



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

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Monday, October 17, 2016

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 October on the 17th day, in the year 2016, and was called to order by the Honorable Mayor, Danny Jones. The invocation was delivered by Councilman Richardson and the Pledge of Allegiance was led by Council Lady Davis. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

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

**CLOWSER
FAEGRE

PERSINGER
SALISBURY
SNODGRASS**

**CEPERLEY
DAVIS
HAAS

MINARDI
REISHMAN
SLATER
STEELE
MAYOR JONES**

With twenty-two 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. Jason Webb requested that the City's Urban Deer Hunt consider allowing hunting on Sundays.

CLAIMS

1. A claim of Lisa Burge, , Charleston, WV;
Alleges personal injury.
Refer to City Solicitor.
2. A claim of Melissa Carte, 1882 Sugar Creek Drive, Charleston, WV;
Alleges damage to personal property.
Refer to City Solicitor.

COMMUNICATIONS

1.

**TO: JAMES AKERS
CITY CLERK**
**FROM: DANNY JONES
MAYOR**
RE: CIVIC CENTER BOARD
DATE: OCTOBER 17, 2016

I recommend that Mary Jean Davis, 1527 Dogwood Road, Charleston, WV 25314, be reappointed to the Civic Center Board, with a said term to expire June 22, 2020.
I respectfully request City Council’s approval of this recommendation.
DJ/dmp

Received and Filed.

2.

**TO: JAMES AKERS
CITY CLERK**
**FROM: DANNY JONES
MAYOR**
RE: CIVIC CENTER BOARD
DATE: OCTOBER 17, 2016

I recommend that John Cavacini, P O BOX 7118, Cross Lanes, WV 25314, be reappointed to the Civic Center Board, with a said term to expire June 22, 2020.
I respectfully request City Council’s approval of this recommendation.
DJ/dmp

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

3.

**TO: JAMES AKERS
CITY CLERK**
**FROM: DANNY JONES
MAYOR**
RE: CIVIC CENTER BOARD
DATE: OCTOBER 17, 2016

I recommend that David Wallace, P O BOX 787, Charleston, WV 25323, be reappointed to the Civic Center Board, with a said term to expire June 22, 2020.

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

DJ/dmp

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

REPORTS OF COMMITTEES

COMMITTEE ON URBAN RENEWAL

1. Your committee on Urban Renewal has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7708 do pass.

Bill No. 7708: A Bill approving a certain modification of the West Side Community Renewal Plan for the City of Charleston, West Virginia with respect to adjusting the boundary of the plan.

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

1. City Council finds that:
 - a. The Charleston Urban Renewal Authority has recommended a certain modification of the West Side Community Renewal Plan for the City of Charleston, West Virginia;
 - b. A general plan known as the Comprehensive Plan for the City of Charleston has been adopted by City Council and is recognized and used as a general guide for the development of the city;
 - c. The Municipal Planning Commission of the City of Charleston has submitted to the Charleston Urban Renewal Authority its findings concerning the conformity of the proposed modification with the Comprehensive Plan for the City;
 - d. City Council has duly considered the findings of the Municipal Planning Commission; and
 - e. Section “F” of said West Side Community Renewal Plan previously approved by City Council, provides that the Plan may be changed from time to time in compliance with the requirements of law.
2. The proposed modification of the West Side Community Renewal Plan which is set forth in the following section of this ordinance is hereby found to be consistent with the goals, objectives, plans and priorities established by the Comprehensive Plan.
3. Section A.2 is hereby amended as follows:

Beginning at the northeast corner of the intersection of Kanawha Boulevard right-of-way and the right-of-way of Hunt Avenue and proceeding northerly along the westerly right-of-way of Hunt

Avenue 1800 feet to a point being the northeast corner of parcel 443 West Charleston tax map No. 20; 1632 feet to point being the northeast corner of parcel 119.1 West Charleston tax map No. 20; Thence proceeding southeast on the northerly right-of-way of 6th Street 558 feet to a point of intersection of Sixth Street right-of-way and Russel Street right-of-way; Thence proceeding northeast on the northerly right-of-way of Russel Street 315 feet to a point of intersection of Russel Street right-of-way and Seventh Street right-of-way; Thence proceeding southeast on the northerly right-of-way of Seventh Street 865 feet to a point of intersection of Seventh Street right-of-way and Park Avenue right-of-way; Thence proceeding northeast on the northerly right-of-way of Park Avenue 80 feet to a point of intersection of Park Avenue right-of-way and Virginia Street right-of-way; thence proceeding southeast on the southerly side of the CSX Railroad right-of-way 1200 feet to a point on the westerly right-of-way of Virginia Street and northeast corner of Parcel 447 West Charleston Tax Map No. 21; thence proceeding southeast of the westerly right-of-way of Virginia Street 135 feet to a point of intersection of Virginia Street right-of-way and Park Avenue right-of-way; thence proceeding northeast along the northerly right-of-way of Park Avenue 198 feet to a point of intersection of Park Avenue right-of-way and Madison Street right-of-way; thence proceeding easterly on the southerly side of the CSX Railroad right-of-way 1572 feet to a point on the westerly right-of-way of Lee Street West and the northeast corner of Parcel 196 West Charleston Tax Map No 22; thence proceeding southeast along the westerly right-of-way of Lee Street West 732 feet to a point of intersection of Lee Street West right-of-way and Maryland Avenue right-of-way; thence proceeding northeast along the northerly right-of-way of Maryland Avenue 533 feet to a point on the westerly right-of-way of Maryland Avenue and the southeast corner of Parcel 344 West Charleston Tax Map No. 15; thence proceeding easterly on the southerly side of the CSX Railroad right-of-way 590 feet to a point on the southwest corner of Parcel 168 West Charleston Tax Map No. 15; thence proceeding northwest along the northerly property line of Parcel 23, 152 feet to a point of intersection of the northeast corner of Parcel 23 West Charleston Tax Map No. 15; thence proceeding southwest along the westerly property line of Parcel 23, 71 feet to a point of Intersection of the westerly property line of Parcel 23 and the easterly right-of-way of Alley and at the southeast corner of Parcel 22 West Charleston Tax Map No. 25; thence proceeding northwest along the right-of-way of Alley 110 feet to a point along the right-of-way of the alley and at the northwest corner of Parcel 20 West Charleston Tax Map No. 22; thence proceeding northwest along the right-of-way of the alley 115 feet to a point of intersection of the right-of-way of the Alley and the easterly right-of-way of Greendale Drive and at the northwest corner of Parcel 16 West Charleston Tax Map No. 22; thence proceeding northwest 150 feet crossing the right-of-way of Greendale Drive to a point of intersection of the westerly right-of-way of Greendale Drive and the northeast corner of Parcel 121 West Charleston Tax Map No. 22; thence proceeding northwest along the northerly properly line of Parcel 121, 147 feet to a point of intersection of the northwest corner of Parcel 121 and the easterly right-of-way of Chester Road; thence proceeding southwest along the westerly property line of Parcel 121, 205 feet to a point of intersection on the southwest corner of Parcel 121 and the northerly right-of-way of West Washington Street; thence proceeding northwest along the northerly right-of-way of West Washington Street 3356 feet to

a point of intersection of West Washington Street right-of-way and the southwest corner of Parcel 492.1 West Charleston Tax Map No. 11; thence proceeding westerly across West Washington Street 63 feet to a point of intersection of West Washington Street and Russell Street and at the northeast corner of Parcel 258 West Charleston Tax Map No. 11; thence proceeding southwest along the westerly right-of-way of Russell Street 162 feet to a point of intersection of Russell Street and Alley near the northeast corner of Parcel 261 West Charleston Tax Map No. 11; thence proceeding northwest along the right-of-way of the Alley 433 feet to a point of intersection of the right-of-way of Alley and the westerly right-of-way of Hunt Avenue and the northwest corner of Parcel 273 West Charleston Tax Map No. 11; thence proceeding northwest across Hunt Avenue 52 feet to a point along the westerly right-of-way of Hunt Avenue and the northeast corner of Parcel 234 West Charleston Tax Map No. 11; thence proceeding northwest along the northerly property line of Parcel 234, 152 feet to a point of intersection of the westerly right-of-way of Adams Street and near the southwest corner of Parcel 228 West Charleston Tax Map No. 11; thence proceeding southwest along the westerly right-of-way of Adams Street 45 feet to a point of intersection of the westerly right-of-way of Adams Street and the right-of-way of Alley and at the southeast corner of Parcel 189 West Charleston Tax Map No. 11; thence proceeding northwest along the right-of-way of Alley 645 feet to a point of intersection of the right-of-way of Alley and the westerly right-of-way of Florida Street and near the southeast corner of Parcel 427 West Charleston Tax Map No. 10; thence proceeding southwest along the westerly right-of-way of Florida Street 82 feet to a point of intersection of the westerly right-of-way of Florida Street and the right-of-way of Alley and at the northeast corner of Parcel 428 West Charleston Tax Map No. 10; thence proceeding northwest along the right-of-way of Alley 615 feet to a point of intersection of the right-of-way of the Alley and the easterly right-of-way of Bream Street and at the northwest corner of Parcel 443 West Charleston Tax Map No. 10; thence proceeding northeast along the westerly right-of-way of Bream Street 44 feet to a point of intersection of the easterly right-of-way of Bream Street and the right-of-way of the Alley and at the northeast corner of Parcel 336 West Charleston Tax Map No. 10; thence proceeding northwest along the right-of-way of the Alley 524 feet to a point of intersection of the easterly right-of-way of Stockton Street and at the northwest corner of Parcel 348 West Charleston Tax Map No. 10; thence proceeding northwest crossing the Stockton Street right-of-way 49 feet to a point of intersection of the westerly right-of-way of Stockton Street and the right-of-way of the Alley and near the northeast corner of Parcel 246 West Charleston Tax Map No. 10; thence proceeding northwest along the right-of-way of the Alley 762 feet to a point of intersection of the right-of-way of the Alley and the easterly right-of-way of Patrick Street and the northwest corner of Parcel 267 West Charleston Tax Map No. 3 10; thence proceeding southwest along the westerly right-of-way of Patrick Street 132 feet to a point of intersection of the westerly right-of-way of Patrick Street and the right-of-way of Seventh Avenue and the southeast corner of Parcel 161 West Charleston Tax Map No. 3 10; thence proceeding northwest along the northerly right-of-way of Seventh Avenue 140 feet to a point along the northerly right-of-way of Seventh Avenue and the southeast corner of Parcel 162 West Charleston Tax Map No. 3 10; thence proceeding northwest along the easterly property line of Parcel 162 West Charleston Tax Map No. 3, 212 feet

to a point near the northeast corner of Parcel 162 West Charleston Tax Map No. 3 10; thence proceeding northwest along the northerly property line of Parcel 162 and the right-of-way of the Alley 345 feet to a point of intersection of the right-of-way of the Alley and the easterly right-of-way of Rebecca Street and the northwest corner of Parcel 166 West Charleston Tax Map No. 3 10; thence proceeding southwest along the easterly right-of-way of Rebecca Street 220 feet to a point of intersection of the easterly right-of-way of Rebecca Street and the right-of-way of Seventh Avenue and the northeast corner of Parcel 72 West Charleston Tax Map No. 9; thence proceeding northwest along the westerly right-of-way of Seventh Avenue 615 feet crossing the right-of-way of Iowa Street to a point of intersection of the right-of-way of Seventh Avenue and the Kanawha Two Mile Creek; 534 feet to a point of intersection on the northerly right-of-way of Seventh Avenue and the southeast corner of Parcel 3 West Charleston Tax Map No. 9; thence proceeding northeast along the easterly property line of Parcel 3 West Charleston Tax Map No. 9 130 feet to a point at the northeast corner of Parcel 3 West Charleston Tax Map No. 9; thence proceeding northwest along the northerly property line of Parcel 3 West Charleston Tax Map No. 9 166 feet to point along the southerly right-of-way of Kanawha Two Mile Creek; thence proceeding southwest along the southerly right-of-way of Kanawha Two Mile Creek 1660 1950 feet to a point of intersection on the southwest corner of Parcel 42 West Charleston Tax Map No. 9 and northerly of the CSX Railroad right-of-way; thence proceeding southeast along the northerly right-of-way of the CSX Railroad right-of-way crossing the Iowa Street right-of-way 1600 feet to a point of intersection of Oregon Street and at the southeast corner of Parcel 141 West Charleston Tax Map No. 9; 2172 feet to a point of intersection of the northerly right-of-way of the CSX Railroad and the easterly right-of-way of Patrick Street and the southeast corner of Parcel 316 West Charleston Tax Map No. 10; thence proceeding northeast along the westerly right-of-way of Oregon Street 332 feet to a point of intersection of the right-of-way of Oregon Street and the right-of-way of Fifth Avenue and the northwest corner of Parcel 217 West Charleston Tax Map No. 9; thence proceeding southeast along the southerly right-of-way of Fifth Avenue 440 feet to a point of intersection of the right-of-way of Fifth Avenue and the right-of-way of Patrick Street and the northeast corner of Parcel 219 West Charleston Tax Map No. 9; thence proceeding southwest across Patrick Street crossing the CSX Railroad right-of-way 412 feet to a point of intersection of the right-of-way of Patrick Street and the right-of-way of Fourth Avenue and at the southwest corner of Parcel 1 West Charleston Tax Map No. 10; thence proceeding southwest along the easterly right-of-way of Patrick Street 290 1222 feet to a point of intersection of the right-of-way of Patrick Street and the right-of-way of Third Avenue and the southwest corner of Parcel 53 West Charleston Tax Map No. 10; and the northerly right-of-way of Kanawha Boulevard at the southwest corner of Parcel 126 West Charleston Tax Map No. 23; thence proceeding southerly along the easterly right-of-way of Kanawha Boulevard 410 feet to a point of intersection of the right-of-way of Kanawha Boulevard and the right-of-way of Second Avenue and the northwest corner of Parcel 130 West Charleston Tax Map No. 20; thence proceeding southeast along the southerly right-of-way of Second Avenue 520 feet to a point of intersection of the right-of-way of Second Avenue and the right-of-way of Stockton Street and the northeast corner of Parcel 131 West Charleston Tax Map No. 20; thence proceeding

southwest along the westerly right-of-way of Stockton Street 512 feet to a point of intersection of the right-of-way of Stockton Street and the right-of-way of Kanawha Boulevard; thence proceeding southeast along the northerly right-of-way of Kanawha Boulevard 1955 2636 feet to a point of intersection of the right-of-way of Kanawha Boulevard and the right-of-way of Hunt Avenue and the southeast corner of Parcel 50 West Charleston Tax Map No. 24 to point beginning.

4. Exhibit #1 is hereby repealed and replaced with attachment #1.
5. All prior ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Council Lady Ceperley moved to approve the Bill. Councilman Lane seconded the motion. A roll call was taken:

YEAS: Burka, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Slater, Smith, Snodgrass, Steele, Talkington, Mayor Jones

NAYS: NONE

ABSENT: Burton, Hoover, Ireland, Miller, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7708 passed.

2. Your committee on Urban Renewal has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7710 do pass.

Bill No. 7710: A Bill adopting a Strategic Urban Renewal Plan for Downtown Charleston, Near East End and Near West Side Districts for the City of Charleston, West Virginia with respect to revitalizing the downtown area through rehabilitation of existing structures, new public improvements, redevelopment of sites by private owners, and the potential acquisition of sites for new development.

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

1. City Council finds that:
 - a. The Charleston Urban Renewal Authority has recommended adoption of the Strategic Urban Renewal Plan for Downtown Charleston, Near East End and Near West Side Districts for the City of Charleston, West Virginia;

b. A general plan known as the Imagine Charleston Comprehensive Plan for the City of Charleston has been adopted by City Council and is recognized and used as a general guide for the development of the city;

c. The Municipal Planning Commission of the City of Charleston has submitted to the Charleston Urban Renewal Authority its findings that these proposed modifications conform with said Comprehensive Plan;

d. City Council has duly considered said findings.

2. The Strategic Urban Renewal Plan for Downtown Charleston, Near East End and Near West Side Districts for the City of Charleston which are set forth in the following sections of this ordinance are hereby found to be feasible and in compliance with the Imagine Charleston Comprehensive Plan for the City of Charleston, West Virginia.

3. The Strategic Urban Renewal Plan for Downtown Charleston, Near East End and Near West Side Districts is presented herein as Attachment 1.

A copy of Attachment 1 is kept on file in the City Clerk's office

Council Lady Ceperley moved to approve the Bill. Councilman Lane seconded the motion. A roll call was taken:

YEAS: Burka, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Slater, Smith, Snodgrass, Steele, Talkington, Mayor Jones

NAYS: NONE

ABSENT: Burton, Hoover, Ireland, Miller, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7710 passed.

COMMITTEE ON FINANCE

Councilman 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. 817-16 do pass.

Resolution No. 817-16: Authorizing the Finance Director to amend the FY 2016-2017 General Fund budget as indicated on the attached list of accounts.

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

That the Finance Director is hereby authorized and directed to amend the FY 2016-2017 General Fund budget as indicated on the attached list of accounts.

General Fund FY 2016-2017 Budget Amendment No. 05 - October 17, 2016

Account No.	Department	Account Description	Amount
001 900 00 000 1 103	Parks & Recreation	Wages & Salaries	(1,621)
001 900 00 000 1 104	" "	FICA	(124)
001 900 00 000 1 106	" "	PERS Retirement	(195)
001 699 00 000 5 598	Contingency		(1,940)
Elimination of the Recreation Program Coordinator (Pay Grade 110) and addition of a Program Coordinator (Pay Grade 113).			
001 439 00 000 2 230	Information Systems	Contract Services	23,300
001 442 00 000 2 230	Strategy Management	Contract Services	(23,300)
Allocation of funds from Strategy Management to Information Systems for the the service subscription of <i>Review Snap</i> , a web-based performance management system.			

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

Councilman Reishman moved to approve the Resolution. Councilman Lane seconded the motion.

A roll call was taken:

YEAS: Burka, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Slater, Smith, Snodgrass, Steele, Talkington, Mayor Jones

NAYS: NONE

ABSENT: Burton, Hoover, Ireland, Miller, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 817-16 adopted.

2. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 818-16 do pass.

Resolution No. 818-16: Authorizing the Finance Director to amend the FY 2016-2017 Civic Center Fund budget as indicated on the attached list of accounts.

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

That the Finance Director is hereby authorized and directed to amend the FY 2016-2017 Civic Center Fund budget as indicated on the attached list of accounts.

Civic Center FY 2016-2017 Budget Amendment No. 2 - October 17, 2016

Account No.	Department	Account Description	Amount
402 358 00 0342	Civic Center Revenues	Trf In - Coal Severance Fund	(30,466)
402 358 00 0341	Civic Center Revenues	Trf In - General Fund - Debt Svc.	30,466

To true up sources of transfer-in revenues as a result of additional coal severance revenue.

Councilman Reishman moved to approve the Resolution. Councilman Lane seconded the motion.

A roll call was taken:

YEAS: Burka, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Slater, Smith, Snodgrass, Steele, Talkington, Mayor Jones

NAYS: NONE

ABSENT: Burton, Hoover, Ireland, Miller, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 818-16 adopted.

3. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 819-16 do pass.

Resolution No. 819-16: Authorizing the Mayor or City Manager to enter into an Agreement with PNC Equipment Finance, LLC, in the amount of approximately \$545,000.00 for a three year lease purchase period at a rate of 1.39% and approximately \$2,325,900.00 for a five year lease purchase period at a rate of 1.56% to provide for the purchase of various vehicles and equipment for City departments, and subject to review and final approval by legal counsel for the City.

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 PNC Equipment Finance, LLC, in the amount of approximately \$545,000.00 for a three year lease purchase period at a rate of 1.39% and approximately \$2,325,900.00 for a five year lease purchase period at a rate of 1.56% to provide for the purchase of various vehicles and equipment for City departments, and subject to review and final approval by legal counsel for the City.

Lease Purchase Agreement

Bid Opening: October 11, 2016 @ 2:00 p.m.

		Three (3) Year Loan	Five (5) Year Loan
JPMorgan Chase Bank 707 Virginia Street East Charleston, WV 25301 P: (304) 348-4413	Non-Bank Qualified	combined with 5 year	2.16%
	Bank Qualified	combined with 5 year	1.80%
United Bank 500 Virginia Stree East, PO Box 393 Charleston, WV 25322 P: (304) 348-8423	Non-Bank Qualified	1.85%	2.04%
	Bank Qualified	1.54%	1.70%
BB&T 501 Tennessee Avenue Charleston, WV 25302 P: (304) 353-1635	Non-Bank Qualified	1.54%	1.74%
	Bank Qualified	1.40%	1.56%
US Bancorp Gov't Leasing & Finance, Inc. 10 Smoke Rise Lane Annandale, NJ 08801 P: (908) 894-5520	Non-Bank Qualified	1.463%	1.658%
	Bank Qualified	1.463%	1.658%

Huntington Public Capital Corp. 105 East 4th Street, Suite 2000 Cincinnati, OH 45202 P: (614) 480-3747	Non-Bank Qualified	2.25%	2.37%
	Bank Qualified	2.25%	2.37%
Municipal Leasing Consultants 7 Old Town Lane Grand Isle, VT 05458 P: (802) 372-8435	Non-Bank Qualified	1.649%	1.697%
	Bank Qualified	1.649%	1.697%
Bank of America Public Capital Corp 1111 E. Main Street 18th Floor Richmond, VA 23219 P: (804) 788-3345	Non-Bank Qualified	1.4207%	1.512%
	Bank Qualified	1.3757%	1.4667%
PNC Equipment Finance, LLC 155 E. Broad Street, 5th Floor Columbus, OH P: (614) 463-6575	Non-Bank Qualified	1.39%	1.56%
	Bank Qualified	1.37%	1.51%

Councilman Reishman moved to approve the Resolution. Councilman Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 819-16 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. 820-16 do pass.

Resolution No. 820-16: Authorizing the City Manager to execute Change Order No. 2 with Garcie R. Marker & Sons, Inc. in the amount of \$62,495.00 for the modified scope of services described in Exhibit A, attached hereto. Change Order No. 2 provides for replacing curb and sidewalk in the 300 block of Vine Street (west side only), and the 1400 Block and 1500 Block of Lee Street, East. The change order increases the contract price from \$207,545.00 to \$312,435.00.

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

That the City Manager is hereby authorized and directed to execute Change Order No. 2 with Garcie R. Marker & Sons, Inc. in the amount of \$62,495.00 for the modified scope of services described in Exhibit A, attached hereto. Change Order No. 2 provides for replacing curb and sidewalk in the 300 block of Vine Street (west side only), and the 1400 Block and 1500 Block of Lee Street, East. The change order increases the contract price from \$207,545.00 to

\$312,435.00.

CONCRETE CURB AND SIDEWALK PROJECT
SUMMER 2016

PROJECT NUMBER E2 05/16-101

Change Order No.2
October 11, 2016

This change order will consist of replacing curb and sidewalk in the 300 Bl. of Vine St. (West Side Only) and the 1400 Bl. and 1500 Bl. of Lee St. E.

Sidewalk Replacement (Approx.)	4796.00 s.f. @ \$11.00/s.f.	\$ 52,756.00
Plain Curb (Approx.)	67.00 l.f. @ \$6.00/l.f.	\$ 402.00
Integral Curb (Approx.)	767.00 l.f. @ \$11.00/l.f.	\$ 8,437.00
Truncated Domes	6 Ea. @ \$150.00	\$ 900.00

Total: \$ 62,495.00

Original Contract Price.....	\$207,545.00
Change Order No.1 Price.....	\$42,395.00
Change Order No. 2 Price.....	\$62,495.00
New Contract Price.....	\$312,435.00

THE CITY OF CHARLESTON,
a municipal corporation

GARCIE R. MARKER & SONS, INC.

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 820-16 adopted.

- Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 821-16 do pass.

Resolution No. 821-16: Authorizing the Mayor or City Manager to authorize a payment with Review Snap, a web-based performance management system, in the amount of \$23,259.00.

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 authorize a payment with Review Snap, a web-based performance management system, in the amount of \$23,259.00.



Quote

Applied Training Systems
 3003 NE Trilein Dr
 Ankeny, IA 50021
 Phone 515.360.8450
 chris@reviewsnap.com

QUOTE # XXX
 DATE: OCTOBER 7,
 2016

TO	City of Charleston 501 Virginia St. E., Suite 304 Charleston, WV 25301 Attn: Charles Thompson	
-----------	--	--

JOB	PAYMENT TERMS	DUE DATE
Reviewsnap Performance Management System Subscription	QUOTE	Net Zero Days

DESCRIPTION	AMOUNT
Reviewsnap Performance Management System Subscription 751-800 Employees	\$23,259
Total Amount	\$23,259



Reviewsnap Overview

Performance Reviews

General Features:

- Automated Web-based Performance and Employee Self-Reviews
- AuthoriCheck TM – discriminatory/derogatory language scanner
- Spell checker and format editing tool
- Comment suggestion tool
- Job description section
- Goal management section
- Option to use weighted or unweighted goals and competencies
- Automated notifications of pending or past due reviews
- Standard or customized review templates
- Customizable rating scales and review periods
- 350+ validated competency library
- Automated uploading of employee data or Import employee data
- E-signatures
- Hosting by ReviewSnap in highly secure environment
- Unlimited reviews under cost-effective annual subscription

360 Degree Surveys

General Features:

- Complete multi-rater system – allows targets to be rated by supervisors, direct reports, subordinates, peers, as well as raters from outside of the company (vendors, clients, etc.)
- Unlimited Surveys
- Automatic Notifications and invitations to all raters
- Statistic Dashboard
- Complete Administrative Control
- Customize your survey templates, rating scales, target end dates, and competencies
- Final summary report for all surveys

Compensation Dashboard

General Features:

- Create budgets on a company, department, & manager level
- Unlimited Pay Grades
- Tie pay grades to specific job descriptions or salary ranges
- Create compensation recommendations level within the pay grades.
- Automated approval process

Learning Content Integration

General Features:

- Automated recommendations for Development Goals
- Tie development goals to competency groups
- Upload your internal learning activities
- Use of OpenSesame's library of over 25,000 LMS courses
- Launch and complete LMS courses in Reviewsnap
- Track completion and scores for your internal courses
- Export list of learning activities (LMS and internal courses)

Other Features Include:

- **Journal Entries**– Enter comments, notes and attach documentation to an employee's profile anytime throughout the year to help ensure more accurate reviews.
- **Goal Management** – Set company, department, and individual goals and track progress towards those goals
- **Statistics Dashboard** – Access real-time graphical and raw data to identify company, department, and individual strengths and weaknesses for performance reviews. Complete ad hoc reporting capabilities are available
- **Discussions** – Create Discussions for all employees

Support and Implementation

- No software to load
- Free 1-800 support 24/7 (Unlimited Support)
- Implementation done by Reviewsnap Account Manager and Implementation Specialist
- Administrator/Manager/Employee Training
- Community tool to answer questions and contact with other Reviewsnap clients
- System mobile version available on any mobile device

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 821-16 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. 822-16 do pass.

Resolution No. 822-16: Authorizing the City Manager to execute Change Order No. 10 to the Design-Build contract with BBL Carlton, LLC, in relation to the Civic Center Expansion and Renovation Project, in the amount of \$130,346,.90, providing for additions to the base contract as listed in Exhibit A, attached hereto. Change Order No. 10 increases the contract price from \$88,314,619.86 to \$88,444,966.76.

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

That the City Manager is hereby authorized and directed to execute Change Order No. 10 to the Design-Build contract with BBL Carlton, LLC, in relation to the Civic Center Expansion and Renovation Project, in the amount of \$130,346,.90, providing for additions to the base contract as listed in Exhibit A, attached hereto. Change Order No. 10 increases the contract price from \$88,314,619.86 to \$88,444,966.76.

**Charleston Civic Center Expansion and Renovation
Change Order #10
Exhibit A
10/18/2016**

PCO's combined in Change Order #10 (Refer to the attached PCO descriptions):

1. PCO 23 (Clendenin St. Crosswalk)	\$103,902.95
2. PCO 74 (Bore & Jack Summary of Changes)	\$(5,128.20)
3. PCO 76 (Wireless Card Readers)	\$0.00
4. PCO 79 (Unit ST2 Condensate Repair)	\$6,078.18
5. PCO 80 (Coliseum Dressing Room Unit 6 Repair)	\$5,638.36
6. PCO 81 (Replace 2 Drain Lines Unit ST1)	<u>\$19,855.61</u>

Total:	\$130,346.90
---------------	--------------

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 822-16 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. 823-16 do pass.

Resolution No. 823-16: Approving first amendment to revised and amended stadium license, lease, and service agreement and the taking of all other actions related thereto.

WHEREAS, The City of Charleston (the “City”) entered into that certain Revised and Amended Stadium License, Lease and Service Agreement dated as of January 19, 2005 (the “Lease Agreement”), with West Virginia Baseball, LLC (“WVB”), under which the City licenses and leases the Stadium (as defined in the Lease Agreement) to WVB;

WHEREAS, the City leases the Stadium from West Virginia Economic Development Authority (“WVEDA”) under that certain Contract of Lease-Purchase dated November 1, 2004 (the “WVEDA Lease”), and in connection with the WVEDA Lease, WVEDA issued its Taxable Lease Revenue Bonds (The City of Charleston Stadium Project) Series 2004 (the “2004 Bonds”) to finance the construction of the Stadium;

WHEREAS, WVB has requested that a new scoreboard be financed in connection with the proposed refunding of the 2004 Bonds, has agreed to pay the portion of the principal or redemption price of and interest on the refinanced bonds equal to the amount expended to purchase the new scoreboard and the corresponding costs of issuance and interest accrued thereon, and has proposed certain amendments to the Lease Agreement in connection therewith;

WHEREAS, the City and WVB, as successor in interest to Power Alley Grill, LLC, are parties to that certain Sublease dated as of January 20, 2006 (the “Sublease”) pursuant to which WVB leases approximately 6,858 square feet on the first floor of that certain building located at 601 Morris Street, Charleston, West Virginia; and

WHEREAS, the City desires to approve the amendments to the Lease Agreement and the termination of the Sublease as set forth in the First Amendment to Revised and Amended Stadium License, Lease and Service Agreement and Termination of Sublease (the “First Amendment”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charleston, as follows:

RESOLVED, that the First Amendment, substantially in the form submitted to this meeting and made a part of this Resolution as though set forth in full herein, shall be and the same is hereby approved.

FURTHER RESOLVED, that the Mayor or City Manager of the Issuer (together, the “Authorized Officers” and each an “Authorized Officer”) shall have the power and authority to

execute and deliver the First Amendment with such changes, insertions, variations and omissions as may be approved by the Authorized Officers, subject to review, applicable revision and approval of legal counsel to the City.

FURTHER RESOLVED, that the Authorized Officers are hereby authorized and directed to execute, acknowledge, if necessary, and deliver any and all papers, documents, agreements, certificates and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the First Amendment.

This Resolution shall take effect immediately upon the adoption thereof.

**FIRST AMENDMENT TO REVISED AND AMENDED
STADIUM LICENSE, LEASE AND SERVICE AGREEMENT**

AND

TERMINATION OF SUBLEASE

THIS FIRST AMENDMENT TO REVISED AND AMENDED STADIUM LICENSE, LEASE AND SERVICE AGREEMENT AND TERMINATION OF SUBLEASE (this “First Amendment”), dated as of the ___ day of _____, 2016, by and between **WEST VIRGINIA BASEBALL, LLC**, a West Virginia limited liability company (“WVB”) and **THE CITY OF CHARLESTON, WEST VIRGINIA**, a municipal corporation organized and existing under the laws of the State of West Virginia (the “City”).

WITNESSETH:

WHEREAS, pursuant to that certain Revised and Amended Stadium License, Lease and Service Agreement dated as of January 19, 2005, between WVB and the City (the “Lease Agreement”), the City licensed and leased the Stadium (as defined in the Lease Agreement) to WVB;

WHEREAS, WVB and the City desire to amend the Lease Agreement upon the terms and conditions set forth below;

WHEREAS, the City and WVB, as successor in interest to Power Alley Grill, LLC, are parties to that certain Sublease dated as of January 20, 2006 (the “Sublease”) pursuant to which WVB leases approximately 6,858 square feet on the first floor of that certain building located at 601 Morris Street, Charleston, West Virginia; and

WHEREAS, the City and WVB desire to terminate the Sublease upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants and agreements herein expressed, WVB and the City hereby agree to amend the Lease Agreement and to terminate the Sublease as follows:

1. The Lease Agreement is amended by amending and restating the definition of “Minimum Guaranteed Payment” in Article II of the Lease Agreement as follows:

I. “Minimum Guaranteed Payment” shall mean and be equal to \$350,000 for years 1-15 of lease, \$250,000 for years 16-20 of lease and \$200,000 for years 21-25 of lease, plus, upon the issuance of the Series 2016 A Bonds, the portion of each payment of the principal or redemption price of and interest on the Series 2016 A Bonds equal to the portion of the proceeds of the Series 2016 A Bonds expended to purchase the new scoreboard, the corresponding pro rata portion of costs of issuance and the

interest accrued thereon (such amounts to be set forth in more detail in the final numbers run for the Series 2016 A Bonds).

2. The Lease Agreement is amended by adding the definition of “Series 2016 A Bonds” to Article II of the Lease Agreement as follows:

CC. “Series 2016 A Bonds” shall mean the West Virginia Economic Development Authority’s Taxable Lease Revenue Refunding and Improvement Bonds (The City of Charleston Stadium Project), Series 2016 A.

3. The Lease Agreement is amended by deleting the date set forth in Article III.A. of the Lease Agreement and replacing the same with March 31, 2030.

4. The Lease Agreement is amended by adding the following sentence to Article IV.A.3.:

The City shall also arrange and obtain financing necessary for a new replacement scoreboard at the Stadium, including all ancillary costs. Such scoreboard, including all ancillary costs, will be financed through the issuance of the Series 2016 A Bonds by West Virginia Economic Development Authority that will amortize such costs over ten (10) years. The portion of each payment of the principal or redemption price of and interest on the Series 2016 A Bonds equal to the portion of the proceeds of the Series 2016 A Bonds expended to purchase the new scoreboard, the corresponding pro rata portion of costs of issuance and the interest accrued thereon shall be paid by WVB as provided herein.

5. The Lease Agreement is amended by adding the following new Article V.C.4.:

4. Replacement of Scoreboard. Prior to the commencement of the 2017 season, the City shall arrange and obtain financing for a new replacement scoreboard as provided in Article IV.A.3, which will be owned by West Virginia Economic Development Authority and leased to the City under that certain Contract of Lease-Purchase dated November 1, 2004, between West Virginia Economic Development Authority and the City, as supplemented and amended from time to time.

6. Lease Agreement is amended by amending and restating the first sentence of Article XIII.A.1. of the Lease Agreement as follows:

In consideration for the License granted to it by the City pursuant to this Agreement, WVB will pay to the City: (i) annually \$350,000 per year each year commencing year one (1) and ending for year fifteen (15), at which time WVB’s payment obligation hereunder shall decrease to \$250,000 for years sixteen (16) through twenty (20) of the license period, at which time WVB’s payment obligation hereunder shall decrease to \$200,000 for years twenty-one (21) through

interest accrued thereon (such amounts to be set forth in more detail in the final numbers run for the Series 2016 A Bonds).

2. The Lease Agreement is amended by adding the definition of “Series 2016 A Bonds” to Article II of the Lease Agreement as follows:

CC. “Series 2016 A Bonds” shall mean the West Virginia Economic Development Authority’s Taxable Lease Revenue Refunding and Improvement Bonds (The City of Charleston Stadium Project), Series 2016 A.

3. The Lease Agreement is amended by deleting the date set forth in Article III.A. of the Lease Agreement and replacing the same with March 31, 2030.

4. The Lease Agreement is amended by adding the following sentence to Article IV.A.3.:

The City shall also arrange and obtain financing necessary for a new replacement scoreboard at the Stadium, including all ancillary costs. Such scoreboard, including all ancillary costs, will be financed through the issuance of the Series 2016 A Bonds by West Virginia Economic Development Authority that will amortize such costs over ten (10) years. The portion of each payment of the principal or redemption price of and interest on the Series 2016 A Bonds equal to the portion of the proceeds of the Series 2016 A Bonds expended to purchase the new scoreboard, the corresponding pro rata portion of costs of issuance and the interest accrued thereon shall be paid by WVB as provided herein.

5. The Lease Agreement is amended by adding the following new Article V.C.4.:

4. Replacement of Scoreboard. Prior to the commencement of the 2017 season, the City shall arrange and obtain financing for a new replacement scoreboard as provided in Article IV.A.3, which will be owned by West Virginia Economic Development Authority and leased to the City under that certain Contract of Lease-Purchase dated November 1, 2004, between West Virginia Economic Development Authority and the City, as supplemented and amended from time to time.

6. Lease Agreement is amended by amending and restating the first sentence of Article XIII.A.1. of the Lease Agreement as follows:

In consideration for the License granted to it by the City pursuant to this Agreement, WVB will pay to the City: (i) annually \$350,000 per year each year commencing year one (1) and ending for year fifteen (15), at which time WVB’s payment obligation hereunder shall decrease to \$250,000 for years sixteen (16) through twenty (20) of the license period, at which time WVB’s payment obligation hereunder shall decrease to \$200,000 for years twenty-one (21) through

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 823-16 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. 824-16 do pass.

Resolution No. 824-16: Authorizing the Mayor or City Manager to enter into a renewal agreement with Compass Energy Services for purchase and delivery of natural gas to City sites at the rate of NYMEX + \$.29 per dth for a two year period starting November 1, 2016 and ending October 31, 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 a renewal agreement with Compass Energy Services for purchase and delivery of natural gas to City sites at the rate of NYMEX + \$.29 per dth for a two year period starting November 1, 2016 and ending October 31, 2018.

Proposal																											
	<p style="text-align: right;">Proposal Date: 10/17/2016</p>																										
<p>Compass Energy Gas Services, LLC or Compass Energy Services, Inc., collectively ("Compass") and CUSTOMER ("Customer")</p>																											
<p>SELLER: Compass Energy Gas Services, LLC 2017 Creek Road Kitty Hawk, NC 27949 Fax: 443-213-6126</p>	<p>BUYER: City of Charleston 501 Virginia Street East Room 101 Charleston, WV 25301 Attn: David Molgaard - City Manager Phone: 1-304-348-8014 Fax: 1-304-348-8157 citymanager@cityofcharleston.org</p>																										
<p>Delivery Period: Nov 1, 2016 through Oct 31, 2018 Level of Service: Firm Delivery Point: Mountaineer Gas City Gate Zone Price: NYMEX Plus Basis (\$0.29)</p>																											
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; border-bottom: 1px solid black;">Monthly Volume</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Jan-17</u> 8204</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Jan-18</u> 8204</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Feb-17</u> 5313</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Feb-18</u> 5313</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Mar-17</u> 3684</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Mar-18</u> 3684</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Apr-17</u> 2800</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Apr-18</u> 3237</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>May-17</u> 2000</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>May-18</u> 2634</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Jun-17</u> 1400</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Jun-18</u> 1672</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Jul-17</u> 1200</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Jul-18</u> 1413</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Aug-17</u> 1200</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Aug-18</u> 1650</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Sep-17</u> 1500</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Sep-18</u> 1972</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Oct-17</u> 0</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Oct-18</u> 3143</td> </tr> <tr style="background-color: #e0f0ff;"> <td style="text-align: center; border-bottom: 1px solid black;"><u>Nov-16</u> 2800</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Nov-17</u> 3243</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>Dec-16</u> 3528</td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Dec-17</u> 3528</td> </tr> </tbody> </table>		Monthly Volume		<u>Jan-17</u> 8204	<u>Jan-18</u> 8204	<u>Feb-17</u> 5313	<u>Feb-18</u> 5313	<u>Mar-17</u> 3684	<u>Mar-18</u> 3684	<u>Apr-17</u> 2800	<u>Apr-18</u> 3237	<u>May-17</u> 2000	<u>May-18</u> 2634	<u>Jun-17</u> 1400	<u>Jun-18</u> 1672	<u>Jul-17</u> 1200	<u>Jul-18</u> 1413	<u>Aug-17</u> 1200	<u>Aug-18</u> 1650	<u>Sep-17</u> 1500	<u>Sep-18</u> 1972	<u>Oct-17</u> 0	<u>Oct-18</u> 3143	<u>Nov-16</u> 2800	<u>Nov-17</u> 3243	<u>Dec-16</u> 3528	<u>Dec-17</u> 3528
Monthly Volume																											
<u>Jan-17</u> 8204	<u>Jan-18</u> 8204																										
<u>Feb-17</u> 5313	<u>Feb-18</u> 5313																										
<u>Mar-17</u> 3684	<u>Mar-18</u> 3684																										
<u>Apr-17</u> 2800	<u>Apr-18</u> 3237																										
<u>May-17</u> 2000	<u>May-18</u> 2634																										
<u>Jun-17</u> 1400	<u>Jun-18</u> 1672																										
<u>Jul-17</u> 1200	<u>Jul-18</u> 1413																										
<u>Aug-17</u> 1200	<u>Aug-18</u> 1650																										
<u>Sep-17</u> 1500	<u>Sep-18</u> 1972																										
<u>Oct-17</u> 0	<u>Oct-18</u> 3143																										
<u>Nov-16</u> 2800	<u>Nov-17</u> 3243																										
<u>Dec-16</u> 3528	<u>Dec-17</u> 3528																										
<p>If Buyer agrees that these terms and conditions accurately represent its understanding, then Buyer shall have this Confirmation signed and dated in the space provided below and return to Seller via email to jebuch@comcast.net</p>																											
<p>Please execute and return to:</p>																											
<p>SELLER Representative: Sign: _____ Date: _____</p> <p>(Seller's Address)</p> <p>Compass Energy Gas Services, LLC 2017 Creek Road Kitty Hawk, NC 27949 Fax: 443-213-6126</p>	<p>BUYER Representative: Sign: _____ Date: _____</p> <p>(Buyer's Address)</p> <p>City of Charleston 501 Virginia Street East Room 101 Charleston, WV 25301 Attn: David Molgaard - City Manager Phone: 1-304-348-8014 Fax: 1-304-348-8157</p>																										

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 824-16 adopted.

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

A proposal submitted by Stephens Auto Center, in the total amount of \$27,004.00, for purchase of one (1) vehicle for MDENT. The vehicle will be titled to the Charleston Police Department.

To be charged to Account No. 900-173-00-976-4-459, MDENT—Capital Outlay, Equipment

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

10. Your committee on Finance has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7714 do pass.

Bill No. 7714: Authorizing a First Supplemental Contract of Lease-Purchase with the West Virginia Economic Development Authority; authorizing improvements to the baseball stadium; authorizing the refunding of certain outstanding bonds of, and issuance of new bonds of, the West Virginia Economic Development Authority relating thereto and the execution and delivery of the First Supplemental Contract of Lease-Purchase and related documents; authorizing the execution and delivery of a continuing disclosure agreement and a final official statement; taking all other actions relating to such transactions.

WHEREAS, the City of Charleston, West Virginia (the “City”) and its council (the “Council”) are permitted by Section 8-12-5(36) and Article 16 of Chapter 8 of the Code of West Virginia of 1931, as amended, to expend public funds for acquiring, constructing and equipping public buildings and stadiums;

WHEREAS, West Virginia Economic Development Authority (the “Authority”) has previously issued its Taxable Lease Revenue Bonds (The City of Charleston Stadium Project), Series 2004, dated November 1, 2004 (the “Series 2004 Bonds”), which financed the acquisition, construction, renovation, equipping and completion of a baseball stadium complex including the renovation of a portion of an existing building to be used by the ball team and completed renovations of the existing building on certain real property located in the City (the “Facilities”);

WHEREAS, pursuant to a Contract of Lease Purchase dated November 1, 2004 between the Authority and the City, the Authority leased the Facilities to the City (the “Lease”);

WHEREAS, the City has been notified that substantial savings can be obtained from the refunding of Series 2004 Bonds;

WHEREAS, the Series 2004 Bonds are outstanding on the date of enactment hereof in the aggregate principal amount of \$3,960,000 and following the November 1, 2016 principal payment date will be outstanding in the aggregate principal amount of \$3,470,000; (the “Bonds To Be Refunded”);

WHEREAS, the City desires to have upgrades made to the scoreboard thereby improving the Facilities (the “Project”);

WHEREAS, the City has requested the Authority issue, sell and deliver its Taxable Lease Revenue Refunding and Improvement Bonds (The City of Charleston Stadium Project), Series 2016 A (the “Series 2016 A Bonds”) in the aggregate principal amount not to exceed \$6,000,000 under a resolution to be presented to the Authority on October 20, 2016 (the “Resolution”) for the purpose of currently refunding and redeeming the Series 2004 Bonds, paying costs of the Project and paying costs of issuance; and

WHEREAS, the Council does hereby find and determine, that (i) the acquisition and equipping of the Project; (ii) the leasing of the Facilities from the Authority pursuant to the Lease, as supplemented and amended by the First Supplemental Contract of Lease Purchase, the form of which is attached hereto as Exhibit A (the “Supplemental Lease” and together with the Lease, the “Amended Lease”); (iii) the current refunding and redemption of the Bonds To Be Refunded; and (iv) all other things contemplated by or contained in this Ordinance or the Amended Lease are for a public purpose of the City and are necessary, proper and appropriate to accomplish a public purpose.

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

Section 1. Findings. It is hereby found and determined that (i) the acquisition and equipping of the Project; (ii) the leasing of the Facilities from the Authority pursuant to the Amended Lease; (iii) the current refunding and redemption of its Bonds To Be Refunded and (iv) all other things contemplated by or contained in this Ordinance or the Amended Lease are necessary, proper and appropriate to accomplish the refunding of the Bonds To Be Refunded and to complete the Project.

Section 2. Refunding. The Council hereby finds that the current refunding and redemption on the earliest practicable redemption date of the Bonds To Be Refunded are in the best interest of the City, authorizes such current refunding and redemption and the issuance of the Series 2016 A Bonds for such purpose and requests the Authority to issue the Series 2016 A for such purpose, to fund the Project and for paying the costs of issuance of the 2016 A Bonds and to call the Bonds To Be Refunded for redemption on the earliest practicable redemption date.

Section 3. The Project. The Council hereby authorizes and requests the improvement to the scoreboard portion of the Facilities.

Section 4. Supplemental Lease. The Council hereby authorizes the Mayor to enter into the Supplemental Lease with the Authority to supplement and amend the Lease for the Facilities by the City.

Section 5. Rentals. The Council hereby authorizes the payment of the rentals required under the Amended Lease to and including November 1, 2030 unless earlier terminated by the provisions of the Amended Lease.

Section 6. Related Documents. (a) The Authority and the City shall enter into a written undertaking (the “Continuing Disclosure Agreement”) for the benefit of the owners of the Series 2016 A Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240. 15c2-12) (the “Rule”). The City shall be the “obligated person” under the Continuing Disclosure Agreement. The City shall provide, or cause to be provided, notice of certain significant events as required to be provided under the Rule, as specifically set forth in the Continuing Disclosure Agreement. The form of the Continuing Disclosure Agreement shall be approved by the Mayor or City Manager. The Mayor or City Manager is hereby authorized to execute and deliver the Continuing Disclosure Agreement.

(b) The Mayor or City Manager is hereby authorized to approve and execute any official statement or offering document of the Authority related to the issuance of the Series 2016 A Bonds.

(c) The Mayor or City Manager is hereby authorized to approve and execute a bond purchase agreement with respect to the issuance of the Series 2016 A Bonds.

Section 7. Incidental Actions. The Mayor, the City Manager, the City Clerk and any other appropriate and duly authorized office of the City are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates and to take such other action as may be necessary or appropriate in order to effectuate the execution and delivery of the Supplemental Lease or the Series 2016 A Bonds. The execution, delivery and due performance of documents are hereby in all respects approved, authorized, ratified and confirmed, including all acts heretofore taken in connection with the issuance of the Series 2016 A Bonds by the Authority, the refunding and redemption of the Bonds To Be Refunded, the completion of the Project and the leasing of the Facilities.

Section 7. Effective Date. This Ordinance shall take effect immediately upon enactment.

EXHIBIT A

FORM OF FIRST SUPPLEMENTAL CONTRACT OF LEASE-PURCHASE

FIRST SUPPLEMENTAL CONTRACT OF LEASE-PURCHASE

THIS FIRST SUPPLEMENTAL CONTRACT OF LEASE-PURCHASE (“First Supplemental Lease”), dated as of _____, 2016, by and between the WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY, a public corporation and government instrumentality of the State of West Virginia (“Lessor”), and THE CITY OF CHARLESTON (“Lessee”);

WHEREAS, Lessor has previously approved and issued its Taxable Lease Revenue Bonds (The City of Charleston Stadium Project), Series 2004, dated November 1, 2004 (the “Series 2004 Bonds”), to finance the acquisition, construction, renovation, equipping and completion of a baseball stadium complex including the renovation of a portion of an existing building to be used by the ball team and completion of renovations of the existing building on certain real property located in the City (the “Facilities”);

WHEREAS, by that certain Contract of Lease-Purchase, dated as of November 1, 2004 (the “Lease”), by and between the Lessor, as lessor, and Lessee, as lessee, attached hereto as Exhibit A and incorporated herein by reference, Lessor leased and demised the Facilities unto Lessee, in order to facilitate the issuance of the Series 2004 Bonds;

WHEREAS, the Lessor, under Chapter 31, Article 15, Section 13 of the Code of West Virginia, 1931, as amended (the “Bond Act”) has the authority to currently refund the Series 2004 Bonds;

WHEREAS, the Lessee desires to make improvements to and acquire equipment for the Facilities and has requested additional funds to make the improvements and acquire the equipment (the “Project”);

WHEREAS, the Lessor has found and determined that it is necessary and appropriate to issue, sell and deliver its Taxable Lease Revenue Refunding and Improvement Bonds (The City of Charleston Stadium Project), Series 2016 A (the “Series 2016 A Bonds”) in the aggregate principal amount not to exceed \$6,000,000 under the Bond Act and a Resolution duly passed by the Lessor on _____, 2016 (the “Resolution”) for the purpose of currently refunding the Series 2004 Bonds, paying costs of the Project and paying costs of issuance;

WHEREAS, the Trustee for the Series 2016 A Bonds is WesBanco Bank, Inc., (the “Trustee”);

WHEREAS, it is necessary to supplement and amend the Lease to substitute the payment of the debt service on the Series 2016 A Bonds for the payment of the debt service on the Series 2004 Bonds as the basis of the Base Rentals (as hereinafter defined) to be paid pursuant to the Lease and to incorporate the Project improvements into the Facilities (the “Leased Premises”);

WHEREAS, in order to facilitate the issuance of the Series 2016 A Bonds, Lessor and Lessee mutually agree on the terms and provisions of this First Supplemental Lease, which terms and provisions herein will be incorporated into the Lease as representation of the entire agreement between the parties as to the subject matter contained herein and therein; and

WHEREAS, the execution and delivery of this First Supplemental Lease have been duly authorized by an Ordinance duly enacted by the Lessee on _____, 2016 and by all other necessary action of the Lessee.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL LEASE WITNESSETH:

That for and in consideration of the Rentals to be paid by the Lessee to Lessor and the full and complete performance of the covenants, terms, and conditions hereinafter set forth, the parties do agree as follows:

1. Definitions. All terms which are defined in the Lease shall have the same meanings in this First Supplemental Lease unless the context clearly requires otherwise. The definitions “Base Rentals”, “Bonds” and “Indenture” set forth in the Lease are hereby amended and restated to read as follows:

“Base Rentals” means the payments payable by the Lessee for and in consideration of the right to use the Leased Premises during the Lease Term pursuant to Section 2 and Exhibit B of the First Supplemental Lease, which Base Rentals shall be sufficient to pay when due, the Debt Service on the Series 2016 A Bonds.

“Bonds” means the Series 2016 A Bonds.

“Indenture” means the Indenture, Credit Line Deed of Trust and Security Agreement, dated as of _____, 2016, by and between the Lessor and WesBanco Bank, Inc. as Trustee, as the same may be amended, modified and supplemented from time to time.

2. Amended Lease. Sections 4 and 5 of the Lease are hereby supplemented, amended and restated to read as follows:

4. Lease Term, Deliver Date, Lessee’s Obligation for the Changes to Plans and Notices. In consideration of the rentals to be received by the Lessor and of the covenants and promises herein contained to be kept and performed by the Lessee, and in consideration of the issuance of the Bonds by the Lessor and the assignment of the Lease by the Lessor to the Trustee, the Lessor hereby demises and leases the Facilities to the Lessee, and the Lessee hereby hires, takes and leases the Facilities from the Lessor, for the Lease Term, at the rentals and on the conditions herein set forth.

The term of the demise and leasing of the Facilities by the Lessor to the Lessee (the “Lease Term”) shall commence on the date of delivery of executed counterparts of this Lease to the parties hereto (the “Delivery Date”) and shall extend, unless sooner terminated in accordance with the provisions hereof, to November 1, 2030, provided, however, that the Lease Term shall expire on such earlier date as the principal of, premium, if any, and interest on all the Bonds and all other expenses payable by the Lessee hereunder shall have been paid or provisions for their payment shall have been made in accordance with the Indenture and this Lease.

ANYTHING TO THE CONTRARY IN THIS LEASE NOTWITHSTANDING, THIS LEASE IS TERMINABLE BY THE LESSEE AT THE END OF ANY FISCAL YEAR UPON 30 DAYS' PRIOR WRITTEN NOTICE DELIVERED TO THE TRUSTEE AND THE LESSOR.

This Lease shall be considered renewed for each ensuing Fiscal Year and all portions thereof during the Lease Term unless it is canceled by the Lessee before the end of the then current Fiscal Year. Unless earlier terminated pursuant to the provisions hereof, this Lease shall terminate as of the date of (i) payment in full of Rentals hereunder; and (ii) payment in full of all principal, interest and redemption price, if any, on all Bonds.

In the event the Lessee requires any changes to the Project, the Lessee shall bear all costs attributable to such changes, including without limitation any increases in the project budget, and any costs attributable to delay in completion occasioned by such changes or due to any changes in phasing of the work under unmodified portions of the Project due to such changes. Costs shall be deemed to include, without limitation, any penalties for late completion assessed under any construction contract.

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other.

Notices shall be directed as follows:

To the Lessor:

West Virginia Economic Development Authority
North Gate Business Plaza
180 Association Drive
Charleston, West Virginia 25311
Attn: Executive Director

and

Brian Helmick, Esquire
Spilman, Thomas & Battle
Spilman Center
300 Kanawha Boulevard, East
Charleston, West Virginia 25301

To the Lessee: The City of Charleston
City Hall, Virginia Street
Charleston, West Virginia
Attention: City Manager

A duplicate of any notice given under this Lease shall be given contemporaneously to the Trustee.

5. Rentals. A. Lessee covenants that it shall pay the Base Rentals quarterly, commencing on the twenty-fifth (25th) day of _____, 20__ and thereafter on the twenty-fifth (25th) day of each January, April, July and October for the Facilities in the amounts designated as the Base Rentals set forth in EXHIBIT B - SCHEDULE OF RENTALS attached hereto and made a part hereof, and continuing each and every month during the Lease Term. Provided, however, that if the twenty-fifth (25th) day of the month falls on a Saturday, Sunday or legal holiday, the rent payment shall be due on the first day thereafter that is not a Saturday, Sunday or legal holiday.

B. Lessee further covenants that it shall pay the Additional Rentals commencing one (1) month following the Delivery Date, for the Facilities in the amounts and at the times such amounts may be due and payable.

The Rentals payable hereunder shall be paid directly to the Trustee, at its corporate operation's offices located at WesBanco Bank, Inc., One Bank Plaza, Wheeling, WV 26003-3365. All Base Rentals shall be applied by the Trustee to payment of the principal of and interest on the Bonds. All Additional Rentals shall be applied by the Trustee to payment of any person or agency or account to which such payment is due and owing.

3. Accordance with Lease. Except as expressly modified herein, the Lease shall in all other respects remain in full force and effect. If any provision of this First Supplemental Lease shall conflict with any other provisions of the Lease, the provisions of this First Supplemental Lease shall prevail.

Councilman Reishman moved to approve the Resolution. Councilman Lane seconded the motion.

A roll call was taken:

YEAS: Burka, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Slater, Smith, Snodgrass, Steele, Talkington, Mayor Jones

NAYS: NONE

ABSENT: Burton, Hoover, Ireland, Miller, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7714 adopted.

REPORTS OF OFFICERS

1. Report of the City of Charleston Payroll Variance Analysis; September 2016.
Received and Filed.
2. City of Charleston, WV – Municipal Court Report to City Council Month Ending September 2016.
Received and Filed.
3. City Treasurer’s Report to City Council Month Ending September 2016.
Received and Filed.

NEW BILLS

Introduced by Council member Cubert Smith on October 17, 2016:

Bill No. 7716: A Bill to establish a No Parking zone on Smith Street 84 feet east of the driveway at 1338 Smith Street to a point 170 feet from the driveway at 1338 Smith Street, and amending the Traffic Control Map and Traffic Control File.

Refer to Streets and Traffic Committee.

ADJOURNMENT

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

YEAS: Burka, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Slater, Smith, Snodgrass, Steele, Talkington, Mayor Jones

NAYS: NONE

ABSENT: Burton, Hoover, Ireland, Miller, Ware

At 7:27 p.m., by a motion from Councilmember Harrison, Council adjourned until Monday, November 7, 2016, at 7:00 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

JB Akers, City Clerk