



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

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Monday, June 5, 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 first meeting in the month of June on the 5th 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 Jarrett Jones. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

**BURKA
CHESTNUT
EALY
HARRISON
KING
OVERSTREET
RICHARDSON
SMITH
TALKINGTON**

**BURTON
CLOWSER
FAEGRE
HOOVER
LANE
PERSINGER
SALISBURY
SNODGRASS**

**CEPERLEY

HAAS

MINARDI
REISHMAN
SLATER

MAYOR JONES**

With twenty-three 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 Cyndi Means, 60 Scarlet Oak Lane #11, Charleston, WV;
Alleges damages vehicle.
Refer to City Solicitor.

COMMUNICATIONS


1.

TO: J.B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR

RE: COUNCIL COMMITTEE ASSIGNMENTS

DATE: JUNE 5, 2017



I am appointing Bruce King To the Council Committees on Parks and Recreation, Public Safety, and Facilities.

Received and filed.

PUBLIC HEARING

1. After duly being published as required, the Mayor declared the floor open for a Public Hearing on Bill No. 7747. There were no speakers. The Mayor declared the Public Hearing for Bill No. 7747 CLOSED.

REPORTS OF COMMITTEES

COMMITTEE ON PLANNING

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

1. Your committee on Planning has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7732 Committee Substitute do pass.

Bill No. 7732 Committee Substitute – Your Committee finds that granting the easement will allow the entire building at 1348 Hansford Street to be renovated, which is consistent with the Comprehensive Plan’s goal of encouraging the adaptive reuse of vacant buildings and reports the same to Council with the recommendation that Bill No. 7732 do pass as a committee substitute.

Will be voted on under Finance.

2. Your committee on Planning has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7738 do pass.

Bill No. 7738 – Amending the Zoning Ordinance of the City of Charleston, West Virginia, adopted January 1, 2006, as amended, by amending the front setback exception and adding the definition “Traditional Neighborhood”.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA

1. The Zoning Ordinance for the City of Charleston, West Virginia, effective January 1, 2006, is hereby amended as follows:

Sec. 2-020 Definitions of Terms

Building Area. The maximum horizontal projected area of the principal and accessory building, excluding open steps or terraces, unenclosed porches and not exceeding one story in height, or architectural appurtenances projecting not more than three (3) feet.

Build-To Line. An alignment established a certain distance from the front property line to a line along which the building shall be built.

Traditional Neighborhood. A community that exhibits some or all of the following characteristics: streets laid out in a grid system, alleys, buildings oriented to the street, pedestrian-orientation, compatible and mixed land uses. (Areas include but are not limited to: The predominantly flat areas of Kanawha City, East End, West Side, North Charleston, and the West Side hill between Cliffview Drive and Dayton Drive)

Sec. 21-020 General Exceptions to Height, Bulk, Area, and Density Regulations

C. Front Setback Exception

In traditional neighborhoods, All construction shall conform to the clearly prevailing front setback pattern of developed lots within the block properties fronting on the same side of the street between the street intersections, even when the prevailing front yard setbacks differ from those required in the zoning district requirement. This is accomplished by averaging the front setback of those developed properties. Outliers, as determined by the Planning Director, shall be excluded from the calculation. When a property is situated between two lots with existing front yard setbacks that differ from those required in the zoning district, then the front yard setback may be adjusted to a depth equal to the average of the front yard setbacks of the two adjacent lots. Where there is no clearly prevailing front setback pattern, new construction shall be subject to the front setback required in the zoning district.

In non-traditional neighborhoods, all construction shall be subject to the front setback required in the zoning district, however when a property is situated between two lots with existing front setbacks that differ from those required in the zoning district, then the front setback may be adjusted to a depth equal to the average of the front setbacks of the two adjacent lots.

2. All prior ordinances or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

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

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

NAYS: NONE

ABSENT: Davis, Ireland, Steele, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7738 passed.

3. Your committee on Planning has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7740 do pass.

Bill No. 7740 – Amending the Zoning Ordinance of the City of Charleston, West Virginia, adopted January 1, 2006, as amended, by allowing accessory dwelling units in owner occupied single family dwellings with conditions.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA

1. The Zoning Ordinance for the City of Charleston, West Virginia, effective January 1, 2006, is hereby amended as follows:

Sec. 2-020 Definitions of Terms

Dwelling, Accessory. An ancillary or secondary living unit that is clearly subordinate and secondary to the principal owner occupied single family use that has a separate housekeeping unit, existing either within the principal structure, or on the same lot of record within an accessory structure, as the single family dwelling structure.

Dwelling Unit. A single unit providing complete, independent living facilities for a single housekeeping unit. In no case shall a motor home, trailer, hotel or motel, lodging or boarding house, automobile, tent, or portable building be considered a dwelling unit. Dwelling units are contained within single-family dwellings (in which case the definition is synonymous), garage and accessory apartments attached and detached accessory dwelling units, duplex dwellings, mixed-use dwellings, and multifamily dwellings.

Sec. 3-050 Permitted Land Uses

LAND USE	R-2	R-4	R-6	R-8	R-10	R-O	C-4	C-8	C-10	C-12	CBD	UCD	PMC	I-2	I-4	PUD	SUPP.
<i>Dry Cleaning and Laundry Services</i>								P	P	P	P	P	A	P			
<i>Dwelling, Accessory</i>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>											<u>54</u>
<i>Dwelling, Single Family</i>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				

Sec. 3-060 Supplemental Regulations Pertaining to Land Use Table

54. Dwelling, Accessory the following apply:

- a. Accessory dwelling units are only permitted as an accessory use to an owner occupied single family dwelling use within residential zoning districts.
- b. Attached accessory dwelling units shall be clearly subordinate and secondary to the principal dwelling unit. Attached accessory dwelling units shall conform to all development standards for principal structures including any applicable zoning, historic preservation, or architectural standards.
- c. Detached accessory dwelling units shall conform with all provisions for accessory structures contained within Article 3-080.
- d. On site parking shall be provided for the accessory dwelling unit at a rate of one (1) parking space per bedroom.

e. No more than one (1) accessory dwelling unit shall be approved per owner occupied single family dwelling and lot of record.

f. Accessory dwelling units shall only be permitted for owner occupied single family dwellings. Prior to issuance of a Zoning Permit, the applicant shall record an instrument with the Kanawha County Clerk notifying and informing all subsequent owners of the property that the approval of the accessory dwelling unit is contingent upon:

(1) Continued compliance with all applicable standards of the Zoning Ordinance of the City of Charleston, West Virginia.

(2) The either the accessory dwelling unit or the primary single family unit on the property shall be occupied by the owner of record. If either unit is not owner occupied, the zoning approval of use of the accessory dwelling unit as a separate household unit shall be null.

(3) That the accessory dwelling unit shall not be sold separately or apart from the primary single family dwelling unit.

(4) That the accessory dwelling unit may never be enlarged to a size greater than that allowed within the Zoning Ordinance of the City of Charleston, West Virginia.

(5) Reference to Deed Book and page number? (recommended b Jack H)

Sec. 3-080 Accessory Structures and Uses in Residential Districts

A. Customary and incidental accessory buildings and uses are allowed in all residential districts, as specifically regulated in that district, provided that:

6. The total square footage of all accessory buildings shall not exceed 672 square feet or 50% of the first or ground floor area of the principal building whichever is greater, except for accessory dwelling units which may exceed this measure but must be clearly subordinate and secondary to the principal structure. Large lots measuring twice the size of the minimum lot requirement or greater are not subject to this restriction, so long as the accessory structure remains subordinate in floor area to the dwelling.

8. Accessory structures shall not exceed 18 feet in height, except for accessory dwelling units, which may not exceed two stories or 25 feet in height.

2. All prior ordinances or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

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

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

NAYS: NONE

ABSENT: Davis, Ireland, Steele, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7740 passed.

4. Your committee on Planning has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 905-17 do pass.

Resolution No. 905-17 – WHEREAS, the City of Charleston recognizes the threat that natural, technological, and man-made hazards pose to people and property, and;

WHEREAS, significant structural, historical, and economic losses could result from an occurrence of a natural, technological, or man-made hazard event; and

WHEREAS, undertaking mitigation projects during pre-disaster periods could decrease the total losses Charleston incurs as a result of said hazard occurrences; and

THEREFORE, the Charleston City Council has partnered with the county to update the existing Region 3 Hazard Mitigation Plan, adopted in 2012, in an effort to further identify, define, and characterize the hazards affecting the city as well as to continue identifying and prioritizing projects that could lessen hazard vulnerability.

WHEREAS, Charleston's City Council has a strong interest in reducing losses from future hazard occurrences; and

WHEREAS, the hazard mitigation plan is a federal and state requirement to maintain eligibility for hazard mitigation funding, and, by that requirement, must be updated a minimum of every five (5) years; and

WHEREAS, the City of Charleston participated jointly with the B-C-K-P Regional Intergovernmental Council to create the B-C-K-P Regional Intergovernmental Council All Hazards Mitigation Plan in an effort to further identify, define, and characterize the hazards affecting the Region III cities and counties as well as to identify and prioritize projects that could lessen hazard vulnerability; and

WHEREAS, a cooperative, joint effort is a proven, efficient way to plan for and reduce hazard susceptibility in all government jurisdictions in Boone, Clay, Kanawha and Putnam Counties, West Virginia.

THEREFORE BE IT RESOLVED, THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA, hereby adopts the updated Region 3 Hazards Mitigation Plan as an official plan.

Councilmember Harrison 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 905-17 adopted.

STREETS AND TRAFFIC

Councilmember Hoover, Chair of the Council Committee on Streets and Traffic, submitted the following reports:

1. Your committee on Streets and Traffic has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7745 do pass.

Bill No. 7745 - A Bill to establish a stop intersection on Helen Avenue at Mathews Avenue by installing a stop sign on the Southwest corner of the intersection and amending the Traffic Control Map and File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

Section 1. A STOP intersection on Helen Avenue at Mathews Avenue by installing the stop sign on the Southwest corner of the intersection is hereby established.

Section 2. The Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Law, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are amended, to conform to this Ordinance.

Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby repealed to the extent of said inconsistency.

Councilmember Hoover moved to approve the Bill. Councilmember Lane seconded the motion. A roll call was taken:

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

NAYS: NONE

ABSENT: Davis, Ireland, Steele, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7745 passed.

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. 913-17 do pass.

Resolution No. 913-17 - Authorizing the Finance Director to make a refund to Tyco Integrated Security in the amount of \$10,863.08 for overpayment of Business & Occupation taxes for the period of April 1, 2013 – March 31, 2016. 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 Tyco Integrated Security in the amount of \$10,863.08 for overpayment of Business & Occupation taxes for the period of April 1, 2013 – March 31, 2016. 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.

Due to a duplication in numbering resolutions, City Clerk, J.B. Akers proposed that the resolution be renumbered to 913-17 (previously 905-17). Councilmember Harrison moved to approve the proposal. Councilmember Lane seconded. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the resolution renumbered.

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 913-17 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. 906-17 do pass.

Resolution No. 906-17 - Authorizing the City Manager to execute Change Order No. 2 with McClanahan Construction Co., LLC, in relation to Kanawha Trestle Walk and Bikeway System Project – Phase 1, in the amount of \$ 7,711.37, as listed in Exhibit A, attached hereto. Change Order No. 2 increases the contract price from \$4,868,559.73 to \$4,876,271.10

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. 2 with McClanahan Construction Co., LLC, in relation to Kanawha Trestle Walk and Bikeway System Project – Phase 1, in the amount of \$ 7,711.37, as listed in Exhibit A, attached hereto. Change Order No. 2 increases the contract price from \$4,868,559.73 to \$4,876,271.10



May 22, 2017

Mr. Chris Knox, City Engineer
City of Charleston
105 McFarland Street
Charleston, WV 25301

Re: ***Kanawha Trestle Walk and Bikeway System Project Phase I
Change Order No. 2***

Dear Mr. Knox:

Provided is information with regards to the above referenced Change Order No. 2:

- | | |
|--|---------------------------|
| 1. Install Trench Drain system provided by Owner at (2) locations. 32 LF at Park Drive and 60 LF at Vine Street. | |
| Total Trench system 92 LF x \$86.50..... | \$ 7,958.00 |
| Add 92 LF x (2) sides of 6" Concrete Curbing = 184 LF x \$21.00..... | <u>\$ 3,864.00</u> |
| | \$11,822.00 |
| 2. Additional Concrete Curbing for other Trench Drain systems. Alt 1A & Alt 2A.
60 LF + 57 LF = 117 LF x 2 sides = 234 LF x \$21.00 | \$ 4,914.00 |
| 3. Add Aggregate Base to All Alternate Bid Items
117.35 Y @ \$132.50..... | \$15,548.87 |
| 4. Owner Deducts: | |
| a. (3) Tree Grates @ \$900.00 = | \$ 2,700.00 |
| b. (1) Type "A" Inlet @ Sta. 114+10 = | \$ 4,490.00 |
| c. 111 LF Type I Curb @ \$48.50= | \$ 5,383.50 |
| d. Revised Landscaping Plan = | <u>\$12,000.00</u> |
| Total Deductions to date = | \$24,573.50 |

Total Value for Change Order No. 2

\$ 7,711.37

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 906-17 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. 907-17 do pass.

Resolution No. 907-17 - Authorizing the City Manager to execute Change Order No. 1 with Asphalt Contractors and Site Work, Inc., in relation to Kanawha City 42nd Street Streetscape Enhancements, in the amount of \$ 24,290.00, as listed in Exhibit A, attached hereto. Change Order No. 1 increases the contract price from \$198,043.35 to \$222,333.35.

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. 1 with Asphalt Contractors and Site Work, Inc., in relation to Kanawha City 42nd Street Streetscape Enhancements, in the amount of \$ 24,290.00, as listed in Exhibit A, attached hereto. Change Order No. 1 increases the contract price from \$198,043.35 to \$222,333.35.

CITY OF CHARLESTON

Kanawha City 42nd Street Streetscape Enhancements September,
2016

CHANGE ORDER NO. 1

Date of Approval: May 15, 2017

Contractor: Asphalt Contractors & Site Work, Inc.

20 Dixon Dam Road
Lavalette, WV 25535

The Contract is changed as follows: Two gas lines were encountered, that have to be dug under, by hand, which were not marked by Miss Utility. 32 hours of additional labor will be required. The contractor is waiving the additional excavated material, although additional asphalt and stone will be required. There are parking areas with poor base material, so full depth stone and asphalt will be required in those areas which were unforeseen at the time bidding.

Description	Unit	Quantity	Cost	Total
Labor	HR	32	\$ 55.00	\$ 1,760.00
Separation Fabric	SY	250	\$ 1.75	\$ 437.50
8" Aggregate	TN	94	\$ 35.00	\$ 3,290.00
4.5" Base Asphalt	TN	54	\$ 150.00	\$ 8,100.00
Additional Surface Asphalt	TN	45	\$ 180.00	\$ 8,100.00
Subtotal				\$ 21,687.50
10% Mark Up				EA 1 \$ 2,168.75
2% B&O				EA 1 \$ 433.75
Total				\$ 24,290.00
Original Contract Price:				\$ 198,043.35
Total of this Change Order				\$ 24,290.00
Total of previously approved Change Orders				\$ 0.00
Contract Price with all Approved Change Orders:				\$ 222,333.35

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 907-17 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. 908-17 do pass.

Resolution No. 908-17 - A Resolution authorizing the City Manager or his designee to enter into an Agreement with the West Virginia Department of Transportation Division of Highways, attached as Exhibit A hereto, for the purpose of installation and maintenance of public art, continuing Gallery 64 installations on interstate piers within the Division of Highways' right-of-way at Randolph Street.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

That, the City Manager or his designee is hereby authorized to enter into an Agreement with the West Virginia Department of Transportation Division of Highways, for the purpose of installation and maintenance of public art, continuing Gallery 64 installations on interstate piers within the Division of Highways' right-of-way at Randolph Street.

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
AGREEMENT
MURALS ALONG I-64 BRIDGE PIERS AT RANDOLPH STREET
KANAWHA COUNTY**

THIS AGREEMENT, executed in duplicate, made and entered into this _____ day of _____, 20____, by and between the West Virginia Department of Transportation, Division of Highways, hereinafter called "Division", and the City of Charleston, a municipality, hereinafter called "City,"

WITNESSETH that,

WHEREAS, in accordance with City's "Gallery 64 Public Art Project," City desires to beautify Division's bridge piers beneath I-64 at Randolph Street, which are located within the City limits, by painting murals on those bridge piers; and

WHEREAS, Division considers it to be in the public interest to allow City to enter Division's property to paint the murals and to perform maintenance activities; and

WHEREAS, City has submitted to Division an application concerning the murals and City's request to implement such murals has been developed in conformance with Division's approved policy regarding art within Division's right-of-way;

NOW, THEREFORE, in consideration of the faithful performance of each party of the mutual covenants hereinafter set forth, Division and City agree as follows:

- I. City has submitted, and Division has approved, an application for installation of art within Division's right-of-way, and such application includes appropriate plans regarding murals that City desires to paint on Division's bridge piers beneath I-64 along each side of Randolph Street and any other work to be performed by City as part of this activity. Division has obtained Federal Highway Administration concurrence regarding the installation of the murals.
- II. The murals shall not include, illustrate or represent any material deemed by Division to be objectionable or offensive, nor shall murals contain any items deemed by Division to be of a political nature. No commercial advertising of any type may be placed on Division's property and murals shall comply with Division's outdoor advertising rules and regulations. In the event that the Division deems any mural objectionable, offensive or containing content that is political in nature, the mural shall be removed at City's expense.
- III. For as long as murals exist on Division's property, City shall continue oversight of vehicular and pedestrian traffic in the area of the murals for the purpose of identifying any impediment to vehicular and/or pedestrian traffic resulting from the placement of the murals. Upon request by the Division, the City shall provide pertinent comments and/or available information about vehicular and pedestrian traffic concerning the roadways adjacent to the murals that are not available to Division. City shall coordinate with Division for any other City proposals or plans pertinent to the area in which the murals are located.
- IV. After receipt of Division's written authorization to proceed, City shall be permitted to enter Division's property to paint the murals and perform other associated activities. All activities on Division's right of way must be first approved by Division. City shall bear the total cost of the project, including all materials, equipment, and labor. City shall secure all approvals and/or permits, if any, required by other governmental agencies for Project. City shall be responsible for any taxes or fees associated with the painting of the murals and associated activities.
- V. Division shall be notified of the construction schedule and shall have the right at all times to review the work. City's project shall conform to applicable OSHA regulations and shall be performed only between the hours 7:30 AM and 4:00 PM, and between the hours of 6:00 PM and 10:00 PM, Monday through Saturday, and shall commence no earlier than July 1, 2017, and shall be completed

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 908-17 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. 911-17 do pass.

Resolution No. 911-17 - Authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with eleven other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one year period starting July 1, 2017, and ending June 30, 2018.”

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

That the Mayor is hereby authorized and directed, upon review and approval of the final document by legal counsel for the City, to enter into a Memorandum of Understanding, consistent with Attachment A hereto, with eleven other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT) that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one year period starting July 1, 2017, and ending June 30, 2018.

MEMORANDUM OF UNDERSTANDING

The following agencies hereby enter into this Memorandum of Understanding (MOU) as of the date this MOU is signed by the agency's representative. The effective date of this MOU is July 1, 2017.

City of Charleston
City of St. Albans
City of Dunbar
City of Nitro
City of South Charleston
City of Hurricane
Putnam County Sheriff's Department
Kanawha County Sheriff's Department
West Virginia State Police
Federal Bureau of Alcohol, Tobacco, and Firearms
U. S. Attorney's Office for the Southern District of WV

PURPOSE: the purpose of this MOU is to memorialize the operating terms under which this task force, named the Metropolitan Drug Enforcement Network Team (MDENT), develop and enhance cooperation and information exchange between the parties to this MOU and to achieve maximum effective and efficient law enforcement efforts to address drug and violent crime related offenses in the Kanawha County, Putnam County, and Charleston, West Virginia, area.

DEFINITIONS: When used in this MOU, the following words shall be defined as:

1. AHIDTA—Appalachian High Intensity Drug Trafficking Act Program
2. Control Board – The oversight board for MDENT.
3. DCJS – The West Virginia Division of Criminal Justice Services

4. Employing agency – The law enforcement agency that hired, employs, and pays the applicable salary and benefits of the law enforcement officer assigned to MDENT.
5. Federal Agencies – The Federal Bureau of Investigations, the Drug Enforcement Agency and the Bureau of Alcohol, Tobacco and Firearms.
6. Grantee – The agency that prepares, submits, and oversees administration of funding applications on behalf of MDENT. For the purposes of this MOU the grantee is the City of Charleston.
7. Local Agencies – The City of Charleston, the City of Dunbar, the City of Nitro, the City of South Charleston, the City of St. Albans, the City of Hurricane, the Kanawha County Sheriff's Department, and the Putnam County Sheriff's Department.
8. MDENT – Metropolitan Drug Enforcement Network Team
9. MOU – Memorandum of Understanding
10. Operating Account – Monies maintained in an interest-bearing account by the grantee to be used to pay expenses incurred by MDENT in pursuit of its stated purpose. These monies come from funds lawfully secured as a result of forfeiture of money and property from drug related seizures and monies contributed to MDENT by other entities.
11. Participating agencies – All of the federal and local agencies that are parties to this MOU.
12. PCNEU – Putnam County Narcotics Enforcement Unit.
13. PCSD – Putnam County Sheriff's Department.
14. Policy Board – West Virginia Drug Policy and Violent Crime Control Policy Board.

The participating agencies agree to the following terms:

1. **FEDERAL JURISDICTION:** The authority and participation in any investigation under the terms of this MOU by the Federal Agencies shall be pursuant to, and limited by, the jurisdictional laws of each respective federal agency. Because of statutory and policy considerations, the assigned federal personnel will not investigate crimes outside of the jurisdiction of their respective agency. The Federal Agencies shall follow the appropriate policies and guidelines of their respective agencies. Federally initiated cases will follow appropriate guidelines of the lead federal agency concerning case management.

2. **LOCAL AGENCY REPRESENTATION:** The representative authorized to sign this MOU for each of the participating agencies will appoint one individual to serve as a member on the Control Board, which will be the agencies' chief law enforcement officer or his/her designee. That individual will act on behalf of and represent the designating agency's interests concerning the operation of MDENT. The Mayor of the grantee, or his designee, shall serve as the Chairperson of the Control Board. The Chairperson shall appoint the MDENT Commander.

3. **CONTROL BOARD:** The Control Board shall meet on a regular basis as set by the grantee in accordance with DCJS requirements. Five members present shall constitute a quorum of the Control Board. Each member of the Control Board, or his or her alternate, shall have one vote and, subject to the terms herein, general issues shall require a majority vote of members present. However, actions by MDENT on the following matters shall be decided by unanimous vote of voting members of the Control Board:

- a. Approval/disapproval of cases to be investigated by MDENT officers;
- b. Amount of and use of funds to be authorized for specific case investigations and operation of the unit;
- c. Key decisions critical to the management of case investigations;
- d. Acquisition of real or personal property, including equipment;
- e. Addition of law enforcement agencies as members of MDENT; and
- f. Approval of officers to be assigned to MDENT from participating agencies.

Federal agencies, in compliance with all applicable ethical and regulatory DOJ/Treasury guidelines, will abstain from voting on funding issues that conflict with their department's guidelines.

4. **ADMINISTRATION OF GRANT FUNDS; AGENCY RESOURCES:** Each of the participating agencies shall cooperate with the grantee concerning the administration of grant funds awarded from DCJS or other entities and in the overall operation of MDENT. Additionally, each participating agency will provide whatever resources are available to that agency, in the reasonable opinion of its Chief Law Enforcement Officer or designee, to specific cases as appropriate and as approved by the Control Board to facilitate efficient and effective investigation of same.

5. **AGENCY WITHDRAWAL FROM OR APPLICATION TO MOU:** Participation in the multi-agency investigative efforts of MDENT is voluntary. If a participating agency desires to withdraw from this MOU, written notification of such

withdrawal will be provided to each participating agency thirty days prior to withdrawal. Such withdrawal does not absolve the participating agency of any financial responsibilities incurred prior to the withdrawal. Additional agencies wishing to become members of MDENT may do so upon written application to and approval by the Control Board. Such new agencies must execute an addendum agreeing to the terms of the MOU in effect at the time of approval by the Control Board.

6. **COMPLIANCE WITH FEDERAL GUIDELINES:** Participating agencies agree to follow procedures relating to case management, reporting requirements, fiscal guidelines, and other appropriate policies as adopted by the Control Board and that are consistent with the Anti-Drug Abuse Act of 1986, subtitle K – State and Local Law Enforcement Assistance Act of 1986 and/or the Policy Board and DCJS.

7. **OWNERSHIP AND USE OF MDENT EQUIPMENT:** Equipment and other personal property purchased with Operating Account funds and utilized for fulfilling the purpose of MDENT will be retained by grantee after the requirements of all applicable DCJS grants have been satisfied or have expired. Grantee's retention of any such equipment or property will be made in accord with established policies and practices set by the Policy Board and the DCJS. It is further agreed that participating agencies may request use of this equipment and property, consistent with each agency's guidelines, at any future time so long as such request or use does not inconvenience or otherwise negatively impact grantee.

8. **REAL PROPERTY PURCHASED, OWNED, OR LEASED FOR THE USE AND BENEFIT OF MDENT:**

- a. If any real property is purchased by one of the participating agencies on behalf of MDENT to be used as office space or any other MDENT purpose, such purchase will be paid for with Operating Account funds.
- b. Any real property so purchased, donated, or leased for the use and benefit of MDENT as office space or other MDENT use, will be maintained with Operating Account funds. The Control Board shall have the oversight and responsibility of making the timely loan, lease, or other payments on the property, paying for all repairs and improvements, utilities, taxes, fees, insurance, and all other costs associated with the real property including any improvements thereto and/or appurtenances thereof. If at any time there are insufficient funds in the Operating Account for these expenses when due, such expenses will be shared by the participating local agencies in MDENT at the time such expenses are incurred. Each local agency will be responsible and liable for an amount equal to the amount of the shortfall divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of the shortfall.
- c. If any real property owned for the use and benefit of MDENT is sold, the proceeds shall either be used to secure other office space for MDENT or placed in the Operating Account.
- d. If at any time MDENT is dissolved, any real property owned for the use and benefit of MDENT shall be sold. The proceeds will be placed in the Operating Account and the funds will be handled as set forth in paragraph number ten (10) of this MOU.

9. **PUTNAM COUNTY OFFICE:** The Sheriff of Putnam County agrees to provide office space in the Putnam County area for the assigned PCNEU members of MDENT. All costs relating to the provision of that space and operation shall be either the responsibility of the PCSD or the PCNEU. Notwithstanding paragraph 8 herein, should the PCNEU be dissolved, any funds remaining in accounts that it oversees after all applicable financial responsibilities of the PCNEU have been met, shall be provided to the PCSD. Further, if there are insufficient funds in those accounts to cover the obligations of the PCNEU at the time it is dissolved, they will become the sole responsibility and liability of the PCSD.

10. **MDENT DISSOLUTION:** In the event that MDENT is dissolved, the Control Board will ensure that all applicable financial responsibilities of MDENT are paid from the Operating Account. Any remaining balance in the Operating Account after all financial responsibilities are met shall be distributed to the local agencies participating in MDENT at the time of its dissolution. If there are insufficient funds in the Operating Account to satisfy all financial responsibilities or liabilities, any remaining financial responsibilities and liabilities will be divided among these same local agencies. The formula for the distribution of assets or liabilities shall be the total applicable amount divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of dissolution.

11. **SALARY, BENEFIT, AND OVERTIME REIMBURSEMENT:**

- a. Reimbursement to local agencies for officers assigned to MDENT will be made for base salary and benefits as set by the Policy Board, but such reimbursement shall not exceed \$28,000. Unless specifically authorized by grant award, reimbursement will not be made for overtime earned by officers assigned to MDENT.
- b. Federal Agencies will not receive reimbursements, including any reimbursement for salary, benefits, or overtime.
- c. For overtime reimbursement for officers authorized by a grant award, each local agency will be limited to the

- d. Monies awarded for overtime reimbursement will be distributed upon submission of applicable documentation to the grantee in an amount not to exceed the limit set by the Policy Board.
- e. Any AHIDTA overtime funds awarded for compensation shall be reimbursed in accordance with the policies and guidelines of that program.

12. **FORFEITURES:** Forfeitures will be administratively processed by the grantee. Cash, either directly forfeited or secured by the sale of real or personal property, will be maintained in the Operating Account until spent for MDENT purposes or distributed to the local agencies consistent with this MOU. The following terms are applicable to such forfeitures and distributions:

- a. Forfeitures may be utilized as approved by the Control Board to meet MDENT's stated purpose.
- b. Forfeitures conveyed to local agencies through equitable sharing are to be utilized for law enforcement purposes only, consistent with federal and Policy Board forfeiture guidelines.
- c. The Policy Board sets a required minimum percentage of forfeited funds, less administrative costs, that must be used to cover the day-to-day operations of a drug task force during each grant award period. For the term of this MOU the Policy Board has MDENT's minimum percentage at forty (40) percent. The Policy Board also permits each drug task force to establish a percentage greater than the set minimum. As of January 1, 2003, the Control Board established a minimum of fifty (50) percent of all monies secured as a result of forfeitures, after administrative costs have been removed, be held in the Operating Account to be used for day-to-day operations, with the remaining fifty (50) percent to be distributed among the local agencies as consistent with Paragraph (12)(f.) of this MOU.
- d. Real or personal property forfeited to MDENT that cannot be directly used to meet the stated purpose of MDENT will either be sold by an "open bid" process or disposed of in a manner approved by the Control Board in accordance with established federal and Policy Board guidelines for such forfeitures. Any monies secured by the sale of such property will be distributed as set forth in paragraph twelve (12)(f) of this MOU.
- e. The participating Federal Agencies do not to receive any share of assets secured by direct forfeiture or by an "open bid" sale in most state and local cases. In any case where a Federal Agency elects to receive a share of the forfeiture, the Federal Agency will deduct its share from the total forfeiture and the remaining amount will be distributed to MDENT and the participating local agencies consistent with section 12(f) of this MOU.
- f. Forfeited funds shall be distributed as follows:
 - 1. 50% of all forfeited funds, after payment of any administrative costs, shall be deposited in the Operating Fund. The remaining amount will be distributed to each local agency participating at the time of the seizure by dividing the total applicable amount by the number of local agency officers assigned to MDENT at the time of the seizure multiplied by the number of officers each local agency has assigned at the time of the seizure, not including any officers assigned to the Interdiction Team.
 - 2. For seizures made by the Interdiction Team, 50% of all forfeited funds, after payment of any administrative costs, shall be deposited in the MDENT Operating Fund. The remaining amount will be distributed to each local agency which have officers assigned to the Interdiction Team at the time of the seizure by dividing the total applicable amount by the number of officers assigned to the Interdiction Team at the time of the seizure multiplied by the number of officers each local agency has assigned to the Interdiction Team at the time of the seizure.
 - 3. Additionally, during joint interdiction operations conducted between members of MDENT and the PCNEU members of MDENT, after payment of any administrative costs, 50% will be retained by MDENT and 50% will be shared with the PCNEU office of MDENT, regardless of the jurisdiction in which the seizure was conducted (Established at MDENT Board Meeting in May 2014). Of the MDENT share, 50% will be deposited in the MDENT Operating Fund, and the remaining amount will be distributed to each local agency consistent with the guidelines adopted by the Control Board at its December 2010, meeting.

13. **PROTOCOL FOR INTERACTION WITH THE NEWS MEDIA:**

- a. The Control Board shall set policy and procedures for media releases and/or press conferences.
- b. All media releases shall be made in the name of MDENT. Each release shall name all of the participating agencies.
- c. Unless special circumstances exist, individual MDENT officers will not be identified or photographed.

- d. No information about MDENT operations or individual investigations will be released to the media until approved by the official with applicable prosecutorial authority.
 - i. If jurisdiction involves a federal prosecution, the United States Attorney of the Southern District of West Virginia must approve any release of information to the media.
 - ii. If jurisdiction involves a state prosecution, the Prosecuting Attorney in the county where the case will be prosecuted must approve any release of information to the media.

14. REPLACEMENT/REMOVAL OF OFFICERS ASSIGNED TO MDENT:

- a. All employing agencies will allow officers assigned to MDENT to complete all material assignments prior to the officer's removal from, or replacement on, MDENT, unless conditions involving willful misconduct or other extenuating circumstances exist which would adversely affect MDENT operations and/or reputation if such removal is delayed.
- b. If any MDENT officer engages in misconduct, conduct unbecoming an officer, or any activity which requires an administrative investigation to determine the propriety of disciplinary action, the employing agency shall be solely responsible for any and all disciplinary action. The Task Force Commander shall immediately notify the Control Board members and the employing agency of any such behavior of which he or she becomes aware. Notwithstanding, the Control Board may remove any officer from MDENT upon reasonable belief that the officer engaged in misconduct, conduct unbecoming, or any other improper behavior or of activities. The employing agency shall be notified of any decision by the Control Board to remove an assigned officer and the employing agency may submit the name of a replacement officer for the Control Board's consideration and approval.

15. LIABILITY AND INSURANCE OBLIGATIONS:

- a. Each employing agency shall be solely responsible for the negligent acts, omissions, and/or wrongdoing of its officers, whether alleged or established, and for any and all claims of liability related thereto. As between the parties to this MOU, unless otherwise agreed in writing, each employing agency shall be solely responsible for defending against any claim against its officer, and for payment of any and all resulting fees, costs, or damages related thereto.
- b. Unless otherwise agreed in writing, no employing agency shall be responsible for defending against or paying for any civil liability arising out of negligent acts, omissions, and/or wrongdoing of officers or other personnel assigned to MDENT from another employing agency. For the purpose of this MOU, civil liability includes, but is not limited to, damages of any kind, attorney fees, and any and all costs and/or expenses incident to any civil lawsuit or administrative claim filed by any person, business, corporation, partnership organization, or government entity, or otherwise related to any administrative or judicial proceeding, finding, judgment, or settlement in compromise of any claim.
- c. The employing agencies to this MOU agree that each officer assigned to MDENT is solely an employee of his or her employing agency. The parties to this MOU further agree that each employing agency shall be solely responsible for providing workers compensation coverage and unemployment coverage to each and every officer assigned to MDENT by that employing agency.
- d. Each employing agency shall maintain liability insurance coverage in an amount of at least \$1,000,000 to satisfy the liability obligations herein related to claims arising from the alleged negligent acts, omissions, and/or wrongdoing of its officers/employees assigned to MDENT, and such insurance policy shall include coverage for damage to the assigned officer/employee's vehicle and claims resulting from the assigned officer/employee's operation thereof, regardless of which agency actually owns the vehicle. In other words, and by example only, each agency shall be responsible for insuring, defending against and paying every claim or civil liability arising out of the conduct of its officer/employee, regardless of where the incident giving rise to the claim or civil liability arose and regardless of who owned any vehicle or equipment involved. Provided: That the parties recognize that the Federal Tort Claims Act shall be applicable to all liability issues relating to the actions of the officers assigned to MDENT from federal agencies.

- e. As between the parties to this Agreement, the agency employing any officer/employee assigned to MDENT will be solely responsible for any damage to property caused by the intentional or other conduct by the employing agency's officer/employee which results in any denial of insurance coverage.

16. PARTICIPATING AGENCIES: Effective July 1, 2016, the Task Force was composed of 23 officers as follows:

7 from Charleston Police Department
2 from St. Albans Police Department
1 from Nitro Police Department
1 from Dunbar Police Department
2 from South Charleston Police Department
1 from Hurricane Police Department
3 from Kanawha County Sheriff's Department
3 from Putnam County Sheriff's Department
1 from West Virginia State Police
1 from the US Drug Enforcement Agency
1 from Homeland Security

These officers will work directly with the agents from the Charleston area offices of the participating Federal Agencies.

17. TERM: To be consistent with the funding cycle for funds obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2017, through June 30, 2018. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

18. This MOU supercedes any and all prior MOU's implemented and agreed to by the participating agencies.

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 911-17 adopted.

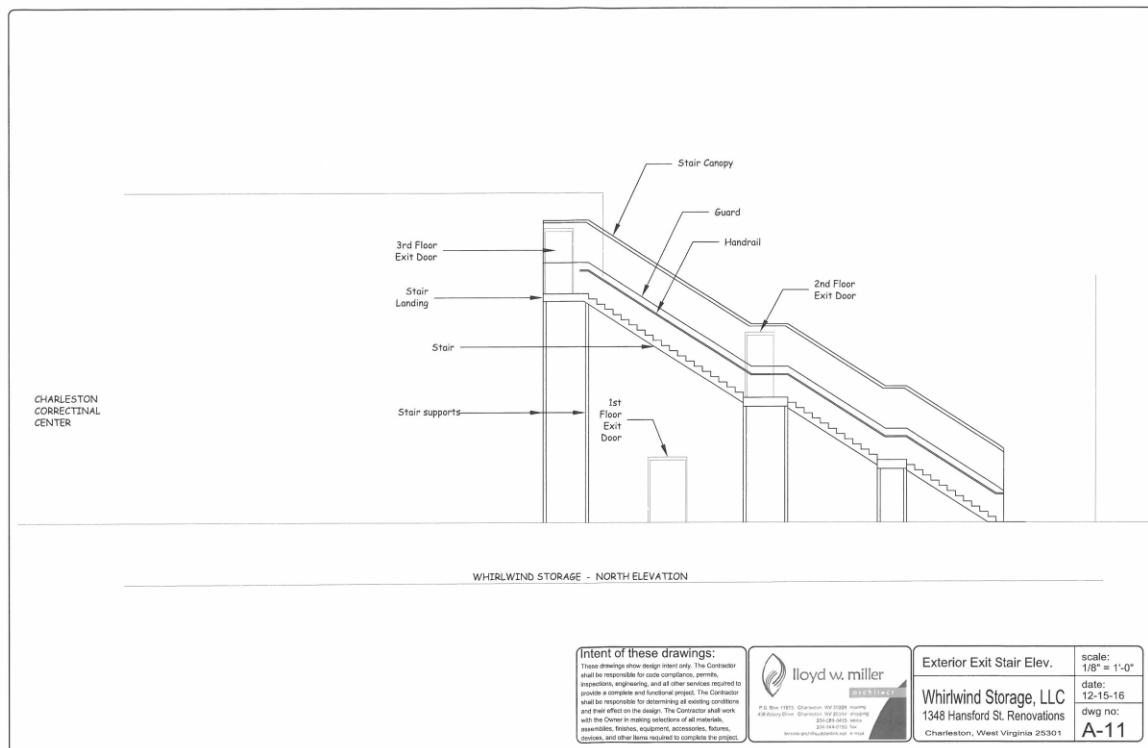
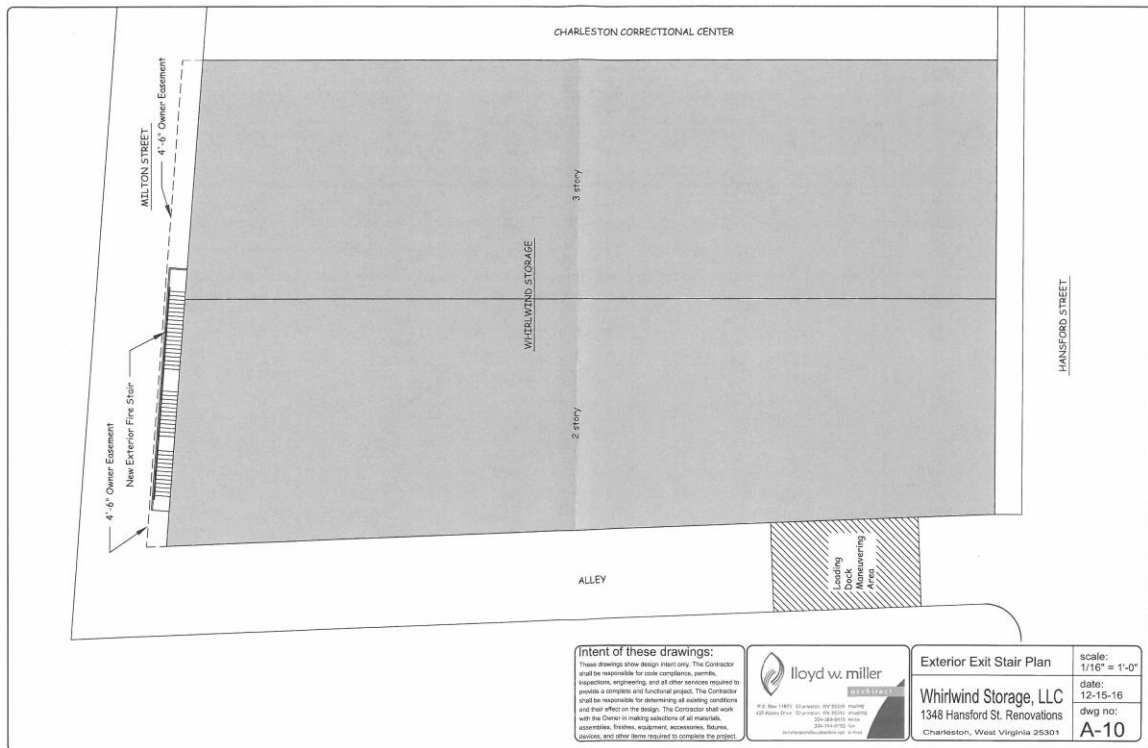
6. Your committee on Finance has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7732 do pass.

Bill No. 7732 – A Bill granting Whirlwind Storage, LLC (“Whirlwind Storage”), an Easement to construct an exterior fire escape on the back a building located at 1352 Hansford Street encroaching into the Milton Street right of way, generally in conformance with the design drawings attached as Exhibit A hereto, for the purpose of creating emergency egress in compliance with the Building Codes of the City of Charleston.

BE IT ORDAINED BY THE CITY COUNCIL OF CHARLESTON, WEST VIRGINIA

Subject to the minimum terms and conditions contained herein,

- (1) Whirlwind Storage, and its lessees, successors or assigns, are hereby granted an easement for the purpose of constructing, operating, maintaining, repairing and replacing a fire escape, generally in conformance with the design drawings which are attached hereto, incorporated herein, and made a part hereof. The easement is further defined to be 4 feet 6 inches and running the entire length of the rear of the building for approximately 107 feet more or less; and
- (2) Whirlwind Storage, its lessees, successors or assigns, shall indemnify, defend and save the City harmless from and against any damages to any person or property by reason of design construction, operation, maintenance, repair or replacement of the fire escape; and
- (3) Whirlwind Storage shall maintain general liability insurance in the minimum amount of \$1,000,000.00 and shall name City as an additional insured for purposes of the easement and the indemnity provisions specified in the easement agreement. All applicable policies shall provide primary coverage, shall reflect that Whirlwind Storage is responsible for any and all deductibles and shall otherwise be in such form and with such endorsements and riders as City shall specify; and
- (4) Should there become a compelling public need for the area granted in the easement, the Parties agree to cooperate in good faith to reach a resolution regarding removal, modification, or replacement of the fire escape without the necessity of condemnation proceedings; and
- (5) That upon review and approval by legal counsel for the City, and the City Engineer of the City of Charleston, the Mayor or City Manager of the City of Charleston are hereby authorized and directed to execute an Agreement and any other documents related hereto for the purpose of granting an easement for the purpose of emergency egress and conditioned upon Whirlwind Storage, and its lessees, successors or assigns, consistent with paragraphs 1, 2, 3, 4, and 5 of this ordinance, and the payment of the appraised value of One Thousand dollars and no cents (\$1000.00).



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

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

NAYS: NONE

ABSENT: Davis, Ireland, Steele, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7732 passed.

7. Your committee on Finance has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7747 do pass.

Bill No. 7747 – A BILL to amend Chapter 82, Article I, Section 82-4 of the Municipal Code of the City of Charleston increasing the rates for facility rental for the Charleston Civic Center and the Charleston Municipal Auditorium.

WHEREAS, the Civic Center/Auditorium Board voted on April 25, 2017, to adjust the rental rates at the Charleston Civic Center and the Municipal Auditorium by increasing some existing rates and by adding rates for new facilities associated with the ongoing Civic Center renovation and expansion project; and

WHEREAS, under the provisions of Chapter Eight, Article Sixteen, Section Eighteen of the Code of the State of West Virginia, this Council is required to enact an ordinance setting forth a schedule of fees for facilities in the Municipal Auditorium and the Charleston Civic Center;

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

That Chapter 82, Article I, Section 82-4 of the Municipal Code of the City of Charleston setting forth the rates for rentals of facilities at the Charleston Civic Center and the Charleston Municipal Auditorium is hereby amended by increasing some existing rates and by adding rates for new facilities associated with the ongoing Civic Center renovation and expansion project to read as follows:

Sec. 82-4. - Schedule of rates and rentals.

(a) The following schedule of rates and rentals shall apply for the use of the services and facilities of the municipal auditorium Municipal Auditorium and the civic center Civic Center, owned and operated by the city, including any additions, extensions or improvements is established:

(1) Municipal auditorium Auditorium (3,483 permanent seats):

a. Regular rate, per day or evening: for events occurring prior to July 1, 2017 . . . \$1,250.00 or 10 percent of gross admissions, after taxes, whichever is greater . . . \$1,250.00; for events occurring on or after July 1, 2017 . . . \$1,500.00 or 10 percent of gross admissions, after taxes, whichever is greater.

b. Regular rehearsal: for events occurring prior to July 1, 2017 . . . \$650.00; for rehearsals occurring on or after July 1, 2017 . . . \$800.00.

c. Cultural rate: for events occurring prior to July 1, 2017 . . . \$1,000.00; for events occurring on or after July 1, 2017 . . . \$1,200.00.

d. Cultural rehearsal: for events occurring prior to July 1, 2017 . . . \$550.00; for rehearsals occurring on or after July 1, 2017 . . . \$700.00.

e. Preceding rates for the Municipal Auditorium include only space, air conditioning and janitorial services.

f. Qualified technicians, approved by the center, are required for handling all lightings, sound and stage at the lessees cost.

g. In addition to the charges rates set forth above in this subsection (1), a capital improvement fee will be imposed upon the event ticket price as follows:

\$0.00—\$9.99 . . . \$0.00

\$10.00-\$19.99 . . . \$1.00

\$20.00-\$39.99 . . . \$1.50

\$40.00 and up . . . \$2.00

A fee of \$50.00 will be imposed for all full day rentals not qualifying under ticket fees.

h. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the municipal auditorium Municipal Auditorium. Such special fund to be established and maintained by the city.

(2) Coliseum (seats up to 13,500 concerts, 12,500 basketball):

a. Regular rental rate (all usage except those qualifying under b., or c., d., e., f., g., or h.), per day or evening: for events occurring prior to July 1, 2018 . . . \$4,500.00 or 12 percent of gross admissions, after taxes, whichever is greater; for events occurring on or after July 1, 2018 . . . \$5,000.00 or 12 percent of gross admissions, after taxes, whichever is greater.

b. Local charitable and cultural events as approved by the civic center-auditorium board, per day or evening: for events occurring prior to July 1, 2018 . . . \$2,500.00; for events occurring on or after July 1, 2018 . . . \$3000.00.

c. Local high school basketball games . . . 650.00 or 50 percent of the first \$1,500.00, whichever is greater plus ten percent of gross receipts after taxes over \$1,700.00

d. High school doubleheaders (team not of same school) . . . 750.00 or 50 percent of the first \$1,700.00, whichever is greater, plus ten percent of gross receipts after taxes over \$1,700.00

e. Junior varsity high school as a preliminary game . . . 100.00

f. Local college basketball games . . . 1,250.00 or ten percent of gross receipts, after taxes, whichever is greater

g. College preliminary games of same school . . . 250.00

h_c. Exhibit shows (using floor space): for shows occurring prior to July 1, 2018 . . . \$3,500.00;

for shows occurring on or after July 1, 2018 . . . \$3,950.00.

d. AllThe preceding rates for Coliseum are for space rentals and include heat, air conditioning, lights and janitorial services.

ie. In addition to the chargesrates set forth abovein this subsection (2), a capital improvement fee will be imposed upon the event ticket price as follows:

\$0.00-\$9.99 . . . \$0.00

\$10.00-\$19.99 . . . \$1.00

\$20.00-\$39.99 . . . \$1.50

\$40.00 and up . . . \$2.00

For rentals not qualifying under ticket fees . . . \$50.00

jf. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Civic Center. Such special fund to be established and maintained by the city.

(3) a. Meeting rooms coliseum:

Parlor A (1,469 sq. ft.): for events occurring prior to July 1, 2018 . . . \$275.00; for events occurring on or after July 1, 2018 . . . \$325.00.

Parlor B (1,320 sq. ft.): for events occurring prior to July 1, 2018 . . . \$275.00; for events occurring on or after July 1, 2018 . . . \$325.00.

Parlor C (1,320 sq. ft.): for events occurring prior to July 1, 2018 . . . \$275.00; for events occurring on or after July 1, 2018 . . . \$325.

Parlor D (2,700 sq. ft.): for events occurring prior to July 1, 2018 . . . \$300.00; for events occurring on or after July 1, 2018 . . . \$375.00.

Parlor E (870 sq. ft.) . . . 150.00

Parlors A-D Combined . . . \$1, 250.00.

b. Preceding rates onfor meeting rooms include heat, air conditioning, lights and janitorial services.

bc. In addition to the chargesrates set forth abovein this subsection (3), a capital improvement fee of \$5.00 will be imposed upon the rental rate. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Civic Center. Such special fund to be established and maintained by the city.

(4) Exhibition Hall:

a. Grand Hall (50,086 sq. ft.), daily rate.): for events occurring prior to July 1, 2018 . . . \$3,600.00 Ogr 12 percent of gross ticket sales after taxes whichever is greater; for events

occurring on or after July 1, 2018 . . . \$4,000.00 or 12 percent of gross ticket sales after taxes whichever is greater.

b. North or South Hall (19,285 sq ft.): for events occurring prior to July 1, 2018 . . . \$1,375.00 Oor 12 percent of gross ticket sales after taxes whichever is greater; for events occurring on or after July 1, 2018 . . . \$1,600.00 or 12 percent of gross ticket sales after taxes whichever is greater.

c. West Hall I or II (5,767 sq. ft.): for events occurring prior to July 1, 2018 . . . \$450.00 Oor 12 percent of gross ticket sales after taxes whichever is greater; for events occurring on or after July 1, 2018 . . . \$475.00 or 12 percent of gross ticket sales after taxes whichever is greater.

d. WV Rooms:

Room 103 (1,012 sq. ft.)100.00

Room 104 (2,534 sq ft.)165.00

Room 105 (3,120 sq. ft.)400.00

Room 103—105(6,666 sq. ft)650.00

ed. Conference rooms:

Room 202 (971 sq. ft.): for events occurring prior to July 1, 2018 . . . \$300.00; for events occurring on or after July 1, 2018 . . . \$325.00.

Room 203 (971 sq. ft.): for events occurring prior to July 1, 2018 . . . \$300.00; for events occurring on or after July 1, 2018 . . . \$325.00

Room 204 (971 sq. ft.): for events occurring prior to July 1, 2018 . . . \$300.00; for events occurring on or after July 1, 2018 . . . \$325.00

Room 205 (971 sq. ft.): for events occurring prior to July 1, 2018 . . . \$300.00; for events occurring on or after July 1, 2018 . . . \$325.00

Room~~s~~ 202-205 combined (3,884 sq. ft.): for events occurring prior to July 1, 2018 . . . \$1,000.00; for events occurring on or after July 1, 2018 . . . \$1,100.00

Room 206 (1,271 sq. ft.) . . . \$225.00

Room 207 (502 sq. ft.)100.00

Room 208 (502 sq. ft.)100.00

Room 209 (502 sq. ft.)100.00

Room 207—209 (1,506 sq. ft.)250.00

Room 210 (1,190 sq. ft.) . . . \$400.00

Room 211 (860 sq. ft.) . . . \$300.00

Room 212 (1,130 sq. ft.) . . . \$400.00

Room 213 (1,115 sq. ft.) . . . \$400.00

Room 214 (1,140 sq. ft.) . . . \$400.00

Room 215 (1,390 sq. ft.) . . . \$400.00

Room 216 (1,310 sq. ft.) . . . \$400.00

Room 217 (1,225 sq. ft.) . . . \$475.00

Rooms 212-214 combined (3,385 sq. ft.) . . . \$1,000.00

Rooms 215-217 combined (3,925 sq. ft.) . . . \$1,100.00

e. Ballroom:

1. Friday and Saturday rates:

Ballroom (25,000 sq. ft.) . . . \$15,000.00

Ballroom A (3,666 sq. ft.) . . . \$2,500.00

Ballroom B (3,666 sq. ft.) . . . \$2,500.00

Ballroom C (7,333 sq. ft.) . . . \$5,000.00

Ballroom D (3,666 sq. ft.) . . . \$2,500.00

Ballroom E (3,666 sq. ft.) . . . \$2,500.00

Ballroom A and B Combined (7,332 sq. ft.) . . . \$5,000.00

Ballroom D and E Combined (7,332 sq. ft.) . . . \$5,000.00

2. Sunday through Thursday rates:

Ballroom (25,000 sq. ft.) . . . \$12,000.00

Ballroom A (3,666 sq. ft.) . . . \$2,000.00

Ballroom B (3,666 sq. ft.) . . . \$2,000.00

Ballroom C (7,333 sq. ft.) . . . \$4,000.00

Ballroom D (3,666 sq. ft.) . . . \$2,000.00

Ballroom E (3,666 sq. ft.) . . . \$2,000.00

Ballroom A and B Combined (7,332 sq. ft.) . . . \$4,000.00

Ballroom D and E Combined (7,332 sq. ft.) . . . \$4,000.00

f. AllThe preceding rates for exhibition halls, conference rooms, and ballrooms are for space rentals and include heat, air conditioning, lights and janitorial services.

fg. In addition to the chargesrates set forth abovein this subsection (3), a capital improvement fee in accordance with the following schedule will be imposed upon the rental rate:

Coliseum (for rental not qualifying under ticket fees) . . . \$50.00

Grand Hall . . . \$50.00

North or South Hall . . . \$25.00

West Halls I or II, each . . . \$25.00

West Virginia rooms, each5.00

Conference rooms, each5.00

West Halls I or II, each25.00

Ballroom A-E, combined . . . \$100.00

Ballroom A-E, each . . . \$25.00

Conference Rooms, each . . . \$5.00

gh. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Civic Center. Such special fund to be

established and maintained by the city.

(5) Civic theater (738 permanent seats):

a. Regular rate, per day or evening: for events occurring prior to July 1, 2018 . . . \$675.00 or ten percent gross admissions, after taxes, whichever is greater; for events occurring on or after July 1, 2018 . . . \$750.00 or ten percent of gross admissions, after taxes, whichever is greater.....675.00

b. Regular rehearsal: for rehearsals occurring prior to July 1, 2018 . . . \$350.00; for rehearsals occurring on or after July 1, 2018 . . . \$400.00.

c. Cultural rate: for events occurring prior to July 1, 2018 . . . \$400.00; for events occurring on or after July 1, 2018 . . . \$500.00.

d. Cultural rehearsal: for rehearsals occurring prior to July 1, 2018 . . . \$150.00; for rehearsals occurring on or after July 1, 2018 . . . \$200.00.

e. Meeting rate, (less than four consecutive hours, no access to stage.): for meetings occurring prior to July 1, 2018 . . . \$450.00; for meetings occurring on or after July 1, 2018 . . . \$500.00.

f. AboveThe preceding rates for the Civic Theater include only space, heating, air conditioning and janitorial services.

g. Qualified technicians, approved by the center, are required for handling all lighting, sound and staging at the lessees cost.

h. In addition to the chargesrates set forth abovein this subsection (5), a capital improvement fee of \$25.00 will be imposed upon the rental rate for the full rental or cultural performances only. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Civic Center. Such special fund to be established and maintained by the city.

(b) The fees used to establish the capital improvement funds for the Charleston Civil Civic Center (CCC) and the municipal auditoriumMunicipal Auditorium (MA) are to be used to fund CCC and MA building improvements and renovations, repairs andor replacements of equipment or mechanical systems that are not normally provided in regularstandard operatingon budgets. Items costing less than \$15,000.00 will be funded from ordinarystandard operating budgets unless they are unexpected. The capital improvement funds are not intended to be used to fund ordinary maintenance and repairs. The capital improvement funds are not considered to be in

lieu of ordinary maintenance and capital improvements items traditionallyhistorically included in the CCC and MA budgets.

(c) Special arrangements and exceptional conditions, which call for a different fee or rate to be charged than what is specified in this ordinance, canmay be negotiated by the manager subject to board approval.

(d) All other rates, fees, rentals and other charges incidental to the operation of said the CCC and MA facilities shall be set and approved by the cCivic cCenter-aAuditorium bBoard, pursuant to the provisions of [section 2-553](#) of the Code of the City of Charleston.

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

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

NAYS: NONE

ABSENT: Davis, Ireland, Steele, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7747 passed.

REPORTS OF OFFICERS

1. Municipal Court Report to City Council Month Ending May 2017.
Received and Filed.
2. Report of the City of Charleston Payroll Variance Analysis;
May 2017.
Received and Filed.
3. City of Charleston, WV – Financial Statements, for the ten-month period ending April 30, 2017.
Received and Filed.

NEW BILLS

1. Introduced by Councilmember Mary Beth Hoover on June 5, 2017:
Bill No. 7748 – A Bill to establish a handicapped parking zone at 209 Morris Street on Quarrier Street from a point 30 feet west of Morris Street to a point 102 feet west of Morris Street.
Refer to Streets and Traffic Committee.
2. Introduced by Councilmember Susie Salisbury on June 5, 2017:
Bill No. 7749 – A Bill to establish a 20 MPH Speed Limit on Belmont Street from Churchill Drive to dead end of Belmont Street.
Refer to Streets and Traffic Committee.
3. Introduced by Councilmember Cubert Smith on June 5, 2017:
Bill No. 7750 – A Bill to establish a 15 Minute parking zone on the west side of Summers Street between Washington Street East and Donnally Street from a point 30 feet north of Washington Street East to a point 132 feet North of Washington Street East
Refer to Streets and Traffic Committee.

ADJOURNMENT

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

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

NAYS: NONE

ABSENT: Davis, Ireland, Steele, Ware

At 7:15 p.m., by a motion from Councilmember Harrison, Council adjourned until Monday, June 19, 2017, at 7:00 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

JB Akers, City Clerk