



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
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Charleston, West Virginia 25303
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Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, June 7, 2021
6:00 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 5-17-2021

II. RESOLUTIONS:

- a. Resolution No. 483-21 – Granting the Woodbridge Homeowner’s Association Right-of-Way Privileges for the purpose of installing and maintaining private road signs within the Woodbridge subdivision.
- b. Resolution No. 484-21 - Authorizing the Mayor or City Manager to submit an application to The Greater Kanawha Valley Foundation under the Charleston West Side Initiative Program for a new park installation at the corner of Washington Street West and Beatrice Streets.
- c. Resolution No. 486-21 - Authorizing the Mayor or City Manager to enter into a contract for the creation of a unique City of Charleston themed postcard mural.
- d. Resolution No. 487-21 – Approving a revised schedule of fees, rates, and charges relating to the use of the Charleston Coliseum & Convention Center and the Municipal Auditorium.
- e. Resolution No. 488-21 - Authorizing the Mayor or City Manager to enter into an agreement with OptumRx to serve as the City's Retiree Plan Pharmacy Benefit Manager for the period of July 1, 2021 through June 30, 2024.
- f. Resolution No. 489-21 - Authorizing approval of Amendment No. 8 of the FY 2020-2021 General Fund Budget as indicated on the attached list of accounts.

- g. Resolution No. 490-21 - Authorizing the Mayor or City Manager to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables.
- h. Resolution No. 491-21 - Authorizing a contract to provide event pyrotechnic effects services for the City of Charleston's 2021 Fourth of July celebration.

III. THE AGENDA WAS AMENDED 6-3-2021

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

MINUTES
FINANCE COMMITTEE MEETING
6:00 P.M., MAY 17, 2021
CHARLESTON COLISEUM AND CONVENTION CENTER*

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:00 p.m., May 17, 2021.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Ben Adams
Brent Burton
Mary Beth Hoover
Will Laird

Members Absent:
Becky Ceperley

*In response to the COVID-19 pandemic, the meeting of the Finance Committee was held at the Charleston Coliseum and Convention Center for members and panelists. The meeting was made available to the public as a live stream via Zoom (per the agenda).

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the May 3, 2021 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 467-21 – Approving, pursuant to Municipal Code § 22-35, a revised schedule of prices relating to the costs of internment and other services at the Spring Hill Cemetery Park, as recommended by the Spring Hill Cemetery Park Commission and reflected in Exhibit A attached hereto.

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

That, pursuant to Municipal Code § 22-35, the revised schedule of prices relating to the costs of internment and other services at the Spring Hill Cemetery Park, as recommended by the Spring Hill Cemetery Park Commission and reflected in Exhibit A attached hereto, is approved.

City Manager, Jonathan Storage added that at the last meeting, the Committee approved the removal of the rates from City Code. The rates listed in the resolution are from the recommendation of the Spring Hill Cemetery Board. Superintendent of Spring Hill Cemetery, Larry Ford, added that the current rates have been in effect since 2013. The proposed rate increase will still be below industry standard.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 467-21 approved.

Spring Hill Cemetery Park	Pricing	Tax	Total	2nd Right	Tax	Total
Capito -Woods lots A-K (Flat Markers Only)	\$ 1,050.00			\$ 525.00		
Capito -Woods lots L- T Upright markers allowed	\$ 1,350.00			\$ 675.00		
Willow Lawn J (Flat markers only)	\$ 1,200.00			\$ 600.00		
Woods Section 3 monuments Allowed	\$ 1,350.00			\$ 675.00		
Cremation lots Lynn sec 1 flat markers	\$ 525.00					
(Cremation) Ground burial required vault	\$ 300.00	\$ 14.00	\$ 314.00			
Open and Closing infants under 2 yrs Free		This does not include extra				
Full Burial				Week -end		
Open and closing	\$ 1,500.00			\$ 1,800.00		
Vault setting Fee	\$ 150.00	\$ 10.50		\$ 150.00	\$ 10.50	
Tent and chairs	\$ 225.00	\$ 15.75		\$ 225.00	\$ 15.75	
Total	\$ 1,875.00	\$ 26.25	\$ 1,901.25	\$ 2,175.00	\$ 26.25	\$ 2,201.25
				Week -end		
Cremations						
Open and Closing	\$ 600.00			\$ 750.00		
Cremation Vault	\$ 300.00	\$ 21.00		\$ 300.00	\$ 21.00	
Tent and Chairs	\$ 225.00	\$ 15.75		\$ 225.00	\$ 15.75	
Total	\$ 1,125.00	\$ 36.75	\$ 1,161.75	\$ 1,275.00	\$ 36.75	\$ 1,311.75
				Week -end		
Second Right of Interment						
1/2 of Cost of the lot		PLUS 1/2 OF LOT PRICE			PLUS 1/2 OF LOT PRICE	
Open and Closing	\$ 600.00			\$ 750.00		
Cremation Vault	\$ 300.00	\$ 21.00		\$ 300.00	\$ 21.00	
Tent and chairs	\$ 225.00	\$ 15.75		\$ 225.00	\$ 15.75	
Total	\$ 1,125.00	\$ 36.75	\$ 1,161.75	\$ 1,275.00	\$ 36.75	\$ 1,311.75

- b. Resolution No. 471-21 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$84,000 and administer any funds awarded. These funds will provide partial salary reimbursement for the three Charleston Police Department Prevention Resource Officers (PRO) assigned to George Washington High School, West Side Middle School and Capital High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$84,000 and administer any funds awarded. These funds will provide partial salary reimbursement for the three Charleston Police Department Prevention Resource Officers (PRO) assigned to George Washington High School, West Side Middle School and Capital High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

Storage added that the resolution is a renewal of a grant application that is submitted each year for three Prevention Resource Officers. The match is from the regular salary.

Councilmember Jenkins added that the program is probably one of the better ones in the State, and they have received several recognitions for that.

Councilmember Laird added that he has not always been comfortable with this program. While he is pro law enforcement, and intends to vote for the resolution, he wished to voice concerns to see if there was interest in having a conversation over whether or not it was entirely necessary to have law enforcement officers in schools. There is evidence to suggest that low level offenses are quickly escalated, and that it adversely impacts minorities.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 471-21 approved.

- c. Resolution No. 472-21 - 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.

Storage added that in order to provide the PROs, there must be an MOU with the Kanawha County Board of Education.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 472-21 approved.

- d. Resolution No. 473-21 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$112,000 and administer any funds awarded. These funds will provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro, St. Albans and South Charleston Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$112,000 and administer any funds awarded. These funds will provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro, St. Albans and South Charleston Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

Storage added that the grant allows up to \$28,000 per officer as the max reimbursement.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 473-21 approved.

- e. Resolution No. 474-21 - Confirming the enactment of Bill No. 7903, confirming publication of Notice of Public Hearing and confirming public hearing regarding the issuance of sales tax refunding revenue bonds (Coliseum and Convention Center Project), Series 2021, in one or more series, and declaring that Bill No. 7903 is in effect.

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

That the enactment of Bill No. 7903 is confirmed, the publication of Notice of Public Hearing is confirmed and the public hearing regarding the issuance of sales tax refunding revenue bonds (Coliseum and Convention Center Project), Series 2021, in one or more series is confirmed, and that Bill No. 7903 is in effect.

Bond Counsel, Amy Condaras, added that the resolution had been previously enacted as an ordinance, and notice of a public hearing had been published twice in the local paper. Pursuant to State law, there must be a resolution approving the enactment of the ordinance.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 474-21 approved.

- f. Resolution No. 475-21 - Authorizing the Mayor or City Manager to enter into the Stadium License, Lease and Service Termination Agreement with West Virginia Baseball LLC that includes the waiver of the net outstanding balance owed to the City of \$354,135.95. This balance represents the License Fee, as amended, accumulated during the period of the COVID-19 public health emergency, less the maintenance contribution to the team accumulated during the same period. The City Auditor is directed to consider this waiver in the financial statements for fiscal year 2021, including the amount of the waiver attributable to a prior fiscal year carried forward as an account receivable.

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 the Stadium License, Lease and Service Termination Agreement with West Virginia Baseball LLC that includes the waiver of the net outstanding balance owed to the City of \$354,135.95. This balance represents the License Fee, as amended, accumulated during the period of the COVID-19 public health emergency, less the maintenance contribution to the team accumulated during the same period. The City Auditor is directed to consider this waiver in the financial statements for fiscal year 2021, including the amount of the waiver attributable to a prior fiscal year carried forward as an account receivable.

Storage added that West Virginia Power had been sold to a new owner, so the proposed resolution is necessary. The resolution wraps up some outstanding debt obligations from the previous owners.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 475-21 approved.

- g. Resolution No. 476-21 - Authorizing the Mayor or City Manager to enter into a Stadium License, Lease and Service Agreement with Charleston Professional Baseball Company, LLC, for the use of the professional baseball stadium facilities commonly known as Appalachian Power Park for a period of five years according to the terms of the agreement attached hereto as Exhibit A.

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 Stadium License, Lease and Service Agreement with Charleston Professional Baseball Company, LLC, for the use of the professional baseball stadium facilities commonly known as Appalachian Power Park for a period of five years according to the terms of the agreement attached hereto as Exhibit A.

Storage added that the resolution is for a lease with the new owners of the baseball team, Charleston Professional Baseball Company, LLC. The new lease is largely similar to the previous one, with a term of five years.

Councilmember Jenkins asked what some of the major differences between the two leases were. Storage replied that the rent payment is a little higher than previously, there is a max cap on the City's contribution to utilities and there are limitations on the naming rights.

Councilmember Jenkins asked if the team was likely to be renamed. Mary Nixon, VP of Charleston Professional Baseball Company, replied that the name will remain for at least the rest of the current season, but will likely change.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 476-21 approved.

- h. Resolution No. 477-21 - Authorizing the Mayor or City Manager to enter into a contract with Mead & Hunt, Inc., in the amount of \$109,934 for the provision of contract administration and quality assurance/quality control services for the Slack Plaza / City Center construction project, where the company was selected through a committee shortlist and interview process detailed in Municipal Code § 3-15.

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 Mead & Hunt, Inc., in the amount of \$109,934 for the provision of contract administration and quality assurance/quality control services for the Slack Plaza / City Center construction project, where the company was selected through a committee shortlist and interview process detailed in Municipal Code § 3-15.

Storage added that the Administration conducted a consultant selection process that comprised of publishing a request for expressions of interest, and the six responses were narrowed down to three and those were interviewed by a selection committee. They then entered into price negotiations with the highest scoring applicant, Mead & Hunt, who will be there for the life of the project.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 477-21 approved.

- i. Resolution No. 478-21 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding (MOU) with other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one-year period starting July 1, 2021, and ending June 30, 2022.

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 Memorandum of Understanding (MOU) with other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one-year period starting July 1, 2021, and ending June 30, 2022.

Storage added that the resolution is for the MOU between all of the agencies that comprise MDENT.

Councilmember Jenkins asked if there were any differences from prior years. Storage replied that there were not.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 478-21 approved.

- j. Resolution No. 479-21 - Authorizing the Mayor or City Manager to renew a software license and maintenance agreement with Aztecs Systems, LLC, for a period of three years—at a cost not to exceed \$25,000 per year—in order to continue the use of the Cityworks asset management system, which is used daily by the Public Works Department, Traffic Engineering Department, and Engineering Department. The Software License & Maintenance Agreement is attached as Exhibit A.

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

That the Mayor or City Manager is authorized to renew a software license and maintenance agreement with Aztecs Systems, LLC, for a period of three years—at a cost not to exceed \$25,000 per year—in order to continue the use of the Cityworks asset management system, which is used daily by the Public Works Department, Traffic Engineering Department, and Engineering Department. The Software License & Maintenance Agreement is attached as Exhibit A.

Storage added that the system is used by many Departments within the City, mostly by Public Works. He added that it is used to keep a record of services to vehicles, work hours of mechanics and costs for all equipment etc.

Councilmember Jenkins asked if the software also tracked the City's real estate. Storage replied that he did not believe that it did.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 479-21 approved.

- k. Resolution No. 480-21 - Appointing an Audit Committee in accordance with the West Virginia State Auditor's Office Chief Inspector Division Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments for the purposes of procuring audit services and overseeing any correction associated with any audit findings or concerns. The committee shall be made up by those serving in the positions of Council Finance Committee Chairman, City Auditor, Assistant City Auditor, City Manager, and Finance Director. The appointments are effective for a period ending June 30, 2023. The City Auditor shall serve as the primary contact for the audit procurement process.

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

That there is hereby appointed an Audit Committee for the purposes of procuring audit services and overseeing any correction associated with any audit findings or concerns. The committee shall be made up by those serving in the positions of Council Finance Committee Chairman, City Auditor, Assistant City Auditor, City Manager, and Finance Director. The appointments are effective for a period ending June 30, 2023. The City Auditor shall serve as the primary contact for the audit procurement process.

Storage added that WV State Auditor's Office requires a single audit to either go through their office or have the City form an audit committee to help procure an auditing firm and assist with any audit findings or concerns.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 480-21 approved.

- I. Resolution No. 481-21 - Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction in the amount of \$559,750.00 for concrete street repair work, where the cost was determined through a competitive bidding process and the low bidder qualified for local vendor preference.

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 McClanahan Construction in the amount of \$559,750.00 for concrete street repair work, where the cost was determined through a competitive bidding process and the low bidder qualified for local vendor preference.

Storage added that a vendor for concrete street repair was chosen through a competitive bidding process.

Councilmember Laird requested that attention be paid to several concrete roads in Kanawha City.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 481-21 approved.

**Concrete Street Repair
Bid Opening Date 5/12/21**

			McClanahan Construction 744 Poca Road WV 25159 304-766-3355 Bruce@mcclanahanconstruction.com		Gracie Marker & Sons 1119 Jefferson Road South Charleston WV 25309 304-7440590 grmarkersons@aol.com		Jim Construction PO Box 3926 Charleston WV 25339 304-3437448 russkerkes@suddenlinkmail.com	
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Item 3.01 Mobilization	LS	1	\$25,730.00	\$25,730.00	\$5,000.00	\$5,000.00	\$47,000.00	\$47,000.00
Item 3.02 Aggregate Base	TON	550	\$135.00	\$74,250.00	\$75.00	\$41,250.00	\$175.00	\$96,250.00
Item 3.03 Class K Portland Cement Concrete Pavement	CY	650	\$608.00	\$395,200.00	\$845.00	\$549,250.00	\$1,308.00	\$850,200.00
Item 3.04 Integral Rolled Concrete Curb	LF	1200	\$8.00	\$9,600.00	\$35.00	\$42,000.00	\$24.00	\$28,800.00
Item 3.05 Concrete Curb and Gutter	LF	200	\$55.00	\$11,000.00	\$75.00	\$15,000.00	\$147.00	\$29,400.00
Item 3.06 Diamond Grinding	SY	1000	\$44.00	\$44,000.00	\$20.00	\$20,000.00	\$32.00	\$32,000.00
Base Bid Total			\$559,780.00		\$672,500.00		\$1,083,650.00	
Local Vendor Preference (4%)			(\$5,000) \$554,780.00		(\$5,000) \$667,500.00		(\$5,000) \$1,078,650.00	

- m. Resolution No. 482-21 - Authorizing the Mayor to sign and submit to the West Virginia Development Office a CDBG-DR application, in the amount of \$5,000,000., including all understandings and assurances contained therein, and directing and authorizing the MOECD Director as the official representative of the applicant to act in connection with the application and provide such additional information as may be required.

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 West Virginia Development Office a CDBG-DR application, in the amount of \$5,000,000., including all understandings and assurances contained therein, and directing and authorizing the MOECD Director as the official representative of the applicant to act in connection with the application and provide such additional information as may be required.

Andy Backus, Director of MOECD, added that the grant is in response to the RISE WV Economic Development Program to long-term recovery needed as a result of the 2016 flooding. The City will apply for the maximum allowable award; matching funds are not required. They intend to focus on Downtown to pave concrete streets and sidewalks, stormwater management, streetscape and landscape.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 482-21 approved.

- n. 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 usage 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.~~

Storage added that the bill comes from the recommendation of the Coliseum and Convention Center/Municipal Auditorium Board to remove the codification of the rates to allow the board to make recommendations to be adopted by resolution.

Patrick Leahy added that goal is to get the Convention Center to an industry standard. A range of pricing is proposed to be flexible.

Councilmember Laird asked if this was related to dynamic ticket pricing. Leahy replied that ticket pricing was determined by the producer of the show.

Councilmember Jenkins confirmed that Council will still be approving any future proposed price changes. He speculated if perhaps it was better to give the Board that authority. Leahy added that the ranges approved by Council would provide enough flexibility.

Councilmember Reishman moved to approve the Bill. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Bill No. 7909 approved.

III. MISCELLANEOUS:

Councilmember Jenkins added that this was the first meeting in which those who are vaccinated can choose to not wear a mask.

Councilmember Reishman, referring to Resolution No. 471-21, stated that he would be uncomfortable changing the PRO Officers unless he was able to receive input from the principals etc. Councilmember Laird agreed.

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.

Resolution No. 483-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 483-21 – A Resolution granting the Woodbridge Homeowner’s Association
2 Right-of-Way Privileges for the purpose of installing and maintaining private road signs within
3 the Woodbridge subdivision. Further, the Mayor is hereby authorized to execute the Private
4 Sign on Public Right-of-Way Authorization and Agreement attached as Exhibit A hereto.

5

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

7

8 That the Woodbridge Homeowner’s Association is hereby granted Right-of-Way Privileges for
9 the purpose of installing and maintaining private road signs within the Woodbridge
10 subdivision. Further, the Mayor is hereby authorized to execute the Private Sign on Public
11 Right-of-Way Authorization and Agreement attached as Exhibit A hereto.

PRIVATE SIGN ON PUBLIC RIGHT-OF-WAY AUTHORIZATION AND AGREEMENT

This Agreement, is made this ____ day of _____ 2021, by and between the CITY OF CHARLESTON, WEST VIRGINIA, party of the first part (“Grantor”) and, the Woodbridge Homeowner’s Association, its agents and contractors, party of the second part, (“Grantee”).

WITNESSETH: Acknowledging that the Private Road Signs within the Woodbridge Subdivision, as an established community with a homeowner’s association that has approved and supported the request of maintaining and installing Private Road Signs, which benefits the public, and for other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee certain Right-of-Way Privileges on certain lands of Grantor situated in the City of Charleston, Kanawha County, West Virginia, on the Woodbridge Subdivision, being more particularly described in the map showing the installation and maintenance agreement areas, which is attached hereto as Exhibit A and made a part of this agreement (the “Subdivision”).

The said Right-of-Way Privileges hereby granted, which are subject to review and approval by the City of Charleston Traffic, Parking and Transportation Department prior to installation, are for the sole purpose of maintaining and installing Private Road Signs located on the Property. The “Right-of-Way Privileges” are defined as permission to enter the Property to install the road signs, including, but not limited to, paying for the installation and routine maintenance of the signs, removal of any public signs or other obstructions that may interfere with the installation of Private Road Signs, provided that Grantee shall return to the City any public signs removed with City approval, and shall restore any and all areas disturbed to satisfaction of Grantor upon completion of maintenance work.

It shall be Grantee’s obligation to repair and/or replace while also routinely maintaining the Private Road Signs, with such duties being performed in a good and workmanlike manner and conform to all applicable Federal, State, City laws, including, but not limited to, those located in Chapter 114 Article IV of the Code of the City of Charleston, West Virginia. Grantee shall ensure that the Private Road Signs do not result in problems related to safety, confusion, undue burden, or inconvenience to the City, or its residents. Grantee, and its successors and assigns, on behalf of itself, its agents and contractors, shall hold harmless, indemnify, and defend Grantor from and against any and all claims, actions, damages or other

liabilities arising from or related in any way to the location, construction, operation, use, maintenance, repair or replacement of the Private Road Signs, and in the event of damage to any property of the City, shall promptly reimburse the City for all reasonable costs and expenses of any character upon Grantee's receipt of a demand for reimbursement. In the event that any or all Private Road Signs cease to comply with all applicable Federal, State, City laws and regulations, or become unsafe, and Grantee or any successor fails after notice to make all necessary repairs or other necessary actions, the agreement shall cease, terminate and be of no further effect, and Grantee shall, upon receiving written notice from Grantor, immediately and at Grantee's solo expense, remove the Private Road Signs from Grantor's property. Furthermore, in the event that Grantor should have a public need for the Property affected by the agreement provided herein, including any or all areas on which the Private Road Signs are located, Grantor may in its sole discretion terminate the agreement by providing written notice to Grantee and may, at Grantor's expense, remove any or all Private Road Signs from the Property.

Grantor and Grantee intend for this agreement and the obligations contracted herein to run with the Property perpetually unless and until extinguished in accordance with the terms of this instrument or expressly extinguished by Grantee or Grantor by another recorded writing. The Grantor and Grantee otherwise acknowledge the Grantor agrees to encumber the Property expressly with the aforementioned rights granted to the Grantee.

[signatures follow]

[remainder of page intentionally blank]

WITNESS the following signature(s) executing this PRIVATE SIGN ON PUBLIC RIGHT-OF-WAY AUTHORIZATION AND AGREEMENT:

Date: _____

Amy Shuler Goodwin, Mayor
Authorized agent of Grantor

T. W. Cox, President of Woodbridge HOA
Authorized agent of Grantee

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by
Amy Shuler Goodwin, Mayor of the City of Charleston, authorized agent of Grantor. My commission
expires on _____.

(Notary Seal)

Notary Public Signature

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by
T. W. Cox, President of Woodbridge Homeowner's Association, authorized agent of Grantee. My
commission expires on _____.

(Notary Seal)

Notary Public Signature

EXHIBIT A



Resolution No. 484-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

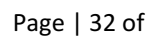
1 Resolution No. 484-21 – Authorizing the Mayor or City Manager to submit an application to
2 The Greater Kanawha Valley Foundation under the Charleston West Side Initiative Program in
3 the amount of \$30,000 and administer any funds awarded. These funds will be used for a new
4 park installation to include basketball courts, playground and parking area at the corner of
5 Washington Street West and Beatrice Streets.

6

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

8

9 That the Mayor or City Manager is hereby authorized to submit an application to The Greater
10 Kanawha Valley Foundation under the Charleston West Side Initiative Program in the amount
11 of \$30,000 and administer any funds awarded. These funds will be used for a new park
12 installation to include basketball courts, playground and parking area at the corner of
13 Washington Street West and Beatrice Streets.



Resolution No. 486-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 486-21 – Authorizing the Mayor or City Manager to enter into a contract with
2 Greetings Tour, Inc., in an amount not to exceed \$27,000 for the creation of a unique City of
3 Charleston themed postcard mural to be installed on City property under the supervision of
4 the Director of Public Art.

5

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

7

8 That the Mayor or City Manager is authorized to enter into a contract with Greetings Tour, Inc.,
9 in an amount not to exceed \$27,000 for the creation of a unique City of Charleston themed
10 postcard mural to be installed on City property under the supervision of the Director of Public
11 Art.

A white and yellow Greetings From RV is driving on a paved road that winds through a vibrant desert landscape. The hills are painted in various colors like red, orange, yellow, and green, resembling a postcard mural. The sky is clear and blue.

GREETINGS TOUR

POSTCARD MURALS ACROSS AMERICA

OUR STORY

MISSION

Greetings Tour is a nationwide mural project creating interactive & timeless landmarks through public art. Using the classic large letter postcard style, our artwork captures the pride of locals for their hometowns and sparks the interests of visitors alike. At each stop, we collaborate with local artists, businesses and residents to create a piece of true public art art that engages the local community.

Muralist Victor Ving and photographer Lisa Beggs have been traveling full time in their RV since leaving New York City in 2015. To date, the artist duo have completed a total of 50+ murals across 25+ different states continuing their mission to create their colorful & photogenic artwork in all 50 states and eventually taking the project to an international level!





ABOUT US

BEHIND THE SCENES



VICTOR VING

Muralist Victor Ving is a former NYC graffiti artist who now utilizes his aerosol art experience to create public artworks for communities across America. He is the founder of Mural Artist Collective & Graffiti Arts creative agencies specializing in graffiti, street art and large scale murals.



LISA BEGGS

Lisa Beggs is a traveling photographer living full-time on the road since 2015. After studying Commercial Photography and Dance at Ohio University, she moved to New York City where she began shooting.



HONEYBEAR

2014 Thor Four Winds Motorhome
Current Mileage: 115k+
"Our Home on Wheels"



TIMELINES

DESIGN & PROCESS



IDEAL WALL SPECS

BEST WALLS FOR INTERACTIVE MURALS

SIZE

- 25'-30' ft. w x 12'-15' ft. h
- Walls that are too big lose the interactive element.

SURFACE

- Concrete, cinderblock, brick, or stucco (primed.)
- Power washed prior to a coat of white primer.

NEIGHBORHOOD

- High foot traffic.
- Young Adults (18-35)

PLACEMENT

- Facing oncoming traffic
- Public access (can step back enough for clear photos)

SIGHT

- Ground level
- No obstructions (signs, parking spaces, utility poles, trees, etc.)

PARKING (INSTALL)

- Enough space to park our RV during painting (24' ft. x 8' ft.)

DESIGN PROCESS

SKETCH & PHOTOGRAPHY

To create true “public” art, we work with locals that have roots in the community to suggest ideas of relevant imagery to be incorporated in our artwork.

Past interactive and collaborative processes include leaving letter(s) blank as a canvas for local artists and adding ideas from the immediate environment while painting.

For committee approvals, we do require clear and concise feedback with solid direction. We typically include up to 2 rounds of revisions for our projects.

STEP 1

- Lettering concept/placement to scale of wall. Default 2:3 scale.

STEP 2

- Photo references for content laid out within letters for approval.

STEP 3

- Design original content from references or clear usage of existing references.

STEP 4

- Final *sketch created for mural.

*Sketches are blueprints for a mural and NOT meant to be full renderings.





TIMELINE

CONCEPT TO EXECUTION

Every project is unique and we have the ability & resources to pull off rush projects when necessary. Most successful mural projects are planned at least 2-3 months in advance. The general timeline below can be used as a point of reference:

SKETCH/DESIGN

- 1 week – Initial concept/layout
- 3-5 days – Each round of revisions (includes up to 2 rounds.)

INSTALLATION

- 2-3 days – Initial preparation of wall (cleaning, priming, sketching.)
- 2-3 days – Blocking out background elements & lettering.
- 1-2 days – For each unique image painted within lettering.
- * All installation dates are weather dependent for outdoor murals.

DOCUMENTATION

- Content captured during mural installation.
- 1-2 days – B Roll footage.
- 1 week – Edited final photo selects & recap video (1-2 minutes.)



COMMUNITY ENGAGEMENT

INTERACTIVE POSTCARDS

INTERACTIVE ART

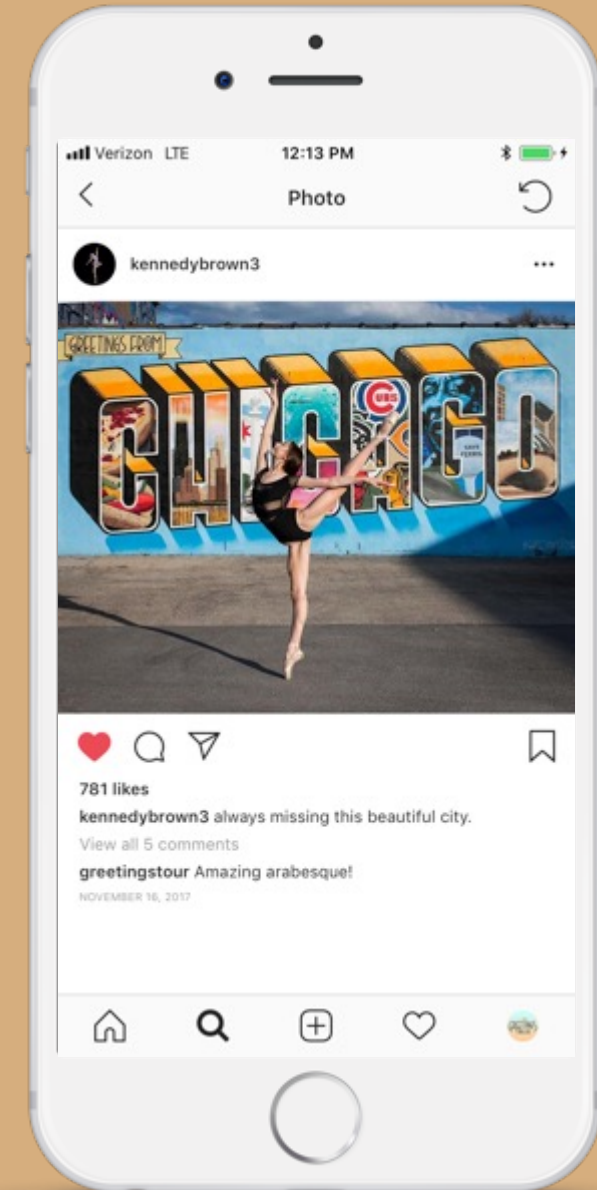
MODERN DAY POSTCARDS

Sending physical postcards have become a past time for the current generation. We've taken the "Wish You Were Here" postcard concept and added our modern twist to it by creating interactive mural as photo backdrops for people of all ages and backgrounds. All created in spray paint!

The practice has become a modern way of sending greetings to friends and family in our digital age through social media.

Every day, the murals are constantly tagged and mentioned in photos of people engaging and interacting with our artwork across the country. We love watching the pieces take on a life of their own long after we are gone.

Our murals create an opportunity for associated brands & organizations to create a memorable and impactful positive experience for their audience.





COMMUNITY PARTICIPATION

EDUCATIONAL WORKSHOPS

EDUCATION

- Teaching the public how to use spray paint to create murals.
- We can prepare outlines for people to help fill in.
- Inspirational talk about how to make a living doing what you love.
- Panel / Q&A session.



FOUND ON THE WEB

SOCIAL MEDIA BACKDROPS

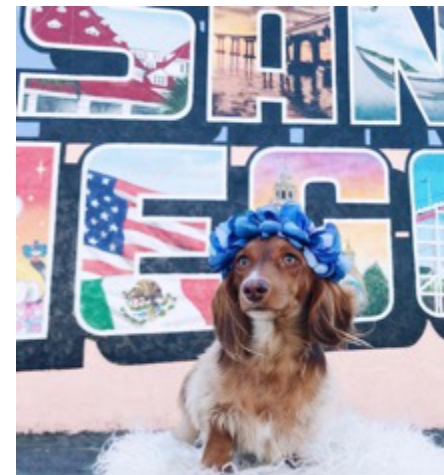
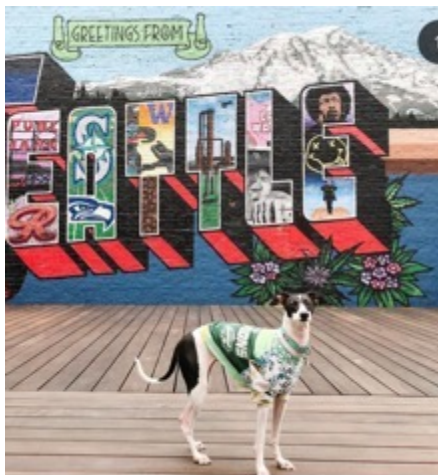
WEDDINGS / COUPLES



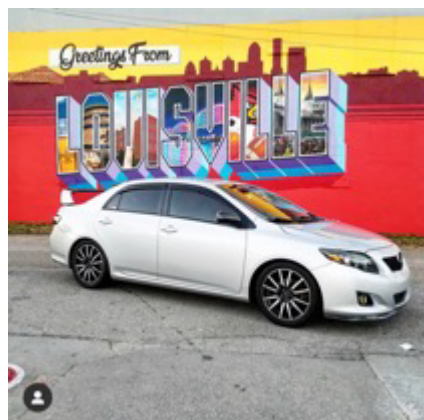
DOG OWNERS



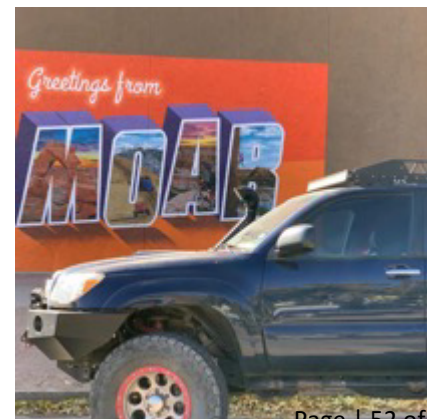
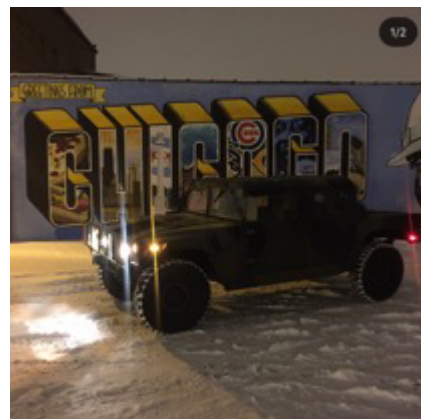
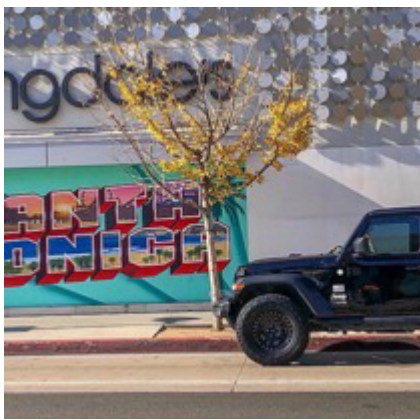
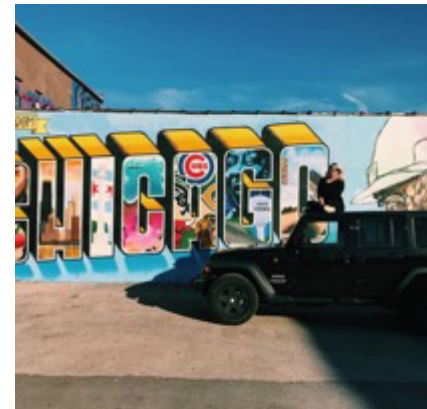
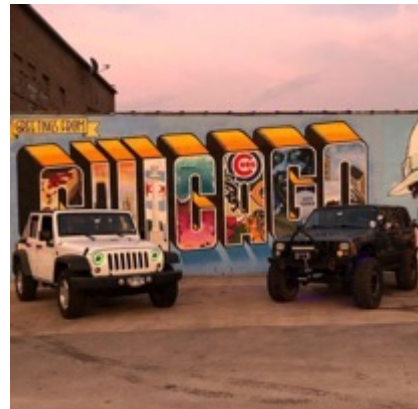
DOGS



CARS



4x4 OUTDOORS



MOTORCYCLES



STATISTICS

AS OF JANUARY 2021

MURALS COMPLETED

Total large letter style murals completed on the Greetings Tour since 2014.

50+

22k+

SOCIAL FOLLOWING

Total social media followers on our most active social media network: Instagram

STATES COMPLETED

Current total of unique states with permanent Greetings Tour murals.

25+

115k+

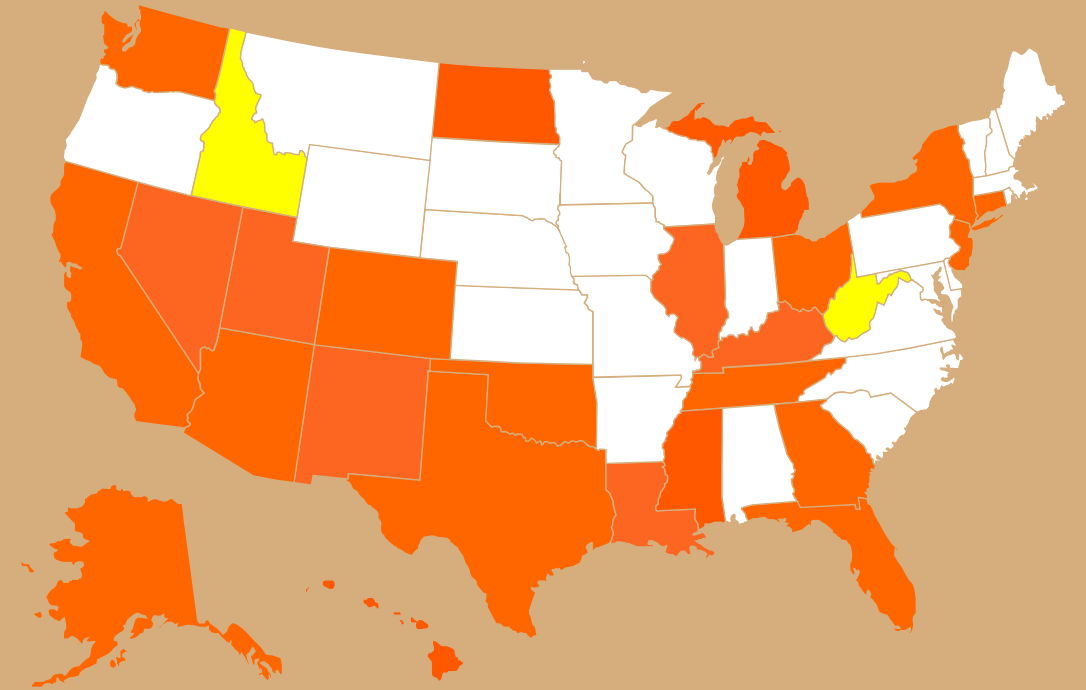
MILES TRAVELED

Number of miles driven in the RV across the country since 2014!

ROAD TRIP USA

MURALS ACROSS AMERICA

There are multiple Greetings Tour pieces within the same states and even cities but our long term goal is to paint at least one mural in all 50 states. Eventually, we would love to take this project international. For now, we are working hard on creating these local landmarks and destinations domestically across the United States.



We have developed a following of travelers who plan trips to try to see and collect photos in front of our murals. This leads to an increase in local business and additional tourism opportunities to neighborhoods where the murals are located. Every mural is added to an interactive map that can be found on our website.



PRESS OPPORTUNITIES

For each public mural that we paint, there is never a shortage of press coverage opportunities. Articles and interviews have been published on just about every mural that we have done in print, digital and broadcast formats. In addition, our overall project has been featured in many prominent national publications.

Past publications and news sources that we have been featured in include: [InStyle Magazine](#), [Conde Naste Traveler](#), [Elle Decor](#), [Hypebeast](#), [Time Out Chicago](#), [Vogue](#), [Travel Channel](#) and syndicated news networks including [NBC](#), [CBS](#), [FOX](#) and more. Media kits are available upon request.

WHY GREETINGS TOUR?

BENEFITS OF WORKING WITH US

✓ **COMMUNITY ENGAGEMENT**

Our goal is to engage the community in the public art process through education, voice, hands-on participation, representation and experience.

✓ **TECHNICAL EXPERTISE**

We offer a well-articulated experience at various stages of project development with a decade plus of experience in mural painting, project management and documentation.

✓ **NATIONWIDE RESOURCES**

We work closely with our agency to provide additional resources from coast to coast to help streamline projects including fabrication, staffing, consulting, equipment rentals and insurance needs.

✓ **AUTHENTICITY**

Often imitated but never duplicated! We put 110% into the level of detail and quality of our murals that can only be fully appreciated when seeing them in person. When it comes to large letter postcard murals, we are the experts.

EXAMPLES

PAST MURALS

GREETINGS
from



Greetings
from



@GREETINGSTOUR



Greetings
FROM

BERMUDA

PAST CLIENTS

CIVIC ORGANIZATIONS



BRANDS & COMPANIES





E M A I L

info@greetingstour.com

W E B S I T E

greetingstour.com

P H O N E

718-350-7671

S O C I A L

@greetingstour



Resolution No. 487-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 487-21 – Approving, pursuant to Municipal Code § 2-553, a revised schedule of
2 fees, rates, and charges relating to the use of the Charleston Coliseum & Convention Center
3 and the Municipal Auditorium, as recommended by the Charleston Coliseum and Convention
4 Center/Municipal Auditorium Board, and reflected in Exhibit A attached hereto.

5

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

7

8 That, pursuant to Municipal Code § 2-553, the revised schedule of fees, rates, and charges
9 relating to the use of the Charleston Coliseum & Convention Center and the Municipal
10 Auditorium, as recommended by the Charleston Coliseum and Convention Center/Municipal
11 Auditorium Board, and reflected in Exhibit A attached hereto, is approved.

12

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
	Sec. 82-4 - Schedule of rates and rentals			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:		(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		(1)	Municipal Auditorium	
a.	Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater	\$1,500	a.	Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 2,000 - \$ 15,000
b.	Regular rehearsal	\$800	b.	Regular rehearsal, per day or evening -pricing based on included services, rate segments and week part.	\$ 1,000 - \$ 1,500
c.	Cultural rate	\$1,200	c.	Not-for-profit 501c rate, per day or evening – or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 1,500 - \$8,500
d.	Cultural rehearsal	\$1,200	d.	Not-for-profit 501c rehearsal rate, per day or evening pricing based on included services, rate segments and week part.	\$ 1,000 - \$ 1,500
e.	Preceding rates for the Municipal Auditorium include only space, air conditioning, lights and janitorial services.		e.	Preceding rates for the Municipal Auditorium include only space, defined services, heat , air conditioning, work lights and janitorial services for post event cleaning.	
f.	Qualified technicians, approved by the center, are required for handling all lighting, sound and stage at the lessees cost.		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:		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			\$0.00 —\$10.00 ... \$1.00
		\$10.00—\$19.99 ... \$1.00			\$10.01—\$40.00 ... \$2.00
		\$20.00—\$39.99 ... \$1.50			\$40.01— and up ... \$3.00
	A fee of \$50.00 will be imposed for all full day rentals not qualifying under ticket fees.			A fee of 2% of the rental fee for the term of the lease will be imposed for all 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, Coliseum. Such special fund to be established and maintained by the city.		h.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Municipal Auditorium and the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(2)	Coliseum		(2)	Coliseum	
a.	Regular rental rate (all usage except those qualifying under b., c., per day or evening—or 12 percent of gross admissions, after taxes, whichever is greater	\$5,000	a.	Regular rental rate (all usage except those qualifying under b., c., per day or evening—or 12 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 5,000 - \$45,000
b.	Local charitable and cultural events as approved by the Charleston Coliseum and Convention Center/Municipal Auditorium Board, per day or evening	\$3,000	b.	Not-for-profit 501c client events as approved by the Charleston Coliseum and Convention Center/Municipal Auditorium Board, per day or evening —or 12 percent of gross admissions, after taxes, whichever is greater, pricing based on rate segments and week part.	\$ 3,500 - \$45,000
C.	Exhibit shows (using floor space)	\$3,950	C.	Exhibit shows (using floor space) ,pricing based on rate segments and week part.	\$ 4,000 - \$ 7,500
D.	The preceding rates for Coliseum are for space rentals and include heat, air conditioning, lights and janitorial services.		D.	The preceding rates for Coliseum are for space rentals and include defined services , heat, air conditioning, work lights and janitorial services for post event cleaning.	
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:		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			\$0.00—\$10.00 ... \$1.00
		\$10.00—\$19.99 ... \$1.00			\$10.01—\$40.00 ... \$2.00
		\$20.00—\$39.99 ... \$1.50			\$40.01— and up ... \$3.00
		\$40.00 and up ... \$2.00			
	For rentals not qualifying under ticket fees ...\$50.00			A fee of 2% of the rental fee for the term of the lease will be imposed for all rentals not qualifying under ticket fees.	
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.		f.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Municipal Auditorium and the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the City.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(3).	Meeting rooms Coliseum		(3).	Parlor Meeting Rooms	
a.			a.	Parlor Rooms A - D: Rental rate per day or evening ranging from \$350.00 to \$1,925 pricing based on the total rental fee for the term of the lease and the included services, rate segments and week part, room count, equipment package and the established booking guidelines.	
	Parlor A	\$325			
	Parlor B	\$325			
	Parlor C	\$325			
	Parlor D	\$325			
	Parlors A—D Combined	\$1,250			
b.	Preceding rates for meeting rooms include heat, air conditioning, lights and janitorial services.		b.	Preceding rates for meeting rooms include only space, defined services , heat, air conditioning, work lights and janitorial services for post event cleaning .	
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.		c.	In addition to the rates set forth in this subsection (3), a capital improvement fee of 2% of the rental fee for the term of the lease will be imposed for all rentals . 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 and the Municipal Auditorium . Such special fund to be established and maintained by the City.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(4)	Exhibition Hall:		(4)	Exhibition Hall and Conference Rooms:	
a.	Grand Hall (50,086 sq. ft.), daily rate)— or 12 percent of gross ticket sales after taxes whichever is greater	\$4,000	a.	Grand Hall (50,086 sq. ft.), daily rate)— or 12 percent of gross ticket sales after taxes whichever is greater	\$ 3,500 - \$ 8,500
b.	North or South Hall (19,285 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater	\$1,600	b.	North or South Hall (19,285 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater	\$ 1,000 - \$ 3,500
c.	West Hall I or II (5,767 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater	\$475	c.	West Hall I or II (5,767 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater	\$ 200 - \$ 1,200
d.	Conference rooms:		d.	Conference rooms:	
	Room 202 (971 sq. ft.)	\$325		Rooms 202 – 217... Rental rate per day or evening ranging from \$350.00 to \$1,925 pricing based on included services, rate segments and week part, room count, equipment package and the established booking guidelines.	
	Room 203 (971 sq. ft.)	\$325			
	Room 204 (971 sq. ft.)	\$325			
	Room 205 (971 sq. ft.)	\$325			
	Rooms 202—205 combined (3,884 sq. ft.)	\$1,100			
	Room 206				
	Room 210 (1,190 sq. ft.)				
	Room 211 (860 sq. ft.)				
	Room 212 (1,130 sq. ft.)				
	Room 213 (1,115 sq. ft.)				
	Room 214 (1,140 sq. ft.)				
	Room 215 (1,390 sq. ft.)				
	Room 216 (1,310 sq. ft.)				
	Room 217 (1,225 sq. ft.)				
	Rooms 212—214 combined (3,385 sq. ft.)				
	Rooms 215—217 combined (3,925 sq. ft.)				
e.	Ballroom:		e.	Ballroom:	
1.	Friday and Saturday rates			Rate: Ballroom A - E... Rental rate per day or evening ranging from \$1,750 to \$18,000 pricing based on included services, rate segments and week part, room count, equipment package and the established booking guidelines.	
	Ballroom (25,000 sq. ft.)	\$15,000.00			
	Ballroom A (3,666 sq. ft.)	\$2,500.00		Grand Ball Room Ballroom A – E	\$ 9,000 - \$ 18,000
	Ballroom B (3,666 sq. ft.)	\$2,500.00			\$ 1,750 - \$ 6,000
	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			
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
				f. Public Areas & Ancillary Spaces:	
				The Public Areas, Ancillary and Pre-Function Spaces rates are \$0.37 per Net Square Foot Rental per day or evening. Each will have a minimum daily rental rate with per day pricing based on the total rental fee for the term of the lease and the included services, rate segments and week part, room count, equipment package and the established booking guidelines. Space rates per day or evening:	
				Grand Lobby - Lower	\$650 - \$6,000
				Grand Lobby - Upper	\$500 - \$4,650
				Terrace Club	\$275 - \$2,500
				Lounge	\$110 - \$1,025
				Terrace Pre-Function	\$400 - \$3,650
				Elk River Atrium	\$300 - \$3,000
				Elk River Corridor	\$250 - \$2,400
				Clendenin Street Lobby - Lower	\$200 - \$2,000
				Clendenin Street Lobby - Upper	\$200 - \$2,000
				Parlor Room Lobby	\$350 - \$1,925
				Ancillary space utilized for exhibits will start at a .37 net sf rate per day or evening	
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.	The preceding rates for exhibition halls, conference rooms, and ballrooms are for space rentals, defined services , and include heat, air conditioning, work lights and janitorial services for post event cleaning .	
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:		h.	In addition to the rates set forth in this subsection (3), a capital improvement fee of 2% of the rental fee for the term of the lease will be imposed for all rentals. 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 and the Municipal Auditorium. Such special fund to be established and maintained by the City.	
	Grand Hall	\$50			
	North or South Hall	\$25			
	West Halls I or II, each	\$25			
	Ballroom A—E, combined	\$100			
	Ballroom A—E, each	\$25			
	Conference Rooms, each	\$5			
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.		i.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Charleston Coliseum and Convention Center and the Municipal Auditorium . Such special fund to be established and maintained by the City.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(5) Civic theater (738 permanent seats):			(5) The Theater		
a.	Regular rate, per day or evening—or ten percent of gross admissions, after taxes, whichever is greater	\$750	a.	Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 1,200 - \$ 2,000
b.	Regular rehearsal	\$400	b.	Regular rehearsal rate, per day or evening – or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part. (For each day of full price rent, one reduced rehearsal day shall apply per rental period - up to a maximum of three reduced rate days.)	\$ 700 - \$ 1,200
c.	Cultural rate	\$500	c.	Not-for-profit 501c rate, per day or evening – or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 700 - \$1,850
d.	Cultural rehearsal	\$200	d.	Not-for-profit 501c rehearsal, per day or evening -pricing based on included services, rate segments and week part. (For each day of full price rent, one reduced rehearsal day shall apply per rental period - up to a maximum of three reduced rate days.)	\$ 400 - \$ 1,200
e.	Meeting rate (less than four consecutive hours, no access to stage)	\$500	e.	Meeting rate per day or evening (no access to stage, house lights and house sound system use only)	\$ 1,200 - \$ 2,000
f.	The preceding rates for the Civic Theater include only space, heating, air conditioning and janitorial services.		f.	The preceding rates for the Theater include only space, defined services , heat, air conditioning, work lights and janitorial services for post event cleaning.	
g.	Qualified technicians, approved by the center, are required for handling all lighting, sound and staging at the lessee's cost.		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.		h.	In addition to the rates set forth in this subsection (5), a capital improvement fee of 2% of the rental fee for the term of the lease will be imposed for all rentals. 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 and the Municipal Auditorium. 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.		(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 and conform to general accounting principals for expensing. 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.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(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.		(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 the established booking guidelines.	
(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.		(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.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	
(Ord. No. 6679, §§ 1—3, 6-19-2000; Bill No. 6807, §§ 1(I)—(V), 2(A), 2(B), 3, 6-8-2001; Ord. No. 7458, 4-18-2011; Bill No. 7747, 6-5-2017; Bill No. 7799 , 11-19-2018)					

Resolution No. 488-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 488-21 – Authorizing the Mayor or City Manager to enter into an agreement
2 with OptumRx to serve as the City's Retiree Plan Pharmacy Benefit Manager for the period of
3 July 1, 2021 through June 30, 2024. The agreement is subject to final review and approval by
4 the City Attorney and annual budgetary appropriations by Charleston City Council. Based on
5 repricing of claims for the period January 2020 through December 2020, the agreement is
6 anticipated to result in an estimated annual savings of \$499,053. The agreement also includes
7 a performance guarantee with applicable penalties should OptumRx not meet the key
8 performance measures as set forth in the agreement.

9

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

11

12 That the Mayor or City Manager is hereby authorized to enter into an agreement with
13 OptumRx to serve as the City's Retiree Plan Pharmacy Benefit Manager for the period July 1,
14 2021 through June 30, 2024. The agreement is subject to final review and approval by the City
15 Attorney and annual budgetary appropriations by Charleston City Council.

16

City of Charleston Results: Summary Analysis

Based on Scripts Filled by Pre-65 & Post-65 Retiree Plan members from January 2020 - December 2020

Total Net Cost Based on Minimum Guarantees

PBM	Discounted AWP Cost	Dispensing Fees	Admin Fees	Est. Rebates	Total Net Cost *	\$ Savings from current contract rates for 2021	% Savings from current contract rates for 2021
OptumRx - <u>2020</u> Pricing under current contract Premium Formulary	\$ 4,113,363	\$ 14,796	\$ 31,188	\$ 851,820	\$ 3,307,527		
OptumRx - <u>2021</u> Pricing under current contract Premium Formulary	\$ 4,098,970	\$ 14,796	\$ 31,188	\$ 914,580	\$ 3,230,374	-	-
MagellanRx Precision Formulary	\$ 3,977,893	\$ 13,239	\$ 99,800	\$ 1,392,932	\$ 2,698,000	\$532,374	16.5%
OptumRx - <u>2021</u> Pricing under revised proposal Premium Formulary	\$ 4,053,303	\$ 11,681	\$ 31,188	\$ 1,333,700	\$ 2,762,472	\$467,902	14.5%
OptumRx - <u>2021</u> Pricing under FINAL revised proposal Premium Formulary	\$ 4,022,152	\$ 11,681	\$ 31,188	\$ 1,333,700	\$ 2,731,321	\$499,053	15.4%
RxEDO Performance Drug List	\$ 4,095,790	\$ 6,230	\$ 149,700	\$ 1,169,289	\$ 3,082,431	\$147,943	4.6%
ProAct Premium Formulary	\$ 4,074,366	\$ 12,460	\$ 106,038	\$ 1,063,165	\$ 3,129,699	\$100,676	3.1%
Southern Scripts Core Elite Formulary	\$ 4,062,235	\$ 19,538	\$ 212,075	\$ 1,138,417	\$ 3,155,431	\$74,944	2.3%

**Total Net Cost does not reflect savings generated from the Variable Specialty Copay Program (VSCP)*

Actual discounted AWP cost for retiree claims used in this analysis was **\$4,072,087**. OptumRx over-performed their AWP discount guarantees by \$51,275

OBSERVATIONS:

- MagellanRx's pricing results in the lowest NET cost and offers savings of \$532K or 16.5%
- OptumRx's FINAL revised pricing proposal out-performs current contract by \$499 or 15.4%
 - Significantly improves rebates (increase of approx. \$419K or 46%)
 - Improves guaranteed AWP discounts by \$77K or 1.9%
 - Improves guaranteed dispensing fees by \$3K or 9%

Resolution No. 489-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

- 1 Resolution No. 489-21 – Authorizing approval of Amendment No. 8 of the FY 2020-2021
- 2 General Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 8 of the FY 2020-2021 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2021 Budget Amendment No. 8 - June 7, 2021

Account No.	Department	Account Description	Amount
001 750 00 000 1 105	Street Department	Medical & Life Insurance	(150,000)
001 800 00 000 1 105	Refuse & Recycling	Medical & Life Insurance	(150,000)
001 440 93 000 1 105	Regular Retirees	Medical & Life Insurance	900,000
001 700 93 000 1 105	Police Retirees	Medical & Life Insurance	50,000
001 706 93 000 1 105	Fire Retirees	Medical & Life Insurance	(650,000)

To adjust and reallocate various departmental expense accounts to align budgets with actual expenses for medical claims.

001 386 00 0000	Revenue	Insurance Claims	(890,000)
001 417 00 000 2 229	Legal	Court Costs & Damages	890,000

To recognize liability insurance claim expenses and reimbursement from the insurance carrier.

001 699 00 000 5 598	Contingency	Contingency	(7,500)
001 410 00 000 2 219	City Council	Building & Equipment Rents	7,500

To allow for payment to the CCCC for rental space to hold City Council and committee meetings during February - May 2021.

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

Resolution No. 490-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 490-21 – Authorizing the Mayor or City Manager to enter into a memorandum
2 of understanding with the Raleigh County Solid Waste Authority for services relating to the
3 processing of mixed recyclables for the City of Charleston as detailed in Exhibit A attached
4 hereto.

5

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

7

8 That the Mayor or City Manager is authorized to enter into a memorandum of understanding
9 with the Raleigh County Solid Waste Authority for services relating to the processing of mixed
10 recyclables for the City of Charleston as detailed in Exhibit A attached hereto.

Exhibit A

**MEMORANDUM OF UNDERSTANDING REGARDING
RECYCLING SERVICES FOR THE CITY OF CHARLESTON
AT THE RALEIGH COUNTY SOLID WASTE AUTHORITY**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Charleston, hereinafter “the City,” and the Raleigh County Solid Waste Authority, hereinafter “RCSWA.”

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

WHEREAS, the RCSWA is a Solid Waste Authority organized and existing under the laws of the State of West Virginia and located in Raleigh County, West Virginia; and

WHEREAS, RCSWA owns and operates a single-stream recycling facility that has accepted recyclables from the City without charging the City any fees for processing the mixed recyclables; and

WHEREAS, due to financial instability, RCSWA must begin charging a fee for processing mixed recyclables from the City and other large volume recyclers;

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

- A. The City agrees to pay \$175.00 per ton of recyclables taken by the City to RCSWA for processing.
- B. RCSWA agrees that during the Term of this MOU, it will continue to accept single stream recycling from the City and will continue to accept the types of recyclables it has received from the City during calendar year 2020, namely newspaper, office paper, magazines, cardboard, aluminum, tin cans, similar metals, plastic #1, and plastic #2.
- C. Each time the City takes recyclables to RCSWA, RCSWA will weigh the recyclables dropped off by the City and provide a receipt showing the weight to the City. RCSWA shall further retain a record of the weight of recyclables and provide an invoice to the City on a quarterly basis.
- D. The Term of this agreement shall be for the current fiscal year, commencing on the date this agreement is executed and ending on June 30, 2022.
- E. The Parties agree to reassess the per ton price and communicate in good faith to work toward a new agreement for the following fiscal year, which runs from July 1, 2022 through June 30, 2023.

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized on the _____ day of June, 2021.

City of Charleston

By: _____

Its: _____

Raleigh County Solid Waste Authority

By: _____

Its: _____

Resolution No. 491-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 491-21 – Authorizing the Mayor or City Manager to enter into a contract with
2 David Ferrell, Jr., DBA Ferrell Electronics & Pyrotechnics, in the amount of \$27,000 to provide
3 event pyrotechnic effects services for the City of Charleston’s 2021 Fourth of July celebration.

4

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

6

7 That the Mayor or City Manager is authorized to enter into a contract with David Ferrell, Jr.,
8 DBA Ferrell Electronics & Pyrotechnics, in the amount of \$27,000 to provide event pyrotechnic
9 effects services for the City of Charleston’s 2021 Fourth of July celebration.