



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL**

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Monday, June 19, 2017

at 7:00 P.M.

Council Chamber – City Hall – Charleston, West Virginia

OFFICIAL RECORD

**Danny Jones
Mayor**

**JB Akers
City Clerk**

CALL TO ORDER

The Council met in the Chambers of the City Building at 7:00 P.M., for the second meeting in the month of June on the 19th day, in the year 2017, and was called to order by the Honorable Mayor, Danny Jones. The invocation was delivered by Councilmember Harrison and the Pledge of Allegiance was led by members of the Charleston Catholic High School baseball team. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

BURKA	BURTON	CEPERLEY
CHESTNUT	CLOWSER	DAVIS
EALY	FAEGRE	HAAS
HARRISON	HOOVER	
KING	LANE	MINARDI
OVERSTREET	PERSINGER	REISHMAN
RICHARDSON	SALISBURY	SLATER
	SNODGRASS	STEELE
TALKINGTON	WARE	MAYOR JONES

With twenty-five members being present, the Mayor declared a quorum present.

Pending the reading of the Journal of the previous meeting, the reading thereof was dispensed with and the same duly approved.

PUBLIC SPEAKERS

NONE

CLAIMS

1. A claim of Soudabeh Djahan Gosha, 205 Cyrus Point, Charleston, WV;
Alleges damages to property.
Refer to City Solicitor.

MISCELLANEOUS RESOLUTIONS

1.

Resolution No. 924-17

Introduced in Council

June 19, 2017

Sam Minardi, Tom Lane, Bobby Reishman, Mary Beth Hoover, Mary Jean Davis, Andy Richardson

WHEREAS: The Charleston Catholic High School baseball team defeated Wheeling Central 2-0 in the semi-final round and then beat Ravenswood 8-2 on June 3 at Appalachian Power Park to win the 2017 West Virginia Class A High School Baseball Championship; and

WHEREAS: For their outstanding play leading their team to the State Championship, four Charleston Catholic ballplayers were selected to the Class A All-Tournament Team: juniors Brandon Combs and Jonathan Hufford and seniors Luke McKown and Trae Swisher; and

WHEREAS: The tournament victory marked the second State Championship for the Charleston Catholic Irish baseball team, following the title achieved by the high school's team in 2013; and

WHEREAS: The victories capped a 28-8 season, in which the team was led on the field by Brandon Combs and Trae Swisher, both of whom were voted as First Team All-State players, and Luke McKown, who was recognized as Second Team All-State; and

WHEREAS: After having his first team at CCHS finish a 3-27 season, now – after 21 seasons at the helm – Head Coach Bill Mehle has amassed nearly 450 wins for the school's baseball program and managed two State Championships teams and one runner-up team just within this current decade.

Therefore be it resolved by The Council and Mayor of The City of Charleston, West Virginia:

That we, the elected leaders of Charleston, do hereby recognize the players and coaches of the Charleston Catholic High School State Championship baseball team for the school's second state title in five seasons and for the valuable experiences they shared on the team along with the lasting life lessons they learned this season – both on and off the field of play.

Councilmember Minardi moved to approve the resolution. Councilmember Lane seconded the motion. By unanimous vote in the affirmative, Resolution No. 924-17 was adopted.

PUBLIC HEARING

1. After duly being published as required, the Mayor declared the floor open for a Public Hearing on Resolution No. 919-17. There were no speakers. The Mayor declared the Public Hearing for Resolution No. 919-17 CLOSED.

2. After duly being published as required, the Mayor declared the floor open for a Public Hearing on Resolution No. 920-17. There were no speakers. The Mayor declared the Public Hearing for Resolution No. 920-17 CLOSED.

REPORTS OF COMMITTEES

COMMITTEE ON PARKING

Councilmember Reishman, Chair of the Council Committee on Parking, submitted the following reports:

1. Your committee on Parking has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 914-17 do pass.

Resolution No. 914-17 – Authorizing approval of the FY 2017-2018 Parking System Budget as indicated on the attached list of accounts.

Will be voted on under Finance.

COMMITTEE ON PLANNING

Councilmember Davis, Chair of the Council Committee on Planning, submitted the following reports:

1. Your committee on Planning has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 912-17 do pass.

Resolution No. 912-17 –

WHEREAS: City Bible Center Of Charleston, also known as Bible Center Church (“Bible Center”), has expressed a desire to dedicate to the City of Charleston the road (“Road”) identified as “Currently Private Road” on the site plan map attached as Exhibit A to the Memorandum of Understanding dated May 31, 2017 between the Bible Center and the City of Charleston presented to the City Council; and

WHEREAS: The Mayor and City Council have declared it is in the best interest of the City of Charleston for the benefit of its residents and visitors alike to accept dedication of the Road subject to certain conditions set forth in the Memorandum of Understanding.

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

That the City of Charleston, West Virginia, is authorized to accept dedication of the Road after it is constructed in accordance with the specifications required by the City of Charleston and subject to receipt of a bond to ensure maintenance of the Road for up to two years; and further

That the City Council hereby directs the Mayor to promptly express the same to the Bible Center and other appropriate persons and entities as circumstances require; and further

That, upon completion of the conditions set forth in this Resolution, the Mayor is hereby authorized, empowered and directed to execute and deliver a Deed of Dedication or similar conveyance instrument, along with any and all documents, agreements and instruments relating to the acceptance of the dedication of the Road, and to perform such transactions or duties as contemplated by the this Resolution.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”) dated as of May 31, 2017, by and between CITY BIBLE CENTER OF CHARLESTON, also known as BIBLE CENTER CHURCH, a non-denominational church located in Charleston, West Virginia (“Bible Center”), and the CITY OF CHARLESTON, a municipality in the State of West Virginia (the “City”).

RECITALS; PURPOSE

The Bible Center has entered into a Real Estate Purchase Agreement (“REPA”) dated May 2, 2017, with Smith/Packett Med-Com, LLC, a Virginia limited liability company (“Developer”) pursuant to which Developer has agreed to purchase from the Bible Center approximately 9 acres of property (“Development Property”) identified as a portion of the property labeled “Lot P” on the survey entitled “Plat of Survey Showing Tract 5 Combined Area 96.38 Acres Being a Part of the Property Owned by Business & Industrial Corporation of the Kanawha Valley (BIDCO) Situate on the Waters of Davis Creek, Charleston South Annex, Loudon and Washington Districts, Kanawha County, WV,” such 96.38 acre tract identified as parcel id number 6E001600000000) by the Kanawha County tax assessor (“Bible Center Property”).

The Bible Center owns the Bible Center Property and pursuant to the REPA has agreed to grant Developer an access and utility easement over the existing road (“Road”) identified as “Currently Private Road” on the site plan map attached hereto as Exhibit A.

Developer has agreed to improve the Road in accordance engineering approvals, including access approval and necessary curb cuts, from the City of Charleston and other appropriate governmental authorities.

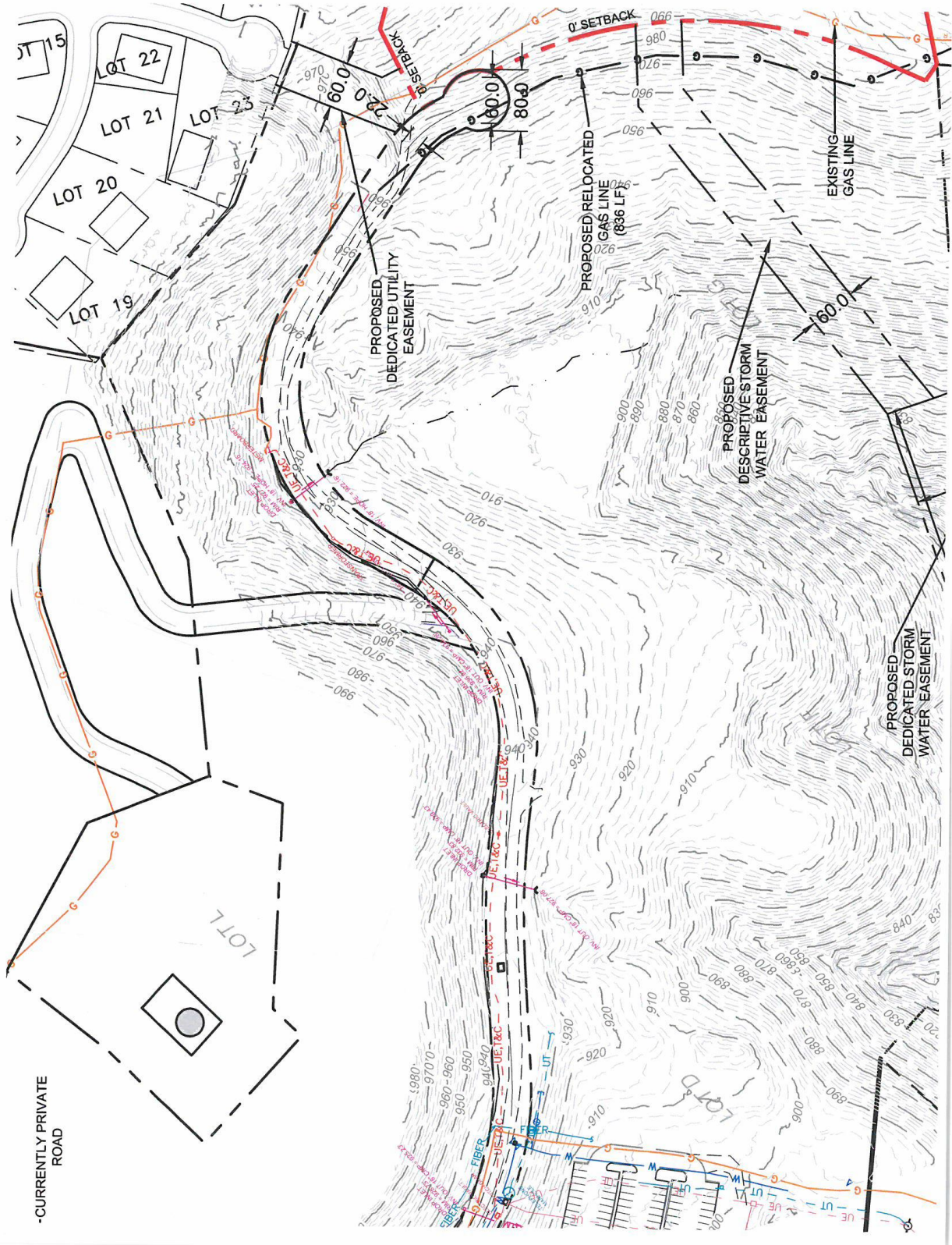
Upon completion of the Road improvements, the Bible Center desires to dedicate the Road to the City, and the City desires to accept such dedication, subject to terms of this Memorandum.

TERMS

Upon completion of construction of the Road in accordance with specifications required by the City, the Bible Center intends to dedicate the Road to the City. The City intends to accept such dedication subject to inspection of the Road and receipt of a bond to ensure maintenance of the Road for up to two years.

The terms and conditions of this Memorandum and any proposed dedication of the Road shall be subject to the review and approval by the City’s Council and by the Bible Center’s governing bodies and/or membership, lenders, or as may be required by law.

This Memorandum is non-binding and does not confer legally enforceable rights nor impose legally enforceable obligations. This Memorandum sets forth the principal terms of a possible transaction contemplated hereby and may not be relied upon by a party as the basis for a contract by estoppel or otherwise. A binding commitment with respect to the possible transaction can only result from the execution and delivery of a Deed of Dedication and then only upon the terms and conditions set forth in such Deed.



Councilmember Davis moved to approve the resolution. Councilmember Lane seconded the motion. By unanimous vote in the affirmative, Resolution No. 912-17 was adopted.

COMMITTEE ON FINANCE

Councilmember Reishman, Chair of the Council Committee on Finance, submitted the following reports:

1. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 914-17 do pass.

Resolution No. 914-17 - Authorizing approval of the FY 2017-2018 Parking System Budget as indicated on the attached list of accounts.

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

That the FY 2017-2018 Parking System Budget as indicated on the attached list of accounts is hereby approved.

CITY OF CHARLESTON
Parking System Budget
Fiscal Year Ending June 30, 2018
Schedule of Revenues

Revenue Category		2015-16 Actual Collected	2016-17 Council Approved	2016-17 Revisions (thru Mar)	2016-17 Revised Budget	2016-17 Collections (thru Mar)	2017-18 Proposed
Parking Building Revenues							
Bldg. No. 1 - McFarland							
343-01-0801	Daily	23,024	23,000	-	23,000	13,247	15,000
343-01-0802	Monthly	367,095	367,000	-	367,000	271,485	362,000
343-01-0805	Commercial	149,307	150,000	-	150,000	111,980	150,000
343-01-0808	Special Rates	7,425	7,000	-	7,000	5,623	7,500
Total Building No. 1		546,851	547,000	-	547,000	402,335	534,500
Bldg. No. 2 - Washington							
343-02-0801	Daily	49,790	47,000	-	47,000	36,368	50,000
343-02-0802	Monthly	188,794	200,000	-	200,000	120,560	160,000
343-02-0803	Theatre Parking	16,250	16,000	-	16,000	10,000	14,000
343-02-0805	Commercial	75,974	75,000	-	75,000	56,981	76,000
343-02-0807	Theatre Override	40,715	54,000	-	54,000	48,658	65,000
343-02-0808	Special Rates	1,292	1,200	-	1,200	708	1,000
Total Building No. 2		372,816	393,200	-	393,200	273,275	366,000
Bldg. No. 3 - Civ Ctr, Greyhound							
343-03-0802	Monthly	24,555	25,000	-	25,000	18,115	-
343-03-0804	Event	4,719	4,500	-	4,500	4,142	-
343-03-0805	Commercial	12,000	12,000	-	12,000	9,000	-
343-03-0806	Commercial Override	-	-	-	-	-	-
343-03-0808	Special Rates	241,200	241,000	-	241,000	180,900	-
Total Building No. 3		282,474	282,500	-	282,500	212,157	-
Bldg. No. 4 - Civ Ctr, Quarrier							
343-04-0804	Event	25,542	25,000	-	25,000	11,726	-
343-04-0808	Special Rates	165,600	165,000	-	165,000	124,200	-
Total Building No. 4		191,142	190,000	-	190,000	135,926	-
Bldg. No. 5 - Shanklin							
343-05-0801	Daily	76,266	75,000	-	75,000	49,003	65,000
343-05-0802	Monthly	202,293	200,000	-	200,000	145,295	195,000
343-05-0808	Special Rates	105,352	106,000	-	106,000	77,218	100,000
Total Building No. 5		383,911	381,000	-	381,000	271,516	360,000
Bldg. No. 6 - Summers							
343-06-0801	Daily	140,835	135,000	-	135,000	100,467	135,000
343-06-0802	Monthly	481,441	495,000	-	495,000	369,315	495,000
343-06-0808	Special Rates	5,656	5,500	-	5,500	3,352	4,500
Total Building No. 6		627,932	635,500	-	635,500	473,134	634,500
Total Building Revenues		2,405,125	2,429,200	-	2,429,200	1,768,343	1,895,000

CITY OF CHARLESTON
Parking System Budget
Fiscal Year Ending June 30, 2018

		Schedule of Revenues					
Revenue Category	2015-16 Actual Collected	2016-17 Council Approved	2016-17 Revisions (thru Mar)	2016-17 Revised Budget	2016-17 Collections (thru Mar)	2017-18 Proposed	
Other Parking Revenue							
327-01-0000 Residential Permit Parking	4,650	4,500	-	4,500	5,250	5,200	
342-00-0000 Parking Meter Revenues	456,997	455,000	-	455,000	354,929	475,000	
343-10-0000 Coupons	-	-	-	-	-	-	
343-11-0000 Auditorium Lot (Spec. Ev.)	5,634	2,500	-	2,500	3,017	4,000	
345-00-0002 Auditorium Lot (Monthly)	7,660	7,500	-	7,500	4,995	6,500	
343-15-0000 Morris Square/Morris Street	44,462	45,000	-	45,000	24,103	45,000	
343-16-0000 Old Farmers Market Lot	420	-	-	-	-	-	
343-12-0000 Pennsylvania Ave. Lot	810	1,000	-	1,000	-	-	
343-18-0000 West Side Parking Lot	-	-	-	-	-	-	
343-14-0000 Smith Street Lot	-	-	-	-	600	-	
343-20-0000 Union Building Parking Lot	42,592	46,000	-	46,000	25,455	35,000	
345-00-0000 Rents/Concessions/Leases	79,640	80,000	-	80,000	59,730	80,000	
320-00-0000 Police Fines/Court Costs	8,360	10,000	-	10,000	4,780	6,500	
320-03-0000 Boot Fees	4,950	4,000	-	4,000	4,100	5,500	
321-21-0000 Parking Violations	215,070	250,000	-	250,000	96,722	130,000	
321-22-0000 Other Non-Moving Violations	126,025	85,000	-	85,000	199,951	265,000	
321-23-0000 Warrants Payment Plan	-	-	-	-	-	-	
381-00-0000 Reimbursements	-	-	-	-	-	-	
386-00-0000 Insurance Claims	-	-	-	-	-	-	
391-00-0000 Recycling Revenue	-	-	-	-	-	-	
391-01-0000 Event Passes	-	-	-	-	-	-	
399-00-0000 Miscellaneous Revenue	2,470	2,000	-	2,000	2,197	3,000	
Total Other Revenues	999,740	992,500	-	992,500	785,829	1,060,700	
Total Operating Revenue	3,404,865	3,421,700	-	3,421,700	2,554,172	2,955,700	
Non-Operating Revenue							
322-00-0085 Transfers from Other Funds	40,932	-	-	-	21,052	-	
365-00-0000 Federal Grants	-	-	-	-	-	-	
380-00-0000 Interest on Investments	9,363	8,500	-	8,500	8,303	13,000	
380-00-0001 Interest on MBC deposits	2,451	-	-	-	2,383	3,500	
399-05-0000 Cash Over/Short	-	-	-	-	-	-	
379-00-0000 Gain/(Loss) Sale of Assets	35,131	-	-	-	185	-	
Total Non-Operating Revenue	87,876	8,500	-	8,500	31,923	16,500	
Total System Revenue	3,492,741	3,430,200	-	3,430,200	2,586,095	2,972,200	
Previous Year Retained Net Income					-	-	
Total Available Funds		3,430,200	-	3,430,200	2,586,095	2,972,200	

CITY OF CHARLESTON
Parking System Budget
Fiscal Year Ending June 30, 2018

		Schedule of Expenses					
406	Parking System	2015-16	2016-17	2016-17	2016-17	2016-17	2017-18
571	Administrative	Actual	Council	Revisions	Revised	Actual	Proposed
00		Expended	Approved	(thru Mar)	Budget	(thru Mar)	
	Personal Services						
000-1-103	Salaries & Wages	847,077	916,126	10,409	926,535	651,396	804,099
000-1-104	FICA	61,825	70,084	796	70,880	46,200	61,514
000-1-105	Medical & Life Insurance	390,928	221,130	(2,948)	218,182	170,697	203,439
000-1-106	Retirement	103,948	103,815	1,249	105,064	70,827	90,372
000-1-111	Dental/Optical Insurance	13,156	12,627	(168)	12,459	11,799	11,617
000-1-112	Insurance - Payroll Deduction	(46,456)	(53,861)	718	(53,143)	(43,199)	(49,552)
000-1-113	OPEB-Current	34,000	40,000	-	40,000	26,426	40,000
000-1-114	OPEB-Long Term	402,003	150,000	-	150,000	-	300,000
	Total Personal Services	1,806,481	1,459,921	10,056	1,469,977	934,146	1,461,488
	Contractual Services						
000-2-211	Telephone	21,977	22,000	-	22,000	13,253	22,000
000-2-213	Utilities	199,336	175,000	-	175,000	130,439	190,000
000-2-214	Travel	-	1,500	-	1,500	5,249	7,500
000-2-215	Maint. & Repair - Bldg/Ground	130,521	100,000	-	100,000	65,206	100,000
000-2-216	Maint. & Repair - Equipment	34,858	25,000	-	25,000	15,217	25,000
000-2-217	Maint. & Repair - Auto/Truck	13,070	12,500	-	12,500	4,083	7,500
000-2-218	Postage	-	-	-	-	2	8,000
000-2-219	Bldg. & Equipment Rents	22,910	25,000	-	25,000	18,668	25,000
000-2-221	Training	249	1,000	-	1,000	3,508	5,000
000-2-222	Dues & Subscriptions	-	-	-	-	719	1,000
000-2-226	Insurance - WC and UC	20,975	38,079	(508)	37,571	13,713	35,212
000-2-227	Insurance	90,982	92,000	-	92,000	66,887	90,000
000-2-230	Contracted Services	97,996	100,000	31,948	131,948	90,635	180,000
000-2-237	Bank Fees - Lockbox	3,177	3,500	-	3,500	1,719	2,500
	Total Contractual Services	636,051	595,579	31,440	627,019	429,298	698,712
	Commodities						
000-3-341	Material & Supplies	81,536	70,000	-	70,000	31,593	50,000
000-3-343	Gas, Oil and Tires	12,325	12,000	-	12,000	7,514	10,000
000-3-345	Uniforms	3,521	5,000	-	5,000	7,474	10,000
	Total Commodities	97,382	87,000	-	87,000	46,581	70,000
	Other						
000-5-566	Transfers to Other Funds	-	975,701	-	975,701	-	500,000
	Total Operating Expenses	2,539,914	3,118,201	41,496	3,159,697	1,410,025	2,730,200
000-4-465	Depreciation	719,402	729,346	-	729,346	553,751	736,515
	Total Operating Exp. & Depreciation	3,259,316	3,847,547	41,496	3,889,043	1,963,776	3,466,714
000-6-670	Other Interest	-	-	-	-	-	-
000-6-672	Amorization of Bond Disount	50,401	-	-	-	-	-
000-6-672	Interest on Bonds	44,823	-	-	-	-	-
000-6-674	Bond Service Charge	2,000	-	-	-	-	-
000-6-676	Bad Debts	6,000	-	-	-	-	-
000-6-699	Other (Contingency)	100	-	-	-	-	-
	Total Non-Operating Expenses	103,324	-	-	-	-	-
	Total Expenses	3,362,640	3,847,547	41,496	3,889,043	1,963,776	3,466,714

CITY OF CHARLESTON
Parking System Budget
Fiscal Year Ending June 30, 2018

		Other Expenditures					
406	Parking System	2015-16	2016-17	2016-17	2016-17	2016-17	2017-18
571	Administrative	Actual	Council	Revisions	Revised	Actual	Proposed
00		Expended	Approved		Budget	(thru Mar)	
000-4-456	C/O - Land	-	-	-	-	-	-
000-4-458	C/O - Major Improvements	593,004	400,000	-	400,000	37,469	-
000-4-459	C/O - Equipment	93,986	62,000	-	62,000	36,162	542,000
000-4-461	C/O - Lease Purchase	-	-	-	-	-	-
	Total Capital Outlays	686,990	462,000	-	462,000	73,631	542,000
	Total All Expenses & Capital Outlay	4,049,630	4,309,547	41,496	4,351,043	2,037,407	4,008,714

CITY OF CHARLESTON
Parking System Budget
Fiscal Year Ending June 30, 2018

Schedule of Cash

Total Operating Revenues	Cash Basis 2,955,700
Total Non-Operating Revenues	16,500
Total System Revenues	2,972,200
Total Operating Expenses	2,430,200
Total Non-Operating Expenses	-
Total System Cash Expenses	2,430,200
Excess Revenues over Cash Expenses	542,000
Other Cash Outflows:	
Capital Outlay Expenditures	542,000
Principal on Debt Service	-
Total Other Outflows	542,000
Total Cash Outflows	2,972,200
Net Cash Flow	0

CITY OF CHARLESTON
Parking System Budget
Fiscal Year Ending June 30, 2018
Schedule of Capital Outlay Expenditures

Major Improvements	-
Total Major Improvements	-
Equipment	
	542,000
	-
	-
Total Equipment	542,000
Total Capital Outlay	542,000

CITY OF CHARLESTON
Parking System Budget
Parking System Schedule of Authorized Positions
Fiscal Year Ending June 30, 2018

	FY2017 AS AMENDED - EFECTIVE 10-02-2016		PROPOSED (original)		
Position	Grade/ Class	FY 17 # Emp	Position	Pay Grade	FY 18 # Emp
Director of Parking	123	0	Director of Parking	123	0
Assistant Director of Parking	119	1	Deputy Director Parking Operations	119	1
Office Support Specialist	107	1	Lead Cashier	107	1
Maintenance Worker	107	1	Maintenance Worker	107	1
Parking Enforcement Specialist	106	1	Parking Enforcement Specialist	107	1
Cashier	105	11	Parking Technician	105	14
Meter Maintenance	105	1	Meter Maintenance	105	1
Parking Collection & Support Tech.	105	4	Parking Collection & Support Tech.	105	4
Custodians	104	4	Custodians	104	0
Total		24			23

CITY OF CHARLESTON
Municipal Budget
Fiscal Year Ending June 30, 2018

Parking System Schedule of Wages & Salaries

FY2017 AS AMENDED - EFECTIVE 10-02-2016

FY2018 PROPOSED

Department/Wage Type	Amount	Department/Wage Type	Amount
<u>Parking System (406)</u>		<u>Parking System (406)</u>	
Elected Wages & Salaries	-	Elected Wages & Salaries	-
Regular Wages & Salaries	840,126	Regular Wages & Salaries	726,878
Irregular Part Time (IPT)	51,000	Irregular Part Time (IPT)	51,000
Overtime	25,000	Overtime	26,221
Pro-Pay	-	Pro-Pay	-
Tool Allowance	-	Tool Allowance	-
	<u><u>916,126</u></u>		<u><u>804,099</u></u>

Councilmember Reishman moved to approve the resolution. Councilmember Lane seconded the motion. A roll call was taken:

YEAS: Burka, Burton, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Hoover, Jones, King, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Snodgrass, Steele, Talkington, Ware, Mayor Jones

NAYS: NONE

ABSENT: Ireland, Smith

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 914-17 adopted.

2. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 915-17 do pass.

Resolution No. 915-17 - Authorizing approval of the FY 2017-2018 Civic Center Budget as indicated on the attached list of accounts.

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

That the FY 2017-2018 Civic Center Budget as indicated on the attached list of accounts is hereby approved.

CITY OF CHARLESTON
Civic Center Budget
Fiscal Year Ending June 30, 2018

Schedule of Revenues

Account	Revenue Category	2015-16 Actual Received	2016-17 Council Approved	2016-17 Revisions (thru Apr)	2016-17 Revised Budget	2016-17 Received (thru Apr)	2017-18 Requested
358-00-0302	Rent	1,106,901	1,070,000	-	1,070,000	761,116	862,000
358-00-0304	Commissions	169,476	250,000	-	250,000	146,311	225,000
358-00-0307	Parking - Buildings & Lots	113,576	110,000	-	110,000	69,595	130,500
358-00-0311	Distinctive Gourmet	580,788	530,000	-	530,000	345,890	300,000
358-00-0312	Patron Services	204,307	200,000	-	200,000	143,192	200,000
358-00-0313	Security	57,506	72,000	-	72,000	31,886	45,000
358-00-0314	Advertising	199,400	240,000	-	240,000	206,280	300,000
358-00-0315	Spotlight Rental	11,775	9,000	-	9,000	3,350	6,000
358-00-0316	Power Usage	58,842	67,000	-	67,000	41,192	54,000
358-00-0317	Table Covers/Drapes	37,834	36,000	-	36,000	10,208	31,000
358-00-0318	Rent - PA System	8,830	8,000	-	8,000	4,976	8,000
358-00-0319	Staging	11,614	12,000	-	12,000	8,134	11,000
358-00-0320	Booth Rental	64,185	62,000	-	62,000	41,668	64,000
358-00-0321	Interest	648	1,000	-	1,000	944	750
358-00-0322	Piano Rental	1,505	2,500	-	2,500	1,050	1,500
358-00-0323	Table Rental	33,380	34,500	-	34,500	16,155	26,000
358-00-0324	Miscellaneous	15,291	15,000	-	15,000	36,643	20,000
358-00-0325	Building Damages	2,030	2,000	-	2,000	-	2,000
358-00-0326	Telephone Rental	14,175	10,000	-	10,000	5,590	10,000
358-00-0327	Audio/Visual Equipment	159,626	165,537	-	165,537	60,950	115,000
358-00-0328	Teletix	-	1,000	-	1,000	-	1,000
358-00-0329	Carpet Rental	25,887	24,000	-	24,000	10,470	20,000
358-00-0330	Drayage	1,160	2,500	-	2,500	1,428	2,000
Total Operating Revenue		2,878,736	2,924,037	-	2,924,037	1,947,026	2,434,750
358-00-0331	CC Capital Improvement Fee	86,321	-	-	-	20,899	-
358-00-0341	Trf In/Gen. Fund - Debt Svc	539,902	494,827	(30,466)	464,361	513,763	533,355
358-01-0341	Trf In/Gen. Fund - Health Care	267,286	229,058	-	229,058	218,331	211,927
358-02-0341	Trf In/Gen. Fund - Other	454,000	527,546	108,417	635,963	488,000	988,982
358-00-0342	Transfers In/Coal Severance	138,526	135,025	30,466	165,491	132,416	150,025
358-00-0343	Transfers In/Cap. Imp. Fund	2,500	-	217,750	217,750	217,540	-
358-00-0344	Transfers In/Cap. Cont.	-	-	-	-	-	-
358-00-0368	Transfers from Other Entities	-	-	-	-	-	-
358-00-0379	Gain/Loss from Sale of Assets	6,551	-	-	-	1,291	-
365-00-0000	Federal Grant Revenues	-	-	-	-	-	-
366-00-0000	State Grant Revenues	-	-	-	-	-	-
381-11-0000	Energy Rebates	21,870	-	-	-	9,199	-
Total Non-Operating Revenue		1,516,956	1,386,456	326,167	1,712,623	1,601,439	1,884,289
Total Civic Center Revenue		\$ 4,395,692	\$ 4,310,493	\$ 326,167	\$ 4,636,660	\$ 3,548,465	\$ 4,319,039

CITY OF CHARLESTON
Civic Center Budget
Fiscal Year Ending June 30, 2018

Schedule of Expenses

402 Civic Center
910 Administrative
01

	2015-16 Actual Expended	2016-17 Council Approved	2016-17 Revisions (thru Apr)	2016-17 Revised Budget	2016-17 Expended (thru Apr)	2017-18 Requested
Operating Expenses						
000-1 Personal Services						
000-1-103 Salaries & Wages	1,224,325	1,249,922	90,612	1,340,534	1,085,019	1,340,533
000-1-104 FICA	89,062	95,619	6,932	102,551	78,996	102,551
000-1-105 Medical & Life Insurance	217,132	212,091	-	212,091	157,767	206,789
000-1-106 Retirement	134,272	124,191	10,876	135,067	107,157	123,809
000-1-111 Dental/Optical Insurance	11,336	12,138	-	12,138	8,769	11,248
000-1-112 Insurance - Payroll Deduction	(51,488)	(51,777)	-	(51,777)	(47,093)	(51,175)
001-1-113 OPEB - Current	20,000	20,000	-	20,000	20,000	20,000
000-1-114 OPEB - Long Term	400,010	130,636	-	130,636	-	630,000
Total Personal Services	2,044,649	1,792,820	108,420	1,901,240	1,410,614	2,383,754
000-2 Contractual Services						
000-2-211 Telephone	38,182	31,800	-	31,800	26,991	42,240
000-2-212 Printing	4,667	4,000	-	4,000	7,691	8,000
000-2-213 Utilities	998,525	990,000	-	990,000	614,598	960,000
000-2-214 Travel	8,413	9,000	-	9,000	4,674	9,000
000-2-215 Maint. & Repair - Bldg/Ground	7,512	15,000	-	15,000	1,448	10,000
000-2-216 Maint. & Repair - Equipment	96,326	30,000	-	30,000	32,569	20,000
000-2-217 Maint. & Repair - Auto/Truck	-	-	-	-	-	-
000-2-218 Postage	323	700	-	700	498	700
000-2-219 Bldg. & Equipment Rents	164,948	130,000	-	130,000	69,209	130,000
000-2-220 Advertising/Legal Publications	14,949	25,000	-	25,000	5,011	25,000
000-2-221 Training	375	3,000	-	3,000	115	3,000
000-2-222 Dues & Subscriptions	3,312	2,400	-	2,400	2,308	2,400
000-2-226 Insurance - WC and UC	14,321	36,605	-	36,605	13,249	25,065
000-2-227 Insurance	68,001	67,000	-	67,000	56,054	65,000
000-2-230 Contracted Services	515,716	460,000	-	460,000	383,180	427,000
Total Contractual Services	1,935,570	1,804,505	-	1,804,505	1,217,594	1,727,405
000-3 Commodities						
000-3-341 Material & Supplies	167,616	160,000	-	160,000	110,813	150,000
000-3-343 Gas, Oil & Tires	1,313	2,000	-	2,000	226	2,000
000-3-345 Uniforms	1,737	2,500	-	2,500	1,340	2,500
Total Commodities	170,666	164,500	-	164,500	112,378	154,500
000-4 Capital Outlay						
000-4-458 Capital Outlay - Major Imp.	-	-	217,750	217,750	217,751	-
000-4-459 Capital Outlay - Equipment	29,250	-	-	-	-	-
000-4-461 Capital Outlay - Lease Purchase	-	-	-	-	-	-
000-4-465 Depreciation	902,999	652,276	-	652,276	594,074	398,886
Total Capital Outlay	932,249	652,276	217,750	870,026	811,825	398,886
000-5 Transfers & Contributions						
000-5-566 Transfers to Other Funds	-	-	-	-	18,324	-
Total Contributions	-	-	-	-	18,324	-
Total Operating Expenses	\$ 5,083,133	\$ 4,414,101	\$ 326,170	\$ 4,740,271	\$ 3,570,735	\$ 4,664,546

CITY OF CHARLESTON
Civic Center Budget
Fiscal Year Ending June 30, 2018

Schedule of Expenses

402 Civic Center
910 Administrative
01

	2015-16 Actual Expended	2016-17 Council Approved	2016-17 Revisions (thru Apr)	2016-17 Revised Budget	2016-17 Expended (thru Apr)	2017-18 Requested
000-6 Non-Operating Expenses						
000-6-670 Other Interest	-	-	-	-	-	-
000-6-671 Principal Maturities - Bonds	445,500	465,000	-	465,000	465,000	490,000
000-6-672 Interest on Bonds	224,423	209,505	-	209,505	145,393	188,580
001-6-672 Interest Bond Discount Amort.	30,108	30,108	-	30,108	25,090	30,108
000-6-674 Bond Service Charge	6,025	4,800	-	4,800	2,816	4,800
Total Non-Operating Expenses	706,056	709,413	-	709,413	638,299	713,488
Total Expenses	\$ 5,789,189	\$ 5,123,514	\$ 326,170	\$ 5,449,684	\$ 4,209,034	\$ 5,378,034

CITY OF CHARLESTON
Civic Center Budget
Fiscal Year Ending June 30, 2018

Schedule of Cash

Total Operating Revenues	2,434,750
Total Non-Operating Revenues	1,884,289
Total System Revenues	4,319,039
Total Operating Expenses (excl. depreciation, L/T OPEB))	3,635,660
Total Non-Operating Expenses (excl. bond discount amortization)	683,380
Total System Expenses	\$ 4,319,040
Excess Revenues over Cash Expenses	(0)

**CITY OF CHARLESTON
Civic Center Budget**

Fiscal Year Ending June 30, 2018

Civic Center Schedule of Authorized Positions

	CURRENT			REQUESTED	
Position	Grade/ Class	FY 17 # Emp		Pay Grade	FY 18 # Emp
Executive Director	132	1	Executive Director	132	1
Assistant Director of Civic Center	124	1	Assistant Director of Civic Center	124	1
Sales and Marketing Manager	121	1	Sales and Marketing Manager	121	1
Business Manager Civic Center	115	1	Business Manager Civic Center	115	1
Mechanical Maintenance Supt.	114	1	Mechanical Maintenance Supt.	114	1
Box Office Manager	111	1	Box Office Manager	111	1
Events Coordinator	112	1	Events Coordinator	112	1
Administrative Assistant I	109	1	Administrative Assistant I	109	1
Intrument Control Technician	111	1	Intrument Control Technician	111	1
Maintenance Technician	109	4	Maintenance Technician	109	4
Facility Support Technician	106	8	Facility Support Technician	106	8
Accounting Clerk	106	1	Accounting Clerk	106	1
Box Office Assistant	105	1	Box Office Assistant	105	1
Office Support Specialist	107	1	Office Support Specialist	107	1
Total		<u><u>24</u></u>			<u><u>24</u></u>

**CITY OF CHARLESTON
Municipal Budget**

Fiscal Year Ending June 30, 2018

Civic Center Schedule of Wages & Salaries

	CURRENT		REQUESTED
Department/Wage Type	Amount	Department/Wage Type	Amount
<u>Civic Center (402)</u>		<u>Civic Center (402)</u>	
Elected Wages & Salaries	-	Elected Wages & Salaries	-
Regular Wages & Salaries	1,075,680	Regular Wages & Salaries	1,075,680
Irregular Part Time (IPT)	215,000	Irregular Part Time (IPT)	215,000
Overtime	49,853	Overtime	49,853
Pro-Pay	-	Pro-Pay	-
Tool Allowance	-	Tool Allowance	-
	<u><u>1,340,533</u></u>		<u><u>1,340,533</u></u>

Councilmember Reishman moved to approve the resolution. Councilmember Lane seconded the motion. A roll call was taken:

YEAS: Burka, Burton, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Hoover, Jones, King, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Snodgrass, Steele, Talkington, Ware, Mayor Jones

NAYS: NONE

ABSENT: Ireland, Smith

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 915-17 adopted.

3. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 916-17 do pass.

Resolution No. 916-17 - Authorizing the Finance Director to amend the FY 2016-2017 General Fund budget as indicated on the attached list of accounts.

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

That the Finance Director is hereby authorized and directed to amend the FY 2016-2017 General Fund budget as indicated on the attached list of accounts.

General Fund FY 2016-2017 Budget Amendment No. 14 - June 19, 2017

Account No.	Department	Account Description	Amount
001 368 00 000	Revenue	Contributions from Other Entities	(2,500)
001 900 00 000 3 341	Parks & Recreation	Material & Supplies	2,500
To recognize contribution from National Recreation and Park Association funding supplies for a <i>Walk With Ease</i> event.			
001 368 01 0000	Revenue	Contributions from Other Entities - CURA	(37,800)
001 412 00 000 2 223	City Manager	Professional Services	37,800
To recognize contribution from CURA for professional services related to EDGE project.			
001 369 01 0000	Revenue	Contributions from Health Care Reserve Fund	(1,728,000)
001 410 00 000 1 105	City Council	Medical & Life Insurance	185,000
001 440 93 000 1 105	City Hall	Medical & Life Insurance	261,000
001 700 93 000 1 105	Police Retirees	Medical & Life Insurance	542,000
001 706 93 000 1 105	Fire Retirees	Medical & Life Insurance	740,000
To record the transfer of resources from the Health Insurance Reserve Fund (047) to offset increased medical claims.			
001 416 00 000 2 230	Municipal Court	Contract Services	(80,000)
001 436 00 000 2 230	Building Commission	Contract Services	80,000
To correct the account classification on Budget Amendment No. 10 on March 6, 2017.			
001 750 00 000 3 359	Street	Snow Removal Materials	(140,000)
001 417 00 000 2 229	City Attorney	Court Costs & Damages	50,000
001 500 00 000 3 341	Morris Square Property	Material & Supplies	15,000
001 501 00 000 2 230	Wellness Center	Contract Services	75,000
To adjust various departmental accounts to meet end of year needs.			

Councilmember Reishman moved to approve the resolution. Councilmember Lane seconded the motion. A roll call was taken:

YEAS: Burka, Burton, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Hoover, Jones, King, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Snodgrass, Steele, Talkington, Ware, Mayor Jones

NAYS: NONE

ABSENT: Ireland, Smith

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 916-17 adopted.

4. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 917-17 do pass.

Resolution No. 917-17 - Authorizing and directing the Mayor to enter in to a Housing Consortium Cooperation Agreement between The City of Charleston, The Kanawha County Commission, The Town of Belle, The Town of Cedar Grove, The Town of Clendenin, the Town of Marmet, the City of Nitro, the Town of Pratt, the City of St. Albans, the City of Dunbar, the City of South Charleston to renew the Charleston/Kanawha County Housing Consortium for fiscal years 2018, 2019, 2020

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

That the Mayor is hereby authorized and directed to enter in to a Housing Consortium Agreement between the City of Charleston, the Kanawha County Commission, the Town of Belle, the Town of Cedar Grove, the Town of Clendenin, the Town of Marmet, the City of Nitro, the Town of Pratt, the City of St. Albans, the City of Dunbar, the City of South Charleston to renew the Charleston/Kanawha County Housing Consortium for fiscal years 2018, 2019, 2020.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 917-17 adopted.

5. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 918-17 do pass.

Resolution No. 918-17 – Authorizing the Mayor or City Manager to enter into an Extension Term to the 2016 Agreement with WasteZero for an additional one year period in the amount of \$410,000 for manufacture, supply and distribution of 1.1 mil black plastic refuse bags and clear plastic recycling bags with drawstring closures. WasteZero will also produce and mail the redemption slips to eligible City residents and manage inventory control at designated retailer distribution locations approved by the City.

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

That the Mayor or City Manager is hereby authorized and directed to enter into an Extension Term to the 2016 Agreement with WasteZero for an additional one year period in the amount of \$410,000 for manufacture, supply and distribution of 1.1 mil black plastic refuse bags and clear plastic recycling bags with drawstring closures. WasteZero will also produce and mail the redemption slips to eligible City residents and manage inventory control at designated retailer distribution locations approved by the City.

Councilmember Snodgrass asked if it was possible for the City to only pay for the trash bags that were picked up to avoid paying for excess. The City Manager, David Molgaard responded that Waste Zero was at risk to deliver the supply, which is the best fiscal option for the City.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative, with two NAYS being from Snodgrass and Persinger, the Mayor declared Resolution No. 918-17 adopted.

6. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 919-17 do pass.

Resolution No. 919-17 – Authorizing the Mayor or City Manager to sign a Lease Agreement with the Lucy Quarrier Weavers for use of space in the Vandalia Neighborhood Center, pursuant to the authority granted the City of Charleston under West Virginia State Code Section 8-12, and upon final review and approval of the Agreement by legal counsel for the City. The Agreement is for a six (6) month period commencing on July 1, 2017, and ending on December 31, 2017.

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

That the Mayor or City Manager is hereby authorized and directed to sign a Lease Agreement with the Lucy Quarrier Weavers for use of space in the Vandalia Neighborhood Center, pursuant to the authority granted the City of Charleston under West Virginia State Code Section 8-12, and upon final review and approval of the Agreement by legal counsel for the City. The Agreement is for a six (6) month period commencing on July 1, 2017, and ending on December 31, 2017.

THIS INDENTURE OF LEASE, is made as of this ____ day of June, 2017, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, whose address is P.O. Box 2749, Charleston, West Virginia 25330, party of the first part, hereinafter referred to as "Landlord", and the Lucy Quarrier Weavers, whose address will be 613 Clifton Road, Charleston, WV 25303, party of the second part, hereinafter referred to as "Tenant";
WITNESSETH:

That, for and in consideration of the premises, covenants and agreements herein entered into between the parties, the parties do hereby agree to and with each other as follows:

1. DEMISED PREMISES: The Landlord does hereby rent and lease unto the Tenant, and the Tenant takes and leases from the Landlord, the Vandalia Neighborhood Center (the "Premises") located at 613 Clifton Road, in Charleston, Kanawha County, West Virginia. This lease includes the building and the basketball court which can be used as parking, but specifically excludes the swimming pool area of the Premises.
2. TERM: The term of this lease shall be for a period of six (6) months, commencing on the 1st day of July, 2017, and ending on the 31st day of December, 2017; but shall automatically renew for successive six (6) month periods unless either party notifies the other of its intention to terminate the automatic renewal provision within sixty (60) days of the commencement of a new six (6) month term; Provided, that an automatic renewal by Tenant shall be conditioned upon timely advanced Rental Payments as provided in Paragraph 4.

Any holding over by Tenant or retention of the Premises shall not be construed as renewing or extending this Lease Agreement but it may, at the sole option of Landlord, be construed as creating a tenancy from month to month with prorated rents, subject to all the terms and conditions of this Lease excepting the term, and terminable by either party upon thirty (30) days written notice.

3. RENTAL AMOUNT: The Landlord agrees to accept, and the Tenant agrees to pay a Base Rent for the lease term, and any subsequent six (6) months renewal term, in the amount of Three Thousand Dollars (\$3,000.00), unless Landlord invokes and gives notice of an escalation for subsequent terms.

4. RENTAL PAYMENTS: Said rent is to be payable in advance of the July 1, 2017, commencement date, and thirty (30) days prior to any renewal term; said payments to be made at the office of the City Manager, 501 Virginia Street East, Charleston, West Virginia 25301, or at such other location as the Landlord may designate in writing to the Tenant.

5. GENERAL COVENANTS: The parties hereby covenant and agree as follows:

- a. The Tenant shall pay said rentals and any other amounts payable hereunder punctually and promptly. Landlord may treat the failure to timely pre-pay rentals as a termination of the automatic renewal provisions of this lease.
- b. Unless the Landlord consents thereto in writing, which consent shall not be unreasonably withheld, the Tenant:

(i) Shall not use or permit the Premises, or any part thereof, to be used for any purpose other than for a weaving studio and meeting space for Tenant's members and guests.

(ii) Shall not make any alterations, additions or improvements without the prior written consent of the Landlord, and any and all such alterations and improvements shall, at the option of the Landlord, become and be the property of the Landlord upon the termination of the Lease.

(iii) Shall not assign nor mortgage this lease, nor re-let or sublet the Premises, or any part thereof without written consent of Landlord and any approval that may be required by Landlord's governing body.

(iv) Shall not suffer any act of commission or omission which will increase the rate of fire or general liability insurance of the Premises or of the building of which the Premises are a part.

6. COMPLIANCE WITH LAWS: The Tenant shall materially comply with all statutes, ordinances, orders, requirements and regulations, present and future, of any Federal, State, County or Municipal authority, or agency or subdivision thereof having jurisdiction over or affecting the use of the Premises.

7. INDEMNIFICATION; INSURANCE; CASUALTY LOSS

a. Tenant shall indemnify, hold harmless and defend Landlord, its officers, employees, and agents from and against any and all costs, expenses (including reasonable attorney fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind, and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with: (i) the Lease or the Premises; or (ii) the negligent or intentional acts or omissions of Tenant, its members, agents, and invitees; or (iii) Tenants activities. Tenant agrees that Landlord shall not be liable to Tenant on account of: (i) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease; (ii) any failure by Tenant to comply with any statutes, ordinances, regulations, requirements or orders, present and future, of any governmental authority; or (iii) any accident, death or personal injury or damage, including fire or water damage, or loss or theft of property, which shall occur in the Premises or as a result of any act or omission by Tenant, its employees, agents, or invitees unless caused by the sole negligence or intentional act or omission of Landlord, its employees or agents.

b. In addition to, and not in lieu of the indemnity provisions set forth in paragraph 7(a) herein, Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, employees, and agents from any claims, liabilities, and/or any types of actions whatsoever, and from any and all fines, alleged damages and/or expenses, including attorneys' fees and costs, arising out of alleged injury to person(s) or property, or contamination of the environment, whether or not prosecuted by a private or governmental entity. Tenant further agrees to defend, indemnify and hold harmless Tenant, its officers, employees and agents in connection with any administrative proceeding arising out of alleged damage to person, property, or the environment, including, but not limited to, notification that Landlord, its officers, employees or agents, are potentially responsible parties for any alleged damage to any environmental hazard created by Tenant as a result of Tenant's business activities on the Premises.

c. Tenant shall maintain general liability insurance during the term of this Lease and any extensions thereof in the minimum amount of \$1,000,000.00 and shall name City as an additional insured for purposes of this Lease and the indemnity provisions herein. Tenant agrees to obtain renter's insurance at its own expense and with adequate coverage for the duration of this Lease. Tenant acknowledges and agrees that in the event that it does not have renter's insurance or if its policy provides insufficient coverage, then Tenant shall be solely liable for all damages and losses that would normally be covered under a renter's insurance policy. Tenant shall also purchase and maintain all such other kinds of insurance and minimum amounts required by law to be purchased and maintained by Tenant throughout the term of this Lease. Tenant shall be responsible for all deductibles, and its insurance shall provide primary coverage. Tenant shall provide Landlord with a copy of its insurance policies prior to the commencement of this Lease and any extensions thereof. In the event that Tenant's insurer denies coverage, terminates Tenant's insurance coverage, or materially changes the coverage provided, Landlord may, upon notice of denial, termination, or material change, and at its option, terminate this Lease upon written notice.

d. If the Premises or the building in which the Premises are a part are partially damaged by fire or other casualty, unless caused by the negligence or willful actions of Tenant, the damages shall be repaired by and at the expense of Landlord and the Base Rent, until such repairs shall be made, shall be apportioned, based on the amount of unusable square footage of the Premises, from the date of such fire or other casualty according to the part of the Premises which is usable by Tenant. Subject to the terms herein, Tenant agrees to repair and replace its own furniture, furnishings and equipment at Tenant's expense.

e. If the entire Premises is damaged and is rendered wholly untenable by fire or other casualty, and if Landlord in its sole discretion shall decide not to restore/rebuild the same, or if the building shall be so damaged that Landlord shall decide not to restore/rebuild the building or demolish it, then Landlord shall, within thirty (30) days after such fire or other casualty, give Tenant written notice of such decision and thereupon, the term of this Lease shall expire by lapse

of time upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions provided in this subsection (e), Tenant's liability for rent shall cease as of the date of the fire or other casualty. In addition, under any such circumstance Tenant may, within thirty (30) days after such fire or other casualty, elect to terminate this Lease by giving written notice to Landlord, in which event this Lease shall expire as of the date of such fire or other casualty. No damages shall be owed by Landlord arising from its decision not to repair/replace, or to demolish the Premises, or from termination of this Lease as provided for in this section.

8. **BREACH:** If at any time Tenant violates any term, covenant, or condition of this Lease, and does not make all reasonable efforts to cure such breach to the satisfaction of Landlord within twenty (20) days after written notice, then Landlord may, at its election, terminate this lease and upon such election, this lease and all of the estate of the Tenant in the Premises shall come to an end and the Landlord may thereupon reenter the premises as of its former estate. Any waiver by the Landlord of any breach shall not be deemed a waiver of any similar or other further breach. The rights and privileges herein reserved shall be in addition to the remedies afforded to the Landlord in the courts of law and equity.

9. **ABANDONMENT:** If the Premises shall become vacant or abandoned, or if the Tenant or any assignee or subtenant to whose assignment or sublease the Landlord shall have consented, shall be dispossessed or removed from the Premises, or if the term hereof shall terminate prior to the expiration date fixed herein because of any act or omission of the Tenant or such assignee or subtenant, or because of the happening of any contingency or of the abandonment herein provided for, or as a result of any election exercised by the Landlord pursuant to the terms hereof, the Tenant does hereby authorize and empower the Landlord, at its option, to reenter the Premises as agent of the Tenant or for any occupant of the Premises under the Tenant, or for its own account or otherwise, and to re-let the same for any term expiring either prior to the original expiration date hereof or simultaneously therewith, or beyond such date and to repair the same if necessary or desirable for re-letting purposes and to receive and apply the rent so received to the cost of reentry, repair, and re-let and to the payment of the rent and other charges due hereunder. The Tenant shall not be entitled to any surplus accruing from such re-letting. In the event that at any time before the expiration of the term hereby granted the Tenant shall cease to occupy the Premises, and shall remove substantially all of their furniture therefrom, the Landlord shall have the right to enter upon the Premises for the purpose of cleaning, altering or redecorating the same; and the exercise of such right by the Landlord shall in no way affect or modify the obligations and covenants of the Tenant under this lease for the remainder of the term thereof.

10. **QUIET ENJOYMENT:** The Landlord hereby covenants that if the Tenant shall perform all the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the Term, or of any renewal term, have the peaceful and quiet enjoyment and possession of the Premises.

11. **SURRENDER OF PREMISES:** Tenant shall, at expiration or termination of the Term, or of any renewal term, peaceably surrender the Premises with all the improvements and additions thereto, broom-cleaned and in good condition, excepting ordinary wear and tear. All repairs, alterations and additions made either by the Landlord or Tenant to the Premises except unattached moveable business fixtures, shall, at the option of the Landlord, be the property of the Landlord and remain upon and be surrendered with the Premises.

12. **UTILITIES AND MAINTENANCE:**

a. The Landlord does covenant and agree that during the term of this lease the following will be furnished at the Landlord's expense:

1. Water, heating and air-conditioning within the Premises unless otherwise agreed to in writing by Tenant and Landlord.
2. Electric power and light necessary to operate building air-conditioning and heating systems, security system, and to light building and operate Tenant's equipment or appliances furnished by Tenant.
3. Maintenance and repair of the building, including the replacement of light bulbs and HVAC filters, and the maintenance and repair of the sidewalk, the parking area and lawns and shrubbery, in a neat and tidy condition, normal wear and tear excepted. Landlord will update existing lighting fixtures and install additional lighting fixtures.
4. Snow and ice removal of walkways and parking areas.
5. Maintenance of the security system, including the installation of a camera at the entrance of the building to allow monitoring of the front door from the inside of the building.
6. One key to the Premises. Tenant is permitted to make copies of the key as it deems necessary for its purposes at its own expense. If Tenant becomes aware that any key has been lost or otherwise compromised, it shall notify Landlord as soon as reasonably practicable.

b. The Tenant does covenant and agree that during the term of this lease the following will be furnished at the Tenant's expense:

1. All cleaning supplies and paper products needed to keep the Premises in good order.
2. Cleaning of the inside of the Premises including trash collection and transportation of trash to the curb for pickup.
3. A mailbox to be installed on the exterior of the Premises in a location approved by Landlord.
4. At the inception of this lease, Tenant will provide Landlord with a piece of fiber art produced by Tenant for display in City Hall, or other City facilities. With each six-month renewal, Tenant will provide a Landlord the option of substituting new works of fiber art for display.
13. ENTRY UPON PREMISES: Tenant shall permit Landlord, its employees, agents, or any other person or persons authorized by the Landlord, upon reasonable notice and at any reasonable time, to enter the Premises for the purpose of inspection or to make repairs, additions, or alterations to the Premises or the building of which the Premises are a part. Landlord shall exercise due care to minimize any disruption to Tenant's activities. Unless emergency or other exigent circumstances exist, Landlord shall provide Tenant with at least 48 hours notice before entering the Premises.
14. NOTICES: All written notices by the Landlord to the Tenant shall be sent by certified mail to the Tenant at 613 Clifton Street, Charleston, WV, or at such other location as the Tenant may designate in writing. All notices by the Tenant to the Landlord shall be sent by certified mail to the Landlord in care of the City Manager at City Hall, 501 Virginia Street East, Charleston, WV, 25301, or at such other location as the Landlord may designate in writing.
15. GOVERNING LAW, DISPUTE RESOLUTION, AND EXCLUSIVE JURISDICTION: The terms, covenants and conditions of this Lease shall be governed by the laws of the State of West Virginia. If any breach, default, or other dispute arises out of this Lease, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. If the Parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.
16. REPAIRS: The Tenant shall immediately give written notice to Landlord of any repairs to the Premises that Tenant believes are necessary to be performed. Landlord agrees that upon written notice it will examine the Premises and conduct and complete any repairs deemed necessary in a reasonable period of time.
17. SIGNS: Tenant shall not display any signage visible from the outside of the Premises without written authorization from Landlord. If requested and desired by Tenant and agreed to by Landlord, Landlord will facilitate installation of exterior signage, the cost of which shall be reimbursed by Tenant.
18. PARKING: Tenant acknowledges and agrees that the basketball court may be used for parking, but agrees to use reasonable efforts to park in a manner so as not to prevent use of the basketball court by others for recreational activity.
19. TAXES AND FEES: Tenant shall pay any and all taxes and fees levied and assessed upon any personal property, fixtures and improvements belonging to Tenant and located upon the Premises and any and all other applicable local or state taxes or fees imposed on Tenant by the laws of the City of Charleston or State of West Virginia.
20. SEVERABILITY AND BINDING EFFECT: If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future law, such provision shall be fully severable, and further the remainder of this agreement shall be fully enforceable and remain in force and effect. All covenants and representations are binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of Landlord and Tenant.
21. ENTIRE AGREEMENT; EFFECTIVE DATE OF LEASE: This Agreement constitutes the entire agreement between the Landlord and the Tenant pertaining to the subject matter contained herein. The Landlord and Tenant agree to execute any and all supplementary documents and to take all supplementary steps to give full force and effect to the basic terms and intent of this lease. Notwithstanding any agreement of this lease to the contrary, this lease is not effective until it is approved by the City Council of Landlord and duly executed by its Mayor.

IN WITNESS WHEREOF, the party of the first part, The City of Charleston, and the party of the second part, the Lucy Quarrier Weavers, have caused these presents to be executed by their duly authorized representatives as of the date first above written:

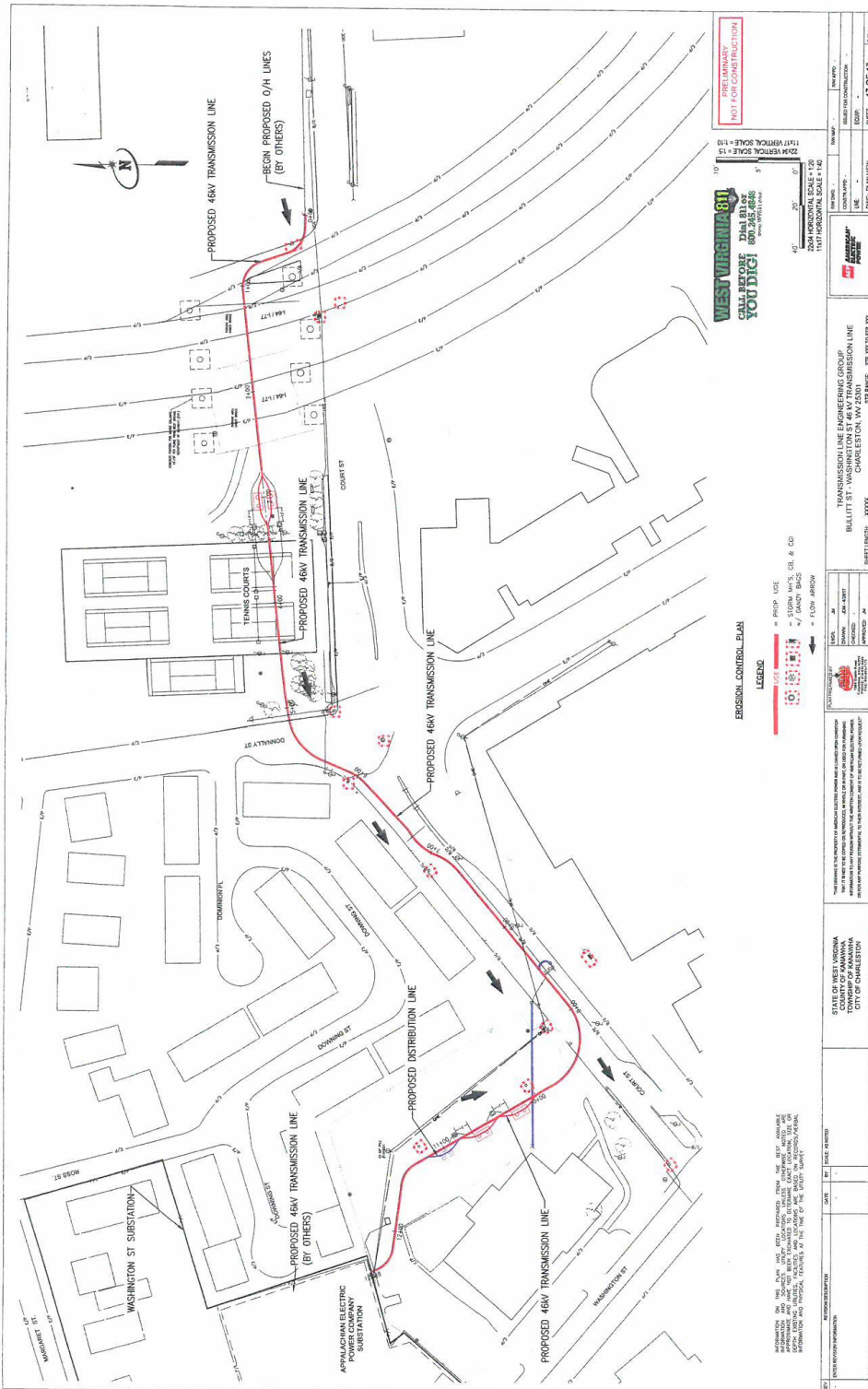
Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 919-17 adopted.

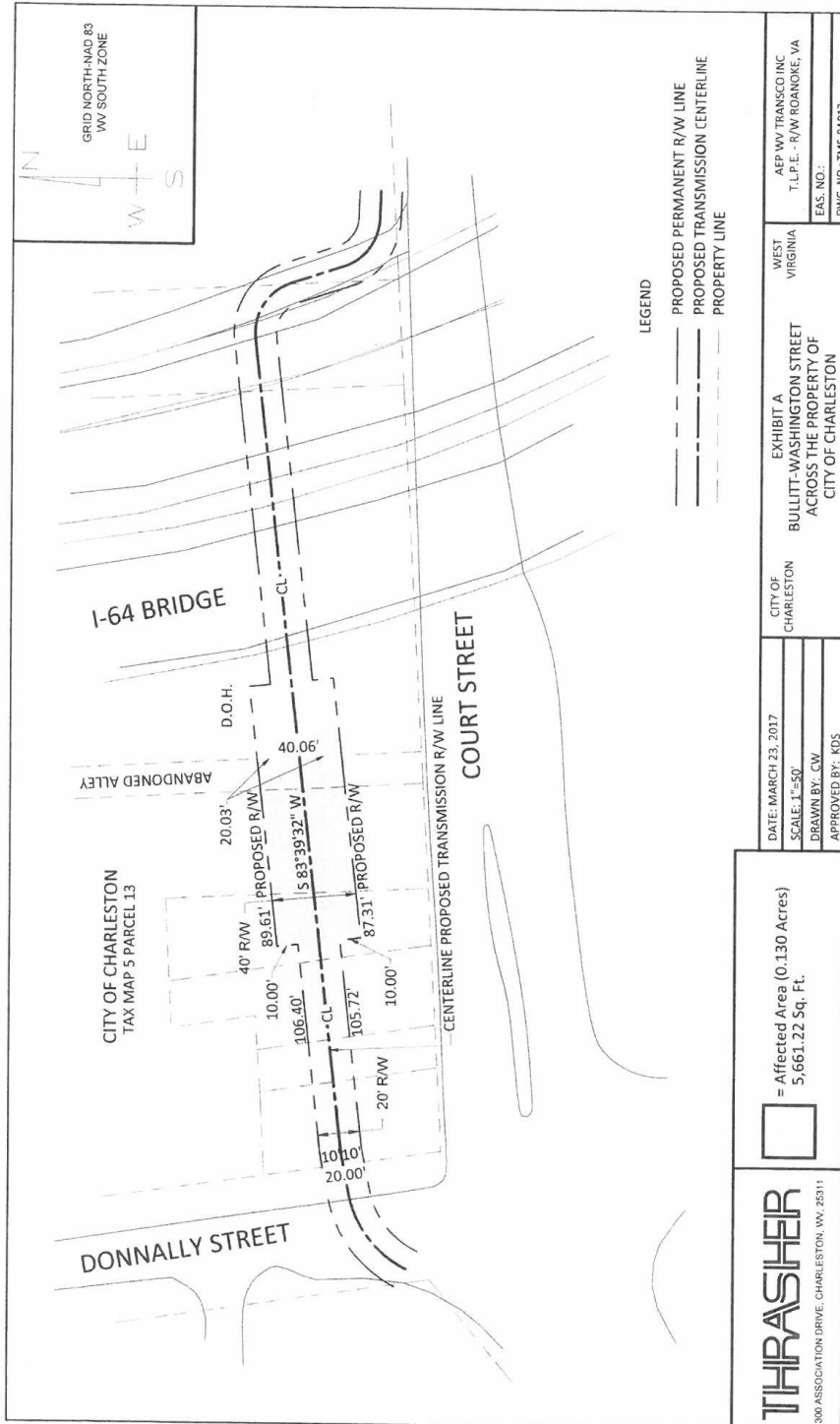
7. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 920-17 do pass.

Resolution No. 920-17 – A Resolution granting American Electric Power West Virginia Transmission Company, Inc. (“AEP”) a permanent transmission easement across and under City property on which the tennis courts at the Martin Luther King Jr. Community Center are located, as more fully described and depicted in Exhibit A hereto, along with a temporary construction easement in order to install the transmission line across and under City property, said construction and installation being part of an overall upgrade by AEP of electric services provided to Charleston and the surrounding area (the “Construction”); said easements to be granted to AEP in consideration of payment of \$65,490.00 for the value of the easements along with payment of all costs and expenses associated with restoration of the tennis courts to original or better condition upon conclusion of the construction. Further, the City Manager is hereby authorized to execute the easements granted herein and to enter into an agreement with AEP requiring AEP to pay for the cost of restoration of the tennis courts to original or better condition at the conclusion of construction and for restoration of any and all other city property damaged or disturbed by the construction. The Parks and Recreation Committee of the City Council of Charleston heard and approved this project at their duly noticed meeting on May 25, 2017.

Therefore, Be it Resolved By The Council Of The City Of Charleston, West Virginia that:

American Electric Power West Virginia Transmission Company, Inc. is hereby granted a permanent transmission easement across and under City property on which the tennis courts at the Martin Luther King Jr. Community Center are located, as more fully described and depicted in Exhibit A hereto, along with a temporary construction easement in order to install the transmission line across and under City property; said easements to be granted to AEP in consideration of payment of \$65,490.00 for the value of the easements along with payment of all costs and expenses associated with restoration of the tennis courts to original or better condition upon conclusion of the construction. Further, the City Manager is hereby authorized to execute the easements granted herein and to enter into an agreement with AEP requiring AEP to pay for the cost of restoration of the tennis courts to original or better condition at the conclusion of construction and for restoration of any and all other city property damaged or disturbed by the construction.





THRASHER <small>300 ASSOCIATION DRIVE, CHARLESTON, WV, 25311</small>	= Affected Area (0.130 Acres) 5,661.22 Sq. Ft.		DATE: MARCH 23, 2017 SCALE: 1"=50' DRAWN BY: CW APPROVED BY: KDS	CITY OF CHARLESTON	EXHIBIT A BULLITT-WASHINGTON STREET ACROSS THE PROPERTY OF CITY OF CHARLESTON	WEST VIRGINIA	AEP/WV TRANSCO, INC. T.L.P.E. - R/W ROANOKE, VA E.A.S. NO.: DWG. NO.: TMS-PART3
	CITY OF CHARLESTON TAX MAP 5 PARCEL 13						

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 920-17 adopted.

8. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 921-17 do pass.

Resolution No. 921-17 – Authorizing the City Manager to execute Change Order No. 16 to the Design-Build contract with BBL Carlton, LLC, in relation to the Civic Center Expansion and Renovation Project, in the amount of \$92,650.83, providing for additions to the base contract as listed in Exhibit A, attached hereto. Change Order No. 16 increases the contract price from \$93,791,922.87 to \$ 93,884,573.70.

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

That the City Manager is hereby authorized and directed to execute Change Order No. 16 to the Design-Build contract with BBL Carlton, LLC, in relation to the Civic Center Expansion and Renovation Project, in the amount of \$92,650.83, providing for additions to the base contract as listed in Exhibit A, attached hereto. Change Order No. 16 increases the contract price from \$93,791,922.87 to \$ 93,884,573.70.

Charleston Civic Center Expansion and Renovation Change Order #16

Draft Exhibit A

06/20/2017

PCO's combined in Change Order #16 (Refer to the attached PCO descriptions):

1. PCO 129 (Metal Panels For One Marque Sign)	\$24,813.20
2. PCO 130 (Reinforced PVC Roofing at Admin Area)	\$44,891.75
3. PCO 131 (Fiber Tite Walkway Pads)	<u>\$22,945.88</u>
TOTAL	\$92,650.83

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 921-17 adopted.

9. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 922-17 do pass.

Resolution No. 922-17 – Authorizing the Mayor or City Manager to enter into a renewal agreement with Safety National Insurance Company/Commercial Insurance Service, at the rate of 0.6292% of wages, equating to a deposit premium of \$223,175.75.00 based on wages of \$35,275,708, for the City Excess Workers’ Compensation Insurance for the period July 1, 2017 to June 30, 2018.

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

That the Mayor or City Manager is hereby authorized and directed to enter into a renewal agreement with Safety National Insurance Company/Commercial Insurance Service, at the rate of 0.6292% of wages, equating to a deposit premium of \$223,175.75.00 based on wages of \$35,275,708, for the City Excess Workers’ Compensation Insurance for the period July 1, 2017 to June 30, 2018.

Revised Excess Workers’ Compensation Insurance Quotation

7-1-2017/2018 Renewal

CONTRACT TERMS	EXPIRING 2016-2017	RENEWAL QUOTE 2017-2018
Based on Annual Payroll of:	\$34,669,656	\$35,275,708
Estimated Manual Premium	\$878,010	\$774,605
Employer’s Liability Limit	\$1,000,000 Per Occurrence and Aggregate	\$1,000,000 Per Occurrence and Aggregate
Aggregate Excess Limit	\$1,000,000	\$1,000,000
Specific Excess Limit	Statutory	Statutory
Self-Insured Retention	\$600,000 All Other \$1,000,000 USLH	\$600,000 All Other \$1,000,000 USLH
Aggregate Loss Limit:	Same as Above	Same as Above
Aggregate Retention	268.00%	305.00%
Estimated Aggregate Retention	\$2,352,716	\$2,362,545
Premium Rate (per \$100 Payroll)	0.667	0.6292
Deposit Premium	\$231,247	\$221,955
Term Minimum Premium	\$219,685	\$210,857
0.55% WV Surcharge	\$1,271.86	\$1,220.75
Total Annual Premium (Incl. Tax)	\$232,518.86	\$223,175.75

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative (with one ABSTENTION from Councilmember Burton) the Mayor declared Resolution No. 922-17 adopted.

10. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 923-17 do pass.

Resolution No. 923-17 – Authorizing the Mayor or City Manager to enter into an agreement with BRIT Insurance/Commercial Insurance Service to extend the Employers Liability coverage to include a \$2,000,000 limit per occurrence subject to the \$300,000 self-insured retention (SIR) for an additional premium of \$6,000. This endorsement is to be added effective July 1, 2017.

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

That the Mayor or City Manager is hereby authorized and directed to enter into an agreement with BRIT Insurance/Commercial Insurance Service to extend the Employers Liability coverage to include a \$2,000,000 limit per occurrence subject to the \$300,000 self-insured retention (SIR) for an additional premium of \$6,000. This endorsement is to be added effective July 1, 2017.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative (with one ABSTENTION from Councilmember Burton) the Mayor declared Resolution No. 923-17 adopted.

REPORTS OF OFFICERS

1. City of Charleston, WV – Financial Statements, for the eleven-month period ending May 31, 2017.
Received and Filed.
2. City Treasurer’s Report to City Council Month Ending May 31 2017.
Received and Filed.

ADJOURNMENT

The Clerk, JB Akers, called the closing roll call:

YEAS: Burka, Burton, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Hoover, Jones, King, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Snodgrass, Steele, Talkington, Ware Mayor Jones

NAYS: NONE

ABSENT: Ireland, Smith

At 7:40 p.m., by a motion from Councilmember Harrison, Council adjourned until Monday, July 3, 2017, at 7:00 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

JB Akers, City Clerk