



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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

AGENDA FINANCE COMMITTEE MEETING

Monday, May 1, 2023

6:30 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 4-17-2023

II. RESOLUTIONS:

- a. Resolution No. 798-23 – Authorizing the Mayor or City Manager to execute the Stadium License, Lease and Service Agreement First Amendment between the City of Charleston and Charleston Professional Baseball Company, LLC relating to the lease of the baseball stadium located at 601 Morris Street.
- b. Resolution No. 799-23 - Authorizing approval of Amendment No. 6 of the FY 2022-2023 General Fund Budget as indicated on the attached list of accounts.
- c. Resolution No. 800-23 - Authorizing the Mayor or City Manager to purchase Pulsar swimming pool chemicals from Main Line Commercial Pools to be used in City-operated pools.
- d. Resolution No. 801-23 - Authorizing the Mayor or City Manager to enter into a contract with Specialty groups, Inc. for the 5-Corners Intersection Construction Project.

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

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., APRIL 17, 2023
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., April 17, 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 (arrived at 6:28 started voting during Res. No. 792-23)
Chad Robinson
Shawn Taylor

Absent:

Other Councilmembers present:

Beth Kerns
Joe Solomon
Frank Annie
Chelsea Steelhammer
Bruce King
Shannon Snodgrass
Emmett Pepper

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the April 3, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 789-23 – Authorizing the Mayor or City Manager to submit an application to the FEMA Pre-Disaster Mitigation Program in the total amount of \$626,000 that includes the required \$157,000 cash match and in-kind engineering project management and administer any funds awarded. The City will utilize these funds for the Chesterfield Avenue Stormwater Project.

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

That the Mayor or City Manager is hereby authorized to submit an application to the FEMA Pre-Disaster Mitigation Program in the total amount of \$626,000 that includes the required \$157,000 cash match and in-kind engineering project management and administer any funds awarded. The City will utilize these funds for the Chesterfield Avenue Stormwater Project.

City Manager, Ben Mishoe, added that the City is submitting an application for a grant for stormwater mitigation on Chesterfield Avenue with a 25% match requirement.

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. 789-23 approved.

- b. Resolution No. 790-23 – Authorizing the Mayor or City Manager to enter into an agreement for the RAISE Capital Connector Project with the U.S. Department of Transportation in the amount of \$1,975,000 with a \$225,000 non-federal share. These funds will be utilized to design east end pedestrian and bicycle accessibility from Magic Island to the 35th Street Bridge.

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

That the Mayor or City Manager is hereby authorized to enter into an agreement for the RAISE Capital Connector Project with the U.S. Department of Transportation in the amount of \$1,975,000 with a \$225,000 non-federal share. These funds will be utilized to design east end pedestrian and bicycle accessibility from Magic Island to the 35th Street Bridge.

Mishoe added that there was not a matching requirement as part of the agreement, but the cost of the project exceeded the grant by \$225,000. The grant will be submitted upon approval of the resolution.

Councilmember Jenkins asked why the proposal was more than allotted. City Engineer, Chris Knox added that the original cost was significantly decreased by the City.

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. 790-23 approved.

- c. Resolution No. 791-23 – Authorizing the Mayor to sign and submit to the U.S Department of Housing and Urban Development the Annual Action Plan for Program Year 2023 (FY 2023 to 2024), Year 4 of the Consolidated Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the Annual Action Plan.

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

That the Mayor is hereby authorized and directed to sign and submit to the U. S. Department of Housing and Urban Development the Annual Action Plan for Program Year 2023 (FY 2023 to 2024), Year 4 of the Consolidated Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the Annual Action Plan.

Director of MOECD, Andy Backus, added that the resolution is for the 4th Year under the 5 Year Consolidated Plan. The listed projects support the goals as outlined in the Plan that include safe, affordable and accessible housing. They are addressing homelessness, addiction and supportive services by contributing the maximum allowed to public services. They are promoting community and economic development by investing in infrastructure in the ADA curb program. They are supporting workforce development, education programs, safe supportive childcare and youth programs by supporting neighborhood facilities.

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. 791-23 approved.

- d. Resolution No. 792-23 – Authorizing the Mayor or City Manager to purchase sixteen SCBA's (Self-Contained Breathing Apparatuses) with related equipment for the Charleston Fire Department from Atlantic Emergency Solutions for a total cost will be \$151,374.00, which includes the 10% required match, where the pricing is available through an HGAC contract and the funding comes from the 2021 Assistance to Firefighters Grant award.

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

That the Mayor or City Manager is hereby authorized to purchase sixteen SCBA's (Self-Contained Breathing Apparatuses) with related equipment for the Charleston Fire Department from Atlantic Emergency Solutions for a total cost will be \$151,374.00, which includes the 10% required match, where the pricing is available through an HGAC contract and the funding comes from the 2021 Assistance to Firefighters Grant award.

Mishoe added that funding for the purchases will come from a 2021 grant.

Councilmember Jenkins confirmed with Fire Chief Mathews that they will go in fire trucks.

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. 792-23 approved.

- e. Resolution No. 793-23 – Authorizing the Mayor or City Manager to execute (1) the Termination of Lease and Settlement Agreement with Roark-Sullivan Lifeway Center, Inc.; (2) the Ground Lease Agreement with Goodwill Industries of Kanawha Valley, Inc.; and (3) the Lease Agreement with Kanawha Valley Collective, Inc., all attached hereto as exhibits and all relating to the operations of the Giltinan Center and the Veterans Transitional Living Center and Service Center, located at 505 and 507 Leon Sullivan Way.

WHEREAS, the City Council for the City of Charleston previously approved that certain Lease Agreement dated August 28, 2007 between the City and Roark-Sullivan Lifeway Center, Inc. (“Roark-Sullivan”) related to the operation of the Giltinan Center and the Veterans Transitional Living Center and Service Center on Leon Sullivan Way; and

WHEREAS, the Board of Directors of Roark-Sullivan has decided to dissolve the nonprofit and sell all of its assets to Peak Living Services, Inc., a subsidiary of Goodwill Industries of Kanawha Valley, Inc. (“Goodwill”); and

WHEREAS, the City’s burden in providing services for its homeless population and veteran population is greatly reduced by the operation of the Giltinan Center and the Veterans Transitional Living Center and Service Center, along with the general efforts of Kanawha Valley Collective, Inc. (“KVC”) in providing services in the community; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to terminate the existing lease with Roark-Sullivan and enter into a new lease with KVC for the operation of the Giltinan Center and a ground lease with Goodwill that requires the continued operation of the Veterans Transitional Living Center and Service Center.

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

That the Mayor or City Manager is hereby authorized to execute (1) the Termination of Lease and Settlement Agreement with Roark-Sullivan Lifeway Center, Inc.; (2) the Ground Lease Agreement with Goodwill Industries of Kanawha Valley, Inc.; and (3) the Lease Agreement with Kanawha Valley Collective, Inc., all attached hereto as exhibits and all relating to the operations of the Giltinan Center and the Veterans Transitional Living Center and Service Center, located at 505 and 507 Leon Sullivan Way.

City Attorney, Kevin Baker, added that the resolution authorizes three separate agreements. The first is a termination of the current 50-year lease with Roark-Sullivan that relates to the operation of the Giltinan Center and the land underneath the Veterans Transitional Living Center and Service Center. Roark-Sullivan will no longer be able to operate these facilities. The second is a ground lease agreement with Goodwill for the Veterans Transitional Living Center and Service Center and the ground underneath it. The third is a lease agreement with Kanawha

Valley Collective for the operations of the Giltinan Center. For both, the terms are essentially the same as to the Roark-Sullivan agreements. Baker added that one major difference is that instead of a 50-year lease, they will be 10-year leases with renewals of 5 years.

From the audience, Councilmember Snodgrass, who is on the Facilities Committee, asked if those organizations would be responsible for building repairs. Baker replied that the lease agreement is a fairly standard commercial agreement where the landlord is responsible for major construction, such as a roof replacement. However, the City is not responsible for day to day maintenance. Councilmember Snodgrass asked if there was a fee associated with the lease. Baker replied that the consideration of the lease is essentially the reduction of the expenses in the City's budget that it would have to do fund these services. Councilmember Snodgrass asked if it would be more beneficial to give the organization to the facilities. Baker replied that he did not know if there was any interest in anyone else obtaining the property, in part because the City would have to sell it at fair market value.

Councilmember Ceperley spoke in favor of the resolution.

From the audience, Councilmember Pepper asked if there were any potential future issues with the organizations getting grants as they would not be engaged in a 20-year lease (which is sometimes a requirement). Councilmember Ceperley confirmed that the lease could be changed if it suited both parties.

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. 793-23 approved.

- f. Resolution No. 794-23 – Authorizing the Mayor or City Manager to grant temporary and permanent easements from the City to the Charleston Sanitary Board for the Rolling Hills Sewer Improvements Project as referenced in the attached documents.

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

That the Mayor or City Manager is hereby authorized to grant temporary and permanent easements from the City to the Charleston Sanitary Board for the Rolling Hills Sewer Improvements Project as referenced in the attached documents.

Baker added that the resolution is for easements on 2 properties, one temporary and one permanent, that the City owns off Lucado Road. These are properties that would not ever have houses on them. This will be an improvement for those living in the area to have a better sewer system.

Councilmember Jenkins confirmed with Baker that this is for parcels just off the City right-of-way.

From the audience, Councilmember Annie spoke in favor of the resolution, added that this is in his Ward and is greatly needed. He asked what the timeline for this project would be. A representative of the Sanitary Board, Tim Haapala, replied that they would advertise for bids in May/June, bring their recommendation to their Board in June and issue a notice of award by July 1. Traffic impact should be minimal.

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. 794-23 approved.

- g. Resolution No. 795-23 – Authorizing the Mayor or City Manager to execute the attached Mediation Memorandum and Proposed Resolution between the City of Charleston and Kanawha County, pursuant to the West Virginia First Memorandum of Understanding.

WHEREAS, the City Council for the City of Charleston and the Kanawha County Commission both previously approved the West Virginia First Memorandum of Understanding related to the statewide resolution of the governmental claims in the opioid litigation before the West Virginia Mass Litigation Panel in Kanawha County Case No. 19-C-9000; and

WHEREAS, pursuant to the process set forth in the West Virginia First Memorandum of Understanding, the Kanawha County Commission challenged the default allocations of Kanawha County and the City of Charleston pursuant to the initial formula provided in the West Virginia First Memorandum of Understanding,

WHEREAS, the West Virginia First Memorandum of Understanding provides for an intra-county challenge to the default allocations with any such challenge to be submitted to non-appealable binding arbitration before the Honorable Judge Christopher Wilkes who has served as Special Master for the West Virginia Mass Litigation Panel in the In Re: Opioid Litigation, Kanawha County Civil Action No. 19-C-9000, unless resolution of such challenge is reached and agreed upon by the parties; and

WHEREAS, the County and City ultimately mediated with respect to the County's challenge of the default allocations before the Honorable Judge Christopher Wilkes; and

WHEREAS, the mediation resulted in a proposed resolution agreement, wherein Kanawha County would withdraw its challenge, the City of Charleston and Kanawha County would agree to work together to develop a proposal for a regional project in an initial joint application to the Opioid Foundation Board, the City of Charleston would agree to accept 58.5% of the combined City/County proceeds of the Local Government share, and Kanawha County would agree to accept 41.5% of the combined City/County proceeds of the Local Government share, all of which is stated in more detail in the attached Mediation Memorandum and Proposed Resolution.

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

That the City Council for the City of Charleston finds that it is in the best interest of the City to approve the proposed resolution as more fully described in the Mediation Memorandum and Proposed Resolution, approves the same, and, therefore, authorizes the Mayor or City Manager to execute and agree to the attached Mediation Memorandum and Proposed Resolution between the City of Charleston and Kanawha County, pursuant to the West Virginia First Memorandum of Understanding.

Baker added that the original MOU had a process by which counties or cities could challenge the share allocation, which Kanawha County has done with the allocation between Kanawha County and Charleston. The parties entered into mediation with Judge Wilkes, and the City agreed to recommend to Council a change in the formula in which the City will receive 58.5/41.5 instead essentially instead of 65/35 of the allotted allocations. Additionally, the City and County are required to work together to develop a proposal for a regional project. Outside Council Jesse Forbes added that Kanawha County challenged the original allocation as the examined categories were skewed and essentially underreported. Judge Wilkes is the final arbitrator to any disputes. Forbes added that he believed the resulting agreement to be in the best interest of the City and its residents.

Councilmember Jenkins asked if any other cities in the county were brought into the dispute. Forbes replied that they raised that issue during mediation, which ultimately led to the County receiving less than they initially requested. The County was originally asking for considerably more than the resulting agreement.

Councilmember Robinson asked how many other counties similarly challenged the allocations. Forbes replied that there have been about four others, with one still not resolved. Councilmember Robinson confirmed with Forbes that a very general estimate of the amount Charleston will receive is \$10 million over 13 years. Councilmember Robinson asked if a joint project definition was discussed. Forbes replied that there is not real definition yet until the Foundation to determine how the money can be used is created.

From the audience, Councilmember Snodgrass confirmed that any project that resulted from this settlement would have to come before Council for approval in compliance with the City's purchasing guidelines.

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. 795-23 approved.

- h. Resolution No. 796-23 – Authorizing the Mayor or City Manager to execute a Right of Way and Easement Agreement between the City and Charmco Lofts Limited Partnership, as contained in the attached document, relating to an underground Water Utility on City property.

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

That the Mayor or City Manager is hereby authorized to execute a Right of Way and Easement Agreement between the City and Charmco Lofts Limited Partnership, as contained in the attached document, relating to an underground Water Utility on City property.

Mishoe added that the resolution is for an easement in a parking lot that is owned by the City to allow for water utilities to the project. Baker added that it has been approved by the Engineering 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. 796-23 approved.

- i. Resolution No. 797-23 – Authorizing the Mayor or City Manager to enter into a contract with InterDev, LLC to provide cyber security and GIS services that will support the City's Information Systems division.

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

That the Mayor or City Manager is hereby authorized to enter into a contract with InterDev, LLC to provide cyber security and GIS services as referenced in the attached documents.

Mishoe added that the contract is for cyber security and GIS services to support the IS Department.

Councilmember Taylor asked about the monthly fee. Mishoe replied that the monthly charge of \$6,612 is for cyber security (tracking, detecting, repairing, etc.) that is based on the number of computers within the City.

Councilmember Annie asked if the City retained ownership of all shapefiles. IS Director, Adam Cottrell replied that the company will be providing more technical aspects of cyber security (server and application based). They will not be generating shapefiles. If the City should ask them to do projects where data would be generated, it would be owned by the City.

Councilmember Jenkins asked how InterDev was chosen. Cottrell replied that the City put out an Expression of Interest, and the responses were reviewed by a selection committee that consisted of himself, City Manager Storage, Finance Director Wood, Network Admin Bumgardner and an IS representative from the Police 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. 797-23 approved.

III. Bills:

- a. Bill No. 7987 – A Bill and Order relating to the laying of levies on real, personal and public utility property within the City of Charleston, West Virginia, including excess levies previously provided for in the Official Municipal Budget Document for the fiscal year beginning the first day of July, two thousand twenty-three.

WHEREAS, each Municipality is required to hold a Statutory meeting of the Council on the third Tuesday in April each year to make and enter a levy order and rate sheet; and

WHEREAS, written approval of the West Virginia State Tax Commissioner has been received and notice of the Levy Estimate has been duly published as required by law; and

WHEREAS, the levy rate attached hereto is included in the City of Charleston Municipal Budget for July 1, 2023 through June 30, 2024, before City Council for approval at a special meeting of Council held on April 18, 2023, now, therefore

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

That the City of Charleston, West Virginia does hereby make and enter the levy order and rate sheet attached hereto, incorporated herein, and made a part hereof.

Finance Director, Andy Wood added that the bill is for the levy rates for the upcoming year that have been included in the budget.

Councilmember Burton moved to approve the Bill. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Bill No. 7987 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 798-23

Introduced in Council:

May 1, 2023

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 798-23 - Authorizing the Mayor or City Manager to execute the Stadium License, Lease and Service Agreement First Amendment between the City of Charleston and Charleston Professional Baseball Company, LLC, as contained in the attached exhibit, relating to the lease of the baseball stadium located at 601 Morris Street.

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

That the Mayor or City Manager is hereby authorized to execute the Stadium License, Lease and Service Agreement First Amendment between the City of Charleston and Charleston Professional Baseball Company, LLC, as contained in the attached exhibit, relating to the lease of the baseball stadium located at 601 Morris Street.



STADIUM LICENSE, LEASE AND SERVICE AGREEMENT FIRST AMENDMENT

This FIRST AMENDMENT TO STADIUM LICENSE, LEASE AND SERVICE AGREEMENT (“First Amendment”) constitutes the first amendment by the Charleston Professional Baseball Company, LLC d/b/a The Charleston Dirty Birds (“CPBC”) and the City of Charleston (“City”) who are the only parties to that certain Stadium License, Lease and Service Agreement (the “Agreement”) dated as of May 17, 2021. CPBC and the City may be referred to in the Agreement and herein collectively as the “Parties,” or singularly as “Party.”

WHEREAS, the City has invested in the Stadium with the installation of a new playing surface that CPBC will maintain; and

WHEREAS, CPBC has invested in the Club, including but not limited to, a rebranding from West Virginia Power to the Charleston Dirty Birds; and

WHEREAS, the Agreement refers to the stadium as Appalachian Power Park, but CPBC has since obtained a new naming agreement to rename the stadium as Gomart Ballpark; and

WHEREAS, the Parties are mutually interested in extending the term of the Agreement and making certain modifications to the Agreement that are to their mutual benefit; and

NOW THEREFORE, the Parties hereby agree to modify and amend the Agreement as follows

1. **Terms.** Capitalized terms set-forth herein that are not otherwise defined in this First Amendment shall have the meanings assigned in the Agreement. Any reference in the Agreement to “West Virginia Power” shall be deemed to instead refer to “Charleston Dirty Birds.” Any reference in the Agreement to “Appalachian Power Park” shall be deemed to instead refer to “Gomart Ballpark.”
2. **ARTICLE II.** The definition of “Minimum Guaranteed Payment” in Article II, Section L of the Agreement shall be deleted in its entirety and replaced with “Intentionally Omitted.”

The definition of “Stadium Services” in Article II, Section T of the Agreement shall be amended such that subsections b and c are deleted in their entirety and replaced with the following:

- b. **Field Preparation.** Field preparation in advance of baseball games which shall include, but not be limited to, completing the requirements set forth in the Turf Alliance Gameday Manual, which is incorporated herein and made a part hereof by reference, and reviewing the playing surface, restoration of the field surface as required, and such other services needed to fully prepare the field for baseball games and any other events, as necessary.
- c. **Field and Grounds Maintenance.** Shall include, but not be limited to, maintenance of the playing field and interior landscaped areas of the Stadium, which maintenance shall include following all of the requirements set forth in the Turf

Alliance Care & Maintenance Manual and Field Safety Manual, which are incorporated herein and made a part hereof by reference, including specifically that the field is brushed every 80 hours of use, that the GMAX of the field surface is tested pursuant to the standard operating procedure, and that the field is observed before and after each use for hard spots, soft spots, seam issues, and debris.

The remainder of Article II shall remain unchanged.

3. **ARTICLE III.** Article III, Section A of the Agreement shall be amended by deleting the last sentence of Article III, Section A and replacing it with: “The term of this Agreement, as modified by the First Amendment shall commence immediately after the First Amendment has been executed by both Parties, but all terms contained in the First Amendment shall retroactively apply to begin on January 1, 2023 and the Agreement shall terminate at midnight January 1, 2033, unless further agreed upon by the Parties.”

Article III, Section C of the Agreement shall be amended such that Section C (including all subsections and subdivisions) is deleted in its entirety and replaced with the following:

- C. **Termination of Agreement.** The City shall have the right to terminate this Agreement by providing written notice to CPBC at any time if:
 - a. CPBC fails to maintain membership with the Atlantic League of Professional Baseball or an Equivalent Professional Baseball League and does not within one hundred eighty (180) days acquire or reacquire membership with the Atlantic League of Professional Baseball or an Equivalent Professional Baseball League.
 - b. CPBC fails to remit the payments required by the Agreement, as amended by the First Amendment, and said failure continues for thirty (30) days following notice from the City.

The remainder of Article III shall remain unchanged.

4. **ARTICLE IV.** Article IV, Section B of the Agreement shall be amended such that subsection b is deleted in its entirety and replaced with the following:
 - b. **Baseball Team Parking.** The City shall provide and make available to CPBC parking located on Smith Street or Morris Street consisting of up to thirty-six (36) spaces for use by CPBC upon request at no additional cost to CPBC.

The remainder of Article IV shall remain unchanged.

5. **ARTICLE XI.** Article XI, Sections A and B of the Agreement shall be amended such that the phrase “two hundred fifty thousand dollars (\$250,000.00)” is amended to instead state “two hundred thousand dollars (\$200,000.00)” with respect to the maximum amount of utilities owed by the City in both Sections.

The remainder of Article XI shall remain unchanged.

6. **ARTICLE XII.** Article XII, Section A of the Agreement shall be amended such that subsection a (including all subdivisions) is deleted in its entirety and replaced with the following:

- a. License Fee. In consideration for the License granted to it by the City pursuant to this Agreement, the City and CPBC agree that all quarterly payments under the previous terms of the Agreement have been paid in full and beginning with calendar year 2023, within thirty (30) days of the end of each calendar quarter of each year, notwithstanding any other provision of this Agreement, CPBC shall pay to the City a quarterly fee equal to the following, as received in the previous quarter and shown in an itemized schedule:
 - i. A \$1.00 surcharge on all baseball game ticket sales and admissions during the quarter. The surcharge shall apply per individual per entry, regardless of whether a ticket is required for admission or if a ticket is given free of charge to the attendee.
 - ii. A \$1.00 surcharge on each beer sold during all baseball games during the quarter.
 - iii. A 5% surcharge on all merchandise sales, Novelties and Souvenirs, sold by CPBC, whether sold on site or online during the quarter.
 - iv. An amount equal to 5% of all gross advertising sales, including stadium naming rights, received during the quarter.
 - v. A 4% share of the net profit of all CPBC Special Events during the quarter.
- b. Review of License Fee. In the event that the total License Fee for a calendar year is below \$200,000.00 or above \$300,000.00, the Parties agree that either Party may request a review of the License Fee formula contained in this Section in order to propose amendment to the Agreement. The Parties agree that if either Party requests a review of the License Fee formula, then the Parties will engage in good faith negotiations to review the License Fee formula and work together to approve an amendment to the Agreement. Should the Parties fail to reach agreement through good faith negotiations, the Parties agree to jointly retain a neutral mediator to assist in reaching a negotiated amendment to the Agreement.

Article XII of the Agreement shall be amended such that a new Section C is added to read as follows:

- C. Audit and Records Retention. An annual audit may be performed by an independent auditor upon a request by the City. The audit shall reflect all fees to be paid under this Agreement, with copies to be made available to the City and the CPBC. The audit shall be paid for in equal shares (50% each) by CPBC and the City. For purposes of recordkeeping for the audit, CPBC shall keep its records for at least three years.

The remainder of Article XII shall remain unchanged.

7. **ARTICLE XXI.** Article XXI, Section G of the Agreement shall be amended such that the notice address for CPBC is deleted in its entirety and replaced with the following: Mr. Andrew Shea, Charleston Professional Baseball Company, LLC, 601 Morris Street, Suite 201, Charleston, West Virginia 25301.

The remainder of Article XXI shall remain unchanged.

8. **No Further Amendments.** The foregoing amendments shall be the only amendments to the Agreement and the Agreement, as amended by this First Amendment, shall remain in place according to its terms.

IN WITNESS WHEREOF, the Parties have, by the duly-authorized signatures below, agreed to and accepted the terms set forth in this First Amendment, and acknowledge that they are freely signing this First Amendment after reading and understanding the entire First Amendment and the Stadium License, Lease and Service Agreement for which it amends. This First Amendment shall take effect retroactively on the 1st day of January, 2023.

WITNESS the following signatures:

CITY OF CHARLESTON

**CHARLESTON PROFESSIONAL
BASEBALL COMPANY, LLC**

Signature

Signature

Title

Title

Date

Date



STADIUM LICENSE, LEASE AND SERVICE AGREEMENT
APPALACHIAN POWER PARK

By and Between

CHARLESTON PROFESSIONAL BASEBALL COMPANY, LLC
[A Kentucky Limited Liability Company]

and

CITY OF CHARLESTON
[A West Virginia Municipal Corporation]

Dated as of May 17, 2021

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STADIUM LICENSE, LEASE AND SERVICE AGREEMENT

This Stadium License, Lease and Service Agreement (hereinafter "Agreement") is made and entered into on this _____ day of _____, 2021, by and between the **CHARLESTON PROFESSIONAL BASEBALL COMPANY, LLC** (hereinafter "CPBC"), limited liability company organized and existing under the laws of the State of Kentucky, and the **CITY OF CHARLESTON** (hereinafter "City"), a municipal corporation organized and existing under the laws of the State of West Virginia. The CPBC and the City may be referred to collectively as the "Parties," or singularly as "Party".

ARTICLE I.

RECITALS

WHEREAS, West Virginia Baseball, LLC, a limited liability company organized and existing under the laws of the State of West Virginia has sold and transferred all of its interest in a formerly classified Single "A" baseball club (hereinafter the "Club"), currently known as the West Virginia Power, to CPBC; and

WHEREAS, the CPBC has developed an expertise for the operation of independent professional league baseball franchises; and

WHEREAS, the CPBC has established and aligned the Club to be affiliated with the Atlantic League of Professional Baseball; and

WHEREAS, the City and CPBC desire that the CPBC cause the Club to play its home baseball games in the City pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City and CPBC desire that CPBC manage and maintain the Stadium associated herein in a manner to promote economic growth and communal support within the City.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is mutually acknowledged, the CPBC and the City hereby agree as follows:

ARTICLE II.

DEFINITIONS

As used in this Agreement, the following terms shall mean:

- A. "*Broadcast Rights*" shall mean the exclusive worldwide right, on a live or delayed basis, to produce and distribute programming by means of the transmission or retransmission of electronic signals by any manner or means now known or hereafter devised including, without limitation, over-the-air VHF and UHF signals, cable (basic, premium and pay-per-view), multi-channel distribution systems, wire, fiber, microwave, satellite, master

- antenna, internet and direct broadcast satellite, as well as recorded visual images with or without sound, including, but not limited to, photographs, films, videotapes and cartridges.
- B. “*City Events*” shall mean any event, activity or program held at the Stadium that is not a: i) CPBC Baseball Game or ii) CPBC Special Event.
- C. “*Commencement Date*” shall refer to the execution date of this agreement. This is the date by which the Parties agree CPBC shall be permitted access to the Stadium to prepare the Stadium for the 2021 baseball season as circumstances allow.
- D. “*Complimentary Admission(s)*” shall mean the right granted to any person to enter the Stadium on the day of a CPBC Baseball Game for which no monetary remuneration is given. Complimentary Admission(s) shall include, but not be limited to, press passes, staff passes, league passes, player passes and complimentary tickets, as well as the right of access granted to CPBC employees and personnel. Complimentary Admission(s) shall not include the right to enter the Stadium on the day of a CPBC Baseball Game pursuant to a Paid Admission Ticket.
- E. “*CPBC Baseball Game*” shall mean home games of the Club, as the phrase is used throughout this Agreement, and shall mean all other baseball games at which the Club as a participant, including pre-season, exhibition, regular season, post-season and play-off, and postponed or rescheduled games and other games arranged, approved and regularly scheduled by an Independent Professional Baseball League, its successors or assigns, excluding any such game or games the playing of which in the Stadium is excused under other provisions of this Agreement.
- F. “*CPBC Special Event*” shall mean any event that is not a CPBC Baseball Game or City Event and is conducted at the Stadium.
- G. “*CPBC Special Event Novelties and Souvenirs*” shall mean any product, item, device, souvenir, novelty, supply or other property directly related to any CPBC Special Event.
- H. “*Equivalent Professional Baseball League*” shall mean a league associated with the National Association of Professional Baseball Leagues, Inc. or affiliated with any Major League Baseball club.
- I. “*Food and Beverage Concessions*” shall mean all food and beverage (both alcoholic and non-alcoholic) products and services required or appropriate for, and sold or provided at, any and all Stadium Events, whether through fixed or portable stands, machines or vendors including but not limited to, dining, Luxury Suite waitperson service, catering, concessions vending, vending machines, roving vendors, snack bars and any other food or beverages served at the Stadium.
- J. “*Food and Beverage Concessions Equipment*” shall mean equipment required or appropriate to store, prepare, display, service, distribute and sell Food and Beverage Concessions at the Stadium. Food and Beverage Concessions Equipment does not include the build-out of the concession stands or picnic stands, or their permanent components (doors, counters, windows, electrical and plumbing components, etc.). The Parties understand and agree that the Food and Beverage Concessions Equipment shall include equipment similar to that found in Independent Professional League baseball facilities similar in quality to the Stadium. *Exhibit A* attached for reference hereto.

- K. “*Luxury Suites*” shall mean those suites each having seating capacity of at least ten (10) persons outdoors which may or may not contain a wet bar and/or mini refrigerator.
- L. “*Minimum Guaranteed Payment*” shall mean and be equal to TWO HUNDRED AND FORTY THOUSAND DOLLARS (\$240,000.00) annually for years 1-5 of this Agreement. The Minimum Guaranteed Payment shall reflect and be construed as the annual lease payment pursuant to this Agreement.
- M. “*Novelties and Souvenirs*” shall mean any product, item, device, souvenir, novelty, supply or other personal property. Novelties and Souvenirs shall include, but not be limited to, baseball caps and hats, bats, baseball shirts, baseballs, baseball cards, baseball gloves, baseball scorecards, programs, souvenir books and other related products which bear, contain or display the logo, trademark, tradename or design of the CPBC, any Atlantic League of Professional Baseball club, any Major League Baseball club, any team of any league which is a member of the National Association or any other professional baseball club.
- N. “*Paid Admission Tickets*” shall mean the right granted in consideration for monetary remuneration to any person to enter the Stadium through the Stadium’s gates on the day of a CPBC Baseball Game, whether or not that right is exercised.
- O. “*Professional Baseball Agreement*” shall mean and refer to any agreement, and all of attachments therein, entered into by and between any Independent Professional Baseball League or Association and CPBC.
- P. “*Regular Season*” shall mean all professional baseball games that are played in any calendar year by the CPBC excluding pre-season, spring-training, exhibition, all-star, post-season or playoff games.
- Q. “*Scoreboard Advertising*” shall mean any and all advertising affixed to or displayed on the Stadium scoreboard, including video and message center advertising.
- R. “*Stadium*” shall mean the Professional baseball stadium commonly described as Appalachian Power Park located in the City of Charleston on the parcel more particularly described herein, and its playing field. Stadium shall include only the structure within the perimeter of the walls of the Stadium and field or berm fences and shall not include contiguous parking and/or real property upon which the Stadium does not sit. The Stadium does not include the warehouse at 601 Morris Street other than approximately 18,000 square feet which shall embody clubhouse space for the home and visiting teams, team souvenir retail space, ticket and box offices, administrative offices, first aid and family restroom space, batting tunnel, and maintenance and storage spaces. *Exhibit B* attached for reference.
- S. “*Stadium Event*” shall mean any CPBC Baseball Game, CPBC Special Event and/or City Event.
- T. “*Stadium Services*” shall mean and consist of the following:
- a. Facility Service. The operation and staffing of the Stadium scoreboard, the public address system, the box office, security within the Stadium necessary to assure the reasonable safety of attendees, emergency response and/or medical services provided in aide to personnel and spectators, all ticket booths and ushering services, first-aid room,

and the opening and closing of the Stadium, and the operation of all Stadium facilities at all Stadium Events.

- b. Field Preparation. Field preparation in advance of baseball games which shall include, but not be limited to, lining the field, replacement of playing surface, preparation of the unsodded areas of the field, installation of bases, restoration of the field surface as required, and such other services needed to fully prepare the field for baseball games and any other events, as necessary.
 - c. Field and Grounds Maintenance. Shall include, but not be limited to, maintenance of the playing field and interior landscaped areas of the Stadium, which maintenance shall include periodic mowing, watering, fertilizing and other chemical treatments required to maintain the field at professional stadium quality, specialized turf care as required, such as aeration and other treatments which are required to maintain the quality of the field as defined herein, recycling requirements, and the maintenance of all unsodded areas of the field.
 - d. Janitorial Services. The cleaning and maintenance of the interior portions of the Stadium during and after all Stadium Events, including the stocking of all restrooms with paper products as required prior to such Stadium Events, the pick-up and disposal of all trash collected from such areas immediately after such events, and any necessary clean-up of trash and debris from public areas immediately surrounding the Stadium related to Stadium Events by no later than 8:00 A.M. on the morning following such events. All janitorial services provided to the Stadium shall include all action necessary to maintain the areas in a clean and attractive manner and in compliance with all legal requirements, including those related to recycling.
 - e. Pre-Stadium Event Preparation. The preparation of the Stadium for any Stadium Event as may be required, including, but not limited to, conversion of the playing field for other athletic events, installation of any supplemental seating equipment, installation of stage or platform equipment and/or temporary lighting that may be required for the event.
 - f. Suite Maintenance. Shall include, but not limited to, all maintenance, repairs and staffing in any and all ways related to the operation of the Luxury Suites.
- U. “*Stadium Signage*” shall mean all interior advertising signs licensed or leased to third parties by CPBC whose primary purpose is to promote commercial products or services excluding the initial permanently affixed panels located on scoreboard.
- V. “*Stadium Souvenir Store*” shall mean those store(s) located within the Stadium that have public access from inside and/or outside the Stadium.
- W. “*Suite holder*” shall mean that third-party patron that leases, licenses or rents the use of a Luxury Suite.
- X. “*Utilities*” shall include, but not be limited to, all electric, gas, sewage, and water used at the Stadium, unless otherwise specified herein.
- Y. “*Warehouse*” shall mean all of that structure at 601 Morris Street which is not included in the definition of Stadium above.

ARTICLE III.

TERM AND TERMINATION

- A. Term of Agreement. This Agreement is effective and enforceable immediately upon execution by the Parties. The term of this Agreement shall commence immediately after it has been executed by both Parties and shall terminate at midnight five (5) years after said execution, unless further agreed upon by the Parties.
- B. Binding Agreements. CPBC shall not enter into any contract for which the duration of said contract will bind the City for any period beyond the expiration of the term in this Agreement.
- C. Termination of Agreement.
 - a. Termination by the City. The City shall have the right to terminate this Agreement by providing written notice to CPBC at any time if:
 - i. CPBC fails to maintain an affiliate with the Atlantic League of Professional Baseball and does not within one hundred eighty (180) days either reacquire membership with the Atlantic League of Professional Baseball or obtain membership with an Equivalent Professional Baseball League.
 - ii. The Atlantic League of Professional Baseball dissolves and CPBC does not either, within one hundred eighty (180) days of the dissolution, acquire an affiliated baseball membership as described in subsection (i) herein.
 - iii. CPBC fails to remit the Minimum Guaranteed Payment in the manner and method described herein and said failure continues for thirty (30) days; provided that in the event of a civil shutdown related to a state of emergency for which halts CPBC operations, said payments shall be suspended and the amount owed for that year shall be adjusted pro rata for the suspension period.

ARTICLE IV.

CITY OBLIGATIONS

- A. Stadium. The City hereby agrees to lease and make available the Stadium to CPBC for unrestricted legal use for CPBC Baseball Games and CPBC Special Events. It shall be the City's responsibility to deliver the Stadium to CPBC in a condition that satisfies all applicable federal, state, and local zoning, fire codes, building and health department statutes, ordinances, rules and regulations.
- B. Parking.
 - a. Smith Street and Morris Street Parking Lots. The City shall provide and make available the Parking Lots located on Smith Street (north side) and Morris Street for all CPBC Baseball Games and CPBC Special Events. *Exhibit C* attached for reference. The City shall operate and maintain these parking lots and shall retain without offset all revenue generated from such parking fees.

- b. Smith Street Baseball Team Parking Lot. The City shall provide and make available to CPBC a parking lot located on Smith Street (south side) consisting of thirty-six (36) spaces for exclusive use by CPBC at no additional cost to CPBC.
- c. Lewis Street Parking Lot. The City shall provide and make available the Parking Lot along Lewis Street, behind the First Base Concession and Suite Building for exclusive use and license to CPBC during all CPBC Baseball Games and CPBC Special Events, beginning one (1) hour before the scheduled game/event and ending one (1) hour after the conclusion of the game/event. CPBC shall be responsible for cleaning the lot after each CPBC Baseball Game or CPBC Special Event. At all other times, this Lot shall be maintained and operated by the City, primarily as short term parking, it being the intent that the short term parking shall inure to the benefit of the tenants of the 601 Morris Street Warehouse (including the Team ticket office and souvenir store). Nothing herein shall preclude the City from setting reasonable time restrictions on parking and reasonable enforcement thereof, and any revenues generated by parking meters or other enforcement methods may be retained without offset by the City.

C. Stadium Maintenance.

- a. Major Maintenance. The City, with notice provided by CPBC, shall perform all major maintenance, restoration, replacement and repairs of the Stadium and all components thereof, of whatever kind and nature, foreseen or unforeseen, as may be necessary to keep the Stadium in good condition and repair, reasonable wear and tear excepted, including but not limited to the major maintenance, restoration, repair and replacement of all structural and concrete components, replacement of all carpeted areas, including the locker rooms, (provided, however, that carpeting shall not be required to be replaced more frequently than every six years), all heating, air conditioning, major painting, ventilating, plumbing, and electrical systems, field drainage systems, field lighting system (including field lighting installation, reinstallation, and the cost of replacement of field lighting bulbs), stadium lighting, grandstands, sound system, seating, bleachers, elevators, entry way area, glass, walls, roof, parking area, sidewalks and exterior landscaping maintenance, excluding therefrom the following, all of which shall be the responsibility of CPBC: i) damages or repairs necessitated by the negligence of CPBC; ii) all ordinary maintenance including, but not limited to, replacing the light bulbs in the administrative offices, Stadium Souvenir Stores, Food and Beverage Concession areas, and Club locker room, as well as field maintenance undertaken by CPBC pursuant to Article V below; and iii) maintenance of Stadium scoreboard and concession equipment. Except as to Stadium matters described as Field Preparation and Field Maintenance, the City shall conduct all necessary preventative and long-term repairs, replacements and maintenance of such systems as may be required with proper notice.
- b. Maintenance Fund. In order to fulfill its responsibilities for major maintenance, restoration, replacements and repairs to the Stadium as described above, the City shall, on an annual basis, pay the sum of Twenty-Five Thousand Dollars

(\$25,000.00) into a separate, non-reverting “maintenance fund”. This maintenance fund shall be used in conjunction with other City funds as needed to keep the Stadium, Warehouse, and parking lots reference herein in good condition and repair as well as to make other capital improvements to enhance the Stadium and Warehouse, as mutually agreed upon between the City and CPBC.

ARTICLE V.

CPBC OBLIGATIONS

- A. CPBC Baseball Games. For the term of this Agreement, CPBC shall cause the Club to play all of its home baseball games at the Stadium.
- B. Stadium Services.
 - a. CPBC Baseball Games and CPBC Special Events. At CPBC’s sole cost and expense, CPBC shall provide all Stadium Services throughout the Stadium at CPBC Baseball Games and CPBC Special Events. CPBC will retain, employ, compensate, train, and manage sufficient numbers of personnel to provide such services in a high quality and professional manner.
 - b. Security Service. At CPBC’s sole cost and expense, CPBC shall provide all Security Services throughout the Stadium at CPBC Baseball Games and CPBC Special Events necessary to assure the reasonable safety of attendees. Any and all contracting, or employment of Charleston Police Department officers shall be the sole obligation of CPBC. The City will not provide on-duty uniformed Charleston Police Officers for CPBC Baseball Games and CPBC Special Events. In the event CPBC requests street closure, said request must be submitted to the Charleston Police Department in accordance with the City of Charleston’s Municipal Code.
 - c. Emergency Medical Services. At CPBC’s sole cost and expense, CPBC shall provide all Emergency Medical Services throughout the Stadium at CPBC Baseball Games and CPBC Special Events necessary to provide first response aide to personnel and spectators.
 - d. Field Preparation and Field Maintenance. Notwithstanding anything in this Agreement to the contrary, at all times during the term of this Agreement, CPBC shall be solely responsible for the Stadium Services described as Field Preparation and Field and Grounds Maintenance for all events held at the Stadium at no additional cost to the City.
 - e. Exterior Grounds Maintenance. For the term of this Agreement, CPBC shall be responsible for the maintenance of the exterior grounds, specifically limited to any designated smoking area and all areas of ingress and egress to the Stadium, including but not limited to all entrances. The City will be responsible for maintaining all other grounds of the exterior of the Stadium.
 - f. Dumpster Maintenance. At CPBC’s sole cost and expense, CPBC shall be responsible for any maintenance, cleaning and collection in any and all ways associated with all Dumpster(s) located within the Stadium or located upon the Lewis Street parking lot.

C. Concessions.

- a. Concessions Operations. At CPBC's sole cost and expense, CPBC shall develop, market, maintain, and operate Food and Beverage Concessions services and Food and Beverage Concessions Equipment throughout the Stadium at CPBC Baseball Games and CPBC Special Events.
- b. Novelties and Souvenir Operations. At CPBC's sole cost and expense, CPBC shall develop, market, maintain, operate and sell all Novelties and Souvenirs and CPBC Special Event Novelties and Souvenirs at the Stadium and the Stadium Souvenir Stores at CPBC Baseball Games and CPBC Special Events.
- c. Exclusivity. Nothing contained in this Agreement shall be construed to limit the City from selling or authorizing a third party to sell Food and Beverage Concessions and Novelties or Souvenirs at City Events, provided the City will not at any time sell or authorize the sale of any professional baseball-related souvenirs, devices, items or other professional baseball related personal property at the Stadium. The City agrees to provide CPBC the right of first refusal to provide Food and Beverage Concessions at all City Events; provided that, upon refusal by CPBC, the City may use a third party or its employees to sell Food and Beverage Concessions without CPBC approval with the reserved usage of all Food and Beverage Concessions Equipment. Notwithstanding anything herein to the contrary, the City shall solely retain without offset all revenue from the sale of City Event related Novelties and Souvenirs and, if CPBC refuses to provide such services, all Food and Beverage Concessions at the Stadium during City Events. Said exclusivity shall at no time apply to sales made from the Stadium retail store. If CPBC accepts the responsibility for providing Food and Beverage Concessions at City Events, CPBC will be responsible for all necessary preparation including but not limited to, ordering the required food and beverage and all staffing associated with said operation, with the understanding that CPBC will retain, without offset, all revenue generated by the sale of any and all such Food and Beverage Concessions. In order to allow CPBC to arrange adequate staffing or informed refusal, the City will arrange all City Events with CPBC not less than thirty (30) days prior to such proposed City Event.
- d. Compliance. CPBC and any third party vendor, selected by CPBC or the City, shall comply with all federal, state and local laws, statutes, rules, regulations and requirements (including licenses, permits, and taxes) pertaining to the sale of food, beverages (including alcoholic beverages), novelties and souvenirs.
- e. Grease Trap Maintenance. At CPBC's sole cost and expense, CPBC shall be responsible for the operation and maintenance of the grease traps located within and around the Stadium. Said grease traps shall be maintained in compliance with all applicable federal, state and local laws, statutes, rules, regulations and requirements, including but not limited to environmental compliance with the Department of Environmental Protection and the Charleston Sanitary Board's Environmental Compliance Division. In the event of an overflow or if an emergency clean-up is necessitated, CPBC will be responsible for any liability

created by such event, all cost associated with such event, and shall pay the City the amount of one thousand dollars (\$1,000.00) for liquidated damages owed to the City for the breach of this known duty, per occurrence.

ARTICLE VI.

STADIUM USAGE

A. Rights and Obligations. The City and CPBC agree to the following rights and obligations related to the use of the Stadium:

a. CPBC Baseball Games and CPBC Special Events.

- i. Scope. CPBC shall have exclusive priority use of the Stadium for the conduct of CPBC Baseball Games and CPBC Special Events. Such use shall include the period of time from 7:00 a.m. on the date scheduled until 12:00 a.m. (midnight), or three (3) hours subsequent to the conclusion of CPBC Baseball Games and CPBC Special Events, whichever shall be later on said date. Except as limited herein, said usage shall encompass the entire Stadium. Without prior approval of CPBC, which approval shall not be unreasonably withheld, the City shall not conduct or authorize or permit any other individual or entity to conduct any City Event or athletic event at the Stadium. **CPBC hereby acknowledges the previous usage of the Stadium for local high school and college athletic competitions and hereby agrees to facilitate the scheduling and any request pertaining to said usage as reasonably practical under certain scheduling restraints. Notwithstanding the foregoing or any other provision of this Agreement, CPBC agrees that it will assist the Charleston Convention & Visitors Bureau ("CVB") in any bids for the West Virginia High School State Baseball Tournament and, if awarded, CPBC agrees to coordinate with the CVB on the scheduling of the Tournament and all requirements for appropriately hosting the Tournament. For the avoidance of doubt, the CVB previously bid on and currently holds the rights to host the Tournament in Charleston and CPBC hereby agrees to coordinate with the CVB to appropriately host the Tournament.**
- ii. Ticketing. CPBC shall be exclusively responsible for all ticket printing, sales and distribution related to CPBC Baseball Games and CPBC Special Events. In satisfaction of this obligation, CPBC shall have the right to designate the identification of seating at the Stadium and to conduct such ticket sales at the Stadium box office at all times it deems proper. CPBC shall not have the right to sell or allow the sale of tickets at the Stadium box office for events other than CPBC Home Baseball Games and CPBC Special Events without the express written approval of the City. CPBC shall have the right to charge any amount it deems appropriate for Paid Admission Tickets to CPBC Baseball Games and tickets to CPBC Special Events. Notwithstanding anything in this Agreement to the contrary, CPBC

shall retain the reasonable and lawful right to deny and/or eject individuals from the Stadium.

- iii. Suites. CPBC shall have the right to effectuate the lease, license or rental for the use of the CPBC Luxury Suites upon terms, conditions and in a form of agreement as CPBC declares to be prudent. CPBC shall be the sole contracting entity for such CPBC Luxury Suites and shall have the right to enforce and prosecute all obligations, duties and rights under such agreements. Every agreement with a Suite holder shall contain a provision allowing an option to be held by the Suite holder allowing such Suite holder to sublease or sublicense to the City and/or CPBC, upon terms agreed to between such Suite holder and the CPBC, the use of such Suite holder's Luxury Suite at City Events and/or CPBC Special Events. As contained herein, CPBC shall be responsible for any and all maintenance, staffing, and repairs associated with the operation of the Luxury Suites.
- b. Access for CPBC training. CPBC shall have the right of access to and use of the Stadium, playing field and concourse, in order to conduct baseball-related and operational training, unless said action interferes with a City Event or other agreed upon activity. All CPBC trainings shall be conducted at CPBC's sole cost and expense.
- c. Administrative Offices. In order to facilitate the satisfaction of its obligations undertaken pursuant to this Agreement, CPBC shall at all times during the term of this Agreement have the right of access to and use of at least Two Thousand Five Hundred (2,500) square feet of administrative office space in the Stadium. CPBC shall be responsible for all furniture, interior decorating, and office equipment to be housed and used in the administrative offices.
- d. Stadium Souvenir Stores and Box Offices. During the term of this Agreement, CPBC shall have the exclusive right to occupy and operate, at any time CPBC deems appropriate, the Stadium Souvenir Stores and Stadium box office connected to the concourse and to administrative offices that are used by CPBC.
- e. Naming Rights. CPBC shall have complete control over the sale of naming rights for the Stadium during the term of this Agreement. CPBC agrees to utilize its best efforts to sell naming rights to a local individual or entity. The City also agrees that there will be no restrictions as to the sale of the naming rights, subject to standards of good taste and any Independent Professional Baseball League restrictions. City shall have the right to approve the sale of naming rights, which approval shall not be unreasonably withheld or delayed. In the process of selling naming rights, CPBC agrees to consult with the City regarding possible naming right sponsors and keep City apprised of its progress. **For the avoidance of doubt, CPBC is prohibited from selling naming rights for the Stadium that extend beyond the expiration or termination of this Agreement.**
- f. The City's Rights and Obligations. Notwithstanding Paragraph A of this Article, the City does not relinquish and does herein and hereby retain all ownership rights and control associated with the Stadium. Therefore, all duly authorized

representatives of the City shall have access to all areas of the Stadium at any time and on any occasion, provided that any such representative, other than any City operating personnel assigned to the Stadium must have either a Complimentary Admission or Paid Admission Ticket in order to observe a CPBC Baseball Game or CPBC Special Event. The City does hereby retain the right to enforce all necessary and proper rules for the management, operation and control of the Stadium.

Consistent with its ownership of the Stadium and with CPBC's rights as granted in this Agreement, the City and CPBC agree that the City shall have the following rights and obligations related to the use of the Stadium:

i. City Events.

1. Scope. Subject to the restrictions and exceptions contained in this Agreement, CPBC shall have exclusive use and control of the Stadium for any and all events, including but not limited to CPBC Baseball Games, CPBC Special Events and City Events. CPBC possesses the right to use exclusively the Stadium administrative offices, box office, team locker rooms and the Stadium Souvenir Stores as contained herein. Associated with such exclusivity, CPBC shall be responsible for all maintenance, repairs and staffing associated with the aforementioned areas. In exercising such use and control, the CPBC shall give due consideration to the City's requested use of the Stadium for City Events. Subject to scheduling concerns and potential deterioration and restoration of the Stadium's playing surface, CPBC's approval of City Events shall not be unreasonably withheld. All clean-up required post-City Events shall be at the sole cost and expense of the City; therefore any funds expended by CPBC as it pertains to the assisted production and/or post-event clean-up associated with a City Event shall be subject to reimbursement by the City.
2. Ticketing. The City shall be exclusively responsible for all ticket printing, sale and distribution related to City Events. The City shall have the right to charge any amount it deems appropriate for tickets to City Events and such proceeds from said events shall be retained by the City without offset to CPBC.

ARTICLE VII.

SCHEDULING

The City and CPBC agree that there is a need for scheduling of events at the Stadium. As such, the Parties have adopted, for implementation each year of this Agreement, the following scheduling procedure:

- A. Control. At CPBC's sole cost and expense, CPBC shall have exclusive control of scheduling CPBC Baseball Games, CPBC Special Events, and City Events. CPBC and the

City agree to cooperate and accommodate, in good-faith, any scheduling requests made for City Events. CPBC shall provide a yearly list of all events scheduled at the Stadium to the City as soon as practical. CPBC shall supplement this event list with the City of any subsequently scheduled events as soon as reasonably practical.

- B. Priority. It is understood by the parties that CPBC shall be granted absolute priority to conduct all CPBC Baseball Games and CPBC Special Events at the Stadium, including practice and rain dates. CPBC agrees that it will co-operate and coordinate in scheduling so as to permit the Stadium to be used for the Secondary Schools Activities Commission state and regional high school baseball tournaments and University of Charleston home baseball games, as necessary.
- C. City Events. The City shall have the opportunity to select dates for City Events, so long as the dates do not contradict the priority schedule within this Article. Any request for a City Event shall be submitted to CPBC at least thirty (30) days before said event is to occur at the Stadium, provided that CPBC shall not unreasonably withhold approval of a City Event submitted less than thirty (30) days before said event is to occur at the Stadium where the event will not create a hardship upon CPBC.

ARTICLE VIII.

MARKETING

Each Party shall be responsible for its own marketing. CPBC shall be responsible for and have the exclusive right of marketing CPBC Baseball Games and CPBC Special Events. The City shall be exclusively responsible for marketing City Events. The Parties will be jointly responsible for marketing the Stadium in a manner consistent to promote economic growth and reputation.

ARTICLE IX.

ADVERTISING

- A. CPBC's Advertising Rights and Responsibilities.
 - a. Stadium Signage and Scoreboard Advertising. CPBC shall have the exclusive right to sell all Stadium Signage and Scoreboard Advertising.
 - i. The parties agree that the Stadium shall include space and surfaces for signage consistent with applicable zoning law and other legal restrictions. It is further agreed that it is the intention of CPBC that the Stadium shall maximize advertising including signage that would be visible from nearby roadways, as well as concourse signage, and such other fixed sign areas as CPBC may determine consistent with other professional league baseball facilities. The installation of such Stadium Signage shall be the sole cost and exclusive responsibility of CPBC. All Stadium Signage and Scoreboard Advertising content shall be of good taste and appropriate for all patrons. CPBC shall be liable for any damages resulting from or directly or indirectly related to Stadium Signage and Scoreboard Advertising.

b. 601 Morris Street Warehouse Signage.

- i. The Warehouse at 601 Morris Street has historically donned two bands of signage around its exterior perimeter. The upper band extends from the bottom of the fourth-floor windows to the top of the third-floor windows. The lower band extends from the bottom of the third-floor windows to the top of the second-floor windows. The parties have agreed, to the extent permissible- by zoning or other laws, and consistent with good taste and the historic ambiance, to reproduce and maintain these signage bands.
 1. CPBC shall have the exclusive right to sell signage on the upper and lower bands of the North facing exterior wall of the Warehouse. In addition, CPBC shall have the exclusive right to sell signage on the roof of the building to the extent permissible by zoning or other laws.
 2. The City shall have the exclusive right to sell or otherwise control the signage on the upper and lower bands of the East (Morris Street) and South (Lewis Street) facing walls.
 3. Space is hereby reserved for a tenant on the first floor of the Warehouse structure. The occupant of that space shall be offered the option, to be consistent with the terms set forth herein, of putting signage on one of the two bands located on the West (Brooks Street) facing exterior wall. If the tenant fails to exercise this option, the City shall elect which band shall be reserved for other or future tenant use and until such time as another or future tenant negotiates the right to the signage, shall control the same.
 4. CPBC shall have the exclusive right to sell signage on the West (Brooks Street) facing wall band which is not elected as set forth in subsection 3 above.
 5. The placement of all Warehouse Signage shall be subject to the prior approval of the City, with such approval not to be unreasonably withheld, and of consistent color, font, and size, unless otherwise mutually agreed upon with consideration being given to the historic nature of such signage on the building, and subject to all zoning and other laws. No warranty or waiver is being made as to the legality of such signage, the content thereof, or the approval process for placing signage on buildings within the City. The installation and cost of such Warehouse Signage shall be the sole and exclusive responsibility of the party to whom the right belongs. If for any reason CPBC fails to exercise the assigned rights in relation to signage as set forth in this section, the City may, at its election and cost, extinguish and assume those rights for the purpose of balance and aesthetics.

B. The City's Advertising Rights and Responsibilities.

- a. Permanently Affixed Stadium Signage. The City will sell no Permanently Affixed Stadium Signage. Warehouse signage is separate and apart from Stadium signage and is addressed above exclusively.
- b. Advertising at City Events. Subject to the limitations contained in this Agreement, the City shall have the right to sell and retain without offset all revenue generated from the sale of advertising associated with City Events, including but not limited to, advertising on the scoreboard message center and video display, print media and broadcast media, provided that such advertising without the prior consent of CPBC, shall in no way materially interfere with CPBC's Stadium Signage or any right related to CPBC's exclusive license to provide Food and Beverage Concessions at all Stadium Events, including but not limited to pouring rights at the Stadium.

ARTICLE X.

BROADCAST RIGHTS

- A. CPBC's Broadcast Rights. CPBC shall have exclusive ownership and control over Broadcast Rights associated with CPBC Baseball Games and CPBC Special Events. In the exercise of such ownership and control, however, CPBC shall take all steps reasonably necessary to protect from diminution the sale of Paid Admission tickets to CPBC Baseball Games. All revenue generated by CPBC relating to such Broadcast Rights shall be retained, without offset, exclusively by CPBC.
- B. City's Broadcast Rights. The City shall have exclusive ownership and control over Broadcast Rights associated with City Events and all other events and matters associated with the Stadium that do not involve the conduct of CPBC Baseball Games or CPBC Special Events. All revenue generated by the City relating to such Broadcast Rights shall be retained, without offset, exclusively by the City.

ARTICLE XI.

UTILITIES

- A. City Obligations. During the term of this Agreement, the City shall be obligated to pay for the cost of all utilities, including but not limited to electric, gas, sewage, and water used at the Stadium; provided that, said obligation shall not result in an amount owed by the City in excess of two hundred fifty thousand dollars (\$250,000.00) annually and CPBC shall exercise such use in a reasonable and non-abusive manner.
- B. CPBC Obligations. CPBC shall be responsible for trash removal, cable, telephone, wireless, and any other service not defined or allocated by this Agreement. In the event that the amount for the City obligated utilities exceeds two hundred fifty thousand dollars (\$250,000.00), CPBC shall be responsible for all excess amounts, however denominated and from whatsoever utility source. The City shall provide reasonable notice of such excessive amounts on an annual basis by January 31 of the following year and CPBC shall pay said utility excess obligation on a reimbursement basis by March 1 of that year following the excess amounts.

ARTICLE XII.

FINANCIAL TERMS

A. CPBC's Rights and Obligations.

- a. License Fee. In consideration for the License granted to it by the City pursuant to this Agreement, CPBC shall pay the minimum guaranteed payment as follows:
 - i. CPBC shall pay to the City annually TWO HUNDRED AND FORTY THOUSAND DOLLARS (\$240,000.00) per year each year commencing year one (1) and ending for year five (5) of the license period. CPBC shall make quarterly payments to the City, four (4) installments of sixty thousand dollars (\$60,000.00), with the first installment (March 31, 2021 installment) due within ten (10) days from execution of this Agreement, and continuing on the following dates: March 31, June 30, September 30 and December 31 of each year of the license period.
- b. CPBC's obligation to perform. Subject to all of the provisions of this Agreement to the contrary, CPBC's obligation to pay the license payment is absolute and unconditional and is not subject to set-off or deduction for any reason. If CPBC is in default of its license payment obligation, all revenues of CPBC and the Stadium shall be automatically deposited with a trustee in a "lock-box" account. "Default" shall not be deemed to occur until CPBC has received written notice of such event and default and CPBC shall have been given thirty (30) days to cure such default or such additional time reasonably required to cure such default in the event it cannot be cured within the thirty (30) day cure period. The City will retain a first security interest in such account for purposes of payment of all sums owed and proof of CPBC's ability to timely fund the license payment.
- c. Interest. Upon default and proper notice thereof, the unpaid balance owed to the City shall begin accruing interest at a rate of four (4%) percent compounding per annum.
- d. Remainder. CPBC shall retain exclusive ownership of all revenue that is generated from the Club from any source or through any means specified within this Agreement, whether or not now known, directly related to CPBC Baseball Games and CPBC Special Events.

- B. City's Rights and Obligations. The City shall retain ownership of all income and sources of income that are related to City Events or Stadium usage, whether or not now known, and that are not specifically granted to CPBC herein.

ARTICLE XIII.

EQUIPMENT

- A. CPBC's Obligations. At no cost to the City, CPBC will provide all baseball related equipment that is typically provided by a Professional Baseball Club, including but not limited to batting cages, pitching machines, and batting practice equipment. In addition,

CPBC shall provide certain items of equipment necessary to fulfill its Stadium Services and Food and Beverage Concessions Services. Any items currently located in the Stadium that are property of the City shall remain in place for use by CPBC. All property herein referenced shall be maintained and replaced by CPBC, at CPBC's sole cost and expense, as need during the term of this Agreement. All City owned equipment shall constitute for treatment as property of CPBC until the expiration of this Agreement, or upon termination of this Agreement by the City pursuant to the provisions of this Agreement, at which time it shall become the property of City.

- B. City's Obligations. The City, upon reasonable notice, will provide the use of certain heavy equipment and operators thereof to assist CPBC in certain activities related to the Stadium usage, at no cost to CPBC. CPBC hereby acknowledges the presence of certain City owned heavy equipment currently located in the Stadium which shall remain for use by CPBC as listed on *Exhibit D*. However, CPBC shall, in all respects, indemnify the City from all liabilities arising from such use provided that such liabilities are not the results of intentional or reckless acts or omissions on the part of the City or the equipment operator. All such equipment provided for such use shall remain the property of the City.

ARTICLE XIV.

COVENANTS

A. CPBC's Covenants.

- a. Taxes and Encumbrances. CPBC shall pay promptly when due any and all personal property taxes imposed on its personal property located in the Stadium and any and all taxes which are the responsibility of CPBC under the laws of the United States of America, the State of West Virginia and the City of Charleston. CPBC shall register as a business with the Office of the City Collector in the City of Charleston and timely remit all taxes due, including but not limited to, Business License Tax, Business and Occupation Tax, City Service Fee, and Admission Tax, as applicable. CPBC shall not permit any mechanics liens or other encumbrances or liens to exist against the Stadium and shall within thirty (30) days of any such lien or encumbrance being asserted against the Stadium as a result of action or inaction by CPBC either cause the same to be released of record or obtain title insurance coverage satisfactory to the City over such lien and proceed diligently to contest the same in good faith.
- b. CPBC Baseball Games. CPBC covenants and agrees that it will play all of its home baseball games at the Stadium whether such games be designated preseason, regular season, post-season, or exhibition games, unless otherwise agreed to by City.
- c. Membership in the Atlantic League of Professional Baseball or equivalent. CPBC shall, during the term of this Agreement, abide by all rules and regulations of the Atlantic League of Professional Baseball. CPBC agrees and covenants to the City that it will maintain membership in good standing with the Atlantic League of Professional Baseball or an Equivalent Professional Baseball League, and that it

will not seek, authorize, or consent to the transfer of its franchise to an area outside Charleston, West Virginia, without the prior written consent of the City or unless this Agreement is terminated or expired pursuant to the terms herein.

- d. Franchise Nontransferable. CPBC hereby agrees and covenants not to relocate the playing site of its home games without the prior written consent of the City, which may be withheld in the sole and absolute discretion of the City. In the event of a breach of the non-relocation covenant, the City shall have the right to enforce this covenant by any and all legal means, including but not limited to, injunctive relief from the Circuit Court of Kanawha County.
- e. Equal Employment Opportunity. CPBC agrees and covenants to the City that it is presently and will continue to be an equal opportunity employer and at all times shall comply with the laws and regulations that prohibit discrimination and that CPBC explicitly states that it will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation, gender identity, or national origin.
- f. Use of Matters Subject to Copyright. Should CPBC, its agents, employees, invitees or guests use or allow the use of any composition, work or material, CPBC agrees to indemnify and save the City harmless from loss, damage or expenses arising from any claim of infringement of such copyright or the use of unlicensed composition, work, or material.
- g. Prohibition Against Dangerous Materials and Substances. CPBC agrees not to bring into the Stadium any material, substance, equipment or object that is likely to endanger the life or to cause bodily injury to any person within the Stadium, or which is likely to constitute a hazard to property therein without the approval of the City. The City shall have the right to refuse to allow any such materials, substances or equipment to be brought into the Stadium and the further right to require its immediate removal therefrom if found thereon.

B. City Covenants.

- a. Stadium Compliance. The City represents, covenants and warrants that throughout the term of this Agreement, the Stadium has been constructed and shall be maintained in compliance with (i) all applicable building, health, safety, bidding, procurement, traffic and zoning ordinances, applicable standards for streets and roadways (if any are constructed by the City in connection with the Stadium), and covenants and restrictions, if any, which apply to the Stadium property upon which the Stadium is located, and (ii) all applicable Environmental Law.

ARTICLE XV.

INDEMNIFICATION AND INSURANCE

A. Indemnification.

- a. Indemnification of the City by CPBC. CPBC agrees to indemnify and hold harmless the City and its respective officers, directors, duly authorized agents and employees from any and all claims brought for personal injury, death, property damage and

any other losses, damages, charges or expenses, including reasonable attorney fees, which is in any way in connection with the operation of the Stadium, any Stadium Event, or the general operations of CPBC or its duly authorized agents, including but not limited to the conduct of any patrons or players at the Stadium, at any Stadium Event, or involved in the general operations of CPBC, or any breach of this Agreement, in connection with CPBC's activities pursuant to this Agreement.

- b. Indemnification of CPBD by City. The City agrees to indemnify and hold harmless CPBD and its respective officers, directors, duly authorized agents and employees from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including reasonable attorney fees, which are a direct result of action or inaction by City employees during a City event. The City's indemnification amount shall not exceed the amount of insurance coverage as specified in an event specific policy.

B. Insurance Policies.

- a. Insurance Required of CPBC. CPBC shall, effective as of the date that CPBC is permitted to occupy the Stadium pursuant to the terms herein, obtain and maintain throughout the term of this Agreement, public liability coverage including personal injury liability and contractual liability; if on a commercial general liability form, the limit per occurrence shall be not less than One Million Dollars (\$1,000,000.00) and an aggregate of not less than Three Million Dollars (\$3,000,000.00) combined single limit (CSL) per occurrence and include bodily injury and property damage liability; automobile coverage with liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limits (CSL) bodily injury and property damage per accident; workers compensation coverage to protect CPBC's permanent and temporary employees; employers liability insurance (including broad form *Mandolidis* coverage) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence; and excess or umbrella liability insurance (covering over commercial general liability, auto liability, and employers liability) with minimum limits of no less than Four Million Dollars (\$4,000,000.00) per occurrence. CPBC shall also obtain and maintain personal property insurance on its personal property located at and within the Stadium. CPBC will name the City as additional insured on the public liability policy and provide certificates of all insurance or original policies as they shall be on file prior to the beginning of the term of this Agreement. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of West Virginia.
- b. Insurance Required by the City. Throughout the term of this Agreement, the City shall procure and pay for insurance for the full replacement value of the Stadium, at its cost and expense, against damage destruction, from whatever cause. The Parties acknowledge that the City may use its self-insurance program to provide this insurance. Notwithstanding anything contained herein to the contrary, CPBC's liability insurance shall be and remain the primary insurance for all occurrences.

ARTICLE XVI.

CONDEMNATION

In the event that any portion of the Stadium is taken from the City pursuant to any right of eminent domain exercised by any governmental entity or pursuant to any governmental order and such taking renders the Stadium unfit for its intended purpose, CPBC shall receive no portion of the award granted with respect to such taking.

ARTICLE XVII.

FORCE MAJEURE

CPBC and the City agree that with respect to any services to be provided, payments to be made, or action to be taken by either Party during the term of this Agreement, upon reasonable notice, the Party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such Party such as strike, lock-out, suspension of play of baseball, breakdown, accident, order or regulation of or by any governmental authority, the Atlantic League of Professional Baseball or any entity controlling the Atlantic League of Professional Baseball (or the Equivalent Professional Baseball League to which CPBC is a member, if applicable), or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency. The time within which such services, payments, or actions shall be performed or rendered shall be extended for a period of time equivalent to the delay of such cause. If a Force Majeure event results in CPBC not being able to play home baseball games at the Stadium then obligations of either party to make payments, as herein provided, shall be suspended for the duration of such event and the term of this lease shall be extended for an equal period of time and said party's obligations to make payments shall continue.

ARTICLE XVIII.

ASSIGNABILITY AND TRANSFERABILITY

In the event CPBC is sold or ownership is transferred, as a condition precedent to such sale or transfer, the purchaser or transferee shall agree in writing to comply, without qualification, with all of the terms, covenants and restrictions of this Agreement. Further, CPBC acknowledges the desire of the City that local individuals or entities have an opportunity to purchase the interest in the baseball club owned by CPBC should CPBC determine to sell such interest. Consistent with such desire of the City, CPBC agrees to take reasonable actions as may be appropriate to offer such a sale of such interest to local individuals should CPBC determine to sell such interest. The City agrees and acknowledges that the terms of any sale of the interest in the baseball club owned by CPBC and CPBC's ability to accept or reject offers to purchase such interest are within the sole discretion of CPBC. The City may assign this Agreement at any time and for any reason. The Parties agree that the assignee of the City, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment without the further consent of the City. Any entity assuming this agreement from the City shall be able to fully comply with

the terms and conditions of this agreement, or City shall continue to be fully liable for all obligations under this Agreement.

ARTICLE XIX.

TERMINATION UPON DEFAULT

In addition to the termination provisions above, the following events of default may result in termination of this Agreement by the non-breeching party:

- A. Failure by CPBC to pay the License Fee and other fees in the manner and at the times provided for in Article XIII of this Agreement. In the event CPBC shall default in the payment of the License Fees or any other fees as aforesaid and such default shall not be remedied within thirty (30) days after receipt by CPBC of written notice of such default from the City, this Agreement may be subject to immediate termination by the City upon giving CPBC prior written notice of such termination. CPBC shall be entitled to receive the aforesaid thirty (30) day notice only once within any twelve (12) month period and any subsequent failure to pay the License Fee or any other fees described above shall be deemed an immediate default by CPBC and the City shall have the right to terminate this Agreement upon giving CPBC prior written notice of such termination.
- B. If either Party hereto shall otherwise materially breach, violate or fail to fully perform any obligation, covenant or representation contained in this Agreement, including, but not limited to, Articles XII ("UTILITIES"), XIV ("EQUIPMENT") or XV ("COVENANTS") of this Agreement, the non-breaching Party may upon ninety (90) days written notice thereof, terminate this Agreement; provided, however, that the defaulting Party shall have the right and opportunity to cure the default within said ninety' (90) day period or if such breach, violation or non-performance cannot be cured within a ninety (90) day period, to continue diligently and in good faith to effect such cure within such period, provided that, in no event shall such opportunity to cure exceed one hundred eighty (180) days after receipt of such notice. In the event that such breach, violation or non-performance is not cured within said ninety (90) day period or any authorized extension thereof, then, this Agreement shall terminate upon the expiration of such period and the non-breaching Party shall thereupon have the right to exercise such additional rights or remedies as they may have by law.

ARTICLE XX.

PERMITS

The City acknowledges the need of CPBC to obtain necessary permits for the operation of the Stadium. These permits include (but are not limited to) alcohol permits, fireworks permits, signage permits and other permits consistent with the operation of a Atlantic League of Professional Baseball club. City agrees to cooperate in any reasonable way possible to assist CPBC in successfully obtaining these permits.

ARTICLE XXI.

MISCELLANEOUS

- A. Anti-Discrimination. CPBC shall not discriminate in any manner on the basis of age, ancestry, citizenship, color, creed, disability, handicap ethnic origin, family status, marital status, height, weight, national origin, race, sex, and sexual orientation with respect to any applicant or employee, and shall conform in all respects to the pertinent provisions of federal, state or local laws, ordinances, rules and regulations of employment practices. CPBC further agrees that in serving the public, its employees shall not, on the grounds of age, ancestry, citizenship, color, creed, disability, handicap ethnic origin, family status, marital status, height, weight, national origin, race, sex, and sexual orientation, discriminate or permit discrimination or refuse to serve a person or group of persons in any manner prohibited by federal, state or local laws, rules, ordinances and regulations.
- B. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Kanawha County, West Virginia. The Parties agree to participate in good-faith negotiation and mediation to resolve any potential issues arising out of this Agreement before initiating any judicial proceedings.
- C. Entire Agreement. This Agreement constitutes the final, complete, and exclusive written expression of the intent of the Parties with respect to the subject matter hereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements.
- D. Authority. CPBC and the City, respectively, each represent that the individuals acting as signatories to this Agreement have the authority to bind the CPBC and the City and that this Agreement, when properly executed by both Parties, will constitute a valid and binding agreement, enforceable in accordance with this terms.
- E. Cost and Attorney Fees. The Parties hereto agree that each party shall bear their own reasonable expenses and cost incurred in enforcing any of the provisions of this Agreement, this shall include but is not limited to attorney fees, costs and expenses.
- F. Dependency and Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of CPB to perform and have access to the Stadium as provided for herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.
- G. Notice and Addresses. All notices required to be given under this Agreement shall be given by certified or registered mail, addressed to the proper Party to the following addresses, or

at such other address as may be subsequently given pursuant to this Section and shall be deemed given when deposited in the U.S. mails, postage prepaid:

IF TO CPBC: Mr. Andrew Shea, Charleston Professional Baseball Company, LLC, 917 Belmore Drive, Lexington, Kentucky 40509.

IF TO THE CITY: The City of Charleston, City Manager, 501 Virginia Street, East, Charleston, West Virginia 25301.

- H. Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties herein.
- I. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either Party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.
- J. Essence. Time is of the essence for this Agreement.
- K. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- L. Headings. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.
- M. Valid Limited Liability Company. CPBC represents that as of the date of the execution of this Agreement it is organized and in good standing under the laws of the State of West Virginia, that it is duly authorized to enter into this Agreement and has taken all requisite corporate action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental authority is required in connection with the execution, delivery and performance of the Agreement.
- N. Prohibition Against Food and Beverage Being Brought into the Stadium. Signs shall be posted in appropriate locations in the Stadium which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Stadium.
- O. Status of Parties. Parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to be created a partnership or joint venture between CPBC and the City with respect to CPBC's activities conducted at the Stadium pursuant to the terms of this Agreement.
- P. Waiver. The waiver by either the CPBC or the City of any default or breach by the other Party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other Party of the same or another provision of this Agreement.

- Q. Improvements. CPBC shall make no improvements in the Stadium without the prior approval of the City. Any improvements made that shall be thereby affixed to the Stadium shall become the absolute property of the City upon termination or expiration of this Agreement.
- R. Waste or Nuisance. CPBC shall not commit or permit any waste on or about the Stadium during the term of this Agreement nor shall it maintain, commit or permit the maintenance or commission of any nuisance on or about the Stadium or use the Stadium for any unlawful purposes or in violation of Municipal Code.
- S. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- T. References to the City. All references to the City in this Agreement shall be deemed to also be references to such officers or employees or other designees of the City as may be appropriate to implement the terms of this Agreement.
- U. Exhibits. All exhibits attached hereto are incorporated into and are a part of this Agreement as if fully set out herein.
- V. CPBC's Property Damage and Loss. Nothing herein shall be construed to create a bailment relationship between the City and CPBC or the Club concerning any property brought on the premises of the Stadium by CPBC or the Club unless such property is delivered into the possession of the City.
- W. Employee Status. It is understood and agreed that no agent, servant or employee of CPBC or the Club or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of the City, and that no agent, servant or employee of the City shall be under any circumstances deemed an agent, servant or employee of CPBC or the Club.
- X. Judicial Relief in the Event of Termination. Anything in this Agreement to the contrary notwithstanding, neither Party shall have the right to terminate this Agreement before the expiration of the period required for the giving of notice before termination, if the defaulting party in good faith commences a judicial proceeding to contest the existence of any such plain default and uses reasonable diligence in prosecuting such action and complies with the final judgment of the court in such action; but nothing herein shall prevent a court from granting such protective orders, injunctions and interlocutory judgments as might otherwise be appropriate.
- Y. Property Remaining in the Stadium Post-Termination or Expiration. Any and all property belonging to CPBC, or anyone claiming through or under CPBC, which may be found on the premises after termination or expiration of the Agreement may be handled, removed or stored by the City at the risk and expense of CPBC and the City shall be responsible for the preservation or the safe-keeping thereof. CPBC shall pay to the City any and all expenses incurred for such removal and all storage charges. After 30 days notice from City to CPBC to remove such property, City may remove such property and dispose of such property in any manner determined by City without liability to CPBC.

- Z. Limited Obligation. Notwithstanding anything in this Agreement to the contrary, in no event shall any financial obligation of the City to CPBC or any other third party described in this Agreement be payable by the City or otherwise enforceable against the City as a remedy unless the City has provided within its budget for the payment of such financial obligations in the fiscal year during which such financial obligation is incurred. In no event is this Agreement to be construed to create nor shall there be available to CPBC or any other third party a remedy for any financial obligation of the City which is in violation of the Constitution of the State of West Virginia or any of the laws of the State of West Virginia. However, it is the intention of the City to provide for the obligations created herein consistent with the laws of the State of West Virginia and the Constitution of the State of West Virginia so as to prevent any default in the terms of this Agreement.
- AA. Nature of Interest in the Stadium. The Parties hereto agree and declare that any leasehold interest of CPBC or any other third party in and to the Stadium and this Agreement created under this Agreement shall have no separate, ascertainable taxable value, it being the intent of the parties hereto that so long as the Stadium is owned by the City, the State of West Virginia, any agency thereof, or any county, municipality or political subdivision or agency thereof, the real and personal property comprising the Stadium shall be entered by the Assessor of Kanawha County, West Virginia as exempt from ad valorem taxes upon the land and personal property books (or such other documents or media upon which the assessment of real and personal property appears), and none of the parties shall request the Assessor of Kanawha County, West Virginia to separately assess or list the leasehold interest separately from the freehold interests. Notwithstanding the foregoing, if the Assessor of Kanawha County, West Virginia assess ad valorem taxes upon the property of the Stadium, it shall be the sole and exclusive responsibility of CPBC to satisfy any such assessment.
- BB. Financial Statements. CPBC agrees to provide the City access to yearly financial statements and information within 30 days upon request by the City.

IN WITNESS WHEREOF, by the duly authorized signatures below, the City and CPBC hereby agree and accept the terms set forth in this Agreement and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement.

CITY OF CHARLESTON

Signature

Title

CHARLESTON PROFESSIONAL
BASEBALL COMPANY, LLC

Signature

Title

EXHIBIT A.
FOOD AND BEVERAGE CONCESSIONS EQUIPMENT

Ice makers
Hot dog rollers
Stand up refrigerators
Walk-in cooler
Wall-in freezer
Soda Fountains
Portable concessions stands
Popcorn makers
Condiment carts
Smallwares
Hot boxes
Serving carts
Linens
Pretzel warmers
Pizza makers
Beer systems
Dishwashers
Ovens
Stoves
Grilles
Storage racks
Coffee/hot chocolate makers
Fryers
Steamer
Boilers
Broilers
Pizza Tables
3-compartment sinks
Chafers
Speed racks

[CPBC confirm the receipt of the above equipment]

AMS
Initials

May 19, 2021
Date

EXHIBIT B.

DESCRIPTION OF STADIUM REAL ESTATE

ALL THAT TRACT OR PARCEL OF LAND with the buildings and improvements thereon, situate in the City of Charleston, County of Kanawha, State of West Virginia, sometimes known as the "Morris Square Block" which is approximately 278,443 square feet (6.39 acres) and including the buildings located on the parcel at 601 Morris Street and 603 Morris Street.

EXHIBIT C.
MAP OF PARKING LOTS

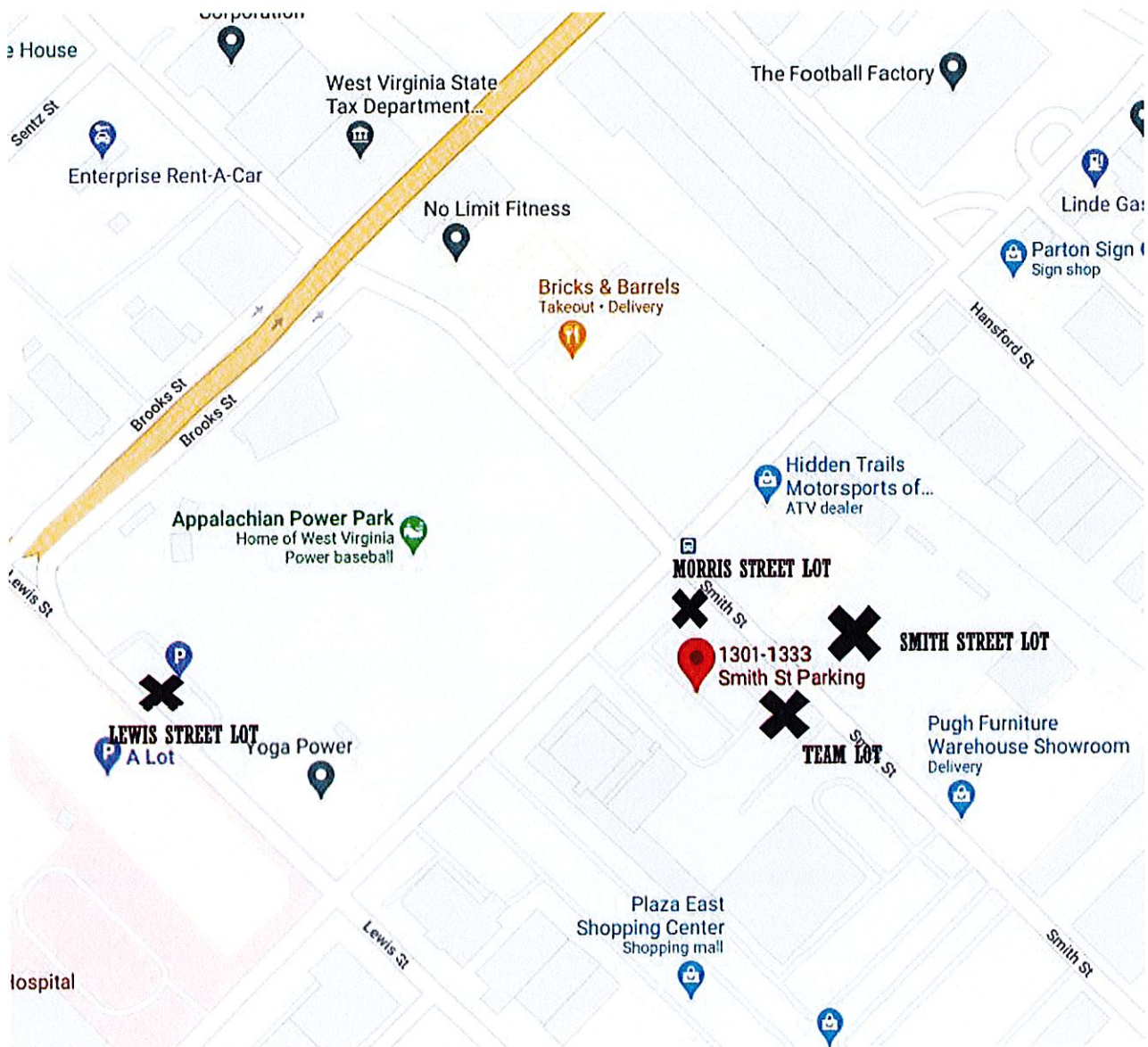


EXHIBIT D.
CITY OWNED EQUIPMENT LIST

~~Sod cutter
Rototiller
Cherry picker
Air compressor
Palate jack
Fork lift
Aerator
Roller for field
Pin spiker
Top dresser~~

[CPBC confirm the receipt of the above equipment]

AMS
Initials

May 19, 2021
Date

Resolution No. 799-23

Introduced in Council:

Adopted by Council:

May 1, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 799-23 - Authorizing approval of Amendment No. 6 of the FY 2022-2023 General
- 2 Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 6 of the FY 2022-2023 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2022-2023 Budget Amendment No. 6 - May 1, 2023

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 380 00 0000	Revenue	Interest	30,000	465,000	495,000
Net Increase/(Decrease) to Revenues				465,000	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 436 00 000 2 230 Building Commission		Contracted Services	1,044,494	465,000	1,509,494
Net Increase/(Decrease) to Expenditures				465,000	

Description:

To increase the estimated interest revenue in the General Fund and increase the expenditure line for Building Commission contracted services to fund dilapidated building demolitions.

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

Resolution No. 800-23

Introduced in Council:

May 1, 2023

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 800-23 – Authorizing the Mayor or City Manager to purchase Pulsar swimming pool chemicals from Main Line Commercial Pools in the amount of \$56,370 for the Parks and Recreation Department to be used in City-operated pools with Pulsar equipment. The vendor is a sole source provider.

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

That the Mayor or City Manager is authorized to purchase Pulsar swimming pool chemicals from Main Line Commercial Pools in the amount of \$56,370 for the Parks and Recreation Department to be used in City-operated pools with Pulsar equipment.



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: 4/14/23

To: CITY MANAGER,

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

Pulsar Swimming Pool Chemicals

Purchase justification: Pools chemicals are required to run the swimming pools.

If approved, the total purchase price will be: \$56,370

(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>Main Line Commercial Pools</u> | Price Quote: \$ <u>56,370</u> |
| 2. | <u></u> | Price Quote: \$ <u></u> |
| 3. | <u></u> | Price Quote: \$ <u></u> |
| 4. | <u></u> | Price Quote: \$ <u></u> |
| 5. | <u></u> | Price Quote: \$ <u></u> |

The apparent low-bid vendor *meeting specifications* is: Main Line Commercial Pools

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:

The pulsar chemicals are to be used in pools with Pulsar equipment. Three out of four of the
City pools have Pulsar chlorinators and Pulsar dry acid pumps.

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) Mike McGraff

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: Rashaun Poore Department: Parks and Recreation

Is this purchase being paid with grant funds? ☐ Yes ☒ No

Funds Approval:  Date: 4/25/2023
Authorized Financial Officer

Account Number: 001-900-00-000-3-341 (Council approval needed)

City Manager Approval: _____ Date: _____



441 Feheley Drive
King of Prussia, PA 19406
(610) 279-9285
(610) 277-4276 fax

QUOTE

QUOTE NUMBER: 0103655
QUOTE DATE: 4/13/2023
EXPIRATION DATE: 5/13/2023
SALESPERSON: Gary E. Grimes
CUSTOMER NO.: 20-MISC.
CUSTOMER PHONE:

SOLD TO:

Misc Sales&Quotes to 11/11/19

SHIP TO:

Misc Sales&Quotes to 11/11/19

CONFIRM TO: Rashaun Poore

CUSTOMER P.O. City of Charleston - Pulsar

COMMENTS:

SHIP VIA

TERMS

C.O.D.

ITEM NO.	UNIT	ORDERED	SHIPPED	BACKORDER	PRICE	AMOUNT
P30170	EACH	288.000	0.000	0.000	170.00	48,960.00
PULSAR PLUS BRIQUETTES - 50LBS						
P30557	EACH	72.000	0.000	0.000	80.00	5,760.00
PULSAR pH DOWN +4						
/FT		1.000	0.000	0.000	1,650.00	1,650.00
SHIPPING CHARGES						

Estiamted Shipping of 15 Skids/Pallets to 1 Location in Charleston WV.

PLEASE SIGN BELOW AND RETURN TO SALES@MAINLINEPOOLS.COM

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ PO# : _____

NET ORDER: 56,370.00

SALES TAX IS NOT INCLUDED IN TOTAL AND IS CHARGED WHERE APPLICABLE.
ESTIMATES DO NOT INCLUDE INSTALL, ELECTRICAL WORK, PERMITS, OR FREIGHT
UNLESS OTHERWISE NOTED. 20% RESTOCKING FEE FOR RETURNED ITEMS.
LABOR RATES ARE PORTAL TO PORTAL.

Effective as of October 1st, a 3% of convenience fee will be charged for any transaction over \$2,000 paid via credit card.

Resolution No. 801-23

Introduced in Council:

May 1, 2023

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 801-23 – Authorizing the Mayor or City Manager to enter into a contract with
2 Specialty groups, Inc. in the amount of \$650,945 for the 5-Corners Intersection Construction
3 Project to include lighting and paving as a result of a competitive bidding process.

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 Specialty groups,
8 Inc. in the amount of \$650,945 for the 5-Corners Intersection Construction Project to include
9 lighting and paving as a result of a competitive bidding process.

Solicitation Information

Agency:

Number:

Description:

Deadline:

City of Charleston, WV

T5-03/23-148 5-Corners Intersection

Summary: The City of Charleston is soliciting bids for The 5-Corners Intersection project shall consist c

2023-04-11 14:00:00 UTC

of the installation of new signal pole foundations, underground conduit, signal masts, signal arms, sign:

al heads, signal cabinet, preemption equipment, detection equipment, roadway signs, curb painting, ro

oadway painting, preformed thermoplastic roadway markings, field wiring, asphalt resurfacing and side

walk improvements. This work shall include all materials, labor, tools, and equipment necessary to cor

nplete and protect all phases of the work performed as shown upon the attached drawings and in acco

ordance with these specifications. The work shall consist of the Vendor furnishing all materials, equipr

nent and labor necessary for the satisfactory completion of this project. All materials, equipment, and

workmanship shall be in accordance with the West Virginia Department of Transportation, Division of

Highways, Standard Specifications for Roads and Bridges, 2023, as amended. The details contained in

n th

Bidders

Business Name	Address	Phone
Specialty Groups, Inc.	PO Box 96, Bridgeport, WV 26330-0096	(304) 623-3844
Stealth Ltd.	PO Box 7617, Charleston, WV 25356-0617	(304) 776-0047

Item

BID AND PROPOSAL FORM (2 OF 3)

201001-000 - CLEARING AND GRUBBING - LS
 204001-000 - MOBILIZATION - LS
 207001-001 - UNCLASSIFIED EXCAVATION - CY
 408002-001 - ASPHALT MATERIAL - GA
 415005-001 - STANDARD MILLING - SY
 609001-001 - CONCRETE SIDEWALK - SY
 609002-001 - BED COURSE MATERIAL - CY
 609005-001 - CURB RAMP, TYPE I - EA
 609006-001 - DETECTABLE WARNING SURFACE - EA
 610001-003 - PLAIN CONCRETE CURBING, TYPE III - LF
 636011-001 - TRAFFIC CONTROL DEVICE - UN
 636014-001 - FLAGGER - HR
 636021-001 - ELECTRIC ARROW - DA
 636025-001 - WARNING LIGHTS, TYPE B - DA
 639001-001 - CONSTRUCTION LAYOUT STAKE - LS
 642040-001 - INLET PROTECTION - EA
 AA 1- 402001-026 - ROADWAY ALTERNATES-MARSHALL ASPHALT SKID PVT, SG, TY IV -
 AA 2- 402001-027 - ROADWAY ALTERNATES-MARSHALL ASPHALT SKID PVT, S, TY IV - TN
 657008-001 - 2.00 LB CHANNEL POST - LF
 657018-001 - SUPPORT OR BRACKET REMOVAL - EA
 661001-001 - 0.080 IN FLAT SHEET SIGN - SF
 663001-026 - EDGE LINE, TYPE II- 6 IN - YELLOW - LF
 663002-010 - LANE LINE, TYPE V - 4 IN - YELLOW - LF
 663002-010 - LANE LINE, TYPE V - 4 IN - WHITE - LF
 663002-040 - CENTERLINE, TYPE II - 4 IN - LF
 663004-011 - CHANNELIZING LINE, TYPE V - 6 IN - LF
 663005-011 - STOP LINE, TYPE V - 24 IN - LF
 663006-010 - CROSSWALK LINE, TYPE V - 12 IN X 6 FT - LF
 663010-010 - ONE DIRECTION LANE ASSIGNMENT ARROW, TYPE V - EA
 663010-011 - MULTIDIRECTIONAL LANE ASSIGNMENT ARROW, TYPE V - EA
 663011-010 - LANE LETTER, TYPE V - EA
 660001-001 - SIGNAL CONTROLLER 01 - LS
 660002-030 - TRAFFIC DETECTOR, RADO 01 - LS
 660003-001 - SIGNAL SECTION, G-16 - EA
 660003-006 - SIGNAL SECTION, V-12 - EA
 660004-030 - SIGNAL SUPPORT, All, PAINTED - EA
 660004-050 - SIGNAL SUPPORT, EI, PAINTED - EA
 660007-001 - MISCELLANEOUS SIGNAL, 01 - LS
 660010-001 - PRIORITY CONTROL SYSTEM DETECTOR, D4 - EA
 660010-010 - PRIORITY CONTROL SYSTEM EMITTER, OE - EA
 661001-001 - 0.080 IN FLAT SHEET SIGN - SF
 661030-001 - INTERNALLY ILLUMINATED SIGN, 72" X 18", SS - EA
 661030-001 - INTERNALLY ILLUMINATED SIGN, 72" X 18", DS - EA
 662002-001 - GALVANIZED STEEL CONDUIT, 01 - LS

662006-001 - JUNCTION BOX, TYPE H, 18" x18" - EA
662006-001 - JUNCTION BOX, TYPE H, 24"x24" - EA
662007-001 - LUMINAIRE, TYPE LED - EA
662014-001 - INCIDENT AL ELECTRICAL WORK, LCI - LS

48 Items

Local Vendor Preference

Specialty Groups, Inc.			
Quantity	Price	Extension	Price
1.0000	\$299.73	\$299.73	\$8,000.00
1.0000	\$32,532.97	\$32,532.97	\$38,000.00
30.8000	\$199.82	\$6,154.46	\$225.00
219.0000	\$5.00	\$1,095.00	\$265.00
1,907.0000	\$14.99	\$28,585.93	\$18.00
140.0000	\$109.90	\$15,386.00	\$120.00
26.2000	\$319.72	\$8,376.66	\$340.00
5.0000	\$6,094.60	\$30,473.00	\$6,900.00
5.0000	\$289.74	\$1,448.70	\$325.00
227.0000	\$94.92	\$21,546.84	\$110.00
5,945.0000	\$1.50	\$8,917.50	\$1.50
100.0000	\$67.94	\$6,794.00	\$150.00
20.0000	\$28.97	\$579.40	\$34.00
240.0000	\$3.00	\$720.00	\$3.85
1.0000	\$499.56	\$499.56	\$3,500.00
3.0000	\$139.88	\$419.64	\$550.00
210.0000	\$229.80	\$48,258.00	\$290.50
200.0000	\$0.00	\$0.00	\$0.00
56.0000	\$45.96	\$2,573.76	\$75.00
2.0000	\$199.82	\$399.64	\$200.00
23.0000	\$95.91	\$2,205.93	\$65.00
378.0000	\$0.85	\$321.30	\$2.75
30.0000	\$6.99	\$209.70	\$12.50
35.0000	\$6.99	\$244.65	\$12.50
994.0000	\$0.85	\$844.90	\$1.35
390.0000	\$7.99	\$3,116.10	\$16.50
85.0000	\$28.97	\$2,462.45	\$24.50
408.0000	\$17.98	\$7,335.84	\$15.50
4.0000	\$399.64	\$1,598.56	\$357.50
6.0000	\$429.62	\$2,577.72	\$440.00
8.0000	\$149.87	\$1,198.96	\$160.00
1.0000	\$40,663.95	\$40,663.95	\$22,000.00
1.0000	\$58,448.19	\$58,448.19	\$41,000.00
8.0000	\$2,597.70	\$20,781.60	\$572.50
26.0000	\$559.50	\$14,547.00	\$405.00
2.0000	\$81,227.99	\$162,455.98	\$54,000.00
6.0000	\$3,896.54	\$23,379.24	\$2,530.00
1.0000	\$12,788.66	\$12,788.66	\$48,000.00
1.0000	\$13,088.40	\$13,088.40	\$9,250.00
1.0000	\$2,897.43	\$2,897.43	\$3,000.00
40.0000	\$12.99	\$519.60	\$45.00
2.0000	\$4,695.83	\$9,391.66	\$3,500.00
1.0000	\$4,695.84	\$4,695.84	\$3,500.00
1.0000	\$27,275.82	\$27,275.82	\$45,000.00

3.0000	\$3,796.63	\$11,389.89	\$3,750.00
1.0000	\$4,895.66	\$4,895.66	\$3,300.00
2.0000	\$929.17	\$1,858.34	\$700.00
1.0000	\$4,695.84	\$4,695.84	\$2,500.00

Totals		\$650,950.00	
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		(\$5,000)= \$650,945.00	
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Stealth Ltd.
Extension
\$8,000.00
\$38,000.00
\$6,930.00
\$58,035.00
\$34,326.00
\$16,800.00
\$8,908.00
\$34,500.00
\$1,625.00
\$24,970.00
\$8,917.50
\$15,000.00
\$680.00
\$924.00
\$3,500.00
\$1,650.00
\$61,005.00
\$0.00
\$4,200.00
\$400.00
\$1,495.00
\$1,039.50
\$375.00
\$437.50
\$1,341.90
\$6,435.00
\$2,082.50
\$6,324.00
\$1,430.00
\$2,640.00
\$1,280.00
\$22,000.00
\$41,000.00
\$4,580.00
\$10,530.00
\$108,000.00
\$15,180.00
\$48,000.00
\$9,250.00
\$3,000.00
\$1,800.00
\$7,000.00
\$3,500.00
\$45,000.00

\$11,250.00
\$3,300.00
\$1,400.00
\$2,500.00
\$690,540.90

(-5,000)= \$690,535.90

Submitted Bids

Business	Opened at	Status	Bid Total
Specialty Groups, Inc.	2023-04-11 14:02:28 UTC	Responsive	\$650,950.00
	Local Vendor Preference		(\$5,000.00)
			\$650,945.00

Stealth Ltd.	2023-04-11 14:02:31 UTC	Responsive	\$690,540.90
	Local Vendor Preference		(\$5,000.00)
			\$690,535.90

Submitted at	Signed by
2023-04-11 13:29:44 UTC	Robert S. Hamilton

2023-04-11 13:37:19 UTC	Brett Mondy
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