



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

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Monday, April 17, 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 third meeting in the month of April on the 17th day, in the year 2017, and was called to order by the Honorable Mayor, Danny Jones. The invocation was delivered by Councilmember Richardson and the Pledge of Allegiance was led by Councilmember Hoover. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

CHESTNUT	BURTON	CEPERLEY
EALY	CLOWSER	DAVIS
HARRISON	FAEGRE	HAAS
LANE	HOOVER	IRELAND
SALISBURY	MINARDI	OVERSTREET
SNODGRASS	REISHMAN	RICHARDSON
WARE	SLATER	SMITH
	STEELE	TALKINGTON
	WEBB	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 Verna Black, 144 Wilson Way, Charleston, WV;
Alleges personal injury.
Refer to City Solicitor.

2. A claim of Rodger D. Kidwell Jr., 1018 Forest Road, Charleston, WV;
Alleges damage to property.
Refer to City Solicitor.

3. A claim of Frank S. Law, 1 Wildacre Road, Charleston, WV;
Alleges damage to property.
Refer to City Solicitor.

COMMUNICATIONS

1. NOMINATION OF VACANT COUNCIL SEAT WARD 1

The Mayor declared the floor open for nominations to fill the vacancy for the unexpired Ward 1 seat. Councilmember Davis made a motion to nominate Pat Jones; the motion was seconded by Councilmember Faegre.

The question being on the approval of the nomination. A roll call was taken as follows:

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

NAYS: NONE

ABSENT: Burka, Persinger

With a majority of members elected recorded thereon as voting in the affirmative the nomination of Pat Jones approved. The Mayor declared Pat Jones Councilmember for Ward 1.

Pat Jones came forward and took the oath of office given by JB Akers, City Clerk.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



**TO: J.B. AKERS
CITY CLERK**

**FROM: DANNY JONES
MAYOR**

RE: COUNCIL COMMITTEE ASSIGNMENTS

DATE: APRIL 17, 2017

Upon his election to City Council, I am appointing Pat Jones to the Council Committees on Environment and Recycling, Rules and Ordinances, and Urban Renewal.

DJ/rbb

Received and filed.

REPORTS OF COMMITTEES

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. 881-17 do pass.

Resolution No. 881-17 - 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 2015-2016 General Fund budget as indicated on the attached list of accounts.

General Fund FY 2016-2017 Budget Amendment No. 11 - April 17, 2017

Account No.	Department	Account Description	Amount
001 368 06 0000	Revenue	Contributions from Other Entities - GKVF	(100,000)
001 979 00 900 4 458	Parks & Recreation	Capital Outlay - Major Improvements	100,000
To recognize contribution from the Schoenbaum Family Fund, administered by The Greater Kanawha Valley Foundation, for the purpose of maintenance and improvements of the tennis court property and to adjust the expenditure budget accordingly.			
001 386 00 0000	Revenue	Insurance Claims	(449,158)
001 368 00 0000	Revenue	Contributions from Others	449,158
To correct account number originally reported on Budget Amendment No. 08 on January 17, 2017.			
001 398 00 0000	Revenue	Bond Proceeds	(4,310,000)
001 299 0	Fund Balance	General Fund	(25,874)
001 427 00 000 5 572	Debt Service	Interest on Bonds	11,421
001 427 01 000 5 572	" "	Interest on Bonds	18,532
001 427 00 000 6 671	" "	Principal on Bonds	3,470,000
001 427 01 000 6 673	" "	Bond Discount	34,480
001 427 01 000 6 677	" "	Issuance Costs	87,333
001 427 00 000 5 566	Transfers to Other Funds	Stadium Project Fund 253	714,108
To adjust the budget to account for the transactions resulting from the Series 2016 A Lease Revenue Refunding and Improvement Bonds (Charleston Stadium Project)			

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

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

NAYS: NONE

ABSENT: Burka, Persinger

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 881-17 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. 882-17 do pass.

Resolution No. 882-17 - Authorizing the City Manager to execute Change Order No. 14 to the Design-Build contract with BBL Carlton, LLC, in relation to the Civic Center Expansion and Renovation Project, in the amount of \$1,204,758.17, providing for additions to the base contract as listed in Exhibit A, attached hereto. Change Order No. 14 increases the contract price from \$92,378,617.17 to \$93,583,375.34.

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. 14 to the Design-Build contract with BBL Carlton, LLC, in relation to the Civic Center Expansion and Renovation Project, in the amount of \$1,204,758.17, providing for additions to the base contract as listed in Exhibit A, attached hereto. Change Order No. 14 increases the contract price from \$92,378,617.17 to \$93,583,375.34.

Charleston Civic Center Expansion and Renovation Change Order #14

Exhibit A

04/18/2017

PCO's combined in Change Order #14 (Refer to the attached PCO descriptions):

1. PCO 95 (Kitchen Asbestos)	\$1,856.81
2. PCO 99 (Coliseum Lower Exterior LED Lights)	\$97,410.03
3. PCO 100 (Coliseum Upper Exterior LED Lights)	\$29,223.32
4. PCO 101 (Additional Kitchen Asbestos)	\$2,207.89
5. PCO 109 (Replace Existing Chilled & Hot Water Piping)	\$380,623.11
6. PCO 110 (Asbestos abatement of Glycol Lines)	\$3,979.02
7. PCO 111 (Hobart Dishwasher)	\$6,857.95
8. PCO 114 (Repair Crack @ Little Theater)	\$6,541.52
9. PCO 115 (Janus Displays)	\$265,526.74
10. PCO 121 (Replace Exist. Control Valves to FHV)	\$32,200.00
11. PCO 122 (West Hall Flood Wall)	\$169,184.00
12. Amount to be added to CO#14 for CO#13 corrections	<u>\$209,147.78</u>

TOTAL \$1,204,758.17

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 882-17 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. 883-17 do pass.

Resolution No. 883-17 - Authorizing the Finance Director to make a refund to ResCare, INC. in the amount of \$29,443.22 for overpayment of Business & Occupation taxes for the period of July 1, 2014 – December 31, 2015. The taxpayer reported revenue generated outside the city limits to the City of Charleston. The refund request has been validated by the Auditing Division of the City Collector's Office.

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

That the Finance Director is hereby authorized and directed to make a refund to ResCare, INC. in the amount of \$29,443.22 for overpayment of Business & Occupation taxes for the period of July 1, 2014 – December 31, 2015. The taxpayer reported revenue generated outside the city limits to the City of Charleston. The refund request has been validated by the Auditing Division of the City Collector's Office.

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 883-17 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. 884-17 do pass.

Resolution No. 884-17 - Authorizing the Finance Director to make a refund to Brown Edwards and Company LLP in the amount of \$8,113.20 for overpayment of Business & Occupation taxes for the 2nd quarter of 2015. The taxpayer inadvertently reported their revenue for the month of May twice. The refund request has been validated by the Auditing Division of the City Collector's Office.

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

That the Finance Director is hereby authorized and directed to make a refund to Brown Edwards and Company LLP in the amount of \$8,113.20 for overpayment of Business & Occupation taxes for the 2nd quarter of 2015. The taxpayer inadvertently reported their revenue for the month of May twice. The refund request has been validated by the Auditing Division of the City Collector's Office.

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 884-17 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. 885-17 do pass.

Resolution No. 885-17 - Authorizing the Mayor or City Manager to receive and administer \$16,025 from the West Virginia Department of Transportation, Division of Highways for the Charleston Bike and Trail Plan Early Implementation project, which will install sharrows along three different routes on City streets. The City will provide matching funds of up to \$70,000, comprised of materials and in-kind labor.

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 receive and administer \$16,025 from the West Virginia Department of Transportation, Division of Highways for the Charleston Bike and Trail Plan Early Implementation project, which will install sharrows along three different routes on City streets. The City will provide matching funds of up to \$70,000, comprised of materials and in-kind labor.

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 885-17 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. 886-17 do pass.

Resolution No. 886-17 - Authorizing the Mayor or City Manager to approve an amendment with CareHere Management, PLLC, for services related to the City’s on-site Clinic at 601 Morris Street, including, but not limited to, the provision and management of medical professionals, supplies, programs, medical records, and reporting activities. All amendments related to this agreement are set forth in Exhibit A.

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 to approve an amendment with CareHere Management, PLLC, for services related to the City’s on-site Clinic at 601 Morris Street, including, but not limited to, the provision and management of medical professionals, supplies, programs, medical records, and reporting activities. All amendments related to this agreement are set forth in Exhibit A.

**FIRST AMENDMENT TO THE
AGREEMENT BETWEEN
CAREHERE MANAGEMENT, PLLC AND
THE CITY OF CHARLESTON, WV**

This First Amendment is entered into as of the ___ day of _____, 2017 (the “Amendment”) by and between CareHere Management, PLLC (“CareHere”) and the City of Charleston, WV (“Employer”), collectively the “Parties”, and each, a “Party”.

WHEREAS, the Parties entered into the CareHere Management, PLLC City of Charleston, WV Agreement on June 20, 2013 (the “Existing Agreement”); and

WHEREAS, pursuant to Section 4.03 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - (a) Section 2.02 shall be amended as set forth below with new language appearing in underline and deleted language appearing in ~~strike through~~:

2.02 Monthly Fee. Monthly invoicing by CareHere will commence upon the targeted opening date agreed upon per Section 1.03 of this Agreement. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the Employer shall pay to CareHere the amount of \$23.00 per employee per month for all full-time active employees enrolled under the Employer's Health Plan ~~and per retiree per month for all retirees, not otherwise eligible for Medicare, enrolled under the Employer's Health Plan~~ (collectively "Enrolled Employees") for arranging for the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month. Additionally, all other full-time active employees who have chosen not to enroll in the Employer's Health Plan, excluding their dependents, and all retirees, not otherwise eligible for Medicare, enrolled under the Employer's Health Plan, will have access to the Health Center at a rate of \$12.00~~\$8.00~~ per employee per month to be payable along with the payment for Enrolled Employees.

(b) Section 3.01 shall be amended as set forth below with new language appearing in underline and deleted language appearing in ~~strike through~~:

3.01 Term. Subject to Section 3.05 of this Agreement, this Agreement shall be for a term of three years following the actual opening date of the Employer clinic to commence delivery of care to patients, subject to earlier termination in accordance with this Agreement. Unless either the Employer or CareHere gives written notice of nonrenewal to the other party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional periods of ~~two~~ one years each.

(c) *Exhibit E shall be removed in its entirety and replaced with the attached Exhibit E.*

3. Extension of the Agreement. Employer agrees that upon execution of this Amendment, and for three years thereafter, it will not exercise its right to terminate the Agreement pursuant to Section 3.01.
4. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the "Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.
5. Miscellaneous.
 - (a) This Amendment shall be governed by, and interpreted in accordance with, the laws of the State of West Virginia, without giving effect to its conflict of laws provisions.
 - (b) This Amendment is binding upon the parties, their successors and assigns.
 - (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
 - (d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.
 - (e) This Amendment constitutes the sole and entire agreement of the Parties with respect to

the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(Signatures on following page)

EXHIBIT E

Performance Guarantee

CareHere shall guarantee satisfaction of Employer with services provided by Medical Professionals and administration of Employer’s clinic, and acknowledges and agrees that it will refund to Employer a percentage of \$2.50 of the per month per Eligible Employee fee (“PEPM Fee”) if satisfaction in any of the categories specified below fails to meet the specified measurement criteria. Performance shall be measured on an annual basis with the first performance evaluation period beginning on January 1, ~~2014~~2017, and ending December 31, ~~2014~~2017, and occurring each successive calendar year that CareHere continues to provide services to Employer. Payment of any refund due to Employer from CareHere pursuant to this performance guarantee shall be due and payable to Employer before the expiration of the first calendar quarter following the end of any evaluation period.

Weight	Amount	Category	Indicator	Measurement	
Total Operations 20%	10%	\$.25 of PEPM Fee	Operations	Patient Satisfaction	90% Positive Patient Satisfaction indicated by Patient Satisfaction Survey Scores*
	10%	\$.25 of PEPM Fee	Operations	Patient Utilization	Annual Utilization Average of 80% of all available Appointments**
Total Administration & Financial 20%	10%	\$.25 of PEPM Fee	Administration	Reporting	90% Completeness and On-Time Delivery per Agreement
	10%	\$.25 of PEPM Fee	Administration	Budget Adherence	No more than 10% above total budget projection submitted***
Clinical Outcomes of Members that Visit Clinic 60%	30%	\$.75 of PEPM Fee	Clinical	HRA Engagement	100% 75% of All Eligible Employees who access the clinic complete an HRA.
	30%	\$.75 of PEPM Fee	Clinical	Wellness Engagement	60% of Employees who complete an HRA, meet with a CareHere Provider to review results, and those identified as at Risk**** engage in Wellness Programs.

* This item is contingent upon at least 20% of patients who access the clinic completing a survey. In the event there is less than 20% participation then this measurement, and associated weight, will no longer be applicable to the Performance Guarantee.

**This item is contingent upon the Employer agreeing to promote the CareHere clinic at department and employee meetings, allowing a CareHere representative to speak briefly at meetings to promote the clinic and wellness programs where reasonable but not less than annually, and allowing CareHere to regularly reach out to employees via mailers to homes, emails, payroll stuffers, posters at the worksite, and other promotional means. Calculations will be based on the assumptions and projections made in the initial proposal to the Employer and CareHere will have the ability to adjust clinic hours. In the event of a shared clinic, this measurement will be based upon the combined utilization average.

*** In the event the Employer and CareHere mutually agree to modify projected expenses including, but not limited to, clinic hours,

services, provider mix (e.g. increase M.D. hours, reduce N.P. hours, addition of new services, increases in number of employees covered, etc.), or any other aspect of clinic operations, both parties agree to adjust the budget accordingly for performance guarantee adherence purposes. For example: If it is determined that the clinic should increase total budgeted clinic hours by 10 additional hours to best meet the demand of patients, annual budget adherence calculations will be adjusted to include this mutually agreed upon expansion of hours. CareHere will not be penalized for additional costs resulting from expenditure increases mutually agreed upon by the Employer and CareHere.

****** Risk Definitions:**

- Diabetes HbA1c > 7
- High Blood Pressure Systolic (top) pressure >= 140
- High Cholesterol Total Cholesterol >= 220 AND Total Cholesterol/HDL ratio > 4.0

In order to allow for sufficient time to engage following risk identification, patients identified 90 or fewer days prior to the conclusion of any year may be excluded in Wellness Engagement Performance Guarantee calculations.

In the event the medical community produces convincing evidence that one or more of these Risk Definitions should be adjusted either up or down, Employer and CareHere shall work together to draft a mutually acceptable written agreement modifying these Risk Definitions. In the event a mutually acceptable written agreement is not met, such measure shall be eliminated from the Risk Definitions.

For the Performance Guarantee to be in effect, the Employer agrees to the following terms and conditions:

1. All levels of Employer management (including managers and supervisors) publically EMBRACE and SUPPORT clinic and wellness.
2. The Employer publically EMBRACES and SUPPORTS the CareHere Medical Staff when discussing the Wellness Clinic with employees.
3. The Employer allows CareHere reasonable access to its premises and employees to facilitate informational sessions.
4. The Employer provides access to the on-site clinic at no cost to the employee, spouse or dependents.
5. The Employer ensures that the employee is not required to “clock-out” while using the on-site clinic for Occupational Medicine purposes only, if applicable.
6. The Employer will establish and implement a financial reward program to incentivize employees to access the Wellness clinic, receive HRA’s, and participate in Wellness Clinic programs.
7. The Employer and CareHere agree in writing regarding the calculations to be used to measure the financial impact of the onsite clinic program.
8. For purposes of calculations and analysis of Performance Guarantee satisfaction, the Employer agrees to remove from the paid claims totals any outlier claim in excess of \$50,000 per claimant per year.
9. All calculations and measurements must be re-cast in the event assumptions made by CareHere in the initial proposal process are found to be based on mistaken, incomplete or inaccurate data supplied by the Employer or representatives of the Employer.

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 886-17 adopted.

REPORTS OF OFFICERS

1. Report of the City of Charleston Payroll Variance Analysis;
March 2017.
Received and Filed.
2. City Treasurer's Report to City Council Month Ending March 2017.
Received and Filed.

NEW BILLS

1. Introduced by Councilmember Mary Beth Hoover on April 17, 2017:
Bill No. 7743 – A Bill to establishing 15 minute parking only on the east side of Clendenin Street between Quarrier Street and Lee Street and establishing Bus and ticket for Civic Center only 15 minute parking on the west side of Clendenin Street between Quarrier Street and Lee Street and amending the Traffic Control Map and File.
Refer to Streets and Traffic Committee.
2. Introduced by Councilmembers Mary Beth Hoover and Rutha Chestnut on April 17, 2017:
Bill No. 7744 - A Bill to establish an all way stop intersection on Capitol Street at Donnally Street by installing a stop sign on the northwest corner of the intersection and amending the Traffic Control Map and File.
Refer to Streets and Traffic Committee.

ADJOURNMENT

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

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

NAYS: NONE

ABSENT: Burka, Persinger

At 7:23 p.m., by a motion from Councilmember Harrison, Council adjourned until Tuesday, April 18, 2017, at 5:30 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

JB Akers, City Clerk