



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
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Finance Committee, Chair
Parking Committee, Chair
Public Safety Committee

AGENDA **FINANCE COMMITTEE MEETING** **Monday, May 6, 2019** **6:15 PM**

I. RESOLUTIONS:

- a. Resolution No. 186-19 - Authorizing the Mayor or City Manager to sign an Amendment of Lease Agreement with Cinema VII, Inc. and Greater Huntington Theatre Corporation to clarify the relationship between the City and the cinema with respect to parking rates and access.
- b. Resolution No. 187-19 - Authorizing the Mayor or City Manager to enter into an agreement with McClanahan Construction Co., in the amount of \$453,106.00, for the Concrete Sidewalk and Accessible Ramp Project.
- c. Resolution No. 188-19 - Authorizing the Mayor or City Manager to enter into an Agreement with WesBanco, Inc. to extend the maturity date of Standby Letter of Credit through May 1, 2020 at a cost of \$2,500.
- d. Resolution No. 189-19 - Authorizing the Mayor or City Manager to enter into an Agreement with West Virginia Paving, Inc., in the amount of \$2,613,100.00, for the City's Street Paving Project – 2019.

II. BIDS/PURCHASES:

- a. Purchase of Pool Chemicals for Parks and Recreation.
- b. Purchase of one (1) Brunswick Challenger Boat to be used by the Charleston Police Department.

III. DISCUSSION:

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

Resolution No. 186-19

Introduced in Council:

May 6, 2019

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 186-19 - Authorizing the Mayor or City Manager to sign an Amendment of Lease Agreement with Cinema VII, Inc. and Greater Huntington Theatre Corporation (collectively, "the cinema") to clarify the relationship between the City and the cinema with respect to parking rates and access.

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

That the Mayor or City Manager is hereby authorized and directed to sign the Amendment of Lease Agreement, which is attached hereto as Exhibit 1, in order to clarify the relationship between the City and the cinema with respect to parking rates and access.

AMENDMENT OF LEASE AGREEMENT

THIS AMENDMENT OF LEASE AGREEMENT is made and entered into as of the ____ day of _____, 2019, by and between the CITY OF CHARLESTON, a West Virginia municipal corporation, party of the first part, hereinafter called "Lessor", CINEMA VII, INC., a West Virginia corporation, (a wholly owned subsidiary of Greater Huntington Theatre Corporation), party of the second part, hereinafter called "Lessee", and GREATER HUNTINGTON THEATRE CORPORATION, a West Virginia corporation, party of the third part, hereinafter called "Guarantor".

W I T N E S S E T H:

WHEREAS, by an agreement of lease, dated the 19th day of October, 1988 (the "Lease"), Lessor leased to Lessee for a term of thirty (30) years certain premises specifically described in the Lease; and

WHEREAS, Lessor and Lessee have, from time to time and for mutual consideration, amended said Lease to, among other things, supplement and add to the demised areas, extend the term of the Lease, provide other specific rights for the Lessee, and change the parking rate applicable to Lessee's theatre patrons; and

WHEREAS, the parties now desire to further amend said Lease as herein provided;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto do agree that said Lease, be, and the same hereby is further amended and supplemented as hereinafter set forth, to-wit:

Article I of said Lease of October 19, 1988 is hereby amended so that the same shall now state as follows:

"I. GRANT

Lessor hereby grants and leases to Lessee, and Lessee does hereby rent from Lessor, primarily, ground floor commercial space, of twenty-eight thousand six hundred sixty-five and two-thirds square feet within Lessor's Parking Building #2, located at Washington and Summers Streets in the City of Charleston, Kanawha County, West Virginia, which leased space is hereby delineated upon drawings or plats which are signed or initialed on behalf of each party hereto, and attached hereto and made a part hereof, as "Exhibit A-1" and Exhibit A-2", and being the same property immediately heretofore occupied by Lessee.

Lessee agrees that it will attempt to maintain its heating, ventilating and air conditioning equipment within the demised premises, but the Lessor agrees that in the event it is not possible or practical for Lessee to do so, then Lessee may locate all or part of such equipment either at the rear (north side) of the ground floor of the building of which the demised premises are a part, or on top of the access ramps roof, or upon the second floor of said building, or on two (2) parking spaces in the parking area over the demised premises (including full access thereto), which space in such event shall be deemed to be a part of the demised premises hereunder, with full access thereto, but with no additional rent therefor.

In addition to the primary grant hereinabove provided and described, Lessee shall have the unqualified and exclusive use of that portion of Pemberton Alley which abuts the demised premises, plus that property which has been or will be conveyed to Lessor by or on behalf of the Lessee; provided, only, that

such use by Lessee of such additional demised premises, for theater expansion or otherwise, shall provide for access to the Lessor's storage room which abuts said Pemberton Alley.

Lessor further grants to Lessee, as a part of the demise hereunder, sufficient space for Lessee to maintain its electric signs to identify its theaters, and space for a marquee for product identification, such signs and marquee to be located on, near or adjacent to the Washington Street facade, and/or on or near the corner of the building at Washington and Summers Streets, but on Lessor's property in any case. Another electric sign "CINEMA" may be maintained on the west side of north face of the top floor of Lessor's Parking Building #2. It is understood that all signs shall conform to such limitations set forth in the zoning ordinance of the code of the City of Charleston and/or any such variances that may have been previously granted.

Lessee shall have the right to alter, extend or relocated the electrical service for the demised premises, in order to implement any expansion of Lessee's improvements into the additional demised premises hereinabove described, which alteration, extension or relocation will be accomplished with the least practically possible interruption of electrical service to the building of which the demised premises are a part. Lessee may also, at its own expense, move or relocate the present entrance to the Lessor's storage room which abuts Pemberton Alley.

Lessor agrees that the parking facilities in its said building of which the demised premises are a part will be available to Lessee's theater patrons between the hours of 11:00 a.m. and 1:00 a.m., seven (7) days a week; that a special rate will apply

to such parking of Seventy-Five Cents (\$.75) during the hours when the parking booth is attended. Lessor agrees that during all hours when the parking booth is not attended, including nights, weekends, and holidays, parking will be free for all patrons.

Lessor currently leases approximately forty (40) "reserved" parking spaces. Lessor acknowledges that unreserved parking is critical to Lessee's operations. Therefore, Lessor agrees that it will not create any additional "reserved spaces" and that once a current lessee who has been assigned a reserved space terminates its lease, Lessor will remove any "Reserved Parking" signage and the parking space will be available to all parking customers including Lessor's patrons on a "first come" "first parking" basis: *Provided*, That if a parking customer with a handicapped parking designation seeks a specific reserved parking space near an elevator, Lessor may designate a handicapped reserved parking space for the customer.

In consideration of the leasing of the demised premises and the parking rights described herein. Lessee agrees to pay Lessor the additional sum of Fifteen Thousand Dollars (\$15,000.00) per year, payable in equal monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00) each, commencing January 2, 1990, to be added to and paid with the monthly rental installments as hereafter provided and a second annual sum of Five Thousand and Four (\$5,004.00), to be paid by Lessee to Lessor with the yearly percentage rent at the end of December.

If Lessee needs access to the building lobby and Lessor's Parking Building #2 outside these normal hours, Lessee shall notify Lessor of this need at least 24 hours in advance.

Lessee shall have and is hereby given the right and option of adding additional exit doors for its patrons, from the existing hallway across from the theatre lobby to the sidewalk in front of the theaters. Lessee agrees to provide restrictions in leases to other tenants of said Building, prohibiting noise and/or odors which might possibly pervade the demised premises. Further adjustments may be made at any time by a recordable Addendum signed on behalf of Lessee and Guarantor, and signed by Lessor's Mayor, which Addendum shall be treated as a part hereof."

All of the other terms, provisions and conditions of said Lease of October 19, 1988, as previously amended, shall continue to remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be signed hereto by their respective proper officers, thereunto duly authorized, this Lease being thus executed in duplicate originals.

THE CITY OF CHARLESTON,

a West Virginia municipality

Its Mayor

CINEMA VII, INC.,

a West Virginia corporation

Its President

GREATER HUNTINGTON THEATRE CORPORATION

a West Virginia corporation

Its President

Resolution No. 187-19

Introduced in Council

Passed by Council

May 6, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 187-19 - Authorizing the Mayor or City Manager to enter into an
2 agreement with McClanahan Construction Co., in the amount of \$453,106.00, for
3 the Concrete Sidewalk and Accessible Ramp Project.

4

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

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7 That the Mayor or City Manager is hereby authorized and directed to enter into an
8 agreement with McClanahan Construction Co., in the amount of \$453,106.00, for
9 the Concrete Sidewalk and Accessible Ramp Project.

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11

Spring 2019 - Concrete Sidewalk and Accessible Ramp Project - Engineering

Bid Opening: April 22, 2019 @ 10:00 a.m.

			Garcie R. Marker & Sons, Inc. 1119 Jefferson Road South Charleston, WV 25309 P: (304) 744-0590 grmarkersons@aol.com		McClanahan Construction Co. 744 N. Poca River Road Poca, WV 25159 P: (304) 776-3355 bruce@mcclanahanconstruction.com		Wolf Creek Contracting Co. 403 Watertown Road Waterford, OH 45786 P: (740) 749-3459 hoffenberger@wolfcreekcontractors.com		Oval Construction Management LLC P.O. Box 401 Charleston, WV 25322 P: (304) 347-8820 JCARNEY@ovalconstruction.com		Jim Construction Inc. P.O. Box 3926 Charleston, WV 25339 P: (304) 343-7448 russkerkes@suddenlinkmail.com	
Item	Unit	Estimated Quantity	Price per Unit	Total Cost	Price per Unit	Total Cost	Price per Unit	Total Cost	Price per Unit	Total Cost	Price per Unit	Total Cost
Item No. 3.01 Concrete Ramp and Sidewalk	SF	22,000	\$21.00	\$462,000.00	\$18.50	\$407,000.00	\$30.00	\$660,000.00	\$19.50	\$429,000.00	\$23.50	\$517,000.00
Item No. 3.02 Curb and Gutter	LF	200	\$50.00	\$10,000.00	\$14.00	\$2,800.00	\$80.00	\$16,000.00	\$95.00	\$19,000.00	\$111.00	\$22,200.00
Item No. 3.03 Integral Curb	LF	1,800	\$21.00	\$37,800.00	\$8.00	\$14,400.00	\$11.00	\$19,800.00	\$45.00	\$81,000.00	\$40.00	\$72,000.00
Item No. 3.04 Plain Curb	LF	750	\$25.00	\$18,750.00	\$7.50	\$5,625.00	\$80.00	\$60,000.00	\$30.00	\$22,500.00	\$42.00	\$31,500.00
Item No. 3.05 Detectable Warning Surfaces	EA	113	\$250.00	\$28,250.00	\$200.00	\$22,600.00	\$400.00	\$45,200.00	\$250.00	\$28,250.00	\$2,860.00	\$323,180.00
Item No. 3.06 Curb Inlet Adjustment	EA	6	\$250.00	\$1,500.00	\$1.00	\$6.00	\$400.00	\$2,400.00	\$350.00	\$2,100.00	\$1,900.00	\$11,400.00
Item No. 3.07 Asphalt Replacement	SY	45	\$150.00	\$6,750.00	\$15.00	\$675.00	\$600.00	\$27,000.00	\$350.00	\$15,750.00	\$250.00	\$11,250.00
TOTAL PROJECT COST				\$565,050.00		\$453,106.00		\$830,400.00		\$597,600.00		\$988,530.00

Resolution No. 188-19

Introduced in Council

Passed by Council

May 6, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 188-19 - Authorizing the Mayor or City Manager to enter into an
2 Agreement with WesBanco, Inc. to extend the maturity date of Standby Letter of Credit,
3 in the amount of \$500,000, approved by City Council on April 2, 2018. The current terms,
4 May 1, 2018 through May 1, 2019 are extended through May 1, 2020 at a cost of \$2,500.
5 This letter of credit provides security in lieu of a surety bond for liability of potential
6 workers' compensation claims as a self-insured employer. The letter of credit is subject
7 to review and final approval by legal counsel for the City.

8

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

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Resolution No. 189-19

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May 6, 2019

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Joseph Jenkins

Referred from
Finance Committee

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2 Agreement with West Virginia Paving, Inc., in the amount of \$2,613,100.00, for
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8 Agreement with West Virginia Paving, Inc., in the amount of \$2,613,100.00, for the
9 City's Street Paving Project – 2019.

10

Street Paving Contract 2019 - Engineering

Bid Opening: April 26, 2019 @ 10:00 a.m.

			West Virginia Paving, Inc. 2950 Charles Avenue Dunbar, WV 25064 P: (304) 720-6419 gwinfree@wvpaving.com	
Item	Unit	Estimated Quantity	Price per Unit	Total Cost
Item No. 3.01 HLBC Base Course	Ton	300	\$99.00	\$29,700.00
Item No. 3.02 HLBC Wearing Course, 1 1/2"	Ton	15,100	\$106.00	\$1,600,600.00
Item No. 3.02a HLBC Wearing Course - 1-1/2" Kanawha Boulevard	Ton	3,500	\$103.00	\$360,500.00
Item No. 3.03 Removing Bituminous Concrete (1-1/2")	SY	132,500	\$3.62	\$479,650.00
Item No. 3.03a Removing Bituminous Concrete - Kanawha Blvd. (1-1/2")	SY	43,000	\$2.95	\$126,850.00
Item No. 3.03b Removing Bituminous Concrete (2")	SY	4,000	\$3.95	\$15,800.00
TOTAL PROJECT COST				\$2,613,100.00

Pool Chemicals - Parks and Recreation

Bid Opening: April 22, 2019 @ 2:00 p.m.

	Emsco dba OP Aquatics 148 Trade St. Lexington, KY 40511 P: (859) 225-3817 dsiria@opaquatics.com
Chlorine Tablets 50 lb. Containers	\$110.00
Stablizer 50 lb. Containers	\$68.00*
Muriatic Acid 1 Gal. Containers	\$3.80**
Calcium Chloride 50 lb. bags	\$15.00
Granular Chlorine 50 lb. containers	\$80.00
Liquid Chlorine 1 Gal. Containers	\$3.50**
Liquid Chlorine 5 Gal. Containers	No Bid
Liquid Chlorine 10 Gal. Containers	No Bid
Sodium Carbonate 50 lb. Bags	\$18.25
Sodium Bicarbonate 50 lb. bags	\$18.00
*45 lb. Container **Sold 4 x 1 Gal. Case	
Delivery:	1 day

City of Charleston, WV Brunswick Challenger Boat- Charleston Police Department Bid Opening: April 24, 2019 @ 2:00p.m.	
	Metal Craft Marine Inc Attn: Dana White 583 E. Broadway Street Cape Vincent, New York 13618 P: (800)410-8464 dana.w@metalcraftmarine.com
Brunswick Challenger Boat Model: MetalCraft Marine 9H Hardside	\$264,180.00
Total Bid	\$264,180.00
Delivery (days from date of firm order)	180 days