



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

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Monday, November 20, 2017

at 7:00 P.M.

Council Chamber – City Hall – Charleston, West Virginia

OFFICIAL RECORD

**Danny Jones
Mayor**

**JB Akers
City Clerk**

CALL TO ORDER

The Council met in the Chambers of the City Building at 7:00 P.M., for the second meeting in the month of November on the 20th day, in the year 2017, and was called to order by the Honorable Mayor, Danny Jones. The invocation was delivered by Councilmember Harrison and the Pledge of Allegiance was led by Sylvia Pierson. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

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

With twenty-four 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 Paul Bachwitt, 4 Kori Road, Charleston, WV;
Alleges damage to vehicle.
Refer to City Solicitor.
2. A claim of Brian Collins, 207 32nd Street, Charleston, WV;
Alleges damage to vehicle.
Refer to City Solicitor
3. A claim of Melissa McComas, 1717 Rolling Hills Road, Charleston, WV;
Alleges damage to property.
Refer to City Solicitor.

PROCLAMATIONS

1.

EXECUTIVE DEPARTMENT

CITY OF CHARLESTON

PROCLAMATION

By the Mayor

WHEREAS: The City of Charleston celebrates our local small businesses and the contributions they make to our local economy and community, according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years; and

WHEREAS: Small businesses employ 48 percent of the employees in the private sector in the United States; and

WHEREAS: On the average, 33 percent of consumers’ holiday shopping will be done at a small, independently-owned retailers and restaurants

WHEREAS: 91 percent of consumers believe that supporting small, independently-owned restaurants and bars is important; and

WHEREAS: 76 percent of all consumers plan to go to one or more small businesses as part of their holiday shopping and the City of Charleston supports our local businesses that create jobs and boost our local economy and preserve our neighborhoods; and

WHEREAS: Advocacy groups and public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE, I, Danny Jones, Mayor of the City of Charleston, do hereby proclaim the 25th day of November, 2017, as

SMALL BUSINESS SATURDAY

in Charleston, West Virginia, and urge the residents of our community, and communities across the country to support small businesses and merchants on Small Business Saturday – and throughout the year.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 9th day of November 2017.

DANNY JONES, MAYOR

The Proclamation was given to several local, small businesses.

COMMUNICATIONS

1.

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

**FROM: DANNY JONES
MAYOR**

RE: CHARLESTON URBAN RENEWAL AUTHORITY

DATE: NOVEMBER 20, 2017

I recommend that Paula Flaherty, 1122 Highland Road, Charleston, WV 25302, be appointed to the Charleston Urban Renewal Authority, with an initial term to expire March 3, 2020. She's replacing Karen Haddad.

I respectfully request City Council's approval of this recommendation.

DJ/dmp

Councilmember Harrison moved to approve the appointment. Councilmember Lane seconded that motion. By unanimous vote, the appointment was confirmed.

REPORTS OF COMMITTEES

COMMITTEE ON ORDINANCE AND RULES

Councilmember Harrison, Chair of the Council Committee on Ordinance and Rules, submitted the following reports:

1. Your committee on Ordinance and Rules has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7768 do pass.

Bill No. 7768 - An Ordinance to amend and reenact Chapter 38, Article II, Division 3, Section 38-126 of the Code of the City of Charleston expanding the organizations for which community service may be served.

Now, therefore, be it ordained by the City Council of the City of Charleston,

That Chapter 38, Article II, Division 3, Section 38-126 of the Code of the City of Charleston, is hereby amended and reenacted to read as follows:

Chapter 38, Article II
Division 3

Sec. 38-126. – Community service work may be substituted in lieu of incarceration or a fine in municipal court.

(a) Notwithstanding any provision of this Code to the contrary, the municipal judge may substitute in lieu of the imposition of a sentence of incarceration or imposition of a fine community service work for such incarceration or fine. Where community service work is ordered as a substitute for a sentence of incarceration, an eight-hour work day shall extinguish one day of any sentence of incarceration. Where community service work is ordered as a substitute for a fine, the prevailing federal minimum wage in effect at the time of sentencing shall be used to compute the hours of community service work necessary to extinguish the fine. In the discretion of the court, the sentence credits may run concurrently or consecutively.

(b) If approved by the court, any community service ordered pursuant to the provisions of this section shall be performed for in the City of Charleston, and may be performed for the City of Charleston or for any other public entity or non-profit organization providing services that benefit the public and the City of Charleston.

(c) Persons sentenced under the provisions of this section remain under the jurisdiction of the municipal court. The court may withdraw the community service sentence at any time, with or without notice, and order a person previously sentenced to community service to serve the term of incarceration or to pay the fine available to the court upon the person's conviction: Provided, that any community service work performed before the community service sentence is withdrawn shall be credited against any term of incarceration or fine imposed.

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

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

NAYS: NONE

ABSENT: Minardi, Smith, Steele

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7768 passed.

COMMITTEE ON PARKING

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

1. Your committee on Parking has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 986-17 do pass.

Resolution No. 986-17 - Authorizing “Citizen Appreciation Parking” for November 25th, December 2nd, December 9th, December 16th, and December 23rd 2017. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all City-operated facilities (excluding Municipal Parking Building No. 2—Cinema), and all metered on-street parking spaces. The parking revenue losses will amount to approximately \$2,000 per Saturday.

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

That “Citizen Appreciation Parking” for November 25th, December 2nd, December 9th, December 16th, and December 23rd 2017. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all City-operated facilities (excluding Municipal Parking Building No. 2—Cinema), and all metered on-street parking spaces. The parking revenue losses will amount to approximately \$2,000 per Saturday.

Will be voted on under Finance.

COMMITTEE ON PLANNING

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

1. Your committee on Planning has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7762 do pass.

Bill No. 7762 - Amending the Zoning Ordinance of the City of Charleston, West Virginia, adopted January 1, 2006, as amended, by allowing “Swimming Pool – Community” as a conditional use permit in the R-2 Single Family Residential District.

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. 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	CB-D	UC-D	P-M	I-2	I-4	PU-D	SUP-P.
<i>Swimming Pool - Community</i>	<u>C</u>	C	C	C	C	C											42

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

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

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

NAYS: NONE

ABSENT: Minardi, Smith, Steele

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7762 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. 985-17 do pass.

Resolution No. 985-17 - Authorizing the Finance Director to amend the FY 2017- 2018 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 2017- 2018 General Fund budget as indicated on the attached list of accounts.

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

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

NAYS: Ware

ABSENT: Minardi, Smith, Steele

With a majority of members elected recorded thereon as voting in the affirmative, with one Nay, the Mayor declared Resolution No. 985-17 adopted.

**General Fund FY 2017-2018 Budget Amendment No. 4 - November 20, 2017
(Budgeting the FY2017 Ending Fund Balance)**

Account No.	Department	Amount
001 409 01 000 3 341	Mayor's Office	Material & Supplies 4,066
001 409 00 000 5 568	Mayor's Office	Contributions 93,800
001 412 00 000 2 223	City Manager	Professional Services 1,358,109
001 417 00 000 2 229	Legal	Court Costs & Damages 41,977
001 429 00 000 1 103	Compensation Initiative	Wages & Salaries 388,307
001 429 00 000 1 104	" "	FICA 39,942
001 429 00 000 1 106	" "	Retirement 66,233
001 700 00 000 2 239	Police	Fine Supported Training 9,936
001 975 00 412 4 458	City Manager	Capital Outlay-Maj. Improvements 1,758,417
001 976 00 706 4 459	Fire	Capital Outlay-Equipment 18,930
001 979 00 900 4 458	Parks & Recreation	Capital Outlay-Maj. Improvements 456,318
001 297 0	Assigned Fund Balance	(4,236,035)

Manual Encumbrances - To adjust the proper accounts in the FY 2017-2018 Municipal Budget for those amounts included in a "Reserve for Encumbrances" as stated on the Financial Statements for the Fiscal Year Ended June 30, 2017. This is in compliance

Account No.	Department	Amount
001 305 01 0000	Revenues	B & O Tax - Current Year 419,830
001 976 00 706 4 459	Fire	Capital Outlay-Equipment 78,098
001 297 0	Assigned Fund Balance	(497,928)

Restricted Fund Balances - To recognize funds restricted for Ball Park Bond Debt Service and various Lease Purchase acquisitions from the FY2017 escrow account.

Account No.	Department	Amount
001 305 01 0000	Revenues	B & O Tax - Current Year 577,358
001 297 0	Non-Spendable Fund Balance	(577,358)

Nonspendable Fund Balances - To recognize nonspendable fund balances for Prepaid Insurance per GASB 54.

Account No.	Department	Amount
001 417 00 000 2 229	Legal	Court Costs & Damages 500,000
001 436 00 000 1 103	Building Commission	Wages & Salaries 1,612
001 436 00 000 1 104	" "	FICA 123
001 436 00 000 1 106	" "	PERS Retirement Contribution 177
001 439 00 000 1 103	Information Systems	Wages & Salaries 133,295
001 439 00 000 1 104	" "	FICA 10,197
001 439 00 000 1 105	" "	Medical & Life Insurance 21,540
001 439 00 000 1 106	" "	PERS Retirement Contribution 14,662
001 439 00 000 1 111	" "	Dental/Optical Insurance 1,172
001 439 00 000 1 112	" "	Insurance - Employee Contribution (5,331)
001 439 00 000 2 226	" "	Insurance - WC and UC 2,611
001 439 00 000 2 211	" "	Telephone 150,000
001 439 00 000 2 221	" "	Training 15,000
001 439 00 000 2 223	" "	Professional Services 80,000
001 439 00 000 2 230	" "	Contract Services 210,000
001 439 00 000 3 341	" "	Material & Supplies 15,000
001 439 00 000 3 353	" "	Computer Software 206,000
001 706 00 000 3 345	Fire	Uniforms & Equipment 60,000
001 410 00 000 1 105	City Council	Medical & Life Insurance 168,000
001 440 93 000 1 105	Retirees - Regular	Medical & Life Insurance 718,000
001 706 93 000 1 105	Retirees - Fire	Medical & Life Insurance 2,579,000
001 750 00 000 1 105	Street	Medical & Life Insurance 171,000
001 754 00 000 1 105	Equipment Maintenance	Medical & Life Insurance 52,000
001 800 00 000 1 103	Refuse	Medical & Life Insurance 143,611
001 297 0	Unassigned Fund Balance	(5,247,671)

Unassigned Fund Balance - To allocate the unassigned balance.

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia

2. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 986-17 do pass.

Resolution No. 986-17 - Authorizing “Citizen Appreciation Parking” for November 25th, December 2nd, December 9th, December 16th, and December 23rd 2017. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all City-operated facilities (excluding Municipal Parking Building No. 2—Cinema), and all metered on-street parking spaces. The parking revenue losses will amount to approximately \$2,000 per Saturday.

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

That “Citizen Appreciation Parking” for November 25th, December 2nd, December 9th, December 16th, and December 23rd 2017. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all City-operated facilities (excluding Municipal Parking Building No. 2—Cinema), and all metered on-street parking spaces. The parking revenue losses will amount to approximately \$2,000 per Saturday.

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 986-17 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. 987-17 do pass.

Resolution No. 987-17 - Accepting the report of the City Manager, Resolution No. 978-17 approved by City Council on November 6, 2017, with respect to an agreement with Petroleum Traders for purchase of E10 Gasoline and ULS Diesel fuel through a bid received by the Kanawha Valley Regional Transportation Authority on November 15, which stipulated the bid be accepted within a 24-hour period. The Agreement set the price for a two-year period as follows:

Unleaded Gasoline E10

Year 1 – (11/24/17 – 11/24/18) plus or minus 234,000 gallons at \$1.8560 per gallon;

Year 2 – (11/24/18 – 11/24/19) plus or minus 234,000 gallons at \$1.7535 per gallon.

Ultra-Low Sulfur Diesel

Year 1 – (11/24/17 – 11/24/18) plus or minus 162,000 gallons at \$2.0098 per gallon;

Year 2 – (11/24/18 – 11/24/19) plus or minus 162,000 gallons at \$1.9709 per gallon.

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

That City Council hereby authorizes the City Manager to accept the report of the City Manager, Resolution No. 978-17 approved by City Council on November 6, 2017, with respect to an agreement with Petroleum Traders for purchase of E10 Gasoline and ULS Diesel fuel through a bid received by the Kanawha Valley Regional Transportation Authority on November 15, which stipulated the bid be accepted within a 24-hour period. The Agreement set the price for a two-year period as follows:

Unleaded Gasoline E10

Year 1 – (11/24/17 – 11/24/18) plus or minus 234,000 gallons at \$1.8560 per gallon;

Year 2 – (11/24/18 – 11/24/19) plus or minus 234,000 gallons at \$1.7535 per gallon.

Ultra-Low Sulfur Diesel

Year 1 – (11/24/17 – 11/24/18) plus or minus 162,000 gallons at \$2.0098 per gallon;

Year 2 – (11/24/18 – 11/24/19) plus or minus 162,000 gallons at \$1.9709 per gallon.

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 987-17 adopted.

KRT2017
 FUEL BID
 Bid Opening November 15, 2017
 RECOMMENDATION & AWARD
Ultra Low Sulfur Diesel

City of Charleston expiring Firm Fixed price contract for Diesel \$1.777

Petroleum Traders

Price	Gallons	Cost		
 2 Year Average Cost Per Gallon				
			\$	1.9904
Year one		\$ 2.0098	162,000	\$ 325,587.60
Year two		\$ 1.9709	162,000	\$ 319,285.80
			324,000	\$ 644,873.40

E10 Gasoline

City of Charleston expiring Firm Fixed Contract price was for E10 Gasoline - \$1.5653

2 Year Average

<u>Petroleum Traders</u>	Price	Gallons	Cost	
 <i>Cost Per Gallon</i>				
				\$ 1.8048
Year one		\$ 1.8560	234,000	\$ 434,304.00
Year two		\$ 1.7535	234,000	\$ 410,319.00
			468,000	\$ 844,623.00
			792,000	1,489,496

Recommendation:

Award two year firm fixed contract to Petroleum Traders for E10 gasoline and diesel

4. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 988-17 do pass.

Resolution No. 988-17 - Authorizing the City Manager to enter into an agreement with West Virginia Radio Corporation in the amount of \$ 5,000 promote the “Buy Charleston” shop local radio campaign attached hereto as Exhibit A. This radio campaign will air on 5 radio stations during the holiday season beginning Friday, November 24th.

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

That the City Manager is hereby authorized and directed to enter into an agreement with West Virginia Radio Corporation in the amount of \$ 5,000 promote the “Buy Charleston” shop local radio campaign attached hereto as Exhibit A. This radio campaign will air on 5 radio stations during the holiday season beginning Friday, November 24th.

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

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

NAYS: NONE

ABSTAIN: Mayor Jones

ABSENT: Minardi, Smith, Steele

With a majority of members elected recorded thereon as voting in the affirmative, with one abstention, the Mayor declared Resolution No. 988-17 adopted.

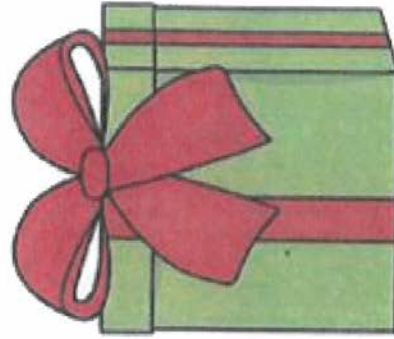
Exhibit A



The City of Charleston "Shop Local" radio campaign will air on 5 radio stations during the holiday season beginning Black Friday, November 24th.

- 59 thirty-second commercials to air Monday-Friday, 6am-12midnight on WCHS AM & FM, and ESPN Radio AM & FM. *(cost per spot \$25.32)*
- 64 thirty-second commercials to air Monday-Friday, 6am-12midnight on V100 FM. *(cost per spot \$25.86)*
- 67 thirty-second commercials to air Monday-Friday, 6am-12midnight on 96.1 KWS Superstar Country. *(cost per spot \$27.23)*

Total investment only \$5,000



Client signature

date

5. Your committee on Finance has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7766 do pass.

Bill No. 7766 - An Ordinance authorizing the Mayor to enter into an Agreement between the Kanawha County Emergency Ambulance Authority and the City of Charleston (attached as Exhibit A hereto), for allocation of authorized special levies and other matters incidental thereto for fiscal years beginning July 1, 2019, 2020, 2021, and 2022;

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

That the Mayor is hereby authorized to enter into an Agreement between the Kanawha County Emergency Ambulance Authority and the City of Charleston, subject to the approval of legal counsel for the City, for allocation of authorized special levies and other matters incidental thereto for fiscal years beginning July 1, 2019, 2020, 2021, and 2022.

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

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

NAYS: NONE

ABSENT: Minardi, Smith, Steele

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7766 passed.

AGREEMENT

This AGREEMENT, made this the ____ day of _____, 2017, is by and between KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY, (hereinafter referred to as "KCEAA" or the "AUTHORITY") a public corporation, and THE CITY OF CHARLESTON, a municipal corporation, (hereinafter referred to as "CITY"); and the Kanawha County Sheriff's Tax Office, as a signatory hereto solely for acknowledging the obligation of remitting the monthly distribution payments contemplated by this agreement, (hereinafter referred to as "SHERIFF").

RECITALS

WHEREAS, by Agreement dated the 1st day of September, 1991, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1, 1992, 1993, and 1994; and,
WHEREAS, by Agreement dated the 12th day of October, 1994, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1, 1995, 1996, and 1997; and
WHEREAS, by Agreement dated the 1st day of July, 1997, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1, 1998, 1999, and 2000; and
WHEREAS, by Agreement dated the 1st day of July, 2000, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1, 2001, 2002, and 2003; and
WHEREAS, by Agreement dated the 24th day of July, 2004, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1, 2004, 2005, and 2006; and
WHEREAS, by Agreement dated the 1st day of July, 2007, the Authority and the City agreed to the sharing of funds received for fiscal years beginning July 1, 2007, 2008, 2009, and 2010; and
WHEREAS, the parties wish to memorialize the sharing of funds received for fiscal years beginning July 1, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018 under the terms and conditions of the 2 July 1, 2007, Agreement; and
WHEREAS, the parties agree to a sharing of the authorized levies for the fiscal years beginning July 1, 2019, 2020, 2021, and 2022; and
WHEREAS, the parties have authority pursuant to West Virginia Code Section 8-12-1; West Virginia Code Section 8-12-5; and West Virginia Code Section 7-15-10 to enter into this contract; and
WHEREAS, the purpose of this agreement is to provide the City with THREE MILLION DOLLARS (\$3,000,000.00) from the levy proceeds received by the Authority in each year of this agreement in exchange for the provision of ambulance services within the City of Charleston by the City. It is expressly understood by the parties that in the event there are no levy proceeds, then this agreement is null and void; and
WHEREAS, any property, personal or real, purchased by the City with the proceeds from the levy will be owned completely by the City of Charleston. It is understood that the Authority will have no legal interest, right or ownership in such property; and
WHEREAS, the parties hereto desire to agree to the allocation of this ambulance levy for the fiscal years beginning July 1, 2019, 2020, 2021, and 2022; as authorized by the levy question submitted to the voters at the Primary Election to be held in Kanawha County on Tuesday, the 8th day of May, 2018;
WHEREAS, the parties agree to fully support and encourage passage of the Public Safety Levy;

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants, recitals, and conditions contained herein, the parties agree as follows:

1. Payment to City. In return for emergency ambulance service to be provided by the City, the Authority agrees to pay to the City THREE MILLION DOLLARS (\$3,000,000.00) per year from the levy proceeds which are received by the Authority for fiscal years beginning July 1 2019, 2020, 2021, and 2022. Beginning July 2019 and continuing through June 2022, the Sheriff of Kanawha County shall remit to the City on a monthly basis a fixed percentage distribution of the annual sum of Three Million Dollars (\$3,000,000.00) consistent with the percentages and amounts set forth in the payment schedule attached as Exhibit 1 hereto. Payments are to be directed to the Treasurer of the City of Charleston, Charleston City Hall, Charleston, West Virginia.
2. Special Levy Election Costs. In the event the Public Safety Levy fails to pass at a regularly scheduled election and it becomes necessary or appropriate to hold a special election for the purpose of seeking passage of the Public Safety Levy, the City and the Authority agree to meet and discuss in good faith the scheduling of a special election and the sharing of costs and expenses related to said special election.

3. Authority's Billing & Collection Services. The parties hereto agree, consistent with the terms herein, that the Authority will act as the billing and collections agent for the City and that the City will reimburse the Authority the sum of One Hundred Twenty-Two Thousand Eight Hundred Eighty-Two Dollars (\$122,882.00) per year, for fiscal years beginning July 1 2019, 2020, 2021, and 2022, for the provision of such billing and collection services. The payments of such fee under this provision shall, upon receipt of a monthly invoice to be provided by the Authority, be remitted by the City to the Authority on a monthly basis in installments of Ten Thousand Two Hundred Forty Dollars and Seventeen Cents (\$10,240.17) on or before the 25th day of each month in which the City has received the payment required to be remitted to the City pursuant to paragraph 1 of this Agreement. 4

4. City's Exclusive Use of Levy Proceeds. Upon receipt of said funds as enumerated hereinabove by the City of Charleston, said funds shall be exclusively obligated and used by the City to provide emergency ambulance services and for no other reasons. Any said funds received by the City from the Authority not exclusively used by the City for the provision of emergency ambulance services during any fiscal year which is the subject of this Agreement may be subject to return to the Authority.

5. Quality of Service: Mutual Aid. The City agrees to continue to equip, maintain and operate emergency ambulance services at a standard of operation which continues to equal or exceed the quality of service provided by the Authority. Further, the City agrees to render all possible aid or assistance in any major disaster within the surrounding areas and to enter into mutual aid agreements when necessary to provide emergency medical services on a reciprocal basis contingent upon the resource capabilities at such time as assistance is requested by either of the agreeing parties.

6. Parties' Relationship. The Authority and City intend that the relationship between them created hereunder is that of a purchaser - independent contractor. No agent or employee of the City shall hold themselves out as or claim to be an agent or employee of the Authority nor shall any agent or employee of the Authority hold themselves out or claim to be an agent or employee of the City. None of the benefits provided by the Authority to its employees are available from the Authority to agents or employees of the City nor shall any benefits provided by the City to its employees be available from the City to the agents or employees of the Authority. The City shall be solely and entirely responsible for its acts and the acts of its agents and employees during the performance of this Agreement. The Authority shall be solely and entirely responsible for its acts 5 and the acts of its agents and employees during the performance of this Agreement. The City shall have the sole control over the manner and means of performing the services provided by this Agreement and the City shall perform such services according to its own means and administrative methods. The City shall direct the performance of all its employees and agents.

7. Labor, Materials & Equipment. The City shall furnish, at its own expense, all labor, materials, supplies, storage, areas and other items necessary to carry out the terms of this Agreement. With regard to the billing and collection obligations under this Agreement, the Authority shall furnish, for the amounts to be paid as stated herein, all labor, materials, supplies and other items necessary to carry out the terms of this Agreement.

8. Scope of City Liability. The City shall assume all risks incident to and in connection with its provision of emergency ambulance services and shall be solely responsible for any and all acts or omissions of City agents and employees related in any way to the provision of emergency ambulance services by the City. The City agrees to maintain general liability insurance coverage in the minimum amount of one million dollars (\$1,000,000.00), which may include a self-insured retention, and to purchase and maintain all such other kinds of insurance and minimum amounts required by law. The City agrees to provide the Authority with certificates evidencing the required coverage upon written request.

9. Scope of Authority Liability. The Authority shall assume all risks incident to and in connection with its provision of emergency ambulance services and its provision of billing and collection services and shall be solely responsible for any and all acts or omissions of Authority agents and employees related in any way to the provision of emergency ambulance services and the provision of billing and collection services by the Authority. The Authority agrees to maintain 6 general liability insurance coverage in the minimum amount of one million dollars (\$1,000,000 .00), which may include a self-insured retention, and to purchase and maintain all such other kinds of insurance and minimum amounts required by law. The Authority agrees to provide the City with certificates evidencing the required coverage upon written request.

10. Assignment. This contract may not be assigned by either party hereto without the written consent of the other party.

11. Compliance with Law; Severability. City and Authority agree to perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules and regulations. If any term, clause, or provision

of the Agreement is determined or adjudicated to be in violation of any said law, rule, or regulation, only that specific term, clause or provision shall be considered null and void and such invalidation or determination shall not affect the validity or enforceability of the remaining portions of this Agreement and, to this end, all terms, clauses and provisions of this Agreement are hereby agreed to be severable.

12. Binding Agreement. All of the covenants, stipulations, and agreements in this Agreement shall extend to and be binding upon the legal representatives, successors and assignees of the respective parties hereto.

13. Merger of Ambulance Services: Authority's Dissolution. If, at any time, during the term of this Agreement the said emergency ambulance services mentioned herein, that is, the Kanawha County Emergency Ambulance Authority service and the emergency ambulance service operated by the City of Charleston shall merge and act to operate one emergency service or in the event the Authority shall be dissolved or cease to exist for any reason, then and in 7 those certain events, this Agreement shall become null and void and shall be deemed to terminate as of the date of said merger, dissolution, or other event causing the Authority to cease to exist.

14. Entire Agreement. This Agreement, including all attachments, exhibits, and appendices, embodies the entire agreement of the parties with respect to the subject matter hereof and any modification hereto must be made in writing and signed by both signatories. In the event of a conflict between the terms of this Agreement and the terms of any attachment, exhibit, or appendix, the terms of this Agreement shall prevail. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties hereto.

15. City's Execution. The execution of this Agreement by Danny Jones, Mayor of the City of Charleston, on behalf of the City has been authorized by appropriate action of the Council of the City of Charleston in the form of an Ordinance adopted on the day of , 2017, a copy of which is marked as "Exhibit A" and attached hereto and made a part hereof.

16. Authority's Execution. The execution of this document has been duly authorized by appropriate action of the Kanawha County Emergency Ambulance Authority which has instructed its President to cause this document to be executed.

17. Termination of Agreement. This Agreement shall terminate at midnight on June 30, 2023. 8

18. Governing Law. This Agreement shall be construed under and governed by the laws of the State of West Virginia. Any action brought by either party against the other on the basis of this Agreement shall be brought in the state or federal courts located in Kanawha County or in the state of West Virginia and the parties here by expressly consent to the jurisdiction and venue of said courts for such purposes.

6. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

Proposal submitted by StageRight Corporation for purchase of Portable Performance Stage Hardware in the total amount of \$ 37,911.00. The stage hardware will be used by the Charleston Civic Center.

To be charged to Account No. 216-979-00-000-4-460, Civic Center – Capital Outlay, Construction in Progress

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



STAGERIGHT

495 Pioneer Parkway ~ Clare, MI 48617
 Phone: 800-438-4499 Fax: 989-386-3500
 www.stageright.com

QUOTE #: Q-121508

For: Jim Smith	By: Matt Widenmier
Facility: Charleston Civic Center	Regional Sales Manager
Address: 200 Civic Center Drive	StageRight Corporation
Charleston, West Virginia 25301	
Fax:	Fax: (989) 386-3500
Phone #: (304) 345-1500	Phone #: (800) 438-4499
Email: jim.smith@cityofcharleston.org	Email: mwidenmier@stageright.com
Subject: Charleston Civic Center - Additional Staging	Date: 11/07/2017

24' x 36' Stage

Part Number	Qty	Description	Unit Price	Amount
648AN2D	27.0	Deck, 4'x8', Reversible with Black TechStage 0.095"/Gray Carpet Surfaces, Anodiz	479.00	12,933.00
319248	4.0	ME-2750, 8' x 8' x 48"-78" w/ R.L.A.'s	2,245.00	8,980.00
319348	2.0	ME-3750, 8' x 12' x 48"-78" w/ R.L.A.'s	2,704.00	5,408.00
390503	8.0	Guardrail, 8' x 42" Universal	208.00	1,664.00
360046	3.0	Guardrail, 4' x 42" Universal	199.00	597.00
320106	2.0	Stair - EZ Lift 48"-78" 8 Step	1,414.00	2,828.00
321113	8.0	Skirt, 8' x 48"-78" Black Janus, Clip Attachment	164.00	1,312.00
321126	3.0	Skirt, 4'x48"-78", Black Janus, Clip Attachment	119.00	357.00
322238	2.0	Transport, Pallet, 4'x8' Steel, with Straps (20)	416.00	832.00
Tax:				
S & H:				3,000.00
Total:				37,911.00

Terms and Conditions:

Within five business days from receipt of order, an order acknowledgement will be sent to confirm your order and provide a scheduled ship date. It will also contain important information regarding the processing and delivery of your order. Contact StageRight immediately if you do not receive your order confirmation.

Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change.

Quote Valid Until: 12/07/2017

Lead Time: Estimated 45-60 Days ARO (To be confirmed at time of order)

Credit Terms: 20 DN N30

Warranty: One (1) Year

Freight Terms: FOB Clare - MI

Quoted Price Does NOT Include any State and/or Local Taxes

Quoted Price Does NOT Include Off Loading OR Inside Delivery

Quoted Price Includes Shipping

REPORTS OF OFFICERS

1. City Treasurer's Report to City Council Month Ending October 31 2017.
Received and Filed.

ADJOURNMENT

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

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

NAYS: NONE

ABSENT: Minardi, Smith, Steele

At 7:21 p.m., by a motion from Councilmember Ware, Council adjourned until Monday, December 4, 2017, at 7:00 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

JB Akers, City Clerk