CITY OF CHARLES TOWN
FINANCE COMMITTEE
AGENDA • FEBRUARY 7, 2024

Committee Meeting **COUNCIL CHAMBERS** **10:00 AM**
101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. UNFINISHED BUSINESS

: **2024-140:** FY24 Budget Revision #3
Budget Revision and Budget Revision Supplement GF Budget Revision #3.pdf

3. NEW BUSINESS

: **2024-112:** Parks and Recreation Capital Funding Re-Allocation

: **2024-141:** Kimley Horn Structural Assessment Cost Proposal - 307 E. Washington Street
City of Charles Town - Structural Assessment - 2024-01-09.pdf

: **2024-142:** Annex Building Obsolete Controller - Boland Quote $10,200
661 S George St, Charles Town - Annex Building, Other Controls.docx

: **2024-143:** Inter-departmental Budget Transfer - Building Inspections Department

: **2024-144:** Hoxton Planning & Management LLC - City and Police Pension

: **2024-145:** HdL Contract

: **2024-146:** Possible Funding Source for the African American Cemetery Memorialization

: **2024-147:** Fairs and Festivals Contributions to Boys and Girls Club, ROTC, Choir

: **2024-153:** Opioid Settlement Fund Discussion

4. FINANCE DIRECTOR REPORT

: **2024-148:** New Payroll System Implementation - iSolved

: **2024-149:** New Process for PCards

: **2024-150:** New Hire in Finance Department

: **2024-151:** State Auditor's 2024 Municipal Budget Prep Regional Workshop

: **2024-152:** Engagement Letter from Star-Chapman Group, Inc.
Engagement Letter II - The City of Charles Town.doc

5. ADJOURNMENT

6. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at:

https://www.charlestownwv.us/government/agendas-and-minutes/

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-140: FY24 Budget Revision #3

ATTACHMENTS:

- Budget Revision and Budget Revision Supplement GF Budget Revision #3.pdf

LGSD BR (Ver. 2020)

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER

Fiscal Year Ending: 2024
Fund: 1
Revision Number: 3
Pages: 1 of 1

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5114
Fax: 304-340-5090
Email: lgs@wvsao.gov

CITY OF CHARLES TOWN
GOVERNMENT ENTITY

101 E WASHINGTON ST
STREET OR PO BOX

CHARLES TOWN | 25414
CITY | ZIP CODE

Municipality
Government Type

Person To Contact Regarding Request:
Name: Krista Davis
Phone: 304-724-3257
Fax: 304-725-1014
Email: kdavis@charlestownwv.us

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
699	Contingencies*	496,475		150,500	345,975
413	Treasurer's Office	373,291	90,000		463,291
750	Streets and Highways	622,303	25,000		647,303
437	Planning & Zoning	422,561	2,500		425,061
903	Fair Associations/Festivals	35,000	33,000		68,000
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR

BY:
Deputy State Auditor, Local Government Services Division **Date**

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
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SCHEDULED

AGENDA ITEM (ID #)

2024-112: Parks and Recreation Capital Funding Re-Allocation

Move $75K from Master Parks Planning line item to Park Bridges funding. Currently there is $25K Capital for park bridges and moving the $75K master park planning to bridges will cover two (2) bridge expenses.

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

SCHEDULED

Meeting: 02/07/24
Department: Finance Committee
Category: Report
Initiator:

AGENDA ITEM (ID #)

2024-141: Kimley Horn Structural Assessment Cost Proposal - 307 E. Washington Street

ATTACHMENTS:

- City of Charles Town - Structural Assessment - 2024-01-09.pdf

Kimley»Horn

January 9, 2024

307 E Washington Street – Limited Wall Assessment
Project Scoping
City of Charles Town, West Virginia

SCOPE OF SERVICES

INTRODUCTION

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this task order proposal to the City of Charles Town (the City) for professional services. The following paragraphs discuss our project understanding and proposed scope of services, schedule, and fee for our services.

PROJECT UNDERSTANDING

The City notified Kimley-Horn on November 3, 2023, about a tree falling on the existing wood-framed structure at 307 E Washington Street. Kimley-Horn conducted a limited site visit on 11/20/2023 and observed damage to the existing structure's roof, water damage to the foundation, and disrepair of an existing front porch column. Of particular concern was an opening observed adjacent to the structure's west foundation wall, likely from prior tree root growth. As a result, the City has requested Kimley-Horn to perform a limited structural condition assessment to further review potential foundation issues and propose suggested repairs at the foundation. Other structural elements of the building, such as the wood-framed superstructure, will not be reviewed as part of this analysis.

SCOPE OF SERVICES

Based on the above project understanding, the following paragraphs describe the proposed scope of services. Specific Tasks are outlined as follows:

Project Task 1 – Limited Structural Assessment

Task 1 – Limited Structural Assessment

1.1 Project Management: Conduct one (1) virtual project kickoff meeting with city representatives. This task also includes general coordination with the City and routine project management activities including monthly invoicing.

1.2 Document Review: Obtain construction drawings and previous reports of the City and review these documents as baseline information prior to performing the site visit. This does not include verifying as-built conditions, such as column grids, dimensions, etc.

1.3 Site Visit: Conduct a limited, visual, non-destructive, walk-through site visit to observe readily accessible existing conditions of the building. Observations will be limited to the basement walls adjacent to where the water leak occurred. The intent of the site visit is to review the general condition of the structure's basement walls and document any current,

significant deficiencies requiring repair. The conditions will be documented with representative photographs and field notes utilizing construction document PDFs provided by the City.

1.4 Memorandum: Prepare one summary memorandum describing the observed condition of the structure and providing recommendations for next steps. If repairs are recommended, a rough-order magnitude repair cost will be included. The final deliverable will include one 8.5"x11" memo in electronic PDF format.

- A 90% Draft Memo will be submitted to the City for review and comment. Kimley-Horn will participate in one virtual meeting to review findings of the memo and discuss City comments.
- Submit 100% Final Memo, which will incorporate City review comments.

RESPONSIBILITIES OF THE TOWN

It is assumed that the City will provide the following:

- Provide access to the facility.
- Provide original as-built construction documents.
- Provide timely review of project submittals, in accordance with project schedule.

ADDITIONAL SERVICES

The following services are not included in the scope of services but can be provided as additional services if authorized by the City. Compensation for additional services will be agreed to prior to their performance:

- Structural design of repair plans and technical specifications
- Construction Phase Services
- Additional meetings, stakeholder engagement, or site visits beyond those specifically noted in the Scope of Services.
- Coordination with materials testing firms to perform destructive / intrusive testing.

SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE

Kimley-Horn will perform the scope of services described above for a lump sum fee of **$8,900.00**.

CLOSURE

We appreciate the opportunity to provide these services to you. Please contact Mark Phillips at Mark.Phillips@kimley-horn.com or (703) 870-3631 should you have any questions.

Finance Committee
101 East Washington Street
Charles Town, WV 25414

SCHEDULED

Meeting: 02/07/24
Department: Finance Committee
Category: Report
Initiator:

AGENDA ITEM (ID #)

2024-142: Annex Building Obsolete Controller - Boland Quote $10,200

ATTACHMENTS:

- 661 S George St, Charles Town - Annex Building, Other Controls.docx

BOLAND

30 West Watkins Mill Road ● Gaithersburg, MD 20878
Office: (202) 868-2125 ● Cell: (410) 920-5752
www.boland.com ● Email: kenan.megahed@boland.com

DATE: January 30, 2024

PRESENTED TO:
[Full Name of Client]
City of Charles Town
101 E Washington St.
Charles Town, WV

JOB LOCATION:
Annex Bldg – Controls Upgrade
661 S George St
Charles Town, WV

SCOPE OF WORK:

Boland is pleased to offer this proposal to supply all required material, labor and subcontractors necessary to provide the following:

1. Upgrade previous generation Niagara AX controls system to the Niagara N4 system
    a. Furnish and install necessary JEN-PC8000 controller with 25 device core and additional 10-device core add.
    b. Furnish 18-month software maintenance agreement.
    c. Furnish and install single port LON module for existing LON link
    d. Furnish and install 10-inch touch display screen for operator workstation.
    e. Existing custom graphics (status pages, floor plans, dashboards, etc.) to be reused and transitioned to new platform.
2. Provide operations and maintenance manuals for provided hardware.
3. Provide new control as-built drawings reflecting updates to system.

CLARIFICATIONS:

1. Labor for installation of software updates is excluded, unless noted above.
2. If owner provided internet connection, owner is responsible securing network.
3. Excludes replacement of existing sensors, valves, actuators or any controllers not specified in this proposal.
4. Excludes reworking or upgrades to any life safety system.
5. Painting and patching are excluded.

Any service not listed is excluded.

PRICE: **$10,200**

CLIENT ACCEPTANCE

Signature:
Print Name:
Title:
PO:
Date: _____

BOLAND CONTACT

Signature:
Print Name: Ken Megahed
Title: Controls Account Executive
Date: _____

Proposal is valid for 30 days. The attached terms and conditions are a part of this proposal and hereby incorporated within.

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership.

This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection.

Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement.

All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially from expected conditions and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of invoice. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements.

As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

2.4 Emergency Services.

Unless otherwise specified in the Proposal, Customer will be responsible for additional invoices for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions.

The following exclusions shall void any warranty otherwise in place:

(a) Corrosion or other deterioration resulting from forces not within Boland's control;
(b) Substitution of materials for any reason including, but not limited to, government regulations;
(c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
(d) Failure to supply adequate power to the equipment; and/or
(e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

(a) Any item set forth in Section 4.1;
(b) Normal day-to-day operation of the equipment;
(c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
(d) Water treatment;
(e) Maintenance and repair of ancillary equipment; and/or
(f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure.

Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

(a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
(b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
(c) Delays in transportation that are outside of Boland's control;
(d) Orders or regulations established by government authority;
(e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
(f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure of any person or property to hazardous conditions and/or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposition of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

(a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and

(b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 179D of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 179D beneficiary.

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-143: Inter-departmental Budget Transfer - Building Inspections Department

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

SCHEDULED

Meeting: 02/07/24
Department: Finance Committee
Category: Report
Initiator:

AGENDA ITEM (ID #)

2024-144: Hoxton Planning & Management LLC - City and Police Pension

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-145: HdL Contract

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-146: Possible Funding Source for the African American Cemetery Memorialization

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-147: Fairs and Festivals Contributions to Boys and Girls Club, ROTC, Choir

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-153: Opioid Settlement Fund Discussion

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-148: New Payroll System Implementation - iSolved

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-149: New Process for PCards

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

SCHEDULED

Meeting: 02/07/24
Department: Finance Committee
Category: Information Only
Initiator:

AGENDA ITEM (ID #)

2024-150: New Hire in Finance Department

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-151: State Auditor's 2024 Municipal Budget Prep Regional Workshop

ATTACHMENTS:

Finance Committee
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/24
Department: Finance Committee
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-152: Engagement Letter from Star-Chapman Group, Inc.

ATTACHMENTS:

- Engagement Letter II - The City of Charles Town.doc

THE STAR~CHAPMAN GROUP, INC.
44084 Riverside Parkway, Suite 120
Lansdowne, VA 20176
(703) 577-9513

January 31, 2024

Krista Davis, Bob Trainor, and John Nissel
City of Charles Town

Dear Krista, Bob, and John:

Thank you for allowing The Star~Chapman Group, Inc. to bid on providing accounting services for the City of Charles Town. This letter confirms the services we will provide.

The Star~Chapman Group will review the books and records of the city, provide advisory services as warranted, prepare all required journal entries, perform reconciliations of the various accounts and funds, maintain the general ledger, and assist in the implementation of the fiscal year budget into the accounting software. Any accounting services that are outside of this scope of work will also be provided as well.

We propose that this assignment be a hybrid role that would include some onsite days as well as some remote workdays. Our initial proposal is that Chris Longerbeam be onsite for a minimum of 2 days per week, but would be onsite as much as needed so that the goals and deadlines of the City are met.

Our fee for these services would be a monthly retainer of $11,000. In the event that any one month would have less then the required of time the invoice will be billed on an hourly rate of $158.00. Invoices will be presented on the first day of the assignment with payment due upon receipt. If the assignment should end prior to a full month's worth of work the fee would then be prorated for that month and the excess, if any, returned to the City.

Thank you again for choosing The Star~Chapman Group, Inc. to provide you with your financial reporting services. We appreciate your business.

If this letter accurately summarizes your understanding of our agreement, please sign the enclosed copy in the space indicated and return it to us.

Thank you again for choosing our firm. We appreciate your business.

Sincerely,

Tim Starinieri, CPA
President

Accepted by:

_____ _____
Date