

MINUTES
FINANCE COMMITTEE MEETING
6:15 P. M., MAY 6, 2019
A/V CONFERENCE ROOM

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15p.m., May 6, 2019, in the Audio/Visual Room in City Hall.

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
Brent Burton
Mary Beth Hoover
Keeley Steele

Vice Chairperson Reishman asked for unanimous consent to dispense with the reading of the minutes for the April 15, 2019 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

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 (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.

Kevin Baker explained that this amendment to the lease with the Cinema will give the City some flexibility as to when the parking booth can be staffed, clarifies that the City will not create any additional reserved parking spaces and that parking will continue to be first come first serve. The City does retain the right to create handicapped spaces near elevators. The resolution removes some antiquated language and specifically requires the cinema to alert the City at least 24 hours in advance if it needs to access the parking building or lobby other than standard operating hours.

Councilmember Reishman moved to approve the Resolution. With a majority of members elected recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 186-19 approved.

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.

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.

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

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

Jonathan Storage added the City requested bids for the project as part of the administration's infrastructure review and ADA compliance initiative. The lowest bidder was McClanahan Construction Co.

Councilmember Hoover asked where the sidewalks and ramps would be installed. Chris Knox answered that they essentially coincided with this year's paving list, which has about 100 different locations. Councilmember Jenkins also clarified that this has also been done in different locations downtown.

Councilmember Reishman moved to approve the Resolution. With a majority of members elected recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 187-19 approved.

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 Watertown, 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 russkertes@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		\$697,600.00		\$988,530.00

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, in the amount of \$500,000, approved by City Council on April 2, 2018. The current terms, May 1, 2018 through May 1, 2019 are extended through May 1, 2020 at a cost of \$2,500. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

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

That the Mayor or City Manager is hereby authorized and to enter into an Agreement with WesBanco, Inc. to extend the maturity date of Standby Letter of Credit, in the amount of \$500,000, approved by City Council on April 2, 2018. The current terms, May 1, 2018 through May 1, 2019 are extended through May 1, 2020 at a cost of \$2,500. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

Jonathan Storage added that the City has self-insurance status with Worker's Compensation Coverage as approved by the West Virginia Insurance Commission. Under the code of state rules, any employer granted the privilege of self-insurance status must give security or bond in the amount established by the Insurance Commission, who reviews the City's financials and claims data each year. The Insurance Commissioner has not yet issued an Insurance Certification for this year's amount, however the City must renew its Letter to remain in good standing. Once the City receives certification from the Insurance Commission, the City will have 90 days to provide adequate surety which may require Council to increase the Letter of Credit.

Councilmember Reishman moved to approve the Resolution. With a majority of members elected recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 188-19 approved.

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.

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

That the Mayor or City Manager is hereby authorized and directed to enter into an Agreement with West Virginia Paving, Inc., in the amount of \$2,613,100.00, for the City's Street Paving Project – 2019.

While Matt Sutton distributed the City's proposed paving list for 2019, Jonathan Storage added that the City received 1 bid for asphalt paving for the 2019 paving season. The City had advised the West Virginia Asphalt Paving Association of pending solicitation in order to attract more bids. He noted that the listed amount does not include any concrete paving work, which will be bid out separately. The proposed paving list is in alphabetical order and does not indicate priority. The schedule of work will be coordinated with the City Engineer's Office and the contractor to ensure efficient and timely work. The list was compiled by consolidating and compiling data from multiple sources including but not limited to: citizens, Councilmembers, City Engineer's Office, Refuse and Street Department workers. Factors such as: surface conditions, traffic count, degradation and drainage issues were considered. The proposed list includes street paving in every Ward.

Councilmember Steele confirmed that the list could be made public.

Councilmember Jenkins made note that the City of Charleston is currently suing WV Paving, but they are the only option and there is a great need for street paving.

Councilmember Steele confirmed that this would be for paving, not for potholes.

Councilmember Reishman moved to approve the Resolution. With a majority of members elected recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 189-19 approved.

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

II. BIDS/PURCHASES:

a. Proposal submitted by Emsco dba OP Aquatics for purchase of Pool Chemicals by the Parks and Recreation Department. The pool chemicals will be purchased on an as needed basis and the prices shall remain in effect for a six-month period from date of council approval.

To be charged to Account No. 001-900-00-000-3-341, P&R Materials and Supplies

Jonathan Storage added that the chemicals are to be used to treat the City's 4 recreational pools. The pricing is locked in for 6 months.

Councilmember Jenkins confirmed that 1 bid was received.

Councilmember Reishman moved to approve the Committee Report. With a majority of members elected recorded thereon as voting in the affirmative Chairperson Jenkins declared the Committee Report approved.

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

b. Proposal submitted by Metal Craft Inc., in the amount of \$264,180.00 for purchase of one (1) Brunswick Challenger Boat to be used by the Charleston Police Department.

To be charged to Account No. 045-976-19-000-4-459, Port Security Equipment

Jonathan Storage added that the administration notified at least 5 boat dealers and manufacturers about the pending solicitation with 1 bid received. He reminded the Committee of Resolution No. 120-18, approved on October 1, 2018, that authorizes the Mayor or designee to receive and administer \$269,000.00 from the Department of Homeland Security relating to this purchase. The City committed to providing matching funds up to \$89,667 which is allowed to be used as in-kind fuel costs, regular maintenance or labor.

Councilmember Jenkins asked Deputy Chief Paul Perdue to explain why the boat is needed. The Deputy Chief responded that the department currently has a boat, purchased 15 years ago, that doesn't meet their needs. It is used for river patrol and by the Dive/SWAT Teams. The proposed new boat will have more deck space with more entry and exits to the water needed for their operations.

Councilmember Reishman moved to approve the Committee Report. With a majority of members elected recorded thereon as voting in the affirmative Chairperson Jenkins declared the Committee Report approved.

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

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.