.00 | 72,001.28 | 68,719.48 | 4.78 |
| 019 | Tourism & Promotions | 2,895.40 | 18,000.00 | 627,341.13 | 651,849.44 | -3.76 |
| 020 | Business Development | 3,046.67 | 0.00 | 675,510.52 | 1,002,049.65 | -32.59 |
| 021 | Community Participation | 73.40 | 0.00 | 16,271.58 | 15,459.86 | 5.25 |
| 024 | LGBTQ Working Group | 6.12 | 0.00 | 1,354.74 | 1,287.15 | 5.25 |
| 026 | Uniform Pension Reserve Fund | 1,550,030.15 | 1,090,578.00 | 1,790,584.86 | 34,748,722.22 | -94.85 |
| 027 | Opioid Settlement | 4,113,028.35 | 0.00 | 4,113,028.35 | 0.00 | 100.00 |
| 035 | Municipal Beautification | 515.77 | 0.00 | 114,336.24 | 126,356.93 | -9.51 |
| 036 | Special Demolition | 268.59 | 0.00 | 59,541.43 | 23,722.60 | 150.99 |
| 037 | Sister Cities | 131.50 | 0.00 | 29,151.22 | 28,190.09 | 3.41 |
| 038 | Solid Waste | 400,758.11 | 78,012.35 | 600,869.30 | 316,548.93 | 89.82 |
| 039 | Waste Disposal | 72,036.00 | 72,036.00 | 0.00 | 0.00 | 0.00 |
| 040 | Landfill Closure | 20,205.71 | 0.00 | 4,439,143.17 | 4,106,968.40 | 8.09 |
| 041 | Police Contributions | 320.67 | 0.00 | 71,086.25 | 113,920.61 | -37.60 |
| 042 | Police Evidence | 1,724.11 | 0.00 | 382,204.20 | 623,400.65 | -38.69 |
| 043 | Forfeited Funds | 8,642.51 | 12,629.66 | 497,261.30 | 807,266.35 | -38.40 |
| 044 | Municipal Court | 31,475.46 | 30,041.50 | 264,359.70 | 276,725.58 | -4.47 |
| 045 | Homeland Security | 10,228.68 | 5,114.34 | 494,276.94 | 95,975.28 | 415.00 |
| 046 | Home-ARP Inv Trust Fund | 2,423.64 | 2,423.26 | 7.13 | 0.35 | 1,937.14 |
| 047 | Health Insurance Reserves | 1,423,024.24 | 0.00 | 10,581,828.79 | 6,377,190.35 | 65.93 |
| 048 | Wayfinding Commission | 84.28 | 0.00 | 18,684.09 | 17,752.03 | 5.25 |
| 049 | Live On The Levee | 18,072.12 | 16,159.00 | 16,544.06 | 7,781.76 | 112.60 |
| 073 | American Rescue Plan | 111,220.02 | 173,294.06 | 24,308,309.02 | 28,054,807.51 | -13.35 |
| 080 | Human Rights | 0.00 | 0.00 | 176,793.29 | 176,793.29 | 0.00 |
| 081 | Home Program | 82,511.65 | 82,399.71 | 23,757.62 | 4,480.09 | 430.29 |
| 085 | Firefighters Assistance Grant | 0.00 | 0.00 | 77.08 | 77.08 | 0.00 |
| 088 | SBA Riverfront Project Donation Account | 0.00 | 0.00 | 9.18 | 9.18 | 0.00 |
| 088 | SBA Riverfront Project Grant Account | 0.00 | 0.00 | 10,167.71 | 10,167.71 | 0.00 |
| 095 | Police Grants | 26,054.99 | 7,560.19 | 352,167.54 | 444,564.27 | -20.78 |
| 096 | Historic Preservation | 0.00 | 0.00 | 0.00 | 0.00 | -100.00 |
| 097 | C.A.R.E. | 15,326.60 | 4,157,493.12 | 56,928.69 | 0.00 | 100.00 |
| 099 | Public Arts Grant | 0.00 | 0.00 | 246,743.42 | 216,853.42 | 13.78 |
| 100 | Sinking Fund | 9,921.72 | 3,300.00 | 2,166,247.44 | 2,062,831.61 | 5.01 |
| 200 | Infrastructure | 744.35 | 0.00 | 165,007.09 | 156,775.70 | 5.25 |
| 214 | Civic Center Capital Improvement | 158,995.99 | 56,057.00 | 382,093.29 | 328,693.71 | 16.25 |
| 215 | Municipal Auditorium Capital Improvement | 18,649.91 | 6,470.00 | 296,843.22 | 255,660.64 | 16.11 |
| 220 | General Maintenance | 13,681.42 | 175,151.33 | 3,010,313.31 | 4,463,978.09 | -32.56 |
| 221 | City Service Fee Capital Project | 40,547.99 | 0.00 | 356,394.06 | 629,466.31 | -43.38 |
| 222 | Facilities Maintenance | 15,113.68 | 120,758.34 | 3,289,050.69 | 2,198,414.57 | 49.61 |
| 223 | Green Initiative Fund | 1,210.20 | 0.00 | 268,279.95 | 254,896.80 | 5.25 |
| 224 | Sidewalk Improvement Fund | 1,210.10 | 0.00 | 268,257.93 | 254,875.88 | 5.25 |
| 252 | Public Safety Center | 4,441.27 | 0.00 | 984,546.73 | 0.00 | 100.00 |
| 255 | Ballpark Maintenance | 695.70 | 0.00 | 154,222.70 | 98,002.73 | 57.37 |
| 402 | Civic Center Revenue | 421,977.12 | 486,063.27 | 256,927.95 | 64,020.00 | 301.32 |
| 406 | Parking System Revenue | 234,333.04 | 152,329.94 | 6,134,343.67 | 5,683,076.54 | 7.94 |
| 426 | Parking Operation and Maintenance | 18,930.83 | 15,450.00 | 4,189,384.53 | 3,364,373.00 | 24.52 |
| 427 | Civic Center TIF Project | 1,902.14 | 0.00 | 421,650.22 | 507,146.39 | -16.86 |
| 900 | M - DENT | 2,223.82 | 610,936.66 | 223,205.27 | 712,225.55 | -68.66 |
| 901 | Pending Forfeiture | 5,424.09 | 0.00 | 1,202,419.70 | 1,159,831.36 | 3.67 |
| | Working Cash Advance Fund | 0.00 | 0.00 | 44,925.00 | 44,425.00 | 1.13 |
| | Total All Funds | 23,192,066.22 | 17,252,725.29 | 115,942,112.99 | 145,587,644.34 | -20.36 |