



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

CITY OF CHARLESTON, WEST VIRGINIA

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Regular Meeting – Monday, December 18, 2017

at 7:00 P.M.

Council Chamber – City Hall – Charleston, West Virginia

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**OFFICIAL RECORD**

**Danny Jones  
Mayor**

**JB Akers  
City Clerk**

**CALL TO ORDER**

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The Council met in the Chambers of the City Building at 7:00 P.M., for the second meeting in the month of December on the 18<sup>th</sup> day, in the year 2017, and was called to order by the Council President, Tom Lane. The invocation was delivered by Councilmember Richardson and the Pledge of Allegiance was led by Councilmember Hoover. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

<b>CHESTNUT</b>	<b>BURTON</b>	<b>CEPERLEY</b>
<b>EALY</b>	<b>CLOWSER</b>	<b>DAVIS</b>
<b>HARRISON</b>	<b>HOOVER</b>	<b>HAAS</b>
<b>JONES</b>	<b>KING</b>	<b>LANE</b>
<b>REISHMAN</b>	<b>OVERSTREET</b>	<b>PERSINGER</b>
<b>SMITH</b>	<b>RICHARDSON</b>	<b>SALISBURY</b>
<b>TALKINGTON</b>	<b>WARE</b>	

With twenty members being present, Council President Lane 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***

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NONE

***CLAIMS***

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1. A claim of Linda Frame, 1405 Alexandria Place, Charleston, WV;  
Alleges damage to property.  
Refer to City Solicitor.
  
2. A claim of Larry E. McConaha, 859 Hanna Drive, Charleston, WV;  
Alleges damage to vehicle.  
Refer to City Solicitor
  
3. A claim of Casey Robinson, 221 Quarry Ridge East, Charleston, WV;  
Alleges damage to vehicle.  
Refer to City Solicitor.
  
4. A claim of Chris Thomas, 1 Woodchute Lane, Charleston, WV;  
Alleges damage to vehicle.  
Refer to City Solicitor.

**REPORTS OF COMMITTEES**

**COMMITTEE ON FINANCE**

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

1. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 992-17 do pass.

Resolution No. 992-17 - 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 Ware seconded the motion. A roll call was taken:

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

NAYS: NONE

ABSENT: Burka, Faegre, Ireland, Minardi, Snodgrass, Steele, Mayor Jones

With a majority of members elected recorded thereon as voting in the affirmative, with one abstention, Council President Lane declared Resolution No. 992-17 adopted.

**General Fund FY 2017-2018 Budget Amendment No. 5 - December 18, 2017**

<b>Account No.</b>	<b>Department</b>	<b>Account Description</b>	<b>Amount</b>
001 566 00 000 1 103	Public Works - Administrative	Wages & Salaries	(39,582)
001 566 00 000 1 104	" " "	FICA	(3,028)
001 566 00 000 1 105	" " "	Medical & Life Insurance	(4,308)
001 566 00 000 1 106	" " "	Retirement - PERS	(4,354)
001 566 00 000 1 111	" " "	Dental/Optical Insurance	(234)
001 566 00 000 1 112	" " "	Insurance - Payroll Deduction	1,066
001 566 00 000 2 226	" " "	Insurance - WC & UC	(522)
Elimination of Assistant Director (Grade 124).			(50,963)
001 567 00 000 1 103	Public Grounds	Wages & Salaries	(13,004)
001 567 00 000 1 104	" " "	FICA	(995)
001 567 00 000 1 105	" " "	Medical & Life Insurance	(4,308)
001 567 00 000 1 106	" " "	Retirement - PERS	(1,430)
001 567 00 000 1 111	" " "	Dental/Optical Insurance	(234)
001 567 00 000 1 112	" " "	Insurance - Payroll Deduction	1,066
001 567 00 000 2 226	" " "	Insurance - WC & UC	(522)
Elimination of Office Support Specialist (Grade 107).			(19,428)
001 750 00 000 1 103	Street	Wages & Salaries	45,748
001 750 00 000 1 104	"	FICA	3,500
001 750 00 000 1 105	"	Medical & Life Insurance	4,308
001 750 00 000 1 106	"	Retirement - PERS	5,032
001 750 00 000 1 111	"	Dental/Optical Insurance	234
001 750 00 000 1 112	"	Insurance - Payroll Deduction	(1,066)
001 750 00 000 2 226	"	Insurance - WC & UC	522
Elimination of Office Support Specialist (Grade 107), Additions of Director of Street (Grade 121) and Operations Manager (Grade 116).			58,278
001 800 00 000 1 103	Refuse & Recycling	Wages & Salaries	6,166
001 800 00 000 1 104	" "	FICA	472
001 800 00 000 1 106	" "	Retirement - PERS	678
Elimination of Office Support Specialist (Grade 107), Addition of Crew Leader (Grade 113)			7,316
001 414 00 000 1 103	City Collector	Wages & Salaries	13,624
001 414 00 000 1 104	" "	FICA	1,042
001 414 00 000 1 105	" "	Medical & Life Insurance	4,308
001 414 00 000 1 106	" "	Retirement - PERS	1,499
001 414 00 000 1 111	" "	Dental/Optical Insurance	234
001 414 00 000 1 112	" "	Insurance - Payroll Deduction	(1,066)
001 414 00 000 2 226	" "	Insurance - WC & UC	522
Addition of Accounting Clerk (Grade 106)			20,163

2. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 993-17 do pass.

Resolution No. 993-17 - Authorizing the Mayor or City Manager to sign an Amendment to the Agreement with J. Arthur Dail, Inc. for Healthcare Consulting Services, at an increase in cost from \$2.50 to \$3.00 per benefit eligible employee per month. All other terms and conditions of the current Agreement remain unchanged.

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

That the Mayor or City Manager is hereby authorized and directed to sign an Amendment to the Agreement with J. Arthur Dail, Inc. for Healthcare Consulting Services at an increase in cost from \$2.50 to \$3.00 per benefit eligible employee per month. All other terms and conditions of the current Agreement remain unchanged.

Councilmember Reishman moved to approve the Resolution. Councilmember Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative Council President Lane declared Resolution 993-17 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. 994-17 do pass.

Resolution No. 994-17 - Authorizing the City Manager to execute Change Order No. 19 to the Design-Build contract with BBL Carlton, LLC, in relation to the Civic Center Expansion and Renovation Project, in the amount of (\$ 38,824.82), providing for additions to the base contract as listed in Exhibit A, attached hereto. Change Order No. 19 decreases the contract price from \$ \$94,101,788.54 to \$ 94,062,973.75.

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. 19 to the Design-Build contract with BBL Carlton, LLC, in relation to the Civic Center Expansion and Renovation Project, in the amount of (\$ 38,824.82), providing for additions to the base contract as listed in Exhibit A, attached hereto. Change Order No. 19 decreases the contract price from \$ \$94,101,788.54 to \$ 94,062,973.75.

Councilmember Reishman moved to approve the Resolution. Councilmember Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative Council President Lane declared Resolution 994-17 adopted.

Charleston Civic Center Expansion and Renovation Change Order #19 12/13/2017

Exhibit A

PCO's combined in Change Order #19 (Refer to the attached PCO descriptions):

Add

1. PCO 144 (Fire Marshall Requirements)	\$58,224.35
2. PCO 146 (2 <sup>nd</sup> Floor Lobby Bar Crush Flooring)	\$10,610.00
3. PCO 148 (CRUSH at Stairways in Areas D & F)	\$2,149.93
4. PCO 149 (CRUSH at Quarrier St. 2 <sup>nd</sup> Floor Entrances)	\$4,733.44
5. PCO 150 (WCPR #30 Pulper Design)	\$9,875.52
6. PCO 153 (Upgraded Motorized Chair for Skyrail System)	<u>\$21,465.00</u>
Subtotal	\$107,058.24

Deduct

7. PCO 147 (Carpet at 2 <sup>nd</sup> Floor Lobby In Lieu of Terrazzo)	(\$142,757.16)
8. PCO 152 (Chilled & Hot Water Piping GMP Credit)	<u>(\$3,125.90)</u>
Subtotal	(\$145,883.06)

TOTAL (\$38,824.82)

4. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 995-17 do pass.

Resolution No. 995-17 - Authorizing the City Manager to execute Change Order No. 3 with Terradon Corporation in the amount of \$ 20,000.00 for the modified scope of services described in Exhibit A for a total not to exceed \$ 583,560.00.

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. Change Order No. 3 with Terradon Corporation in the amount of \$ 20,000.00 for the modified scope of services described in Exhibit A for a total not to exceed \$ 583,560.00.

Councilmember Reishman moved to approve the Resolution. Councilmember Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative Council President Lane declared Resolution 995-17 adopted.



**EXHIBIT A**  
**To AIA G802-2017 dated November 01, 2017,**  
**Amendment Number 003 to the Professional Services Agreement**  
**Between the City of Charleston and Terradon Corporation**  
**For the Charleston Civic Center Expansion and Renovation**

**A. GENERAL**

This is Amendment Number 003 to the Professional Services Agreement between the City of Charleston and Terradon Corporation dated October 13, 2015, (hereinafter, the “Agreement”) related to the Charleston Civic Center Expansion and Renovation. On the AIA G802-2017 the word “Architect” shall mean “Consultant”

**B. AMENDED SCOPE OF SERVICES**

Consistent with, and for the reasons set forth in the October 27, 2017, email from Joe Saunders to Lloyd Miller attached hereto, the Scope of Services of the Agreement is hereby modified as follows:

1. Terradon shall provided one full time person, and a second person occasionally to cover the contractor’s activities until December 31, 2017.
2. The contract amount shall be increased to extend services through November and December of 2017 by \$20,000.
3. Services shall be billed by the hour and test as stated in the original agreement.
4. At the beginning of 2018 the provision of services shall be re-evaluate to determine if it is the proper time to move to an on-call scenario for the remainder of the project, and re-evaluate costs to finish.

**The change to the estimated Total Contract Amount from this Amendment Number 003 is \$20,000**

**C. TOTAL CONTRACT AMOUNT**

Subject to the terms of the Agreement, the City agrees to pay Consultant, and Consultant agrees to accept as payment for Services a sum no greater than:

Original Total Contract Amount per the Agreement:	\$ 496,400
Amendment Number 001 (Sanitary Sewer relocation):	49,450
Amendment Number 002:	17,710
Amendment Number 003:	20,000
<b>Revised Total Contract Amount not to exceed:</b>	<b>\$583,560</b>

**D. OTHER TERM AND CONDITIONS**

All other terms and conditions of the Agreement not specifically amended by this Amendment Number 003 remain in full force and effect.

5. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 996-17 do pass.

Resolution No. 996-17 - Authorizing the City Manager to enter into an Agreement with Professional Consulting Associates, LLC for customer service and leadership communication training in the amount of \$36,072.00.

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

That the City Manager is hereby authorized to enter into an Agreement with Professional Consulting Associates, LLC for customer service and leadership communication training in the amount of \$36,072.00.

Councilmember Reishman moved to approve the Resolution. Councilmember Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative Council President Lane declared Resolution 996-17 adopted.

6. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 997-17 do pass.

Resolution No. 997-17 - Authorizing the Mayor and Chief of Police to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area (“HIDTA”) for funds from the United States Office of National Drug Control Policy (“ONDCP”) in the total amount of \$138,000.00 to be awarded to the Metro Drug Enforcement Network Team (“MDENT”). The 2018 calendar year funds are designated for purchase of evidence and information (\$20,000); six (6) full-time officers at \$18,000 each (\$108,000); and overtime for four (4) part-time interdiction officers at \$2,500 each (\$10,000).

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

That the Mayor and Chief of Police are hereby authorized and directed to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area (“HIDTA”) for funds from the United States Office of National Drug Control Policy (“ONDCP”) in the total amount of \$138,000.00 to be awarded to the Metro Drug Enforcement Network Team (“MDENT”). The 2018 calendar year funds are designated for purchase of evidence and information (\$20,000); six (6) full-time officers at \$18,000 each (\$108,000); and overtime for four (4) part-time interdiction officers at \$2,500 each (\$10,000).

Councilmember Reishman moved to approve the Resolution. Councilmember Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative Council President Lane declared Resolution 997-17 adopted.

7. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 998-17 do pass.

Resolution No. 998-17 - Authorizing the Mayor or City Manager to enter into an agreement with Parkmobile, LLC, attached hereto as Exhibit A, for the management of parking-related matters, including providing a system for the electronic payment of on-demand parking and back-office administration.

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

That the Mayor or City Manager are hereby authorized and directed to enter into an agreement with Parkmobile, LLC, attached hereto as Exhibit A, for the management of parking-related matters, including providing a system for the electronic payment of on-demand parking and back-office administration

Councilmember Reishman moved to approve the Resolution. Councilmember Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative Council President Lane declared Resolution 998-17 adopted.

## ON DEMAND PERMIT SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this "Agreement") is made and entered into as of this 1<sup>st</sup> day of November, 2017 (the "Effective Date"), by and among PARKMOBILE, LLC, a Delaware limited liability company ("Parkmobile"), and City of Charleston, a West Virginia municipality ("Client").

### RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the electronic payment of on-demand parking, including back-office administration (collectively referred to as the "Parkmobile Services" ); and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will provide mobile parking permit services and license certain software to Client, upon the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

## ARTICLE 1

### SERVICES

**1.1** Services Provided by Parkmobile. During the Term (as defined herein), Parkmobile shall direct its personnel to perform all the Parkmobile Services for Client as described on Schedule 1 hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, (the "Parkmobile Services"). Parkmobile shall render the Parkmobile Services faithfully and to the best of its ability and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, "Law"), devoting such time as is reasonably necessary to provide the Parkmobile Services. The precise times and manner of the performance of Parkmobile Services shall be as reasonably requested by Client, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and Client. In connection with Parkmobile's performance of the Parkmobile Services, Parkmobile shall be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as Client may reasonably establish from time to time.

If Client requires additional work that is not included in this Agreement, Parkmobile and Client shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

**1.2** License Services Provided by Parkmobile. Effective as of the Effective Date, Parkmobile hereby grants to Client a nonexclusive, nontransferable, limited license during the Term to use the Software in Object code form, in the conduct of Client's own internal business operations in accordance with the terms hereof.

**1.3** Help and Support. Parkmobile agrees to exercise all commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide Client with preventative maintenance, corrective maintenance,

adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of Parkmobile and Client shall promptly notify the other of any errors or interruptions that arise during Client's use of Parkmobile's software or the Services hereunder.

**1.4** New Versions of Software. For a separate negotiated fee, Client may request modifications, improvements or amendments to the Software during the Term of this Agreement.

**1.5** Error Corrections. In the event of any errors or interruptions in the Services, Parkmobile's sole and exclusive obligation shall be to exercise all commercially reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

**1.6** No Performance Warranty. The Services are provided to Client "AS IS" with no warranty of any kind. Notwithstanding the foregoing, Parkmobile shall provide the Services in accordance with the service levels set forth on Schedule 2, as the same may be amended from time to time, and Services shall materially perform as described in Schedule 1 and Schedule 2.

**1.7** Reservation of Rights. All rights not expressly granted to Client herein are reserved to Parkmobile. All intellectual property rights related to the Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

**1.8** Publicity of Services. All brochures and promotional materials to be distributed by Client in connection with the Services shall be in a form mutually agreed upon by the parties.

**1.9** Cooperation. Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

**1.10** Exclusivity. Parkmobile shall be the exclusive provider of the Parkmobile Services for Client during the Term of this Agreement.

**1.11** Authority of the Parties. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

**1.12** Technology Sublicense. Parkmobile hereby grants Client the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use the proprietary technology that relates to the Services (the "Technology") in connection with the Services. Client shall not use the Technology for any use other than in connection with the Services. Client acknowledges and agrees that (a) Parkmobile shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by Client shall use the Technology as necessary. Client has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, Client's use of the Technology shall inure to Parkmobile's benefit. During the Term or at any time thereafter, Client shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair Parkmobile's right, title and interest in and to the Technology or the validity thereof.

*ARTICLE2*  
*FEES;EXPENSES*

**2.1** Fees. The fees (the "Fees") applicable to the Services, are set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

**2.2** Payment. Payment is due not later than thirty (30) days after invoice. Late payment interest of ten percent (10%) per annum may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received

**2.3** Taxes. Except as otherwise noted herein, Parkmobile's prices do not include sales, use, revenue or excise taxes. As a political subdivision of the State, Client is exempt from Federal, State, and local taxes and will not pay taxes for Parkmobile or any other party, including individuals, nor will Client file any tax returns or reports on behalf of Parkmobile or any other party.

**2.4** Billing Disputes. Client shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute. In the event that any payment dispute is resolved in favor of Client, Parkmobile shall credit Client on the immediately subsequent invoice issued to Client.

**2.5** Expenses. Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of Client.

*ARTICLE3*  
*TERM;TERMINATION*

**3.1** Term. The initial term of this Agreement shall commence as of the Effective Date and terminate on October 31, 2019 (the "Initial Term"). Following the Initial Term, the Agreement shall be automatically extended for consecutive one (1) year renewal terms (each a "Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then-current Renewal Term. The date on which this Agreement is terminated is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term." Notwithstanding, the Agreement shall be contingent upon funds being appropriated by City Council or otherwise being available for the services. In the event funds are not appropriated or otherwise available for this service, the Agreement shall terminate without penalty on the next occurring June 30. After that date, the Agreement becomes of no effect and is null and void. However, Client agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

**3.2** Termination for Cause.

(a) Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

(b) Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

### 3.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement, (i) Client shall pay to Parkmobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) Client shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (iii) Client shall discontinue all use of the Technology and intellectual property of Parkmobile.

(b) Notwithstanding the exercise by any party of its rights under this Article 3, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

## ARTICLE 4

### ADDITIONAL COVENANTS OF THE PARTIES

#### 4.1 Confidentiality.

(a) Each party acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

(b) Each party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential



Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). Each party shall be responsible for any breach of this Section 4.1 by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by Law. The parties shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

(c) All Confidential Information of Parkmobile and Client shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party's original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law. The foregoing shall not apply to any Confidential Information that is in the public domain without breach of this Agreement, Confidential Information that a party can demonstrate was known prior to receipt from the other party or Confidential Information that was subsequently received from a third party without any obligation of confidentiality to the other party.

(d) To the extent any party determines it necessary or advisable to file a copy of this Agreement with a governmental agency, including the United States Securities and Exchange Commission, or otherwise in accordance with Law, that party and its counsel shall work with the non-disclosing party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information

(e) Parkmobile acknowledges that Client is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 *et seq.* (the "Freedom of Information Act") and W.Va. Code § 6-9A-1 *et seq.* (the "Open Governmental Proceedings Act"). If Client is requested or required to disclose any information received by Client related to the Agreement which is considered Confidential Information by Parkmobile, Client will promptly notify Parkmobile of each such request or requirement so that Parkmobile may seek an appropriate protective order or other appropriate relief. To the extent permitted by Federal, State and local laws, Client agrees to cooperate fully with Parkmobile in seeking any protective order or other remedy. If, in the absence of a protective order or the receipt of a waiver hereunder, Client is, nonetheless, compelled to disclose Confidential Information, it may disclose such information pursuant to such request or requirement without liability hereunder.

(f) Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the provisions of this Section 4.1 were not performed by the other party in accordance with the terms hereof and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(g) Each party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

**4.2** Information. Subject to Section 4.1 and any applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that

the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to any other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

**4.3** Records. Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party's historical policies regarding retention of records. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

**4.4** Status Meetings. On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 4.4 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

**4.5** Privacy. Client agrees (a) to comply with all applicable Law; (b) not to use the information provided to it by Parkmobile about identifiable individuals ("PI") to market goods or services to those individuals or others; (c) that it will use reasonable security measures to safeguard the PI; and (d) not to disclose to others the PI. Parkmobile agrees not to use the information provided to it by Parkmobile about identifiable individuals ("PI") to market goods or services to those individuals or others.

**4.6** Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar-activities or owning similar properties and at least the minimum amount required by applicable Law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable.

**4.7** Ownership of Intellectual Property. You acknowledge and agree that Parkmobile or its licensors or providers are the owners of all right, title and interest in and to the Platform, User Data, all websites owned by Parkmobile, all work product or deliverables, our Intellectual Property and all appurtenant patent, copyright, trademark, trade secret and other intellectual property rights associated with the foregoing. To the extent we provide any work product or deliverable to you for your direct use (e.g. material for inclusion on a Client-hosted website to direct Users to a Parkmobile Website or Reservation Demand Management System), you are hereby granted a limited, revocable and personal right to use such work product or deliverable during the Term in accordance with any instructions we provide. The provision of any such work product or deliverable to you does not constitute a sale of such work product or deliverable to you. You shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. You further agree that all work product or deliverable shall be treated as our Confidential Information. For the avoidance of doubt, any work product or deliverable that is created or used by Parkmobile as part of providing the Services (e.g., a landing page for Client hosted by Parkmobile) shall not be subject to the foregoing license. Notwithstanding the foregoing, Parkmobile shall recognize that all User Data related to transactions associated with the Member's parking activity within Client's paid parking program is the property of the Parkmobile and Client. At the termination of this Agreement, the User Data related to their transaction history will be made available to Client in a standard prescribed format. Customer Transactional Data shall include a unique customer ID number, License plate information, transactional history data including date, time, duration, zone number and amount paid per parking session

#### 4.8 Definitions

"User" means the individual using our Platform other than Client.

"User Data" means all data collected from Users in the process of registering Users and in connection with their usage of the Platform.

"Platform" means our App; Services; Site; IVR System; our backend technologies, functions, servers, databases; parking management systems; and our other products, services, content, features, technologies, functions, applications, and related websites or other applications; and any future updates, changes, revisions or additions thereto, that are related to the management of Parking Sessions.

"Parking Session " means the period in which a User is parked at a Parking Location and is measured from when a User starts parking in a Parking Location and stops parking in a Parking Location, or the time paid for by a User expires.

"App" means our mobile Parking Session management application for scheduling, starting, extending and completing Parking Sessions and making payment for all related charges and fees, including but not limited to on-street and off-street parking, parking permits, parking reservations, long term or short term parking, event parking, etc., and other applications that we may develop .

"Services " mean the Parking Management Services and any other services reflected in these Terms, the Service Agreement, an SOW, or a written amendment , including without limitation set-up, maintenance , support, hosting, integration, and other services delivered by Parkmobile pursuant to the Service Agreement, an SOW, or written amendment executed by the parties.

"Site" means our website located at <http://us.park.mobile.com>

"IVR System" means our interactive voice response system.

"Term" means the initial period set forth in the Service Agreement which will automatically renew for consecutive periods of one year unless either party provides written notice at least sixty (60) days prior to the end of the one-year period then in effect.

"Service Agreement" means our document entitled "Service Agreement " or other document bearing a similar title, or may refer to any similar document setting forth the applicable pricing, Service description, and additional terms and conditions which is executed or otherwise acknowledged by you in writing and, in any case, also includes all current and subsequent amendments, modifications or supplements thereto as such are implemented from time to time upon the written agreement of the parties. Service Agreements include, but are not limited to a RSA, PSA, or ODSA. All Service Agreements incorporate fully these Terms (as amended from time to time) without limitation , restriction, or qualification.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

**5.1** Representations and Warranties. Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

**5.2 Disclaimer of Warranties.** OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION; OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

**5.3 Indemnification and Liability.**

(a) Indemnification by Parkmobile. Parkmobile shall indemnify, defend and hold harmless Client, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Parkmobile's representations or warranties in this Agreement; (ii) the breach of any of Parkmobile's covenants or agreements in this Agreement; or (iii) any violations of Law by Parkmobile in performing its obligations in connection with this Agreement.

(b) Liability of Client. Client shall be solely responsible for liability resulting from or arising out of: (i) the breach or inaccuracy of any of Client's representations or warranties in this Agreement; (ii) the breach of any of Client's covenants or agreements in this Agreement; or (iii) any violations of Law or governmental rules or regulations by Client in performing its obligations in connection with this Agreement.

**5.4 Limitation of Liability.** AS BETWEEN CLIENT AND PARKMOBILE, BUT NOT INCLUDING THIRD PARTY CLAIMS, THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER

PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 6  
MISCELLANEOUS

6.1 **Force Majeure.** Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

6.2 **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:	Parkmobile, LLC 1100 Spring Street NW, Suite 200 Atlanta, Georgia 30309 Attention: Jonathan Ziglar Telephone: (404) 818-9036 Facsimile: (770) 818-9039 Email: jziglar@parkmobileglobal.com
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To Client:	City of Charleston 501 Virginia Street East Charleston, WV 25301 Attention: David Molgaard Telephone: (304)348-8000
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Facsimile: (304) 348-8157

Email: [david.molgaard@cityofcharleston.org](mailto:david.molgaard@cityofcharleston.org)

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

**6.3** Independent Contractors. The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor- franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

**6.4** Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement.

**6.5** Amendment and Waiver. The parties hereto may not amend or modify this Agreement, except as may be agreed upon by a written instrument executed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

**6.6** Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Client without the prior written consent of Parkmobile (which consent shall not be unreasonably withheld). Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile so long as Parkmobile remains the primary obligor under this Agreement or (ii) any lender to Parkmobile or its affiliates as security for borrowings (iii) purchaser of majority interest in Parkmobile.

**6.7** Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

**6.8** Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**6.9** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws from any other jurisdiction.

**6.10** Dispute Resolution; Jurisdiction; Venue. Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, the component representatives of the parties shall first attempt in good faith amicably to settle the

matter by mutual negotiations. Any dispute which cannot be resolved between the parties through consultation and negotiation within a reasonable time may be then submitted either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or to others.

**6.11** No Strict Construction; Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**6.12** Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

"PARKMOBILE":

PARKMOBILE, LLC

By: \_\_\_\_\_

Name: Jonathan Ziglar

Title: CEP

"CLIENT":

CITY OF CHARLESTON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE 1

## PARKMOBILE SERVICES

### ON DEMAND

Parkmobile offers a service to Client's parking customers ("Members") that facilitates the activation and payment of parking transactions using mobile technology ("Mobile Parking"). For use of the Mobile Parking service, a Member Fee per transaction as reflected in Schedule 3 is charged.

Parkmobile accepts several electronic payment methods from customers:

- a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments")
- b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, Android Pay, Samsung Pay, ACH, MasterPass, ApplePay, and Visa checkout.

Members who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile - [www.parkmobile.com](http://www.parkmobile.com); calling an Intelligent Voice Response (INR) 1-800 Number, or using Parkmobile's mobile application. In order to register and begin a parking event, End Users simply provide the required information to create an account including credit card data and license plate number which is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits only require the Member to enter or select the applicable parking duration options available for the location.

The tariff code of the parking area is indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, free of charge to the Client, to determine if a valid parking right exists. This service can be accessed by using a handheld terminal or PDA.

The supply of handheld terminals (or PDA's) for enforcement and GSM cards for communication between the handheld terminals and the database and back-office systems are outside the scope of the Services.

Members will receive parking alert services via SMS, mobile app push notification or email. The Member will be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

Members can use Mobile Parking anywhere the Parkmobile mobile payment service is available.

All parking charges are automatically charged to the credit card of the Member. Members have real time access to an online account-based personal page accessible from [www.parkmobile.com](http://www.parkmobile.com) to check and print their parking history, receipts, and statements.





## SCHEDULE 2

### SERVICE LEVELS

#### 1. Operation, Management and Maintenance of the System

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides Client with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile makes a daily backup of data in the (local) database, which data are retained for three (3) months.

#### 2. Errors and Interruptions

(a) When an error or interruption occurs in the Services, Client shall inform Parkmobile as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within twenty-four (24) hours from the date when the error or interruption is reported to Parkmobile, then Parkmobile will issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused by Client and not attributable to Parkmobile shall be charged at the hourly rate of \$180.

(b) In the event that Client and Parkmobile disagree about whether an error or interruption has been resolved, Client and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then Client shall not be entitled to a credit for the Software during the downtime.

#### 3. Security and Authorization

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The parties shall respect and utilize security access codes.

#### 4. Reports

Parkmobile shall provide Client access to reports related to the Services via an Internet or other digital means in relation to parking history, active users and parking revenues. Parkmobile also shall provide Client with monthly reports through an Internet or other digital means regarding parking revenues.

SCHEDULE 3

## ON DEMAND FEES

Parkmobile shall charge the Client or Member a Member Fee of \$0.40 cents per transaction ("Member Fee").

Traditional Payment Credit Card Fees/Merchant Processing/Other Third Party Fees:

Parkmobile can pass real time authorized debit/credit card transactions daily in batch format to Parkmobile's preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the MOR in the arrangement and passes Net Parking Revenues in accordance with Parkmobile's standard settlement procedures to the Client. As-used-herein, Net Parking Revenue shall mean parking revenue generated by Members, less Member Fees charged by Parkmobile.

Emerging Payments Fees

Parkmobile shall collect parking revenues for each Emerging Payment transaction and pass the Emerging Parking Revenue to the Client in accordance with Parkmobile's standard settlement procedures. As used herein, Emerging Revenue shall mean parking revenue generated by Members, less Member Fees charged by Parkmobile.

Other Terms and Conditions

Parkmobile's Member Fee covers any merchant processing or other third-party fees associated with the acceptance of Traditional Payments or Emerging Payments.

The cost for unlimited validations to Client will be \$250 per month.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees. Parkmobile shall provide Client thirty (30) days written notice of any such increase prior to implementing the increase and Client shall have the right to reject any such increase and terminate this agreement. Such termination shall not be considered a default or breach under this agreement.

The use of mobile devices for enforcement as well as data plans are not part of this agreement.

Cost for initial standard stickers shall be borne exclusively by Parkmobile. Client will be responsible for all installation.

Cost of marketing shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program.

After the expiration of the initial term, Parkmobile reserves the right to increase Member Fees and Additional Services (as defined below) fees upon sixty (60) days written notice to Client.

Other development activities and additional services (listed below) are available to Client for a fee at the request of and after written approval by Client.

1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting
4. Custom Integration to 3rd parties
5. Citation/Enforcement support
6. Replacement Signage/Stickers
7. Additional Training
8. Zone & Rate structure changes after implementation
9. Event Override Solution
10. Self-Administration Service

8. 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.

A bid submitted by Pinnacle Supply, LLC, in the total amount of \$56,518.45 for purchase of a Scrubber Sweeper for 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 Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative Council President Lane declared the Committee Report adopted.

9. 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.

A bid submitted by Vermeer Heartland, in the total amount of \$47,800.00, for purchase of a Vermeer Stump Grinder for the Public Grounds Department

To be charged to Account No. 001-975-00-567-4-459 – Public Grounds, Lease Purchase PNC Lease Schedule # 210052000

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

10. 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.

A bid submitted by Safe Life Defense, in the total amount of \$59,840.00, for purchase of 170 Safe Life Defense First Body Armor units for the Charleston Fire Department.

To be charged to Account No. 001-706-00-000-3-345, Uniforms and Equipment

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

11. 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.

A bid submitted by Electronic Specialty Company, in the total amount of \$148,381.60, for purchase of Various Security Cameras, Servers and Licensing for Various City Facilities. The prices on the attached bid tab sheet are for a one-year term.

To be charged to Accounts:

\$78,000.00 to Account No. 045-000-18-000-3-341/4-459, HS Camera grant 16-LE-20

\$ 70,381.60 to Account No. 426-000-00-000-4-458, Parking System, Operation & Maintenance Fund

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

12. 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.

The listed proposals for purchase of vehicles for various City departments:

<u>Department</u>	<u>Company</u>	<u>Model</u>	<u>Cost/Unit</u>	<u>Total</u>	<u>Account No.</u>
Construction	Stephens Auto	Ford F150 – Pickup Truck	\$ 27,936.00	\$27,936.00	001-975-00-412-4-459, City Manager, Lease Purchase
Construction	Stephens Auto	Ford F150 – Pickup Truck	\$ 29,451.00	\$29,451.00	001-975-00-412-4-459, City Manager, Lease Purchase
Street	Stephens Auto	Ford F250 – Large Pickup Truck	\$ 27,125.00	\$27,125.00	001-977-00-750-4-459, Street, Capital Outlay Equipment
Planning	Bob Robinson Chevy	Chevy Equinox 4WD	\$ 21,966.00	\$252,458.00	001-975-00-437-4-459, Planning, Capital Outlay Equipment
Building	Bob Robinson Chevy	Chevy Equinox 4WD	\$ 21,966.00	\$ 21,966.00	001-975-00-436-4-459, Building Commission, Lease Purchase
Engineering	Stephens Auto	Ford Explorer Mid-Size Utility 4x4	\$ 27,036.00	\$27,036.00	001-975-00-420-4-459, Engineering, Lease Purchase

*(PNC Equipment Financing, Schedule 210052000)*

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

***REPORTS OF OFFICERS***

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1. City Treasurer’s Report to City Council Month Ending November 30 2017.  
Received and Filed.
2. Municipal Court Report to City Council Month Ending November 2017.  
Received and Filed.

***NEW BILLS***

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Introduced by Councilmember Bobby Reishman on December 18, 2017:

Bill No. 7772 – Amending and re-enacting Sections 114-622 and 114-623 of the Municipal Code of the City of Charleston, West Virginia, for the purpose of changing the rates for on-street, metered parking.

Refer to Parking and Finance Committee.

***ADJOURNMENT***

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

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

NAYS: NONE

ABSENT: Burka, Faegre, Ireland, Minardi, Snodgrass, Steele, Mayor Jones

At 7:19 p.m., by a motion from Councilmember Harrison, Council adjourned until Tuesday, January 2, 2018, at 7:00 p.m., in the Council Chamber in City Hall.

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Danny Jones, Honorable Mayor

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JB Akers, City Clerk