

CHARLESTON CITY COUNCIL

Regular Meeting
December 3, 2018
at 7:00 PM



Council Chamber, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS

CLAIMS

1. Claims for December 3, 2018

COMMUNICATIONS

1. Jim Strawn presentation of the Live on the Levee 50/50 raffle contributions to charities

MISCELLENIOUS RESOLUTIONS

1. Resolution No. 144-18– A Resolution to certify the results as reflected by the attached Report and Certificate of Results as the official and correct returns and true results of the General Election held for the City of Charleston on the 6th day of November, two thousand and eighteen.

REPORTS OF STANDING COMMITTEES

PLANNING

1. Bill No. 7797 - A Bill amending the Zoning Ordinance of the City of Charleston by rezoning from a C-10 General Commercial District to UCD Urban Corridor District, those certain parcels of land located at 609 & 611, 613, 615, and 617 Tennessee Avenue and 707 & 709, 711, and 713 & 715 Bigley Avenue being Charleston West District, Map 27, Parcels 104, 105, 106, 107, 225, 226, 227, 228, 238, 239, 240, and 241 Charleston, West Virginia
2. Bill No. 7798 - A Bill amending the Zoning Ordinance of the City of Charleston by rezoning from a PMC district to an C-8 district, that certain strip, lots or parcels of land at the corner of 33rd Street and MacCorkle Avenue, S.E., in Kanawha City, in the City of Charleston, Kanawha County, State of West Virginia, owned by Charleston Area Medical Center, Inc., a West Virginia nonprofit, nonstock corporation.

FINANCE

1. ~~Resolution No. 145-18 - Authorizing the Mayor or his designee to submit a grant application in the amount of \$40,603.00 to the WV Division of Justice Project Safe Neighborhood Grant Program to fund the hiring of a NIBIN Contractor to handle ballistic evidence gathering and submission to the National Integrated Ballistic Network (NIBIN). No matching funds are required. Removed 12-3-2018~~
2. Resolution No. 146-18 - Authorizing the Mayor and/or City Manager to enter into an agreement with Castia Rx to serve as the City's Pharmacy Benefit Manager for the period January 1, 2019 through December 31, 2022.

REPORTS OF OFFICERS

1. Report of the City of Charleston Payroll Variance Analysis; November 2018.

NEW BILLS

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

ROLL CALL

ADJOURNMENT

**THE NEXT REGULAR MEETING OF COUNCIL WILL BE
DECEMBER 17, 2018 at 7:00 p.m.**

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**



AFFIDAVIT
City of Charleston



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

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,
Melody Ison, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 126 Circle Dr., Cross Lanes WV 25313

Telephone Number: 304-395-2126

and that on the 26th day of October, 2017(2018) at approximately _____ am/pm
in the City of Charleston, West Virginia, he/she sustained

Knock front teeth bridge out & broke teeth roots
off - so can't have regular bridge now - have to have implan-
Nature Of Injury And/Or Damage bridge

As A Result Of:

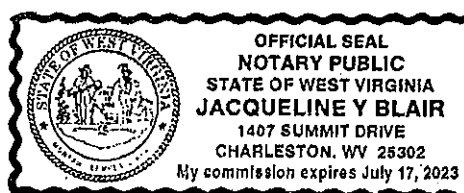
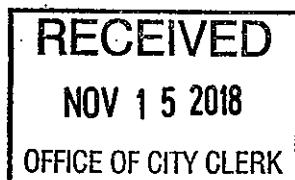
Knee scooter bucked going through doorway in Civil Cent
at writers event (I was using cane of broken foot/cast)
fell directly on mouth & knee

As a result of which accident the Claimant, Melody Ison, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Melody Ison
Signature of Claimant

Taken, subscribed and sworn to before me this 15th day of November, 2018.
My commission expires July 17, 2023.

Jacqueline Y Blair
Notary Public





AFFIDAVIT City of Charleston



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

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

JOHNSEY LEE LEE JR., Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1442 ALEXANDER PLACE Charleston WV 25314

Telephone Number: 304 346 8712

and that on the UNKNOWN day of OCT/NOV., 2017(2018) at approximately UNKNOWN pm
in the City of Charleston, West Virginia, he/she sustained

Yellow Paint on CAR NEAR DRIVER Front Wheel well

Nature Of Injury And/Or Damage

As A Result Of:

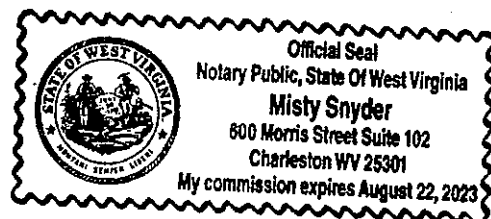
City painting Yellow Road Stripes Did not
notice until later. PROBABLY ON LONDON HILLS.
Several cars BEHIND PAINT TRUCK

As a result of which accident the Claimant, Johnsey Lee Jr, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Johnsey Lee Jr
Signature of Claimant

Taken, subscribed and sworn to before me this 26th day of November, 2018.
My commission expires August 22, 2023.

Misty Snyder
Notary Public



Resolution No. 144-18

Introduced in Council

Adopted by Council

December 3, 2018

Introduced by

Bobby Reishman

Resolution No. 144-18— A Resolution to certify the results as reflected by the attached Report and Certificate of Results as the official and correct returns and true results of the General Election held for the City of Charleston on the 6th day of November, two thousand and eighteen.

WHEREAS, the Board of Canvassers of the County of Kanawha, State of West Virginia, having carefully and impartially examined the returns of the General Election held in said county, in each district thereof, on the 6th day of November, 2018, do certify that the Report and Certificate of Results, attached hereto, as the official and correct returns and true results of the General Election.

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

"That the Council of the City of Charleston hereby adopts the Certificate of Results as reflected by the attached Report and Certificate of Results as the official and correct returns and true results of the General Election held for the City of Charleston on the 6th day of November, two thousand and eighteen."

**CERTIFICATE OF BOARD OF CANVASSERS' VOTES CAST
FOR CANDIDATES AT GENERAL ELECTION OF NOVEMBER 6, 2018**

Office of County Commission
Kanawha County, West Virginia

Date: November 15, 2018

To: The Honorable Jim Justice, Governor of West Virginia
The Honorable Mac Warner, Secretary of State
The Honorable Vera J. McCormick, County Clerk of Kanawha County

The Board of Canvassers of the County of Kanawha, State of West Virginia, having carefully and impartially examined the returns of the General Election held in said County, in each District thereof, on the 6th day of November, do hereby certify that in said County for the office of:

STATE SENATOR 17th SENATORIAL DISTRICT

Tom Tabuko	Received	Eighteen Thousand, Four Hundred, Sixty-Six	(18,466)	Votes
Terrell Ellis	Received	Sixteen Thousand, Seven Hundred, Thirty-Five	(16,735)	Votes

MEMBER OF HOUSE OF DELEGATES 35th DELEGATE DISTRICT

Doug Skaff Jr.	Received	Thirteen Thousand, Two Hundred, Two	(13,202)	Votes
Andrew D. Byrd	Received	Thirteen Thousand, Thirty-Eight	(13,038)	Votes
Moore Capito	Received	Twelve Thousand, Seven Hundred, Twenty-Nine	(12,729)	Votes
Eric Nelson	Received	Eleven Thousand, Seven Hundred, Sixty-Five	(11,765)	Votes
Charlotte R. Lane	Received	Ten Thousand, Three Hundred, Nine	(10,309)	Votes
Renate Pore	Received	Ten Thousand, One Hundred, Sixty-Five	(10,165)	Votes
James P. Robinette	Received	Nine Thousand, Four Hundred, Forty-Four	(9,444)	Votes
Edward R. Burgess	Received	Seven Thousand, Seven Hundred, Sixty-Seven	(7,767)	Votes

MEMBER OF HOUSE OF DELEGATES 36th DELEGATE DISTRICT

Larry L. Rowe	Received	Nine Thousand, Six Hundred, Fifty-One	(9,651)	Votes
Andrew Robinson	Received	Eight Thousand, Six Hundred, Ninety-Four	(8,694)	Votes
Amanda Estep-Burton	Received	Seven Thousand, One Hundred, Sixty-Five	(7,165)	Votes
Chris Pritt	Received	Seven Thousand, One Hundred, Three	(7,103)	Votes
Ethan Morris	Received	Five Thousand, Five Hundred, Sixty-Three	(5,563)	Votes
Matthew Jarrett	Received	Five Thousand, Four Hundred, Thirty-Four	(5,434)	Votes

MEMBER OF HOUSE OF DELEGATES 37th DELEGATE DISTRICT

Mike Pushkin	Received	Three Thousand, Seven Hundred, Two	(3,702)	Votes
Richard L. Patrick	Received	One Thousand, Sixty-Three	(1,163)	Votes

COUNTY COMMISSIONER

Kent Carper	Received	Thirty-Eight Thousand, Four Hundred, Forty-Two	(38,442)	Votes
Bill Huddleston	Received	Twenty-Four Thousand, Three Hundred, Ninety-Five	(24,395)	Votes

COUNTY COMMISSIONER - UNEXPIRED TERM

Ben Salango	Received	Forty-Five Thousand, Six Hundred, Fifty-Nine	(45,659)	Votes
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CIRCUIT JUDGE - UNEXPIRED TERM

Tera Salango	Received	Thirty-Nine Thousand, Seventy-Four	(39,074)	Votes
Dan Greear	Received	Seventeen Thousand, Six Hundred, Thirty-Three	(17,633)	Votes
Gregory E. Elliott	Received	Five Thousand, Two Hundred, Fifty-Six	(5,256)	Votes

CERTIFICATE OF BOARD OF CANVASSERS' VOTES CAST
FOR CANDIDATES AT GENERAL ELECTION OF NOVEMBER 6, 2018

KCS LEVY
For the Levies
Against the Levies

Received	Thirty-Five Thousand, Nine Hundred, Fourteen	(35,914)	Votes
Received	Nineteen Thousand, Seven Hundred, Thirty-Eight	(19,738)	Votes

LIBRARY LEVY
For the Levies
Against the Levies

Received	Thirty-Eight Thousand, Seven Hundred, Forty-Eight	(38,748)	Votes
Received	Eighteen Thousand, Eight Hundred	(18,800)	Votes

MAYOR CHARLESTON

Amy Shuler Goodwin	Received	Nine Thousand, Seven Hundred, Fifty-One	(9,751)	Votes
JB Akers	Received	Eight Thousand, Seven Hundred, Thirty-Three	(8,733)	Votes
Andy Backus	Received	Seven Hundred, Three	(703)	Votes
Janet "JT" Thompson	Received	Zero	(0)	Votes

MUNICIPAL JUDGE CHARLESTON

Anne B. Charnock	Received	Twelve Thousand, Nine Hundred, Sixteen	(12,916)	Votes
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CITY TREASURER CHARLESTON

Victor Grigoraci	Received	Fourteen Thousand, Thirteen	(14,013)	Votes
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COUNCIL-AT-LARGE CHARLESTON

Becky Ceperley	Received	Eight Thousand, Nine Hundred, Thirteen	(8,913)	Votes
Ben Adams	Received	Eight Thousand, Seven Hundred, Seventy-Three	(8,773)	Votes
Caitlin Cook	Received	Eight Thousand, Seven Hundred, Forty-Six	(8,746)	Votes
Jennifer Pharr	Received	Eight Thousand, Six Hundred, Forty-Five	(8,645)	Votes
John Kennedy Bailey	Received	Eight Thousand, Seventy	(8,070)	Votes
Naomi Bays	Received	Seven Thousand, Six Hundred, Thirty	(7,630)	Votes
Jeremy D. Nelson	Received	Six Thousand, Six Hundred, Thirty-Eight	(6,638)	Votes
Catherine Nutter	Received	Six Thousand, Four Hundred, Fifty-Two	(6,452)	Votes
Randy Stanley	Received	Five Thousand, Five Hundred, Sixty-Nine	(5,569)	Votes
Jerry "JD" Tucker	Received	Two Thousand, Three Hundred, Ninety-Two	(2,392)	Votes
Anthony M. Woods	Received	Two Thousand, Two Hundred, Nineteen	(2,219)	Votes

CITY COUNCIL WARD 1

Patrick Jones	Received	Five Hundred, Forty-One	(541)	Votes
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CITY COUNCIL WARD 2

Bobby Haas	Received	Four Hundred, Thirty-Eight	(438)	Votes
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CITY COUNCIL WARD 3

Chuck Overstreet	Received	Seven Hundred, Sixty	(760)	Votes
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CITY COUNCIL WARD 4

Tiffany Wesley Plear	Received	Four Hundred, Ninety	(490)	Votes
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CITY COUNCIL WARD 5

Jeanine Rose Faegre	Received	Seven Hundred, Three	(703)	Votes
Seth Gaskins	Received	Three Hundred, Sixty-Three	(363)	Votes

CITY COUNCIL WARD 6

Deanna McKinney	Received	Four Hundred, Eighty-Eight	(488)	Votes
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CITY COUNCIL WARD 7

Adam Henry Knauff	Received	Four Hundred, Twenty	(420)	Votes
Jeffery Charles Mace	Received	Three Hundred, Fifty-Two	(352)	Votes

CITY COUNCIL WARD 8

Robert E. Sheets	Received	Three Hundred, Forty-Nine	(349)	Votes
Cubert Smith	Received	One Hundred, Forty-Seven	(147)	Votes

CERTIFICATE OF BOARD OF CANVASSERS' VOTES CAST
FOR CANDIDATES AT GENERAL ELECTION OF NOVEMBER 6, 2018

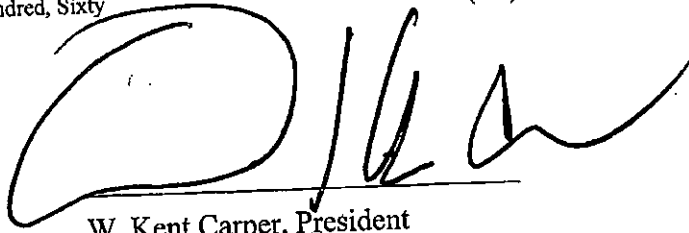
<u>CITY COUNCIL WARD 9</u>			(823)	Votes
Mary Beth Hoover	Received	Eight Hundred, Twenty-Three		
<u>CITY COUNCIL WARD 10</u>			(617)	Votes
E. Keeley Steele	Received	Six Hundred, Seventeen	(8)	Votes
Lloyd A. Hill	Received	Eight		
<u>CITY COUNCIL WARD 11</u>			(651)	Votes
Shannon Snodgrass	Received	Six Hundred, Fifty-One		
<u>CITY COUNCIL WARD 12</u>			(824)	Votes
Joseph Jenkins	Received	Eight Hundred, Twenty-Four		
<u>CITY COUNCIL WARD 13</u>			(748)	Votes
Brent Burton	Received	Seven Hundred, Forty-Eight		
<u>CITY COUNCIL WARD 14</u>			(662)	Votes
Courtney C. Persinger	Received	Six Hundred, Sixty-Two	(537)	Votes
Gary F. Spencer	Received	Five Hundred, Thirty-Seven		
<u>CITY COUNCIL WARD 15</u>			(858)	Votes
Samuel A. Minardi	Received	Eight Hundred, Fifty-Eight	(452)	Votes
Siobhan R. Gerhart	Received	Four Hundred, Fifty-Two		
<u>CITY COUNCIL WARD 16</u>			(661)	Votes
Bobby Reishman	Received	Six Hundred, Sixty-One		
<u>CITY COUNCIL WARD 17</u>			(868)	Votes
Bruce King	Received	Eight Hundred, Sixty-Eight		
<u>CITY COUNCIL WARD 18</u>			(578)	Votes
Richard A. Burka	Received	Five Hundred, Seventy-Eight		
<u>CITY COUNCIL WARD 19</u>			(699)	Votes
Brady A. Campbell	Received	Six Hundred, Ninety-Nine	(456)	Votes
Michelle R. Storage	Received	Four Hundred, Fifty-Six		
<u>CITY COUNCIL WARD 20</u>			(620)	Votes
Chad Robinson	Received	Six Hundred, Twenty		

**CERTIFICATE OF BOARD OF CANVASSERS' VOTES CAST
FOR CANDIDATES AT GENERAL ELECTION OF NOVEMBER 6, 2018**

DUNBAR LEVY
For the Levies
Against the Levies

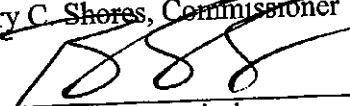
Received One Thousand, Eight Hundred, Seventy-Seven
Received Five Hundred, Sixty

(1,877) Votes
(560) Votes



W. Kent Carper, President
Henry C. Shores

Henry C. Shores, Commissioner



Ben Salango, Commissioner

Approved by:


Marc J. Slotnick, County Attorney

Received by:


Office of the Clerk of the County Commission

Date

11-15-18

CERTIFICATE OF BOARD OF CANVASSERS' VOTES CAST
FOR CANDIDATES AT GENERAL ELECTION OF NOVEMBER 6, 2018

SUMMARY REPORT

Kanawha County, West Virginia
General Election
November 6, 2018

OFFICIAL

Report EL45 Page 001

Run Date: 11/13/18 02:52 PM

VOTES PERCENT

PRECINCTS COUNTED (OF 174)	174	100.00
REGISTERED VOTERS - TOTAL	142,430	
BALLOTS CAST - TOTAL	65,216	
BALLOTS CAST - BLANK	5	.01
VOTER TURNOUT - TOTAL		45.79
VOTER TURNOUT - BLANK		

U.S. SENATOR

(VOTE FOR) 1

JOSEPH MANCHIN, III (DEM)	39,333	61.38
PATRICK MORRISEY (REP)	22,527	35.16
RUSTY HOLLEN (LIB)	2,018	3.15
WRITE-IN	198	.31
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	64,076	

U.S. HOUSE OF REPRESENTATIVES 2nd Congressional District

(VOTE FOR) 1

TALLEY SERGENT (DEM)	34,360	54.17
ALEX X. MOONEY (REP)	27,851	43.91
DANIEL P. "DANNY" LUTZ JR. (MTN)	1,170	1.84
WRITE-IN	50	.08
NO CANDIDATE(S) NOMINATED (LIB)	0	
Total	63,431	

STATE SENATOR 8th Senatorial District

(VOTE FOR) 1

RICHARD LINDSAY (DEM)	14,211	51.61
ED GAUNCH (REP)	13,283	48.24
WRITE-IN	39	.14
NO CANDIDATE(S) NOMINATED (LIB)	0	
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	27,533	

STATE SENATOR 17th Senatorial District

(VOTE FOR) 1

TOM TAKUBO (REP)	18,466	52.40
TERRELL ELLIS (DEM)	16,735	47.49
WRITE-IN	39	.11
NO CANDIDATE(S) NOMINATED (LIB)	0	
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	35,240	

VOTES PERCENT

MEMBER OF HOUSE OF DELEGATES 32nd Delegate District

(VOTE FOR) 3

MARGARET ANNE STAGGERS (DEM)	86	29.35
LUKE LIVELY (DEM)	58	19.80
MELVIN "MEL" KESSLER (DEM)	56	19.11
TOM FAST (REP)	33	11.26
AUSTIN HAYNES (REP)	28	9.56
KAYLA KESSINGER (REP)	23	7.85
DAVID "ELLIOTT" PRITT (MTN)	9	3.07
NO CANDIDATE(S) NOMINATED (LIB)	0	
WRITE-IN	0	
Total	293	

MEMBER OF HOUSE OF DELEGATES 35th Delegate District

(VOTE FOR) 4

DOUG SKAFF, JR. (DEM)	13,202	14.92
ANDREW D. BYRD (DEM)	13,038	14.74
MOORE CAPITO (REP)	12,729	14.39
ERIC NELSON (REP)	11,765	13.30
CHARLOTTE R. LANE (REP)	10,309	11.65
RENATE PORE (DEM)	10,165	11.49
JAMES P. ROBINETTE (DEM)	9,444	10.67
EDWARD R. BURGESS (REP)	7,767	8.78
WRITE-IN	64	.07
NO CANDIDATE(S) NOMINATED (LIB)	0	
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	88,483	

MEMBER OF HOUSE OF DELEGATES 36th Delegate District

(VOTE FOR) 3

LARRY L. ROWE (DEM)	9,651	22.11
ANDREW ROBINSON (DEM)	8,694	19.92
AMANDA ESTEP-BURTON (DEM)	7,165	16.41
CHRIS PRITT (REP)	7,103	16.27
ETHAN MORRIS (REP)	5,563	12.74
MATTHEW JARRETT (REP)	5,434	12.45
WRITE-IN	43	.10
NO CANDIDATE(S) NOMINATED (LIB)	0	
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	43,653	

MEMBER OF HOUSE OF DELEGATES 37th Delegate District

(VOTE FOR) 1

MIKE PUSHKIN (DEM)	3,702	77.66
RICHARD L. PATRICK (REP)	1,063	22.30
WRITE-IN	2	.04
NO CANDIDATE(S) NOMINATED (LIB)	0	
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	4,767	

Run Date: 11/13/18 02:52 PM

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VOTES PERCENT

MEMBER OF HOUSE OF DELEGATES 38th Delegate District

(VOTE FOR) 1		
DIANNA GRAVES (REP)	2,523	58.80
TOM TULL (DEM)	1,759	40.99
WRITE-IN	9	.21
NO CANDIDATE(S) NOMINATED (LIB)	0	
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	4,291	

MEMBER OF HOUSE OF DELEGATES 39th Delegate District

(VOTE FOR) 1		
SHARON LEWIS MALCOLM (REP)	2,436	42.18
DAVID "WOODY" HOLMES (DEM)	2,022	35.01
DANA J. FERRELL (IND)	1,315	22.77
WRITE-IN	2	.03
JESSE JOHNSON (MTN)	0	
NO CANDIDATE(S) NOMINATED (LIB)	0	
Total	5,775	

MEMBER OF HOUSE OF DELEGATES 40th Delegate District

(VOTE FOR) 1		
DEAN JEFFRIES (REP)	3,962	65.08
MELISSA RIGGS HUFFMAN (DEM)	2,123	34.87
WRITE-IN	3	.05
NO CANDIDATE(S) NOMINATED (LIB)	0	
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	6,088	

COUNTY COMMISSIONER

(VOTE FOR) 1		
KENT CARPER (DEM)	38,442	61.11
BILL HUDDLESTON (REP)	24,395	38.78
WRITE-IN	68	.11
NO CANDIDATE(S) NOMINATED (LIB)	0	
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	62,905	

COUNTY COMMISSIONER - UNEXPIRED TERM

(VOTE FOR) 1		
BEN SALANGO (DEM)	45,659	98.30
WRITE-IN	789	1.70
NO CANDIDATE(S) NOMINATED (REP)	0	
NO CANDIDATE(S) NOMINATED (LIB)	0	
NO CANDIDATE(S) NOMINATED (MTN)	0	
Total	46,448	

SUPREME COURT JUSTICE DIVISION 1

(VOTE FOR) 1		
JOANNA I. TABIT	20,993	34.51
TIM ARMSTEAD	20,129	33.09
MARK HUNT	11,751	19.32
JEFF C. WOODS	4,132	6.79
HARRY C. "BO" BRUNER, JR.	1,573	2.59
CHRIS WILKES	602	.99
HIRAM "BUCK" LEWIS, IV	601	.99
RONALD H. HATFIELD, JR.	501	.82
ROBERT H CARLTON	243	.40
D.C. OFFUTT, JR.	213	.35
WRITE-IN	98	.16
Total	60,836	

SUPREME COURT JUSTICE DIVISION 2

(VOTE FOR) 1		
EVAN JENKINS	17,684	30.92
DENNISE RENEE SMITH	11,563	20.22
JIM DOUGLAS	9,768	17.08
WILLIAM SCHWARTZ	5,778	10.10
JEFFREY KESSLER	4,478	7.83
WILLIAM STEWART THOMPSON	4,181	7.31
BRENDEN D. LONG	1,955	3.42
ROBERT J FRANK	764	1.34
MARTY "REDSHOES" SHEEHAN	484	.85
JIM O'BRIEN	438	.77
WRITE-IN	107	.19
Total	57,200	

CIRCUIT JUDGE - UNEXPIRED TERM

(VOTE FOR) 1		
TERA SALANGO	39,074	62.96
DAN GREEAR	17,633	28.41
GREGORY E ELLIOTT	5,256	8.47
WRITE-IN	94	.15
Total	62,057	

KCS LEVY

(VOTE FOR) 1		
For the Levies	35,914	64.53
Against the Levies	19,738	35.47
Total	55,652	

LIBRARY LEVY

(VOTE FOR) 1		
For the Levies	38,748	67.33
Against the Levies	18,800	32.67
Total	57,548	

SUMMARY REPORT

Kanawha County, West Virginia
General Election
November 6, 2018

OFFICIAL

Run Date: 11/13/18 02:52 PM

Report EL45 Page 003

VOTES PERCENT

AMENDMENT 1

(VOTE FOR) 1

AGAINST	34,911	55.25
FOR	28,273	44.75
Total	63,184	

AMENDMENT 2

(VOTE FOR) 1

FOR	42,678	71.10
AGAINST	17,345	28.90
Total	60,023	

MAYOR Charleston

(VOTE FOR) 1

AMY SHULER GOODWIN (DEM)	9,751	50.77
JB AKERS (REP)	8,733	45.47
ANDY BACKUS (IND)	703	3.66
WRITE-IN	19	.10
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	19,206	

MUNICIPAL JUDGE Charleston

(VOTE FOR) 1

ANNE B. CHARNOCK (REP)	12,916	97.59
WRITE-IN	319	2.41
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	13,235	

CITY TREASURER Charleston

(VOTE FOR) 1

VICTOR GRIGORACI (DEM)	14,013	99.03
WRITE-IN	137	.97
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	14,150	

COUNCIL-AT-LARGE Charleston

(VOTE FOR) 6

BECKY CEPERLEY (DEM)	8,913	12.00
BEN ADAMS (DEM)	8,773	11.81
CAITLIN COOK (DEM)	8,746	11.78
JENNIFER PHARR (DEM)	8,645	11.64
JOHN KENNEDY BAILEY (DEM)	8,070	10.87
NAOMI BAYS (DEM)	7,630	10.27
JEREMY D. NELSON (REP)	6,638	8.94
CATHERINE NUTTER (REP)	6,452	8.69
RANDY STANLEY (REP)	5,569	7.50
JERRY "JD" TUCKER (LIB)	2,392	3.22
ANTHONY M WOODS (LIB)	2,219	2.99
WRITE-IN	213	.29
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	74,260	

CITY COUNCIL Ward 1

(VOTE FOR) 1

PATRICK JONES (DEM)	541	99.08
WRITE-IN	5	.92
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	546	

CITY COUNCIL Ward 2

(VOTE FOR) 1

BOBBY HAAS (DEM)	438	99.10
WRITE-IN	4	.90
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	442	

CITY COUNCIL Ward 3

(VOTE FOR) 1

CHUCK OVERSTREET (DEM)	760	99.22
WRITE-IN	6	.78
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	766	

CITY COUNCIL Ward 4

(VOTE FOR) 1

TIFFANY WESLEY PLEAR (DEM)	490	99.19
WRITE-IN	4	.81
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	494	

CITY COUNCIL Ward 5

(VOTE FOR) 1

JEANINE ROSE FAEGRE (DEM)	703	65.89
SETH GASKINS (REP)	363	34.02
WRITE-IN	1	.09
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	1,067	

CITY COUNCIL Ward 6

(VOTE FOR) 1

DEANNA MCKINNEY (DEM)	488	98.39
WRITE-IN	8	1.61
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	496	

CITY COUNCIL Ward 7

(VOTE FOR) 1

ADAM HENRY KNAUFF (REP)	420	54.05
JEFFERY CHARLES MACE (DEM)	352	45.30
WRITE-IN	5	.64
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	777	

SUMMARY REPORT

Kanawha County, West Virginia
General Election
November 6, 2018

OFFICIAL

Run Date: 11/13/18 02:52 PM

Report EL45 Page 004

VOTES PERCENT

CITY COUNCIL Ward 8

(VOTE FOR) 1		
ROBERT E. SHEETS (DEM)	349	68.16
CUBERT SMITH (IND)	147	28.71
WRITE-IN.	16	3.13
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	512	

CITY COUNCIL Ward 9

(VOTE FOR) 1		
MARY BETH HOOVER (DEM)	823	98.56
WRITE-IN.	12	1.44
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	835	

CITY COUNCIL Ward 10

(VOTE FOR) 1		
E. KEELEY STEELE (DEM)	617	91.54
WRITE-IN.	57	8.46
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	674	

CITY COUNCIL Ward 11

(VOTE FOR) 1		
SHANNON SNODGRASS (DEM)	651	97.60
WRITE-IN.	16	2.40
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	667	

CITY COUNCIL Ward 12

(VOTE FOR) 1		
JOSEPH JENKINS (DEM)	824	98.68
WRITE-IN.	11	1.32
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	835	

CITY COUNCIL Ward 13

(VOTE FOR) 1		
BRENT BURTON (REP)	748	98.55
WRITE-IN.	11	1.45
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	759	

CITY COUNCIL Ward 14

(VOTE FOR) 1		
COURTNEY C. PERSINGER (REP)	662	55.21
GARY F. SPENCER (DEM)	537	44.79
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
WRITE-IN.	0	
Total	1,199	

CITY COUNCIL Ward 15

(VOTE FOR) 1		
SAMUEL A. MINARDI (DEM)	858	65.35
SIOBHAN R. GERHART (REP)	452	34.42
WRITE-IN.	3	.23
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	1,313	

CITY COUNCIL Ward 16

(VOTE FOR) 1		
BOBBY REISHMAN (REP)	661	97.78
WRITE-IN.	15	2.22
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	676	

CITY COUNCIL Ward 17

(VOTE FOR) 1		
BRUCE KING (DEM)	868	98.97
WRITE-IN.	9	1.03
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	877	

CITY COUNCIL Ward 18

(VOTE FOR) 1		
RICHARD A. BURKA (REP)	578	96.17
WRITE-IN.	23	3.83
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	601	

CITY COUNCIL Ward 19

(VOTE FOR) 1		
BRADY A. CAMPBELL (REP)	699	60.47
MICHELLE R. STORAGE (DEM)	456	39.45
WRITE-IN.	1	.09
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	1,156	

CITY COUNCIL Ward 20

(VOTE FOR) 1		
CHAD ROBINSON (DEM)	620	99.20
WRITE-IN.	5	.80
NO ADDITIONAL CANDIDATE(S) NOMINAT	0	
Total	625	

DUNBAR LEVY

(VOTE FOR) 1		
For the Levies.	1,877	77.02
Against the Levies	560	22.98
Total	2,437	

[illegible]

160, 160A, 161, 163, 164, 165, 168, 167, 168, 169, 170, 172, 174, 175, 175A, 178, 178A, 179, 180, 180A, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 203A, 204, 204A, 204B, 204C, 205, 205A, 206, 207, 207A, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 240A, 240B, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 303A, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 403A, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 413A, 414, 415, 416, 416A, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964

170, 179

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PLANNING COMMITTEE REPORT

Chairperson, Mary Jean Davis

To: JB Akers, City Clerk

From: Council's Committee on Planning

Date: November 26, 2018

Subject: Bill No. 7797

Your Committee on Planning had under consideration Bill No. 7797 attached hereto and made a part thereof.

Your Committee finds the following:

1. The rezoning is consistent with the future land use map, which designates this property as "Main Street" or "Downtown Transition";
2. The rezoning from C-10 to UCD will allow for flexibility in the redevelopment of existing buildings with relaxed parking standards and enhanced signage standards;
3. Pedestrian-oriented development guidelines, provisions, and uses in the UCD will support the comprehensive plan's goal of a vibrant mixed use neighborhood node within and around the Elk City Historic District;

and reports the same to Council with the recommendation that the Bill No. 7797 do pass.

Mary Jean Davis
Chairman

Jack E. Harrison
Rhena C. Capuley

Nanci Beth Hoon

Larry L. Ware
Bobby Hays
Marion F. Salisbury

Andy Richardson
per phone

Bill No. 7797

Introduced in Council

November 5, 2018

Introduced by

Deanna McKinney

Passed by Council

Referred to

Municipal Planning Commission
Planning Committee

1 Bill No. 7797 amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of
2 January 2006, as amended, and the map made a part thereof, by rezoning from C-10 General Commercial
3 District to UCD Urban Corridor District, those certain parcels of land located at 609 & 611, 613, 615, and 617
4 Tennessee Avenue and 707 & 709, 711, and 713 & 715 Bigley Avenue being Charleston West District, Map 27,
5 Parcels 104, 105, 106, 107, 225, 226, 227, 228, 238, 239,240, and 241 Charleston, West Virginia.

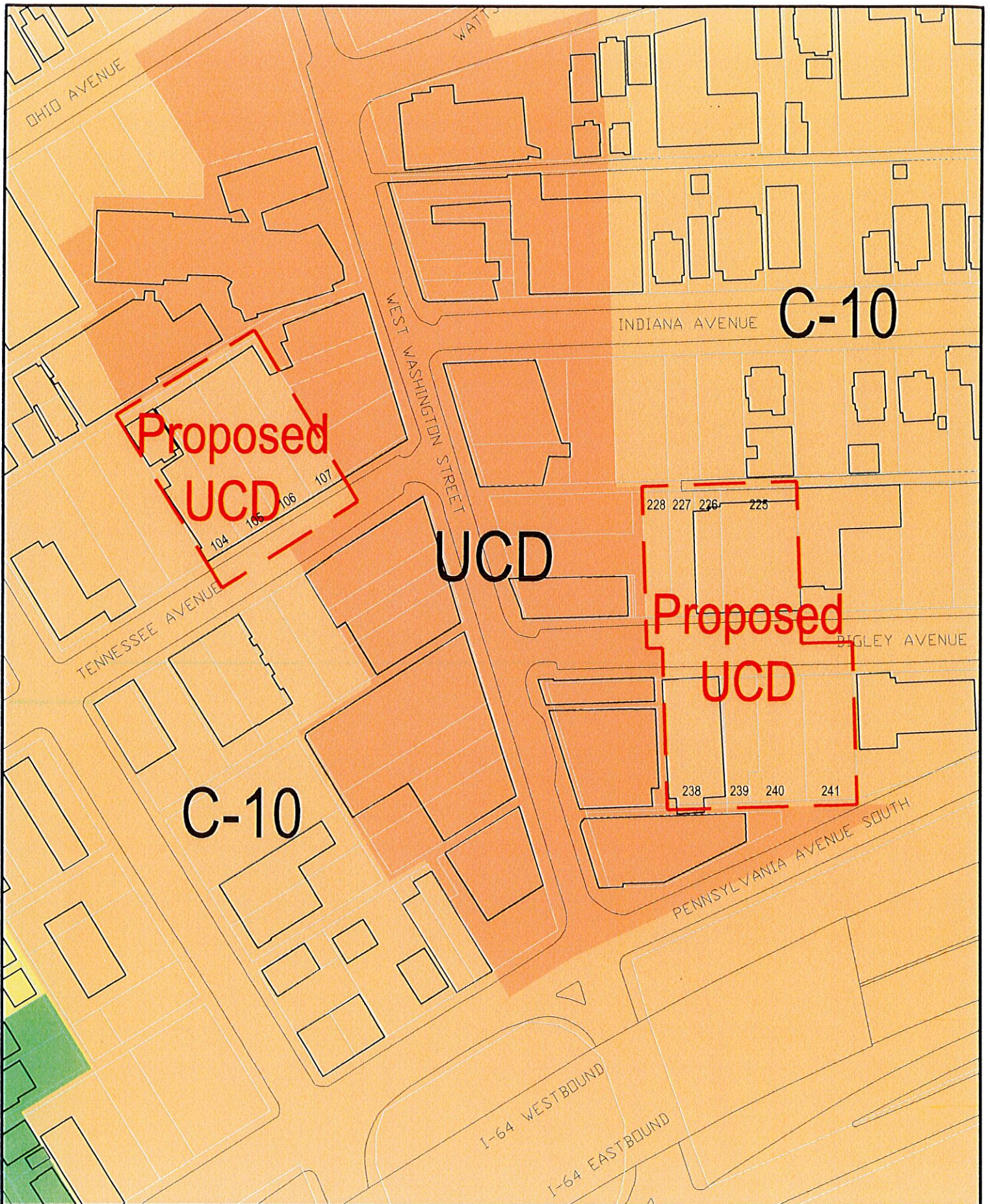
6
7 Be it Ordained by the City Council of the City of Charleston, West Virginia:

8
9 1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006,
10 as amended, is hereby amended by rezoning from a C-10 General Commercial District to UCD Urban Corridor
11 District whole of the following described parcels of land:

12
13 Parcel Nos. 104, 105, 106, 107, 225, 226, 227, 228, 238, 239,240, and 241 as shown upon Charleston
14 Tax Map No. 27. Subject Parcels commonly known as 609 & 611, 613, 615, and 617 Tennessee
15 Avenue and 707 & 709, 711, and 713 & 715 Bigley Avenue and unaddressed parcels, Charleston,
16 West Virginia. Said tax map is of record in the Planning Office.

17
18 2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in
19 accordance with Article 28 of this ordinance.

20
21 3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to
22 the extent of such inconsistency.
23



REZONING FROM C-10 TO UCD

EXHIBIT 1

Bill No. 7798

Introduced in Council:

November 19, 2018

Introduced By:

Mike Clowser, Rick Burka,
Mary Jean Davis, Jack Harrison,
Bobby Haas, Andy Richardson,
Mary Beth Hoover, Jerry Ware,
Susie Salisbury, Becky Ceperley

Passed by Council:

Referred To:

Planning Committee

Municipal Planning Commission

Bill No. 7798: A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 21st day of November, 2005, as amended, and the map made a part thereof, by rezoning from a PMC district to an C-8 district, that certain strip, lots or parcels of land at the corner of 33rd Street and MacCorkle Avenue, S.E., in Kanawha City, in the City of Charleston, Kanawha County, State of West Virginia, owned by Charleston Area Medical Center, Inc., a West Virginia nonprofit, nonstock corporation.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 21st day of November, 2005, as amended, is hereby amended by rezoning from a PMC district to a C-8 district the whole of the following described strip, lots or parcels of land:

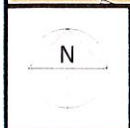
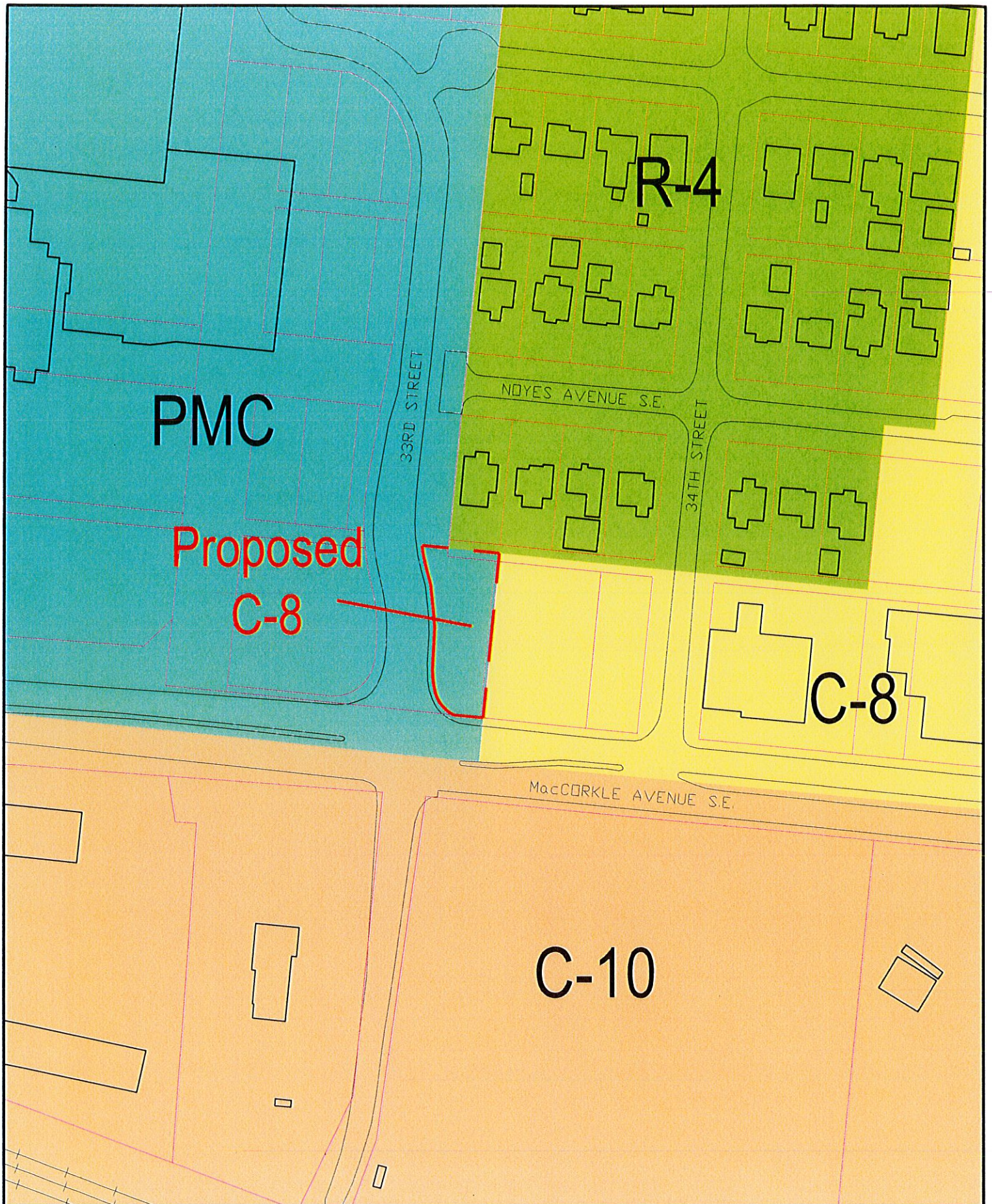
Beginning at a survey nail in concrete, found in the northern right of way line of MacCorkle Avenue, S.E. (WV Route 61) at the southwesterly corner of Lot 14 of Block 18 of the Revised Map of Kanawha City, as recorded in the Office of the Clerk of the County Commission of Kanawha County in Map Book 2, at Pages 148 and 149, said point being in the existing eastern right of way line of 33rd Street and located, for reference, N.84°22'40"W., a distance of 150.00 feet, as measured along the northern right of way line of MacCorkle Avenue, S.E., from a survey nail found at the intersection of the northern right of way line of MacCorkle Avenue, S.E. with the western right of way line of 34th Street; thence, from said beginning point, leaving said Lot 14 and with said right of way line of MacCorkle Avenue, S.E., N.84°22'40"W. ~ 12.99 feet to a 5/8 inch diameter capped rebar, thirty inches long, set; thence leaving MacCorkle Avenue, S.E. and running with the proposed new eastern right of way line of 33rd Street, on a line approximately five feet from the back of the concrete sidewalk along the eastern side of 33rd Street, with a curve to the right, said curve having a radius of 47.00 feet and an arc length of 64.45 feet, the chord of which bears N.33°37'45"W., for a distance of 59.52 feet to a 5/8 inch diameter capped rebar, thirty inches long, set; thence continuing with the proposed new eastern right of way line of 33rd Street, N.05°39'23"E. ~ 11.93 feet to a 5/8 inch diameter capped rebar, thirty inches long, set; thence continuing with the proposed new eastern right of way line of

33rd Street, on a line approximately five feet from the back of the concrete sidewalk along the eastern side of 33rd Street, with a curve to the left, said curve having a radius of 224.39 feet and an arc length of 73.43 feet, the chord of which bears N.03°43'05"W., for a distance of 73.10 feet to a 5/8 inch diameter capped rebar, thirty inches long, set; thence continuing with the proposed new eastern right of way line of 33rd Street, N.13°05'33"W. ~ 11.64 feet to a 5/8 inch diameter capped rebar, thirty inches long, set; thence continuing with the proposed new eastern right of way line of 33rd Street, on a line approximately five feet from the back of the concrete sidewalk along the eastern side of 33rd Street, with a curve to the right, said curve having a radius of 175.61 feet and an arc length of 9.26 feet, the chord of which bears N.11°34'56"W., for a distance of 9.26 feet to a 5/8 inch diameter capped rebar, thirty inches long, set; thence continuing with the proposed new eastern right of way line of 33rd Street, S.84°22'40"E., at 18.98 feet passing the existing eastern right of way line of 33rd Street at its intersection with the southern right of way line of an alley, 16 feet wide, and from this point continuing with the southern right of way line of said alley for 50 feet, for a total distance on this bearing of 68.98 feet to a capped rebar found at the northwesterly corner of the aforementioned Lot 14 of Block 18 of the Revised Map of Kanawha City, said capped rebar being located, for reference, N.84°22'40"W., a distance of 150.00 feet, as measured along the southern right of way line of the said alley, from a survey nail found at the intersection of the southern right of way line of said alley with the western right of way line of 34th Street; thence leaving said alley and with the westerly line of said Lot 14, S.05°37'20"W. ~ 150.00 feet to the point of beginning, containing 7,750 square feet (0.178 acres), more or less.

Being Tax Parcels 88.1 and 89 as shown on Kanawha City Tax Map No. 18. Said tax map is of record in, and used as zoning map sectionals by, the City Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Section 1 of this Ordinance.

3. All prior ordinances, or parts of ordinances, inconsistent with this Ordinance, are hereby repealed to the extent of said inconsistency.



REZONING FROM PMC TO C-8

EXHIBIT 1

City of Charleston Results: Summary Overview

Based on Scripts Filled During the Period of August 2017 through July 2018

Based on Repricing File Results

PBM	# Scripts	Total Discounted AWP Cost	Total Dispensing Fees	Total Admin Fees	Less Rebates*	Total Net Cost**	% Savings	\$ Savings Based on Repricing	Diff. Between Repricing and AWP Discount Guarantees	ACTUAL Guaranteed Total Net Cost
CastiaRx - Current	36,723	\$4,390,760	\$45,524	\$91,808	- \$296,100	\$4,231,991			+ \$115,048	\$4,347,039
MagellanRx	36,723	\$3,680,376	\$39,622	\$110,169	- \$904,197	\$2,925,969	-31%	- \$1,306,023	+ \$475,195	\$3,401,164
EnvisionRx	36,723	\$3,907,384	\$22,898	\$45,904	- \$879,149	\$3,097,038	-27%	- \$1,134,954	+ \$31,860	\$3,128,898
CastiaRx - Proposed	36,723	\$4,045,466	\$27,253	\$45,904	- \$977,410	\$3,141,213	-26%	- \$1,090,779	- \$47,052	\$3,094,161
The Health Plan/ESI - Traditional Model	36,723	\$4,125,091	\$22,434	\$0	- \$372,358	\$3,775,167	-11%	- \$456,824	+ \$77,879	\$3,853,046

PHARMACY BENEFIT MANAGEMENT AGREEMENT

This Pharmacy Benefit Management Agreement ("Agreement") is made and entered into effective as of January 1, 2019 ("Effective Date") by and between **Leehar Distributors, LLC d/b/a CastiaRx ("CastiaRx")**, a Delaware limited liability company, and **City of Charleston, West Virginia ("Client")**.

RECITALS

CastiaRx (formerly LDI Integrated Pharmacy Services) and Client are parties to a Pharmacy Benefits Management Agreement dated January 1, 2014, as amended July 1, 2016 and January 1, 2017 ("Original Agreement"), whereby CastiaRx provides pharmacy benefit management services ("PBM Services") to Client's health Plan ("Plan"); and

The parties desire to update the pricing and terms of the Agreement and have agreed to enter this new Agreement which shall supersede the Original Agreement as of the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms when capitalized shall have the following meanings:

(a) "Administrative Fee" means an all-inclusive fee charged on a per Claim basis as identified in Exhibit E.

(b) "Affiliate" means, with respect to a party, a person or entity controlling, controlled by or under common control with such party.

(c) "AWP" means the average wholesale price, as determined by the current edition of the Medi-Span National Drug Data File ("Medi-Span") of the prescription drug NDC on the day, and of the package size from which, the prescription is dispensed.

(d) "Benefit Plan" means the coverage terms and conditions of the Plan's pharmacy benefit containing all information regarding Copayments, Formulary, days' supply limitations and other Plan coverage details.

(e) "Brand Drug" means a prescription drug designated by Medi-Span indicators as "M," "N" or "O."

(f) "CastiaRx Mail Pharmacy" means one or more licensed pharmacies owned or operated by CastiaRx or an Affiliate of CastiaRx, or under contract to provide mail pharmacy services on behalf of CastiaRx where prescriptions are filled and delivered to Members via mail delivery services, and together with CastiaRx Specialty Pharmacy, referred to collectively from time to time as "CastiaRx Pharmacies."

(g) "CastiaRx Specialty Pharmacy" means one or more licensed pharmacies owned or operated by CastiaRx or an Affiliate of CastiaRx, or under contract to provide specialty pharmacy services, and together with CastiaRx Mail Pharmacy, referred to collectively from time to time as "CastiaRx Pharmacies."

(h) "Claim" means each prescription and supply reimbursement request (i) submitted by Participating Pharmacies and CastiaRx Pharmacies electronically, (ii) Members via paper claim, and (iii) by government agencies (subrogation).

(i) “Compound Prescription” means a prescription that meets the following criteria: (a) two or more solid, semi-solid or liquid ingredients, at least one of which is a Covered Drug; (b) that are weighed or measured then prepared according to the prescriber’s order and pharmacist’s art.

(j) “Copayment” means the Member cost share, including deductibles, required under the Plan to be paid by a Member for Covered Drugs.

(k) “Covered Drugs” means those prescription drugs, supplies, and Specialty Drugs covered and/or authorized for payment or reimbursement as set forth in the Benefit Plan.

(l) “Formulary” means the list of FDA-approved prescription drugs and supplies developed for use by Plans and/or customized by Client for its Benefit Plan.

(m) “Generic Drug” means a prescription drug designated by Medi-Span indicators as “Y.”

(n) “MAC” means the maximum allowable price per unit, charged for a prescription drug product generally available from multiple manufacturers. The MAC list is subject to review and modification to reflect changes in market conditions due to the number of manufacturers, availability, utilization and pricing volatility.

(o) “Member” means an individual and his/her dependents who, under the terms of the Plan, is/are eligible to receive Covered Drugs.

(p) “Multi-Source Generic Drug” means a Generic Drug that (i) is licensed and then currently marketed by more than two (2) drug manufacturers; (ii) is not subject to patent litigation; and (iii) is available in sufficient supply.

(q) “Participating Pharmacy” means any licensed retail pharmacy that has entered into an agreement with CastiaRx to provide pharmacy services to Members. CastiaRx Pharmacies are not Participating Pharmacies.

(r) “Rebates” means all retrospective manufacturer rebates received by CastiaRx under its agreement with pharmaceutical manufacturers and/or rebate aggregators based upon the drug utilization of eligible products by Members at Participating Pharmacies and CastiaRx Pharmacies.

(s) “Single Source Generic Drug” is defined as a Generic Drug which is either (i) commercially available from only one (1) generic manufacturer, or (ii) available from one manufacturer that has been given exclusive rights by the FDA to produce the generic version of a brand drug from six months to a year.

(t) “Specialty Drugs” means those drugs, therapies and ancillary items determined by CastiaRx as having one or more of several key characteristics, including but not limited to: indication for the treatment of chronic and or life-threatening disease states; requiring administration by inhalation, infusion or injection; requiring surveillance, counseling or monitoring in conjunction with use; or requiring special handling in distribution.

(u) “Pass-Through Pricing” means that the Client’s cost for Participating Pharmacy prescription drug Claims, including Speciality Pharmaceuticals, is CastiaRx’ actual reimbursement cost to the Participating Pharmacies for such claims. CastiaRx’ Mail Pharmacy and Speciality Pharmacy charges to Client will be the actual guaranteed discounts set forth in Exhibit E. Rebates shall be the amount set forth in Exhibit E.

2. Scope of PBM Services.

(a) Implementation. CastiaRx shall render PBM Services as described herein, including the Base Administrative Services set forth in Exhibit A, and upon Client request, the Non-Base Administrative Services set forth in Exhibit B, which may require the payment of additional Fees (as defined in Section 3(a)). Client shall provide or arrange for the notification to Members that CastiaRx is the manager of the Plan's benefit (e.g., identification of CastiaRx on ID card, reference in summary plan description, etc.). Client shall provide CastiaRx initial Member eligibility data, and shall continue to provide current and updated real-time eligibility reports specifying Member additions to or terminations from the Plan directly to the CastiaRx database through designated media. CastiaRx shall be entitled to rely on the information presented in such eligibility records as conclusive evidence of the eligibility of Members from the Plan. Client shall be responsible for the payment of all Claims processed for Members prior to the date of receipt of termination of eligibility update information by CastiaRx.

(b) Claims Processing. CastiaRx will perform, or arrange with a third-party claims processor to perform, on-line processing of Claims from Participating Pharmacies and CastiaRx Pharmacies. CastiaRx will perform a standard drug utilization review ("DUR") analysis of each Claim submitted on-line to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect dosages and other circumstances that may be indicative of a clinical issue with a prescription. If elected by Client upon set-up, CastiaRx will process Member-submitted paper claims and government (e.g., Medicaid and VA) subrogation claims in accordance with applicable law. CastiaRx' DUR processes are not intended to substitute for the professional judgment of the prescriber or dispensing pharmacist. Client will have the final responsibility for all decisions with respect to coverage of a Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed Claim will be allowed.

(c) Clinical Services. CastiaRx shall provide the Clinical Services as required or requested by Client as described in Exhibit C. CastiaRx will provide prior authorization ("PA") services as specified and directed by Client utilizing Client-approved PA guidelines to determine whether certain designated drugs are to be deemed covered under the Benefit Plan. In determining whether to authorize coverage of such drug, CastiaRx will apply only the guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided from the prescriber or pharmacist. CastiaRx will not undertake to determine medical necessity or substitute CastiaRx' judgment for the professional judgment and responsibility of the prescriber. CastiaRx has established an external review process for standard and expedited external review requests that are available to Clients upon request on a pass-through of cost basis. Under this process, CastiaRx shall utilize the services of accredited Independent Review Organizations ("IRO"), randomly assigned, in compliance with the federal external review requirements of the Patient Protection and Affordable Care Act ("PPACA").

(d) Formulary and Rebates. CastiaRx shall administer the Formulary elected by the Plan, and shall pay quarterly Rebate amounts based on such Formulary to Client as set forth in Exhibit E (rebates are the greater of 100 percent of the rebates received by CastiaRx or the minimum per net paid Brand Drug guarantees) within one hundred eighty (180) days after the quarter end. CastiaRx may use the services of Affiliated and non-affiliated Rebate aggregators to process Rebates for Client, and such Rebate aggregators retain a portion of the Rebates. Subject to the assumptions set forth in Exhibit E, Client acknowledges and agrees that (i) if Client or Plan elects to apply a different Formulary or materially change the Benefit Plan, or (ii) pharmaceutical manufacturers or Rebate aggregators change the bases for paying Rebates or discontinue payment of Rebates, CastiaRx shall have a right to adjust or eliminate the Rebates and/or modify other financial terms of this Agreement upon notice to Client. Subject to Section 3(b), CastiaRx shall have the right to retain and/or apply Rebates to any Claims Reimbursements and/or Fees remaining unpaid during the Term and following termination of this Agreement.

(e) Pharmacy Networks. CastiaRx shall arrange for or maintain comprehensive networks of Participating Pharmacies that shall provide pharmacy services to Members. Each Participating Pharmacy is an independent contractor of CastiaRx, and CastiaRx shall have no liability to Client, any Member or any other person or entity for any act or omission of any Participating Pharmacy, its agents or employees. Pursuant to a Participating Pharmacy Agreement, CastiaRx shall contractually require each Participating Pharmacy to meet CastiaRx' credentialing requirements, including but not limited to licensure, insurance

and operational standards. CastiaRx also shall provide mail order delivery prescription services to Members through the CastiaRx Mail Pharmacy and Specialty Drugs through the CastiaRx Specialty Pharmacy. Members shall be required to pay Copayments in accordance with the applicable Copayment obligation of Members and in such amounts as provided by the terms of the Plan.

(f) Plan Design. Client represents and warrants throughout the Term that the Benefit Plan provided to CastiaRx are (and will continue throughout the Initial Term and any Renewal Term to be) accurate. Client shall provide written notice of any Plan changes that relate to the provisions of this Agreement and/or CastiaRx' obligations. In the event Client does not give at least thirty (30) days' notice prior to the implementation date of any such change, Client shall be responsible for any additional charges or costs associated with implementing the change.

(g) Specialty Additional Value Program. Client hereby elects to implement the Specialty Additional Value Program ("SAV Program") described below for the fees set forth in Exhibit E. The Client's share of the cost of the Specialty Pharmaceuticals shall be based on the pricing set forth in Exhibit E.

(i) CastiaRx Specialty Pharmacy. CastiaRx Specialty Pharmacy shall be the exclusive Specialty Pharmacy in Client's specialty pharmacy network, except for limited distribution Specialty Pharmaceuticals available only from limited distribution pharmacies. CastiaRx Specialty Pharmacy will research, and assist Members with applications for, pharmaceutical manufacturer copay assistance and coupon programs for the applicable Specialty Pharmaceutical ("Assistance Payments"). The amount of the Assistance Payments shall not be applied to the Member's deductible or out-of-pocket maximum.

(ii) Assistance Payments. The Plan Benefit shall reflect a Member Copayment of 50%, and a Client share of the cost of the product of 50%. Upon application of the Assistance Payments, the Member shall not have any Copayment or other out-of-pocket responsibilities. The Client shall be responsible for the remaining 50% of the cost of the drug. Neither CastiaRx nor CastiaRx Specialty Pharmacy shall have any liability or responsibility for Assistance Payments.

(iii) No Assistance Payments. If there are no Assistance Payments available for a Specialty Pharmaceutical, the Plan Benefit shall reflect the specific Copayment payable by the Member for the product. The Client shall pay the balance of the cost of the drug.

(iv) Limited Distribution Specialty Products. If the Specialty Pharmaceutical is available solely from a Limited Distribution Pharmacy ("LDP"), LDP will determine if there are Assistance Payments available and/or secondary coverage, and/or whether the Member is eligible for such payments. If there are no Assistance Payments available, the Plan Benefit shall reflect the specific Copayment payable by the Member for the product. The Client shall pay the greater of (A) the actual price charged by the LDP; or (B) the Specialty Pharmacy Network rate set forth on Exhibit E.

(v) Client Representations and Release. Client hereby represents and warrants that it has or will timely modify its pharmacy benefit plan design to accurately reflect the terms and conditions of the SAV Program. Client further represents that it shall notify Members of the terms of the SAV Program as required by law, including ERISA and the ACA. If the adoption of SAV Program will be during a plan year, Client acknowledges and agrees that it may have additional notice requirements regarding the change of its pharmacy benefit.

3. Claims Reimbursement, Fees, Billing and Payment.

(a) Fees. In consideration of the PBM Services provided by CastiaRx, Client will pay the applicable Participating Pharmacy and CastiaRx Pharmacies claims reimbursement amounts set forth in Exhibit E ("Claims Reimbursement"), and applicable administrative fees set forth in Exhibits B and C ("Fees").

(b) Billing and Payment. CastiaRx shall invoice Client for Claims Reimbursement amounts and Fees on the 1st and 15th of each month. Client shall pay such fees within thirty (30) days after the receipt of the invoice. CastiaRx may suspend services or terminate this Agreement in the event Client fails to pay CastiaRx the Claims Reimbursement or Fees when due and after five (5) days written notice. All amounts not paid by the due date thereof will bear interest at the rate of 1.0% per month or, if lower, the highest interest rate permitted by law. Client will be responsible for all costs of collection and agrees to reimburse CastiaRx for such costs and expenses, including reasonable attorneys' fees. CastiaRx shall have the right to apply Rebates to any Claims Reimbursements and/or Fees remaining unpaid during the Term and following termination of this Agreement; provided that, Client shall nonetheless be required to pay all such unpaid Claims Reimbursements and Fees. CastiaRx may require the payment of a deposit if Client is delinquent in payment of Fees, or If Client requests CastiaRx to process Claims during a run-off period ("Run-Off Period") following termination of the Agreement.

(c) Invoice/Payment Disputes or Discrepancies. If Client disputes any amount on any invoice or the amount paid on an invoice, Client shall notify the CastiaRx account manager and state the amount in dispute and reasons therefore in writing to CastiaRx within: (i) sixty (60) days of the date of the invoice if ascertainable from the face of invoice; or (ii) thirty (30) days from the date of discovery if the matter is discovered from an audit initiated within one (1) year of the date of invoice; or (iii) thirty (30) days from the date of discovery if the matter can only be discovered from outside information other than the audit as long as the initial discovery is made within twelve (12) months of the date of the invoice. At no time may Client withhold Claims Reimbursement for services provided by a Participating Pharmacy or CastiaRx Pharmacy nor offset an amount from Fees billed for services provided by CastiaRx. In the event that Client or CastiaRx discovers an overcharge, billing or payment discrepancy resulting in an overpayment or underpayment to CastiaRx in the normal course of business or while performing an audit in accordance with Section 3(e), CastiaRx agrees to refund to Client such undisputed overpayment amount within ten (10) business days and Client agrees to make additional payment to CastiaRx to adjust for such undisputed underpayment within ten (10) business days, subject to the parties' resolution or adjudication of amounts in dispute. Failure to dispute the amount as billed by CastiaRx and reflected on CastiaRx' invoice within the time specified herein shall be deemed a waiver of any right to claim entitlement to an offset or recovery of the amount billed by CastiaRx. Notwithstanding the foregoing, in the event that an overpayment is asserted by Client or a Plan fiduciary, CastiaRx may defend such claim based on underpayments going back in time as far as the claimed overpayment.

(d) Audits. Client shall have the right to audit, at its expense, the books and records of CastiaRx once annually to verify the performance of PBM Services, and the accuracy of Claims Reimbursements and Rebates during the previous 12-month period and will be limited to the actual number of Claims (by pharmacy channel) to verify Rebates, and a representative sample of Claims Reimbursements and Fees to verify Client charges. Client shall give CastiaRx a minimum of ninety (90) business days' notice of its desire to audit and any such inspection shall take place at a mutually agreed upon location and date. Client may use the services of an independent third-party auditor that does not have a conflict of interest with CastiaRx to perform the audit, subject to execution of a standard confidentiality agreement. CastiaRx shall accommodate lawful state or federal government agency audit requests, if required. Client and CastiaRx shall cooperate in good faith to reconcile payment discrepancies discovered in an audit within thirty (30) days. Client and its officers, contractors, attorneys, employees, trustees, accountants, auditors and agents agree to keep confidential any information contained in CastiaRx' books and records under the terms of Section 5(c) of this Agreement.

4. Term and Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect for an Initial Term of three (3) years ("Initial Term"), provided, however, that Client shall have the right to terminate this Agreement without cause after the first twenty-four (24) months of this Agreement upon ninety (90) days' prior written notice. In addition, Client shall have the right to terminate this Agreement without cause upon ninety (90) days' prior written notice in the event CastiaRx enters into a merger or acquisition agreement. After the Initial Term, this Agreement shall thereafter automatically renew

for additional successive terms of one (1) year each ("Renewal Term(s)") unless either party gives notice of its intent to not renew the Agreement at least sixty (60) business days prior to the end of the Initial Term or any Renewal Term or unless otherwise terminated in accordance with this Section 4. Except as allowed in Section 4.(d) below, in the event Client determines to terminate the Initial Term or any Renewal Term without cause prior to its expiration or without proper notice as described above, CastiaRx shall be entitled to retain any unpaid Rebates as a termination fee to cover unamortized implementation and/or termination expenses. CastiaRx' retention of Rebates in such circumstances does not constitute a waiver by CastiaRx of its right to determine that any early termination is a breach of this Agreement.

(b) Termination for Cause and Cure. This Agreement may be terminated by a party for cause upon the material breach of another party with at least thirty (30) days prior written notice by the non-breaching party to the other party specifying the breach or default of this Agreement if the breaching party does not cure such breach within such thirty (30) day period. Client may terminate this Agreement with thirty (30) days' written notice if CastiaRx fails to meet the same quarterly performance guarantee for two consecutive quarters. CastiaRx may terminate this Agreement if Client has not cured any non-payment of Fees and/or Claims Reimbursements following five (5) days written notice to Client for non-payment. In the event CastiaRx terminates this Agreement due to Client's uncured breach, CastiaRx shall be entitled to retain any unpaid Rebates as a termination fee for breach; provided that, Client shall nonetheless be required to pay all unpaid Claims and Reimbursements and Fees.

(c) Market Check. After the first eighteen (18) months of the Initial Term, Client shall have the right to perform one (1) market analysis for the remainder of the Term that compares CastiaRx' pricing and financial terms, in the aggregate, to pricing offered by a comparable pharmacy benefit manager (meaning a PBM primarily providing services to self-funded mid-market size health plans) to a comparable health plan, taking into account demographics, account benefit design, formulary, and the pharmacy network ("Market Check"). If the Market Check, provided to CastiaRx in the form offered to Client, would provide greater than three percent (3%) overall annual savings compared to the financial terms of this Agreement, CastiaRx shall have ninety (90) days to offer modified financial terms that, in the aggregate, will provide at least three percent (3%) additional savings compared to the present financial terms under this Agreement. If CastiaRx elects not to provide modified financial terms, Client shall have the right to terminate this Agreement upon ninety (90) days written notice.

(d) Termination Due to Budgetary Appropriations. Service performed under this Agreement may be continued in succeeding fiscal years for the term of this Agreement, contingent upon funds being appropriated by City Council or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, this Agreement shall terminate without penalty on June 30. After that date, this Agreement becomes of no effect and is null and void. However, Client agrees to use its best efforts to have the amounts contemplated under this Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

5. Claim Data and Records; Confidentiality of Proprietary Information.

(a) Claim Data. CastiaRx shall maintain all prescription drug records and supporting claims data and invoices processed by CastiaRx for services rendered under this Agreement for a minimum period of five (5) years from the date of the Claim or such longer period as may be required by law. Upon Client request, CastiaRx shall provide Client Claim data (including PHI if Client so directs) to Client's consultants, brokers or TPAs; provided, however, that Client shall require such third parties, in writing, to maintain the confidentiality of financial information incorporated in such data. Client grants CastiaRx permission to use, sell and/or disclose to third parties for its use the drug and related medical data collected by CastiaRx or provided to CastiaRx by Client for research, cost analyses, cost comparison or other lawful business purposes of CastiaRx and/or such third parties, all without charge to CastiaRx provided, however, that the information so used or disclosed by CastiaRx shall be de-identified in accordance with HIPAA, and provided any such disclosure shall comply with applicable law.

(b) PHI Privacy and Security. The parties have entered into a Business Associate Agreement and agree to comply with all applicable privacy and security laws, including HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

(c) Confidential Information. CastiaRx and Client agree that confidential and proprietary information of CastiaRx includes, but is not limited to, this Agreement, CastiaRx' reporting packages, system formats, proprietary software and related user documentation, clinical and other manuals, utilization review and prescription drug evaluation criteria and other documents, preferred product lists, financial terms under this Agreement, including Participating Pharmacy and CastiaRx Pharmacy pricing and Rebates, Participating Pharmacy agreements, and claims processor, pharmaceutical manufacturer or Rebate aggregator agreements (collectively, "CastiaRx Confidential Information"). Client shall not have a right to use or disclose CastiaRx Confidential Information during the term or after termination of this Agreement except to the extent specifically contemplated by this Agreement. Client shall not disclose CastiaRx Confidential Information to any third party without CastiaRx' prior written consent or as otherwise required by law. Upon termination of this Agreement, Client shall cease using all CastiaRx Confidential Information, trademarks, trade names or service marks of CastiaRx.

6. Indemnification; Limitation of Liability.

(a) By CastiaRx. CastiaRx agrees to indemnify, defend and hold harmless Client, its officers, employees and agents from and against any and all damage, loss, cost and expense (including, without limitation attorney's fees and litigation expenses) ("Costs") incurred by Client in connection with any third-party claims, actions or suits ("Claims") asserted against Client and arising out of CastiaRx' (i) breach of the terms of this Agreement, or (ii) violation of applicable law.

(b) By Client. Client agrees to indemnify, defend and hold harmless CastiaRx, its officers, employees and agents from and against any and all Costs for Claims incurred by CastiaRx arising out of Client's (i) breach of the terms of this Agreement, (ii) violation of applicable law, (iii) Client's Benefit Plan and coverage decisions, or (iv) use of misuse of Client Claim data or PHI.

(c) Limitation of Liability. In no event shall either party be liable for other than actual damages as a result of the performance or default of this Agreement. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Insurance.

(a) CastiaRx Insurance. CastiaRx shall obtain and maintain comprehensive liability insurance in minimum amounts of \$1 Million Dollars (\$1,000,000) per occurrence and \$3 Million Dollars (\$3,000,000) in the aggregate insuring CastiaRx, CastiaRx employees and place of business. CastiaRx shall provide immediate notice to Client of any notice of cancellation, non-renewal or suspension of any of said insurance, and shall provide notice to Client of other material adverse changes to said insurance within ten (10) days of the date which CastiaRx learns of their scheduled occurrence. CastiaRx may satisfy the requirements in this Section through a self-insurance program.

(b) Client's Insurance. Client shall obtain and maintain insurance coverage in amounts standard for Client's business and sufficient to cover its liability and indemnification obligations under this Agreement.

8. Compliance with Law; Client Fiduciary Responsibilities and CastiaRx Financial Disclosures.

(a) Compliance with Law. Client and CastiaRx shall be responsible for ensuring its compliance with any legal obligations, contractual obligations, laws and regulations applicable to its business, including

maintaining any necessary licenses, registrations and permits. If the Plan is subject to the provisions of ERISA, Client shall ensure that its activities with regard to such program are in compliance with ERISA.

(b) Limitation on Fiduciary Responsibilities. CastiaRx is not the sponsor of any employee benefit plan within the meaning of ERISA or otherwise. CastiaRx is not a fiduciary to Client or its Members nor is it responsible for Client's or the Plan's compliance with applicable laws, including but not limited to those laws relating to employee benefit plans and shall have no liability to Members, third-parties or others for the design of the Plan, its coverage conditions, limitations, scope, determinations or other acts or omissions in furtherance thereof. CastiaRx exercises no discretion with respect to the management of the Plan or the control of Plan assets. The services provided by CastiaRx pursuant to this Agreement are provided on a fee for service basis and are intended to facilitate Client making available efficient, cost effective pharmacy health benefits but is not intended to be an endorsement for any prescription drug, drug therapy or delivery method.

(c) CastiaRx Financial Disclosures. CastiaRx derives revenue from Claims Reimbursements and Fees based on the rates set forth herein as well as in one or more of the ways described in the CastiaRx Financial Disclosure Statement set forth in Exhibit D. In negotiating any of the fees and revenues described in this Agreement and the CastiaRx Financial Disclosure Statement CastiaRx and CastiaRx' wholly-owned subsidiaries act on their own behalf and not for the benefit of or as agents for Client, Plan or Members. CastiaRx and CastiaRx' wholly-owned subsidiaries retain all proprietary rights and beneficial interest in such fees and revenues, and accordingly, Client acknowledges that neither it, Members or Plans has a right to receive or possess any beneficial interest in any such fees or revenues; provided, however, that CastiaRx will pay Client amounts equal to the amounts set forth in Exhibit E.

9. Dispute Resolution.

Any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof shall be settled using a single arbitrator in a location agreed to by the parties at the time of the dispute in accordance with the commercial arbitration rules then in effect of the American Arbitration Association. CastiaRx or Client shall send written notice of any dispute to the other parties sixty (60) days before submitting the dispute to binding arbitration. The award entered by the arbitrator shall be final and binding on all parties to arbitration. With respect to any dispute between the parties, each party shall bear its own attorneys' fees, except as otherwise authorized by law or statute, and each party shall pay its pro rata/equal portion of the arbitrator's charges and expenses. Notwithstanding the preceding and other provisions in this Agreement, CastiaRx shall have the right to sue or take other legal action to collect any unpaid Claims Reimbursements or Fees due hereunder.

10. Notices.

All notices and other writings required or permitted to be given under the terms of this Agreement shall be hand delivered, sent via certified or registered mail postage prepaid and return receipt requested, or sent via receipted private delivery service such as UPS to the parties with a copy by facsimile or email transmission, below or to such addresses as the parties may hereafter designate in writing. All notices and other writing required or permitted to be given under the terms of this Agreement shall be deemed given upon hand delivery or on the date received as confirmed by return receipt of certified or registered mail or as confirmed by private delivery service.

If to PBM:

Leehar Distributors, LLC
2275 Half Day Road, Suite 210
Bannockburn, Illinois 60015
Attn: President

With a copy to:

If to Client:

City of Charleston, West Virginia
501 Virginia Street East
Charleston, West Virginia 25301
Attn: Maria Jones
Title: Benefits and Compensation Manager
Telephone Number: (304) 348-8015

legal@castiarx.com

Email: maria.jones@cityofcharleston.org

With a copy to:

City of Charleston, West Virginia
501 Virginia Street East
Charleston, West Virginia 25301
Attn: Paul Ellis
Title: City Attorney of Charleston
Telephone Number: (304) 348-8032
Email: cityattorney@cityofcharleston.org

11. Miscellaneous.

(a) Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri to the extent not preempted by the laws of the United States. The parties agree that, consistent with section 9 herein, any and all disputes arising out of or related to this Agreement shall be exclusively heard and determined either in the courts of the United States Southern District Court of West Virginia, located in City of Charleston, West Virginia (Federal Court), or in the courts of the State of West Virginia (West Virginia State Courts) located in the City of Charleston and County of Kanawha, West Virginia.

(b) Amendment. This Agreement may not be amended or modified in any manner except by written agreement signed by CastiaRx and Client.

(c) Assignment. Client may not assign its rights or obligations under this Agreement to any other person or entity without CastiaRx' written consent, which shall not unreasonably be withheld. CastiaRx may assign its rights and obligations under this Agreement upon written notice to Client. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their successors and/or permitted assigns.

(d) Severability. If any provision of this Agreement shall be held to be illegal, or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of this Agreement shall continue in full force and effect; provided, however, that if the severing of such provision results in a material alteration of this Agreement, the remaining provisions of this Agreement shall be adjusted equitably so that no party benefits disproportionately.

(e) Exclusivity. This Agreement shall be construed as an exclusive Agreement between CastiaRx and Client and shall be deemed to be an agreement that requires Client to utilize CastiaRx and only CastiaRx, for services provided herein.

(f) Entire Agreement. This Agreement, including all Exhibits and the Business Associate Agreement that are incorporated herein for all purposes, constitutes the entire agreement between the parties with regard to the subject matter hereof. Any other prior written or oral agreements between the parties pertaining to the subject matter hereof, including any other pharmacy agreements between CastiaRx and Client or between CastiaRx and Client with regard to the Plan, are null and void and of no further force or effect as of the Effective Date of this Agreement.

(g) Change in Law. If, due to any change in applicable law, regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement makes performance of any part of this Agreement impracticable or impossible, or adversely impacts a party's financial position hereunder, CastiaRx shall have the right to modify, in good faith, the financial terms of this Agreement.

(h) Survival. The provisions of Sections 3, 4, 5, 6, 8-10 and 11(a) shall survive termination of this Agreement for any reason.

[Remainder of Page Left Intentionally Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

LEE HAR DISTRIBUTORS, LLC

CITY OF CHARLESTON, WEST VIRGINIA

By: _____
Albert Thigpen, President

By: _____

Name: _____

Title: _____

EXHIBIT A

BASE ADMINISTRATIVE SERVICES

PBM Services
Customer service for Members, including toll-free telephone number
Electronic/on-line eligibility submission
Standard coordination of benefits (reject for primary carrier)
FSA eligibility feeds
Electronic claims processing
Plan setup
Software training for access to CastiaRx on-line system(s)
Network Pharmacy Services
Pharmacy help desk
Pharmacy network management
Pharmacy reimbursement
Network development upon request
Home Delivery Services
Benefit education
Prescription delivery – standard
Reporting Services
Web-based Client reporting – produced by Client
Claims detail extract file electronic NCPDP format
Annual Strategic Account Plan Report
Billing Reports
Inquiry access to claims processing system
Website Services
Digital Certificates to RxView for Administrators and Staff. Unlimited users
CastiaRx.com for Clients — access to reporting tools, eligibility update capability, contact directory, sales and marketing information, and benefit and enrollment support
CastiaRx Member Portal — access to benefit, drug, health and wellness information, customer service, get electronic pharmacy ID cards, and more
E-Prescription Portal – order and track refills through CastiaRx pharmacy
Implementation Package and Member Communications
Member Packets mailed to Client (includes 2 standard resin ID cards)
Implementation support
Clinical Services
Concurrent DUR
Annual formulary notification to clients
Web services
Monthly drug updates to clients
Quarterly generic and specialty pipeline updates to clients
Standard CastiaRx letters to impacted members for tier changes, new generics, drug discontinuations

EXHIBIT B**NON-BASE ADMINISTRATIVE & CONSULTATIVE SERVICES**

PBM Services	Fee
Manual/hardcopy eligibility submission	\$1.00/update (includes initial entry)
Member submitted paper claims processing	\$1.50/claim
Government (e.g., Medicaid and VA) subrogation Claims processing	\$2.50/claim
Medicare Part B coordination of benefits	\$0.06/claim

Participating Pharmacies	Fee
Pharmacy audit recoveries	20% of audit recoveries

Formulary	Fee
Custom Formulary	Set up: \$65,000 Maintenance: \$6,500/month

Reporting Services	Fee
Web-based client reporting – produced by PBM	\$0 per report
Custom ad-hoc reporting	\$125 per hour

Implementation Package and Member Communication	Fee
Member-requested replacement packets	\$1.50 + postage per packet
Client-requested re-carding	\$1.50 + postage per packet

Medicare Part D Subsidy	Fee
Standard reporting	\$0.00 PMPM
Enhanced reporting	\$0.00 PMPM
Notice of Credible Coverage	\$1.35 per letter + postage

EXHIBIT C
COMPREHENSIVE CLINICAL PROGRAMS

Clinical Program	Fee
Level 1	
- Concurrent DUR - Non-Clinical PA - Lost/stolen overrides - Vacation overrides - Refill too soon - Clinical PA - Medical necessity - Age-limit restriction - Claim \$ amount - Annual formulary notification to clients - Web services - Monthly Drug Updates to clients - Quarterly generic and specialty pipeline updates to clients - Standard PBM letters to impacted Members for tier changes, new generics, drug discontinuations - Quantity Limits	Included
Level 2	
- All Level 1 services PLUS - Comprehensive Step Therapy Program - Maximum Fills Program	\$0.18 PMPM
Level 3	
- All Level 1 & 2 services PLUS - Opioid Safety Program - Refill Management - Additional DUR	\$0.33 PMPM

Supplemental Clinical Programs

Clinical Program			Comprehensive Fee	A La Carte Fee
Level 1				
Quantity Limits - ADHD - Allergy - Anaphylaxis agents - Antidepressants - Antidiabetic supplies - Antiemetics - Antifungal	- Antiviral - Asthma - Dermatological agents - Gastrointestinal - Genitourinary - Glaucoma - Hematologic agents	- Migraine Products - Narcolepsy - Opioid analgesics - Osteoporosis - Pain Management - Sexual Dysfunction drugs - Sleep aids	Included	Included
Level 2				
Comprehensive Step Therapy Program - Acne - ADHD - Antihypertensives (ARBs) - Antidepressant - SNRI - Antidepressant - SSRI	- Asthma (Combination Products) - Asthma (LABAs) - Cholesterol Reducers - Diabetes – oral and injectable - Gabapentin - Gastrointestinal	- Narrow Therapeutic Index drugs - Nasal Steroids - Osteoporosis - Sedatives - Triptans - Urinary Anticholinergics	\$0.15 PMPM	\$0.20 PMPM
Maximum Fills Program Medications are limited to a certain number of fills per year to ensure appropriate use and avoid overutilization			\$0.03 PMPM	\$0.05 PMPM
Level 3				
Opioid Safety Program - Quarterly report that identifies unusual utilization patterns for narcotics (i.e. multiple pharmacies, multiple prescribers and/or multiple opioid prescription fills) - Reports are manually reviewed and analyzed by PBM's clinical pharmacists - Report to plan sponsor and notification to prescribing physicians *includes physician outreach			\$0.10 PMPM	\$0.15 PMPM
Refill Management - Program aims to enhance member medication compliance through written intervention when non-adherence has been identified - Noncompliant members are identified and mailed a refill reminder letter - Physicians are also notified by mail			\$0.05 PMPM	\$0.10 PMPM
Additional DURs			Quoted upon Request	Quoted upon Request

EXHIBIT D
FINANCIAL DISCLOSURE TO CASTIARX CLIENTS

THIS IS A GENERAL DESCRIPTION OF HOW CASTIARX CONDUCTS ITS BUSINESS. PLEASE REVIEW YOUR PBM AGREEMENT TO SEE THE TERMS AND CONDITIONS IN EFFECT FOR YOUR GROUP.

CastiaRx is a provider of pharmacy benefit management (“PBM”) and other related services to numerous client groups including managed care organizations, health insurers, employer groups, third party administrators and government entities. This disclosure provides an overview of the revenue sources that allows CastiaRx to deliver competitive pricing arrangements to clients.

CastiaRx offers its clients a variety of services related to the management of prescription drug benefits. **The specific services provided to each client are documented under a PBM Agreement with our client.** CastiaRx services may include claims processing and adjudication, pharmacy network contracting and management, formulary development and management, rebate management and administration, trend management, and clinical program development and fulfillment. Some of our clients also utilize CastiaRx’ mail order pharmacy to provide their members with convenient access to safe and affordable prescription drugs through home delivery. In addition to the administrative fees paid to us by our clients for certain base or core CastiaRx services, CastiaRx derives revenue from other sources, including arrangements with pharmaceutical manufacturers and retail pharmacies. Some of this revenue relates to utilization of products by members of the clients for whom we provide CastiaRx services.

Manufacturer Rebates – CastiaRx contracts directly or indirectly with pharmaceutical manufacturers to obtain rebates attributable to the utilization of certain prescription products by individuals who receive benefits from clients for whom we provide CastiaRx services. CastiaRx or its affiliates may utilize the services of one or more rebate aggregators to calculate or process client rebates. Any and all third-party rebates will be paid from the proceeds actually received by CastiaRx from the rebate aggregator net of the rebate aggregator fees in accordance with the terms of the client’s PBM Agreement. Rebate amounts vary based on the volume of utilization as well as the benefit design and formulary position applicable to utilization of a product. CastiaRx pays all or a portion of the rebates it receives to a client based on the particulars of the client’s PBM Agreement. To the extent they are not paid out to clients, CastiaRx retains the rebates attributable to client’s utilization. **Please review the terms and conditions of the PBM Agreement to determine the amount of rebates CastiaRx pays.** Further, CastiaRx may retain the financial benefit of the use of any funds held until payment is made to a client. The services of CastiaRx and/or its rebate aggregator with respect to participating manufacturers include making certain drug utilization data available, as allowed by law, for purposes of verifying and evaluating the rebate payments.

Participating Pharmacies – CastiaRx contracts, or arranges for contracts, with retail pharmacies to dispense prescription drugs to members. The rates paid by CastiaRx to these pharmacies differ from one network to another and among pharmacies. CastiaRx generally contracts with clients at a uniform rate that applies to all pharmacies in the selected network or may have a pass-through rate arrangement. **Please review the PBM Agreement to determine the terms and conditions applicable to payments for retail pharmacy claims.** Where the rate paid by a client exceeds the rate negotiated with a particular pharmacy, CastiaRx will realize a positive margin on the applicable prescription. The reverse may also be true, resulting in a negative margin. In addition, CastiaRx retains the benefit of the use of funds when CastiaRx receives payment from a client before paying the pharmacies.

Pharmacy Dispensing and Distribution – One or more CastiaRx affiliates own and operate licensed pharmacies, including the CastiaRx Specialty Pharmacy and CastiaRx Mail Pharmacy. CastiaRx purchases prescription drug inventories, either directly from manufacturers or from drug wholesalers, for dispensing to patients or for distribution to Physician offices. Purchase discounts off of acquisition cost of these products are made available by manufacturers in the form of both up-front and retrospective discounts, and may include fees for certain services provided to manufacturers (e.g., Adverse Event reporting), and patients served through the CastiaRx Specialty Pharmacy. Such discounts are not considered part of the rebates paid to CastiaRx by manufacturers in connection with our rebate program. While rebates are directly attributable to the utilization of pharmaceutical products by individuals who receive benefits from clients for whom we provide PBM services, product acquisition price discounts are based on a pharmacy’s inventory needs and, in the case of specialty pharmacies, the performance of related patient care service obligations. The purchase discounts obtained by these facilities are not based on any client’s benefit design. When CastiaRx dispenses or distributes a product from its inventory or that of its retail pharmacy network, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than the pharmacy’s acquisition cost for the product net of purchase discounts. In some circumstances, there may be a difference between what a client pays for a dispensed product and what CastiaRx reimburses the network pharmacy. In general, CastiaRx realizes an overall positive margin between this net acquisition and the amounts paid for the dispensed products. **The PBM Agreement includes pricing for medications dispensed at CastiaRx Mail and Specialty Pharmacies.**

Data Reporting – From time to time, CastiaRx may sell certain data resulting from its CastiaRx and pharmacy services to healthcare data aggregators and similar entities. CastiaRx does not sell any data unless we are permitted to do so by the terms of our client PBM Agreement and by applicable patient privacy or other laws. In addition, as a condition to receiving access to certain products, a specialty pharmaceutical manufacturer often will require a purchasing specialty pharmacy to report selected information to the manufacturer regarding the pharmacy’s service levels and other de-identified dispensing-related data with respect to patients who receive such manufacturer’s product. A portion of the discounts or other compensation made available to CastiaRx’ specialty pharmacy represents compensation for such reporting. CastiaRx may retain the financial benefit of the discounts or other compensation resulting from such reporting attributable to Client’s de-identified data. All such reporting activities are conducted in compliance with applicable patient privacy laws.

EXHIBIT E**PARTICIPATING PHARMACY AND CASTIARX PHARMACY
PASS THROUGH PRICING AND REBATES****Retail 30 Network (Days' Supply 0-83):**

Year	Brand Discount	Brand Dispense Fee	Generic Discount	Generic Dispense Fee
Year 1	AWP – 17.50%	\$0.95 PNPC	AWP – 81.00%	\$0.95 PNPC
Year 2	AWP – 17.50%	\$0.95 PNPC	AWP – 81.25%	\$0.95 PNPC
Year 3	AWP – 17.50%	\$0.95 PNPC	AWP – 81.50%	\$0.95 PNPC

Retail 90 Network (Days' Supply 84+):

Year	Brand Discount	Brand Dispense Fee	Generic Discount	Generic Dispense Fee
Year 1	AWP – 20.50%	\$0.00 PNPC	AWP – 83.00%	\$0.00 PNPC
Year 2	AWP – 20.50%	\$0.00 PNPC	AWP – 83.25%	\$0.00 PNPC
Year 3	AWP – 20.50%	\$0.00 PNPC	AWP – 83.50%	\$0.00 PNPC

CastiaRx Mail Pharmacy:

Year	Brand Discount	Brand Dispense Fee	Generic Discount	Generic Dispense Fee
Year 1	AWP – 23.50%	\$0.00 PNPC	AWP – 84.00%	\$0.00 PNPC
Year 2	AWP – 23.50%	\$0.00 PNPC	AWP – 84.25%	\$0.00 PNPC
Year 3	AWP – 23.50%	\$0.00 PNPC	AWP – 84.50%	\$0.00 PNPC

CastiaRx Specialty Pharmacy & Retail Network Specialty Pharmacies:

Year	Aggregate Discount	CastiaRx Dispense Fee	Retail Dispense Fee
Year 1	AWP – 18.50%	\$0.00 PNPC	\$0.95 PNPC
Year 2	AWP – 18.75%	\$0.00 PNPC	\$0.95 PNPC
Year 3	AWP – 19.00%	\$0.00 PNPC	\$0.95 PNPC

Specialty Additional Value (SAV) Program:

Monthly Fee	\$1,000.00
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Administrative Fee:

\$1.25 PNPC

Premium Formulary Rebates:

Year	Retail 30	Retail 90	Mail	Specialty
Year	\$105.00 PNPB	\$300.00 PNPB	\$350.00 PNPB	\$1,050.00 PNPB
Year	\$110.00 PNPB	\$325.00 PNPB	\$400.00 PNPB	\$1,150.00 PNPB
Year	\$115.00 PNPB	\$350.00 PNPB	\$450.00 PNPB	\$1,250.00 PNPB

PNPC = per net paid claim

PNPB = per net paid brand

Pricing Assumptions:

- Execution of a three (3) year Agreement effective January 1, 2019.
- Pricing guarantees will not apply to any partial contract year if the Agreement is terminated early for any reason.
- Pricing is based on Post-Settlement AWP.
- Claims will adjudicate at the lowest of U&C (if applicable), MAC (if applicable), or discounted AWP as defined by the 11 digit NDC of the drug dispensed.
- CastiaRx Mail Pharmacy will be the exclusive mail order provider.
- Minimum mail order charge of \$7.99 per prescription.
- Pricing assumes an exclusive arrangement with CastiaRx Specialty Pharmacies. Specialty Drug claims will not be processed through the Retail network, except for those Specialty Drug products that CastiaRx Specialty Pharmacies are unable to dispense.
- Pricing may be adjusted if more than 5% of claims are filled in Georgia, Massachusetts, Hawaii, Puerto Rico and/or Alaska.
- Guarantees include U&C and Zero Balance Due claims.
- Guarantees exclude the following: compounds, over-the-counter (OTC) claims, vaccines, supplies, member-submitted claims, coordination of benefits (COB) claims, in-house pharmacy claims, 340b claims, Specialty claims, Medicaid Subrogation claims, Long-Term Care claims, Home Infusion claims, I/T/U (Indian/Tribal/Indian Urban) claims, claims from entities eligible for federal supply schedule prices (i.e. Department of Veterans Affairs, US Public Health Service, etc.), and non-network pharmacy claims.
- Guarantees will be measured and reconciled at the aggregate level.
- Generic guarantees include Multi-Source Generic and Single-Source Generic drugs.
- Brand guarantees include all claims not included in Generic calculation (except those expressly excluded above).
- Rates do not include compensation or commissions for third parties.
- CastiaRx reserves the right to modify the financial terms herein in the event of changes in the calculation of AWP or industry adoption of other pricing benchmarks, or reduction or elimination of Rebates by pharmaceutical manufacturers, Client implements HDHP or other 100% Member paid plan designs, there is a greater than 20% change in membership, industry-wide drug shortages, or a change in the scope of the PBM services.

Rebate Assumptions:

- Rebates are the greater of 100% of rebates received by CastiaRx or the minimum per net paid Brand Drug guarantees.
- Rebates are contingent upon on Client adoption of the Formulary indicated above and related formulary support requirements (i.e., copayment differentials for preferred and non-preferred drugs (i.e., minimum \$15.00), prior authorization and step therapy programs, and new to market product exclusions implemented during pharmacy and therapeutics committee safety and efficacy reviews periods ("Formulary Programs")).
- Rebates are subject to adjustment if Client adds or excludes drug products that deviate from the Formulary, or discontinues one or more of the Formulary Programs.
- Client agrees not to participate in any other formulary or similar discount program, or enter into any direct or indirect contracts with pharmaceutical companies with respect to the products and services dispensed to Plan Members.
- Rebate guarantees exclude the following: compounds, over-the-counter (OTC) claims, vaccines, supplies, coordination of benefits (COB), HSA/CDHP plans, in-house pharmacy claims, 340b claims, and claims processed through staff model/hospital pharmacies where such pharmacy is subject to its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in any Federal government pharmaceutical purchasing program.
- Rebate are measured and reconciled in aggregate.
- Rebates are conditioned on the continued payment of Rebates by pharmaceutical manufacturers to aggregators and/or CastiaRx. If Rebates are discontinued or materially reduced, CastiaRx shall have the right to adjust or discontinue payment of Rebates hereunder, and to modify the pricing and other financial terms hereunder.
- Rebates shall not be paid until an Agreement is executed.

EXHIBIT F**PERFORMANCE GUARANTEES**

Category	Guarantee	Allocation at Risk	Measurement
Implementation	Implementation	Implementation	Implementation
Timeline	Implement Client's coverage and plan design elements set forth in the signed plan document, or as may be amended by Client in writing from time to time, within ten (10) business days	2.5%	Quarterly (Client Specific)
Account Management	Account Management	Account Management	Account Management
Response Time	Account Management will provide acknowledgement of your inquiry within 4 hours of receipt Account Management will provide a resolution or a plan to bring your inquiry to resolution within 72 hours of acknowledgement	2.5%	Quarterly (Client Specific)
Reporting	Reporting	Reporting	Reporting
Timeliness	Standard reports will be delivered within 30 days after the close of the quarter and 45 days after year end	2.5%	Quarterly & Annually (Client Specific)
Call Center	Call Center	Call Center	Call Center
Average Speed of Answer	90% of incoming telephone calls will be answered within 30 seconds during normal call center business hours	15%	Annual (Book of Business)
Abandonment Rate	5% or less of calls will be abandoned	15%	Annual (Book of Business)
First Call Resolution	95% or more of issues will be resolved on the first point of contact	15%	Annual (Book of Business)
Written Inquiry Response Time	90% or more written inquiries will be responded to within five (5) business days; 100% or more written inquiries will be responded to within ten (10) business days	2.5%	Annual (Book of Business)
Claims Processing	Claims Processing	Claims Processing	Claims Processing
Mail Order Dispensing Accuracy	99.0% of all prescriptions will be dispensed accurately	15%	Quarterly (Client Specific)

Mail Order Turnaround Time – No Intervention	94% prescriptions not subject to intervention within an average of two (2) business days	15%	Quarterly (Client Specific)
Mail Order Turnaround Time – Intervention	94% of prescriptions subject to intervention within an average of five (5) business days	15%	Quarterly (Client Specific)

Term and Conditions:

CastiaRx' maximum cumulative liability to Client for penalties for failure to meet any or all of the performance guarantees set forth above shall not exceed \$50,000 for each year of the contract. Associated individual guarantee penalty allocations are set forth above.

All of the above performance guarantees are based upon the initial date of the receipt of complete and valid plan change information signed by the Client.

In the event CastiaRx does not meet or exceed an offered performance guarantee, CastiaRx will calculate the applicable amount due to the Client within 90 days after the end of the contract year.

The performance guarantees offered will become effective from the date the contract is executed. In the event the effective date passes without a signed contract, the performance guarantees will become effective in the first calendar quarter following the receipt of a signed contract. CastiaRx shall have no liability for the reporting of the performance guarantees or performance guarantee penalties during any period in which an executed contract is not in place.

Resolution No. 146-18

Introduced in Council

Passed by Council

December 3, 2018

Introduced by
Robert Reishman

Referred from
Finance Committee

1 Resolution No. 146-18: Authorizing the Mayor and/or City Manager to enter into
2 an agreement with Castia Rx to serve as the City's Pharmacy Benefit Manager for the
3 period January 1, 2019 through December 31, 2022. The agreement is subject to final
4 review and approval by the City's legal department and annual budgetary
5 appropriations by Charleston City Council. Based on repricing of claims for the period
6 August 1, 2017 through July 31, 2018, the agreement is anticipated to result in an
7 estimated annual savings of over one (1) million and three (3) million over the term of
8 the agreement. The agreement also includes a performance guarantee with applicable
9 penalties should CastiaRx not meet the key performance measures as set forth in the
10 agreement.

11

PBM	Total Net Cost	Annual Savings
12 Castia Rx Proposed	3,094,160	1,137,831
14 Magellan Rx	3,401,165	830,826
15 Envision Rx	3,128,896	1,103,095
16 Express Scripts	3,853,046	378,945

17

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

19

20 That the Mayor or his designee is hereby authorized and directed to enter into an
21 agreement with Castia Rx to serve as the City's Pharmacy Benefit Manager for the
22 period January 1, 2019 through December 31, 2022. The agreement is subject to final
23 review and approval by the City's legal department and annual budgetary
24 appropriations by Charleston City Council.

CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
November, 2018

Department		Type	Current Month				Year-to-Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	35,616.69	36,792	(1,175)	-3.30%	130,595	131,770	(1,175)	-0.90%	308,678	176,908
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	4	Total	35,617	36,792	(1,175)	-3.30%	130,595	131,770	(1,175)	-0.90%	308,678	176,908
Actual	4	Total	35,617	36,792	(1,175)	-3.30%	130,595	131,770	(1,175)	-0.90%	308,678	176,908
City Council												
	410	Regular	15,600	14,400	1,200	7.69%	57,200	44,000	13,200	23.08%	135,200	91,200
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	26	Total	15,600	14,400	1,200	7.69%	57,200	44,000	13,200	23.08%	135,200	91,200
Actual	26	Total	15,600	14,400	1,200	7.69%	57,200	44,000	13,200	23.08%	135,200	91,200
City Manager - Admin.												
	412-00	Regular	70,609	63,043	7,566	10.72%	258,899	231,157	27,742	10.72%	611,943	380,786
		IPT	577	-	577	100.00%	2,115	-	2,115	100.00%	5,000	5,000
		Overtime	-	-	-		-	-	-		-	-
Budget	8	Total	71,186	63,043	8,143	11.44%	261,014	231,157	29,858	11.44%	616,943	385,786
Actual	7	Total	71,186	63,043	8,143	11.44%	261,014	231,157	29,858	11.44%	616,943	385,786
City Manager - Const.												
	412-50	Regular	63,817	63,636	182	0.28%	233,996	232,787	1,210	0.52%	553,082	320,295
		IPT	5,192	1,840	3,353	64.57%	19,038	9,542	9,497	49.88%	45,000	35,458
		Overtime	6,923	4,822	2,101	30.35%	25,385	31,553	(6,169)	-24.30%	60,000	28,447
Budget	14	Total	75,933	70,297	5,636	7.42%	278,419	273,881	4,538	1.63%	658,082	384,201
Actual	14	Total	75,933	70,297	5,636	7.42%	278,419	273,881	4,538	1.63%	658,082	384,201
City Treasurer												
	413	Regular	14,217	14,217	(0)	0.00%	52,128	52,128	(0)	0.00%	123,211	71,083
		IPT	1,038	-	1,038	100.00%	3,808	637	3,171	83.28%	9,000	8,364
		Overtime	-	-	-		-	-	-		-	-
Budget	3	Total	15,255	14,217	1,038	6.81%	55,935	52,764	3,171	5.67%	132,211	79,447
Actual	3	Total	15,255	14,217	1,038	6.81%	55,935	52,764	3,171	5.67%	132,211	79,447
City Collector												
	414	Regular	79,010	78,724	285	0.36%	289,702	288,655	1,047	0.36%	684,750	396,095
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	4	(4)	-100.00%	-	26	(26)	-100.00%	-	(26)
Budget	15	Total	79,010	78,729	281	0.36%	289,702	288,682	1,020	0.35%	684,750	396,068
Actual	15	Total	79,010	78,729	281	0.36%	289,702	288,682	1,020	0.35%	684,750	396,068
City Clerk												
	415	Regular	14,309	14,309	(0)	0.00%	52,466	52,466	(0)	0.00%	124,011	71,545
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	3	Total	14,309	14,309	(0)	0.00%	52,466	52,466	(0)	0.00%	124,011	71,545
Actual	3	Total	14,309	14,309	(0)	0.00%	52,466	52,466	(0)	0.00%	124,011	71,545
Municipal Court												
	416	Regular	32,457	33,383	(926)	-2.83%	119,008	121,654	(2,646)	-2.22%	281,292	159,638
		IPT	2,077	1,950	127	6.14%	7,615	5,539	2,076	27.26%	18,000	12,461
		Overtime	3,231	4,347	(1,116)	-34.56%	11,846	15,240	(3,394)	-28.65%	28,000	12,760
Budget	8	Total	37,764	39,680	(1,915)	-5.07%	138,470	142,434	(3,964)	-2.86%	327,292	184,858
Actual	8	Total	37,764	39,680	(1,915)	-5.07%	138,470	142,434	(3,964)	-2.86%	327,292	184,858

Issued: November 30, 2018

Current Month includes 3 pay periods covering the period of October 14, 2018 through November 24, 2018
 Year-to-Date includes 11 pay periods covering the period of June 24, 2018 through November 24, 2018

CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
November, 2018

Department		Type	Current Month				Year-to-Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	44,185	44,185	(0)	0.00%	162,011	161,737	274	0.17%	382,936	221,199
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	5	Total	44,185	44,185	(0)	0.00%	162,011	161,737	274	0.17%	382,936	221,199
Actual	5											
Accounting	418	Regular	33,134	33,133	0	0.00%	121,490	121,489	0	0.00%	287,157	165,668
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	5	Total	33,134	33,133	0	0.00%	121,490	121,489	0	0.00%	287,157	165,668
Actual	5											
Engineering - General	420-00	Regular	53,289	53,174	115	0.22%	195,394	194,849	545	0.28%	461,841	266,992
		IPT	404	-	404	100.00%	1,481	-	1,481	100.00%	3,500	3,500
		Overtime	-	-	-		-	-	-		-	-
Budget	7	Total	53,693	53,174	519	0.97%	196,875	194,849	2,026	1.03%	465,341	270,492
Actual	7											
Engineering - Stormwater	420-01	Regular	25,036	25,036	0	0.00%	91,798	91,798	0	0.00%	216,976	125,178
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	4	Total	25,036	25,036	0	0.00%	91,798	91,798	0	0.00%	216,976	125,178
Actual	4											
MOECD	421	Regular	45,493	45,493	0	0.00%	166,807	166,807	0	0.00%	394,272	227,465
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	7	Total	45,493	45,493	0	0.00%	166,807	166,807	0	0.00%	394,272	227,465
Actual	7											
Human Resources	422	Regular	53,584	53,584	0	0.00%	196,476	196,476	0	0.00%	464,397	267,921
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	8	Total	53,584	53,584	0	0.00%	196,476	196,476	0	0.00%	464,397	267,921
Actual	8											
Mail Room	431	Regular	7,416	5,021	2,395	32.29%	27,192	24,797	2,395	8.81%	64,272	39,475
		IPT	-	-	-		-	-	-		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	2	Total	7,416	5,021	2,395	32.29%	27,192	24,797	2,395	8.81%	64,272	39,475
Actual	2											
Building Commission	436	Regular	73,013	71,133	1,881	2.58%	267,715	264,209	3,507	1.31%	632,782	368,573
		IPT	-	-	-		-	20	(20)		-	-
		Overtime	-	-	-		-	-	-		-	-
Budget	13	Total	73,013	71,133	1,881	2.58%	267,715	264,228	3,487	1.30%	632,782	368,573
Actual	13											

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CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
November, 2018

Department	Code	Type	Current Month				Year-to-Date				Annual	
			Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	45,529	43,667	1,862	4.09%	166,941	162,295	4,646	2.78%	394,587	232,292
		IPT	1,385	-	1,385	100.00%	5,077	-	5,077	100.00%	12,000	12,000
		Total	46,914	43,667	3,247	6.92%	172,018	162,295	9,723	5.65%	406,587	244,292
Information Systems	439	Regular	91,251	82,473	8,778	9.62%	334,585	302,399	32,186	9.62%	790,838	488,439
		IPT	-	-	-	-	-	-	-	-	-	-
		Total	91,251	82,473	8,778	9.62%	334,585	302,399	32,186	9.62%	790,838	488,439
Building Maintenance	440	Regular	26,738	26,564	174	0.65%	98,038	98,361	(324)	-0.33%	231,725	133,364
		IPT	-	-	-	-	-	400	(400)	-	-	(400)
		Total	26,738	26,564	174	0.65%	98,038	98,761	(723)	-0.74%	231,725	132,964
		Budget	2,077	3,226	(1,149)	-55.31%	7,615	14,695	(7,080)	-92.96%	18,000	3,305
		Actual	28,814	29,789	(975)	-3.38%	105,653	113,456	(7,803)	-7.39%	249,725	136,269
Strategy Management	442	Regular	17,182	17,182	0	0.00%	63,000	63,000	0	0.00%	148,908	85,908
		IPT	-	-	-	-	-	-	-	-	-	-
		Total	17,182	17,182	0	0.00%	63,000	63,000	0	0.00%	148,908	85,908
Morris Square Property	500	Regular	6,941	7,002	(61)	-0.88%	25,449	25,510	(61)	-0.24%	60,152	34,642
		IPT	-	-	-	-	-	-	-	-	-	-
		Total	6,941	7,002	(61)	-0.88%	25,449	25,510	(61)	-0.24%	60,152	34,642
		Budget	1,385	2,260	(876)	-63.25%	5,077	7,020	(1,943)	-38.27%	12,000	4,980
		Actual	8,325	9,262	(937)	-11.25%	30,526	32,530	(2,004)	-6.56%	72,152	39,622
Public Works	566	Regular	12,000	12,000	-	0.00%	44,000	44,000	-	0.00%	104,000	60,000
		IPT	-	-	-	-	-	-	-	-	-	-
		Total	12,000	12,000	-	0.00%	44,000	44,000	-	0.00%	104,000	60,000
		Budget	1	-	-	-	-	-	-	-	-	-
		Actual	1	12,000	-11,999	-100.00%	44,000	44,000	-	0.00%	104,000	60,000
Public Grounds - Adm.	567-00	Regular	102,236	99,361	2,876	2.81%	374,866	363,043	11,823	3.15%	886,048	523,005
		IPT	-	-	-	-	-	-	-	-	-	-
		Total	102,236	99,361	2,876	2.81%	374,866	363,043	11,823	3.15%	886,048	523,005
		Budget	27	432	3,029	87.52%	12,692	2,941	9,751	76.83%	30,000	27,059
		Actual	27	99,793	5,905	5.59%	387,559	365,985	21,574	5.57%	916,048	550,063
Public Grounds - C/T	567-01	Regular	7,092	7,092	-	0.00%	26,004	26,003	1	0.00%	61,464	35,461
		IPT	-	-	-	-	-	-	-	-	-	-
		Total	7,092	7,092	-	0.00%	26,004	26,003	1	0.00%	61,464	35,461
		Budget	2	577	187	67.52%	2,115	187	1,928	91.14%	5,000	4,813
		Actual	2	7,669	7,279	5.08%	28,119	26,190	1,929	6.86%	66,464	40,274

CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
November, 2018

Department			Type	Current Month				Year-to-Date				Annual			
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available			
Police - Uniform			700-00	Regular	923,490	932,216	(8,726)	-0.94%	3,386,129	3,354,916	31,213	0.92%	8,003,578	4,648,662	
				Overtime	274,463	234,346	40,117	14.62%	841,074	939,059	(97,985)	-11.65%	1,911,554	972,495	
				Reimb.	(2,885)	(352)	(2,533)	-87.80%	(10,577)	(10,464)	(113)	-1.07%	(25,000)	(14,536)	
				Total	1,195,069	1,166,210	28,858	2.41%	4,216,626	4,283,511	(66,885)	-1.59%	9,890,132	5,606,621	
				Actual	171										
Police - Civilian			700-01	Regular	94,026	101,187	(7,161)	-7.62%	344,762	352,747	(7,985)	-2.32%	814,893	462,146	
				IPT	5,769	3,880	1,889	32.75%	21,154	14,520	6,634	31.36%	50,000	35,480	
				Overtime	12,923	10,369	2,555	19.77%	47,385	40,223	7,162	15.11%	112,000	71,777	
				Total	112,718	115,436	(2,717)	-2.41%	413,301	407,490	5,811	1.41%	976,893	569,403	
				Budget	24										
				Actual	24										
Fire - Uniform			706-00	Regular	1,044,220	1,034,826	9,395	0.90%	3,569,873	3,504,276	65,598	1.84%	8,318,138	4,813,862	
				Overtime	112,766	80,463	32,302	28.65%	413,474	335,658	77,816	18.82%	977,302	641,645	
				Reimb.	(1,385)	(432)	(953)	-68.80%	(5,077)	(10,816)	5,739	113.03%	(12,000)	(1,184)	
				Total	1,155,601	1,114,857	40,744	3.53%	3,978,270	3,829,117	149,152	3.75%	9,283,440	5,454,323	
				Budget	169										
				Actual	160										
Fire - Civilian			706-01	Regular	9,849	9,849	0	0.00%	36,112	36,112	0	0.00%	85,356	49,244	
				IPT	-	-	-	-	-	-	-	-	-	-	
				Overtime	-	-	-	-	-	-	-	-	-	-	
				Total	9,849	9,849	0	0.00%	36,112	36,112	0	0.00%	85,356	49,244	
				Budget	2										
				Actual	2										
TPT			712	Regular	57,740	55,538	2,202	3.81%	211,714	201,213	10,501	4.96%	500,416	299,203	
				IPT	-	-	-	-	-	-	-	-	-	-	
				Overtime	1,615	1,699	(83)	-5.17%	5,923	7,309	(1,386)	-23.40%	14,000	6,691	
				Total	59,356	57,237	2,118	3.57%	217,638	208,522	9,115	4.19%	514,416	305,894	
				Budget	12										
				Actual	12										
Emergency Services			716	Regular	18,297	17,122	1,175	6.42%	67,090	65,915	1,175	1.75%	158,577	92,662	
				IPT	-	-	-	-	-	-	-	-	-	-	
				Overtime	-	-	-	-	-	-	-	-	-	-	
				Total	18,297	17,122	1,175	6.42%	67,090	65,915	1,175	1.75%	158,577	92,662	
				Budget	2										
				Actual	2										
Street			750	Regular	277,602	253,335	24,267	8.74%	1,017,873	973,232	44,641	4.39%	2,405,882	1,432,650	
				IPT	-	-	-	-	-	-	-	-100.00%	-	-	
				Overtime	26,308	47,304	(20,996)	-79.81%	96,462	131,166	(34,704)	-35.98%	300,000	168,834	
				Total	303,909	300,639	3,271	1.08%	1,114,335	1,104,398	9,937	0.89%	2,705,882	1,601,484	
				Budget	73										
				Actual	66										
Equipment Maintenance			754	Regular	96,531	93,184	3,348	3.47%	353,947	363,392	(9,444)	-2.67%	836,603	473,211	
				IPT	-	-	-	-	-	-	-	-	-	-	
				Overtime	7,500	8,781	(1,281)	-17.08%	27,500	24,747	2,753	10.01%	65,000	40,253	
				Total	104,031	101,965	2,066	1.99%	381,447	388,139	(6,692)	-1.75%	901,603	513,464	
				Budget	22										
				Actual	20										

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Current Month includes 3 pay periods covering the period of October 14, 2018 through November 24, 2018
 Year-to-Date includes 11 pay periods covering the period of June 24, 2018 through November 24, 2018

CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
November, 2018

Department Name	Code	Type	Current Month				Year-to-Date				Annual	
			Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Refuse & Recycling	800	Wages										
		Regular	238,166	218,796	19,370	8.13%	873,276	769,784	103,492	11.85%	2,064,107	1,294,323
		IPT	-	-	-	-	-	-	-	-	-	-
Budget	67	Overtime	32,308	51,097	(18,789)	-58.16%	118,462	122,015	(3,554)	-3.00%	280,000	157,985
		Total	270,474	269,893	581	0.21%	991,738	891,799	99,939	10.08%	2,344,107	1,452,308
		Actual	65									
Parks & Recreation	900	Regular	144,208	131,130	13,078	9.07%	528,763	505,339	23,424	4.43%	1,249,804	744,465
		IPT	5,600	11,433	(5,833)	-104.16%	156,800	161,289	(4,489)	-2.86%	280,000	118,711
		Overtime	7,385	1,836	5,549	75.14%	27,077	31,841	(4,764)	-17.60%	64,000	32,159
Budget	33	Total	157,193	144,399	12,794	8.14%	712,640	698,470	14,170	1.99%	1,593,804	895,334
		Actual	30									
Public Arts	906	Regular	6,231	5,769	462	7.41%	22,846	21,154	1,692	7.41%	54,000	32,846
		IPT	-	-	-	-	-	-	-	-	-	-
		Overtime	-	-	-	-	-	-	-	-	-	-
Budget	1	Total	6,231	5,769	462	7.41%	22,846	21,154	1,692	7.41%	54,000	32,846
		Actual	1									
Municipal Auditorium	910	Regular	11,157	11,226	(69)	-0.62%	40,909	41,006	(96)	-0.24%	96,695	55,689
		IPT	-	-	-	-	-	-	-	-	-	-
		Overtime	577	809	(232)	-40.16%	2,115	2,119	(3)	-0.15%	5,000	2,881
Budget	3	Total	11,734	12,035	(301)	-2.56%	43,025	43,124	(99)	-0.23%	101,695	58,571
		Actual	3									
Spring Hill Cemetery	952	Regular	38,018	38,033	(14)	-0.04%	139,400	139,647	(247)	-0.18%	329,492	189,845
		IPT	-	-	-	-	32,938	25,999	6,939	21.07%	62,000	36,001
		Overtime	1,385	307	1,077	77.82%	5,077	1,891	3,186	62.75%	12,000	10,109
Budget	8	Total	39,403	38,340	1,063	2.70%	177,415	167,537	9,878	5.57%	403,492	235,955
		Actual	8									
General Fund	782	Regular	3,929,289	3,846,813	82,476	2.10%	14,148,457	13,790,122	358,335	2.53%	33,322,063	19,531,941
		IPT	22,042	19,102	2,940	13.34%	250,026	217,925	32,101	12.84%	484,500	266,575
		Overtime	494,883	452,289	42,593	8.61%	1,649,278	1,707,711	(58,432)	-3.54%	3,893,856	2,186,145
Budget	754	Reimb.	(4,269)	(784)	(3,485)	-81.64%	(15,654)	(21,280)	5,626	35.94%	(37,000)	(15,720)
		Total	4,441,944	4,317,420	124,524	2.80%	16,032,107	15,694,479	337,629	2.11%	37,663,419	21,968,940
		Actual	754									

CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
November, 2018

Department		Type	Current Month				Year-to-Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Civic Center		Regular	134,764	120,015	14,749	10.94%	494,134	428,698	65,436	13.24%	1,167,953	739,255
		IPT	39,808	30,794	9,014	22.64%	145,962	78,412	67,550	46.28%	345,000	266,588
		Overtime	6,000	14,415	(8,415)	-140.25%	22,000	29,485	(7,485)	-34.02%	52,000	22,515
	Budget 28											
	Actual 25	Total	180,572	165,224	15,348	8.50%	662,096	536,595	125,501	18.96%	1,564,953	1,028,358
Parking System		Regular	67,712	61,188	6,523	9.63%	248,276	232,289	15,986	6.44%	586,833	354,544
		IPT	5,885	4,862	1,023	17.38%	21,577	19,776	1,801	8.35%	51,000	31,224
		Overtime	1,846	990	856	46.39%	6,769	10,625	(3,856)	-56.96%	16,000	5,375
	Budget 18											
	Actual 17	Total	75,442	67,040	8,402	11.14%	276,622	262,691	13,931	5.04%	653,833	391,142

Total		Regular	4,131,764	4,028,016	103,748	2.51%	14,890,866	14,451,109	439,757	2.95%	35,076,849	20,625,740
		IPT	67,735	54,758	12,977	19.16%	417,564	316,113	101,451	24.30%	880,500	564,387
		Overtime	502,729	467,694	35,035	6.97%	1,678,048	1,747,821	(69,773)	-4.16%	3,961,856	2,214,035
		Reimb.	(4,269)	(784)	(3,485)	81.64%	(15,654)	(21,280)	5,626	-35.94%	(37,000)	(15,720)
	Budget 828	Total	4,697,958	4,549,684	148,274	3.16%	16,970,825	16,493,764	477,061	2.81%	39,882,205	23,388,441
	Actual 796											

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Current Month includes 3 pay periods covering the period of October 14, 2018 through November 24, 2018

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Year-to-Date includes 11 pay periods covering the period of June 24, 2018 through November 24, 2018

Vacancy Report:

City Manager	1
-	-
-	-
-	-
-	-
Total General Fund	1
Civic Center	-
Parking System	-
Total All	1

As of November 30, 2018