



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

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Monday, May 21, 2018

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 May on the 21st day, in the year 2018, and was called to order by the Honorable Mayor, Danny Jones. The invocation was delivered by Councilmember Richardson and the Pledge of Allegiance was led by Brittany Javins. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

**BURKA
CHESTNUT**

**HARRISON
JONES**

**MINARDI
REISHMAN**

**SMITH
TALKINGTON**

BURTON

**FAEGRE
HOOVER**

**KING
OVERSTREET**

**RICHARDSON
SNODGRASS**

WARE

CEPERLEY

DAVIS

HAAS

IRELAND

LANE

PERSINGER

SALISBURY

STEELE

MAYOR JONES

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

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

PUBLIC SPEAKERS

1. Brittany Javins – spoke about the upcoming FestivAll.

CLAIMS

1. A claim of Mabel Constance Hanna, 706 Bona Vista Place, Charleston, WV; alleges damage to property.
Refer to City Solicitor.
2. A claim of Isabel Kinnison, 302 29th St SE, Charleston, WV; alleges damage to vehicle.
Refer to City Solicitor.
3. A claim of Robert Stollings, 619 Granada Way, Charleston, WV; alleges damage to vehicle.
Refer to City Solicitor.
4. A claim of Carolyn Tillman, 2 Dreamview Drive, Charleston, WV; alleges damage to vehicle.
Refer to City Solicitor.

PUBLIC HEARINGS

1. After duly being published as required, the Mayor declared the floor open for a Public Hearing on Resolution No. 052-18 . No person from the public came to speak in reference to the Public Hearing. The Mayor declared the Public Hearing CLOSED.

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. 052-18 be adopted.

Resolution No. 052-18 - Authorizing the renewal of a Lease with the Kanawha County Board of Education, a copy of which is attached as Exhibit A hereto, for continued use of space in the Martin Luther King Community Center to conduct Head Start programs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA that the Mayor or City Manager is hereby authorized to execute a renewal lease with the Kanawha County Board of Education for continued use of space in the Martin Luther King Community Center to conduct Head Start programs.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 052-18 adopted.

LEASE AGREEMENT

This Lease Agreement (the "Lease") is dated as of the 1st day of July, 2018, by and between the CITY OF CHARLESTON, a West Virginia municipal corporation (the "City") and the KANAWHA COUNTY BOARD OF EDUCATION (the "Tenant"):

RECITALS

WHEREAS, the City has power and authority to lease its property pursuant to Chapter 8, Article 12, Section 18 of the West Virginia Code of 1931, as amended;

WHEREAS, Tenant, a county board of education, is authorized to lease property for school purposes pursuant to West Virginia Code § 18-5-9;

WHEREAS, the Tenant has requested that the city lease to it the Premises (as defined in Article 1, Section A of this Lease Agreement) duly authorized by proper action, and the Tenant is not prohibited under the terms of any outstanding deed of trust, mortgage, loan agreement or other instrument or evidence of indebtedness of whatever nature from entering into this Lease and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Lease and affirmatively so represents to City;

WHEREAS, the parties acknowledge and agree that the Tenant will utilize the Premises for its school sponsored Head Start program and that throughout the term of this Lease, or any tenancy thereunder, the Premises shall constitute a primary or secondary education building, structure, facility and grounds, as well as the full time location of a school sponsored function, as contemplated by West Virginia Code § 61-7-11a.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, City and Tenant hereby agree as follows:

ARTICLE 1. THE LEASE

A. Lease

City hereby lets, leases and demises unto Tenant, and Tenant hereby takes and hires from City certain exclusive and multiple use areas located in the Martin Luther King Community Center, located at 314 Donnally Street, Charleston, West Virginia (the "Premises"), further defined as follows:

Exclusive Use Areas. Subject to the terms and limitations contained herein, the City leases to Tenant license to use and occupy the Head Start Facility, hereinafter referred to and known as the "Exclusive Use Areas." Tenant shall be solely responsible for contracting with the City for cleaning of Tenant's Exclusive Use Areas on a daily basis, and shall keep the same in a clean and sanitary condition.

Multiple Use Areas. City does hereby agree to also permit Tenant and program participants to use the following spaces at the Martin Luther King Community Center, hereinafter referred to as "Multiple Use Areas", for educational purposes and recreational program purposes, during normal hours of operation and with prior arrangement with the Director of Parks & Recreation (the "Director") or his designated representative:

- a. classrooms;
- b. kitchen;
- c. all outdoor play areas and recreational facilities.

Common Areas. Tenant and its program participants shall also be permitted reasonable use of all common areas necessary and appurtenant to use and enjoyment of the Exclusive Use Areas and Multiple Use Areas, which shall include, but not necessarily be limited to stairways, elevator, hallways and restrooms.

B. Term

The term of this Lease shall be for a period of (1) year, commencing on the date as stated in the initial paragraph of this Lease, and expiring at midnight of its first anniversary (the "Expiration Date").

Any holding over by Tenant or retention of the Premises beyond the Expiration Date shall not be construed as renewing or extending this Lease in any manner whatsoever; but it may, at the sole option of City, be construed as creating a tenancy from month to month, terminable without cause by either party upon thirty (30) days written notice. Under any holding over or retention of the Premises beyond the Expiration Date, Tenant shall be subject to all the conditions of this Lease excepting the term.

C. Consideration

City and Tenant, a public body pursuant to W.Va. Code Section 1-5-2, Agree that Tenant's use of the leasehold interest granted by this Lease shall be for a public purpose and further agree that there is adequate consideration for this Lease pursuant to W. Va. Code section 8-12-18(a).

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

Tenant represents, acknowledges and warrants to City that as of the date of execution of this Lease:

A. Premises As Is

Tenant hereby acknowledges that it or its agents have inspected the Premises, and Tenant hereby agrees to accept the Premises "AS IS" in its present condition.

B. Corporate Authority

Tenant represents that it is a political subdivision of the State of West Virginia, has full legal right, power, and authority to enter into this Lease and to carry out and consummate all transactions contemplated hereby, and by proper action has duly authorized the execution, delivery and performance of this Lease.

C. Executor's Authority

The officer of the Tenant executing this Lease is duly and properly in office and fully authorized to execute the same.

D. Delivery

This Lease has been duly authorized, executed and delivered by the Tenant.

E. Binding

This Lease will constitute the legal, valid and binding agreement of Tenant enforceable against Tenant in accordance with its terms; except as enforcement of such agreement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

F. No Conflict with Other Agreements

The execution and delivery of this Lease and the fulfillment of or compliance with its terms and conditions will not conflict with or constitute a violation or breach of or default under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which Tenant is a party or by which any of it or its properties are otherwise subject or bound.

G. No Litigation or Default

There is no action, suit, proceeding, inquiry or investigation, before or by any court or Federal, state, municipal or other governmental entity, pending, or to the knowledge of Tenant, after reasonable investigation, threatened, against or affecting Tenant or the assets, properties or operations of Tenant which, if determined adversely to Tenant or its interests, would have a material adverse effect upon this Lease. Tenant is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental entity, which default might have consequences that would materially and adversely affect the consummation of this Lease.

ARTICLE 3. COVENANTS

A. Compliance with Law; Application of West Virginia Code § 61-7-11a

Tenant shall comply with all federal, state and local laws, regulations and ordinances relating to its business and the premises through the term of this Lease.

Tenant shall be familiar with all federal, state and local laws, regulations and ordinances relating to the supervision and provision of services to children, youth and senior citizens, and shall maintain compliance with such laws throughout the term of the Lease. This shall include, but not be limited to, any regulations promulgated by the Department of Health and Human Services, the Kanawha-Charleston Health Department and any fire/life safety regulations. Tenant shall make all commercially reasonable efforts to cooperate and comply with any and all inspections of the Premises required and/or performed by any City, State or Federal agency and, to the extent within the control of Tenant, shall immediately remedy any deficiencies identified by those agencies.

Tenant hereby acknowledges that Federal funds may be used on the Premises, and if used, Tenant shall comply with all additional Federal laws and regulations applicable to the use and occupancy of the Premises, including, but not limited to, such laws and regulations governing non-discrimination in the providing of services.

The parties acknowledge and agree that Tenant's use of the Premises requires application of and adherence to West Virginia Code § 61-7-11a, along with Tenant's own similar policies and regulations, which make it unlawful for a person to possess a firearm or other deadly weapon on the Premises. As a result, firearms and other deadly weapons are prohibited on the Premises.

B. Prohibitions

Tenant shall not use or occupy the Premises or permit the same to be used or occupied for any purpose or in any manner that:

1. Is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule, or violates any provision of this Lease;
2. May be dangerous to persons or property;
3. May create a nuisance, disturb any the occupants of neighboring properties or injure the reputation of the Premises;
4. Violates any restrictions, rules, or regulations promulgated by City with respect to the Premises or imposed by any covenant or servitude of record;
5. May be deemed hazardous by City due to risk of fire or other event or due to the nature of materials used or stored in or upon the Premises;
6. May cause damage to any of the improvements upon the Premises, ordinary wear and tear excepted;
7. May invalidate any policy or policies of insurance now or hereinafter carried on the Premises by City or that may increase the rate of insurance thereon;

C. Liens; Encumbrances

Tenant shall not mortgage, assign offer as collateral or otherwise encumber its rights under this lease without express, written consent from City for each and every assignment, sublease or encumbrance to each and every party. Consent by City for an encumbrance does not waive City's right to object to any and all subsequent assignments, subleases or encumbrances. City disclaims any claim by a third party to any right, title or interest not in accordance with this Lease.

D. Alterations

1. *Prohibited.* Tenant shall not, without the prior written consent of City, make or cause to be made any alterations, improvements, additions or installations in or to the Premises.
2. *Hold Harmless.* To the fullest extent permitted by law, Tenant shall indemnify and save City harmless from any and all mechanics,' materialmen's and laborers' liens associated with any work performed on the Premises. Before the commencement of any such work, Tenant shall pay the amount of any increases in premiums on insurance policies for which this Lease provides because of policy endorsements necessary to cover the risk during

the course of the work. In addition, if the estimated cost of work shall exceed Five Thousand Dollars (\$5,000.00), Tenant shall on its own or via its building contractor, without cost to City, furnish City, unless City waives the same in writing, a performance bond written by a surety acceptable to City in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of all liens, encumbrances and security interests according to plans and specifications approved in writing by City before the commencement of the work. Tenant agrees to reimburse City for materials and labor required for vandalism repairs and building and equipment repair and replacement for classrooms and kitchen.

E. Use of Premises

The permitted public use for which the Premises are leased is for Tenant's educational program purposes only. Tenant shall have access to Premises from the hours of 6:30 a.m. until 6:00 p.m., Monday through Friday. Access to the Premises at any other times shall be restricted to those hours as may be agreed upon by the Director, for which additional rents, consideration, or other compensation may be required.

Any new programs which require additional space or which change the use of space after execution of this Lease shall be presented to the Director for approval determination at least 30 days prior to the commencement of the program. Tenant further agrees and covenants that it shall provide adult supervision to all of Tenant's program participants during the time that any Tenant programs are in session.

F. Utilities

City shall pay all utilities at the Premises. Tenant understands and is aware that all utilities and services shall be furnished to the Premises by third parties and Tenant covenants and agrees that City shall not be liable or responsible for any damage on account of the failure at any time of the third parties to supply such utilities and services due to strikes, lockouts, boycotts, labor disturbances, accidents, inclement weather or any other causes beyond City's control, or by virtue of any direction, order or regulation of any Federal, State, County, City, or local authority.

G. Insurance

Tenant covenants and agrees that (i) from and after the commencement date of this Lease, Tenant shall carry and maintain at Tenant's sole cost and expense insurance in the amounts and in the forms as specified herein, (ii) Tenant shall provide primary coverage for all such policies, and all such policies shall reflect that Tenant is responsible for all deductibles, and (iii) Tenant shall name the City of Charleston as an additional insured on all its policies for purposes of this Lease and the Insurance and Indemnity provisions herein.

Public Liability Insurance. Tenant shall keep in full force and effect public liability insurance in respect to the use and occupation of the Premises and the indemnity provisions contain herein, naming City as an additional insured, in the amount of One Million Dollars (\$1,000,000.00) per person, One Million Dollars (\$1,000,000) per occurrence on account of personal injury to or death of one or more persons, and Five Hundred Thousand Dollars (\$500,000.00) for each occurrence of Property Damage on the Premises. To accommodate inflation and increases in costs, at the request of City, Tenant shall obtain increased amounts of public liability coverage based on amounts ordinarily obtained by organizations providing similar services.

Tenant's Personal Property. Tenant shall have in full force and effect all risk coverage for the full value of all of Tenant's equipment, trade fixtures, furnishings and all items of personal property which may be in or upon the Premises. City, its employees and agents, shall not be liable for loss of or damage to Tenant's equipment, trade fixtures, goods, furnishings and items of personal property placed in or upon the Premises from accidents, conditions, fire or casualty occurring in, on or about the Premises whether or not due to City negligence.

City's Right to Approve Policies of Insurance. All policies of insurance referred to hereinabove shall be written in such form and by such insurance company or companies satisfactory to City. Tenant shall pay all of the premiums therefor and shall deliver such insurance policies or certificates thereof to City. Each insurer mentioned herein above shall agree, by endorsement on the policy or policies issued to Tenant, or by independent instrument furnished to City, that it will give City thirty (30) days written notice before any policy or policies of insurance are altered or canceled. City shall not unreasonably withhold approval as to the form of such insurance or the insurance company or companies selected by Tenant. The cost of insurance required to be carried by Tenant herein above shall be deemed to be an additional rental hereunder.

H. Taxes

In the event the Premises incur taxes for personal property owned or leased by Tenant, Tenant shall pay all taxes on personal property as the same become due and payable.

I. Assignment; Sublease

Tenant shall not assign or sublet this Lease or any right or privileges hereunder, in whole or in part, without first obtaining the express written consent of City. If Tenant assigns or sublets this Lease without first obtaining the express written consent of City, it shall be considered a breach of this Lease, but shall not relieve Tenant in any way of Tenant's obligations under this Lease.

J. City's Right to inspection

Tenant shall allow City or its employees, agents or representatives free access to the Premises including, but not limited to, the portions of the Premises occupied and used by Tenant, and any improvements thereon, during reasonable hours for the purpose of examining the same to ascertain if the same are in good repair and condition. Moreover, at City's sole will and discretion, City shall have access to the Premises including, but not limited to, the portions of the Premises occupied and used by Tenant to make repairs or alterations to the Premises provided that City does not unreasonably interfere with Tenant's use of the Premises. Such inspection, however, shall in no way obligate City to make any such repairs under this Lease. City shall have the further right to show the Premises including, but not limited to, the portions of the Premises occupied and used by Tenant, and any improvements thereon, to prospective occupants during the period of ninety (90) days before the expiration of the term of this lease.

K. Waiver of Claims and Liability

Assumption of Risk. Tenant hereby assumes all responsibility and legal liability for bodily injury to, and loss of use or destruction of any property of Tenant or any third party, including, but not limited to agents, employees, guests, students, clients, licensees, program participants, invitees, or customers of Tenant caused by or arising out of any defects in or conditions of the Premises or improvements on the Premises now existing or hereinafter existing, including, without limitation, all sidewalks, walkways or parking areas adjacent or appurtenant to the Premises. This paragraph is intended to encompass all defects to or conditions of the Premises or improvements on the Premises and adjacent ways including, but not limited to, those conditions caused by fire, water, explosion, wind, snow, ice or other casualty.

Waiver and Liability. To the full extent permitted by law, Tenant hereby releases and waives all claims against City and its officers, employees and agents, for injury, death or damage to persons, property or business sustained for any reason in and about the Premises by Tenant, its agents, employees, program participants, guests, students, clients, licensees, invitees or customers, other than injury, death, or damage caused by the sole negligence of City, its officers, employees or agents. To the full extent permitted by law and as between Tenant and City, Tenant shall be solely responsible for any and all claims, demands, or actions, together with all costs, expenses and liabilities incurred or in connection with each such claim, demand or action, including without limitation, all reasonable attorneys' fees and expenses, with respect to damage, injury or death made by or on behalf of any person or entity, arising from any act or omission, negligence or willful misconduct of Tenant or of Tenant's principals, officers, agents, contractors, servants, employees, licensees, program participants, and invitees, or arising from or in connection with: (i) the conduct on or management of the Premises or of any business therein by Tenant, or any work or thing whatsoever done by Tenant, or any condition created or caused by the negligence or willful misconduct of Tenant, in or about the Premises, during the term of this Lease; (ii) the willful misconduct or negligence of Tenant or any of its subleasees or licensees or its partners, directors, officers, agents, affiliated entities, employees, program participants, invitees or contractors; (iii) any accident, injury or damage occurring in, at, or upon the Premises resulting from the negligence or willful misconduct of Tenant, regardless of the location in which such damage, injury, or death occurs, including, but not limited to, slips, trips, falls, or other accidents, personal injury or property damage of any kind; and (iv) any breach or default by Tenant in the full and prompt payment and/or performance of any and all Tenant's obligations under this Lease. The obligations of Tenant under this paragraph shall survive termination of this Lease.

L. Nondiscrimination

Tenant shall assure that use of the Premises occupied by Tenant will be open to all, in accordance with federal laws and regulations, state laws and regulations, and Codes and Ordinances of the City (collectively the "Nondiscrimination Laws"), and that all contractors and subcontractors engaged in the construction of any Tenant-owned improvements shall provide an equal opportunity for employment under the Nondiscrimination Laws.

M. Confidentiality

As some space is shared by City, Tenant agrees that, if it may come into contact with any papers or other information relating to City's business, the papers or other information is the property of the City and is to be treated as confidential. Said documents shall neither be copied nor shared with any party.

ARTICLE 4. TERMINATION

A. Termination

City or Tenant may terminate this Lease without cause by giving thirty (30) days written notice of termination to the other party.

This Lease may be earlier terminated for cause by City for any of the following reasons:

1. Upon the breach by Tenant of any covenant or other term or condition of this Lease; provided that City shall provide Tenant with written notice of such breach, and provide Tenant ten (10) days to remedy said breach to the satisfaction of City. No notice of breach by City shall be required for a recurring breach for which Tenant has received a previous notice and period to remedy; or
2. If any warranty or representation made by Tenant is untrue in any material respect ; or
3. Upon Tenant's becoming insolvent or upon commencement under the Bankruptcy Act of any similar proceeding either voluntarily or involuntarily; or
4. If Tenant fails to maintain General Liability insurance as required herein, with the City and its agents as additional insureds, with limits of at least \$1 million.
5. If Tenant fails to use the leased Premises for a public purpose consistent with this Lease.

Upon termination for cause, City may, in addition to its other rights and remedies hereunder, institute a civil action for damages or specific performance and exercise such other rights and remedies as it may have under applicable law.

B. Discontinuance or Abandonment of Proceedings

If any proceeding taken by the City on account of any breach shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the City, then, and in every case, the City and Tenant shall be restored to their former position and rights hereunder, respectively, including any rights and limitations assigned to third parties, and all rights, remedies and powers of the City shall continue as though no such proceeding had taken place.

C. Remedies Cumulative; No Ongoing Waiver

No remedy conferred upon or reserved to the City hereby or now or hereafter existing at law or in equity or by statute, shall be exclusive but shall be cumulative with all others. Such remedies are not mutually exclusive and no election need be made among them, but any such remedy or any combination of such remedies may be pursued at the same time or from time to time so long as all amounts realized are properly applied and credited as provided herein. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient by the City. In the event of any express waiver of a breach hereunder, the parties shall be restored to their former positions and rights hereunder, but no such waiver shall extend to any other or subsequent breach or impair any right arising as a result thereof.

D. Attorneys' Fees and Other Expenses

If, as a result of the breach by Tenant of any covenant or other term or condition of this Lease, City incurs expenses for the enforcement of performance or observance of any obligation or agreement on the part of Tenant, including, but not limited to, reasonable attorney's fees, Tenant will, on demand, reimburse City such reasonable expenses so incurred.

ARTICLE 5. MISCELLANEOUS

A. Personal Property Lien

City hereby reserves to City, a lien against all personal property and improvements brought upon the Premises by Tenant to secure payments of all monetary sums which may become payable under this Lease or incident thereto. Upon Tenant's breach of this Lease, Tenant's personal property shall not be removed by Tenant until such breach is corrected.

B. Force Majeure

City shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease if City fails to timely perform the same due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, fuel shortages, accidents, casualties, acts of law, acts of God, acts caused directly or indirectly by the other party to this Lease, or their agents, employees or invitees, or any other cause beyond the reasonable control of the City.

C. Damage or Destruction of Premises

If the Premises shall be damaged or destroyed during the term of this Lease by fire or other insurable casualty, City

may, at its sole discretion, initiate repairs to restore the same to substantially the condition it was in upon commencement of this Lease. City shall be entitled to collect and receive all insurance proceeds payable by reason of such damage or destruction to the Premises excluding any personality or removable fixtures of Tenant. If, however, the Premises should be damaged or destroyed by any cause so that City shall decide to demolish or to completely rebuild the Premises, City may, within sixty (60) days after such damage or destruction, give Tenant written notice of such decision and thereupon this Lease shall be deemed to have terminated as of the date of such damage or destruction and Tenant shall immediately quit and surrender the Premises to City.

D. Eminent Domain

In the event a taking of the Premises by eminent domain occurs that renders the Premises unusable for Tenant, Tenant shall have the right within ten (10) days after receiving notice of the taking to terminate this Lease by written notice to City of Tenant's intention to terminate.

E. Successors

The terms, conditions, covenants and agreements herein contained shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective personnel, representatives, successors and assigns.

F. No Brokerage Commission

City and Tenant mutually warrant with one another that no real estate broker is entitled to a commission as a result of producing this Lease and that neither party employed or engaged a real estate broker or agent to effectuate this Lease.

G. Notice

All notices to be given hereunder by either party shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, to City and to Tenant at the addresses below:

CITY: Office of the City Manager
Attn: City Manager
City of Charleston
P.O. Box 2749
Charleston, WV 26330

TENANT: Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

ARTICLE 6. INTERPRETATION

A. Governing Law and Consent to Jurisdiction and Venue

This Lease shall be deemed to be executed in The City of Charleston, State of West Virginia, regardless of the domicile of Tenant, and shall be governed by and construed in accordance with the laws of the State of West Virginia.

The parties agree that any and all claims asserted by or against City arising under this Lease, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

B. Construction

1. Severability

If any provision of this Lease is held invalid, the remainder of the Lease shall not be affected thereby and all other parts of this Lease shall remain in full force or effect.

2. Entire Agreement

This Lease, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and is not subject to modification, amendment, qualification or limitation except as expressly provided herein.

3. Amendments and Supplements

This Lease may be amended, changed or modified only by the written agreement of the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, City and Tenant have caused this Lease Agreement to be executed as of the date and year first written above.

CITY OF CHARLESTON

KANAWHA COUNTY BOARD OF EDUCATION

By: _____
DANNY JONES
Its Mayor

By: _____

Print Name: _____

Its: _____

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by DANNY JONES, the mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on Behalf of the municipal corporation.

My commission expires: _____.

Notary Public

{NOTARIAL SEAL}

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of THE KANAWHA COUNTY BOARD OF EDUCATION, for and on behalf of the corporation.

My Commission Expires: _____

{Notarial Seal}

Notary Public

2. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 053-18 be adopted.

Resolution No. 053-18 - Authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with eleven other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one year period starting July 1, 2018, and ending June 30, 2019.

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

That the Mayor is hereby authorized and directed to enter into a Memorandum of Understanding, consistent with Attachment A hereto, with eleven other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT) that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one year period starting July 1, 2018, and ending June 30, 2019.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 053-18 adopted.

MEMORANDUM OF UNDERSTANDING

The following agencies hereby enter into this Memorandum of Understanding (MOU) as of the date this MOU is signed by the agency's representative. The effective date of this MOU is July 1, 2018.

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

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

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

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

The participating agencies agree to the following terms:

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

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

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

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

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

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

5. **AGENCY WITHDRAWAL FROM OR APPLICATION TO MOU:** Participation in the multi-agency investigative efforts of MDENT is voluntary. If a participating agency desires to withdraw from this MOU, written notification of such withdrawal will be provided to each participating agency thirty days prior to withdrawal. Such withdrawal does not absolve the participating agency of any financial responsibilities incurred prior to the withdrawal. Additional agencies wishing to become members of MDENT may do so upon written application to and approval by the Control Board. Such new agencies must execute an addendum agreeing to the terms of the MOU in effect at the time of approval by the Control Board.

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

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

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

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

9. **PUTNAM COUNTY OFFICE:** The Sheriff of Putnam County agrees to provide office space in the Putnam County area for the assigned PCNEU members of MDENT. All costs relating to the provision of that space and operation shall be either

the responsibility of the PCSD or the PCNEU. Notwithstanding paragraph 8 herein, should the PCNEU be dissolved, any funds remaining in accounts that it oversees after all applicable financial responsibilities of the PCNEU have been met, shall be provided to the PCSD. Further, if there are insufficient funds in those accounts to cover the obligations of the PCNEU at the time it is dissolved, they will become the sole responsibility and liability of the PCSD.

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

11. SALARY, BENEFIT, AND OVERTIME REIMBURSEMENT:

- a. Reimbursement to local agencies for officers assigned to MDENT will be made for base salary and benefits as set by the Policy Board, but such reimbursement shall not exceed \$28,000. Unless specifically authorized by grant award, reimbursement will not be made for overtime earned by officers assigned to MDENT.
- b. Federal Agencies will not receive reimbursements, including any reimbursement for salary, benefits, or overtime.
- c. For overtime reimbursement for officers authorized by a grant award, each local agency will be limited to the overtime hours or amounts authorized by the award.
- d. Monies awarded for overtime reimbursement will be distributed upon submission of applicable documentation to the grantee in an amount not to exceed the limit set by the Policy Board.
- e. Any AHIDTA overtime funds awarded for compensation shall be reimbursed in accordance with the policies and guidelines of that program.

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

- a. Forfeitures may be utilized as approved by the Control Board to meet MDENT's stated purpose.
- b. Forfeitures conveyed to local agencies through equitable sharing are to be utilized for law enforcement purposes only, consistent with federal and Policy Board forfeiture guidelines.
- c. The Policy Board sets a required minimum percentage of forfeited funds, less administrative costs, that must be used to cover the day-to-day operations of a drug task force during each grant award period. For the term of this MOU the Policy Board has MDENT's minimum percentage at forty (40) percent. The Policy Board also permits each drug task force to establish a percentage greater than the set minimum. As of January 1, 2003, the Control Board established a minimum of fifty (50) percent of all monies secured as a result of forfeitures, after administrative costs have been removed, be held in the Operating Account to be used for day-to-day operations, with the remaining fifty (50) percent to be distributed among the local agencies as consistent with Paragraph (12)(f) of this MOU.
- d. Real or personal property forfeited to MDENT that cannot be directly used to meet the stated purpose of MDENT will either be sold by an "open bid" process or disposed of in a manner approved by the Control Board in accordance with established federal and Policy Board guidelines for such forfeitures. Any monies secured by the sale of such property will be distributed as set forth in paragraph twelve (12)(f) of this MOU.
- e. The participating Federal Agencies do not to receive any share of assets secured by direct forfeiture or by an "open bid" sale in most state and local cases. In any case where a Federal Agency elects to receive a share of the forfeiture, the Federal Agency will deduct its share from the total forfeiture and the remaining amount will be distributed to MDENT and the participating local agencies consistent with section 12(f) of this MOU.
- f. Forfeited funds shall be distributed as follows:

1. 50% of all forfeited funds, after payment of any administrative costs, shall be deposited in the Operating Fund. The remaining amount will be distributed to each local agency participating at the time of the seizure by dividing the total applicable amount by the number of local agency officers assigned to MDENT at the time of the seizure multiplied by the number of officers each local agency has assigned at the time of the seizure, not including any officers assigned to the Interdiction Team.
2. For seizures made by the Interdiction Team, 50% of all forfeited funds, after payment of any administrative costs, shall be deposited in the MDENT Operating Fund. The remaining amount will be distributed to each local agency which have officers assigned to the Interdiction Team at the time of the seizure by dividing the total applicable amount by the number of officers assigned to the Interdiction Team at the time of the seizure multiplied by the number of officers each local agency has assigned to the Interdiction Team at the time of the seizure.
3. Additionally, during joint interdiction operations conducted between members of MDENT and the PCNEU members of MDENT, after payment of any administrative costs, 50% will be retained by MDENT and 50% will be shared with the PCNEU office of MDENT, regardless of the jurisdiction in which the seizure was conducted (Established at MDENT Board Meeting in May 2014). Of the MDENT share, 50% will be deposited in the MDENT Operating Fund, and the remaining amount will be distributed to each local agency consistent with the guidelines adopted by the Control Board at its December 2010, meeting.

13. PROTOCOL FOR INTERACTION WITH THE NEWS MEDIA:

- a. The Control Board shall set policy and procedures for media releases and/or press conferences.
- b. All media releases shall be made in the name of MDENT. Each release shall name all of the participating agencies.
- c. Unless special circumstances exist, individual MDENT officers will not be identified or photographed.
- d. No information about MDENT operations or individual investigations will be released to the media until approved by the official with applicable prosecutorial authority.
 - i. If jurisdiction involves a federal prosecution, the United States Attorney of the Southern District of West Virginia must approve any release of information to the media.
 - ii. If jurisdiction involves a state prosecution, the Prosecuting Attorney in the county where the case will be prosecuted must approve any release of information to the media.

14. REPLACEMENT/REMOVAL OF OFFICERS ASSIGNED TO MDENT:

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

15. LIABILITY AND INSURANCE OBLIGATIONS:

- a. Each employing agency shall be solely responsible for the negligent acts, omissions, and/or wrongdoing of its officers, whether alleged or established, and for any and all claims of liability related thereto. As between the parties to this MOU, unless otherwise agreed in writing, each employing agency shall be solely responsible for

defending against any claim against its officer, and for payment of any and all resulting fees, costs, or damages related thereto.

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

16. PARTICIPATING AGENCIES: Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

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

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____
Danny Jones
Mayor (City of Charleston)

DATE: _____

16. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____
Michael Y. Rutherford
Sheriff of Kanawha County

DATE: _____

16. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____
Colonel J.L. Cahill
Superintendent WV State Police

DATE: _____

16. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____

Dave Casebolt
Mayor (City of Nitro)

DATE: _____

16. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____

William Cunningham
Mayor (City of Dunbar)

DATE: _____

16. Effective July 1, 2018 the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____

Scott James
Mayor (City of St. Albans)

DATE: _____

16. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____
Frank Mullens
Mayor (City of South Charleston)

DATE: _____

16. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____

Mike Stewart U. S. Attorney
U.S. Attorney, Southern District of WV

DATE: _____

17. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

18. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for such obtained funding will serve to extend this agreement.

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

BY: _____

DATE: _____

Alcohol, Tobacco, and Firearms

16. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____
Steve DeWeese
Sheriff of Putnam County

DATE: _____

16. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____
Scott Edwards
Mayor (City of Hurricane)

DATE: _____

16. Effective July 1, 2018, the Task Force was composed of 23 officers as follows:

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

These officers will work directly with the agents from the Charleston area offices of the federal agencies.

17. That for the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2018, through June 30, 2019. Subsequent, contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

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

BY: _____

DATE: _____

Federal Bureau of Investigation

3. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 054-18 be adopted.

Resolution No. 054-18 - Authorizing the Mayor or City Manager to sign a grant application to the West Virginia State Police Committee on Drunk Driving Prevention for funds in the amount of \$15,000 providing for DUI Checkpoints and road patrols by the Charleston Police Department.

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

That the Mayor or City Manager to sign a grant application to the West Virginia State Police Commission on Drunk Driving Prevention for funds in the amount of \$15,000 providing for DUI Checkpoints and road patrols by the Charleston Police Department.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 054-18 adopted.

4. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 055-18 be adopted.

Resolution No. 055-18 - Authorizing the Mayor or City Manager to enter into an Agreement with West Virginia Paving, Inc., in the amount of \$1,526,920.00, for the City's Street Paving Project – 2018.

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

That the Mayor or City Manager is hereby authorized and directed to enter into an Agreement with West Virginia Paving, Inc., in the amount of \$1,526,920.00, for the City's Street Paving Project – 2018.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 055-18 adopted.

5. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 056-18 be adopted.

Resolution No. 056-18 - Authorizing the Mayor or City Manager to enter into an Agreement with Insight Pipe Contracting, LLC in the amount of \$192,229.00 for the City's CIPP Lining Project.

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

That the Mayor or City Manager is hereby authorized and directed to enter into an Agreement with Insight Pipe Contracting, LLC in the amount of \$1,92,229.00 for the City's CIPP Lining Project.

That the Mayor or his designee is hereby authorized and directed to submit an application to the West Virginia Department of Homeland Security for a grant in the amount of \$44,550.00 to provide crowd control equipment such as helmets, gas masks, utility uniforms and boots for the Charleston Police Department.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 056-18 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. 057-18 be adopted.

Resolution No. 057-18 - Authorizing the Finance Director to make a refund to Pow Glass Construction Inc. in the amount of \$21,729.26 for overpayment of Business & Occupation taxes for the 2nd quarter 2017. The Taxpayer erroneously paid taxes to the City of Charleston that was not owed. The refund has been validated by the Auditing Division of the City Collector's Office.

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

That the Finance Director is hereby authorized and directed to make a refund to Pow Glass Construction Inc. in the amount of \$21,729.26 for overpayment of Business & Occupation taxes for the 2nd quarter 2017. The Taxpayer erroneously paid taxes to the City of Charleston that was not owed. The refund has been validated by the Auditing Division of the City Collector's Office.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 057-18 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. 058-18 be adopted.

Resolution No. 058-18 - Authorizing the Mayor or City Manager to sign a grant application to the Cities of Service, Love Your Block Program 2018 for funds in the amount of \$25,000.00 providing for two AmeriCorps VISTA members services and consulting services in order award mini grants for initiatives such as Neighborhood Cleanups, Transforming Vacant Lots, Rehabilitant abandoned properties, and Educational Outreach for homeowners. This grant does not require a match.

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

That the Mayor or City Manager to sign a grant application to the Cities of Service, Love Your Block Program 2018 for funds in the amount of \$25,000.00 providing for two AmeriCorps VISTA members services and consulting services in order award mini grants for initiatives such as Neighborhood Cleanups, Transforming Vacant Lots, Rehabilitant abandoned properties, and Educational Outreach for homeowners. This grant does not require a match.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 058-18 adopted.

8. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 059-18 be adopted.

Resolution No. 059-18 - Authorizing the City Manager or his designee to enter into a Memorandum of Understanding (MOU) with Prestera Centers for Mental Health Services, Thomas Health Systems, Highland Health, and Charleston Comprehensive Treatment Center, consistent with Attachment A hereto, and to execute necessary HIPAA compliant Business Associate Agreements between the parties to the MOU, all for the purpose of establishing and operating an overdose Quick Response Team (“QRT”) in the City of Charleston.

WHEREAS, over the last decade, the number of opioid overdoses and overdose deaths reported each year within the city limits of the City of Charleston has increased rapidly with Kanawha County reporting the second highest number of overdose deaths in the state for 2017; and

WHEREAS, the parties to the MOU applied for and were awarded a grant from the West Virginia Department of Health and Human Resources for the express purpose of funding a “QRT” to provide outreach and intervention support within 72 hours of an overdose event to individuals who have received opioid antagonist rescue or other lifesaving intervention with the goals of a) encouraging enrollment in addiction treatment; b) effectuating long-term recovery; and c) reducing the number of overdose deaths;

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

That the City Manager or his designee is hereby authorized and directed to enter into a Memorandum of Understanding, with Prestera Centers for Mental Health Services, Thomas Health Systems, Highland Health, and Charleston Comprehensive Treatment Center, consistent with Attachment A hereto, and is further authorized and directed to execute necessary HIPAA compliant Business Associate Agreements between the parties to the MOU, all for the purpose of establishing and operating a Quick Response Team in the City of Charleston.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 059-18 adopted.

MEMORANDUM OF UNDERSTANDING for THE CHARLESTON QUICK RESPONSE TEAM

This Memorandum of Understanding (MOU) is entered into by and between the following Parties: 1) The City of Charleston and its Police and Fire Departments; 2) Pretera Centers for Mental Health Services; 3) Thomas Health Systems; 4) Highland Health; and 5) Charleston Comprehensive Treatment Center.

WHEREAS, the City of Charleston is a municipal corporation organized and existing under the laws of the State of West Virginia and located in Kanawha County, West Virginia; and

WHEREAS, over the last decade, the number of opioid overdoses and overdose deaths reported each year within the city limits of the City of Charleston has increased rapidly with Kanawha County reporting the second highest number of overdose deaths in the state for 2017; and

WHEREAS, the Charleston Police Department ("CPD") is a department of the City of Charleston with specific legal responsibilities for maintaining the safety and security of residents of Charleston; and

WHEREAS, the Charleston Fire Department ("CFD") is a department of the City of Charleston whose EMTs and paramedics respond to emergency situations in the City of Charleston through the provision of transport and evaluation by trained emergency medical responders; and

WHEREAS, the City of Charleston through its CPD and CFD provides the first responders that must respond to emergencies involving substance abuse and overdoses; and

WHEREAS, Pretera Centers for Mental Health Services ("Pretera"), Thomas Health ("Thomas"), Highland Health ("Highland") and the Charleston Comprehensive Treatment Center ("CCTC") are duly licensed, local mental health agencies providing substance abuse treatment, including opioid addiction treatment, to the City of Charleston; and

WHEREAS, the Parties applied for and were awarded a grant from the West Virginia Department of Health and Human Resources for the express purpose of funding a Quick Response Team ("QRT") to provide outreach and intervention support within 72 hours of an overdose event to individuals who have received opioid antagonist rescue or other lifesaving intervention (the "target population"), with the goals of a) encouraging the target population to enroll in addiction treatment; b) effectuating long-term recovery among the target population; and c) reducing the number of overdose deaths;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

A. *Definitions.* The following words, terms, and phrases, when used in this MOU shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

1. *Employing agency.* The agency that hired and pays the applicable salary and benefits of the person assigned to the QRT.

2. *Participant.* A person receiving the services of the QRT.

B. *Purpose.* The goal of the QRT is to reduce the number of overdoses in the City of Charleston, to reduce the number of recurrent overdoses, and to increase the number of persons engaged in post-overdose treatment and recovery. A secondary purpose of the QRT will be to collect data to provide ongoing monitoring and evaluation of the QRT program, and to provide reliable information to policy makers to address the needs of the local community and to implement new programs or change existing programs to better intervene in the drug crisis in Charleston.

C. *Participation.* Participation by the Parties in the QRT program is voluntary and should a Party wish to withdraw from this MOU, written notification of this decision will be provided to the other Parties at least thirty (30) days prior to withdrawal. Such withdrawal does not absolve the Parties of any financial responsibilities incurred prior to the withdrawal.

D. *QRT Oversight Team.* There shall be a QRT Oversight Team which shall meet on a regular basis as determined by consensus among the members. The QRT Oversight Team will be responsible for developing necessary and appropriate policies for the purpose of supporting the efficient operation of the QRT, and will collaboratively address any needs or problems of the QRT on an ongoing basis. Each of the following shall designate a representative to participate on the QRT Oversight Team and attend meetings:

West Virginia DHHR Office of Drug Control Policy;

Kanawha-Charleston Health Department;

Prestera Centers for Mental Health Services;
Thomas Health;
Highland Health;
Charleston Comprehensive Treatment Center;
Charleston Fire Department;
Charleston Police Department;
City of Charleston administration.

E. *QRT providers and responsibilities.*

1. Recovery/treatment provider – The recovery/treatment providers include Prestera, Thomas, Highland, and CCTC. One recovery/treatment provider will serve with the QRT at a time, but they will represent the offerings of all treatment centers. Recovery/treatment providers will assess the Participant’s level of need to identify the appropriate level of care to best meet the Participant’s needs and will provide the Participant with information regarding access to and descriptions of care. Recovery/treatment provider will follow up with Participants regarding their engagement in recovery and treatment programs.

2. Medical care provider – The medical care provider will be an employee of the City of Charleston Fire Department either as an EMT or a Paramedic. The medical care provider will be responsible for the administration of naloxone if necessary, and to answer any medical questions the Participant has related to an overdose, or other more general medical questions related to addiction.

3. Law enforcement provider – The law enforcement provider will be an employee of the City of Charleston Police Department. The law enforcement provider will dress in plain clothes and provide additional security for the QRT. The law enforcement provider may also answer any general questions Participants may have related to criminal activity.

4. QRT Coordinator – The QRT Coordinator will coordinate the activities of the QRT members including scheduling, tracking and assigning referrals, data management, reporting, and the day-to-day administration of the QRT.

F. *Fiscal Agent and Administration of Funds.* Prestera will be the fiscal agent for the QRT and shall receive funds awarded through grants or other funding sources. The Parties shall cooperate with Prestera concerning the administration of funds awarded to the QRT and any obligations imposed by any funding source. Prestera shall be responsible for the reimbursement to the other Parties for personnel costs and shall be responsible for the purchase of any real property necessary for the operation of the QRT. The Parties will cooperate with Prestera to establish a process for tracking and reporting working hours of personnel assigned to the QRT in order to secure reimbursement from Prestera.

G. *Liability.* Each employing agency shall be solely responsible for the negligence, act(s), omission(s), and/or wrongdoing, whether alleged or established, of its own employee(s), and for any and all claims of liability related thereto, and, as between the parties to this MOU, unless otherwise agreed in writing, each employing agency shall be solely responsible for defending against any such claim and for payment of any and all civil liability as defined herein.

Unless otherwise agreed, no employing agency shall be responsible for defending against or paying any civil liability arising out of negligence, act(s), omission(s), and/or wrongdoing of personnel assigned to the QRT from another employing agency. For the purpose of this MOU, civil liability includes, but is not limited to, damages of any kind, attorney’s fees, and any and all costs and/or expenses incident to any civil lawsuit or administrative claim filed by any person, business, corporation, partnership, organization, or government entity, or otherwise related to any administrative or judicial proceeding, finding, judgment, or settlement in compromise of any claim.

The employing agencies to this MOU agree that each person assigned to the QRT is solely an employee of his or her employing agency. The parties to this MOU further agree that each employing agency shall be solely responsible for providing workers compensation coverage and unemployment coverage to each and every person assigned to the QRT by that employing agency.

Each employing agency shall maintain liability insurance (at least \$1,000,000) sufficient to satisfy the above liability provisions related to claims arising from the alleged negligence, act(s), omission(s), and/or wrongdoing of its employees assigned to the QRT, and shall include coverage for damage to vehicles and claims resulting from the operation thereof, regardless of which agency actually owns the vehicle. In other words, and by example only, each agency shall be responsible for insuring, defending against and paying every claim or civil liability arising out of the conduct of its

employee, regardless of where the incident giving rise to the claim or civil liability arose and regardless of who owns the vehicle or equipment involved.

As between the Parties, the employing agency of any employee assigned to the QRT will be solely responsible for any damage to property caused by that employee's intentional or other conduct which results in any denial of insurance coverage.

H. *Media Contact* The QRT Oversight Team will set policy and procedures for media releases and/or press conferences. All media releases shall be made in the name of the QRT and shall name all Parties.

I. *Amendments*. Any amendment to this MOU shall be made in writing and shall be executed by all Parties.

J. *Term*. Subject to the funding for the QRT, this MOU shall take effect on June 1, 2018, and continue until terminated by agreement of the Parties.

K. *Assignment*. Notwithstanding any provision of this MOU, no Party may assign or transfer any of the rights and privileges granted hereunder without the approval of the QRT Oversight Team, and the other Parties hereto, which approval shall not be unreasonably withheld.

L. *Choice of Law, Dispute Resolution, and Venue*. This Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. If the parties cannot resolve the matter through negotiation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.

M. *Severability*. In the event that any of the provisions of this Agreement are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

N. *Conflicts of law*. If there is a conflict between the provisions of this Agreement and any laws, whether federal, state, or city, including all future laws and ordinances, the contract provision will be superseded by any such law.

O. *Notices*. Notice pursuant to this MOU shall be in writing and addressed as follows:

For Pretera Centers for Mental Health Services:

Karen Yost

Pretera Center for Mental Health Services

5600 U.S. Rt. 60E

Huntington, WV 25707

For Thomas Health Systems:

Joe Deegan

Thomas Health Systems

4605 MacCorkle Ave SE

South Charleston, WV 25309

For Highland Health;

Dr. Kiran Deveraj

Highland Hospital

300 56th Street SE

Charleston, WV 25304

For Charleston Comprehensive Treatment Center;
Genise Lalos
Charleston Comprehensive Treatment Center
2157 Greenbrier Street
Charleston, WV 25311

For Charleston Fire Department;
Chief Robert Sutler III
Charleston Fire Department
808 Virginia Street West
Charleston, WV 25302

For Charleston Police Department;
Chief Steve Cooper
City of Charleston Police Department
501 Virginia Street E
Charleston, WV 25301

For City of Charleston administration;
Paul Ellis
City Attorney of Charleston
501 Virginia Street E
Charleston, WV 25301

P. *Counterpart signatures.* This MOU may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized.

Pretera Centers for Mental Health Services

By: _____

Its: _____

Thomas Health Systems

By: _____

Its: _____

Highland Health

By: _____

Its: _____

Charleston Comprehensive Treatment Center

By: _____

Its: _____

City of Charleston (on behalf of the City, and its Fire and Police Department)

By: _____

Its: _____

9. Your committee on Finance has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7754 Committee Substitute be adopted.

Bill No. 7754 Committee Substitute - A BILL authorizing the acceptance of property at the end of Blackwell Drive, as more fully described in Exhibit A hereto (the "Property"), from Mary Stanley as a donation without monetary consideration.

WHEREAS, Mary Stanley is owner of the Property in the North Charleston area of Charleston, as more fully described in Exhibit A hereto; and

WHEREAS, the City of Charleston ("City") is the owner of adjacent property in North Charleston known as the "Blackwell Property"; and

WHEREAS, the Charleston Land Trust ("Land Trust"), an agency of the City of Charleston created by ordinance, is charged with managing and maintaining "public trust lands" for preservation of green space and woodlands, and promoting the preservation of scenic green space areas; and

WHEREAS, the Land Trust and the City wish to add the property now owned by Mary Stanley to the Blackwell Property for the public's recreational use;

THEREFORE, Be It Resolved By The Council Of The City Of Charleston, West Virginia that:

The acceptance of property located at the end of Blackwell Drive, as more fully described in Exhibit A hereto, from Mary Stanley as a charitable contribution and donation is hereby authorized and the Mayor is hereby authorized to execute any documents necessary to effect the acceptance of the property by the City.

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

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

NAYS: NONE

ABSENT: Clowser, Ealy

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7754 Committee Substitute passed.

EXHIBIT A

THIS DEED, Made and entered into this day of , 2017,

by and between MARY STANLEY, party of the first part, and the CITY OF

CHARLESTON, WEST VIRGINIA, party of the second part;

WITNESSET H:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the party of the first part does hereby GRANT AND CONVEY unto the party of the second part, that certain unimproved lot of real estate, situate in the City of Charleston, Charleston North Tax District, Kanawha County, West Virginia, being described as follows:

All of Lot One Hundred Eighty-Eight (188) and a small triangular part of Lot One Hundred Eighty-Seven (187) adjoining the same, as shown on a map entitled "Map Showing Supplement #3 to Revised Map of Woodward Woods Add'n., Charleston District, Kanawha County, W. Va.", dated September 1947, made by John W. Child, Engineer, and of record in the in the Office of the Clerk of the County Commission of Kanawha County, West Virginia in Photostatic Map Book 13, page 4, the portion of Lot 187 hereby conveyed being a triangular [area] from the northerly side thereof, bounded on the North by Lot 188, bounded on the East by the westerly line of Blackwell Drive, and bounded on the South by a line extending from an iron pin marking the rear common corner of Lots 187 and 188, S. 59. 11'E. 83 feet to an iron pin in the westerly line of Blackwell Drive; reference to said map being here made for further description of said real estate.

This parcel is shown on the Kanawha Assessor's Charleston North Tax Map 82, as Parcel 44, Account Number 06662211.

The property hereby conveyed is the same property that was conveyed by Annie Mae Taylor to Mary Stanley, by deed dated September 12, 2017, of record in the said Clerk's office in Deed Book 2981, at page 698.

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 MityLight in the amount of \$422,055.75, for purchase of Stackable Seats and Storage/Moving Carts as part of the Civic Center Expansion and Renovation Project. Bids submitted by The Seating Shoppe, Inc, MTS Seating and Seating Specialties Inc, did not meet the required bid specifications.

To be charged to Account No. 216-979-01-000-4-460, Civic Center – Capital Outlay, Furniture, Fixtures & Equipment

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.

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 State Equipment Inc. in the amount of \$45,209.00, for purchase of (one) 1 Kubota L47 Tractor Loader Backhoe to be used by the Public Grounds Department.

To be charged to Account No. 001-975-00-567-4-459, Public Grounds, c/o Equipment Lease Purchase, PNC Schedule 210052000

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.

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.

A bid submitted by Stephens Auto. in the amount of \$58,968.00, for purchase of (one) 2019 Ford F-350 to be used by the Construction Department. The lowest bid submitted by Thornhill Ford did not meet bid specifications.

To be charged to Account No. 001-975-50-412-4-459, Construction, Capital Outlay Equipment Lease Purchase, PNC Schedule 210052000

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.

13. 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.

Your Committee on Finance has had under consideration:

A bid submitted by West Virginia Tractor Company in the amount of \$ 667,525.00, for purchase of (five) New Way Cobra International 7400 Packer Trucks to be used by the Refuse Department. The lowest bid was not chosen due to the delivery window being substantially longer.

To be charged to Account No. 001-978-00-800-4-459, Refuse, Capital Outlay Equipment Lease Purchase, PNC Schedule 21005200

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.

14. 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.

Your Committee on Finance has had under consideration:

A bid submitted by Stephens Auto Center in the amount of \$41,734.00, for purchase of (one) 2019 Ford F-350 One-Ton Flatbed Truck to be used by the Street Department

To be charged to Account No. 001-977-00-750-4-459, Street Department, Capital Outlay Equipment Lease Purchase, PNC Schedule 21005200

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.

15. 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 proposal submitted by Physio-Control Inc. in the amount of \$52,190.40 for purchase of LIFEPAK 15 LUCAS 3.0 Chest Compression System plus accessories to be used by the Charleston Fire Department. This is a sole source vendor and is the only licensed provider of these products.

To be charged to Account No. 001-976-00-706-4-459, Fire, Capital Outlay Equipment

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.

REPORTS OF OFFICERS

1. City of Charleston, WV – Financial Statements, for the ten-month period ending April 30, 2018
Received and Filed.
2. City Treasurer’s Report to City Council Month Ending April 30, 2018.
Received and Filed.

NEW BILLS

Introduced by Councilmember Bobby Reishman and Andy Richardson on May 21, 2018:
Bill No. 7783 - A Bill amending the Code of the City of Charleston related to the rates for parking in municipal parking buildings, and fines for overtime parking meters.
Refer to Parking Committee and Finance Committee.

UNFINISHED BUSINESS

1. Bill No. 7780 – A BILL amending and re-enacting Chapter 78, Article V, Division 5, Sections 78-381, 78-383, and 78-397 of the Code of the City of Charleston to legalize the possession of hypodermic needles and hypodermic syringes being used as drug paraphernalia for illegal drug use.

Councilmember Harrison moved to adopt the Bill.

Councilmember Snodgrass moved to Table Bill No. 7780.

With a majority of members elected recorded thereon as voting in the affirmative with one NAY of Harrison, the Mayor declared Bill No. 7780 tabled.

ADJOURNMENT

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

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

NAYS: NONE

ABSENT: Clowser, Ealy

At 7:32 p.m., by a motion from Councilmember Harrison, Council adjourned until Monday, June 4, 2018, at 7:00 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

JB Akers, City Clerk