



# CITY OF CHARLESTON West Virginia



Council Member – 12<sup>th</sup> WARD

Joseph Jenkins  
839 Gordon Drive  
Charleston, West Virginia 25303  
304-575-9202  
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair  
Parking Committee, Chair  
Ordinance and Rules Committee

**AGENDA**  
**FINANCE COMMITTEE MEETING**  
**Tuesday, February 21, 2023**  
**6:15 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 2-6-2023

**II. RESOLUTIONS:**

- a. Resolution No. 768-23 - Authorizing the Mayor or City Manager to enter into insurance contracts for the period March 31, 2023 through March 31, 2024.
- b. Resolution No. 769-23 - Authorizing the Mayor or City Manager to purchase 41 sets of bunker gear for the Fire Department from Red Hot Fire Equipment.
- c. Resolution No. 770-23 - Authorizing the Mayor to execute the attached Termination of Lease and Settlement Agreement between the City of Charleston and CRA Communications, LLC, successor in interest to Charles Ryan Associates, LLC.
- d. Resolution No. 771-23 - That the Mayor or City Manager is authorized to enter into a contract with Silling Architects for pre-design planning services related to a new public safety facility.
- e. Resolution No. 772-23 - Authorizing the Mayor to execute the Lease Addendum to the lease between the City of Charleston and Shaner SPE Associates Limited Partnership forgiving the amount of \$84,061.30 in lease payments that were not noticed, invoiced, or paid.
- f. Resolution No. 773-23 – Authorizing the purchase of digital copiers.
- g. Resolution No. 774-23 - Authorizing the Mayor or City Manager to enter into a contract for Retiree Health Plan Post-65 Coverage.

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

MINUTES  
FINANCE COMMITTEE MEETING  
6:30 P.M., FEBRUARY 6, 2023  
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., February 6, 2023.

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

Joseph Jenkins, Chair  
Brent Burton, Vice Chair  
Becky Ceperley  
Mary Beth Hoover  
Larry Moore  
Chad Robinson  
Shawn Taylor

Absent:  
None

Other Councilmembers present:  
Frank Annie  
Beth Kerns  
Chelsea Steelhammer  
Emmett Pepper  
Joe Solomon  
Bruce King

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the January 17, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 759-23 – Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of \$90,000 and administer any funds awarded. These funds will be utilized to purchase field force protective equipment for Charleston Police Department Patrol officers.

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

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of \$90,000 and administer any funds awarded. These funds will be utilized to purchase field force protective equipment for Charleston Police Department Patrol officers.

Finance Director and Acting City Manager, Andy Wood, added that the grant will be used by the Charleston Police Department Patrol Division for protective equipment.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 759-23 approved.

- b. Resolution No. 760-23 – Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of \$24,500 and administer any funds awarded. These funds will be utilized to purchase a hot water dive system and wetsuits for Charleston Police’s Dive Team.

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

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of \$24,500 and administer any funds awarded. These funds will be utilized to purchase a hot water dive system and wetsuits for Charleston Police’s Dive Team.

Wood added that the grant funds will be used to purchase dive equipment for the Police Dive Team. In response to Councilmember Jenkins, Chief Hunt added that this equipment will significantly add to the time the team can spend in the water.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 760-23 approved.

- c. Resolution No. 761-23 – Authorizing the Mayor or City Manager to purchase two 2023 Chevrolet Tahoe PPV for the Fire Department from Klick-Lewis, Inc., for a unit cost of \$46,456.00 each and the total amount of \$92,912.00. This is a direct purchase authorized under section 2-486 of the Municipal Code due to supply chain issues in the automotive market and the absence of a state contract for these vehicles. These will replace units 408 and 450 as part of the fleet rotation schedule.

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 Klick-Lewis, Inc. in the amount of \$92,912 for the purchase of two 2023 Chevrolet Tahoe PPV for the Fire Department.

Wood added that Klick-Lewis is located in Pennsylvania due to the local availability of the automotive market. The CPD will be allowed to test the vehicles before putting them into rotation to determine if they would also be a good fit for their department.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 761-23 approved.

- d. Resolution No. 762-23 – Authorizing the Mayor or City Manager to enter into contract with Premier Power and Pyrotechnics in the total amount of \$35,000 for fireworks displays for the City’s 2023 Live on the Levee Concert Series and the 2023 4th of July Celebration.

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 Premier Power and Pyrotechnics in the amount of \$35,000 for fireworks displays for the City’s 2023 Live on the Levee Concert Series and the 2023 4th of July Celebration.

Wood added that the purchase was the result of a competitive bid. The Live on the Levee budget is funded through sponsors, and the 4<sup>th</sup> of July Celebration is funded through the General Fund.

Councilmember Taylor confirmed with Wood that the company is bonded and insured.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 762-23 approved.

- e. Resolution No. 763-23 – Authorizing the Mayor or City Manager to purchase a Kubota backhoe for the Parks and Recreation Department from State Equipment, Inc., for the total amount of \$58,972.75 pursuant to a competitively sourced multi-state contract. This will replace units 319 and 323 as part of the fleet rotation schedule.

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 State Equipment, Inc. in the amount of \$58,972.75 for the purchase of a Kubota backhoe for the Parks and Recreation Department pursuant to a competitively sourced multi state contract.

Wood added that the competitively sourced multi-state contract is through Sourcewell. It was determined that the two units listed in the resolution could be replaced with one backhoe.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 763-23 approved.

- f. Resolution No. 764-23 – Authorizing the Mayor or City Manager to purchase two 2023 Ford F-250 pickup trucks for the Refuse Department from National Auto Fleet Group, for a unit cost of \$49,661.80 each and the total amount of \$99,232.60 pursuant to a competitively sourced multi-state contract. These will replace units 134 and 135 as part of the fleet rotation schedule.

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 National Auto Fleet Group in the amount of \$99,232.60 for the purchase of two 2023 Ford F-250 pickup trucks for the Refuse Department pursuant to a competitively sourced multi state contract. Resolution No. 725-22, adopted October 3, 2022, is rescinded.

Wood added that the resolution is the second attempt to order these vehicles for the Refuse Department. The previously approved trucks were no longer available after Council approval.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 764-23 approved.

- g. Resolution No. 765-23 – Authorizing the Mayor or City Manager to purchase a Kubota skid steer for the Street Department from State Equipment, Inc., for the total amount of \$75,925.82 pursuant to a competitively sourced multi-state contract. This will replace unit 80 as part of the fleet rotation schedule.

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 State Equipment, Inc. in the amount of \$75,925.82 for the purchase of a Kubota skid steer for the Street Department pursuant to a competitively sourced multi state contract.

Wood added that the unit being replaced will be made available to Parks and Recreation for a needed replacement of one of their vehicles.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 765-23 approved.

- h. Resolution No. 766-23 – Authorizing the Mayor or City Manager to purchase six self-contained breathing apparatus for the Fire Department from Atlantic Emergency Solutions, for a discounted unit cost of \$7,882.02 each and the total amount of \$47,292.12 pursuant to a competitively sourced multi-state contract.

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 Atlantic Emergency Solutions in the amount of \$47,292.12 for the purchase of six self-contained breathing apparatus for the Fire Department pursuant to a competitively sourced multi-state contract.

Wood added that the purchase is part of a scheduled replacement.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 766-23 approved.

- i. Resolution No. 767-23 – Authorizing approval of Amendment No. 5 of the FY 2022-2023 General Fund Budget as indicated on the attached list of accounts.

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

That Amendment No. 5 of the FY 2022-2023 General Fund Budget as indicated on the attached list of accounts is approved.

Wood added that the budget amendment allocates funds from the Contingency Account from the General Budget to the Street Department for the purchase of road salt. The market prices have increased significantly since the previous budget was set. This will allow the purchase of an additional 1500 tons of salt.

From the audience, Councilmember Pepper commented that there has been a lot less snow this year. Director of Public Works, Brent Webster, added that while they have an adequate amount of salt currently, the problem is that it has been taking so long to be delivered. Additionally, their decisions are usually based more on precipitation than actual snow fall.

Councilmember Robinson confirmed with Webster that the salt was still being stored under the interstate by the MLK Center.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 767-23 approved.

Councilmember Burton motioned to adjourn the meeting.  
Meeting adjourned.

Resolution No. 768-23

Introduced in Council:

Adopted by Council:

February 21, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 768-23 - Authorizing the Mayor or City Manager, subject to final review by the  
2 City Attorney, to enter into contracts with the West Virginia Counties Group Self Insurance Risk  
3 Pool, Inc., DBA West Virginia Communities Risk Pool, at a price of \$1,048,032 for the City's Risk  
4 Management and Property, Casualty, and Cyber Insurance coverage and including all Third  
5 Party Administrator (TPA) Services for those lines of coverage for the period March 31, 2023  
6 through March 31, 2024, in accordance with the costs referred to as Coverage Option 2 in  
7 Exhibit A except for the proposal for Workers' Compensation coverage. Underinsured motorists  
8 coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits  
9 of \$25,000/\$50,000/\$25,000 is accepted only.

10  
11 Be it Resolved by the Council of the City of Charleston, West Virginia:

12  
13 That the Mayor or City Manager is authorized, subject to final review by the City Attorney, to  
14 enter into contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA  
15 West Virginia Communities Risk Pool, at a price of \$1,048,032 for the City's Risk Management  
16 and Property, Casualty, and Cyber Insurance coverage and including all Third Party  
17 Administrator (TPA) Services for those lines of coverage for the period March 31, 2023 through  
18 March 31, 2024, in accordance with the costs referred to as Coverage Option 2 in Exhibit A  
19 except for the proposal for Workers' Compensation coverage. Underinsured motorists coverage  
20 is specifically rejected. Uninsured motorists coverage with statutory minimum limits of  
21 \$25,000/\$50,000/\$25,000 is accepted only.



# Self Insurance Proposal February 1, 2023

## City of Charleston

Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.

For additional information, please contact: Member Services at (844) 986-2705 or [info@riskprograms.com](mailto:info@riskprograms.com)



# WELCOME TO WVcorp

WVcorp was established in 2007 at the request of West Virginia counties seeking to break from the status quo of the commercial insurance industry and assert more control over their risk management and coverage needs. Today, we are the only self-insurance risk pool for public entities in the state. We provide coverage to more counties and county-related agencies than any other provider, and we attribute our extraordinary success to the strength of our members. As a member, you are so much more than a customer. You are a part of WVcorp itself! Our membership is at the heart of everything we do, and this member-centric focus has driven us to emerge as a leader in developing coverage solutions. We are a one-stop-shop when it comes to safeguarding your peace of mind – capable of addressing all of your risk management needs, including coverage for:

Property	General Liability	Workers' Compensation
Inland Marine	Public Officials Liability	Business Automobile
Equipment Breakdown	Law Enforcement Liability	Cyber Risk
Crime	Environmental Liability	Excess Liability Limits

# WELCOME TO WVcorp

## YOU'RE CHOOSING OWNERSHIP

At WVcorp, you are an owner of the program and its assets. Unlike traditional insurance providers, we have no outside owners, investors or shareholders expecting dividends or profits to be generated from our programs. Rather than profit-minded executives making decisions, we have a Supervisory Board elected from and by our members. The Board approves all major risk pool decisions, and as a voting member, you have a direct voice in the decisions that matter most to your organization.

**In choosing WVcorp, you are choosing a partner that is unlike any traditional insurance provider for one reason: you are truly our primary concern.**



## YOU'RE CHOOSING PRICE STABILITY

No one likes surprises. The pool was founded to provide an alternative to the commercial insurance marketplace, in part based on the principle of providing price stability. This long-standing ideal has guided our decisions since day one. While the commercial market has seen considerable volatility and rate increases,

and competitors have stripped away coverages to combat rate increases, the pool has enjoyed rate stability for more than a decade, even as we've consistently expanded coverages. It all adds up to giving you peace of mind that rates will remain predictable, aiding in long-term planning and budgeting.

## YOU'RE CHOOSING SPECIALIZED PROTECTION

We were created by public entities, service only public entities, and are directed by our Board elected from within our membership. This gives our organization remarkable focus, and it's allowed us to grow our team with experts that know your organization and its unique needs, because serving partners like you is all we do. It also means we're able to keep ahead of regulatory and other changes as or even before

they happen, adjusting coverages or creating new programs as needed.

Our expert Risk Control team works directly with members to provide employee training, safety audits, or consult on relevant risk management topics to help prevent claims from occurring. It's all part of our commitment to address your need for protection holistically.



## YOU'RE CHOOSING TRANSPARENCY

We're proud of the products and services we offer, so we feel there's no need to play games or hide behind gimmicks. Although our policy period begins on July 1, renewal quotes are distributed as early as mid-March, giving you ample time to prepare your budget. We empower members to run your own loss reports at the click of a button on our website without having to request that information through an agent. Because we're partners when it comes to protecting your assets, we openly share every bit of information we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.

# MEMBERSHIP HIGHLIGHTS

## WEBSITE

- Intuitive, user-friendly design
- Claims reporting with instantaneous claim number
- Risk management tools and templates
- Downloadable employee training presentations and webinars
- Customizable loss reports
- Claim viewer giving access to claim summaries, financials, and adjuster notes
- Property and vehicle schedule editing tool
- Certificates of insurance request feature

## RISK CONTROL

- Facility safety assessments
- Certified Playground Safety Inspectors (CPSI)
- Risk management policy creation and consultation
- In person and web-based employee training – safety, liability, human resource, cyber security, and more
- Loss analysis
- Safety committee assistance and participation
- Up to 14 hours of approved CE-credits for law enforcement
- Hot topic workshops presented at various conferences across West Virginia



For more than a decade, WVcorp has been a leader in creating innovative, member-centric solutions to the unique challenges faced by West Virginia's public sector entities. As a pool participant, you can take advantage of WVcorp's vast array of membership benefits.

## WORKERS' COMPENSATION

- Medical Bill Review provides savings across multiple medical provider networks to ensure cost effective treatment
- First Fill program so employees have no “out of pocket” for prescriptions

## CYBER RISK

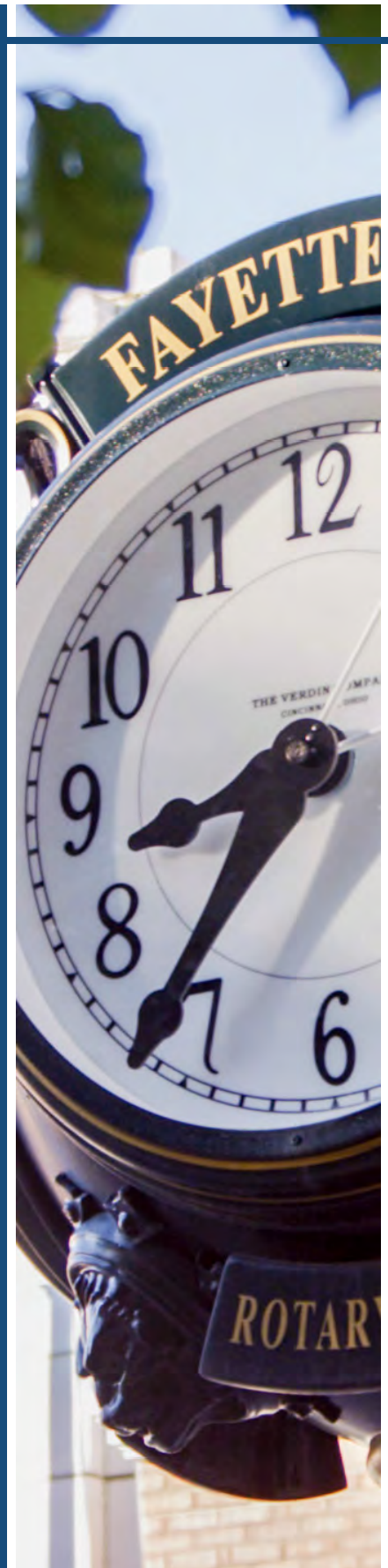
- Comprehensive cyber risk coverage like no other West Virginia provider
- No deductible
- Optional limits up to \$5,000,000
- Designated breach coach guides legal guidance on cyber incidents
- Live and webinar based cyber security training available

## SERVICES

- Property valuations provided at no charge
- Investigations unit available for claim surveillance and analysis
- Tenant User Liability Insurance Program (TULIP) makes it simple to acquire short-term event coverage for facility users
- Contract and lease review to ensure adequate coverage requirements
- Safelite Auto Glass direct billing allows for quick and painless glass replacement; with a deductible waiver with glass repairs

## COVERAGE

- Guaranteed replacement cost on property coverage
- No annual aggregate on general liability coverage
- Pollution liability coverage for first party and third party clean up
- Optional increased crime coverage limits available Defense coverage for EEOC and HCR complaints included





**WVcorp**

Contribution Summary Form

Coverage - OPTION 1	Deductible	Contribution
<b>Property:</b> Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	\$50,000	\$305,623
<b>Inland Marine:</b> Replacement Cost if Scheduled, otherwise Actual Cash Value	\$50,000	\$5,868
<b>Equipment Breakdown</b>	\$5,000	\$33,060
<b>General Liability:</b> \$1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	\$250,000	\$285,645
<b>Law Enforcement Liability:</b> \$1,000,000 Limit	\$250,000	Included
<b>Public Officials Liability:</b> \$1,000,000 Limit Each Wrongful Act	\$250,000	\$94,782
<b>Automobile:</b> \$1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited	\$50,000- Comp \$50,000-Collision \$250,000- Liability	\$123,477
<b>Crime:</b> Blanket \$1,000,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud \$100,000 sublimit	\$50,000	\$5,000
<b>Excess Liability:</b> Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	\$162,298
<b>Environmental Liability :</b> \$500,000 Limit	\$250,000	Included
<b>Cyber Risk:</b> \$5,000,000 Limit	\$50,000	\$55,000
<b>Workers' Compensation:</b>	\$250,000	\$452,113
<b>Grand Total Annual Contribution</b>		<b>\$1,522,866</b>
	Total Contribution Due	<b>\$1,522,866</b>
<b>STOP LOSS P&amp;C</b>	\$1,200,000	
<b>STOP LOSS WC</b>	\$1,250,000	
<b>STOP LOSS LIMIT P&amp;C</b>	\$1,000,000	
<b>STOP LOSS LIMIT WC</b>	\$1,000,000	
<ul style="list-style-type: none"> <li>• All TPA Services Included</li> <li>• WC Bill Review \$7.50 Per Bill &amp; 22% of PPO Savings</li> <li>• Nurse Case Management \$90 Per Hour</li> </ul>		



**WVcorp**

**Contribution Summary Form**

Coverage - OPTION 2	Deductible	Contribution
<b>Property:</b> Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	\$50,000	\$305,623
<b>Inland Marine:</b> Replacement Cost if Scheduled, otherwise Actual Cash Value	\$50,000	\$5,868
<b>Equipment Breakdown</b>	\$5,000	\$33,060
<b>General Liability:</b> \$1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	\$300,000	\$267,630
<b>Law Enforcement Liability:</b> \$1,000,000 Limit	\$300,000	Included
<b>Public Officials Liability:</b> \$1,000,000 Limit Each Wrongful Act	\$300,000	\$90,076
<b>Automobile:</b> \$1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited	\$50,000- Comp \$50,000- Collision \$300,000- Liability	\$123,477
<b>Crime:</b> Blanket \$1,000,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud \$100,000 sublimit	\$50,000	\$5,000
<b>Excess Liability:</b> Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	\$162,298
<b>Environmental Liability :</b> \$500,000 Limit	\$300,000	Included
<b>Cyber Risk:</b> \$5,000,000 Limit	\$50,000	\$55,000
<b>Workers' Compensation:</b>	\$300,000	\$412,623
<b>Grand Total Annual Contribution</b>		<b>\$1,460,655</b>
Total Contribution Due		<b>\$1,460,655</b>
<b>STOP LOSS P&amp;C</b>	\$1,200,000	
<b>STOP LOSS WC</b>	\$1,250,000	
<b>STOP LOSS LIMIT P&amp;C</b>	\$1,000,000	
<b>STOP LOSS LIMIT WC</b>	\$1,000,000	
<ul style="list-style-type: none"> <li>• All TPA Services Included</li> <li>• WC Bill Review \$7.50 Per Bill &amp; 22% of PPO Savings</li> <li>• Nurse Case Management \$90 Per Hour</li> </ul>		

WVcorp Member Agreement assessment provision language located under section 15, paragraphs 3 and 4 is waived in the event this Option (2) is selected.



**RESPONSE NEEDED** - If electing option(s) below, please indicate on Coverage Intent Form form. Otherwise, coverage will be based upon current coverage as you do not wish to select proposed option(s) below.

**2023 - 2024 Quote Options for  
City of Charleston**

**OPTION 1 : Reduced Cyber Deductible**

Limit	Deductible	Additional Contribution
\$5,000,000	\$25,000	\$15,000

**OPTION 2 : Auto Physical Damage Deductible**

Deductible	Additional Contribution
\$25,000	\$42,000

**OPTION 3 : Auto Physical Damage Deductible**

Deductible	Additional Contribution
\$5,000	\$120,000

**OPTION 4 : Property Deductible**

Deductible	Additional Contribution
\$25,000	\$45,000



## Property

- WVCoRP provides members with the most extensive property coverage available.
- Property coverage is Special Form specifically drafted for public entities; all perils are covered except those specifically excluded.

### Buildings and Contents

Total Building Values	\$ 449,436,151
Total Contents Values	\$ 10,408,549
Business Income / Extra Expense (\$100,000 Automatic or as scheduled)	\$ 4,000,000

### Coverage Includes: (no additional charge)\*

- Back-up of Sewers & Drains: \$1,000,000 Limit
- Debris Removal: \$20,000,000 Pool Limit
- Pollutant Clean-up and Removal: \$500,000 Pool Limit
- Newly Acquired Property: \$10,000,000 Limit (up to 120 Days)  
When timely reported, covered until renewal at no additional charge if under \$500,000 in value;  
additional charge for new values above \$500,000
- Property in Transit: \$5,000,000 Pool Limit
- Utility Services Time Element: \$2,000,000 Pool Limit
- Building Ordinance/Increased Cost of Construction/Demolition: up to \$20,000,000 Pool Limit
- Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to \$10,000,000 Pool Limit
- Flood (if outside the 100 year flood plain): up to \$10,000,000 Pool Limit
- Architect & Engineering fees for plans, specifications, and supervision included upon replacement
- Error in Reporting Provision
- Improvements and Betterments to buildings leased by the member
- Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet  
of the premises provided their values are included in the schedule

*\*Does not apply to properties valued at Actual Cash Value (ACV)*

### Coverage Available (Additional Charge):

Builders' Risk during building construction (Optional - must be reported)

### Perils Covered

- Special Form; specifically drafted for public entities; all perils are covered except those specifically excluded.
- Flood (if outside the 100 year flood plain) and Earthquake are included.

### Valuation

- Building & Contents – Replacement Cost, except vacant property at Actual Cash Value or stated otherwise
- Business Income - Actual Loss Sustained

### Other Terms

- Blanket Limit
- No Coinsurance
- Vacant Buildings must be reported.  
*If vacant building becomes occupied, please notify WVCoRP to ensure proper coverage is in place.*

### Deductibles (Per Occurrence)

- \$50,000 Building & Contents
- \$50,000 Flood
- \$50,000 Earthquake

### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.
- **Vacant:** A building that does not contain adequate Covered Property to conduct customary business operations.



## Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

### Inland Marine

Total Inland Marine Value (Per Schedule)	\$ 21,000,618
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### Computers / Electronic Data Processing (EDP)

Hardware (Per Schedule)	\$ 1,000,000
Software (Per Schedule)	Included

### Perils Covered

- Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.
- Electronic Data Processing (EDP) includes electrical and mechanical breakdown.

### Valuation

- Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:
- Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.

### Deductible

\$50,000

### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.

## Equipment Breakdown

- Equipment Breakdown is comprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry

### Limits

- \$50,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense, and Hazardous Substances
- \$1,000,000 Newly Acquired Property (up to 90 Days)
- \$1,000,000 Demolition (Coverage B)
- \$1,000,000 Increased Cost of Construction (Coverage C)
- \$1,000,000 Service Interruption
- \$250,000 Spoilage Damage
- \$100,000 Electronic Data or Media Damage

### Covered Events

Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes and air conditioning vessels.

### Deductibles

- 24 Hours Business Income Loss
- \$5,000 Per Occurrence



## General Liability

- WVcorp general liability coverage provides the broadest protection for public entities in West Virginia.
- WVcorp coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available

### Basis of Contribution

Net Operating Expense	\$ 64,919,237
-----------------------	---------------

### Limits

- \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence
- No Annual Aggregate

### Additional Coverages

- Failure to Supply (No Sublimit)
- Sidetrack Agreements including Railroads
- Contractual Liability for Covered Contracts
- Personal Injury and Advertising Liability
- Broad Form Property Damage Liability
- Incidental Medical Malpractice
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Products/Completed Operations
- Punitive Damages Covered in Most Cases
- Employee Benefits Liability

### Deductible

\$300,000 Per Occurrence



## Cyber Risk

- WVcorp members are covered for online privacy matters (including identity theft), losses due to network security breaches (including hacking and viruses), copyright infringement, and online slander or libel, among other issues.
- Increased limits available

### Limits

- \$5,000,000 Per Occurrence and Aggregate - Per Member

Coverages
<p><b>Network Security, Privacy, and Data Breach Liability</b></p> <ul style="list-style-type: none"> <li>• Liability for unauthorized access to the computer network, including personal identifying information such as social security numbers, credit card numbers, etc.</li> <li>• Liability for transmission of a computer virus</li> </ul>
<p><b>Multimedia Liability</b></p> <ul style="list-style-type: none"> <li>• Copyright/trademark infringement, invasion of privacy, plagiarism, libel and slander through website or social media</li> </ul>
<p><b>Regulatory Liability</b></p> <ul style="list-style-type: none"> <li>• Liability, including defense costs, resulting from a claim by an official regulatory agency or governmental body as a result of a security breach or privacy breach or breach of privacy regulations</li> <li>• Includes civil and/or administrative penalties or fines imposed by an official regulatory agency or governmental body</li> </ul>
<p><b>Data Breach Incident Response</b></p> <ul style="list-style-type: none"> <li>• Expenses paid to third party service providers arising from a data breach for legal services, notification expenses, fraud monitoring and resolution services, call center services, public relations services, and computer forensic services.</li> </ul>
<p><b>Data Restoration</b></p> <ul style="list-style-type: none"> <li>• Costs to restore, compile or replace data</li> <li>• Reasonable and necessary costs and expenses to determine scope of breach</li> <li>• Costs paid to restore, compile or replace data to a third party as a result of a network security breach or cyber extortion event</li> </ul>
<p><b>Cyber Extortion</b></p> <ul style="list-style-type: none"> <li>• Reimbursement of reasonable costs and expenses resulting from request for money to avoid damage, destruction, corruption or introduction of a computer virus, a malicious code or denial of service</li> </ul>
<p><b>Social Engineering Fraud</b></p> <ul style="list-style-type: none"> <li>• Covers financial loss relating to a social engineering event whereby an employee is instructed to move funds to another bank fraudulently</li> </ul>
<p><b>PCI DSS Fines</b></p> <ul style="list-style-type: none"> <li>• Covers PCI contractual costs and regulatory fines following a security or privacy event</li> </ul>
Deductible
<ul style="list-style-type: none"> <li>• \$50,000 Per Occurrence</li> </ul>

## Environmental Liability

- WVcorp provides members with liability protection for first and third party environmental liabilities.
- Coverage for third party cleanup involving above ground pollution exposures is included.

### Limits

- \$500,000 Each Incident and Aggregate - Per Member
- \$1,000,000 Pool Aggregate

### Coverages

- Third Party Clean-up for above ground pollution exposures, such as:
  - Water & Sewer Operations
  - Transfer Stations
  - Spraying of Pesticides and Herbicides
  - Golf Courses
  - Above Ground Storage Tanks

### Exclusions \*

- Underground Storage Tanks
- Landfills

\* WVcorp will place coverage for these excluded exposures through a commercial carrier, if requested.

### Deductible

- \$300,000 Per Occurrence



## Law Enforcement Liability

- WVcorp Law Enforcement Liability provides protection from allegations arising from law enforcement operations.

### Limit

- \$1,000,000 Personal Injury, Property Damage, or Wrongful Act – Per Occurrence

### Coverages

Follows Coverage Contract for Liability Coverage

### Additional Coverages

- Bodily Injury/Property Damage with respects to Law Enforcement operations
- Personal Injury Liability
- Broad Form Property Damage Liability
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Volunteers included as covered persons (volunteer fire & rescue are excluded)
- Contractual Liability for covered contracts

### Deductible

- \$300,000 Per Occurrence



## Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded coverages
- Prior Acts Coverage included if prior coverage was written on claims-made basis.

### Limits

- \$1,000,000 Each Wrongful Act
- \$1,000,000 Annual Aggregate

### Policy Form

Occurrence

### Coverages

- Employment Practices
- Sexual Harassment
- Notary Public applicable for all current employees while acting within the course and scope of their notarial duties of the Member
- Defense cost in addition to coverage limits

### Additional Provisions

- Claims handled when filed, not only if a lawsuit is filed

### **\$100,000 Defense Limit provided for the following excluded coverages:**

- Employment Wrongful Acts, when no monetary damages requested
- Land Use/Eminent Domain (subject to \$25,000 Deductible)
- Suits for non-monetary relief brought to remove an elected official pursuant to WV Code §6-6-7 (subject to \$25,000 Deductible)

### **\$50,000 Defense Reimbursement Limit provided for the following excluded coverages:**

- Criminal Acts (subject to a \$10,000 Deductible); see contract language for specific terms and conditions

### Deductible

- \$300,000 Per Occurrence



## Automobile Liability and Physical Damage

- WVcorp coverage includes hired and non-owned vehicles
- Automatic coverage for newly acquired vehicles at no additional charge until renewal.
- Excess limits available.

### Basis of Contribution

Number of Vehicles	435
--------------------	-----

### Liability

#### Limits

- \$1,000,000 Hired Auto Bodily Injury & Property Damage Liability
- \$1,000,000 Liability Limit For Owned and Hired Autos - Bodily Injury and Property Damage - Each Occurrence
- \$1,000,000 Non-Owned Auto Liability (excess over any other collectible insurance)
- \$25,000 Per Person/\$50,000 Per Accident/\$25,000 Property Damage Uninsured Motorists / Rejected Underinsured
- \$1,000,000 Garage Liability/\$100,000 Garagekeepers  
No Annual Aggregate

#### Additional Coverages

- Out of State No Fault Coverage provided at the basic minimum limits required by state law
- Newly acquired vehicles covered until renewal at no additional charge
- Unlimited Physical Damage for all owned vehicles; deductible will apply
- Replacement cost coverage can be provided on any vehicle with a replacement cost value in excess of \$50,000
  - Must be reported at 100% of replacement cost value
  - Additional charge will apply

### Physical Damage

#### Deductibles

- \$50,000 Comprehensive (ACV)
- \$50,000 Collision (ACV)
- \$250 Physical Damage to Hired or Borrowed Autos (up to \$50,000)

### Definitions

- **Replacement Cost (RC):** The Fund will pay the lesser of: (a) the cost of repairing damaged property or replacing damaged or stolen property with the same kind or quality; (b) the cost to replace the damaged or stolen property with comparable new property as of the time of loss; or (c) the Limit of Coverage applicable to the lost, damaged or stolen Covered Auto.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.

Please provide values for all vehicles you wish to have this coverage applied to effective 07/01/2022



## Crime Coverage

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees, board members, commission members and volunteers.

### Limits

- \$1,000,000 Per Occurrence
- \$100,000 Telephone Toll Fraud

### Coverage Forms

- Employee Theft
- Employee Dishonesty (Faithful Performance Form)
- Loss Inside and Outside the Premises
- Money Orders and Counterfeit Paper Currency
- Depositors Forgery Coverage
- Computer Fraud
- Funds Transfer Fraud

### Public Officials Required Bond

Meets maximum listed Bond value for all public officials as outlined by West VA Code §6-2-10, §6-2-10A, and §6-2-11

### Deductible

- \$50,000 Per Occurrence

## Excess Liability

- Excess liability provides additional limits over and above the underlying limits for those coverages for which excess limits are purchased.
- Underlying limits must be exhausted before excess liability is available for losses.

### Limits

- Excess Automobile Liability
  - \$4,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess General Liability
  - \$4,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess Law Enforcement Liability
  - \$4,000,000 Limit
  - \$0 Annual Aggregate
- Excess Public Officials Liability
  - \$4,000,000 Limit
  - \$4,000,000 Annual Aggregate

*\*Does not include Non-Owned Automobile Liability, Garage Liability, and Uninsured/Underinsured Motorists Coverage*



## Workers' Compensation

- WVcorp provides the most affordable and responsive Workers' Compensation coverage available.
- WVcorp provides leading medical bill review and case management services to ensure cost effective treatment and return to work for injured employees.
- Online claim reporting capability through our WVcorp member website.

### Coverages

Workers' compensation coverage is provided in accordance with and limited to guidelines established by the Offices of the West Virginia Insurance Commissioner and Employers Liability.

### Employers' Liability

Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease (Per Person)	\$1,000,000
Bodily Injury by Disease (Per Accident)	\$1,000,000

Classification	Group	Code	Payroll	Rate (Per \$100 Payroll)	Contribution
Landscape Gardening & Drivers		0042	\$783,820	\$5.38	\$42,169.52
Street Construction & Drivers		5506	\$2,072,435	\$8.21	\$170,146.91
Firefighters & Drivers		7710	\$10,881,145	\$2.32	\$252,442.56
Police Officers & Drivers		7720	\$11,289,869	\$3.02	\$340,954.04
Auto Service or Repair		8380	\$792,512	\$1.60	\$12,680.19
Clerical		8810	\$7,630,757	\$0.15	\$11,446.14
Attorney - All Employees		8820	\$408,645	\$0.10	\$408.65
Building Operated by Owner		9015	\$473,012	\$2.39	\$11,304.99
Park NOC - All		9102	\$1,225,990	\$1.98	\$24,274.60
Cemetary & Drivers		9220	\$150,554	\$3.57	\$5,374.78
Garbage Collection & Drivers		9403	\$2,012,552	\$6.75	\$135,847.26
Municipal Employees NOC		9410	\$2,696,679	\$2.30	\$62,023.62
Municipal Social Workers		9411	\$277,351	\$1.98	\$5,491.55
<b>Total Payroll:</b>			<b>\$40,695,321</b>		

Manual Contribution	\$1,074,564.80
Experience Modification	1.00
Modified Contribution	\$1,074,564.80
Scheduled Debit/Credit	(\$682,348.65)
Regulatory Surcharge	1.05
<b>Total Estimated Annual Contribution</b>	<b>\$412,623</b>

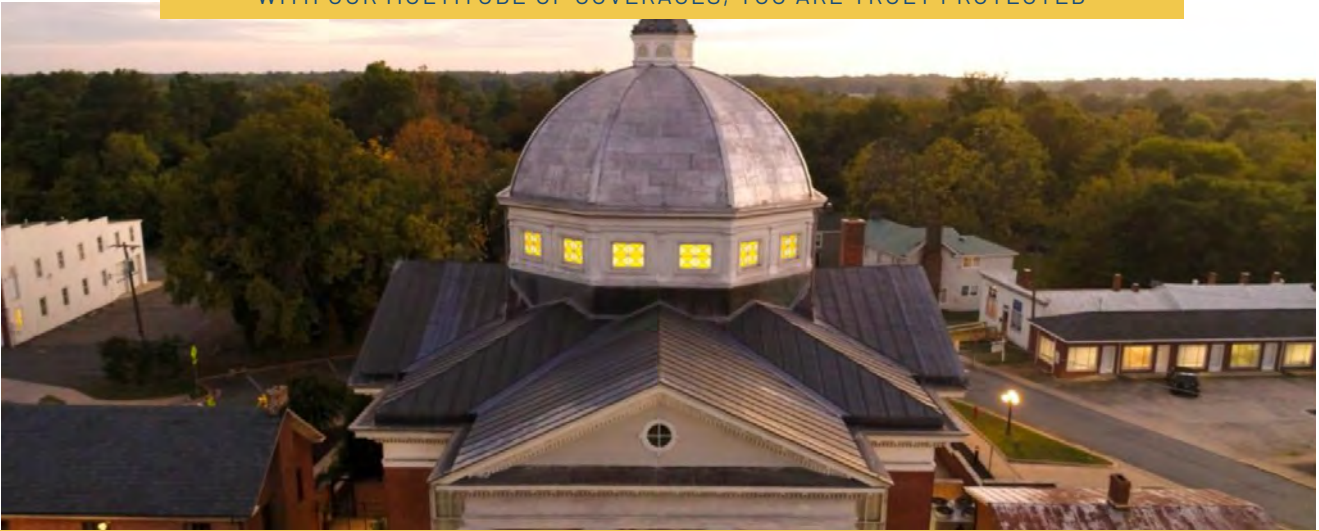
**Workers' Compensation Coverage is available only if Property & Casualty coverage is in place through WVcorp.**

The classifications and codes shown are established by the National Council on Compensation Insurance (NCCI) and are the same as those used by insurance companies in West Virginia.

Rates have been filed with the State Corporation Commission and are subject to approval.

**Workers' Compensation Coverage Contribution is payable in equal quarterly installments.**

Subject to Audit and Annual Adjustment



## Local Government Coverages

We diligently listen to our members to provide a growing number of coverages in-house, including those below:

- **Property** - Written specifically for West Virginia local governments under a "special form," meaning all perils are covered unless specifically excluded
- **Inland Marine** - Covers trailers, boats, and other movable and specialized property, as well as miscellaneous equipment
- **Boiler & Machinery** - Covers a wide range of equipment such as air conditioning and refrigeration, boilers, and pressure vessels
- **Crime** - Covers crimes committed by employees and volunteers, including losses of money and securities, failure to faithfully perform duties, forgery, and computer fraud
- **Auto** - Covers all vehicles you own, as well as hired and rented vehicles for member business
- **General Liability** - Provides the broadest protection and defense for public entities against allegations of bodily injury or property damage
- **Public Officials Liability** - Provides coverage and defense against allegations of wrongful acts, such as sexual harassment, employment practices, petition for removal, and criminal defense reimbursement
- **Law Enforcement Liability** - Protection and defense from allegations against your officers and their actions
- **Environmental Liability** - Provides members liability protection, including defense, arising from an environmental incident of discharge or release of pollutants
- **Cyber** - Provides coverage due to network security breaches that may include hacking, malware, viruses, and online privacy matters like identity theft
- **Workers' Compensation** - Provides the most affordable and responsive workers' compensation program available
- **Excess/Increased Limits** - All coverages can be customized with increased limits beyond what is standard

## WVcorp is right for local government.

You have been entrusted with the power and responsibility to govern your communities, so why shouldn't you have more control over the coverage decisions that matter most when it comes to safeguarding your peace of mind? With WVcorp, you are an owner of the program and its assets, and you have a voice in guiding the direction of the risk pool. WVcorp is governed by a Supervisory Board elected from and by our membership. Why do so many local government entities trust WVcorp with their coverage needs?

- Former local government officials on staff
- Endorsed by WVACo, CCAWV, and WVML
- Only self-insurance risk pool for local government entities in West Virginia
- Only comprehensive cyber liability coverage program available in West Virginia
- Customizable training available at no additional charge

## We truly understand you.

WVcorp was founded upon the vision of providing the best coverages possible for local government while maintaining price stability and transparency. The fact that today WVcorp has been so successful is a testament to our unwavering commitment to those founding principles. Because we work exclusively with local government members of all sizes, we are able to tailor our coverages specifically to your unique needs and quickly respond to new coverage challenges that emerge. WVcorp was the first to offer comprehensive programs for cyber liability, environmental liability, and active shooter coverage, among others, and we are constantly analyzing the regulatory environment for new ways to innovate.

## We are committed to stability.

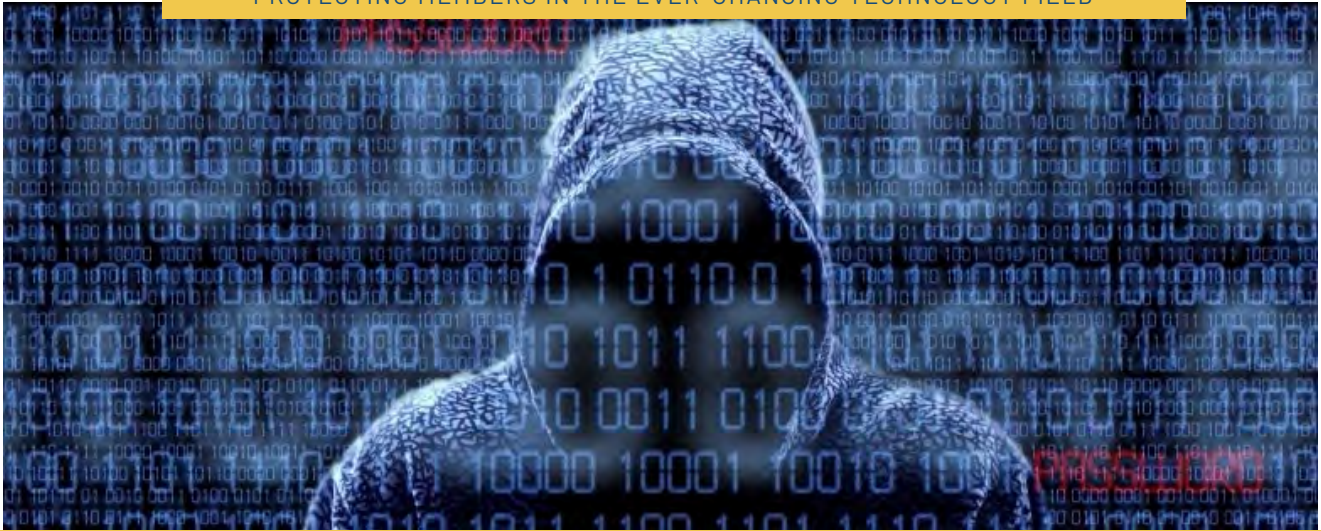
While the insurance industry as a whole has experienced considerable volatility and regular rate increases, the pool has enjoyed remarkable rate stability year after year. Not only that, but we bring you our rates without gimmicks or games. Although our policy period begins on July 1 each year, you can expect to receive your renewal quote in mid-March, giving you ample time to prepare your budget accordingly. We empower our members to run their own loss reports at the click of a button on our website without having to request that information through an agent. Because we are on the same team when it comes to your protection, we openly share every bit of information that we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.

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For more information about this program, please contact the following:

[info@riskprograms.com](mailto:info@riskprograms.com)





# Cyber Risk Coverage

Protect your organization from the latest online threats.

WVcorp gives members peace of mind by providing liability coverage for digital breach of information. In the rapidly-evolving landscape of the technology world, new threats are always around the corner. WVcorp's CyberRisk coverage provides protection from the latest threats and liability concerns. We want members to feel safe when accessing the Internet, which is vital for work life as well as using digital information and equipment when conducting public business.

## Cyber claim frequency has escalated:

- According to the FBI, instances of Cybercrime have jumped as much as 300% since the beginning of the coronavirus pandemic
- The Bureau's Internet Crime Complaint Center (IC3) says it receives between 3,000 and 4,000 cyber security complaints every day, up from around 1,000 complaints per day
- Attacks against public entities have intensified (SolarWinds)
  - \$1,500,000 Ransomware event
  - \$700,000 Social Engineering event



## Our Solution

Our coverage includes:

- Network and Information Security Liability
- Communication and Media Liability
  - For unauthorized access to or breaches of personal identifying information
  - Transmission of a computer virus
  - Copyright and trademark infringement, plagiarism, libel, and slander online
- Regulatory Defense Expenses
  - For any claims by a governmental agency resulting from liability related to network security lapse or breach
- Crisis Management and Security Breach Notification Expenses
  - Coverage for public relations services as a result of a network breach or communication fault
  - Expenses to determine the scope of the breach
  - Costs of notification of all affected parties as required by law

## WVcorp is the only local government self-insurance pool that provides:

- Cyber liability coverage with zero deductible
- Cyber Breach Attorney guidance on each claim
- Claims handled by Specialists familiar with Cyber Security trends
- Ransomware/Public Relations event response coverage, no sublimit
- Social Engineering/Fraudulent Instruction event coverage, no sublimit
- No pooled aggregate for purchase of \$1,000,000 limit or greater
- Increased coverage available up to \$10,000,000 limit

For more information about this program, please contact the following:

[info@riskprograms.com](mailto:info@riskprograms.com)





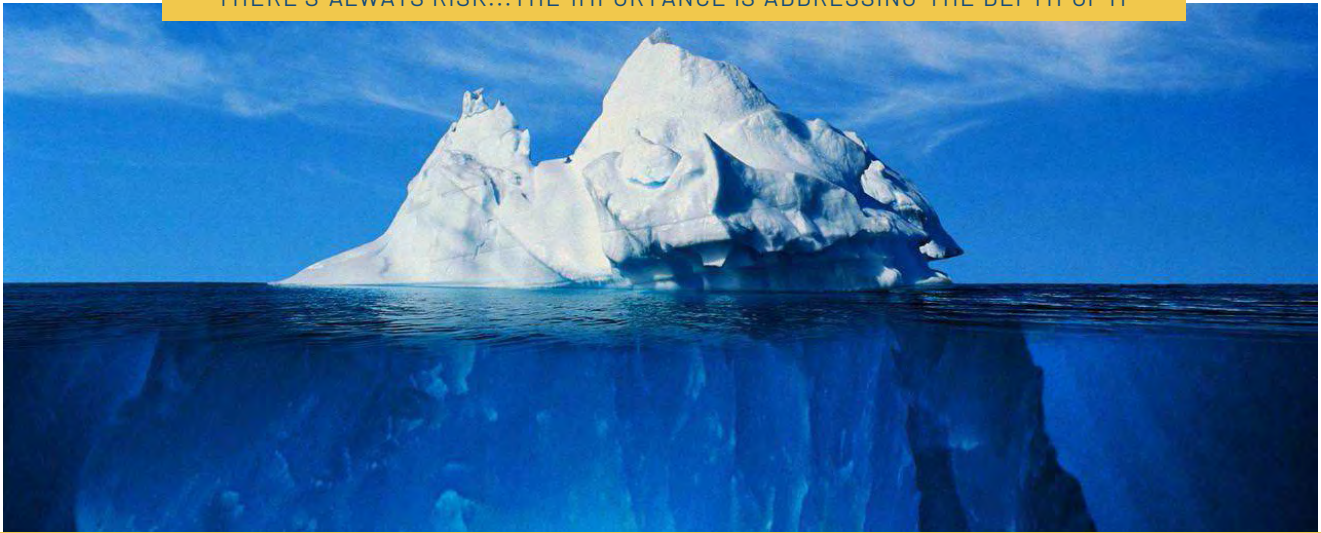
## Online Member Portal

Our portal makes it easy to file or review claims and so much more.

We give you access to online tools to help you streamline and simplify your risk management efforts. We believe that interactions with your coverage provider should be easy and transparent. That is why we take you behind the curtain with our secure member portal. When you log in with your unique password, you have the following features available at your fingertips:

- **Homepage** – The home page gives you a quick snapshot of your organization’s claims data without going too far into the weeds. You can see a broad overview of the status of current fiscal year claims, current claims by claim type, your financial data over the previous 5 years, and all open claims without ever leaving the home page.
- **Claim reporting tool** – We strive to make reporting claims as simple and convenient as possible. With our claim reporting tool, you can fill out a form online to file a claim, and you’ll instantly receive a claim number to help you track your claim through our system.
- **Claim viewer** – You have a right to your claims data. With our claim viewer, we give you access to all the information that we have on each of your losses. You can filter and search for specific claims in order to see the details and financial data associated with each individual claim. We even post our adjuster’s notes and correspondences to keep you apprised of any new developments.
- **Report generator** – You have the ability to create, view, and export your own loss runs without ever having to contact us. You can customize your loss reports by selecting which lines of coverage you’d like to see, setting a date range, and choosing to view a summary or detailed report.
- **Site tools** – We offer several online tools that allow you to view your vehicle, equipment, and property schedules, make edits to those schedules, or even request certificates of insurance without ever having to pick up the phone.
- **Risk control resources** – This resource library contains relevant sample policy and procedure templates that can be customized to suit your needs. You will also find training webinars and corresponding presentation slides that can be used to educate your staff.





## Risk Control Services

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Our team helps identify and minimize the risks you encounter every day.

While WVcorp is proud to offer the most comprehensive coverages available to protect your organization, we know that every claim can still be disruptive and shouldn't be accepted as an inevitable part of operations. In addition to the financial burden, claims can cost you precious time, result in public embarrassment, or even alter the lives of the individuals involved. Fortunately, we're here to help.

### Our solution

Our Risk Control team is available to help you mitigate risk before it ever results in an incident. Our extensive experience in the operations of our members enables us to identify and address common exposures shared by all as well as those specific to your unique operations.

### Customized to your needs

Our services are custom-tailored to meet the distinct needs of each member. We have an extensive array of member-specific programs, including those for:

- Counties, Cities, Towns, and Villages
- Law Enforcement
- Authorities, including Water & Sewer

## Breadth of services

Proactive risk control is the essence of pooling, so WVcorp offers a wide array of services to help members working control their risks. From employee training to policy consultation to physical property walkthroughs, our staff will work with you to help identify exposures that can impact your operations from a safety, liability, and property damage standpoint.

Services offered through our Risk Control department include:

- Organizational Risk Management Consultation – Educating member contacts about coverage, loss history, exposures, and strategies for reducing specific losses
- Loss Analysis
  - Workers' Compensation & Property and Casualty
    - Summary by Year
    - Summary by Claim Type
    - Departmental Summary
  - Open claims analysis
  - Detailed individual claim review
- "Train the trainer" approach to promote internal safety programs
- Safety Committee assistance – Supporting members in developing, operating, and leading safety committees
- Employee training – Customized training sessions at member sites to address risk management needs
  - Topics include:
    - Safety and OSHA related training
    - Human Resources
    - Cyber Liability
    - Fleet Management
    - Law Enforcement specific training
  - In-person, live via video conferencing platform, and pre-recorded webinar formats available
  - Online archive of recorded training webinars
  - Safety Source – Online collection of over 1,000 safety videos available to stream instantaneously
- Periodic pool-wide webinars on relevant risk management issues
- On-site facility safety surveys
  - Comprehensive reviews of facility safety
  - Evaluation of work procedures, including job-safety analysis and ergonomics
  - Playground safety inspections with Certified Playground Safety Inspector (CPSI)
  - Fire and electrical hazard assessment
- Policy Consultation – Assisting members with creation or review of formal, written safety programs, policies, and procedures
- Archive of customizable templates available online

For more information about this program, please contact the following:

[info@riskprograms.com](mailto:info@riskprograms.com)





# Law Enforcement Training

The selfless nature of our law enforcement personnel makes it necessary that they be trained to look out for their own wellbeing while also looking out for the safety of the citizenry.

No matter how safe we attempt to make their jobs, law enforcement officers have an inherently dangerous profession, and they willingly accept those risks. However, we see an increasing number of preventable incidents that could have been avoided had appropriate training been in place.

## Our Solution

WVcorp employs a Public Safety Specialist with a law enforcement background whose focus is solely our members' law enforcement agencies. This specialist, along with other members of WVcorp's Risk Control team, provides law enforcement training on several key areas, including:

- Wellness and physical fitness to ensure optimal performance
- Safety awareness, including pictures, news reports and videos of incidents from our vast claims experience
- Injury and fatality statistical analysis, as well as accident trends based on claims reporting and other data

- Scenario awareness through prior and pending litigation, where law enforcement is either plaintiff or defendant through our claims experience and national stories
- State law changes that affect law enforcement, as well as policy review
- Safety mindset and complacency, traffic-stop safety, arrest safety and safe transport of prisoners
- Hands-on driving training, including driving simulator scenarios
- Mental fitness to prevent and heal from PTSD and mental stress
- Division of Justice and Community Services updates
- Critical Incident Review - video, statements, and reports

## Submit training for credit.

Along with these training opportunities, we also offer up to 14 hours of coursework that can be submitted to the state for credit:

- Law Enforcement Defensive Driving – 2 hours
- Law Enforcement Emergency Driving/Pursuit – 4 hours
  - Responsibilities
  - Policy Review
  - Sovereign Immunity
- Driving Simulator – 2 hours
- Law Enforcement Safety Attitudes – 2 hours
  - Safety attitude makes a difference
  - Making safety a core value
  - Recognizing unsafe attitudes
  - Emergency vehicle operations
  - Traffic stops
  - Making arrests
  - Transporting suspects
  - Safety away from work
- Below 100 – 4 hours
  - Wear your seatbelt
  - Wear your vest
  - Watch your speed
  - Complacency skills
  - WIN (What's Important Now)

For more information about this program, please contact the following:

[info@riskprograms.com](mailto:info@riskprograms.com)



Resolution No. 769-23

Introduced in Council:

Adopted by Council:

February 21, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 769-23 - Authorizing the Mayor or City Manager to purchase 41 sets of bunker  
2 gear for the Fire Department from Red Hot Fire Equipment, for a unit cost of \$2,349.00 each  
3 and the total amount of \$96,309.00 pursuant to a competitively sourced multi-state contract.

4

5 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 Red Hot Fire  
8 Equipment in the amount of \$96,309.00 for the purchase of 41 sets of bunker gear for the Fire  
9 Department pursuant to a competitively sourced multi-state contract.



**INSTRUCTIONS:** This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$2,500 or more**. A minimum of 3 quotes is required for this form.

CITY OF CHARLESTON  
**Purchase Request**

Date: 2/3/23

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: \_\_\_\_\_

21 sets of turnout gear - new recruits

20 sets of turnout gear - replacements for worn gear

Purchase justification: \_\_\_\_\_

Turnout gear is required PPE (coats and pants) for new recruits and firefighters.

(purchasing from Red Hot Fire Equipment through Sourcewell contract)

If approved, the total purchase price will be: \$96,309

(Check One)

- The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).
  
- The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

- |    |                               |                               |
|----|-------------------------------|-------------------------------|
| 1. | <u>Red Hot Fire Equipment</u> | Price Quote: \$ <u>96,309</u> |
| 2. | _____                         | Price Quote: \$ _____         |
| 3. | _____                         | Price Quote: \$ _____         |
| 4. | _____                         | Price Quote: \$ _____         |
| 5. | _____                         | Price Quote: \$ _____         |

The apparent low-bid vendor *meeting specifications* is: Red Hot Fire Equipment

AND

The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with \_\_\_\_\_ because:

\_\_\_\_\_

\_\_\_\_\_

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

**ITEM A** (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) \_\_\_\_\_

**REQUESTOR'S DECLARATION**

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) \_\_\_\_\_

Request Submitted By: Lisa Fisher for CFD <sup>L.F.</sup> Department: City Manager's Office

Is this purchase being paid with grant funds?  Yes  No

\*\*\*\*\*

Funds Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Financial Officer

Account Number: 001-706-00-000-3-345 (budgeted)

City Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**RED HOT FIRE EQUIPMENT**

1515 Lower Gragston Creek Rd  
Prichard, WV 25555

**Quote**

Date	Estimate #
2/2/2023	1312

Name / Address
Charleston Fire Department 808 Virginia St. W Charleston, WV 25302

Ship To
Charleston Fire Department 808 Virginia St. W Charleston, WV 25302

P.O. No.	Terms	Rep
	Net 15	SC

Item	Description	Qty	Cost	Total
PSGQ24798-A	Lion TOG Charleston WV Spec	41	2,349.00	96,309.00
			<b>Total</b>	\$96,309.00

Steve Cavender, Regional Sales & Service  
304-674-1382

Web Site
<a href="http://www.redhotfireequipment.com">www.redhotfireequipment.com</a>





**Solicitation Number: RFP #032620**

**CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **LION First Responder PPE Inc.**, 7200 Poe Ave., Suite 400, Dayton, OH 45414 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

**B. WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

**C. DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

**A. SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcwell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell membership requirements and documentation and will encourage potential members to join Sourcwell. Sourcwell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcwell contract number. Members will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

**B. ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

### 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

### 20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

**B. CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

**C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

**D. WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other Insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139C06489...  
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 5/5/2020 | 5:00 PM CDT

LION First Responder PPE Inc.

DocuSigned by:  
By: Mark T. Smith  
587DDC8A46E94B0...  
Mark T. Smith

Title: President LION Americas

Date: 5/6/2020 | 9:52 AM CDT

Approved:

DocuSigned by:  
By: Chad Coquette  
7E42B6F817A64CC...  
Chad Coquette

Title: Executive Director/CEO

Date: 5/6/2020 | 9:53 AM CDT

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	35%
Wildland Fire Fighting Protective Gear Versa Pro/Versa Pro Plus	15%
EMS & General Fire Garments	-
• Technical Rescue TR51	35%
• Urban Search and Rescue	35%
• Emergency Medical Operations Protective Ensembles TR51	35%
• Station Wear	35%
Helmets	35%
CBRN	15%
Gloves	10%
Boots	20%
Accessories Turnout Only	35%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	20%
Particulate Blocking Hoods	15%
Med Pro	15%
Core Training Products	3%

# RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

## Vendor Details

Company Name: LION First Responder PPE  
Does your company conduct business under any other name? If yes, please state: LION  
Address: 7200 Poe Avenue  
Dayton, OH 45414  
Contact: Melissa Kirk  
Email: mkirk@lionprotects.com  
Phone: 937-266-0869  
Fax: 937-415-0869  
HST#: 47-1845529

## Submission Details

Created On: Tuesday February 25, 2020 11:04:25  
Submitted On: Thursday March 26, 2020 15:27:16  
Submitted By: Melissa Kirk  
Email: mkirk@lionprotects.com  
Transaction #: ce8d59f7-17bf-4a73-99ce-22a9fa717684  
Submitter's IP Address: 72.0.146.98



## Main Menu \ Account/Contractor Status Inquiry

### Basic Account Information

<b>Account ID #</b>	32101	<b>Business and Occupation Active:</b>	
<b>Account Name:</b>	RED HOT FIRE EQUIPMENT CO	<b>Business License Active:</b>	No
<b>DBA:</b>		<b>City Services Fee Active:</b>	No
<b>Status:</b>	ACTIVE	<b>Status Date:</b>	08/09/2021
<b>Date Entered RTS:</b>	08/09/2021	<b>Date Start:</b>	01/01/1999
<b>Location Code:</b>	OUTSIDE	<b>SIC:</b>	5999
<b>Phone Number:</b>	(304) 486-5438	<b>Cell Number:</b>	
<b>Contact Name:</b>	ROGER MITCHELL		

### Account Physical Address

**Attention To:**  
**Address 1:** 1515 LOWER GRAGSTON CREEK  
**Address 2:**  
**City, State:** PRICHARD , WV 25555

### Account Mailing Address

**Address Type:** Account Physical Address

### Lookup Results :

Trace Number: 64853

Results: **The Account is allowed to have transactions**

[RETURN TO INQUIRE](#)

Resolution No. 770-23

Introduced in Council:

Adopted by Council:

February 21, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 770-23 - Authorizing the Mayor to execute the attached Termination of Lease  
2 and Settlement Agreement between the City of Charleston and CRA Communications, LLC,  
3 successor in interest to Charles Ryan Associates, LLC.  
4

5 Whereas, Parties entered into a lease agreement dated November 7, 2011, which is attached  
6 hereto as Exhibit B, pertaining to the use of office space located in Suite 301 of 601 Morris  
7 Street, Charleston, WV; and  
8

9 Whereas, the term of the lease was for fifteen (15) years, with an expiration date of December  
10 31, 2027, with early termination options contained therein; and  
11

12 Whereas, the Tenant has made timely payments under the terms of the lease and has  
13 requested that the Landlord grant a termination of the lease at an end date of April 30, 2023, in  
14 exchange for a one-time payment of \$90,042.47 to buy out the remainder of the term of the  
15 lease; and  
16

17 Whereas, Tenant has agreed to vacate the premises on or before 11:59 p.m. on April 30, 2023,  
18 and City has agreed to accept \$90,042.47 as a buy out of the remainder of the term of the  
19 Lease.  
20

21 Be it Resolved by the Council of the City of Charleston, West Virginia:  
22

23 That the Mayor is authorized to execute the attached Termination of Lease and Settlement  
24 Agreement between the City of Charleston and CRA Communications, LLC, successor in interest  
25 to Charles Ryan Associates, LLC.



## **TERMINATION OF LEASE AND SETTLEMENT AGREEMENT**

This Termination of Lease and Settlement Agreement (hereinafter the “Agreement”) is entered into this \_\_\_\_ of February, 2023, by **CRA COMMUNICATIONS, LLC**, a West Virginia Limited Liability Company, and successor in interest to CHARLES RYAN ASSOCIATES, LLC, a Delaware Limited Liability Company (hereinafter “Tenant”) and the **CITY OF CHARLESTON, WEST VIRGINIA**, a municipal corporation (hereinafter “Landlord” or “City”).

### **RECITALS**

**WHEREAS**, Tenant and Landlord entered into a lease agreement dated November 7, 2011, (hereinafter the “Lease”, which is attached hereto as Exhibit A and made a part hereof) pertaining to the use of office space located in Suite 301 of 601 Morris Street, Charleston, WV (hereinafter the “Premises”); and

**WHEREAS**, the term of the Lease was for fifteen (15) years, with an expiration date of December 31, 2027, with early termination options contained therein; and

**WHEREAS**, the Tenant has made timely payments under the terms of the Lease and has requested that the Landlord grant a termination of the lease at an end date of April 30, 2023, in exchange for a one-time payment of \$90,042.47 to buy out the remainder of the term of the Lease; and

**WHEREAS**, Tenant has agreed to vacate the Premises on or before 11:59 p.m. on April 30, 2023, and City has agreed to accept \$90,042.47 as a buy out of the remainder of the term of the Lease.

**NOW THEREFORE**, in consideration of the above recitals and the mutual benefits contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Landlord hereby agree as follows:

### **1. FINAL PAYMENTS AND TERMINATION**

The Landlord acknowledges that the Tenant is in good standing on the Lease as of the execution date of this Agreement. The Tenant agrees that it will make its regularly scheduled rental payment under the terms of the Lease of \$9,991.17 for the months of March and April 2023. The Landlord acknowledges that after the April 2023 payment is made, the amount remaining due on the Lease is \$559,505.52 and the Landlord agrees to accept payment of \$90,042.47 in exchange for early termination of the Lease and the other terms and conditions of this Agreement. The Tenant agrees to make the final buy out payment of \$90,042.47 on or before April 30, 2023. Subject to the terms and conditions of this Agreement, the Lease is terminated effective at 11:59 p.m. on April 30, 2023.

**2. YIELD OF PREMISES**

Tenant hereby agrees to vacate and peaceably surrender the Premises on or before 11:59 p.m., April 30, 2023. Tenant agrees that all alterations and improvements shall remain upon and become part of the Premises. Tenant agrees to leave the premises broom-cleaned and in good condition, excepting ordinary wear and tear.

**3. SURVIVAL OF CERTAIN LEASE TERMS**

The Landlord and Tenant agree that Section 8 of the Lease regarding the indemnification of the Landlord, by the Tenant, for certain costs and expenses related to the Tenants use of the Premises, as specifically set forth in subsections a and b of Section 8 shall survive the termination of the Lease and continue to have full force and effect under the terms of this Agreement. In addition, all remaining terms of the Lease shall continue to govern the relationship between the Landlord and Tenant through April 30, 2023.

**4. RELEASE OF LIABILITY**

Tenant does hereby release, acquit, and forever discharge Landlord from any and all claims, demands, actions, causes of action, and suits at law or equity arising from or related in any manner to the Lease or the Premises, including, but not limited to, the right of possession or use of the Premises after April 30, 2023, and the right to compensation or damages in any form whatsoever.

Pursuant to the terms of this Agreement and following the final buy out payment, Landlord does hereby release, acquit, and forever discharge Tenant from any and all obligations under the Lease other than those set forth in the terms of this Agreement.

**5. KNOWING AND VOLUNTARY AGREEMENT**

Landlord and Tenant are relying upon their own judgment and/or the judgment of their own legal counsel or other consultant in entering into this Agreement and have not relied upon or been induced to act by the statements or representations of the other party, including their employees, agents and attorneys, except as to the consideration and covenants herein described. The undersigned affirmatively state that they over the age of eighteen years, are fully competent and authorized to enter into this Agreement, and are otherwise under no incapacity which could affect their legal ability, capacity, authority or competency to enter into this Agreement.

**5. GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE**

This Agreement shall be deemed to be executed in The City of Charleston, State of West Virginia, and shall be governed by and construed in accordance with the laws of the State of West Virginia. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be exclusively heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

**6. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Tenant and Landlord and supersedes all prior or contemporaneous communications, whether electronic, oral or written between the parties.

**IN WITNESS WHEREOF**, The parties have caused this Agreement to be properly executed by persons or officers thereunto duly authorized.

TENANT: **CRA COMMUNICATIONS, LLC**, a West Virginia Limited Liability Company, and successor in interest to CHARLES RYAN ASSOCIATES, LLC, a Delaware Limited Liability Company

\_\_\_\_\_  
By: Susan Lavenski, CEO/Owner

\_\_\_\_\_  
Date

LANDLORD: **CITY OF CHARLESTON**

\_\_\_\_\_  
By: Amy Shuler Goodwin, Mayor

\_\_\_\_\_  
Date



CITY OF CHARLESTON  
PO BOX 2749  
CHARLESTON, WEST VIRGINIA 25330

December 30, 2011

Charles Ryan Associates, LLC  
Attn: Dustin Lanning  
601 Morris Street, Suite 301  
Charleston, WV 25301

**Re: Lease Agreement for Space at 601 Morris Street, Suite 301**

Dear Mr. Lanning:

Attached is a fully executed copy of the above referenced Lease Agreement between The City of Charleston and Charles Ryan Associates, LLC, approved by City Council on November 7, 2011. The Agreement provides for leasing of approximately 6439 square feet of floor space on the third floor of 601 Morris Street to your firm with the right to use the common areas represented on Exhibit A of said Agreement.

Sincerely,

Janice Westerman  
Administrative Assistant  
City Manager's Office

Attachment

**Resolution No. 041-11 :**

**Introduced in Council:**

**Adopted by Council:**

**November 7, 2011**

**Introduced by:**

**Referred to:**

**Robert Reishman**

1 **Resolution No. 041-11** : "Authorizing the City Manager to enter into a Lease  
2 Agreement with Charles Ryan Associates, LLC, to demise a premises at 601 Morris Street  
3 of approximately 6439 square feet of floor space for a period of fifteen (15) years  
4 commencing January 1, 2012, at a base rental rate of \$1,798,410 payable in 180 monthly  
5 installments of \$9,991.17, subject to annual utility escalations and providing for early  
6 termination after the first five years with proper notice and payment of the remaining unpaid  
7 amortized build-out and furnishings allowance of \$184,805.51, or after the first ten years  
8 with notice and payment of \$106,126.37."  
9

10 **Be it Resolved by the Council of the City of Charleston, West Virginia:**  
11

12 That the City Manager is hereby authorized and directed to enter into a Lease Agreement  
13 with Charles Ryan Associates, LLC, to demise a premises at 601 Morris Street of  
14 approximately 6439 square feet of floor space for a period of fifteen (15) years  
15 commencing January 1, 2012, at a base rental rate of \$1,798,410 payable in 180 monthly  
16 installments of \$9,991.17, subject to annual utility escalations and providing for early  
17 termination after the first five years with proper notice and payment of the remaining unpaid  
18 amortized build-out and furnishings allowance of \$184,805.51, or after the first ten years  
19 with notice and payment of \$106,126.37  
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**Contract Scanning Index Input Sheet**

Date Prepared: December 30, 2011

Employee preparing the contract index: Jan Westerman

New Contract – Yes / No

\* If No please give the index information for the previously scanned contract.

**Department** - Circle One of the following departments

Accounting, Building, City Attorney, City Clerk, City Collector, City Manager, Civic Center, Emergency Services, Engineering, Fire Department, Human Resources, Human Rights, Information Systems, Mail Room, Mayor’s Office, MOECD, Municipal Court, Parking System, Parks & Rec, Police Department, Planning, Public Works (Refuse & Collection), Sanitary Board, Spring Hill Cemetery, Urban Renewal

**Company:** Charles Ryan Associates, LLC

**Project:** Leasing of Space at 601 Morris Street, Suite 301 (Approx. 6439 sf, with right to use common areas indicated on Exhibit A of said Agreement)

**Start Date:** January 1, 2012

**Expiration Date:** December 31, 2027 (15 year Lease)

**Description:** Leasing of approximately 6439 sf of floor space at 601 Morris Street, together with the right to use the common areas thereof

**Council Action Date:** November 7, 2011

**Project Amount:** \$1,798,410 (Base Rental for 15 year lease term, payable in monthly installments of \$9,991.17 beginning January 1, 2012 through December 31, 2026. In addition to base rental, Tenant shall pay a monthly Utilities Escalation Adjustment beginning January 1, 2015, to be recalculated annually thereafter, and providing for early termination after first five years with proper notice and payment of remaining unpaid amortized build-out and furnishings allowance of \$184,805.51, or after the first ten years with notice and payment of \$106,126.37

**Resolution:** 041-11

*I.S. Department Use*

I.S. Department Employee Initials \_\_\_\_\_

Received Date: \_\_\_\_\_

Scanned & Indexed: \_\_\_\_\_

**THIS INDENTURE OF LEASE**, Made as of this 7<sup>th</sup> day of November, 2011, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, whose address is P.O. Box 2749, Charleston, West Virginia 25330, party of the first part, hereinafter referred to as "Landlord", and CHARLES RYAN ASSOCIATES, LLC, a Delaware Limited Liability Company, whose address is 601 Morris Street, Suite 301, Charleston, WV, 25301, party of the second part, hereinafter referred to as "Tenant";

**WITNESSETH:**

That, for and in consideration of the premises, covenants and agreements herein entered into between the parties, the parties do hereby agree to and with each other as follows:

**1. DEMISED PREMISES:** The Landlord does hereby rent and lease unto the Tenant, and the Tenant takes and leases from the Landlord, (Suite 301), approximately Six Thousand Four Hundred Thirty-nine (6439) square feet of floor space (the "Premises") on the Third (3rd) floor of 601 Morris Street in Charleston, Kanawha County, West Virginia, together with the right to use the common areas thereof. The Premises are delineated on the drawing attached hereto as "Exhibit A" and hereby incorporated in and made a part hereof.

**2. TERM:** The term of this lease shall be for a period of fifteen (15) years, commencing on the 1<sup>st</sup> day of January, 2012, and ending on the 31<sup>st</sup> day of December, 2027.

**3. RENTAL AMOUNT:** The Landlord agrees to accept, and the Tenant agrees to pay a Base Rental for the fifteen (15) year lease term in the amount of One Million Seven Hundred Ninety-eight Thousand Four Hundred Ten Dollars (\$1,798,410), payable in One Hundred Eighty (180) monthly installments of Nine Thousand Nine Hundred Ninety-one Dollars and Seventeen Cents (\$9,991.17) beginning January 1, 2012, through December 31, 2026. In addition to the Base Rental, Tenant shall pay a monthly Utilities Escalation Adjustment beginning on January 1, 2015,

which shall be recalculated annually thereafter. The initial Utilities Escalation Adjustment shall be calculated as a pro rata share of any increase in operating expenses assumed by the Landlord and directly related to increased costs of utilities over and above the cost of those expenses to the Landlord for the Base Year of January 1, 2012 to December 31, 2012. That pro rata share shall be determined by dividing the square footage of the Tenant's exclusive space (6439 sq. ft.) by the overall rentable square footage (excluding common area allocations) of the building which is, or would be if rented, subject to the same expenses (i.e., 54,902 sq. ft.), which is 11.72 %, and dividing the gross amount by a divisor of twelve (12) to derive the monthly Rental Escalation. After the initial adjustment, the formula shall be applied in a similar fashion for subsequent years to recalculate and apply the escalation on an annually basis.

The Rental Amount contemplates that the Landlord will build-out the space in a good and workmanlike manner to the satisfaction of the Tenant pursuant to the attached drawings at a cost for materials and labor not to exceed One Hundred Ninety-three Thousand One Hundred Thirty-six Dollars and Sixty-three Cents (\$193,136.63) and to furnish, decorate, or provide other incidentals associated with the Tenant's use of the demised premises at an additional cost not to exceed Fifty Thousand Dollars (\$50,000.00).

**4. RENTAL PAYMENTS:** Said rentals are to be payable in advance on the first day of each and every month during the term of this lease; said payments to be made at the office of the City Manager, 501 Virginia Street East, Charleston, West Virginia, 25301, or at such other location as the Landlord may designate in writing to the Tenant.

**5. EARLY TERMINATION:** Tenant may terminate this lease at the expiration of the first five years (December 31, 2016) by giving at least ninety (90) days advance written notice and paying One Hundred Eighty-four Thousand Eight Hundred Five Dollars and Fifty-one Cents (\$184,805.51), which represents the remaining unpaid amortized build-out and furnishings

allowance on the fifteen (15) year lease term, in addition to all monthly rental installments and utility escalations then due and owing through December 31, 2016.

Tenant may terminate this lease at the expiration of the first ten years (December 31, 2021) by giving at least ninety (90) days advance written notice and paying One Hundred Six Thousand One Hundred Twenty-six Dollars and Thirty-seven Cents (\$106,126.37), which represents the remaining unpaid amortized build-out and furnishings allowance on the fifteen (15) year lease term, in addition to all monthly rental installments and utility escalations then due and owing through December 31, 2021.

Tenant shall be responsible for the amounts set forth in this Paragraph 5 only upon early termination of this Lease by Tenant pursuant to this Paragraph 5 or in the event this Lease is terminated by virtue and because of abandonment of the Premises by Tenant or any assignee to subtenant to whose assignment or sublease Landlord shall have consented.

**6. GENERAL COVENANTS:** The parties hereby covenant and agree as follows:

a. The Tenant shall pay said rentals, Utility Escalation Adjustments, and any other amounts payable hereunder punctually and promptly.

b. Unless the Landlord consents thereto in writing, which consent shall not be unreasonably withheld, the Tenant:

(i) Shall not use or permit the Premises, or any part thereof, to be used for any purpose other than for commercial offices.

(ii) Shall not make any alterations, additions or improvements without the prior written consent of the Landlord, and, unless otherwise agreed to by the Parties, any and all such alterations and improvements shall at the option of the Landlord become and be the property of the Landlord upon the termination of the lease.

(iii) Shall not assign nor mortgage this lease, nor re-let or sublet the Premises, or any part thereof.

(iv) Shall not suffer any act of commission or omission which will increase the rate of fire or general liability insurance of the Premises or of the building of which the demised premises are a part.

---

## **7. COMPLIANCE WITH LAWS:**

a. The Tenant shall comply with all statutes, ordinances, orders, requirements and regulations, present and future, of any Federal, State, County or Municipal authority, or agency or subdivision thereof having jurisdiction over or affecting the use of the Premises.

b. The Landlord shall at all times and at their own cost keep and maintain the common areas and fixtures in a condition comparable to common areas in first-class commercial office space and in compliance with all statutes, ordinances, orders, requirements and regulations, present and future, of any Federal, State, County or Municipal authority, or agency or subdivision thereof having jurisdiction over or affecting the common areas.

## **8. INDEMNIFICATION:**

a. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all costs, expenses (including reasonable attorney fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority arising out of or in any way connected with the Lease or the Premises, and Landlord shall not be liable to Tenant on account of, (i) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Tenant, (ii) any failure by Tenant to comply with any statutes, ordinances, regulations, requirements or orders, present and future, of any governmental authority, or (iii) any accident, death or personal injury or damage, including fire or water damage, or loss or theft of property, which shall occur in the Premises or as a result of any

negligence or act of Tenant or its employees or agents, except as the same may be caused by the negligence or act of Landlord, its employees or agents. In all cases in which Tenant is required to obtain insurance, Tenant shall be responsible for all deductibles, and its insurance shall provide primary coverage.

b. In addition to and not in lieu of the above provisions, Tenant agrees to defend, indemnify and hold harmless the Landlord and its agents from any claims, liabilities, fines, alleged damages, and/or any types of actions whatsoever, including attorneys' fees, arising out of alleged injury to property or contamination of the environment (including, but not limited to, injury or contamination related to asbestos), whether or not prosecuted by a governmental entity, to the extent such claims arise out of Tenant's business activities on the Premises. Tenant further agrees to defend, indemnify and hold harmless Landlord and its respective agents in connection with any administrative proceeding arising out of alleged damage to person, property, or the environment, including, but not limited to notification that Landlord, or its agents, are potentially responsible parties for any alleged damage to any environmental hazard created by Tenant as a result of its performance under this Lease to the extent such claims arise out of Tenant's business activities on the Premises. For purposes of clarity, Tenant's indemnity obligation hereunder shall not encompass any claims, liabilities, fines, alleged damages, or any type of action whatsoever arising out of alleged injury to property or contamination of the environment (including but not limited to injury or contamination related to asbestos) to the extent such claims arise out of Landlord's build-out of the Premises.

c. Tenant shall maintain general liability insurance during the term of this Lease and any extensions thereof in the amount of \$1,000,000.00 and shall name City as an additional insured for purposes of this Lease and the indemnity provisions herein. Tenant shall be responsible for the payment of all deductibles. Tenant shall also purchase and maintain all such other kinds of insurance

and minimum amounts required to be purchased and maintained by Tenant throughout the term of this Lease. All policies shall provide primary coverage and shall reflect that Tenant is responsible for any and all deductibles. Tenant agrees to provide City with a copy of its insurance policies prior to the commencement of this Lease and any extensions thereof. In the event that Tenant's insurer denies coverage or terminates Tenant's insurance coverage, the City may, at its option, terminate this Lease after reasonable opportunity for Tenant to secure replacement policies.

d. If the Premises or the building of which the demised premises are a part are partially damaged by fire or other casualty, unless caused by the negligence or willful actions of Tenant, the damages shall be repaired by and at the expense of Landlord and the rent, until such repairs shall be made, shall be apportioned from the date of such fire or other casualty according to the part of the Premises which is usable by Tenant. Subject to the terms herein, Landlord agrees to repair such damage within a reasonable period of time, except that Tenant agrees to repair and replace its own furniture, furnishings and equipment at Tenant's expense.

e. If the Premises are totally damaged or are rendered wholly untenable by fire or other casualty, and if Landlord in its sole discretion shall decide not to restore or not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide not to restore or not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide to demolish it, then or in any such events Landlord shall, within thirty (30) days after such fire or other casualty, give Tenant written notice of such decision and thereupon, the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions hereinbefore provided, Tenant's liability for rent shall cease as of the date of such fire or other casualty. In addition, under any such circumstance Tenant may, within thirty (30) days after such fire or other casualty, elect to terminate this Lease by giving written notice thereof to Landlord, in which event this Lease shall expire as of the

date of such fire or other casualty. No damages shall be owed by Landlord arising from election and/or termination.

**9. CONDEMNATION:** In the event that the land or building in which the Premises are located, or any part of said land or building be condemned, or the right of entry be granted as a part of the condemnation proceeding, for public use (irrespective of whether or not any portion of the demised premises is condemned), the Landlord, at its option, may terminate this lease upon one hundred twenty (120) days' notice in writing of its election so to do and upon the date set forth in said notice this lease shall cease, terminate and come to an end in the same manner and to the same effect as if such date were fixed herein for the expiration of the term. The Tenant shall have no claim against the Landlord nor be entitled to any portion of the amount which may be awarded as damages or paid as a result of such condemnation; provided, however, that nothing contained herein shall impair the Tenant's right to pursue a claim against the condemning authority for Tenant's relocation expenses. Landlord agrees to promptly advise Tenant of the filing of such proceeding.

**10. BREACH:** Upon the continuance of any breach or violation by the Tenant of any of the terms, covenants or conditions of this lease, for a period of twenty (20) days after written notice to Tenant from Landlord, unless the breach is one for payment of rent in which case the period is ten (10) days after such written notice, the Landlord may, at its election, terminate this lease and upon such election, this lease and all of the estate of the Tenant in the Premises shall come to an end and the Landlord may thereupon reenter the premises as of its former estate. The Landlord shall not be entitled to elect to terminate this lease unless the Tenant fails, within a period of twenty (20) days after written notice, unless the breach is one for payment of rent in which case the period is ten (10) days after written notice, to begin use of all commercially reasonable efforts to remedy the breach or violation complained of or thereafter fails to diligently and promptly complete the remedying thereof, to the satisfaction of Landlord. Provided, however, that if the breach or

violation complained of shall be the result of an action taken under any statute, ordinance, rule or requirement of any governmental body, then if the Tenant shall institute and prosecute diligently, any bona fide action to establish the invalidity thereof, the period of twenty (20) days shall be suspended until the final determination of such proceedings. Any waiver by the Landlord of any breach shall not be deemed a waiver of any similar or other further breach. The rights and privileges herein reserved shall be in addition to the remedies afforded to the Landlord in the courts of law and equity.

**11. ABANDONMENT:** If the Premises shall become vacant or abandoned, or if the Tenant or any assignee or subtenant to whose assignment or sublease the Landlord shall have consented, shall be dispossessed or removed from the Premises, or if the term hereof shall terminate prior to the expiration date fixed herein because of any act or omission of the Tenant or such assignee or subtenant, or because of the happening of any contingency or of the abandonment herein provided for, or as a result of any election exercised by the Landlord pursuant to the terms hereof, the Tenant does hereby authorize and empower the Landlord, at its option, to reenter the Premises as agent of the Tenant or for any occupant of the Premises under the Tenant, or for its own account or otherwise, and to re-let the same for any term expiring either prior to the original expiration date hereof or simultaneously therewith, or beyond such date and to repair the same if necessary or desirable for re-letting purposes and to receive and apply the rent so received to the cost of reentry, repair, and re-let and to the payment of the rent and other charges due hereunder. The Tenant shall not be entitled to any surplus accruing from such re-letting.

**12. QUIET ENJOYMENT:** The Landlord hereby covenants that if the Tenant shall perform all the covenants and agreements herein stipulated to be performed on the Tenant's part, Landlord shall at all times during the term hereof have the obligation to provide peaceful and quiet

enjoyment and possession of the Premises without any manner of let or hindrance from the Landlord, or any persons

**13. SURRENDER OF PREMISES:** Tenant shall, at expiration or termination of the term, or any renewal term, peaceably surrender the Premises with all the improvements and additions thereto belonging to Landlord, broom-cleaned and in good condition, excepting ordinary wear and tear. All repairs, alterations and additions made either by the Landlord or Tenant to the demised premises except unattached moveable business fixtures, shall, unless otherwise agreed to by the Parties, at the option of the Landlord, be the property of the Landlord and remain upon and be surrendered with the Premises as part thereof at the termination of this lease or any renewal term thereof.

**14. SUBORDINATION:**

a. This Lease shall be subject, junior and subordinate to that certain Contract of Lease-Purchase dated as of November 1, 2004 (the "Primary Lease"), between the West Virginia Economic Development Authority as lessor (the "Authority") and City as lessee, which expires on November 1, 2024, subject to annual termination as provided for below. The Primary Lease is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Lease Book 251 at page 191.

b. Under the terms of the Primary Lease, Landlord has the right to terminate the Primary Lease at the end of any fiscal year upon 30 days' prior written notice to the Authority and to WesBanco Bank, Inc, as trustee (the "Trustee") under that certain Indenture, Credit Line Deed of Trust and Security Agreement (the "Indenture"), dated as of November 1, 2004, between the Authority and the Trustee. The Indenture constitutes a deed of trust on the baseball stadium complex known as "West

Virginia Power Park," including the Premises. The Indenture is of record in the aforesaid Clerk's office in Trust Deed Book 3194 at page 567.

c. Notwithstanding the above, and in addition thereto, this lease shall be subject and subordinate at all times to the lien of any mortgages and/or deeds of trust and/or bond issues and/or trust debentures in any amount or amounts whatsoever now or hereafter placed on the land and buildings of which the Premises form a part and/or on the Landlord's interest or estate therein without the necessity of any further instrument or act on the part of the Tenant to effectuate such subordination, provided, however, the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this lease to the lien of any such mortgage or mortgages and/or deeds of trust and/or bond issues and/or deeds of trust and/or bond issues and/or trust debentures as may reasonably be desired, and Tenant's execution of any and all documents necessary and proper to effectuate a subordination shall not be unreasonably withheld by Tenant.

**15. UTILITIES AND MAINTENANCE:** The Landlord does covenant and agree that during the term of this lease the following will be furnished at the Landlord's expense:

a. The Landlord agrees to furnish, maintain and operate a heating and air-conditioning system during each normal work day adequate to provide a comfortably heated or cooled office work area, Saturdays, Sundays and normal holidays or any addendum attached hereto excepted, but the Landlord agrees to keep the premises comfortably heated or cooled until Six o'clock in the evening (6:00 p.m.) on Saturdays. Upon twenty-four (24) hours written notice from the Tenant to the Landlord with regard to a particular day or time outside of the hours set forth hereinabove, the Landlord agrees to keep the premises comfortably heated or cooled for that particular day or time outside of the hours set forth hereinabove.

b. Electric power and light necessary to operate elevator, building air-conditioning and heating systems and to light building and operate Tenant's equipment. The Tenant shall pay for all

other electricity for equipment that requires more than usual and customary amounts of electricity and will be charged on a metered or pro-rata share basis.

c. Janitor service reasonably necessary to keep the Premises in a neat and tidy condition and to be equivalent to the type of service provided in first-class buildings and to include the following:

**DAILY:**

Clean rest rooms.

Provide soap and toilet paper in toilet area.

Vacuum carpets and spot mop common area hallways and corridors.

**TWICE WEEKLY:**

Empty waste paper baskets.

Sweep and dust and mop floors.

Clean fingerprints from door glass.

Dust furniture and equipment.

Vacuum all rugs.

**PERIODICALLY:**

Clean outer window glass and all interior partition glass.

Clean all tile floors.

Replace light tubes.

d. The Landlord agrees to keep, maintain and repair the outside of the building and all common areas, including the sidewalk, the parking area, lawns and shrubbery, in a neat and tidy condition.

e. All cleaning of carpets within Tenant's exclusive Premise, except vacuuming, shall be done by Tenant at Tenant's expense.

**16. ENTRY UPON PREMISES:** Tenant shall permit Landlord, Landlord's agents or employees or any other person or persons authorized by the Landlord, to inspect the Premises at any time, and to enter the Premises if Landlord shall so elect for making repairs or additions thereto or for making alterations, additions or routine repairs to the building of which the Premises are a part. Landlord shall exercise due care to minimize any disruption to Tenant's business activities. Unless immediate access to the Premises is needed for emergency repairs, Landlord shall provide Tenant with at least 48 hours notice before entering the Premises to make repairs. Except as specifically provided for in Paragraph 11 hereinabove, no diminution or abatement of rent or other compensation shall be claimed or allowed for reasonable inconveniences, discomfort or interruption of business arising from the making of repairs or improvements to the building, or any part thereof, or to the machinery, fixtures or appurtenances thereto and therein, nor for any space taken to comply with any law, ordinance or order of any governmental authority. The Landlord and Landlord's agents may enter upon the Premises at reasonable hours to examine the same, and may during the last six months of Tenant's occupancy exhibit the same to any person or persons, and during said time may also maintain "For Lease" and "For Sale" notices on the outside walls thereof. Landlord shall, however, exercise reasonable care to minimize any disruption to Tenant's business activities and, to the extent practicable, to provide Tenant notice of such visits occurring during normal working hours.

**17. NOTICES:** All written notices by the Landlord to the Tenant shall be sent by certified mail to the Tenant at 601 Morris Street, Suite 301, Charleston, WV, 25301, Attn: Dustin Lanning, or at such other location as the Tenant may designate in writing. All notices by the Tenant to the Landlord shall be sent by certified mail to the Landlord in care of the City Manager

at City Hall, 501 Virginia Street East, Charleston, WV, 25301, or at such other location as the Landlord may designate in writing.

**18. GOVERNING LAW:** The terms, covenants and conditions of the within lease shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns. Further, the terms, covenants and conditions of the within lease are to be governed by the laws of the State of West Virginia.

Landlord and Tenant agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

**19. ACCEPTANCE OF PREMISES:** The taking of possession by Tenant of the leased premises is conclusive evidence that Tenant has examined the Premises and is satisfied with its physical condition and acknowledges receipt of it in good order and repair, except as otherwise specified to Landlord in writing within ten (10) days of taking possession, and the Tenant agrees that no representation as to condition of repair has been made, except as is contained in the lease and he agrees that no promise to decorate, alter, repair, or improve the Premises has been made except as is set forth herein.

**20. REPAIRS:** The Tenant shall immediately give written notice to Landlord of any repairs that become needed to the Premises. Landlord and its agent shall be permitted at any reasonable hour of the day during the term of this lease to visit and examine the Premises; and workmen may enter at any time, when authorized by the Landlord or the Landlord's agent to make or facilitate repairs in any part of the building whenever same shall become necessary. Provided, however, that unless immediate access to the Premises is needed for emergency repairs, Landlord will provide Tenant with at least 48 hours notice prior to entering the Premises to make repairs. If the said Tenant shall not be personally present to open and permit the entry into the Premises at

any time when for any reason an entry therein shall be necessary hereunder, the Landlord or the Landlord's agent may enter same without rendering the Landlord or such agent liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord and Landlord's agent shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease. In the event that at any time before the expiration of the term hereby granted the Tenant shall cease to occupy the Premises, and shall remove substantially all of their furniture therefrom, the Landlord shall have the right to enter upon the Premises for the purpose of cleaning, altering or redecorating the same; and the exercise of such right by the Landlord shall in no way affect or modify the obligations and covenants of the Tenant under this lease for the remainder of the term thereof.

**21. SIGNS:** Tenant shall not display any signage visible from the outside of the Premises without written authorization from Landlord. Tenant may, however, place direction signage near the elevator on the second floor, on the entrance door or sidelight windows to their suite, and will be identified on the common area marquee maintained by the Landlord in the first floor lobby.

**22. TAXES AND FEES:** Tenant shall pay any and all taxes and fees levied and assessed upon any personal property, fixtures and improvements belonging to Tenant and located upon the Premises.

**23. SEVERABILITY:** If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future law, such provision shall be fully severable, and further the remainder of this agreement shall be fully enforceable and remain in force and effect. All covenants and representations are binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of Landlord and Tenant. Where the singular or plural member is used herein the same shall be construed to apply to the party or parties whether singular or plural, and

any word used herein indicating gender shall be construed to include all person, firms, or corporations, parties hereto, of whatever gender.

**24. ENTIRE AGREEMENT; EFFECTIVE DATE OF LEASE:** This Agreement constitutes the entire agreement between the Landlord and the Tenant pertaining to the subject matter contained herein. The Landlord and Tenant agree to execute any and all supplementary documents and to take all supplementary steps to give full force and effect to the basic terms and intent of this lease. Notwithstanding any agreement of this lease to the contrary, this lease is not effective until it is approved by the City Council of Landlord and duly executed by its Mayor.

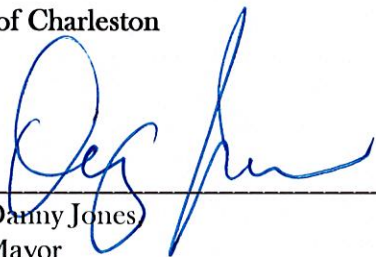
**IN WITNESS WHEREOF**, the party of the first part, The City of Charleston, and the party of the second part, Charles Ryan Associates, LLC, have caused these presents to be executed by their duly authorized representatives as of the date first above written:

Landlord:

City of Charleston

By: \_\_\_\_\_

Danny Jones  
Mayor

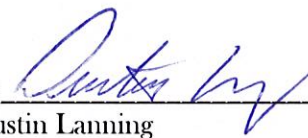


Tenant:

Charles Ryan Associates, LLC

By: \_\_\_\_\_

Dustin Lanning  
Its: CFO







P R O P O S A L

DATE: 12/07/11

TERMS: NET 30 DAYS

PROPOSAL FOR:  
 CITY OF CHARLESTON  
 CITY CLERK  
 P.O. BOX 2749  
 CHARLESTON, WV 25330

BILL TO:  
 CITY OF CHARLESTON  
 CITY CLERK  
 P.O. BOX 2749  
 CHARLESTON, WV 25330

PROPOSAL # 72649 PROJECT # 31-58  
 CLIENT: 101190

SALESPERSON: KATHY LEVITAN

For Charles Ryan Associates  
 601 Morris Square  
 Charleston WV

#	QTY	PRODUCT #	DESCRIPTION	UNIT	EXTENDED
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The following items are per SYSFURN10B  
 WV State Contract.

1	1		*** Dustin ***		
2	2	8621	GLOBAL INDUSTRIES MARCHE-Curved plywood open back side chair with upholstered seat	476.93	953.86
		~04	GRADE 04		
		~GCWD/CRES	GLOBALCONTRACT WOOD/CRESCENT		
		MOMENTUM	Ohs Warmth		
		TU	F-TUNGSTEN-NEW STYLE SANDTX		

List Price: 1,022.00  
 Discount Off List: 53.33 %

3	1	GCAR36TM	GLOBAL INDUSTRIES BOARDROOM ROUND-4 Leg Base-T-Mold Edge - 36W x 29H	183.75	183.75
		~01	GRADE --		
		~CONF/CNBM	TABLE TOP/TABLE BASE METAL		

711 INDIANA AVENUE  
 CHARLESTON, WV 25302  
 304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

~CONF:AWH AVANT HONEY  
AWH/SIL 1-AVANT HONEY/SILVER  
ME F-MATCHING EDGE  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 393.75  
Discount Off List: 53.33 %

4 1 SCT-20-4116 HAWORTH, INC. 398.83 398.83  
VERY SEATING, TASK, FABRIC  
SEAT/MESH BACK

(4116) AJ/LUM/BL, STD BASE, SOFT CSTR, PLST  
,3A- TELLURE GRADE A/1  
040 CHOCOLATE  
,MS- CHR FAB - MESH VERY TASK MESH  
0FK COCOA  
,TR- SURFACE 3  
007 FOG - VERY SEATING  
(2) TRIM SURFACE 4  
,TR- SURFACE 4  
OLE METALLIC SILVER

List Price: 782.00  
Discount Off List: 49.00 %

5 2 Z15M2ES GLOBAL INDUSTRIES 226.80 453.60  
ZIRA-Storage Shells  
- 28" High-W/Two File Drawers - 19.3D  
x 15W x

~01 GRADE --  
~ZTOP ZIRA TOP  
AWH 1-AVANT HONEY  
HQ P-BAR SILVER HANDLE  
~ (STD)  
~ (STD)

List Price: 486.00  
Discount Off List: 53.33 %

6 1 Z2472T GLOBAL INDUSTRIES 290.27 290.27  
ZIRA-Freestanding  
Tables-W/Two Full End Panels - 24D x  
72W x 29H

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:AWH AVANT HONEY  
AWH/AWH 1-AVANT HONEY/AVANT HONEY  
A3 F-1 INCH 3MM EDGE

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

~ (STD)  
~ (STD)  
~ (STD)  
List Price: 622.00  
Discount Off List: 53.33 %

7 1 Z3672F23 GLOBAL INDUSTRIES 1,048.60 1,048.60  
ZIRA-Double Pedestal  
Desks-Freestanding File/File Ped on  
Left-Box/

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:AWH AVANT HONEY  
AWH/AWH 1-AVANT HONEY/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)  
~ (STD)  
Z1 M-FROSTED GLAZING W/SILVER  
~ (STD)  
~ (STD)  
~ (STD)  
Handles - HQ Bar Silver

List Price: 2,247.00  
Discount Off List: 53.33 %

8 1 \*\*\* File Area \*\*\*

9 4 9336P-S42L GLOBAL INDUSTRIES 194.13 776.52  
STORAGE  
CABINETS-9300 Series-2 Door w/one  
fixed and one adjustable

~01 GRADE --  
~LAFI/LAFI FILE LAMINATES/FILE LAMINATES  
~LAFI:DWT DESIGNER WHITE  
DWT/DWT 1-DESIGNER WHITE/DESIGNER WHITE

List Price: 416.00  
Discount Off List: 53.33 %

10 1 G6RETOP-SEAWH GLOBAL INDUSTRIES 165.76 165.76  
Top Only

AWH AVANT HONEY

List Price: 355.20  
Discount Off List: 53.33 %

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

11 1 T1872 GLOBAL INDUSTRIES 144.20 144.20  
LATERAL FILE  
TOPS-Laminate - for  
placement over metal files or storage cabinet

~01 GRADE --  
~LAFW FILE TOP LAMINATES  
AWH 1-AVANT HONEY

List Price: 309.00  
Discount Off List: 53.33 %

12 2 9336P-2S1 GLOBAL INDUSTRIES 174.07 348.14  
STORAGE  
CABINETS-9300P Series-Two Door w/1  
fixed non-slotted shelf

~01 GRADE --  
~L AFC FILE COLORS  
DWT 1-DESIGNER WHITE

List Price: 373.00  
Discount Off List: 53.33 %

13 1 \*\*\* Matt \*\*\*

14 2 8621 GLOBAL INDUSTRIES 476.93 953.86  
MARCHE-Curved  
plywood open back side chair with  
upholstered seat

~04 GRADE 11  
~GCWD/CRES GLOBALCONTRACT WOOD/CRESCENT  
MOMENTUM Ohs Warmth  
TU F-TUNGSTEN-NEW STYLE SANDTX

List Price: 1,022.00  
Discount Off List: 53.33 %

15 1 GCAR36TM GLOBAL INDUSTRIES 183.75 183.75  
BOARDROOM ROUND-4  
Leg Base-T-Mold Edge  
- 36W x 29H

~01 GRADE --  
~CONF/CNBM TABLE TOP/TABLE BASE METAL  
~CONF:AWH AVANT HONEY  
AWH/SIL 1-AVANT HONEY/SILVER  
ME F-MATCHING EDGE  
~ (STD)

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

List Price: 393.75  
Discount Off List: 53.33 %

16 1 SCT-20-4116 HAWORTH, INC. 398.83 398.83  
VERY  
SEATING, TASK, FABRIC  
SEAT/MESH BACK

(4116) AJ/LUM/BL, STD BASE, SOFT CSTR, PLST  
, 3A- TELLURE GRADE A/1  
040 CHOCOLATE  
, MS- CHR FAB - MESH VERY TASK MESH  
0FK COCOA  
, TR- SURFACE 3  
007 FOG - VERY SEATING  
(2) TRIM SURFACE 4  
, TR- SURFACE 4  
OLE METALLIC SILVER

List Price: 782.00  
Discount Off List: 49.00 %

17 2 Z15M2ES GLOBAL INDUSTRIES 226.80 453.60  
ZIRA-Storage Shells  
- 28" High-W/Two File Drawers - 19.3D x 15W x

~01 GRADE --  
~ZTOP ZIRA TOP  
AWH 1-AVANT HONEY  
HQ P-BAR SILVER HANDLES  
~ (STD)  
~ (STD)

List Price: 486.00  
Discount Off List: 53.33 %

18 1 Z2472T GLOBAL INDUSTRIES 290.27 290.27  
ZIRA-Freestanding  
Tables-W/Two Full End Panels - 24D x  
72W x 29H

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:AWH AVANT HONEY  
AWH/AWH 1-AVANT HONEY/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)  
~ (STD)

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

List Price: 622.00  
Discount Off List: 53.33 %

19 1 Z3672F23 GLOBAL INDUSTRIES 1,048.60 1,048.60  
ZIRA-Double Pedestal  
Desks-Freestanding  
File/File Ped on Left-Box/

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:AWH AVANT HONEY  
AWH/AWH 1-AVANT HONEY/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)  
~ (STD)  
Z1 M-FROSTED GLAZING W/SILVER  
~ (STD)  
~ (STD)  
~ (STD)  
Handles - HQ Bar Silver

List Price: 2,247.00  
Discount Off List: 53.33 %

20 1 \*\*\* Reception \*\*\*

21 1 M1NA-SLF2072 GROUPE LACASSE LLC 532.62 532.62  
1" TFL - OPEN  
LATERAL FILE UNIT 2  
FILE DRAWER

BUC WOOD GRAIN: Bourbon cherry  
SNO SOLID: Snow

List Price: 1,145.00  
Discount Off List: 53.48 %

22 1 M1NN-GS368443S GROUPE LACASSE LLC 846.61 846.61  
1" TFL - RECEPTION  
DESK W/TRANSACTION  
COUNTERTOP, SMOOTH  
EDGE, 43"HX

BUC WOOD GRAIN: Bourbon cherry  
SNO SOLID: Snow

List Price: 1,820.00  
Discount Off List: 53.48 %

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

23 1 MNNC-P1524UFL GROUPE LACASSE LLC 344.23 344.23  
NMODULAR PEDESTAL

SNO SOLID: Snow  
SNO SOLID: Snow

List Price: 740.00  
Discount Off List: 53.48 %

24 1 SCT-20-4116 HAWORTH, INC. 398.83 398.83  
VERY SEATING, TASK, FABRIC  
SEAT/MESH BACK

(4116) AJ/LUM/BL, STD BASE, SOFT CSTR, PLST  
, 3A- TELLURE GRADE A/1  
040 CHOCOLATE  
, MS- CHR FAB - MESH VERY TASK MESH  
OFK COCOA  
, TR- SURFACE 3  
007 FOG - VERY SEATING  
(2) TRIM SURFACE 4  
, TR- SURFACE 4  
OLE METALLIC SILVER

List Price: 782.00  
Discount Off List: 49.00 %

25 1 \*\*\* Rick \*\*\*

26 2 8621 GLOBAL INDUSTRIES 476.93 953.86  
MARCHE-Curved  
plywood open back  
side chair with upholstered seat a

~04 GRADE 04  
~GCWD/CRES GLOBALCONTRACT WOOD/CRESCENT  
MOMENTUM Ohs Warmth  
TU F-TUNGSTEN-NEW STYLE SANDTX

List Price: 1,022.00  
Discount Off List: 53.33 %

27 1 GCAR36TM GLOBAL INDUSTRIES 183.75 183.75  
BOARDROOM ROUND-4  
Leg Base-T-Mold Edge  
- 36W x 29H

~01 GRADE --  
~CONF TABLE TOP  
AWH 1-AVANT HONEY  
ME F-MATCHING EDGE  
~ (STD)

List Price: 393.75

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

Discount Off List: 53.33 %

28 1 SCT-20-4116 HAWORTH, INC. 398.83 398.83  
VERY SEATING, TASK, FABRIC  
SEAT/MESH BACK

(4116) AJ/LUM/BL, STD BASE, SOFT CSTR, PLST  
, 3A- TELLURE GRADE A/1  
040 CHOCOLATE  
, MS- CHR FAB - MESH VERY TASK MESH  
0FK COCOA  
, TR- SURFACE 3  
007 FOG - VERY SEATING  
(2) TRIM SURFACE 4  
, TR- SURFACE 4  
OLE METALLIC SILVER

List Price: 782.00  
Discount Off List: 49.00 %

29 1 Z2466R GLOBAL INDUSTRIES 275.80 275.80  
ZIRA-Connectable  
Tables -  
Right-W/Full End  
Panel on Right - 24D  
x

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:AWH AVANT HONEY  
AWH/AWH 1-AVANT HONEY/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 591.00  
Discount Off List: 53.33 %

30 1 Z30M2XSL GLOBAL INDUSTRIES 487.67 487.67  
ZIRA-Storage Shells  
- 28" High-W/2 Box  
Drawers on Left/1  
File Draw

~01 GRADE --  
~ZTOP ZIRA TOP  
AWH 1-AVANT HONEY  
HQ BAR SILVER HANDLES  
~ (STD)

List Price: 1,045.00  
Discount Off List: 53.33 %

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

31 1 Z3672F3L GLOBAL INDUSTRIES 847.47 847.47  
ZIRA-Single Pedestal  
Desks-Freestanding Box/Box/File Ped on  
Left a

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:AWH AVANT HONEY  
AWH/AWH 1-AVANT HONEY/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)  
~ (STD)  
Z1 M-FROSTED GLAZING W/SILVER  
~ (STD)  
~ (STD)  
~ (STD)  
HQ HANDLES - BAR SILVER

List Price: 1,816.00  
Discount Off List: 53.33 %

32 1 \*\*\* Tommy \*\*\*

33 2 8621 GLOBAL INDUSTRIES 476.93 953.86  
MARCHE-Curved  
plywood open back  
side chair with upholstered sest a

~04 GRADE 04  
~GCWD/CRES GLOBALCONTRACT WOOD/CRESCENT  
MOMENTUM Ohs Warmth  
TU F-TUNGSTEN-NEW STYLE SANDTX

List Price: 1,022.00  
Discount Off List: 53.33 %

34 1 GCAR36TM GLOBAL INDUSTRIES 183.75 183.75  
BOARDROOM ROUND-4  
Leg Base-T-Mold Edge  
- 36W x 29H

~01 GRADE --  
~CONF/CNBM TABLE TOP/TABLE BASE METAL  
~CONF:AWH AVANT HONEY  
AWH/SIL 1-AVANT HONEY/SILVER  
ME F-MATCHING EDGE  
?? INCOMPLETE OPTIONS

List Price: 393.75  
Discount Off List: 53.33 %

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

35 1 SCT-20-4116 HAWORTH, INC. 398.83 398.83  
VERY SEATING, TASK, FABRIC  
SEAT/MESH BACK

(4116) AJ/LUM/BL, STD BASE, SOFT CSTR, PLST  
, 3A- TELLURE GRADE A/1  
040 CHOCOLATE  
, MS- CHR FAB - MESH VERY TASK MESH  
0FK COCOA  
, TR- SURFACE 3  
007 FOG - VERY SEATING  
(2) TRIM SURFACE 4  
, TR- SURFACE 4  
OLE METALLIC SILVER

List Price: 782.00  
Discount Off List: 49.00 %

36 1 Z2466L GLOBAL INDUSTRIES 275.80 275.80  
ZIRA-Connectable  
Tables - Left-W/Full  
End Panel on Left -  
24D x 66

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:AWH AVANT HONEY  
AWH/AWH 1-AVANT HONEY/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 591.00  
Discount Off List: 53.33 %

37 1 Z30M2XSR GLOBAL INDUSTRIES 487.67 487.67  
ZIRA-Storage Shells  
- 28" High-W/2 Box  
Drawers on Right/1  
File Dra

~01 GRADE --  
~ZTOP ZIRA TOP  
AWH 1-AVANT HONEY  
HQ BAR SILVER HANDLES  
~ (STD)

List Price: 1,045.00  
Discount Off List: 53.33 %

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

38 1 Z3672F3R GLOBAL INDUSTRIES 847.47 847.47  
ZIRA-Single Pedestal  
Desks-Freestanding  
Box/Box/File Ped on  
Right

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:AWH AVANT HONEY  
AWH/AWH 1-AVANT HONEY/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)  
~ (STD)  
Z1 M-FROSTED GLAZING W/SILVER  
~ (STD)  
~ (STD)  
~ (STD)  
HQ HANDLES - BAR SILVER

List Price: 1,816.00  
Discount Off List: 53.33 %

39 1 \*\*\* Open Work Stations \*\*\*

40 10 ZTB8216 GLOBAL INDUSTRIES 262.27 2,622.70  
ZIRA-Tackboards for Hutches-For use on  
Z84S36H Z84S36HN - 82W x 15

~04 GRADE 04  
~CRES CRESCENT  
705 1-FLAME

List Price: 562.00  
Discount Off List: 53.33 %

41 12 SCT-20-4116 HAWORTH, INC. 398.83 4,785.96  
VERY  
SEATING, TASK, FABRIC  
SEAT/MESH BACK

(4116) AJ/LUM/BL,STD BASE,SOFT CSTR,PLST  
,3A- TELLURE GRADE A/1  
040 CHOCOLATE  
,MS- CHR FAB - MESH VERY TASK MESH  
0FK COCOA  
,TR- SURFACE 3  
007 FOG - VERY SEATING  
(2) TRIM SURFACE 4  
,TR- SURFACE 4  
OLE METALLIC SILVER

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

List Price: 782.00  
Discount Off List: 49.00 %

42 10 Z16L2BFS GLOBAL INDUSTRIES 293.53 2,935.30  
ZIRA-Storage Shells  
- 28" High-W/Two Box  
and One File Drawer - 23.

~01 GRADE --  
~ZTOP ZIRA TOP  
AWH 1-AVANT HONEY  
HQ P-BAR SILVER HANDLES  
~ (STD)

List Price: 629.00  
Discount Off List: 53.33 %

43 5 Z244816RL GLOBAL INDUSTRIES 206.27 1,031.35  
ZIRA>Returns-Space  
Saver Return (Left)  
w/no pedestal + 16"  
Throat

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:WHT WHITE  
WHT/AWH 1-WHITE/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 442.00  
Discount Off List: 53.33 %

44 5 Z244816RR GLOBAL INDUSTRIES 206.27 1,031.35  
ZIRA>Returns-Space  
Saver Return (Right)  
w/no pedestal + 16"  
Throat

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:WHT WHITE  
WHT/AWH 1-WHITE/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 442.00  
Discount Off List: 53.33 %

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

45 5 Z3672EDRL GLOBAL INDUSTRIES 355.60 1,778.00  
ZIRA-Extended Corner  
Islands-W/Worksurface on Left - Recessed  
Mode

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:WHT WHITE  
WHT/AWH 1-WHITE/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 762.00  
Discount Off List: 53.33 %

46 5 Z3672EDRR GLOBAL INDUSTRIES 355.60 1,778.00  
ZIRA-Extended Corner  
Islands-W/Worksurface on Right -  
Recessed Mod

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:WHT WHITE  
WHT/AWH 1-WHITE/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 762.00  
Discount Off List: 53.33 %

47 10 Z84S36H GLOBAL INDUSTRIES 544.60 5,446.00  
ZIRA-Closed  
Hutches-W/Doors and  
One Fixed Shelf +  
Fixed Shelf Divi

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:AWH AVANT HONEY  
AWH/AWH 1-AVANT HONEY/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
HQ BAR SILVER HANDLES  
~ (STD)

List Price: 1,167.00  
Discount Off List: 53.33 %

48 2 Z2472T GLOBAL INDUSTRIES 264.60 529.20

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

ZIRA-Freestanding  
Tables-W/Two Full  
End Panels - 24D x  
60W x 29H

~01 GRADE --  
~ZTOP/ZBSE ZIRA TOP/ZIRA BASE  
~ZTOP:WHT WHITE  
WHT/AWH 1-WHITE/AVANT HONEY  
A3 F-1 INCH 3MM EDGE  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 567.00  
Discount Off List: 53.33 %

49 2 Z16L2BFS GLOBAL INDUSTRIES 293.53 587.06  
ZIRA-Storage Shells  
- 28" High-W/Two Box  
and One File Drawer - 23.

~01 GRADE --  
~ZTOP ZIRA TOP  
AWH 1-AVANT HONEY  
HQ P-HANDLES BAR SILVER  
~ (STD)

List Price: 629.00  
Discount Off List: 53.33 %

50 1 \*\*\* Conference Room \*\*\*

51 12 2670-4 GLOBAL INDUSTRIES 413.93 4,967.16  
ACCORD-High Back  
Pneumatic Tilter  
w/arms - Fabric

~04 GRADE 04  
~LGCY LEGACY (MOR)  
L609 1-CHOCOLATE  
AL F-(STD) ALUMINUM  
C9R C-2.5 DUAL-WHL URETH. - BLK  
~ (STD)  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 887.00  
Discount Off List: 53.33 %

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

51 6 SCH-44-0S HAWORTH, INC. 99.00 594.00  
SEATING, VERY, HIGH  
DENSITY, PLSTC/POLY  
SEAT, PLSTC/POLY BACK

(OS) NO ARMS, SLED, NO GANG  
, TR- SURFACE 1  
0FK COCOA - VERY SEATING  
(1) CHROME SURFACE 2  
, KR- CHROME  
00V CHROME

List Price: 180.00  
Discount Off List: 45.00 %

52 1 GCT20WR GLOBAL INDUSTRIES 1,188.13 1,188.13  
BOARDROOM  
RECTANGULAR-2 Leg  
Base-Self Edge - 48D  
x 240W x 29H

~01 GRADE --  
~CONF/CNBM TABLE TOP/TABLE BASE METAL  
~CONF:AWH AVANT HONEY  
AWH/SIL 1-AVANT HONEY/SILVER  
~ (STD)  
~ (STD)  
~ (STD)

List Price: 2,546.00  
Discount Off List: 53.33 %

\*\*\* Break Area \*\*\*

53 4 SCW-44-0S HAWORTH, INC. 178.51 714.04  
VERY SEATING, WIRE  
STOOL, PLASTIC/POLY  
SEAT, PLASTIC/POLY BACK

(OS) NO ARMS, SLED, NO GANG  
, TR- SURFACE 1  
0FK COCOA - VERY SEATING  
, KR- CHROME  
00V CHROME

List Price: 350.00  
Discount Off List: 49.00 %

54 2 R516 CHROMCRAFT 135.00 270.00

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

FURNITURE  
Round Top w/ Self  
Edge 36" Dia

\* Wilsonart 7919-38 Amber Cherry

List Price: 270.00  
Discount Off List: 50%

55 2 572 01 CHROMCRAFT 173.00 346.00  
FURNITURE  
Pub Height Base;

\* Finish: Chrome

List Price: 346.00  
Discount Off List: 50 %

56 1 \*\*\* Reception Seating \*\*\*

57 2 7875F GLOBAL INDUSTRIES 420.00 840.00  
CITI-Fully upholstered lounge  
chair. Fixed top  
stitched cushions.

~07 GRADE 07  
~SORA SORANO (DES)  
YS38 1-EARTH  
TU F--TUNGSTEN-NEW STYLE SANDTX  
~ (STD)  
~ (STD)

List Price: 887.00  
Discount Off List: 52.60 %

58 1 7885 GLOBAL INDUSTRIES 230.00 230.00  
CITI-Laminate Top  
End Table - 24D x20W  
x 20H

~01 GRADE --  
~CLAM CITI LAMINATES  
AWH 1-AVANT HONEY  
TU F-(STD) TUNGSTEN-NEW STYLE SANDTX

List Price: 483.00  
Discount Off List: 52.60 %

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551



CAPITOL  
BUSINESS  
INTERIORS

SUBTOTAL 48,183.74

TOTAL 48,183.74

ACCEPTED BY: Donlene Franklin

SALESPERSON: Kathy Levitan Garth Karp 133244-576

711 INDIANA AVENUE  
CHARLESTON, WV 25302  
304-343-7551

(I) **Authorizing the City Manager to Enter into a Lease Agreement with Charles Ryan Associates, LLC, to Demise Premises at 601 Morris Street**

Edward Talkington moved for Committee approval of Resolution No. 041-11, authorizing the City Manager to enter into a Lease Agreement with Charles Ryan Associates, LLC, to demise a premises at 601 Morris Street of approximately 6439 square feet of floor space for a period of fifteen (15) years commencing January 1, 2012, at a base rental rate of \$1,798,410 payable in 180 monthly installments of \$9,991.17, subject to annual utility escalations and providing for early termination after the first five years with proper notice and payment of the remaining unpaid amortized build-out and furnishings allowance of \$184,805.51, or after the first ten years with notice and payment of \$106,126.37. Motion seconded by Jack Harrison and passed.

Resolution No. 771-23

Introduced in Council:

Adopted by Council:

February 21, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 771-23 - Whereas, When Charleston’s City Hall was built in 1922, it was  
2 designed to house all City operations. On opening day, City Hall had a fully-equipped fire  
3 station, police station, municipal court, as well as all of the general administrative departments  
4 of city government. Over time, Charleston’s population, budget, and service offerings changed,  
5 resulting in a general expansion of government;  
6

7 Whereas, City Hall continues to serve as the City’s primary police station, but the architecture  
8 of the building, as well as its age, create substantial obstacles to efficient police operations.  
9 While largely under one roof, the police department is physically segmented within the  
10 building;  
11

12 Whereas, The municipal courtroom and its access points are inconvenient to citizens and court  
13 staff alike. Moreover, entry points have substantial ADA challenges. The Municipal Court Clerk’s  
14 Office is housed on the first floor of City Hall’s main entrance, which is not where the  
15 courtroom is located, straining operations during court proceedings;  
16

17 Whereas, The administrative headquarters for the Charleston Fire Department is located within  
18 an active fire station, Station No. 2. Having the headquarters located within a fire station is  
19 often distracting to the conduct of administrative business of the department. Additionally, the  
20 Charleston Fire Department routinely conducts intensive fire training, but the department is  
21 currently without a permanent facility to conduct its training operations; and  
22

23 Whereas, Both the police and fire departments maintain separate physical training (PT) facilities  
24 and equipment, located in different parts of the city. The City’s Administration desires to create  
25 a single PT facility for both police and fire employees;  
26

27 Whereas, the City publicly advertised a request for Expressions of Interest for qualified  
28 architecture and design firms to submit a proposal for evaluation by the City, and  
29

30 Whereas, after a thorough and thoughtful review process, the proposal scoring committee  
31 recommend that Silling Architects, with partner Architects Design Group, be selected to  
32 perform the pre-design services related to the development of a new public safety center.  
33

1 Be it Resolved by the Council of the City of Charleston, West Virginia:  
2 That the Mayor or City Manager is authorized to enter into a contract with Silling Architects in  
3 the amount of \$242,000.00 for pre-design planning services related to a new public safety  
4 facility for the Police Department, Fire Department administration, and Municipal Court  
5 functions of the City. Services include spatial needs assessments, staffing studies, site analysis,  
6 conceptual planning, community engagement, estimates of development budgets, and grant  
7 identification according to the attached Exhibit A.



February 1, 2023

Jessica Wintz-Adams  
City of Charleston  
Assistant to City Manager  
501 Virginia Street East  
Charleston, WV 15301

**RE: City of Charleston Public Safety Facility  
Proposal for Pre-Design Planning Services**

The Silling Architects + Architects Design Group is pleased to provide you with this proposed outline of the scope of services to be provided in the requested pre-design planning study for the city's public safety center needs. It is our understanding the public safety facility will include all police operations, municipal court and related clerk functions, and fire department administration.

**Phase One - PRE-DESIGN SERVICES:**

**Task 1-A: Detailed Spatial Needs Assessment**

---

Silling + ADG will develop the building programs desired to be located on the new public safety center site. We will facilitate a Project Visioning meeting with an Executive Project Committee identified by the city to generally define the overarching mission and objectives of the Project. Additionally, our team will meet with each of the user groups to be included within the new facility utilizing a series of strategic planning sessions while also observing current facilities and operations.

The Program will include a detailed list of all spatial and operational requirements. The new Program will be responsive to current operational issues, staffing demands, as well as future growth demands and will identify requirements including square footage, adjacencies, performance, and various equipment and furnishing needs. The Program will also include a preliminary technology review including the security access control and CCTV systems, audio-visual needs, and the coordination of the data distribution network with the City's Information Technology Department representatives. Executive Project Committee and end user meetings will be conducted on-site while technology assessment services can be conducted virtually.

After initial departmental interviews are conducted and specific needs and desires are documented, our team will conduct a progress meeting with the Executive Project Committee to confirm direction and build consensus prior to moving on to Task 1-B.

**Task 1-B: Staffing Study**

---

Silling + ADG will perform an analysis of the staffing needs of the department and develop a report that examines the police department's current roster and organization chart while taking into account its fleet and other apparatus, special units and services provided to the community. This report examines external data such as population as well as future population changes, with particular emphasis on these factors' effect to the provision of public safety services. Other issues such as growth and changes in neighboring communities will also be examined as they will also affect personnel in the department.

Particular attention will be paid to those areas of greatest impact within the department – namely patrol, criminal investigations, evidence processing, storage and retrieval as well as call-taking and dispatch. Our team will utilize proprietary algorithms that provide a deep analysis of these key areas. The study effort will result in data-driven recommendations for staffing of each department relative to the services provided to project personnel requirements that align with community need. The final report matrix will include a line-item chart of staffing in every personnel position within the department, demonstrates how personnel changes will or should occur in current, five, ten- and twenty-year intervals.

### **Task 1-C: Site Analysis & Selection**

---

Our team will work with the Executive Project Committee to identify up to five possible sites for initial evaluation, which will include general suitability of land area, land use/identity, general vehicular and pedestrian connectivity, ownership, and probable feasibility of acquisition. Upon the initial evaluation and discussion with the city, our team will identify up to three sites to advance into more detailed analysis which will include gathering information from readily available sources such as GIS information, tax maps, utility information from the providers, zoning and land use information, and aerial imagery, while land surveying and geotechnical investigation is not included. Silling + ADG will analyze up to three sites and develop a site selection matrix scoring the critical site characteristics affecting the suitability for a new public safety facility. During the conclusion of this task, our team will provide a draft report detailing the site candidates in order for the City to make an informed decision on which site(s) may work best for the proposed project.

### **Task 1-D: Conceptual Site Planning & Architectural Master Plan**

---

Silling + ADG will develop conceptual site planning for up to two of the most qualified sites. All known building and site amenity features will be identified in consideration of the long-term build-out of the public safety center with the understanding that the City may elect to implement a phased development approach contingent upon funding availability. If needed, the phased approach will be reflected in the master planning concepts.

Conceptual site planning considerations will include:

- Study of site's general constructability relative to site grading, utility infrastructure, and support of the building, parking, and other site amenity requirements. Project constraints affecting these aspects of the site will be limited to those reasonably found through available site information collected, zoning research, known jurisdictional requirements, and visual observation.
- Study of site's opportunities for future expansion.
- Coordination with transportation agencies to identify design requirements for potential vehicular access.
- Development of site plans that conceptually diagram:
  - Grading strategy, flood plain considerations, and storm water management requirements
  - Vehicular entry, circulation, and parking layout
  - Building footprint(s) and setbacks
  - Site security barrier locations
  - Utility infrastructure concept
  - Potential future building and/or site improvement concepts

### **Task 1-E: Conceptual Building Design**

---

Having analyzed up to three sites and studied up to two at the conceptual site master planning level, a final site will be identified by the city and design team for the development of a building concept, incorporating the information developed in Tasks 1-A through 1-C. This effort will include the development of operational adjacency diagrams, architectural and engineering narratives of anticipated construction methods, material

selections, and building systems selections, all of which will be presented to and reviewed and approved by the city. The building space planning will move into conceptual massing and exterior elevation studies to generally depict the architectural character of the potential project on the preferred site. The deliverables of this and the preceding tasks will be instrumental to inform the estimate of probable development costs for the city's budgeting purposes.

#### **Task 1-F: Community Engagement**

---

Concurrent with Tasks 1-C and 1-D, Silling + ADG will work with the city to develop a community engagement campaign at the onset of the project geared toward the inclusion of diverse stakeholders, education of project purpose, and consensus support of project need. Based on our team's experience with public safety projects in similar communities, we envision two separate "Town Hall" meetings. We will coordinate with the city's Public Information Office to invite local community members and groups to attend an information session to understand the unique needs and characteristics of public safety facilities and garner feedback. Additional community engagement meetings, if deemed necessary by the city, may be added to these efforts as an additional service.

#### **Task 1-G: Estimate of Probable Development Costs**

---

A budget estimate will be prepared based upon the conceptual site and building master plan and descriptive narratives produced by each discipline including architecture, interior design, civil, structural, mechanical, electrical, plumbing, fire protection, and technology. Site and building construction costs will be estimated based on the conceptual level of development and informed by historic data relative to the building typology, anticipated construction type, and recent regional market conditions. It is understood that our team cannot guarantee actual material and labor costs at the time of Project delivery, nor predict various unforeseen conditions related to site development or building construction. Total estimates for project development will include:

- Site Grading, Paving, Lighting, Barriers, Hardscape and Landscape, and Stormwater Management Budget
- Utility Infrastructure Development Budget
- Building Construction Budget
- Furniture, Fixture, and Equipment Budget
- Building Technology and Security Budget
- Professional Design Fees Budget
- Owner Administrative Costs Budget for Permitting, Commissioning, Construction Testing, and Various Reimbursable Expenses
- Appropriate Contingencies for the Design, Bidding, and Construction Phases

#### **Task 1-H: Grant Identification Assistance**

---

The Center for Public Safety, Inc. (CPS), a subsidiary of team member ADG, follows federal, state and private grant and funding opportunities. Specifically, CPS tracks 32 federal grant opportunities through different parts of the year from announcement through the NOFO (Notice of Funding Opportunity) to schedule closing. In addition, CPS follows US Senate and US House bills as well as resolutions that may benefit our public safety clients.

Our team will work with the Charleston Finance Department to make a determination of your need or needs to match against funding sources, noting the very specific, relative criteria of local agencies as they align with funding source requirements. We will advise the City of potential funding sources that align with the project mission and agency criteria, including general information related to application schedules and content. Grant

writing and administration of the application process is not provided by Silling + ADG and must be provided by the City for the ultimate pursuit of grant funds.

### **Phase One Schedule**

---

The Architect anticipates the timeframe to complete the Phase One work defined in this proposal to be approximately 180 days from the City Council's execution of the Agreement, dependent upon the city's availability to participate in programming meetings and duration of city review periods for various tasks.

### **Phase One Deliverables**

---

Deliverables for the Phase One Services will include:

- Architectural Space Program of Requirements
- Staffing Study Report
- Site Selection Matrix considering up to three sites
- Conceptual Site Plan indicating proposed developments and future opportunities for up to two sites
- Conceptual Building Design Space Plan and Massing/Character Imagery developed for the most compelling site
- Architectural and Engineering Narratives for the proposed development
- Narrative description of the Community Engagement exercise and outcomes
- Estimate of Probable Development Costs
- Narrative description of Grant Funding opportunities and related application and deadline requirements

### **Phase One Compensation**

---

Lump Sum Fee of Two Hundred Forty-Two Thousand Dollars (\$242,000.00).

Services will be invoiced monthly based on progress and percentage of tasks completed. Lump sum fees associated with each task are as follows:

Task 1-A: Detailed Spatial Needs Assessment	\$47,000.00
Task 1-B: Staffing Study	\$18,000.00
Task 1-C: Site Analysis & Selection	\$38,000.00
Task 1-D: Conceptual Site Planning and Architectural Master Plan	\$45,000.00
Task 1-E: Conceptual Building Design	\$60,000.00
Task 1-F: Community Engagement	\$15,000.00
Task 1-G: Estimate of Probable Development Costs	\$9,000.00
Task 1-H: Grant Identification Assistance	\$10,000.00

### **Reimbursable Expenses**

---

Reimbursable expenses are in addition to compensation for Tasks 1-A through 1-H and include expenses incurred by Silling, ADG, and their consultants directly related to the services provided under this agreement, as follows:

- Transportation and authorized out-of-town travel and subsistence
- Printing and reproductions required for owner review, community engagement events, and record deliverables

For reimbursable expenses the compensation shall be the expenses incurred by Silling and their consultants plus ten percent (10%) of the expenses incurred.

**Additional Services**

---

Silling + ADG will provide additional architectural / engineering services not described in this document for this project when authorized in writing by the city specifically for each service and fee required.

OWNER:  
City Council, City of Charleston, WV

ARCHITECT:  
Silling Associates, Inc.

By \_\_\_\_\_  
Title

By \_\_\_\_\_  
Jody S. Driggs, Principal

**END OF DOCUMENT**



SILLING  
ARCHITECTS



Architects  
Design  
Group



CPD

Expression of Interest

**PUBLIC SAFETY CENTER FEASIBILITY STUDY**

City of Charleston, West Virginia

11/4/2022



**Orlando Police Department Headquarters**  
Architects Design Group

SILLING + Architects Design Group  
ARCHITECTS

November 4, 2022

City of Charleston  
Jonathan Storage, City Manager  
501 Virginia Street East, Room 101  
Charleston, WV 25301

**RE: Expression of Interest  
Public Safety Center Feasibility Study**

Mr. Storage,

The team of **Silling Architects + Architects Design Group** is very excited about the opportunity of your project and extremely interested in working with you to learn more about your goals and vision for the City of Charleston's Public Safety Center Feasibility Study. Our unified team offers the very best in local project management and public safety service, coupled with five decades of national leadership in public safety planning and design. Ours is a team founded in like-minded design professionals committed to principal leadership, client care, and the development of architectural solutions that are both pragmatic and rooted in a deep understanding of place and community.

Silling, a well-known and trusted architectural practice established in downtown Charleston 120 years ago will be your local Architect of Record and Overall Project Executive. We have a vested interest in ensuring the Feasibility Study exceeds every expectation from the City of Charleston, public safety leadership, and the greater Charleston community. While Silling has evolved into a national leader in courts and judicial facilities over the last 20 years, our firm has also designed a number of local and regional law enforcement, public safety, and emergency response projects including the award-winning Martinsburg Police Department and Municipal Court, Raleigh County Sheriff's Department, Marshall County Public Safety Building, Putnam County Sheriff's Department, and Randolph County 911/OEM Center, among others. Under this contract, Silling will provide executive leadership, local project management, architectural planning and design support, and municipal court planning for your exciting project.

We have teamed with nationally-recognized public safety design expert Architects Design Group (ADG). ADG has planned over 350 public safety facilities in the U.S., and specializes solely in the design of public safety, law enforcement, fire-rescue, EOC / 911, and public safety training facilities. They bring a deep understanding of the unique requirements of this project type and how they should be designed in order to provide maximum efficiency, security, and functionality. Notably, two ADG staff members served on the International Association of Chiefs of Police (IACP) committee to create the design standards for police and public safety training facilities, and speak yearly at the Station Design Conference. ADG has won several awards for their facilities, and are regarded as a top national public safety firm. We consider our two firms as "one studio" in this endeavor and will work side-by-side from project start to completion.

The Silling + ADG team has developed an engaging and collaborative process that is highly inclusive and leaves participants excited about the possibilities for their public safety and justice facilities through the input they have contributed. This approach is also the foundation for identifying the specific needs of your Public Safety Center leading to planning and design solutions that speak to what is important and unique about the City of Charleston


and its community. Additionally, ADG has facilitated hundreds of community input sessions, public meetings, and charrette sessions to build support for public safety projects across the country.

For your project we propose a team of architectural and engineering design professionals who share a unique history of project collaboration and service within the state of West Virginia and beyond. This team includes the following partners:

- **Silling Architects** – Architect of Record and Municipal Court Planning
- **Architects Design Group (ADG)** – Public Safety Design Architect and In-House Project Financial Analysis Consulting
- **TLC Engineering Solutions (TLC)** – Security, AV, and Technology Consulting
- **Scheeser Buckley Mayfield (SBM)** – Mechanical, Electrical, Plumbing, and Fire Protection Engineering
- **SMBH** – Structural Engineering
- **Terradon Corporation** – Civil and Environmental Engineering
- **A. Morton Thomas & Associates (AMT)** – Traffic Engineering

Our team's primary mission for this project is to guide the City through the planning and design process to deliver a useful, public safety facility planning study that realizes your vision and meets all project goals. We believe the combination of our team's experience with state-of-the-art combined public safety facilities makes us uniquely qualified to work with you on this important project. Thank you for reviewing this proposal and we hope to have the opportunity to meet in person to discuss this project in greater detail. We would be honored to bring the very expertise that has positioned the Silling + ADG Team as national thought leaders for these types of facilities to our own home town of Charleston, West Virginia.

Respectfully Submitted,



**Jody S. Driggs, AIA, NCARB**  
Principal  
**Silling Architects**  
jdriggs@silling.com



**Ian Reeves, AIA, IALEP**  
Principal  
**Architects Design Group**  
ianr@adgusa.org

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The notions of **Accessibility** and **Transparency** are often design drivers for both space planning organization as well as architectural character development, and these are extremely applicable concepts for successful law enforcement facility designs.



Because of the incredible workload of law enforcement and the urgency of its daily mission, notions of **Efficiency** and **Responsiveness** shape our design approach for facility operations.



# Tab 1

The Silling + ADG Collaboration  
Firm Profiles

Our Subconsultant Team

Relevant Project Experience

## STATEMENT OF THE FIRM'S HISTORY & EXPERIENCE

### THE SILLING + ADG COLLABORATION

To maximize the success of the Feasibility Study and to best explore the opportunities for a modern, state-of-the-art Charleston Public Safety Center takes collaboration. Strategically, and with a tremendous desire to see our clients receive the very best service, Silling Architects has pioneered the notion of design collaboration in the West Virginia design service marketplace. In the ever-growing world of specialization, as well as the global ability of professionals to capitalize on technology and communication tools to serve infinite geographic spheres, we have recognized the great value of including some of the nation's most talented and renowned architects on our teams – and our clients have been the benefactors of unparalleled design and service.

We believe that nationally-recognized firms can bring expertise to projects with specialized design components, and coupled with a local design professional's knowledge of the local conditions and processes, the highest level of planning and design can be achieved. We have worked in various teaming capacities in recent years with a number of national design firms of the highest quality, including commissions for the "re-imagined" Kanawha County Public Library, the new Anthony Correctional Center serving the WV Division of Corrections, Bible Center Church's Southridge Campus, Mount Olive Correctional Complex, and the design of the Chesapeake Energy Eastern Regional Headquarters and for all of Chesapeake's operations facilities throughout KY, OH, WV and PA. Interestingly, our recent success in courthouse design has vaulted us into a position of national design expertise and we have served as the lead Design Architect teamed with solid local architects in multiple states, giving us a unique perspective from both sides of the collaborative table.

What we've learned, and perfected, is the notion of a highly-defined matrix of team responsibilities and a clear consensus of roles and communication protocols to ensure a seamless and thorough execution of the study/project intent, and that regardless of the specific responsibilities, planning and design leaders are engaged in the process from the beginning to the end. Finally, through our collaboration with so many acclaimed design firms, we've been most humbled and proud that each sees our modest West Virginia firm as a reflection of themselves, sharing a similar passion for design and service.

While we truly believe Silling is an ideal fit as the Executive Architect for your Feasibility Study having planned and designed a number of local law enforcement facilities here in WV, we recognized very early that the most appropriate service to the City of Charleston and the Charleston Police



Department requires the involvement of a planning and design consultant uniquely equipped for this building typology. Through the numerous collaborations we have entered, we have come to understand that partnership among architects requires a shared philosophy of design and service, a commonality of design and management approach, and perhaps most importantly, a genuine appreciation and regard for the people behind the firms.

We are confident that the architecture firm of Architects Design Group is the RIGHT partner for Silling and the City of Charleston.

Martinsburg Police Department &amp; Municipal Court

**YEARS IN BUSINESS**

120 years

**LOCATIONS**Charleston, WV  
Orlando, FL**EMPLOYEES**

20

**EXPERTISE**Courthouses  
Judicial Centers  
City Halls  
Law Enforcement  
Detention/Corrections  
Public Safety  
Emergency Response**WEBSITE**

silling.com

**SILLING ARCHITECTS**

Established in 1902 in downtown Charleston, West Virginia, Silling Architects is an architectural firm specializing in justice facility planning and design for city and county governments throughout the Mid-Atlantic region and beyond. In the past decade our experience includes over sixty Justice + Civic projects throughout ten states totaling over 3.4 million square feet with a combined construction value exceeding \$932 million.

Beginning with the Mt. Olive Correctional Complex and the Putnam County Judicial Building in the 1990s, Silling's current firm principals and associates have developed a specialization in the courts, law enforcement, correctional/detention, and public safety building facility typologies. While all of these projects work together in the delivery of justice, we understand and appreciate their unique roles and the way in which they are perceived and engage with the communities they serve. Of these justice-related services, law enforcement certainly is most publicly connected and regularly interfaced. For that reason, we approach the planning of law enforcement centers founded on an intimate understanding of their urban context and community's culture while balancing the critical issues of security, safety, and privacy.

While our commitment to Justice + Civic facility work has grown over the past twenty years and become a primary focus of our practice, we have continued to invest in the technical and professional development of our staff seeking every opportunity to enhance our skills and knowledge base, as we constantly strive to perfect our craft and provide value to our clients. For more than a decade, we have been active members of the American Institute of Architects Academy of Architecture for Justice (AIA AAJ), a national and international network of architects devoted to promoting industry best practices and state-of-the-art justice facility design.



**YEARS IN BUSINESS**

50

**LOCATIONS**

Winter Park, FL  
Dallas, TX

**EMPLOYEES**

40+

**EXPERTISE**

Law Enforcement  
Fire/Rescue  
Public Safety  
EOC / 911 Dispatch  
Police & Fire Training  
Public Works

**IN-HOUSE SERVICES**

Spatial Needs Assessments  
Master Planning  
Conceptual Design and Renderings  
Project Budget Analysis and Planning  
Architectural Design  
Construction Administration  
Interior Design  
Grant Writing Assistance

**WEBSITE**

[adgusa.org](http://adgusa.org)

**ARCHITECTS DESIGN GROUP**

Architects Design Group (ADG) is a national firm specializing in spatial needs assessments, programming, site selection / analysis, master planning, project budget analysis, design, and construction administration services. Since being founded in 1971, the ADG team has worked on over 350 public safety facilities across the United States.

Over the years, ADG has narrowed its focus from a diversity of project types to a small number of areas of specialization. Our primary areas of expertise includes design services for combined public safety, law enforcement, fire-rescue, EOC / 911, and public safety training facilities. ADG's projects reflect our knowledge of state-of-the-art trends in facility programming and design, as well as our ability to focus collective talents toward innovative applications and cost effective techniques.

ADG is proud to have earned numerous national, regional, and local awards that reflect our firm's ability to solve complex design challenges, use the most innovative and cost effective techniques, maximize space functionality, and achieve the highest level of overall quality. Over the past 50 years, we have received many honors and awards for design excellence and have won AIA, design, and technology awards for over 75 of our public safety projects.

## STATEMENT OF WHETHER SUBCONSULTANT WORK IS EXPECTED, AS WELL AS A BRIEF DESCRIPTION OF THE IDENTITIES OF AND SCOPE OF WORK FOR EACH CONTEMPLATED SUB-CONSULTING FIRM

Silling Architects believes it is critically important to bring the highest levels of talent and experience to meet the City's vision and objectives of the Public Safety Center Feasibility Study. It is our commitment that each person proposed to the City will be actively involved in leading and delivering this Study from its inception to its completion. We look forward to bringing this collaborative relationship to the project.

### TLC ENGINEERING SOLUTIONS

#### Security & Technology Consultant

TLC Engineering will provide all security, technology, and AV services needed for the new public safety facilities. TLC has provided design services for over 170 public safety facilities across the United States, including 80+ with ADG. They are well-adept at mission critical, survivable facilities that support multiple agencies by using the latest computer-aided design and testing tools to produce cutting-edge designs tailored to each client's unique operation

### SCHEESER BUCKLEY MAYFIELD (SBM)

#### MEPT Engineering

SBM will provide mechanical, plumbing, electrical, fire protection, and telecommunications engineering services for the team, and has a long and proven track record for excellent design service to our Justice + Civic clients throughout multiple states. SBM has been the MEP engineer of choice for Silling for nearly three decades serving a great multitude of projects totaling well over 4 million square feet of construction. Together, we provide a long and successful history of project collaboration and professional service that ensures a highly technical, yet seamless integration of architecture and engineering design.

### SMBH

#### Structural Engineering

SMBH will provide structural engineering services for the team. Our firms have been collaborating on projects for over thirty-eight years, and they've proven to be a tremendous professional resource and teammate throughout each and every design commission. SMBH has served an impressive list of design projects throughout West Virginia, Ohio, and beyond. They are highly-regarded for providing professional structural engineering services and documents known for their constructability, attention to detail, and efficiency.



### TERRADON CORPORATION

#### Civil/Site & Environmental Engineering

Terradon provides a wide range of land development and civil engineering services, and is particularly suited to serve the project given their years' of successful experience serving public and private projects throughout West Virginia. Terradon provides a wide variety of engineering, environmental, surveying, and landscape architecture services utilizing cost effective design solutions and providing the highest level of service to our clients.

### A. MORTON THOMAS & ASSOCIATES

#### Traffic Analysis & Engineering

For the past 67 years, A. Morton Thomas and Associates (AMT) has provided transportation and traffic engineering services for contracts for federal, state, and local government agencies. An Engineering News-Record "Top 250 Design Firm," AMT has a staff of approximately 475 working from 21 offices in the eastern region of the United States, including Charleston and Parkersburg in West Virginia. AMT has prepared more Traffic Impact Studies in WV than any other firm and also has served the WVDOH for several recent traffic studies including US 460 at the Princeton Interchange, US 33 in Buckhannon, and a statewide research effort regarding interstate speed limits.

Our experience in planning these facilities allows us to address the complexities of **Security** and **Privacy** as concepts that sensitively integrate themselves in a seamless law enforcement facility composition.





## Martinsburg Police Headquarters & Municipal Court

MARTINSBURG, WV

### SCOPE

36,000 SF  
New Construction

### COST

\$11 million

### STATUS

Completed in 2020

### CONTACT

George Swartwood  
Chief of Police  
1.304.264.2100  
g\_swartwood@martinsburgpd.org

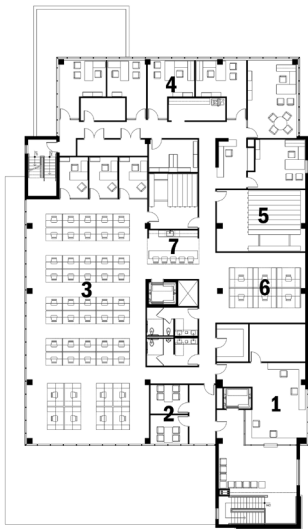
### SERVICES

Site Analysis  
Master Planning  
Programming  
Full Design Services

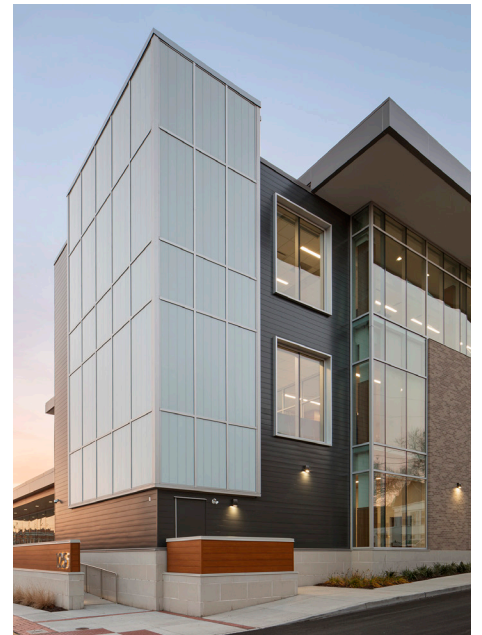
With a growing Police Department and Municipal Court operations the City of Martinsburg was in need of additional space for these services. The city purchased a parcel of property just steps away from City Hall on the corner of West Race and North College Streets that had previously been home to the local Chapter of the American Legion as a possible location for a new Police headquarters and Municipal Court. Working closely with representatives from the City, Police Department and Municipal Court, Silling performed programming services and developed a graphic test-fit as a means to demonstrate how the program could fit in a new building constructed on the purchased property.

The massing of the building is a representation of the interplay between solid and void and how that form is created relative to the usage of the spaces within the building. A community room is located on the first level just off of the main public lobby and security screening area. The remainder of the first level consists of a new multi-cell holding area, vehicular sallyport, locker rooms for police officers and other police support spaces. The Police Department is located on the second level with its own separate public waiting area and large squad room with glass façade that provides natural light and views down Race Street to the downtown and the adjacent public parking area that serves City Hall. The Municipal Courtroom and associated spaces are located on the third level with a spacious public waiting area with an easily visible courtroom entrance and private circulation for staff. Transaction windows for the Court Cashier, Court Clerk and Magistrate are located off the public lobby. The third level features a ribbon of clerestory windows allowing natural light into the courtroom and offices located along the perimeter walls.

**AWARDS:** AIA WV Honor Award for Excellence in Architecture  
2021 Community Award, WV Municipal League



- SECOND FLOOR**
- 1 - DISPATCH
  - 2 - INTERVIEW ROOMS
  - 3 - SQUAD ROOM
  - 4 - ADMIN. OFFICES
  - 5 - RECORDS
  - 6 - DETECTIVES
  - 7 - BREAK AREA





## Raleigh County Sheriff's Department

BECKLEY, WV

### SCOPE

27,400 SF  
New Construction

### COST

\$9 million

### STATUS

December 2022 Completion

### CONTACT

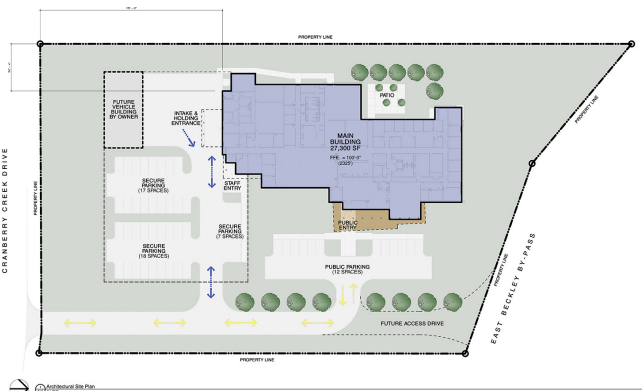
J.C. Canaday  
Chief Deputy  
1.304.255.9300  
jcanaday@raleighcounty  
sheriff.com

### SERVICES

Site Analysis  
Programming  
Full Design Services

The Raleigh County Commission selected Silling Architects to design a new headquarters for the Raleigh County Sheriff Department located in Beckley, West Virginia. The Sheriff Department has outgrown their headquarters which was a former WV State Police detachment facility. The County Commission purchased a parcel of property located in an industrial park off the East Beckley Bypass. Silling worked closely with representatives from the County and Sheriff Department to perform programming services and developed a graphic test-fit in order to demonstrate how the program could fit in a new building located on the purchased property.

The single-story massing of the building is a result of the functional arrangement of the spaces within the building. A dual-purpose community and training room is located just off the access controlled main public lobby. The remainder of the building consists of a new in-custody intake, processing and holding area, locker rooms for officers, large evidence storage areas and other support spaces. Highlighted spaces to aid in officer mental and physical health are a large patrol room with a glass façade providing natural light for the officers' workstations and a fitness room with a glass façade with views to an outdoor space accessible by officers and staff.





## Franklin County Judicial Center & Sheriff's Department

CHAMBERSBURG, PA

### SCOPE

130,000 SF  
New Construction  
Renovations

### COST

\$35 million

### STATUS

Completed in 2021

### CONTACT

Carrie Gray  
County Administrator  
1.717.261.3812  
cegray@franklincountypa.gov

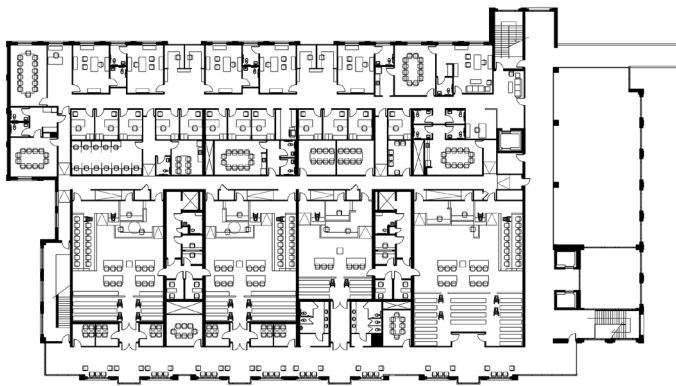
### SERVICES

Programming  
Full Design Services

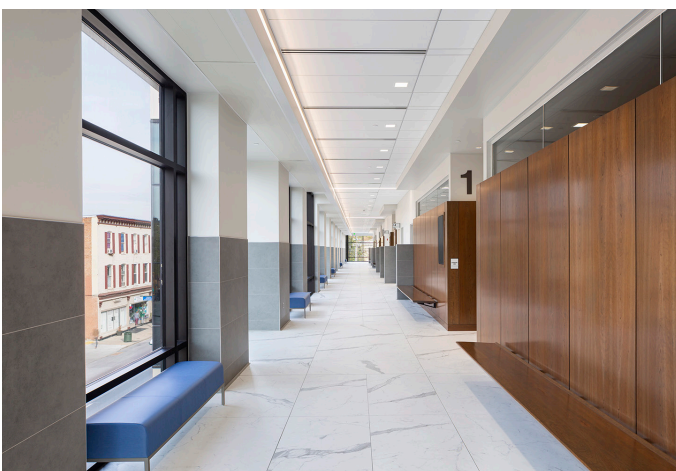
The new 130,000 gsf judicial center includes administrative office departments for the Common Pleas, District, and Magistrate Courts, Clerk of Courts, Public Defender, Juvenile Probation, Adult Probation, Sheriff, and the District Attorney. The upper levels include courtrooms of varying sizes and supporting judges' chambers and admin spaces. The subterranean sallyport with central holding offers isolated secure elevator transport of detainees to intermediate holding cells between the courtsets. Below grade protected judges' parking provides access to secure vertical circulation paths to the chambers above. The existing courthouse (with additions) has been partially reprogrammed to support a portion of the aforementioned departments. A subtle and unobtrusive pedestrian bridge softly engages the former structure to intermingle all court activities. The high-volume entry lobby is strategically placed biaxially with the historic courthouse to further bow in formal significance, yet houses the single point of entry for queuing and screening. The approach to the welcoming entry portico is served by a grand stair and a subtractive treatment of the colonnade opposite the infilled lobby condition. This extends the rhythm of the courthouse's vertical fenestration and provides a covered portico leading to the largely accepting glass storefront entry doors.

The massive footprint is broken down by sections of neo-traditional brick character reflections infilled with fully transparent modern hyphens. This assists in complimenting the contextual storefront proportions with a systematic rhythmic character on the main street elevation. Silling has enjoyed the opportunity to delicately blend the formula and achieve a highly integral solution to serve the residents of Franklin County for many years to come.

**AWARDS:** AIA WV Honor Award for Excellence in Architecture



SECOND FLOOR PLAN





# Putnam County Sheriff's Department

WINFIELD, WV

**SCOPE**

15,500 SF  
New Construction

6,600 SF  
Renovations

**COST**

\$9.3 million

**STATUS**

Construction Phase  
Estimated 2023 Completion

**CONTACT**

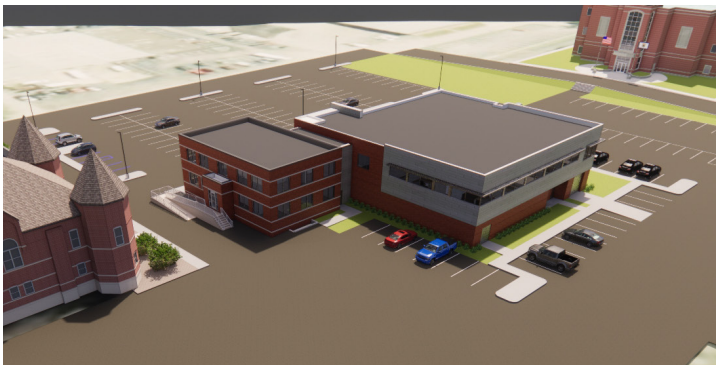
Jeremy Young  
County Manager  
1.304.586.0201  
jyoung@putnamwv.org

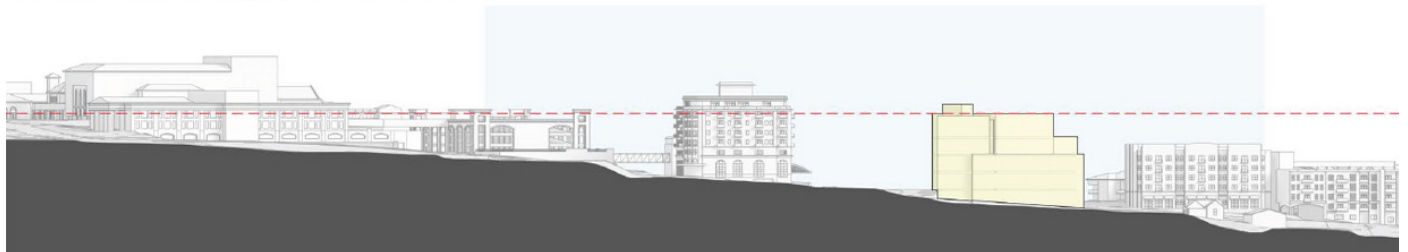
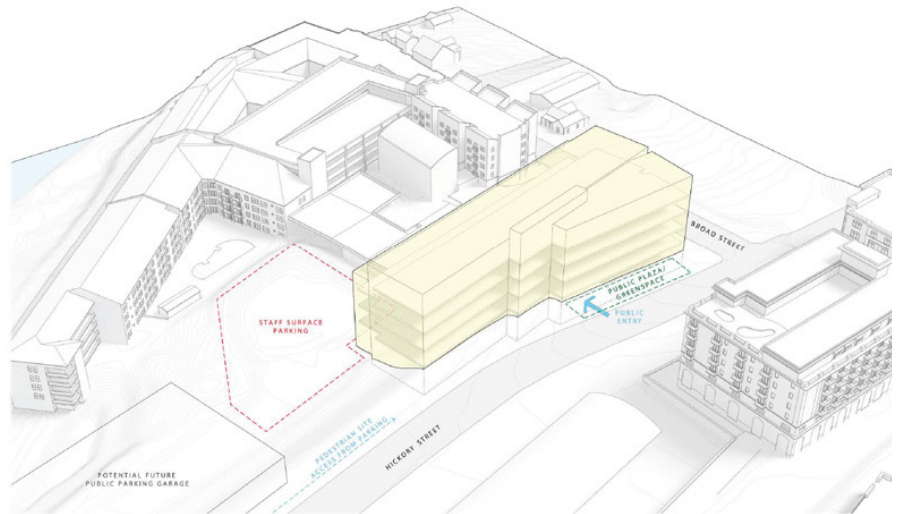
**SERVICES**

Space Needs Assessment  
Master Planning  
Full Design Services

The Putnam County Commission selected Silling Architects to design a new headquarters for the Putnam County Sheriff Department located in Winfield, WV. The Commission's desire was to bring the entire Sheriff Department back onto the Courthouse campus as they were operating from several different locations throughout the county because they had outgrown their facility on campus. The project scope consists of complete renovation of an existing 6,600 square foot building (shown above at right) located on campus currently being used by the department and construction of a new addition (shown above at left). Silling is currently working in close collaboration with representatives from the County and Sheriff's Department to perform programming services, preliminary space planning, massing and exterior character studies to determine how the new construction ties into the existing building and enhances the Courthouse campus.

The two-story massing of the building is organized around a central, day-lit circulation spine with an open communicating stair. Entrance into the new building is via an access controlled secure vestibule allowing visitors access to the main lobby, Records Clerks or Day Report. A large multi-purpose room is located off the main lobby for use by the department for large training meetings, press conferences or county meetings. The remainder of the new construction program includes large evidence processing and storage areas, an open patrol room, outdoor rooftop space, executive offices and other support spaces. The renovation of the existing building will provide space for Day Report, detectives and an enlarged fitness area with lockers and showers for officers and staff.





# Athens-Clarke County Judicial Center Feasibility Study

ATHENS, GA

**SCOPE**

Urban Justice Campus  
Master Planning  
Site Studies/Analysis

**COST**

\$80 million (Proposed)

**STATUS**

Completed in 2020

**CONTACT**

Blaine Williams  
County Administrator  
1.757.653.3015  
Blaine.Williams@accgov.com

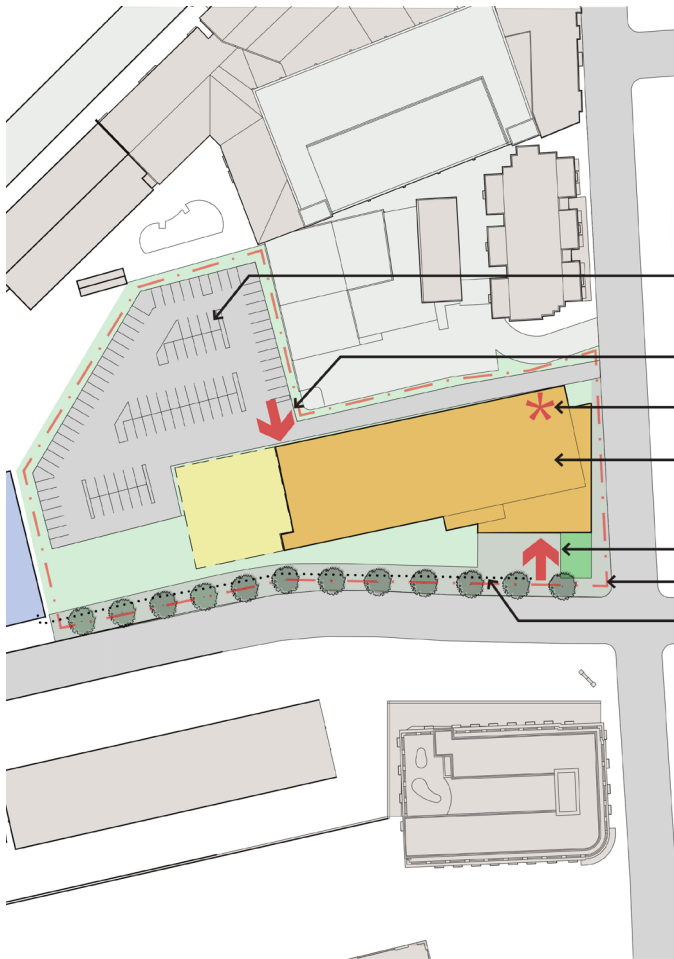
**SERVICES**

Space Needs Assessment  
Site Analysis  
Feasibility Study

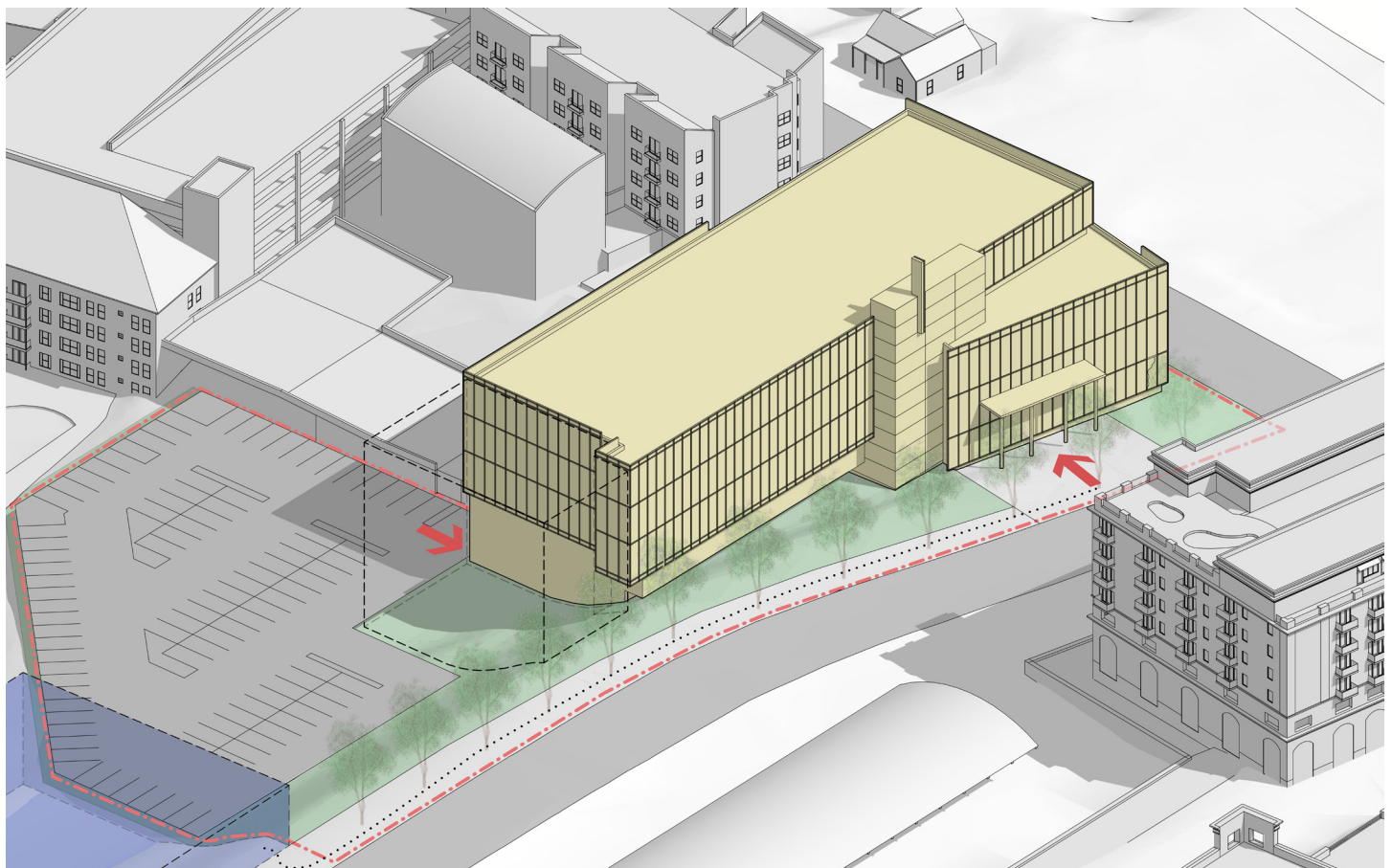
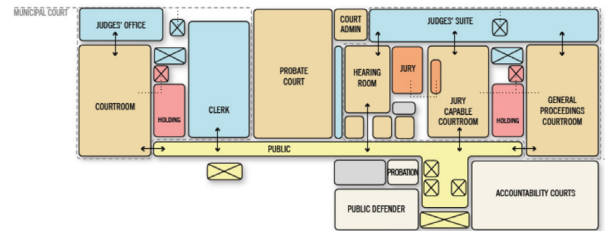
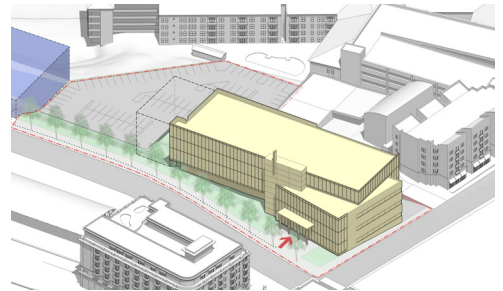
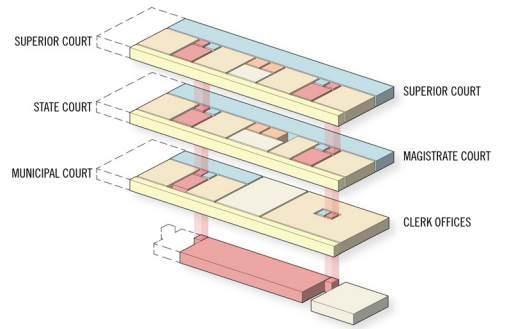
Silling Architects was selected by the Athens Clarke County Unified Government to provide detailed analysis of a downtown site, focusing on its appropriateness to accommodate their plans for a new Judicial Facility. Our initial steps of program validation included collaboration with judges and judicial staff, prosecutors and solicitors, various representatives of the clerk of courts divisions, and sheriff security – providing justice planning leadership to the stakeholder group while also understanding the unique aspects of courts operations in Athens Clarke County.

Based on the space needs and site analysis, two comparative building stacking diagrams were developed – both adhering to appropriate internal zoning and safe segregation of public users, courts staff, and detainees. A predominantly vertical organization of the courts program with a more minimal footprint was compared to more horizontal grouping of court spaces stretched along the long, narrow site. Without moving into detailed definition of the architectural character for either concept, general massing studies were illustrated for the two test fits, considering broad issues of scale and contextual sensitivity. The model studies also help in visualizing the relationship of the interior public spaces, courtrooms, and secure staff zones with the surrounding fabric of the city while also considering the urban design and placemaking opportunities and challenges presented with each stacking diagram.

In conclusion of the programming and preliminary planning steps, total project cost estimates were considered for the differing options, considering cost variances between vertical and horizontal building construction weighed against site development costs unique to each.



- OPTIONAL SECURE PARKING OVER RETENTION POND - 92 CARS
- STAFF ENTRANCE
- SALLYPORT
- JUDICIAL CENTER - 104,800 BGSF  
EXPANSION - 37,200 BGSF
- PUBLIC ENTRY
- SITE - 2.1 ACRES
- PUBLIC APPROACH FROM FUTURE SHARED PARKING STRUCTURE





## Kanawha County Public Library

CHARLESTON, WV

### SCOPE

80,000 SF  
Additions &  
Renovations

### COST

\$25 million

### STATUS

Completed in 2022

### CONTACT

Monika Jaensson  
Former President  
KCPL Board of Directors  
1.304.357.9924

### SERVICES

Multi-Site Analysis  
Programming  
Full Design Services

The design team of Silling and Cleveland-based HBM Architects have “reimagined” Kanawha County’s historic downtown library, providing a dynamic transformation that features fully renovated existing space, 20,000 square feet of new space, and beautifully sculpted glass walls reaching to the sky, creating a 21st century library that will serve our region for decades to come. This new main library building will allow Kanawha County’s library system to provide more efficient services to its nearly 117,000 card holders.

The new library building will feature a total of 80,000 square feet of space: 60,000 square feet fully renovated and 20,000 square feet of expanded space, two new additions including a three-story addition to what is now the rear of the library that will serve as the new entrance to the building, as well as a two-story addition utilizing space along an alley between the library and the KB&T building. A third floor covered walkway above Quarrier Street will take library patrons from the Summers Street Parking Garage to the library. The project will provide approximately 10,000 square feet of children’s activity space, more than double the current size, for collections, story time, a craft room, and other activities. More public space for the community, including much needed and often-requested reading areas, study rooms and flexible meeting space for groups of 2 to 200 are also incorporated into the design.

By renovating and expanding its century-old space, the Kanawha County Public Library will revive an iconic landmark in downtown Charleston and bring an exciting, fresh, new space to serve as the community’s gathering place.



ADG has performed programming and master planning services nationwide for over 350 public safety facilities. The following are a few similar examples of our public safety studies:



**Boynton Beach Police Department**

ADG designed the new 57,000-SF, two-story police headquarters facility. This building houses the Chief and administrative offices suite, professional standards, detectives bureau, narcotics, special victims unit, uniformed services division, K-9 unit, crime scene investigative services, evidence, crime prevention, technical / IT services, training, facility support (lockers and physical agility), and records. Public access areas include a shared lobby and a large community room. Conceptually, the new headquarters forms a public safety neighborhood center with the existing Fire Rescue Station No. 5 through the use of shared public site access and public parking, as well as a landscaped entry plaza and pedestrian link connecting the public lobbies of both buildings.

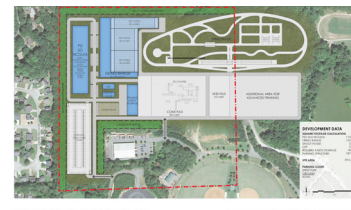
**Apopka Fire Department and Public Safety Facility**

The City of Apopka has seen a significant increase in population over the years. As such, the city hired ADG to evaluate the facility space needs for the city’s police and fire departments in hopes of creating a joint public safety facility. The new facility will be designed to accommodate the police department’s 127 staff members, including their 108 sworn and the Fire Department’s 102+ firefighters. This facility would include the central 4-bay fire station, house seven administrative staff members and fire administration offices, kitchen, bunk rooms, EMS supply storage, meeting rooms, and day room. It will also co-site the city’s communications center, housing 28 staff members, a 12-staff member EOC, shared training rooms, and a gym.

**Lynchburg Police Department**

ADG, in association with a local architecture firm, completed a detailed spatial needs assessment for the Lynchburg Police Department and Courts Facilities. The 102,000-SF police headquarters will include a community-oriented gymnasium /

multi-purpose space accessible to the public and staff to foster community policing interactions. The planned building will consolidate the entire department into one facility, including administration, field operations, criminal investigations, special investigations, evidence and forensics, and information technology. In addition, the project will include training areas with classrooms, as well as physical agility training areas. A large community meeting room with support spaces will also be located immediately off the main lobby to be readily accessible to the public. ADG is currently working on the design.



**Cobb County Police Department**

In association with a local architectural firm, Architects Design Group was hired by Cobb County to develop the spatial needs assessment, site analysis, master plan, cost estimates, and bridging documents for the police headquarters and public safety training complex. The police headquarters will consist of approximately 150,000 SF to house PD operations. The current headquarters is a two-story building constructed in the 1960s and is too small. An administrative area, a detective’s space, a community meeting room, physical agility, department meeting rooms, a crime lab, evidence processing and storage, holding, and break areas are included. The training complex will consist of 107,845 SF of specialized areas.



**Mobile Public Safety Facility**

The City of Mobile selected Architects Design Group to provide a spatial needs assessment, master plan, renderings, and cost estimate for a new consolidated public safety facility. The new facility will house police administration and operations to support the department’s 474 sworn and 232 civilians. The new facility will also include fire administration with approximately 45 fire department staff.

**Cheyenne and Laramie County Public Safety Facility**

ADG provided the City of Cheyenne and Laramie County with a detailed space needs study that examines four elements; the Cheyenne Police Department, the Laramie County Office of Emergency Management, the Cheyenne Fire Administration, and the Cheyenne/Laramie County Combined 911 Dispatch. ADG examined several potential sites and evaluated each to develop options for the future facility. Preliminary estimates suggest a new combined facility would be between 50,000 and 60,000 SF.

**Columbia Police Department**

ADG conducted a department-wide spatial needs assessment of the Columbia Police department, located in 15 different structures across the city. With money from HUD, the city purchased property on Busby Street, intending to establish a

community and training facility along with elements of the police department. This study determined which aspects of the police department would be moved to the new facility. After our team qualified the spatial needs, master plan, conceptual design, and cost estimates; we finished the phase 2 design services.

### **Tybee Island Public Safety Facility Pre-Design**

The Town of Tybee Island selected ADG to provide a detailed spatial needs analysis of the police department, the municipal courts, and the fire department. Critical to this process was a study of potential sites on the island to accommodate the needs of the police department and associated judicial facility, as their facilities were inadequate in size and could not be survivable. As a result, preliminary master plans were developed for two sites. They were part of the presentation to the Town Council, accompanied by recommendations regarding facility size, location, and project budget.



### **Northglenn Police, Courts, and City Hall Complex Pre-Design**

ADG completed a needs assessment, campus master plan, and conceptual design for the 13.58-acre site that

is the current location of the city hall and police department in the City of Northglenn. The expansion and relocation of both facilities on the same site required a multi-phased approach, which will ultimately include an additional municipal court component. Therefore, the project is divided into three phases to allow all the existing facilities to remain fully functional during construction.

### **Longview Fire Stations**

The City of Longview contracted with the Architects Design Group team to perform a needs assessment study for Fire Stations No. 5, 7, and 8 to determine the most practical and cost-effective renovation, expansion, or new construction options. This study provided several alternatives for each station so that the city could decide on the best option based on station location and available funding.

### **Orange County Fire Station Prototypes**

ADG recently completed multiple architectural design options for the Orange County Fire Department's new prototype design for three stations. The new prototype fire stations will be located on sites throughout the county. The interior layout is interchangeable for the three stations; however, the exterior is adapted to fit into the context of each site. Orange County Fire Station No. 68 (pictured) As part of a prototype design contract to design six fire stations for the county, Station No. 68 is the second station to be completed. The facility includes a community room, training room, physical agility, and general functions such as a kitchen, dining room, day room, dormitory rooms, restrooms and showers, two apparatus bays, and apparatus bay support spaces.



### **Cocoa Beach Fire Station No. 51 - Design Criteria Package**

ADG's scope of work included completing design criteria bridging documents used to select the design-build team, which included a spatial needs

assessment, site analysis, master planning, conceptual design, schematic design, and partial design development documents. ADG also assisted the city with selecting the design-build team to ensure the city received the expected quality and served as the owners' rep through project completion. Additionally, ADG provided complete site design and permitting services.



### **Alpharetta Public Safety Facility**

ADG, in association with a local architect, was hired to perform a spatial needs assessment and building program for the Alpharetta Department of Public Safety (ADPS). The current location is part of a renovated municipal complex that includes the city hall.

### **Boca Raton Multiple Public Safety Facilities**

ADG was selected to provide an existing facility evaluation study, spatial needs assessment, master planning, conceptual design, and complete design services for several facilities which house the Boca Raton public safety operations. Components of this multi-phase / multi-building project include a public safety building, a firing range/training center, and a renovation of the existing police headquarters.



### **St. Louis County Police Department Substations**

ADG, in association with a local architecture firm, has been hired to provide a prototype design for various precincts within the county, as the current

facilities are aged and need to accommodate new workflow, technology, and increased staff. The new stations are one-story, approximately 15,000 SF in size, on sites ranging between 4 and 6 acres. Program elements include public entry and community room, booking and intake, interview spaces, uniform patrol, police administration, sally port functions, miscellaneous storage, physical agility, and locker and toilet room facilities.



# North Kingston Public Safety Facility Pre-Design Study

North Kingston, RI

**SCOPE**  
50,000 SF

**COST**  
TBD

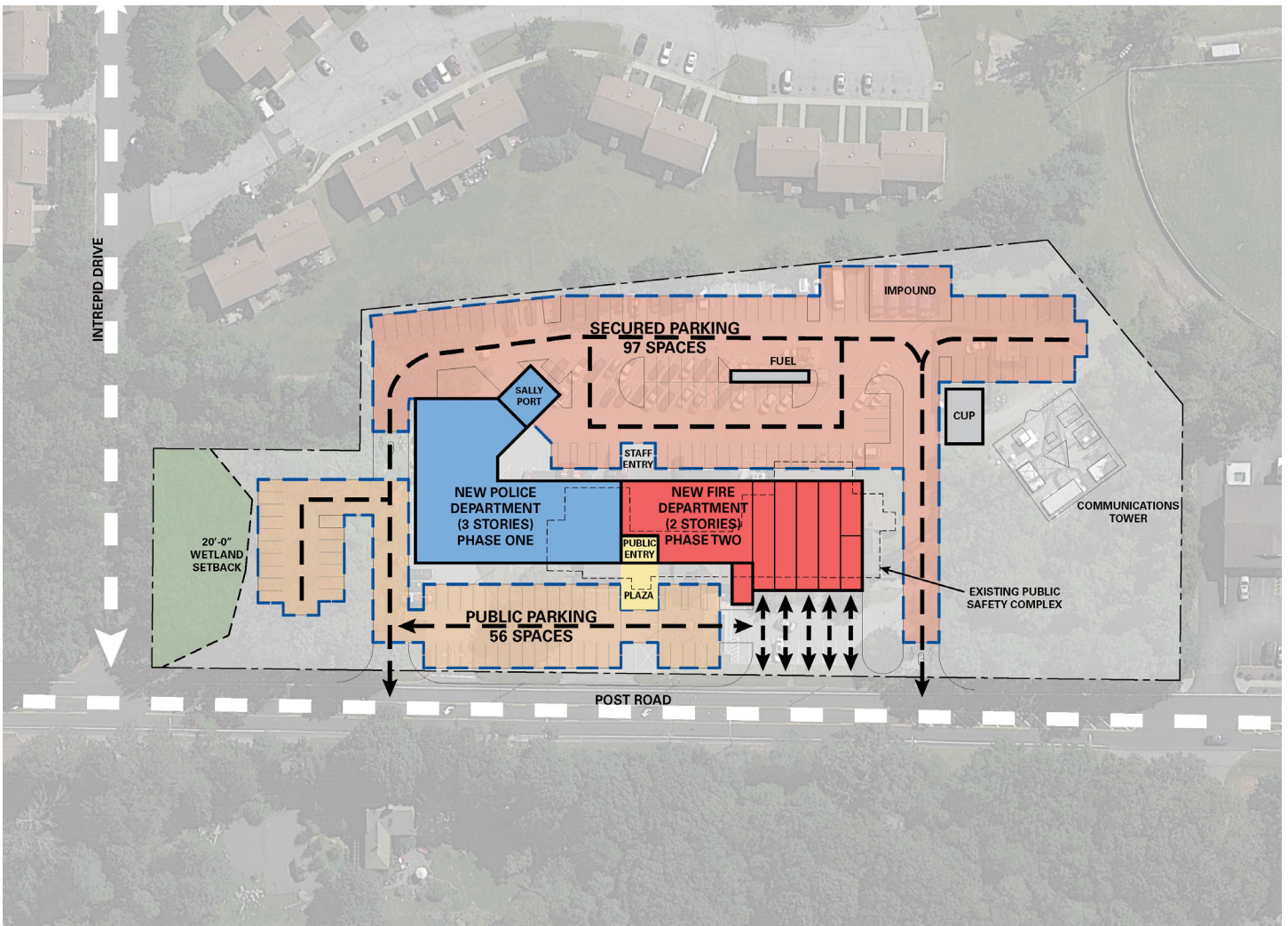
**STATUS**  
TBD

**CONTACT**  
Scott Kettelle, Fire Chief  
401.294.3346, ext. 7200

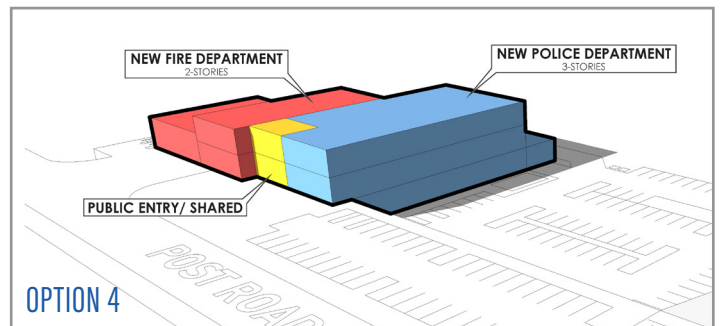
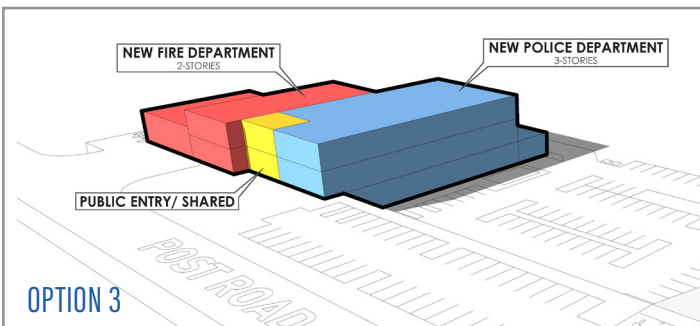
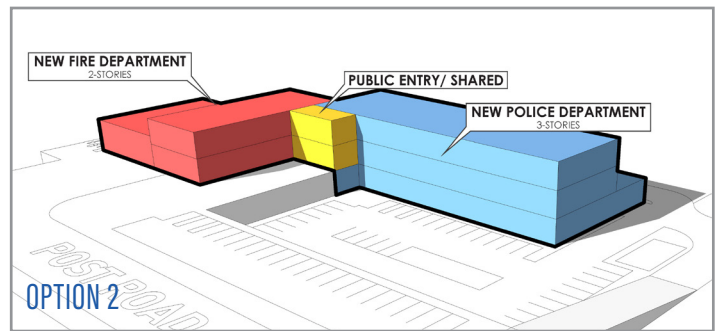
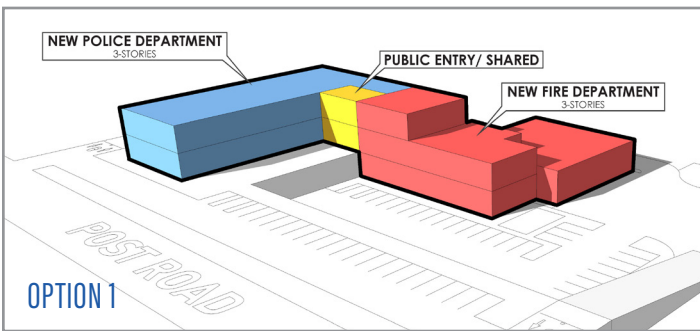
**REFERENCE**  
"The team of DBVW and Architects Design Group were selected from a list of over ten firms that responded to a request for qualifications. As our project is still in discussion and design stage, both firms have been extremely helpful in assisting us in navigating the process of producing a product that the voters will support and our staff with benefit from in the future."  
- Scott Kettelle, Fire Chief

Architects Design Group, along with a local architecture firm, is successfully working together on a new consolidated 50,000-SF public safety facility for the Town of North Kingston to accommodate all police operations, fire headquarters, town's public safety communications dispatch center, EOC, detention facility, and a multi-unit fire station with living quarters. The first phase, which is now complete, included a detailed space needs assessment, site analysis and selection, master planning, schematic design, probable cost report, energy efficiency-life-cycle cost considerations, public involvement, and best practices recommendations for the Town of North Kingstown Public Safety Facility. Preparation of narratives describing site work and building systems, including MEP/FP, audiovisual, communications, and security/technology requirements were also included.

Both departments have outgrown their current facilities and are in need of accommodating larger fire apparatus, a more modern detention facility, and access control for parking. The North Kingstown Police Department currently has over 50 sworn and is divided into four squads of six officers and two supervisors. The patrol officers work one of two 12-hour shifts. Two squads are assigned to each shift, providing 24 / 7 coverage to the Town of North Kingstown. Additionally, one patrol officer is assigned as a School Resource Officer to the North Kingstown High School. The current North Kingstown Police detention facility has four male cells and two female cells as well as a processing area and a juvenile holding area. The NKPD's prisoners are held short term at the facility and are not typically held overnight. The North Kingstown Communications Division is staffed by two public safety telecommunicators who handle calls for the police and fire departments, as well as the water department after hours. Additionally, the North Kingstown Fire Department has 65 firefighters that work out of five stations. The new facility house the fire department's current administrative staff, including the Fire Chief, Fire Marshal, Assistant Fire Marshal, Head Fire Mechanic, Assistant Fire Mechanic, and an administrative secretary as well as provide room for future expansion. The operational personnel requirements will be based on the final station location and the fire department's future deployment needs.



**MASSING STUDY**





## Idaho Falls Police Headquarters Pre-Design Study & Full Design

IDAHO FALLS, ID

**SCOPE**  
60,000 SF

**COST**  
TBD

**STATUS**  
Ongoing  
New Construction

**CONTACT**  
Jeremy Galbreath, Captain  
JGalbreath@idahofalls.gov  
208.612.8660

**REFERENCE**  
"I can recommend ADG with confidence to any other law enforcement agency. It has been a pleasure to work with this incredible group of professionals over the past two years"  
- Captain Jeremy Galbreath

Architects Design Group, in association with a local architect, was selected to provide conceptual design services for the new Idaho Falls Police Headquarters. Services for this project include creating a spatial needs assessment, site development, master planning, and full design services. The new +60,000-SF community-oriented state-of-the-art police complex will be located at 701 Northgate Mile, in the Northside of Idaho Falls. The facility will include components such as evidence, forensic lab, future firearms range, locker rooms, climate-controlled storage, sally port, K-9 unit and SWAT / patrol vehicle garage. The project will also include a back-up generator, landscaping elements, secured perimeter access, open parking for staff and the public with future electric vehicle charging stations. This project is slated to open in Spring 2023.



## Lowell Police Headquarters Pre-Design Study

LOWELL, MA

**SCOPE**  
120,000 SF

**COST**  
TBD

**STATUS**  
Completed

**CONTACT**  
Maryanne Ballotta  
Project Manager  
MBallotta@lowellma.gov  
978.674.1903

Architects Design Group in association with local architecture firm, LBA, was selected to design the Lowell Police Department Headquarters. The new facility is a three-story structure with the front of the building aligned parallel to Tanner Street using the building as a protective barrier for the secured staff parking areas to the east. The public entrance to the building is directly off the public plaza adjacent to the public and visitor parking area. The public lobby is an open atrium with natural day lighting, and the building interior is organized by two main wings.

The main building will house most of the 120,000 SF program within the headquarters, featuring a training auditorium and classrooms, an emergency operations center, crime analysis labs with two vehicle evidence bays, emergency dispatch, physical agility area and over 20,000 SF of office space for the various divisions. The Lowell Police Department staff will enter the building on the southeast side of the building from the two-bay parking garage structure through two bridge connectors on the second level or the sally port. The indoor firing range, the rolling asset storage, and the detention areas will be located beneath the parking structure on the lower level with over 150 secure parking spaces on the upper deck. This project is awaiting funding for full design and construction.



# Springfield Police Headquarters Pre-Design Study

SPRINGFIELD, MA

**SCOPE**  
117,985 SF

**COST**  
TBD

**STATUS**  
Completed in 2017

**CONTACT**  
Peter Garvey,  
Director of Project Management  
PGarvey@springfieldcityhall.com  
413.787.6445

**REFERENCE**  
"Th

Architects Design Group in association with local architecture firm, LBA, was hired to perform a feasibility study to determine the current and future needs of the steadily growing police department which currently has 460 sworn and 120 non-sworn staff. Built in the 1960's, Springfield PD's current headquarters is too small, functionally obsolete, and does not meet current building codes.

In addition to the spatial needs assessment, our team assisted the city in determining if the current building could be renovated to suit the current and future needs of the department, or if a new building on the current site would better accommodate the projected future growth. Cost estimates were prepared for each option, as well as conceptual schematic design plans.

The program includes the Springfield Police Headquarters (99,028 SF), 911 communications center (included in HQ), a firearms training facility (12,306 SF), and a fleet maintenance facility (6,651 SF). The site development approach accounts for secured indoor parking for 60+ spaces as well as separated secured staff parking from the open publicly-accessible parking areas, totaling over 400 spaces on site. This project is awaiting funding for full design and construction.



**1.5 Reception Desk / Volunteers**

**Area Standards:**  
 Area: 100 S.F.  
 Dimensions: Approximately 8'0" x 12'0"  
 Description: Counter w/visibility screen  
 Components: ADA Reception Counter @ 24" High  
 Check Counter @ 24" High  
 Ticket Counter @ 24" High  
 10" Electric Glass  
 10" Glass Sign  
 Comments:  
 Plan View

**1.6 In-take / Ticketing Booth**

**Area Standards:**  
 Area: 140 S.F.  
 Dimensions: Approximately 10'0" x 14'0"  
 Description: Ticketing and Engineering Booth  
 Components: Ticketing Booth @ 24" High  
 10" Electric Glass  
 Comments:  
 Plan View

**1.7 Staff Interview Booth**

**Area Standards:**  
 Area: 40 S.F.  
 Dimensions: Approximately 10'0" x 4'0"  
 Description: Staff Interview Booth  
 Components: Interview Booth @ 24" High  
 Comments:  
 Plan View

Space Description	Space Requirements (Square Feet)			
	Net Square Feet	Gross	Stack	Stack
1.8 Public Lobby				
1.8.1 Reception	44	44	---	---
1.8.2 Lobby	800	800	---	---
1.8.3 Information Desk	---	---	---	---
1.8.4 Display	---	---	---	---
1.8.5 Reception Desk / Volunteers	140	140	---	---
1.8.6 Interview / Program	140	140	---	---
1.8.7 Staff Interview	140	140	---	---
1.8.8 Waiting Room/In-Lobby	---	---	---	---
1.8.9 Public Restrooms	100	25	340	---
1.8.10 Public Restrooms (Unisex)	80	---	---	---
1.8.11 Elevator	1,400	---	---	---
1.8.12 Stairwell/Entry @ 100	200	---	---	---
1.8.13 Total	1,724	---	---	---
1.8.14 Cumulative Total	---	---	---	1,724

**DEVELOPMENT DATA**

PUBLIC SAFETY BUILDING w/ TRAINING FACILITY ADDITION: 866,500 SF  
 MUNICIPAL COURT: 4800 SF  
 MUNICIPAL COURT: 400,000 SF

**SITE AREA: 7.284 ACRES**

**PARKING COUNT**

SECURED	113
ENTRHO SECURED	192
TOTAL	305

# Midlothian Public Safety & Courts Pre-Design Study

MIDLOTHIAN, TX

**SCOPE**  
65,000 SF

**COST**  
Est. \$46M

**STATUS**  
On-going

**CONTACT**  
Carl Smith, Chief of Police  
Carl.Smith@Midlothian.tx.us  
972.775.7610

In preparation for the recent bond election, ADG assisted the city in updating the spatial needs assessment for the police department. The report also created the programming and square footage needs for fire administration, emergency management, and the municipal court, resulting in a consolidated public safety complex. This est. 65,000-SF joint public safety campus will enhance operational capabilities, while allowing shared use and budget efficiencies.

As the new building will be built on the existing site, it is critical for the current police headquarters to remain operational during design and construction. ADG reviewed several master planning options to utilize the existing parking and green space on-site. We also worked with local construction experts to identify various construction methods and phasing to provide the city a two-story linear building creating optimum operational adjacencies for the police, fire administration, and courts staff, while providing an effective and efficient move management approach to limit the disruption of this process to the MPD's ongoing daily operational needs.



# Provo Public Safety and City Center

PROVO CITY, UT

**SCOPE**

204,000 SF  
New Construction

**COST**

\$57 million

**STATUS**

Completed in 2022

**SERVICES**

Spatial Needs Study  
Site Analysis  
Master Planning  
Estimates of Probable Costs  
Community Outreach  
Interior Design  
Design Documents  
Construction Oversight

The new 204,000-SF Provo City Center co-locates several of the city’s departments into one campus, creating a civic hub and gateway to the downtown core. The complex houses city administration departments, city council chambers, mayor’s office, customer service, police department functions, and fire department administration. The public safety portion of the facility has secure circulation, independent of the city hall functions, while maintaining connectivity for staff to both sides of the building. These spaces include all police department functions, fire department administration, emergency dispatch, and the city’s emergency operation center.

The first-floor entry houses the records department, providing ample storage, digital processing, and emerging technologies to allow for advancements in the industry as it relates to compliance with CJIS and other federal information sharing protocols. The patrol division was strategically located to allow direct access to the secured staff parking and also provides K-9 kennels to allow handlers to secure their K-9s for short periods of time. The second floor provides space to CID, secure and soft interview rooms, crime lab, and evidence storage. A large training room on the third level was carefully situated to feature the spectacular views of the Wasatch Front Mountains. In addition to a large exterior terrace, the training room opens into the kitchen to provide a flexible meeting and training space for a wide variety of public safety events and ceremonies. The dispatch center is also located on this level, providing emergency dispatch response to the Cities of Provo and Orem.

The new Provo City Center is positioned on the main central downtown transportation artery and is anchored via a large civic plaza. The entry was designed to be community-focused and inviting to show transparency within the city. A large community room is adjacent to the public safety lobby and public plaza for hosting community events, as well as provide an overflow for council meetings. The building is situated on a tight, urban site and has five levels, including a basement with secure parking for public safety staff, a sally port, and vehicle evidence bays, all designed to meet the accreditation standards. Each level of the building was carefully planned to include future expansion space, as each of the city departments grow. This new facility not only increases the space for the departments, but also improves staff cohesiveness by providing spaces to facilitate efficient and effective interaction between the city’s departments. As a net-zero emissions building, this facility is positioned to be a functional, innovative, durable, resilient, and sustainable city campus to serve Provo City for decades to come.





## Orlando Police Headquarters

ORLANDO, FL

### SCOPE

100,307 SF  
New Construction

### COST

\$29 million

### STATUS

Completed in 2017

### SERVICES

Spatial Needs Study  
Site Analysis  
Master Planning  
Estimates of Probable Costs  
Community Outreach  
Interior Design  
Design Documents  
Construction Oversight

Serving as architect of record as part of the design-build team, Architects Design Group updated the design-build criteria package and completed full design services for the new Orlando Police Department Headquarters. As the design-build team began developing the project to its greatest potential, it became readily apparent that the needs of the department far exceeded the city's development budget. Working together, the design team and general contractor prepared four development options to allow for 450 sworn officers to operate out of the new headquarters. Of the four options, only one fit the construction budget while meeting all program needs. This option included the adaptive reuse of an off-site warehouse for property and evidence, crime scene, and a portion of the training unit program.

The 100,000-SF facility serves as a major catalyst for urban growth while integrating itself into the historic neighborhood, the Parramore District. The entrance plaza is located at the most prominent corner of the site and welcomes public visitors through the north public entrance. The building features a community meeting room for up to 320 people, a 4,500-SF gymnasium, real-time crime center, and over 35,000 SF of office space for every bureau within the police department. The meeting room is a multi-purpose space with an adjacent warming kitchen and chair storage space offering the flexibility to accommodate a full range of uses from graduation banquets for the police academy and other community meetings.

**AWARDS:** 2020 Law Enforcement Design Awards, Gold Award for LE Facilities 50,000+SF  
2018 Merit Award / AIA Award of Excellence  
2015 AIA Award of Excellence





## Orlando Police Crime Lab Renovation

ORLANDO, FL

### SCOPE

82,000 SF  
New Construction

### COST

\$10 million

### STATUS

Completed in 2017

### SERVICES

Spatial Needs Study  
Site Analysis  
Master Planning  
Estimates of Probable Costs  
Community Outreach  
Interior Design  
Design Documents  
Construction Oversight

As part of a design-build team, ADG was selected to provide programming, master planning, design, and construction administration of a new crime scene and evidence facility for the Orlando Police Department. The project consists of the adaptive reuse of an existing 82,000 SF warehouse to accommodate evidence operations.

The evidence facility includes the property and evidence unit, storage, crime scene investigations and processing labs, training rooms, high density storage, bulk receptor storage, drop lockers, vehicle processing, narcotics, and weapons storage.

This project provides the department with 55,000 SF of evidence space, with an additional 27,000 SF of shell space to be built out for future growth. Critical infrastructure components are tied into the existing emergency operations center systems to provide redundancies for continuity of operations.





## Lafayette Police Headquarters

LAFAYETTE, IN

### SCOPE

60,000 SF  
New Construction

### COST

Est. \$50 million

### STATUS

70% Construction Phase

### SERVICES

Spatial Needs Study  
Site Analysis  
Master Planning  
Estimates of Probable Costs  
Interior Design  
Design Documents  
Construction Oversight

In association with a local architecture firm, ADG was selected by the City of Lafayette to design a new police headquarters facility. The new headquarters will be a four-story, 70,000 SF facility with an integrated multi-level parking garage. The main building will include components such as administration, patrol, dispatch, investigations, information technology, property and evidence, Office of the Chief, kitchen / break area, K-9 Units, and multi use training rooms. Additionally, the new Lafayette PD Headquarters' design incorporates a community meeting room that will be accessible to both the public and police department staff.





# Sanford Public Safety Facility

SANFORD, FL

**SCOPE**

80,000 SF  
New Construction

**COST**

\$15 million

**STATUS**

Completed in 2010

**SERVICES**

Spatial Needs Study  
Site Analysis  
Master Planning  
Estimates of Probable Costs  
Grant Funding Assistance  
Community Outreach  
Interior Design  
Design Documents  
Construction Oversight

This facility was a concept nearly two decades in the making. A spatial needs assessment conducted by ADG showed the police and fire services had outgrown their existing facilities. To provide adequate facilities, ADG designed a two-story facility housing the city's police department, fire administration, and a five-bay fire station. Both departments were designed as separate facilities connected by a shared two-story atrium, which included vertical circulation, lobby / reception, a historic apparatus display, and community meeting room that overlooks the civic plaza.

The facility included a crime lab as part of the investigative services / crime scene department. Several aspects of the facility supported the crime lab, including: a central evidence drop-off / processing area; biohazard evidence storage and blood drying rooms; crime lab with fuming hoods, latent print analysis, forensic-science support, and forensic facial imaging.

The facility houses the City's Fire Department Administration and five bay Fire Station No. 31. The station includes a watch office, crew quarters, SCBA room, bunker gear storage, decontamination, EMS supply, fire training rooms, fire training tower, a historic fire apparatus display, and community meeting room that overlook the Civic Plaza. The main training room also serves as the city's EOC.

Exterior walls were constructed in concrete tilt wall with hurricane impact glazing throughout, designed to withstand 150 mph hurricane-force winds and was designed with 100% backup to all mechanical and electrical systems. A civic plaza was situated at the prominent corner of the site and contains seating areas that have open views of the historic apparatus display and community meeting room, creating a true civic space for the community. In addition to design services, ADG wrote the HMGP grant application for the City of Sanford which produced \$1,001,305 in grant funding.

**AWARDS:** Un-Built Design Award, Merit Award / AIA Award of Excellence, AIA Award of Excellence







## Georgetown Public Safety Facility

GEORGETOWN, TX

### SCOPE

111,048 SF  
New Construction

### COST

\$29 million

### STATUS

Completed in 2015

### SERVICES

Spatial Needs Study  
Site Analysis  
Master Planning  
Estimates of Probable Costs  
Community Outreach  
Interior Design  
Design Documents  
Construction Oversight

Architects Design Group, in association with a local architecture firm, was selected for the programming update, master planning, and design of the new 111,048-SF Georgetown Public Safety Operations and Training Complex. Designed to withstand estimated F3 tornado forces, the facility can maintain continuity of operations, accommodate state-of-the-art technologies, and meet future needs.

The complex design included a 76,831-SF main building which contains administrative offices for the entire police department, fire department administration, community room, training classrooms, communications center, physical agility room, locker room, quiet room, and kitchen. The building also included a chemical processing lab, crime scene investigations lab, an evidence processing lab, and two vehicle evidence processing bays. The labs utilized stainless steel counters, chemical-resistant cabinets, epoxy flooring, fume hoods, an emergency eye wash station, and various counter-mounted materials analysis equipment. The bulk evidence storage was located directly adjacent to the evidence processing lab. It also was designed to contain high-density storage units that provide three times the storage capacity of conventional storage units.

An additional 18,672-SF tactical training facility was also designed and constructed on campus. It included a flexible training area with reconfigurable walls for reality-based training, cross fit box, video production room with green screen, storage and office space, outdoor covered classroom, and rolling asset storage. The site also included a 1/3-mile slow speed EVOC track with a skid pad, a 125-foot high communications tower, obstacle course, and an on-site central energy plant. A 15,545 SF hybrid indoor / outdoor firing range was also designed as Phase II in 2022, and is currently under construction. All facilities were designed to be self-sustaining for up to 24 hours. This project was featured in the International Association of Police Chiefs (IACP) Police Facilities Planning Guidelines as a case study.





## Sunrise Public Safety Facility

SUNRISE, FL

**SCOPE**

132,000 SF  
New Construction

**COST**

\$32 million

**STATUS**

Completed in 2011

**SERVICES**

Spatial Needs Study  
Site Analysis  
Master Planning  
Estimates of Probable Costs  
Community Outreach  
Interior Design  
Design Documents  
Construction Oversight

ADG was selected by the City of Sunrise for the design of a new 132,000-SF Sunrise Public Safety Complex. The contracted scope of services included the development of a detailed spatial needs assessment, master planning, cost estimating, design, and construction administration. The public safety complex was designed to house the entire operations of the Sunrise Police Department, the joint county / city 911 communications center (PSAP), fire-rescue administration and training, municipal EOC, city-wide management information systems (MIS) data center, and an eight-lane indoor firing range.

Police divisions within the complex included administration, internal affairs, records, detective's division, crime scene unit, crime analysis unit, property and evidence, victim advocacy program, patrol, SWAT, and crisis negotiation unit. The facility design also included an evidence processing lab, located on the second floor across from the evidence drop and storage area. The lab includes stainless steel counters, chemical resistant cabinets, epoxy flooring, a fume hood, emergency eye wash, and various analysis equipment.

Under a separate competitive RFQ selection process, ADG was contracted to design Fire Station No. 72 on the same campus. Fire Station No. 72 is a two-story, 19,045 SF station with four bays, co-located adjacent to the Sunrise Municipal Complex. ADG simultaneously designed the Fire Station and the five-story Public Safety Building, which shares a Central Energy Plant serving both facilities on the campus and which provides 100% redundancy to all critical infrastructure components.

During the project planning phase, ADG examined vehicle and pedestrian access, utility network, and overall site infrastructure connections with modification recommendations to benefit current municipal complex functionality and enhance future improvements.

**AWARDS:** Eagle Award for Excellence in Construction







# Knoxville Public Safety Facility

KNOXVILLE, TN

**SCOPE**

172,883 SF  
 Additions  
 Renovations

**COST**

\$30,500,000

**STATUS**

Construction Phase

**SERVICES**

Spatial Needs Study  
 Site Analysis  
 Master Planning  
 Estimates of Probable Costs  
 Interior Design  
 Design Documents  
 Construction Oversight

Architects Design Group is serving as the public safety design architect, in association with a local firm, to provide a new home for the city's public safety departments. The project encompasses 172,883-SF of renovated space and 8,000-SF of additions. The scope of services for this project includes developing a spatial needs assessment, master planning of the entire campus, renovation plan, full design documents, interior design, and construction oversight.

This project was several years in the making; multiple sites and design delivery options were considered. Ultimately in 2019, the city decided to utilize an abandoned hospital complex, just north of downtown, to combine policing operations, fire-rescue administration, municipal courts, and pension offices into a consolidated public safety campus.

A large portion of the existing hospital will be demolished, leaving three buildings and two structured parking garages to be renovated. The two existing multi-story garages will provide secured parking for police and fire staff, as well as city-owned vehicles. A portion of the two existing garages will be converted to provide storage, vehicle processing, radio maintenance, and a single-lane firing range to allow officers to maintain the required certification .





## Sarasota Police Headquarters

SARASOTA, FL

### SCOPE

196,000 SF  
New Construction  
Additions

### COST

\$34 million

### STATUS

Completed in 2011

### SERVICES

Spatial Needs Study  
Site Analysis  
Master Planning  
Estimates of Probable Costs  
Grant Funding Assistance  
Community Outreach  
Interior Design  
Design Documents  
Construction Oversight

ADG was selected to provide a detailed spatial needs assessment, site analysis of multiple sites, master plan, full-design documents, construction administration, and voter referendum assistance for the new six-story Sarasota Police Headquarters, which houses the department's 250 employees. The new 196,000-SF facility design included spaces for professional standards, support services, internal affairs, criminal investigations, property and evidence, and records. Additionally, the building included 21,790-SF for crime scene investigations, 9,275-SF for forensics and evidence storage, and 2,860-SF for vehicle processing. Several specialized areas are designed into the secured garage including a SWAT-tactical ready room, SWAT vehicle storage, vehicle evidence processing bays, and the central energy plant, which includes the HVAC chillers and emergency generator / fuel tank.

The entire facility was designed to withstand Category-5 hurricane force winds. With the critical infrastructure redundancies that are in place, this headquarters is built to maintain operations during or after a significant event. This LEED-certified facility fronts a beautiful 40-acre passive recreation park, creating a large-scale backdrop to the park.

To serve the required parking for the police headquarters, the design team developed a plan to partner with the county on an expansion project involving the county-managed public parking garage to be located across the street from the headquarters. This expansion would have afforded the police department the 200+ secured spaces that the building program required. More than halfway through the design of the facility, a major challenge presented itself when the funding for the county garage expansion was not earmarked in time for the scheduled completion of construction. This essentially ensured that the project would not be able to be issued a certificate of occupancy, as it would not have the code-mandated parking provisions. To ensure there was no schedule interference, ADG quickly started design revisions of the site, building, and parking garage. The design revisions were accomplished in under 6 months. The multi-story, 200-vehicle, secured parking garage is an integral component to making the headquarters a reality.

**AWARDS:** 2008 AIA Florida Southwest Chapter Award of Unbuilt Merit,  
2008 AIA Orlando Chapter Design Excellence Award





## Altoona Public Safety Facility

ALTOONA, IA

### SCOPE

70,000 SF  
New Construction

### COST

\$36 million

### STATUS

Completed in 2019

### SERVICES

Spatial Needs Study  
Site Analysis  
Master Planning  
Estimates of Probable Costs  
Community Outreach  
Interior Design  
Design Documents  
Construction Oversight

ADG, working alongside a local architecture firm, was contracted to design a new public safety facility for the City of Altoona. The new public safety facility consists of an approximately 70,000-SF, two-level building to house the City of Altoona's city hall offices, council chamber, police department, related public improvements, and parking. The Altoona Police Department occupies about two-thirds of the new building.

The specialized components located within the new public safety facility include a public lobby, community meeting room, patrol operations, interrogation rooms, booking, sallyport, roll-call room, training, locker rooms, administration, records, CID / forensics, 50-yard, 12-lane range, property and evidence, public records, kitchen, workspace, physical agility, storage spaces, and secured parking.





# ADG's National Experience

- Alachua County Public Works / Sheriff Complex Study
- Alachua County Sheriff's Complex
- Alpharetta Public Safety Facility
- Altamonte Springs Fire Station
- Altamonte Springs Public Safety Complex
- Altoona Public Safety Facility
- Auburndale Fire Station No. 1
- Auburndale Police Facility
- Aurora Police and Fire Department Joint Training Facility
- Bal Harbour Police Facility
- Bay County EOC and 911 Facility
- Bartow City Wide Space Needs and Feasibility Study
- Belton Public Safety Facility Renovation
- Boca Raton Fire Administration and Training Center
- Boca Raton Police Services Facilities
- Boca Raton Public Safety Information Management Center
- Boone County EOC and 911 Facility
- Boynton Beach City Wide Needs Assessment
- Boynton Beach Fire Station
- Boynton Beach Police Facility
- Bradford County Public Safety Facility
- Branson Public Safety Facility
- Brentwood Police Headquarters Preliminary Spatial Needs Assessment
- Brevard County EOC Study
- Broward County EOC
- Brunswick Police Department
- Cabell County EOC and 911 Complex
- Cabell County Sheriff Judicial Facility
- Cape Canaveral Police and Municipal Facilities
- Cape Coral Fire Stations No. 1, 2, and 9
- Cape Coral Police Headquarters
- Casselberry Fire Stations No. 21 and 25
- Catawba County Sheriff Criminal Justice Facility
- Cayman Islands National EOC
- Cedar Falls Public Safety Facility
- Cedar Park Police Headquarters Renovation
- Charleston County Consolidated EOC and 911 Center
- Chatham County EOC and 911 Center
- Clay County Emergency Services Complex
- Clermont Police Department Headquarters
- Cobb County Police Headquarters Pre-Design
- Cobb County Training Facility Pre-Design
- Cocoa Beach Fire Station No. 51
- Cocoa Beach Police Headquarters Design Criteria Package
- Cocoa Fire Headquarters and Station No. 1
- Cocoa Fire Station No. 2
- Cocoa Fire Station No. 3
- Columbia North Police Precinct
- Columbia Police Substation and Community Center
- Cookeville Police Headquarters
- Corinth Fire and Public Safety Facility Needs Assessment
- Covington Police and Courts Facility
- Davidson Fire Station Peer Review
- Davie Central Fire Station
- Daytona Beach Shores Municipal and Public Safety Complex
- DeKalb County Fire Station No. 7 Owner's Rep
- Delfona Fire Station No. 65
- Dover Police Headquarters
- Eastern Florida State College Public Safety Training Center
- Elmira Police Facility
- Evangeline Parish Consolidated Comm. / EOC Facility
- Flagler County Sheriff's Complex
- Florida Municipal Power Agency
- Florida Solar Energy Center
- Florosa Fire Station No. 5
- Fond du Lac Fire and Police Training Facility Pre-Design
- Frankfort Public Safety and EOC Complex
- Ft. Myers Fire Station No. 1 and Administration
- Gainesville Police Department Training Facility Design
- Gainesville Police Facility Renovation
- Georgetown Public Safety Operations and Training Complex
- Grand Prairie / Irving Public Safety Training Facility
- Greene County Public Safety Coordination Center
- Gulfport Public Safety Facility
- Hallandale Municipal Complex and EOC / 911 Complex
- Hernando County Emergency Communications and Operations Center
- Hernando County Public Works and Fleet Maintenance Complex
- Highlands County Sheriff Detention Center Renovation
- Highlands County Sheriff's Complex
- Hillsborough County Public Safety Operations Facility
- Horry County EOC and 911 Center
- Idaho Falls Police Headquarters
- Indian River County Crime Scene Facility
- Indian River County Sheriff's Complex
- Johnston Fire Station No. 2
- Johnston Public Safety Complex
- Kingsport Courthouse and Police Renovation
- Kissimmee Fire Station No. 4 and 14
- Kissimmee Police Training Facility
- Lafayette Police Headquarters
- Lake County EOC and 911 Facility
- Lake Mary Fire Station
- Lake Worth Central Fire Station / Fire-Rescue
- Lakeland Fire Training Complex
- Largo EOC and Police Training Facility
- Largo Fire Station No. 41
- Largo Fire-Rescue Admin. Facility
- Lawrence County EOC and 911 Facility
- Lebanon Police Department
- Levy County Sheriff Jail Addition
- Linn County Sheriff Complex and Jail
- Longview Fire Department Rehabilitation Projects
- Lowell Police Headquarters
- Lynchburg Police Headquarters
- Manchester Police Department Headquarters
- Marion County Correctional Center
- Martin County Public Safety Facility
- Miramar Historic Police Substation
- Miramar Police Evidence and Crime Lab
- MNCPPC National Division Headquarters
- Mobile Public Safety Facility
- Monroe County Emergency Operations Center
- Mount Dora Public Safety Facility Renovation
- Mount Dora Utilities and Public Works Facility
- Nacogdoches EOC and 911 Facility
- Naples Fire Administration and EOC
- New Port Richey Utilities and Public Works Facility
- Niceville Police Headquarters
- Norman EOC and 911 Facility
- North Collier Fire Headquarters and EOC
- Northglenn Police and City Hall Complex
- North Miami Beach Public Utilities Complex
- North Port Utilities and Public Complex
- North Port City Wide Needs Assessment
- Oakland Park Facilities Needs Assessment
- Ocala Electric Utilities Administration
- Ocoee Main Fire Station
- Ocoee Police Facility
- Okeechobee County EOC and 911 Facility
- Orange County Central Utility Facility
- Orange County Fire Station No. 3 / Fire Fighting Museum
- Orange County Fire Stations Prototype
- Orange County Landfill Operations Complex
- Orange County Sheriff 911 Facility Study
- Orange County Sheriff Criminal Justice Center
- Orange County Sheriff Sector II
- Orlando Fire Stations No. 6, 9, and 11
- Orlando Police Department Firing Range and Training Facility
- Orlando Police Department Headquarters
- Osceola County EOC and 911 Facility
- Osceola County Fire Stations Contracting Service Contract
- Oviedo Police Headquarters
- Owensboro Police Facility
- Palm Bay Public Works and Fleet Maintenance Facility
- Palm Beach County EOC
- Palm Beach Gardens Central Fire Station / Fire-Rescue
- Palm Coast Fire Stations No. 21, 24, and 25
- Palmetto Police Headquarters
- Pasco County Sheriff Correctional Facility
- Pembroke Pines Police
- Headquarters Design Criteria Package
- Pinellas Park Police Facility
- Plantation Firing Range
- Polk County Sheriff Correction Facility Phase I and II
- Polk County Sheriff District Command Center
- Polk County Sheriff's Regional Command Facility
- Port Fourchon EOC
- Port Fourchon Public Safety Center
- Port St. Lucie Police and EOC
- Portsmouth Police Facility Programming Study
- Provincetown Police Department Preliminary Space Needs Analysis
- Provo Police and Municipal Complex
- Richland County EOC and 911 Center Spatial Needs Assessment
- Riviera Beach Police Facility
- Rochester Consolidated 911 / 311 Center
- Rochester Police Department Re-Organization Study
- Rockledge Police Department Design Criteria Package
- Sanford Fire Station No. 31
- Sanford Public Safety Complex
- Sarasota County Bus Transfer Facility
- Sarasota County EOC, Communications, and IT Facility
- Sarasota County Government Complex
- Sarasota County Sheriff's Complex Planning
- Sarasota Police Facility
- Seminole County EOC
- Silverton Police Department
- South Sound Consolidated 911 Communications Center
- Springfield Police Headquarters
- St. Charles County EOC and 911 Center
- St. Charles County Evidence Facility
- St. Charles Parish EOC Study
- St. Johns Combined Fire Station No. 5 and Sheriff Central Command Center
- St. Louis Police Precinct No. 1
- St. Louis Police Precinct No. 3
- St. Lucie County EOC
- Sunrise Fire Station No. 72
- Sunrise Public Safety and Training Complex
- Tallahassee Police Headquarters
- Terrebonne Parish EOC and Safe Room
- Union County EOC and 911 Center
- Utah Valley Special Services District Communications Facility
- Washington County EOC and 911 Center
- Waukee Public Safety Facility
- Wells Public Safety Facility
- Wildwood Police Department
- Wilkes County Sheriff Judicial Complex
- Williamsburg County EOC and 911 Center Needs Assessment
- Williamson County Public Safety Facility
- Wilmington EOC
- Windermere Police and Municipal Facility
- Winter Haven Police Facility
- Winter Park Fire Station No. 62
- Winter Park Public Safety and Training

Architects Design Group has extensive experience in the planning and design of public safety training facilities. We have completed planning and/or design services for over 350 public safety facilities in the last 50 years. The listing below is a sample of similar training facility projects.

- 350+ Public Safety Projects Nationally
- Altoona Public Safety Facility and Firing Range
- Auburndale Public Safety and Training Facility
- Aurora Public Safety Training Facility
- Boca Raton Public Safety Training Center Master Plan
- Chattanooga Training and Firing Range Pre-Design
- Cobb County Public Safety Training Facility Pre-Design
- Daytona Beach State College Firing Range
- Eastern Florida State College Institute of Public Safety
- Fond du Lac Public Safety Training Facility Pre-Design
- Grand Prairie / Irving Public Safety Training Facility
- Georgetown Public Safety Operations and Training Facility
- Georgetown Hybrid Firing Range
- Greene County Public Safety Coordination and Training Center
- Gulf Coast State College Public Safety Training Facility
- Hunterdon County Emergency Services Training Center
- Hillsborough Public Safety Operations and Training Facility
- Kissimmee Firearms Range
- Lakeland Fire Training Complex
- Manchester Police Department Headquarters and Training Facility
- Oakland County Sheriff's Law Enforcement Training Center
- Orlando Police Department Training Facility and Firing Range
- Pearland Public Safety Training Complex
- Plantation Firearms Range
- Sanford Public Safety and Fire Training Facility
- Sunrise Public Safety Training and Firing Range Complex
- Tallahassee Police Headquarters and Firing Range
- Winter Park Public Safety and Fire Training Facility





## Tab 2

Overall Capabilities  
Organizational Chart  
Team Resumes  
Current Workload



**STATEMENT OF THE FIRM’S OVERALL CAPABILITIES TO HANDLE THE PROPOSED WORK, INCLUDING PERSONNEL TO BE ASSIGNED TO THE WORK, THEIR QUALIFICATIONS, AND THEIR CURRENT WORKLOAD**

**OVERVIEW: CAPABILITIES OF THE TEAM**

The Silling + ADG planning and design team provides extensive staff resources, as well as local, regional, and national level expertise serving public safety and law enforcement projects, to develop and manage the City of Charleston’s Public Safety Center Feasibility Study.

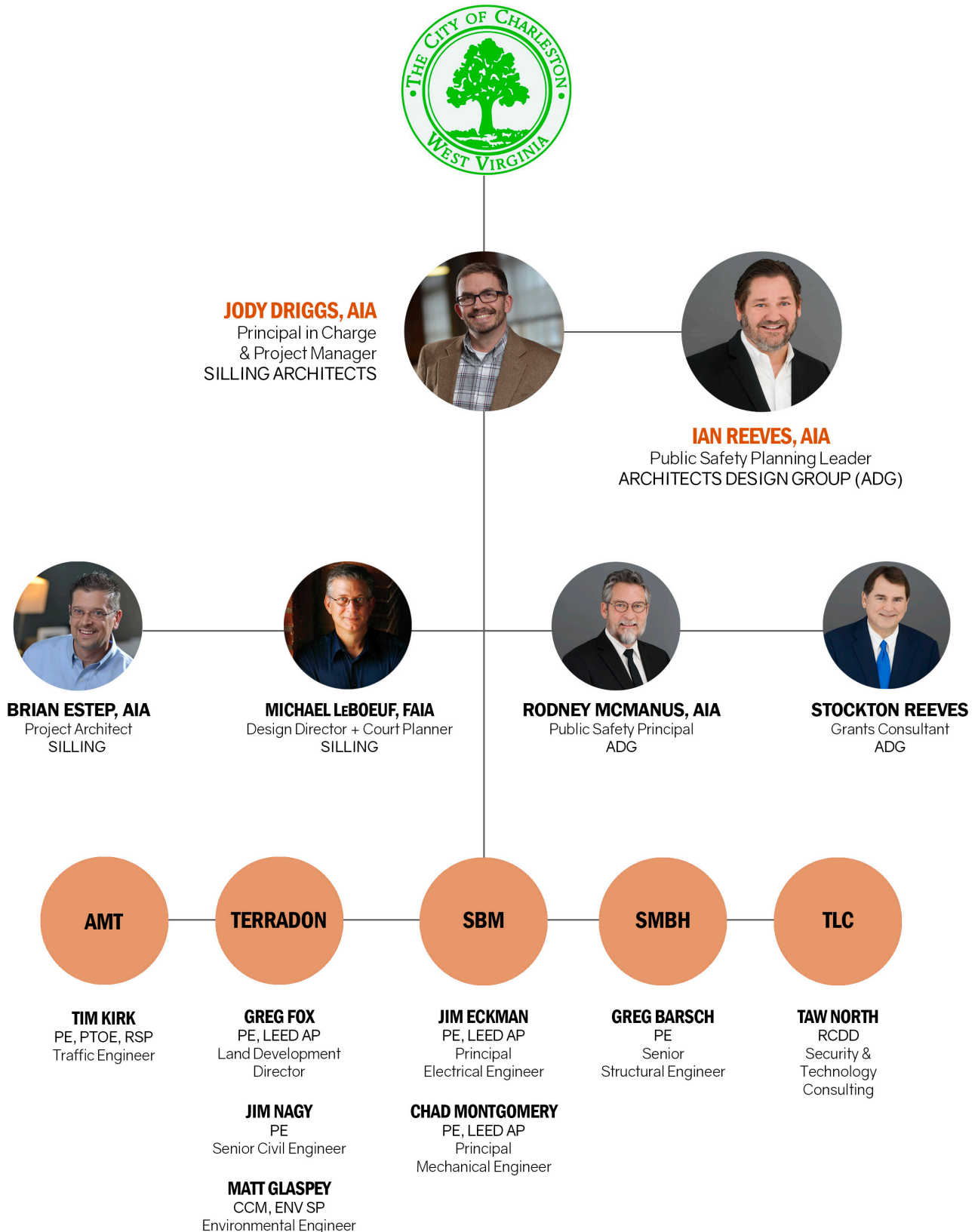
The Study will be led and managed by firm principal Jody Driggs, AIA from Silling Architects’ downtown Charleston office, working in close collaboration with Ian Reeves, AIA, a principal and public safety planning leader with Architects Design Group. Based out of Orlando, FL, Ian has successfully led the development of a long list of public safety feasibility studies and design projects throughout the United States—often in collaboration with strong, highly-reputable local architects within the communities they serve.

Additionally, our team features some of the region’s most talented engineering consultants providing planning support for the mechanical, electrical, plumbing & fire protection, telecommunications, structural, civil, environmental, and traffic engineering disciplines.

The following pages include a clear representation of our Team’s organizational structure and individual Study roles and responsibilities, staff resumes and overall qualifications, and a summary of both Silling and ADG’s current and projected workload for your review.

**STATEMENT IDENTIFYING WHO THE INTENDED PROJECT MANAGER WILL BE**

**ORGANIZATIONAL CHART**



# Jody Driggs AIA, NCARB

**PRINCIPAL IN CHARGE + PROJECT MANAGER**

Jody is a twenty-six year member of Silling Architects and has served as a Principal since 2001. His primary focus within the firm is instilling a special notion of service and care in the way that we practice, rooted in a humility responsive to the level of trust our clients have in us. Jody's desire to serve exceptionally is a driving force in the studio's constant efforts of innovation and improvement. Jody also serves as an active design architect and project manager and appreciates the firm's opportunities to develop solutions for a diverse and ever-expanding client base. He seeks to understand the people within each project, and the stories that project means to tell, in order to customize a design team and engage in a discourse unique to every opportunity. The variety of both building typologies but more importantly, architectural language and character, are evidence of his and the firm's approach to client-centeredness and critical design.

## PROJECT EXPERIENCE

Martinsburg Police HQ & Municipal Court - Martinsburg, WV  
 Martinsburg City Hall Renovation - Martinsburg, WV  
 Raleigh County Sheriff's Department - Beckley, WV  
 Franklin County Judicial Center & Sheriff's Office - Chambersburg, PA  
 Fernandina Beach City Hall Feasibility Study - Fernandina Beach, FL  
 Kanawha County Public Library - Charleston, WV  
 Haddad Riverfront Park - Charleston, WV  
 Marshall County Courthouse - Moundsville, WV  
 Cabarrus County Courthouse - Concord, NC  
 Athens-Clarke County Judicial Center Study - Athens, GA  
 Union County Courthouse - Marysville, OH  
 Palm Bay City Hall Building E - Palm Bay, FL  
 Monongalia County Justice Center - Morgantown, WV  
 Barrow County Courthouse & Detention Center - Winder, GA  
 Randolph County 911/OEM Center - Elkins, WV  
 Harrison County General Services Annex - Clarksburg, WV  
 Delaware County Courthouse - Delaware, OH  
 Seneca County Joint Justice Center - Tiffin, OH  
 Cambria County Courthouse - Ebensburg, PA  
 Dickenson County Judicial Center - Clintwood, VA  
 Anthony Correctional Center - Neola, WV  
 Mt. Olive Correctional Complex - Mt. Olive, WV  
 St. Marys Correctional Center - St. Marys, WV  
 Stevens Correctional Center - Welch, WV  
 WV Lottery Headquarters - Charleston, WV



## YEARS EXPERIENCE

26

## EDUCATION

Bachelor of Architecture  
 University of Tennessee, 1996

## REGISTRATIONS

Architect: WV, FL, MD, PA, VA, KY, OH, NC  
 National Council of Architectural  
 Review Boards (NCARB)

## ASSOCIATIONS

American Institute of Architects (AIA)  
 AIA Academy of Architecture for Justice

# Ian Reeves AIA

## PUBLIC SAFETY PRINCIPAL ARCHITECT

Ian Reeves, AIA, ICA, IALEP is the President of ADG and has been with the firm for over 30 years. He has dedicated his entire career to the planning and design of public safety facilities. He participates in all phases of architecture providing oversight for programming, design, and construction administration. He is an expert in both CPTED and CALEA design standards and has assisted many police departments in obtaining this important accreditation through facility design. He is serving on the International Association of Chief's of Police (IACP) committee for updating the police facility design guidelines and standards.

Mr. Reeves will be involved throughout the entire project and will lead in implementing the project's scope and goals. Additionally, Mr. Reeves works very closely with the client ensuring that the "Participatory Design Process" that ADG utilizes results in a product that exemplifies design excellence while exceeding all program requirements. He leads our team of experts in this highly specialized field of architecture to produce state-of-the-art facilities for our clients on a national level.

Mr. Reeves also leads ADG's grant writing services by helping clients with effectively utilizing grant resources and efficiently obtaining funding for their projects. He has been successful in helping our clients receive millions of dollars in funding, through local, state, and federal grants, FEMA Hazardous Mitigation Grant Program (HMGP), FEMA Pre-Disaster Mitigation Grant Program (PDM), and assisting with voter referendum and community outreach efforts.

### PROJECT EXPERIENCE

#### Designed over 8 million square feet of public safety space

Auburndale Public Safety and Training Facility - Auburndale, FL  
 Aurora Public Safety Training Facility Pre-Design - Aurora, CO  
 Boca Raton Public Safety Training Center - Boca Raton, FL  
 Chattanooga Training and Firing Range Pre-Design - Chattanooga, TN  
 Cobb County Public Safety Training Facility Design Criteria Package - Marietta, GA  
 Daytona State College Firing Range - DeLand, FL  
 Eastern Florida State College Institute of Public Safety - Melbourne, FL  
 Gulf Coast State College Public Safety Training Facility - Panama City, FL  
 Georgetown Public Safety Operations and Tactical Training Facility - Georgetown, TX  
 Grand Prairie / Irving Public Safety Training Facility - Irving, TX  
 Greene County Public Safety Coordination and Training Center - Springfield, MO  
 Hunterdon County Emergency Services Training Center Pre-Design - Flemington, NJ  
 Hillsborough County Public Safety Operations and Training Facility - Tampa, FL  
 Kissimmee Police Department Firearms Training Facility - Kissimmee, FL  
 Lakeland Fire Training Complex Pre-Design | Lakeland - FL  
 Manchester Police Department Headquarters and Training Facility - Manchester, NH  
 Orlando Police Department Training Facility and Firing Range - Orlando, FL  
 Plantation Firearms Range - Plantation, FL  
 Sanford Public Safety and Fire Training Facility - Sanford, FL  
 Sunrise Public Safety and Training Complex - Sunrise, FL  
 Winter Park Public Safety and Fire Training Facility - Winter Park



### YEARS EXPERIENCE

31

### EDUCATION

Master of Architecture,  
University of Florida, 1996

Bachelor of Arts in Architecture,  
University of New Mexico, 1992

### REGISTRATIONS

Architect - AL, CO, FL, GA, LA, IN, MA,  
MO, NC, NJ, NY, OK, RI, SC, TN, TX, UT,  
VA; NCARB

### ASSOCIATIONS

American Institute of Architects (AIA)  
AIA Academy of Architecture for Justice

# Rodney McManus, LEED AP

## PUBLIC SAFETY PRINCIPAL

Rodney McManus is the Vice President of Operations at ADG and has worked with the firm for ten years. He is a LEED AP and has been involved with many LEED-certified projects in his career. Prior to joining ADG, Rodney was a partner of an architecture firm in New York City where his focus was on large-scale projects in the city.

Rodney's 38+ years of experience with all facets of project design and management enables him to understand a project from many perspectives. He is detail-oriented but is also able to maintain a global focus throughout the project. His management style allows him to understand the nuances of a project and provide specific information and guidance to the design team while responding to the needs of the client. Rodney's multi-faceted background, affords him a solid understanding of specific project requirements, allowing for the smooth development of a project from programming to completion.

Rodney understands that the foundation of a project, beginning with the initial interviews and programming, is of the utmost importance and builds a solid foundation for a project's success. His hands-on approach to project management and knowledge of various building types helps him identify potential issues in a timely manner so that they can be proactively addressed to ensure a successful project each time.

### PROJECT EXPERIENCE

Branson Police Headquarters Study - Branson, MO  
 Citrus County Judicial Facility - Inverness, FL  
 Cookeville Police Headquarters - Cookeville, FL  
 Cocoa Beach Police Department, City Hall, and Municipal Parking Structure Design  
 Criteria Package - Cocoa Beach, FL  
 Florosa Fire Headquarters and Station No. 5 - Florosa, FL  
 Fort Myers Police Headquarters - Fort Myers, FL  
 Gilchrist County Courthouse - Trenton, FL  
 Gulf Shores Police Department and Justice Center Study - Gulf Shores, AL  
 Gulf Shores Fire Station and Training Facility - Gulf Shores, AL  
 Idaho Falls Police Headquarters - Idaho Falls, ID  
 Indian River County Sheriff's Office Pre-Design - Vero Beach, FL  
 Longview Fire Station No. 7 - Longview, TX  
 Longview Fire Station No. 8 - Longview, TX  
 Knoxville Public Safety Complex and Courts Renovation - Knoxville, TN  
 Miami Fire Department Urban Search and Fire-Rescue Feasibility Analysis - Miami, FL  
 Miami Fire Station No. 14 Owner's Rep - Miami, FL  
 Miramar Public Safety Complex - Miramar, FL  
 Mobile Police Headquarters - Mobile, AL  
 Monroe County EOC - Marathon Key, FL  
 Quincy Central Fire Station - Quincy, MA  
 Tallahassee Police Department - Tallahassee, FL  
 Tallahassee Fire And Community Center - Tallahassee, FL  
 Tampa Police Department Space Needs Assessment - Tampa, FL



### YEARS EXPERIENCE

38

### EDUCATION

Bachelor of Architecture, University of North Carolina at Charlotte, 1996

### REGISTRATIONS

LEED AP

# Michael LeBoeuf FAIA

## DIRECTOR OF DESIGN + LEAD COURTS PLANNER

As the Director of Design at Silling, Michael has focused on the design and renovations of Justice facilities for over 30 years--projects that represent substantial investments by our society. His work has contributed to the evolution of the modern courthouse through design that has enhanced building efficiency and transformed courtroom design and court operations through design excellence. Additionally, Michael has led a number of feasibility studies, master plans, and designs for public safety, law enforcement, and emergency response campuses. He has served as the Lead Designer and Courts Planner on over 40 courthouses compiling to be over 600 courtrooms and over 8,000,000 square feet of courthouse facilities around the United

### PROJECT EXPERIENCE

Putnam County Sheriff's Department - Winfield, WV  
 Marshall County Health Department - Moundsville, WV  
 Barren County Judicial Center - Glasgow, KY  
 Hoke County Courthouse & Administration Building - Raeford, NC  
 Barrow County Courthouse Expansion Study - Winder, GA  
 Palm Bay City Hall Building E - Palm Bay, FL  
 Hillsborough County Public Safety Operations Center - Tampa, FL\*  
 Valencia College Public Safety Campus Master Plan - Orlando, FL\*  
 Seminole County Justice Center Annex Design Build Submission- Sanford, FL\*  
 US Greenville Courthouse - Greenville, Mississippi\*  
 George C. Young US Federal Building and Courthouse New Entry, Renovation and Addition - Orlando, FL\*  
 Highlands County Courthouse Addition and Renovations - Sebring, FL\*  
 Gilchrist County Courthouse Addition and Renovations - Trenton, FL\*  
 Loudoun County Master Plan and Courthouse - Leesburg, VA\*  
 Volusia County Master Plan and Courts Consolidation - Daytona Beach, FL\*  
 County of Orange Courthouse Addition and Renovation - Laguna Niguel, CA\*  
 Pueblo County Courthouse - Pueblo, CO\*  
 Sacramento County Juvenile Courthouse- Sacramento, CA\*  
 Sparks Justice Center- Sparks, NV\*  
 Calaveras County Courthouse - San Andreas, CA\*  
 City of Henderson Courthouse - City of Henderson, NV\*  
 Alachua County Master Plan and Criminal Courthouse - Gainesville, FL\*  
 Crawford County Judicial Center- Pittsburgh, KS\*  
 Bryan Simpson US Courthouse - Jacksonville, FL\*  
 Robert T. Matsui US Courthouse and Federal Building - Sacramento, CA\*  
 Orange County Courthouse Complex- Orlando, FL\*  
 Orange County Juvenile Courthouse Renovations and Addition - Orlando, FL\*  
 Osceola County Courthouse and Government Center- Kissimmee, FL\*

\* Projects completed prior to joining Silling



### YEARS EXPERIENCE

35

### EDUCATION

Bachelor of Architecture and Environmental Design  
 Kent State University, 1979

B.S., School of Fine and Professional Arts,  
 Kent State University, 1979

### REGISTRATIONS

Architect: FL

### ASSOCIATIONS

American Institute of Architects (AIA)  
 AIA Academy of Architecture for Justice  
 AIA College of Fellows  
 AIA Committee on Justice  
 GSA Design Excellence PEER Architect  
 UCF School of Design Architecture Advisory Board & Adjunct Design Professor

# Brian Estep AIA

**PUBLIC SAFETY PROJECT ARCHITECT**

Brian is a Senior Project Architect with over 28 years of experience serving a variety of building typologies, most notably within the law enforcement, courts, civic, and educational markets. He is primarily responsible for day-to-day project activities including programming, design, construction document production, and coordination of the architectural and engineering disciplines, supporting public agency projects with thoughtful, analytical, and responsive designs.

## PROJECT EXPERIENCE

- Martinsburg Police HQ & Municipal Court - Martinsburg, WV
- Martinsburg City Hall Renovation - Martinsburg, WV
- Raleigh County Sheriff's Department - Beckley, WV
- Putnam County Sheriff's Department - Winfield, WV
- Kanawha County Public Library - Charleston, WV
- Dixon Hughes Goodman - Charleston, WV
- WV State Capitol Exterior Lighting Design - Charleston, WV
- State of WV, Building 4 Renovations - Charleston, WV
- John Marshall High School - Glen Dale, WV
- WVSU Walker Convocation Center - Institute, WV
- Montgomery County Court Security Assessment - Dayton, OH
- Raleigh County Schools Bond Projects - Beckley, WV
- Frankford Elementary School Study - Frankford, WV
- Glen Dale Elementary School Renovation - Glen Dale, WV
- Milton Middle School - Milton, WV\*
- Bradshaw Elementary School - Bradshaw, WV\*
- SCTC Applied Technology Center - Williamson, WV\*
- WV Housing Development Fund HQ - Charleston, WV\*
- Erma Byrd Center for Higher Education - Beckley, WV\*
- Wood County Justice Center - Parkersburg, WV\*
- Mary Snow Elementary School - Charleston, WV\*
- Fort Gay PreK-8 School - Wayne County, WV\*
- Big Otter Elementary School - Duck, WV\*
- River View High School - Bradshaw, WV\*

\* Projects completed prior to joining Silling



## YEARS EXPERIENCE

28

## EDUCATION

Bachelor of Architecture  
University of Tennessee, 1992

## REGISTRATIONS

Architect: WV

## ASSOCIATIONS

American Institute of Architects (AIA)  
AIA Academy of Architecture for Justice (AAJ)

# Stockton Reeves

## GRANTS COORDINATOR

Mr. Reeves brings 33 years of public safety experience to the project team. He assists his firm's clients in several ways. During his tenure hosting and teaching facilities planning seminars for the past 22 years, Stockton has assisted more than 1,100 law enforcement, fire and fire-rescue, emergency management, communications, as well as correctional entities that have attended these seminars.

Mr. Reeves has managed and directed more than 225 political, bond, and voter referendum efforts on behalf of candidates and local governments since the 1992 election cycle. Local governments can utilize education, persuasion or a combination of the two to promote efforts to pass these referendum to pay for critical projects. Mr. Reeves has achieved an 86% success rate for winning these elections.

Lastly, Mr. Reeves and ADG track and follow almost 30 federal grant programs through the DHS, FEMA, DOJ and other entities and assist clients to find appropriate programs in which to apply. He also utilizes relationships with Congressional and Senate staff to track other bills that provide funding for projects, training equipment and other critical needs.

### PROJECT EXPERIENCE

Cape Coral Police Department Bond Referendum - Cape Coral, FL  
 Cape Coral Public Safety Training Facility Needs Assessment - Cape Coral, FL  
 Osceola County Roadway Bond Referendum - St Cloud, FL  
 Kissimmee Ordinance Referendums - Kissimmee, FL  
 Lake County (MT) EOC Space Needs Study - Lake County, MT  
 Billings EOC Space Needs Study - Billings, MT  
 Nacogdoches Space Needs Study - Nacogdoches, TX  
 Evangeline Parish Space Needs Study - Ville Platte, LA  
 Polson Police, Fire, and Municipal Court Space Needs Study - Polson, MT  
 Covington Police and Communications Space Needs Study - Covington, TN  
 Byram Police, Communications, and Municipal Court Space Needs Study - Byram, MS  
 Gloucester Township Police, Communications, and Municipal Court Space Needs Study - Clementon, NJ  
 University at Buffalo Police Space Needs Study - Buffalo, NY  
 Florida Polytechnic University Space Needs Study - Lakeland, FL  
 West Melbourne Police and Communications Space Needs Study - West Melbourne, FL  
 Miami Shores Police Space Needs Study - Miami Shores, FL  
 Pelham Batesville Fire Space Needs Study - Greer, SC  
 River Vale Police, Municipal Court and Communications Space Needs Study - River Vale, NJ  
 Palmyra Police Space Needs Study - Palmyra, NJ  
 Boone County EOC Space Needs Study - Columbia, MO  
 Columbia, MO Police Space Needs Study - Columbia, MO



### YEARS EXPERIENCE

32

### EDUCATION

Masters of Business Administration,  
 Rollins College, 1996

Bachelor of Political Science,  
 University of Florida, 1989

# Taw North, RCDD

## SECURITY / TECHNOLOGY CONSULTANT

Taw North, RCDD, LEED AP is a principal and the director of the technology operating group at TLC Engineering Solutions. His experience is broad as he has more than 15 years of knowledge in designing and commissioning low-voltage technology systems in fire stations and public safety facilities. Taw's expertise includes voice-data, security, access control systems, and audio-visual systems. Taw's goal is to provide the best, cutting edge technology for the best value.

Educated in the U.S. Military Academy, Taw invested a decade in his military career prior to fully transitioning to the private sector. His leadership skills, ability to assess situations and develop plans for potential solutions, as well as his industry knowledge in designing systems that use technology to enhance the efficiency of operations, result in a talented team leader. Taw strives to constantly develop his team and to also incorporate new and evolving technologies into his designs.

### PROJECT EXPERIENCE

**TLC and ADG have completed over 80 projects together**

Boynton Beach Police Headquarters (with ADG)  
 Bradford County Public Safety (with ADG)  
 Boone County 911 and EOC Facility (with ADG)  
 Cape Coral Police Department Headquarters (with ADG)  
 Chatham County Emergency Operations Center (with ADG)  
 Columbia Police Department (with ADG)  
 Dover Police Headquarters (with ADG)  
 Flagler County Sheriff's District 2 Administration and Operations Complex (with ADG)  
 Florosa Fire Headquarters and Station (with ADG)  
 Clermont Police Headquarters (with ADG)  
 Georgetown Public Safety Operations and Training Complex (with ADG)  
 Green County EOC and 911 Center (with ADG)  
 Hillsborough County Public Safety Operations Complex (with ADG)  
 Horry County 911 and EOC Center (with ADG)  
 Idaho Falls Police Department Assessment (with ADG)  
 Kissimmee Public Safety Training (with ADG)  
 Knoxville Public Safety Complex and Courts Renovation  
 Mobile Public Safety Facility (with ADG)  
 Miramar Public Safety Building (with ADG)  
 Lafayette Police Headquarter (with ADG)  
 Lowell Public Safety and Police Department facility (with ADG)  
 Lynchburg Police Department Headquarters (with ADG)  
 Miramar Public Safety Complex (with ADG)  
 Monroe County EOC (with ADG)



### YEARS EXPERIENCE

19

### EDUCATION

Bachelor of Science,  
 West Point, 1995



## Chad Montgomery PE, LEED AP, HFDP, BCxP

**PRINCIPAL MECHANICAL ENGINEER**

**SBM**

Chad joined SBM in 1997 and has served as a design project manager and lead mechanical engineer on a wide variety of projects. He has extensive experience in all aspects of the design of mechanical systems for buildings, including advanced HVAC, plumbing, and fire protection systems. He also acts as the project manager for his projects within the office, coordinating the design team's efforts to ensure a quality project, with emphasis on design deadlines and construction budgets.

**YEARS EXPERIENCE**

24

**EDUCATION**

Ohio Northern University  
BSME/1997  
Mechanical Engineering

**REGISTRATIONS**

Engineer: NC, WV, OH, NY, PA

**PROJECT EXPERIENCE**

- Martinsburg City Hall Renovations - Martinsburg, WV
- Putnam County Sheriff's Department - Winfield, WV
- Raleigh County Sheriff's Department - Beckley, WV
- Marshall County Courthouse Expansion & Renovation - Moundsville, WV
- Anthony Correctional Center - Neola, WV
- Jackson County Courthouse Renovations - Ripley, WV
- Greenbrier County Health Department Renovation & Addition - Fairlea, WV
- Cabarrus County Courthouse - Concord, NC
- Hoke County Judicial Center & Administration Bldg. - Raeford, NC



## Jim Eckman PE, CBCP, LEED AP

**PRINCIPAL ELECTRICAL ENGINEER**

**SBM**

For over 29 years, Jim has been actively engaged in the electrical design and project management of hundreds of healthcare, secondary and higher education, institutional and commercial projects throughout Ohio and West Virginia. These projects include new construction, additions and renovation. His experience as both a contractor and consultant provide valuable insight into the design and construction process.

**YEARS EXPERIENCE**

30

**EDUCATION**

The University of Akron  
BSEE, Electrical  
Engineering, 1984

**REGISTRATIONS**

Engineer: WV, OH, WY,  
NC, PA

**PROJECT EXPERIENCE**

- Raleigh County Sheriff's Department - Beckley, WV
- Martinsburg Police HQ & Municipal Court - Martinsburg, WV
- Cabarrus County Courthouse - Concord, NC
- Greenbrier County Courthouse - Lewisburg, WV
- Harrison County General Services Annex - Clarksburg, WV
- Kanawha County Public Library - Charleston, WV
- Monongalia County Justice Center - Morgantown, WV
- Morgan County Courthouse - Berkeley Springs, WV
- Lewis County Judicial Annex - Weston, WV



## Greg Barsch PE

**SENIOR STRUCTURAL ENGINEER**

**SMBH**

Greg has been employed with SMBH, Inc. since November of 2013. During this time, he has collaborated on many complex and creative projects to create designs that are not only practical and economical but also dramatic and exciting. Greg has used the latest computer programs and structural modeling techniques along with traditional engineering methods and experience to create these designs in both a timely and a thorough manner. His experiences in a wide variety of projects and in the construction field have given him the ability to adjust and excel in various design situations.

**YEARS EXPERIENCE**

26

**EDUCATION**

Bachelor of Science  
Civil Engineering  
Youngstown State University

**REGISTRATIONS**

Engineer: OH, WV

**PROJECT EXPERIENCE**

- Martinsburg City Hall Renovation - Martinsburg, WV
- Raleigh County Sheriff's Department - Beckley, WV
- Putnam County Sheriff's Department - Winfield, WV
- Jackson County Animal Shelter - Ripley, WV
- Franklin County Judicial Center - Chambersburg, PA
- WV Young Life WildRidge Camp - Nicholas County, WV
- Harrison County General Services Annex - Clarksburg, WV



## Greg Fox ASLA, LEED AP

**LAND DEVELOPMENT DIRECTOR**

**TERRADON**

Greg Fox oversees Terradon's Land Development Sector and has been responsible for hundreds of notable commercial, educational and recreational site development projects during his 25+ year career. During his time as Land Development Department Head, Terradon has earned Engineering Excellence Awards from the West Virginia Association of Consulting Engineers, numerous Merit Awards from the American Society of Landscape Architects, and the Gold Award from the American Council of Engineering Companies.

**YEARS EXPERIENCE**

28

**EDUCATION**

B.S. Landscape Architecture,  
West Virginia University  
B.A. Geography (Planning),  
West Virginia University

**REGISTRATIONS**

Landscape Architect: WV, OH,  
NC, SC, PA, VA

**PROJECT EXPERIENCE**

- Martinsburg Police HQ & Municipal Court - Martinsburg, WV
- Martinsburg City Hall Renovations - Martinsburg, WV
- Putnam County Sheriff's Department - Winfield, WV
- Raleigh County Sheriff's Department - Beckley, WV
- Marshall County Public Safety Building - Moundsville, WV
- South Charleston Fire Station # 3 & 5 - South Charleston, WV
- Harrison County General Administrative Services Annex - Clarksburg, WV



## Jim Nagy PE

**SENIOR CIVIL ENGINEER**

**TERRADON**

As a Senior Engineer at Terradon, Jim Nagy's primary focus is on designing civil engineering projects for public and private development projects throughout West Virginia. Jim specializes in the design of water distribution systems as well as sewage collection systems, and offers decades of hands-on experience and has previously provided design engineering services for schools, commercial developments, residential developments, public utilities and more. He earned a B.S. in Civil Engineering from West Virginia University and is a Professional Engineer in the State of West Virginia.

**YEARS EXPERIENCE**

45

**EDUCATION**

B.A. Civil Engineering  
West Virginia University

**REGISTRATIONS**

Engineer: WV

**PROJECT EXPERIENCE**

Harrison County General Administrative Services Annex - Clarksburg, WV

Cava Development - Bridgeport, WV

South Charleston Fire Station No. 3 - South Charleston, WV

South Charleston Fire Station No. 5 - South Charleston, WV

Harmony at White Oaks Assisted Living/Memory Care Center - Bridgeport, WV

West Virginia State Police - Fairmont, WV



## Matt Glaspey CCM, ENV SP

**ENVIRONMENTAL CONSULTANT**

**TERRADON**

Matt is the Vice President of Environmental Services and Construction Management at Terradon Corporation. He serves as an Environmental Agency Coordinator, acting as regulatory liaison/coordinator, and provides critical project support for specialized permitting and erosion and sediment control planning, as well as wetland assessment/delineation projects and Section 404/401 permitting. Additionally, Glaspey is experienced in conducting, supervising and evaluating construction monitoring, testing and reporting activities including scheduling, oversight, and deficiency reporting.

**YEARS EXPERIENCE**

20

**EDUCATION**

B.S. Landscape Architecture,  
West Virginia University

**CERTIFICATIONS**

OSHA 30 HR  
Certified Construction Manager  
(CCM)  
Envision Sustainability  
Professional (ENV SP)

**PROJECT EXPERIENCE**

WV Department of Environmental Protection (WVDEP) Permitting - WV

WV Route 2 Proctor to Kent - Proctor/Kent, WV

Boy Scout Service Center - Fairmont, WV

Dickenson County Judicial Building - Clintwood, VA

Ronald McDonald House - Charleston, WV



## Tim Kirk PE, PTOE, RSP

**TRAFFIC ENGINEER**

**A. MORTON THOMAS & ASSOCIATES**

Mr. Kirk has 28 years of experience on a broad range of transportation projects including numerous Traffic Impact Studies (TIS) in West Virginia including projects in the Charleston area. Mr. Kirk previously served the WVDOH as State Traffic Operations Engineer and was instrumental in establishing guidelines and procedures for preparing traffic studies in West Virginia. He is an expert in traffic analysis, the Manual on Uniform Traffic Control Devices (MUTCD), traffic forecasting and estimation, and intersection design.

**YEARS EXPERIENCE**

28

**EDUCATION**

BS, 1993, Civil Engineering,  
West Virginia University

**REGISTRATIONS**

Professional Engineer:  
WV #14169; Registered  
Professional Traffic Operations  
Engineer (PTOE) through ITE  
#1524

**PROJECT EXPERIENCE**

Park Place Traffic Impact Study - South Charleston, WV

US 119 Little Creek Village Traffic Impact Study - Charleston & South Charleston, WV

Jefferson Road Development Traffic Impact Study - South Charleston, WV

Van Voorhis Road (CR 59) Improvements (WVDOH) - Morgantown, WV

US 340 Design Study (WVDOH) - Jefferson County, WV

## CURRENT WORKLOAD

### Silling Architects

With a team of twenty architects, designers, production staff, construction administrators, and administrative support, Silling Architects has consistently proven itself capable of delivering a large volume of work annually, both in terms of numbers of projects as well as individual project size, scope, and complexity. Principal involvement in all projects and a studio environment allow our firm to build multiple-person teams within the office to focus on a variety of projects simultaneously. Likewise, open sharing of project information, project status, and large picture scheduling of our workload allow architects, designers, and technicians to be informed on a number of current project needs and deadlines and cross-pollinate from job to job and task to task. It is this efficiency and teamwork that is fundamental to our ability to service the number of very satisfied clients that we are fortunate to have.

At any given time, we have as many as fifteen to twenty active projects within the office in various stages of development, and as can be inferred from our financial statements, our staff has managed \$50 to over \$100 million dollars of construction annually with considerable capacity to produce even more.

Our firm's current workload, including project phase and status, is as follows:

**Anthony Correctional Center (in collaboration with DLR Group Architects) - Neola, WV**  
Design Development Phase, 60% complete (\$27M)

**Marshall County Health Department - Moundsville, WV**  
Design Development Phase, 100% complete (\$7M)

**Afton Ridge Library & Active Living Center (in collaboration with HBM Architects) - Concord, NC**  
Schematic Design Phase, 35% complete (\$25M)

**Hoke County Judicial Center - Raeford, NC**  
Schematic Design Phase, 40% complete (\$30M)

**Plant Street Mixed-Use and Multi-Family Housing Development - Winter Garden, FL**  
Schematic Design Phase, 100% complete (Budget TBD)

**Winter Park (Orange County) Metric Drive Courthouse Renovation - Winter Park, FL**  
Construction Documents, 95% complete (\$10M)

**Riverside Townhomes - Edgewater, FL**  
Schematic Design Phase, 100% complete (Budget TBD)

### Projects in Construction Phase

Martinsburg City Hall Renovation, Raleigh County Sheriff's Department, Putnam County Sheriff's Department, Marshall County Courthouse Addition & Renovation, Marshall County EMS Station, Greenbrier County Courthouse Addition & Renovation, Jackson County Animal Shelter, WV Army National Guard Army Aviation Support Facility (AASF) Renovation in Wheeling, and Cabarrus County Courthouse.

These projects are primarily being managed by our Construction Administration team and do not impact staffing availability for this Study.

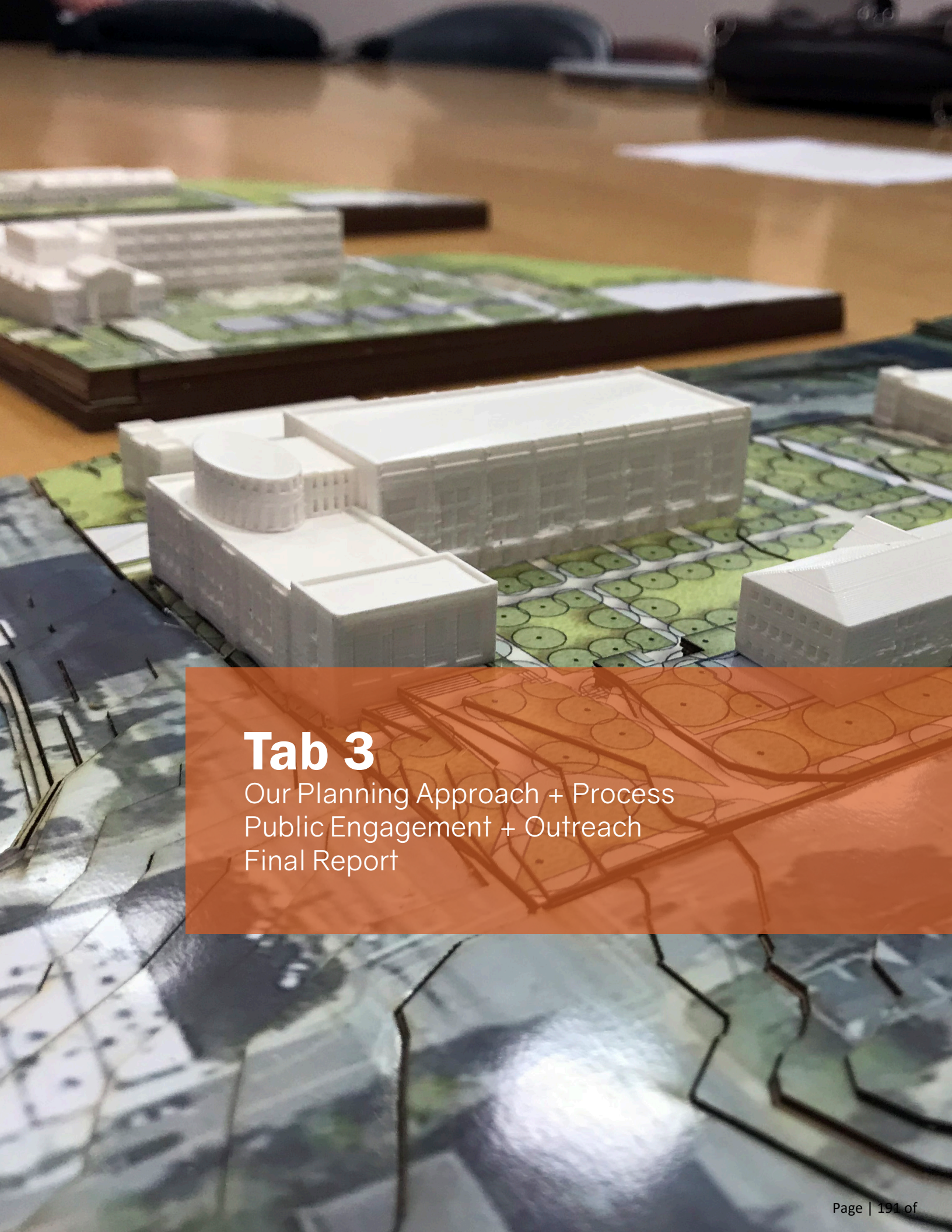
Silling continues to serve a number of repeat clients for smaller renovation and deferred maintenance work, including projects for West Virginia State University, Putnam County (WV), Union County (OH), Delaware County (OH), and Four-S Development, among others.

### Architects Design Group

ADG has the capacity to perform every aspect of this project. All of our services will be performed in our 16,000-SF headquarters office. With over 40 full-time staff who specialize in the design of public safety facilities, our team has the capacity to service this project appropriately. We have several national projects, and are frequently on-site for design meetings and construction administration. Our design and planning partner, Silling is headquartered in Charleston and also has offices in Orlando, FL in close proximity to our Winter Park studio. Both firms will work together with the City and public safety departments to provide exceptional service. In-person design meetings will be scheduled in advance, with agendas provided to make the most of everyone's time. Our team will work with the GC during the construction phase, and regularly attend scheduled site meetings. If unforeseen conditions arise during construction, ADG or Silling can be on-site to resolve any issues. It is important to note that the majority of our engineering subconsultants are located in the local area and can be available for any meetings as well.

Our team is prepared to start immediately on any project awarded by the city and has a proven track record of success in delivering projects within budget and schedule parameters. Our entire team, ADG and consultants, have carefully examined our overall current and projected workloads, and we are confident we will have no difficulties providing responsive and timely services for any contract. As a national firm with over 50 years of experience delivering projects on time, our team has the ability to handle multiple projects simultaneously at various stages of development.





## Tab 3

Our Planning Approach + Process  
Public Engagement + Outreach  
Final Report

**PLANNING PROCESS + APPROACH**

The scope of services of this RFQ speaks directly to our team’s core body of work. We are committed to being the City of Charleston’s long-term partner on this important project, and being adaptable as the project is refined to ensure the best solution for the City.

**KICK-OFF MEETING / PROJECT STAKEHOLDERS WORKSHOP**

Upon starting your project, our team will conduct an initial meeting to review the proposed project and confirm the schedule for specific tasks. This initial meeting is an orientation to the methodology, project objectives, and responsibilities of the City’s project management team, police and fire department representatives, and project stakeholders. At this time, the goals and objectives for the project activities and milestones are discussed and agreed upon.

**SPATIAL NEEDS ASSESSMENT**

The spatial needs assessment is an early, essential part of the comprehensive planning approach to determine the future spatial needs of the police and fire departments. During this task, we will schedule several meetings with City and project stakeholders. The space needs provides four important elements of the planning process:

- Identifies and documents deficiencies in the existing public safety department and support facilities.
- Provides a detailed space-by-space definition of the elements to be included in the new facility, including projections for potential future building needs.
- Provides the initial budget analysis and options for identifying the cost of an appropriate facility.
- Initiates the political process necessary to create consensus.

Information Gathering and Data Collection: The design team will analyze data obtained from the City, including current copies of departmental organizational structures reflecting the “chain of command” and identification of the departments’ administrators of each program component within the project. Data collection gathers population and demographic statistics useful in the beginning to project future needs. Also helpful is historical information on size of staff and case load volumes.

Information Gathering and Data Collection: The design team will analyze data obtained from the city, including current copies of departmental organizational structures reflecting the “chain of command” and identification of the departments’ administrators of each program component within the project. Data collection gathers population and demographic statistics useful in the beginning to project future needs. Also helpful is historical information on size of staff and case load volumes.



Staff Questionnaire: During this task, our team will prepare and distribute a detailed questionnaire (survey) to staff leaders. The questionnaire serves two important objectives. First, it documents important information formulated from facility user input. Secondly, it begins the formal process during which the users begin to think critically about their current facility and what an appropriate facility should be to best serve the needs of the community as well as the city’s police and fire departments.

On-Site Interviews: Our team will meet one-on-one with facility users to gain a detailed understanding of entity functions and general spatial requirements anticipated to be accommodated by the project. On-site interviews with the questionnaire respondents are necessary to “read between the lines and fill-in the gaps” of the respondents’ observations. We will record in detail what the needs are for each space and will assist the department’s personnel in achieving a deeper understanding of how the new public safety facility must function.

Program / Spatial Needs Assessment		Midlothian Public Safety and Courts Midlothian, Texas ADG Project Number: 1044-20		
General Notes	No.	Space Designation	Space Requirements (square feet)	
		Space Function	YEAR: 2026	YEAR: 2036
	1.0	Public Lobby	1,722	1,722
	2.0	Emergency Operations Center (EOC)	4,229	4,229
	3.0	Police Records	1,157	1,157
	4.0	Semi-Public Areas	2,843	2,886
	5.0	Dispatch Center	2,637	3,560
	6.0	Information Technology	2,257	2,257
	7.0	Police Administration	3,049	3,049
	8.0	Investigations	5,777	5,949
	9.0	Property and Evidence	7,207	7,207
	10.0	Patrol	7,106	7,106
	11.0	Staff Support	5,932	6,838

**Evaluation of Current Conditions:** During site visits, we will conduct an evaluation of the existing facilities documenting physical condition, code compliance, workplace safety, potential hazards, and functionality pertaining to modern policing and firefighting practices. Analyzing the current conditions will assist us with creating the spatial needs assessment.

**Preliminary Technology Review:** This task includes a preliminary technology review including the security access control and CCTV systems, audio-visual technology needs, station alerting systems, and the coordination of the data distribution network with the city's IT department representatives. This is an instrumental task in ensuring the estimates of probable costs are inclusive of all current and emerging technologies, specific to fire-rescue and law enforcement.

**"Crunch the Numbers":** Once a clear understanding of the daily operations is achieved, our team will quantify the space needed in terms of actual square footage. We will then list individual space by division in each department. The space is listed by current square footage needs and at least two subsequent future phases of potentially increased square footage needs. The one constant in life is change. With that concept in mind, the planned facility must be able to accommodate change over a minimum 20-year life of the building. The tabulation of space needs will be distributed in draft form to allow a detailed review by the city's internal project management team.

**Spatial Needs Assessment Draft Report:** A thorough analysis of all of the information obtained will result in a detailed report. The team will prepare an analysis of the routine operations of each department in order to fully understand

their function, operation, respective interaction, relationship, and adjacency priorities. The team will utilize the space standards for individual staff work areas which ADG has developed over the past 50 years of experience in planning and designing public safety facilities. The information during this task will be provided in a draft report and dispersed to city stakeholders for review and comments before the final spatial needs assessment is completed.

**SITE ANALYSIS & EVALUATION MATRIX**



We understand the city would like to find a suitable property near the downtown business area, preferably one that is public owned. We will work with the city to identify these parcels. During the site analysis phase, the team will prepare a preliminary analysis of each site. The civil engineer, Terradon Corporation, will obtain to the extent possible existing aerial photographs, county maps, legal description, and surveys to assist in documenting the size and the location of primary features, such as buildings, paved areas, major landscape elements, easements, environmental jurisdictional limits, ISO ratings, and other physical aspects that potentially affect or impact upon the proposed development and future expansion of the facilities. The team will obtain documentation through the city's land development ordinance relative to codes and

CRITERIA	WEIGHT FACTOR	SITE OPTION 1		SITE OPTION 2		SITE OPTION 3		SITE OPTION 4		SITE OPTION 5		SITE OPTION 6		SITE DEVELOPMENT CRITERIA
		350 W. Main St		511 W. Main St		105 Ford Dr		307 S Green St		300 S Broadway		200 S Green St		
		Rating (1 to 3)	Score (WF X R)	Rating (1 to 3)	Score (WF X R)	Rating (1 to 3)	Score (WF X R)	Rating (1 to 3)	Score (WF X R)	Rating (1 to 3)	Score (WF X R)	Rating (1 to 3)	Score (WF X R)	
<b>Functional</b>														
Adjacency to Other Agencies	3	2	6	1	3	1	3	1	3	2	6	3	9	Location to judicial agencies not housed in the courthouse
Compatibility to Other Users	1	3	3	2	2	1	1	2	2	1	1	3	3	Degree of compatibility with prominent properties based on use
Building Footprint Flexibility	3	3	9	2	6	1	3	3	9	3	9	2	6	Flexibility of planning the building footprints to accommodate functions
Distance to Parking	2	2	4	2	4	1	2	2	4	3	6	3	6	Distance to parking lots/garages
Distance to Main Thoroughfare	2	3	6	3	6	1	2	2	4	2	4	3	6	Distance to prominent roads
Zoning Restrictions	1	2	2	2	2	1	1	2	2	2	2	2	2	Any restrictions on height, area, and/or use limitations
Noise	1	2	2	2	2	3	3	2	2	3	3	1	1	Subject to undue noise levels sufficient to disrupt court operations
Site Elevation and Topography	3	2	6	1	3	1	3	2	6	2	6	2	6	Site configuration that impedes functional planning
Geotechnical Conditions	0	0	0	0	0	0	0	0	0	0	0	0	0	Site/soil conditions that complicate or impede construction
Utility Capacity	0	0	0	0	0	0	0	0	0	0	0	0	0	Ability of existing utilities to handle building capacity
<b>Flexible</b>														
Expansion Capability	2	3	6	3	6	2	4	2	4	2	4	2	4	Ability to expand building on site
<b>Secure</b>														
Secure Staff Provisions	2	3	6	3	6	1	2	2	4	2	4	2	4	Ability to set staff away from street/exposed areas
Secure Entry Location/Circulation	1	3	3	3	3	1	1	2	2	1	1	2	2	Ability to locate secure vehicular entries off main streets
Sightlines	2	3	6	3	6	2	4	2	4	2	4	3	6	Ability to observe building during off hours
<b>Dignified</b>														
Prominence	3	3	9	2	6	1	3	1	3	1	3	3	9	Image of courthouse from distance
Visibility to Public/Old Courthouse	2	3	6	2	4	1	2	1	2	2	4	3	6	Public's ability to visually locate the courthouse
Urban Development Opportunities	3	3	9	2	6	1	3	2	6	2	6	3	9	Ability to enhance outdoor urban design issues
<b>Economics</b>														
Site Costs (Land & Improvement)	3	3	9	1	3	1	3	2	6	2	6	1	3	Relative cost of site
Building Cost Impact	2	2	4	1	2	1	2	3	6	2	4	2	4	Relative cost of building due to specifics of the site
Construction Logistics	2	2	4	1	2	1	2	2	4	2	4	3	6	Ease of contractor staging construction
Contamination Potential	2	2	4	1	2	2	4	3	6	2	4	2	4	Potential sources of contamination that will affect cost
Shared Service Potential	2	3	6	1	2	1	2	2	4	1	2	3	6	Ability to share adjacent services
Construction Phasing	1	1	1	1	1	1	1	1	1	1	1	1	1	Impact of phasing project on site during construction
Demolition Feasibility	2	2	4	1	2	1	2	2	4	2	4	2	4	Ease of demolishing existing structures
Land Acquisition	3	2	6	2	6	2	6	2	6	2	6	2	6	Cost impact of acquisition including potential facility replacement
<b>Totals</b>			<b>121</b>		<b>85</b>		<b>59</b>		<b>94</b>		<b>94</b>		<b>113</b>	



/ or development requirements including criteria relative to buildable area, height limitations, parking requirements, provision of utilities, storm water retention and disposal, environmental issues, soil contamination, landscape requirements, setbacks, and similar factors which may potentially impact upon expansion capability and land usage.

After the information is gathered, our team will analyze the sites and develop a site selection matrix of critical site characteristics affecting the suitability for a new public safety facility. The site selection process will include:

- Providing a weighted “criteria value” of critical site characteristics based upon their respective overall value or degree of importance.
- Conducting a detailed evaluation of the sites and providing the same information in a written report.
- Verifying and/or make recommendations as to the use of the referenced sites, the need for additional sites and/or the possible acquisition of adjacent or nearby properties.
- Providing an initial ranking of site development candidates base upon a weighted value of evaluation criteria.
- Comparing findings with evaluation of existing facilities.
- Determining feasibility of multi-story facilities (zoning, function, cost impacts).
- Preparing initial “order of magnitude cost analysis” for each site.

At the end of this phase, our team will provide a draft report detailing the site candidates in order for the city to make an informed decision on what site would work best for the new station. With all options, current or future sites, our team will implement the principles of CPTED (Crime Prevention Through Environmental Design), as ADG is a long standing member of the ICA (International CPTED Association).

**MASTER PLANNING**

After meeting with the city and receiving consensus on the best site for development, we will work on the master planning on the chosen site. To do this, we will explore various options to achieve current and future needs. Our team will also evaluate the adjacent site areas relative to current zoning and actual land use and reflect this information in the master plan documents. During the programming and master planning phases, we identify any long-term goals for the Charleston police and fire facilities to create a comprehensive site master plan, incorporating all future needs of the city. Based upon the accepted spatial needs assessment and adjacent site areas, our team will prepare a master plan document illustrating:

- Proposed land utilization
- Location and general configuration of current need of the building and site elements
- Areas of potential expansion for future needs
- Location of vehicle access and egress, staff and public
- Vehicle parking areas for the secured and public access areas



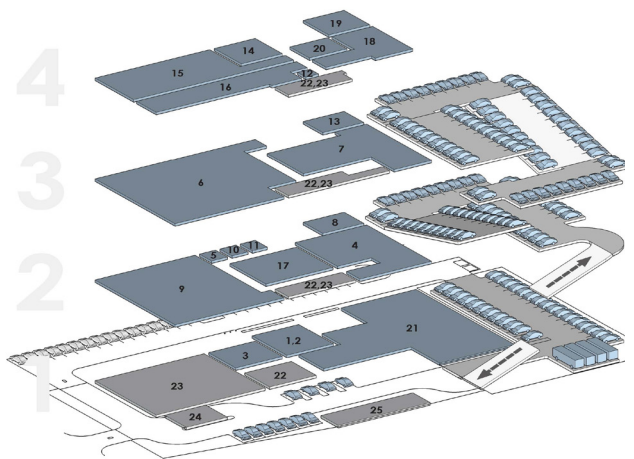
- Site circulation with at least two egress points for staff
- Site security
- Natural vegetation area designed for storm-water retention /detention
- Environmentally-sensitive areas
- Utility access and distribution
- Staging area for emergency events
- Ability to apply principles of Crime Prevention Through Environmental Design (CPTED) standards

**OPERATIONAL ADJACENCY DIAGRAMS**

As square footage is always at a premium, one of our team’s greatest abilities is to program a building to maximize operational efficiency. Operational adjacency studies are a critical part of developing the full program and design documents in this phase. During this task, our team can create detailed internal division adjacencies, overall building adjacencies, and site adjacencies.

**CONCEPTUAL DESIGN / RENDERINGS**

At this point of design, the concept plan will be further detailed into sketches. This will include site plan refinements showing setbacks, parking and access/egress requirements, block diagrams / floor plans, 3-D massing diagrams, building elevations, and renderings. We have found 3D renderings as a useful tool in relaying how the building will look and fit onto the site. These can be presented to not only the user groups, but to the city council and the community to garner their support. Our team uses the latest render software to create



highly realistic imagery of what the inside and outside of the new facility can look like.

Our team will conduct an interactive design meeting which will include the design team, city's project manager, members of the public safety departments, planning, and project stakeholders. The premise of this meeting will be to obtain consensus on the conceptual site plan, conceptual floor plans, building elevations, and renderings. After feedback from the design meeting, our team will prepare revised drawings illustrative of the proposed solution for the new building.

### **PUBLIC ENGAGEMENT, OUTREACH + BOND ASSISTANCE**

Keeping citizens informed about capital projects through effective communication is essential to the success of any public building project, just as gaining community consensus is an integral part of the planning and design process. Gaining consensus is also important for the funding of a project, as taxpayers will be the people who will help pay for the facility. Therefore, our team recommends the development of a community engagement campaign at the onset of the project to educate and involve the public. Our team can work with the city in developing this plan to educate and involve the community. Both Silling and ADG are well-versed in presenting to project committees, city council, bond committees, and the community during the design process, and feel we can serve as the client's advocate and explain how a new facility will benefit the city and community in the long run.

### **A Community Example: Tallahassee, FL**

Several community input meetings were conducted for the Tallahassee Public Safety Campus. Residents were able to voice their concerns about the location, design, and what community components would be in the building to serve their needs. The end result, gave those people who may have been opposed to the project the ability to have their voices heard and to feel a part of the design process.

The public safety campus ultimately will include a 150,000 square foot, large-scale police headquarters, an over 820-car structured parking garage, a 48,000 square foot training building, and a central energy plant. The public safety campus will focus on enhancing the surrounding neighborhood as TPD utilizes the Community-Oriented Policing Philosophy.

### **Project Financial Analysis**

Architects Design Group has become increasingly involved in the important aspect of identifying potential funding sources for counties and cities, specifically for public safety facilities. As a dedicated resource to the national public safety community, ADG has consistently offered services to their clients, and those entities that have reached out to them, for





**Hoke County Justice & Government Campus Master Plan - Raeford, NC**

guidance in their pursuits of supplemental funding sources. They assist governmental entities with identifying alternative ways to provide levels of appropriate funding. Since there is generally not a singular source of revenue, facilities are typically funded by utilizing a variety of sources.

They have helped governmental entities identify and secure potential funding sources including local, state, and federal grants, FEMA Hazardous Mitigation Grant Program (HMGP), bond issues, reallocation of revenue funds, and other innovative methodologies. In addition, they have identified programs such as Sales Tax Exemption Programs, Development Impact Fees, and Bond Referendum Financing. In that respect, they have assisted numerous counties and cities with securing approximately \$160 million through a variety of options including grant programs and voter referendums.

#### **OPINION OF PROBABLE COSTS**

Key decisions made at the start of a project have the greatest impact on the ultimate success of the project. Good decisions are a product of thorough analysis of appropriate and accurate data. During the early phases of the project, accurate budgeting is necessary. Our team has an excellent history of accurate cost estimating, specifically for public safety projects. For the purpose of accurate project cost projecting, Silling and ADG maintain an extensive database of public safety projects on a national scale. This is a very important contributing factor in our success of designing to the budget in order to prevent value engineering at the end of the design process. The database is populated with the following project components: project location (and specific regional issues that may need to be mitigated), wind

speed requirements for the building envelope, impact level required, project size, number of stories, construction cost, construction delivery method, cost per square foot with and without site development costs, and population served.

Our team will analyze the information prepared in the needs assessment documents, and determine the potential costs for the various development options. The opinion of probable costs for each option will include scope of work narrative, cost-related assumptions, anticipated land acquisition costs, construction scope items, FF&E estimates, project soft costs, and contingencies.

#### **FINAL FEASIBILITY STUDY REPORT**

All of the information outlined above will result in a detailed report that will contain recommendations and options for the development of the City of Charleston's much needed public safety facilities. Our team will provide a formal presentation of the study and recommended solutions to city council, city staff, fire and police departments, and stakeholders.

#### **FUTURE SERVICES FOR FULL DESIGN**

If selected, our team's feasibility study and preliminary planning will result in a useful tool as the city moves forward as it will set a firm foundation for this project. For future development, our team has the capabilities to provide full design and construction administration services. A full approach to Phase II services can be furnished to the city. We have completed these services for hundreds of fire-rescue and public safety clients and will be able to bring that expertise to this project.





# Tab 4

Other Required EOI Items

COFFEE  
NOOK

**STATEMENT REGARDING WHETHER THE FIRM HAS AN APPROVED AUDITED OVERHEAD RATE ON FILE WITH A WEST VIRGINIA AGENCY OR POLITICAL SUBDIVISION**

Silling Architects does not currently have an approved WV audited overhead rate on file. Our firm routinely does business with the State of West Virginia, various State agencies and departments, and a long list of county and municipal governments and this has not been a requirement for architectural service contracts. With that said, we would be happy to provide any and all information required to obtain an approved audited overhead rate with the State, if needed.

**STATEMENT REGARDING THE FIRM'S FAMILIARITY OR EXPERTISE WITH ROAD & TRAFFIC DESIGN, ROADWAY CONSTRUCTION, PARKING LOTS, THE UNIFORM MANUAL ON TRAFFIC CONTROL DEVICES, AND THE WEST VIRGINIA DIVISION OF HIGHWAYS' 2017 STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED**

Our team's traffic engineering consultant, AMT, maintains two offices in West Virginia and has numerous staff members with WVDOH experience. Our team provides extensive traffic engineering and roadway design expertise and is intimately familiar with WVDOH Standard Details, Directives, and Construction and Materials specifications. AMT has a significant Construction Engineering Inspection (CEI) practice in West Virginia and we are well versed in WVDOH, WVDEP, and other state and federal regulatory agencies procedures. From our TIS experience, we are very familiar with WVDOH Traffic Engineering Directive (TED) 106-2, which outlines procedures for such studies. Tim Kirk is a member of the National Committee on Uniform Traffic Control Devices (NCUTCD), which is responsible for assisting FHWA in issuance of the MUTCD and he is intimately familiar with this document.

AMT has conducted a considerable number of traffic impact studies (TIS) throughout the Mid-Atlantic in urban and rural environments, from small developments requiring minor roadway modifications (such as turn lane construction/expansion and signing/pavement marking modifications) to regional development projects with significant infrastructure improvements (including traffic signal installation, roadway extensions and controlled access breaks). In recent times, AMT has conducted multiple traffic impact studies for retail projects in West Virginia that were required to obtain commercial driveway access approval by the WVDOH. We are currently serving the City of South Charleston for a potential project on Jefferson Road that impacts the ongoing WVDOH improvements and previously prepared local TIS projects for Starbucks on MacCorkle Avenue, Park Place in South





Charleston, and Little Creek Village in South Charleston. We are just getting underway with a TIS for Sheetz in Kanawha City. Our Project Manager for this contract also has considerable experience reviewing and managing traffic impact studies for projects throughout West Virginia.

The first step in preparing a TIS is accurate data collection, and AMT encompasses a robust data collection team that has served the WVDOH for numerous contracts. Trip generation for the development and accurate forecast volumes are established using all available data sources, including WVDOH records. The ITE Trip Generation Manual is typically utilized as the basis of traffic projection for proposed development projects. A network scope of work is established at the outset of the project, and each intersection is evaluated for existing, future no build, and project build conditions to determine what, if any, capacity improvements are necessary to protect adequate traffic operation in service to the traveling public. Various analysis tools are utilized to prepare quantitative analysis of potential impacts and improvement scenarios. Coordination with all stakeholders is key and is incorporated throughout project completion.

**STATEMENT REGARDING THE FIRM'S FAMILIARITY OR EXPERTISE WITH BUILDING DESIGN, ARCHITECTURE, UTILITIES DESIGN, AND STRUCTURAL ENGINEERING**

Building Design & Architecture - Silling + Architects Design Group share a common philosophy that in order to produce highly successful projects that are composed of meaningful

architectural solutions one must first have an understanding of and sensitivity to the context and culture that any project is placed in. Architecture has both practical and expressive artistic qualities. It must satisfy both utilitarian and aesthetic requirements. Each client has their own vision. Each project has a unique story. Our passionate design team has the experience and understanding to combine all of those elements to tell your story and make your vision a reality.

With multiple projects (including the historic City Hall itself) located within the City of Charleston, Silling is intimately familiar with the City's rich history and unique urban fabric. Our most recent project in downtown Charleston, the reimagined Kanawha County Public Library, is an excellent example of this familiarity and understanding. Our team worked closely with the Board of Directors of the library and local real estate representatives to evaluate 20 different sites within the City of Charleston.

If a site has not been selected for the Public Safety Center and site review and evaluation is necessary, we see that process being very similar to that of the library project. We understand the unique nature of this building type and the importance of its visual prominence and identity within different areas of the City. We understand the synergistic relationships to surrounding areas and how those meet with the community focused mission of first responders. We understand proper vehicular circulation into and out of the site and its relationship to response time. Last but certainly not least, we understand the cost of property acquisition, demolition and access to adequate utilities impact the overall

budget and schedule.

**Utilities Design** - With over three decades of experience delivering responsive design, inspection, right-of-way, maintenance and construction services for electric, gas, telephone, water/wastewater, and fiber optic and cable utility lines, our civil engineering partner (Terradon) has assumed a leadership role in the rapidly advancing utilities and communications engineering industry. Using new technologies and innovative approaches to problem solving, our team's planners, engineers and construction experts develop flexible, cost-effective solutions for public and private-sector clients with varying needs.

Our team's capabilities also include route feasibility studies, conduit infrastructure, overhead design, relocation design, system expansion and code compliance. These abilities are supported by technical expertise in property surveying and mapping services, environmental permitting, transportation engineering, real estate due diligence, and site facilities engineering. With this full suite of services, Terradon is able to cover every aspect of a utility design project.

**Structural Engineering** - Our consulting structural engineer, SMBH, has been serving a great multitude of public and private clients throughout the state of West Virginia for 50 years. They bring a unique familiarity with the design of structures utilizing concrete, steel, wood, masonry, and precast concrete systems. They are widely regarded for their expertise in designing innovative, economical, and serviceable structures serving virtually every building type imaginable. Some of their most notable structural designs working with Silling Architects include the Kanawha County Public Library, Martinsburg Police Department & Municipal Court, Raleigh County Sheriff's Department, Putnam County

Sheriff's Department, Morgan County Courthouse, and Raleigh County Judicial Center, among many others.

**STATEMENT REGARDING EXPERIENCE WITH PUBLIC ENGAGEMENT AND OUTREACH**

Keeping citizens informed about capital projects through effective communication is essential to the success of any public building project, just as gaining community consensus is an integral part of the planning and design process. Gaining consensus is also important for the funding of a project, as taxpayers will be the people who will help pay for the facility. Therefore, our team recommends the development of a community engagement campaign at the onset of the project to educate and involve the public. Our team can work with the city in developing this plan to educate and involve the community. Both Silling and ADG are well-versed in presenting to project committees, city council, bond committees, and the community during the design process, and feel we can serve as the client's advocate and explain how a new facility will benefit the city and community in the long run.

**OFFICE LOCATION WHERE THE WORK WILL PRIMARILY BE PERFORMED**

Downtown Charleston-based Silling Architects, in collaboration with Orlando, FL-based Architects Design Group, will serve as your local Executive Architect and be the City's Primary Point of Contact.

Silling Architects  
 405 Capitol Street, Upper Atrium  
 Charleston, West Virginia 25301  
 (304) 346-0565



Community & Stakeholder Engagement Meeting  
**KANAWHA COUNTY PUBLIC LIBRARY**

Our two firms will collaborate as a singular studio, with all team members engaged and working continuously throughout every phase of the Feasibility Study. The City of Charleston will benefit from personal and professional relationships with leaders of our entire team, having open access and gaining appropriate input on the unique issues relative to location and typology.

**STATEMENT REGARDING WHETHER THE FIRM MAINTAINS A COST ACCOUNTING SYSTEM THAT IS CAPABLE OF SEGREGATING AND IDENTIFYING ACCUMULATING COSTS FOR EACH JOB THAT IS PERFORMED UNDER COST-TYPE CONTRACTS**

Silling Architects utilizes the project-based accounting and project management software Ajera by Deltek for all work performed in both their Charleston, WV and Orlando, FL studios. This software is used to input all employee hourly investment specific to each project, tracking labor as well as consultant and miscellaneous expenses in real time for each design commission. An open-book, transparent invoicing process is capable of identifying and segregating accumulating costs for each project performed for cost-based service contracts.

**IN INSTANCES WHERE ENGINEERING SERVICES ARE SOUGHT, PLEASE PROVIDE A CERTIFICATION FROM THE WEST VIRGINIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS THAT THE PERSON IN RESPONSIBLE CHARGE OF THE FIRM IS A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF WEST VIRGINIA AND IS A MEMBER IN GOOD STANDING**

We affirm that Silling Architects (Silling Associates, Inc.) is registered with the State of West Virginia and the Secretary of State's Office. The Principal in Charge for this contract will be Jody Driggs, AIA, NCARB, who is a registered architect with the State of West Virginia (registrations and certificates are attached in this EOI response).

**STATEMENT THAT THE FIRM'S WORKERS' COMPENSATION AND UNEMPLOYMENT ACCOUNTS ARE IN GOOD STANDING**

Silling Architects hereby attests to having Workers' Compensation and Unemployment Accounts in good standing.

**STATEMENT REGARDING ANY DEBARMENT STATUS (WHETHER DEBARRED BY ANY FEDERAL, STATE, OR MUNICIPAL AGENCY)**

Silling Architects boasts a long and successful history of project performance, stewardship, and service--devoid of ANY governmental suspension or debarment, errors and omissions claims, conflicts, or litigation.

**STATEMENT THAT THE FIRM IS IN GOOD STANDING WITH THE CITY COLLECTOR'S OFFICE REGARDING ITS TAX AND FEE OBLIGATIONS TO THE CITY OF CHARLESTON (IF APPLICABLE)**

As a downtown Charleston, WV practice for 120 years, Silling has always maintained and continues to be in good standing with the City's Collector's Office regarding both our tax and fee obligations to the City of Charleston. We are proud to continue our legacy as a Charleston-based public servant design firm, and through our current portfolio of work throughout the mid-Atlantic and Southeast are honored to sustain and grow our practice as a West Virginia employer and improve the economy of our hometown.

**LETTERS OF REFERENCE FROM CLIENTS FOR WHOM THE FIRM HAS PROVIDED SIMILAR OR COMPARABLE SERVICES WITHIN THE LAST 5 YEARS.**

See attached Letters of Reference in the following pages.





900



# Certificate

*I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that*

**SILLING ASSOCIATES, INC.**

was incorporated under the laws of West Virginia and a Certificate of Incorporation was issued by the West Virginia Secretary of State's Office on December 07, 1976.

I further certify that the corporation has not been revoked or administratively dissolved by the State of West Virginia nor has the West Virginia Secretary of State issued a Certificate of Dissolution to the corporation.

Accordingly, I hereby issue this Certificate of Existence

## CERTIFICATE OF EXISTENCE

Validation ID:0WV6Q\_BWA5Y



*Given under my hand and the Great Seal of the State of West Virginia on this day of*

*June 18, 2020*

*Mac Warner*

*Secretary of State*

Notice: A certificate issued electronically from the West Virginia Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Validation Page of the Secretary of State's Web site, <https://apps.wv.gov/sos/businessentitysearch/validate.aspx> entering the validation ID displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate.

Attached is your wallet card, evidence of your current registration to practice architecture in West Virginia. You will receive a renewal notice prior to the expiration date indicated.

Certificate No: 3380

*Edward W. Jordan*  
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STATE OF WEST VIRGINIA  
BOARD OF ARCHITECTS

This Certifies that:  
JODY DRIGGS

is duly Registered and entitled to practice as a  
REGISTERED ARCHITECT  
until and including 06/30/2023

  
Attest

*AG RK*  
President



# MARTINSBURG POLICE DEPARTMENT

TO SERVE, PROTECT, AND RESPECT

232 NORTH QUEEN STREET MARTINSBURG, WV 25401  
(P) 304.264.2100 | (F) 304.264.2110 | MARTINSBURGPD.ORG

November 9, 2018

Brian A. Estep  
Senior Project Architect  
Silling Architects  
405 Capitol Street  
Charleston, West Virginia

Dear Brian,

It is our pleasure to write this letter of recommendation for Silling Architects regarding your proposed police department and municipal court building project for Westerville, Ohio. Based upon our experience with your firm in building a similar project in Martinsburg, West Virginia, we speak with personal knowledge.

Throughout every phase of our project from design, to planning, and now construction—Silling’s expertise, professionalism, and know-how have been exemplary. Not only was the design of our new building a remarkable, state-of-the art concept, but also the level of communication and cooperation that you and your staff have extended to us have been absolutely outstanding. Police department and city staff were intimately involved at all levels of discussion. Our input and suggestions were encouraged, listened to, and acted upon.

On behalf of the Martinsburg Police Department we recommend Silling Architects without hesitation and wish you great success in this new project. We would gladly share our thoughts and experiences with any of Westerville’s city or department leaders. Please do not hesitate to call on us.

Sincerely,

Maury Richards  
Chief of Police

George Swartwood  
Deputy Chief of Police



CITY OF MARTINSBURG  
WEST VIRGINIA

232 NORTH QUEEN STREET  
P.O. BOX 828  
MARTINSBURG, WEST VIRGINIA 25402  
(304) 264-2131  
Telecopier (304) 264-2136

November 5, 2018

To Whom It May Concern:

On behalf of the City of Martinsburg, I am writing this letter of recommendation for Silling Architects. This firm has represented the City of Martinsburg in the construction of our new Police Department and Municipal Court Building. I believe Silling Architects could provide the professional services you are seeking for your new Police Department and Municipal Court Project in Westerville, Ohio.

Silling Architects worked with City officials and the Martinsburg Police Department completing a space analysis, various design scenarios to final design, cost estimates throughout design, bid oversight, final review of bids and contract award. Our project is currently under construction with a completion date set for the end of 2019.

Throughout the above-mentioned processes, the City of Martinsburg has been very satisfied with Silling Architect services. A great deal of time, effort and thought was put into our project, affording the City with a contract bid that was well within the estimated budget. Silling Architects not only worked well with the various City departments, Mayor and City Council, but was also available for public presentations in regards to the project.

Since contract award, Silling Architects' staff have provided contract administration oversight. To date, the project is proceeding without any consequential changes to the project or delays.

The City is also presently under contract with Silling Architects to undertake an evaluation to renovate our current City Hall and Police Department building. It is the city's intent to reconfigure departmental space and operations once the new Police Department and Municipal Court building is completed and open to the public.

In closing, once again, the City of Martinsburg would support your consideration to select Silling Architects to provide services for you.

Sincerely,

A handwritten signature in blue ink that reads "Mark S. Baldwin".

Mark S. Baldwin  
City Manager

MSB/djd



November 4, 2022

City of Charleston  
Attention: Jonathan Storage  
501 Virginia Street East, Room 101  
Charleston, WV 25301

**MAIN LIBRARY**  
123 Capitol Street  
Charleston, WV 25301

P: 304.343.4646  
F: 304.348.6530

[www.kcpls.org](http://www.kcpls.org)

**Clendenin Branch**  
304.548.6370

**Cross Lanes Branch**  
304.776.5999

**Dunbar Branch**  
304.766.7161

**Elk Valley Branch**  
304.965.3636

**Glasgow Branch**  
304.595.3131

**Marmet Branch**  
304.949.6628

**Riverside Library**  
304.949.2400

**St. Albans Branch**  
304.722.4244

**Sissonville Branch**  
304.984.2244

Dear Mr. Storage:

On behalf of the Library Board and management team regarding our recent Main Library renovation, I would like to offer our satisfaction with our two key architects on the project. Both Silling Associates, Inc. and HBM Architects, LLC were instrumental in the design success of the reimagined, modern library space.

HBM, a leading public library design firm, worked seamlessly with our local architects at Silling who provided supporting architectural design and onsite project management. Key Silling representatives included Jody Driggs and Brian Estep who worked closely with our design architects at HBM that include Peter Bolek and James Shook. This team provided constant analysis, daily and weekly inspections, and participated regularly in conversations with our library management team and Library Board. We felt that this team worked diligently and cohesively and was responsive to any concerns.

I would be happy to share any additional information regarding our relationship regarding our project architects. In general, we valued their services and were very satisfied that they helped accomplish our mission to establish the downtown library as a premier destination.

Sincerely,

A handwritten signature in blue ink that reads "Erika Connelly".

Erika Connelly – Library Director



March 6, 2019

Chesterfield County Purchasing Department  
9901 Lori Road  
Lane B, Ramsey Building, 3<sup>rd</sup> Floor  
Chesterfield VA,

Re: RFP # ADMN19000243 Needs Analysis for Courts Buildings

To whom it may concern:

As the Cabarrus County, NC Area Manager of Operations, one of my primary responsibilities is the management of the A/E selection process and the design and construction of county projects. We are currently in the process of designing a multi-million-dollar addition and renovation to our 1975 courthouse. I am writing you to both share my experience in the process and offer my recommendation of Silling Architects in response to your RFP for these services.

Just as Chesterfield County, VA is forecasting sustained population and related court caseload growth, fueled in-part by its adjacency to Richmond, Cabarrus County is experiencing similar population growth as a result of our adjacency to Charlotte, NC.

The Cabarrus County, NC Courthouse project was initiated in 2009. Similar to the proposed scope of work included in your current RFP, it included population and caseload projections, operational analysis, corresponding staffing and space requirements, and diagrammatic space planning options with related project cost projections. It concluded with several planning options at an estimated \$50 million project cost. It was updated in 2017 by the same professional team that authored the original document and included an alternative space planning approach at a cost of \$90 million.

The two original studies were useful in illuminating the inadequacies of the current courthouse and the early steps of informing the county's long-term capital planning; however, I especially want to emphasize that the common practice of simple, diagrammatic space planning options at the early stage of courthouse master planning proved inadequate for studying and envisioning the project possibilities and accurately projecting related project cost. *Although the studies were professionally prepared and credible, in retrospect, a greater investment on behalf of the county in the depth and quality of options earlier in the process would have saved the county time and expense and more accurately projected the county's long-term capital requirements and better prepared the county to meet our needs.*

The county ultimately selected court planners and designers Silling Architects' as the programming and design architect. Their approach, considered vastly different three-dimensional Test Fit Space Planning Options as compared to the initial studies to arrive at an appropriate concept for development at an estimated project cost of \$120 million that best addresses the county's needs. They have deeply invested themselves in the Cabarrus County Courthouse and understand the court operations at depth. By contrast to the original studies, their approach more appropriately addressed the existing site and urban fabric, the very unique nature of the Cabarrus County Courts, anticipated long-term change and



growth, and use of the existing courthouse. While the current option requires a greater financial commitment by the tax payers, it is ultimately a better capital investment to respond to the complex needs of a critical public facility.

As an experienced facility manager, I strongly recommend the firm of Silling Architects and their approach to early planning and programming. I welcome a telephone call to further discuss our experience with the process and Silling Architects.

Sincerely;



Mr. Kyle Bilafer

Area Manager of Operations

**County Manager's Office**

**Cabarrus County**

O: 704-920-3201

M: 704-305-9723

F: 704-920-3203



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POLICE DEPARTMENT  
CITY OF GEORGETOWN

December 22, 2016

To Whom It May Concern:

In 2015 the Georgetown Police Department completed a \$29 million Public Safety Operations and Training Center. The project included a 76,000sf main building which included all of police operations, fire administration, emergency operations center, detention area, interview/interrogation suite, volunteer suite, communications center, three training rooms, defensive tactics area, property and evidence suite, CSI work lab, vehicle evidence bays, and a gym. The project included an 18,000sf tactical building with office space, rest rooms, functional fitness area, moveable walls for reality based training, catwalks, an area for video debriefs, an outdoor classroom, and an exterior turf area for physical agility training. The project also included a slow speed driving track, exterior obstacle course, and design work for a future firearms range. The project is crown jewel of our community and the envy of Texas law enforcement agencies.

Since early 2012, I have had the distinct privilege of working very closely with the staff of Architects Design Group (ADG) of Winter Park, Florida. Ian Reeves, President and principal architect, and his staff have a wealth of knowledge and experience in public safety design. In checking the initial references of ADG, I was struck by one particular comment from another Chief I had spoken to with whom ADG had recently conducted work. The Chief commented on how he had gained a friend in Ian throughout the process. I can confidently state that after working with ADG for the last four years I have gained many friends within ADG. Ian and his staff have become more than our architectural firm providing a service. They have become part of our police family. They have listened to every concern, met every challenge, looked out for our best interests, provided the most value within our budget, and have been keenly attentive to our needs and preferences. While no project is without its issues, I have been impressed with ADG's responsiveness, collaborative approach to problem solving, and their results oriented mindset in working through some of the challenges on our project.

It is with great enthusiasm and confidence that I submit to you that ADG has exceeded my expectations and I would highly recommend their expertise. If I can ever answer any questions as to their suitability for public safety design I can be reached at (512) 966-9882.

Sincerely,

Wayne Nero  
Chief of Police



Corporate Office (Headquarters)  
11 N. Water Street  
Suite 18290  
Mobile, AL 36602  
Phone: 251.342.1070

200 Prosperity Drive  
Knoxville, TN 37923  
Phone: 865.824.1300

[www.volkert.com](http://www.volkert.com)

January 25, 2021

**RE: Architects Design Group**

To Whom It May Concern:

**Volkert, Inc.** is pleased to recommend Architects Design Group as the design professional for your upcoming project. We had the pleasure of working with ADG on the new Knoxville Public Safety Complex in Knoxville, Tennessee and are excited about the possibility of working together on upcoming projects in the near future. The ADG team has exceptional knowledge and experience in planning, programming and designing Public Safety, Government and Justice Center facilities throughout the United States and abroad.

ADG was selected to provide professional design services and assist in the planning and programming of a new Public Safety Complex for the City of Knoxville Police Department, Fire Department, Municipal Court, Pension Board, E-911 Back-up Call Center and Emergency Operations Center. The new Public Safety Complex is located on the campus of a recently vacated Tennova Hospital at the historic St. Mary's Hospital Campus in North Knoxville. The site consists of approximately 17.8 +/- acres with more than 1 Million SF of Hospital operations and Medical Office Building Space under roof. The 3 newest buildings on campus are undergoing renovations to provide approximately 200,000 SF of office space for the new Public Safety Headquarters. A new 10,000 SF Municipal Court and Common Lobby are being added upon completion of the abatement and demolition of the older buildings on campus. The north half of the site features the 4 story 100,000 SF St. Mary's Hospital; originally built in 1929 and scheduled to be reclaimed and restored for future development after the abatement and demolition of approximately 600,000 SF of antiquated hospital is complete. ADG's expertise in proper spatial relationships and sizing of the required spaces within each department was invaluable in laying out the new floor plan to fit inside the existing building structure. Renovation projects are inherently challenging and this was one of many major accomplishments of the design team.

ADG is the architect of choice for Volkert's Public Safety, Government and Justice Center projects throughout the country and we highly recommend their participation in your projects as well.

Sincerely,

**Volkert, Inc.**

Jonathan D. Grammer, PE, CCM, LEED Green Associate  
Assistant Vice President



TEL (801) 852-6257  
48 S 300 W  
PROVO, UT 84603

To whom it may concern,

I want to take this opportunity to express my overall satisfaction in working with Architects Design Group (ADG). Getting the right architects when building a new public safety facility is critical. In considering who to hire, we had three demands, stay on schedule, stay within budget, and most importantly, understand the requirements associated with building a public safety facility. ADG has been incredible. Their knowledge and experience when designing a public safety facility have made our experience easy to understand and a pleasure to be part of. I highly recommend ADG. Thanks to them, we will have a state of the art public safety facility that is both safe and efficient.

Respectfully,

Chief Richard Ferguson



RE: Architects Design Group

To whom It May Concern:

The Architects Design Group (ADG) has been of primary support for the development and construction of a \$59 million building, a Public Safety Answering Point, Communications Center in Pierce County, Washington. This is a critical infrastructure, public safety building, that houses the technology and provides for all communication systems related to emergency and public safety disciplines of police and fire operations throughout the county.

ADG has performed superbly on this project and has been a joy to work with. They brought knowledge, experience, integrity and a proven track record to our construction project. Their assistance has helped achieve the goals of the project from a budget and functionality standpoint.

The ADG staff provided excellence production and installation schedules related to technology build out as well as overall design and development of our dispatch communications floor and supporting areas. Their personnel performed quality work in a timely manner meeting all contract and document requirements.

It has been a pleasure to work with the ADG team and their participation has led to this projects success. I would highly recommend them for any future design and development related to Communication Centers, EOC's and public safety buildings.

For and on Behalf of

South Sound 911

A handwritten signature in blue ink, appearing to read "Mark Mears", is written over the typed name.

Mark Mears  
Deputy Director of Law Enforcement



“As a longtime resident of Charleston and owner at Silling Architects, I am committing the firms’ resources to this very important Study. In addition to partnering with Ian Reeves and Architects Design Group, we will dedicate ourselves to making this a priority project in our Charleston office.”



**JODY DRIGGS, AIA**

Principal | Design Leader  
Silling Architects

[jdriggs@silling.com](mailto:jdriggs@silling.com)  
1.304.721.4321



**IAN REEVES, AIA**

Principal | Design Leader  
Architects Design Group

[ianr@adgusa.org](mailto:ianr@adgusa.org)  
1.407.647.1706

Resolution No. 772-23

Introduced in Council:

Adopted by Council:

February 21, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 772-23 - Authorizing the Mayor to execute the attached Lease Addendum to the  
2 lease between the City of Charleston and Shaner SPE Associates Limited Partnership forgiving  
3 the amount of \$84,061.30 in lease payments that were not noticed, invoiced, or paid.  
4

5 Whereas, by Lease dated December 18, 1973, assigned and amended multiple times, and most  
6 recently by Lease Amendment dated October 21, 2014, the parties amended certain terms of  
7 the Lease, including providing for additional five-year terms of the Lease and escalating lease  
8 payments based on the consumer price index, all of which are incorporated into the Lease;  
9

10 Whereas, In March 2020, the COVID-19 pandemic significantly impacted all sectors of the  
11 national economy, with hospitality being hit particularly hard. Hotels like the Lessee's suffered  
12 considerable losses and low occupancy rates. Parties inadvertently failed to provide specific  
13 notice of the monthly payment increase triggered by the previous lease amendment, which led  
14 to Lessee paying the unadjusted monthly payment for calendar years 2020, 2021, and 2022.  
15 The total rent payment shortfall was \$168,122.61.  
16

17 Beginning in 2023, Lessee has paid the correct monthly lease payment and will pay the correct  
18 payment moving forward. In consideration of the COVID-19 pandemic impact, the Lessee's  
19 considerable investment in its hotel, and the lack of clear communication between the parties  
20 regarding the automatic increase, the City Council authorizes an abatement of the shortfall as  
21 set forth in the Addendum.  
22

23 Be it Resolved by the Council of the City of Charleston, West Virginia:  
24

25 That the Mayor is authorized to execute the attached Lease Addendum of the lease between  
26 the City of Charleston and Shaner SPE Associates Limited Partnership.

## LEASE ADDENDUM

THIS LEASE ADDENDUM (“Addendum”) is made at the City of Charleston, Kanawha County, West Virginia, as of the \_\_\_ day of \_\_\_\_\_ 2023, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, hereinafter referred to as “LESSOR”, and SHANER SPE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter referred to as “LESSEE”.

### R E C I T A L S

By Lease dated December 18, 1973, of record in Kanawha County, West Virginia, lease Book 190, at page 627, as amended by Amended Lease dated December 3, 1974 (the two agreements are collectively the “Lease”), the City of Charleston, West Virginia, leased to Doridon Corporation a parcel of land comprising 34,989.21 square feet located in the City of Charleston, West Virginia.

By Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, Doridon Corporation assigned to Columbia Sussex Corporation all of its rights, title, obligations, and interest as tenant under the Lease.

By Assignment dated December 15, 1999, of record in Kanawha County West Virginia, assignment book 172, at page 282, Columbia Sussex Corporation assigned to Lance Shaner Hotel Limited Partnership all of its rights, title, obligations, and interest as tenant under the Lease.

By Lease Amendment and Consent to Assignment dated December 15, 1999, of record in Kanawha County, West Virginia, lease book 245, at page 961, LESSOR and Lance Shaner Hotel Limited Partnership amended certain terms of the Lease, and the LESSOR consented to the assignment of the Lease.

By Assignment and Assumption of Ground Lease dated as of August 15, 2001, of record in Kanawha County West Virginia, Assignment Book 183, at page 295, Lance Shaner Hotel Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended, to Shaner Hotel Group Properties Three Limited Partnership.

By Assignment and Assumption of Ground Lease dated as of August 15, 2005, of record in Kanawha County, West Virginia, Assignment Book 207, at page 765, Shaner Hotel Group Properties Three Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended to LESSEE.

By Lease Amendment dated October 21, 2014, LESSOR and LESSEE amended certain terms of the Lease, including providing for additional five-year terms of the Lease and escalating lease payments based on the consumer price index, all of which are incorporated into the Lease.

In March 2020, the COVID-19 pandemic significantly impacted all sectors of the national economy, with hospitality being hit particularly hard. Hotels like the LESSEE’s suffered considerable losses and low occupancy rates. LESSOR and LESSEE inadvertently failed to

provide specific notice of the monthly payment increase triggered by the previous lease amendment, which led to LESSEE paying the unadjusted monthly payment for calendar years 2020, 2021, and 2022. The total rent payment shortfall was \$168,122.61.

Beginning in 2023, LESSEE has paid the correct monthly lease payment and will pay the correct payment moving forward. In consideration of the COVID-19 pandemic impact, the LESSEE's considerable investment in its hotel, and the lack of clear communication between the parties regarding the automatic increase, the LESSOR and LESSEE agree that an abatement of the shortfall via this Addendum.

**WITNESSETH:**

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The LESSEE shall make a payment of \$84,061.31 to the LESSOR within 30 days of the effective date of this Addendum.
2. The LESSOR shall forgive the amount of \$84,061.30 upon receipt of the payment required in paragraph 1 of this Addendum. The LESSOR shall provide monthly invoices to LESSEE.
3. Except as expressly provided in this Addendum, the Lease shall, in all other respects, remain in full force and effect in accordance with its terms. For the avoidance of doubt, nothing in this Addendum shall change the amounts due each month in the future or the timing or calculation of the increases in payments as contained in the Lease.

THE CITY OF CHARLESTON, WEST  
VIRGINIA, a municipal corporation

By \_\_\_\_\_  
Its Mayor

ATTEST:

\_\_\_\_\_  
Clerk

SHANER SPE ASSOCIATES LIMITED  
PARTNERSHIP  
By: Shaner Special Purpose GP, Inc.

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Title \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Amy Shuler Goodwin, the Mayor of the CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, on behalf of said municipal corporation.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_;

COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of SHANER SPE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

LEASE 245 961  
Recorded In Above Book and Page  
12/20/1999 02:50:26 PM  
Alma Y. King  
County Clerk  
Kanawha County, WV

**LEASE AMENDMENT**

THIS LEASE AMENDMENT AND CONSENT TO ASSIGNMENT ("Amendment"), made at the City of Charleston, Kanawha County, West Virginia, as of the 15<sup>th</sup> day of December, 1999, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, hereinafter referred to as "LESSOR", and LANCE SHANER HOTEL LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter referred to as "LESSEE".

**RECITALS**

Deed Tax	0.00
Recording Fee	3.00
TOTAL	3.00

By Lease dated December 18, 1973, of record in Kanawha County, West Virginia, Lease Book 190, at page 627, as amended by Amended Lease dated December 3, 1974 (the two agreements are collectively the "Lease"), the City of Charleston, West Virginia, leased to Doridon Corporation a parcel of land comprising 34,989.21 square feet located in the City of Charleston, West Virginia.

By Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, Doridon Corporation assigned to Columbia Sussex Corporation all of its right, title, obligations and interest as tenant under the Lease.

By Assignment dated December 15, 1999, Columbia Sussex Corporation assigned to Lessee all of its rights, title and interest as tenant under the Lease.

By this Amendment, the parties desire to amend the Lease in certain respects, all as more fully set out hereinafter.

**WITNESSETH:**

That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The provisions of the Lease regarding the term of the Lease are hereby amended and restated in their entirety to provide as follows:

The term of the Lease shall continue until midnight on December 31, 2019 and, provided there is no notice of default and that the tenant has fully performed all of its covenants, then such term shall be automatically renewed thereafter for two additional five-year terms, to commence immediately following the expiration of the then current term, unless LESSEE gives

DENNIS N. BROGLIO  
P.O. BOX 553  
CHARLESTON, WV 25322

written notice to LESSOR not less than 180 days prior to the expiration of the then current term that LESSEE will not renew the Lease.

2. Effective January 1, 2000 and continuing thereafter until modified as provided hereinafter, the rent payable by LESSEE under the Lease shall be Seventy-One Thousand Dollars (\$71,000.00) per year, payable on or before the first day of each and every month of the Lease in installments of Five Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$5,916.67). The rent payable during each five-year renewal term, if the term hereof is renewed, shall be adjusted to reflect increases, and not decreases which occur in the Consumer Price Index US City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1984 = 100), as compiled and published by the Bureau of Labor Statistics, United States Department of Labor, and said Index for January 1, 2000 shall be taken as the base factor for the purpose of computing adjustments in rent. Adjustments in rent shall be calculated and effective at the commencement of each renewal term for the ensuing five-year period by dividing the Index for the month immediately preceding such renewal term (numerator) by said base factor (denominator) and by multiplying the resulting figure by the monthly rent specified herein. The adjustment for both five year renewal periods shall be made using Eighty-Four Thousand Dollars (\$84,000.00) as the base rental rate prior to adjustment.

3. Lessor hereby CONSENTS to the assignment of the Lease from Columbia Sussex Corporation to Lessee.


4. The effectiveness of this Lease Amendment and Consent to Assignment is contingent upon the effectiveness and due execution of the Assignment of December 15, 1999, by all parties thereto and delivery of same to Lessee. This Lease Amendment will become effective immediately following the effectiveness of the Assignment.

5. Except as expressly provided in this Amendment, the Lease shall, in all other respects, remain in full force and effect in accordance with its terms.

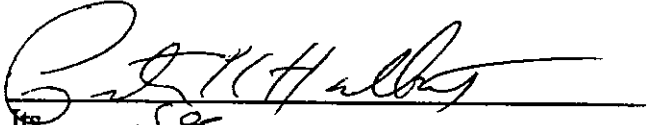
THE CITY OF CHARLESTON, WEST VIRGINIA,  
a municipal corporation

By   
Its Mayor

ATTEST:

  
Clerk Deputy

LANCE SHANER HOTEL LIMITED  
PARTNERSHIP, a Delaware limited partnership

By   
its Sec.

ATTEST:

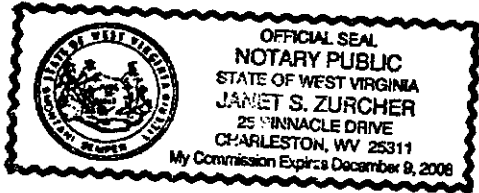
  
As Secretary

STATE OF WEST VIRGINIA;

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of Dec, 1999, by Jay Goldman the Mayor of THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, on behalf of said corporation.

My commission expires 12/09/08.



Janet S. Zurcher  
NOTARY PUBLIC

STATE OF New York;

COUNTY OF Eric, to-wit:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1999, by Peter K. Hulburt the Secretary of LANCE SHANER HOTEL LIMITED PARTNERSHIP, a Delaware limited partnership.

My commission expires 6/19/01.

TERRENCE M. GILBRIDE  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 06/19/01

[Signature]  
NOTARY PUBLIC

This instrument was prepared by Robert D. Fluharty, Jackson & Kelly PLLC, 1600 Laidley Tower, Post Office Box 553, Charleston, West Virginia 25322.

C0337340.2

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on DEC 20 1999 and the same is admitted to record.

-4- Tests: Alma J. [Signature] Clerk  
Kanawha County Commission



**CITY OF CHARLESTON**  
**P.O. BOX 2749**  
**CHARLESTON, WEST VIRGINIA 25330**

August 17, 2006

Jackson Kelly PLLC  
Attn: Michelle M. Elmore  
1600 Laidley Tower  
P. O. Box 553  
Charleston, WV 25322

**Re: Assignment Agreement – Ground Lease Holiday Inn Civic Center**

Dear Ms. Elmore:

Enclosed are two copies of the above referenced Agreement, approved by City Council on August 15, 2005, and signed by City officials. Once the documents have been signed by the Shaner Groups, please return a fully executed copy for our file. Should you have any questions, contact City Attorney Paul Ellis at 348.8032.

Sincerely,

Janice Westerman  
Administrative Assistant  
City Manager's Office

Enclosures (2)

Cc: Paul Ellis, City Attorney

## LANDLORD ESTOPPEL CERTIFICATE & AGREEMENT

Re: THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal Corporation, as the landlord ("Landlord") and Shaner Hotel Group Properties Three Limited Partnership, as the tenant ("Tenant") under a certain lease which is described in Schedule A attached hereto (the "Ground Lease") covering certain real property known as the Holiday Inn Civic Center, located at 100 Civic Center Drive, Charleston, West Virginia (the "Premises"). Capitalized terms used herein shall have the meanings set forth in the Ground Lease.

You have advised us that the Tenant's leasehold interest in the premises will be mortgaged by the Tenant in favor of Greenwich Capital Financial Products, Inc. ("GCF"), pursuant to the Indenture (as defined below).

In connection with the Indenture, the Landlord hereby certifies to (i) GCF, its successors and assigns and (ii) GCF's title insurer, Chicago Title Insurance Company (the "Title Company") that:

1. The Ground Lease has not been modified, amended, renewed or extended from the date of its execution to the date hereof, except as indicated in Schedule A attached hereto, is in full force and effect on the date hereof in accordance with its terms and, to the Landlord's actual present knowledge, has not been assigned by Tenant.
2. The term of the Ground Lease commenced on December 18, 1973 and will expire on December 31, 2019 unless renewed or extended in accordance with its terms.
3. There are no rights of renewal or extension under the Ground Lease, except as follows: Two additional five-year terms to be automatically commenced after the expiration of the current term, provided that there is no notice of default and that tenant has fully performed all of its covenants.
4. The basic rent payable under the Ground Lease is \$71,000 per year.
5. The basic rent, additional rent and all other charges, including, without limitation, all real estate taxes and assessments, payable by Tenant, have been paid to the date hereof
6. Tenant has made no prepayment of any basic rent due under the Ground Lease.
7. To the best of Landlord's knowledge, neither Landlord nor Tenant is in default under any of the terms or provisions of the Ground Lease and Landlord knows of no condition or event which, with the giving of notice, the passage of time, or both, would constitute a default by the Tenant in the performance of its obligations under the Ground Lease.
8. To the best of Landlord's knowledge, there are no rights of offset, abatement or reduction of basic rent presently accruing to Tenant by reason of any provision of the Ground Lease or otherwise.

9. Landlord acknowledges receipt of a copy of an unexecuted draft of a certain Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement made by Tenant to \_\_\_\_\_ as trustee for the benefit of GCF, dated as of \_\_\_\_\_, 2005, covering all of Tenant's right, title and interest in and to the Ground Lease and the leasehold estate created thereby (the "Indenture"), which, for the purposes of this Certificate, we assume will in its final executed form be substantially the same as the form provided to Landlord on the date hereof, together with a certain Notice of Leasehold Indenture, dated as of \_\_\_\_\_ 2005, identifying GCF as the holder of the Indenture and giving their address.

10. Landlord acknowledges and confirms that the Indenture is permitted under the terms of the Ground Lease and that GCF are parties to whom a copy of all notices of default shall be given by Landlord pursuant to Article XIV of the Ground Lease. Landlord further agrees that no notice given is effective against GCF, its successors and assigns, unless a copy of such notice is timely delivered to GCF.

11. Landlord agrees that there shall be no merger resulting from the acquisition by, or devolution upon, any one entity of the fee and the leasehold estates in the Premises, without the prior written consent of Permitted Mortgagee.

12. Notwithstanding anything to the contrary contained herein or in the Lease, Landlord agrees that any insurance proceeds or condemnation award payable to Tenant, shall be disbursed and applied in accordance with the Indenture and the other loan documents, evidencing the Loan (as such term is defined in the Indenture).

13. This Certificate is given by Landlord pursuant to Article XVII of the Ground Lease and may be relied upon by Tenant, GCF, the Title Company and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord has caused this Estoppel Certificate to be duly executed and delivered on this 16<sup>th</sup> day of August 2005.

Beverly Page  
ATTEST

CITY OF CHARLESTON, WEST  
VIRGINIA, municipal corporation

James M. Reesman  
City Clerk

By: [Signature]  
Its Mayor



## Schedule A

### Description of Ground Lease

Lease dated December 18, 1973, of record in Kanawha County, West Virginia, Lease Book 190, at page 627 (the "Original Lease"), and amended by Amended Lease dated December 3, 1974, of record in Kanawha County, West Virginia, Lease Book 245, at page 936 (the "Amended Lease"), the City of Charleston, West Virginia (the "Lessor"), leased to Doridon Corporation land containing 34, 989.21 square feet located in the City of Charleston, West Virginia. (the Original Lease and Amended Lease are hereinafter collectively referred to as the "Lease").

By Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, Doridon Corporation assigned all of its right, title and interest in the Lease to Columbia Sussex Corporation.

By Assignment dated as of December 15, 1999, of record in Kanawha County, West Virginia, Assignment Book 172, at page 282, Columbia Sussex Corporation assigned all of its right, title and interest in the Lease to Lance Shaner Hotel Limited Partnership (the "Assignor").

By Lease Amendment and Consent to Assignment dated as of December 15, 1999, of record in Kanawha County, West Virginia, Lease Book 245 at page 961, the Lessor and Assignor amended certain terms of the Lease, and the Lessor consented to the assignment of the Lease.

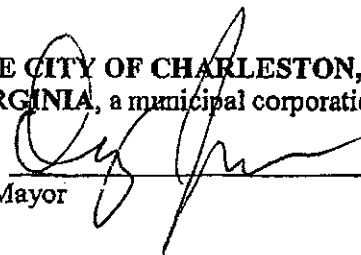
By Assignment and Assumption of Ground Lease dated as of August 15, 2001, of record in Kanawha County, West Virginia Assignment Book 183 at page 295, Assignor assigned all of its right, title and interest in the Lease, as amended, to Tenant.


**LESSOR'S CONSENT**


THE CITY OF CHARLESTON, WEST VIRGINIA, in its capacity as lessor (the "Lessor") under a Lease dated December 18, 1973, of record in Kanawha County, West Virginia, Lease Book 190, at page 627, as amended by Amended Lease dated December 3, 1974, of record in Kanawha County, West Virginia, Lease Book 245 at page 936, between the Lessor and Doridon Corporation, which lease was assigned to Columbia Sussex Corporation by Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, which lease was further assigned to Lance Shaner Hotel Limited Partnership, a Delaware limited partnership, by Assignment dated as of December 15, 1999, of record in Kanawha County, West Virginia, Assignment Book 172, at page 282, which lease was amended by Lease Amendment and Consent to Assignment between the Lessor and the Lance Shaner Hotel Limited Partnership, dated as of December 15, 1999, of record in Kanawha County, West Virginia, Lease Book 245 page 961 and which lease was further assigned to SHANER HOTEL GROUP PROPERTIES THREE LIMITED PARTNERSHIP (the "Assignor") by Assignment dated August 15, 2001, of record in Kanawha County, West Virginia, Assignment Book 183, page 295 (collectively, the "Lease"), does hereby CONSENT to the assignment of the Lease on the terms, covenants and conditions set forth in the Assignment and Assumption of Ground Lease dated \_\_\_\_\_, 2005 between Assignor and SHANER SPE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, as assignee.

IN WITNESS WHEREOF, Lessor has caused this Consent to be executed as of the 16<sup>th</sup> day of August, 2005.

**THE CITY OF CHARLESTON, WEST VIRGINIA**, a municipal corporation

By:   
Its Mayor

ATTEST: 

  
Clerk

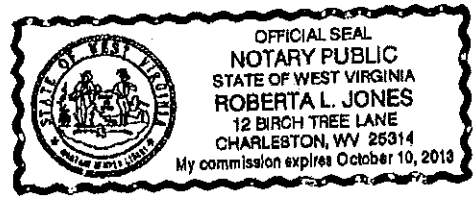
STATE OF WEST VIRGINIA )

COUNTY OF *Kanawha* )  
Ss.:

On the 16 day of August, in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared Danny Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Charleston.  
(Insert the City or other political subdivision and the state or county or other place the acknowledgment was taken).

*Roberta L. Jones*  
\_\_\_\_\_  
Notary Public

23745/0084 GBDOS 52297v2



## WAIVER AND RELEASE

THIS WAIVER AND RELEASE dated as of the \_\_\_\_ day of \_\_\_\_\_, 2005, is given by THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation ("Lessor") to Shaner Hotel Group Properties Three Limited Partnership, a Delaware limited partnership having an office at 1965 Waddle Road, State College, Pennsylvania 16803 ("Lessee").

### RECITALS:

By Lease dated December 18, 1973, of record in Kanawha County, West Virginia, Lease Book 190, at page 627, and amended by Amended Lease dated December 3, 1974, of record in Kanawha County, West Virginia, Lease Book 245, at page 936, the Lessor leased to Doridon Corporation land containing 34,989.21 square feet located in the City of Charleston, West Virginia (the "Original Lease").

By Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, Doridon Corporation assigned all of its right, title and interest in the Original Lease to Columbia Sussex Corporation.

By Assignment dated as of December 15, 1999, of record in Kanawha County, West Virginia, Assignment Book 172, at page 282, Columbia Sussex Corporation assigned all of its right, title and interest in the Original Lease to Lance Shaner Hotel Limited Partnership.

By Lease Amendment and Consent to Assignment dated as of December 15, 1999, of record in Kanawha County, West Virginia, Lease Book 245 page 961, the Lessor and Lance Shaner Hotel Limited Partnership amended certain terms of the Original Lease, and the Lessor consented to the Assignment of the Original Lease (the Original Lease, as assigned and amended is hereinafter referred to as the "Current Lease").

By Assignment dated August 15, 2001, of record in Kanawha County, West Virginia, Assignment Book 183, at page 295, Lance Shaner Hotel Limited Partnership assigned all of its right, title and interest in the Current Lease to Lessee.

The Current Lease is about to be assigned by Lessee to a related entity, Shaner SPE Associates Partnership (the "Assignee") for purposes of completing a financing transaction.

In connection with the assignment of the Current Lease to Assignee, Lessor has agreed to waive its right to a 10 day inspection of the instrument assigning the Current Lease, pursuant to Article XIV of the Current Lease.

**NOW, THEREFORE**, in consideration of the foregoing premises, and the covenants and agreements hereinafter contained, it is agreed as follows:

1. Lessor hereby waives and releases any and all rights it may have pursuant to Article XIV the Current Lease to inspect the instrument assigning the Lessee's interest in the Current Lease to the Assignee.
2. Lessor hereby ratifies, confirms and approves in all respects the terms of the Current Lease.
3. This Waiver and Release shall be effective as of its date of execution.

**IN WITNESS WHEREOF**, Tenant has caused this Release and Waiver to be executed as of the date and year first above written.

THE CITY OF CHARLESTON, WEST  
VIRGINIA, a municipal corporation

By: \_\_\_\_\_  
Its Mayor

ATTEST:

Clerk

\_\_\_\_\_ *James M. Reedman*



**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE is made and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between SHANER HOTEL GROUP PROPERTIES THREE LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor"), and SHANER SPE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignee").

**RECITALS:**

By Lease dated December 18, 1973, of record in Kanawha County, West Virginia, Lease Book 190, at page 627, and amended by Amended Lease dated December 3, 1974, of record in Kanawha County, West Virginia, Lease Book 245, at page 936, the City of Charleston, West Virginia (the "Lessor"), leased to Doridon Corporation land containing 34,989.21 square feet located in the City of Charleston, West Virginia (the "Lease").

By Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, Doridon Corporation assigned all of its right, title and interest in the Lease to Columbia Sussex Corporation.

By Assignment dated as of December 15, 1999, of record in Kanawha County, West Virginia, Assignment Book 172, at page 282, Columbia Sussex Corporation assigned all of its right, title and interest in the Lease to Lance Shaner Hotel Limited Partnership.

By Lease Amendment and Consent to Assignment dated as of December 15, 1999, of record in Kanawha County, West Virginia, Lease Book 245 page 961, the Lessor and Lance Shaner Hotel Limited Partnership amended certain terms of the Lease, and the Lessor consented to the Assignment of the Lease.

By Assignment dated as of August 15, 2001, of record in Kanawha County, West Virginia, Assignment Book 183, at page 295, Lance Shaner Hotel Limited Partnership assigned all of its right, title and interest in the Lease to Assignor.

By Lessor's Consent, Assignor desires to assign to Assignee all of Assignor's estate, rights, title, licenses, privileges and interests in the Lease.

**WITNESSETH:**

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the premises and covenants hereby contained, Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of Assignor's estate, interest, rights, title and privileges pursuant to the Lease.

For and in consideration of said assignment and transfer, Assignee hereby accepts and agrees to perform all of the covenants, duties and obligations as set forth in said Lease to be kept and performed on the part of the Assignor to the extent of the rights hereby assigned.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument to be effective, after execution by all of the parties hereto, as of the day and year first above written.

SHANER HOTEL GROUP PROPERTIES  
THREE LIMITED PARTNERSHIP

By: Shaner GP Three, Inc., its general partner  
By: \_\_\_\_\_

SHANER SPE ASSOCIATES LIMITED  
PARTNERSHIP

By: Shaner Special Purpose GP, Inc., its  
general partner  
By: \_\_\_\_\_

STATE OF )  
 )  
Ss.:  
 )  
COUNTY OF )

On the \_\_\_\_ day of August, in the year 2001, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF )  
 )  
Ss.:  
 )  
COUNTY OF )

On the \_\_\_\_ day of August, in the year 2001, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

\

**LEASE AMENDMENT**

THIS LEASE AMENDMENT (“Amendment”) is made at the City of Charleston, Kanawha County, West Virginia, as of the 21<sup>st</sup> day of October 2014, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, hereinafter referred to as “LESSOR”, and SHANER SPE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter referred to as “LESSEE”.

**RECITALS**

By Lease dated December 18, 1973, of record in Kanawha County, West Virginia, lease Book 190, at page 627, as amended by Amended Lease dated December 3, 1974 (the two agreements are collectively the “Lease”), the City of Charleston, West Virginia, leased to Doridon Corporation a parcel of land comprising 34,989.21 square feet located in the City of Charleston, West Virginia.

By Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, Doridon Corporation assigned to Columbia Sussex Corporation all of its rights, title, obligations, and interest as tenant under the Lease.

By Assignment dated December 15, 1999, of record in Kanawha County West Virginia, assignment book 172, at page 282, Columbia Sussex Corporation assigned to Lance Shaner Hotel Limited Partnership all of its rights, title, obligations, and interest as tenant under the Lease.

By Lease Amendment and Consent to Assignment dated December 15, 1999, of record in Kanawha County, West Virginia, lease book 245, at page 961, LESSOR and Lance Shaner Hotel Limited Partnership amended certain terms of the Lease, and the LESSOR consented to the assignment of the Lease.

By Assignment and Assumption of Ground Lease dated as of August 15, 2001, of record in Kanawha County West Virginia, Assignment Book 183, at page 295, Lance Shaner Hotel Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended, to Shaner Hotel Group Properties Three Limited Partnership.

By Assignment and Assumption of Ground Lease dated as of August 15, 2005, of record in Kanawha County, West Virginia, Assignment Book 207, at page 765, Shaner Hotel Group Properties Three Limited Partnership assigned all of its rights, title, obligations, and interest in the Lease, as amended to LESSEE.

**WITNESSETH:**

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The provisions of the Lease regarding the term of the Lease are hereby amended and restated in their entirety to provide as follows:

The term of the Lease shall continue until midnight on December 31, 2019, and, provided there is no notice of default and that the tenant has fully performed all of its covenants, then such terms shall be automatically renewed thereafter for five additional five-year terms, to commence immediately following the expiration of the then current term, unless LESSEE gives written notice to LESSOR not less than 180 days prior to the expiration of the then current term that LESSEE will not renew the Lease.

2. Effective January 1, 2000, and continuing thereafter until modified as provided hereinafter, the rent payable by LESSEE under the Lease shall be Seventy-One Thousand Dollars (\$71,000.00) per year, payable on or before the first day of each and every month of the Lease in installments of Five Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$5,916.67). The rent payable during each five-year renewal term, if the term hereof is renewed, shall be adjusted to reflect increases, and not decreases which occur in the Consumer Price Index US City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1984 = 100), as compiled and published by the Bureau of Labor Statistics (the "CPI"), United States Department of Labor, and said Index for January 1, 2000, shall be taken as the base factor for the purpose of computing adjustment in rent. Adjustments in rent shall be calculated and effective at the commencement of each renewal term for the ensuing five-year period by dividing the Index for the month immediately preceding such renewal term (numerator) by said base factor (denominator) and by multiplying the resulting figure by the monthly rent specified herein. The adjustment for the first five year renewal period shall be made using Eighty-four Thousand Dollars (\$84,000.00) as the base rental prior to adjustment. The adjustment for the second, third, fourth, and fifth five year renewal periods shall be made using the base rental from the expiring period as the base rental and adjusted by the CPI by the preceding five year period only.
3. Except as expressly provided in this Amendment, the Lease shall, in all other respects, remain in full force and effect in accordance with its terms.

[Signature page follows]

THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation

By [Signature]  
Its Mayor

ATTEST:

[Signature]  
Clerk

SHANER SPE ASSOCIATES LIMITED PARTNERSHIP  
By: SHANER SPECIAL PURPOSE GP, INC.

By [Signature]  
Its Chairman

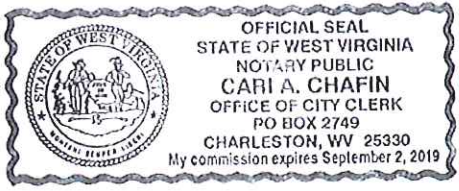
ATTEST:

[Signature]  
Title ASSISTANT SECRETARY

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

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2014, by Danny Jones the Mayor of the CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, on behalf of said corporation.

My commission expires September 2, 2019.



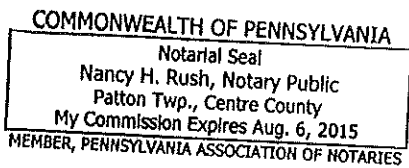
[Signature]  
NOTARY PUBLIC

STATE OF Pennsylvania :

COUNTY OF Centre , to-wit:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2014, by Lance T. Shaner, the Chairman of SHANER SPE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership.

My commission expires \_\_\_\_\_.



Nancy H. Rush  
NOTARY PUBLIC

Assign 172 282  
Recorded in Above Book + Page  
12/26/1999 02:46:19 PM  
Alma Y King  
County Clerk  
Kanawha Co, WV

**ASSIGNMENT**

(Ground Lease)

Deed TX 0.00  
Recording Fee 3.00  
Total 3.00

THIS ASSIGNMENT, executed in counterpart originals, made and effective as of this 15<sup>th</sup> day of December, 1999, by and between **COLUMBIA SUSSEX CORPORATION**, a Kentucky corporation ("Assignor"), and **LANCE SHANER HOTEL LIMITED PARTNERSHIP**, a Delaware limited partnership ("Assignee").

**RECITALS:**

By Lease dated December 18, 1973, of record in Kanawha County, West Virginia, lease Book 190, at page 627, and amended by Amended Lease dated December 3, 1974, the City of Charleston, West Virginia, leased to Doridon Corporation land containing 34,989.21 square feet located in the City of Charleston, West Virginia (the "Lease").

By Confirmatory Assignment dated August 4, 1987, of record in Kanawha County, West Virginia, Assignment Book 115, at page 733, Doridon Corporation assigned all of its right, title and interest in the Lease to Columbia Sussex Corporation.

Assignor desires to assign to Assignee all of Assignor's estate, rights, title, licenses, privileges and interests in the Lease.

**WITNESSETH:**

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the premises and covenants hereby contained, Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of Assignor's estate, interest, rights, title and privileges pursuant to the Lease.


DENNIS N. BROGLIO  
P.O. BOX 553  
CHARLESTON, WV 25322

For and in consideration of said assignment and transfer, Assignee hereby accepts and agrees to perform all of the covenants, duties and obligations as set forth in said Lease to be kept and performed on the part of the Assignor to the extent of the rights hereby assigned.


This assignment is made subject to the respective indemnification obligations between Assignor and Assignee created in that certain Agreement of Purchase and Sale, dated September 20, 1999, between Columbia Sussex Corporation and Lance T. Shaner.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument to be effective, after execution by all of the parties hereto, as of the day and year first above written.

COLUMBIA SUSSEX CORPORATION,  
a Kentucky corporation

By:   
Its: SECRETARY/TREAS.

LANCE SHANER HOTEL LIMITED  
PARTNERSHIP, a Delaware limited  
partnership

By:   
Its: Sec.

STATE OF ~~WEST VIRGINIA~~, OHIO  
COUNTY OF ~~KANAWHA~~ <sup>HAMILTON</sup>, to-wit:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 1999, by Theodore R. Mitchell, Secretary/Treasurer of COLUMBIA SUSSEX CORPORATION, a Kentucky corporation, as being the act and deed of said corporation.

My commission expires \_\_\_\_\_

Tedd H. Friedman  
\_\_\_\_\_  
Notary Public



TEDD H. FRIEDMAN, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03

New York  
STATE OF ~~WEST VIRGINIA~~,  
ERIC  
COUNTY OF ~~KANAWHA~~, to-wit:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1999, by Peter K. Hulbert, Secretary of LANCE SHANER HOTEL LIMITED PARTNERSHIP, a Delaware limited partnership, as being the act and deed of said partnership.

My commission expires 6/19/01

TERRENCE M. GILBRIDE  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 06/19/01

[Signature]  
\_\_\_\_\_  
Notary Public

This instrument was prepared by Robert D. Fluharty, Attorney, Jackson & Kelly PLLC, Post Office Box 553, Charleston, West Virginia 25322.

C0338879.1

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on DEC 20 1999 and the same is admitted to record.

3

Teste: Alma H. Jung Clerk  
Kanawha County Commission

8.25

190-627

BOOK 190 PAGE 627

LEASE

668 w A LSE

THIS LEASE, made at the City of Charleston, Kanawha County, West Virginia, as of the 18th day of DECEMBER, 1973, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a Municipal Corporation, hereinafter referred to as "Lessor" and DORIDON CORPORATION, a West Virginia corporation, hereinafter referred to as "Lessee".

DEC-20-73 2 37 0 17

WITNESSETH:

WHEREAS, the Lessee intends to construct a 400 guest unit hotel-motel and other related facilities including parking on property adjacent to the property hereinafter described, and

WHEREAS, to serve the hotel-motel building and other related facilities, 171 parking spaces will be constructed on Lessor's property hereinafter described; and

WHEREAS, the Lessee will build and pay for the parking facility on the Lessor's property and will then give the same to the Lessor by deed of gift on the date of the Certificate of Occupancy to be issued by the Lessor or other proper governmental authorities; and

WHEREAS, the Lessor, in order to effectuate the deed of gift of the building to be built on the property hereinafter described, hereby agrees to lease said property to the Lessee upon the terms and conditions hereinafter contained:

NOW, THEREFORE, this agreement WITNESSETH: That for and in consideration of the mutual covenants and conditions hereinafter contained, the

Send to : Robert R. Harpold, Jr.  
City Attorney  
City Hall, Charleston, West Virginia 25301

ASSIGNED  
ink 115 Page 733

Lessee agrees to pay for and construct a 171 unit parking facility upon the following described premises:

A certain tract or parcel of land located in Charleston, Kanawha County, West Virginia, containing 34,989.21 square feet and more particularly described as that area enclosed by yellow line on plat or map attached hereto as Exhibit "A"

and upon issuance of a Certificate of Occupancy by the proper governmental agency or agencies, Lessee shall grant and convey by deed of gift the building constructed on said premises to the Lessor. The Lessor does hereby demise, lease and let the above described premises unto Lessee for and during the term of 30 years beginning on the 18th day of DECEMBER, 1973, at and upon the terms and subject to the conditions, covenants, and stipulations herein expressed and declared of and concerning the same.

ARTICLE I. RENT

After the deed of gift Lessee shall pay to Lessor for the remainder of the term of this lease the sum of One Hundred Four Dollars (\$104.00) per year per parking space constructed on the described premises. In addition Lessee shall pay annually 10% of all gross income from \$50,000 to \$150,000 received by Lessee from public parking in the entire parking area including the parking area constructed on the adjacent premises; 15% of all gross income from \$150,000 to \$200,000 received by Lessee from public parking in the entire parking area including the parking area constructed on the adjacent premises and 20% of all gross income over \$200,000 received by Lessee from public parking in the entire area including

the parking area constructed on the adjacent premises.

In addition to the above, Lessee agrees that it will contribute to gross income from public parking the sum of Twenty-five Cents (\$.25) for the first two hours parking granted free of charge to the customers of any bar or restaurant to be constructed in said hotel-motel, and any other cash receipts received from any such customer for parking after said two hour period shall be considered gross income from public parking and the hereinabove percentages will apply to both items of income set forth in this paragraph.

The term "gross income" shall be defined as the actual cash receipts resulting from the rental of parking spaces only, and shall not include any allocation of receipts from rental to overnight guests of the Holiday Inn nor receipts from the rental of other hotel space.

The rent stated herein shall be paid on the first day of each succeeding month after the improvements to be constructed by the Lessee on the herein demised premises have been completed and are ready for occupancy as evidenced by a Certificate of Occupancy issued by the proper governmental agency. If the Certificate of Occupancy is issued on a date other than the first day of the month, then the rent payable hereunder shall be prorated as of the date of issuance of the Certificate of Occupancy. All rent shall be paid by negotiable check at CITY COLLECTOR'S OFFICE, CITY HALL or such other place in the City of Charleston, West Virginia, as the Lessor may from time to time designate in writing giving the Lessee 90 days notice of the change desired. The Lessor shall, upon written notice to the Lessee and at the convenience of the Lessee, have the right to audit the books of the Lessee insofar as the parking revenues are concerned. In any event, the Lessee shall, at their expense, furnish the Lessor an annual certified audit from an independent certified public accountant on the parking revenues.

From the date of entry by the Lessee, its agents and employees, or by February 15, 1974, whichever occurs first, and during the construction of the said building and until the said building is completed and in use, the Lessee shall pay to the Lessor the sum of Four Hundred Thirty Dollars (\$430.00) per month.

ARTICLE II.

Lessee covenants that during the term of this Lease the rate to be charged the public for parking shall not exceed the sum of \$1.00 per 24 hour period unless express written consent to change said parking fee is obtained from the Lessor.

ARTICLE III.

Lessee covenants that the public shall have access through the lower floor of the parking facility constructed on the leased premises to Elk River but such access shall not interfere with or take precedence over parking on said lower floor.

ARTICLE IV. BUILDING

Lessee shall construct upon the demised premises a parking facility to serve a hotel/motel building and other related facilities to be constructed by Lessee on an adjacent tract of land. The new building to be constructed on the demised premises shall be constructed in accordance with plans and specifications approved by Lessor, said approval, however, shall not be unreasonably withheld. Said construction of said parking building shall commence within two hundred seventy (270) days of execution of this lease, and said parking building shall be completed and in use within three (3) years of the date of the commencement of construction of the said parking garage. Lessee shall not be deemed in default with respect to the

performance of the terms, covenants and conditions of this lease if the same be due to any strike, unreasonable weather, governmental restrictions, material shortages, Acts of God or other cause beyond control of Lessee.

#### ARTICLE V. REPAIRS AND MAINTENANCE

The Lessee shall at all times during the term of this lease, at the expense of the Lessee, keep and maintain all buildings hereafter constructed on the above described premises, and all appurtenances thereunto belonging in good and substantial repair and in a clean and sanitary condition, reasonable wear and tear excepted, however, and shall comply with and conform to all legally constituted authorities in relation thereto. Lessee shall be responsible for any structural defects of the said building during the term of this lease, and shall save harmless the Lessor from any claim, damages or injuries resulting from any structural defect of said building.

The Lessee further agrees to pay all utilities, insurance, taxes, if any, on all of its property on said lands of the Lessor.

#### ARTICLE VI. LESSEE TO OBEY LAWS, ETC.

The Lessee shall promptly and faithfully obey and comply with all lawful requirements, rules, regulations, laws and ordinances of all legally constituted authorities in any manner affecting this lease, the above-described premises, and the buildings and improvements hereafter constructed on or about the same or the use thereof, existing at any time during the continuance of this lease (with the right, however, to contest the validity thereof in the manner and under the

conditions herein provided with respect to contesting the validity of taxes, assessments and other liens). The Lessee shall not knowingly permit any unlawful business, occupation or trade to be carried on upon the above-described premises or any use to be made of the same, or any part thereof, contrary to any valid law, regulation or ordinance governing the same.

ARTICLE VII. INSURANCE

At all times during the term of this lease the Lessee shall carry primary public liability insurance with limits of \$500,000.00 per person and \$1,000,000.00 per accident. Furthermore, at all times during the terms of this Lease the Lessee shall carry an umbrella policy of \$10,000,000.00, and further that the Lessor shall be named as an "additional insured" on Lessee's fire and extended coverage policy. Lessee shall supply copies of said policies to the Lessor. Furthermore, Lessee shall indemnify and save harmless the Lessor from all claims, demands and suits arising from any injury or damage to any person or property arising or occurring on the property that is subject of this lease.

ARTICLE VIII. WASTE

The Lessee will neither commit or permit waste upon the above described premises other than to the extent necessary for the removal of any buildings or improvements for the purposes of construction and erecting other buildings and improvements thereon.

ARTICLE IX. SURRENDER OF PREMISES AT EXPIRATION

One Hundred eighty (180) days prior to the expiration of the term of this lease the parties hereto shall, in good faith, enter into negotiation for a new lease of the demised premises. If the parties hereto are unable to negotiate a new lease or if the parties hereto are prohibited by law from entering into a new

lease then at the option of the Lessor the Lessee shall remove, at the Lessor's expense, the said improvements constructed on the demised premises.

#### ARTICLE X. QUIET ENJOYMENT

If the covenants and agreements of this lease devolving upon and to be performed by the Lessee shall in all respects be observed and performed, the Lessee shall have the peaceable possession and quiet enjoyment of said premises throughout said term, without the lawful let, hindrance or molestation of any person whomsoever, but subject to the conditions, restrictions and covenants of this lease.

#### ARTICLE XI. MORTGAGEE'S RIGHTS

If the Lessee mortgages the leasehold estate herein granted from Lessor to Lessee, the Lessor agrees, notwithstanding any other provisions of this lease which are or may or might appear to be the contrary, that any such mortgagee of the leasehold estate shall have the right to cure any default of the Lessee existing hereunder, and that the Lessor will not terminate this lease for any reason whatsoever without giving any mortgagee (who has notified Lessor if its mortgage) of this leasehold estate ninety (90) days written notice of Lessor's intention to so terminate. If the default of the Lessee is curable by the mortgagee, the Lessor will terminate this lease only by giving the mortgagee the option, within the ninety (90) day period, to cure the default and if the default by the Lessee is not curable by the mortgagee, the Lessor covenants and agrees to within the ninety (90) days period or within a reasonable time thereafter to make and execute a new lease with the mortgagee for the unexpired term of this lease, the new lease to contain all the

same terms, covenants, conditions and options as this original lease, including this term, covenant and condition.

ARTICLE XII. MODIFICATION OF LEASE

The Lessor covenants and agrees not to change, alter or modify any term, covenant or condition of this lease without the consent in writing of any mortgagee of the leasehold estate holding a first mortgage lien thereon of whose mortgage Lessor has notice.

ARTICLE XIII. ALTERATIONS OF BUILDING

The Lessor covenants and agrees that the Lessee has the right to erect any buildings or to alter and improve same so long as the construction, alterations or improvements are lawful in every respect and the premises are kept free and clear from all liens for labor and materials, however.

ARTICLE XIV. RESTRICTIONS ON ASSIGNMENT

The Lessee will not, except by way or mortgage of the leasehold estate to secure some actual indebtedness, claim or obligation, assign or transfer this lease unless (1) there be at the time of such assignment or transfer no existing default on the part of the Lessee in the making of any payment or in the performance and observance of the covenants, agreements, obligations, terms and conditions to be performed and observed by the Lessee hereunder; (2) the assignee of the lease shall in writing expressly assume all the obligations of the Lessee hereunder; (3) the

Lessee shall have first delivered to the Lessor, for inspection by the Lessor, for a period of ten days, a valid, binding and sufficient instrument of such assignment and assumption, which said instrument, being sufficient and proper in form, shall be recorded within thirty days from the time of the execution of such assignment, and (4) the Lessee shall have delivered to the Lessor a duplicate executed original of said instrument of assignment and assumption, and (5) written approval from Lessor, which shall not be unreasonably withheld.

After an assignment made in conformity with the provisions hereof the assignor shall not be further liable under this lease, but shall be free and discharged from any and every obligation hereunder, but thereafter all liability shall rest on the assignee.

#### ARTICLE XV. COVENANTS TO BIND HEIRS, ETC.

All the covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns, of the Lessor, Lessee, and mortgagees, respectively, as fully as if such words were written whenever reference to Lessor or Lessee occurs in this lease.

#### ARTICLE XVI. NOTICES

All notices which may be proper or necessary for the parties hereto to serve upon each other may be effectually served by mailing same by United States mail, prepaid and registered to the Lessor at: MAYOR'S OFFICE, CITY  
BUILDING, CHARLESTON, WEST VIRGINIA and to the Lessee at: 2220 Zandale

Center, Lexington, Kentucky 40503.

Any new designation of mailing address or if any agent to receive said notices shall be made by the same method.

Any new designation by either party shall be effective if made by either party or by a majority in value of interest of the heirs, successors or assigns, of either party.

Any notices required to be served or mailed to any mortgagees shall be mailed in the same manner, that is, prepaid and registered.

#### ARTICLE XVII. APPROVALS

Any approvals required of the Lessor prior or subsequent to the doing of any acts by the Lessee, shall not unreasonably be withheld by the Lessor notwithstanding any other terms, covenants, conditions or agreements herein contained.

#### ARTICLE XVIII. SUBLETTING

The Lessee shall have the right to sublet all or any of the demised premises for any lawful purpose subject to the provisions of Article XIV hereof, only with the written consent of the Lessor.

#### ARTICLE XIX. ESTOPPEL CERTIFICATE

Lessor, within fifteen (15) days from and after written demand from Lessee, shall, under oath, execute a certificate stating that (a) this lease is in full force and effect, and unmodified, that there are no known defenses or offsets to the enforcements of same, and that there are no known defaults on the part of Lessee hereunder remaining uncured and uncorrected; or (b) the nature and extent of the

lease modification, if any, the known defenses or offsets to the enforcements of some of the known defaults on the part of the Lessee remaining uncured and uncorrected. If, within fifteen (15) days after written demand, the Lessor has not specified in writing the modifications hereto, the known defenses or offsets to the enforcement of same or the known defaults on the part of the Lessee remaining uncured and uncorrected, then and in that event, it shall be conclusively presumed that there are none.

#### ARTICLE XX. CONDITIONS PRECEDENT

This lease shall be null, void and of no effect if after December 1, 1974, the Lessee shall be unable to obtain any of the following: (a) Financing for the construction of the proposed improvements on demised premises and permanent financing of the leasehold estate under terms acceptable to Lessee; (b) All permits for the construction of the proposed improvements on the demised premises issued by any government authority; (c) Approval of planning and zoning commission and any other government agency for the construction of a parking facility on the demised premises; (d) Report of satisfactory soilbearing tests allowing the construction of the proposed improvements on the demised property; (e) Opinion of counsel certifying that Lessor is properly authorized and has fulfilled all of the legal requirements to enter into this lease; (f) Opinion of counsel certifying that Lessor has an absolute, fee simple marketable title in and to the above demised premises.

#### ARTICLE XXI. RIGHT OF FIRST REFUSAL

During the term of this Lease, if the Lessor receives a bona fide offer to purchase said premises from some responsible third party and decides to accept same

after following the procedures of Chapter 8, Article 12, Section 18 of the West Virginia Code, 1931, as amended, the Lessor shall give to Lessee the privilege of first refusal to purchase the said premises under the same terms or conditions provided Lessee has bid on the property at said public auction.

ARTICLE XXII. RESERVATION BY LESSOR

Lessor shall have the right to enter upon the premises at any time, at no cost to Lessor, upon thirty (30) days notice to lay, repair, install and maintain sewers or pipes.

In case of an emergency the thirty (30) day notice is hereby waived by Lessee. It being understood that said repairs shall not affect the rental herein, unless said repairs take longer than FIFTEEN (15) days, then adjustments shall be made according to the number of parking spaces affected and the number of days affected.

ARTICLE XXIII

Lessee covenants that within 36 months from the execution of this lease it will cause to be moved the existing Holiday Inn sign in front of Holiday Inn (Charleston House), 600 Kanawha Boulevard, East, to the site of the hotel/motel contemplated by this lease and the leased adjacent property provided, however, a smaller standard Holiday Inn sign may be constructed at the present site of the sign on Kanawha Boulevard in front of Charleston House if sign is legally proper and that a script sign saying "Holiday Inn" may be placed on each side of Holiday Inn's Charleston House, if said sign is proper; and provided further, that there be no objection by Lessor to the erection of the moved sign on the leased

premises if proper zoning requirements and construction permits are obtained.

For and in consideration of all of the aforesaid, the Lessor and Lessee have hereunto set their hands this the 18th day of DECEMBER, 19 73.

DORIDON CORPORATION

By [Signature]  
President Lessee

ATTEST:

DORIDON CORPORATION

By [Signature]  
Secretary

CITY OF CHARLESTON

By [Signature]  
Mayor Lessor

ATTEST:

CITY OF CHARLESTON

By [Signature]  
City Clerk

STATE OF WEST VIRGINIA,  
COUNTY OF KANAWHA, TO-WIT:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day  
of December, by Don K. Poole  
the President of Doridon Corporation, a West  
Virginia corporation, on behalf of the corporation.

My commission expires August 12, 1981.

Henrietta R. Cook  
Notary Public in and for the County  
and State aforesaid

STATE OF WEST VIRGINIA,  
COUNTY OF KANAWHA, TO-WIT:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of  
December, by John G. Hutchinson, the Mayor of the City  
of Charleston, a municipal corporation, on behalf of the corporation.

My commission expires August 12, 1981.

Henrietta R. Cook  
Notary Public in and for the County  
and State aforesaid

\_\_\_\_\_  
This lease was prepared by:  
Robert R. Harpold, Jr.  
City Attorney

Resolution No. 305-73

Introduced in Council

December 3, 1973

Introduced by

Committee on Finance and Claims

Adopted by Council

December 3, 1973

Referred to

Resolution No. 305-73 -- (Originating in the Committee on Finance and Claims)  
"Authorizing and directing the Mayor of the City of Charleston to sign a lease agreement with the Doridon Corporation for certain City property located on the corner of Quarrier and Reynolds Streets."

WHEREAS, The Doridon Corporation desires to build a motel-hotel and related parking facilities within the City of Charleston; and

WHEREAS, The City of Charleston presently owns property on the corner of Quarrier and Reynolds Streets containing approximately 34,989.21 square feet; and

WHEREAS, There is no present or foreseeable use of the property by the City of Charleston; and

WHEREAS, The City of Charleston desires to lease this said property to the Doridon Corporation and the said Doridon Corporation desires to lease the said property from the City of Charleston for a period of thirty years for a sum set forth in the lease agreement attached hereto, incorporated herein and to be read as a part hereof; and

WHEREAS, The City of Charleston has held a public hearing regarding the said property pursuant to the provisions of chapter eight, article twelve, section eighteen of the West Virginia Code, one thousand nine hundred thirty-one, as amended; therefore, be it

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

That the Mayor of the City of Charleston is hereby authorized and directed to sign the lease agreement with the Doridon Corporation, a copy of which lease agreement is annexed hereto, incorporated herein and to be read as a part hereof.

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Certified to be a true and correct copy of that certain Resolution / Ordinance No. 305-73 duly filed and of record in the office of the City Clerk of the City of Charleston, West Virginia, adopted/~~passed~~ by the Council of the City of Charleston at the meeting held on December 3, 1973.

Given under my hand and the official seal of the City of Charleston, West Virginia, this 18<sup>th</sup> day of December, 19 73.



*[Handwritten Signature]*  
City Clerk

This instrument was presented to the Clerk of the County Court of Kanawha County, West Virginia, on DEC 20 1973 and the same is admitted to record.

Teste: *[Handwritten Signature]* Clerk  
Kanawha County Court

JACK L. PAULEY  
CLERK COUNTY COURT  
KANAWHA COUNTY, W. VA.

1973 DEC 20 PM 1:42

RECORDED

HOUBBY  
IND

#17420 of James F. Brown et al  
Box 88 Chas.

THIS DEED, Made this 12th day of September, 1973, by and between the CITY OF CHARLESTON, a municipal corporation, party of the first part, and JAMES F. BROWN, III, and BENJAMIN B. BROWN, JR., as Trustees under the Benjamin B. Brown Family Trust, parties of the second part,

WHEREAS, by ordinance of the City of Charleston, passed on August 4, 1947, that portion of Brown Street lying between Reynolds Street and Elk River was officially closed and abandoned as a public street, and

ATTACHED

WHEREAS, the greater portion thereof, hereinbelow described, was by said ordinance thereby added to and became a part of the Reynolds Street Recreation Center, now known as the Charleston Civic Center, and

WHEREAS, said ordinance also granted to the adjacent owner, Benjamin B. Brown, the residue of said vacated Brown Street for the purpose of access to his property, and provided that, upon his consent and agreement to the closing of the street an apt and proper deed would be made, executed and delivered to said Benjamin B. Brown for the portion of said property granted to him, and

WHEREAS, by virtue of a trust agreement dated as of the 30th day of June, 1952, recorded in the office of the Clerk of the County Court of Kanawha County, West Virginia, in Deed Book 1008, page 75, the parties of the second part are the successors in interest to said Benjamin B. Brown, as owners of the property abutting on the southwest side thereof, and do by their joining in the execution of this deed give their consent and agreement as contemplated by said ordinance to the closing

of that portion of Brown Street, west of Reynolds Street;

THEREFORE, THIS DEED WITNESSETH: That the party of the first part, in consideration of the premises and pursuant to said ordinance, does hereby GRANT, CONVEY, and QUITCLAIM unto the parties of the second part, without warranty of any kind, all of its right, title and interest in the following parcel of land situate in the City of Charleston, Kanawha County, West Virginia:

↓ TO BENJ. BROWN

Beginning at the point that marks the intersection of the west line of Reynolds Street with the north line of Brown Street, said point being the northwest corner of the said street intersection, and thence running with the west line of Reynolds Street S. 47° 00' W. 43 feet, more or less, to the southwestern corner of Brown Street and Reynolds Street, said corner being the point that marks the intersection of the west line of Reynolds Street with the south line of Brown Street; thence running with the said south line of Brown Street N-48° 12'-W, 479 ft. more or less to a low water mark of Elk River; thence running up Elk River N-41° 48'-E, 8 ft. more or less to a point; thence leaving Elk River and running parallel to and 35 ft. from the north line of Brown Street and running with the rear line of the building now owned by Ben Brown and designated as No. "A" Virginia Street East and also the line of the ramp to said building S-48° 12'-E, 400 ft. to a point; thence leaving the parallel line and running with a diagonal line in Brown Street S-72° 00'-E, 86.7 ft. to the place of beginning;

The parties of the second part, as Trustees, do hereby release, quitclaim and convey, without warranty of any kind, all their right, title and interest to the City of

Charleston, party of the first part, in and to the following parcel of land situate in the City of Charleston, Kanawha County, West Virginia:

✓ TO CITY

Beginning at the point that marks the intersection of the west line of Reynolds Street with the north line of Brown Street, said point being the northwest corner of the said street intersection, and thence running on a diagonal line in Brown Street in a direction toward Virginia Street N-72° 00'-W, 86.7 to a point; thence running parallel to and 35 ft. from the north line of Brown Street, being also the line of the ramp and the rear line of the building now owned by Ben Brown and designated as "A" Virginia Street East, N-48° 12'-W, 400 ft. to low water mark of Elk River; thence running up Elk River N-41° 48'-E, 35 ft. to a point in the north line of Brown Street; thence leaving Elk River and running with the north line of Brown Street S-48° 12'-E, 479 feet to the place of beginning, by virtue of it having been a public street providing access to the property of said second parties between Reynolds Street and Elk River.

It is understood that said ordinance directed the City of Charleston to "make, execute and deliver an apt and proper deed to Benjamin B. Brown", predecessor in title to the parties of the second part, which was not done and that the Mayor of the City of Charleston executes and delivers this deed for the sole and only purpose of putting the City of Charleston in compliance with the terms of said ordinance.

IN WITNESS WHEREOF, The City of Charleston has caused its name to be signed hereto by its Mayor, thereunto duly authorized, and its corporate seal to be

affixed and attested by its Clerk thereunto duly authorized by virtue of that certain ordinance of the City of Charleston adopted August 4, 1947; and JAMES F. BROWN, III, and BENJAMIN B. BROWN, JR., as trustees of the Benjamin B. Brown Family Trust, have signed their names and affixed their seals hereunto this 12th day of September, 1973.

(corporate seal)

Attest

[Signature]  
City Clerk

CITY OF CHARLESTON

By

[Signature]  
Its Mayor



The Benjamin B. Brown Family Trust

By

[Signature] (SEAL)  
James F. Brown, III, Trustee

By

[Signature] (SEAL)  
Benjamin B. Brown, Jr., Trustee

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, Henrietta L. Cook, a notary public in and for said county, do certify that John G. Hutchinson, Mayor of the City of Charleston, West Virginia, a municipal corporation, who signed the name of the City of Charleston to the foregoing writing dated the 12th day of September, 1973, has this day, before me, in my said county acknowledged the same to be the act and deed of said corporation.

Given under my hand this 12th day of September, 1973.

My commission expires August 12, 1981.

[Signature]  
Notary Public in and for said County

STATE OF WEST VIRGINIA,  
COUNTY OF KANAWHA, TO-WIT:

I, Bruce E. Moss, a notary public in and for  
said county, do certify that JAMES F. BROWN, III, and BENJAMIN B. BROWN,  
JR., as trustees, who signed the name of THE BENJAMIN B. BROWN FAMILY  
TRUST to the foregoing writing dated the 12th day of SEPTEMBER,  
1973, have this day, before me, in my said county, acknowledged the same to be  
the act and deed of said THE BENJAMIN B. BROWN FAMILY TRUST.

Given under my hand this 13th day of SEPTEMBER, 1973.

My commission expires the 31st day of JANUARY, 1983.

This Document was prepared by:

City Attorney for  
City of Charleston

Bruce E. Moss  
Notary Public in and for said County

RECORDED  
73 SEP 13 PM 12:09  
JACK L. PAULEY  
CLERK COUNTY COURT  
KANAWHA COUNTY, W.VA.

STAMP TAX  
EXEMPTION CLAIMED

"DECLARATION OF CONSIDERATION OF VALUE"

The undersigned do hereby declare that the transfer involved in the document to which this  
declaration is appended is not subject to the State excise tax upon the privilege of transferring real es-  
tate for the reason-s designated as follows:

Consideration less than one hundred Dollars -

Given under my hand this 13th day of September, 1973

James F. Brown III  
(GRANTEE-S)  
Party presenting document for recordation.

Address: 1110 Kanawha Valley Bldg.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 43028

Form approved by State Tax Commissioner

This instrument was presented to the Clerk of the County  
Court of Kanawha County, West Virginia, on SEP 13 1973  
and the same is admitted to record.

Teste: Jack L. Pauley Clerk  
Kanawha County Court

AN ORDINANCE PROVIDING FOR THE CLOSING OF THAT PORTION OF BROWN STREET LYING BETWEEN REYNOLDS STREET AND ELK RIVER, AND THE ADDITION OF PART THEREOF TO THE REYNOLDS STREET RECREATION CENTER AND THE RESIDUE THEREOF TO BENJAMIN B. BROWN.

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

That portion of Brown Street lying north of and between Reynolds Street and Elk River, in the City of Charleston, West Virginia, be and the same is hereby closed and abandoned as a public street, and that the portion thereof described as follows; "beginning at the point that marks the intersection of the west line of Reynolds Street with the north line of Brown Street, said point being the northwest corner of the said street intersection, and thence running on a diagonal line in Brown Street in a direction toward Virginia Street N-72°00'-W, 86.7 to a point; thence running parallel to and 35 ft. from the north line of Brown Street, being also the line of the ramp and the rear line of the building now owned by Ben Brown and designated as "A" Virginia Street East, N-48°12'-W, 400 ft. to low water mark of Elk River; thence running up Elk River N-41°48'-E, 35 ft. to a point in the north line of Brown Street; thence leaving Elk River and running with the north line of Brown Street S-48°12'-E, 479 ft. to the place of beginning"; be added to and become a part of the Reynolds Street Recreation Center;

And that the residue thereof, described as follows; "beginning at the point that marks the intersection of the west line of Reynolds Street with the north line of Brown Street, said point being the northwest corner of the said street intersection, and thence running with the west line of Reynolds Street S-47°00'-W, 43 ft. more or less to the southwestern corner of Brown Street and Reynolds Street, said corner being the point that marks the intersection of the west line of Reynolds Street with the south line of Brown Street; thence running with the said south line of Brown Street N-48°12'-W, 479 ft. more or less to low water mark of Elk River; thence running up Elk River N-41°48'-E, 8 ft. more or less to a point; thence leaving Elk River and running parallel to and 35 ft. from the north line of Brown Street and running with the rear line of the building now owned by Ben Brown and designated as No. "A" Virginia Street East and also the line of the ramp to said building S-48°12'-E, 400 ft to a point; thence leaving the parallel line and running with a diagonal line in Brown Street S-72°00'-E, 86.7 ft. to the place of Beginning;" be and same is hereby granted to Benjamin B. Brown, the owner of the property abutting on the southwest side thereof, for the purpose of access to his said property, and in consideration to him for his consent and agreement to the closing of the residue of said street ( if and when granted), and that the City do make, execute and deliver an apt and proper deed to said Benjamin B. Brown for such portion of said property; all in accordance with and as shown, set forth and described upon the map thereof, made by H. L. Campbell, City Engineer, and attached hereto as part hereof."

Thereupon, Mr. Spilman moved the adoption of the foregoing ordinance and on motion duly seconded, the following members voted in the affirmative upon a call of the roll: Messrs.: Brown, Campbell, Christy, Coyle, Duff, Field, Gentry, Kidd, Mansour, Payne, Rippetoe, Shanklin, Spilman, Stubblefield, Timlin and Mr. Mayor ( R. Carl Andrews) -- 16.  
Those voting in the negative were: Messrs.: Asbury, Barth, Singleton --3.  
Those absent and not voting were: Messrs.: Kizer, McGuire, Powell --- 3.  
Those present and declining to vote: Mr. Kelly.--1.

A majority of the members elected to Council having voted in the affirmative the foregoing ordinance was declared adopted (passed) by the Mayor.

The following resolution was then read by the Clerk:

BE IT RESOLVED: That there shall be a prohibition placed on parking on any portion of Spring Hill Drive between the intersection of Spring Hill Drive with Piedmont Road and the gate leading into the Spring Hill Cemetery.

(signed) Barlow Funeral Home,  
Scales Funeral Home,  
Harden & Harden,  
Wilson Funeral Home,  
Simpson Funeral Home,  
Owen & Barth, and  
J. C. Campbell.

The adoption of the foregoing was moved by Mr. Singleton, seconded by Mr. Coyle. Upon discussion, Mr. Brown objected to the residents and property owners being prohibited from parking their cars in front of their places of abode and offered an amendment that parking be allowed between the hours of 5:00 p. m. and 9:00 a. m.. Mr. Barth seconded this amendment, which amendment prevailed, and thereupon, the Chair put the motion as amended to a vote, and same was adopted unanimously.

Mr. Coyle moved that this meeting be adjourned, which motion was duly seconded, and upon a call of the roll those voting in the affirmative were: Messrs.: Asbury, Barth, Brown, Campbell, Christy, Coyle, Duff, Field, Gentry, Kelly, Kidd, Kizer, Mansour, Payne, Rippetoe, Shanklin, Singleton, Spilman, Stubblefield, Timlin and Mr. Mayor (R. Carl Andrews)--- 20.

Those voting in the negative were:-- None.  
Those absent and not voting were: Messrs.: Kizer, McGuire and Powell -- 3.

A majority of the members of Council having voting in the affirmative, this meeting was declared adjourned.

*J. C. Campbell*  
City Clerk

*R. Carl Andrews*  
Mayor

\*\*\*\*\*

AN ORDINANCE PROVIDING FOR THE CLOSING OF THAT PORTION OF BROWN STREET LYING BETWEEN REYNOLDS STREET AND ELK RIVER, AND THE ADDITION OF PART THEREOF TO THE REYNOLDS STREET RECREATION CENTER AND THE RESIDUE THEREOF TO BENJAMIN B. BROWN.

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

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And that the residue thereof, described as follows; "beginning at the point that marks the intersection of the west line of Reynolds Street with the north line of Brown Street, said point being the northwest corner of the said street intersection, and thence running with the west line of Reynolds Street S-47°00'-W, 43 ft. more or less to the southwestern corner of Brown Street and Reynolds Street, said corner being the point that marks the intersection of the west line of Reynolds Street with the south line of Brown Street; thence running with the said south line of Brown Street N-48°12'-W, 479 ft. more or less to low water mark of Elk River; thence running up Elk River N-41°48'-E, 8 ft. more or less to a point; thence leaving Elk River and running parallel to and 35 ft. from the north line of Brown Street and running with the rear line of the building now owned by Ben Brown and designated as No. "A" Virginia Street East and also the line of the ramp to said building S-48°12'-E, 400 ft to a point; thence leaving the parallel line and running with a diagonal line in Brown Street S-72°00'-E, 86.7 ft. to the place of Beginning;" be and same is hereby granted to Benjamin B. Brown, the owner of the property abutting on the southwest side thereof, for the purpose of access to his said property, and in consideration to him for his consent and agreement to the closing of the residue of said street ( if and when granted), and that the City do make, execute and deliver an apt and proper deed to said Benjamin B. Brown for such portion of said property; all in accordance with and as shown, set forth and described upon the map thereof, made by H. L. Campbell, City Engineer, and attached hereto as part hereof."

Thereupon, Mr. Spilman moved the adoption of the foregoing ordinance and on motion duly seconded, the following members voted in the affirmative upon a call of the roll: Messrs.: Brown, Campbell, Christy, Coyle, Duff, Field, Gentry, Kidd, Mansour, Payne, Rippetoe, Shanklin, Spilman, Stubblefield, Timlin and Mr. Mayor ( R. Carl Andrews) -- 16. Those voting in the negative were: Messrs.: Asbury, Barth, Singleton --3. Those absent and not voting were: Messrs.: Kizer, McGuire, Powell --- 3. Those present and declining to vote: Mr. Kelly.--1.

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Those voting in the negative were:-- None. Those absent and not voting were: Messrs.: Kizer, McGuire and Powell -- 3.

A majority of the members of Council having voting in the affirmative, this meeting was declared adjourned.

*J. L. D. Hunter Jr.*  
City Clerk.

*R. C. Andrews*  
Mayor.

\*\*\*\*\*



Fields	Values
COUNCIL DATE	05-05-1947
DOCUMENT DESCRIPTION	
DOCUMENT DESCRIPTION II	

- AX
- CLERK
- New Query [2]
- CONTRACTS - CITY CONTRACTS
- New Query [1]

Full Text Search Results

Criteria

ITEM 7 OF 60

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COUNCIL DATE	DOCUMENT DESCRIPTION
09-05-1944	
05-05-1947	TABLE OF CONTENTS
09-05-1949	
10-03-1949	
10-17-1949	
11-07-1949	
01-16-1950	

MO?@AY, AUGUST 4, 1947  
 ..  
 REGULAR SESS1031.....

AN ORDINANCE PROVIDING FOR THE CLOSING OF THAT PORTION OF **BROWN STREET** LYING BETWEEN REYNOLDS STREET AND ELK RIVER, AND THE ADDITION OF PART THEREOF TO THE REYNOLDS STREET RECREATION CENTER AND THE RESIDUE THEREOF TO BENJAMIN B. BROWN.

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

That portion of **Brown Street** lying north of and between Reynolds Street and Elk River, in the City of Charleston, West Virginia, be and the same is hereby closed and abandoned as a public street, and that the portion thereof described as follows; "beginning at the point that marks the intersection of the west line of Reynolds Street with the north line of **Brown Street**, said point being the northwest corner of the said street intersection, and thence running on a diagonal line in **Brown Street** in a direction toward Virginia Street N-72°00'-W, 86.7 to a point; thence running parallel to and 35 ft. from the north line of **Brown Street**, being also the line of the ramp and the rear line of the building now owned by Ben Brown and designated as "A" Virginia Street East, N-48°12'-W, 400 ft. to low water mark of Elk River; thence running up Elk River N-41°48'-E, 35 ft. to a point in the north line of **Brown Street**; thence leaving Elk River and running with the north line of **Brown Street** S-48°12'-E, 479 ft. to the place of beginning"; be added to and become a part of the Reynolds Street Recreation Center;

And that the residue thereof, described as follow/s: "beginning at the point that marks the intersection of the west line of Reynolds Street with the north line of **Brown Street**,--said point being the northwest corner of the said street intersection, and thence running with the west line of Reynolds Street S-47°00'-W, 43 ft. more or less to the southwestern corner of **Brown Street** and Reynolds street, said corner being the point that marks the intersection of the west line of Reynolds Street with the south line of **Brown Street**; thence running with the said south line of Brown Street N-48°12'-W, 479 ft. more or less to low water mark of Elk River; thence running up Elk River N-41°48'-E, 8 ft. more or less to a point; thence leaving Elk River and running parallel to and 35 ft. from the north line of **Brown Street** and running with the rear line of the building now owned by Ben Brown and designated as No. "A" Virginia Street East and also the line of the ramp to said building S-48°42'-E, 400 ft to a point; thence leaving the parallel line and running with a diagonal line in **Brown Street** S-72°00'-E, 86.7 ft. to the place of Beginning;" be and same is hereby granted to Benjamin B. Brown, the owner of the property abutting on the south-west side thereof, for the purpose of access to his said property, and in consideration to him for his consent and agreement to the closing of the residue of said street ( if and when granted), and that the City" do make, execute and deliver an apt and proper deed to said Benjamin B. Brown for such portion of said property; all in accordance with and as show/n, set forth and described upon the map thereof, made by H. L. Campbell, City Engineer, and attached hereto as part hereof."

Thereupon, Mr. Spilman moved the adoption of the foregoing ordinance and on motion duly seconded, the following members voted In the affirmative upon a call of the roll: Messrs.: Brown, Campbell, Christy, Coyle, Duff, Field, Gentry, Kiddy Mansour, Payne,

THIS AMENDED LEASE, Made at the City of Charleston, Kanawha County, West Virginia, as of the 3rd day of DECEMBER, 1974, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, hereinafter referred to as "LESSOR", and DORIDON CORPORATION, a West Virginia corporation, hereinafter referred to as "LESSEE";

W I T N E S S E T H:

WHEREAS, the LESSOR and LESSEE had previously entered into a lease agreement, dated December 18, 1973, in which the LESSOR was to lease, for a period of thirty (30) years, the hereinafter described property to the LESSEE so that the LESSEE shall construct a parking garage facility on the said property; and,

WHEREAS, the parties hereto had subsequently entered into a Consent to Assignment of Lease and Clarification of Terms and Conditions of said lease dated April 24, 1974; and,

WHEREAS, the LESSEE has expressed to the LESSOR that due to financial conditions beyond its control, the LESSEE has had to redesign the motel/hotel complex, and that it no longer intends to construct a parking garage facility on the said premises of the LESSOR, and both parties desire and intend, by the lease, to amend the lease dated December 18, 1973, and cancel the Consent Agreement dated April 24, 1974; and,

WHEREAS, the LESSEE now intends to construct a 200 guest unit hotel/motel and other related facilities including a ground parking lot on property adjacent to the property hereinafter described; and,

LEASE 245 926  
Recorded In Above Book and Page  
12/20/1999 02:37:18 PM  
Alma Y. King  
County Clerk  
Kanawha County, WV  
Dead Tax 6.00  
Recording Fee 10.00  
TOTAL 16.00

DENNIS N. BROGLIO  
P.O. BOX 553  
CHARLESTON, WV 25322

WHEREAS, to serve the hotel/motel building and other related facilities, 120 parking spaces will be constructed on LESSOR'S property hereinafter described; and,

WHEREAS, the LESSOR hereby agrees to lease said property to the LESSEE upon the terms and conditions hereinafter contained;

NOW, THEREFORE, THIS AMENDED LEASE, WITNESSETH: That, for and in consideration of the mutual covenants and conditions hereinafter contained, the LESSEE agrees to pay for and construct a 120 unit parking lot upon the following described premises:

A certain tract or parcel of land located in Charleston, Kanawha County, West Virginia, containing 34,989.21 square feet and more particularly described as that area enclosed by yellow line on plat or map attached hereto as Exhibit "A".

The LESSOR does hereby demise, lease and let the above described premises unto LESSEE for and during the term of thirty (30) years beginning on the \_\_\_\_ day of \_\_\_\_\_, 1974, at and upon the terms and subject to the conditions, covenants, and stipulations herein expressed and declared of and concerning the same.

ARTICLE I. RENT

LESSEE shall pay to the LESSOR as rent, under the terms of this lease, the sum of Seventeen Thousand Seven Hundred Eighty-Four Dollars (\$17,784.00) per year, which rental shall be paid in installments as follows: One Thousand Four Hundred Eighty-Two Dollars (\$1,482.00) upon the granting of the Certificate of Occupancy, and One Thousand Four Hundred Eighty-Two Dollars (\$1,482.00) on the first day of each and every month thereafter until the termination of this

lease without delay, deduction or default. All rent shall be paid by a negotiable check at the City Collector's Office, City Hall, or such other place in the City of Charleston, West Virginia, as LESSOR may from time to time designate in writing giving the LESSEE ninety (90) days notice of the change desired. From the date of execution of this lease agreement to the date of issuance of the Certificate of Occupancy, the LESSEE shall pay to the LESSOR the sum of Four Hundred Thirty Dollars (\$430.00) per month.

ARTICLE II.

LESSEE covenants that the public shall have access across the subject parking lot on the leased premises to the Elk River at no charge to the public. LESSEE further covenants that it will not charge any rental for parking on the said parking lot on the leased premises, unless authorized by the LESSOR.

ARTICLE III. PARKING LOT

LESSEE shall construct upon the demised premises a parking lot to serve a hotel/motel building and other related facilities to be constructed by LESSEE on an adjacent tract of land. The parking lot to be constructed on the demised premises shall be constructed in accordance with plans and specifications approved by LESSOR, said approval, however, shall not be unreasonably withheld. Said construction of said parking lot shall be completed and in use upon the granting of the Certificate of Occupancy to the hotel/motel facility within three (3) years of the date of the commencement of construction of the said hotel/motel facility, whichever occurs first. LESSEE shall not be deemed in default with respect to the performance of the terms, covenants and conditions of this lease if the same be due to any strike, unreasonable weather, governmental restrictions, material shortages, Acts of God or other cause beyond control of LESSEE.

ARTICLE IV. REPAIRS AND MAINTENANCE

The LESSEE shall at all times during the term of this lease, at the expense of the LESSEE, keep and maintain said parking lot hereafter constructed on the above described premises, and all appurtenances thereunto belonging in good and substantial repair and in a clean and sanitary condition, reasonable wear and tear excepted, however, and shall comply with and conform to all legally constituted authorities in relation thereto. LESSEE shall be responsible for any defects of the said lot during the term of this lease, and shall save harmless the LESSOR from any claim, damages or injuries resulting from any defect of said lot.

The LESSEE further agrees to pay all insurance, taxes, if any, on all of its property on said lands of the LESSOR.

ARTICLE V. LESSEE TO OBEY LAWS, ETC.

The LESSEE shall promptly and faithfully obey and comply with all lawful requirements, rules, regulations, laws and ordinances of all legally constituted authorities in any manner affecting this lease, the above-described premises, and any improvements hereafter constructed on or about the same or the use thereof, existing of any time during the continuance of this lease (with the right, however, to contest the validity thereof in the manner and under the conditions herein provided with respect to contesting the validity of taxes, assessments and other liens). The LESSEE shall not knowingly permit any unlawful business, occupation or trade to be carried on upon the above-described premises or any use to be made of the same, or any part thereof, contrary to any valid law, regulation or ordinance governing the same.

ARTICLE VI. INSURANCE

At all times during the term of this lease, the LESSEE shall carry primary public liability insurance with limits of \$500,000.00 per person and \$1,000,000.00 per accident, Furthermore, at all times during the terms of this lease, the LESSEE shall carry an umbrella policy of \$10,000,000.00, and further that the LESSOR shall be named as an "additional insured" on LESSEE'S fire and extended coverage policy. LESSEE shall supply copies of said policies to the LESSOR. Furthermore, LESSEE shall indemnify and save harmless the LESSOR from all claims, demands and suits arising from any injury or damage to any person or property arising or occurring on the property that is subject of this lease.

ARTICLE VII. WASTE

The LESSEE will neither commit or permit waste upon the above described premises other than to the extent necessary for the purposes of construction of the said lot or buildings adjacent thereto.

ARTICLE VIII. SURRENDER OF PREMISES AT EXPIRATION

One Hundred Eighty (180) days prior to the expiration of the term of this lease, the parties hereto shall, in good faith, enter into negotiation for a new lease of the demised premises. If the parties hereto are unable to negotiate a new lease or if the parties hereto are prohibited by law from entering into a new lease then at the option of the LESSOR the LESSEE shall remove, at the LESSOR'S expense, the said improvements constructed on the demised premises.

ARTICLE IX. QUIET ENJOYMENT

If the covenants and agreements of this lease devolving upon and to be

performed by the LESSEE shall in all respects be observed and performed, the LESSEE shall have the peaceable possession and quiet enjoyment of said premises throughout said term, without the lawful let, hindrance or molestation of any person whomsoever, but subject to the conditions, restrictions and covenants of this lease.

ARTICLE X. MORTGAGEE'S RIGHTS

If the LESSEE mortgages the leasehold estate herein granted from LESSOR to LESSEE, the LESSOR agrees, notwithstanding any other provisions of this lease which are or may or might appear to be the contrary, that any such mortgagee of the leasehold estate shall have the right to cure any default of the LESSEE existing hereunder, and that the LESSOR will not terminate this lease for any reason whatsoever without giving any mortgagee (who has notified LESSOR of its mortgage) of this leasehold estate ninety (90) days written notice of LESSOR'S intention to so terminate. If the default of the LESSEE is curable by the mortgagee, the LESSOR will terminate this lease only by giving the mortgagee the option, within the ninety (90) days' period, to cure the default and if the default by the LESSEE is not curable by the mortgagee, the LESSOR covenants and agrees to within the ninety (90) days period or within a reasonable time thereafter to make and execute a new lease with the mortgagee for the unexpired term of this lease, the new lease to contain all the same terms, covenants, conditions and options as this original lease, including this term, covenant and condition.

ARTICLE XI. MODIFICATION OF LEASE

The LESSOR covenants and agrees not to change, alter or modify any

term, covenant or condition of this lease without the consent in writing of any mortgagee of the leasehold estate holding a first mortgage lien thereon of whose mortgage LESSOR has notice.

ARTICLE XII. RESTRICTIONS ON ASSIGNMENT

The LESSEE will not, except by way of mortgage of the leasehold estate to secure some actual indebtedness, claim or obligation, assign or transfer this lease unless (1) there be at the time of such assignment or transfer no existing default on the part of the LESSEE in the making of any payment or in the performance and observance of the covenants, agreements, obligations, terms and conditions to be performed and observed by the LESSEE hereunder; (2) the assignee of the lease shall in writing expressly assume all the obligations of the LESSEE hereunder; (3) the LESSEE shall have first delivered to the LESSOR, for inspection by the LESSOR, for a period of ten (10) days, a valid, binding and sufficient instrument of such assignment and assumption, which said instrument, being sufficient and proper in form, and shall be recorded within thirty (30) days from the time of the execution of such assignment, and (4) the LESSEE shall have delivered to the LESSOR a duplicate executed original of said instrument of assignment and assumption, and (5) written approval from LESSOR, which shall not be unreasonably withheld.

After an assignment made in conformity with the provisions hereof, the assignor shall not be further liable under this lease, but shall be free and discharged from any and every obligation hereunder, but thereafter all liability shall rest on the assignee.

ARTICLE XIII. COVENANTS TO BIND HEIRS, ETC.

All the covenants, agreements, stipulations, provisions, conditions and

obligations herein expressed and set forth shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns, of the LESSOR, LESSEE, and mortgagees, respectively, as fully as if such words were written whenever reference to LESSOR and LESSEE occurs in this lease.

ARTICLE XIV. NOTICES

All notices which may be proper or necessary for the parties hereto to serve upon each other may be effectually served by mailing same by United States Mail, prepaid and registered to the LESSOR at: Mayor's Office, City Building, Charleston, West Virginia and to the LESSEE at: 2220 Zandale Center, Lexington, Kentucky 40503.

Any new designation of mailing address or if any agent to receive said notices shall be made by the same method.

Any new designation by either party shall be effective if made by either party or by a majority in value of interest of the heirs, successors, or assigns, of either party.

Any notices required to be served or mailed to any mortgagees shall be mailed in the same manner, that is, prepaid and registered.

ARTICLE XV. APPROVALS

Any approvals required of the LESSOR prior or subsequent to the doing of any acts by the LESSEE, shall not unreasonably be withheld by the LESSOR notwithstanding any other terms, covenants, conditions or agreements herein contained.

ARTICLE XVI. SUBLETTING

The LESSEE shall have the right to sublet all or any of the demised premises for any lawful purpose subject to the provisions of Article XII hereof, only with the written consent of the LESSOR.

ARTICLE XVII. ESTOPPEL CERTIFICATE

LESSOR, within fifteen (15) days from and after written demand from LESSEE, shall, under oath, execute a certificate stating that (a) this lease is in full force and effect, and unmodified, that there are no known defenses or offsets to the enforcements of same, and that there are no known defaults on the part of LESSEE hereunder remaining uncured and uncorrected; or (b) the nature and extent of the lease modification, if any, the known defenses or offsets to the enforcements of some of the known defaults on the part of the LESSEE remaining uncured and uncorrected. If, within fifteen (15) days after written demand, the LESSOR has not specified in writing the modifications hereto, the known defenses or offsets to the enforcement of same or the known defaults on the part of the LESSEE remaining uncured and uncorrected, then, and in that event, it shall be conclusively presumed that there are none.

ARTICLE XVIII. CONDITIONS PRECEDENT

This lease shall be null, void and of no effect if the LESSEE shall be unable to obtain any of the following: (a) Financing for the construction of the proposed improvements on demised premises and permanent financing of the leasehold estate under terms acceptable to LESSEE; (b) All permits for the construction of the proposed improvements on the demised premises issued by any government authority; (c) Approval of planning and zoning commission and

any other government agency for the construction of a parking lot on the demised premises; (d) Report of satisfactory soilbearing tests, if any, allowing the construction of the proposed improvements on the demised property; (e) Opinion of counsel certifying that LESSOR is properly authorized and has fulfilled all of the legal requirements to enter into this lease; (f) Opinion of counsel certifying that LESSOR has an absolute, fee simple marketable title in and to the above demised premises.

ARTICLE XIX. RIGHT OF FIRST REFUSAL

During the term of this lease, if the LESSOR receives a bona fide offer to purchase said premises from some responsible third party and decides to accept same after following the procedures of Chapter 8, Article 12, Section 18 of the West Virginia Code, 1931, as amended, the LESSOR shall give to LESSEE the privilege of first refusal to purchase the said premises under the same terms or conditions provided LESSEE has bid on the property at said public auction.

ARTICLE XX. RESERVATION BY LESSOR

LESSOR shall have the right to enter upon the premises at any time, at no cost to LESSOR, upon thirty (30) days notice to lay, repair, install and maintain sewers or pipes.

In case of an emergency the thirty (30) days notice is hereby waived by LESSEE. It being understood that said repairs shall not affect the rental herein, unless said repairs take longer than fifteen (15) days, then adjustments shall be made according to the number of parking spaces affected and the number of days affected.

ARTICLE XXI.

Subject to the provisions of Article XVIII, LESSEE covenants that within thirty-six (36) months from the execution of this lease it will cause to be moved the existing Holiday Inn sign in front of Holiday Inn (Charleston House), 600 Kanawha Boulevard, East, to the site of the hotel/motel contemplated by this lease and the leased adjacent property provided, however, a smaller standard Holiday Inn sign may be constructed at the present site of the sign on Kanawha Boulevard in front of Charleston House if sign is legally proper and that a script sign saying "Holiday Inn" may be placed on each side of Holiday Inn's Charleston House, if said sign is proper; and provided further, that there be no objection by LESSOR to the erection of the moved sign on the leased premises if proper zoning requirements and construction permits are obtained.

ARTICLE XXII. MECHANICS' LIENS

LESSEE agrees that at least ten (10) days before any construction work, labor or materials are done, used or expended by LESSEE or on LESSEE'S behalf by any person, firm or corporation or by any contractor, that LESSEE shall enter into a written "no lien" agreement with the contractor or supplier who is to perform said work or finish said materials. A copy of this agreement shall be furnished LESSOR no later than five (5) days after the execution of the said agreement. Notwithstanding the foregoing, if any mechanics' or other lien shall be filed against the premises purporting to be for labor or material furnished or to be furnished at the request of the LESSEE, then LESSEE shall at its expense cause such lien to be discharged of record by payment, bond or otherwise, within ten (10) days after the filing thereof. If LESSEE shall fail to cause such lien to be discharged of record within such ten-day period, LESSOR

may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and LESSEE shall, upon demand, reimburse LESSOR for all amounts paid and costs incurred including attorneys' fees, in having such lien discharged of record. Any defense the LESSEE had against the lien holder shall not be asserted against the LESSOR if and when it becomes necessary that the LESSOR seek reimbursement from the LESSEE by reason of the LESSOR having to cause such lien to be discharged.

ARTICLE XXIII. DEFAULT

The occurrence of any of the following shall constitute a material default and breach of this lease by LESSEE:

- (a) The vacation or abandonment of the premises by LESSEE;
- (b) A failure by LESSEE to pay the rent reserved herein, or to make any other payment required to be made by LESSEE hereunder, where such failure continues for ten (10) days after written notice thereof from LESSOR to LESSEE;
- (c) A failure by LESSEE to observe and perform any other provisions or covenants of this lease to be observed or performed by LESSEE where such failure continues for thirty (30) days after written notice thereof from LESSOR to LESSEE provided, however, that if the nature of the default is such that the same cannot reasonably be cured within such thirty-day period, LESSEE shall not be deemed to be in default if LESSEE shall within such period commence such cure and thereafter diligently prosecute the same to completion;
- (d) The making by LESSEE of any assignment for the benefit of creditors; the adjudication that LESSEE is bankrupt or insolvent; the filing by or against possession of substantially all of LESSEE'S assets located in the premises or of

LESSEE'S interest in this lease (unless possession is restored to LESSEE within thirty (30) days after such appointment); or the attachment, execution or levy against, or other judicial seizure of, substantially all of LESSEE'S assets located in the premises or of LESSEE'S interest in this lease (unless the same is discharged within thirty (30) days after issuance thereof).

LESSOR shall not be deemed to be in default in the performance of any obligation required to be performed by LESSOR hereunder unless and until it has failed to perform such obligation within sixty (60) days after written notice thereof from LESSEE to LESSOR; provided, however, that if the nature of LESSOR'S obligation is such that more than sixty (60) days are required for its performance, then LESSOR shall not be deemed to be in default if it shall commence such performance within such sixty-day period and thereafter diligently prosecutes the same to completion.

ARTICLE XXIV. REMEDIES

In the event of any material default or breach of this lease by LESSEE as set forth in Article XXIII hereof, LESSOR, at its option, may terminate this lease upon and by giving written notice of termination to LESSEE, or LESSOR, without terminating this lease, may at any time after such material default or breach, without notice or demand additional to that provided in Article XXIII hereof, and without limiting LESSOR in the exercise of any other right or remedy which LESSOR may have by reason of such default or breach (other than the aforesaid right of termination), exercise any one or more of the remedies hereinafter provided in this Article or as otherwise provided by law, all of such remedies (whether provided herein or by law) being cumulative and not exclusive:

(a) LESSOR may enter the premises (with or without process of law and without thereby incurring any liability to LESSEE and without such entry being constituted an eviction of LESSEE or termination of this lease) and take possession of the premises and all personal property of every kind on the premises, and LESSOR may (i) apply against the accelerated rent and the expenses, including attorneys' fees, which LESSOR may have incurred in connection with such repossession, either the value of such personal property or the proceeds, after selling expenses, from the sale of such personal property, whichever LESSOR chooses to do, and (ii) at any time and from time to time relet the premises or any part thereof for the account of LESSEE, for such terms, upon such conditions and at such rental as LESSOR may deem proper. In the event of such reletting, (i) LESSOR shall receive and collect the rent therefrom and shall first apply such rent against such expenses as LESSOR may have incurred in recovering possession of the premises, placing the same in good order and condition, altering or repairing the same for reletting, and such other expenses, commissions and charges, including attorneys' fees, which LESSOR may have paid or incurred in connection with such repossession and reletting, and then shall apply such rent against the accelerated rent, and (ii) LESSOR may execute any lease in connection with such reletting in LESSOR'S name or in LESSEE'S name, as LESSOR may see fit, and the LESSEE of such reletting shall be under no obligation to see to the application by LESSOR of any rent collected by LESSOR, nor shall LESSEE have any right to collect any rent under such reletting. No re-entry by LESSOR shall be deemed to be an acceptance of a surrender by LESSEE of this lease or of the premises.

ARTICLE XXV. WAIVER

Subject to the provisions of Article XVII, the failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in this lease shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this lease or any part hereof, or the right of the party to thereafter enforce each and every such provision, right or remedy. No waiver of any breach of this lease shall be held to be a waiver of any other or subsequent breach. The receipt by LESSOR of rent at a time when the rent is in default under this lease shall not be construed as a waiver of such default. The receipt by LESSOR of a lesser amount than the rent due shall not be construed to be other than a payment on account of the rent then due, nor shall any statement on LESSEE'S check or any letter accompanying LESSEE'S check be deemed an accord and satisfaction, and LESSOR may accept such payment without prejudice to LESSOR'S agents or employees during the term of this lease. No act or thing done by LESSOR or LESSOR'S agents or employees during the term of this lease shall be deemed an acceptance of a surrender of the premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by LESSOR.

ARTICLE XXVI. GOVERNING LAW

This lease shall be construed, governed and enforced in accordance with the laws of the State of West Virginia and the City of Charleston. Furthermore, LESSEE agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the demised premises and the use thereof.

ARTICLE XXVII. SEPARABILITY

If any provisions of this lease shall be held to be invalid, void or

unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

ARTICLE XXVIII. CAPTIONS

Captions, titles or exhibits and riders and the table of contents to this lease are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope of intent of the various provisions of this lease.

ARTICLE XXIX. GENDER

As used in this lease, the word "person" shall mean and include, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean to include any other gender.

ARTICLE XXX. EXECUTION

This lease shall become effective when it has been signed by a duly authorized officer or representative of each of the parties and delivered to the other party. This lease is being executed simultaneously in duplicate counterparts, one of which shall be delivered to LESSEE. Each of such fully executed counterparts shall be deemed original and it shall not be necessary in making proof of this lease to produce or account for more than one such counterpart.

ARTICLE XXXI. ENTIRE AGREEMENT

This lease, including the Exhibits and any Riders hereto, contains all the agreements, conditions, understandings, representations and warranties made

between the parties hereto with respect to the subject matter hereto, and may not be modified orally or in any manner other than by an agreement, in writing, signed by both parties hereto or their respective successors in interest.

For and in consideration of all of the aforesaid, the LESSOR and LESSEE have hereunto set their hands this the 16th day of DECEMBER, 1974.

DORIDON CORPORATION, a corporation,

By *Frank Peale*  
Its President

LESSEE

ATTEST:

*H. G. Quincy, Jr.*  
Secretary

THE CITY OF CHARLESTON, a municipal corporation,

By *John B. Johnston*  
Its Mayor

LESSOR

ATTEST:

*Harriet R. Cayle*  
Clerk

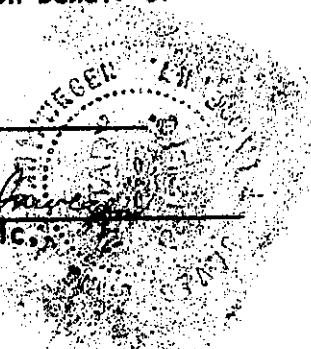
STATE OF KENTUCKY,

COUNTY OF Fayette, to-wit:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 1974, by Don K. Poole, the President of Doridon Corporation, a West Virginia corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_ MY COMMISSION EXPIRES JUNE 22, 1978

Jane L. Van Ameringen  
Notary Public



STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 1974, by John G. Hutchinson, the Mayor of the City of Charleston, a municipal corporation, on behalf of the corporation.

My commission expires October 16 1984

Robert R. Hays  
Notary Public

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on \_\_\_\_\_ and the same is admitted to record.

DEC 20 1974

Teste: Alma J. [Signature]  
Clerk  
Kanawha County Commission

Resolution No. 773-23

Introduced in Council:

Adopted by Council:

February 21, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 773-23 - Authorizing the Mayor or City Manager to enter into a lease agreement  
2 with Komax for the leasing of copier for various City departments, at an equipment cost not to  
3 exceed \$5,500 per month for 60-months plus the cost of printing per page as set forth on the  
4 attached exhibit.

5

6 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 lease agreement with Komax for  
9 the leasing of copier for various City departments, at an equipment cost not to exceed \$5,500  
10 per month for 60-months plus the cost of printing per page as set forth on the attached exhibit.

	PROSOURCE	KOMAX	SUPERIOR
Group 1- Monthly Lease Amount	\$55.9600	\$41.4900	\$55.7600
Group 1- B&W Print Cost Each	\$0.0049	\$0.0050	\$0.0100
Group 2- Monthly Lease Amount	\$74.5400	\$45.0900	\$57.2800
Group 2- Color Print Cost Each	\$0.0400	\$0.0350	\$0.0600
Group 2- B&W Print Cost Each	\$0.0049	\$0.0050	\$0.0070
Group 3- Monthly Lease Amount	\$60.8300	\$51.3100	\$71.0500
Group 3- Color Print Cost Each	No Bid	No Bid	No Bid
Group 3- B&W Print Cost Each	\$0.0049	\$0.0032	\$0.0070
Group 4- Monthly Lease Amount	\$75.3700	\$56.3400	\$105.6000
Group 4- Color Print Cost Each	\$0.0400	\$0.0280	\$0.0400
Group 4- B&W Print Cost Each	\$0.0049	\$0.0045	\$0.0070
Group 5- Monthly Lease Amount	\$147.2900	(1)\$97.05 OR (2) \$67.97 (ALTERNATE)	\$149.1100
Group 5- Color Print Cost Each	\$0.0400	\$0.0280	\$0.0400
Group 5- B&W Print Cost Each	\$0.0049	\$0.004 OR \$0.0045	\$0.0070
Group 6- Monthly Lease Amount	(1) \$1170,(2) \$325.00, (3) 195.00 (4)648.00 ALTERNATIVES	(1) \$1375.76 OR (2) \$901.38 (ALTERNATE)	\$855.0000
Group 6- Color Print Cost Each	(1,3& 4) \$0.035	\$0.0400	\$0.0400
Group 6- B&W Print Cost Each	(1) \$0.032. (2) \$0.0035 (3& 4)\$0.0039	\$0.0090	\$0.0070
Optional Accessories- Stapler up to 100	Included	OPTIONAL PER GROUP-Varies according to Machine Type	OPTIONAL PER GROUP- Varies according to Machine Type
Optional Accessories-Paper Tray, Cost Per Tray	Included	OPTIONAL PER GROUP-Varies according to Machine Type	OPTIONAL PER GROUP- Varies according to Machine Type
KIP 860 Machine (or Equal)	\$596.6300	\$596.2200	\$188.9400
LOCAL VENDOR PREFERENCE	REQUESTED	REQUESTED	REQUESTED

Resolution No. 774-23

Introduced in Council:

Adopted by Council:

February 21, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 774-23 - Authorizing the Mayor or City Manager to contract with Hartford for  
2 medical and prescription drug coverage for the post-65 Medicare eligible retiree health plan at  
3 a set cost per member per month for the plan year starting July 1, 2023.

4

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

6

7 That the Mayor or City Manager is authorized to contract with Hartford for medical and  
8 prescription drug coverage for the post-65 Medicare eligible retiree health plan at a set cost per  
9 member per month for the plan year starting July 1, 2023.

# PMPM Rates for period:

All eligible retirees and their dependents age 65+, all who are enrolled in Medicare Parts A and B

City Only	Projection period: 07/2023-06/2024	
	Self Funded - Current Plan	Hartford
	In-Network	
<u>rate guarantee</u>		18 months w/ 5% renewal cap for 1/1/25
<u>Medical</u>		
\$300 Ded - Current plan	\$207.29	\$181.00

<u>Prescription Drugs</u>	ESI Rx	
<u>rate guarantee</u>		6 months w/3% renewal cap for 1/1/24 and 1/1/25
Deductible	\$50	\$50
Generics	\$5 +20% of balance	\$5 +20% of balance
Preferred Brand	\$20 + 20% of balance	\$20 + 20% of balance
Non-preferred Brand	\$35 + 20% of balance	\$35 + 20% of balance
Specialty Meds	20% / max of \$100	20% / max of \$100
	\$242.76	\$130.50

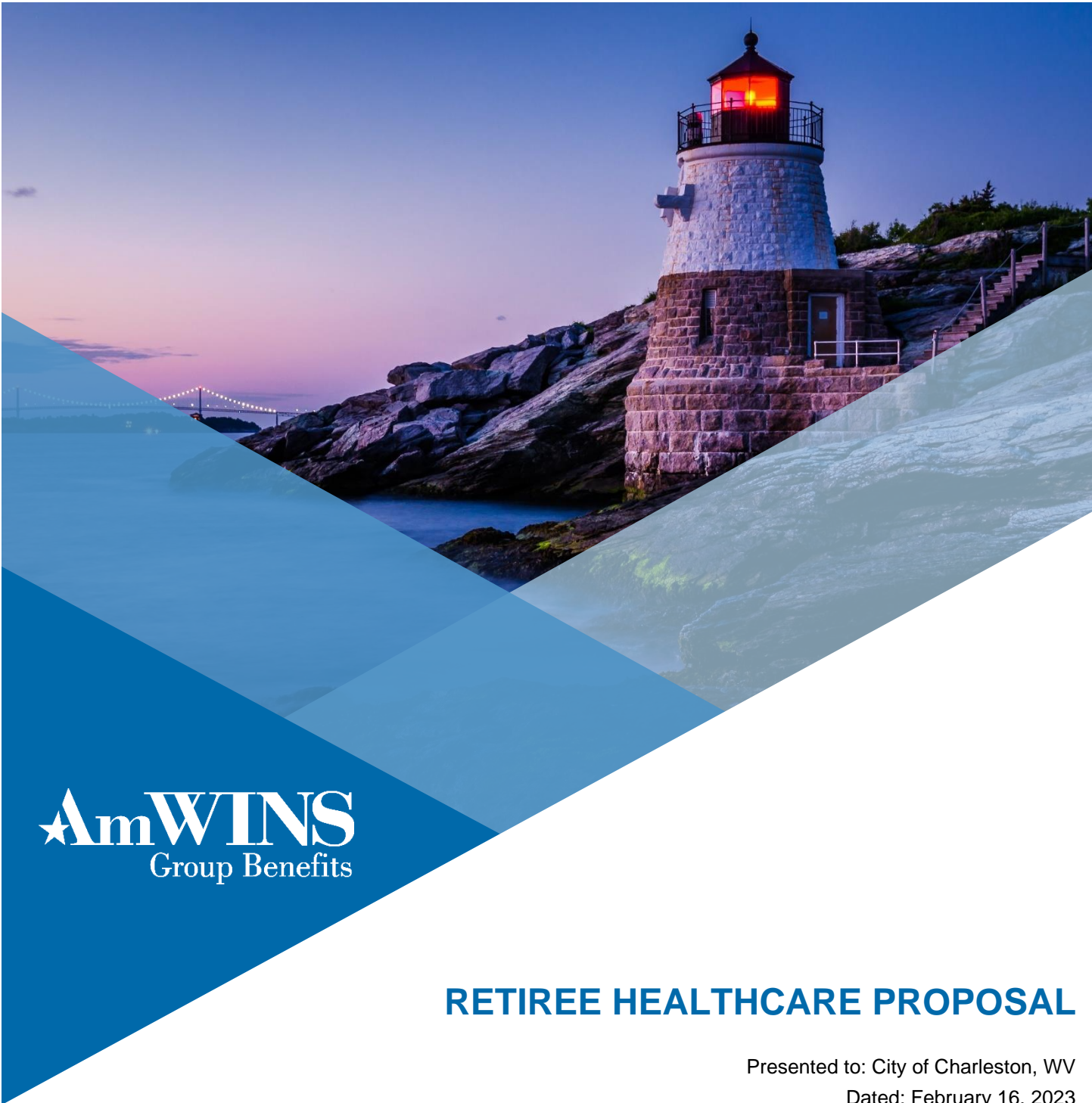
<u>Medical and Rx</u>		
\$300 Ded - Current plan	\$450.05	\$311.50

<u>Medical and Rx Annual Projected Cost (based on 498 mbrs)</u>		
\$300 Ded - Current plan	\$2,689,493	\$1,873,222

<u>Annual Cost Difference from Current plan</u>		
\$300 Ded		-\$816,271

Total estimated annual cost for Projection Period 07/2023-06/2024		
	Current Plan Design	Hartford
		\$300 deductible Plan
Total annual cost	\$2,689,493	\$1,873,222
Estimated runout paid for termed contract	-	\$171,534
<b>Total annual costs incl runout</b>	<b>\$2,689,493</b>	<b>\$2,044,756</b>
Plus add'l est. THP Administrative Cost for Pre-65 Only Contract (\$7 PEPM incr.)		\$19,824
		<b>\$2,064,580</b>
	<b>First Year Cost Difference</b>	<b>-\$624,913</b>

Total estimated annual cost for Projection Period 07/2024-06/2025		
Projected rates based on:	Current Plan Design	Hartford
7% Medical and Rx trend for self-funded / 5% trend for fully insured		\$300 deductible
	\$2,954,329	\$1,935,357
Plus add'l est. THP Administrative Cost for Pre-65 Only Contract (\$7 PEPM incr.)		\$19,824
		<b>\$1,955,181</b>
	<b>Second Year Cost Difference</b>	<b>-\$999,148</b>



**AmWINS**  
Group Benefits

# RETIREE HEALTHCARE PROPOSAL

Presented to: City of Charleston, WV  
Dated: February 16, 2023

The information contained within this document is confidential and time sensitive.  
It is for use by the intended recipients and should not be disseminated outside the organization.



ON YOUR TEAM.



Thank you for the opportunity to present our Retiree Benefit Program Proposal. As we discussed during our planning meetings with you, the desired goals regarding your current retiree plan are as follows:

- Lower retiree plan cost and liabilities
- Transfer medical and Rx claims risk
- Outsource administrative services
- Allow retirees access to advocacy services and support
- Offer retirees more plan choices

Our retiree proposal provides strategies and solutions to assist you in achieving these goals.

For over 25 years Amwins Group Benefits has invested significant time researching the insurance marketplace, partnering with national carriers and developing solutions that provide unique programs for employers throughout the country. Our retiree program includes comprehensive retiree administration, outstanding customer service, and an entire organization committed to serving your current and future retirees at a lower cost. That is why over 900 employer groups have entrusted their retiree plans to Amwins.

Our success is the result of two plus decades of dedication and evolving experience.

On behalf of the entire Amwins team, we look forward to working with you.

Sincerely,

*James S. Ball*

Jim Ball  
Senior Vice President  
Amwins Group Benefits, LLC  
T: 704.749.2707  
E: [jim.ball@amwins.com](mailto:jim.ball@amwins.com)





Amwins Group Benefits, LLC is delighted to have the opportunity to respond to your request for a retiree health administration program that will reduce costs, outsource administration and provide your organization and its retirees with knowledgeable, compassionate customer service.

I am proud to lead an organization that emphasizes quality customer service at every interaction. We call this our **Culture of Care**. By communicating effectively within our organization, we are better able to serve your organization.

Amwins invests heavily in technology to allow for efficient, accurate and effective communication throughout the organization. However, it is our selective hiring process that allows us to create an environment in which employees strive to help each other, using the available technology as well as engaging in face-to-face meetings or daily cube “pop-ins.” It is also the reason we’ve been able to adapt and thrive despite the current “work from home” conditions caused by COVID-19.

With more than 25 years of retiree health insurance experience, a team of employees passionate about providing great customer service, and the technology to communicate information quickly and accurately, I am confident Amwins can be your retiree health insurance administrator.

On behalf of our entire Amwins team, we look forward to working with you to deliver a solution that helps your organization and its retirees for years to come.

Sincerely,

Scott King  
President  
Amwins Group Benefits, LLC  
T: 401.734.4112  
E: [scott.king@amwins.com](mailto:scott.king@amwins.com)



# DELIVERING THE SOLUTIONS YOUR ORGANIZATION NEEDS

Our culture and focus on collaboration positions Amwins to successfully facilitate all retiree healthcare administration on behalf of your organization. Our proprietary solution, Retiree Benefit Advantage™ enhances communication between brokers, carriers, clients and any other stakeholders to maximize value for your retiree population. Regardless of the number of retirees you have and the types of challenges you face, we'll evaluate the situation and make recommendations to deliver a program to meet your needs. By implementing a better solution that addresses immediate and long-term organizational needs, we are confident we will also meet your retirees' expectations by providing outstanding coverage and care throughout their retirement.

As an Amwins client, you can be assured our solutions will provide:

Greater value and cost savings over your current plan

Seamless integration and minimal retiree disruption

Comprehensive insurance plans

A **Culture of Care** across your entire organization



# CULTURE OF CARE

★AmWINS  
Group Benefits



# CULTURE OF CARE

From the first consultation to ongoing customer service, Amwins' Retiree Benefit Advantage™ combines the power of an entire organization of employees passionate about serving our clients and their retirees. This **Culture of Care** has been the core of our DNA since our inception in 1991.

## That means...

- Representatives who know how to **work closely with retirees** who have vision or hearing deficiencies
- Representatives who always **pay attention to the “little things”** – like a retiree's upcoming birthday or other family milestones
- Retirees receive **direct phone extensions** for immediate contact with a dedicated Benefit Specialist instead of having to deal with annoying phone menu trees
- Working with a company where its employees constantly support each other to ensure that you and your retirees receive the **best possible service and support**
- Consistently enjoying warm, friendly interactions with knowledgeable professionals who simplify complex Medicare products and **advocate on behalf of retirees** throughout the year



# CULTURE OF CARE

Amwins' commitment to service has enabled us to generate an extensive list of long-term, highly satisfied Retiree Benefit Advantage™ clients. But what does this really mean for you – a first time client?

It means **THREE** things:

1

We have thought deeply about our customer service model and have a detailed vision for what we want to provide to your organization.

2

You can count on us understanding your needs. We will ask questions and, most importantly, we will listen to what you have to say.

3

We consistently go above and beyond in everything we do for you. This approach is ingrained in everyone from our executive leaders to our newest hires.

## CAN WE HELP? YES, WE CAN!



# CULTURE OF CARE

## Retiree Service

The importance of selecting appropriate health benefits for your physical and financial needs – along with the complexity of Medicare guidelines – can be overwhelming for retirees. Amwins Benefit Specialists are ready to assist retirees and their families with the information necessary to ensure a smooth enrollment experience.

## Training

Benefit Specialists receive significant training on Medicare, insurance licensing, CMS licensing, client-specific guidelines and working with individuals who have vision, hearing or diminished mental faculties.

## Experience

Our Benefit Specialists average five years of experience. Amwins' team concept groups junior and senior Benefit Specialists for improved knowledge sharing.

## Compassion

Our Benefit Specialists understand the importance of clear communications, patience and compassion when talking with retirees. Many assist their Medicare-age family members first-hand. Our virtual hand-holding is central to our **Culture of Care**.

## Advocacy

Benefit Specialists are ready to advocate for your retirees. We will communicate with doctors, pharmacies and insurance companies to achieve the best possible outcome, removing the stress and burden from the retiree.



## CULTURE OF CARE

Culture is a critical component of what makes Amwins unique. While the team supporting Retiree Benefit Advantage™ is comprised of many individuals with diverse experiences and knowledge bases, our culture is very clearly aligned throughout the organization.

At Amwins, we work “On Your Team” and are committed to collaboration and never settling for the status quo. Our unwavering commitment to expert service consistently surpasses expectations.

# 97%

Calls answered within 30 seconds

# 80%

Retiree calls completed in under 8 minutes

# 5%

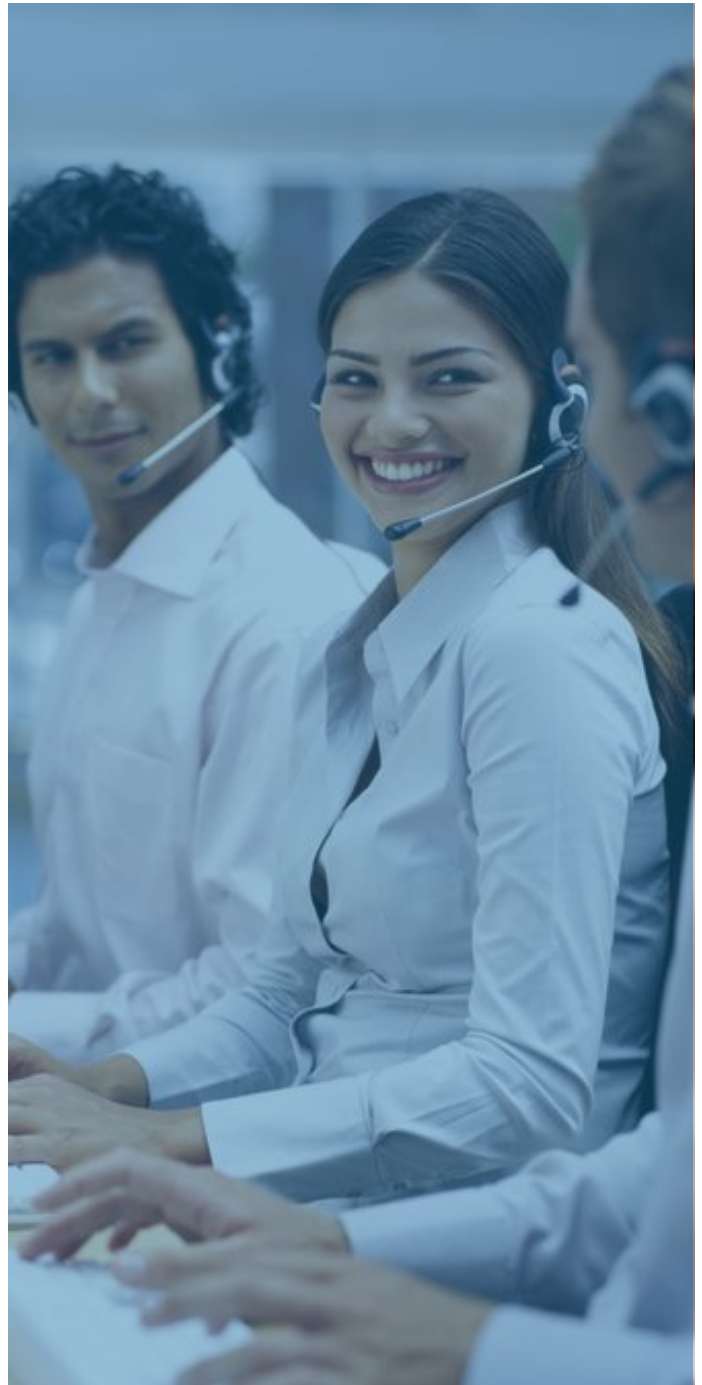
Retiree calls requiring more than 30 minutes

# 25%

Retiree issues requiring an outbound call by the Benefit Specialists

# 100%

Representatives are dedicated Medicare Benefit Specialists to assist retirees



# TAKING CARE OF OUR CLIENTS

More than 900 organizations in various industries and across the United States trust Amwins Group Benefits to handle their retiree health care administration. A partial client list is shared below.



## MEETING OUR CLIENTS' NEEDS

After more than 20 years of providing retiree healthcare solutions and outstanding customer service, we are proud of these achievements attained while assisting Retiree Benefit Advantage™ clients and retirees every day.

# #1

Insurance wholesaler in the United States

# 6,000+

Employees passionate about what they do

# 250,000+

Retirees served

# 78

Average age of our retirees

# 900+

Retiree group clients administered



# RETIREE HEALTHCARE SOLUTIONS

**AmWINS**  
Group Benefits



# The Amwins SOLUTION: RETIREE BENEFIT ADVANTAGE™

Amwins Group Benefits is pleased to offer our proprietary Retiree Benefit Advantage™ program to meet the healthcare challenges of your employees as they transition into Medicare and throughout their retirement.

Understanding the importance of providing access to quality healthcare benefits, our program was created to offer a Medicare concierge service to help seniors understand Medicare and cut through the clutter and confusion often associated with their health plan decisions. Retiree Benefit Advantage™ will provide seniors with in-depth consultations, expert advice to evaluate their group healthcare options, a simplified enrollment process and professional services delivered by experienced and dedicated Benefit Specialists.

With this program retirees will have access to experienced Medicare Benefit Specialists who will help them:

- Understand Medicare and how it works with their Group Retiree Healthcare offering
- Understand the new benefits and how they will work with their providers
- Facilitate their enrollment process
- And advocate for them throughout their retirement

Retiree Benefit Advantage™ truly provides retirees outstanding customer service as they navigate through the group healthcare plan offering. Utilizing more than 25 years of industry knowledge and administrative experience, it is our goal to provide accurate, informative and leading-edge consultation to your retirees. We will become an integral member of your team, giving you the ability to provide this extraordinary benefit to your former employees and ensure they have the proper healthcare protection after they retire.

By partnering with Amwins you will be able to provide these valuable benefits while outsourcing your retiree plan administration at no cost to your organization.

All the components of Retiree Benefit Advantage™ outlined in this section will help you understand why offering this valuable program as a new employee health benefit will not only help you attract and retain employees but will give them the tools and resources they will need in the future.

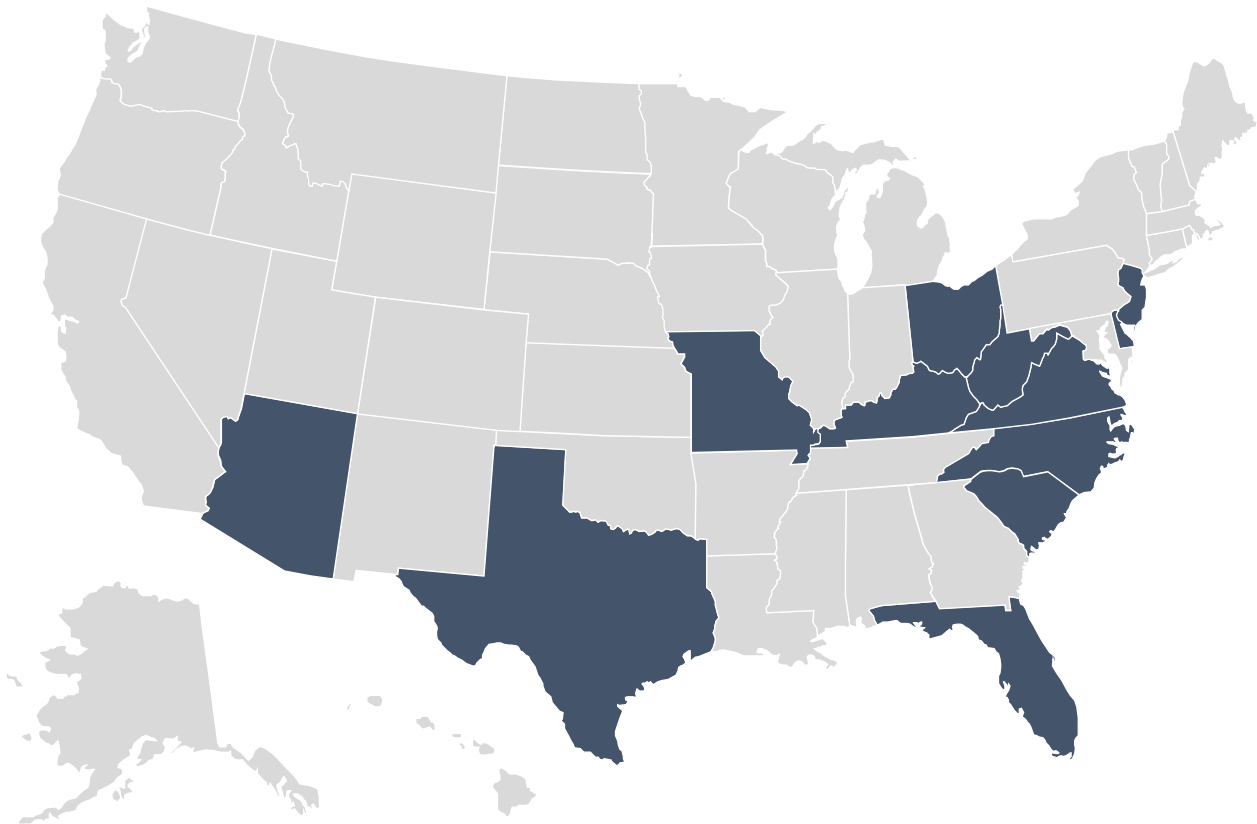


# UNDERSTANDING YOUR RETIREE DEMOGRAPHIC

Retirees can vary in age by as much as 40 years or more yet are typically grouped as a single demographic. This age disparity makes it challenging to build a program catered to retirees whose physical, mental and financial health can vary significantly.

Amwins analyzes your retiree data and crafts the optimal health insurance plan, negotiating with leading insurance companies to create custom plans that mirror or exceed your current offering, usually at a lower price. Our program can also include additional plan selections from the individual Medicare marketplace, ensuring every retiree will select a plan that meets their unique needs.

**A snapshot of your information is below:**



## MEDICARE ELIGIBLE RETIREES AND DEPENDENTS:

### BREAKDOWN BY AGE:

65-69	70-74	75-79	80-84	85-89	90+
190	157	84	72	25	12

**TOTAL RETIREES: 540**

**MEDICARE ELIGIBLE AVERAGE AGE: 72**

# GROUP MEDICAL PLAN G \$300 OPTION

Underwritten by: The Hartford Life and Accident Insurance Company

The proposed plan option below provides a summary of the amount retirees would pay for deductibles and annual out-of-pocket expenses if enrolled in any of the following proposed supplemental plans.

## \$300 DEDUCTIBLE

Medicare Part A <i>Hospital Services</i>	Original Medicare Pays	Retiree Pays <i>(With Original Medicare)</i>	Retiree Pays
Part A Deductible (First 60 Days)	\$0	\$1,600	\$0
<u>Part A Coinsurance Amounts</u>			
61 through 90 Days	All but \$400/day	\$400/day	\$0
91 through 150 Days (60 Day Lifetime Reserve Period)	All but \$800/day	\$800/day	\$0
Once Lifetime Reserve days are used (or would have ended if used) additional 365 days of confinement per person per lifetime	\$0	\$0	\$0
Beyond the Lifetime Reserve Days	\$0	All Costs	All Costs
<u>Skilled Nursing Facility</u>			
Days 1-20	All approved amounts	\$0	\$0
Days 20-100	All but \$200/day	\$200/day	\$0
Medicare Part B <i>Medical Services</i>	Original Medicare Pays	Retiree Pays <i>(With Original Medicare)</i>	Retiree Pays
Calendar Year Deductible (Part B Services)	\$0	\$0	\$300
Remainder of Medicare Approved Amounts	80%	20%	\$0 after Deductible
Doctor's Office/Out-Patient Care	80%	20%	\$0 after Deductible
Emergency Room	80%	20%	\$0 after Deductible
Part B Excess Charges	\$0	All Costs	\$0 after Deductible
<u>Foreign Travel (Emergency Care Only)</u>			
Deductible Amount	\$0	100%	\$250 then 20% (\$50,000 lifetime max)

The above deductible and coinsurance amounts are for the 2023 calendar year and are subject to change each year. Benefits will not be paid for any expenses which are not determined to be Medicare Eligible Expenses by the Federal Medicare Program or its administrators, except as otherwise specified. For complete details please see the Master Policy. This policy's renewability, cancellability and termination provisions are at the option of the group policy holder except in cases of nonpayment of premium. 272489



# GROUP MEDICAL PLAN G \$300 MONTHLY RATE

7/1/23 – 12/31/24 (18-month rate guarantee)

Plan	Hartford Life and Accident Insurance Company
<b>\$300 Part B Deductible</b>	<b>\$181.00</b>

Retirees from FL may have a different plan and rate.

Rates are guaranteed from 7/1/23 – 12/31/24 with a renewal rate cap of 5% effective for plan year 2025.

## GROUP MEDICARE PART D PRESCRIPTION DRUG PLAN OPTIONS

Underwritten by Express Scripts Medicare

	30 Day Retail	90 Day Retail/Mail Order
<b>Monthly Rate</b>	<b>\$130.50</b>	
Annual Deductible	\$50.00	
Tier 1: Generic	\$5 plus 20% of balance	\$10 plus 20% of balance
Tier 2: Preferred Brand	\$20 plus 20% of balance	\$40 plus 20% of balance
Tier 3: Non-Preferred Brand	\$35 plus 20% of balance	\$70 plus 20% of balance
Tier 4: Specialty	20% (maximum \$100)	20% (maximum \$200)
Coverage in Gap*:	Full Coverage – same copays as above	
Catastrophic Coverage Level: \$7,400+	Greater of 5% or \$4.15 for generic and multi-source drugs. Greater of 5% or \$10.35 for all other covered drugs with a maximum of the copays listed above.	

Rates are guaranteed from 7/1/23 – 12/31/24 with a renewal rate cap of 3% effective for plan year 2025.

## COMBINED MEDICAL AND DRUG RATES

Medical & Rx	Hartford/ESI
<b>Plan G \$300 Deductible</b>	<b>\$311.50</b>

Amounts are inclusive of all services performed by Amwins Group Benefits, insurance premiums and non-insurance costs. Non-insurance costs may include Claims Administration services provided by Amwins Group Benefits, LLC, a division of Amwins Group, Inc.



# CONTINGENCIES

This proposal is based on information provided to Amwins Group Benefits by the client, broker and carrier(s). In the event of a discrepancy, policy rules will govern. The following contingencies are noted below:

1. Group Retiree Medical and Prescription Drug Plans are offered on a calendar year basis. Plan design and rates are valid from July 1, 2023 through December 31, 2024 and are subject to change each year. Medicare Supplement Plan design and rates are contingent on specific state regulations.
2. Minimum participation is 90%/two (2) Medicare eligible individuals, age 65 or older.
3. All eligible retirees and their dependents (age 65 and over) must be enrolled in Medicare Parts A & B.
4. Residents of (Hartford standalone) FL will be provided with state-specific medical plans and rates.
5. Retirees choosing the group options will be enrolled in Medicare Part D through the Medicare Part D Prescription Drug Plan.
6. All eligible retirees and spouses will be enrolled within 31 days of the effective date. All future retirees should enroll within 31 days of their 65<sup>th</sup> birthday or retirement date.
7. Additional retirees could be added to the program, either with employer contributions or on a fully voluntary basis.
8. Amounts shown are inclusive of insurance rates and services performed by Amwins Group Benefits for Eligibility Management, Communications, Enrollment, Marketing, Claims Servicing, Billing & Collection and Customer Service.



# IMPLEMENTATION AND ADMINISTRATION

**AmWINS**  
Group Benefits



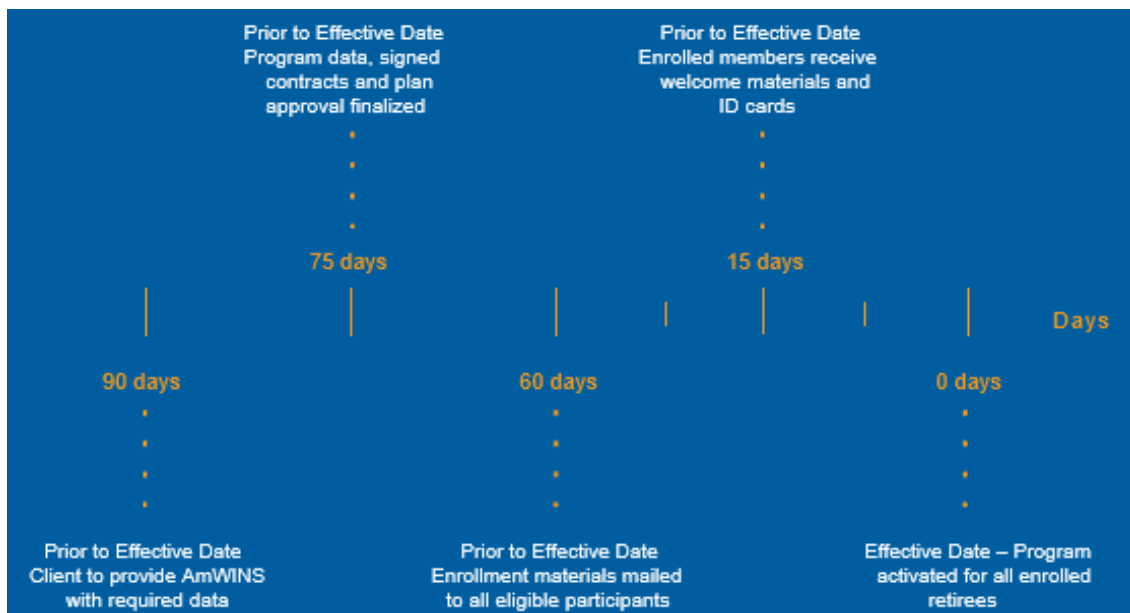
# IMPLEMENTATION

## Overview

Your organization will be assigned an implementation team, including a relationship manager, implementation coordinator, marketing and communication specialists and policy administration personnel. This group of individuals will work collaboratively to ensure your Retiree Benefit Advantage™ implementation goes smoothly and disruption among retirees is minimized or eliminated.

Once assigned, your relationship manager will be your primary point of contact for all account management needs and can act as a connector across our organization.

## Timeline (days prior to effective date)



## ELIGIBILITY AND ENROLLMENT

Proper eligibility management is the foundation for a successful Retiree Benefit Advantage™ enrollment. Amwins will work with your Human Resources team to gather and manage eligible retiree data in an effort to reduce your ongoing administrative workload.

Eligible retirees will receive organization-branded communication materials detailing the program offering, enrollment dates and other relevant information.

Our internal policy administration team audits all Retiree Benefit Advantage™ enrollment submissions to ensure they are completed properly. Inaccurate or incomplete submissions will be reviewed by a team member who will reach out to the retiree for resolution.

Once enrollment is completed, retirees will receive program fulfillment materials that will include their ID card(s) prior to the effective date. Your retirees can count on the Amwins team for ongoing advocacy and support throughout the year.

## ADMINISTRATIVE SERVICES

Amwins is dedicated to providing the best overall experience and service to each retiree. We carefully select, hire and train employees who have a passion for delivering high-quality customer service, at all levels of the organization. In doing so we create a close-knit community with an unwavering desire to deliver responsive, accurate answers to important questions posted by our clients and their retirees.

To ensure this, our full-service administration will include:

- An account management team featuring dedicated benefit specialists, a relationship manager, implementation coordinator, policy administration personnel and marketing communications professionals.
- Resources tasked with managing every aspect of the implementation plan including all communications. Working together, we will obtain your approval prior to the mailing of any communication materials.
- Scheduled conference calls as needed, to assist in managing the process and addressing any pertinent issues, to ensure timely set up and initial implementation of the program.
- Prompt, efficient and flexible billing and collection systems. Billing options include Monthly Electronic Transfer Funds (EFT), monthly individual direct billing, HRA administration and Employer Group list billing and direct carrier billing, as needed.
- Dedicated Medicare Benefit Specialist to assist each retiree with understanding the program, completing their enrollment and advocating for them throughout the year. Retirees will appreciate the ability to reach a live person each time they call.



# CAN WE DELIVER THE SOLUTIONS YOU NEED?

## YES, WE CAN!

Since 1991, Amwins Group Benefits has been creating insurance programs for public, private, municipal and Taft Hartley organizations who want their retirees to receive the very best combination of service and coverage.

At Amwins, we are experts in insurance design, administration and end-to-end program management. Our success is attributed to our belief in and ability to offer customized products complemented by passionate customer service. We hire only those who take pride in delivering memorable customer service experiences, and give them the training, technology and trust to solve challenges as they arise.

Thank you for taking the time to review the solutions we are offering your organization. We are confident our experience, Culture of Care and ability to help you meet your organizational goals. We look forward to meeting your needs and exceeding your expectations when implementing our retiree healthcare solutions.



ON YOUR TEAM.



c/o Amwins Group Benefits, LLC  
50 Whitecap Drive  
North Kingstown, RI 02852



# City of Charleston, WV

## 2023 Enrollment Guide for Medicare-Eligible Retirees & Their Spouses

### Retiree Health Benefits

## **Your 2023 Retiree Medical and Prescription Drug Benefits**

Having quality health insurance is of utmost importance. To provide the best insurance value available, factoring coverage, service and price, the City of Charleston, WV has made a decision to switch carriers and service providers.

The City of Charleston, WV is pleased to offer a new Post-65 Retiree Medical Program effective 7/1/2023. The plan is available to you and your Medicare-eligible spouse. To participate, you must be 65 or older and enrolled in Medicare Parts A & B by 7/1/2023.

The new program is administered by Amwins Group Benefits, a division of Amwins Group Inc. Amwins is known for its high customer service standards and specifically caters to Medicare-eligible retirees.

The retiree medical plan picks up where Medicare leaves off and is underwritten by The Hartford Life and Accident Insurance Company. The retiree medical plan is based on utilizing Medicare directly as your primary coverage, with a supplement to address some of the deductibles and co-insurance within Medicare Parts A and B.

In addition, the program includes prescription drug coverage, utilizing a Medicare Part D plan for prescription drugs. The Medicare Part D prescription drug plan is underwritten by Express Scripts Medicare.

### **How to Enroll**

- Review the information in this booklet.
- Determine your monthly payment on the "Payment Summary" page.
- Complete and sign the Plan Election form.
- Complete the Direct Payment Authorization form and include a voided check, if interested in monthly automatic withdrawals from your bank account.
- Include a check made payable to City of Charleston, WV/Amwins Group Benefits for the first month's payment.
- Return the above items in the postage-paid return envelope.

**Your enrollment form and first month's payment must be received by 5/15/2023 in order to activate your benefits.**

If you choose NOT to participate, complete the enclosed Waiver of Coverage and return in the postage-paid return envelope.

**If you have any questions or need help with enrolling, please contact**

**Amwins Group Benefits Customer Care Center**

**Toll-Free at 1-888-883-3757**

**Monday through Friday, 8:00 AM to 8:00 PM EST**

## Retiree Medical Insurance Plan Summary of Benefits (Plan G \$300)

Underwritten by: The Hartford Life and Accident Insurance Company

**Part B Deductible:**                 **\$300.00**  
**Lifetime Maximum:**            **Unlimited**

### MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD\*

Services	Medicare Pays	Plan Pays	You Pay
<b>HOSPITAL CONFINEMENT BENEFIT*</b>			
Semiprivate room and board, general nursing and miscellaneous services and supplies:			
First 60 days	All but \$1,600	\$1,600 (Part A Deductible)	\$0
61 <sup>st</sup> through 90 <sup>th</sup> day	All but \$400 per day	\$400 per day	\$0
91 <sup>st</sup> through 150 <sup>th</sup> day (While using 60 lifetime reserve days)	All but \$800 per day	\$800 per day	\$0
Once Lifetime Reserve days are used:			
Additional 365 days:	\$0	100% of Medicare Eligible Expenses	\$0
Beyond the Additional 365 days	\$0	\$0	All costs
<b>SKILLED NURSING FACILITY CARE*</b>			
You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare-approved facility within 30 days after leaving the hospital:			
First 20 days	All approved amounts	\$0	\$0
21 <sup>st</sup> through 100 <sup>th</sup> day	All but \$200 a day	Up to \$200 a day	\$0
101 <sup>st</sup> day and after	\$0	\$0	All costs
<b>BLOOD DEDUCTIBLE – Hospital Confinement and Out-Patient Medical Expense</b>			
When furnished by a hospital or skilled nursing facility during a covered stay.			
First 3 pints	\$0	3 pints	\$0
Additional amounts	100%	\$0	\$0
<b>HOSPICE CARE</b>			
Available as long as your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited coinsurance for outpatient drugs and inpatient respite care	\$0	Balance

## Retiree Medical Insurance Plan Summary of Benefits (Plan G \$300)

Underwritten by: The Hartford Life and Accident Insurance Company

### MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR

Services	Medicare Pays	Plan Pays	You Pay
<b>OUT-PATIENT MEDICAL EXPENSES - - In or Out of the Hospital and Out-Patient Hospital Treatment, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment:</b>			
Medicare Part B Deductible: First Medicare-approved amounts**	\$0	\$0	\$300
Remainder of Medicare-approved amounts	Generally 80%	Generally 20%	0% after deductible
Part B Excess Charges (Above Medicare Approved Amounts)	\$0	100%	0% after deductible
<b>BLOOD</b>			
First 3 pints	\$0	All costs	\$0
Next Medicare Approved Amounts **	\$0	\$0	0% after deductible
Remainder of Medicare Approved Amounts	80%	20%	0% after deductible
<b>CLINICAL LABORATORY SERVICES</b>			
Blood tests for Diagnostic Services	100%	\$0	0% after deductible

### MEDICARE PARTS A & B

Services	Medicare Pays	Plan Pays	You Pay
<b>HOME HEALTH CARE – Medicare Approved Services:</b>			
Medically necessary skilled care services and medical supplies	100%	\$0	0% after deductible
<b>DURABLE MEDICAL EQUIPMENT</b>			
First Medicare Approved Amounts **	\$0	\$0	0% after deductible
Remainder of Medicare Approved Amounts	80%	20%	0% after deductible

## Retiree Medical Insurance Plan Summary of Benefits (Plan G \$300)

Underwritten by: The Hartford Life and Accident Insurance Company

### OTHER BENEFITS NOT COVERED BY MEDICARE

Services	Medicare Pays	Plan Pays	You Pay
<b>FOREIGN TRAVEL</b> - Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA:			
First \$250 each calendar year	\$0	\$0	\$250
Remainder of charges	\$0	80% to a lifetime maximum of \$50,000	20% and amounts over the \$50,000 lifetime max

\*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

\*\*Once you have been billed the first dollars of Medicare-Approved amounts for covered services (which are noted with two asterisks), your Medicare Part B Deductible will have been met for the calendar year.

***Benefits are paid only for those expenses which have been approved as eligible by the federal Medicare program.***

***Benefits will not be paid for any expenses which are not determined to be Medicare Eligible Expenses by the Federal Medicare Program or its administrators, except as otherwise specified.***

***The summary of program benefits described herein is for illustrative purposes only. In case of differences or errors, the Group Policy governs.***

# Benefit Overview

## Express Scripts Medicare® (PDP)

### YOUR 2023 PRESCRIPTION DRUG PLAN BENEFIT

Here is a summary of what you will pay for covered prescription drugs across the different stages of your Medicare Part D benefit. You can fill your covered prescriptions at a network retail pharmacy or through our home delivery service.

<b>Deductible stage</b>	\$50.00		
<b>Initial Coverage stage</b>	You will pay the following until your total yearly drug costs (what you and the plan pay) reach \$4,660:		
	<b>Tier</b>	<b>Retail One-Month (31-day) Supply</b>	<b>Home Delivery Three-Month (90-day) Supply</b>
	Tier 1: <b>Generic</b>	\$5 plus 20% of balance	\$10 plus 20% of balance
	Tier 2: <b>Preferred Brand</b>	\$20 plus 20% of balance	\$40 plus 20% of balance
	Tier 3: <b>Non-Preferred Brand</b>	\$35 plus 20% of balance	\$70 plus 20% of balance
	Tier 4: <b>Specialty</b>	20% (maximum \$100)	20% (maximum \$200)
	<p>If your doctor prescribes less than a full month's supply of certain drugs, you will pay a daily cost-sharing rate based on the actual number of days of the drug that you receive.</p> <p>You may receive up to a 90-day supply of certain maintenance drugs (medications taken on a long-term basis) by mail through the Express Scripts Pharmacy<sup>SM</sup>. There is no charge for standard shipping. Not all drugs are available at a 90-day supply, and not all retail pharmacies offer a 90-day supply.</p>		
<b>Coverage Gap stage</b>	After your total yearly drug costs reach \$4,660, you will pay the same copays as listed above, until you qualify for the Catastrophic Coverage stage.		
<b>Non-part D Drugs</b>	Covered; Excluding lifestyle		
<b>Compound</b>	Compound Management Solution applies. Compound Management Solution is in place to mitigate compound drug abuse by means of inclusion and exclusion lists		
<b>Catastrophic Coverage stage</b>	<p>After your yearly out-of-pocket drug costs reach \$7,400, you will pay <b>the greater of 5% coinsurance or:</b></p> <ul style="list-style-type: none"> <li>a \$4.15 copayment for covered generic drugs (including brand drugs treated as generics), with a maximum not to exceed the standard cost-sharing amount during the Initial Coverage stage</li> <li>an \$10.35 copayment for all other covered drugs, with a maximum not to exceed the standard cost</li> </ul>		

## IMPORTANT PLAN INFORMATION

### Long-Term Care (LTC) Pharmacy

If you reside in an LTC facility, you pay the same as at a network retail pharmacy. LTC pharmacies must dispense brand-name drugs in amounts of 14 days or less at a time. They may also dispense less than a one month's supply of generic drugs at a time. Contact your plan if you have questions about cost-sharing or billing when less than a one-month supply is dispensed.

### Out-of-Network Coverage

You must use Express Scripts Medicare network pharmacies to fill your prescriptions. Covered Medicare Part D drugs are available at out-of-network pharmacies only in special circumstances, such as illness while traveling outside of the plan's service area where there is no network pharmacy. You generally have to pay the full cost for drugs received at an out-of-network pharmacy at the time you fill your prescription. You can ask us to reimburse you for our share of the cost. Please contact the plan or the Retiree Customer Service Center for more details.

### Additional Information About This Coverage

- The service area for this plan is all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, the Northern Mariana Islands and American Samoa. You must live in one of these areas to participate in this plan.
- The amount you pay may differ depending on what type of pharmacy you use; for example, retail, home infusion, LTC or home delivery.
- To find a network pharmacy near you, visit our website at **[www.Express-Scripts.com](http://www.Express-Scripts.com)**.
- Your plan uses a formulary – a list of covered drugs. The amount you pay depends on the drug's tier and on the coverage stage that you've reached. From time to time, a drug may move to a different tier. If a drug you are taking is going to move to a higher (or more expensive) tier, or if the change limits your ability to fill a prescription, Express Scripts will notify you before the change is made.
- To access your plan's list of covered drugs, visit our website at **[www.Express-Scripts.com](http://www.Express-Scripts.com)**.
- The plan may require you to first try one drug to treat your condition before it will cover another drug for that condition.
- Your healthcare provider must get prior authorization from Express Scripts Medicare for certain drugs.
- If the actual cost of a drug is less than the normal cost-sharing amount for that drug, you will pay the actual cost, not the higher cost-sharing amount.
- Each month, you may need to pay a monthly premium amount to continue your participation in this plan. You must continue to pay your Medicare Part B premium, if not otherwise paid for under Medicaid or by another third party, even if your Medicare Part D plan premium is \$0.

Express Scripts Medicare (PDP) is a prescription drug plan with a Medicare contract. Enrollment in Express Scripts Medicare depends on contract renewal.  
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## MONTHLY PAYMENT SUMMARY

2023 Monthly Rates		
Monthly Rate	Employer Contribution	Monthly Amount You Pay
\$311.50	\$XXX.XX	\$XXX.XX

Rates above are effective from 7/1/2023 to 12/31/2023 and are subject to change each year on January 1<sup>st</sup>.

Once you have determined your monthly rate, please send a check with your first monthly payment made payable to: **City of Charleston, WV / Amwins Group Benefits, LLC, 50 Whitecap Drive, North Kingstown, RI 02852**

Please return your first monthly payment along with your enrollment forms in the enclosed postage-paid return envelope.

*The information in this payment summary is for general information purposes only. Amwins assumes no responsibility for any errors or omissions to the content or accuracy of these materials. Any questions regarding the payment amount should be directed to the Amwins Customer Care Center.*

**DIRECT PAYMENT AUTHORIZATION FORM**  
Please read, sign and return with your Enrollment Forms.

**Name (Last, First, Middle Initial):**

**Phone:**

**Street Address:**

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Type of Account:**  
 Savings    Checking

**Select Monthly Withdrawal Date:**  
 1st    8th    15th

**Please ensure the following:**

To deduct from your checking account;

- A **VOIDED** check must accompany this signed authorization. (Starter checks not accepted)

To deduct from your savings account;

- A Signed letter from your banking institution must accompany this signed authorization.

<b>John &amp; Sheila Customer</b>		1234
9876 Appleview Lane		15-00000000000000
Everytown, US 98765-4321		
DATE _____		
PAY TO THE ORDER OF _____		\$ _____
_____		DOLLARS
HOMETOWN BANK Downtown, US 98765-4321		
For _____		
I:250240025 I:	1 234 5678	1234

Monthly payments are withdrawn on the 1<sup>st</sup> business day on or after the date you selected above. You will receive a confirmation from Amwins Group Benefits that we have set up your account information to withdraw from your designated bank account. **Note:** Your monthly deduction will show as **Amwins** on your bank statement.

I authorize Amwins to withdraw my payment from my checking or savings account according to my agreed payment schedule. This authorization is to remain in force until Amwins has received written notification from me of its termination in such time and manner as to afford Amwins a reasonable opportunity to act on the request. If my account is erroneously charged, my financial institution will immediately credit the same amount to the account up to 15 days following issuance of the statement or 45 days after posting, whichever occurs first.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CITY OF CHARLESTON, WV  
PLAN ELECTION FORM**

Please complete, sign and return this Plan Election Form.

Retiree		Spouse (or Surviving Spouse)	
Name:		Name:	
Phone:		Phone:	
Address:		Address:	
City:		City:	
State:	Zip Code:	State:	Zip Code:

Elect or Decline Coverage:	
<input type="checkbox"/> Please enroll me in the City of Charleston, WV Retiree Medical & Drug Plan for 7/1/23 <input type="checkbox"/> Do NOT enroll me in the City of Charleston, WV Retiree Medical & Drug Plan for 7/1/23	
Retiree:	Date:
Spouse (or Surviving Spouse):	Date:
<p align="center"><b>All applicable signatures are required for individuals declining coverage in the Plan.</b></p>	

Reason for Declining Coverage:

## ANSWERS to YOUR QUESTIONS

**Q: Who can I call if I have questions?**

**A:** Please contact the Amwins Group Benefits Customer Care Center toll-free at 1-888-883-3757, Monday through Friday, from 8 a.m. to 8 p.m. ET.

**Q: How does the plan work?**

**A:** Medicare has coverage gaps which are the costs that you must pay, like coinsurance, co-payments, and deductibles. This plan helps fill those gaps. You may go to any doctor, specialist, or hospital that accepts Medicare. Medicare pays its share and then your plan pays based on your plan's benefits. You will receive a Medicare Summary Notice in the mail (in most cases each month), including information on the amount paid on your behalf and any additional amount due.

**Q: Can my age 65 spouse enroll if I am not yet age 65?**

**A:** Yes. As long as your spouse is eligible to participate in the Program and is age 65 or over. As soon as you become Medicare eligible, you can enroll on the first day of the month in which you reach your 65th birthday.

**Q: My spouse is not yet 65. What will happen to coverage for my spouse after I enroll in this plan?**

**A:** Your spouse will continue coverage under the pre-Medicare early retiree plan. Two months prior to your spouse attaining age 65, a Medicare enrollment packet will be mailed. At that time, your spouse should contact Social Security to enroll in Medicare Parts A and B in order to be eligible to enroll in the group Medicare Plan.

**Q: Will I have to re-enroll in the Plan next year?**

**A:** No, once you enroll, you remain in the plan until you elect or terminate coverage.

**Q: When will I receive my ID Cards?**

**A:** ID cards will be sent once we process your enrollment materials. Medical and Prescription Drug ID cards will arrive in two separate packages just prior to your effective date.

**Q: How are my medical claims paid?**

**A:** As long as your physician accepts Medicare you will not have to send in any claim forms. Present your ID card along with your Medicare card to your doctor. Medicare pays the provider of the Medicare portion of your claim and forwards the balance due to the claims administration department.

**Q: Do I still need my Medicare ID Card?**

**A:** Yes. You will continue to use your Medicare ID card with this plan in conjunction with your Plan ID card.

**Q: Do my prescription drug co-payments count toward my medical plan deductible?**

**A:** No. Any co-payments you make for prescription drugs do not count toward deductibles or out of pocket maximum amounts for your medical plan.

**Q: How do I get my prescriptions filled?**

**A:** Simply present your ID card and prescription to a participating pharmacy in the plan network. You will also receive information about mail order prescriptions when you enroll. You can find more information about your prescription coverage by visiting [www.Express-Scripts.com](http://www.Express-Scripts.com) or by calling Amwins Group Benefits at 1-888-883-3757.

**Q: Where can I get information on using Mail Order Services?**

**A:** Once you enroll in the plan, you will receive a fulfillment kit in the mail which will include mail order through the Express Scripts Pharmacy. Please be aware that you will need to obtain new prescriptions from your Doctor before ordering prescriptions from this new mail order program. The necessary forms and instructions on how to order prescriptions through the mail order service will be included in your fulfillment packet. Please expect your package and materials to arrive shortly before your plan effective date.

## ANSWERS to YOUR QUESTIONS

**Q: How can I find out if my drugs are covered on the new plan?**

**A:** Visit [www.Express-Scripts.com](http://www.Express-Scripts.com). Some covered drugs may have additional requirements or limits on coverage. You can find out if your drug has any additional requirements or limits by reviewing the formulary. If your drug is not included on the formulary, you should first contact us and ask if your drug is covered. Please contact Amwins Group Benefits Customer Care toll-free at 1-888-883-3757 or visit [www.Express-Scripts.com](http://www.Express-Scripts.com) for more information about your prescriptions.

**Q: How can I lower my drug expenses?**

**A:** Generic medications often cost less than brand-name counterparts. Talk to your doctor to determine if a generic is available. You may also have the option of mail order, where you can receive up to a 90-day supply for one mail order co-payment.

**Q: What services are not covered?**

**A:** Services not covered by Medicare are not covered by this plan. Please contact us for the Medicare exclusion list. You may also call 1-800-MEDICARE or visit [www.medicare.gov](http://www.medicare.gov).

**Q: Do I have the option to enroll in just medical or prescription drug coverage or do I have to enroll in both plans?**

**A:** The Amwins health benefit plan combines two separate plans into one package which includes both medical and prescription drug coverage. You may not elect the prescription drug coverage without participating in the medical plan, or vice versa. The premium for medical insurance includes the prescription drug benefit.

**Q: How do I pay for my coverage?**

**A:** Amwins will invoice you for your portion of the cost. You may pay by automatic bank deduction or by check.

**Q: Can I enroll in a separate Medicare Part D plan and the Amwins medical and prescription plan?**

**A:** No. You cannot enroll in two Medicare Part D plans. If you enroll in a separate Medicare Part D plan, you are not eligible to enroll in the Amwins medical plan and prescription drug plan.

**Q: How do I obtain a replacement ID card for my plans?**

**A:** Call Amwins Group Benefits at 1-888-883-3757, Monday through Friday, from 8 a.m. to 8 p.m. EST.

**Q: Will I be able to transfer an existing Rx prescription from my current pharmacy to a participating Express Scripts retail pharmacy, or will I need to obtain a new prescription from my doctor?**

**A:** Yes, you should be able to transfer an existing prescription to a new pharmacy. To do this, you will need to go to your new participating retail pharmacy and ask them to transfer your prescription from your previous pharmacy. They will be able to complete the transfer once you provide your name, phone number and the drug that you will be transferring. You can do this process at any time.

**City of Charleston, WV**  
**2023 Retiree Benefit Information Meetings**  
**For Plan Participants Age 65 & Over**

Come and learn about the new retiree medical and prescription drug benefit plan that will become effective **July 1, 2023**

**Dates:**

MONTH DAY at TIME and TIME

MONTH DAY at TIME and TIME

**Location:**

XYZ

ADDRESS1

CITY, STATE ZIP

If you can't join an on-site meeting, please attend one of scheduled  
Telephonic Meetings

MONTH DAY at TIME and TIME

MONTH DAY at TIME and TIME



Disclaimer: The benefit information contained in this brochure is subject to change at any time, and the plan sponsor reserves the unlimited right to make benefit plan changes at any time. Any changes to the benefit plans implemented by the plan sponsor will be considered effective, regardless of whether notice has been given, on the date set by the plan sponsor. If you are ever in doubt about your benefits, please contact Amwins Group Benefits at 1-888-883-3757.

**THE HARTFORD GROUP RETIREE INSURANCE PLAN®  
CERTIFICATE OF GROUP RETIREE HEALTH INSURANCE**

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)



The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

**Policyholder:** ABC Policyholder  
**Policy Number:** AGP-123456  
**Policy Effective Date:** January 1, 2016  
**Policy Anniversary Date:** January 1

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this Certificate consisting of this form and any additional forms which have been made a part of this Certificate. This Certificate replaces any other Certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this Certificate will be settled according to the provisions of The Policy on file with Us at Our Home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

*Terence Shields, Secretary*

*Michael Concannon, Executive Vice President*

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**READ YOUR CERTIFICATE CAREFULLY:** You have a 30 day right to examine Your Certificate. If You are not satisfied, You may return it to Us within 30 days from the date You received it. In that event, We will consider it void from Your Coverage Effective Date and any premiums paid will be refunded. Any claims paid under this Certificate during the initial 30 day period will be deducted from the refund.

**Notice to buyer:** The Policy may not cover all of the costs associated with medical care received during the period of coverage. Please review carefully all of The Policy's limitations contained in this Certificate.

*A note on capitalization in this Certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision in The Policy or this Certificate.

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## SCHEDULE

### ELIGIBLE CLASSES FOR COVERAGE

Class	Description of Eligible Persons:
I	Retirees only who are entitled to Medicare benefits by reason of age (i.e. 65 years of age and over).
II	Retirees, and their Medicare Eligible Dependents, entitled to Medicare by reason of age (i.e. 65 years of age and over).
III	Retirees under age 65 are not eligible for coverage, but they may enroll their Medicare Eligible Dependents entitled to Medicare by reason of age (i.e. 65 years of age and over).
IV	A widow or widower who is entitled to Medicare benefits by reason of age (i.e. 65 years of age and over) whose deceased Spouse was an active Employee/Retiree of the Policyholder.

BENEFIT DEDUCTIBLES, MAXIMUMS AND COINSURANCE	
<b>Calendar Year Policy Deductible:</b>	<b>\$250</b> Applies to Medicare Part A and Medicare Part B Reduces the Out-of-Pocket Expense Maximum
<b>Calendar Year Additional Plan Benefits Deductible:</b>	Calendar Year Policy Deductible applies Reduces the Out-of-Pocket Expense Maximum
<b>Out-of-Pocket Expense Maximum for Medicare Part A and Medicare Part B:</b>	<b>\$1,500</b> Applies to Medicare Part A and Medicare Part B
<b>Out-of-Pocket Expense Maximum for Additional Plan Benefits:</b>	Out-of-Pocket Expense Maximum for Medicare Part A and Medicare Part B applies
<b>Out-of-Pocket Expense Maximum</b> applies separately to each Covered Person and each Calendar Year. When the Out-of-Pocket Expense Maximum is met by a Covered Person for a benefit to which it applies, We will pay 100% of covered expenses the Covered Person Incurs on and after that date for that benefit, subject to any benefit maximums.	
<b>Policy Coinsurance:</b>	See the entries in the sections below for the percentages the Covered Person may be required to pay and the percentages which We pay.
<b>Policy Copayment:</b>	See the entries in the sections below for the Policy Copayment.
<b>Lifetime Policy Maximum Benefit:</b>	None
<b>Calendar Year Policy Maximum:</b>	None

**MEDICARE PART A BENEFITS**

(Please be sure to read the corresponding benefit provisions in this Certificate for details on the benefits below.)

	<b>MEDICARE PAYS</b>	<b>WE PAY</b>	<b>COVERED PERSON PAYS</b>
<b>Hospital Confinement Benefit</b>			
<b>1st through 60th Day: Medicare Part A Deductible Coverage:</b>	All but \$1260	<b>50%</b> of the remaining Medicare Part A Deductible.	<b>50%</b> of the remaining Medicare Part A Deductible.
<b>61st through 90<sup>th</sup> Day: Medicare Part A Coverage:</b>	All but a daily Medicare Coinsurance charge equal to 25% of the Medicare Part A Deductible	<b>100%</b> of the remaining Medicare Part A Coinsurance.	<b>0%</b> of the remaining Medicare Part A Coinsurance.
<b>91st through 150th Day: Medicare Part A Coinsurance Coverage (Lifetime Reserve Period):</b>	All but a daily Coinsurance charge equal to 50% of the Medicare Part A Deductible	<b>100%</b> of the remaining Medicare Part A Coinsurance.	<b>0%</b> of the remaining Medicare Part A Coinsurance.
<b>Extended Hospital Confinement Benefit</b>			
<b>For Days 151 - 365 after the Lifetime Reserve Period:</b>	\$0	<b>100%</b> of the charges Incurred.	<b>0%</b> of the the charges Incurred.
<b>Skilled Nursing Facility Confinement Benefit</b>			
	<b>MEDICARE PAYS</b>	<b>WE PAY</b>	<b>COVERED PERSON PAYS</b>
<b>Days 1 – 20</b>	All Medicare Approved Amounts	\$0	Amounts not paid by Medicare.
<b>21st Through 100th Day – Coverage:</b>	All but (12.5% of Medicare Part A Deductible).	<b>100%</b> of the remaining Medicare Part A Skilled Nursing Facility Confinement Coinsurance.	1) <b>0%</b> of the remaining Medicare Part A Skilled Nursing Facility Confinement Coinsurance.

<b>Extended Skilled Nursing Facility Confinement Benefit</b>			
	<b>MEDICARE PAYS</b>	<b>WE PAY</b>	<b>COVERED PERSON PAYS</b>
<b>After Day 100</b>	\$0	Up to a Daily Benefit of <b>\$50</b> .	Expenses Incurred over the Daily Benefit We pay.

**MEDICARE PART B BENEFITS**

All Policy Copayments below are per visit unless stated otherwise.

(Please be sure to read the corresponding benefit provisions in this Certificate for details on the benefits below.)

	<b>MEDICARE PAYS</b>	<b>WE PAY</b>	<b>COVERED PERSON PAYS</b>
<b>Physician Services Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.
<b>Medicare Part B Coinsurance – Policy Copayment Coverage:</b>	Generally 80% of Medicare Approved Amounts.	100% of the remaining Medicare Part B Coinsurance, if any, after the Covered Person’s payment.	Lesser of: 1) <b>\$20</b> Policy Copayment; or 2) the remaining Medicare Part B Coinsurance.
<b>Specialist Services Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.
<b>Medicare Part B Coinsurance – Policy Copayment Coverage:</b>	Generally 80% of Medicare Approved Amounts.	100% of the remaining Medicare Part B Coinsurance, if any, after the Covered Person’s payment.	Lesser of: 1) <b>\$30</b> Policy Copayment ; or 2) the remaining Medicare Part B Coinsurance.
<b>Outpatient Hospital Services and Ambulatory Surgical Care Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.
<b>Medicare Part B Coinsurance – Policy Coinsurance Coverage:</b>	Generally 80% of Medicare Approved Amounts.	<b>100%</b> of the Medicare Part B Coinsurance.	<b>0%</b> of the Medicare Part B Coinsurance.
<b>Outpatient Diagnostic and Radiology Services Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.
<b>Medicare Part B Coinsurance – Policy Coinsurance Coverage:</b>	Generally 80% of Medicare Approved Amounts.	<b>100%</b> of the Medicare Part B Coinsurance.	<b>0%</b> of the Medicare Part B Coinsurance.
<b>Outpatient Mental Health and Substance Abuse Services Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.

**MEDICARE PART B BENEFITS**

All Policy Copayments below are per visit unless stated otherwise.

(Please be sure to read the corresponding benefit provisions in this Certificate for details on the benefits below.)

	<b>MEDICARE PAYS</b>	<b>WE PAY</b>	<b>COVERED PERSON PAYS</b>
<b>Medicare Part B Coinsurance – Policy Coinsurance Coverage:</b>	Generally 80% of Medicare Approved Amounts.	<b>100%</b> of the Medicare Part B Coinsurance.	<b>0%</b> of the Medicare Part B Coinsurance.
<b>Outpatient Rehabilitative and Cardiac Rehabilitative Services Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.
<b>Medicare Part B Coinsurance – Policy Coinsurance Coverage:</b>	Generally 80% of Medicare Approved Amounts.	<b>100%</b> of the Medicare Part B Coinsurance.	<b>0%</b> of the Medicare Part B Coinsurance.
<b>Emergency Care Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.
<b>Medicare Part B Coinsurance – Policy Copayment Coverage:</b>	Generally 80% of Medicare Approved Amounts.	100% of the remaining Medicare Part B Coinsurance, if any, after the Covered Person's payment.	Lesser of: 1) <b>\$50</b> Policy Copayment; or 2) the remaining Medicare Part B Coinsurance.
<b>Urgent Care Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.
<b>Medicare Part B Coinsurance – Policy Coinsurance Coverage:</b>	Generally 80% of Medicare Approved Amounts.	<b>100%</b> of the Medicare Part B Coinsurance.	<b>0%</b> of the Medicare Part B Coinsurance.
<b>Ambulance Services Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.
<b>Medicare Part B Coinsurance – Policy Coinsurance Coverage:</b>	Generally 80% of Medicare Approved Amounts.	<b>100%</b> of the Medicare Part B Coinsurance.	<b>0%</b> of the Medicare Part B Coinsurance.

<b>MEDICARE PART B BENEFITS</b>			
All Policy Copayments below are per visit unless stated otherwise. (Please be sure to read the corresponding benefit provisions in this Certificate for details on the benefits below.)			
	<b>MEDICARE PAYS</b>	<b>WE PAY</b>	<b>COVERED PERSON PAYS</b>
<b>Durable Medical Equipment and Prosthetics Benefit</b>			
<b>Medicare Part B Deductible – Coverage:</b>	All but \$147	<b>0%</b> of the remaining Medicare Part B Deductible.	<b>100%</b> of the remaining Medicare Part B Deductible.
<b>Medicare Part B Coinsurance – Policy Coinsurance Coverage:</b>	Generally 80% of Medicare Approved Amounts.	<b>100%</b> of the Medicare Part B Coinsurance.	<b>0%</b> of the Medicare Part B Coinsurance.
<b>MEDICARE PART B EXCESS EXPENSE BENEFIT</b>			
	\$0	<b>80%</b>	<b>20%</b>

<b>ADDITIONAL PLAN BENEFITS</b>			
(Please be sure to read the corresponding benefit provisions in this Certificate for details on the benefits below.)			
	<b>MEDICARE PAYS</b>	<b>WE PAY</b>	<b>COVERED PERSON PAYS</b>
<b>Foreign Travel Emergency Benefit:</b>	\$0	<b>80%</b> of remaining covered expenses Incurred, after the Covered Person's payment, up to the Lifetime Foreign Travel Emergency Benefit Maximum of <b>\$100,000</b> .	1) <b>\$0</b> Foreign Travel Emergency Benefit Deductible. 2) <b>20%</b> Foreign Travel Emergency Benefit Coinsurance.
<b>Private Duty Nursing Benefit:</b>	\$0	100% of remaining covered expenses Incurred, after the Covered Person's payment, for <b>45</b> shifts per Calendar Year up to the Private Duty Nursing Benefit Maximum of <b>\$1,000</b> per Calendar Year.	<b>\$30</b> Policy Copayment per shift.
<b>At-Home Recovery Benefit:</b>	\$0	100% of remaining covered expenses Incurred, after the Covered Person's payment, for <b>5</b> visits per week up to the At-Home Recovery Benefit Maximum of <b>\$500</b> per Calendar Year.	<b>\$30</b> Policy Copayment per visit.
<b>Preventive Care Cancer Screening Benefit:</b>	Generally 100% for most preventive screenings. Some screenings subject to the Medicare Part B Deductible and Coinsurance.	100% of remaining covered expenses Incurred not covered by Medicare.	\$0
<b>Hospice Care Benefit:</b>	Generally 100% of the expenses Incurred, except Coinsurance charges.	100% of remaining covered Coinsurance charges.	\$0
<b>Blood Deductible Benefit:</b>	\$0	100% of covered expenses Incurred.	\$0

**ADDITIONAL PLAN BENEFITS**

(Please be sure to read the corresponding benefit provisions in this Certificate for details on the benefits below.)

	<b>MEDICARE PAYS</b>	<b>WE PAY</b>	<b>COVERED PERSON PAYS</b>
<b>Hearing Services Benefit:</b>	80% of Medicare Approved Amounts under Medicare Part B.	100% of remaining covered expenses Incurred, after the Covered Person's payment, up to the Hearing Services Benefit Maximum of <b>\$1,000</b> per Calendar Year.	<b>\$25</b> Policy Copayment per exam.  <b>\$150</b> Policy Copayment for two hearing aids, including fitting and evaluation.
<b>Vision Services Benefit:</b>	80% of Medicare Approved Amounts under Medicare Part B.	100% of remaining covered expenses Incurred, after the Covered Person's payment, up to the Vision Services Benefit Maximum of <b>\$500</b> per Calendar Year.	<b>\$25</b> Policy Copayment per exam .  <b>\$150</b> Policy Copayment per pair of glasses or supply of contact lenses.
<b>Acupuncture Services Benefit:</b>	\$0	100% of remaining covered expenses Incurred, after the Covered Person's payment, up to the Acupuncture Services Benefit Maximum of <b>\$500</b> per Calendar Year.	<b>\$30</b> Policy Copayment per visit.
<b>Out-of-Pocket Expense Carryover Benefit:</b>	See benefit provision.		
<b>Annual Physical Exam Benefit:</b>	\$0	100% of remaining covered expenses Incurred, after the Covered Person's payment, up to the Annual Physical Benefit Maximum of <b>\$400</b> per Calendar Year.	<b>\$20</b> Policy Copayment per physical.
<b>Chiropractic Services Benefit:</b>	80% of Medicare Approved Amounts under Medicare Part B.	100% of remaining covered expenses Incurred, after the Covered Person's payment, up to the Chiropractic Services Benefit Maximum of <b>\$500</b> per Calendar Year.	<b>\$30</b> Policy Copayment per visit.

**DISCLOSURES**

**Disclosure of Fees:** We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy

**Disclosure of Services:** In addition to the insurance coverage, We may offer noninsurance benefits and services to Retirees.

## GENERAL DEFINITIONS

*Terms used in this Certificate are defined below. Some terms specific to a benefit are defined in the respective benefit provision.*

**Admission** means the period from and including the first day the Covered Person receives medical services as an Inpatient in a Hospital through the date the Covered Person is discharged.

**Ambulance Services** means ground transportation to transport to a Hospital or Skilled Nursing Facility for Medically Necessary services, when transport in any other vehicle could endanger the health of the passenger.

**Ambulatory Surgical Care** means surgical services provided to patients at a licensed ambulatory surgical center when:

- 1) the patient does not require Hospital Confinement; and
- 2) the stay in the ambulatory surgical center does not exceed 24 hours.

**Benefit Period** means the period that starts the day the Covered Person is admitted into a Hospital or Skilled Nursing Facility. The benefit period ends when the Covered Person has not received any Inpatient Hospital care or Skilled Nursing Facility care for 60 consecutive days. If the Covered Person is admitted to a Hospital or a Skilled Nursing Facility after one benefit period has ended, a new benefit period starts. The Covered Person must pay the Medicare inpatient hospital deductible for each benefit period. There is no limit to the number of benefit periods. However, Inpatient mental health care in a psychiatric hospital is limited to 190 days in a lifetime.

**Calendar Year** means a period of 12 consecutive months, starting on January 1 and ending on December 31 of the same year.

**Calendar Year Additional Plan Benefits Deductible** means the amount of eligible expenses the Covered Person may have to Incur before benefits are payable under one or more Additional Plan Benefits. This amount is shown in the Schedule.

**Calendar Year Policy Deductible** means the amount of eligible expenses the Covered Person must Incur before any benefits are paid by Us during a Calendar Year. This amount is shown in the Schedule. Expenses Incurred to satisfy the Medicare Part A Deductible and Medicare Part A Coinsurance apply to the calendar year policy deductible. Expenses Incurred to satisfy the Medicare Part B Deductible and Medicare Part B Coinsurance apply to the calendar year policy deductible. Also see the definitions of Medicare Part A Deductible, Medicare Part B Deductible and Calendar Year Additional Plan Benefits Deductible.

**Calendar Year Policy Maximum** means the most We will pay under The Policy for all benefits for any one Covered Person during any Calendar Year. It is shown in the Schedule.

**Cardiac Rehabilitative Services** means a customized program of exercise and education, designed to help recover from a heart attack, other forms of heart disease or surgery to treat heart disease.

**Certificate** means this document, which explains the insurance benefits provided, to whom and how benefits are payable and exclusions and limitations that apply to coverage.

**Change in Family Status** means one of the following events:

- 1) You get married or enter into a legal relationship recognized as a spouse;
- 2) You and Your Spouse divorce or legally terminate Your relationship;
- 3) Your Spouse dies;
- 4) Your Spouse is no longer employed, which results in a loss of group health insurance; or
- 5) Your Spouse becomes eligible for coverage.

**Coinsurance** means the percentage the Covered Person may be required to pay of certain expenses after meeting the applicable Deductible. Also see the definitions of Policy Coinsurance, Medicare Part A Coinsurance, Medicare Part B Coinsurance and Skilled Nursing Facility Confinement Coinsurance.

**Confined or Confinement** means being an Inpatient in:

- 1) a Hospital; or
- 2) a Skilled Nursing Facility with respect to Skilled Nursing Facility Confinement coverage; due to Injury or Sickness.

**Contributory Coverage** means coverage for which You are required to contribute toward the cost.

**Copayment** means the amount the Covered Person may be required to pay as his or her share of the cost of medical services, treatments or supplies under insurance coverage. Also see the definition of Policy Copayment.

**Covered Person** means You and any Dependents insured under this Certificate.

**Deductible** means the amount the Covered Person must pay for medical services, treatment or supplies before his or her insurance starts to pay under Medicare or other coverages. Also see the definitions of Calendar Year Policy Deductible, Additional Plan Benefits Deductible, Medicare Part A Deductible and Medicare Part B Deductible.

**Dependent or Dependents** means Your Spouse.

A dependent must be a citizen or legal resident of the United States or one of its territories or protectorates.

**Durable Medical Equipment** means certain medical equipment that is ordered by the Covered Person's treating Physician for medical reasons. These include, but are not limited to: walkers, wheelchairs, crutches, IV infusion pumps, oxygen equipment, nebulizers, or hospital beds.

**Emergency Care** means services:

- 1) to treat, evaluate or stabilize an emergency medical condition that requires immediate medical attention to prevent loss of life, loss of a limb, or loss of function of a limb; and
- 2) rendered by a provider qualified to furnish emergency services.

**Employer** means the Policyholder.

**Family Member** means the Covered Person's parent, spouse, domestic partner, partner in a civil union, children, siblings, grandparent, aunt, uncle, first cousin, nephew or niece. This includes those relations listed acquired through an adoption, in-laws and step-relatives.

**Home Office** means Our office at One Hartford Plaza, Hartford, CT 06155.

**Hospital** means an institution which:

- 1) is approved by Medicare and has agreed to participate in Medicare;
- 2) operates pursuant to law;
- 3) primarily and continuously provides medical care and treatment on an Inpatient basis for sick and injured persons at the patient's expense;
- 4) operates medical, diagnostic and major surgical facilities:
  - a) on its premises; or
  - b) in facilities available to the institution on a prearranged basis;
- 5) operates under the supervision of a staff of Physicians; and
- 6) provides 24-hour nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof that is used primarily as:

- 1) a nursing home, convalescent home, or Skilled Nursing Facility;
- 2) a place for rest, custodial, educational or rehabilitative care;
- 3) a place for the aged;
- 4) a place for treatment of alcoholism or drug addiction; or
- 5) a military or veterans' hospital, soldiers' home, or hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the military.

**Incur or Incurred** means that, with respect to any expense, the Covered Person receives, or has received, the treatment, service or supply that gives rise to the expense. A Covered Person is considered to incur an expense on the date the treatment, service or supply is received.

**Inpatient** means a patient in:

- 1) a Hospital;
- 2) a Skilled Nursing Facility; or
- 3) Hospice Care;

being charged room and board.

**Injury** means bodily injury:

- 1) resulting directly from accident;
- 2) resulting independently of all other causes; and
- 3) occurring while the Covered Person is insured under The Policy.

Loss resulting from:

- 1) Sickness, except a pus-forming infection that occurs through an accidental wound; or
- 2) medical or surgical treatment of a Sickness;

is not considered as resulting from Injury.

**Lifetime Policy Maximum Benefit** means the most We will pay under The Policy for all benefits for any one Covered Person during his or her lifetime. This amount is shown in the Schedule.

**Lifetime Reserve Period** means the additional days that Medicare will pay for when the Covered Person is Hospital Confined for more than 90 days. The Covered Person has a total of 60 reserve days that can be used during his or her lifetime.

**Medically Necessary** means:

- 1) recommended by the treating Physician acting within the scope of his or her license;
- 2) consistent with currently accepted medical practice; and
- 3) generally considered to be appropriate for a given medical condition.

**Medicare** means Title XVIII of the Social Security Act of 1965, as amended.

**Medicare Approved Amount** means the amount a Physician or supplier that accepts Medicare Assignment can be paid. It includes what Medicare pays and any Deductible, Coinsurance or Copayment that the Covered Person or his or her insurance pays. It may be less than the actual amount a Physician or other provider of medical services charges.

**Medicare Approved Skilled Nursing Facility Confinement** means Confinement in a Skilled Nursing Facility that provides skilled, Medically Necessary care:

- 1) at a level that satisfies Medicare standards;
- 2) starting within 30 days of discharge from a Hospital Confinement of at least 3 consecutive days; and
- 3) that is recommended by the treating Physician.

**Medicare Assignment** means an agreement by a Physician or other provider of medical services to accept Medicare Approved Amounts as full payment for Medicare covered services.

**Medicare Part A Coinsurance** or **Medicare Part B Coinsurance** mean(s) the percentage of Medicare approved expenses the Covered Person may be required to pay after meeting the Medicare Part A Deductible or the Medicare Part B Deductible, respectively. The percentages and Deductibles are shown in the Schedule. Also see the definitions of Coinsurance and Policy Coinsurance.

**Medicare Part A Deductible** means the amount the Covered Person is required to pay each Benefit Period under Medicare Part A for the expenses Incurred before Medicare will pay any Medicare Part A benefits. This amount is shown in the Schedule. Also see the definitions of Calendar Year Policy Deductible and Calendar Year Additional Plan Benefits Deductible.

**Medicare Part A Skilled Nursing Facility Confinement Coinsurance** means the amount the Covered Person is required to pay for a Skilled Nursing Facility Confinement starting with the 21st day of Confinement. This amount is shown in the Schedule. Also see the definitions of Coinsurance and Policy Coinsurance.

**Medicare Part B Deductible** means the amount the Covered Person is required to pay under Medicare Part B for the expenses Incurred each Calendar Year before Medicare will pay any Medicare Part B benefits. This amount is shown in the Schedule. Also see the definitions of Calendar Year Policy Deductible and Calendar Year Additional Plan Benefits Deductible.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A mental illness may be caused by biological factors or result in physical symptoms or manifestations.

Mental illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Intellectual Disability (Intellectual Developmental Disorder);
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

**Non-Contributory Coverage** means coverage for which You are not required to contribute toward the cost.

**Out-of-Pocket Expense** means the amount the Covered Person pays for expenses covered and Incurred under The Policy's benefit provisions. Out-of-Pocket Expenses do not include:

- 1) expenses that are excluded or limited under The Policy; or
- 2) amounts in excess of the Medicare Approved Amount.

**Outpatient** means a person who receives medical treatment, services or supplies at a Hospital or licensed ambulatory care facility for which there is no charge for room and board.

**Outpatient Diagnostic Services** means procedures performed to diagnose Injury or Sickness. These include, but are not limited to:

- 1) radiography;
- 2) ultrasound;
- 3) computed tomography;
- 4) nuclear medicine;
- 5) positron emission tomography; and
- 6) magnetic resonance imaging and laboratory tests.

**Outpatient Hospital Services** means services received in the Outpatient department of a Hospital for diagnosis or treatment. Services include, but are not limited to, observation services and Outpatient surgery received in:

- 1) an emergency department; or
- 2) Outpatient clinic.

Unless a Physician has written an order to admit the Covered Person as an Inpatient to the Hospital, the Covered Person is an Outpatient and must pay the cost-sharing amounts for Outpatient Hospital services, even if the Covered Person stays in the Hospital overnight.

**Outpatient Mental Health Services** means services to evaluate and treat mental health conditions that affect mood, thinking and behavior including, but not limited to:

- 1) depression;
- 2) anxiety disorders;
- 3) schizophrenia;
- 4) eating disorders; and
- 5) addictive behaviors.

**Outpatient Rehabilitative Services** means treatments designed to facilitate the process of recovery from Injury or Sickness to as normal a condition as possible. Treatments must be performed in an Outpatient facility. Services include, but are not limited to:

- 1) physical therapy;
- 2) occupational therapy; and
- 3) speech language therapy.

**Outpatient Substance Abuse Services** means services that provide a detoxification regimen of medically directed evaluation, care and treatment for psychoactive substance abuse in a medically managed setting. These services must be provided in an Outpatient facility.

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) operating within the scope of his or her license; and

- 4) not the Covered Person or a Family Member.

**Physician Services** means professional services performed by a Physician including, but not limited to:

- 1) diagnosis;
- 2) therapy;
- 3) surgery;
- 4) consultation; and
- 5) care plan oversight.

**Policy Coinsurance** means the percentage, shown in the Schedule, that the Covered Person may be required to pay after meeting the Calendar Year Policy Deductible and any Additional Plan Benefits Deductible or Foreign Travel Emergency Benefit Deductible, but before satisfying any applicable Out-of-Pocket Expense Maximum. Also see the definitions of Coinsurance, Medicare Part A Coinsurance and Medicare Part B Coinsurance.

**Policy Copayment** means the amount, shown in the Schedule; the Covered Person may be required to pay under The Policy as his or her share of the cost of medical services, treatments or supplies.

**Primary Insured** means the person to whom this Certificate is issued.

**Prior Policy** means the health insurance carried or sponsored by the Policyholder or by an employer acquired by the Policyholder on the day before the Policy Effective Date. This includes only coverage transferred to Us.

**Prosthetics** means devices that replace all or part of a body part or function. This includes, but is not limited to:

- 1) colostomy bags and supplies directly related to colostomy care;
- 2) pacemakers;
- 3) braces used for physical support;
- 4) prosthetic shoes;
- 5) artificial limbs;
- 6) breast prostheses (including a surgical brassiere after a mastectomy);
- 7) certain supplies related to prosthetic devices; and
- 8) repair and/or replacement of prosthetic devices.

This does not include dental devices.

**Radiology Services** means the use of radiography, ultrasound, computed tomography, nuclear medicine, positron emission tomography and magnetic resonance imaging to diagnose and treat Injury or Sickness.

**Request** means a written request by the Covered Person made on the forms We furnish for making the request.

**Retiree** means a former employee of the Policyholder who has attained the Policyholder's Normal Retirement Age.

Policyholder's Normal Retirement Age, as used above, means the age determined by the Policyholder in its established guidelines.

**Schedule** means the schedule of benefits for this Certificate.

**Sickness** means illness, disease or disorder of the body.

**Skilled Nursing Facility** means an institution that:

- 1) operates pursuant to law;
- 2) in addition to room and board accommodations, is primarily engaged in providing skilled nursing care under the supervision of a Physician;
- 3) provides continuous 24 hour a day nursing service by or under the supervision of a registered graduate nurse (R.N.); and
- 4) maintains a daily medical record of each patient.

Skilled Nursing Facility does not mean any institution or part thereof that is used mainly as a home or place for:

- 1) the aged, or for rest, custodial or educational care;
- 2) alcoholism and drug addiction;
- 3) the treatment of Mental Illness.

**Skilled Nursing Facility Expenses** means Medicare Part A eligible expenses for services provided and billed by a Skilled Nursing Facility.

**Specialist** means a Physician who treats only certain:

- 1) parts of the body;
- 2) health problems, including, but not limited to, heart problems; or
- 3) age groups.

**Specialist Services** means surgery services and other services furnished by a Specialist including, but not limited to:

- 1) consultation;
- 2) diagnosis;
- 3) treatment; and
- 4) second opinion prior to surgery.

**Spouse** means any individual who is recognized as Your spouse under applicable state law.

Spouse also includes any individual who is Your partner to:

- 1) a civil union;
- 2) a registered domestic partnership; or
- 3) another relationship allowed by state law.

Spouse will include Your affidavit domestic partner provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy. You and Your partner will continue to be considered affidavit domestic partners provided You and Your Partner continue to meet the requirements described in the domestic partner affidavit.

Spouse does not include any person who is insured as a Retiree.

**The Policy** means the policy which We issued to the Policyholder under the Policy Number shown on the face page, this Certificate and all other riders, amendments and endorsements that make up the contract of insurance.

**Urgent Care** means non-emergency services to treat Sickness or Injury that requires immediate medical care.

**Usual and Customary Charge** means the prevailing charge made by most providers of a given service in the geographic area where the service is received. In no event will the Usual and Customary Charge exceed the actual amount charged.

**We, Us or Our** means Hartford Life and Accident Insurance Company.

**You or Your** means the Primary Insured.

## ELIGIBILITY AND EFFECTIVE DATES

**Primary Insured's Eligibility for Coverage:** You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date; or
- 2) the date You become a member of an Eligible Class for Coverage.

**Dependents' Eligibility for Coverage:** Your Dependent(s) will become eligible for coverage on the later of:

- 1) the date You become insured for Retiree coverage; or
- 2) the date You acquire Your first Dependent.

You may not cover Your Dependent if he or she is covered as a Retiree under The Policy. No person can be insured as a Dependent of more than one Retiree under The Policy.

**Eligibility Restriction:** In no event will a person be eligible for coverage under The Policy if he or she:

- 1) is engaged in active employment or is the Dependent of a person engaged in active employment, and is eligible to be covered by an employer's health plan which is primary payor to Medicare;
- 2) is covered by Medicaid for medical coverage;
- 3) is covered by a Medicare Advantage plan (Medicare Part C);

- 4) has other coverage in force that supplements Medicare or which provides coverage for his or her hospital or medical expense; or
- 5) is not eligible to be covered by Medicare.

**Enrollment:** For Non-Contributory Coverage, the Policyholder will automatically enroll You and Your Dependents for coverage.

To enroll for Contributory Coverage, You may be requested to:

- 1) complete and sign a group insurance enrollment form, which is satisfactory to Us, for Your and Your Dependents' coverage within 31 days of the date You are eligible for coverage; and
- 2) deliver it to the Policyholder.

If You do not enroll for Your coverage and/or Your Dependents' coverage within 31 days after becoming eligible under The Policy and later choose to enroll, You may only enroll for Your coverage and/or Your Dependents' coverage within 31 days of the date You have a Change in Family Status.

**Your Coverage Effective Date:** If You attained age 65 while covered under the Prior Policy, Your coverage will start on the date stated in the Prior Policy's provision transferring coverage to another insurer, subject to the Deferred Effective Date and Dependents' Deferred Effective Date provisions. Otherwise, Your coverage will start as stated below.

Non-Contributory Coverage will start on the date You become eligible, subject to the Deferred Effective Date provision.

Contributory Coverage will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date; or
- 2) the date You enroll, if You do so within 31 days from the date You are eligible;

subject to the Deferred Effective Date provision.

**Deferred Effective Date:** If on the Policy Effective Date, You are Confined in a Hospital or Skilled Nursing Facility, Your coverage will start on the date You are discharged.

**Dependents' Effective Date:** Non-Contributory Coverage will start on the date You become eligible for Dependent coverage, subject to the Dependents' Deferred Effective Date provisions.

Contributory Coverage will start, subject to the Dependents' Deferred Effective Date provision, on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

**Dependents' Deferred Effective Date:** If on the Policy Effective Date, Your Dependent is Confined in a Hospital or Skilled Nursing Facility, Your Dependents' coverage will start on the date he or she is discharged.

**Changes in Coverage Due to Change in The Policy:** Any increase or decrease in coverage because of a change in The Policy by the Policyholder will become effective on the date of the change.

## TERMINATION

**Termination of Your Coverage:** Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or The Policy no longer covers Your class;
- 3) the date the required premium is due but not paid, subject to the Individual Grace Period Policyholder Grace Period; or
- 4) the date You request We terminate Your coverage;

unless continued under the Continuation Provisions.

In addition, if You are eligible for coverage under The Policy because You are the widow or widower of a retired employee of the Policyholder, Your coverage will end on the first day of the month on or next following the date You remarry or execute a domestic partner affidavit.

**Individual Grace Period:** You will be allowed an Individual Grace Period of 31 days from the Premium Due Date for payment of each premium due after the initial premium. Your insurance will be continued during the Individual Grace

Period. If the Covered Person has a covered loss during the Individual Grace Period, the Covered Person will be liable to Us for payment of any premium accruing during the period We continued coverage in force under the provision.

The Individual Grace Period will not continue coverage after any date on which coverage would end, as stated in Termination of Your Coverage.

**Termination of Your Dependents' Coverage:**

Coverage for Your Dependent(s) will end on the earliest of the following:

- 1) the date Your coverage ends;
  - 2) the date the required premium is due but not paid, subject to the Individual Grace Period the Policyholder Grace Period;
  - 3) the date You are no longer eligible for Dependent coverage;
  - 4) the date We or the Policyholder terminate Dependent coverage;
  - 5) the date You request We terminate Dependent coverage; or
  - 6) the date You and Your Spouse are no longer married or legally terminate Your relationship;
- unless continued under the Continuation Provision.

## **CONTINUATION PROVISIONS**

**Surviving Dependent Continuation:** If You die while insured under The Policy, coverage for Your Dependents that is in force on the date of Your death may be continued, until the earliest of:

- 1) the date the coverage would otherwise have ended under Termination of Your Dependents' Coverage;
- 2) the date Your Spouse remarries, or executes another domestic partner affidavit; or
- 3) the date Your Spouse obtains coverage under another group plan.

We must receive Your Dependents' Request and the required premium to continue the coverage within 31 days of the Premium Due Date next following the date of Your death.

Solely for the purpose of continuing the coverage, Your Spouse will be considered the Primary Insured.

## **BENEFIT PAYMENTS**

We will pay benefits under The Policy only when the following requirements are met:

- 1) the expense Incurred:
  - a) is a Medicare eligible expense, except as may be stated for the Additional Plan Benefits;
  - b) is for Medically Necessary services, treatments or supplies; and
  - c) does not exceed the Usual and Customary Charge;
- 2) if the Covered Person is Confined in a Hospital, the Confinement is a Medicare approved Confinement;
- 3) We have verified that the Covered Person's insurance coverage is in force on the date the expense is Incurred;
- 4) the Covered Person has met any Deductibles under The Policy that apply;
- 5) the Covered Person has paid any Policy Copayment required under a benefit provision;
- 6) the Covered Person has not exhausted any applicable benefit maximum;
- 7) the Covered Person has not exhausted the Lifetime Policy Maximum Benefit; and
- 8) for any Calendar Year, the Covered Person has not exhausted the Calendar Year Policy Maximum.

The Schedule shows the applicable Copayments, Deductibles and maximums.

The Out-of-Pocket Expense Maximums apply as stated in the Schedule. Once satisfied, We pay benefits as stated in the Schedule.

For an expense to be covered under a benefit provision, the expense must be Incurred while the Covered Person is insured for that benefit.

**Changes to Medicare:** Benefits are adjusted annually or upon the effective date established by Medicare to reflect changes in the Medicare program. These changes may cause increases or decreases in benefit amounts payable under The Policy.

## MEDICARE PART A BENEFITS

### Hospital Confinement Benefit

When a Covered Person is Confined in a Hospital, We will pay the benefits stated below. The Confinement must be a Medicare approved Confinement. The Covered Person must Incur expenses for the Confinement while insured under this benefit.

**1st Through 60th Day of Hospital Confinement; Medicare Part A Deductible Coverage:** For the first 60 days of a Medicare approved Hospital Confinement during a Benefit Period, Medicare pays all Inpatient Hospital expenses Incurred, except for the Medicare Part A Deductible.

Under this benefit:

- 1) the Covered Person pays his or her percentage of the remaining Medicare Part A Deductible; and
  - 2) We pay Our percentage of the remaining Medicare Part A Deductible;
- shown in the Schedule.

**61st Through 90th Day of Hospital Confinement; Medicare Part A Coinsurance Coverage:** From the 61st through 90th day of a Medicare approved Hospital Confinement during a Benefit Period, Medicare pays all Inpatient Hospital expenses Incurred, except a daily Coinsurance charge equal to the percentage of the Medicare Part A Deductible shown in the Schedule.

Under this benefit:

- 1) the Covered Person pays his or her percentage of the remaining Medicare Part A Coinsurance; and
  - 2) We pay Our percentage of the remaining Medicare Part A Coinsurance;
- shown in the Schedule.

**91st Through 150th Day of Hospital Confinement; Medicare Part A Deductible Coverage:** Regular Medicare Hospital benefits end on the 90th day of Hospital Confinement during a Benefit Period. After the 90th day, Medicare grants a 60 day Lifetime Reserve Period. These 60 additional days can be used only once in a lifetime. Medicare allows a person the choice of using the days or saving them for the future. If he or she uses the days, Medicare pays all Inpatient Hospital expenses Incurred during the Lifetime Reserve Period except a daily Coinsurance charge equal to the percentage of the Medicare Part A Deductible shown in the Schedule.

Under this benefit:

- 1) the Covered Person pays his or her percentage of the remaining Medicare Part A Coinsurance; and
  - 2) We pay Our percentage of the remaining Medicare Part A Coinsurance;
- shown in the Schedule.

### Extended Hospital Confinement Benefit

Starting once Medicare's benefits are exhausted for Hospital Confinement during a Benefit Period:

- 1) the Covered Person pays his or her percentage; and
  - 2) We pay Our percentage;
- shown in the Schedule of the charges Incurred for Inpatient Hospital expenses for each additional day of Confinement during that Benefit Period.

This benefit is payable for the number of days of Hospital Confinement per Lifetime, shown in the Schedule, after the Lifetime Reserve Period.

### Skilled Nursing Facility Confinement Benefit

When a Covered Person is Confined in a Skilled Nursing Facility, We will pay the benefit stated below. The Confinement must be a Medicare Approved Skilled Nursing Facility Confinement.

**1st Through 20<sup>th</sup> Day of Skilled Nursing Facility Confinement:** For the first 20 Days of a Medicare Approved Skilled Nursing Facility Confinement during a Benefit Period, Medicare Part A pays all Skilled Nursing Facility Expenses. The Policy provides no coverage under this benefit for those 20 days.

**21st Through 100th Day of Skilled Nursing Facility Confinement Coverage:** From the 21st through 100th day of a Medicare Approved Skilled Nursing Facility Confinement during a Benefit Period, Medicare Part A pays all Skilled Nursing Facility Expenses except a daily Coinsurance charge equal to the percentage of the Medicare Part A Deductible shown in the Schedule.

Under this benefit:

- 1) the Covered Person pays his or her percentage of the remaining Medicare Part A Skilled Nursing Facility Coinsurance; and
- 2) We pay Our percentage of the remaining Medicare Part A Skilled Nursing Facility Confinement Coinsurance; shown in the Schedule. We pay the percentage of the remaining Medicare Part A Skilled Nursing Facility Coinsurance charges the Covered Person Incurs for those days, shown in the Schedule.

### **Extended Skilled Nursing Facility Confinement Benefit**

After the 100th day of Confinement in a Skilled Nursing Facility during a Benefit Period, Medicare benefits for Skilled Nursing Facility Confinements end.

Under this benefit, We will pay the Daily Benefit for each day of Confinement shown in the Schedule.

Payments under this benefit are limited to those days of Confinement that Medicare approves, or would have approved, had Medicare benefits for the Confinement not been exhausted.

## **MEDICARE PART B BENEFITS**

The coverages for Medicare Part B Benefits are described below. The Medicare Part B Benefits provided under this Certificate are shown in the Schedule of Benefits.

**Medicare Part B Deductible Coverage:** Under this benefit:

- 1) the Covered Person pays his or her percentage of the remaining Medicare Part B Deductible; and
- 2) We pay Our percentage of the remaining Medicare Part B Deductible; shown in the Schedule.

**Medicare Part B Coinsurance – Policy Coinsurance Coverage:** During a Calendar Year, after the Medicare Part B Deductible is met, Medicare generally pays the percentage of Medicare Part B eligible expenses shown in the Schedule. The Covered Person is responsible for the balance.

Under this benefit:

- 1) the Covered Person pays his or her percentage; and
  - 2) We pay Our percentage;
- of the Medicare Part B Coinsurance shown in the Schedule.

**Medicare Part B Coinsurance – Policy Copayment Coverage:** During a Calendar Year, after the Medicare Part B Deductible is met, Medicare generally pays the percentage of Medicare Part B eligible expenses shown in the Schedule. The Covered Person is responsible for the balance.

Under this benefit, the Covered Person pays the lesser of:

- 1) the Policy Copayment; or
  - 2) the remaining Medicare Part B Coinsurance;
- shown in the Schedule.

We pay Our percentage, shown in the Schedule, of the remaining Medicare Part B Coinsurance, if any.

## MEDICARE PART B EXCESS EXPENSE BENEFIT

**Excess Expense** means the difference between:

- 1) the amount billed for the Medicare Part B services plus the Limiting Charge; and
- 2) the Medicare Approved Amount.

Under this benefit, during any Calendar Year the Medicare Part B Deductible is met, the Covered Person will pay his or her percentage and We will pay Our percentage, shown in the Schedule, of the difference between 1) and 2). However, the amount of Our payment will not exceed the amount of any limit determined by state law or the Limiting Charge established by Medicare.

**Limiting Charge** means the highest amount the Covered Person can be charged for a covered service by Physicians and other health care providers who do not accept Medicare Assignment. The limit is 15% over Medicare's Approved Amount. The limiting charge only applies to certain services and doesn't apply to supplies or equipment.

We will not pay this benefit if:

- 1) the provider of the medical care accepts Medicare Assignment; or
- 2) the service or supply is not covered by Medicare Part B.

## ADDITIONAL PLAN BENEFITS

### Foreign Travel Emergency Benefit

Under this benefit the Covered Person pays:

- 1) the Foreign Travel Emergency Benefit Deductible; and
- 2) the Foreign Travel Emergency Benefit Coinsurance percentage of the expenses for Foreign Travel Emergency Medical Treatment;

shown in the Schedule. Then We pay the remaining percentage of covered expenses up to the Lifetime Foreign Travel Emergency Benefit Maximum shown in the Schedule. For benefits to be payable, the Covered Person must incur the first expense within 60 days of travel Outside of the United States.

This benefit does not cover Foreign Travel Emergency Medical Treatment if the Covered Person:

- 1) leaves the United States primarily to seek Foreign Travel Emergency Medical Treatment for an Injury or a Sickness;
- 2) has no legal obligation to pay for the treatment; or
- 3) receives the treatment during a Calendar Year in which the Covered Person travels or resides Outside of the United States for 6 consecutive months or longer.

If Medicare approves Foreign Travel Emergency Medical Treatment:

- 1) no benefits are payable under this provision for the treatment; and
- 2) other benefits under The Policy may provide coverage for the treatment.

If Medicare does not approve Foreign Travel Emergency Medical Treatment:

- 1) We will pay benefits for the treatment as stated in this provision; and
- 2) no benefits are payable for the treatment under any other benefit provision.

**Foreign Travel Emergency Medical Treatment** means any Medically Necessary Confinement, service or supply needed immediately due to Injury or Sickness of sudden and unexpected onset while the Covered Person is Outside of the United States, provided that the medical treatment, if received in the United States, would:

- 1) be considered reimbursable treatment under Medicare;
- 2) be considered in general use and of demonstrated value in the diagnosis and treatment of Injury or Sickness by Physicians within the United States;
- 3) be provided by a Physician; and
- 4) not be considered in a research or experimental stage by Physicians within the United States.

Foreign Travel Emergency Medical Treatment does not include incidental services including, but not limited to:

- 1) airfare;
- 2) travel fees;
- 3) lodging; or

4) meals;  
for the Covered Person.

**Outside of the United States** means outside the territorial limits of:

- 1) the 50 United States and the District of Columbia; and
- 2) Puerto Rico, the Virgin Islands, Guam and American Samoa.

### **Private Duty Nursing Benefit**

Under this benefit the Covered Person pays the Policy Copayment per shift shown in the Schedule. Then, We will pay the expenses Incurred for a Private Duty Nurse for the number of shifts shown in the Schedule.

We will pay a Private Duty Nursing Benefit for each 8 hour shift. In no event will We will pay:

- 1) more than the actual amount charged for the shift;
- 2) more than the Maximum Benefit per shift shown in the Schedule; or
- 3) for more than the Maximum Number of shifts shown in the Schedule.

The private duty nursing service must be provided to the Covered Person while the Covered Person is:

- 1) insured under this benefit; and
- 2) Confined in a Hospital.

The private duty nursing services must be charged directly to the Covered Person by the Private Duty Nurse and not charged by the Hospital.

**Private Duty Nurse** means a:

- 1) Registered Graduate Nurse (R.N. or A.P.R.N.); or
- 2) Licensed Practical Nurse (L.P.N.);

who is not a Family Member.

We will not pay for more than 3 shifts of private duty nursing services per day. A shift consists of at least 3 consecutive hours of nursing care. Shifts of more than 3 hours but less than 8 hours will be paid on a pro-rata basis.

The Private Duty Nursing Benefit Maximum and the Maximum Number of shifts are shown in the Schedule.

### **At-Home Recovery Benefit**

Under this benefit the Covered Person pays the Policy Copayment shown in the Schedule. We pay the expenses Incurred for the number of At-Home Recovery Visits per week up to the At-Home Recovery Benefit Maximum shown in the Schedule.

For benefits to be payable:

- 1) the treating Physician must certify that the Covered Person:
  - a) requires the services of a Care Provider for At-Home Recovery Visits due to Sickness, Injury or surgery for which a home care plan of treatment was approved by Medicare; and
  - b) the specific type and frequency of At Home Recovery services are necessary because of a condition for which a home health care plan of treatment was approved by Medicare.
- 2) The At-Home Recovery Visits must be:
  - d) provided to the Covered Person while insured under this benefit;
  - e) primarily to provide services which assist in Activities of Daily Living;
  - f) provided on a visiting basis in the Covered Person's Home; and
  - g) provided while the Covered Person is receiving Medicare-approved home health care services, or within 8 weeks after the service date of the last Medicare home health care visit.

We will not pay for:

- 1) At-Home Recovery Visits that are paid for by Medicare or any other government program;
- 2) At-Home Recovery Visits provided by Family Members, unpaid volunteers or providers who are not Care Providers; or
- 3) more than the number of Medicare-approved home health care visits under a Medicare-approved home care plan of treatment.

**Activities of Daily Living** means those daily activities necessary for a person to perform in order to function independently, including, but not limited to, bathing, dressing, personal hygiene, transferring, eating, ambulating, assistance with drugs that are normally self-administered and changing bandages or other dressings.

**At-Home Recovery Visit** means the period of a visit required to provide at-home recovery care, without limit on the duration of the visit, except each consecutive 4 hours in a 24 hour period of services provided by a Care Provider is considered one visit.

**Care Provider** means:

- 1) a duly qualified or licensed home health aide or homemaker, personal care aide or nurse; and
- 2) provided through a licensed home health care agency; or
- 3) referred by a licensed referral agency or licensed nurses registry.

**Home** means a place used by the Covered Person as a place of residence. It may be the Covered Person's own dwelling, an apartment, a relative's home, a home for the aged or some other type of institution, provided it is a place that would qualify as a residence for Home Health Care services covered by Medicare. A Hospital or Skilled Nursing Facility is not considered the Covered Person's home.

### **Preventive Care Cancer Screening Benefit**

We will pay the charges Incurred by the Covered Person for any of the following tests when not covered by Medicare:

- 1) one ovarian cancer surveillance test each Calendar Year ordered by a Physician;
- 2) one colon cancer screening each Calendar Year ordered by a Physician; and
- 3) one prostate screening each Calendar Year for the early detection of prostate cancer for men over 50 years of age. The screening may be performed by any qualified medical professional, including an urologist, an internist, a general practitioner, a doctor of osteopathy, a nurse practitioner or a physician assistant. The screening must include at least the following:
  - a) a prostate-specific antigen (PSA) blood test; or
  - b) a digital rectal examination.

### **Hospice Care Benefit**

**Hospice Care** means Medicare approved medical and support services needed to manage the symptoms and relieve the pain of a terminal illness provided through a Medicare approved Hospice Care program. Hospice Care includes, but is not limited to:

- 1) nursing care, therapies, medical supplies and appliances;
- 2) short-term Inpatient respite care; and
- 3) Physician, home health aide and counseling services.

Under Medicare, a terminally ill person may elect to receive Hospice Care benefits instead of most regular Medicare Part A and Part B benefits. Then, Medicare pays all approved Hospice Care charges except Coinsurance charges for Inpatient respite care, drugs and biologicals.

If the Covered Person elects to receive Hospice Care, We will pay the Medicare Part A and Medicare Part B Coinsurance charges that the Covered Person Incurs.

The Hospice Care must be:

- 1) approved by Medicare; and
- 2) received while insured under this benefit.

If payment under this benefit is due for an expense, no other benefits of The Policy will be provided for that expense.

### **Blood Deductible Benefit**

Medicare does not cover the first 3 pints of blood received each Calendar Year.

We will pay the expenses the Covered Person Incurs for these first 3 pints of blood, or equivalent quantities of packed red blood cells, as defined under federal regulations.

## Hearing Services Benefit

**Hearing Services** means:

- 1) diagnostic hearing and balance evaluations performed by a Physician or certified audiologist;
- 2) routine hearing and balance exams;
- 3) hearing aids; and
- 4) tests for fitting hearing aids.

Medicare does not cover supplemental routine hearing exams and hearing aids. Medicare pays the percentage shown in the Schedule of Medicare Approved Amounts for diagnostic hearing exams provided by a Physician.

Under this benefit, the Covered Person pays the Policy Copayment, shown in the Schedule, for the following Hearing Services:

- 1) one routine hearing and balance exam every 12 months;
- 2) two hearing aids every 3 years; and
- 3) one hearing aid fitting evaluation every 3 years.

Then, We pay the percentage of the remaining covered expenses Incurred for these Hearing Services up to the Hearing Services Benefit Maximum shown in the Schedule.

If only one hearing aid is purchased, the full Policy Copayment shown in the Schedule must be paid. However, if a second hearing aid is purchased within the period stated above in 2), the Covered Person will not be charged an additional Policy Copayment for that hearing aid, including fitting and evaluation.

## Vision Services Benefit

**Vision Services** means:

- 1) diagnosis and treatment of Sicknesses and Injuries of the eye, including, but not limited to, treatment for age-related macular degeneration;
- 2) routine eye exams (eye refractions) for eyeglasses or contact lenses;
- 3) glaucoma screening; and
- 4) prescription eyeglasses or contact lenses.

Medicare does not cover supplemental routine eye exams and glasses. Medicare pays the percentage shown in the Schedule of Medicare Approved Amounts for:

- 1) diagnosis and treatment of Sicknesses and Injuries of the eye;
- 2) one pair of eyeglasses or contact lenses after cataract surgery; and
- 3) annual glaucoma screenings for persons at risk.

Under this benefit, the Covered Person will pay the Policy Copayment, shown in the Schedule, for the following Vision Services:

- 1) one supplemental routine eye exam every 12 months; and
- 2) one pair of glasses every 12 months or 12 month supply of contact lenses;

for the period shown in the Schedule. Then, We pay the percentage of the remaining covered expenses Incurred for these Vision Services up to the Vision Services Benefit Maximum shown in the Schedule.

## Acupuncture Services Benefit

**Acupuncture Services** means services performed by a licensed acupuncturist to treat pain, involving the insertion of needles through skin at strategic points on the body.

Medicare does not cover Acupuncture Services.

The Covered Person pays the Policy Copayment, shown in the Schedule, for Acupuncture Services. Then, We pay the percentage of the covered expenses Incurred for Acupuncture Services up to the Acupuncture Services Benefit Maximum shown in the Schedule.

## Out-of-Pocket Expense Carryover Benefit

If:

- 1) the Covered Person becomes covered under The Policy during the last 3 months of a Calendar Year; and
- 2) the Covered Person Incurs Out-of-Pocket Expenses during the last 3 months of that Calendar Year; and

3) those expenses are applied to his or her Out-of-Pocket Expense Maximum during that Calendar Year; then the Covered Person's Out-of-Pocket Expense Maximum for the next Calendar Year will be reduced by the amount of expenses described in item 2).

The Out-of-Pocket Expense Maximum is:

- 1) shown in the Schedule; and
- 2) applies to the Covered Person each Calendar Year.

Only Out-of-Pocket Expenses can be used to satisfy the Out-of-Pocket Expense Maximum.

### **Annual Physical Exam Benefit**

Medicare does not cover annual physical exams.

The Covered Person pays the Policy Copayment shown in the Schedule. Then, We pay the remaining expenses Incurred by the Covered Person for one physical exam performed by a Physician per Calendar Year up to the Annual Physical Benefit Maximum shown in the Schedule. The exam may include one or more of the following:

- 1) review of the Covered Person's medical history;
- 2) check of the Covered Person's memory and mental quickness;
- 3) check of the Covered Person's blood pressure, heart rate, respiration rate and temperature;
- 4) check of the Covered Person's general appearance;
- 5) heart, lung, head and neck, abdominal, neurological, dermatological, hernia and extremities exams;
- 6) exam of a male Covered Person's sexual organs and a prostate exam;
- 7) a breast exam and pelvic exam for female Covered Persons;
- 8) laboratory tests for a complete blood count, chemistry panel, urinalysis and lipid panel;
- 9) discussion of risk factor reductions; and
- 10) other services performed as part of an annual exam which are not covered by Medicare or under another benefit provision of The Policy.

Any additional services provided during the exam are not covered under this benefit.

### **Chiropractic Services Benefit**

**Chiropractic Services** means:

- 1) services performed by a licensed chiropractor to correct structural alignment and improve the body's physical function by applying controlled sudden force to a spinal joint; or
- 2) manual manipulation of the spine to correct subluxation.

Medicare only covers spinal manipulations.

The Covered Person pays the Policy Copayment for Chiropractic Services shown in the Schedule. Then, We pay the percentage of the expenses Incurred for Chiropractic Services not covered by Medicare up to the Chiropractic Services Benefit Maximum shown in the Schedule.

## **PRE-EXISTING CONDITIONS LIMITATION**

**Conditions Prior to Effective Date of Coverage:** We will not pay a benefit under The Policy for any expenses Incurred:

- 1) during the first 6 months of the Covered Person's coverage; and
- 2) which are the result of a Pre-existing Condition;

unless the Injury or Sickness starts after the Covered Person has been free of medical care for that condition for 12 consecutive months ending on or after the Covered Person's effective date of coverage.

**Conditions Prior to Effective Date of Increase in Coverage:** We will not pay an increased benefit under The Policy for any expenses Incurred:

- 1) during the first 6 months following the effective date of a change in the Covered Person's coverage that increases the Covered Person's benefits; and
- 2) which are the result of a Pre-existing Condition;

unless the Injury or Sickness starts after the Covered Person has been free of medical care for that condition for 6 consecutive months ending on or after the Covered Person's effective date of benefit increase.

**Change from a Prior Policy:** If the Covered Person's coverage under The Policy is transferring uninterrupted from coverage under a Prior Policy, then We will credit, toward satisfaction of this Pre-existing Condition Limitation provision, the period that the Covered Person was continuously covered by that policy immediately before the transfer. Any expenses Incurred which are payable under a provision of that policy will not be payable under The Policy.

**Replacement Coverage:** If the Covered Person:

- 1) purchased coverage under The Policy to replace coverage under another retiree group or individual health insurance policy; and
- 2) provides proof of coverage under the replaced policy;

then We will credit, toward satisfaction of this Pre-existing Condition Limitation provision, the period that the Covered Person was continuously covered by the replaced policy immediately before the replacement.

However, if benefits under The Policy are greater than those provided by the replaced policy, this Pre-existing Condition Limitation will apply only to the increase in benefits.

**Pre-existing Condition** means any Injury or Sickness for which medical care is received by the Covered Person:

- 1) within the 6 consecutive months prior to the date the Covered Person's insurance starts; or
- 2) within the 6 consecutive months prior to the effective date of the Covered Person's increase in coverage.

Medical care is received when:

- 1) a Physician is consulted or provides medical advice; or
- 2) Treatment is recommended or prescribed by, or received from, a Physician.

Treatment includes, but is not limited to:

- 1) medical examinations, tests, attendance or observations;
- 2) medical services, supplies or equipment, including their prescription or use; and
- 3) prescribed drugs or medicines, including their prescription or use.

All manifestations, symptoms, or findings which result from:

- 1) the same or related Injury or Sickness; or
- 2) any aggravations of the same or related Injury or Sickness;

are considered to be the same Injury or Sickness for the purpose of determining a Pre-existing Condition.

This Pre-existing Condition Limitation does not apply to any increase in coverage due to a change in Medicare benefits.

## GENERAL LIMITATIONS AND EXCLUSIONS

**Limitation If Not Enrolled in Medicare Part A and Part B:** If the Covered Person has not enrolled in both Medicare Part A and Part B, We will pay the benefits under The Policy as if the Covered Person had enrolled in both parts of Medicare.

**Medicare Part A and Medicare Part B Services:** The portion of an expense that is more than Medicare considers reasonable is:

- 1) not a Medicare Part A or Medicare Part B eligible expense;
- 2) not covered by Medicare; and
- 3) not covered under The Policy.

**Exclusions:** The Policy does not cover:

- 1) any expense that is:
  - a) not a Medicare eligible expense;
  - b) beyond the limits imposed by Medicare for the expense;
  - c) excluded by name or specific description by Medicare, except as specifically provided under The Policy;or
- d) Incurred for treatment when received from a provider who does not accept Medicare;
- 2) any expense if the Covered Person has entered into a private contract with a Physician;
- 3) any portion of a covered expense to the extent paid or payable by Medicare;
- 4) treatment not provided in accordance with general accepted professional medical standards;
- 5) any benefits payable under one benefit provision of The Policy to the extent payable under another benefit of The Policy;

- 6) covered expenses Incurred after coverage terminates;
- 7) expenses Incurred before coverage starts;
- 8) any expense that exceeds the Usual and Customary Charge;
- 9) elective or cosmetic surgery;
- 10) telephone-medicine, e-mail-medicine, internet connection-medicine and telemedicine;
- 11) orthognathic surgery;
- 12) surrogate parenting;
- 13) health services and associated expenses for sex transformation operations;
- 14) services and supplies paid for through a legal action or settlement;
- 15) any expense in connection with an Injury or Sickness for which benefits are provided under workers' compensation, occupational disease, employers' liability or similar law;
- 16) any expense in connection with an Injury or Sickness which is due to war or act of war, whether declared or not;
- 17) any expense Incurred for a condition contributed to by, caused by, or resulting from, the Covered Person's commission, or attempted commission, of a felony; or
- 18) unless otherwise covered in The Policy, reports, evaluations, physical examinations, or Hospital Confinement not required for health reasons including, but not limited to, employment, insurance or government licenses, and court ordered, forensic or custodial evaluations.

Certain services that are excluded according to this provision may, at Our discretion, be covered under The Policy, if the services are required as a part of an authorized, monitored care plan.

## GENERAL PROVISIONS

**Statements:** In the absence of fraud, all statements made by a Covered Person will be considered representations and not warranties.

**Time Limit on Certain Defenses:** After a Covered Person has been insured under The Policy for 2 years during his or her lifetime, no statement made by him or her, except an intentionally fraudulent misstatement, will be used to reduce or deny a claim beginning after the 2 year period. To be used, the statement must:

- 1) be in writing;
- 2) be signed by the Covered Person who made it; and
- 3) a copy must be given to him or her.

If the Covered Person is not of the age of majority, then the statement must be signed by the Primary Insured.

**Legal Actions:** No legal action may start:

- 1) until 60 days after proof of loss has been given; or
- 2) more than 3 years after the time proof of loss is required to be given.

**Misstatement of Age:** If the age of any Covered Person has been misstated:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

**Policy Interpretation:** We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

**Insurance Fraud:** Insurance fraud occurs when a Covered Person and/or the Policyholder provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if a Covered Person and/or the Policyholder commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if a Covered Person and/or the Policyholder perpetrate insurance fraud.

**Conformity with State Statutes:** Any provision of The Policy which, on the provisions effective date, conflicts with any applicable law is amended to meet the minimum requirements of the law.

**Time Periods:** All periods begin and end at 12:01 A.M., Standard Time at the place where The Policy is delivered.

## CLAIM PROVISIONS

**Notice of Claim:** Written Notice of Claim must be given to Us within 20 days after the start of any loss covered by this Certificate, or as soon as is reasonably possible. Notice given by or on behalf of a Covered Person to Us, or to Our authorized agent, with information sufficient to identify the Covered Person, shall be notice to Us.

**Claim Forms:** When We receive written Notice of Claim, We will send claim forms. If the claimant does not receive the forms within 15 days after written Notice of Claim is sent, Proof of Loss may be sent to Us without waiting to receive the claim forms.

**Proof of Loss:** The claimant must send written proof of loss to Us. This proof must be provided within 90 days after the date of the loss. If it is not reasonably possible to give proof in this time, proof must be provided as soon as reasonably possible. Proof of loss may not be given more than one year after the time proof is otherwise required, unless the claimant is legally incapacitated.

**Time of Payment of Claims:** Benefits payable under this Certificate will be paid within 60 days after Our receipt of due written Proof of Loss.

**Payment of Claims:** Unless benefit payments are assigned as stated below, all benefits are payable to You. Any payments owed at Your death may be paid to Your estate in a lump sum.

**Assignment of Benefit Payments:** You may assign the Covered Person's benefit payments to the institution or person rendering service by giving Us a written release. You may not assign any coverage or rights and duties under this Certificate in any other way or to any other person.

**Claim Denial:** If a claim for benefits is wholly or partly denied, the claimant will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

**Claim Appeal:** On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so he or she must submit a Request within 180 days of receipt of the claim denial. The claimant may:

- 1) request copies of all documents, records, and other information relevant to the claim; and
- 2) submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

**Overpayment Recovery:** We have the right to recover any amount that We determine to be an overpayment. In the absence of an assignment, as described in Assignment of Benefit Payments above, You have the obligation to reimburse Us any such amount within 90 days after the date of the overpayment.

If You do not reimburse Us in a timely manner, We have the right to:

- 1) recover such overpayments from:
  - a) You;
  - b) any other person to, or for whom payment, was made; and
  - c) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors until full reimbursement is made;
- 3) refer the unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

## ANSWERS to YOUR QUESTIONS

**Q: Who can I call if I have questions?**

**A:** Please contact the Amwins Group Benefits Customer Care Center toll-free at 1-888-883-3757, Monday through Friday, from 8 a.m. to 8 p.m. ET.

**Q: How does the plan work?**

**A:** Medicare has coverage gaps which are the costs that you must pay, like coinsurance, co-payments, and deductibles. This plan helps fill those gaps. You may go to any doctor, specialist, or hospital that accepts Medicare. Medicare pays its share and then your plan pays based on your plan's benefits. You will receive a Medicare Summary Notice in the mail (in most cases each month), including information on the amount paid on your behalf and any additional amount due.

**Q: Can my age 65 spouse enroll if I am not yet age 65?**

**A:** Yes. As long as your spouse is eligible to participate in the Program and is age 65 or over. As soon as you become Medicare eligible, you can enroll on the first day of the month in which you reach your 65th birthday.

**Q: My spouse is not yet 65. What will happen to coverage for my spouse after I enroll in this plan?**

**A:** Your spouse will continue coverage under the pre-Medicare early retiree plan. Two months prior to your spouse attaining age 65, a Medicare enrollment packet will be mailed. At that time, your spouse should contact Social Security to enroll in Medicare Parts A and B in order to be eligible to enroll in the group Medicare Plan.

**Q: Will I have to re-enroll in the Plan next year?**

**A:** No, once you enroll, you remain in the plan until you elect or terminate coverage.

**Q: When will I receive my ID Cards?**

**A:** ID cards will be sent once we process your enrollment materials. Medical and Prescription Drug ID cards will arrive in two separate packages just prior to your effective date.

**Q: How are my medical claims paid?**

**A:** As long as your physician accepts Medicare you will not have to send in any claim forms. Present your ID card along with your Medicare card to your doctor. Medicare pays the provider of the Medicare portion of your claim and forwards the balance due to the claims administration department.

**Q: Do I still need my Medicare ID Card?**

**A:** Yes. You will continue to use your Medicare ID card with this plan in conjunction with your Plan ID card.

**Q: Do my prescription drug co-payments count toward my medical plan deductible?**

**A:** No. Any co-payments you make for prescription drugs do not count toward deductibles or out of pocket maximum amounts for your medical plan.

**Q: How do I get my prescriptions filled?**

**A:** Simply present your ID card and prescription to a participating pharmacy in the plan network. You will also receive information about mail order prescriptions when you enroll. You can find more information about your prescription coverage by visiting [www.Express-Scripts.com](http://www.Express-Scripts.com) or by calling Amwins Group Benefits at 1-888-883-3757.

**Q: Where can I get information on using Mail Order Services?**

**A:** Once you enroll in the plan, you will receive a fulfillment kit in the mail which will include mail order through the Express Scripts Pharmacy. Please be aware that you will need to obtain new prescriptions from your Doctor before ordering prescriptions from this new mail order program. The necessary forms and instructions on how to order prescriptions through the mail order service will be included in your fulfillment packet. Please expect your package and materials to arrive shortly before your plan effective date.

## ANSWERS to YOUR QUESTIONS

**Q: How can I find out if my drugs are covered on the new plan?**

**A:** Visit [www.Express-Scripts.com](http://www.Express-Scripts.com). Some covered drugs may have additional requirements or limits on coverage. You can find out if your drug has any additional requirements or limits by reviewing the formulary. If your drug is not included on the formulary, you should first contact us and ask if your drug is covered. Please contact Amwins Group Benefits Customer Care toll-free at 1-888-883-3757 or visit [www.Express-Scripts.com](http://www.Express-Scripts.com) for more information about your prescriptions.

**Q: How can I lower my drug expenses?**

**A:** Generic medications often cost less than brand-name counterparts. Talk to your doctor to determine if a generic is available. You may also have the option of mail order, where you can receive up to a 90-day supply for one mail order co-payment.

**Q: What services are not covered?**

**A:** Services not covered by Medicare are not covered by this plan. Please contact us for the Medicare exclusion list. You may also call 1-800-MEDICARE or visit [www.medicare.gov](http://www.medicare.gov).

**Q: Do I have the option to enroll in just medical or prescription drug coverage or do I have to enroll in both plans?**

**A:** The Amwins health benefit plan combines two separate plans into one package which includes both medical and prescription drug coverage. You may not elect the prescription drug coverage without participating in the medical plan, or vice versa. The premium for medical insurance includes the prescription drug benefit.

**Q: How do I pay for my coverage?**

**A:** Amwins will invoice you for your portion of the cost. You may pay by automatic bank deduction or by check.

**Q: Can I enroll in a separate Medicare Part D plan and the Amwins medical and prescription plan?**

**A:** No. You cannot enroll in two Medicare Part D plans. If you enroll in a separate Medicare Part D plan, you are not eligible to enroll in the Amwins medical plan and prescription drug plan.

**Q: How do I obtain a replacement ID card for my plans?**

**A:** Call Amwins Group Benefits at 1-888-883-3757, Monday through Friday, from 8 a.m. to 8 p.m. EST.

**Q: Will I be able to transfer an existing Rx prescription from my current pharmacy to a participating Express Scripts retail pharmacy, or will I need to obtain a new prescription from my doctor?**

**A:** Yes, you should be able to transfer an existing prescription to a new pharmacy. To do this, you will need to go to your new participating retail pharmacy and ask them to transfer your prescription from your previous pharmacy. They will be able to complete the transfer once you provide your name, phone number and the drug that you will be transferring. You can do this process at any time.

# City of Charleston, WV Members 2023 Program Enhancements



*The City of Charleston, WV is improving the way we deliver your Retiree Medicare benefits for 2023.*



Dear City of Charleston, WV Member:

The City of Charleston, WV understands the importance of not only providing retiree medical benefits, but also ensuring that the plans are administered efficiently and are easily understood. To meet these objectives, we selected **Amwins Group Benefits** to administer medical benefits for all City of Charleston, WV Retiree Medical Plan participants who are age 65 or older. By partnering with Amwins, we can provide plan options and greater service through one toll-free number for answers to your questions about your medical and prescription drug coverage.

Beginning July 1, 2023, your health care benefits will be administered by Amwins, a leader in innovative health care solutions with over 20 years of experience in administering **retiree health plans**.

While Amwins will handle the day-to-day administration of your retiree health plan, the City of Charleston, WV will continue to sponsor the new supplemental Medicare plans. This change is designed to provide you with a choice of plans and an experienced team of retiree benefits experts to assist and support you. Here's what you'll see:

- **Health plan options**  
For 2023, you'll have new plan options for retiree medical and prescription drug.
  
- **A Dedicated Retiree Customer Care Center:**  
If you need help or have a question, you will be able to speak to the dedicated Amwins Customer Care Center for City of Charleston, WV Medicare Members toll-free.
  
- **No need to change your doctors:**
  - The new medical plans will provide supplemental coverage to Medicare, just as your current plan does today.
  - There are **NO** network restrictions; you can see any doctor or provider who accepts Medicare.

This change will provide a better solution to our retirees' health care needs. Rest assured that all the details you'll need to know will follow in the coming weeks. In the meantime, please read on for an overview of what to expect.

Sincerely,



# Exciting 2023 Program Updates

## What improvements you'll see for 2023:

Your new City of Charleston, WV “Group”, Medicare supplemental plan options	These new City of Charleston, WV group plans will be fully-insured by The Hartford Life and Accident Insurance Company (medical) and Express Scripts Insurance Company (prescription drugs).
New Retiree Customer Care Center just for you	Amwins trained Medicare specialists will provide plan advice, information, and enrollment support as you need it all throughout the year. They will be your advocates for anything related to Medicare and your health care needs.



## What's Next

Now	Simply wait for the complete 2023 Enrollment Guide to be mailed to your home. Please hold your phone calls and inquiries until after you receive the information.
Mid-April, 2023	You will receive the 2023 plan information and enrollment materials from Amwins and you will have access to our new Retiree Customer Care Center operated by Amwins.
May 2023	Enrollment Forms due back to Amwins
June 2023	Medical and Rx ID cards mailed to retirees
July 1, 2023	Coverage under the plan becomes effective.



50 Whitecap Drive  
North Kingstown, RI 02852

Address Block

## What You Need to Do Now

Simply wait for your complete personalized Enrollment Kit detailing your 2023 options. Kits will arrive via U.S mail in April.



*This guide has been designed to help you understand the retirement changes taking effect beginning July 1, 2023 and provides a description of certain benefit programs for which you are eligible today. If there is any discrepancy between the information presented in this guide and the official plan documents, the plan documents will always govern. The City of Charleston, WV reserves the right to make future changes as it deems appropriate. Participation in these plans is not a promise or guarantee of future benefits.*