



Frank A. Mullens Jr.
Mayor

City of South Charleston

AGENDA

REGULAR COUNCIL MEETING

July 6, 2023

1. ROLL CALL
2. PRAYER
3. PLEDGE OF ALLEGIANCE TO OUR FLAG
4. MINUTES OF PREVIOUS MEETING: Regular Meeting: 06-15-23
Special Meeting: 07-01-23
5. CITY'S MONTHLY FINANCIAL STATEMENT
6. PETITIONS, COMMUNICATIONS AND PUBLIC HEARINGS

a. An Ordinance amending and readopting Section 167.40 of Article 167 re employee salary schedules (first Reading) (Mayor)
b. A Resolution authorizing the city officials to take any and all actions to enter into an agreement with Grail, LLC (Mayor)
c. A Resolution to waive the open container law for Summerfest 2023 (Mayor)
d. A Resolution designating Fire Chief Virgil White as a delegate to Region 5 Board of WV First Foundation and to nominate Virgil White as Regional Director (Mayor)
e.
f.
g.
h.
i.
j.
k.

7. CONSIDERATION OF BIDS
8. REPORT OF RECREATION COMMITTEE
9. REPORT OF FIRE CHIEF
10. REPORT OF POLICE CHIEF
11. REPORT OF SANITARY BOARD MANAGER/ENGINEER
12. REPORT OF CITY MANAGER
13. REPORT OF PUBLIC WORKS DIRECTOR
14. REPORT OF CITY ATTORNEY
15. REPORT OF CITY TREASURER
16. COMMITTEE REPORTS
17. MISCELLANEOUS BUSINESS
18. ADJOURNMENT

JOURNAL OF THE COUNCIL
CITY OF SOUTH CHARLESTON

The council met in its chambers in City Hall on June 15, 2023 at 7:30 p.m., DST for the second meeting and was called to order by Mayor Mullens.

Margie Spence, City Clerk, called the roll and the following members were present:

Jamie Sibold	Kent Rymer
Tommy Spurlock	Bob Lilly
Kathleen Walker	Laura Marker
David DiFilippo	Mayor Mullens

Absent was: Adam Strider.

PRAYER

Given by Kent Rymer

PLEDGE OF ALLEGIANCE

Led by Margie Spence.

ALSO IN ATTENDANCE

Shawn Zuniga, Recreation Director
Virgil White, Chief, South Charleston Fire Department
Brad Rinehart, Chief, South Charleston Police Department
Gerald Burgy, Director Public Works Department
Steve DeBarr, Director, Sanitary Board/Engineer
Michael Moore, City Attorney

MINUTES OF PREVIOUS MEETING

It was moved by Mrs. Walker; seconded by Mr. DiFilippo to approve the minutes of the June 1, 2023 council meeting. This passed by a unanimous voice vote.

FINANCIAL REPORT

It was moved by Mr. Sibold; seconded by Mrs. Walker to approve the financial report. This passed by a unanimous voice vote.

PETITIONS, COMMUNICATIONS AND PUBLIC HEARING**AN ORDINANCE TO AMEND SECTION 1307.01 OF THE CITY CODE OF THE CITY OF SOUTH CHARLESTON CONCERNING TOURIST HOMES (SECOND READING) (MAYOR)**

It was moved by Mr. Sibold; seconded by Mr. DiFilippo to adopt the ordinance. This passed by a unanimous voice vote.

AN ORDINANCE AMENDING THE PERSONNEL POLICY OF THE CITY OF SOUTH CHARLESTON, WEST VIRGINIA WITH RESPECT TO APPENDIX A TO THE CITY CODE DEALING WITH THE COMPREHENSIVE GRADED ANNUAL SALARY SCHEDULE BY CLASSIFICATION FOR ELECTED OFFICIALS OF THE CITY (SECOND READING) (MAYOR)

It was moved by Mr. Sibold; seconded by Mr. Lilly to adopt the ordinance. This passed by a unanimous voice vote.

RESOLUTION OF THE COUNCIL OF THE CITY OF SOUTH CHARLESTON, WEST VIRGINIA AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS WITH REGARD TO IMPROVEMENTS TO THE CENTRAL AVENUE OVERPASS, SOUTH CHARLESTON, KANAWHA COUNTY, WEST VIRGINIA (MAYOR)

It was moved by Mrs. Walker; seconded by Mr. Rymer to approve the resolution. This passed by a unanimous voice vote.

BIDS**INSURANCE PACKAGE FOR CITY**

It was moved by Mr. Sibold; seconded by Mrs. Marker to award the bid to USI – Traveler's – General Liability, Auto and Property in the amount of \$ 521,020.00. This passed by a unanimous roll call vote.

INSURANCE PACKAGE FOR CITY

It was moved by Mr. Sibold; seconded by Mr. DiFilippo to award the bid to Centurion Insurance – Brickstreet Encova – Worker's Comp in the amount of \$299,650.00. This passed by a 7-1 roll call vote with Mrs. Walker abstaining.

REPORT OF RECREATION DIRECTOR – No written report.

REPORT OF FIRE CHIEF – No written report. Chief White reported to council that all hydrants in the city are checked and regulated often by the fire department.

REPORT OF POLICE CHIEF – No written report. Chief Rinehart awarded promotions to two Lieutenants, two Sergeants, and three Corporals.

REPORT OF SANITARY BOARD MANAGER/CITY ENGINEER – No written report.

REPORT OF CITY MANAGER – No written report.

REPORT OF PUBLIC WORKS DIRECTOR – No written report. Mr. Burgy reported that the softball tournaments at Little Creek Park were a great success.

REPORT OF CITY ATTORNEY – No written report.

REPORT OF CITY TREASURER – No written report.

COMMITTEE REPORTS

None.

MISCELLANEOUS BUSINESS

Mayor Mullens stated there will be a ribbon cutting for Station 5 soon.

The canvass for the election will be tomorrow morning at 10:00 am at the Voter's Registration office.

The swearing-in of all officials will be July 1 at 4:00 pm in council chambers.

ADJOURNMENT

It was moved by Mr. Sibold; seconded by Mrs. Walker to adjourn the meeting. Mayor Mullens adjourned the meeting at 7:50 pm.

APPROVAL

Approved this day _____ of _____, 2023.

Frank A. Mullens, Jr., Mayor

ATTEST:

Margie Spence, City Clerk

JOURNAL OF THE COUNCIL
CITY OF SOUTH CHARLESTON

The council met in its chambers in City Hall on July 1, 2023 at 6:00 p.m. for a Special Meeting and was called to order by Mayor Mullens.

Margie Spence, City Clerk, called the roll and the following members were present:

Kathleen Walker	Westley Smolder
Lara Marker	Adam Strider
Bob Lilly	Kent Rymer
Tommy Spurlock	Mayor Mullens

David DiFilippo had been sworn in at an earlier date.

PRAYER

Offered by Kent Rymer

PLEDGE OF ALLEGIANCE

Led by Margie Spence.

SWORN IN BY H. WYATT HANNA, III, MUNICIPAL JUDGE:

Shawn Zuniga, Recreation Director
Virgil White, Chief, South Charleston Fire Department
Brad Rinehart, Chief, South Charleston Police Department
Steve DeBarr, Manager, Sanitary Board/City Engineer
Rick Atkinson, City Manager
Gerald Burgy, Director, Public Works Department
Michael Moore, City Attorney
Hannah Parsons, City Treasurer

PETITIONS, COMMUNICATIONS AND PUBLIC HEARINGSOATHS OF OFFICE

The Oaths of Office were given by The Honorable H. Wyatt Hanna, III, Municipal Judge, City of South Charleston.

Judge Hanna swore in the appointed officials of the city.

Judge Hanna swore in the council members.

Mayor Mullens swore in the Municipal Judge. H. Wyatt Hanna, III.

Judge Hanna swore in the City Clerk, Margie Spence.

Judge Hanna swore in the Mayor, Frank Mullens.

ADJOURNMENT

Mrs. Walker moved to adjourn the meeting; seconded by Mr. Spurlock and passed by a unanimous voice vote.

Mayor Mullens adjourned the meeting at 6:15 p.m.

APPROVAL

Approved this ____ day of _____, 2023.

Frank A. Mullens, Jr., Mayor

ATTEST:

Margie Spence, City Clerk

INTRODUCED BY:

Frank A. Mullens, Jr., Mayor

ORDINANCE NO:

REFERRED TO:

APPROVED ON:

**AN ORDINANCE TO AMEND AND READOPT SECTION 167.40
OF ARTICLE 167 OF THE CITY CODE OF THE CITY
OF SOUTH CHARLESTON REGARDING EMPLOYEE SALARY SCHEDULES**

WHEREAS, the City of South Charleston has determined that the starting pay for police offices in the City is not competitive with surrounding departments; and

WHEREAS, Section 167.40 incorporates by reference the salary schedule that establishes rates of pay for employees of the City of South Charleston, including its firefighters, police officers, and other employees; and

WHEREAS, the pay scales for all city employees should provide for competitive pay rates to attract and retain quality employees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH CHARLESTON THAT ARTICLE 167 AT SECTION 167.40 BE AMENDED TO READ AS FOLLOWS:

There is hereby ordained and established, effective July 30, 2023, that certain graded salary schedule for specified employees and officers of the City, as set forth in Schedule A appended hereto, together with any headnotes, footnotes, and appendices, incorporated herein and made a part of this section by reference, and that all prior ordinances, including but not limited to Ordinance Nos. 2300, 2225, 2200, 2117, 2087, 2066, 2026, 1985, 1950, 1944, 1917, 1875, and 1775, establishing rates of pay for employees of the City and ratifying, affirming and approving wages and salaries, are hereby modified and amended as provided herein.

This ordinance shall take effect upon passage on second reading and be effective on July 30, 2023.

The Mayor, City Clerk and other officers of the City are hereby authorized and directed to take such other actions as may be reasonably necessary to effect this action.

Through authentication of this Ordinance, the Mayor shall certify the current replacement pages to the City Code, which shall be filed as a permanent record in the office of the City Clerk.

ATTEST:

Margie Spence, City Clerk

Frank A. Mullens, Jr., Mayor

This ordinance was prepared by Moore & Biser PLLC, City Attorney.

City of South CharlestonPolice Department Pay Scale

Police Hourly based on 2288 Hours annually

Effective July 31, 2023

	1	2	3	4	5
Annual	\$46,000	\$46,275	\$46,549	\$46,824	\$47,098
Patrol	\$20.10	\$20.23	\$20.34	\$20.47	\$20.58
Annual	\$48,863	\$49,413	\$50,155	\$50,907	\$51,670
Corporal	\$21.36	\$21.60	\$21.92	\$22.25	\$22.58
Annual	\$54,254	\$55,339	\$56,446	\$57,575	\$58,726
Sergeant	\$23.71	\$24.19	\$24.67	\$25.16	\$25.67
Annual	\$61,663	\$62,896	\$64,154	\$65,437	\$66,746
Lieutenant	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17

INTRODUCED BY:

RESOLUTION NO:

Frank A. Mullens, Jr., Mayor

**RESOLUTION AUTHORIZING CITY OFFICIALS TO TAKE ANY AND ALL
ACTIONS NECESSARY TO ENTER INTO AN AGREEMENT WITH GRAIL, LLC, TO
PROVIDE GALLERI MULTI-CANCER EARLY DETECTION TESTS FOR THE
SOUTH CHARLESTON FIRE DEPARTMENT**

WHEREAS, the City of South Charleston Fire Department has funds allocated in the approved Fiscal Year 2024 budget for medical testing for firefighters; and

WHEREAS, the funds will provide for the purchase of 52 Galleri Multi-Cancer Early Detection Tests for the South Charleston Fire Department at a cost of Six Hundred Forty Nine dollars (\$649.00) each, for a total cost of Thirty Three Thousand, Seven Hundred and Forty Eight dollars (\$33,748.00); and

WHEREAS, the South Charleston City Council finds that Grail, LLC, is a sole source supplier for the tests; and

WHEREAS, the City Council, upon the recommendation of the Mayor and Fire Chief, finds that multi-cancer early detection screening is in the best interests of the City of South Charleston and the South Charleston Fire Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SOUTH CHARLESTON THAT:**

The Mayor, Fire Chief, City Attorney, City Treasurer, City Manager, and City Clerk are authorized to negotiate and enter into a contract with Grail, LLC, on behalf of the City of South Charleston and purchase 52 Galleri Multi-Cancer Early Detection tests, in substantially the same form as Exhibit A attached hereto, and to take any other steps necessary to finalizing the acquisition of the multi-cancer early detection screening tests from Grail, LLC.

This Resolution is effective immediately upon passage.

Passed this ____ day of _____ 2023.

ATTEST:

Margie Spence, City Clerk

Frank A. Mullens, Jr., Mayor

This resolution was reviewed by Moore & Biser, PLLC, City Attorney.

For payment by check:
GRAIL, LLC
Dept LA 25195
Pasadena, CA 91185-5195

2.0 Specimens and Personal Data

2.1 Protections. GRAIL is a Covered Entity healthcare provider under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Part 160 and Part 164 (Subparts A – E) (collectively, “HIPAA”), and therefore any personal data about a participant in Company’s offering of the Laboratory Test that GRAIL receives directly from either (a) such a participant, or (b) a healthcare professional who orders the Laboratory Test for such a participant, including any healthcare professional at GRAIL’s contracted telemedicine provider (“Participant Personal Data”), is governed by HIPAA and is subject to GRAIL’s administrative, technical, and physical safeguards and applicable policies for protecting the privacy and security of Protected Health Information (defined as specified in the HIPAA Privacy Rule 45 CFR 160.103).

2.2 Collection and Rights. For Laboratory Tests collected by GRAIL’s third-party phlebotomy provider, GRAIL will ensure transfer of blood specimens from patient(s) (“Specimens”) by such third-party provider to GRAIL. As between the Parties, GRAIL will own all rights, title and interest in and to Specimens and will have sole right to use and analyze Specimens and any related Participant Personal Data consistent with the permissions granted by relevant participants in connection with the Test and applicable laws. Company will have no access to Specimens and such Participant Personal Data.

2.3 Inability to Process. GRAIL may not be able to process Specimens or to provide Laboratory Test results reports in certain instances, including but not limited to: (a) Specimens lost or damaged prior to delivery at GRAIL laboratories; (b) contaminated Specimens; (c) incomplete or inaccurate information on the Laboratory Test requisition form; (d) the relevant patient canceling the Laboratory Test; (e) the ordering healthcare professional canceling the Laboratory Test; and (f) shipping delays. Specimens collected from patients who are twenty-one (21) years old or younger or who are pregnant will not be processed.

3.0 Confidentiality

3.1 Confidential Information. The Parties acknowledge that a Party (the “Recipient”) may have access to confidential or proprietary information (“Confidential Information”) of the other Party (the “Discloser”) in connection with this Agreement. In order to be protected as Confidential Information, information must be marked or confirmed in writing as such or it must be information reasonably expected to be treated in a confidential manner under the circumstances of disclosure or by the nature of the information itself. This Agreement, including its terms, including pricing, is Confidential Information. During the Term of this Agreement and for a period of five (5) years thereafter, the Recipient will hold the Discloser’s Confidential Information in confidence using at least the degree of care that is used by the Recipient with respect to its own Confidential Information, but no less than reasonable care. The Recipient will disclose the Confidential Information of the Discloser solely on a need-to-know basis to its employees, contractors, officers, directors, and representatives, under written confidentiality and restricted use terms consistent with this Agreement. The Recipient will not use the Discloser’s Confidential Information for any purpose other than exercising its right and fulfilling its obligations under this Agreement. The Confidential Information will at all times remain the property of the Discloser. The Recipient will, upon written request of the Discloser, return to the Discloser or destroy the Confidential Information of the Discloser. Notwithstanding the foregoing, the Recipient may maintain one copy of the Discloser’s Confidential Information to be retained by the Recipient for archival purposes or if required to be retained by law.

DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) OF COMPANY OR OF ANY THIRD PARTY. GRAIL'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY COMPANY TO GRAIL UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

5.0 Term and Termination

5.1 Term; Non-Renewal. This Agreement will commence on the Effective Date and continue in effect for an initial one (1) year period ("Initial Term") ending on June __, 2024 and will automatically extend for two (2) additional one (1) year periods (each, a "Renewal Term") unless earlier terminated by Company providing written notice of non-renewal during the thirty (30) day period ending on the last day of the Initial Term or the first Renewal Term.

5.2 Termination. This Agreement may be immediately terminated by either Party upon written notice, if the other Party is in material breach of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice from the non-breaching Party. This Agreement may be terminated by GRAIL, without cause, upon thirty (30) days' prior written notice to Company.

5.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Company will make payment to GRAIL for any Laboratory Tests results reports provided to Company's Users, including those provided after the termination or expiration date for Laboratory Tests ordered prior to such date (other than those for which GRAIL has agreed in the Purchase Addendum to invoice any third party). In addition, Company will return any Collection Materials it possesses as of the expiration or termination date back to GRAIL.

5.4 Survival. Expiration or termination of this Agreement for any reason will not affect either Party's rights or obligations which, at the time of such expiration or termination, have already accrued to such Party. In addition, the obligations of the Parties contained in Articles 3, 4, 6 and 7 and Sections 2.2 and 5.3 hereof will survive expiration or termination of this Agreement.

6.0 Miscellaneous

6.1 Records. The Parties will maintain records and data related to its obligations under this Agreement in accordance with applicable laws and any specific record-keeping obligations included in the Purchase Addendum.

6.2 Feedback. To the extent Company provides comments, suggestions or other feedback directly on and directly related to the Laboratory Test ("Feedback"), Company hereby grants to GRAIL and GRAIL accepts a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license, with the right to sublicense, under its intellectual rights to the Feedback to incorporate or otherwise utilize Feedback as provided by Company to GRAIL in the development and commercialization of GRAIL products and display, perform, copy, make, have made, use, sell, and otherwise dispose of and support GRAIL's products and documentation embodying such Feedback.

6.3 Force Majeure. In the event either Party will be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, pandemic, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or cause beyond such Party's reasonable control, then performance of such act will be excused for the period of such delay, and the affected Party will receive time to perform the act equal to the period of delay. Notice of the start and stop of any such force majeure

Agreement or applicable law, will not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

6.9 Entire Agreement; Amendments. This Agreement, including all Exhibits attached hereto, represents the complete and entire understanding between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, regarding this subject matter. No changes or modifications of this Agreement or any Purchase Addendum will be deemed effective unless in writing and executed by the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

GRAIL, LLC

By: _____

Name: _____

Title: _____

Date: _____

SOUTH CHARLESTON FIRE DEPARTMENT

By: _____

Name: _____

Title: _____

Date: _____

determines in its sole discretion that (a) applicable law in the location would make such an Onsite Testing Event infeasible, or (b) an Onsite Testing Event cannot be conducted in a manner that complies with applicable law. Company acknowledges that neither GRAIL nor its third-party providers will verify whether any individual seeking the Test is an Eligible Participant, and Company agrees that Company nonetheless remains responsible for payment with respect to any Test results report delivered as a result of Onsite Testing Events.

1.7 Company-Provided Services. GRAIL and Company may agree, on a case-by-case basis for any Onsite Testing Events, for Company to provide third party healthcare professionals for Test request review and ordering and/or phlebotomy services for Specimen collection. GRAIL will have no responsibility for such service providers and disclaims any liability resulting from performance of such Company-provided service providers. For each Test ordered by Company-provided healthcare professionals, Company will ensure entry of the correct partnership program code in the "Billing Information" section of TRF(s) submitted for Company's account and pricing set forth herein.

2.0 Payments; Schedule

2.1 Payment: GRAIL will process the Test at a charge of \$649 per Test for Eligible Participants.

2.2 Payment Schedule: For a Test requisition form ("TRF") marked "Other," GRAIL will invoice Customer on a calendar month basis for all Test results reports delivered to Customer in the preceding calendar month; or, if a partnership program code is entered for Firefighter Pricing, the third party that is associated with that partnership program code. For TRFs marked as "Patient Self-Pay," GRAIL will invoice patients directly. Customer may choose to restrict the billing method for Test results reports delivered by checking the appropriate box below, subject to the following: *In order to comply with state billing laws for Test orders received from Healthcare Professionals in NY and RI, GRAIL will always bill the patient directly, regardless of the selection on the TRF or checkbox below, or request by the Company to the contrary.*

You are not required to check a box below. If you are checking a box below, then by doing so you authorize and instruct GRAIL to instruct its third-party billing services provider to program your account to override any TRF requests that are marked with a bill to-type other than the method chosen below; and further you represent and warrant that you have the legal authority to act on behalf of Customer to authorize and instruct GRAIL to do so.

Bill to: ☐ Company only (for states other than NY and RI)

☐ Patient only

If you are signing on behalf of the Company, you represent and warrant that you: (1) have full legal authority to bind the Company to these terms and conditions; (2) have read and understood the TPA and Purchase Addendum; and (3) agree to this Purchase Addendum on behalf of the Company. If you do not have the legal authority to bind the Company, do not sign this Purchase Addendum.



Galleri Multi-Cancer Test

PREPARED FOR

South Charleston Fire Department

315 Fourth Ave
South Charleston, WV

PREPARED DATE

Jun 23, 2023

EXP. DATE

Sept 30, 2023

ITEM	QTY	PRICE	TOTAL
Galleri Multi-Cancer Early Detection Test	52	\$649	\$33,748
Onsite Ordering provider and resulting	1	Included	Included
Onsite Phlebotomists	2	Included	Included
			\$33,748

INTRODUCED BY:

Frank A. Mullens, Jr., Mayor

RESOLUTION NO:

REFERRED TO:

APPROVED ON:

**A RESOLUTION TO WAIVE THE OPEN CONTAINER LAW
ENDORSE THE APPLICATION FOR A CLASS S WVABCC BEER LICENSE
FOR SUMMERFEST 2023**

WHEREAS, the South Charleston Convention and Visitor's Bureau is sponsoring a festival "Summerfest" at the Mound; and

WHEREAS, Certain ABCC Licensed Establishments plan to offer beer for consumption of the guest during the event to be held on August 16 thru 19, 2023 and they are required to obtain a special license and/or special permission from the West Virginia Alcohol Beverage Control Commission, and;

WHEREAS, the City Council of the City of South Charleston must waive the open container law and endorse any application for a Special Fair and Festival Non-Intoxicating Beer License from the West Virginia Alcohol Beverage Control Commission in accordance with West Virginia Code 11-16-11;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH CHARLESTON THAT:

The City of South Charleston does hereby endorse the application for a Class S Non-Intoxicating Beer License of the Licensed ABCC establishments in the festival area for Summerfest event to be held at the Mound on August 16 to 19, 2023 and to further waive the "Open Container Law" for the festival area during the period of the event.

City Manager Rick Atkinson is hereby authorized to execute any and all documents necessary to inform the WVABCC of the actions taken related hereto.

The Resolution shall become effective immediately upon passage.

ATTEST:

Margie Spence, City Clerk

Frank A. Mullens, Mayor

INTRODUCED BY:

RESOLUTION NO:

Frank A. Mullens, Jr., Mayor

**RESOLUTION TO DESIGNATE FIRE CHIEF VIRGIL WHITE AS THE CITY'S VOTING
DELEGATE TO REGION 5 BOARD OF WEST VIRGINIA FIRST FOUNDATION AND TO
NOMINATE VIRGIL WHITE AS REGIONAL DIRECTOR**

WHEREAS, the City of South Charleston was one of the Plaintiffs in litigation brought against opioid makers and distributors; and

WHEREAS, the settlement proceeds are divided among the State of West Virginia and the local governments and the West Virginia Legislature created the West Virginia First Foundation to distribute the state's settlement funds; and

WHEREAS, the West Virginia First Foundation board of directors will be composed of 11 directors, with five appointed by the Governor and the remaining six to be selected to represent each region; and

WHEREAS, Region 5 includes 10 counties, of which Kanawha County is the largest, as well as all local governments within those 10 counties; and

WHEREAS, the Attorney General has asked the Kanawha County Commission to convene a meeting of all local governments for the purpose of electing an initial Director, which meeting will take place on July 12, 2023; and

WHEREAS, each local government must send one delegate to the meeting who is authorized to vote on selecting the Regional Director, who should have the relevant knowledge, skill and expertise to advance the Foundation's goals and more specifically, should have expertise in one or more of the following disciplines: substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management; and

WHEREAS, South Charleston Fire Chief Virgil C. White is well-respected in his field and has extensive experience in areas related to substance abuse treatment and public safety, such that the City believes he would be an ideal representative of the City and Director of Region 5,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
SOUTH CHARLESTON THAT:**

Fire Chief Virgil C. White is designated as the City of South Charleston's delegate and is authorized to vote on the selection of the Regional Director, and the City nominates Virgil C. White as Regional Director for Region 5.

This Resolution shall become effective immediately upon passage.

Passed this ____ day of _____ 2023.

ATTEST:

Margie Spence, City Clerk

Frank A. Mullens, Jr., Mayor

This resolution has been prepared by Moore & Biser, PLLC, City Attorney.

FINANCE COMMITTEE

July 6, 2023

The South Charleston City Council Finance Committee will meet on **Thursday, July 6, 2023** at **7:15 P.M.** The Meeting will be held in the City Council Chamber at South Charleston City Hall and on ZOOM.

APPROVAL OF MINUTES:

- Regular Meeting- June 22, 2023

OLD BUSINESS:

NEW BUSINESS:

- Monthly Revenue Collections Report– June 2023
- Confirming Purchase – Police Vehicles
- Confirming Purchase – Health Insurance
- Resolution – Multi-Cancer Early Detection Screening
- Ordinance - Police Pay Scale

BUDGET PERFORMANCE:

MISCELLANEOUS:

EXCUTIVE SESSION:

ADJOURNMENT:

Monthly Collections - Fiscal Year 23

	FY23	FY22	FY21	FY20	FY19	FY18	FY17	Average 22-18	% of Total	Compare to Avg	Increase	Estimate FY22	Compare to Est
July	3,471,088.89	2,886,757.68	2,668,134.82	2,972,526.12	3,064,100.89	2,965,273.46	1,812,575.50	2,972,164.54	10.37%	498,924.35	14.37%	3,129,811.07	341,277.82
Aug	2,309,012.54	2,078,372.53	1,924,655.25	1,793,976.78	1,842,384.83	1,628,437.24	1,677,227.11	1,835,792.85	6.40%	473,219.70	20.49%	1,933,165.11	375,847.43
Sept	3,939,232.70	3,881,111.14	2,897,373.48	2,808,230.25	3,150,187.34	3,328,933.24	3,023,460.78	3,292,115.49	11.48%	647,117.21	22.33%	3,466,732.54	472,500.16
Oct	3,644,834.15	3,535,668.56	4,001,596.24	3,828,567.15	3,536,142.33	2,534,620.05	3,161,196.43	3,358,749.52	11.71%	286,084.63	7.15%	3,536,900.91	107,933.24
Nov	1,739,730.58	1,744,223.98	1,401,578.02	1,193,643.75	1,683,236.19	1,879,896.86	1,582,621.88	1,625,250.20	5.67%	114,480.39	8.17%	1,711,455.07	28,275.51
Dec	1,618,305.96	1,431,595.63	1,281,266.36	1,641,091.62	1,511,522.24	1,332,174.10	1,182,683.44	1,479,095.90	5.16%	139,210.06	10.87%	1,557,548.60	60,757.36
Jan	3,694,705.99	3,508,275.81	2,894,978.35	2,953,725.57	2,908,644.64	2,974,652.06	2,992,053.60	3,086,324.52	10.76%	608,381.47	21.02%	3,250,026.21	444,679.78
Feb	1,747,798.51	1,835,932.32	1,486,767.13	1,722,841.70	1,178,250.93	1,501,567.58	1,331,143.77	1,559,648.13	5.44%	188,150.38	12.65%	1,642,373.41	105,425.10
Mar	3,024,632.26	3,035,944.25	2,749,757.11	2,939,827.92	2,721,128.49	2,562,773.30	2,321,938.59	2,814,918.49	9.82%	209,713.77	7.63%	2,964,224.54	60,407.72
Apr	4,357,278.32	3,504,560.84	3,185,623.41	3,099,531.69	3,595,408.23	3,141,604.31	2,152,870.73	3,335,276.27	11.63%	1,022,002.05	32.08%	3,512,182.61	845,095.71
May	2,291,122.07	2,080,846.64	1,566,211.87	1,775,569.85	1,992,754.71	1,626,983.40	1,902,382.65	1,869,038.65	6.52%	422,083.42	26.95%	1,968,174.30	322,947.77
June	1,626,122.84	1,391,087.35	1,620,244.45	1,418,947.66	1,680,050.95	1,283,648.01	1,460,882.21	1,443,433.49	5.03%	182,689.35	11.28%	1,519,994.63	106,128.21
Total	33,463,864.81	30,914,376.73	27,678,186.49	28,148,480.06	28,863,811.77	26,760,563.61	24,601,036.69	28,671,808.04	100.00%	4,792,056.77	17.31%	30,192,589.00	3,271,275.81
YTD	33,463,864.81	30,914,376.73	27,678,186.49	28,148,480.06	28,863,811.77	26,760,563.61	24,601,036.69	28,671,808.04		4,792,056.77		30,192,589.00	3,271,275.81

Monthly Collections - Fiscal Year 23

Motion to Accept Bid – Police Vehicles 6-23-23

The West Virginia State Police ordered 50 police vehicles which were delivered to Thornhill Auto, the vehicles were rejected due to not meeting the paint spec of the shade of blue. Thornhill contacted police agencies in West Virginia and offered agencies to reserve vehicles for purchase. These police vehicles are offered at a government contract price and due to the global supply change issues of obtaining police vehicles it is the recommendation of the administration to award the following bid and ask for City Council's concurrence via an email poll with the official confirmation at the next full City Council meeting:

Thornhill Auto – 2 - 2023 Ford Explorers Police Vehicle - \$42,849.00 each total \$85,698.00.

All items are within the budgeted amounts for these purchases and will be paid for from the Police Forfeiture Fund.

MOTOR VEHICLE PURCHASE AGREEMENT

BUYER'S NAME SO. CHARLESTON POLICE DEPART		DATE 06/16/2023
ADDRESS 4TH AVE. & D STREET		CITY/STATE SOUTH CHARLESTON, WV
HOME PHONE N/A	WORK PHONE (304)744-6903	SALESPERSON CHARLES E ELLIS
		ZIP 25303

VEHICLE INFORMATION

ENTER MY ORDER FOR ONE: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		VIN 1FM5K8AB1PGB29652	MILEAGE 5	STOCK NO. 23F253
YEAR 2023	MAKE FORD	MODEL POLICE INTERCEPT	TRIM 96	COLOR BLUE METALLIC
			TOP	TO BE DELIVERED ON OR ABOUT 06/16/2023

TRADE-IN INFORMATION

YEAR N/A	MAKE N/A	MODEL N/A	TITLE NO.
VIN N/A	MILEAGE N/A		
BALANCE OWED TO N/A		ACCOUNT NO. N/A	
ADDRESS		GOOD UNTIL N/A	

ODOMETER MILEAGE STATEMENT

THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS **N/A** MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW.

☐ ODOMETER MILEAGE IS **NOT** ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.

NEGATIVE EQUITY

I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$
of negative equity from my trade-in be included in the cash price of the vehicle.

REMARKS

N/A
N/A
N/A
N/A
N/A
N/A
N/A

Dealer hereby warrants this vehicle for ___ months or ___ miles, whichever comes first. If this vehicle fails in normal service within that period, dealer will perform repairs in accordance with the attached limited warranty. All warranties, if any, by a manufacturer or supplier other than dealer are theirs, NOT dealers, and only such manufacturer or other supplier shall be liable for performance under such warranties, express or implied.

The front and back of this Order and the attached limited warranty comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. If this agreement is for a used vehicle see contractual disclosure statement below. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as it appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this order.

CONTRACTUAL DISCLOSURE STATEMENT

(USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE BUYER'S GUIDE FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE BUYER'S GUIDE OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

1.	CASH PRICE OF VEHICLE	42,849.00
2.	N/A	N/A
3.	N/A	N/A
4.	N/A	N/A
5.	N/A	N/A
6.	N/A	N/A
7.		
8.		
9.		
10.		
11.	TOTAL CASH PRICE (1 THRU 10)	42,849.00
12.	LESS TRADE-IN	N/A
13.	DIFFERENCE (11 MINUS 12)	42,849.00
14.	TOTAL TAXABLE AMOUNT	42,849.00
15.	PLUS BALANCE OWED	N/A
16.		N/A
17.	SALES TAX	N/A
18.	TITLE FEE	N/A
19.	LIEN FEE	N/A
20.	TRANSFER FEE	N/A
21.	ADDITIONAL WEIGHT FEE	N/A
22.	LICENSE FEE	N/A
23.	INSURANCE FEE	N/A
24.	TEMPORARY PLATE FEE	N/A
25.	LITTER FEE	N/A
26.	N/A OTHER	N/A
27.	TOTAL TAXES AND FEES (17 THRU 26)	N/A
28.	DOCUMENTARY FEE	N/A
29.	DOCUMENTARY FEE TAX	N/A
30.	EXTENDED WARRANTY + TAX	N/A
31.	MECHANICAL SERVICE CONTRACT	N/A
32.	N/A OTHER	N/A
33.	TOTAL (15 PLUS 27 THRU 32)	42,849.00
34.	REBATES / DEPOSIT (CASH DOWN PAYMENT)	N/A
35.	BALANCE DUE ON DELIVERY (33 MINUS 34)	42,849.00

BUYER'S SIGNATURE _____

DATE **06/16/2023**

DEALER OR HIS AUTHORIZED REPRESENTATIVE _____

Charles Ellis

THORNHILL FORD-LINCOLN US 119 Corridor G Chapmanville, WV 25508
(304)855-8300

THSS-TH2-BO (11/21)

MOTOR VEHICLE PURCHASE AGREEMENT

BUYER'S NAME <u>SO. CHARLESTON POLICE DEPART</u>		DATE <u>06/16/2023</u>
ADDRESS <u>4TH AVE. & D STREET</u>		CITY/STATE <u>SOUTH CHARLESTON, WV</u>
HOME PHONE <u>N/A</u>	WORK PHONE <u>(304)744-6903</u>	SALESPERSON <u>CHARLES E ELLIS</u>
		ZIP <u>25303</u>

VEHICLE INFORMATION

ENTER MY ORDER FOR ONE: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		VIN <u>1FM5K8AB8PGB29633</u>	MILEAGE <u>5</u>	STOCK NO. <u>23F294</u>
YEAR <u>2023</u>	MAKE <u>FORD</u>	MODEL <u>POLICE INTERCEPT</u>	TRIM <u>96</u>	COLOR <u>BLUE METALLIC</u>
			TOP	TO BE DELIVERED ON OR ABOUT <u>06/16/2023</u>

TRADE-IN INFORMATION

YEAR <u>N/A</u>	MAKE <u>N/A</u>	MODEL <u>N/A</u>	TITLE NO.
VIN <u>N/A</u>		MILEAGE <u>N/A</u>	
BALANCE OWED TO <u>N/A</u>		ACCOUNT NO. <u>N/A</u>	
ADDRESS		GOOD UNTIL <u>N/A</u>	

ODOMETER MILEAGE STATEMENT

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REMARKS

N/A
N/A
N/A
N/A
N/A
N/A
N/A

Dealer hereby warrants this vehicle for months or miles, whichever comes first. If this vehicle fails in normal service within that period, dealer will perform repairs in accordance with the attached limited warranty. All warranties, if any, by a manufacturer or supplier other than dealer are theirs, NOT dealers, and only such manufacturer or other supplier shall be liable for performance under such warranties, express or implied.

The front and back of this Order and the attached limited warranty comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. If this agreement is for a used vehicle see contractual disclosure statement below. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as it appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this order.

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4.	N/A	N/A
5.	N/A	N/A
6.	N/A	N/A
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11.	TOTAL CASH PRICE (1 THRU 10)	42,849.00
12.	LESS TRADE-IN	N/A
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24.	TEMPORARY PLATE FEE	N/A
25.	LITTER FEE	N/A
26.	N/A OTHER	N/A
27.	TOTAL TAXES AND FEES (17 THRU 26)	N/A
28.	DOCUMENTARY FEE	N/A
29.	DOCUMENTARY FEE TAX	N/A
30.	EXTENDED WARRANTY + TAX	N/A
31.	MECHANICAL SERVICE CONTRACT	N/A
32.	N/A OTHER	N/A
33.	TOTAL (15 PLUS 27 THRU 32)	42,849.00
34.	REBATES / DEPOSIT (CASH DOWN PAYMENT)	N/A
35.	BALANCE DUE ON DELIVERY (33 MINUS 34)	42,849.00

BUYER'S SIGNATURE _____ DATE 06/16/2023

DEALER OR HIS AUTHORIZED REPRESENTATIVE

THORNHILL FORD-LINCOLN US 119 Corridor G Chapmanville, WV 25508
(304)855-8300

Charles Ellis

THSS-TH2-BO (11/21)

Motion to Accept Bids

Health Insurance – Fiscal Year 2024

The Finance Committee of the South Charleston City Council has met and considered the following bids, which were advertised in accordance with the provisions of the South Charleston Charter and Ordinances and after careful consideration it is the recommendation of the Finance Committee to award the following bids:

Benefit Assistance Company – Health Insurance Renewal Rates - \$1,161,681.00
Fixed Cost - \$5,100,000.00 Estimated Total Cost

All items are within the budgeted amounts for these purchases and will be paid for from FY 2024 funds.



Benefit Assistance
COMPANY, LLC

June 21, 2023

Rick Atkinson, City Manager
City of South Charleston
City Hall
South Charleston, West Virginia 25303

Re: City of South Charleston
Employee Medical, Dental and Vision Benefit Plan

Dear Rick:

Enclosed for your review and consideration is a copy of the captioned's July 1, 2023 to June 30, 2024, renewal.

The following is a comparison of current Plan costs vs. renewal costs:

	<u>Current</u>	<u>Renewal</u>	<u>Variance</u>
1. Fixed Cost	\$1,083,414	\$1,161,681	7.2%
2. Aggregating Specific Deductible	\$ 100,000	\$ 100,000	0%
3. Laser Liability	\$ 300,000	\$ 350,000	16.7%
4. Claims Liability (Worst Case)	\$3,217,672	\$3,410,727	6.0%
5. Total Costs (Worst Case)	\$4,701,086	\$5,022,408	6.8%

Comparison based on 325 Plan participants (148 Single / 177 Family). Specific renewal is a \$125,000, 12/15 Contract. Claims liability includes Medical, Rx, Dental and Vision Claims.

The following numbers were used to develop the comparison:

	<u>Current</u>	<u>Renewal</u>
1. Fixed Costs		
Specific Premium		
Single	\$ 153.67	\$ 159.11
Family	\$ 313.56	\$ 344.85
UR Fees	\$ 2.10	\$ 2.10
Administrative Fees	\$ 17.00	\$ 17.00
Managed Care Fee	\$ 18.00	\$ 18.50

Rick Atkinson, City Manager
June 21, 2023
Page 2

	<u>Current</u>	<u>Renewal</u>	<u>Variance</u>
Total Fixed Costs			
Single	\$ 190.72	\$ 196.71	
Family	\$ 350.61	\$ 382.45	
2. Aggregating Specific Deductible			
Single	\$ 15.51	\$ 15.51	
Family	\$ 34.11	\$ 34.11	
3. Laser Liability			
Single	\$ 46.52	\$ 54.27	
Family	\$ 102.34	\$ 119.40	
4. Claims Costs (Medical Factors)			
Single	\$ 504.32	\$ 534.58	
Family	\$1,093.22	\$1,158.81	
5. Total Costs			
Single	\$ 757.07	\$ 801.07	
Family	\$1,580.28	\$1,694.77	
Composite	\$1,205.41	\$1,287.80	6.8%

Please find attached a variety of monthly reports, along with additional Plan details which support the numbers we have presented. We thank you for the opportunity you have provided, and we look forward to working with you this coming Plan year.

Benefit Assistance Company will continue to offer Dental/Vision Administration services at our current fee. The current fee is \$2.50 per employee per month. We estimate \$150,000 will cover July 1, 2023 through June 30, 2024 Dental/Vision claims costs.

After you complete your review of the information offered, please let me know your thoughts. Thank you.

Sincerely,



Eric S. Evans, CLU ChFC RHU REBC
Site Lead/Consultant

ESE/ldb
Enclosures

cc: Carlton Lee, City of South Charleston
Hannah Parsons, City of South Charleston