CITY OF CHARLESTON
West Virginia

Council Member – 12th WARD

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

AGENDA
FINANCE COMMITTEE MEETING
Monday, April 21, 2025
6:30 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 4-7-2025

b. Approval of Previous Minutes 4-15-2025

II. RESOLUTIONS:

a. Resolution No. 25-035 – Authorizing settlement of pending disputed claims against the City in the matter known as Chelsea Nicole McCoy v. City of Charleston, et al., Civil Action No. 24-C-360.

b. Resolution No. 25-036 - Authorizing the Mayor or City Manager to enter into a contract with Bear Contracting, LLC to perform asphalt street paving construction services.

c. Resolution No. 25-037 - Authorizing the Mayor or City Manager to purchase two parcels of real property at 135 Emily Street and 126 Cora Street, both adjacent to Charleston Fire Department Station 7.

d. Resolution No. 25-038 - Authorizing the Charleston Coliseum & Convention Center / Municipal Auditorium Board to sign the Second Amendment to the management agreement with the OVG Facilities.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., APRIL 7, 2025
AV ROOM #308, CITY HALL

Joseph Jenkins Chair, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., April 7, 2025.

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

Joseph Jenkins, Chair
Brent Burton, Vice Chair
Becky Ceperley
Mary Beth Hoover
Larry Moore
Chad Robinson (arrived 6:35 – first vote for 25-029)
Shawn Taylor

Absent:
None

Other Councilmembers present:
Emmett Pepper
Chelsea Steelhammer
Joe Solomon
Frank Annie
Harper Gardner
Jeanine Faegre

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the March 17, 2025 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 25-028 – Authorizing the Finance Director to amend the 2024 CDBG budget and the 2022 and 2023 Community Development Block Grant budgets as indicated on the accounts listed below.

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

That the Finance Director is hereby authorized and directed to amend the 2024 CDBG budget and the 2022 and 2023 Community Development Block Grant budgets as indicated on the accounts listed below:

Funds moved from completed/cancelled projects:

Account Number	Description	Amount
2009-10-42100-000-000-556850 ($70,274.00)	Recovery Point	
Cdbg2022-Fund-UNPR- ($54,980.07)	Contingencies	
Cdbg2023-Fund-UNPR- ($31,251.22)	Contingencies	

Funds transferred to other projects to cover additional costs:

Account Number	Description	Amount
CDBG24-FUND-UNPR	Contingencies	$70,274.00
Cdbg2024-003L-CENG- $156,505.29	ADA Ramps	

The City proposes to cancel funding for Recovery Point and move funds from Contingencies to provide additional funds to ADA Accessible Ramps and Sidewalks.

City Manager Ben Mishoe added that MOECD administers the grant program. It will move some leftover funds from the previous year, and funds that were originally allocated to defunct project into the ADA Ramps Program.

From the audience, Councilmember Gardner confirmed with City Engineer Chris Knox that each ramp costs between $3,000-$5,000.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-028 approved.

b. Resolution No. 25-029 – Authorizing the Mayor or City Manager to purchase a 2025 Ford F450 truck from Nation Auto Fleet Group for the Charleston Fire Department in the amount of $80,665.72 pursuant to a competitively source contract.

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

That the Mayor or City Manager is authorized to purchase a 2025 Ford F450 truck from Nation Auto Fleet Group for the Charleston Fire Department in the amount of $80,665.72 pursuant to a competitively source contract.

Mishoe added that the vehicle will tow the new fire boat that is currently under production. It will replace an older model.

Councilmember Tylor asked if the price was locked pre-tariff. Mishoe replied that it should be. The boat will likely be delivered in August.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-029 approved.

c. Resolution No. 25-030 – Authorizing the Mayor or City Manager to enter into a contract with Meadow Ridge Ranch Construction in the amount of $189,000.00 for the purchase and installation of new backstop netting and additional foul ball netting at Go-Mart Ballpark pursuant to a competitive bid process.

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

That the Mayor or City Manager is authorized to enter into a contract with Meadow Ridge Ranch Construction in the amount of $189,000.00 for the purchase and installation of new backstop netting and additional foul ball netting at Go-Mart Ballpark pursuant to a competitive bid process.

Mishoe added that the City received one bid, who is a national supplier. It will replace the existing netting and extend it along the first and third base foul lines. It will be funded through the Stadium Maintenance Fund.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-030 approved.

d. Resolution No. 25-031 – Authorizing the Mayor or City Manager to enter a change order to the existing concrete paving contract with McClanahan Construction Company, LLC in the amount of $42,471.00 for a stormwater installation and repair occurring at the intersection of Ferry Street and Thayer Street.

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

   That the Mayor or City Manager is authorized to enter a change order to the existing concrete paving contract with McClanahan Construction Company, LLC in the amount of $42,471.00 for a stormwater installation and repair occurring at the intersection of Ferry Street and Thayer Street.

Mishoe added that the resolution is for the previously awarded concrete paving contract. Mishoe added that the Street Department will be doing some of the work needed.

Councilmember Jenkins confirmed with Knox that the area with a pothole that always has water in is a drainage issue and will be fixed during this process.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-031 approved.

e. Resolution No. 25-032 – Authorizing the Mayor or City Manager to enter into a contract with Davey Resource Group, Inc. in the amount of $97,470.00 for the first two phases of a City of Charleston Tree Inventory, and for additional phases as may be needed, provided adequate grant funding is received and the total amount for all phases does not exceed $150,000.00. This procurement is the result of a competitive selection and scoring process involving the Municipal Beautification Committee and the Department of Public Grounds, with the funding provided by a grant from the West Virginia Division of Forestry.

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

   That the Mayor or City Manager is authorized to enter into a contract with Davey Resource Group, Inc. in the amount of $97,470.00 for the first two phases of a City of Charleston Tree Inventory, and for additional phases as may be needed, provided adequate grant funding is received and the total amount for all phases does not exceed $150,000.00.

Mishoe added that the Municipal Beautification Commission has put in a lot of work to secure the funding for this survey. He added that the amount of the Third Phase is to be determined based on the completion of the first two phases.

Councilmember Robinson confirmed with Mishoe that the tree inventory would catalogue every tree within the City's right-of-way/and within a certain distance of a dwelling or structure. They will create a searchable database of those trees, and some of that searchable data will likely be made available to the public. The first phase will include most of Kanawha City.

Councilmember Moore confirmed that the trunk would need to be in the right-of-way to be counted.

From the audience, Councilmember Faegre expressed her support for the resolution.

Councilmember Taylor confirmed that the Carriage Trail would be included.

Councilmember Jenkins asked how the City would use the information. Public Works Director Brent Webster replied that the first step would be to determine if any trees were dead or diseased.

Councilmember Jenkins confirmed with Mishoe that trees on State roads would not be included. If they wanted to include those later, they would need to get permission from the Division of Highways. The first grant has been secured.

Councilmember Faegre expressed her support for including the trees on the State right-of-way, specifically Washington Street West.

Councilmember Ceperley confirmed that the Greater Kanawha Valley Foundation Grant money for the Carriage Trail is already being used to its fullest.

From the audience, Councilmember Gardner confirmed that the City will need to renew its contract for the software after three years. If they decide not to, the information can be downloaded before the service is terminated.

From the audience, Councilmember Solomon confirmed with the Municipal Beautification Commission that this data can be used to determine where new trees could be planted.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-032 approved.

f. Resolution No. 25-033 – Authorizing the Mayor or City Manager to enter into a contract with Thaxton Construction Company, Inc. for installation of drilled soldier pile retaining walls with concrete lagging to correct roadway embankment slips at Gordon Drive and Mayflower Drive in the amount of $197,435.00 pursuant to a competitive bid process.

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

   That the Mayor or City Manager is authorized to enter into a contract with Thaxton Construction Company, Inc. for installation of drilled soldier pile retaining walls with concrete lagging to correct roadway embankment slips at Gordon Drive and Mayflower Drive in the amount of $197,435.00 pursuant to a competitive bid process.

Mishoe added that the Engineering Department identified the need for the retaining walls.

Councilmember Jenkins confirmed the location to be across from Belmont.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-033 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

MINUTES
FINANCE COMMITTEE MEETING
5:15 P.M., APRIL 15, 2025
AV ROOM #308, CITY HALL

Joseph Jenkins Chair, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., April 7, 2025.

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

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

Absent:
None

Other Councilmembers present:
Emmett Pepper
Harper Gardner

I. RESOLUTIONS:

a. Bill No. 8052 – 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-five.

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, 2025 through June 30, 2026, before City Council for approval at a special meeting of Council held on April 15, 2025, 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.

Councilmember Burton moved to approve the Bill. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Bill No. 8052 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 25-035

Introduced in Council:

April 21, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

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Referred to:

Finance Committee

Resolution No. 25-035 - Authorizing settlement of pending disputed claims against the City in the matter known as Chelsea Nicole McCoy v. City of Charleston, et al., Civil Action No. 24-C-360 in the Circuit Court of Kanawha County, West Virginia, as recommended by the City Solicitor.

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

That the City Council hereby authorizes and approves the settlement of all pending disputed claims against the City, et al., by Chelsea Nicole McCoy, as alleged in Civil Action No. 24-C-360 in the Circuit Court of Kanawha County, West Virginia, in the amount of $375,000.00, as recommended by the City Solicitor. The City Council authorizes the City Solicitor and City Manager to take all necessary steps to finalize resolution of the claims.

Resolution No. 25-036

Introduced in Council: Adopted by Council:

April 21, 2025

Introduced by: Referred to:

Joe Jenkins Finance

Resolution No. 25-036 – Authorizing the Mayor or City Manager to enter into a contract with Bear Contracting, LLC., on a per-unit basis as set forth in its winning bid, and for a total amount not to exceed $3,205,500.00 to perform asphalt street paving construction services, where the per-unit and total contract prices were determined through a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a contract with Bear Contracting, LLC., on a per-unit basis as set forth in its winning bid, and for a total amount not to exceed $3,205,500.00 to perform asphalt street paving construction services, where the per-unit and total contract prices were determined through a competitive bidding process.

2025-23 Asphalt Resurfacing Project (E404/25-160U)			
Business	**Opened at**	**Bid Total**	**Local Vendor Preference -$5,000.00**
Bear Contracting	4/15/2025 14:00	$ 3,205,500.00	$3,200,500.00
Mr. Asphalt	4/15/2025 14:00	$ 3,398,600.00	$3,393,600.00
WV Paving	4/15/2025 14:00	$ 3,263,500.00	$3,258,500.00

2025-23 Asphalt Resurfacing Project (E404/25-160U)			
	Bear Contracting, LLC	Mr. Asphalt Inc	West Virginia Paving, Inc.
Mandatory Requirement			
Item 3.2 - Traffic Control	$ 90,000.00	$ 84,000.00	$ 120,000.00
Item 3.3 - HLBC - Base Course	$ 15,500.00	$ 12,600.00	$ 14,500.00
Item 3.4 - HLBC - Wearing Course	$ 2,380,000.00	$ 2,312,000.00	$ 2,499,000.00
Item 3.5 - Removing Bituminous Concrete	$ 720,000.00	$ 990,000.00	$ 630,000.00
Attended Pre-Bid	Yes	Yes	Yes
WV Contractor's License	Yes	Yes	Yes
Certificate of Insurance	Yes	Yes	Yes
Bid Bond	Yes	NO - Not signed by Vendor	Yes
Drug Free WorkPlace Affidavit	Yes	Yes	Yes
SubContractor's List (if Applicable)	Yes	Yes	Yes
Hiring Affidavit for over $500k	Yes	Yes	Yes
Vendor Protest Acknowledgement	Yes	Yes	Yes
Contact and Signature Form	Yes	Yes	Yes
Pricing Page	Yes	Yes	Yes
Addendum Acknowledgement	Yes	Yes	Yes
Local Vendor Form (if Applicable)	Yes	Yes	Yes
City of Chalreston Purchasing Affidavit	Yes	Yes	Yes
Grand Total	**$ 3,205,500.00**	**$ 3,398,600.00**	**$ 3,263,500.00**
Minus $5,000 Vendor Preference	$3,200,500.00	$3,393,600.00	$3,258,500.00

CITY OF CHARLESTON

RECOMMENDATION TO AWARD

DATE: April 15, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025-23 Asphalt Resurfacing Project (E404/25-160U)

Bid Information: Bear Contracting, LLC - $3,205,500.00

Award Recommendation: Check the appropriate box below.

[x] **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to **Bear Contracting, LLC** in the amount of **$3,205,500.00** as the lowest responsible bidder meeting the required specifications.

[ ] **Multiple Award**: By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: ______________________________ ____.

[ ] **Other Than Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to ______________________________as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Bidding Vendors not awarded:

Mr. Asphalt, Inc. - $3,398,600.00
West Virginia Paving, Inc. - $3,263,500.00

Sincerely,

___________________________________ ___________________________

Signature Date

____

Printed Name and Title

Appendix A - 2025 Streets

Street Name	Ward	To and From	Length	Width	Est. SY	Est. Tons	Milled
Chandler Dr	1&2	Rt 21 to Arnold	4150	21	9683	807	TRUE
26th St	1	7th Ave to RR Tracks	1060	21	2473	206	TRUE
Washington St W	1	North Arthur to 37th St	1980	22	4840	403	TRUE
37th St	1	7th Ave to Washington	200	25	556	46	TRUE
Kenyon St	1	Washington to Labelle	150	14	233	19	FALSE
24th St	1	From 6th to 7th Ave	260	21	607	51	TRUE
6th Ave	1	From 24th to 26th St	640	20	1422	119	FALSE
York Ave	2	Hanna to End	1480	15	2467	206	TRUE
Corvair Dr	2	Falcon to End	1250	13	1806	150	TRUE
Tate Dr	2	Sugar Creek to End	1000	12	1333	111	FALSE
Vermont Dr	2	Falcon to End	770	14	1198	100	TRUE
Summit Dr	3	Stonewall to Bauer	1265	22	3092	258	TRUE
West Ave	3	Washington to Orchard	370	20	822	69	TRUE
Mathews Ave	3	Beech to Woodsedge Way Apts	1680	20	3733	311	TRUE
Stonewall Dr	3	Summit to Edgewood	950	23	2428	202	TRUE
Park Ave	3	Vogel to Woodsedge Way Apts	650	20	1444	120	TRUE
Stuart St	3	Barton to Hendrix	670	20	1489	124	TRUE
7th Ave	4	Florida to Virginia	1820	37	7482	624	TRUE
Simms St	4	Park Ave to Glenwood	415	18	830	69	TRUE
Beatrice St	4	Washington to 7th Ave	325	25	903	75	TRUE
Quinton St	5	Price to End	150	12	200	17	TRUE
Price St	5	Greendale to Williams	450	20	1000	83	TRUE
Greendale Dr	5	924 Greendale to End	1710	31	5890	491	TRUE
Greendale Dr	5	Swarthmore to 924 Greendale	270	23	690	58	TRUE
Chester Rd	5	Beech to Swarthmore	580	20	1289	107	TRUE
Valley Rd	5	Swarthmore to End	410	25	1139	95	TRUE
Ohio Ave	6	Roane to Washington	850	40	3778	315	TRUE
Buchanan St	6	Bigley to Crescent	640	40	2844	237	TRUE
Indiana Ave	6	Buchanan to Washington	710	36	2840	237	TRUE
Bigley Ave	6	Buchanan to Washington	710	40	3156	263	TRUE
Pennsylvania Ave	7	Bigley to Mary	1020	38	4307	359	TRUE
Westmoreland Rd	7	Crescent to Jane	2400	20	5333	444	TRUE

Spring St	7	Pennsylvania to Bigley	450	34	1700	142	TRUE
Christopher St	8	Shrewsberry to Capitol	415	26	1199	100	TRUE
Lewis St	8	Morris to Shelton	950	34	3589	299	TRUE
Beauregard St	8	Washington to Lewis	630	31	2170	181	TRUE
Shrewsberry St	8	Smith to John Norman	530	30	1767	147	TRUE
Bradford St	9	Virginia to Quarrier	380	31	1309	109	TRUE
Virginia St	9	Bradford to Ruffner	750	31	2583	215	TRUE
Ruffner Ave	9	Quarrier to Virginia	340	31	1171	98	TRUE
Maxwell St	10	Jackson to End	640	30	2133	178	TRUE
Piedmont Rd	10	Chilton to Cart	360	24	960	80	TRUE
Piedmont Rd	10	Elizabeth to RR Tracks	800	30	2667	222	TRUE
McClung St	10	Elizabeth to Sidney	410	30	1367	114	TRUE
Woodbridge Dr	11	Oakridge to Northview	1500	25	4167	347	TRUE
Bench Rd	11	Bench Way to Bakers Fork	3900	14	6067	506	FALSE
Lance Dr	11	From Greenbrier to End	2230	19	4708	392	FALSE
Old Greenbrier St	11	From Greenbrier to End	1100	22	2689	224	FALSE
Oakhurst Dr	12	Bible Center to Private Dr	160	15	267	22	FALSE
Daverton Rd	12	Suncrest to Mountain	1225	22	2994	250	TRUE
Wilkie Dr	12	Churchill to Sheridan	585	21	1365	114	TRUE
Clark Rd	13	Oakwood to City Limits	4100	21	9567	797	TRUE
Sherwood Rd	14	Hickory to Basil	1200	20	2667	222	TRUE
Ferry St	14	South Side Bridge to Thayer	1690	31	5821	485	TRUE
Alexandria Place	15	Mount Vernon to End	2200	20	4889	407	TRUE
Stonehenge Rd	15	Hampton to Brookstone	1675	22	4094	341	TRUE
Brookstone Rd	15	Stonehenge to End	1250	21	2917	243	TRUE
Dogwood Rd	15	Sweetbrier to End	1590	20	3533	294	TRUE
Olson Rd	16	Louden Hts. To End	240	18	480	40	TRUE
Bendview Dr	16	Porter to Woodcliff	1280	21	2987	249	TRUE
Louden Hts Rd	16	Connell to Hampton	1400	24	3733	311	TRUE
3300 Block Alley	17	Between Virginia and Kanawha River	460	11	562	47	TRUE
4400 Block Alley	17	Between Staunton and Virginia	450	12	600	50	TRUE
55th St	17	MacCorkle to Noyes	290	21	677	56	TRUE
Virginia Ave	17	4800 Block	430	21	1003	84	TRUE
3400 Block Alley	17	Between Virginia and Kanawha River	210	11	257	21	TRUE

49th St	18	Venable to Washington	300	20	667	56	TRUE
47th St	18	Venable to Washington	290	20	644	54	TRUE
Washington Ave	18	42nd to 44th St	950	20	2111	176	TRUE
4100 Block Alley	18	Between Washington and Lancaster	445	12	593	49	TRUE
5000 Block Alley	18	Between Washington and Lancaster	510	15	850	71	TRUE
5300 Block Alley	18	Between Venable and Washington	440	12	587	49	TRUE
56th St	18	MacCorkle to Washington	485	20	1078	90	TRUE
Paula Rd	19	Belfast to End	1810	20	4022	335	TRUE
Belfast Rd	19	Paula to End	150	13	217	18	FALSE
Nottingham Rd	19	1396 Nottingham to Cornwall	1190	20	2644	220	TRUE
Frontage Rd	20	26th to 27th St	750	20	1667	139	TRUE
Chesterfield Ave	20	39th St to 50th St	4700	22	11489	957	TRUE
						16378	

Resolution No. 25-037

Introduced in Council: April 21, 2025

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 25-037 - Authorizing the Mayor or City Manager to purchase two parcels of real property at 135 Emily Street and 126 Cora Street, both adjacent to Charleston Fire Department Station 7, for purchase prices totaling $158,750.00 plus necessary closing costs.

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

The Mayor or City Manager is authorized to purchase two parcels of real property at 135 Emily Street and 126 Cora Street, both adjacent to Charleston Fire Department Station 7, for purchase prices totaling $158,750.00 plus necessary closing costs.

FIRE STATION NO. 7

Resolution No. 25-038

Introduced in Council: Adopted by Council:

April 21, 2025

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 25-038 - Authorizing the Charleston Coliseum & Convention Center / Municipal Auditorium Board (“Board”) to sign the Second Amendment to the management agreement with the OVG Facilities, LLC (“OVG”), to modify financial and other terms within the agreement and extend the term of the Agreement by 5 years.

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

That the Charleston Coliseum & Convention Center / Municipal Auditorium Board (“Board”) to sign the Second Amendment to the management agreement with the OVG Facilities, LLC (“OVG”), to modify financial and other terms within the agreement and extend the term of the Agreement by 5 years.

SECOND AMENDMENT TO THE MANAGEMENT AGREEMENT

This Second Amendment to the Management Agreement (this "**Second Amendment**") is effective as of April 15, 2025 (the "**Second Amendment Effective Date**") between (i) OVG Facilities, LLC d/b/a Oak View Group ("**Manager**"), and (ii) Charleston Coliseum & Convention Center / Municipal Auditorium Board of Directors ("**Client**").

RECITALS

A. Manager and Client are parties to that certain Management Agreement dated as of September 9, 2020, subject to the Addendum dated June 12, 2023, and as amended by a First Amendment to the Management Agreement, dated February 14, 2025 (collectively, the "**Agreement**") pursuant to which the Client granted to Manager the exclusive right and privilege to manage and operate the Complex (each capitalized word as defined in the Agreement).

B. The parties have successfully negotiated an extension of the Agreement and as a result seek extend and otherwise amend the Agreement, as further set forth herein.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

1. **Definitions.** All of the defined terms and definitions set forth in the Agreement shall apply to and are incorporated into this Second Amendment, except that any modifications thereto and/or all other defined terms and definitions set forth in this Second Amendment shall apply. Consistent with Item 8 below, the definition of "Management-Level Employees" is modified to remove "Business Manager (or employees with different titles performing similar functions)."

2. **Updated Term Length**. The parties agree that Section 4.1 of the Agreement shall be deleted in its entirety and replaced with the following:

"Section 4.1 Term. The term of this Agreement (as it may be amended or extended from time to time, the "**Term**") shall be from September 9, 2020, through June 30, 2030, unless terminated pursuant to the provisions of Section 4.2 below."

3. **Revised Operating Fee and Incentive Fees**. The parties have agreed to modify the Operating Fee and incentive fees, as set forth below, effective as of July 1, 2025.

a. Section 3.1 of the Agreement shall be deleted in its entirety and replaced with the following:

"Section 3.1 Operating Fee. In consideration of Manger's performance of the Services hereunder, Client shall pay Manager a fixed monthly fee ("**Operating Fee**"). Beginning on the Second Amendment Effective Date and continuing through the conclusion of the 2025-2026 Operating Year, the Operating Fee shall be US $15,000. Beginning in during the 2026-2027 Operating Year, and each Operating Year thereafter, the Operating Fee shall be increased over the Operating Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous Operating Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), not to exceed 3%. Notwithstanding the foregoing, if the percentage change in CPI over a previous Operating Year is less than zero, the Operating Fee shall remain the same as the previous Operating Year. The Operating Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first day of each month thereafter (prorated as necessary for any partial months). The Business Manager shall be entitled to pay such Operating Fee from the Operating Account."

b. Section 3.2 of the Agreement shall be deleted in its entirety and replaced with the following:

"Section 3.2 Performance Fees. In consideration for providing the Services under this Agreement, and in addition to the Operating Fee and other amounts set forth herein, Client shall pay Manager incentive-based fees as set forth below.

a. *Benchmark Performance Fee*. Manager shall be entitled to an incentive fee for achieving certain benchmark Gross Operating Revenue (the "**Benchmark Performance Fee**"), which shall be due as follows each Operating Year:
(i) If Gross Operating Revenue is above $5,000,000 in any Operating Year, Manager shall receive a Performance Fee equal to 15% of Gross Operating Revenues above $5,000,000 and less than $7,000,000; and
(ii) If Gross Operating Revenue is above $7,000,000 in any Operating Year, Manager shall receive a Performance Fee equal to 10% of Gross Operating Revenues above $7,000.000.

The foregoing thresholds for achievement of the Benchmark Performance Fee, shall be (i) prorated for any partial Operating Year based on the length of such partial Operating Year; (ii) increased annually by CPI, not to exceed 3%; provided if the percentage change in CPI over the previous Operating Year is less than zero, the thresholds shall remain the same as the previous Operating Year and (iii) shall not exceed the amount of the Operating Fee for the Operating Year which the Benchmark Performance Fee was generated. If Gross Operating Revenue is less than the applicable threshold for clause (i) in any Operating Year (prorated as applicable), no Benchmark Performance Fee shall be due for such Operating Year.

b. *Subsidy Performance Fee*. In addition to the Benchmark Performance Fee, in any Operating Year during which no subsidy is required by the Client in connection with the Complex operations (*e.g.*, there is adequate revenue derived from Commercial Rights (less any Commercial Rights Fee payable to Manager) together with Gross Operating Revenue, to sufficiently cover all operating costs of the Complex, including any Operating Fees, Benchmark Performance Fees, and Qualitative Fees paid to Manager), then an additional 1% of all Gross Operating Revenues for such Operating Year shall be due and payable to Manager (the "**Subsidy Performance Fee**" and together with the Benchmark Performance Fee, the "**Performance Fees**").

c. *Payment of Performance Fees*. The Business Manager shall be entitled to pay the Performance Fees, if any, from the Operating Account thirty (30) days following submission of the audit report described in Section 10.3."

c. Section 3.3 of the Agreement shall be deleted in its entirety and replaced with the following:

"Section 3.3 Qualitative Fee. In addition to the Operating Fee and other amounts set forth herein, Client shall pay Manager up to $30,000 each Operating Year (the "**Qualitative Fee**") for achievement of qualitative performance metrics as the parties mutually agree as set forth below (the "**Qualitative Metrics**"). The Qualitative Fee amount shall be prorated for any partial Operating Year based on the length of such partial Operating Year. The Qualitative Metrics beginning as of the Second Amendment Effective Date are based on a 1-5 scaled scores and will be paid prorate based on such scores in the following categories:

(i) Quality of management and operations services performed as determined by the Client ($7,500);

(ii) Achievement of the Coliseum and Convention Center Board programmatic and fiscal goals ($7,500);

(iii) Community involvement ($7,500); and

(iv) Customer satisfaction measurements (*e.g.*, results of "mystery shopper" reports, informal and formal audits, inspections, customer surveys and observations) ($7,500).

For clarification, Client will determine a scaled score in each of the above categories and the Qualitative Fee applicable to such category shall be prorated based on such score achieved (*e.g.*, if Client determines Manager has earned a 4/5 in evaluating its community involvement, then the Qualitative Fee appliable to such category shall be $6,000 (4/5 of $7,500)). No later than ninety (90) days after the end of each Operating Year, Client shall determine the scaled scores Manager has achieved pursuant to the foregoing Qualitative Metrics. Such determination shall be made in good faith by Client following discussions with Manager. In connection with such discussions, Manager shall be permitted to present its good-faith self-evaluation of whether and how much it has achieved the Qualitative Metrics and may provide Client backup information supporting such self-evaluation. To the extent Client's determination materially deviates from Manager's self-evaluation, Client shall provide backup information and/or justification to Manager supporting such deviation. Following Client's determination, the Business Manager shall have the right to pay the applicable Qualitative Fee, if any, from the Operating Account the month following such determination."

4. **Addition of Sponsorship/Partnership Sales and Dedicated Position**. The parties have agreed that Manger shall have the exclusive right to provide sponsorship sales at the Complex and have agreed to terms related thereto, as further set forth below:

a. Subsection c) of Exhibit B, shall be deleted in its entirety and replaced with the following:

"c) Manager shall act as the sole and exclusive third-party representative for marketing of the Commercial Rights. Manager shall keep Client apprised of its sales prospects and the status of any potential sales of Commercial Rights. All contracts relating to the sale of such Commercial Rights (the "**Commercial Rights Contracts**"), shall be subject to Client's prior approval in each instance. Client hereby acknowledges that Manager is not guaranteeing any level of purchase of, or the receipt of payment for, any Commercial Rights marketed by Manger pursuant to this Agreement."

b. Subsection e) of Exhibit B, shall be deleted in its entirety and replaced with the following:

"e) Negotiate, enter into (as agent for Client), administer and assure compliance with all contracts related to the operation of the Complex, including Service Contracts, Booking Contracts, Commercial Rights Contracts, and Material Contracts, except as otherwise provided in the Agreement."

c. A new Section 3.4 shall be added to the Agreement as follows:

"Section 3.4 Commercial Rights Fee. In addition to the foregoing, Client shall pay Manager fees in connection with *new** Commercial Rights Contracts negotiated by Manager, as set forth below (collectively, such amounts due Manager, the "**Commercial Rights Fee**"):

(i) For net revenue due from Commercial Rights Contracts with a partner introduced by Client: 15% to Manager; and
(ii) For net revenue due from Commercial Rights Contracts with a partner introduced by Manager: 20% to Manager.
(iii) Net revenue shall take into consideration any actual costs associated and incurred to deliver the terms of the sponsorship agreement, including but not limited to signage, buildout, and event tickets if such costs are born by the Center as part of the sponsorship agreement.

*The parties agree that *new* Commercial Rights Contracts shall include any new partners introduced following the Second Amendment Effective Date or the renegotiation or contract extension for any current Commercial Rights partners, included on the enclosed Exhibit A to the Second Amendment (the "**Current Partners**"); provided that all such renegotiation or contract extensions relating to Current Partners shall be considered a partner introduced by Client for purposes of the applicable Commercial Rights Fee, unless such Current Partners opt-out or otherwise conclude their relationship with the Complex/Client and is re-engaged by Manager at least six (6) months following such conclusion/opt-out. For renegotiated or contract extensions of current Commercial Rights partners, Manager's percentage share shall be calculated only on the amount of the increased amount, if any.

The parties agree that, unless otherwise mutually agreed by the parties, the Client shall have the exclusive right to target certain Commercial Rights partners in connection with the Complex naming rights and potentially other Commercia Rights, each of whom is included on Exhibit B to the Second Amendment (collectively, the "**Target NR Partners**") (which the parties agree shall be provided by Client within 90 days of the Second Amendment Effective Date, and revised and amended thereafter upon written notice to Manager) provided, however, Manager shall be permitted to contact any Target NR Partner in connection with the sale of any other Commercial Rights (exclusive of Complex naming rights) if and after it is determined said Target NR Partner is not interested in Complex naming rights or other Commercial Rights for which Client had initially approached the applicable Target NR Partner, which information shall be supplied to Manager immediately upon request. If the Client makes an introduction (including reasonable proof of solicitation by the Client) between Manager and any Target NR Partner then any resulting Commercial Rights Contract (either in connection with Complex naming rights or any other Commercial Rights) shall be subject to the Commercial Rights Fee set forth in subsection (i) above; provided that if the Target NR Partner is approached solely by Manager as permitted by this Section 3.4, then the full Commercial Rights Fee as set forth in subsection (ii) above shall be due in connection with any resulting Commercial Rights Contract.

The net revenue derived from any Commercial Rights Contract will not be included in the calculation of Gross Operating Revenues for the purpose of calculating the Benchmark Performance Fee due to Manager each Operating Year (*e.g.*, such amounts will not apply to the threshold Gross Operating Revenues included), but will be included in the calculation of whether a subsidy is required for purposes of calculating the Subsidy Performance Fee.

The Commercial Rights Fee shall be calculated and paid to Manager for all years of each Commercial Rights Contract secured by Manager, including any years that extend beyond the end of the Term of this Agreement. The Commercial Rights Fee due to Manager following the conclusion of the Term or termination of the agreement pursuant to applicable provisions herein shall be equal to 50% of the calculated Commercial Rights Fee remaining that would have been paid during the term of any applicable Commercial Rights Contract and shall be referred to herein as the "**Trailing Commercial Rights Commissions**". The Commercial Rights Fee shall be paid to Manager on a bi-annual basis, on or about the last day of June and December each calendar year, and Manager shall be entitled to pay itself such amount from the Operating Account upon providing documentation of such Commercial Rights Fee to the Client. The parties shall also hold a settlement at the conclusion of the Term, at which time Client shall pay to Manager any portion of the Commercial Rights Fee due to Manager but not yet paid to Manager, as well as the full Trailing Commercial Rights Commission calculated to become due to Manager following the Term, all of which shall be paid to Manager in one lump sum payment within 10 days of the conclusion of the Term.

Notwithstanding the foregoing, the Parties agree all sponsorship and Commercial Rights Contracts (including the Commercial Rights Fee applicable thereto) shall be approved by Client prior to formalizing any agreement. The Client is not obligated to enter into any sponsorship or Commercial Rights Contract, and prior to entering into any sponsorship or Commercial Rights Contract, the Manager shall obtain the approval of the Client who may seek consultation with its bond counsel."

5. **Clarification re: Gross Operating Revenue**. In consideration of this Second Amendment, the parties agree that the definition of Gross Operating Revenue, as contained in Section 1.1 of the Agreement, shall be deleted in its entirety and replaced with the following:

"**Gross Operating Revenue:** The term "Gross Operating Revenue" means the total revenue earned and received from the operation of the Complex or any portion thereof including, without limitation, revenue received in connection with rental of the Complex, premium seating revenue (including suites, club seats and the like), revenues from hospitality, catering or concessions, group sales commissions, facility fees, box office fees, convenience fees, handling fees, ticketing rebates, commissions, royalties or other fees retained by the Complex (or a third party on behalf of the Complex) from any party granted the right to sell tickets to Events at the Complex, sales of premium seats sold on an event-by-event basis, sales of Commercial Rights,

> parking fees and any other revenue generated by Manager's operation of the Complex, except that revenue from Commercial Rights Contracts shall not be included within Gross Operating Revenue."

6. **Partial Rebate for 2024-2025 Operating Year Incentive Fee**. In consideration of this Second Amendment, Manager has agreed to rebate $250,000 of the Performance Fee due to Manager in connection with the 2024-2025 Operating Year (July 1, 2024 – June 30, 2025) (the "**2025 Rebate**"). The parties agree that the 2025 Rebate shall operate as a deduction on the full Performance Fee due Manager in connection with the 2024-2025 Operating Year, and no specific monetary amount shall be paid by Manager to Client in connection with such 2025 Rebate.

7. **Clarification re: Operating Expenses**. The parties have agreed to place a cap on certain Operating Expenses at the Complex. Accordingly, the following shall be added to the end of the definition of Operating Expenses in Article 1 of the Agreement:

> "For avoidance of doubt, Operating Expenses for healthcare insurance for Manager personnel at the Complex shall be limited to US $15,000 per employee participating in Manager's healthcare insurance, with such baseline amount to increase by CPI (not to exceed 3%) each Operating Year. Notwithstanding the foregoing, if the percentage change in CPI over a previous Operating Year is less than zero, the cap shall remain the same as the previous Operating Year."

8. **Retention of Client Business Manager; Manager Personnel Finance Position**. The parties have agreed to maintain a Client position to serve as the Business Manager of the Complex and to acknowledge Client's funding of a designated Manager Personnel finance position. Accordingly, the following shall be added to the end of Section 6.2 Client Personnel:

> "Notwithstanding the foregoing, Manager will not have the right to fill the position of Business Manager (or such title performing similar functions) of the Complex with Manager Personnel regardless of any such individuals separation from employment at the Complex, and the position of Business Manager will remain a Client Personnel for the term of the Agreement. Manager will have the right to participate in the selection and make recommendation of the Business Manager of the Complex, but the Client retains the sole discretion on the selection of such employee. Notwithstanding the foregoing, Client agrees to approve a separate finance position designated by Manager as Manager Personnel in connection with this Agreement, with the salary for such position to constitute an Operating Expense under this Agreement, subject to annual budget review and approval."

9. **Client Input on Manager Personnel**. A new Section 6.3(a) shall be added to the Agreement as follows:

> "Similar to the provisions in Section 6.3 for Manager to have input on Client Personnel, unless otherwise set forth herein, the Parties agree that Manager shall have the right in its sole discretion to administer discipline to Manager Personnel and otherwise control the terms and conditions of Manager Personnel's employment. However, if Client determines that any Manager Personnel has performed or acted in a manner that warrants discipline, then Client may contact Manager to review and discuss the situation. Manager will then review the performance/actions and determine how or if the action warrants discipline; said determination subject to Manager's sole discretion in accordance with Manager policies, and local, state, and federal laws. Client may request to meet and confer with Manager, and the Manager shall use reasonable efforts (in accordance with

Manager policies, and local, state and federal laws) to find a resolution mutually agreeable to the Parties regarding any Manager Personnel so identified by Client."

10. **Notice and Input Required for Removal or Change of General Manager**. A new Section 6.4(a) shall be added to the Agreement as follows:

"Subject to other provisions within the Agreement, before any General Manager may be terminated, Manager shall provide written notice to the Client at least 10 days prior to such termination, unless exceptional circumstances exist (*e.g.*, a material violation of any of Manger's then-current personnel policies, violation of any other law, rule or regulation, confidentiality obligations require that Manager not disclose certain personnel details, etc.). Following such notice, Client may request to meet and confer with Manager regarding the intended termination. The Parties agree to work in good faith, subject to any personnel practices or policies of Manager and all local, state, and federal laws, to determine if such action is prudent and in the best interest of the Complex before formal action is taken by Manager."

11. **Clarification re : Manager Liability Insurance Expenses.** The parties have agreed to place a cap on Manager general liability insurance premiums to be included in the Operating Budget. Accordingly, the following shall be added to the end of Section 7.1 Establishment of Operating Budget.

"Manager agrees that the Operating Expense for general liability insurance premiums in each Operating Year shall not exceed 120% of the preceding years budgeted expense for such liability insurance premiums. In addition, should any general liability insurance premium increase by more than 10% in any given Operating Year, Manager shall notify Client of such increase, and the parties shall meet to discuss in good faith whether insurance adjustments can be made to reduce overall costs."

12. **Commitment to Act in Good Faith.** A new Section 10.4 shall be added to the Agreement as follows:

"Commitment to Act in Good Faith. The Parties hereunder acknowledge and agree that the financial arrangements hereunder are based on the assumptions that each Party will act in good faith with respect to their operations hereunder. In accordance with the foregoing, Manager agrees that it shall act in good faith to maximize Complex revenue and minimize Complex expenses, while at all times acting in a manner consistent with facility management industry standards, provided that Manager makes no guarantee as to the financial performance of the Complex. Should the Client have reasonable concerns that Manager is not acting in accordance with the foregoing, the Client may notify the Manager in writing of such concern. In such case, the Parties agree to meet and confer in an effort to resolve such issue in a manner that satisfies the Parties. Nothing in this paragraph shall limit or restrict in any way Client's exercise of other rights or remedies that may be available, including but not limited to its rights under Section 4.2 of the Agreement."

13. **Incorporation of Agreement.** The modifications, amendments and additions to the Agreement described herein, and the defined terms set forth in this Second Amendment, shall be incorporated into the Agreement as of the Second Amendment Effective Date.

14. **Continuation of Terms of Agreement.** This Second Amendment, the First Amendment, the Addendum to the Agreement, and the Agreement are to be read together and *in pari materia* but to the extent of any inconsistency between any term of this Second Amendment and any term of the Agreement,

the terms of this Second Amendment shall control and prevail. Except as otherwise specifically modified and amended by this Second Amendment as of the Second Amendment Effective Date, all of the terms and conditions of the Agreement, as modified by the Addendum and First Amendment, shall continue to be binding and effective.

15. **Counterparts.** This Second Amendment may be executed in two or more counterparts, each of which shall be considered an original.

16. **Entire Agreement.** This Second Amendment constitutes the entire understanding of the parties with respect to modifications and amendments described herein.

17. **Applicable Law**. This Second Amendment shall be construed and interpreted in accordance with the laws of the State of West Virginia, without regard to conflict of laws.

18. **Authority**. The parties acknowledge, warrant and represent that each has the full right, authority and power to enter into this Second Amendment. The parties further acknowledge, warrant and represent that the execution by the individuals noted below for such party, and the delivery and performance by the parties of this Second Amendment has been and/or shall be duly authorized by all necessary action of the parties and no other action on the part of the respective parties is required in connection therewith and that this Second Amendment and each agreement, document and instrument executed and delivered pursuant to this Second Amendment constitutes, or when executed and delivered will constitute, valid and binding obligations of the respective parties enforceable in accordance with their terms.

ACCEPTED AND AGREED as of the Second Amendment Effective Date:

OVG FACILITIES, LLC

By: ____________________________

Name: Brian Rothenberg
Title: Authorized Signatory

CHARLESTON COLISEUM & CONVENTION CENTER / MUNICIPAL AUDITORIUM BOARD OF DIRECTORS

By: ________________________________

Print Name: _________________________
Print Title: __________________________

<u>Exhibit A to Second Amendment to the Management Agreement</u>

Current Partners

Charleston Coliseum and Convention Center
Sponsorship / Marketing Rights Tracking

Company	Est Commerical Rights	Contract Ending	24/25	25/26	26/27	27/28	28/29	29/30
US Army Recruiting	$17,500.00	6/30/2029	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	*$3,500.00*
WV Army National Guard	$25,000.00	6/30/2029	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	*$5,000.00*
Goodwill Industries	$51,000.00	6/30/2029	$8, 000.00	$12,000.00	$12,500.00	$13,000.00	$13,500.00	*$14,000.00*
WV Lottery & iLottery	$485,000.00	6/30/2029	$65,000.00	$105,000.00	$105,000.00	$105,000.00	$105,000.00	*$105,000.00*
Smoker Friendly	$100,000.00	6/30/2028	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	*$25,000.00*
Casamigos	$106,820.00	12/31/2029	$20,000.00	$20,600.00	$21,855.00	$21,855.00	$22,510.00	*$23,185.00*
Cintas	$99,500.00	12/31/2028	$19,900.00	$19,900.00	$19,900.00	$19,900.00	*$19,900.00*	*$19,900.00*
CAMC	$75,000.00	10/31/2027	$15,000.00	$15,000.00	$15,000.00	*$15,000.00*	$15,000.00	*$15,000.00*
Highmark	$185,000.00	12/31/2027	$55,000.00	$32,500.00	$32,500.00	*$32,500.00*	$32,500.00	*$32,500.00*
GOMART	$555,000.00	12/31/2028	$110,000.00	$110,000.00	$110,000.00	$110,000.00	*$115,000.00*	*$115,000.00*
Coca-Cola Bottling	$360,000.00	6/30/2030	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
Mardi Gras Casino	$405,000.00	12/31/2027	$45,000.00	$90,000.00	$90,000.00	*$90,000.00*	*$90,000.00*	*$90,000.00*
Anhueser Busch	$375,000.00	12/31/2028	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	*$85,000.00*
Spriggs Distributing	$215,900.00	12/31/2028	$42,500.00	$42,500.00	$43,350.00	$43,350.00	*$44,200.00*	*$44,200.00*
KOMAX	$92,250.00	6/30/2028	$16,500.00	$18,000.00	$19,250.00	$19,250.00	$19,250.00	*$19,250.00*
Bristol Broadcasting	$27,000.00	9/30/2025	$7,000.00	$5,000.00	*$5,000.00*	*$5,000.00*	*$5,000.00*	*$5,000.00*
Ticketmaster	$150,000.00	3/31/2029	$10,000.00	$20,000.00	$30,000.00	$40,000.00	$50,000.00	*TBD*

As of 3/31/25

<u>**Exhibit B to Second Amendment to the Management Agreement**</u>

Target PR Partners

[Complete list to be provided by Client to Manger within 90 days following the Second Amendment Effective Date]

Target Naming Rights' Partners

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