CHARLESTON CITY COUNCIL

Regular Meeting

May 3, 2021
at 7:00 PM

THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIWED LIVE VIA ZOOM
THE RECORDING WILL LATER BE MADE AVALIABLE ON CHARLESTONWV.CIVICCLERK.COM

Charleston Coliseum and Convention Center, West Hall 1
Charleston, WV

AGENDA

***Join via internet:**
https://us02web.zoom.us/j/87443260698?pwd=NlRCYnkzSzFUcUVGYnZrdzhKU0gzdz09
Passcode: 438802
***Join via Telephone: (312) 626-6799 or (929) 436-2866**
Webinar ID: 874 4326 0698

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).
2. Claims 5-3-2021

PROCLAMATIONS

1. 5-3-2021

COMMUNICATIONS

1. 5-3-2021

REPORTS OF STANDING COMMITTEES

PARKS AND RECREATION

1. Bill No. 7901 - A BILL to amend the Municipal Code of the City of Charleston relating to providing authorization for the waiver of certain fees for use of public parks and recreation facilities. (to be voted on under Finance)

ORDINANCE AND RULES

1. Bill No. 7897 - A BILL to amend the Municipal Code of the City of Charleston relating to updating the urban deer management to be consistent with state law.

FINANCE

1. Resolution No. 461-21 - Authorizing the Mayor to sign and submit Year 2 of the Consolidated Plan.
2. Resolution No. 462-21 - Authorizing the Mayor or City Manager to submit an application to the U.S. Department of Homeland Security Port Security Grant Program for funds to purchase a new response boat for the Charleston Fire Department.
3. Resolution No. 463-21 - Authorizing the Mayor or City Manager to enter into an agreement for asbestos inspection and testing services.
4. Resolution No. 464-21 - Authorizing the Mayor or City Manager to enter into a contract for asphalt resurfacing of City streets pursuant to a competitive bidding process.
5. Resolution No. 465-21 - Authorizing the Mayor or City Manager to enter into a contract for the City's Slack Plaza / City Center Renovations Project.
6. Resolution No. 466-21 – Authorizing the Mayor or City Manager to enter into a contract to create and deliver sculptures to be incorporated into the Slack Plaza / City Center Renovation Project.
7. Resolution No. 468-21 - Authorizing the Mayor or City Manager to cancel the Letter of Credit expiring September 21, 2021, in the amount of $1,000,000 and enter into an agreement with WesBanco, Inc., for a Standby Letter of Credit in the amount of $500,000 in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer.
8. Resolution No. 469-21 - Authorizing the Mayor or City Manager to enter into a contract for demolition services, and to enter into an agreement for asbestos removal.
9. Resolution No. 470-21 - Authorizing the Mayor or City Manager to approve a contract change order regarding the Barlow Drive Industrial Road Access Improvement Project.
10. Bill No. 7901 - A BILL to amend Municipal Code of the City of Charleston related to providing authorization for the waiver of certain fees for use of public parks and recreation facilities.
11. Bill No. 7903 - A Bill authorizing the issuance of sales tax refunding revenue bonds (Coliseum and Convention Center Project), Series 2021.

Page | 2 of

12. Bill No. 7904- A BILL to amend the Municipal Code of the City of Charleston related to clarifying that amendments to the rates for internment at Spring Hill Cemetery Park may be approved by the City Council through resolution upon recommendation from the Spring Hill Cemetery Commission.

REPORTS OF OFFICERS

1. 5-3-2021

NEW BILLS

1. 5-3-2021

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD MAY 17, 2021 AT 7:00 P.M.

THE AGENDA WAS AMENDED 4-29-2021

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AFFII CSB THE SANITARY BOARD OF THE CITY OF CHARLESTON WEST VIRGINIA

Charleston Sanitary Board

CSB THE SANITARY BOARD OF THE CITY OF CHARLESTON WEST VIRGINIA

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, Renee Lacy, **Claimant**, who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 522 main street

Telephone Number: 304 590-5974

and that on the 1 day of MARCH, 2020/2021, at approximately ______ am/pm in the City of Charleston, West Virginia, he/she sustained

Nature Of Injury And/Or Damage

As A Result Of: Flood

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

Signature of Claimant

Taken, subscribed and sworn to before me this 22nd day of April, 2021.
My commission expires 11/09/2023.

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Ian Noble
1528 C Whaley Court
Huntington, WV 25704
My Commission Expires November 09, 2023

RECEIVED
APR 26 2021
OFFICE OF CITY CLERK

AFFI CSB THE SANITARY BOARD

Charleston Sanitary Board

CSB THE SANITARY BOARD

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,
Reiko Mills, **Claimant,**
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 511 main Street Charleston WV 25302

Telephone Number: 304-881-8694

and that on the March 1, 2021 day of March 1, 2020/2021, at approximately 7:39 am/pm in the City of Charleston, West Virginia, he/she sustained

lost of personal items/damage to furnace/car that was in back yard/mini gas bike in basement/made a list and got picture
Nature Of Injury And/Or Damage

As A Result Of: Result of Sewer flooding my back yard and basement not accident. Flooding see attached pictures and list of items that was lost

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

Reiko Mills
Signature of Claimant

Taken, subscribed and sworn to before me this 22 day of APRIL, 2021.
My commission expires MAY 13, 2023.

Martha A Sloboda
Notary Public

NOTARY PUBLIC OFFICIAL SEAL
Martha A Sleboda
State of West Virginia
My Commission Expires May 13, 2023
1320 Kanawha Blvd. E. Charleston, WV 25301

RECEIVED
APR 26 2021
OFFICE OF CITY CLERK

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,
JANE L THOMPSON, **Claimant**,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1326 ELMWOOD AVE - CHAS, WV 25304

Telephone Number: 304-881-7088

and that on the 30TH/31ST day of MARCH, 2020/2021 at approximately ? am/pm
in the City of Charleston, West Virginia, he/she sustained

TIE ROD ENDS

Nature Of Injury And/Or Damage

As A Result Of: DITCH ACROSS THOMPSON ST
AT OR ON ABOUT 406 THOMPSON

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

Signature of Claimant

Taken, subscribed and sworn to before me this 19TH day of APRIL, 2021.
My commission expires 10/11/2024.

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Philip W. Young
The UPS Store
3501 MacCorkle Ave SE
Charleston, WV 25304
My Commission Expires October 11, 2024

RECEIVED
APR 19 2021
OFFICE OF CITY CLERK

Bill No. 7901

Introduced in Council: **Adopted by Council:**

April 5, 2021

Introduced by: **Referred to:**

Caitlin Cook and Chad Robinson **Parks & Recreation and Finance**

Bill No. 7901 - A BILL to amend and reenact Section 82-124 of the Municipal Code of the City of Charleston, relating to providing authorization for the waiver of certain fees for use of public parks and recreation facilities.

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

That Section 82-124 of the Municipal Code of the City of Charleston is hereby amended and reenacted to read as follows:

CHAPTER 82 – PARKS AND RECREATION.
ARTICLE IV – PUBLIC USE OF PARKS AND RECRATIONAL FACILITIES.
Sec. 82-124. - Waiver of ~~swimming pool~~ fees at certain facilities.

Notwithstanding the rental and fee schedule provided by section 82-125, the mayor, city manager, and the director of the department of parks and recreation may jointly, from time to time, ~~and~~ (1) when weather conditions warrant, and under circumstances which would not substantially affect the revenues of a city swimming pool facility, declare a day or some portion of a day to be a free swim day and waive the collection of the fees prescribed by section 82-125; and (2) where the interests of the community are furthered and under circumstances which would not substantially affect the revenues of the parks and recreation department, waive the collection of a fee or fees prescribed by section 82-125 on one or more days at one or more facility.

Bill No. 7897

Introduced in Council: | **Adopted by Council:**

February 16, 2021 | ______________________________

Introduced by: | **Referred to:**

Joseph Jenkins | **Ordinance and Rules Committee**

Bill No. 7897 - A BILL to amend and reenact Section 10-171 of the Municipal Code of the City of Charleston, as amended, relating to updating the urban deer management to be consistent with state law.

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

That Section 10-171 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

ARTICLE IV. – URBAN DEER MANAGEMENT.

Sec. 10-171 – Urban deer management.

(a) *Urban hunting conditions.* An urban deer hunt shall be lawful in the City of Charleston only under the following conditions:

(1) Hunting shall be by permit only issued under the terms of this chapter.

(2) The hunt shall be for deer only.

(3) ~~Subject to the limited exemption in section (a)(17) herein, only~~ Only bows, crossbows, ~~and~~ arrows and bolts that comply with applicable state statutes, rules and regulations may be used.

(4) Hunting may occur only on property with the written permission of the property owner and on city-owned property which has been designated as available for hunting by the city manager.

(5) All deer harvested must be legally checked at an official game checking station and reported to the city.

(6) No hunting may take place within 150 feet of a dwelling or other occupied building.

(7) No hunting shall take place closer than 500 feet from the property boundary of school property which contains a school building. For purposes of this section "school" means a public school or private school during periods when students are in attendance or participating in school activities.

(8) Persons shall at all times when hunting pursuant to a city permit carry valid photo identification, a copy of their city permit and their West Virginia state hunting license and any applicable state permit.

(9) The transportation of a deer carcass along any public right-of-way is prohibited unless it is covered or hidden from public view.

(10) All West Virginia hunting rules and regulations apply to hunting within the city.

(11) Any hunting activity including but not limited to field dressing or other handling of a carcass, must occur on the property specified in the city permit.

(12) All hunting shall be conducted from an elevated portable tree stand that is at least ten feet in height and faces the interior of the property. The stands and shooting lanes will be located in such a way as to direct arrows or~~, if applicable,~~ bolts to the interior of the property.

(13) Hunting may take place on tracts of five contiguous acres or more and within a sufficient distance from the boundary that an arrow or bolt cannot reasonably travel outside the permitted tract. Each tract must be approved by the city manager.

(14) A property owner can designate and limit other persons allowed to hunt his or her land with a permit.

(15) The city will be responsible to dispose of any wounded deer or deer carcass found on non-permitted property.

(16) Hunting shall be allowed during the maximum time period permitted under state law and regulations promulgated by the West Virginia Division of Natural Resources for an urban deer hunt.

~~(17) Persons possessing a valid Class Y Crossbow Permit in compliance with state law, including, but not limited to, the requirements of W. Va. Code § 20-2-42w, and any amendments thereto, may use a crossbow to participate in the urban deer hunt so long as the Class Y Permit holder complies with all other requirements of this section 10-171, and any regulations adopted hereunder.~~

(b) *Permits.*

(1) In order to obtain a permit, the applicant must meet and have evidence of compliance with all applicable state statutes, regulations and rules applicable to deer hunting with a bow and arrow or a crossbow and arrow or bolt. ~~and, if applicable, all additional statutes, regulations and rules for use of a crossbow by a person with a valid Class Y Permit.~~ The city may impose additional requirements for a hunting permit and may limit the number of permits to be issued.

(2) The city may charge an administrative fee for permits not to exceed $25.00 per permit.

(3) The city manager is hereby authorized to promulgate reasonable rules and regulations including, but not limited to: (i) setting license fees to regulate ~~bow~~ hunting; (ii) selecting the tracts to be authorized for hunting as permitted herein; and (iii) promoting safety and facilitating the goals of urban deer management.

(4) The city shall post the location of tracts approved for hunting on its website.

(c) *Donated meat.* Hunters are and shall be encouraged but are not required to donate the harvest to programs or organizations that will provide the meat to needy persons.

(d) *Violations.* In addition to any penalties for violations of state hunting laws or regulations, any person violating this section, or the rules and regulations promulgated pursuant to this section, shall be guilty of a misdemeanor and subject to the general penalties as provided in section 1-8 of this Code.

Resolution No. 461-21

Introduced in Council: Adopted by Council:

May 3, 2021

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 461-21 - Authorizing the Mayor to sign and submit to the U.S Department of Housing and Urban Development the Annual Action Plan for Program Year 2021 (FY 2021 to 2022), Year 2 of the Consolidated Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the Annual Action Plan.

Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

That the Mayor is hereby authorized and directed to sign and submit to the U. S. Department of Housing and Urban Development the Annual Action Plan for Program Year 2021 (FY 2021 to 2022), Year 2 of the Consolidated Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the Annual Action Plan.

City of Charleston Proposed Project List 2021 - 2022

Activity/Description	Amount
CDBG	
CD Admin - These funds will be used for the administration of the Community Development Block Grant Program.	**$ 301,404.20**
CORP Admin - (Charleston Owner-Occupied Rehabilitation Program) Administration – These funds will be used for the services and delivery costs of the CORP.	**$ 100,000.00**
CORP Rehab - (Charleston Owner-Occupied Rehabilitation Program) – Funding for rehabilitation projects for low-to-moderate income families living in the city of Charleston.	**$ 200,000.00**
ER REHAB - Funding for EMERGENCY rehabilitation projects for low-to-moderate income families living in the city of Charleston	**$ 40,000.00**
ADA Accessible Ramps & Sidewalks - This activity will provide for the repair and/or replacement of ADA accessible ramps and sidewalks in low income areas of Charleston.	**$ 300,000.00**
COB - MAJOR RENOVATIONS - PERMANENT HOUSING - Major renovations to RCCR Smith Street Station	**$ 10,000.00**
COB - MAJOR RENOVATIONS - Major renovations to RSLC Giltinan Center	**$ 10,000.00**
COB - MAJOR RENOVATIONS-CHILDCARE FACILITY - Major renovations to YWCA Mel Wolf daycare facility	**$ 10,000.00**
COB - MAJOR RENOVATIONS - Major renovations to the YWCA Sojourner's shelter	**$ 10,000.00**
Kanawha Valley Senior Services - This senior center designed to help seniors age successfully, located at 1710 Pennsylvania Avenue will assist with replacing concrete steps, ramp, awnings and add crosswalk	**$ 10,000.00**
Zion - This child development center, located at 1720 5th Avenue, will assist with funding to Increase security for the building	**$ 24,116.00**
City of Charleston Parks & Rec - Kanawha City Community Center - ADA compliant bathrooms	**$ 20,000.00**
City of Charleston Parks & Rec - Martin Luther King Jr Community Center - Interior & Exterior security system	**$ 25,000.00**
City of Charleston Parks & Rec - North Charleston Community Center -Interior & Exterior security system	**$ 35,000.00**
City of Charleston Parks & Rec - North Charleston Community Center - Roadway & parking lot paving	**$ 185,000.00**
Bob Burdette Center - Funding for this afterschool program with locations at 1401 Washington Street, W, 1009 Woodward Drive, 100 Florida St and 550 Hawks Ridge Rd will assist with Direct Provider salary, benefits, payroll taxes, utilities & background checks	**$ 11,500.00**
Covenant House, LLC - Funding for this project located at 600 Shrewsbury Street, Charleston, WV 25301 will assist with Service Center Coordinator direct provider salaries, benefits & payroll taxes	**$ 9,000.00**
Daymark - Patchwork- Funding for this crisis intervention center and shelter for youth, located at 1583 Lee Street, Charleston, 25311, will assist with direct provider salaries, benefits & payroll taxes	**$ 18,000.00**
Kanawha Valley Fellowship Home - Funding for this halfway house for men recovering from substance abuse will assist with utility expenses at the facility located at 1121 Virginia Street & 1327 Quarrier Street, Charleston 25301.	**$ 12,000.00**

City of Charleston Proposed Project List 2021 - 2022

Activity/Description	Amount
Manna Meal, Inc. - Funding for this soup kitchen, located at 1105 Quarrier Street, Charleston, WV 25301, that serves the homeless and low income persons will assist with direct provider salaries	**$ 17,000.00**
Midian Leadership Project - Funding for this community center located at 711 Park Ave that serves students and young adults will assist with utiltiies	**$ 14,000.00**
REA of Hope Fellowship Home - Funding for this halfway house for recovering alcoholic women, located at 1429 Lee Street, Charleston 25301, will assist with utility expenses.	**$ 7,500.00**
RCCR - Smith Street Station - Funding for this 29 unit low income apartment building, located at 801 Smith Street, Charleston, 25301, will assist with utility expenses.	**$ 23,000.00**
Step By Step - Funding for this afterschool/summer internship program located at 415 Dickinson Street will assist with direct provider salaries, benefits, payroll taxes & youth intern stipends	**$ 17,000.00**
Underprivileged Children Foundation, Inc. - Funding for this Food SHACK project, that provides no-cost meals to low to moderate children and families, will assist with food expenses	**$ 20,000.00**
West Virginia Health Right - This facility which offers health care and medications and to the homeless and needy citizens in Charleston and surrounding areas is located at 1520 Washington Street, East, Charleston, 25311. Funding will assist with the purchase of medications and medical supplies/dental supplies & consumables.	**$ 45,000.00**
West Virginia Women Work - This program, Step Up for Women, offers a skilled trade training class for women. Funds will assist with salaries, benefits & payroll taxes & rent. Program is based at 3601 James Avenue, Charleston, WV 25387	**$ 6,300.00**
Women's Health Center - Funding for the Women's Health Center, parent program, located at 510 Washington Street, West, Charleston, WV 25302, will assist with salary, benefits & payroll taxes for the licensed social workers and transportation expenses for the clients	**$ 15,000.00**
YWCA - Sojourner's - Emergency shelter for homeless women and families, located at 1418 Washington Street, East, Charleston, WV 25301. Funding provided will assist salary, benefits & payroll expenses of the substance abuse counselor.	**$ 9,000.00**
Unprogrammed Funds - Funds for emergency projects and overruns during the program year (including $20,000 expected Program Income)	**$ 2,200.80**
Total CDBG	**$ 1,507,021.00**
HOME	
HOME Admin - Administrative funds for the Home program	**$ 70,494.20**
HOME/PROJECT - Funds allocated to qualified persons/families in the city of Charleston and Kanawha County to assist first-time homebuyers with downpayment, closing costs and mortgage subsidies.	**$ 105,741.30**
HOME/CHDO - Funds allocated to qualified Community Housing Development Organizations (CHDO's) in the city of Charleston and Kanawha County.	**528,706.50**
Total HOME	**$ 704,942.00**
Total Grant Funds	**$ 2,211,963.00**

Resolution No. 462-21

Introduced in Council: Adopted by Council:

May 3, 2021

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 462-21 - Authorizing the Mayor or City Manager to submit an application to the U.S. Department of Homeland Security Port Security Grant Program for funds to purchase a new response boat for the Charleston Fire Department. The total grant amount is $423,448.00 with a 25% cash match.

Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized to submit an application to the U.S. Department of Homeland Security Port Security Grant Program for funds to purchase a new response boat for the Charleston Fire Department. The total grant amount is $423,448.00 with a 25% cash match.

Resolution No. 463-21

Introduced in Council: Adopted by Council:

May 3, 2021

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 463-21 - Authorizing the Mayor or City Manager to enter into an agreement with Pinnacle Consultants, LLC for asbestos inspection and testing services as the result of a competitive bidding process, where the recommended vendor submitted the best overall pricing.

Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into an agreement with Pinnacle Consultants, LLC for asbestos inspection and testing services as the result of a competitive bidding process, where the recommended vendor submitted the best overall pricing.

Asbestos Inspection and Testing RFP 2021-013
Bid Opening Date 4/22/21

Item	**Astar Abatement** Bonham Business Plaza 539 Two Mile Rd Charleston WV 25312 304-343-5950 vanessapritt@astarabatement.com	**Applied Geology** 1116 Smith Street, Ste: 304 Charleston WV 25301 412-736-7449 lzamiska@appliedgeology.net	**Reclaim Company LLC.** 200 8th St. Fairmont WV 26554 304-816-0194 sandeep@reclaimco.com	**Pinnacle** 10 Independent Ave. Nitro WV 25143 304-757-5204 greg.pauley@pinnaclecorp.net
Item	**Price per Unit**	**Price per Unit**	**Price per Unit**	**Price per Unit**
1. Per Structure	$285.00	$214.00	$595.00	$215.00
2. Per Bulk Sample	$5.75	$8.00	$8.00	$7.00
3. Per Sample (PLM)	$10.25	$25.00	$8.95	$14.00
4. Gravimetric Reduction Sample	$155.00	$60.00	$80.00	$25.00
TOTAL BID COST	$456.00	$307.00	$691.95	$261.00
Local Vendor Preference (4%)	**($18.24) $437.76**	**($12.28) $294.72**	**($27.68) $664.27**	**Did not apply.**

Resolution No. 464-21

Introduced in Council: Adopted by Council:

May 3, 2021

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 464-21 - Authorizing the Mayor or City Manager to enter into a contract with Mr. Asphalt, Inc., in the amount of $1,821,885.00 for asphalt resurfacing of City streets pursuant to a competitive bidding process.

Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Mr. Asphalt, Inc., in the amount of $1,821,885.00 for asphalt resurfacing of City streets pursuant to a competitive bidding process.

Resurfacing City Streets

Bid Opening: April 26, 2021

			Mr. Asphalt 148 Hunters Ridge Charleston, WV 25320 P: (304) 395-3835 mrasphaltboggess@aol.com		Bear Contracting P.O. Box 1196 Bridgeport, WV 26330 P: (304) 326-0160 mursoebear-contracting.com		WV Paving 2950 Charles Ave. Dunbar, WV 25064 P: (304) 768-9733 ben.bragg@wvpaving.com	
Item	**Unit**	**Estimated Quantity**	**Price per Unit**	**Total Cost**	**Price per Unit**	**Total Cost**	**Price per Unit**	**Total Cost**
Table A- Citywide Streets								
Item No. 3.01 HLBC Base Course	Ton	300	$83.25	$24,975.00	$96.00	$28,800.00	$85.00	$25,500.00
Item No. 3.02 HLBC Wearing Course- 1-1/2"	Ton	11,335	$86.00	$974,810.00	$98.00	$1,110,830.00	$95.00	$1,076,825.00
Item No. 3.03 (1 1/2")Removing Bituminous Concrete	SY	103,150	$1.75	$180,512.50	$1.90	$195,985.00	$2.96	$305,324.00
Table B- Springhill Cemetery								
Item No. 3.01 HLBC Base Course (Springhill Cemetery)	Ton	300	$83.25	$24,975.00	$90.00	$27,000.00	$91.00	$27,300.00
Item No. 3.02 HLBC Wearing Course- 1-1/2" (Springhill Cemetery)	Ton	1,550	$86.00	$133,300.00	$98.00	$151,900.00	$102.00	$158,100.00
Table C- Kanawha Boulevard								
Item No. 3.02 HLBC Wearing Course- 2" Kanawha Boulevard	Ton	4,750	$86.00	$408,500.00	$92.00	$437,000.00	$90.00	$427,500.00
Item No. 3.03 (2") Removing Bituminous Concrete Kanawha Boulevard	SY	42,750	$1.75	$74,812.50	$1.25	$53,437.50	$2.90	$123,975.00
TOTAL PROJECT COST- Tables A, B, & C			**$1,821,885.00**		**$2,004,952.50**		**$2,144,524.00**	
Local Vendor Preference (4%) or $5,000 when a project exceeds $125,000			Did not Apply		($5,000.00) $1,999,952.50		($5,000.00) $2,139,524.00	

2021 - Street Paving List with Quantities

Street Name	To and From	Length	Width	Est. SY	Est. Tons	MILLED
21st St	6th Ave to End	770	21	1797	150	TRUE
25th St	5th Ave to 4th	260	20	578	48	TRUE
Ledge Hill Dr	From the Wall to End	1000	13	1444	120	FALSE
Pansy Dr	Cosmos to Kearse	4150	14	6456	538	FALSE
Iris Dr	Chandler to End	775	17	1464	122	FALSE
Daisy Dr	Iris to Cosmos	640	16	1138	95	FALSE
Palm Dr	Falcon to End	4900	16	8711	726	FALSE
Garvin Ave	Washington to Garden	700	20	1556	130	TRUE
3rd Ave	Florida to Patrick	2000	31	6889	574	TRUE
Stockton St	7th Ave to Washington	370	25	1028	86	TRUE
Amherst Dr	Ella to Breezemont	285	21	665	55	TRUE
Randolph St	Pennsylvania to Ohio	900	41	4100	342	TRUE
Monongalia St	Ohio to Pennsylvania	900	40	4000	333	TRUE
Garrison Ave	Rockaway to Edgewood (Part Mill)	2300	19	4856	405	TRUE
Piccadilly St	Mary to 502 Piccadilly	410	15	683	57	FALSE
Evergreen St	Piccadilly to End	400	21	933	78	TRUE
Carson St	Hillsdale to Dead End	700	20	1556	130	TRUE
Farnsworth Dr	Piedmont to Cemetery	2180	25	6056	505	TRUE
Buford Alley	Bradford to Concrete	580	15	967	81	TRUE
Brooks St	Washington to Lewis	560	31	1929	161	TRUE
Morris St	Peidmont to Lewis	1410	31	4857	405	TRUE

Street Name	To and From	Length	Width	Est. SY	Est. Tons	MILLED
Barlow Dr	From RR tracks to RR tracks	1800	21	4200	350	FALSE
Smith St	Morris to Ruffner	1350	27	4050	338	TRUE
Alley	Behind Valley Gardens	620	15	1033	86	TRUE
Hale St	Lee to Virginia	760	23	1942	162	TRUE
Kanawha Blvd	Capital St to Greenbrier St (2")	7400	52	42756	4750	TRUE
Virginia St	Court to Capital St	850	32	3022	252	TRUE
Quarrier St	1600 Block	800	32	2844	237	TRUE
Oakridge Rd	Bench Rd Wertz	4250	20	9444	787	TRUE
Westview Dr	Greenbrier to End	820	21	1913	159	FALSE
Thurston Dr	Westview to End	770	17	1454	121	FALSE
South Fort Dr	Gordon to Wilkie	1225	22	2994	250	TRUE
Fort Hill Dr	Hayes to Deming	400	18	800	67	FALSE
Deming Dr	Fort Hill to Potterfield	400	20	889	74	TRUE
Rae Place	Carriage to End	175	20	389	32	TRUE
Autumn Rd	Clark to End	2260	17	4269	356	TRUE
Berkshire Place	Grystone to End	810	20	1800	150	TRUE
Justice Row	Bridge Rd to Gravel lot	350	18	700	58	FALSE
Carroll Rd	Charlotte Pl. to Oakwood	1880	20	4178	348	TRUE
Ridgemont Rd	Luarel to Walnut	1900	20	4222	352	TRUE
Oakmont Rd	Laurel to Hazel	1320	17	2493	208	TRUE
Skyline Rd	Teter to Clark	375	17	708	59	FALSE
Teter Rd	Presidential to Skyline	1130	17	2134	178	TRUE
Presidential Dr	Hamilton Place to End	2260	19	4771	398	TRUE
Adrian Rd	South Ruffner to End	1580	16	2809	234	FALSE
29th St SE	Frontage Rd to Kanawha Ave	985	19	2079	173	TRUE
Staunton Ave	35th to 36th	375	26	1083	90	TRUE

Street Name	To and From	Length	Width	Est. SY	Est. Tons	MILLED
Noyes Ave	35th to 36th	370	22	904	75	TRUE
4100 Block Alley	Between Staunton and Virginia	450	12	600	50	TRUE
5000 Block Alley	Between Staunton and Virginia	505	12	673	56	TRUE
5200 &5300 Block Alley	Between MacCorkle and Noyes	900	12	1200	100	TRUE
4800 Block Alley	Between Kanawha Blvd & Virginia	450	12	600	50	TRUE
Lancaster Ave	46th to 48th	890	20	1978	165	TRUE
Venable Ave	5300 & 5400 Block	900	21	2100	175	TRUE
Gail Dr	Eureka to End	785	20	1744	145	FALSE
Pembroke Square	Cornwall to End	285	21	665	55	TRUE
Kanawha Ave	2900 Block	530	19	1119	93	TRUE
Kori Rd	Chatwood to End	420	20	933	78	TRUE
				0	0	FALSE

Resolution No. 465-21

Introduced in Council: Adopted by Council:

May 3, 2021

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 465-21 - Authorizing the Mayor or City Manager to enter into a contract with SQP Construction Group in the amount of $3,127,950 for the City's Slack Plaza / City Center Renovations Project as the result of a competitive bidding process.

Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with SQP Construction Group in the amount of $3,127,950 for the City's Slack Plaza / City Center Renovations Project as the result of a competitive bidding process.

April 26, 2021

City of Charleston
501 Virginia Street, East
Charleston, WV 25301

RE: ***City of Charleston***
Slack Plaza Renovations
Thrasher Project #030-10284

To Whom It May Concern:

Enclosed please find a copy of the certified bid tabulation for the above referenced project. If you have any questions, or need additional information, please do not hesitate to call.

Sincerely,

THE THRASHER GROUP, INC.

Samuel A Rich

Samuel Rich, PLA
Project Manager

Enclosure

cc: Certified Bid Tab

CITY OF CHARLESTON
KANAWHA COUNTY, WEST VIRGINIA
SLACK PLAZA RENOVATIONS
BID TABULATION
Friday, April 23, 2021 @ 2:00 p.m.
Thrasher Project #030-10284

Item	Qty.	Unit	Description	SQP CONSTRUCTION GROUP, INC. St. Albans, WV WV #060675		MCCLANAHAN CONSTRUCTION COMPANY, INC. Poca, WV WV #004165		WOLF CREEK CONTRACTING COMPANY, LLC Watertown, OH WV #046042	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
			BASE BID						
1	1	LS	Mobilization/Demobilization	$ 224,405.30	$ 224,405.30	$ 135,000.00	$ 135,000.00	$ 273,000.00	$ 273,000.00
2	1	LS	Construction Stakeout	$ 17,115.00	$ 17,115.00	$ 18,722.00	$ 18,722.00	$ 26,850.00	$ 26,850.00
3	1	LS	Erosion & Sediment Control	$ 17,115.00	$ 17,115.00	$ 11,834.00	$ 11,834.00	$ 19,500.00	$ 19,500.00
4	1	LS	Traffic Control	$ 22,208.00	$ 22,208.00	$ 6,310.00	$ 6,310.00	$ 6,000.00	$ 6,000.00
5	1	LS	Demolition	$ 74,167.00	$ 74,167.00	$ 74,280.00	$ 74,280.00	$ 131,200.00	$ 131,200.00
6	185	LF	Saw Cut Existing Asphalt	$ 5.70	$ 1,054.50	$ 6.00	$ 1,110.00	$ 4.50	$ 832.50
7	2,500	CY	Unclassified Excavation	$ 28.53	$ 71,325.00	$ 33.00	$ 82,500.00	$ 34.00	$ 85,000.00
8	1	LS	Police Building Renovations	$ 178,358.00	$ 178,358.00	$ 208,241.00	$ 208,241.00	$ 168,700.00	$ 168,700.00
9	1	LS	New Electric Service	$ 46,984.00	$ 46,984.00	$ 51,074.00	$ 51,074.00	$ 43,400.00	$ 43,400.00
10	3,200	LF	3/4" Electric Conduit	$ 4.45	$ 14,240.00	$ 17.00	$ 54,400.00	$ 12.00	$ 38,400.00
11	1,080	LF	1" Electric Conduit	$ 6.96	$ 7,516.80	$ 9.00	$ 9,720.00	$ 14.00	$ 15,120.00
12	120	LF	3" Electric Conduit	$ 18.50	$ 2,220.00	$ 32.50	$ 3,900.00	$ 26.00	$ 3,120.00
13	1	EA	Ice Rink Electric Service	$ 7,816.00	$ 7,816.00	$ 8,220.00	$ 8,220.00	$ 7,825.00	$ 7,825.00
14	10	EA	Electrical Outlets	$ 1,312.00	$ 13,120.00	$ 1,242.00	$ 12,420.00	$ 1,325.00	$ 13,250.00
15	1	LS	Security Camera System	$ 18,256.00	$ 18,256.00	$ 19,200.00	$ 19,200.00	$ 18,275.00	$ 18,275.00
16	220	LF	12" HDPE Storm Pipe	$ 46.50	$ 10,230.00	$ 76.00	$ 16,720.00	$ 51.50	$ 11,330.00
17	260	LF	4" Perforated Storm Pipe	$ 62.75	$ 16,315.00	$ 40.00	$ 10,400.00	$ 62.50	$ 16,250.00
18	20	LF	4" HPDE Storm Pipe	$ 45.60	$ 912.00	$ 40.00	$ 800.00	$ 45.00	$ 900.00
19	5	EA	Type B Inlet	$ 4,000.00	$ 20,000.00	$ 2,200.00	$ 11,000.00	$ 5,150.00	$ 25,750.00
20	2	EA	Straddle Manhole, Complete	$ 5,500.00	$ 11,000.00	$ 3,200.00	$ 6,400.00	$ 5,950.00	$ 11,900.00
21	70	LF	6" SDR-35 Sewer Line	$ 45.60	$ 3,192.00	$ 78.00	$ 5,460.00	$ 48.00	$ 3,360.00
22	20	LF	3/8" Water Line	$ 32.00	$ 640.00	$ 154.00	$ 3,080.00	$ 32.00	$ 640.00
23	250	LF	3/4" Water Line	$ 34.25	$ 8,562.50	$ 35.00	$ 8,750.00	$ 34.50	$ 8,625.00
24	930	LF	1" Water Line	$ 36.50	$ 33,945.00	$ 15.00	$ 13,950.00	$ 36.50	$ 33,945.00
25	179	LF	2" Water Line	$ 40.00	$ 7,160.00	$ 55.00	$ 9,845.00	$ 40.00	$ 7,160.00
26	1	EA	Water Meter Setting	$ 2,282.00	$ 2,282.00	$ 360.00	$ 360.00	$ 2,275.00	$ 2,275.00
27	545	SY	Central Walkway Pavers	$ 492.30	$ 268,303.50	$ 475.00	$ 258,875.00	$ 505.00	$ 275,225.00
28	744	SY	Plaza Pavers	$ 217.55	$ 161,857.20	$ 321.00	$ 238,824.00	$ 230.00	$ 171,120.00
29	6,490	SF	Decomposed Granite Areas	$ 7.00	$ 45,430.00	$ 6.00	$ 38,940.00	$ 7.50	$ 48,675.00
30	295	SY	Concrete Stage	$ 51.70	$ 15,251.50	$ 185.00	$ 54,575.00	$ 60.00	$ 17,700.00
31	20	SY	Concrete ADA Ramp to Police Station	$ 85.00	$ 1,700.00	$ 237.00	$ 4,740.00	$ 174.00	$ 3,480.00
32	112	SY	Concrete Bands	$ 307.50	$ 34,440.00	$ 312.00	$ 34,944.00	$ 315.00	$ 35,280.00
33	10	LF	Concrete Steps to Police Station	$ 153.60	$ 1,536.00	$ 700.00	$ 7,000.00	$ 515.00	$ 5,150.00
34	134	LF	Type I Concrete Curb	$ 16.55	$ 2,217.70	$ 54.00	$ 7,236.00	$ 37.25	$ 4,991.50
35	70	SY	Concrete Sidewalk	$ 210.00	$ 14,700.00	$ 137.00	$ 9,590.00	$ 205.00	$ 14,350.00
36	1	LS	Detectable Warning Surface	$ 1,000.00	$ 1,000.00	$ 1,365.00	$ 1,365.00	$ 1,350.00	$ 1,350.00
37	3	EA	Summers Street Pole Lights	$ 5,000.00	$ 15,000.00	$ 4,000.00	$ 12,000.00	$ 3,825.00	$ 11,475.00
38	10	EA	Central Walkway Pole Lights	$ 10,500.00	$ 105,000.00	$ 10,380.00	$ 103,800.00	$ 9,875.00	$ 98,750.00
39	370	LF	String Lights	$ 37.00	$ 13,690.00	$ 40.00	$ 14,800.00	$ 37.50	$ 13,875.00
40	300	LF	Wall Down Lights	$ 43.00	$ 12,900.00	$ 45.00	$ 13,500.00	$ 66.50	$ 19,950.00
41	25	EA	Up Lights	$ 2,700.00	$ 67,500.00	$ 2,820.00	$ 70,500.00	$ 2,685.00	$ 67,125.00
42	41	EA	Bollard Lights	$ 1,750.00	$ 71,750.00	$ 1,740.00	$ 71,340.00	$ 1,655.00	$ 67,855.00
43	1	LS	Spray Jet System, Complete	$ 112,000.00	$ 112,000.00	$ 128,540.00	$ 128,540.00	$ 125,750.00	$ 125,750.00
44	274	LF	Stone Veneer Seat Walls	$ 350.00	$ 95,900.00	$ 356.00	$ 97,544.00	$ 465.00	$ 127,410.00
45	106	LF	Stone Veneer Retaining Wall	$ 710.00	$ 75,260.00	$ 418.00	$ 44,308.00	$ 385.00	$ 40,810.00
46	208	LF	Concrete Screen Walls	$ 600.00	$ 124,800.00	$ 426.00	$ 88,608.00	$ 426.00	$ 88,608.00
47	104	LF	Live Wall	$ 600.00	$ 62,400.00	$ 664.00	$ 69,056.00	$ 520.00	$ 54,080.00
48	31	EA	Café Tables	$ 600.00	$ 18,600.00	$ 1,351.00	$ 41,881.00	$ 545.00	$ 16,895.00
49	4	EA	Swing Units	$ 50,000.00	$ 200,000.00	$ 49,800.00	$ 199,200.00	$ 48,615.00	$ 194,460.00
50	6	EA	Trash Receptacles	$ 2,500.00	$ 15,000.00	$ 2,665.00	$ 15,990.00	$ 2,850.00	$ 17,100.00
51	8	EA	Bike Racks	$ 800.00	$ 6,400.00	$ 800.00	$ 6,400.00	$ 1,650.00	$ 13,200.00
52	1	LS	Cantilever Shade Structure	$ 62,000.00	$ 62,000.00	$ 50,823.00	$ 50,823.00	$ 59,775.00	$ 59,775.00
53	4	EA	Phone Charging Stations	$ 2,400.00	$ 9,600.00	$ 2,450.00	$ 9,800.00	$ 2,305.00	$ 9,220.00
54	2	EA	Water Bottle Filling Station	$ 5,500.00	$ 11,000.00	$ 8,600.00	$ 17,200.00	$ 1,250.00	$ 2,500.00
55	100	LF	Decorative Fencing (Match Existing)	$ 3,800.00	$ 380,000.00	$ 4,880.00	$ 488,000.00	$ 4,730.00	$ 473,000.00
56	2	EA	Removable Bollard	$ 2,000.00	$ 4,000.00	$ 1,700.00	$ 3,400.00	$ 1,625.00	$ 3,250.00
57	1	LS	Electric Enclosure Fence & Gates	$ 16,000.00	$ 16,000.00	$ 8,255.00	$ 8,255.00	$ 13,125.00	$ 13,125.00
58	101	LF	ADA Ramp Railing	$ 500.00	$ 50,500.00	$ 557.00	$ 56,257.00	$ 510.00	$ 51,510.00
59	75	CY	Topsoil	$ 85.00	$ 6,375.00	$ 91.00	$ 6,825.00	$ 85.00	$ 6,375.00
60	7,900	SF	Sod Lawn Areas	$ 1.00	$ 7,900.00	$ 0.85	$ 6,715.00	$ 1.00	$ 7,900.00
61	2	EA	Large Sculpture Bases	$ 2,000.00	$ 4,000.00	$ 2,800.00	$ 5,600.00	$ 1,700.00	$ 3,400.00
62	1	EA	Small Sculpture Base	$ 1,800.00	$ 1,800.00	$ 2,700.00	$ 2,700.00	$ 1,700.00	$ 1,700.00
63	5	EA	Boulder Formations	$ 33,000.00	$ 165,000.00	$ 12,700.00	$ 63,500.00	$ 17,950.00	$ 89,750.00
64	1	LS	Sculpture Installation	$ 14,000.00	$ 14,000.00	$ 10,000.00	$ 10,000.00	$ 33,000.00	$ 33,000.00
65	1	LS	Landscaping	$ 23,000.00	$ 23,000.00	$ 24,100.00	$ 24,100.00	$ 20,550.00	$ 20,550.00
			TOTAL BASE BID		**$ 3,127,950.00**		**$ 3,170,427.00**		**$ 3,282,327.00**

THRASHER
600 White Oaks Blvd.
P.O. Box 940
Bridgeport, WV 26330
(304) 624-4108
Fax: 624-7831
thrasher@thethrashergroup.com
www.thethrashergroup.com

PROFESSIONAL LANDSCAPE ARCHITECT
SAMUEL A. RICH
413
STATE OF WEST VIRGINIA

Samuel A. Rich
4-26-2021

Resolution No. 466-21

Introduced in Council: Adopted by Council:

May 3, 2021

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 466-21 –

WHEREAS, the City is undertaking a large public parks project to reimagine the plaza space known as Slack Plaza situated between Laidley and Summers Streets in downtown Charleston, West Virginia; and

WHEREAS, the City desires to construct a new park that is inviting and lively to encourage residents to engage with one another through community events, live music, street vending, outdoor dining, and general recreation and exercise; and

WHEREAS, the City wishes to commission and install artistic pieces near one of the park entry points to be a park focal point that captures the imagination of visitors; and

Whereas, the City has identified an artist who is able and willing to produce unique sculptures for the park that will meet the City's objectives.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Simon Sculpture, Inc., in the amount of $246,000 to create and deliver sculptures to be incorporated into the Slack Plaza / City Center Renovation Project according to the terms detailed in the attached agreement.

SCULPTURE CONSTRUCTION AND DELIVERY CONTRACT

THIS CONSTRUCTION AND DELIVERY CONTRACT (this "**Contract**") is made and entered into on the ___ day of _______, 2021, by and between the CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation existing under the laws of the State of West Virginia, located at 501 Virginia Street East, Charleston, West Virginia 25301 (the "**City**" or "**Party**"), and SIMON SCULPTURE, INC (d/b/a James Simon) (the "**Artist**" or "**Party**") (together (the "**Parties**"), individually, resident of the Commonwealth of Pennsylvania, whose address is 305 Gist Street, Pittsburgh, Pennsylvania 15219.

RECITALS

A. WHEREAS, the City is undertaking a large public parks project to reimagine the plaza space known as Slack Plaza situated between Laidley and Summers Streets in downtown Charleston, West Virginia (the "Park"); and

B. WHEREAS, the City desires to construct a new park that is inviting and lively to encourage residents to engage with one another through community events, live music, street vending, outdoor dining, and general recreation and exercise; and

C. WHEREAS, the City wishes to commission and install artistic pieces near one of the park entry points to be a park focal point that captures the imagination of visitors and the Artist has provided a design for the artistic pieces (the "Sculptures") and is able and willing to create and deliver the Sculptures to the City; and

D. WHEREAS, the City and the Artist previously entered into the Service Agreement related to the design of the Sculptures (the "Design") and now the City and the Artist desire to enter into this Contract to establish the terms and conditions on which the creation and delivery of the Sculptures shall be completed consistent with the Design.

NOW, THEREFORE, upon consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the Parties agree to the following terms:

1 Retention of Artist. The City hereby engages the services of the Artist to create the Sculptures in a manner that is consistent with the Design and to deliver such Sculptures in their final form to be installed at the Park.

2 Scope of Services.

2.1 The Artist agrees to perform the scope of services provided for in Exhibit A, entitled "Artist Services" attached hereto and by reference incorporated herein, in a competent and professional manner.

2.2 The Artist shall create the Sculptures and provide payment of all costs related to the overall creation of the Sculptures, including but not limited to subcontractors, applicable taxes, required materials, supplies, equipment, labor of assistants, insurance, communications, studio space, travel, lodging, sustenance, transportation, storage, rentals, and documentation necessary for the performance of Artist's work under this Contract, unless such costs are incurred not as normal costs of creation of the Sculptures, but solely due to some fault of the City, including, without limitation, unreasonable or unexpected delays, damage to the Sculptures, and unilateral changes of conditions into which the Sculptures will be placed. The costs related to installation of the Sculptures are expressly excepted from the costs for which the Artist shall provide payment. The City shall provide payment of all costs related to installation of the Sculptures, including, without limitation, selection of the appropriate place for installation, preparation of the place for installation, creating and constructing all necessary support structures for installation, procurement, purchase and shipping all required materials, equipment, storage, rentals, labor and all other costs related to installation of the sculptures. For the avoidance of doubt, the Artist is responsible for the costs of delivering the Sculptures to the Park. The City is responsible for unloading the sculptures upon arrival. The Artist is responsible for the performance and work of Artist's subcontractors and personnel, and acquisition, at Artist's own expense, of any required consents for access, permitting, licensing rights or other authorizations to complete the work under this Contract, unless such consents, accessing rights, or other authorizations are incurred as a result of actions by the City, and are not such consents, accessing rights and authorizations, which are normally incurred in creation of the Sculptures. The Artist is **not** responsible for any and all work related to installation of the Sculptures, and is not responsible for acquiring consents, permits, accessing rights, and authorizations for installation of the Sculptures.

2.3 To confirm the progress of the work of the Artist as it develops, the City's Director of Public Art may meet with the Artist at mutually convenient times, either in person or via videoconference, so that the Artist can provide an update of his work. The City's Director of Public Art shall make any commentary on the work and make any suggestions in writing.

2.4 The City is not a promotional agent for the Artist. However, the City, at its sole discretion, may post information on the City's website or on other social media websites or use similar promotional efforts regarding the Design, process of executing the Sculptures, and the Sculptures themselves. The Parties shall not post derogatory, demeaning, defaming, or other negative information or commentary about the other Party or the Sculptures.

2.5 In addition to the scope of services as set forth in Exhibit A, it is the general intent of the parties that Artist, using the Design, will complete the fabrication and delivery of the Sculptures to the Park in a form ready for installation by the City at the City's designated location within the Park, and that the Artist agrees that such delivery shall be coordinated with the City and the City's Construction Contractor to occur at a time that allows for the City's Construction Contractor to perform the installation at a time that does not disrupt the redevelopment of the Park. The Artist further agrees to coordinate with the City's Construction Contractor regarding installation of the Sculptures, including relevant information such as the size, weight, step by step procedures, necessary adhesives, and onsite consulting during the installation process (and features of the Sculptures) in order to ensure proper installation by the City's Construction Contractor. It is the intent of the parties that the Sculpture installation will occur after the redevelopment of the Park is substantially completed. However, it will not be the responsibility of the Artist to perform the actual installation of the Sculptures. Moreover, the Artist will not be responsible for ensuring that the City's Construction Coordinator has all required equipment, materials and personnel for the installation of the Sculptures. The Artist will not be responsible for any issues or difficulties which may arise during the installation.

2.6 The Contract price for the fabrication and delivery of the Sculptures, including all expenses and fees associated with the fabrication, transportation, labor, equipment, delivery, installation preparation, supplies, materials, Artist's fee, food, lodging, per diem and any other expenses of the Artist related to the Sculptures shall be as set forth in Section 6 of this Contract, unless modifications in the quoted price are required and mutually agreed to in writing because of changes in plans, the Design, and/or installation preparation.

2.7 If the Artist is unable to perform the work contained in the scope of services for justifiable reason beyond the Artist's control as determined by the Parties, Artist agrees that the City, at its sole option, may engage another artist to complete the fabrication and installation of the Sculptures.

2.8 The City shall provide to the Artist available plans and specifications for the redevelopment of the Park and potential locations for the installation of the Sculptures. The City makes no representation or guarantee of the accuracy of said plans and specifications. Artist is not responsible for the cost of necessary modification, adjustments, or changes to the Sculptures made solely due to a unilateral change of location for the installation by the City.

3 <u>Title and Intellectual Property Rights and Acknowledgments.</u>

3.1. The Design and Sculptures, including any sketches, tracings, drawings, computations, details, design calculations, specifications, other documents, maquettes, models and plans that result from the Artist's services under this Contract (the "Artist's Submittals") submitted to the City by the Artist shall become and remain the property of the City upon acceptance by the City and receipt of payment by the Artist from the City for services rendered in connection with the Artist's services under this Contract. Where such documents are required to be filed with governmental agencies, the Artist will furnish copies of such submissions to the City.

3.2 Artist retains all rights under copyright laws to which Artist's Submittals may be subject. The Artist represents and agrees that the Artist is the sole creator of the Design and that the Design has not been previously displayed in whole or part, and that nothing in the Design and Sculptures will infringe copyright, violate any rights to privacy or publicity, or otherwise be in violation of applicable law. As the Design and Sculptures shall be unique, the Artist shall not make any additional exact duplicate editions of the Design, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future artwork in Artist's manner and type of artistic expression. The Artist grants to City a royalty-free, unrestricted, non-exclusive, and permanent irrevocable license to make and use graphic reproductions for non-commercial purposes, including but not limited to, education, public information, media publicity, and reproductions used in brochures, media publicity, and exhibition catalogues or similar publications. Artist agrees that City may use Artist's Submittals for the purposes related to the development and consideration for the fabrication and installation of the Sculptures, including, but not limited to, and without limitation, obtaining any and all approvals of the Design and the Sculptures. The City may not identify or represent reproductions of the Artist's Submittals as the finished Sculptures. The Artist agrees that the City shall have the right to use the Artist's name, voice, signature, photograph, biography and likeness in connection with the display, publication, and promotion of the Design and Sculptures. However, the Parties shall not disparage, defame and/or demote the other Party's name, likeness, prior or future work, and/or the Sculptures. All reproductions by the City, using its best efforts, shall contain a credit line that includes the Artist's name, Artwork title, date, and "Commissioned by the City of Charleston, West Virginia."

3.3 Any documents provided by the Artist to the City are public records and the City may authorize third parties to review and reproduce such documents pursuant to the West Virginia Freedom of Information Act or other applicable state and federal laws.

3.4 Any information or media announcements produced by the Artist concerning the Artist's services to be performed under this Contract shall first be approved in writing by the City. The Artist shall use his best efforts in any public showing of preliminary studies, drawings, specifications, models, derivatives or sale thereof, and/or use of two-dimensional graphic reproductions to give acknowledgment to the City with the attribution, "Commissioned by the City of Charleston, West Virginia."

3.5 The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of the Artist. If the Artist uses the recognizable likeness of an individual in his imagery, the Artist shall be liable and shall secure a signed model waiver from the individual or legal guardian unless the imagery is in the public domain.

4 <u>Independent Contractor.</u> The Artist shall perform the services provided under this Contract as an independent contractor, and nothing contained herein shall in any way be construed to constitute the Artist or the assistants of the Artist to be a representative, agent, subagent, or employee of the City or any political subdivision of the State of West Virginia. The Artist certifies that his understanding is that the City is not required to withhold any federal income tax, social security tax, state and local tax, to secure workers' compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to the Artist's officers and employees.

5 <u>Time of Performance.</u> It is understood that time is of the essence in the Artist's performance under the terms of this Contract. The Artist shall commence work upon execution of this Contract by the parties and perform and complete the Sculptures within 8 months of the execution of the Contract. The City, in its sole discretion, may grant the Artist a reasonable extension of time in the event conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unreasonably burdensome. Notwithstanding the foregoing or any other provision of this Contract, the City and Artist hereby explicitly agree to work in good faith to coordinate and synchronize the delivery of the completed Sculptures for installation and the construction activity, in order to mitigate any access issues, delay, and expense.

6 <u>Compensation.</u> The City shall pay the Artist the fixed price of TWO HUNDERED FORTY-SIX DOLLARS ($246,000.00) (the "Contract Price"), which shall constitute full payment for all services performed and materials furnished by the Artist under this Contract, including the Artist's fee. All payments will be made to: Simon Sculpture INC. EIN 85-3963307. The Contract Price shall be paid in the following installments:

(a) Down payment: One Hundred Thousand ($100,000.00) Dollars shall be paid to the Artist within thirty (30) calendar days of the execution date of this Sculpture Construction and Delivery Contract.
(b) Second payment: Seventy Five Thousand ($75,000.00) Dollars made either within five (5) months of the execution date of this Sculpture Construction and Delivery Contract, or upon completion of the Sculptures in clay form and making of plaster molds for the Sculptures, as approved by the City, whichever is sooner.
(c) Third Payment: Thirty Five Thousand ($35,000.00) Dollars made either within 8 months of the execution date of this Sculpture Construction and Delivery Contract, or upon completion of the Sculptures in concrete and coloring the Sculptures, as approved by the City, whichever is sooner.

(d) Final Payment: Thirty Six Thousand ($36,000.00) Dollars within thirty (30) calendar days of the final delivery to the City (the final delivery shall be considered completed when the Sculptures will arrive to the Park on a delivery vehicle, in a state suitable for unloading from the vehicle, and for installation) for installation at the Park at an agreed upon date and time in coordination with the construction activities and redevelopment of the Park, and the City's receipt of the following:

(1) The Artist's written certification of completion of the Artist's Services;

(2) The Artist's written bill of sale conveying title to the City of the Design and Sculptures, pursuant to Section 3 of this Contract;

(3) A notarized affidavit of no liens, claims, or other encumbrances; and

(4) Written acceptances of the Sculptures by the City's Director of Public Art.

7 Assignment, Transfer or Subcontracting. A material element of this Contract is the personal skill, judgment and creativity of the Artist. Therefore, THE ARTIST GUARANTEES THAT THE CREATIVE AND ARTISTIC PORTIONS OF THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL BE ACCOMPLISHED BY THE ARTIST. The Artist shall not assign, transfer, or subcontract the creative and artistic portions of the Project to another party without the prior written approval of the City.

8 Warranty of Title. The Artist warrants that upon final payment by the City to Artist, that the work covered by this Contract shall be the result of the artistic efforts of the Artist and does not infringe upon any copyright, and that the City shall acquire good title to the Design and Sculptures free from any and all claims, liens, and charges by any person or entity, including but not limited to any employee, supplier, or subcontractor.

9. Warrant of Quality. The Artist warrants that the specifications produced within this Project will comply with any and all applicable federal, state and local codes, laws, ordinances, and regulations. The Artist further warrants and guarantees the quality and workmanship of the Sculptures generally, and more specifically provides a two-year warranty from the date of installation to cover any and all defects, damage, or other problems with the Sculptures, which the Artist agrees he will promptly repair without additional charge to the City.

10 Indemnification.

10.1 The Artist shall indemnify and hold harmless, assume legal liability for and defend, the City, its officers, employees, agents, and servants, whether they be current, future or former, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, in law or in equity, including but not limited to, attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for infringement of intellectual property rights, bodily injury or death of persons and for loss of or damage to property, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the negligent acts or omissions or other wrongful conduct of the Artist, its subcontractors, employees, and agents in connection with the Artist's performance pursuant to this Contract. Expressly excluded from this indemnification are any and all liabilities, claims, actions, losses, costs and expenses, in law and in equity, arising out of, or be alleged to have arisen out of any actions by the City in connection with installation of the Sculptures.

10.2 The Artist shall and does hereby assume all liability for and agrees to indemnify the City or its officers, employees, agents, and servants against any or all loss, costs, damages, and liability for any or by reason for any lien, claims or demands, either for materials purchased or for work performed by Artist's subcontractors or others and from any damages, costs, actions, or causes of action and judgments arising from injuries sustained by other persons by reason of accidents or otherwise, to the extent caused by the negligence or breach of contract of said Artist, or its subcontractors, agents, employees, or workmen.

11 Risk of Loss. The Artist shall bear the full risk of loss or damage to the Sculptures until all services have been completed and the Sculptures have been delivered to the City. The Artist shall include the City as an additional insured on any relevant insurance policies.

12 Audit. The Artist shall submit invoices for compensation consistent with section 6 of this Contract in a form with sufficient detail for a proper preaudit and post-audit thereof. The Artist further agrees that the City or its designee reserves the right to audit, examine, and copy any and all books, records, electronic records and information relating to the work performed under this Contract. All records will be maintained for three (3) years following the term of the contract and until any audit is completed and all questions arising there from are resolved.

13 Duration, Default, and Termination.

13.1 This Contract shall take effect upon due execution of the parties and shall remain in effect until completion of the Project and acceptance by the City's Director of Public Art of the Sculptures and the delivery of the Sculptures by the Artist to the Park, as set forth in this Contract. All obligations relating to indemnity, warranties of title and quality shall survive termination of this Contract. Work shall commence upon the receipt of the Down payment by the Artist as described in Paragraph 6 of the Sculpture Construction and Delivery Contract.

13.2 Termination for Cause. In the event the City determines that the Artist has failed to comply with the conditions of this Contract, the City has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the City shall notify the Artist in writing of the need to take corrective action. If corrective action is not taken either within fifteen (15) days, or at the time mutually agreed upon by the Parties in writing, the Contract may be suspended or terminated. The City reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Artist from incurring additional obligations of funds during investigation of the alleged breach, and pending corrective action by the Artist or a decision by the City to terminate the Contract. The Artist has an option to dispute and appeal the City's allegation of the Artist's failure to comply with the conditions of the Sculpture Construction and Delivery Contract before an independent tribunal as described in Paragraph 15.5.

13.3 Termination for Convenience. Except as otherwise provided in this Contract, the City may, by fifteen (15) day written notice, terminate this Contract, in whole or in part at City's discretion, for convenience. The City shall still be responsible for all payments for work performed prior to termination, as described in the schedule set forth in Paragraph 6 of the Sculpture Construction and Delivery Contract, in the event of Termination for Convenience, as further described in Paragraph 13.5 of the Sculpture Construction and Delivery Contract.

13.4 Termination for Death or Incapacity. If the Artist becomes unable to complete this Contract due to death or incapacity, such death or incapacity shall not be deemed a breach of this Contract. However, nothing in this Section shall obligate the City to accept Artist's uncompleted work. In the event of incapacity, the Artist shall assign the Artist's obligations and services under this Contract to another artist provided that the City in its sole discretion, approves the new artist. Alternatively, the City may elect to terminate the Contract. In the event of death of the Artist, this Contract shall terminate effective the date of death. Should the City accept the partially completed work of the Artist, the Artist's executor shall deliver to the City the work in whatever form or degree of completion it may be in at the time. Title of the partially completed work of the Artist shall then transfer to the City.

13.5 Termination Procedure. The City shall pay the Artist for services performed and goods delivered prior to the effective date of termination, consistent with the schedule of payments set forth in Section 6 of this Contract. In case of default, the Parties shall enter into good faith negotiations regarding the extent of the amount remaining due or any amount that may need to be returned under this Contract. If the Parties are unable to resolve this dispute through good faith negotiations, either Party may seek relief in a proper venue, as stated in Paragraph 15.5 of this Contract. At the request of the City, the Artist shall provide an accounting of all expenses incurred under this Contract prior to the effective date of termination, and shall return to the City all funds provided by the City in excess of expenses already incurred. The City may withhold from any amounts due the Artist such sum as the City determines necessary to protect against potential loss or liability. The rights and remedies of the City and the Artist provided in this Section 13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Sculpture Construction and Delivery Contract.

14 Notice. All notices, requests, demands, and other communications that are required or may be given under this Contract shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted, if transmitted by electronic mail; the day after it is sent, if sent by recognized expedited delivery service; and five days after it is sent, if mailed, first class or certified mail, return receipt requested, postage prepaid. In each case, notice shall be sent to the above mailing addresses, to such other address as a party shall have specified by notice in writing to the other party, or by email with emails to the City sent to citymanager@cityofcharleston.org and emails to the Artist sent to jamessimonsculpture@gmail.com.

15 General Provisions.

15.1 Invalidity of Particular Provision. If any term or provision of this Contract or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

15.2 Captions and Relationship of Parties. The captions of the sections of this Contract are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions of this Contract. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than as stated in this Contract.

15.3 Binding Upon Successors. Except as otherwise provided in this Contract, the terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.4 Entire Agreement. This Contract contains the entire agreement between the parties, and supersedes all prior Contracts and understandings, oral or written, between the parties with respect to the subject matter thereof. Oral statements or representations or prior written matters not contained in this Contract shall have no force or effect. This Contract shall not be modified in any way except by a writing executed by both parties.

15.5 Governing Law and Forum. All matters pertaining to this Contract (including its interpretation, application, validity, performance and breach) shall be governed by, construed and enforced in accordance with the laws of the State of West Virginia. The Parties further agree that the situs of this Contract is Charleston, West Virginia. Should any dispute arise under this Contract that cannot be resolved through good faith discussions, the parties agree to submit to the personal jurisdiction and venue of a court where subject matter jurisdiction is proper.

15.6 Authorization. Each party represents to the other that it has authority under all applicable laws to enter into a contract containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each part for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each party are authorized and empowered to executed said Contract.

15.7 Estoppel/Waiver. No waiver of any provisions of this Contract shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing waiver. The failure of the City to enforce any term or condition of this Contract shall not constitute a waiver or estoppel of any subsequent violation of this Contract.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written or have caused this Contract to be executed by their respective officers thereunto duly authorized.

CITY: CITY OF CHARLESTON, WEST VIRGINIA

____
Name: _________________________________
Title: _________________________________

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this ____day of _____________, 2021, by _________________________, the ____________________________, of the City of Charleston, West Virginia, a municipal corporation existing under the laws of the State of West Virginia, on behalf of said City.

My commission expires: __________________________.

____
Notary Public

[Notary seal]

ARTIST: SIMON SCULPTURE, INC (d/b/a JAMES SIMON)

____

STATE OF _______________________,

COUNTY OF ______________________, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____________, 2021, by James Simon, Artist and principal of Simon Sculpture, Inc.

My commission expires: __________________________.

____
Notary Public

[Notary seal]

EXHIBIT A

ARTIST SERVICES

SCOPE OF WORK:

Sculptor James Simon (the "Artist") has designed an Appalachian-themed sculpture featuring a woman playing a fiddle, a man playing a banjo, and a resting West Virginia brown dog. The design was previously provided to the City in the form of models, pictures attached hereto for consistency application.

The Sculptures will be hand-sculpted and cast in concrete by the Artist and be consistent in resemblance or likeness to the models previously provided to the City. The final Sculptures of the man and woman will weigh approximately 3,000 lbs. and stand approximately 15 feet tall. The Sculpture of the dog will weigh approximately 700 lbs. and stand approximately 3 feet tall. The scope of work under this Contract includes finalizing the design to the stated sizes, construction documents, fabrication of the Sculptures, and delivery of the Sculptures to the City for installation.

The City is fully and solely responsible for all aspects of the installation of the Sculptures, including complying with all applicable laws, ordinances, rights of way, regulations, and codes of the federal government, State of West Virginia, Kanawha County, and the City of Charleston, West Virginia. The City shall further be fully and solely responsible for designing, constructing, and installing a suitable base, foundation, and/or support for the Sculptures, for removal of the Sculptures from the delivery vehicle, and for all appropriate materials, supplies, equipment, labor, including, without limitation, cranes, scaffolding, concrete, and installers, required for installation of the Sculptures. The Artist shall be present on the site of installation to provide guidance for the Installation process, but shall not be responsible for the costs, materials, equipment and labor related to installation of the Sculptures.

The Artist and Artist's structural engineer and fabricator shall review the Design and associated materials for consistency and constructability, and report any engineering, structural concerns, or constructability concerns to the City. Modifications to the design necessitated by its review shall be submitted and approved by the City's Director of Public Art prior to the beginning of fabrication.

The Artist shall work with the City and the City's Construction Contractor to deliver final and complete architectural, structural, mechanical and engineering drawings, written specifications, structural and engineering calculations, and energy compliance forms at 100% design completion, prepared by Artist or Artist's subcontractors, setting forth in detail the design and specifications of the Sculptures. Construction documents should describe and fix the location, size, materials and character of the Sculptures, as determined in consultation with the City and the City's Construction Contractor, with respect to architectural, structural engineering, mechanical and electrical systems, materials, colors, methods of attachment and anchoring and fabrication methods, and other such elements as may be appropriate. Construction documents must be signed and stamped by design professionals licensed pursuant to State of West Virginia law as applicable under state law and applicable codes, ordinances and regulations.

As part of the delivery of the Sculptures, Artist shall provide the City a general maintenance plan for the Sculptures that describes the estimated maintenance requirements of the Sculptures, including any manufacturer's warranties or specifications in addition to the requirements contained in the Contract for the durability of the sculptures. The general maintenance plan shall include a description of future anticipated maintenance requirements; a recommended maintenance schedule, anticipated and required care and/or equipment including any staff time involved; and written instruction and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relative to the Sculptures. The Sculpture must be durable, taking into consideration that the sites are unsecured public spaces that are exposed to elements such as weather, temperature variation, and traffic.

The Artist shall deliver progress reports to the City every month after the signing of this Contract and upon request by the City. The Artist understands and agrees that the delivery must be coordinated with the City and the City's Construction Contractor.

Resolution No. 468-21

Introduced in Council: Adopted by Council:

May 3, 2021

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 468-21 – Authorizing the Mayor or City Manager to cancel the Letter of Credit expiring September 21, 2021, in the amount of $1,000,000 and enter into an agreement with WesBanco, Inc., for a Standby Letter of Credit in the amount of $500,000 for a term starting June 1, 2021. Cost of the letter is 0.5% of the amount issued. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to cancel the Letter of Credit expiring September 21, 2021, in the amount of $1,000,000 and enter into an agreement with WesBanco, Inc., for a Standby Letter of Credit in the amount of $500,000 for a term starting June 1, 2021. Cost of the letter is 0.5% of the amount issued. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

Resolution No. 469-21

Introduced in Council: Adopted by Council:

May 3, 2021

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 469-21 – Authorizing the Mayor or City Manager to enter into a contract with WV Demolition, Inc., in the amount of $3.89 per square foot for demolition services and to enter into an agreement with RS Environmental, Inc., in the amount of $2.25 per square foot for asbestos removal, as the result of a competitive bidding process with local vendor preference consideration.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with WV Demolition, Inc., in the amount of $3.89 per square foot for demolition services and to enter into an agreement with RS Environmental, Inc., in the amount of $2.25 per square foot for asbestos removal, as the result of a competitive bidding process with local vendor preference consideration.

Demolition of Buildings and Asbestos Removal RFP 2021-012
Bid Opening Date 4/22/21

		Astar Abatement Bonham Business Plaza 539 Two Mile Rd Charleston WV 25312 304-343-5950 vanessapritt@astarabatement.com	**RS Environmental** 109 Seneca Valley Estates Sissonville WV 25320 304-546-4354 raysaulino@aol.com	**Reclaim Company LLC.** 200 8th St. Fairmont WV 26554 304-816-0194 sandeep@reclaimco.com	**WV Demolition** 3780 Rutledge Rd. Charleston WV 25311 304-342-4909 wvdemolition@yahoo.com
Item	**Unit**	**Price per Unit**	**Price per Unit**	**Price per Unit**	**Price per Unit**
Demolition Services	1 SF	no bid	no bid	$4.98	$3.89
Asbestos Abatement	1 SF	$3.47	$2.25	$2.45	no bid

Local Vendor Preference (4%)	**(.14) $3.33**	**(.09) $2.16**	**(.20) $4.78 (.10) $2.35**	**(.16) $3.73**

Resolution No. 470-21

Introduced in Council: Adopted by Council:

May 3, 2021

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 470-21 – Authorizing the Mayor or City Manager to approve a contract change order between the City of Charleston and RK Construction, Inc., regarding the Barlow Drive Industrial Road Access Improvement Project in an amount not to exceed $35,305.11, where the change order represents added work related to constructing additional length to a retaining wall along Barlow Drive.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to approve a contract change order between the City of Charleston and RK Construction, Inc., regarding the Barlow Drive Industrial Road Access Improvement Project in an amount not to exceed $35,305.11, where the change order represents added work related to constructing additional length to a retaining wall along Barlow Drive.

RK Construction, Inc

47 Omers Drive

Frametown, WV 26623

A Certified DBE Company

304-364-5454

Project Barlow Road (Change Order)
Revision Date: 04/19/2021

WV Conctractors License # WV045891

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	MOBILIZATION	1.00	LS	924.29	924.29
10	HP12X53 STEEL PILE SPLICE W/12X53 HPSPLICE	300.00	LF	29.12	8,736.00
15	HP10X42 STEEL PILE	40.00	LF	160.84	6,433.60
20	HP10X42 WALE	50.00	LF	32.89	1,644.50
25	CONCRETE LAGGING, THICKNESS	50.00	EA	199.20	9,960.00
30	ADDITIONAL ANCHOR LENGTH	46.00	LF	131.57	6,052.22
35	TYPE 1 GUARDRAIL, CLASS	50.00	LF	31.09	1,554.50
GRAND TOTAL					**$35,305.11**

NOTES:

Price quoted for 12x53 Pile Splice is for splicing only for Ten (10) additional piles of 30 ft 12 x 53 Piles. Splices to be done at RK Construction's Shop using Pre-fabricated Manufacturers HPile Splicers. No Engineering or design is included in the splicing of the HPile therefore RK Construction offers no express warranty to this addition.

Please Note* Due to fluctuating prices caused by Covid-19, material prices may be subject to a price increase based on market pricing at the time of order.

Bill No. 7901

Introduced in Council: **Adopted by Council:**

April 5, 2021 ______________________

Introduced by: **Referred to:**

Caitlin Cook and Chad Robinson **Parks & Recreation and Finance**

Bill No. 7901 - A BILL to amend and reenact Section 82-124 of the Municipal Code of the City of Charleston, relating to providing authorization for the waiver of certain fees for use of public parks and recreation facilities.

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

That Section 82-124 of the Municipal Code of the City of Charleston is hereby amended and reenacted to read as follows:

CHAPTER 82 – PARKS AND RECREATION.
ARTICLE IV – PUBLIC USE OF PARKS AND RECRATIONAL FACILITIES.
Sec. 82-124. - Waiver of ~~swimming pool~~ fees at certain facilities.

Notwithstanding the rental and fee schedule provided by section 82-125, the mayor, city manager, and the director of the department of parks and recreation may jointly, from time to time, ~~and~~ (1) when weather conditions warrant, and under circumstances which would not substantially affect the revenues of a city swimming pool facility, declare a day or some portion of a day to be a free swim day and waive the collection of the fees prescribed by section 82-125; and (2) where the interests of the community are furthered and under circumstances which would not substantially affect the revenues of the parks and recreation department, waive the collection of a fee or fees prescribed by section 82-125 on one or more days at one or more facility.

Bill No. 7903

Introduced in Council: | **Adopted by Council:**

April 19, 2021 | ____________________

Introduced by: | **Referred to:**

Joseph Jenkins | **Finance Committee**

THE CITY OF CHARLESTON

Sales Tax Refunding Revenue Bonds
(Coliseum and Convention Center Project)
Series 2021

BOND AUTHORIZING ORDINANCE OF
THE CITY OF CHARLESTON

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES TAX REFUNDING REVENUE BONDS (COLISEUM AND CONVENTION CENTER PROJECT), SERIES 2021, IN ONE OR MORE SERIES, ON A TAX-EXEMPT OR TAXABLE BASIS, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $50,000,000 (THE "2021 BONDS") BY THE CITY OF CHARLESTON (THE "ISSUER"), THE PROCEEDS OF WHICH SHALL BE EXPENDED TO REFUND ALL OR A PORTION OF THE ISSUER'S SALES TAX REVENUE BONDS (CIVIC CENTER PROJECT), SERIES 2015 (THE "2015 BONDS"), TO FUND A RESERVE FUND PLEDGED TO THE PAYMENT OF THE 2021 BONDS, IF NECESSARY, AND TO PAY COSTS OF ISSUANCE IN CONNECTION WITH THE 2021 BONDS; PROVIDING PARAMETERS FOR THE PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND OTHER TERMS OF THE 2021 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL INDENTURE MODIFYING CERTAIN TERMS OF THE 2015 BONDS WITH THE CONSENT OF THE HOLDERS THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL INDENTURE IN CONNECTION WITH THE ISSUANCE OF THE 2021 BONDS AND ANY OTHER DOCUMENTS RELATING THERETO; PROVIDING PARAMETERS FOR THE TERMS OF THE 2021 BONDS; AUTHORIZING EXECUTION AND DELIVERY OF OTHER DOCUMENTS, INSTRUMENTS, CERTIFICATES AND AGREEMENTS AND THE TAKING OF ALL OTHER ACTIONS RELATING TO THE ISSUANCE OF THE 2021 BONDS.

WHEREAS, pursuant to Section 5a of Chapter 8, Article 1 of the Code of West Virginia, 1931, as amended (the "Home Rule Act"), the Issuer has been granted "Home Rule Status" by the Municipal Home Rule Board;

WHEREAS, the City Council of the Issuer (the "City Council") did, pursuant to the Home Rule Act and Section 2 of Chapter 8, Article 12 of the Code of West Virginia, 1931, as amended (the "Code"), and following all necessary actions, publications, public hearings and approvals, on May 20, 2013, enact an ordinance (the "Initial Sales Tax Ordinance") levying and imposing an excise tax within the corporate boundaries of the Issuer on (i) the privilege of selling tangible personal property or custom software and furnishing certain selected services and (ii) the use of tangible personal property, custom software and the results of taxable services at a rate of one-half of one percent (0.5%) (the "Municipal Sales Tax");

WHEREAS, pursuant to the Home Rule Act and Section 2 of Chapter 8, Article 12 of the Code, and following all necessary actions, publications, public hearings and approvals, on November 3, 2014, the City Council enacted an ordinance (the "2014 Amendatory Sales Tax Ordinance") increasing the Municipal Sales Tax from one-half of one percent (0.5%) to one percent (1.0%) effective July 1, 2015;

WHEREAS, the City Council did on January 4, 2021, following all necessary actions, publications, public hearings and approvals, enact an ordinance amending and reenacting provisions pertaining to the deposit, allocation and pledge of the Municipal Sales Tax revenues (the "2021 Amendatory Sales Tax Ordinance" and collectively with the Initial Sales Tax Ordinance and the 2014 Amendatory Sales Tax Ordinance, the "Sales Tax Ordinance");

WHEREAS, the Sales Tax Ordinance created a special revenue fund in the City Treasury designated and known as the City Sales and Use Tax Fund (the "Tax Fund") and a special revenue fund in the City Treasury designated and known as the Uniform Pensions Reserve Fund (the "Pension Fund");

WHEREAS, the Municipal Sales Tax revenues collected by the Tax Commissioner of the State of West Virginia (the "Tax Commissioner"), less any fee or charge permitted by law to be collected by the Tax Commissioner, are remitted to the Issuer quarterly on or about each January 1, April 1, July 1 and October 1 and deposited into the Tax Fund (the "Municipal Sales Tax Revenues");

WHEREAS, under Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended (the "Bond Act"), the Issuer has plenary power and authority to issue revenue bonds secured by all or a portion of the Municipal Sales Tax Revenues to pay the costs of public works projects;

WHEREAS, pursuant to the Bond Act, the Issuer entered into that certain Bond Indenture dated as of August 17, 2015 (the "Original Indenture"; capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Original Indenture) with United Bank (formerly known as United Bank, Inc.), as trustee (the "Trustee"), under which the Issuer issued its Sales Tax Revenue Bonds (Civic Center Project) Series 2015 in the original aggregate principal amount of $97,250,000 (the "2015 Bonds") to (i) finance the costs of design, acquisition, construction, renovation and equipping of additions, betterments and improvements to the Charleston Coliseum and Convention Center (formerly known as the Charleston Convention and Civic Center) and related improvements, (ii) fund a reserve account pledged to the payment of such obligations, if necessary, (iii) pay the costs of issuance of such obligations, and (iv) pay other costs associated with such obligations;

WHEREAS, the Issuer desires to modify certain redemption provisions of all or a portion of the 2015 Bonds with the consent of the holders thereof in accordance with the terms of the Original Indenture pursuant to a First Supplemental Indenture of Trust between the Issuer and the Trustee (the "First Supplemental Indenture");

WHEREAS, pursuant to the Bond Act, Chapter 8, Article 12 of the Code and Chapter 13, Article 2E of the Code (collectively, the "Act"), the Issuer has the plenary power and authority to issue one or more series of its Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project) Series 2021 (the "2021 Bonds") in an aggregate principal amount not to exceed $50,000,000 for the purposes of (i) refunding all or a portion of the 2015 Bonds for debt service savings, (ii) funding a reserve fund for the 2021 Bonds, if necessary, and (iii) paying costs of issuance of the 2021 Bonds;

WHEREAS, the 2021 Bonds will be Additional Bonds (as defined in the Original Indenture) issued on a parity with any Outstanding (as defined in the Original Indenture) 2015 Bonds, in accordance with the terms of the Original Indenture and pursuant to a Second Supplemental Indenture to be entered into between the Issuer and the Trustee (the "Second Supplemental Indenture" and collectively with the Original Indenture and the First Supplemental Indenture, the "Indenture");

WHEREAS, any Outstanding 2015 Bonds, the 2021 Bonds and any Additional Bonds issued under the Indenture from time to time shall be payable solely from and secured solely by a lien on the Municipal Sales Tax Revenues deposited in the Tax Fund;

WHEREAS, any Outstanding 2015 Bonds, the 2021 Bonds and any Additional Bonds issued under the Indenture from time to time shall not be payable from or secured by the Municipal Sales Tax Revenues deposited in the Pension Fund in accordance with the Sales Tax Ordinance;

WHEREAS, the Issuer hereby determines that it would be to the benefit of the Issuer and the inhabitants of the City of Charleston to refund all or a portion of the 2015 Bonds for debt service savings; provided, however, that the 2021 Bonds will only be issued after the Issuer has obtained from an independent certified public accountant a certification verifying the amount of savings to be achieved by the refunding shall in fact be served, based upon such independent certified public accountant's review, comparison and analysis of the net interest cost in dollars of the 2021 Bonds then proposed to be issued and the net interest cost in dollars of the 2015 Bonds then proposed to be refunded; and

WHEREAS, the Issuer deems it desirable and in keeping with its purposes under the Act, to issue the 2021 Bonds, in one or more series, in an aggregate principal amount not to exceed $50,000,000, on a taxable or tax-exempt basis determined by an Authorized Officer in the Certificate of Determination, (as such terms are hereinafter defined), for the purposes of refunding all or a portion of the 2015 Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLESTON:

Section 1. This Ordinance is adopted and enacted pursuant to and in accordance with the provisions of the Act and other applicable provisions of law. It is hereby found and determined, following the public hearing held before the City Council, that the 2021 Bonds should be issued as hereinafter described and the issuance of the 2021 Bonds and the refunding of all or a portion of the 2015 Bonds is authorized and approved.

Section 2. To accomplish the purposes of the Act, to provide for the refunding of all or a portion of the 2015 Bonds, including any premium due thereon, to fund a reserve fund pledged to the payment of the 2021 Bonds, if necessary, and to pay costs of issuance of the 2021 Bonds, the issuance of the 2021 Bonds, in one or more series, on a taxable or tax-exempt basis determined by an Authorized Officer in the Certificate of Determination, in an aggregate principal amount not to exceed $50,000,000 is hereby authorized, approved and directed; provided, however, that the 2021 Bonds will only be issued after the Issuer has obtained a certification from an independent certified public accountant verifying the amount of savings to be achieved by the refunding shall in fact be served, based upon such independent certified public accountant's review, comparison and analysis of the net interest cost in dollars of the 2021 Bonds then proposed to be issued and the net interest cost in dollars of the 2015 Bonds then proposed to be refunded.

Section 3. The Mayor and City Manager of the Issuer (together, the "Authorized Officers" and each an "Authorized Officer") shall each have the power and authority to execute and deliver a Certificate of Determination (the "Certificate of Determination"), which will establish the material terms of the 2021 Bonds including, without limitation, (i) the aggregate principal amount of the 2021 Bonds then proposed to be issued, not to exceed $50,000,000, (ii) determining whether the 2021 Bonds shall be issued in one or more series and assigning a designation to the series then proposed to be issued, (iii) determining whether such 2021 Bonds shall be issued as tax-exempt bonds, taxable bonds, or any combination thereof, with each different mode to be issued as a separate series of bonds, (iv) fixing the maturity schedule for each series of the 2021 Bonds then proposed to be issued by the Issuer, including the amounts of serial bonds and term bonds, such maturities to be not longer than forty (40) years from the date of issuance of such series of the 2021 Bonds, (v) fixing the scheduled debt service payments for the 2021 Bonds in an aggregate amount, together with any 2015 Bonds to remain Outstanding, not to exceed $7,300,000 in any year, (vi) prescribing the interest rates or yields for each series of 2021 Bonds then proposed to be issued by the Issuer, such rates or yields not to exceed an average interest cost of three percent (3%) per annum (provided that such interest cost may exceed such amount upon the occurrence of an event of default or event of taxability under the 2021 Bonds or the Indenture), (vii) fixing the amounts and times of mandatory redemption for each such series of 2021 Bonds then proposed to be issued by the Issuer, (viii) fixing optional redemption provisions for each such series of 2021 Bonds then proposed to be issued by the Issuer, including times and redemption prices, (ix) fixing the purchase price for each such series of 2021 Bonds then proposed to be issued by the Issuer, which may include an original issue discount or premium, (x) dating each such series of 2021 Bonds then proposed to be issued by the Issuer, and (xi) approving the form of the 2021 Bonds of each such series then proposed to be issued.

Section 4. The 2021 Bonds, together with the interest thereon and other costs incidental thereto, shall be secured solely by the pledges effected by the Indenture and by the Municipal Sales Tax Revenues deposited in the Tax Fund and other revenues and properties pledged for their payment in accordance with the Act. The 2021 Bonds, together with the interest thereon and other costs incidental thereto, shall not be deemed to be and shall not constitute an indebtedness of the State of West Virginia or the Issuer, but shall be special and limited obligations of the Issuer, payable solely from the Municipal Sales Tax Revenues deposited in the Tax Fund and other revenues and properties pledged under the Indenture. Neither the 2021 Bonds nor the interest thereon, nor any other costs or charges in connection therewith, shall be a charge against or pledge of the property, faith and credit or taxing power, if any, of the State of West Virginia or the Issuer, except as to such property expressly provided therefor in the Indenture, nor shall the same ever constitute an indebtedness of the State of West Virginia, the Issuer within the meaning of any constitutional provision or statutory limitation or constitute or give rise to a pecuniary liability of the State of West Virginia or the Issuer. No recourse shall be had for the payment of the principal of and interest on the 2021 Bonds against any Authorized Officer, official or member of the Issuer. The holders of the 2021 Bonds shall have no right to have taxes levied by the legislature of the State of West Virginia or the taxing authority, if any, of the Issuer for the payment of the principal of, premium, if any, or interest on the 2021 Bonds, but the 2021 Bonds shall be payable solely from Municipal Sales Tax Revenues deposited in the Tax Fund and other revenues and properties pledged under the Indenture.

The 2021 Bonds will be payable on a parity with respect to lien on, source of and security for payment from the Municipal Sales Tax Revenues which are deposited into the Tax Fund with the lien granted in favor of any Outstanding 2015 Bonds and any Additional Bonds.

Section 5. The form of the First Supplemental Indenture with the consent of the Holders of the 2015 Bonds in accordance with the Original Indenture, substantially as submitted to the City Council in connection with the enactment of this Ordinance and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved. The Authorized Officers are hereby authorized and directed to execute, acknowledge, if necessary, and deliver the First Supplemental Indenture with such changes, insertions, variations and omissions as may be approved by the Authorized Officer executing the First Supplemental Indenture, subject to review, applicable revision and approval of legal counsel to the Issuer, and the City Clerk is authorized and directed to affix the seal of the Issuer thereto and to attest such seal. The execution of the First Supplemental Indenture by the Authorized Officers shall be conclusive evidence of the approval of such changes, insertions, variations and omissions.

Section 6. The form of the Second Supplemental Indenture, substantially as submitted to the City Council in connection with the enactment of this Ordinance and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved. The Authorized Officers are hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Second Supplemental Indenture with such changes, insertions, variations and omissions as may be approved by the Authorized Officer executing the Second Supplemental Indenture, subject to review, applicable revision and approval of legal counsel to the Issuer, and the City Clerk is authorized and directed to affix the seal of the Issuer thereto and to attest such seal. The execution of the Second Supplemental Indenture by the Authorized Officers shall be conclusive evidence of the approval of such changes, insertions, variations and omissions.

Section 7. The 2021 Bonds shall be issued in fully registered form in accordance with the provisions of the Indenture and shall be delivered to the Trustee to be authenticated, registered and delivered to the purchaser thereof, in physical, non-book-entry, certificated form, in accordance with the terms of the Indenture.

Section 8. The Mayor shall execute the 2021 Bonds as necessary and the City Clerk is authorized and directed to affix the seal of the Issuer thereto and to attest such seal. The 2021 Bonds shall contain a recital to the effect that the 2021 Bonds are issued pursuant to the Act. The definitive 2021 Bonds shall be in substantially the form approved in a Certificate of Determination, with such necessary and appropriate changes, insertions, variations and omissions as are approved by the Mayor. The execution of the 2021 Bonds by the Mayor shall be conclusive evidence of the approval of such changes, insertions, variations and omissions.

Section 9. The Authorized Officers shall have the power and authority to execute and deliver a Bond Commitment Agreement or a Commitment Letter with respect to the 2021 Bonds, by and between the Issuer and the applicable purchaser of such 2021 Bonds ("Commitment Agreement").

Section 10. The Authorized Officers and the City Clerk and any other proper officers and employees of the Issuer, together with all other members and employees thereof, are hereby authorized and directed to execute, acknowledge, if necessary, and deliver any and all papers, documents, agreements, certificates and instruments, to affix the seal of the Issuer and attest the same for and on behalf of the Issuer and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance, the Indenture, any Commitment Agreement and other documents relating thereto, including but not limited to the Certificate of Determination, a Tax Compliance Certificate related to the 2021 Bonds and an Escrow Agreement for the 2015 Bonds to be refunded.

Section 11. All covenants stipulations, obligations and agreements of the Issuer contained herein and contained in the Indenture, any Commitment Agreement and other documents relating thereto shall be deemed to be the special and limited covenants, stipulations, obligations and agreements of the Issuer to the full extent permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Issuer and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements, shall be transferred by or in accordance with law. Except as otherwise provided herein, all rights, powers and privileges conferred and duties and liabilities imposed upon the Issuer or the officials thereof and by the Indenture, any Commitment Agreement and other documents relating thereto shall be exercised or performed by the Issuer or by such officers, board or body as may be required or permitted by law to exercise such powers and to perform such duties.

Section 12. No covenant, stipulation, obligation or agreement herein contained or contained in the Indenture, any Commitment Agreement or other documents relating thereto shall be deemed to be a covenant, stipulation, obligation or agreement of any Authorized Officer, officer, agent or employee of the Issuer in his or her individual capacity, and neither the members of the Issuer nor any officer executing the 2021 Bonds shall be subject to any personal liability or accountability by reason of the issuance of the 2021 Bonds. No Authorized Officer, member, officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest of any 2021 Bond, but nothing herein contained shall relieve any such Authorized Officer, member, official or employee from the performance of any official duty provided by law or this Ordinance.

Section 13. The laws of the State of West Virginia shall govern the construction of this Ordinance and all 2021 Bonds issued hereunder.

Section 14. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance.

Section 15. All previous ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 16. The Issuer covenants that (i) all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption and entry of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and (ii) the Authorized Officers, City Clerk and members of the City Council were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 17. The City Clerk is hereby authorized and directed to have an abstract of this Ordinance, in substantially the form attached hereto as Exhibit A, which abstract has been and is hereby determined by the City Council to contain sufficient information as to give notice of the contents of this Ordinance, published once a week for 2 successive weeks, with not less than six full days between each publication, the first such publication to be not less than 10 days before, and the second publication also being before the date set for the public hearing, in a qualified newspaper published and having a general circulation in Kanawha County, West Virginia, stating that this Ordinance has been enacted, that the Issuer contemplates the issuance of the 2021 Bonds described in this Ordinance and that any person interested may appear before the City Council at the public hearing on Monday, May 17, 2021, at 7:00 p.m., prevailing time, at the Charleston Coliseum and Convention Center, West Hall 1, Charleston, West Virginia, and be heard as to whether this Ordinance shall be made effective, and that a certified copy of this Ordinance is on file in the office of the City Clerk for review by interested persons during regular office hours. At such hearing, all objections and suggestions shall be heard and the Issuer shall then take such action as it shall deem proper.

Section 18. This Ordinance shall take effect as follows:

First Reading:	April 19, 2021
Second Reading and Enactment:	May 3, 2021
Public Hearing and adoption of Resolution making Ordinance Effective:	May 17, 2021

CERTIFICATION

The undersigned, being the duly qualified, elected and acting City Clerk of the City of Charleston, does hereby certify that the foregoing Ordinance is a true, correct and complete copy of an Ordinance duly adopted and enacted by City Council of the City of Charleston, at a regular meeting duly held at 7:00 p.m. on May 3, 2021 (second reading and enactment), after introduction and first reading on April 19, 2021 (first reading) at a regular meeting duly held at 7:00 p.m., pursuant to proper notice, at which meetings quorums were present and acting throughout, and which Ordinance was enacted following a public hearing thereon, notice of which public hearing was published in publications having a general circulation in Kanawha County, West Virginia, the first publication having been not less than 10 days prior to such public hearing and the second publication having been prior to such public hearing.

Dated this _______ day of ____________, 2021.

By:_____________________________________
Its: City Clerk

Exhibit A

Form of Notice of Public Hearing

[TO BE PUBLISHED ON
TUESDAY, MAY 4, 2021 AND **TUESDAY, MAY 11, 2021**]

NOTICE OF PUBLIC HEARING ON
THE CITY OF CHARLESTON
BOND ORDINANCE

A public hearing will be held on the below-entitled Ordinance at a regular meeting of the City Council of the City of Charleston (the "City Council") to be held on Monday, May 17, 2021, at 7:00 p.m. at the Charleston Coliseum and Convention Center, West Hall 1, Charleston, West Virginia. At such hearing, any person interested may appear before the City Council and present protests, and all protests and suggestions shall be heard by the City Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

> AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES TAX REFUNDING REVENUE BONDS (COLISEUM AND CONVENTION CENTER PROJECT), SERIES 2021, IN ONE OR MORE SERIES, ON A TAX-EXEMPT OR TAXABLE BASIS, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $50,000,000 (THE "2021 BONDS") BY THE CITY OF CHARLESTON (THE "ISSUER"), THE PROCEEDS OF WHICH SHALL BE EXPENDED TO REFUND ALL OR A PORTION OF THE ISSUER'S SALES TAX REVENUE BONDS (CIVIC CENTER PROJECT), SERIES 2015 (THE "2015 BONDS"), TO FUND A RESERVE FUND PLEDGED TO THE PAYMENT OF THE 2021 BONDS, IF NECESSARY, AND TO PAY COSTS OF ISSUANCE IN CONNECTION WITH THE 2021 BONDS; PROVIDING PARAMETERS FOR THE PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND OTHER TERMS OF THE 2021 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL INDENTURE MODIFYING CERTAIN TERMS OF THE 2015 BONDS WITH THE CONSENT OF THE HOLDERS THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL INDENTURE IN CONNECTION WITH THE ISSUANCE OF THE 2021 BONDS AND ANY OTHER DOCUMENTS RELATING THERETO; PROVIDING PARAMETERS FOR THE TERMS OF THE 2021 BONDS; AUTHORIZING EXECUTION AND DELIVERY OF OTHER DOCUMENTS, INSTRUMENTS, CERTIFICATES AND AGREEMENTS AND THE TAKING OF ALL OTHER ACTIONS RELATING TO THE ISSUANCE OF THE 2021 BONDS.

The above-quoted title of the Ordinance describes generally the contents thereof and the purposes of the 2021 Bonds contemplated thereby. The City of Charleston (the "Issuer") contemplates the issuance of the 2021 Bonds, in one or more series, as described in the Ordinance. The aggregate proceeds of the 2021 Bonds will be used to (i) refund all or a portion of the 2015 Bonds for debt service savings, (ii) fund a reserve fund for the 2021 Bonds, if necessary, and (iii) pay costs of issuance of the 2021 Bonds. The

2021 Bonds shall be payable solely from and secured solely by a lien on the Issuer's Municipal Sales Tax Revenues deposited in the City Sales and Use Tax Fund in the City Treasury. Other than the Municipal Sales Tax, no taxes may at any time be levied for the payment of the principal of or interest on the 2021 Bonds.

The above-entitled Ordinance was introduced on first reading to the City Council on April 19, 2021 and was presented on second reading and enacted on May 3, 2021. A certified copy of the above-entitled Ordinance is on file with the City Clerk for review by interested parties during regular office hours.

Following the public hearing, the City Council intends to adopt a Resolution making the Ordinance effective.

/s/ Miles Cary
Clerk

THIS BOND IS REGISTERED WITH THE TRUSTEE, UNITED BANK (FORMERLY KNOWN AS UNITED BANK, INC.), AND IS NOT REGISTERED WITH THE DEPOSITORY TRUST COMPANY, AND ANY REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT SHOULD BE SUBMITTED TO THE TRUSTEE, UNITED BANK. THIS BOND, OR ANY INTEREST OR PARTICIPATION HEREIN, MAY ONLY BE OFFERED, SOLD, TRANSFERRED OR EXCHANGED IN ACCORDANCE WITH THE CONDITIONS AND PROVISIONS SET FORTH IN SECTION 2.06 OF THE INDENTURE HEREIN DESCRIBED.

UNITED STATES OF AMERICA
THE CITY OF CHARLESTON
SALES TAX REFUNDING REVENUE BONDS
(COLISEUM AND CONVENTION CENTER PROJECT)
SERIES 2021[A][B]

No. [A][B]R-_ $_________

INTEREST RATE	MATURITY DATE	BOND DATE
%		[June __, 2021]

REGISTERED OWNER: ________________________________

PRINCIPAL AMOUNT: _________________________________

The City of Charleston, West Virginia, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, but solely from the Municipal Sales Tax Revenues deposited in the Tax Fund (as such terms are defined in the hereafter defined Indenture) and amounts pledged to such payment under the Bond Indenture dated as of August 17, 2015, between the Issuer and United Bank, Inc., as trustee (the "Original Indenture"), as amended and supplemented by the First Supplemental Indenture dated as of [June __, 2021] (the "First Supplemental Indenture") and the Second Supplemental Indenture dated [June __, 2021] (the "Second Supplemental Indenture"), and as may be further supplemented and amended from time to time (collectively, the "Indenture"), to the Registered Owner shown above or registered assigns or legal representatives upon the presentation and surrender hereof at the designated office of the Trustee, the Principal Amount specified above, on the Maturity Date shown above, unless this Bond is called for earlier redemption, with interest accruing on the Principal Amount from the date hereof until said Principal Amount is paid, payable on November 15, February 15, May 15 and August 15 of each year, commencing August 15, 2021 (each an "Interest Payment Date"). The Principal Amount of this Bond shall be payable in installments on November 15, February 15, May 15 and August 15 of each year, commencing August 15, 2021 (each a "Principal Payment Date"), in the amounts indicated in the Debt Service Schedule attached hereto as EXHIBIT A, with all principal of this Bond not theretofore repaid on such Principal Payment Dates or otherwise, together with all interest which has accrued thereon and not theretofore been repaid, being due and payable on the Maturity Date stated above. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Indenture.

All interest due on this Bond shall be payable to the person in whose name this Bond is registered on the Bond Register maintained by United Bank (formerly known as United Bank, Inc.), a Virginia banking corporation with trust offices in Charleston, West Virginia, as Trustee and Bond Registrar (such entity and any successor in such capacity being referred to herein as the "Trustee"), as of the close of business on the fifth Business Day preceding any Interest Payment Date or Principal Payment Date (the "Regular Record Date") upon which such interest is due; provided, that if there is a default in the payment of interest due hereon, such defaulted interest shall be payable to the person in whose name this Bond is registered as of the close of business on a subsequent date fixed by the Trustee (the "Special Record Date") that is at least 10 days before the date set for the payment of such defaulted interest.

Principal and interest on this Bond shall be paid on each Principal Payment Date and Interest Payment Date, respectively, by wire transfer, if requested, or bank check, mailed by certified mail (return receipt requested) to the person who is the registered owner of such Bond and at the address appearing on the Bond Register maintained by the Trustee at the close of business on the Regular Record Date; or upon the written request of any Holder of at least $1,000,000 in aggregate principal amount of the Bonds, submitted to the Trustee at least five (5) Business Days prior to the Regular Record Date, by wire transfer of funds to such wire transfer address within the United States as such registered owner shall have furnished to the Trustee; provided, however, that, if and to the extent the Issuer shall default in the payment or provision for payment of principal or interest on any Bond on any Principal Payment Date or Interest Payment Date, such principal or interest, as applicable, in default shall cease to be payable to the person who was the holder of such Bond as of the Regular Record Date. Whenever moneys become available for the payment of such defaulted principal or interest, the Trustee shall establish a Special Record Date for the payment of such defaulted principal or interest, which shall be not less than 10 days prior to the date of the proposed payment, and the Trustee shall give notice of the proposed payment and of such Special Record Date by Electronic Means, or by any other means reasonably requested by the Holder, not less than 10 days prior to such Special Record Date. Such notice having been so transmitted or delivered, the defaulted principal and interest shall be payable to the persons who are the holders of the Bond at the close of business on such Special Record Date. Interest will not accrue on delinquent interest.

The principal and Redemption Price of and interest on the Bonds shall be payable in lawful money of the United States of America, by bank check or wire transfer, if requested. If any payment of the principal or redemption price of or interest on this Bond shall be due on a day other than a Business Day (as defined in the Indenture), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. As provided in the Act (as hereinafter defined) and the Indenture, this Bond is a special, limited obligation of the Issuer payable solely from and secured solely by a pledge by the Issuer to pay principal and interest on the Bond from Municipal Sales Tax Revenues deposited in the Tax Fund and the amounts in the 2021 Debt Service Fund, and the 2021 Reserve Fund created or maintained under the Indenture and do not constitute general obligation debt of the Issuer or a pledge of the Issuer's full faith and credit or taxing power, except for the Municipal Sales Tax Revenues deposited in the Tax Fund.

1. Indenture. This Bond is one of a duly authorized series of bonds of the Issuer designated "Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project), Series 2021 [A][B]" (the "Bonds"), issued in the aggregate principal amount of __________________________ ($________), issued by the Issuer under and pursuant to (i) Chapter 8, Article 16, Chapter 13, Article 2E, and Chapter 8, Article 12 of the Code of West Virginia, 1931, as amended (collectively, the "Act"), (ii) certain proceedings of the Issuer, including a Bond Authorizing Ordinance enacted by the Issuer on May 3, 2021 and made effective on May 17, 2021 (the "Ordinance"), and (iii) the Indenture. The terms of the Bonds include those stated in the Indenture, and the Bonds are subject to all such terms. Reference is made hereby to the Indenture for a description of the funds and accounts, revenues and property pledged thereunder, the nature and extent of the security created or to be created, and the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Trustee and the owners of the Bonds. By the acceptance of this Bond, the owner hereof assents to all of the provisions of the Indenture. Certified copies of the Indenture are on file at the office of the Trustee in Charleston, West Virginia, and the office of the Issuer in Charleston, West Virginia.

2. Municipal Sales Tax Revenues. In the Indenture, the Issuer has pledged to pay the principal of, and interest on, the Bonds solely from the Municipal Sales Tax Revenues deposited in the Tax Fund, *pari passu*, and the funds and accounts that constitute the Trust Estate under the Indenture (including the 2021 Reserve Fund) which are pledged to payment of the Bonds.

THE BONDS ARE ISSUED ON A PARITY WITH RESPECT TO LIEN ON, SOURCE OF AND SECURITY FOR PAYMENT FROM THE MUNICIPAL SALES TAX REVENUES AND THE FUNDS ON DEPOSIT FROM TIME TO TIME IN THE TAX FUND, THE ISSUER'S OUTSTANDING 2015 BONDS (AS HEREINAFTER DEFINED), THE 2021 [A][B] BONDS AND ANY ADDITIONAL BONDS ISSUED PURSUANT TO SECTION 2.11 OF THE ORIGINAL INDENTURE.

3. The Bonds. The Bonds are issued in the Authorized Denominations of $1,000,000 and any increment of $1,000 in excess thereof in consecutively numbered bonds beginning with the number [A][B]R-1. The Bonds are being issued concurrently with the Issuer's $_____________ Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project) Series 2021 [A][B] for the purposes of (i) refunding a portion of the City of Charleston's Sales Tax Revenue Bonds (Civic Center Project) Series 2015 in the original aggregate principal amount of $97,250,000 (the "2015 Bonds") for debt service savings, (ii) funding a reserve fund for the Bonds, and (iii) paying costs of issuance of the Bonds.

4. Optional Redemption Prior to Maturity.

(A) [*2021 A* – The Bonds are subject to optional redemption prior to maturity, at the option of the Issuer, in whole at any time (i) on and after August 15, 2023 at the Redemption Price of 103% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption; (ii) on and after August 15, 2025 at the Redemption Price of 102% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption; (iii) on and after August 15, 2026 at the Redemption Price of 101% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption; and (iv) on and after August 15, 2027 at the Redemption Price of 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption.] OR [*2021 B*- The Bonds maturing on August 15, 2030 are not subject to optional redemption prior to maturity, at the option of the Issuer, in whole or in part. OR The Bonds maturing on August 15, 2035 are subject to optional redemption prior to maturity, at the option of the Issuer, in whole or in part, at any time on and after August 15, 2031 at the Redemption Price of 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption.]

(B) The Issuer shall notify the Trustee in writing of the Issuer's exercise of its right of optional redemption, the principal amount (if less than all) of the Bonds to be redeemed, and the dated fixed for such redemption at least 35 days' prior to the date fixed for such redemption. Notice of redemption shall be given by the Trustee by Electronic Means or by any other means reasonably requested by the respective Holders, not less than 15 nor more than 35 days prior to the date fixed for redemption, to the respective Holders of any Bonds designated for redemption at their addresses appearing on the bond register of the Trustee. Failure by the Trustee to transmit or otherwise deliver notice of redemption pursuant to Section 4.02 of the Second Supplemental Indenture to any one or more of the Holders of any Bonds designated for redemption shall not affect the sufficiency of the proceedings for redemption with respect to the Holder or Holders to whom such notice was transmitted or delivered.

(C) On the date designated for redemption, notice having been given as provided in the Second Supplemental Indenture, the Bonds so to be redeemed shall become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall default in the payment of the Redemption Price or unless a condition described in a conditional redemption notice was not met) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by the Trustee at the Redemption Price. Interest with a due date on or prior to the redemption date shall be payable to the Registered Owners on the relevant Record Dates according to the terms of such Bonds and the provisions of Section 2.03 of the Second Supplemental Indenture.

5. Defeasance. The Indenture prescribes the manner in which it may be discharged and provides that Bonds shall be deemed to be paid if moneys or certain Defeasance Obligations, the principal of and premium, if any, and interest on which, when due, will be sufficient to pay the principal or Redemption Price of and interest on such Bonds to the date of maturity or redemption thereof, shall have been deposited with the Trustee.

6. Persons Deemed Owners; Restrictions upon Actions by Individual Holders. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon made by anyone other than the Issuer or the Trustee) for the purpose of receiving payment of or on account of the principal or Redemption Price of this Bond, and for all other purposes except as otherwise provided herein with respect to the payment of principal and interest on this Bond, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. All such payments so made to any such registered owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy

and discharge the liability for moneys payable under this Bond.

The registered owner of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

7. Transfer and Exchange; Restrictions. This Bond, or any interest or participation herein, may only be offered, sold, transferred or exchanged in accordance with the conditions and provisions in Section 2.06 of the Indenture for one or more new Bonds of the same Series and Maturity Date, of any Authorized Denomination, of a like aggregate principal amount if the Bonds of the same Maturity Date are transferred in whole and in the principal amount of a Bond of the same Maturity Date in an Authorized Denomination as the transferor shall direct in writing to the Trustee, and the transfer of this Bond may be registered, upon presentation and surrender of this Bond at the designated office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner hereof or such owner's attorney or legal representative. The Issuer and the Trustee may require the person requesting any such exchange or transfer to reimburse them for any tax or other governmental charge payable in connection therewith and for their reasonable expenses.

No Bond or beneficial ownership therein may be offered, sold or transferred except to a (a) Qualified Institutional Buyer, (b) an Accredited Institutional Investor, or (c) an affiliate of a Bondholder and, in any case, in an amount which is not less than an Authorized Denomination and unless the Trustee has received an investor letter from the new holder in substantially in the form attached to the Second Supplemental Indenture as Exhibit B.

8. Modifications. Modifications or alterations of the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

9. Negotiability. As declared by the Act, this Bond shall be and be deemed to be for all purposes a negotiable instrument subject only to the provisions for registration and registration of transfer stated herein.

10. Governing Law. This Bond shall be governed by and construed in accordance with the laws of the State of West Virginia.

11. Notices. Except as otherwise provided in the Indenture and this Bond, when the Trustee is required to give notice to the owner of this Bond, such notice shall be mailed by certified mail, return receipt requested, to the registered owner of this Bond at such owner's address as it appears on the registration books maintained by the Trustee. Any notice mailed as provided herein will be conclusively presumed to have been given, whether or not actually received by the addressee.

12. Due Procedure. All acts, conditions and things required by the Constitution and laws of the State of West Virginia and the rules and regulations of the Issuer to happen, exist and be performed precedent to and in the issuance of this Bond and the execution and delivery of the

Indenture have happened, exist and have been performed as so required.

13. No Personal Liability. No recourse shall be had for the payment of the principal or Redemption Price of and interest on this Bond or for any claims based thereon or on the Indenture against any member or other officer of the Issuer or any person executing this Bond, all such liability, if any, being expressly waived and released by the registered owner of this Bond by the acceptance of this Bond.

14. Authentication of Bond. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the certificate of authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, WEST VIRGINIA, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its City Clerk.

THE CITY OF CHARLESTON

[SEAL]

By: ______________________________

Its: Mayor

ATTEST:

By: ______________________

Its: City Clerk

Certificate of Authentication and Registration

This Bond is one of the Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project), Series 2021 [A][B] designated herein and issued under the provisions of the within-mentioned Indenture.

Date of Authentication and Registration: [June __, 2021].

UNITED BANK (formerly known as United Bank, Inc.),
as Trustee

By: ________________________
Its: Authorized Officer

EXHIBIT A

DEBT SERVICE SCHEDULE

(Attached Hereto)

FIRST SUPPLEMENTAL INDENTURE
Dated as of ______________ __, 2021

between

THE CITY OF CHARLESTON

and

UNITED BANK,
as Trustee

Supplemental to:

Bond Indenture
Dated as of August 17, 2015

4849-7438-1537v4

FIRST SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE is dated as of ____________ __, 2021 (this "Supplemental Indenture"), between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia (the "Issuer" or the "City"), and UNITED BANK, a Virginia banking corporation with trust offices in Charleston, West Virginia, formerly known as United Bank, Inc. (the "Trustee").

RECITALS

A. This Supplemental Indenture supplements and amends the Bond Indenture dated as of August 17, 2015 (the "Original Indenture"), between the Issuer and the Trustee. The Original Indenture, as supplemented and amended by this Supplemental Indenture, is hereinafter referred to as the "Indenture." Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Original Indenture.

B. The Issuer issued its Sales Tax Revenue Bonds (Civic Center Project), Series 2015 (the "2015 Bonds") in the original aggregate principal amount of $97,250,000 pursuant to the Original Indenture.

C. The 2015 Bonds are outstanding and held as follows: (i) Bond R-1 is held by Huntington Public Capital Corporation; (ii) Bond R-3 and Bond R-6 are held by Capital One Public Funding, LLC; (iii) Bond R-5 is held by Pinnacle Public Finance, Inc.; and (iv) Bond R-7 is held by Western Alliance Business Trust (each, a "Holder" and collectively, the "Holders").

D. The Issuer has requested, and the Holders have each consented, to the amendment of certain provisions of the Original Indenture in accordance with Section 8.02 thereof.

NOW, THEREFORE, the Issuer covenants and agrees with the Trustee as follows:

ARTICLE I

AMENDMENTS

Section 101. Section 4.01(A) of the Original Indenture is hereby amended and restated in its entirety to read as follows:

(A) The 2015 Bonds maturing on August 15, 2030 are subject to redemption prior to maturity, at the option of the Issuer, in whole or in part at any time at the Redemption Price of 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption.

Section 102. Section 4.01(B) of the Original Indenture is hereby amended and restated in its entirety to read as follows:

(B) With respect to the 2015 Bonds maturing on August 15, 2035,

(i) Bond R-3 of the 2015 Bonds is subject to redemption prior to maturity, at the option of the Issuer, in whole at any time at the Redemption Price of 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption; and

(ii) Bond R-5 and Bond R-7, and any 2015 Bonds issued in connection with the transfer or exchange or destruction, loss or theft of such Bond R-5 or Bond R-7, are subject to redemption prior to maturity, at the option of the Issuer, in whole on any Interest Payment Date or Principal Payment Date (a) on and after August 15, 2023 through and including May 15, 2027 at the Redemption Price of 102% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption; and (b) on and after August 15, 2027 at the Redemption Price of 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption.

ARTICLE II

MISCELLANEOUS

Section 201. The Indenture, as supplemented and amended by this Supplemental Indenture and as otherwise amended and supplemented, is in all respects ratified and confirmed and the Indenture as so amended and supplemented shall be read, taken and construed as one in the same instrument. Except as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Indenture, as amended and supplemented by this Supplemental Indenture and as otherwise amended and supplemented, shall be deemed to be incorporated in, and made a part of, this Supplemental Indenture. All references to "this Indenture" in the Original Indenture shall be to the Original Indenture as amended and supplemented by this Supplemental Indenture.

Section 202. If any provision in the Original Indenture or this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 203. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; and all of which shall together constitute but one and the same instrument.

Section 204. This Supplemental Indenture shall be deemed to be a contract made under the laws of the State of West Virginia, and for all purposes shall be construed in accordance with the laws of said State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed by the persons thereunto duly authorized, as of the day and year first above written.

THE CITY OF CHARLESTON

[SEAL]

By:____
Its Mayor

Attest:

By:____________________________
Its City Clerk

UNITED BANK,
as Trustee

By:________________________________
Its Authorized Officer

SECOND SUPPLEMENTAL INDENTURE

Dated as of June __, 2021

between

THE CITY OF CHARLESTON

and

UNITED BANK,
as Trustee

$__________
THE CITY OF CHARLESTON
SALES TAX REFUNDING REVENUE BONDS
(COLISEUM AND CONVENTION CENTER PROJECT)
SERIES 2021

0144121.0740892 4814-9121-2005v7

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SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE dated as of ____________ __, 2021 (this "Second Supplemental Indenture"), between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia (the "Issuer" or the "City"), and UNITED BANK, a Virginia banking corporation with trust offices in Charleston, West Virginia, formerly known as United Bank, Inc., duly established and authorized to accept and execute the trusts and covenants of the character herein set forth, as trustee (the "Trustee"), supplements the Bond Indenture dated as of August 17, 2015, between the Issuer and the Trustee (the "Original Indenture"), as supplemented and amended by the First Supplemental Indenture dated as of the date hereof, between the Issuer and the Trustee (the "First Supplemental Indenture" and collectively with the Original Indenture and this Second Supplemental Indenture, the "Indenture"). Except as amended and supplemented by this Second Supplemental Indenture and as amended by the First Supplemental Indenture, the Original Indenture remains in full force and effect.

W I T N E S S E T H:

WHEREAS, pursuant to Section 5a of Chapter 8, Article 1 of the Code of West Virginia, 1931, as amended (the "Home Rule Act"), the Issuer has been granted "Home Rule Status" by the Municipal Home Rule Board;

WHEREAS, the City Council of the Issuer (the "City Council") did, pursuant to the Home Rule Act and Section 2 of Chapter 8, Article 12 of the Code of West Virginia, 1931, as amended (the "Code of West Virginia"), and following all necessary actions, publications, public hearings and approvals, on May 20, 2013, enact an ordinance (the "Initial Sales Tax Ordinance") levying and imposing an excise tax within the corporate boundaries of the Issuer on (i) the privilege of selling tangible personal property or custom software and furnishing certain selected services and (ii) the use of tangible personal property, custom software and the results of taxable services at a rate of one-half of one percent (0.5%) (the "Municipal Sales Tax");

WHEREAS, pursuant to the Home Rule Act and Section 2 of Chapter 8, Article 12 of the Code of West Virginia, and following all necessary actions, publications, public hearings and approvals, on November 3, 2014, the City Council enacted an ordinance (the "2014 Amendatory Sales Tax Ordinance") increasing the Municipal Sales Tax from one-half of one percent (0.5%) to one percent (1.0%) effective July 1, 2015;

WHEREAS, pursuant to the Home Rule Act and Section 2 of Chapter 8, Article 12 of the Code of West Virginia, and following all necessary actions, publications, public hearings and approvals, on January 4, 2021, the City Council enacted an ordinance amending and reenacting provisions pertaining to the deposit, allocation and pledge of the Municipal Sales Tax revenues (the "2021 Amendatory Sales Tax Ordinance" and collectively with the Initial Sales Tax Ordinance and the 2014 Amendatory Sales Tax Ordinance, the "Sales Tax Ordinance");

WHEREAS, the Sales Tax Ordinance created a special revenue fund in the City Treasury (defined herein) designated and known as the City Sales and Use Tax Fund (the "Tax Fund") and a special revenue fund in the City Treasury designated and known as the Uniform Pensions Reserve Fund (the "Pension Fund");

WHEREAS, the Municipal Sales Tax Revenues (as hereinafter defined) collected by the Tax Commissioner of the State of West Virginia (the "Tax Commissioner") are remitted by the treasurer of the State of West Virginia (the "State") to the City treasurer quarterly on or about each January 1, April 1, July 1 and October 1 and deposited into the Tax Fund;

WHEREAS, the Sales Tax Ordinance requires that the Municipal Sales Tax Revenues each quarter be utilized: (i) first, to satisfy the debt service requirements and any prior debt service requirements deficit each fiscal year on, and to replenish any required reserves in accordance with the bond documents for, any bonds issued by, or other obligations incurred by, the City, from time to time, including any refunding bonds, to finance improvements to the Charleston Coliseum and Convention Center, formerly known as the Charleston Convention and Civic Center (the "CCCC"), and for any other economic development or public safety projects, including the funding of any reserve funds relating to any such bonds or other obligations, and/or to make lease payments which secure bonds issued to finance improvements to the CCCC or other economic development projects; and (ii) second, after providing for payment of first priority items, one-half of the Municipal Sales Tax Revenues, or any lesser amount remaining after providing for payment of first priority items, shall be deposited in the Pension Fund; and (iii) third, after providing for payment of first and second priority items, in the event there were insufficient Municipal Sales Tax Revenues available in any prior quarter to transfer to the Pension Fund, such amounts shall be deposited in the Pension Fund from the moneys available in the Tax Fund; and (iv) fourth, after providing for payment of first, second and third priority items, any unencumbered moneys in the Tax Fund may periodically be transferred as necessary or convenient to the Pension Fund;

WHEREAS, under Chapter 8, Article 16 of the Code of West Virginia (the "Bond Act"), the Issuer has plenary power and authority to issue revenue bonds secured by all or a portion of the Municipal Sales Tax Revenues to pay the costs of public works projects;

WHEREAS, pursuant to the Bond Act, the Issuer entered into the Original Indenture under which the Issuer issued its Sales Tax Revenue Bonds (Civic Center Project) Series 2015 in the original aggregate principal amount of $97,250,000 (the "2015 Bonds") to (i) finance the costs of design, acquisition, construction, renovation and equipping of additions, betterments and improvements to the CCCC and related improvements, (ii) pay the costs of issuance of such obligations, and (iii) pay other costs associated with such obligations;

WHEREAS, pursuant to the Bond Act, Chapter 8, Article 12 of the Code of West Virginia and Chapter 13, Article 2E of the Code of West Virginia (collectively, the "Act"), the Issuer has the plenary power and authority to issue sales tax refunding revenue bonds to achieve debt service savings for the City;

WHEREAS, the Issuer hereby determines that it would be to the benefit of the City and the inhabitants of the City to issue its $_________ Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project) Series 2021 A (the "2021 A Bonds") and its $_________ Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project) Series 2021 B (the "2021 B Bonds" and together with the 2021 A Bonds, the "2021 Bonds") for the purposes of (i) refunding a portion of the 2015 Bonds, specifically all of the 2015 Bonds held by Huntington Public Capital Corporation and the 2015 Bonds held by Capital One Public Funding, LLC ("COPF"), excluding the mandatory redemption payments due to COPF on August 15, 2021, in the aggregate outstanding principal amount of $_________ for debt service savings (the "Bonds to be Refunded"), (ii) funding a reserve fund for the 2021 Bonds, and (iii) paying costs of issuance of the 2021 Bonds;

WHEREAS, the Issuer shall not sell the 2021 Bonds without having obtained from an independent certified public accountant a certification verifying the amount of savings to be achieved by the refunding shall in fact be served, based upon such independent certified public accountant's review, comparison and analysis of the net interest cost in dollars of the 2021 Bonds and the net interest cost in dollars of the Bonds to be Refunded;

WHEREAS, the 2021 Bonds shall be payable solely from and secured solely by a pledge of the Municipal Sales Tax Revenues deposited in the Tax Fund and any funds pledged under this Second Supplemental Indenture for the payment of the 2021 Bonds;

WHEREAS, the 2021 Bonds will be issued as Additional Bonds (as defined in the Original Indenture) pursuant to Section 2.11 of the Original Indenture and will therefor share a first priority and parity lien on the Municipal Sales Tax Revenues deposited in the Tax Fund with the Outstanding (as defined in the Original Indenture) 2015 Bonds (the "2015 Bonds Remaining Outstanding") and any Additional Bonds that may be issued by the Issuer in accordance with the requirements of the Original Indenture, and this Second Supplemental Indenture is being executed and delivered as a supplement to the Original Indenture in order to provide for the issuance of the 2021 Bonds as Additional Bonds pursuant to Section 8.01(G) of the Original Indenture;

WHEREAS, the 2021 Bonds shall not be payable from or secured by the Municipal Sales Tax Revenues deposited in the Pension Fund in accordance with the Sales Tax Ordinance;

WHEREAS, the City desires, and hereby pledges, to transfer from the Tax Fund to the 2021 Debt Service Fund (defined herein), by the first day of the month immediately following the month in which the State treasurer transfers the Municipal Sales Tax Revenues to the City Treasury, an amount equal to the total amount of the principal of, and interest on, the 2021 Bonds due on the next ensuing Interest Payment Date (defined herein) and Principal Payment Date (defined herein), along with an amount necessary to replace any deficiency in the 2021 Debt Service Fund as a result of insufficient transfers to the 2021 Debt Service Fund from the Tax Fund, for either the current, or any preceding, fiscal year;

WHEREAS, the Issuer has heretofore enacted on May 3, 2021 and made effective on May 17, 2021, a Bond Authorizing Ordinance (the "Bond Ordinance") authorizing the issuance of its 2021 Bonds, in one or more series, in an aggregate principal amount not to exceed $50,000,000 and providing that the 2021 Bonds shall be dated such date or dates, shall mature on such dates and in such principal amounts, shall be issued in such denominations, shall have such provisions for redemption and shall have such other provisions as are set forth in this Second Supplemental Indenture and the Certificate of Determination dated ___________ __, 2021; and

WHEREAS, as further provided in the Act, the 2021 Bonds are special obligations of the Issuer and shall not constitute a general obligation debt of the Issuer or a pledge of the Issuer's full faith and credit or taxing power (except for the Municipal Sales Tax Revenues deposited in the Tax Fund).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged by both parties hereto, the Issuer and the Trustee agree as follows:

GRANTING CLAUSES

The Issuer, in consideration of the premises, of the acceptance by the Trustee of the trusts hereby created, of the purchase and acceptance of the 2021 Bonds by the owners thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal or Redemption Price (as defined in the Original Indenture) of and interest on the 2021 Bonds, on parity with the 2015 Bonds Remaining Outstanding and any Additional Bonds hereafter issued, according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds (as defined in the Original Indenture), specifically including but not limited to the 2021 Bonds, does hereby confirm its grant, bargain, sale, conveyance, assignment and pledge, and its grant of a security interest in the following to the Trustee and its successors in trust and assigns forever, subject only to the provisions of the Indenture permitting the application thereof on the terms and conditions set forth in the Indenture;

GRANTING CLAUSE FIRST

All of the right, title and interest of the Issuer in and to (i) the Municipal Sales Tax Revenues deposited in the Tax Fund; (ii) the Tax Fund and all funds on deposit therein from time to time; and (iii) all moneys and securities from time to time held by the Trustee in any fund or account under the terms of the Indenture (except moneys and securities in the Reserve Fund (as defined in the Original Indenture), the 2021 Costs of Issuance Fund and the 2021 Rebate Fund (as such terms are defined herein)); *provided, however,* that moneys and securities held from time to time in the Reserve Fund shall secure solely the payment of the principal or Redemption Price of, and interest on, the 2015 Bonds Remaining Outstanding and the 2021 Reserve Fund shall secure solely the payment of the principal or Redemption Price of, and interest on, the 2021 Bonds;

GRANTING CLAUSE SECOND

All of the right, title and interest of the Issuer in and to any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone on its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (all of the property conveyed by the foregoing granting clauses being herein referred to as the "Trust Estate"); and

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever upon the terms and trusts herein set forth for the equal and ratable benefit, protection and security of the Bondholders of the 2015 Bonds Remaining Outstanding and the 2021 Bonds and, to the extent provided in the Indenture and in any Supplemental Indenture (as defined in the Original Indenture) authorizing the issuance of Additional Bonds, the Bondholders of such Additional Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Bond over any other Bond;

PROVIDED, HOWEVER, that if the Issuer shall well and truly pay, or cause to be paid, the principal or Redemption Price of and interest on the 2021 Bonds according to the true intent and meaning thereof, or shall provide for the payment thereof as permitted by the Indenture, and shall perform and observe all the covenants and conditions of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then, upon compliance with the Indenture as it relates to the 2021 Bonds, then the rights granted under the Indenture shall be discharged and satisfied; otherwise the Indenture shall be and remain in full force and effect with respect to the 2021 Bonds.

All 2021 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all such property, rights and interest, including (without limitation) the amounts hereby assigned and pledged, are to be dealt with and disposed of under, upon and subject to the terms and conditions expressed in the Indenture, and the Issuer has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the 2021 Bonds as follows.

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions.

Terms used in this Second Supplemental Indenture shall have the meanings set forth below or if not set forth below the meanings set forth in Section 1.01 of the Original Indenture, unless a different meaning clearly appears from the context.

"Account Control Agreement" means (a) initially, that certain Deposit Account Control Agreement dated as of August 17, 2015, among the City, the Trustee and the City's depository bank for the Tax Fund as therein identified, as supplemented and amended from time to time in accordance with its terms; and (b) any other account control agreement entered into pursuant to Section 5.07 of the Original Indenture.

"Act" has the meaning set forth in the recitals hereto.

"Authorized Denomination" or **"Authorized Denominations"** means, with respect to the 2021 Bonds, $1,000,000 and any increment of $1,000 in excess thereof.

"Bond Act" has the meaning set forth in the recitals hereto.

"Bond Counsel" means legal counsel of recognized national standing in the field of obligations the interest on which is excluded from gross income for federal income tax purposes, selected by the Issuer and shall initially mean Frost Brown Todd LLC.

"Bond Ordinance" has the meaning set forth in the recitals hereto.

"Bond Register" means the books for the registration and transfer of the 2021 Bonds maintained by the Trustee under Section 2.06.

"Bond Year" means the 12-month periods during the term of the 2021 Bonds beginning on the sixteenth day of August of each calendar year and ending on the fifteenth day of August the succeeding calendar year. The first Bond Year begins on the Date of Issue of the 2021 Bonds and ends on August 15, 2021.

"Bond to be Refunded" has the meaning set forth in the recitals hereto.

"CCCC" has the meaning set forth in the recitals hereof.

"Closing Date" means the date on which the 2021 Bonds are exchanged for the acquisition price thereof from the Lenders, being June __, 2021.

"Code" means the Internal Revenue Code of 1986, as in effect on the date of issuance of the 2021 Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published under such Code.

"Code of West Virginia" has the meaning set forth in the recitals hereof.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Issuer and related to the authorization, issuance, sale and delivery of the 2021 Bonds, including but not limited to costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Trustee and its counsel, legal fees (including fees of Lenders' counsel to the extent agreed upon by the Issuer, Placement Agent's counsel and Bond Counsel), fees of the Placement Agent, and charges, fees and disbursements of consultants and professionals, fees and charges for preparation, execution and safekeeping of the 2021 Bonds and any other cost, charge or fee in connection with the original issuance of the 2021 Bonds.

"Costs of Issuance Requisition" means the Issuer's written requisition for a disbursement from the 2021 Costs of Issuance Fund substantially in the form attached hereto as **Exhibit C** and delivered to the Trustee in accordance with Section 3.03.

"Date of Issue" means the date of issuance and delivery of the 2021 Bonds to the Lenders, being June __, 2021.

"Escrow Agent" means United Bank, as escrow agent under the Escrow Deposit Agreement.

"Escrow Deposit and Prepayment Agreement" means the Escrow Deposit and Prepayment Agreement dated as of June __, 2021, between the Issuer and the Escrow Agent, relating to the payment of principal of, interest on and the redemption price of the Bonds to be Refunded.

"Escrow Fund" means the escrow deposit fund created in the Escrow Deposit Agreement.

"First Supplemental Indenture" has the meaning set forth in the first paragraph hereof.

"Indenture" means the Original Indenture, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture, including this Second Supplemental Indenture.

"Interest Payment Date" means with respect to the 2021 Bonds, November 15, February 15, May 15 and August 15 of each year, commencing August 15, 2021.

"Issuer" or **"City"** means The City of Charleston, a municipal corporation and political subdivision of the State of West Virginia.

"Lenders" means, with respect to the 2021 A Bonds, Huntington Public Capital Corporation, and with respect to the 2021 B Bonds, Capital One Public Funding, LLC, together with their respective successors and assigns.

"Maturity Date" means the maturity dates applicable to the 2021 Bonds set forth in Section 2.02 hereof.

"Municipal Sales Tax" has the meaning set forth in the recitals hereof.

"Municipal Sales Tax Revenues" means all Municipal Sales Tax as approved by the Sales Tax Ordinance, collected by the Tax Commissioner, less any fee or charge permitted by law to be collected by the Tax Commissioner, and remitted to the City treasurer quarterly on or about each January 1, April 1, July 1 and October 1, which shall, pursuant to the Sales Tax Ordinance, be deposited in the Tax Fund.

"Original Indenture" has the meaning set forth in the first paragraph hereof.

"Pension Fund" has the meaning set forth in the recitals hereto.

"Placement Agent" means, with respect to the 2021 Bonds, Piper Sandler & Co.

"Principal Payment Date" means with respect to the 2021 Bonds, November 15, February 15, May 15 and August 15 of each year, commencing August 15, 2021.

"Reserve Requirement" means, with respect to the 2021 Bonds, the least of (a) 10% of the principal amount of the 2021 Bonds secured thereby, (b) 125% of the average annual debt service on the 2021 Bonds secured thereby or (c) 50% of the maximum amount of principal and interest which shall be payable during the current or any succeeding Bond Year on the 2021 Bonds then outstanding.

"Sales Tax Ordinance" has the meaning set forth in the recitals hereof.

"Second Supplemental Indenture" has the meaning set forth in the first paragraph hereof.

"State" has the meaning set forth in the recitals hereto.

"Tax Certificate" means the Tax Compliance Certificate dated as of June __, 2021, executed and delivered by the Issuer in connection with the closing of the 2021 Bonds.

"Tax Fund" has the meaning set forth in the recitals hereto.

"Taxable Rate" means (a) ___% per annum with respect to the 2021 Bonds that mature on August 15, 2030; and (b) ___% per annum with respect to the 2021 B Bonds that mature on August 15, 2035.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Second Supplemental Indenture.

"Trustee" means United Bank and its successors, and any other corporation that may at any time be substituted in its place as provided in Section 7.10 of the Original Indenture.

"2021 Bonds" means the 2021 A Bonds and the 2021 B Bonds.

"2021 A Bonds" means The City of Charleston Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project), Series 2021 A issued on June __, 2021 in the aggregate principal amount of $__________.

"2021 B Bonds" means The City of Charleston Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project), Series 2021 B issued on June __, 2021 in the aggregate principal amount of $__________ , initially evidenced by Bond BR-1 in the aggregate principal amount of $__________, maturing on August 15, 2030, and Bond BR-2 in the aggregate principal amount of $__________, maturing on August 15, 2035.

"2021 Costs of Issuance Fund" means the fund by that name created by Section 3.01 hereof.

"2021 Debt Service Fund" means the fund by that name created by Section 3.01 hereof.

"2021 Rebate Fund" means the fund by that name created pursuant to Section 3.01 hereof.

"2021 Redemption Account" means the account by that name created within the 2021 Debt Service Fund pursuant to Section 3.01 hereof.

"2021 Reserve Fund" means the fund by that name created pursuant to Section 3.01 hereof.

Section 1.02. Content of Certificates and Opinions.

Every certificate or opinion provided for in this Second Supplemental Indenture with respect to compliance with any provision hereof shall include (1) a statement that the Person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the certificate or opinion is based; (3) a statement that, in the opinion of such Person, such Person has made or caused to be made such examination or investigation as is necessary to enable such Person to express an informed opinion with respect to the subject matter referred to in the instrument to which such Person's signature is affixed; (4) a statement of the assumptions upon which such certificate or opinion is based, and that such assumptions are reasonable; and (5) a statement as to whether, in the opinion of such Person, such provision has been complied with.

Any such certificate or opinion made or given by an officer of the Issuer may be based, insofar as it relates to legal, accounting or operational matters, upon a certificate or opinion of or representation by counsel, an accountant or a management consultant, unless such officer knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel, an accountant or a management consultant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Issuer) upon a certificate or opinion of or representation by an officer of the Issuer, unless such counsel, accountant or management consultant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such Person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same officer of the Issuer, or the same counsel or accountant or management consultant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Second Supplemental Indenture, but different officers, counsel, accountants or management consultants may certify to different matters, respectively.

Section 1.03. Interpretation.

(A) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(B) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(C) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Second Supplemental Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Second Supplemental Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II
AUTHORIZATION AND DETAILS OF THE 2021 BONDS

Section 2.01. Authorization of 2021 Bonds.

There is hereby authorized under the Indenture the issuance of (i) a series of bonds in the aggregate principal amount of $_________ which shall be designated "The City of Charleston Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project), Series 2021 A" and (ii) a series of bonds in the aggregate principal amount of $_________ which shall be designated "The City of Charleston Sales Tax Refunding Revenue Bonds (Coliseum and Convention Center Project), Series 2021 B" for the purposes of (i) refunding the Bonds to be Refunded, (ii) funding the 2021 Reserve Fund for the 2021 Bonds, and (iii) paying Costs of Issuance of the 2021 Bonds.

The Indenture constitutes a continuing agreement with the Holders from time to time of the 2021 Bonds to secure the full payment of the principal or Redemption Price of, and interest on, all the 2021 Bonds, and the payment of all other amounts due under this Second Supplemental Indenture, subject to the covenants, provisions and conditions herein contained. The 2021 Bonds are hereby issued as Additional Bonds pursuant to the Original Indenture and constitute "Bonds" under the Original Indenture and the Account Control Agreement.

Section 2.02. Denominations; Date; Maturity; Numbering.

The 2021 Bonds shall be issued in Authorized Denominations, and the 2021 Bonds shall be sold by the Issuer to, and acquired by, the Lenders severally and not jointly, in the respective initial aggregate principal amounts as herein set forth. The 2021 Bonds shall be dated the date of initial delivery thereof to the Lenders. The 2021 Bonds shall mature on the dates, bear interest at the rates and be numbered as indicated below:

Lenders	Number	Maturity Date (August 15)	Principal Amount	Interest Rate
Huntington Public Capital Corporation	AR-1	2030	$__________	____%
Capital One Public Funding, LLC	BR-1	2030	$__________	____%
Capital One Public Funding, LLC	BR-2	2035	$__________	____%

Interest on the 2021 Bonds shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. The principal of the 2021 Bonds shall be payable as provided in Section 2.03 hereof and be subject to redemption prior to maturity as provided in Section 4.01 hereof. The interest rate on the 2021 Bonds is subject to adjustment under Section 5.03 hereof to the applicable Taxable Rate upon the occurrence of an Event of Taxability as therein provided.

Section 2.03. Payment of Principal of and Interest on the 2021 Bonds.

The principal and Redemption Price of and interest on the 2021 Bonds shall be payable in lawful money of the United States of America, by wire transfer or other form of payment in accordance with written instructions provided by the applicable Registered Owner thereof or with such Registered Owner's written consent. Payment of the principal and Redemption Price of, and interest on, any 2021 Bond shall be made on each Principal Payment Date and each Interest Payment Date, as the case may be, to each Bondholder at the close of business on the Regular Record Date for such Principal Payment Date and Interest Payment Date; *provided, however,* that payment of the principal and Redemption Price of, and interest on, any 2021 Bond on its Maturity Date shall be payable at the principal corporate trust office of the Trustee in Charleston, West Virginia, or at the principal corporate trust office of its successor, upon presentation and surrender of such 2021 Bond. Notwithstanding anything in this Second Supplemental Indenture or in the 2021 Bonds to the contrary, prior to the Maturity Date or the earlier payment in full of the 2021 Bonds, payments of principal of and interest on the 2021 Bonds will be payable without presentation and surrender thereof.

The principal amount of the 2021 Bonds shall be payable by the Issuer solely from the Municipal Sales Tax Revenues deposited into the Tax Fund and other funds and accounts that constitute the Trust Estate under this Second Supplemental Indenture, payable on each Principal Payment Date, in the amounts indicated in the Debt Service Schedules attached hereto as **Exhibit D**, with all principal of the 2021 Bonds not theretofore repaid pursuant to scheduled payments of principal on such Principal Payment Dates or pursuant to optional redemption of the 2021 Bonds as indicated pursuant to Section 4.01 hereof or otherwise, together with all interest which has accrued thereon and not theretofore been repaid, being due and payable on the Maturity Dates identified in Section 2.02 hereof.

Any such interest not so timely paid or duly provided for because funds are not available to pay any portion thereof shall cease to be payable to the Bondholder thereof at the close of business on the Regular Record Date and shall be payable to the Bondholder thereof at the close of business on a subsequent date fixed by the Trustee (the "Special Record Date") for the payment of any such defaulted interest. In the event funds for the payment of interest are not available as of the close of business on the Regular Record Date, the Trustee shall notify the Bondholders of such fact by the close of business on such Record Date or as soon as practicable thereafter. Such Special Record Date shall be fixed by the Trustee whenever monies become available for payment of the defaulted interest, and notice of such Special Record Date shall be given to the Holders of the 2021 Bonds not fewer than 10 days prior thereto by Electronic Means, or by any other means reasonably requested by each Bondholder, to each such Bondholder as shown on the Trustee's registration books on the date selected by the Trustee, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. Interest will not accrue on delinquent interest.

Section 2.04. Form of 2021 Bonds.

The 2021 Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto and made a part hereof, with such insertions, omissions and variations as may be deemed necessary or appropriate by an Authorized Officer of the Issuer executing the same and as shall be permitted by the Act. The Issuer hereby adopts the form of the 2021 Bonds set forth in **Exhibit A**, and all of the covenants and conditions set forth therein, as and for the form of obligation to be incurred by the Issuer as the 2021 Bonds. The covenants and conditions set forth in such form are incorporated into this Second Supplemental Indenture by reference and shall be binding upon the Issuer as though set forth in full herein. Each 2021 Bond shall be of substantially the same tenor, except for principal amount, principal payments, interest rate, Maturity Date and Registered Owner.

The principal of the 2021 Bonds shall not be subject to acceleration, provided that nothing in this Section shall in any way prohibit the prepayment or redemption of 2021 Bonds under Article IV, or the defeasance of the 2021 Bonds and discharge of the Indenture under Section 9.01 of the Original Indenture.

The 2021 Bonds may contain, or have endorsed thereon, any notations, legends or endorsements not inconsistent with the provisions of the Indenture authorizing the same as may be necessary or desirable and as may be determined by the Authorized Officers of the Issuer executing the 2021 Bonds prior to the authentication and delivery of the same. The execution and delivery of the 2021 Bonds by the Authorized Officers of the Issuer in accordance with this Second Supplemental Indenture shall be conclusive evidence of the approval of the form of such Bonds by the Issuer, including any insertions, omissions, variations, notations, legends or endorsements authorized by this Second Supplemental Indenture.

Section 2.05. Execution and Authentication.

The 2021 Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signature of its Mayor, sealed with its corporate seal (or a facsimile thereof) and attested by the manual or facsimile signature of its City Clerk. In case the Mayor or City Clerk of the Issuer whose manual or facsimile signature appears on the 2021 Bonds shall cease to be such officer before delivery of such 2021 Bonds, such signature, nevertheless, shall, provided that all conditions precedent to the issuance of such 2021 Bonds have been satisfied, be valid and sufficient for all purposes as if such officer had remained in office until such delivery, and the Issuer may adopt and use for the execution of 2021 Bonds the manual or the facsimile signature of any person who shall have been at the time the proper officer to execute such 2021 Bonds, notwithstanding the fact that such person may not have been such officer on the date of such 2021 Bonds or that such person may have ceased to be such officer at the time when such 2021 Bonds shall be actually authenticated and delivered.

No 2021 Bond shall be valid or obligatory for any purpose or entitled to any right or benefit hereunder unless there shall be endorsed on such 2021 Bond a certificate of authentication substantially in the form set forth in **Exhibit A** attached to this Second Supplemental Indenture and made a part hereof, duly executed by the Registrar, and such certificate of the Registrar upon any 2021 Bond executed on behalf of the Issuer shall be conclusive evidence and the only evidence required that the 2021 Bond so authenticated has been duly issued hereunder and that the Bondholder thereof is entitled to the benefits of the Indenture. The certificate of the Registrar may be executed by any authorized signatory of the Registrar.

Section 2.06. Registration, Transfer and Exchange.

Any 2021 Bond may, in accordance with its terms, be transferred or exchanged upon the bond register maintained by the Trustee as provided in Section 2.06 of the Original Indenture. If 2021 Bonds of the same Maturity Date are transferred in part, such partial transfer shall be in an Authorized Denomination and the transferor Bondholder shall instruct the Trustee in writing with respect to the Principal Payment Dates and the related payment amounts to be transferred to the transferee Bondholder; *provided* that the sum of the payment amounts to be paid on each of the respective Principal Payment Dates with respect to the 2021 Bonds retained by the transferor Bondholder and the 2021 Bonds of the same Maturity Date transferred to the transferee Bondholder shall be equal to the payment amounts payable on the respective Principal Payment Dates with respect to the 2021 Bonds of such same Maturity Date as shown on **Exhibit D** attached hereto. The transferor Bondholder shall prepare the new Debt Service Schedule to be attached to the 2021 Bond that it retains and the Debt Service Schedule to be attached to the transferred 2021 Bond of the same Maturity Date, shall certify in writing to the Trustee that the sum of the payment amounts shown for the respective Principal Payment Dates on both such Debt Service Schedules satisfy the requirement of the *proviso* in the next preceding sentence and deliver such Debt Service Schedules to the Trustee for replacement and attachment to the retained 2021 Bond and attachment to the transferred 2021 Bond.

Anything to the contrary in this Second Supplemental Indenture notwithstanding, the Bondholders retain the right at any time to dispose of the 2021 Bonds or any interest therein or portion thereof, but the Bondholders agree that any such sale, transfer or distribution by such Bondholder shall be made in accordance with applicable laws and the provisions of this Second Supplemental Indenture and related documents to (a) an affiliate of a Bondholder or (b) one or more banks, insurance companies or other financial institutions, and, in any case, in an amount which is not less than an Authorized Denomination and only if the Trustee has received a representation letter from the new holder in substantially (including modifications to reflect a secondary market transaction) the form attached as **Exhibit B** to this Second Supplemental Indenture and each of the foregoing shall be a condition to registration of transfer of the ownership of the 2021 Bonds or any portion thereof to such transferee. Nothing in Second Supplemental Indenture or the 2021 Bonds shall limit the right of a Bondholder or its assignees to sell any participation interests in such 2021 Bonds.

Section 2.07. 2021 Bonds as Limited Obligations.

The 2021 Bonds are special, limited obligations of the Issuer payable solely from and secured solely by the pledge by the City to pay principal of, premium if any, and interest on the 2021 Bonds from Municipal Sales Tax Revenues deposited in the Tax Fund, and the amounts in the 2021 Debt Service Fund and, for the 2021 Bonds only, the 2021 Reserve Fund created or maintained hereunder and do not constitute general obligation debt of the Issuer or a pledge of the Issuer's full faith and credit or taxing power, except for the Municipal Sales Tax Revenues deposited in the Tax Fund. The 2021 Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision or body politic thereof, including the Issuer, within the meaning of any state constitutional provision or statutory limitation, including the Issuer, and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any political subdivision or body politic thereof, but shall be payable solely from the Municipal Sales Tax Revenues deposited in the Tax Fund and from the 2021 Debt Service Fund and the 2021 Reserve Fund to the extent provided above. The issuance of the 2021 Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any political subdivision or body politic thereof, including the Issuer, to levy any form of taxation therefor, except for the Municipal Sales Tax, or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal, redemption premium, if any, or interest on the 2021 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

Section 2.08. Conditions Precedent to Delivery of 2021 Bonds.

The 2021 Bonds shall be executed by the Issuer and delivered to the Trustee, whereupon the Trustee, as Registrar, shall authenticate the 2021 Bonds and, upon payment of an amount equal to the entire principal amount of the 2021 Bonds, shall deliver the 2021 Bonds upon the order of the Issuer, but only upon delivery to the Trustee of:

(a) A copy, certified by the City Clerk of the Issuer, of the Bond Ordinance, the Resolution effecting the Bond Ordinance and the Sales Tax Ordinance;

(b) An original executed counterpart of this Second Supplemental Indenture and copies of the fully executed Original Indenture and First Supplemental Indenture;

(c) A copy of the fully executed the Account Control Agreement, as the same may be amended or supplemented;

(d) A request and authorization to the Trustee on behalf of the Issuer, executed by an Authorized Officer, to authenticate the 2021 Bonds with the respective registered numbers, Maturity Dates, original principal amounts and interest rates as set forth in Section 2.02 hereof and deliver said 2021 Bonds to the respective Lenders pursuant to Section 2.02 hereof upon payment to the Trustee, for the account of the Issuer, of an amount equal to the entire principal amount of the 2021 Bonds;

(e) A certification from an independent certified public accountant verifying the amount of savings to be achieved by the refunding shall in fact be served, based upon such independent certified public accountant's review, comparison and analysis of the net interest cost in dollars of the 2021 Bonds and the net interest cost in dollars of the Bonds to be Refunded;

(f) An Opinion of Bond Counsel, an opinion of the City Attorney of the City and an opinion of counsel to the Trustee, each dated the date of original issuance of the 2021 Bonds and addressed to the Issuer, the Trustee, the Placement Agent and each of the Lenders;

(g) The certificates, opinions and documents required by Section 2.11 of the Original Indenture in connection with the issuance of Additional Bonds;

(h) The Tax Certificate executed by the Issuer and the completed IRS Form 8038-G relating to the 2021 Bonds, executed by the Issuer, with evidence of filing to be delivered post-closing; and

(i) Such other certificates, statements, opinions, receipts and documents as the Trustee or any of the Lenders may reasonably require for the delivery of the 2021 Bonds.

When the documents specified above have been filed with the Trustee, and when the 2021 Bonds shall have been executed and authenticated as required by the Indenture, the Trustee shall deliver the 2021 Bonds to or upon the order of the respective Lenders thereof in accordance with Section 2.02 hereof, but only upon payment to the Trustee of the entire principal amount of the 2021 Bonds on the Closing Date. The advance of the entire principal amount of the 2021 Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article III hereof.

Section 2.09. No Rating, CUSIP, Etc.

The 2021 Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by CUSIP Global Services.

ARTICLE III
FUNDS AND ACCOUNTS

Section 3.01. Creation of Funds and Accounts.

The following funds and accounts are hereby created and shall be maintained under this Second Supplemental Indenture:

(A) 2021 Costs of Issuance Fund;

(B) 2021 Debt Service Fund, and therein,

(i) 2021 Redemption Account;

(C) 2021 Reserve Fund; and

(D) 2021 Rebate Fund

The 2021 Costs of Issuance Fund, the 2021 Debt Service Fund, the 2021 Reserve Fund and the 2021 Rebate Fund shall be held by the Trustee hereunder separate and apart from all other moneys and funds of the Trustee and the Issuer.

For the purposes of internal accounting, the funds and accounts created or maintained pursuant to this Section may contain one or more accounts and sub-accounts, as the Issuer shall direct.

Subject only to the provisions of the Indenture permitting or requiring the application thereof for the purposes and on the terms and conditions set forth herein, all amounts held in any fund or account established pursuant to this Second Supplemental Indenture (other than the 2021 Costs of Issuance Fund and the 2021 Rebate Fund) are hereby pledged to secure the payment of the principal of and premium on, if any, and interest on the 2021 Bonds. Said pledge shall constitute a lien on and security interest in such assets and shall attach, be perfected and be valid and binding from and after delivery by the Trustee of the 2021 Bonds, without physical delivery thereof or further act. The Trustee shall open the above created accounts at such time said accounts are required for purposes of this Second Supplemental Indenture.

Section 3.02. Deposit of Bond Proceeds.

The proceeds of sale of the 2021 Bonds in the amount of $__________ shall be paid by the Lenders on the Closing Date by wire transfer in immediately available funds and thereupon deposited by the Trustee, together with $________ transferred from the Tax Fund by the Issuer to the Trustee and $_________ transferred from the Reserve Fund for the 2015 Bonds, to be applied on the Closing Date as follows:

(i) Deposit $____________ to the Escrow Fund;

(ii) Deposit $____________ to the 2021 Costs of Issuance Fund; and

(iii) Deposit $____________ to the 2021 Reserve Fund.

The amounts on deposit in the 2021 Costs of Issuance Fund shall be applied by the Issuer solely to payment of the Costs of Issuance of the 2021 Bonds.

Section 3.03. 2021 Costs of Issuance Fund.

The moneys in the 2021 Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance upon receipt by the Trustee of a Costs of Issuance Fund Requisition from the Issuer substantially in the form attached as **Exhibit C** hereto, signed by an Authorized Officer of the Issuer and stating the Person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against the 2021 Costs of Issuance Fund and has not been previously paid from the 2021 Costs of Issuance Fund. On September 30, 2021, or upon the earlier written request of the Issuer, amounts, if any, remaining in the 2021 Costs of Issuance Fund shall be transferred to the 2021 Debt Service Fund and the 2021 Costs of Issuance Fund shall thereafter be closed.

Section 3.04. 2021 Reserve Fund.

(A) Upon issuance of the 2021 Bonds, the Trustee shall deposit an amount equal to the Reserve Requirement for the 2021 Bonds into the 2021 Reserve Fund, as provided in Section 3.02.

(B) If on any Interest Payment Date, any Principal Payment Date or any date on which the principal amount, or portion of the principal amount, of any 2021 Bond becomes due and the amount credited to the 2021 Debt Service Fund shall be less than the amount of the aggregate principal of and the interest on the 2021 Bonds due on such date, the Trustee forthwith shall transfer moneys from the 2021 Reserve Fund to the 2021 Debt Service Fund, to the extent necessary to make good any deficiency. In the event the monies on deposit in the 2021 Reserve Fund are not adequate to fund the principal of and interest on the 2021 Bonds then due, such monies from the 2021 Reserve Fund shall be allocated pro rata among the Owners of 2021 Bonds (based upon the principal and interest then due to each such Owner as a percentage of the total principal and interest then due to all such Owners) to the payment of the principal of and interest on 2021 Bonds then due to each such Owner.

(C) Whenever a transfer is made from the 2021 Reserve Fund to the 2021 Debt Service Fund due to a deficiency in the 2021 Debt Service Fund, the Trustee shall immediately provide written notice thereof by Electronic Means to the Issuer and each of the Bondholders, specifying the amount withdrawn, whether such amount is adequate to fund the principal of and interest on the 2021 Bonds then due and, if not adequate, a calculation of the amount to be distributed pro rata to each of the Owners of 2021 Bonds as provided in subsection (B) of this Section 3.04.

(D) The Trustee shall determine the value of the Investment Securities in the 2021 Reserve Fund at the lower of cost or market value as provided in the fifth paragraph under Section 3.11 of the Original Indenture on each Interest Payment Date, each Principal Payment Date and on any other date at the request of an Authorized Officer. If the amount in the 2021 Reserve Fund exceeds the Reserve Requirement, the Trustee shall provide written notice to the Issuer of the amount of the excess and shall transfer the excess from the 2021 Reserve Fund to the 2021 Debt Service Fund to be applied to the next payment of interest on the 2021 Bonds.

(E) If the amount on deposit in the 2021 Reserve Fund shall at any time be less than the Reserve Requirement such balance shall be restored as follows: (i) if such deficiency is due to a withdrawal of funds from the 2021 Reserve Fund due to a deficiency of available funds to make a payment on an Interest Payment Date or Principal Payment Date, such deficiency shall be restored pursuant to transfers of available Municipal Sales Tax Revenues on deposit in the Tax Fund by the Issuer over a period of not more than 18 months following the withdrawal date; and (ii) if such deficiency is due to a valuation of the funds or investments in the 2021 Reserve Fund, such deficiency shall be restored pursuant to transfers of available Municipal Sales Tax Revenues on deposit in the Tax Fund by the Issuer over a period of not more than 12 months following the valuation date. For the avoidance of doubt, in the event that the amounts on deposit in the Reserve Fund and the 2021 Reserve Fund are less than the applicable Reserve Requirement, such balances shall be restored on a pro rata basis based upon the Outstanding 2015 Bonds and the Outstanding 2021 Bonds.

(F) On or about August 1, 2030, the Trustee shall determine the applicable Reserve Requirement after payment in full on August 15, 2030 of the 2021 Bonds maturing on August 15, 2030 and shall transfer the amount in excess of the Reserve Requirement from the 2021 Reserve Fund to the 2021 Debt Service Fund to be combined with Municipal Sales Tax Revenues transferred from the Tax Fund to the 2021 Debt Service Fund to pay the 2021 Bonds maturing on August 15, 2030 in full.

(G) Whenever the balance in the 2021 Reserve Fund equals or exceeds the amount required to redeem or pay all Outstanding 2021 Bonds secured thereby, including interest accrued to the date of payment and the Redemption Price due upon redemption, upon the written direction of the Issuer, the Trustee shall transfer the amount in the 2021 Reserve Fund to the 2021 Redemption Account of the 2021 Debt Service Fund as shall be specified by the Issuer. In the event that the amount to be transferred exceeds the amount required to pay and redeem the Outstanding 2021 Bonds secured thereby, the amount of the excess shall be transferred to the Issuer free and clear of the lien of the Indenture, and may be used for any lawful purpose.

Section 3.05. 2021 Debt Service Fund.

(A) On each February 1, May 1, August 1 and November 1, the Issuer shall transfer from the Tax Fund to the 2021 Debt Service Fund the amount required to pay the amounts due on the next succeeding Interest Payment Date and Principal Payment Date. In the event the monies in the Tax Fund and the 2021 Reserve Fund are insufficient in any quarter to make the required payment to the 2021 Debt Service Fund, monies deposited in the Tax Fund in subsequent quarters shall be used to fund the 2021 Debt Service Fund and the 2021 Reserve Fund, as applicable, to the Reserve Requirement as set forth in Section 3.04 hereof. The Issuer shall also no later than each February 1, May 1, August 1 and November 1 transfer from the Tax Fund to the 2021 Rebate Fund one quarter ($1/4^{th}$) of the amounts as may be required to be deposited therein by the Tax Certificate during the current Fiscal Year.

(B) On each Interest Payment Date, each Principal Payment Date, any date on which an optional redemption of 2021 Bonds is to be effected pursuant to Section 4.01 of this Second Supplemental Indenture and upon the Maturity Date of the 2021 Bonds, the Trustee shall withdraw from the 2021 Debt Service Fund and pay to the Bondholders of the 2021 Bonds the principal of and interest on the 2021 Bonds then due and payable.

(C) If the Issuer shall determine to provide for the payment of any 2021 Bonds as provided in Section 9.01 of the Original Indenture, amounts on deposit in the 2021 Debt Service Fund for the payment of the principal or Redemption Price of or interest on such 2021 Bonds shall be paid to the Trustee or other Paying Agent for such Bonds upon the order of the Issuer.

Section 3.06. 2021 Redemption Account.

There is created within the 2021 Debt Service Fund a 2021 Redemption Account into which monies are deposited to be used for the redemption of all, or a portion of, the 2021 Bonds.

Section 3.07. 2021 Rebate Fund.

(A) Within the 2021 Rebate Fund, the Trustee shall maintain such accounts as shall be specified in writing by the Issuer in order to comply with the Tax Certificate. Subject to the transfer provisions provided in paragraph (E) below, all money at any time deposited in the 2021 Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Amount (as defined in the Tax Certificate), for payment to the federal government of the United States of America. The Issuer and the Holder of any 2021 Bonds shall have no rights in or claim to such money. All amounts deposited into or on deposit in the 2021 Rebate Fund shall be governed by this Section, by Section 5.03 and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Issuer including the Issuer's supplying all necessary information in the manner provided in the Tax Certificate, and shall have no liability or responsibility to enforce compliance by the Issuer with the terms of the Tax Certificate.

(B) Upon the Issuer's written direction, an amount shall be deposited to the 2021 Rebate Fund by the Trustee from deposits by the Issuer, if and to the extent required, so that the balance in the 2021 Rebate Fund shall equal the Rebate Amount. Computations of the Rebate Amount shall be furnished by or on behalf of the Issuer in accordance with the Tax Certificate.

(C) The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section, other than from moneys held in the 2021 Rebate Fund or provided to it by the Issuer.

(D) At the written direction of the Issuer, the Trustee shall invest all amounts held in the 2021 Rebate Fund in Investment Securities, subject to the restrictions set forth in the Tax Certificate. The Trustee shall not be liable for any consequences arising from such investment. Money shall not be transferred from the 2021 Rebate Fund except as provided in subsection (E) below.

(E) Upon receipt of the Issuer's written directions, the Trustee shall remit part or all of the balances in the 2021 Rebate Fund to the United States of America, as so directed. In addition, if the Issuer so directs, the Trustee will deposit money into or transfer money out of the 2021 Rebate Fund from or into such accounts or funds as directed by the Issuer's written directions. Any funds remaining in the 2021 Rebate Fund after redemption and payment of all of the 2021 Bonds and payment and satisfaction of any Rebate Amount as certified by the Issuer, or provision made therefor satisfactory to the Trustee, and payment of any amount then owed to the Trustee, shall be withdrawn and remitted to the Issuer.

(F) Notwithstanding any other provision of the Indenture, the obligation to remit the Rebate Amounts to the United States of America and to comply with all other requirements of this Section, Section 5.03 and the Tax Certificate shall survive the defeasance or payment in full of the 2021 Bonds.

Section 3.08. Investments.

All moneys in any fund or account established pursuant to this Second Supplemental Indenture shall be invested in accordance with Section 3.11 of the Original Indenture. Moneys held in the 2021 Redemption Account for the redemption of 2021 Bonds shall be invested solely in Investment Securities specified in subsection (l) or subsection (7) of the definition thereof in the Original Indenture, maturing in such amounts and at such times as are required for such redemption.

Section 3.09. Application of Funds for Retirement of 2021 Bonds.

If the Issuer shall determine to provide for the payment or redemption of all Outstanding 2021 Bonds, amounts on deposit in any fund or account created by this Second Supplemental Indenture shall be transferred to the 2021 Debt Service Fund or any escrow agent for the 2021 Bonds for the payment of the principal or Redemption Price of or interest on such 2021 Bonds upon authorization thereof by resolution of the Issuer.

ARTICLE IV
REDEMPTION OF 2021 BONDS

Section 4.01. Optional Redemption.

(A) The 2021 A Bonds are subject to optional redemption prior to maturity, at the option of the Issuer, in whole at any time (i) on and after August 15, 2023 at the Redemption Price of 103% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption; (ii) on and after August 15, 2025 at the Redemption Price of 102% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption; (iii) on and after August 15, 2026 at the Redemption Price of 101% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption; and (iv) on and after August 15, 2027 at the Redemption Price of 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption.

(B) The 2021 B Bonds maturing on August 15, 2030 are not subject to optional redemption prior to maturity, at the option of the Issuer, in whole or in part.

(C) The 2021 B Bonds maturing on August 15, 2035 are subject to optional redemption prior to maturity, at the option of the Issuer, in whole, at any time on and after August 15, 2031 at the Redemption Price of 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption.

Section 4.02. Notice of Redemption.

The Issuer shall notify the Trustee in writing of the Issuer's exercise of its right of optional redemption, the principal amount (if less than all) of the 2021 Bonds to be redeemed and the date fixed for such redemption, all pursuant to Section 4.01 hereof, at least 35 days prior to the date fixed for such redemption. Notice of redemption shall be given by the Trustee by Electronic Means or by any other means reasonably requested by the respective Holders, not less than 30 days prior to the date fixed for redemption, to the respective Holders of any 2021 Bonds designated for redemption at their addresses appearing on the bond register of the Trustee. Each notice of redemption shall state the date of such notice, the date of delivery of the 2021 Bonds, the date fixed for redemption, the Redemption Price, and the place or places of redemption (including the name and appropriate address or addresses of the Trustee).

Notice of redemption of 2021 Bonds shall be given by the Trustee, at the expense of the Issuer.

Failure by the Trustee to transmit or otherwise deliver notice of redemption pursuant to this Section to any one or more of the Holders of 2021 Bonds shall not affect the sufficiency of the proceedings for redemption with respect to the Holder or Holders to whom such notice was transmitted or delivered.

With respect to notice of any optional redemption of the 2021 Bonds, unless moneys sufficient to pay the Redemption Price of the 2021 Bonds with interest thereon to be redeemed shall have been received by the Trustee prior to the giving of that notice, the notice shall state that the redemption shall be conditioned upon the receipt of such moneys by the Trustee on or prior to the date fixed for the redemption and the satisfaction of other conditions required in this Second Supplemental Indenture. If such moneys shall not have been so received, the notice shall be of no force and effect, the 2021 Bonds shall not be redeemed pursuant thereto and the Trustee shall give notice, in the manner in which notice of redemption was given, that such moneys were not received.

Any notice given pursuant to this Section may be rescinded by written notice given to the Trustee by the Issuer no later than 5 Business Days prior to the date specified for redemption. The Trustee shall give notice of such rescission, as soon thereafter as practicable, in the same manner, to the same persons, as notice of such redemption was given pursuant to this Section.

Section 4.03. Deposit of Redemption Price.

Prior to any redemption date, the Issuer shall deposit with the Trustee or with a Paying Agent, an amount of money sufficient to pay the Redemption Price of all the 2021 Bonds which are to be redeemed on that date. Such money shall be held in trust for the benefit of the Registered Owners entitled to such Redemption Price and shall not be deemed to be part of the Trust Estate.

Section 4.04. 2021 Bonds Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the 2021 Bonds so to be redeemed shall, on the redemption date set therefor, become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall default in the payment of the Redemption Price or unless a condition described in a conditional redemption notice was not met) such 2021 Bonds shall cease to bear interest. Upon surrender of any such 2021 Bond for redemption in accordance with said notice, such 2021 Bond shall be paid by the Trustee at the Redemption Price. Interest with a due date on or prior to the redemption date shall be payable to the Registered Owners on the relevant Record Dates according to the terms of such 2021 Bonds and the provisions of Section 2.03.

Upon the payment of the Redemption Price of the 2021 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear or have enclosed identifying information, such as the issue and Maturity Date of the 2021 Bonds being redeemed with the proceeds of such check or other transfer.

If any 2021 Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided in this Article in lieu of surrender, the principal and premium, if any, shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the 2021 Bond.

ARTICLE V
PARTICULAR COVENANTS

Section 5.01. Authority to Issue 2021 Bonds.

The Issuer covenants that it is duly authorized under its City Charter and the Constitution and laws of the State of West Virginia to execute this Second Supplemental Indenture, to issue the 2021 Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Second Supplemental Indenture and the issuance of the 2021 Bonds has been duly and effectively taken; and that the 2021 Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 5.02. Other Obligations and Encumbrances.

The Issuer shall not issue any other obligations whatsoever, except Additional Bonds provided for in Section 2.11 of the Original Indenture, payable from Municipal Sales Tax Revenues on deposit in the Tax Fund, which rank prior to, or equally, as to lien on and source of and security for payment from the Municipal Sales Tax Revenues on deposit in the Tax Fund. All obligations hereafter issued by the Issuer and payable from Municipal Sales Tax Revenues on deposit in the Tax Fund, except Additional Bonds, shall contain an express statement that such obligations are junior and subordinate as to lien on and source of and security for payment from such Municipal Sales Tax

Revenues on deposit in the Tax Fund and in all other respects to the Bonds, which obligations have been issued as Subordinate Bonds in compliance with Section 2.12 of the Original Indenture.

The Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or, except with respect to Additional Bonds, being on a parity with the lien of the 2015 Bonds Remaining Outstanding and the 2021 Bonds, and the interest thereon, upon any of the Municipal Sales Tax Revenues on deposit in the Tax Fund.

Section 5.03. Tax Covenants.

The Issuer agrees that it shall at all times do and perform all acts and things required by law and the Indenture that are necessary or desirable in order to assure that interest paid on the 2021 Bonds will be excluded from gross income for federal income tax purposes and shall neither take action nor permit any other person to take any action that would result in such interest not being excluded from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Issuer agrees to comply with the provisions of the Tax Certificate.

Upon the occurrence of an Event of Taxability (as hereafter defined), interest on the 2021 Bonds shall have accrued and be payable at the applicable Taxable Rate retroactive to the date as of which interest on the 2021 Bonds is determined to be includible in the gross income of the Owner or Owners thereof for federal income tax purposes, and the Issuer shall pay such additional amount as will result in each affected Owner receiving interest on the 2021 Bonds at the applicable Taxable Rate; *provided* that the obligation of the Issuer as herein provided shall be payable only from Municipal Sales Tax Revenues deposited in the Tax Fund or other legally available funds and shall not constitute a general obligation of the Issuer.

For purposes of this Section, **"Event of Taxability"** means the circumstance of interest paid or payable on any 2021 Bond becoming includible for federal income tax purposes in an Owner's gross income due to the Issuer's action or failure to take any action pursuant to its covenants set forth in this Section 5.03 or in the Tax Certificate. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by the Issuer or a Bondholder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that interest on the 2021 Bonds is includable in the gross income of the Owner or Owners thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that interest on the 2021 Bonds is includable in the gross income of the Owner or Owners thereof; or (c) receipt by the Issuer or a Bondholder of an Opinion of Bond Counsel to the effect that interest on the 2021 Bonds has become includable in the gross income of the Owner or Owners thereof for federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which interest on the 2021 Bonds is deemed includable in the gross income of the owner thereof for federal income tax purposes.

Section 5.04. Financial Statements of the Trustee.

The Trustee shall file and furnish on or before the 15th day of each month, commencing July 15, 2021, to the Issuer a complete financial statement (which need not be audited) covering receipts, disbursements, allocation, application of any moneys (including proceeds of the 2021 Bonds) and account balances in any of the funds and accounts established pursuant to this Second Supplemental Indenture for the preceding month; provided, that the Trustee shall not be required to deliver an accounting for any fund or account that (1) has a balance of $0.00 and (2) has not had any activity since the last reporting date. No later than July 31 (or earlier than July 15) of each calendar year, the Trustee shall furnish to each Bondholder who shall have filed its name and address with the Trustee for such purpose a report regarding inflows and outflows from the 2021 Debt Service Fund and the 2021 Reserve Fund during the Fiscal Year ended on the next preceding June 30 and the account balance in the 2021 Reserve Fund as of the June 30 next preceding the date of such report.

Section 5.05. Payment of 2021 Bonds.

The Issuer shall duly and punctually pay, but solely from the sources specified in this Second Supplemental Indenture, the principal of and premium, if any, and interest on the 2021 Bonds in accordance with the terms of the 2021 Bonds and the Indenture.

Section 5.06. Performance of Covenants.

The Issuer shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Indenture, including but not limited to this Second Supplemental Indenture, and the Account Control Agreement, in the 2021 Bonds and in all proceedings pertaining thereto.

Section 5.07. Inspection of Books.

The Issuer covenants and agrees that all books and documents in its possession relating to the 2021 Bonds, the Indenture and the transactions relating thereto shall at all reasonable times be open to inspection by the Trustee. The Trustee covenants and agrees that all books and documents in its possession relating to the 2021 Bonds, the Indenture, and the transactions relating thereto, shall be open to inspection by the Issuer during business hours upon reasonable notice.

Section 5.08. Statutory Mortgage Lien.

A statutory mortgage lien upon the Project is granted and created by the Bond Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding. Notwithstanding the rights set forth in the Bond Act, the Issuer hereby restricts the rights of the Holders of the Bonds to those rights set forth herein as permitted by the Bond Act. The Holders of the Bonds shall have no right to (i) any revenues from the Project, (ii) foreclose upon the Project, or (iii) have a receiver appointed to operate the Project.

Section 5.09. EMMA Postings.

In the event the Issuer files with the Electronic Municipal Market Access system, or its successor (**"EMMA"**), this Second Supplemental Indenture or any description of the material terms hereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, or any other document or certificate signed or delivered by a Lender (each such posting, an **"EMMA Posting"**), either voluntarily or as required pursuant to a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the **"Rule"**), the Issuer shall (i) provide the Lenders with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Issuer acknowledges and agrees that the Lenders are not responsible for the Issuer's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule. **"Confidential Information"** means any sensitive or confidential information regarding the Issuer or the Lenders including, specifically, address and account and wiring information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees or representatives of the Issuer and the Lenders.

Section 5.10. Surplus Revenues.

The Issuer covenants and agrees that Surplus Revenues shall only be transferred from the Tax Fund each quarter after all required transfers have been made to (a) the Debt Service Fund (as defined in the Original Indenture), the 2021 Debt Service Fund, any debt service fund subsequently created pursuant to any Supplemental Indenture for any Additional Bonds and (b) the Reserve Fund (as defined in the Original Indenture), the 2021 Reserve Fund and any reserve fund subsequently created pursuant to any Supplemental Indenture for any Additional Bonds. No transfer of Surplus Revenues from the Tax Fund shall be made for the payment of debt service on any Subordinate Bonds as described in Section 2.12 of the Original Indenture, unless and until the foregoing required transfers have been made.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices.

Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Second Supplemental Indenture to be made, given or furnished to or filed with the following entities upon receipt by such entity, if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

(a) To the Issuer at:

The City of Charleston
501 Virginia Street, East
Charleston, WV 25301
Attention: City Manager

With a copy to:

Frost Brown Todd LLC
500 Virginia Street, East
Suite 1100
Charleston, WV 25301
Attention: Carrie J. Cecil

(b) To the Trustee at:

United Bank
500 Virginia Street, East
Charleston, West Virginia 25301
Attention: Corporate Trust Department

(c) To the Lenders:

Huntington Public Capital Corporation
c/o The Huntington National Bank
525 Vine Street, 14th Floor
Cincinnati, OH 45202
Attention: ______________
Telephone:
Fax:
E-mail:

Capital One Public Funding, LLC
1307 Walt Whitman Road, 3rd Floor
Melville, NY 11747
Attention: Jonathan A. Lewis, President and Cathy DeLuca, Vice President
Telephone: (631) 531-2824 and (631) 531-2801
Fax: (866) 722-4390 and (866) 722-4390
E-mail: Jonathan.lewis@capitalone.com and
Catherine.deluca@capitalone.com

(d) To the Placement Agent:

Piper Sandler & Co.
405 Capitol Street, Suite 613
Charleston, WV 25301
Attention: Manager of West Virginia Public Finance

A copy of the form of any notice from the Trustee to the Bondholders shall be given by the Trustee to the Issuer and the Placement Agent.

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Notice to Bondholders shall be given by the Trustee by Electronic Means or by any other means reasonably requested by the Bondholders, at the address of the Bondholders as shown on the bond register maintained, and neither the failure to receive such notice, nor any defect in any notice so mailed, shall affect the sufficiency of such notice. Where this Second Supplemental Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by the Bondholders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 6.02. Limitation of Liability of Issuer.

The Issuer shall not incur any responsibility in respect of the 2021 Bonds or the Indenture other than in connection with the duties or obligations explicitly herein or in the 2021 Bonds assigned to or imposed upon it. The Issuer shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the 2021 Bonds, or as to the existence of a default or event of default thereunder.

No provision of the Indenture, the 2021 Bonds, or any agreement, document, instrument or certificate executed, delivered or approved in connection with the issuance, sale, delivery or administration of the 2021 Bonds (the "Bond Documents") shall require the Issuer to expend or risk its own general funds, the obligations and liabilities of the Issuer hereunder being payable solely from the Municipal Sales Tax Revenues deposited in the Tax Fund and other property pledged hereunder. Anything to the contrary in this Second Supplemental Indenture notwithstanding, the Issuer shall not have any expense, financial liability or financial obligation of any kind in connection with the 2021 Bonds except from the payments of debt service on the 2021 Bonds and payment of fees and expenses of the Trustee from the Municipal Sales Tax Revenues deposited in the Tax Fund or as shall be reimbursed from proceeds of the 2021 Bonds.

Neither the Bondholders nor any other person shall have any claim against the Issuer or any officer, official, agent or employee of the Issuer for damages suffered as a result of the Issuer's failure to perform in any respect any covenant, undertaking or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking representation or covenant of the Issuer, such as the payment of debt service on the 2021 Bonds, that is properly payable pursuant to the Act, and in accordance with the Bond Documents.

Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency or instrumentality against the Issuer or any of its officers, officials, agents or employees to enforce the provisions of any of the Bond Documents.

In order to perform its duties and obligations hereunder, the Issuer may employ such agents as it deems necessary or advisable.

Section 6.03. Benefits of Supplemental Indenture Limited to Parties.

Nothing in this Second Supplemental Indenture, expressed or implied, is intended to give to any person other than the Issuer, the Trustee and the Bondholders any right, remedy or claim under or by reason of this Second Supplemental Indenture. Any covenants, stipulations, promises or agreements in this Second Supplemental Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Bondholders and the Trustee.

Section 6.04. Execution of Documents and Proof of Ownership of 2021 Bonds.

Any request, declaration or other instrument which the Indenture may require or permit to be executed by Bondholders may be in one or more instruments of similar tenor, and shall be executed by Bondholders in person or by their attorneys appointed in writing. Except as otherwise herein expressly provided, the fact and date of the execution by any Bondholder or any Bondholder's attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which such Bondholder or attorney purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to such officer the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such officer.

Except as otherwise herein expressly provided, the ownership of 2021 Bonds and the amount, maturity, number and date of holding the same shall be proved by the Bond Register.

Any request, declaration or other instrument or writing of the Bondholder of any 2021 Bond shall bind all future Bondholders of such 2021 Bond in respect of anything done or suffered to be done by the Issuer or the Trustee in good faith and in accordance therewith.

Section 6.05. Moneys and Funds Held for Particular 2021 Bonds.

Amounts held by the Trustee for the payment of the principal or Redemption Price of and interest on 2021 Bonds due on any date shall be set aside and held in trust by it solely for the Holders of such 2021 Bonds pending such payment and shall not be available to pay the principal or Redemption Price of or interest on any other 2021 Bonds.

Section 6.06. Priority of Payments.

The Issuer agrees that the phrase "Debt Service Fund maintained for such Bonds" in clause (b) of the penultimate paragraph of Section 6.04 of the Original Indenture refers to the Debt Service Fund (as defined in the Original Indenture) for the 2015 Bonds, the 2021 Debt Service Fund for the 2021 Bonds, and any other debt service fund maintained for any Additional Bonds.

Section 6.07. Waiver of Personal Liability.

No past, present or future officer, official, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the 2021 Bonds; but nothing herein contained shall relieve any such officer, official, agent or employee from the performance of any official duty provided by law.

Section 6.08. Severability.

The parties hereto agree that the provisions contained in each Section of this Second Supplemental Indenture, and within the subsections of such Sections are intended to be separate and divisible and if, for any reason, any one or more of them shall be held to be illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, then (a) the same shall not be held to affect the validity of any other provision contained in this Second Supplemental Indenture and (b) the same shall be deemed to be modified to the minimum extent necessary for it to be legally enforceable. The parties hereto hereby expressly request and authorize any court of competent jurisdiction to enforce any such provision or to modify any such term thereof so that it shall be enforced by such court to the fullest extent permitted by applicable law. The Issuer hereby declares that, in the event a court of competent jurisdiction declares any Section, paragraph, sentence, clause or phrase of this Second Supplemental Indenture to be illegal, invalid or unenforceable but is unable to modify it as authorized herein, it would have nevertheless adopted this Second Supplemental Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the 2021 Bonds pursuant thereto irrespective of the illegality, invalidity or unenforceability of any such Section, paragraph, sentence, clause or phrase.

Section 6.09. Applicable Law.

This Second Supplemental Indenture shall be governed by and enforced in accordance with the laws of the State of West Virginia applicable to contracts made and performed in the State of West Virginia. TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF WEST VIRGINIA, THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS SECOND SUPPLEMENTAL INDENTURE. Any judicial proceeding arising out of or relating to this Second Supplemental Indenture (including any declaratory judgments) shall be filed exclusively in the State and Federal courts located in West Virginia, and each party hereby consents to, and will submit to, the personal and subject matter jurisdiction of such courts in any proceeding to enforce any of its obligations under this Second Supplemental Indenture and shall not contend that any such court is an improper or inconvenient venue. The foregoing shall not limit the right of any party to obtain execution of judgment in any other jurisdiction.

Section 6.10. Conflict with Act.

In the event of a conflict between any provision of this Second Supplemental Indenture with any provision of the Act as in effect on the date hereof, the provision of the Act shall prevail over the conflicting provision of this Second Supplemental Indenture.

Section 6.11. Payment or Performance on Business Days.

Except as otherwise expressly provided herein, if any date specified herein for the payment of any 2021 Bond or the performance of any act shall not be a Business Day, such payment or performance shall be made on the next succeeding Business Day with the same effect as if made on such date.

Section 6.12. Intention as to Seal and Contract.

It is intended that this Second Supplemental Indenture, when signed on behalf of the Issuer and the Trustee and duly delivered between them, shall constitute a contractual obligation under seal under the laws of the State of West Virginia with force and effect as an agreement and indenture of trust.

Section 6.13. Counterparts.

This Second Supplemental Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Issuer and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 6.14. Successor is Deemed Included in All References to Predecessor.

Whenever in this Second Supplemental Indenture either the Issuer or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Second Supplemental Indenture contained by or on behalf of the Issuer or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 6.15. Waiver of Notice.

Whenever in this Second Supplemental Indenture the giving of notice by mail, Electronic Means or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Second Supplemental Indenture to be executed all as of June __, 2021.

THE CITY OF CHARLESTON

[SEAL]

By:_______________________________________
Its Mayor

Attest:

By:___________________________
Its City Clerk

UNITED BANK,
as Trustee

By:________________________________
Its Authorized Officer

EXHIBIT A

FORM OF 2021 BOND

(attached hereto)

EXHIBIT B

FORM OF REPRESENTATION LETTERS

(attached hereto)

EXHIBIT C

**FORM OF REQUISITION FOR PAYMENT
FROM COSTS OF ISSUANCE FUND**

$__________
THE CITY OF CHARLESTON
SALES TAX REFUNDING REVENUE BONDS
(COLISEUM AND CONVENTION CENTER PROJECT)
SERIES 2021

REQUISITION FOR PAYMENT OF COSTS OF ISSUANCE

The City of Charleston, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), by its duly Authorized Officer, hereby certifies, in connection with this Requisition for Payment from the 2021 Costs of Issuance Fund (the "Requisition") under that certain Bond Indenture dated as of August 17, 2015, between the Issuer and United Bank (formerly known as United Bank, Inc.), as trustee thereunder (the "Trustee"), as supplemented and amended by that certain First Supplemental Indenture and that certain Second Supplemental Indenture entered into in connection with the above-referenced Bonds (the "Bonds"), between the Issuer and the Trustee (together, the "Indenture"), that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture.

2. The amount requested to be disbursed by this Requisition is a portion of the Costs of Issuance authorized for funding under the Indenture.

3. The total amount requested to be disbursed pursuant to this Requisition is $___________. As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $_______________ is to be paid to the Issuer as reimbursement to the Issuer for an invoice or statement previously paid by the Issuer to an entity that is not affiliated with the Issuer or the Lenders; and

(b) $_______________ is to be paid to a third party payee that is not affiliated with the Issuer or the Lenders or on a joint basis to the Issuer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Officer this __ day of __________, 2021.

THE CITY OF CHARLESTON

By: ___________________________
Its City Manager

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

EXHIBIT D

DEBT SERVICE SCHEDULES

(attached hereto)

PIPER | SANDLER

April 29, 2021

The City of Charleston, West Virginia

Sales Tax Refunding Revenue Bonds
(Coliseum and Convention Center Project)
Series 2021

Refunding Summary

Joe Nassif
MANAGING DIRECTOR
Cell: 304-410-4272
Email: joseph.e.nassif@pjc.com

405 Capitol Street
Charleston, West Virginia 25314
Tel: 304-343-7101

MINNEAPOLIS | BOSTON | CHICAGO | SEATTLE | LOS ANGELES | NEW YORK | SAN FRANCISCO | KANSAS CITY

Uniform Savings Analysis – Summary Statistics

Summary Statistics				
Structure	**Huntington (2030)**	**CapOne (2030)**	**CapOne (2035)**	**Total**
Series 2021 Bonds Par Amount ($)	8,272,000	3,301,000	31,201,000	42,774,000
Series 2021 Interest Rates	**2.160%**	**2.300%**	**2.950%**	**2.809%**
Series 2021 Average Life	4.811	4.933	7.743	6.959
Series 2015 Bonds Par Amount Refunded ($)	8,256,000	3,373,000	31,538,000	43,167,000
Series 2015 Interest Rates	3.350%	3.350%	4.000%	3.878%
Average Life of Series 2015 Bonds Refunded	4.903	4.905	7.836	7.046
Gross Debt Service Savings ($)	**503,570**	**181,429**	**2,783,444**	**3,468,444**
Net Present Value Savings ($)	**383,984**	**136,615**	**2,068,647**	**2,589,245**
Net Presert Value Savings as % of Refunded Bonds	**4.651%**	**4.050%**	**6.559%**	**5.998%**

Uniform Savings Analysis – Debt Service Savings

	Total Gross Series 2015 Debt Service	Less: Refunded Series 2015 Debt Service	Plus: Series 2021 Bonds Debt Service	Gross Debt Service Difference	Unrefunded 2015 and 2021 Bonds Debt Service	DSRF Release	Net Aggregate Debt Service
8/15/2021	7,295,761	598,981	531,838	(67,143)	7,228,618	-	7,228,618
8/15/2022	7,296,427	4,381,607	4,110,416	(271,191)	7,025,236	-	7,025,236
8/15/2023	7,296,459	4,381,459	4,113,508	(267,951)	7,028,508	-	7,028,508
8/15/2024	7,295,649	4,381,279	4,113,375	(267,904)	7,027,745	-	7,027,745
8/15/2025	7,296,722	4,382,862	4,113,972	(268,890)	7,027,832	-	7,027,832
8/15/2026	7,296,380	4,381,050	4,111,293	(269,757)	7,026,623	-	7,026,623
8/15/2027	7,295,339	4,380,729	4,112,229	(268,500)	7,026,839	-	7,026,839
8/15/2028	7,296,335	4,382,655	4,112,736	(269,919)	7,026,416	-	7,026,416
8/15/2029	7,295,995	4,381,675	4,111,733	(269,942)	7,026,053	-	7,026,053
8/15/2030	7,295,030	4,380,610	4,110,147	(270,463)	7,024,567	697,092	6,327,475
8/15/2031	5,827,640	2,913,820	2,718,489	(195,331)	5,632,309	-	5,632,309
8/15/2032	5,828,770	2,914,390	2,718,711	(195,679)	5,633,091	-	5,633,091
8/15/2033	5,827,900	2,914,930	2,719,787	(195,143)	5,632,757	-	5,632,757
8/15/2034	5,829,710	2,914,310	2,718,695	(195,615)	5,634,095	-	5,634,095
8/15/2035	5,827,840	2,913,400	2,718,383	(195,017)	5,632,823	2,817,594	2,815,229
Total	**$ 102,101,958**	**$ 54,603,758**	**$51,135,314**	**$ (3,468,444)**	**$ 98,633,514**	**$ 3,514,686**	**$ 95,118,828**

**Bond Year 2021 includes debt service paid in current year*

8/15/2021 Refunded DS net of $496,791.63 City contribution

Refunding Summary – Executed Bank Term Sheets

Capital One Bank Term Sheet

- ✓ 2.30% Interest Rate on 2030 Maturity
- ✓ 2.95% Interest Rate on 2035 Maturity
- ✓ 2.00% premium waived on 2015 Bonds
- ✓ 8/15/21 interest and principal payable to be escrowed
- ✓ Optional Redemption:
  - 2030 Maturity is non-callable
  - 2035 Maturity is callable on 8/15/31 @100% (par)
- ✓ Term Sheet expiration on 6/15/21
- ✓ Purchaser Counsel Fees not to exceed $7,500

Huntington Bank Term Sheet

- ✓ 2.16% Interest Rate on 2030 Maturity
- ✓ 2.00% premium waived on 2015 Bonds
- ✓ Optional Redemption:
  - Callable on 8/15/23 @103%
  - Callable on 8/15/25 @102%
  - Callable on 8/15/26 @101%
  - Callable on 8/15/27 @100% (par)
- ✓ Term Sheet expiration on 6/15/21
- ✓ Purchaser Counsel Fees of $3,500

Disclosure

Piper Sandler is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Sandler is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a "recommendation" or "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Sandler is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Sandler's primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm's-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Piper Sandler Companies (NYSE: PIPR) is a leading investment bank and institutional securities firm driven to help clients Realize the Power of Partnership®. Securities brokerage and investment banking services are offered in the U.S. through Piper Sandler & Co., member SIPC and FINRA; in Europe through Piper Sandler Ltd., authorized and regulated by the U.K. Financial Conduct Authority; and in Hong Kong through Piper Sandler Hong Kong Ltd., authorized and regulated by the Securities and Futures Commission. Asset management products and services are offered through separate investment advisory affiliates.

The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

<u>Bill No. 7904</u>

Introduced in Council: **Adopted by Council:**

<u>April 19, 2021</u> ______________________

Introduced by: **Referred to:**

<u>Joe Jenkins</u> **<u>Finance</u>**

<u>Bill No. 7904</u> - A BILL to amend and reenact Section 22-35 of the Municipal Code of the City of Charleston, as amended; and to repeal Section 22-43 of said Code, all relating to clarifying that amendments to the rates for internment at Spring Hill Cemetery Park may be approved by the City Council through resolution upon recommendation from the Spring Hill Cemetery Commission.

<u>Now, therefore, be it ordained by the Council of the City of Charleston</u>:

That Section 22-35 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted; and that Section 22-43 of said code is hereby repealed, all to read as follows:

CHAPTER 22 – CEMETERIES.
ARTICLE II – SPRING HILL CEMETERY.
DIVISION 1 – GENERALLY.

Sec. 22-35. - Price of rights of interment.

The commission may establish, and from time to time amend, a schedule of prices, which in each case must be approved by the city council <u>by resolution</u>, for the sale of rights of interment in the cemetery, <u>for installation of memorials</u>, for opening and closing of graves, and <u>for</u> other services or merchandise provided by the cemetery. Each schedule adopted shall be maintained on file in the office of the city clerk <u>and available on the City or Spring Hill Cemetery website</u>, so long as it remains in effect. Until the commission adopts a schedule of prices pursuant to this section, the price of lots in the cemetery shall be as in effect immediately prior to the effective date of this Code.

~~Sec. 22-43. - Schedule of rates for the Spring Hill Cemetery Park.~~

~~That the price for grave spaces and the fees for service at the Spring Hill Cemetery Park shall be as follows:~~

~~City Property (Riggs 10-Scruggs; JHL 1-2 Burdette 1-2; Jeffries, all sections 1-10-and Woods 18) (As determined available) .....$900.00~~

~~Hall and Edmonds and all others (As determined available) .....900.00~~

~~Lynn-Wehrle (As determined available) .....900.00~~

~~Lynn 2 .....900.00~~

~~Capito (As determined available) .....900.00~~

~~Capito Woods(flat marker area) $700.00 monument section .....900.00~~

~~Wilson .....900.00~~

~~Middleton (As determined available) .....900.00~~

~~Mausoleum Property .....No spaces available~~

~~Woods 1, 2 and 3 (As determined available) .....900.00~~

~~Swann Addition (all sections of Spring Hill excluding section 49) (As determined available) .....900.00~~

~~Section 49 (As determined available) .....900.00~~

~~Riggs-Jeffries Riggs (As determined available) .....900.00~~

~~Riggs Babyland .....100.00*~~

~~*No charge—infants up to two years of age~~

~~Wilson, Block 6-A, 7-A and 8 (As determined available) .....900.00~~

~~Wehrle Addition, section 16 (As determined available) .....900.00~~

~~Willow Lawn Addition .....800.00~~

~~Wehrle 16A (monument area) .....900.00~~

~~Cremation burial site .....350.00~~

~~Columbarium AGM 64-9-2005-1,~~
~~each niche .....1,000.00~~
~~(niche hold two standard cremations)~~
~~Garden of Memories~~

~~Niche Plate Engraving .....75.00~~

~~A second right of interment may be purchased for an additional 50 percent of the price of the lot purchased.~~

~~The following table of service pricing shall apply (includes tent and chairs):~~

~~Standard adult/Opening/closing~~

~~Weekdays M—F .....1,000.00~~

~~Weekends, Saturday/Sunday (weekends to include Monday before noon) .....1,200.00~~

~~Baby graves ..... Opening/closing~~

~~Weekdays M—F .....200.00*~~

~~*No charge—infants up to two years of age~~

~~Weekends and holidays. (Weekends to include Monday before noon and holidays) .....400.00~~

~~Mausoleum Crypt ..... Opening/closing~~

~~Weekdays M—F .....400.00~~

~~Weekends and holidays. (Weekends to include Monday before noon and holidays) .....600.00~~

~~Optional tent service for outside mausoleums .....150.00~~

~~The use of an insuraliner is required for all entombments. (Funeral homes required to supply liners).~~

~~Installation of memorials~~
~~(except government supplied)~~

~~Flat markers .....1.00~~
~~per sq. in.~~
~~Upright markers .....1.00~~
~~per sq. in.~~
~~Government supplied~~
~~V.A. Memorials .....No charge~~

~~Only granite or bronze on granite markers of a minimum thickness of 4" are allowed. (The exception shall be for Government VA Markers or matching of existing markers).~~

~~The installation of mausoleums, columbariums, and memorials requiring special needs~~

~~and equipment for handling will be charged according to the individual application.~~

~~Cremation/Opening/closing (Ground Burial)~~

~~Weekdays M—F .....400.00~~

~~Weekends Sat./Sun. (Weekends to include Monday before noon) .....500.00~~

~~Opening/closing Columbarium~~

~~Weekdays M—F .....400.00~~

~~Weekends and holidays .....500.00~~

~~Committal service set-up .....150.00~~

~~Steel burial vault installation fee (concrete vault suppliers are required to set concrete vaults .....100.00~~

~~The following table of merchandise pricing shall apply:~~

~~Memorials and related merchandise not to exceed 300 percent of wholesale cost.~~

~~Outside burial container charges are not to exceed 300 percent of wholesale cost.~~

~~The purchase price and charges for other required services and materials for mausoleums and cremation depositories are based on individual application.~~

~~Custom design purchases will be priced per application.~~

~~Flower location/Setting service fee, per flower arrangement delivered by outside vendors for placement on a grave. Payable at time of delivery .....3.00~~

~~State sales tax will apply to services and merchandise as provided by law.~~

CHARLESTON COLISEUM & CONVENTION CENTER
JANUARY 2021

	JANUARY 2021	JANUARY 2020	YEAR TO DATE FY 20 - 21	YEAR TO DATE FY 19 - 20
OPERATING REVENUES	(49,959)	198,643	8,777	1,256,113
OPERATING EXPENSES	204,568	302,232	1,311,011	1,966,651
OPERATIONAL SUBSIDY	235,000	-	1,023,000	318,000
HEALTHCARE SUBSIDY	60	40,780	34,918	206,829
OPERATING INCOME (LOSS)	**(19,467)**	**(62,809)**	**(244,316)**	**(185,709)**

CHARLESTON COLISEUM & CONVENTION CENTER
REVENUE STATEMENT
JANUARY 2021

JANUARY 2021	JANUARY 2020	INCREASE (DECREASE)	MONTHLY BUDGET	REVENUES	JUL - JAN 20-21	JUL - JAN 19-20	INCREASE (DECREASE)	YR TO DATE BUDGET	ANNUAL BUDGET
5,200	100,754	(95,554)	14,100	RENT	47,569	579,557	(531,988)	117,500	470,000
-	35	(35)	954	COMMISSIONS	18	20,134	(20,116)	7,950	31,800
2,190	16,383	(14,193)	6,930	PARKING LOT	12,358	51,014	(38,656)	57,750	231,000
(70,557)	5,376	(75,933)	(70,394)	DISTINCTIVE GOURMET	(163,285)	177,986	(341,271)	(150,844)	(251,406)
238	3,292	(3,054)	2,108	PATRON SERVICES	7,070	45,315	(38,245)	17,570	70,280
-	1,035	(1,035)	904	SECURITY	3,771	13,293	(9,522)	7,533	30,130
-	15,000	(15,000)	7,014	ADVERTISING	72,500	165,450	(92,950)	58,450	233,801
-	151	(151)	45	SPOTLIGHT RENTAL	-	1,731	(1,731)	375	1,500
2,200	2,282	(82)	780	POWER USAGE	6,200	15,632	(9,432)	6,500	26,000
389	3,738	(3,349)	555	TABLE COVER / DRAPES	725	10,320	(9,595)	4,625	18,500
-	600	(600)	11	PUBLIC ADDRESS SYSTEM	450	4,930	(4,480)	93	370
70	510	(440)	69	STAGING	250	8,290	(8,040)	575	2,300
-	3,165	(3,165)	594	BOOTH RENTAL	100	20,675	(20,575)	4,950	19,800
-	390	(390)	45	PIANO RENTAL	-	390	(390)	375	1,500
384	2,262	(1,878)	570	TABLE RENTAL	825	15,044	(14,219)	4,750	19,000
-	772	(772)	660	MISCELLANEOUS	104	7,135	(7,031)	5,500	22,000
-	-	-	30	BUILDING DAMAGES	-	79	(79)	250	1,000
-	-	-	41	TELEPHONE RENTAL	575	2,000	(1,425)	343	1,370
9,600	12,726	(3,126)	5,790	AV EQUIPMENT	15,613	60,777	(45,164)	48,250	193,000
-	-	-	-	TELETIX	-	-	-	-	-
-	1,200	(1,200)	330	CARPET RENTAL	-	4,225	(4,225)	2,750	11,000
-	-	-	-	DRAYAGE	-	301	(301)	-	-
-	-	-	225	ENERGY REBATES	2,423	-	2,423	1,875	7,500
(50,286)	**169,671**	**(219,957)**	**(28,638)**	**TOTAL OPERATING REVENUES**	**7,266**	**1,204,278**	**(1,197,012)**	**197,119**	**1,140,445**
325	28,810	(28,485)	-	**CAPITAL IMPROVEMENT FEE**	840	46,644	(45,804)	-	-
2	162	(160)	9	**INTEREST**	311	5,191	(4,880)	6	50
-	-	-	-	**GAIN/LOSS ON SALE OF ASSETS**	360	-	360	-	-
235,000	-	235,000	219,800	**OPERATIONAL SUBSIDY**	1,023,000	318,000	705,000	847,800	1,570,000
				CAPITAL IMPROVEMENT FEE BALANCE	**409,153**	**420,352**			

CHARLESTON COLISEUM & CONVENTION CENTER
EXPENDITURE STATEMENT
JANUARY 2021

DECEMBER 2020	DECEMBER 2019	INCREASE (DECREASE)	MONTHLY BUDGET	EXPENSES	JUL - JAN 2020	JUL - JAN 2019	INCREASE (DECREASE)	YR TO DATE BUDGET	ANNUAL BUDGET
				PERSONNEL COST					
60,269	92,513	(32,244)	89,990	SALARIES & WAGES	434,096	749,346	(315,250)	471,104	961,436
2,687	6,727	(4,040)	6,212	FICA	28,888	54,439	(25,551)	32,520	66,367
15,182	33,008	(17,826)	24,608	MEDICAL & LIFE INSURANCE	129,387	199,411	(70,024)	128,822	262,903
3,525	7,791	(4,266)	6,261	RETIREMENT	37,472	63,938	(26,466)	32,776	66,890
419	1,566	(1,147)	1,112	DENTAL/OPTICAL	6,620	6,605	15	5,819	11,875
(296)	(4,197)	3,901	(4,970)	INSURANCE-PAYROLL DEDUCTION	(14,300)	(32,980)	18,680	(26,017)	(53,096)
-	-	-	-	OPEB - CURRENT	-	-	-	-	20,000
81,786	**137,408**	**(55,622)**	**123,213**	**TOTAL PERSONNEL COSTS**	**622,163**	**1,040,759**	**(418,596)**	**645,024**	**1,336,375**
4,904	4,932	(28)	3,838	TELEPHONE	32,122	34,516	(2,394)	20,090	41,000
-	621	(621)	197	PRINTING	-	2,445	(2,445)	1,029	2,100
41,006	57,672	(16,666)	48,953	UTILITIES	252,302	342,783	(90,481)	256,270	523,000
-	-	-	-	TRAVEL	-	2,667	(2,667)	-	-
-	10,655	(10,655)	1,002	M&R-BUILDINGS & GROUNDS	679	11,946	(11,267)	5,243	10,700
3,513	1,614	1,899	1,095	M&R-EQUIPMENT	12,160	7,014	5,146	5,733	11,700
-	-	-	-	M&R-AUTO/TRUCK	-	-	-	-	-
-	-	-	94	POSTAGE	-	58	(58)	490	1,000
636	9,566	(8,930)	12,561	BUILDING & EQUIPMENT RENTAL	4,749	55,363	(50,614)	65,758	134,200
-	400	(400)	852	ADVERTISING/LEGAL PUBLICATIONS	-	5,202	(5,202)	4,459	9,100
-	-	-	234	TRAINING	-	40	(40)	1,225	2,500
200	802	(602)	103	DUES & SUBSCRIPTIONS	200	802	(602)	539	1,100
42	-	42	25,740	INSURANCE - WC & UC	12,765		12,765	134,750	275,000
-	8,941	(8,941)	2,286	INSURANCE	133,294	74,528	58,766	11,968	24,425
70,069	55,094	14,975	41,963	CONTRACTED SERVICES	217,137	300,711	(83,574)	219,678	448,323
120,370	**150,297**	**(29,927)**	**138,916**	**TOTAL CONTRACTUAL SERVICES**	**665,408**	**838,075**	**(172,667)**	**727,233**	**1,484,148**
				COMMODITIES					
2,412	14,045	(11,633)	5,335	MATERIALS & SUPPLIES	23,440	83,759	(60,319)	27,930	57,000
-	482	(482)	94	GAS, OIL, & TIRES	-	1,346	(1,346)	490	1,000
-	-	-	1,076	UNIFORMS	-	2,712	(2,712)	5,635	11,500
2,412	**14,527**	**(12,115)**	**6,505**	**TOTAL COMMODITIES**	**23,440**	**87,817**	**(64,377)**	**34,055**	**69,500**
204,568	**302,232**	**(97,664)**	**268,634**	**TOTAL OPERATING EXPENSES**	**1,311,011**	**1,966,651**	**(655,640)**	**1,406,311**	**2,890,023**

CHARLESTON COLISEUM & CONVENTION CENTER
FEBRUARY 2021

	FEBRUARY 2021	FEBRUARY 2020	YEAR TO DATE FY 20 - 21	YEAR TO DATE FY 19 - 20
OPERATING REVENUES	33,374	504,168	52,867	1,766,688
OPERATING EXPENSES	165,837	391,025	1,497,269	2,370,542
OPERATIONAL SUBSIDY	91,000	-	1,114,000	318,000
HEALTHCARE SUBSIDY	65	29,075	34,983	235,904
OPERATING INCOME (LOSS)	**(41,398)**	**142,218**	**(295,419)**	**(49,950)**

CHARLESTON COLISEUM & CONVENTION CENTER
REVENUE STATEMENT
FEBRUARY 2021

REVENUES

FEBRUARY 2021	FEBRUARY 2020	INCREASE (DECREASE)	MONTHLY BUDGET		JUL - FEB 20-21	JUL - FEB 19-20	INCREASE (DECREASE)	YR TO DATE BUDGET	ANNUAL BUDGET
14,563	144,274	(129,711)	14,100	RENT	62,133	723,832	(661,699)	131,600	470,000
12	107,850	(107,838)	954	COMMISSIONS	30	127,984	(127,954)	8,904	31,800
2,010	19,939	(17,929)	6,930	PARKING LOT	14,368	70,953	(56,585)	64,680	231,000
(7,916)	9,191	(17,107)	(70,394)	DISTINCTIVE GOURMET	(157,706)	187,177	(344,883)	(70,394)	(251,406)
1,533	16,940	(15,407)	2,108	PATRON SERVICES	8,603	62,254	(53,651)	19,678	70,280
456	6,678	(6,222)	904	SECURITY	4,227	19,972	(15,745)	8,436	30,130
-	65,000	(65,000)	7,014	ADVERTISING	72,500	230,450	(157,950)	65,464	233,801
400	890	(490)	45	SPOTLIGHT RENTAL	400	2,621	(2,221)	420	1,500
-	3,555	(3,555)	780	POWER USAGE	6,200	19,187	(12,987)	7,280	26,000
4,200	1,038	3,162	555	TABLE COVER / DRAPES	4,925	11,357	(6,432)	5,180	18,500
2,400	975	1,425	11	PUBLIC ADDRESS SYSTEM	2,850	5,905	(3,055)	104	370
1,390	2,530	(1,140)	69	STAGING	1,640	10,820	(9,180)	644	2,300
-	11,980	(11,980)	594	BOOTH RENTAL	100	32,655	(32,555)	5,544	19,800
-	-	-	45	PIANO RENTAL	-	390	(390)	420	1,500
175	2,610	(2,435)	570	TABLE RENTAL	1,000	17,654	(16,654)	5,320	19,000
-	3,821	(3,821)	660	MISCELLANEOUS	104	10,956	(10,852)	6,160	22,000
-	-	-	30	BUILDING DAMAGES	-	79	(79)	280	1,000
-	-	-	41	TELEPHONE RENTAL	575	2,000	(1,425)	384	1,370
13,903	29,477	(15,574)	5,790	AV EQUIPMENT	29,516	90,254	(60,738)	54,040	193,000
-	-	-	-	TELETIX	-	-	-	-	-
-	495	(495)	330	CARPET RENTAL	-	4,720	(4,720)	3,080	11,000
-	-	-	-	DRAYAGE	-	301	(301)	-	-
-	71,705	(71,705)	225	ENERGY REBATES	-	80,320	(80,320)	2,100	7,500
33,126	**498,948**	**(465,822)**	**(28,638)**	**TOTAL OPERATING REVENUES**	**51,465**	**1,711,841**	**(1,660,376)**	**319,325**	**1,140,445**
240	4,795	(4,555)	-	**CAPITAL IMPROVEMENT FEE**	1,080	49,050	(47,970)	-	-
8	425	(417)	2	**INTEREST**	322	5,797	(5,475)	14	50
-	-	-	-	**GAIN/LOSS ON SALE OF ASSETS**	-	-	-	-	-
91,000	-	91,000	219,800	**OPERATIONAL SUBSIDY**	1,114,000	318,000	796,000	847,800	1,570,000
				CAPITAL IMPROVEMENT FEE BALANCE	**409,153**	**420,352**			

CHARLESTON COLISEUM & CONVENTION CENTER
EXPENDITURE STATEMENT
FEBRUARY

FEBRUARY 2021	FEBRUARY 2020	INCREASE (DECREASE)	MONTHLY BUDGET	EXPENSES	JUL - FEB 20-21	JUL - FEB 19-20	INCREASE (DECREASE)	YR TO DATE BUDGET	ANNUAL BUDGET
				PERSONNEL COST					
35,593	110,618	(75,025)	89,990	SALARIES & WAGES	428,180	859,964	(431,784)	557,633	961,436
2,617	8,112	(5,495)	6,212	FICA	31,505	62,551	(31,046)	38,493	66,367
8,707	29,033	(20,326)	24,608	MEDICAL & LIFE INSURANCE	138,094	228,444	(90,350)	152,484	262,903
3,550	7,912	(4,362)	6,261	RETIREMENT	41,022	71,850	(30,828)	38,796	66,890
375	406	(31)	1,112	DENTAL/OPTICAL	6,995	7,008	(13)	6,888	11,875
(3,703)	(4,197)	494	(4,970)	INSURANCE-PAYROLL DEDUCTION	(20,198)	(37,177)	16,979	(30,796)	(53,096)
-	-	-	-	OPEB - CURRENT	-	-	-	11,600	20,000
47,139	**151,884**	**(104,745)**	**123,213**	**TOTAL PERSONNEL COSTS**	**625,598**	**1,192,640**	**(567,042)**	**775,098**	**1,336,375**
4,803	4,895	(92)	3,838	TELEPHONE	36,926	39,411	(2,485)	23,780	41,000
-	444	(444)	197	PRINTING	-	2,889	(2,889)	1,218	2,100
32,873	50,994	(18,121)	48,953	UTILITIES	285,504	394,096	(108,592)	303,340	523,000
-	-	-	-	TRAVEL	-	2,667	(2,667)	-	-
-	-	-	1,002	M&R-BUILDINGS & GROUNDS	679	13,484	(12,805)	6,206	10,700
5,572	11,855	(6,283)	1,095	M&R-EQUIPMENT	17,732	18,869	(1,137)	6,786	11,700
-	-	-	-	M&R-AUTO/TRUCK	-	-	-	-	-
-	-	-	94	POSTAGE	-	58	(58)	580	1,000
22,277	28,713	(6,436)	12,561	BUILDING & EQUIPMENT RENTAL	133,371	84,078	49,293	77,836	134,200
-	-	-	852	ADVERTISING/LEGAL PUBLICATIONS	27,026	5,202	21,824	5,278	9,100
-	1,800	(1,800)	234	TRAINING	-	1,840	(1,840)	1,450	2,500
-	200	(200)	103	DUES & SUBSCRIPTIONS	200	1,002	(802)	638	1,100
8,538	-	8,538	25,740	INSURANCE - WC & UC	21,303	8,941	12,362	159,500	275,000
22,216	23,145	(929)	2,286	INSURANCE	177,726	97,673	80,053	14,167	24,425
20,099	101,602	(81,503)	41,963	CONTRACTED SERVICES	145,194	404,122	(258,928)	260,027	448,323
116,378	**223,648**	**(107,270)**	**138,916**	**TOTAL CONTRACTUAL SERVICES**	**845,661**	**1,074,332**	**(228,671)**	**860,806**	**1,484,148**
				COMMODITIES					
2,320	15,347	(13,027)	5,335	MATERIALS & SUPPLIES	26,010	99,366	(73,356)	33,060	57,000
-	146	(146)	94	GAS, OIL, & TIRES	-	1,492	(1,492)	580	1,000
-	-	-	1,076	UNIFORMS	-	2,712	(2,712)	6,670	11,500
2,320	**15,493**	**(13,173)**	**6,505**	**TOTAL COMMODITIES**	**26,010**	**103,570**	**(77,560)**	**40,310**	**69,500**
165,837	**391,025**	**(225,188)**	**268,634**	**TOTAL OPERATING EXPENSES**	**1,497,269**	**2,370,542**	**(873,273)**	**1,676,213**	**2,890,023**

CHARLESTON COLISEUM & CONVENTION CENTER
MARCH 2021

	MARCH 2021	MARCH 2020	YEAR TO DATE FY 20 - 21	YEAR TO DATE FY 19 - 20
OPERATING REVENUES	1,493	416,742	54,360	2,103,110
OPERATING EXPENSES	228,983	350,666	1,725,808	2,718,371
OPERATIONAL SUBSIDY	450,200	-	1,564,200	318,000
HEALTHCARE SUBSIDY	-	41,421	34,983	277,325
OPERATING INCOME (LOSS)	**222,710**	**107,497**	**(72,265)**	**(19,936)**

CHARLESTON COLISEUM & CONVENTION CENTER
REVENUE STATEMENT
MARCH 2021

MARCH 2021	MARCH 2020	INCREASE (DECREASE)	MONTHLY BUDGET	REVENUES	JUL - MAR 2020-2021	JUL - MAR 2019-2020	INCREASE (DECREASE)	YR TO DATE BUDGET	ANNUAL BUDGET
5,222	131,653	(126,431)	75,200	RENT	67,355	855,485	(788,130)	206,800	470,000
-	18,683	(18,683)	5,088	COMMISSIONS	30	146,667	(146,637)	13,992	31,800
2,010	10,107	(8,097)	36,960	PARKING LOT	16,378	81,060	(64,682)	101,640	231,000
(7,917)	154,105	(162,022)	(40,225)	DISTINCTIVE GOURMET	(165,623)	341,282	(506,905)	(110,619)	(251,406)
771	44,712	(43,941)	11,245	PATRON SERVICES	9,374	106,966	(97,592)	30,923	70,280
-	12,369	(12,369)	4,821	SECURITY	4,227	32,340	(28,113)	13,257	30,130
-	5,500	(5,500)	37,408	ADVERTISING	72,500	235,950	(163,450)	102,872	233,801
-	350	(350)	240	SPOTLIGHT RENTAL	400	2,971	(2,571)	660	1,500
-	11,377	(11,377)	4,160	POWER USAGE	6,200	30,564	(24,364)	11,440	26,000
500	2,027	(1,527)	2,960	TABLE COVER / DRAPES	5,425	13,385	(7,960)	8,140	18,500
-	670	(670)	59	PUBLIC ADDRESS SYSTEM	2,850	6,575	(3,725)	163	370
200	5,354	(5,154)	368	STAGING	1,840	16,174	(14,334)	1,012	2,300
-	4,452	(4,452)	3,168	BOOTH RENTAL	100	37,107	(37,007)	8,712	19,800
-	250	(250)	240	PIANO RENTAL	-	640	(640)	660	1,500
-	1,504	(1,504)	3,040	TABLE RENTAL	1,000	19,158	(18,158)	8,360	19,000
-	1,729	(1,729)	3,520	MISCELLANEOUS	104	12,685	(12,581)	9,680	22,000
-	-	-	160	BUILDING DAMAGES	-	79	(79)	440	1,000
-	500	(500)	219	TELEPHONE RENTAL	575	2,500	(1,925)	603	1,370
616	10,505	(9,889)	30,880	AV EQUIPMENT	30,132	100,759	(70,627)	84,920	193,000
-	-	-	-	TELETIX	-	-	-	-	-
-	-	-	1,760	CARPET RENTAL	-	4,720	(4,720)	4,840	11,000
-	-	-	-	DRAYAGE	-	301	(301)	-	-
-	-	-	1,200	ENERGY REBATES	-	-	-	3,300	7,500
1,402	**415,847**	**(414,445)**	**182,471**	**TOTAL OPERATING REVENUES**	**52,867**	**2,047,368**	**(1,994,501)**	**501,796**	**1,140,445**
80	480	(400)	-	**CAPITAL IMPROVEMENT FEE**	1,160	49,530	(48,370)	-	-
11	415	(404)	8	**INTEREST**	333	6,212	(5,879)	22	50
-	-	-	-	**GAIN/LOSS ON SALE OF ASSETS**	-	-	-	-	-
450,200	-	450,200	251,200	**OPERATIONAL SUBSIDY**	1,564,200	318,000	1,246,200	690,800	1,570,000
				CAPITAL IMPROVEMENT FEE BALANCE	**404,041**	**420,885**			

CHARLESTON COLISEUM & CONVENTION CENTER
EXPENDITURE STATEMENT
MARCH 2021

MARCH 2021	MARCH 2020	INCREASE (DECREASE)	MONTHLY BUDGET	EXPENSES	JUL - MAR 2020-2021	JUL - MAR 2019-2020	INCREASE (DECREASE)	YR TO DATE BUDGET	ANNUAL BUDGET
				PERSONNEL COST					
69,768	116,035	(46,267)	97,490	SALARIES & WAGES	497,948	975,999	(478,051)	653,776	961,436
2,962	8,556	(5,594)	6,730	FICA	34,466	71,107	(36,641)	45,130	66,367
15,346	47,654	(32,308)	26,658	MEDICAL & LIFE INSURANCE	153,440	276,098	(122,658)	178,774	262,903
3,827	7,622	(3,795)	6,783	RETIREMENT	44,850	79,472	(34,622)	45,485	66,890
463	1,045	(582)	1,204	DENTAL/OPTICAL	7,458	8,053	(595)	8,075	11,875
(1,730)	(3,810)	2,080	(5,384)	INSURANCE-PAYROLL DEDUCTION	(21,928)	(40,987)	19,059	(36,105)	(53,096)
-	-	-	-	OPEB - CURRENT	-	-	-	-	20,000
90,636	**177,102**	**(86,466)**	**133,480**	**TOTAL PERSONNEL COSTS**	**716,234**	**1,369,742**	**(653,508)**	**895,135**	**1,336,375**
4,905	4,927	(22)	4,157	TELEPHONE	41,831	44,338	(2,507)	27,880	41,000
-	4,575	(4,575)	213	PRINTING	-	7,464	(7,464)	1,428	2,100
54,053	54,417	(364)	53,032	UTILITIES	339,181	448,140	(108,959)	355,640	523,000
-	-	-	-	TRAVEL	-	2,667	(2,667)	-	-
-	-	-	1,085	M&R-BUILDINGS & GROUNDS	679	11,946	(11,267)	7,276	10,700
9	-	9	1,186	M&R-EQUIPMENT	17,741	18,869	(1,128)	7,956	11,700
-	-	-	-	M&R-AUTO/TRUCK	-	-	-	-	-
-	-	-	101	POSTAGE	-	58	(58)	680	1,000
2,923	13,698	(10,775)	13,608	BUILDING & EQUIPMENT RENTAL	29,949	97,776	(67,827)	91,256	134,200
-	1,750	(1,750)	923	ADVERTISING/LEGAL PUBLICATIONS	-	6,952	(6,952)	6,188	9,100
-	-	-	254	TRAINING	-	1,840	(1,840)	1,700	2,500
-	495	(495)	112	DUES & SUBSCRIPTIONS	200	1,497	(1,297)	748	1,100
-	203	(203)	2,477	INSURANCE - WC & UC	21,303	9,144	12,159	16,609	24,425
35,088	10,647	24,441	27,885	INSURANCE	212,814	108,319	104,495	187,000	275,000
34,679	59,412	(24,733)	45,460	CONTRACTED SERVICES	313,425	463,534	(150,109)	304,860	448,323
131,657	**150,124**	**(18,467)**	**150,493**	**TOTAL CONTRACTUAL SERVICES**	**977,123**	**1,222,544**	**(245,421)**	**1,009,221**	**1,484,148**
				COMMODITIES					
6,690	23,037	(16,347)	5,780	MATERIALS & SUPPLIES	32,451	121,478	(89,027)	38,760	57,000
-	99	(99)	101	GAS, OIL, & TIRES	-	1,591	(1,591)	680	1,000
-	304	(304)	1,166	UNIFORMS	-	3,016	(3,016)	7,820	11,500
6,690	**23,440**	**(16,750)**	**7,047**	**TOTAL COMMODITIES**	**32,451**	**126,085**	**(93,634)**	**47,260**	**69,500**
228,983	**350,666**	**(121,683)**	**291,020**	**TOTAL OPERATING EXPENSES**	**1,725,808**	**2,718,371**	**(992,563)**	**1,951,616**	**2,890,023**

Bill No. 7905

Introduced in Council

May 3, 2021

Passed by Council

Introduced by

Adam Knauff

Referred to

Municipal Planning Commission
Planning, Streets, and Traffic

<u>Bill No. 7905</u> – A bill amending the Zoning Ordinance of the City of Charleston, West Virginia, adopted January 1, 2006, as amended, by creating a land category and definition for syringe service program and making it a permitted land use in the PMC - Profession Medical Campus District, CBD - Central Business District, UCD - Urban Corridor District, and CVD - Corridor Village District.

<u>BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA</u>

The Zoning Ordinance for the City of Charleston, West Virginia, effective January 1, 2006, is hereby amended, by creating a land use category and definition for syringe service programs. The new provisions shall read as follow:

1. In Article 2 Definitions, add:

   <u>Syringe Service Program.</u> A harm reduction program that offers hypodermic needles at little or no cost with the intent of reducing the risk factors for blood-borne diseases such as HIV/AIDS and hepatitis.

2. **In Article 3 Establishment of Zoning Districts and Map, add:**

   Sec. 3-050 Permitted Land Uses

LAND USE	R-2	R-4	R-6	R-8	R-10	R-O	C-4	C-8	C-10	C-12	CBD	UCD	CVD	PMC	I-2	I-4	PUD	SUPP.
<u>Syringe Service Program</u>											***<u>P</u>***	***<u>P</u>***	***<u>P</u>***	***<u>P</u>***				

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

Bill No. 7906

Introduced in Council

May 3, 2021

Introduced by

Pat Jones

Passed by Council

Referred to

Municipal Planning Commission
Planning, Streets, and Traffic Committee

Bill No. 7906 - Amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from an I-2 district to a C-10 district, those certain parcels of land situate at 312 21st Street, Charleston, West Virginia.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from an I-2 district to a C-10 district the whole of the following described parcels of land:

> Parcel Nos. 122,155 and 157 as shown on Charleston North (District 10) Tax Map No. 10, and Parcel No. 1. Subject parcels commonly known as 312 21st Street, Charleston, West Virginia. Said tax maps are of record in the Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 27 of this ordinance.

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

<u>Bill No. 7907</u>

Introduced in Council: **Adopted by Council:**

May 3, 2021 ______________________

Introduced by: **Referred to:**

Tiffany Wesley-Plear **Ordinance & Rules**

<u>Bill No. 7907</u> - A BILL to amend and reenact Section 62-3 of the Municipal Code of the City of Charleston, as amended, relating to updating the Charleston Human Rights Ordinance to include protections against discrimination because based on hair textures and protective hairstyles, commonly referred to as CROWN—Create a Respectful and Open World for Natural Hair; and defining terms.

<u>Now, therefore, be it ordained by the Council of the City of Charleston</u>:

That Section 62-3 of the Municipal Code of the City of Charleston be amended and reenacted to read as follows:

CHAPTER 62 – HUMAN RIGHTS.
ARTICLE I – IN GENERAL.
Sec. 62-3. - Definitions.

When used in this chapter:

Age means 40 or above.

Chair means the chair of the Charleston Human Rights Commission.

Commission means the Charleston Human Rights Commission.

Discriminate or *discrimination* means to exclude from, or fail or refuse to extend to, a person equal opportunities because of race, religion, color, national origin, ancestry, sex, age, blindness, handicap, familial status, or sexual orientation and includes "to separate" or "segregate". <u>For the purposes of this chapter, discrimination because of race includes, but is not limited to, discrimination based on hair textures and protective hairstyles historically associated with a particular race.</u>

Employee shall not include any individual employed by his parents, spouse or child, or in the domestic service of any person.

Employer means any person employing 12 or more persons within the city and includes an agent of such person, and its agencies. Provided, that such terms shall not be taken, understood or construed to include a private club, which, in fact, is not open to the public.

Employment agency includes any person regularly undertaking with or without compensation to procure, recruit, refer or place employees. A newspaper engaged in the activity of advertising in the normal course of its business shall not be deemed to be an employment agency.

Familial status means one or more individuals (who have not attained the age of 18 years) being domiciled with:

(1) A parent or another person having legal custody of such individual or individuals; or

(2) The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. Nothing in this definition restricts advertisements of dwellings which are intended and operated for occupancy by older persons and which constitute housing for older persons.

Handicap means a person who:

(1) Has a mental or physical impairment which substantially limits one or more of such person's major life activities; "major life activities" includes functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working;

(2) Has a record of such impairment; or

(3) Is regarded as having such an impairment.

For the purposes of this article "handicap" does not include persons whose current use of or addiction to alcohol or drugs prevents such individual from performing the duties of the job in question or whose employment, by reasons of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

For the purposes of this article, a person shall be considered to be blind only if his central visual acuity does not exceed 20/200 in the better eye with correcting lenses, or if his visual acuity is greater than 20/200 but is occasioned by a imitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees.

Housing accommodations means any building or portion thereof which is used or intended for use as the residence or sleeping place of one or more persons. Nothing contained in this definition or this article shall apply to the rental of a room or rooms in a rooming house occupied by the owner as a place of residence and containing no more than four rented rooms, or rooms to be rented.

Labor organization includes any organization which exists for the purpose, in whole or in part, for collective bargaining or for dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.

Owner shall include the owner, lessee, sublessee, assignee, manager, agents or other person having the right to sell, rent or lease any housing accommodation or real property within the city or any agent of any of these.

Person means one or more individuals, partnerships, associations, organizations, corporations, labor organizations, cooperatives, legal representatives, trustees, trustees in bankruptcy, receivers and other organized groups of persons.

Place of public accommodations means any establishment or person, as defined herein, including the city and any of its affiliated boards and commissions, or any political or civil subdivision thereof, which offers its services, goods, facilities or accommodations to the general public, but does not include any accommodations which are in their nature private.

<u>*Protective hairstyles* include, but are not limited to, hairstyles such as braids, locks, and twists.</u>

Purchaser includes any occupant, prospective occupant, lessee, prospective lessee, renter, prospective renter, buyer or prospective buyer.

Real estate broker includes any person, firm or corporation who, for a fee, commission or other valuable consideration, or by reason of a promise or reasonable expectation thereof, lists for sale, sells, exchanges, buys or rents, or offers or attempts to negotiate a sale, exchange, purchase or rental of real estate or an interest therein, or collects or offers or attempts to collect rent for the use of real estate or solicits for a prospective purchaser, or assists or desists in the procuring of prospects or the negotiation or closing of any transaction which does or is contemplated to result in the sale, exchange, leasing, renting or auctioning of any real estate, or negotiates, offers or attempts or agrees to negotiate a loan secured or to be secured by mortgage or other encumbrance upon transfer of any real estate for others, or any person who, for pecuniary gain or expectation of pecuniary gain, conducts a public or private competitive sale of lands or any interest in lands. In the sale of lots, the term "real estate broker" also includes any person, partnership, association or corporation employed by or on behalf of the owner or owners of lots or other parcels of real estate at a stated salary, or upon a commission, or upon a salary and commission, or otherwise, to sell such real estate, or any parts thereof, in lots or other parcels, and who shall sell or exchange, or offer or attempt or agree to negotiate the sale or exchange of any such lot or parcel of real estate. A newspaper engaged in the activity of advertising in the normal course of its business shall not be deemed to be a real estate broker.

Real estate salesman includes any person who, for compensation, valuable consideration or commission, or other thing of value, or by reason of a promise or reasonable expectation thereof, is employed by and operates under the supervision of real estate broker to sell, buy or offer to buy or negotiate the purchase, sale or exchange of real estate, offers or attempts to negotiate a loan secured or to be secured by a mortgage or other encumbrance upon or transfer of real estate for others, or to collect rents for the use of real estate, or to solicit for prospective purchasers or lessees of real estate, or who is employed by a licensed real estate broker to sell or offer to sell lots or other parcels of real estate, at a stated salary, or upon a commission, or upon a salary and commission, or otherwise, to sell real estate, or any parts thereof, in lots or other parcels.

Real property includes real estate, lands, leaseholds, commercial or industrial buildings and any vacant land offered for sale or rent on which the construction of a housing accommodation, commercial or industrial building is intended, and any land operated as a trailer camp or rented or leased for the use, parking or storage of mobile homes or house trailers.

Rooming house means a house or building where there is one or more bedrooms which the proprietor can spare for the purpose of giving lodgings to such persons as he chooses to receive.

Sexual orientation means actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity, appearance, or behavior of an individual, with or without regard to the individual's assigned sex at birth.

Unlawful discriminatory practices includes only those practices specified in section 62-81.

Bill No. 7908

Passed by Council:

Introduced in Council

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May 3, 2021

Introduced by:

Referred to:

Tiffany Wesley-Plear

Planning, Streets and Traffic

Bill No. 7908 - A Bill to establish a one-way street on 2nd Avenue from Florida Street to Bream Street by prohibiting vehicular traffic from traveling in an easterly direction and modifying existing and/or adding necessary traffic control devices and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

Section 1. A Bill to establish a one-way street on 2nd Avenue from Florida Street to Bream Street by prohibiting vehicular traffic from traveling in an easterly direction and modifying existing and/or adding necessary traffic control devices

Section 2. The Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are amended, to conform to this Ordinance.

Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby repealed to the extent of said inconsistency.

Bill No. 7909

Introduced in Council: **Adopted by Council:**

May 3, 2021 ________________________

Introduced by: **Referred to:**

Joseph Jenkins, Chad Robinson And Mary Beth Hoover **Finance Committee**

Bill No. 7909 - A BILL to amend and reenact Sections 2-554 and 2-556 of the Municipal Code of the City of Charleston, as amended; and to repeal Section 82-4 of said code, all relating to providing that the schedule of rates and fees for the Charleston Coliseum and Convention Center shall be approved by City Council by resolution; removing the listing of rates from the parks and recreation chapter of code; clarifying that capital improvement fees shall continue; and removing the requirement that the rates be posted on the convention center website.

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

That Sections 2-554 and 2-556 of the Municipal Code of the City of Charleston, as amended, shall be amended and reenacted; and that Section 82-4 of said code shall be repealed, all to read as follows:

CHAPTER 2 – ADMINISTRATION.
ARTICLE VII – BOARDS, COMMITTEES AND COMMISSIONS.
DIVISION 3. – CHARLESTON COLISEUM AND CONVENTION CENTER/MUNICIPAL AUDITORIUM BOARD.
Sec. 2-554. – Finances; capital improvement fees.

(a) All revenue derived from the use and operation of the Charleston Coliseum and Convention Center and the Auditorium shall be paid into the city treasury, in a special fund dedicated to the Charleston Coliseum and Convention Center and the Auditorium. All expenditures from the special fund shall be requisitioned and accounted for in the same manner as general fund expenditures, and pursuant to all of the purchasing requirements of article IV of this chapter.

(b) In addition to the revenue from the rates for rentals, there shall also be assessed capital improvement fees for the Charleston Coliseum and Convention Center and the Auditorium. Revenue from these capital improvement fees shall be deposited in a separate special fund for the facility where the fee was generated and is to be used to fund building improvements and renovation, repair or replacement of equipment or mechanical systems at each respective facility that are not normally provided for in current fiscal year operating budgets. Items costing less than $15,000.00 will be funded from the operating budgets unless they are unexpected. The capital improvement funds are not intended to be used to fund ordinary maintenance and repairs. The capital improvement funds are not considered to be in lieu of ordinary maintenance and capital improvement items historically included in the Coliseum and Convention Center or Auditorium budgets.

Sec. 2-556. - Schedule of rates, rentals and other charges for use of services and facilities.

(a) A true copy of the schedule of fees, rates and charges for the use of the Charleston Coliseum and Convention Center and the Auditorium, as approved by the city council pursuant to the provisions of section 2-553, shall be maintained on file in the office of the Charleston Coliseum and Convention Center/Municipal Auditorium Board or the general manager of the Charleston Coliseum and Convention Center and Auditorium ~~and on the Charleston Coliseum and Convention Center's website~~.

(b) All fees, rates and charges for the use of the Charleston Coliseum and Convention Center and the Auditorium established or approved by the city council and in effect immediately prior to the effective date of this Code are continued in full force and effect until such time as new fees, rates and charges are determined, prescribed and approved by resolution of City Council pursuant to the provisions of section 2-553~~, as set forth in chapter 82, article 1, section 82-4, Schedule of rates and rentals~~.

CHAPTER 82 – PARKS AND RECREATION.

ARTICLE 1 – IN GENERAL.

~~**Sec. 82-4. - Schedule of rates and rentals.**~~

~~(a) The following schedule of rates and rentals shall apply for the use of the services and facilities of the Municipal Auditorium and the Charleston Coliseum and Convention Center, owned and operated by the city, including any additions, extensions or improvements:~~

~~(1) Municipal Auditorium (3,483 permanent seats):~~

~~a. Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater .....$1,500.00~~

~~b. Regular rehearsal .....$800.00~~

~~c. Cultural rate .....$1,200.00~~

~~d. Cultural rehearsal .....$700.00~~

~~e. Preceding rates for the Municipal Auditorium include only space, air conditioning and janitorial services.~~

~~f. Qualified technicians, approved by the center, are required for handling all lighting, sound and stage at the lessees cost.~~

~~g. In addition to the rates set forth in this subsection (1), a capital improvement fee will be imposed upon the event ticket price as follows:~~

~~$0.00—$9.99 .....$0.00~~

~~$10.00—$19.99 .....$1.00~~

~~$20.00—$39.99 .....$1.50~~

~~$40.00 and up .....$2.00~~

~~A fee of $50.00 will be imposed for all full day rentals not qualifying under ticket fees.~~

~~h. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Municipal Auditorium. Such special fund to be established and maintained by the city.~~

~~(2) Coliseum (seats up to 13,500 concerts, 12,500 basketball):~~

~~a. Regular rental rate (all usuage except those qualifying under b., c., per day or evening—or 12 percent of gross admissions, after taxes, whichever is greater .....$5,000.00~~

~~b. Local charitable and cultural events as approved by the Charleston Coliseum and Convention Center/Municipal Auditorium Board, per day or evening .....$3000.00~~

~~c. Exhibit shows (using floor space) .....$3,950.00~~

~~d. The preceding rates for Coliseum are for space rentals and include heat, air conditioning, lights and janitorial services.~~

~~e. In addition to the rates set forth in this subsection (2), a capital improvement fee will be imposed upon the event ticket price as follows:~~

~~$0.00—$9.99 .....$0.00~~

~~$10.00—$19.99 .....$1.00~~

~~$20.00—$39.99 .....$1.50~~

~~$40.00 and up .....$2.00~~

~~For rentals not qualifying under ticket fees .....$50.00~~

~~f. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.~~

~~(3) a. Meeting rooms Coliseum:~~

~~Parlor A (1,469 sq. ft.) .....$325.00~~

~~Parlor B (1,320 sq. ft.) .....$325.00~~

~~Parlor C (1,320 sq. ft.) .....$325.00~~

~~Parlor D (2,700 sq. ft.) .....$375.00~~

~~Parlors A—D Combined .....$1,250.00~~

~~b. Preceding rates for meeting rooms include heat, air conditioning, lights and janitorial services.~~

~~c. In addition to the rates set forth in this subsection (3), a capital improvement fee of $5.00 will be imposed upon the rental rate. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.~~

~~(4) Exhibition Hall:~~

~~a. Grand Hall (50,086 sq. ft.), daily rate)—or 12 percent of gross ticket sales after taxes whichever is greater .....$4,000.00~~

~~b. North or South Hall (19,285 sq ft.)—or 12 percent of gross ticket sales after taxes whichever is greater .....$1,600.00~~

~~c. West Hall I or II (5,767 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater .....$475.00~~

~~d. Conference rooms: .....~~

~~Room 202 (971 sq. ft.) .....$325.00~~

~~Room 203 (971 sq. ft.) .....$325.00~~

~~Room 204 (971 sq. ft.) .....$325.00~~

~~Room 205 (971 sq. ft.) .....$325.00~~

~~Rooms 202—205 combined (3,884 sq. ft.) .....$1,100.00~~

~~Room 206 .....$225.00~~

~~Room 210 (1,190 sq. ft.) .....$400.00~~

~~Room 211 (860 sq. ft.) .....$300.00~~

~~Room 212 (1,130 sq. ft.) .....$400.00~~

~~Room 213 (1,115 sq. ft.) .....$400.00~~

~~Room 214 (1,140 sq. ft.) .....$400.00~~

~~Room 215 (1,390 sq. ft.) .....$400.00~~

~~Room 216 (1,310 sq. ft.) .....$400.00~~

~~Room 217 (1,225 sq. ft.) .....$475.00~~

~~Rooms 212—214 combined (3,385 sq. ft.) .....$1,000.00~~

~~Rooms 215—217 combined (3,925 sq. ft.) .....$1,100.00~~

~~e. Ballroom: .....~~

~~1.Friday and Saturday rates: .....~~

~~Ballroom (25,000 sq. ft.) .....$15,000.00~~

~~Ballroom A (3,666 sq. ft.) .....$2,500.00~~

~~Ballroom B (3,666 sq. ft.) .....$2,500.00~~

~~Ballroom C (7,333 sq. ft.) .....$5,000.00~~

~~Ballroom D (3,666 sq. ft.) .....$2,500.00~~

~~Ballroom E (3,666 sq. ft.) .....$2,500.00~~

~~Ballroom A and B Combined (7,332 sq. ft.) .....$5,000.00~~

~~Ballroom D and E Combined (7,332 sq. ft.) .....$5,000.00~~

~~2.Sunday through Thursday rates: .....~~

~~Ballroom (25,000 sq. ft.) .....$12,000.00~~

~~Ballroom A (3,666 sq. ft.) .....$2,000.00~~

~~Ballroom B (3,666 sq. ft.) .....$2,000.00~~

~~Ballroom C (7,333 sq. ft.) .....$4,000.00~~

~~Ballroom D (3,666 sq. ft.) .....$2,000.00~~

~~Ballroom E (3,666 sq. ft.) .....$2,000.00~~

~~Ballroom A and B Combined (7,332 sq. ft.) .....$4,000.00~~

~~Ballroom D and E Combined (7,332 sq. ft.) .....$4,000.00~~

~~f. The preceding rates for exhibition halls, conference rooms, and ballrooms are for space rentals and include heat, air conditioning, lights and janitorial services.~~

~~g. In addition to the rates set forth in this subsection (3), a capital improvement fee in accordance with the following schedule will be imposed upon the rental rate:~~

~~Grand Hall .....$50.00~~

~~North or South Hall .....$25.00~~

~~West Halls I or II, each .....$25.00~~

~~Ballroom A—E, combined .....$100.00~~

~~Ballroom A—E, each .....$25.00~~

~~Conference Rooms, each .....$5.00~~

~~h. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.~~

~~(5) Civic theater (738 permanent seats):~~

~~a. Regular rate, per day or evening—or ten percent of gross admissions, after taxes, whichever is greater. .....$750.00~~

~~b. Regular rehearsal .....$400.00~~

~~c. Cultural rate .....$500.00~~

~~d. Cultural rehearsal .....$200.00~~

~~e. Meeting rate (less than four consecutive hours, no access to stage) .....$500.00~~

~~f. The preceding rates for the Civic Theater include only space, heating, air conditioning and janitorial services.~~

~~g. Qualified technicians, approved by the center, are required for handling all lighting, sound and staging at the lessee's cost.~~

~~h. In addition to the rates set forth in this subsection (5), a capital improvement fee of $25.00 will be imposed upon the rental rate for the full rental or cultural performances only. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.~~

~~(b) The fees used to establish the capital improvement funds for the Charleston Coliseum and Convention Center (CCCC) and the Municipal Auditorium (MA) are to be used to fund CCCC and MA building improvements and renovation, repair or replacement of equipment or mechanical systems that are not normally provided in standard operating budgets. Items costing less than $15,000.00 will be funded from standard operating budgets unless they are unexpected. The capital improvement funds are not intended to be used to fund ordinary maintenance and repairs. The capital improvement funds are not considered to be in lieu of ordinary maintenance and capital improvement items historically included in the CCCC and MA budgets.~~

~~(c) Special arrangements and exceptional conditions, which call for a different fee or rate to be charged than what is specified in this ordinance, may be negotiated by the manager subject to board approval.~~

~~(d) All other rates, fees, rentals and other charges incidental to the operation of the CCCC and MA facilities shall be set and approved by the Charleston Coliseum and Convention Center Auditorium Board, pursuant to the provisions of section 2-553 of the Code of the City of Charleston.~~

Bill No. 7910

Passed by Council:

Introduced in Council

____

May 3, 2021

Introduced by:

Referred to:

Tiffany Wesley-Plear

Planning, Streets and Traffic

Bill No. 7910 - A Bill to establish a one-way street on Russell Street from Grant Street to 1st Avenue by prohibiting vehicular traffic from traveling in a northerly direction and modifying existing and/or adding necessary traffic control devices and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

Section 1. A Bill to establish a one-way street on Russell Street from Grant Street to 1st Avenue by prohibiting vehicular traffic from traveling in a northerly direction and modifying existing and/or adding necessary traffic control devices

Section 2. The Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are amended, to conform to this Ordinance.

Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby repealed to the extent of said inconsistency.