

CHARLESTON CITY COUNCIL

Regular Meeting

August 5, 2019

at 7:00 PM



Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. Claims 8-1-2019

PROCLAMATIONS

1. Proclamations 8-1-2019

COMMUNICATIONS

1. Communications 8-5-2019

REPORTS OF STANDING COMMITTEES

PARKING

1. Motion to authorize the Director of Parking to remove up to six parking meters from property owned by CURA on Lot No. 8 of Block 2 of the Bigley and Walker Addition to the City of Charleston.

PLANNING, STREETS AND TRAFFIC

1. Street Naming - Trueman Circle
2. Bill No. 7826 - A Bill to amend and reenact Ordinance number 7037 to require vehicles northbound on Somerset Drive to stop in all instances.
3. Bill No. 7827 - A Bill to establish one-way vehicular traffic on a ten foot public alley lying parallel to Washington Street West and running from Greendale Drive east 300 feet and continuing south 80 feet to Railroad Ave, with all traffic to travel west to east.

FINANCE

1. Resolution No. 215-19 - Authorizing approval of Amendment No. 2 in the FY 2019- 2020 General Fund Budget.
2. Resolution No. 216-19 - Authorizing approval of Amendment No. 1 in the FY 2019- 2020 Charleston Coliseum and Convention Center Budget.
3. Resolution No. 223-19 - Authorizing approval of Amendment No. 1 in the FY 2019- 2020 Coal Severance Budget.
4. Resolution No. 224-19 - Authorizing the Mayor or City Manager to sign Change Order No. 1 with Carpenter Reclamation, Inc., in the amount of \$1,743.40.
5. Resolution No. 225-19 - Authorizing the Mayor or City Manager to enter into a contract with Oracle Elevator in the amount of \$42,588.00 per year, for the Annual Maintenance for Vertical Transportation at the Charleston Coliseum and Convention Center.
6. Resolution No. 226-19 - Authorizing the Mayor or City Manager to enter into a contract with Shield Roofing and Construction LLC, in the amount of \$50,000.00 for the roof replacement of Fire Station No. 7 located at 128 Cora Street.
7. Resolution No. 227-19 - Authorizing the Mayor or City Manager to enter into a contract with Bypass Mobile LLC, in the amount of \$104,272.00 for a catering point of sale solution at the Charleston Coliseum and Convention Center.
8. Purchase of Bituminous Concrete.
9. Purchase of 19 body worn and in-car camera bundles to be used by the Charleston Police Department.
10. Purchase of various classes and sizes of Aggregate.

REPORTS OF OFFICERS

1. Reports of Officers 8-5-2019

NEW BILLS

1. New Bills 8-5-2019

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD AUGUST 19, 2019 AT 7:00 P.M.

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



AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Tamra L. Adkins, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 4717 Washington Ave, Charleston WV

Telephone Number: 304-552-0253

and that on the 23 day of July, 2018/2019 at approximately 9:15 am/pm
in the City of Charleston, West Virginia, he/she sustained

two pieces of vinyl siding and one double pane
broken window 34 inches wide by 4ft, 2 inches long
Nature Of Injury And/Or Damage

As A Result Of:

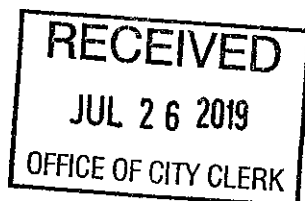
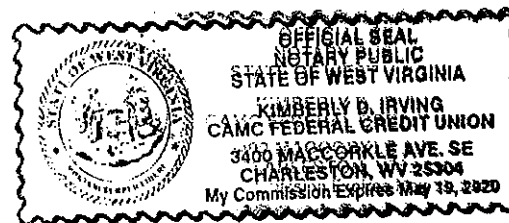
The two men that was cutting grass with weed
eaters at a vacant home at 4719 Washington Ave.

As a result of which accident the Claimant, Tamra L. Adkins, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Tamra L. Adkins
Signature of Claimant

Taken, subscribed and sworn to before me this 25th day of July, 2019.
My commission expires May 19, 2020.

Kimberly D. Irving
Notary Public





AFFIDAVIT City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Karla J. Cobb, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 41 meadford Lane, Elkview, WV 25071

Telephone Number: 304-382-3858

and that on the _____ day of _____, 2018/2019, at approximately _____ am/pm
in the City of Charleston, West Virginia, he/she sustained

Tire Damage to my car on 3 different occasions in the
Parking Garage on Virginia Street corner of Virginia + Landley Street.
Nature Of Injury And/Or Damage

As A Result Of:

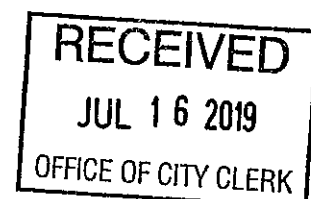
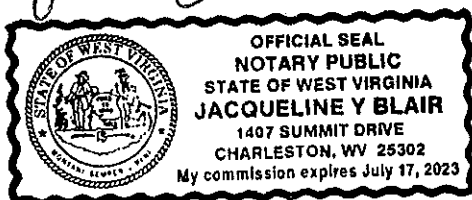
I received nails + screws in my tires on 3
different occasions, I had to have my tires repaired each time.

As a result of which accident the Claimant, Karla J Cobb, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Karla J Cobb
Signature of Claimant

Taken, subscribed and sworn to before me this 16th day of July, 2019.
My commission expires July 17, 2023.

Jacqueline Y Blair
Notary Public





AFFIDAVIT City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Cynthia A. Harrington, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 603 Briarwood Rd. Chas., WV 25314

Telephone Number: 304/342-7200

and that on the 16th day of February, 2018/2019, at approximately 1:45 am/pm
in the City of Charleston, West Virginia, he/she sustained

Front end of my vehicle (newer 2015, black, 0300 on the
above date. Submitted the report ~~earlier~~ earlier, but did not receive a
Nature Of Injury And/Or Damage response

As A Result Of:

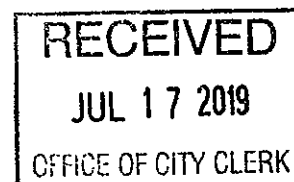
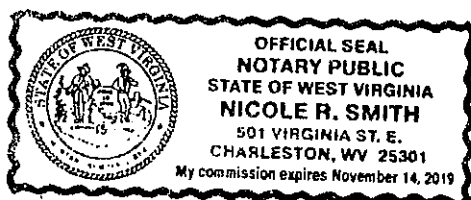
Driver's side - view mirror was struck by front of car
above date and date.

As a result of which accident the Claimant, Cynthia A. Harrington, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Cynthia A. Harrington
Signature of Claimant

Taken, subscribed and sworn to before me this 17 day of July, 2019.
My commission expires November 14, 2019.

Nicole R. Smith
Notary Public





AFFIDAVIT City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Gregory E. Johnson, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 600 Shrewsbury St Charleston, WV 25301

Telephone Number: _____

and that on the _____ day of October 2018/2019, at approximately _____ am/pm
in the City of Charleston, West Virginia, he/she sustained

left hand crushed by City Debris Truck

Nature Of Injury And/Or Damage

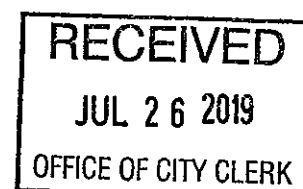
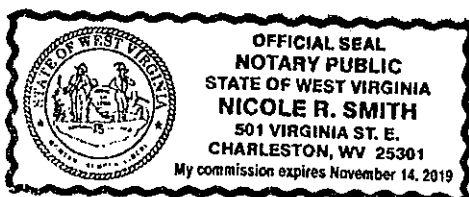
As A Result Of:

As a result of which accident the Claimant, Gregory E. Johnson, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Gregory E Johnson
Signature of Claimant

Taken, subscribed and sworn to before me this 26 day of July, 2019.
My commission expires November 14, 2019.

Nicole R. Smith
Notary Public





AFFIDAVIT City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Melody Jordan, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 4111 Noyes Avenue, Charleston WV 25304

Telephone Number: 304-543-0122

and that on the 8th day of July, 2018/2019, at approximately 12:15 am/pm
in the City of Charleston, West Virginia, he/she sustained

Hit large hole while driving East on MacCorkle Avenue SE.

Nature Of Injury And/Or Damage

As A Result Of:

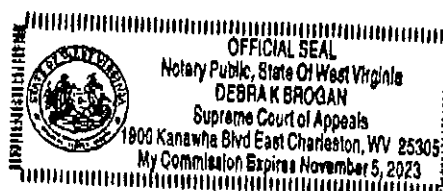
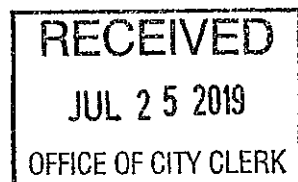
Large hole in front right tire and immediately hitting
the deep hole, car was so intensely jolted until front
low beam light on same side of car went out. The cost will be
\$319.00 to purchase and replace light bulb. (cost was

As a result of which accident the Claimant, Melody Jordan, does hereby replace
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by fire
him/her in the future. (receipt attached)

Melody A. Jordan
Signature of Claimant

Taken, subscribed and sworn to before me this 23 day of July, 2019.
My commission expires November 5, 2023

Debra K. Brogan
Notary Public





AFFIDAVIT City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

DAVID KINDER, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 501 41st St SE Charleston WV 25304

Telephone Number: 304.444.8057

and that on the 6 day of July, 2018/2019, at approximately 5:30 am/pm
in the City of Charleston, West Virginia, he/she sustained

Hit manhole cover and Totaled Car

Nature Of Injury And/Or Damage

As A Result Of:

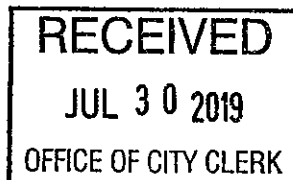
I was driving on Piedmont Road when a manhole cover came loose and almost flipped my car. Police Report filed on 6-6-19 - officer Neal. My car had to be towed and it was totaled by Joe Holland repair shop. Car was only 2 years old with 40,000 miles. (totally paid off)

As a result of which accident the Claimant, David Kinder, does hereby make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by him/her in the future.

David Kinder
Signature of Claimant

Taken, subscribed and sworn to before me this 27 day of July, 2019.
My commission expires Feb 14, 2023

Edwina F Roop
Notary Public





AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Brian Matthews, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1571 Clark Rd Charleston WV 25314

Telephone Number: 304-590-1909

and that on the 24th day of July, 2018/2019, at approximately 9:35 am/pm
in the City of Charleston, West Virginia, he/she sustained

Rock thrown by wrecker hit Rear passenger door
And chipped and dented door & paint
Nature Of Injury And/Or Damage

As A Result Of:

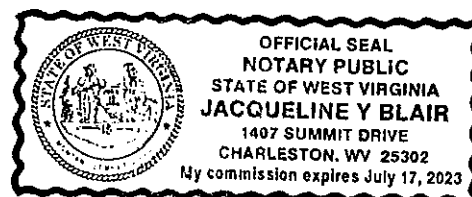
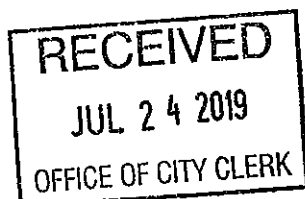
Worker did not stop wrecking As I passed
him

As a result of which accident the Claimant, Brian Matthews, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Brian Matthews
Signature of Claimant

Taken, subscribed and sworn to before me this 24th day of July, 2019.
My commission expires July 17, 2023.

Jacqueline Y Blair
Notary Public





AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

MARK SNAPP, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 815 Bridge Rd Charleston WV 25314

Telephone Number: 304 346 2229

and that on the 24th day of June, 2018(2019) at approximately 6 45 am(pm)
in the City of Charleston, West Virginia, he/she sustained

2- Fallen trees on City Property Fell and damaged over property
including structures, electrical, Boat & Tree Debris Removal
Nature Of Injury And/Or Damage

As A Result Of:

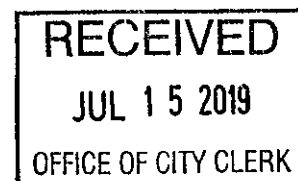
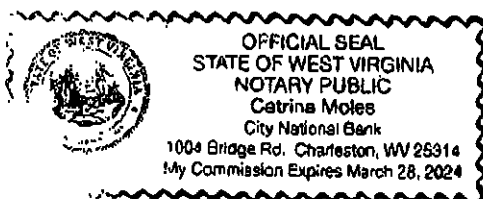
1st Prior notification of the 2x Potential Hazards which were not removed
2nd Storm came thru Monday & did the Damage

As a result of which accident the Claimant, MARK SNAPP, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

[Signature]
Signature of Claimant

Taken, subscribed and sworn to before me this 15 day of JULY, 2019.
My commission expires March 28 2021.

[Signature]
Notary Public



**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** According to data from the US Center for Disease Control (CDC), West Virginia had the highest rate of death due to drug overdoses in 2017 with 57.8 deaths per 100,000 West Virginians; and
- WHEREAS:** The Charleston Fire Department responded to 19 overdoses which resulted in a death that took place while first responders were on the scene in 2017; and
- WHEREAS:** The challenges associated with the opioid epidemic are far-reaching and addressing the crisis will require collaboration across different organizations, sectors, and leaders; and
- WHEREAS:** It is imperative that we take every opportunity to connect individuals struggling with substance use disorder with treatment; and
- WHEREAS:** The City of Charleston's Coordinated Addiction Response Effort and the West Virginia Drug Intervention Institute at the University of Charleston recently launched a collaborative effort to collect data and conduct analysis to identify gaps in services, expand the Quick Response Team (QRT) program and conduct outreach with comprehensive resources for educators, first responders, employers, those in recovery and individuals seeking recovery.

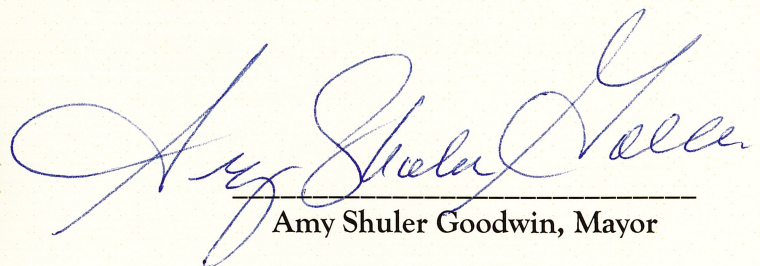
NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby proclaim August 2019, as

OVERDOSE AWARENESS MONTH

in the City of Charleston and encourage all citizens to foster an engaging and supportive community to address and prevent substance use disorder.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 5th day of August 2019.




Amy Shuler Goodwin, Mayor

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** Gastroparesis is a chronic illness which, according to National Institutes of Health (NIH) estimates, affects more than 5 million people in the United States; yet is little known or understood; and
- WHEREAS:** Gastroparesis is "paralysis of the stomach" which is characterized by sometimes debilitating pain, nausea, vomiting, and early satiety, and can lead to serious complications such as malnourishment, dehydration, extreme weight loss and or fluctuations, esophageal damage, and dangerously erratic blood sugar levels; and
- WHEREAS:** There is little awareness, no known cure, and few safe, reliable, and effective medications or treatments; and
- WHEREAS:** Advocates seek further research, improved medications, additional treatment options, better support, and hope for the future; and
- WHEREAS:** Advocates seek to educate West Virginians, the medical community, and the public regarding the devastating effects of this disorder; and
- WHEREAS:** It is important to promote awareness of this condition for the good of the public health.

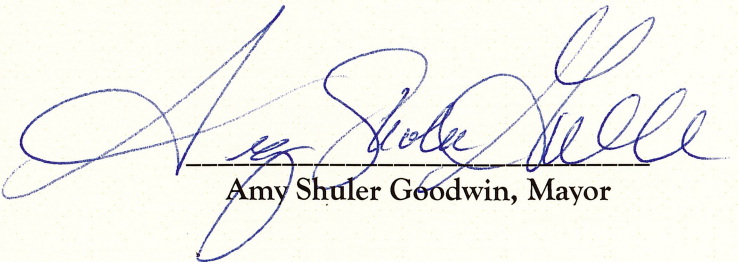
NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby proclaim August 2019, as

GASTROPARESIS AWARENESS MONTH

in the City of Charleston and encourage all citizens to learn more about this illness and support those living it.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 5th day of August 2019.




Amy Shuler Goodwin, Mayor

CITY OF CHARLESTON
OFFICE OF THE MAYOR



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

A handwritten signature in blue ink, appearing to read "Amy Shuler Goodwin", is written over the name of the Mayor in the "FROM:" field.

RE: CHARLESTON COLISEUM AND CONVENTION CENTER

DATE: AUGUST 5, 2019

I recommend Belle Manjong be appointed to the Charleston Coliseum and Convention Center Board, with an initial term to expire June 22, 2021. She is filling a vacant seat.

I respectfully request City Council's approval of this recommendation.

ASG/mls

CITY OF CHARLESTON
OFFICE OF THE MAYOR



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: CHARLESTON COLISEUM AND CONVENTION CENTER

DATE: AUGUST 5, 2019

I recommend Tessa White be appointed to the Charleston Coliseum and Convention Center Board, with an initial term to expire June 22, 2021. She is filling a vacant seat.

I respectfully request City Council's approval of this recommendation.

ASG/mls

THIS DEED, made this 31st day of December, 1986, by and between STRAIT REALTY CO., INC., a West Virginia corporation, party of the first part, and CHARLESTON URBAN RENEWAL AUTHORITY, a public body corporate and politic, party of the second part;

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid and other valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the party of the second part all of those two certain lots of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in the City of Charleston, Kanawha County, West Virginia, being all of Lots Nos. 7 and 8 of Block 2 of the Bigley and Walker Addition to the City of Charleston, as laid out by Quarrier and Knight, Special Commissioners under decree of the Circuit Court of Kanawha County, West Virginia, in the chancery cause of the First National Bank of Wheeling v. J. B. Walker and others, a true copy of which map is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Photostatic Map Book 2 at page 26; BUT THERE IS RESERVED AND EXCEPTED FROM SAID LOT NO. 7 the strip of land ten (10) feet in width and one hundred twenty (120) feet in depth, on the westerly side of said Lot No. 7, conveyed by Hamilton Weares and Carrie E. Weares, his wife, to A. J. Humphreys and Isaac Daugherty, by deed dated December 24, 1914, and of record in said Clerk's office in Deed Book 149 at page 248, plus such additional part, if any, of said Lot No. 7 which may have been conveyed or released to others by Hamilton Weares and Carrie E. Weares, his wife, in the deed and boundary line agreement made by and between Hamilton Weares and Carrie E. Weares, his wife, and others, dated June 19, 1922, and of record in said Clerk's office in Deed Book 262 at page 224.

The property herein conveyed is all of the same property conveyed to the party of the first part herein by The Children's Home Society of West Virginia, a West Virginia corporation, by deed dated February 25, 1977, and of record in said Clerk's office in Deed Book 1821 at page 28. (That deed purports to convey Lots Nos. 7 and 8 of said Bigley Walker Addition, although the grantor therein did not own all of Lot No. 7 and the deed should have purported to convey only Lot No. 8 and part of Lot No. 7.)

Reference is here made for all pertinent purposes to the aforesaid map and to each of the aforesaid deeds.

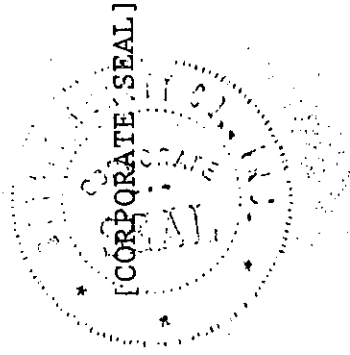
By deed dated March 15, 1955, and of record in said Clerk's office in Deed Book 1126 at page 56, The Children's Home Society of West Virginia conveyed to The Chesapeake and Potomac Telephone Company of West Virginia an easement for a pole, guy line, anchor, cables and lines. To the extent, if any, that that easement affects the property herein conveyed, this conveyance is made subject to that easement.

Subject to the foregoing, and subject also to the lien for real property taxes for 1986 and 1987, which taxes are to be prorated between the parties hereto as of the date of delivery of this deed, and the responsibility for said taxes assumed by the party of the second part, the party of the first part does hereby covenant that it will WARRANT GENERALLY the title to the property herein conveyed and that the same is free from all other liens and encumbrances.

The parties hereto do hereby declare that the transfer herein made is not subject to State or County excise taxes because this is a conveyance to an instrumentality of a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, the said Strait Realty Co., Inc, a West Virginia corporation, has caused its name to be hereto

signed and its corporate seal to be hereunto affixed by its proper corporate officer, thereunto duly authorized.



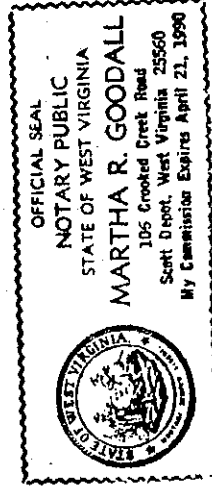
STRAIT REALTY CO., INC.

By Daniel Strait
Its President

This deed was prepared by Charles E. Barnett of Love, Wise & Woodroe, Lawyers, Post Office Box 951, Charleston, West Virginia 25323.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 31st day of December, 1986, by Daniel Strait, the President of Strait Realty Co., Inc., a West Virginia corporation, on behalf of said corporation. My commission expires April 21, 1990.



Martha R. Goodall
Notary Public within and for
Kanawha County, West Virginia

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on DEC 31 1986 and the same is admitted to record.

Teste: Anne T. Canale Clerk

Kanawha County Commission

RECORDED
1986 DEC 31 AM 11:40
CLERK OF THE COUNTY COMMISSION
KANAWHA COUNTY, WV



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: July 29, 2019

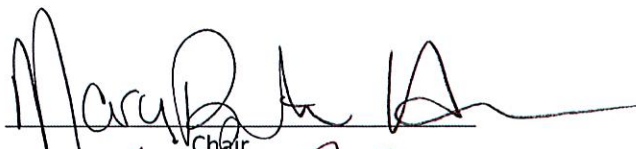
Subject: Street Naming

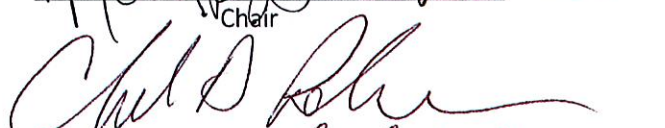
The Committee on Planning, Streets and Traffic has had under consideration a request to name a private drive serving the Red Roof Inn located at a at 6305 MacCorkle Avenue as Trueman Circle.

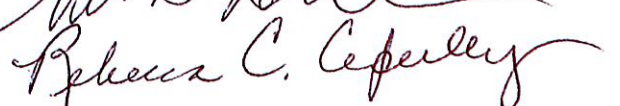
The Committee finds:

1. the street name complies with the E911 Addressing rules, and
2. that it will improve navigability to people coming to the hotel,

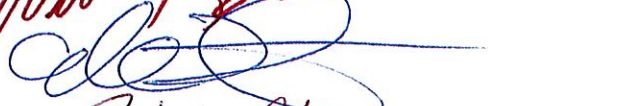
and reports the same to Council with the recommendation that the street naming do pass.


Chair


Chad D. Rohrer


Rebecca C. Cepulley


Will R. Davis


J. Y. P. P. P.

1

**APPLICATION FOR
STREET NAMING, STREET RENAMING, STREET DEDICATION, STREET CLOSING, OR
STREET NUMBERING**

TO: City of Charleston Planning Department

FROM: Red Roof Inn Applicant's Name Date: 11-17-18
6305 MACCORKLE AVE SE Address
Phone: 304 925 6953 Fax: 304 925 8111

RE: Request that the City of Charleston consider the following request:

☒ Approval of New Street Name: HOSPITALITY Circle TRUMAN Circle Red Roof Circle

Renaming of: _____

To: _____

Acceptance and Dedication of: _____

Abandonment and Closing of: _____

Street Address Assignment: _____

said street(s) being generally situate _____

District: 9 Tax Map: 67 Parcel: 0071-0003


Applicant's Signature

(Must attach map)

Do not complete below this line:

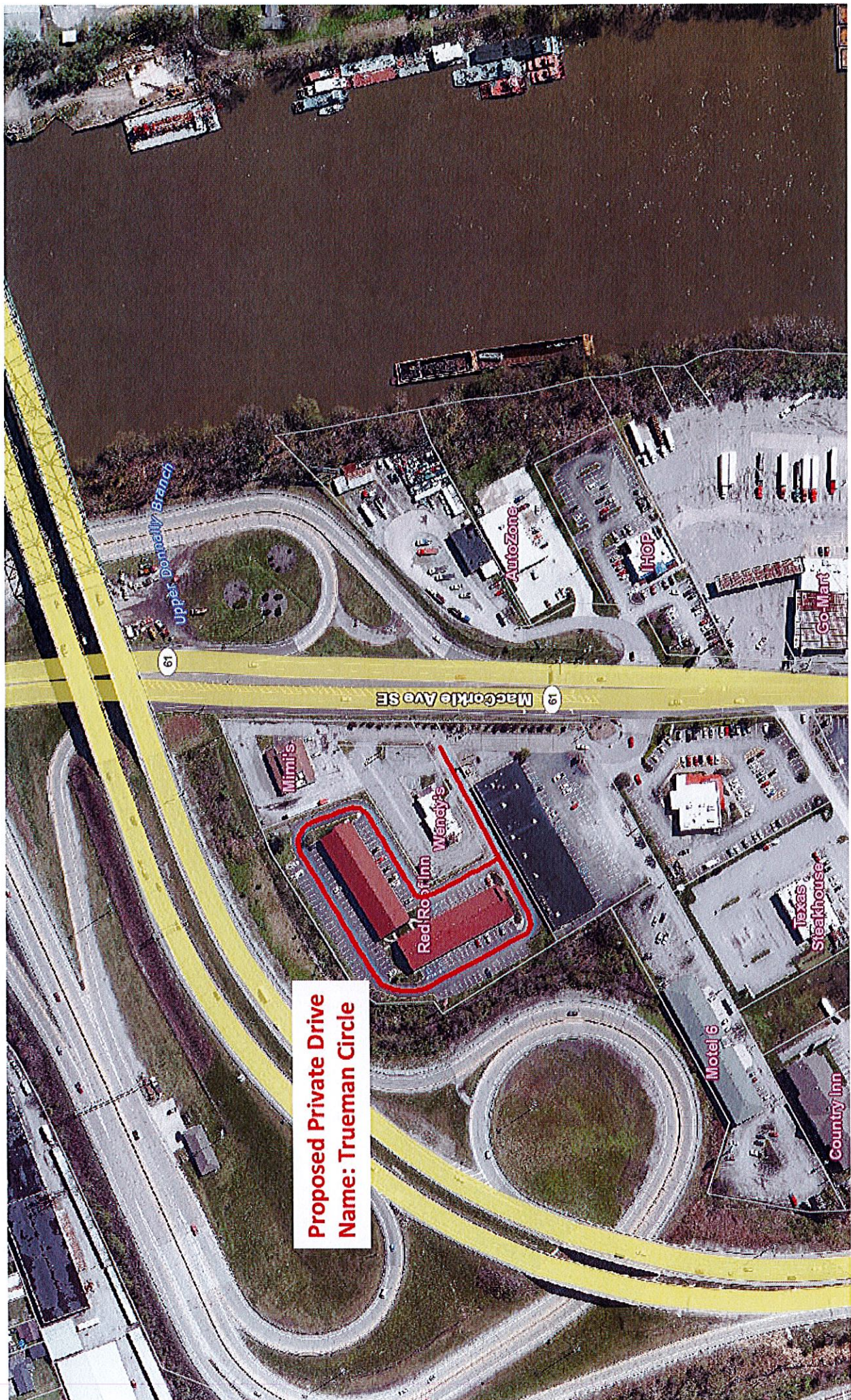
STREET INFORMATION FOR 911

BLOCK RANGE (HIGH)	BLOCK RANGE (LOW)	CROSS STREET (Intersection or Adjoining)	CROSS STREET II (Intersection or Adjoining)

Subject to review by: City Engineer, Sanitary Board, Metro, CEAS, Fire Dept., Police Dept., Traffic Engineer, Street Commissioner, Kanawha County Planning Commission.

Please review and return comments to the Charleston Planning Department.

Approved on _____, 20 ____ By: _____



**Proposed Private Drive
Name: Trueeman Circle**



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: July 29, 2019

Subject: Bill No. 7826

The Committee on Planning, Streets and Traffic has had under consideration:

Bill No. 7826 - A Bill to amend and reenact Ordinance number 7037, passed by Council February 2, 2004, relating to Stop Signs at the intersection of Somerset Drive and Summit Drive; requiring vehicles southbound on Somerset Drive to stop and requiring vehicles northbound on Somerset Drive to stop; and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

and reports to Council with the recommendation that the Bill do pass.

Mary Beth Hoover
Chair

Chris Oberlin
Rebecca C. Cepulsky

William R. Law

John P. Law

1 **Bill No.7826**

2 Passed by Council:

3 Introduced in Council

4 **July 1,2019**

5 Introduced by:

Referred to:

6 **Jeanine Faegre**

Planning, Streets and Traffic

7
8
9
10
11 **Bill No.7826** - A Bill to amend and reenact Ordinance number 7037, Passed by
12 Council February 2, 2004, relating to Stop Signs at the intersection of Somerset Drive
13 and Summit Drive, requiring vehicles southbound on Somerset Drive to stop and
14 requiring vehicles northbound on Somerset Drive to stop ~~except when turning right~~; and
15 amending the Traffic Control Map and Traffic Control File, established by the code of
16 the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
17 Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

19 Section 1. A The Stop Sign at the intersection of Somerset Drive and Summit Drive
20 previously established by Ordinance Number 7037 requiring vehicles southbound on
21 Somerset Drive to stop and requiring vehicles northbound on Somerset Drive to stop
22 except when turning right is hereby adjusted such that it shall require vehicles
23 northbound on Somerset Drive to stop in all instances.

24 Section 2. The Traffic Control Map and Traffic Control File, established by the code
25 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
26 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and
27 hereby are amended, to conform to this Ordinance.

28
29 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
30 repealed to the extent of said inconsistency.



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

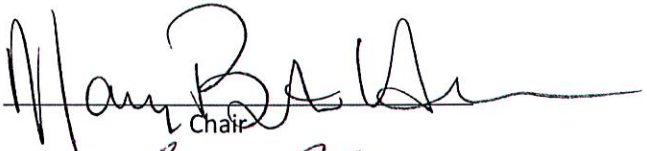
Date: July 29, 2019

Subject: Bill No. 7827

The Committee on Planning, Streets and Traffic has had under consideration:

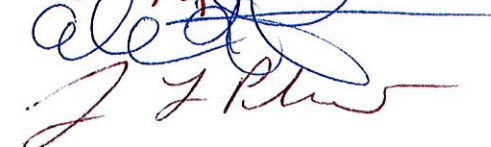
Bill No. 7827 - A Bill to establish one-way vehicular traffic on a ten foot public alley lying parallel to Washington Street West and running from Greendale Drive east 300 feet and continuing south 80 feet to Railroad Ave, with all traffic to travel west to east and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

and reports to Council with the recommendation that the Bill do pass.


Chair


Rebecca C. Cepelley


Will R. [unclear]


[unclear]

1 **Bill No. 7827**

2 Passed by Council:

3 Introduced in Council

4 **July 1, 2019**

5 Introduced by:

Referred to:

6 **Jeanine Faegre**

Planning, Streets and Traffic

7
8
9 **Bill No. 7827** - A Bill to establish one-way vehicular traffic on a ten foot public alley lying
10 parallel to Washington Street West and running from Greendale Drive east 300 feet and
11 continuing south 80 feet to Railroad Ave, with all traffic to travel west to east and
12 amending the Traffic Control Map and Traffic Control File, established by the code of
13 the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
14 Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

16 Section 1. One-way vehicular traffic on a ten foot public alley lying parallel to
17 Washington Street West and running from Greendale Drive east 300 feet and
18 continuing south 80 feet to Railroad Ave, with all traffic to travel west to east.

19 Section 2. The Traffic Control Map and Traffic Control File, established by the code
20 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
21 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and
22 hereby are amended, to conform to this Ordinance.

23
24 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
25 repealed to the extent of said inconsistency.

Resolution No. 215-19

Introduced in Council

Passed by Council

August 5, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

- 1 Resolution No. 215-19 - Authorizing approval of Amendment No. 2 in the FY
- 2 2019- 2020 General 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 the approval of Amendment No. 2 in the FY 2019- 2020 General Fund
- 7 Budget as indicated on the attached list of accounts.

General Fund FY 2019-2020 Budget Amendment No. 2 - August 5, 2019

Account No.	Department	Account Description	Amount
001 910 01 000 5 566	Civic Center Support	Debt Service	(52,103)
001 910 01 002 5 566	Civic Center Support	Operational Subsidy - Other	52,103

To re-classify certain Civic Center subsidies as a result of additional coal severance revenue

Resolution No. 216-19

Introduced in Council

Passed by Council

August 5, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 216-19 - Authorizing approval of Amendment No. 1 in the FY
2 2019- 2020 Charleston Coliseum and Convention Center Budget as indicated on
3 the attached list of accounts.

4

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

6

7 That the approval of Amendment No. 1 in the FY 2019- 2020 Charleston
8 Coliseum and Convention Center Budget as indicated on the attached list of
9 accounts.

10

Colesium and Convention Center FY 2019-2020 Budget Amendment No. 1 - August 5, 2019

Account No.	Department	Account Description	Amount
402 358 00 0342	Civic Center Revenues	Trf In - Coal Severance Fund	(52,103)
402 358 00 0341	Civic Center Revenues	Trf In - General Fund - Debt Svc.	52,103

To true up sources of transfer-in revenues as a result of additional coal severance revenue.

Resolution No. 223-19

Introduced in Council

Passed by Council

August 5, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

- 1 Resolution No. 223-19 - Authorizing approval of Amendment No. 1 in the FY
- 2 2019- 2020 Coal Severance 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 the approval of Amendment No. 1 in the FY 2019- 2020 Coal Severance
- 7 Budget as indicated on the attached list of accounts.
- 8

Coal Severance Fund FY 2019-2020 Budget Amendment No. 1 - August 5, 2019

Account No.	Department	Account Description	Amount
002 298 0		Coal Severance Tax - Balance on Hand	(52,103)
002 000 00 000 5 566		Contributions to Other Funds	52,103
To recognize coal severance tax receivable to establish the beginning balance for FY 2020			

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

Resolution No. 224-19

Introduced in Council:

Adopted by Council:

August 5, 2019

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 224-19- Authorizing the Mayor or City Manager to sign Change Order No. 1 with Carpenter Reclamation, Inc., in the amount of \$1,743.40 for additional work performed for the slip repair construction project on Gordon Drive. The additional costs will increase the contract price from \$71,494.00 to \$73,237.40.

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

That the Mayor or City Manager is hereby authorized and directed to sign Change Order No. 1 with Carpenter Reclamation, Inc., in the amount of \$1,743.40 for additional work performed for the slip repair construction project on Gordon Drive. The additional costs will increase the contract price from \$71,494.00 to \$73,237.40.

GORDON DRIVE SLIP REPAIR #E1-02/19-122



CHANGE ORDER NO.1

Council Approval of Contract:

March 18, 2019

Contractor:

Carpenter Reclamation, Inc.
P.O. Box 13015
Charleston, WV 25360

Description:

In March 2019 City Council approved a \$71,494.00 contract for the Gordon Drive Slip Repair Project. The final cost of the project is \$1,743.40 over the original contract amount for a total amount of \$73,237.40.

Additional work was performed during construction, the work consisted of installing 140 linear feet of storm sewer, 80 linear feet of sanitary sewer service line and four (4) days of material and debris removal on another site. The original contract included a \$15,000 allowance which was included to accommodate for the actual cost of unanticipated work in which the exact quantity could not be determined at the time of bidding.

Changes in work include:

1) Four days of removing debris and soil material from another site at \$3,500/day	\$14,000.00
2) 140 linear feet of storm sewer installation at \$24.16/ L.F.	\$3,382.40
3) 80 linear feet of sanitary sewer installation at \$5/L.F.	\$400.00
4) An additional 1.1 cubic yards for Item 3.04 EXCAVATION ONSITIE SOILS	\$11.00
5) A deduction of 10 cubic yards for Item 3.06 UNDERDRAINS	\$1,050.00
\$15,000 Allowance Item 3.09 ALLOWANCES on original contract	<u>\$15,000.00</u>
TOTAL	\$1,743.40

Approved by:

Accepted by:

City of Charleston

Carpenter Reclamation, Inc.

Date

Dat

Resolution No. 225-19

Introduced in Council

Passed by Council

August 5, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 225-19 - Authorizing the Mayor or City Manager to enter into a
2 contract with Oracle Elevator in the amount of \$42,588.00 per year, for the Annual
3 Maintenance for Vertical Transportation at the Charleston Coliseum and
4 Convention Center pursuant to the results of a competitive bidding process. The
5 price is held firm for each year of the three (3) year term, with no price adjustment
6 during the term agreement, and is to be charged to Account No. 402-910-01-000-
7 2-230 – Charleston Coliseum and Convention Center, Contract Services.

8
9 Be it Resolved by the Council of the City of Charleston, West Virginia:

10
11 That the Mayor or City Manager is authorized to enter into a contract with Oracle
12 Elevator in the amount of \$42,588.00 per year, for the Annual Maintenance for
13 Vertical Transportation at the Charleston Coliseum and Convention Center
14 pursuant to the results of a competitive bidding process. The price is held firm for
15 each year of the three (3) year term, with no price adjustment during the term
16 agreement.

Vertical Transport Maintenance Agreement

Bid Opening: July 8, 2019 @ 11:00am

	Oracle Elevator	DC Elevator	Schindler Elevator Corporation	Thyssenkrupp Elevator
	4776 Chimney Drive	521 Slack Street, Suite B	230 Bilmar Drive	901 Morris Street
	Charleston, WV 25302	Charleston WV, 25302	Pittsburg, PA 15205	Charleston WV, 25301
	P: (304) 744-4020	P: (304) 345-7222	P: (412) 578-6600	P: (304) 342-0187
	steven.scott@oracleelevator.com	kathy.davis@dcelevator.com	daniel.bauer@schindler.com	eric.hackney@thyssenkrupp.com
Maintenance Agreement per year	\$42,588.00	\$76,800.00	\$49,080.00	\$100,752.00

Resolution No. 226-19

Introduced in Council

Passed by Council

August 5, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 226-19 - Authorizing the Mayor or City Manager to enter into a
2 contract with Shield Roofing and Construction LLC, in the amount of \$50,000.00
3 for the roof replacement of Fire Station No. 7 located at 128 Cora Street pursuant
4 to the results of a competitive bidding process.

5

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

7

8 That the Mayor or City Manager is authorized to enter into a contract with Shield
9 Roofing and Construction LLC, in the amount of \$50,000.00 for the roof
10 replacement of Fire Station No. 7 located at 128 Cora Street pursuant to the results
11 of a competitive bidding process.

City of Charleston, WV
Roof Replacement for Fire Station No. 7- Charleston Fire Department
Bid Opening: July 31, 2019 @ 11:00a.m.

	Shield Roofing and Construction LLC 206 4th St. E South Point, OH 45680 P: (740)861-0286 beldred@shieldroofing.biz	Murray Sheet Metal Co 3112 Northwestern Pike Parkersburg, WV 26104 P: (304) 428-4623 randy@murrayheetmetal.com	Thoroughbred Construction Group 475 Commerce Drive Ironton, OH 45659 P: (740)442-7253 beldred@shieldroofing.biz
Metal Roof	\$50,000.00	\$145,138.00	\$69,160.50
Total Bid	\$50,000.00	\$145,138.00	\$69,160.50
Delivery (days from date of firm order)	Start Date August 31, 2019	Start Date September 3, 2019	Start Date August 15, 2019

Resolution No. 227-19

Introduced in Council

Passed by Council

August 5, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 227-19 - Authorizing the Mayor or City Manager to enter into a
2 contract with Bypass Mobile LLC, in the amount of \$104,272.00 for a catering point
3 of sale solution at the Charleston Coliseum and Convention Center pursuant to the
4 results of a competitive bidding process.

5

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

7

8 That the Mayor or City Manager is authorized to enter into a contract with Bypass
9 Mobile LLC, in the amount of \$104,272.00 for a catering point of sale solution at
10 the Charleston Coliseum and Convention Center pursuant to the results of a
11 competitive bidding process.

Point of Sale Solution - CCCC
Bid Openng: July 16, 2019 @10:30a.m.

	Micros Retail Systems 1200 Harbor Blvd. Weechawken, NJ 07086 P: (201) 866-1000 ext 225 tzerrenner@micronyc.com	Bypass Mobile LLC 901 S. Mopao Expressway Building 111, Suite 200 Austin, TX 78746 P: (512) 960-2142 chad@bypassmobile.com	Appetize Technologies, Inc. 6601 Center Dr., Suite 700 Los Angeles, CA 90045 P: (407) 5382545 perry.reague@appetizeapp.com	NCR Corporation 864 Spring Street Atlanta, GA 30308 P: (800) 225-5627 danny.brown@ncr.com
Catering Point of Sale	\$197,337.18	\$104,272.00	\$136,497.35	\$119,368.48
Project Completion	42 days from signed contract	60 days from signed contract	90 days from signed contract	**bid rejected
Total Bid	\$197,337.18	\$104,272.00	\$136,497.35	\$119,368.48

** the NCR Corporation bid was rejected due to non-compliance for the following reasons: Bid was not submitted in a sealed envelope bearing the name of project, and date of bid opening, received late and mailed to an incorrect address as it clearly states in the bid document.

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on FINANCE

The Committee on Finance

has had under consideration: bid submitted by American Asphalt of West Virginia for purchase of Bituminous Concrete (asphalt) on an as needed basis at \$71.00 per ton for Wearing Course Material Type 1; and \$68.00 per ton for Patching and Leveling Material Type 1 to be used by the Public Works Department.

To be charged to Account No. 001-750-00-000-3-341, Street—Materials & Supplies

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

Bituminous Concrete - Public Works
Bid Opening: July 8, 2019 @ 11:00am

	American Asphalt of WV P.O. Box 229 Kenova, WV 25530 P: (304) 453-6196 blacktop75@aol.com	West Virginia Paving, Inc. P.O. Box 544 Dunbar, WV 25064 P: (304) 768-9733 rjohnson@wvpaving.com
	Price Per Ton	Price Per Ton
Wearing Course Material Type 1, Item 401-2-1	\$71.00	\$81.00
Patching & Leveling Type 1, Item 401-3-1	\$68.00	\$76.50

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on Finance

Your Committee on Finance has had under consideration:

A purchase from Watch Guard Inc., in the amount \$114,475.00 for purchase of nineteen (19) body worn and in-car camera bundles to be used by the Charleston Police Department. The vendor was selected through a competitive bidding process.

To be charged to Account No 094-976-19-000-4-459, Police—2018 BJAG Grant

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

Body Worn and In-Car Cameras - Charleston Police Department

Bid Opening: July 15, 2019 @ 11:00 a.m.

	Quantity	Sheehy Ford Municipal Sales & Service 641 Johnston Willis Drive North Chesterfield, VA 23236 P: (804) 419-1376 Nickcrist@sheehy.com		
		Make/Model	Unit Price	Total Cost
Body Worn Camera & In-Car Camera Bundles	16	VISTA HD WIFI & 4RE System Bundle	\$4,595.00	\$87,920.00
4RE-InCar 802.11n Wireless Kit	16	VISTA	\$200.00	\$3,200.00
HD Panoramic Camera Upgrade	16	VISTA	\$200.00	\$3,200.00
Evidence Library 4 - VISTA Device License	16	VISTA	\$75.00	\$1,200.00
Evidence Library 4 - VISTA/4RE Combo-Discount Device License	16	VISTA	\$150.00	\$2,400.00
Warranty 4RE, In-car, 1st year	16		Included	Included
Warranty 4RE, In-car, 2nd year	16		Included	Included
Warranty 4RE, In-car, 3rd year	16		Included	Included
Warranty 4RE, In-car, 4th year	16		\$325.00	\$5,200.00
VISTA Warranty, 1st year	16		Included	Included
VISTA Warranty, WiFi 3 Year No- Fault	16		\$450.00	\$7,200.00
Shipping, if applicable				\$0.00
Delivery			60 days	
Total Bid				\$110,320.00

	Quantity	WatchGuard Video 415 E. Exchange Parkway Allen, TX 75002 P: (972) 423-9777 bids@watchguardvideo.com		
		Make/Model	Unit Price	Total Cost
Body Worn Camera & In-Car Camera Bundles	16	VISTA HD WIFI & 4RE System Bundle	\$5,000.00	\$80,000.00
4RE-InCar 802.11n Wireless Kit	16	VISTA	\$200.00	\$3,200.00
HD Panoramic Camera Upgrade	16	VISTA	\$200.00	\$3,200.00
Evidence Library 4 - VISTA Device License	16	VISTA	\$125.00	\$2,000.00
Evidence Library 4 - VISTA/4RE Combo-Discount Device License	16	VISTA	\$50.00	\$800.00
Warranty 4RE, In-car, 1st year	16		\$0.00	Included
Warranty 4RE, In-car, 2nd year	16		\$0.00	Included
Warranty 4RE, In-car, 3rd year	16		\$0.00	Included
Warranty 4RE, In-car, 4th year	16		\$325.00	\$5,200.00
VISTA Warranty, 1st year	16		\$0.00	Included
VISTA Warranty, WiFi 3 Year No- Fault (Body Cams)	16		\$450.00	\$7,200.00
Shipping, if applicable				\$0.00
Delivery			45 days	
Total Bid				\$101,600.00

*** We will be purchasing 19 Body Worn & In-Car Camera bundles. The funds being used are from a grant, the stipulations within the grant says that we cannot purchase the extended warranty (see the highlighted section above) therefore, this gives us additional money to purchase three additional bundles.

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on FINANCE

The Committee on Finance

has had under consideration: A bid submitted by Shambin Stone for purchase of various classes and sizes of aggregate at the prices listed on the attached tabulation sheet. The aggregate will be used by the Public Works Department on projects undertaken throughout Fiscal Year 2019-2020.

To be charged to Account No. 001-750-00-000-3-341, Street—Materials & Supplies

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

Various Sizes of Aggregate - Public Works
Bid Opening: July 8, 2019 @ 11:00am

	Martin Marietta 36 Lower Plant Road Institute, WV 25112 P: (304) 679-9078 joseph.mccallister@martinmarietta.com Bid #1	Martin Marietta 1100 Pennsylvania Avenue Charleston, WV 25302 P: (304) 679-9078 joseph.mccallister@martinmarietta.com Bid #2	Shamblin Stone P.O. Box 510 Dunbar, WV 25064 P: (304) 766-7316 jackconner@mulzer.com
	Prices per Ton	Prices per Ton	Prices per Ton*
River Gravel #57	\$23.55	\$27.05	\$25.20
Masonry Sand	\$22.90	\$26.10	\$22.65
Dry Bed	\$16.00	\$21.60	\$20.00
Limestone #2	\$24.60	\$28.60	No Bid
Limestone #3	\$24.60	\$28.60	\$23.05
Limestone #57	\$24.60	\$28.60	\$23.05
Limestone #67	\$24.90	\$28.85	\$23.75
Limestone: 1 1/2" Crusher Run	\$20.85	\$25.85	\$22.55
Limestone #467	\$24.60	\$28.60	\$23.05

CITY OF CHARLESTON
Payroll Variance Analysis
July 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	22,231	22,231	0	0.00%	22,231	22,231	0	0.00%	289,000	266,769
Budget	3	IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
	Actual	3	Total	22,231	22,231	0	0.00%	22,231	22,231	0	0.00%	289,000
City Council	410	Regular	13,000	10,500	2,500	19.23%	13,000	10,500	2,500	19.23%	169,000	158,500
Budget	26	IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
	Actual	26	Total	13,000	10,500	2,500	19.23%	13,000	10,500	2,500	19.23%	169,000
City Manager - Admin.	412-00	Regular	38,576	38,576	0	0.00%	38,576	38,576	0	0.00%	501,494	462,918
Budget	7	IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
	Actual	7	Total	38,576	38,576	0	0.00%	38,576	38,576	0	0.00%	501,494
City Treasurer	413	Regular	9,478	9,478	(0)	0.00%	9,478	9,478	(0)	0.00%	123,211	113,733
Budget	3	IPT	692	-	692	100.00%	692	-	692	100.00%	9,000	9,000
		OT	-	-	-		-	-	-		-	-
	Actual	3	Total	10,170	9,478	692	6.81%	10,170	9,478	692	6.81%	132,211
City Collector	414	Regular	51,803	50,952	852	1.64%	51,803	50,952	852	1.64%	673,445	622,493
Budget	15	IPT	-	-	-		-	-	-		-	-
		OT	-	20	(20)		-	20	(20)		-	(20)
	Actual	14	Total	51,803	50,972	832	1.61%	51,803	50,972	832	1.61%	673,445
City Clerk	415	Regular	9,540	9,540	(0)	0.00%	9,540	9,540	(0)	0.00%	124,014	114,474
Budget	3	IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
	Actual	3	Total	9,540	9,540	(0)	0.00%	9,540	9,540	(0)	0.00%	124,014
Municipal Court	416	Regular	22,326	18,209	4,116	18.44%	22,326	18,209	4,116	18.44%	290,232	272,023
Budget	8	IPT	1,385	1,781	(396)	-28.61%	1,385	1,781	(396)	-28.61%	18,000	16,219
		OT	1,723	2,713	(990)	-57.46%	1,723	2,713	(990)	-57.46%	22,400	19,687
	Actual	7	Total	25,433	22,703	2,730	10.73%	25,433	22,703	2,730	10.73%	330,632
City Attorney	417	Regular	28,191	28,000	191	0.68%	28,191	28,000	191	0.68%	366,485	338,485
Budget	5	IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
	Actual	5	Total	28,191	28,000	191	0.68%	28,191	28,000	191	0.68%	366,485

CITY OF CHARLESTON
Payroll Variance Analysis
July 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Accounting	418	Regular	22,089	22,089	0	0.00%	22,089	22,089	0	0.00%	287,157	265,068
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	5	Total	22,089	22,089	0	0.00%	22,089	22,089	0	0.00%	287,157	265,068
Actual	5											
Engineering - General	420-00	Regular	35,449	35,449	0	0.00%	35,449	35,449	0	0.00%	460,841	425,392
		IPT	269	-	269	100.00%	269	-	269	100.00%	3,500	3,500
		OT	-	-	-		-	-	-		-	-
Budget	7	Total	35,719	35,449	269	0.75%	35,719	35,449	269	0.75%	464,341	428,892
Actual	7											
Engineering - Stormwater	420-01	Regular	16,690	16,690	0	0.00%	16,690	16,690	0	0.00%	216,976	200,286
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	4	Total	16,690	16,690	0	0.00%	16,690	16,690	0	0.00%	216,976	200,286
Actual	4											
MOECD	421	Regular	30,329	30,329	0	0.00%	30,329	30,329	0	0.00%	394,272	363,943
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	7	Total	30,329	30,329	0	0.00%	30,329	30,329	0	0.00%	394,272	363,943
Actual	7											
Human Resources	422	Regular	31,580	30,830	750	2.37%	31,580	30,830	750	2.37%	410,538	379,708
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	7	Total	31,580	30,830	750	2.37%	31,580	30,830	750	2.37%	410,538	379,708
Actual	7											
Mail Room	431	Regular	2,472	2,472	(0)	0.00%	2,472	2,472	(0)	0.00%	32,136	29,664
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	1	Total	2,472	2,472	(0)	0.00%	2,472	2,472	(0)	0.00%	32,136	29,664
Actual	1											
Building Commission	436	Regular	47,927	47,927	(0)	0.00%	47,927	47,927	(0)	0.00%	623,050	575,123
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	13	Total	47,927	47,927	(0)	0.00%	47,927	47,927	(0)	0.00%	623,050	575,123
Actual	13											
Planning	437	Regular	30,353	29,471	882	2.91%	30,353	29,471	882	2.91%	394,587	365,116
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	7	Total	30,353	29,471	882	2.91%	30,353	29,471	882	2.91%	394,587	365,116
Actual	7											

CITY OF CHARLESTON
Payroll Variance Analysis
July 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Information Systems	439	Regular	42,802	44,919	(2,118)	-4.95%	42,802	44,919	(2,118)	-4.95%	556,420	511,501
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	10	Total	42,802	44,919	(2,118)	-4.95%	42,802	44,919	(2,118)	-4.95%	556,420	511,501
Actual	10											
General Services	440	Regular	29,273	33,476	(4,203)	-14.36%	29,273	33,476	(4,203)	-14.36%	380,550	347,074
		IPT	3,462	350	3,112	89.89%	3,462	350	3,112	89.89%	45,000	44,650
		OT	4,800	3,884	916	19.09%	4,800	3,884	916	19.09%	62,400	58,516
Budget	11	Total	37,535	37,710	(175)	-0.47%	37,535	37,710	(175)	-0.47%	487,950	450,240
Actual	11											
Strategy Management	442	Regular	13,455	9,170	4,285	31.85%	13,455	9,170	4,285	31.85%	174,910	165,740
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	3	Total	13,455	9,170	4,285	31.85%	13,455	9,170	4,285	31.85%	174,910	165,740
Actual	2											
Morris Square Property	500	Regular	1,832	5,745	(3,913)	-213.62%	1,832	5,745	(3,913)	-213.62%	23,814	18,069
		IPT	-	-	-		-	-	-		-	-
		OT	738	404	335	45.35%	738	404	335	45.35%	9,600	9,196
Budget	1	Total	2,570	6,149	(3,578)	-139.22%	2,570	6,149	(3,578)	-139.22%	33,414	27,265
Actual	1											
Public Works	566	Regular	8,000	8,000	-	0.00%	8,000	8,000	-	0.00%	104,000	96,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	1	Total	8,000	8,000	-	0.00%	8,000	8,000	-	0.00%	104,000	96,000
Actual	1											
Public Grounds - Adm.	567-00	Regular	66,175	61,539	4,636	7.01%	66,175	61,539	4,636	7.01%	860,277	798,738
		IPT	-	-	-		-	-	-		-	-
		OT	1,846	3,236	(1,390)	-75.28%	1,846	3,236	(1,390)	-75.28%	24,000	20,764
Budget	27	Total	68,021	64,775	3,246	4.77%	68,021	64,775	3,246	4.77%	884,277	819,502
Actual	26											
Public Grounds - C/T	567-01	Regular	4,728	4,606	122	2.59%	4,728	4,606	122	2.59%	61,464	56,858
		IPT	-	-	-		-	-	-		-	-
		OT	308	-	308	100.00%	308	-	308	-100.00%	4,000	4,000
Budget	2	Total	5,036	4,606	430	8.54%	5,036	4,606	430	8.54%	65,464	60,858
Actual	2											
Police - Uniform	700-00	Regular	616,414	592,834	23,579	3.83%	616,414	592,834	23,579	3.83%	8,013,376	7,420,542
		OT	133,034	169,054	(36,020)	-27.08%	133,034	169,054	(36,020)	-27.08%	1,729,442	1,560,388
		Reimb.	(1,923)	(768)	(1,155)	-60.06%	(1,923)	(768)	(1,155)	-60.06%	(25,000)	(24,232)
Budget	173	Total	747,524	761,120	(13,596)	-1.82%	747,524	761,120	(13,596)	-1.82%	9,717,818	8,956,698
Actual	166											

CITY OF CHARLESTON
Payroll Variance Analysis
July 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Civilian	700-01	Regular	64,178	58,317	5,861	9.13%	64,178	58,317	5,861	9.13%	834,320	776,003
		IPT	3,846	400	3,446	89.60%	3,846	400	3,446	89.60%	50,000	49,600
		OT	6,892	5,686	1,207	17.51%	6,892	5,686	1,207	17.51%	89,600	83,914
		Total	74,917	64,403	10,514	14.03%	74,917	64,403	10,514	14.03%	973,920	909,517
Fire - Uniform	706-00	Regular	639,928	669,241	(29,313)	-4.58%	639,928	669,241	(29,313)	-4.58%	8,319,058	7,649,817
		OT	75,324	69,344	5,981	7.94%	75,324	69,344	5,981	7.94%	979,216	909,872
		Reimb.	(923)	-	(923)	-100.00%	(923)	-	(923)	-100.00%	(12,000)	(12,000)
		Total	714,329	738,584	(24,255)	-3.40%	714,329	738,584	(24,255)	-3.40%	9,286,274	8,547,690
Fire - Civilian	706-01	Regular	6,566	6,566	0	0.00%	6,566	6,566	0	0.00%	85,356	78,790
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	6,566	6,566	0	0.00%	6,566	6,566	0	0.00%	85,356	78,790
Traffic	712	Regular	32,881	31,763	1,118	3.40%	32,881	31,763	1,118	3.40%	427,459	395,696
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	862	1,556	(694)	-80.56%	862	1,556	(694)	-80.56%	11,200	9,644
		Total	33,743	33,319	424	1.26%	33,743	33,319	424	1.26%	438,659	405,340
Emergency Services	716	Regular	11,023	4,000	7,023	63.71%	11,023	4,000	7,023	63.71%	143,301	139,301
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	11,023	4,000	7,023	63.71%	11,023	4,000	7,023	63.71%	143,301	139,301
Street	750	Regular	178,908	174,884	4,024	2.25%	178,908	174,884	4,024	2.25%	2,325,810	2,150,926
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	12,923	26,874	(13,951)	-107.95%	12,923	26,874	(13,951)	-107.95%	240,000	213,126
		Total	191,832	201,758	(9,927)	-5.17%	191,832	201,758	(9,927)	-5.17%	2,565,810	2,364,052
Equipment Maintenance	754	Regular	61,330	59,716	1,614	2.63%	61,330	59,716	1,614	2.63%	797,293	737,577
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	4,000	2,210	1,790	44.74%	4,000	2,210	1,790	44.74%	52,000	49,790
		Total	65,330	61,927	3,404	5.21%	65,330	61,927	3,404	5.21%	849,293	787,366
Refuse & Recycling	800	Regular	151,693	137,450	14,243	9.39%	151,693	137,450	14,243	9.39%	1,972,004	1,834,554
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	17,231	30,005	(12,774)	-74.13%	17,231	30,005	(12,774)	-74.13%	224,000	193,995
		Total	168,923	167,454	1,469	0.87%	168,923	167,454	1,469	0.87%	2,196,004	2,028,550

CITY OF CHARLESTON
Payroll Variance Analysis
July 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Parks & Recreation	900	Regular	89,524	82,577	6,946	7.76%	89,524	82,577	6,946	7.76%	1,163,808	1,081,231
		IPT	67,200	74,213	(7,013)	-10.44%	67,200	74,213	(7,013)	-10.44%	280,000	205,787
		OT	3,938	7,147	(3,208)	-81.46%	3,938	7,147	(3,208)	-81.46%	51,200	44,053
		Total	160,662	163,937	(3,275)	-2.04%	160,662	163,937	(3,275)	-2.04%	1,495,008	1,331,071
Public Arts	906	Regular	3,846	3,846	(0)	0.00%	3,846	3,846	(0)	0.00%	50,000	46,154
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	3,846	3,846	(0)	0.00%	3,846	3,846	(0)	0.00%	50,000	46,154
Municipal Auditorium	910	Regular	7,438	7,438	(0)	0.00%	7,438	7,438	(0)	0.00%	96,695	89,257
		IPT	-	-	-		-	-	-		-	-
		OT	308	713	(405)	-131.64%	308	713	(405)	-131.64%	4,000	3,287
		Total	7,746	8,151	(405)	-5.23%	7,746	8,151	(405)	-5.23%	100,695	92,544
Spring Hill Cemetery	952	Regular	24,897	16,519	8,378	33.65%	24,897	16,519	8,378	33.65%	323,666	307,147
		IPT	9,688	10,953	(1,266)	-13.06%	9,688	10,953	(1,266)	-13.06%	62,000	51,047
		OT	738	1,326	(587)	-79.54%	738	1,326	(587)	-79.54%	9,600	8,274
		Total	35,323	28,798	6,525	18.47%	35,323	28,798	6,525	18.47%	395,266	366,468
General Fund		Regular	2,466,925	2,415,350	51,575	2.09%	2,466,925	2,415,350	51,575	2.09%	32,070,019	29,654,669
		IPT	86,541	87,696	(1,155)	-1.33%	86,541	87,696	(1,155)	-1.33%	467,500	379,804
		OT	264,666	324,170	(59,504)	-22.48%	264,666	324,170	(59,504)	-22.48%	3,512,658	3,188,488
		Reimb.	(2,846)	(768)	(2,078)	-73.02%	(2,846)	(768)	(2,078)	-73.02%	(37,000)	(36,232)
		Total	2,815,286	2,826,448	(11,162)	-0.40%	2,815,286	2,826,448	(11,162)	-0.40%	36,013,177	33,186,729

CITY OF CHARLESTON
Payroll Variance Analysis
July 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Civic Center	402	Regular	91,633	90,529	1,103	1.20%	91,633	90,529	1,103	1.20%	1,191,226	1,100,697
		IPT	26,538	8,065	18,474	69.61%	26,538	8,065	18,474	69.61%	345,000	336,935
		OT	4,000	3,568	432	10.79%	4,000	3,568	432	10.79%	52,000	48,432
		Total	122,171	102,163	20,009	16.38%	122,171	102,163	20,009	16.38%	1,588,226	1,486,063
Parking System	406	Regular	45,736	41,932	3,804	8.32%	45,736	41,932	3,804	8.32%	594,563	552,631
		IPT	3,923	3,719	204	5.20%	3,923	3,719	204	5.20%	51,000	47,281
		OT	1,231	1,147	84	6.83%	1,231	1,147	84	6.83%	16,000	14,853
		Total	50,889	46,797	4,092	8.04%	50,889	46,797	4,092	8.04%	661,563	614,766
Total		Regular	2,604,293	2,547,811	56,482	2.17%	2,604,293	2,547,811	56,482	2.17%	33,855,808	31,307,997
		IPT	117,003	99,480	17,523	14.98%	117,003	99,480	17,523	14.98%	863,500	764,020
		OT	269,897	328,885	(58,988)	-21.86%	269,897	328,885	(58,988)	-21.86%	3,580,658	3,251,773
		Reimb.	(2,846)	(768)	(2,078)	73.02%	(2,846)	(768)	(2,078)	73.02%	(37,000)	(36,232)
		Total	2,988,347	2,975,408	12,939	0.43%	2,988,347	2,975,408	12,939	0.43%	38,262,966	35,287,558

Vacancy Report:

City Collector	1	TPT	1
Municipal Court	1	Hmld Sec	1
Strategy Management	1	Street	4
Public Grounds	1	Eqpt Mntnce	1
Police - Uniform	7	Refuse	5
Police - Civilian	2	Parks & Rec	2
Fire - Uniform	8	Cemetery	1

Total General Fund	36
Parking System	1
Total All	37

As of July 31, 2019

1 **Bill No. 7823**

2 Passed by Council:

3 Introduced in Council

4 **August 5, 2019**

5 Introduced by:

Referred to:

6 **Bobby Haas**

Municipal Planning Commission
Planning, Streets and Traffic

8
9 **Bill No. 7823** - A Bill amending the Zoning Ordinance of the City of Charleston, West
10 Virginia, enacted the 1st day of January 2006, as amended, and the map made a part
11 thereof, by rezoning from a R-4 Single Family Residential District to a R-6 Medium
12 Density Residential District, that certain parcel of land located at 806 Hendrix Avenue
13 being Charleston West District, Map 10, Parcel 117.1, Charleston, West Virginia.

14
15 Be it Ordained by the City Council of the City of Charleston, West Virginia:

16
17 1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st
18 day of January 2006, as amended, is hereby amended by rezoning from a R-4 Single
19 Family Residential District to a R-6 Medium Density Residential District whole of the
20 following described parcels of land:

21
22 Parcel No. 117.1 as shown upon West Charleston Tax Map No. 10. Subject
23 Parcel commonly known as 806 Hendrix Avenue, Charleston, West Virginia.
24 Said tax map is of record in the Planning Office.

25
26 2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is
27 hereby amended in accordance with Article 29 of this ordinance.

28
29 3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are
30 hereby repealed to the extent of such inconsistency.

Bill No. 7828

Introduced in Council

Adopted by Council

August 5, 2019

Introduced by:

Bobby Reishman

Referred to:

Finance Committee

Bill No. 7828 - A Bill granting a non-exclusive franchise to Shentel Communications, LLC for the use of the streets and other public rights-of-way of the City of Charleston, West Virginia, for the purposes of constructing, installing and maintaining network facilities for telecommunication services within the City of Charleston.

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

That Shentel Communications, LLC is hereby granted a non-exclusive franchise and is authorized to have access to the public rights-of-way in the City of Charleston for the purposes of constructing, installing and maintaining network facilities for telecommunication services within the City of Charleston upon the following terms and conditions which are agreed to by Shentel Communications, LLC as evidenced by its signature below:

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter “Agreement”) is made and entered into this ____ day of _____, 2019 by and between the City of Charleston (the “City”) and Shentel Communications, LLC (“Shentel”).

RECITALS

WHEREAS, Shentel is a limited liability company duly organized and existing under the laws of the Commonwealth of Virginia, and has been authorized by the West Virginia Public Service Commission to provide all forms of telephone service in the State of West Virginia; and

WHEREAS, Shentel is a telecommunications provider that seeks to construct, install and maintain network facilities for telecommunications services within the City of Charleston using the Public Rights-of-Way (“PROW”), which are limited resources; and

WHEREAS, in accordance with the provisions of W. Va. Code § 8-31-1, the City of Charleston has the authority to grant access to its PROW; and

WHEREAS, Section 37 of the Charter of the City of Charleston authorizes the City to enter into franchise agreements with public utilities by ordinance duly passed by the council; and

WHEREAS, Section 102-212 of the Code of the City of Charleston requires a franchise agreement before any person may occupy the PROW; and

WHEREAS, The City is mindful that access to the PROW for the installation of new facilities by multiple firms may have an adverse impact upon the community unless facilities are installed and maintained pursuant to an overall plan that manages the use of the PROW; and

WHEREAS, the City has determined that service to be provided by Shentel through its facilities to be located and maintained within the City is beneficial to the public and businesses within the City and further desires to promote the entry and operation of fiber optic service providers and facilities in a competitively neutral manner; and

WHEREAS, this ordinance is designed to protect the health, welfare and general economic wellbeing of the City of Charleston; and

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, the City and Shentel agree as follows:

ARTICLE I GENERAL AND DEFINITIONS

A. General. Shentel promises to remain in good standing with West Virginia and the City by being licensed to do business and remaining current on all taxes and fees. Shentel further promises to notify the City immediately of the change of any of the following current information:

1. Responsible official and telephone and mailing address:
Edward H. McKay, Senior Vice President Engineering and Operations, 500 Shentel Way, Edinburg, VA 22824; 540-984-5303.
2. Local agent, address and telephone for service of process:
Corporate Creations Network Inc., 126 East Burke Street, Martinsburg, WV 25401.
3. Business name and type of business entity: Shentel Communications, LLC, a Virginia limited liability company.

B. Defined Terms:

1. Fiber Optic or Other Cable and Related Facilities (sometimes hereinafter

referred to as “Facilities” and/or “Equipment”) means fiber optic cables or other cable facilities, conduits, lines, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related Facilities located or to be located by Shentel within the PROW of the City of Charleston and used or useful for the transmission of Telecommunications Services.

2. Law means any local, state or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, guideline or other requirement as amended, now in effect or subsequently enacted or issued during the term of this Agreement.

3. Public Rights-of-Way (“PROW”) means the surface and area across, in, over, along, upon and below the surface of the public streets, rights of way, roads, sidewalks, lanes, courts, ways, alleys, boulevards, and places including, without limitation, all public utility easements and public service easements as the same now or may thereafter exist that are under jurisdiction of the City of Charleston.

4. Telecommunications Services means all telecommunications services that Shentel may provide under Law.

ARTICLE II

GRANT OF AUTHORITY AND PERMISSION TO PLACE FACILITIES IN PUBLIC RIGHTS-OF-WAY

A. Access. Subject to the terms of this Agreement, the City hereby grants to Shentel the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove and replace Fiber Optic or Other Cable and Related Facilities in any PROW of the City. Shentel shall be solely responsible for obtaining any required consents from State or County agencies, or private parties, to the extent that its operations affect State, County, or private property. For purposes of this Agreement, Shentel is only authorized to install underground Facilities but may access and use the PROW above ground for the installation, maintenance, repair, of its Facilities and Equipment, and for other related legitimate purposes authorized herein. It is expressly agreed that this Agreement does not give Shentel the right to occupy any PROW with permanent above ground cabinets, pads and other similar above-ground structures or facilities that require the installation of new poles or construction. If Shentel desires to occupy any PROW with such a structure or facility, a separate permit and city approval will be required. This paragraph does not limit Shentel’s ability to contract with other entities for access to Facilities and Equipment in the PROW.

1. This grant of authority is exclusive to Shentel and its agents. Shentel is not authorized to rent space or allow use to providers who do not have a franchise or license agreement with the City and approval by the City to access.

2. Shentel acknowledges and understands that the City desires to minimize installation and maintenance work within the PROW. Therefore, Shentel shall follow a process consistent with the West Virginia Division of Highways Dig Once Policy to make fair and reasonable accommodation to share installation costs if competitors elect to place Facilities along the same PROW as described in the permit sought. To comply with the West Virginia Division of Highways Dig Once Policy, Shentel shall follow the process set forth in West Virginia Code § 17-2E-5, as of the effective date of this Agreement, with the following changes:

- A. References to the “council” or the “division” shall be interpreted as being to the City Engineer;
- B. The rules promulgated by the commissioner of the division pursuant to West Virginia Code § 17-2E-5(f) shall similarly apply as if promulgated by the City Engineer. Any issues in applying the rules shall be brought to the attention of the City Engineer directly.

3. All installation and maintenance of fiber-optic Facilities to be installed within the PROW require the written approval of City in accordance with the City’s standard permitting process.

4. Shentel recognizes and accepts the risk that the City retains the right to amend existing, and pass new, PROW ordinances governing its PROW within the term of this Agreement, subject to applicable law. In the event the City passes any such ordinance which might affect Shentel’s operations under this Agreement, both Shentel and the City agree to enter into good faith negotiations to enable Shentel to conform its activities under this Agreement within a reasonable period of time. Shentel expressly acknowledges that any changes to City Code made by City Council regarding issues impacting Shentel’s operations under this Agreement will be controlling and the possibility and outcome of such changes is expressly understood and contemplated by Shentel in this Agreement.

5. With respect to the PROW, Shentel shall provide the City with detailed Plans of the Project so the City can have appropriate verification that:

- A. The installation of the Facilities will not adversely affect the safety, design, construction, operation, maintenance or stability of the City’s street system;
- B. Operation under the Agreement will not interfere with or impair the present use or anticipated future expansion of the affected street;
- C. The direct and indirect environmental and economic effects that would result from disapproval of the use of the PROW for the accommodation of the Facilities would be contrary to the public interest;
- D. The installation will not involve tree removal or tree trimming that conflicts with City policy;
- E. The installation shall be located in an area that is as far along the outer limit of the PROW as is practicable; and

B. No Property Interest. This Agreement is not a grant by the City of any fee simple or superior property interest and is made subject and subordinate to the prior and continuing right of the City to control and use the PROW as a street and/or sidewalk and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles and for other municipal uses and with the right of ingress and egress, along, over, across and in said PROW.

C. No Interference. In the performance and exercise of its rights and obligations under this Agreement, Shentel shall not interfere in any manner with the existence and operation of any and all PROW, and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, television cables, public works, telecommunication or utility Facilities, or City of Charleston property without the prior approval of the owner(s) of the affected property or properties, including the City.

Nothing in this Agreement abrogates the right of the City to perform any public works or public improvements. If Facilities of Shentel interfere with the installation, construction, operation, maintenance, repair or removal of such public works or public improvements, Shentel at its own expense, within sixty (60) days after notice by the City (or such longer period of time as may be reasonably necessary and as may be agreed upon by the City and Shentel through good faith negotiation), shall protect, alter, remove or relocate Facilities, as directed by the City. If Shentel refuses or neglects to so protect, alter, remove or relocate Facilities or Equipment within the sixty (60)days after notice or the agreed negotiated time, the City may break through, remove, alter or relocate Facilities or Equipment without any liability to City, and Shentel shall pay to the City the costs incurred in connection with such breaking through, removal, alteration or relocation provided that reasonable efforts shall be used to minimize any damage to Shentel's Facilities or Equipment. The City may collect these costs and expenses, including reasonable attorney fees, as debts owed to the City, by bringing action in any court of competent jurisdiction and by the City exercising the City's rights to draw on bonds or letters of credit. The City shall also have a lien on the property of Shentel in an amount equal to all such costs, expenses, and legal fees associated with collection efforts.

D. Relocation of Facilities for Government. Except as provided below, Shentel will protect, support, temporarily disconnect, relocate, or remove any of its property at the time and in the manner required by the City or any other governmental entity for any legitimate and reasonably necessary or convenient governmental purpose at Shentel's expense. Except in an emergency, the City will provide written notice describing where the work is to be performed at least sixty (60) days before the deadline for performing the work. Shentel may seek an extension of the time to perform the work where it cannot be performed within sixty (60) days even with the exercise of due diligence, and such request for an extension will not be unreasonably refused.

E. Relocation of Facilities for a Third Party. If any removal, relaying, or relocation is required to accommodate the installation, construction, operation, or repair of the facilities or equipment of another party (“Third Party”) authorized to use the PROW, Shentel will, after thirty (30) days’ advance written notice, take action to effect the necessary changes requested by such Third Party. Unless the matter is governed by a valid contract or applicable law, or unless Shentel’s Facilities or equipment were improperly installed, and if installed properly the removal, relocation or relaying would be unnecessary, the reasonable cost of removal, relaying, or relocation will be borne by such Third Party requesting the removal, relaying, or relocation.

F. Term. The period of this Agreement shall be for an initial term of fifteen (15) years commencing at the date of the signing of this Agreement, with the right to renew for consecutive additional five (5) year terms, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the term of its intent to seek a modification or termination of the Agreement.

G. Regulatory Approvals. Shentel shall obtain all necessary approvals from the appropriate federal and state authorities to offer Telecommunications Services through its Facilities and Equipment, and shall, upon the City’s request, submit evidence of such approvals to the City.

H. Street Closings. Nothing in this Agreement waives or releases the rights of the City in and to the streets. If all or part of the streets are eliminated, discontinued, closed or demapped in accordance with applicable law, the Agreement shall cease with respect to such streets upon the later to occur of (a) the effective date that such streets become eliminated, discontinued, closed or demapped and conditions specified by the City are met; or (b) in the case of any transfer of title to such streets to a private Person, the closing date of such transfer.

ARTICLE III INSTALLATION OF FACILITIES

A. Permits. As required by Law, Shentel shall apply for a permit for all work and each job within the PROW, and shall comply with all terms and conditions of any such permit. Shentel shall furnish City detailed plans of the work and other such information as required by Law, and shall pay all standard permitting and related processing, field marking, engineering and inspection fees prior to issuance of a permit in accordance with the rates in effect at the time of payment. Improvements shall be constructed and installed in accordance with the Law. Shentel shall comply with all existing PROW ordinances and permitting requirements and with any future or revised ordinances and requirements.

B. Facilities Map. Shentel shall maintain an accurate map showing the location of its existing Facilities, including conduit lines, equipment, and any other details of the Facilities as may be requested by the City. If any of the requested information is

considered proprietary, Shentel will notify the City of this opinion, and the City will strive to keep it confidential, as permitted by law. Shentel will submit an existing Facilities Map as a condition of this Agreement. As for new installations, after the effective date of this Agreement, Shentel shall submit the proposed mapping of its plans for new installation to the City prior to any installation. As-built drawings of any new installation of Facilities shall be furnished to the city within sixty (60) days of completion of such installation. All mapping shall be provided in a format compatible to the City's GIS System, including, but not limited to, AutoCAD, Civil 3D or such other format agreed to by the Parties.

C. Exclusion of Certain Locations/Facilities. Prior to its installation of any Facilities in the PROW, and after Shentel provides the City with its proposed plans for the Facilities, the City may in its discretion designate certain locations for Facilities in the PROW to be excluded from use by Shentel for its Facilities, which, in the reasonable judgment of the City Engineer, are incompatible with the proposed Facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other locations that have been designated or planned for other use or are not otherwise available for use by Shentel due to engineering, technological, proprietary, legal or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of Shentel, City will cooperate in good faith with Shentel and exercise commercially reasonable efforts to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor may Shentel require the City to acquire new locations for Shentel.

D. City's Trees. In installing or maintaining its Facilities or structures along the PROW, Shentel shall not injure or in any manner cut or trim the trees or branches of trees in such PROW without the permission of the City. All such trimmings shall be performed in a safe and orderly manner and in accordance with applicable Law. Shentel shall be responsible for removing all trimmings from the PROW upon completion.

E. Installation, operation, maintenance, repair, relocation and removal of Facilities. The installation, operation, maintenance, repair and removal of Shentel's Fiber Optic or Other Cable and Related Facilities shall be accomplished without cost or expense to the City and in such a manner so as not to endanger persons or property, or unreasonably obstruct travel on any road, walk or other access thereon within the PROW. During the performance of installation, along with any subsequent maintenance, repair, relocation or removal, Shentel shall be solely responsible for putting in place adequate safety measures and warnings for both pedestrians and vehicular traffic, including, but not limited to, barricades, flashing lights, flaggers, and all other measures required by law or necessary under the circumstances. Shentel shall notify the City Traffic Engineering Department and City Engineer of traffic and parking disruptions prior to beginning work. Shentel will maintain its Facilities in good order and operating condition and in compliance with all applicable PROW construction and other applicable federal, state and local regulatory codes throughout the term of this Agreement. Shentel shall justly compensate owners of property for any damages caused by installing, operating, maintaining, repairing, relocating or removing its Facilities.

F. Restoration of Public Rights-of-Way. After the installation, along with any subsequent maintenance, repair, relocation or removal, of the Fiber Optic or Related Facilities, Shentel shall, at its own cost, repair and return the PROW at a minimum to the same or similar condition existing before such installation, maintenance, repair, relocation or removal, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. Shentel shall be responsible for damage to City of Charleston street pavements, existing utilities, curbs, gutters and sidewalks related to Shentel's installation, construction, operation, maintenance, repair, relocation or removal of its Fiber Optic or Other Cable and Related Facilities in PROW, and shall repair, replace and restore in kind, any such damaged property at its sole expense. Upon failure of Shentel to repair, replace and restore any such damaged property in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City Engineer, after thirty (30) days notice in writing shall have been given by the City (or such longer period of time as may be reasonably necessary and as may be agreed upon by the City and Shentel through good faith negotiation), the City may cause such necessary repair, replacement or restoration to be made and may collect the costs and expenses incurred for such repair, replacement or restoration from Shentel. The City may collect these costs and expenses, including reasonable attorney fees, as debts owed to the City, by bringing action in any court of competent jurisdiction.

G. Insurance. Shentel shall provide proof to City of and shall maintain throughout the term of this Agreement liability insurance with regard to all damages in the minimum types and amounts of:

- (1) General Liability - including premises, products and complete operations.
 - (i) Bodily injury liability \$1,000,000 each person
\$1,000,000 each occurrence
 - (ii) Property damage liability, or \$1,000,000 each occurrence
 - (iii) Bodily injury and property
damage combined \$1,000,000 single limit
- (2) Comprehensive - Automobile Liability Insurance, including owned, non-owned and hired vehicles.
 - (i) Bodily injury liability \$1,000,000 each person
\$1,000,000 each occurrence
 - (ii) Property damage liability \$1,000,000 each occurrence
 - (iii) In lieu of (1) and (2)
Bodily injury and property
damage combined \$1,000,000 single limit
- (3) Shentel agrees that with respect to the above-required insurance, the contracts will contain the following required provisions:

- (i) The City of Charleston and its officers, agents, employees, and elected officials shall be named as additional insureds (as the interests of each may appear) as to the general liability coverage;
- (ii) Policies shall provide primary coverage and shall reflect that Shentel is responsible for any and all deductibles; and
- (iii) Thirty (30) days notice shall be provided to the City of Charleston prior to cancellation, revocation, non-renewal or material change.

H. Construction Bond or letter of credit. Upon commencement of installation of the Facilities, Shentel shall deposit with the City of Charleston a surety bond or irrevocable letter of credit naming the City of Charleston as an obligee in the amount of Fifty Thousand Dollars (\$50,000.00). Shentel's obligation to maintain the surety bond shall terminate upon the satisfactory completion of the installation and the approval of the City Engineer. The City of Charleston may draw against the surety bond, up to its full face amount, for any loss or damage to the PROW utilized by Shentel due to damage caused to the PROW and not remedied to City's reasonable satisfaction after notice to Shentel of the loss or damage and a reasonable opportunity for Shentel to remedy said loss or damage. This bonding requirement is in addition to bonding requirements for obtaining construction permits, if any. Following the release of the Bond or letter of credit upon completion of installation, Shentel may undertake maintenance and repairs of its installed Fiber Optic or Other Cable and Related Facilities upon obtaining the necessary permits and the payment of associated fees; provided that in the event Shentel undertakes repairs on an emergency basis at a time when permitting offices are closed, Shentel will notify the City Engineer of said emergency repair on the next business day following initiation of the emergency repair.

I. Indemnification. To the fullest extent permitted by law, Shentel agrees to indemnify, defend and hold harmless the City of Charleston its officers, employees, agents, and officials from and against any and all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of or related to: the installation, operation, maintenance, repair, relocation or removal of the Fiber Optic and Related Facilities; the negligent or wrongful acts or omissions of Shentel, its officers, employees, and agents; or, any breach by Shentel of its obligations described in this Agreement; provided, Shentel shall not be responsible for any liability arising from the sole negligence or willful misconduct of the City of Charleston, its officers, employees, and agents.

J. Timing of Cable/Line Installation Work

The City shall be consulted before the installation of Fiber Optic or Other Cable and Related Facilities so it has the ability to approve final locations and timing of construction/installation and to coordinate such work with other City or public projects including, but not limited to, street paving.

ARTICLE IV
FRANCHISE FEE, INTEREST, AND CITY USE OF FACILITIES

A. Franchise Fee. Upon completion of installation of its Facilities or any part thereof in the PROW, Shentel shall provide to the City, for its share of the City's costs of managing the PROW as contemplated by this Agreement, \$0.25 per linear foot per year for Facilities placed in the PROW.

B. No credits or deductions towards Other Fees. Shentel shall pay all standard, permit, right of way and user fees to the City of Charleston in accordance with Law. The compensation and other payments made pursuant to this agreement shall be in addition to any and all taxes or other fees or charges that Shentel shall be required to pay to the City, pursuant to current and future ordinances, or to any state or federal agency, all of which shall be separate and distinct obligations of Shentel.

C. Interest on Late Payments. If any payment required by this Agreement is not actually received by the City on or before the applicable dates fixed in this Agreement or applicable law, Shentel shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then changed by the City for late payment of business and occupation taxes.

D. Nonpayment of Franchise Fee. Failure of Shentel to pay its Franchise Fee within sixty (60) days of its due date shall constitute a breach of this Agreement and subject to the Termination provisions set forth in Article V.

E. City Use of Shentel Facilities. Upon prior written notice to Shentel of the City's desire to do so, Shentel shall reserve space for the City to place fire, police, or other signal wires, including but not limited to, data and voice wires, for the City's use in conduit and on any poles owned by Shentel and to place traffic signs on any poles and above-ground fixtures owned by Shentel; provided, that any such use by the City shall be made in a manner that shall not interfere with Shentel's use of said conduit, poles, or fixtures, or cause damage to said conduit, poles, or fixtures, or to Shentel's Facilities. Such permission shall not extend to conduit, poles, or fixtures used by Shentel, but owned by others. The City shall be solely responsible for the installation, operation, maintenance and repair of signal wires or traffic signs placed pursuant to this permission, including all costs thereof, in accordance with the National Electric Safety Code and other applicable laws. Shentel shall make said space in its conduit and on its poles and fixtures available at no charge or cost to the City.

ARTICLE V GENERAL PROVISIONS

A. Notices. Notices pursuant to this Agreement shall be in writing and addressed as follows:

To the City of Charleston, care of the City Manager, P. O. Box 2749, Charleston, WV 25301, with a copy to the City Attorney at the same address.

To Shentel: Shentel Communications, LLC, 500 Shentel Way, Edinburg, VA 22824, Attention: Senior Vice President – Engineering and Operations, with a copy to the General Counsel at the same address.

Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

B. Assignment. Notwithstanding any provision of this agreement, Shentel may not assign, transfer, lease, or sell any of the rights and privileges granted hereunder without approval of City, which approval shall not be unreasonably withheld, conditioned or delayed; provided, that, unless otherwise provided by applicable law, no consent need be obtained to assign, transfer, lease or sell any rights and privileges granted hereunder to any of Shentel's affiliates or any party providing financing to Shentel; provided, however, that no assignment, transfer, lease or sale shall be effective until the assignee, transferee, lessee, or the purchaser, including an affiliate, has filed with the City a duly executed instrument reciting the fact of such assignment, transfer, lease or sale and accepting the terms of the Agreement and agreeing to perform all of the conditions thereof.

C. Abandonment or Termination. Shentel shall notify the City at least thirty (30) days in advance of Shentel's intent to abandon the Facilities, or any portion thereof, or to terminate this Agreement. Upon receipt of such notice of abandonment or termination, the City may, at the City's sole discretion, permit some or all of the Facilities to remain in place and ownership of such Facilities shall, if requested by City, be transferred to the City. If the City elects not to accept ownership of the Facilities within thirty (30) days after the receipt of notice of abandonment or termination by Shentel, Shentel shall, upon reasonable request by City, remove its Facilities at its own expense within thirty (30) days of the City's election not to accept ownership. In the event Shentel fails to remove or is not reasonably capable of removing its Facilities within thirty (30) days after abandonment or termination (or such longer period of time as may be reasonably necessary and as may be agreed upon by the City and Shentel through good faith negotiation), the City may, at City's reasonable discretion, permit the Facilities to remain abandoned in place, or City may undertake removal of the Facilities itself, without further notice, and charge the cost for removal to Shentel who shall pay said costs within thirty

(30) days of the demand to do so. The City may collect its verifiable costs incurred from Shentel by exercising the City's rights to draw on bonds, letters of credit, or Guaranteed Fees, if any, and, to the extent such bonds, letters of credit, or Guaranteed Fees are not sufficient to cover such costs, the City may collect the remaining costs and expenses, including reasonable attorney fees, as debts owed to the City, by bringing action in any court of competent jurisdiction. The City shall also have a lien on the property of Shentel in an amount equal to all such costs, expenses, and legal fees associated with collection efforts.

D. Dispute Resolution, Choice of Law and Venue. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. Consistent with that agreement, each party agrees to disclose all material facts relevant to any dispute to the other party during any such negotiation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. The law of West Virginia shall govern any dispute that arises out of this Agreement.

E. Severability. In the event any of the provisions of this agreement are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

F. Bankruptcy. Shentel agrees to notify the City of any bankruptcy filings and any significant proceeding or motion that might affect the City's interests. The parties agree that this Agreement is personal and cannot be assigned without the consent of the City. If property is abandoned due to bankruptcy, Shentel will adhere to requirements of the subsection C titled "Abandonment or Termination" above.

G. Conflicts of law. If there is a conflict between the provisions of this Agreement and any laws, whether federal, state, or city, including all future laws and ordinances, the contract provision will be superseded by any such law and have no effect notwithstanding the contract clause of the United States Constitution.

I. Termination. The City of Charleston has the right to terminate this Agreement upon thirty (30) days written notice to Shentel, if Shentel commits a material breach of the terms of this Agreement, and such breach remains uncured during such 30-day period. Among other things, the failure of Shentel to remove or relocate Facilities as provided in Article II of this Agreement or the failure of Shentel to pay its Franchise Fee as provided in Article IV of this Agreement will be considered a material breach of this Agreement.

J. Survival. The insurance and indemnity obligations contained in Article III, Sections G and I herein shall remain in full force and effect and shall survive the completion or earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Shentel Communications, LLC

By: _____

Dated: _____

STATE OF _____,
COUNTY OF _____, TO-WIT;

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, in the capacity as _____ of **Shentel Communications, LLC**.

My commission expires: _____.

Notary Public

CITY OF CHARLESTON

By: _____

Dated: _____

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT;

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, in the capacity as _____ of the **City of Charleston**, West Virginia.

My commission expires: _____.

Notary Public

Bill No. 7829:

Introduced in Council:

August 5, 2019

Adopted by Council:

Introduced by:

**Becky Ceperley (by request of the Mayor),
Bruce King, Chad Robinson, Naomi Bays,
Mary Beth Hoover, Adam Knauff, Ben Adams,
Jeanine Faegre, and Pat Jones**

Referred to:

Planning, Streets & Traffic

1 **Bill No. 7829** - A BILL to amend the Code of the City of Charleston, as amended, by
2 repealing Sections 2-686, 2-687, 2-688, and 2-689; by amending and reenacting
3 Section 2-685; and by adding thereto a new Chapter, designated Chapter 65 consisting
4 of Sections 65-1, 65-2, 65-3, 65-4, 65-5, 65-6, 65-10, 65-11, 65-12, 65-13, 65-14, 65-
5 15, 65-20, 65-21, 65-22, and 65-23, all relating to creating the Charleston Land Reuse
6 Agency (CLRA) and consolidating functions currently managed by other boards under
7 the umbrella of the CLRA; reforming the Charleston Land Trust such that its functions
8 are exclusively performed by the conservation division of the CLRA; establishing the
9 CLRA with redevelopment and conservation divisions; detailing the purpose of the
10 CLRA, Board membership of the CLRA, and its powers and duties; authorizing the
11 CLRA to act in accordance with the authority granted by Chapter 31, Article 18E of the
12 West Virginia Code; stating functions and activities of the CLRA; and requiring an
13 annual report.
14
15 **WHEREAS**, vacant, abandoned, blighted, condemned, and tax delinquent properties are
16 a strain on neighborhoods throughout Charleston; and
17
18 **WHEREAS**, the City Code of Charleston has a number of boards, commissions, and
19 sections of code that are focused on this issue; and
20
21 **WHEREAS**, the various entities and enforcement departments have a tendency to work
22 in a manner that is disconnected from each other; and
23
24 **WHEREAS**, many of the current entities and enforcement departments are working from
25 authorizing statutes that are antiquated; and
26
27 **WHEREAS**, the West Virginia Legislature authorized municipalities to create Land Reuse
28 Agencies in order to address property matters in a more modern way in Chapter 31,
29 article 18E of the West Virginia Code by authorizing the purchase, rehabilitation,
30 improvement, or sale of real property and to promote the productive use of property
31 within the City; and

32
33 **WHEREAS**, a Charleston Land Reuse Agency could consolidate and more efficiently
34 address the vacant, abandoned, blighted, condemned, and tax delinquent property
35 issues and general land use and development issues facing the City; and
36

37 **WHEREAS**, the consolidations and greater efficiency gained from the creation of a
38 Charleston Land Reuse Agency will ultimately save taxpayer money, generate
39 enhanced economic development, and improve neighborhoods throughout Charleston.
40

41 **Now, therefore, be it ordained by the Council of the City of Charleston:**
42

43 That the Code of the City of Charleston be amended, effective September 1, 2019, by
44 repealing Sections 2-686, 2-687, 2-688, and 2-689; by amending and reenacting
45 Section 2-685 of said code; and by adding thereto a new Chapter, designated Chapter
46 65 consisting of Sections 65-1, 65-2, 65-3, 65-4, 65-5, 65-6, 65-10, 65-11, 65-12, 65-
47 13, 65-14, 65-15, 65-20, 65-21, 65-22, and 65-23, all to read as follows:
48

49 **CHAPTER 2. – ADMINISTRATION.**
50

51 **ARTICLE VII. – BOARDS, COMMITTEES AND COMMISSIONS.**
52

53 Division 9. – Charleston Land Trust.
54

55 Sec. 2-685. Creation and purpose. Reformation of Charleston Land Trust.
56

57 ~~There is hereby created the~~ The Charleston Land Trust Commission, hereinafter
58 ~~referred to and to be known as the Charleston Land Trust, which shall exist as an~~
59 ~~agency of the city~~ is hereby converted to the conservation division of the Charleston
60 Land Reuse Agency, as set forth in Chapter 65 of this Code. The purpose of the
61 Charleston Land Trust is to acquire, maintain, improve and preserve Any public trust
62 lands owned by the City in the name of the Charleston Land Trust shall be transferred
63 to the Charleston Land Reuse Agency within 90 days of the effective date of this
64 section. All bank accounts or other interest in property currently held by the Charleston
65 Land Trust shall be transferred to the Charleston Land Reuse Agency within 90 days of
66 the effective date of this section. to foster the donation of public trust lands to the city,
67 to encourage the monetary support for public trust lands and to maintain in trust lands
68 and moneys which are owned by or contributed to the city for the purposes of this
69 division. The creation of the Charleston Land Trust is authorized by W. Va. Code § 8-
70 16-1, et seq.
71

72 **CHAPTER 65. – LAND REUSE AGENCY.**
73

74 **ARTICLE 1. – CREATION.**
75

76 **Sec. 65-1. Establishment and Divisions.**

77
78 There is hereby established, pursuant the Chapter 31, Article 18E of the West
79 Virginia Code, the "Charleston Land Reuse Agency", hereinafter also referred to as the
80 "Charleston LRA" or "CLRA". The Charleston LRA shall be composed of two divisions:
81 (1) the redevelopment division; and (2) the conservation division.
82

83 **Sec. 65-2. Purpose.**

84
85 The Charleston LRA shall promote the productive use of property by identifying
86 available properties suitable for public space, conservation, housing, and commercial
87 use and pursuing the acquisition, management, inventory, and disposition of those
88 properties according to the priorities set forth in this Chapter. The CLRA may exercise
89 all powers granted by this Code and Chapter 31, Article 18E of the West Virginia Code.
90

91 **Sec. 65-3. Board**

92
93 (a) The Charleston Land Reuse Agency shall operate under the control of a
94 board of directors composed of seven members, as follows:

- 95 (1) The Mayor, or his or her designee;
96 (2) The City Manager, or his or her designee;
97 (3) The City Attorney, or his or her designee;
98 (4) Two members of City Council, appointed by the Mayor; and
99 (5) Two members of the general public, who are residents of Charleston,
100 appointed by the Mayor with the advice and consent of City Council.

101 (b) The two members of the general public initially appointed to the Board shall
102 serve initial terms of two and four years, respectively. Thereafter, each term shall be for
103 four years.

104 (c) The two members of the general public shall each have expertise in one or
105 more of the following areas:

- 106 (1) Real estate transactions or financing;
107 (2) Development of commercial or residential property;
108 (3) Establishment, development, management, or use of public lands;
109 (4) Land conservation;
110 (5) Housing; or
111 (6) Public safety.

112 (d) Each member shall continue in office until a successor is duly appointed,
113 except in the event of a member's removal, death, or delivery of written resignation to
114 Council. In the case of such a vacancy, a new member shall be appointed to serve the
115 remainder of the term. If the Mayor, City Manager, or City Attorney no longer holds that
116 position, then the position they or their designee holds on the Board is immediately
117 declared vacant and filled by the person's duly qualified successor.

118 (e) Members of the Board shall serve without compensation. Any member of the
119 Board who is an employee of the City may spend regular work hours on matters related

to the Board and receive his or her regular salary, as approved by the employee's direct supervisor.

(f) In addition to the voting members of the Board stated in this section, the following persons shall be non-voting *ex officio* members to provide advice to the Board: The Planning Director, the Building Commissioner, and the Director of the Mayor's Office of Community and Economic Development. The Board may request assistance from any City department or employee, as necessary.

Sec. 65-4. Officers of the Board.

The members of the board shall annually select from among their members a chair, vice chair, secretary, treasurer, and any other officers as the board determines.

Sec. 65-5. Public Input.

In addition to the public members of the Board of the Charleston Land Reuse Agency, the residents of Charleston shall have an opportunity to provide written or oral input into all decisions of the CLRA at the regular meetings held by the CLRA. In addition, the employees of the CLRA shall generally be available to answer resident questions and receive input.

Sec. 65-6. Official Filing with Secretary of State.

Upon the effective date of this section, the Clerk of the City Council shall file a copy of the ordinance with the West Virginia Housing Development Fund and the West Virginia Secretary of State.

ARTICLE 2. – POWERS AND DUTIES.

Sec. 65-10. General.

(a) The Charleston Land Reuse Agency shall have all the powers necessary and convenient to carry out and effectuate the purposes and provisions of this Chapter and Chapter 31, Article 18E of the West Virginia Code. The powers may be authorized by the Board or delegated to the staff of the CLRA pursuant to Board rules. The powers include but are not limited to the following:

(1) To adopt, amend, and repeal bylaws, policies, and procedures for the regulation of its affairs and the conduct of its business, including duties of officers, attendance and participation of members in regular and special meetings, a procedure to remove a member by a majority vote for failure to comply with a rule, general terms and conditions for consideration to be received for the transfer of real property and interests in real property, and other matters necessary to govern the conduct of the CLRA;

(2) To sue and be sued in its own name and be a party to a civil action, including

164 in any action to clear title to property or expedite quiet title actions;
165 (3) To adopt a seal and to alter the same;
166 (4) To borrow from federal government funds, from the state, from private
167 lenders, from municipalities, or from counties, as necessary, for the operation and work
168 of the CLRA;
169 (5) To issue negotiable revenue bonds and notes according to the provisions of
170 Chapter 31, Article 18E of the West Virginia Code;
171 (6) To procure insurance or guarantees from the federal government or the state
172 on the payment of debt incurred by the CLRA and pay premiums in connection with the
173 insurance or guarantee;
174 (7) To hire staff, including legal counsel, and to utilize the staff of other City
175 departments as approved by the Mayor, including the City Attorney's Office;
176 (8) To enter into contracts and other instruments necessary, incidental, or
177 convenient to the performance of its duties and the exercises of its powers, including to
178 enter into contracts and intergovernmental cooperation agreements with municipalities
179 or counties for the performance of functions by municipalities or counties on behalf of
180 the CLRA or by the CLRA on behalf of the City;
181 (9) To make and execute contracts and other instruments necessary or
182 convenient to the exercise of powers of the CLRA. Any contract or instrument signed
183 shall be executed by and for the CLRA if the contract or instrument is signed by both
184 (A) the chair or vice-chair of the CLRA Board and (B) the secretary or treasurer of the
185 CLRA Board;
186 (10) To procure insurance against losses in connection with the real property,
187 assets, or activities of the Agency;
188 (11) To invest money of the CLRA in instruments, obligations, securities, or
189 property and to name and use depositories for its money;
190 (12) To enter into contracts for the management of, the collection of rent from, or
191 the donation or sale of real property to the CLRA;
192 (13) To design, develop, construct, demolish, reconstruct, deconstruct,
193 rehabilitate, renovate, relocate, and otherwise improve real property or rights or
194 interests in real property;
195 (14) To fix, charge, and collect rents, fees, and charges for the use of real
196 property of the CLRA and for services provided by the CLRA;
197 (15) To grant or acquire licenses, easements, leases, or options with respect to
198 real property;
199 (16) To enter into partnerships, joint ventures, and other collaborative
200 relationships with municipalities, counties, and other public and private entities for the
201 ownership, management, development, and disposition of real property;
202 (17) To organize and reorganize the executive, administrative, clerical, and
203 divisions of the CLRA;
204 (18) To hold title to property in its own name;
205 (19) To acquire property in any lawful way, including by acquiring an interest in
206 tax delinquent properties through regular tax sale, right of first refusal authority, or post-
207 sale where no person bids on a property, as authorized in West Virginia Code;

208 (20) To coordinate and cooperate with other entities, including but not limited to
209 public utilities and county-level agencies or departments, to improve data sharing in
210 order to help determine vacant and rental properties;

211 (21) To file liens against property where debts or fines are owed to the LRA or
212 City, and to enter into any agreements deemed beneficial by the Board to waive or
213 modify those liens, debts, or fines; and

214 (22) To do all other things necessary or convenient to achieve the objectives and
215 purposes of the CLRA, as further stated throughout this chapter.

216 (b) In order to promote the efficient operation of the CLRA, all of the CLRA's
217 funds shall be placed in a special revenue fund in the city treasury hereby established
218 to be known as the CLRA Fund, along with any subaccounts deemed necessary by the
219 Board.

221 **Sec. 65-11. Divisions of CLRA.**

223 The CLRA shall initially be composed of two divisions with distinct focuses, as
224 follows: (1) the redevelopment division; and (2) the conservation division. The Board
225 shall work with the staff of the CLRA, which may be partially or solely composed of City
226 employees who work for another City department, to determine which division property
227 obtained or sought to be obtained by the CLRA fits into with the understanding that the
228 Board may adjust any determination at a later date. Furthermore, the divisions may
229 work together on projects and plans.

231 **Sec. 65-12. Redevelopment Division.**

233 The CLRA redevelopment division shall focus on properties in residential and
234 commercial areas of the City that the CLRA owns or could own with the goal of
235 rehabilitating the neighborhood and general area. The redevelopment division may
236 recommend to the Board that the CLRA acquire property, convey or lease property
237 owned by the CLRA, create land lease agreements for property owned by the CLRA,
238 work with developers to create new redevelopment on CLRA owned property, or make
239 any other recommendation regarding the acquisition, disposal, or development of
240 property. The CLRA redevelopment division shall work with the Charleston Urban
241 Renewal Authority (CURA) to assist in the planning and development of relevant
242 property owned by CURA.

244 **Sec. 65-13. Conservation Division.**

246 The CLRA conservation division shall focus on properties across the City that the
247 CLRA owns or could own with the goal of rehabilitating the area through land
248 conservation, rather than development. The conservation division may recommend to
249 the board that the CLRA acquire property, maintain, improve and preserve public trust
250 lands, proposals to foster the donation of public trust lands to the city, to encourage the
251 monetary support for public trust lands and to maintain in trust lands and moneys which

are owned by or contributed to the city for the purposes of this division.

"Public trust lands" for purposes of this chapter shall mean and include: lands, easements, leases or any other interest in real property, whether possessory or nonpossessory, having scenic, recreation, historic, woodland, forestry, conservation, preservation or cultural value which are owned or acquired by the city. Public trust lands may include conservation and preservation easements as provided in W. Va. Code, Ch. 20, Art. 12.

Sec. 65-14. Priorities and Management.

The Charleston Land Reuse Agency shall act in accordance with the City's comprehensive plan, Imagine Charleston, and any other development plans adopted by the CLRA or the City Council in the future.

In order to promote transparency, the CLRA shall maintain and make available for public review and inspection an inventory of real property held by the CLRA. The CLRA shall evaluate each property it owns, uses, disposes of, or studies for its potential as a purely public space, as a location for housing, as a conservation area, and as a location for retail, commercial and industrial activities.

In order to properly manage the CLRA, the Board shall identify financing options and grant opportunities on an ongoing basis, as authorized by §31-18E-11 of the Code of West Virginia.

Sec. 65-15. Acquiring Property through Tax Sales.

(a) Pursuant to West Virginia Code §31-18E-9, the CLRA may acquire an interest in tax-delinquent property through the provisions of Chapter 11A of the West Virginia Code. The CLRA may exercise all of the authority granted by Chapter 31, Article 18E of West Virginia Code, including but not limited to obtaining lists of tax-delinquent properties, purchasing tax liens for unredeemed property, exercising the right of first refusal on eligible properties, and entering into similar arrangements to obtain property.

(b) In the event that the CLRA uses its right of first refusal to obtain tax-delinquent property, the CLRA shall notify adjacent property owners of the property acquisition pursuant to the requirements of West Virginia Code §31-18E-9. For the purposes of this requirement, "adjacent" means that the property acquired shares a boundary with the other property. There is no requirement to make notice to other property holders nearby who do not share a boundary with the property so acquired. If more than one adjacent property owner responds with an interest in purchasing the property within the time period authorized by West Virginia Code §31-18E-9, the CLRA shall provide an additional time period within which the owners may submit bids on the property and the property shall be sold to the highest bidder. The CLRA may adopt a policy governing this process that conforms with West Virginia Code §31-18E-9 and this Chapter.

(c) Notwithstanding the provisions of subsection (b) of this section, any property

obtained by the CLRA through any means other than the right of first refusal on tax sales and any property obtained by right of first refusal where an adjacent land owner does not timely express the desire to purchase the property may still be conveyed to one or more adjacent land owners through the processes adopted by the CLRA and without the restrictions contained in West Virginia Code §31-18E-9(g).

ARTICLE 3. – BOARD MEETINGS AND ACTIVITIES.

Sec. 65-20. Regular and Special meetings.

(a) The CLRA Board shall meet in regular session according to a schedule adopted by the Board.

(b) The CLRA Board may be convened by the chair or upon written notice signed by a majority of the members.

(c) The CLRA Board must have a quorum present to conduct business. A majority of the Board, excluding vacancies, constitutes a quorum. A member must be physically present at a meeting for the purposes of establishing a quorum.

(d)(1) Except as provided in this subsection, action of the board is by the affirmative vote of a majority of the board that is present and voting.

(2) Action of the board on the following matters must be approved by a majority of the entire board membership:

(A) Adoption of bylaws;

(B) Adoption of rules under West Virginia Code §31-18E-5(d);

(C) Incurring of debt;

(D) Adoption or amendment of the annual budget; and

(E) Sale, lease, encumbrance, or alienation of real property or personal property with a value of more than \$50,000.

(3) A resolution under West Virginia Code §31-18E-14, relating to dissolution of the CLRA, must be approved by two-thirds of the entire board membership.

Sec. 65-21. Public Records, Public Access, and Ethics.

(a) The CLRA Board shall keep minutes and a record of its proceedings.

(b) The CLRA is subject to chapter 6, article 9A of the Code of West Virginia, relating to open meetings.

(c) The CLRA is subject to chapter 29B of the Code of West Virginia, relating to access to public records.

(d) The CLRA Board and employees are subject to Chapter 6B of the Code of West Virginia, relating to ethics and conflicts of interest. The CLRA Board may adopt additional requirements with respect to disclosures and conflicts of interests.

Sec. 64-22. Resident Input.

In addition to all other public access and transparency provisions of this chapter,

as well as having resident members of the board, the CLRA shall offer a public portion at each regular meeting during which residents may speak about any item on the meeting agenda. The CLRA shall also hold at least two public meetings per year in a Charleston neighborhood where it listens to resident concerns and suggestions without a specific agenda of the CLRA.

Sec. 65-23. Annual Report.

The CLRA shall submit an audit of income and expenditures, together with a report of its activities for the preceding fiscal year to the West Virginia Housing Development Fund within 120 days after the end of the fiscal year. A copy of the report shall be submitted to the City Council and any political subdivision with which the CLRA has an intergovernmental agreement.

Bill No. 7830:

Introduced in Council:

August 5, 2019

Adopted by Council:

Introduced by:

**Becky Ceperley (by request of the Mayor),
Shannon Snodgrass, Bobby Reishman,
Chuck Overstreet, Bruce King,
Chad Robinson, Mary Beth Hoover,
Adam Knauff, Brady Campbell, Jeanine Faegre,
And Pat Jones**

Referred to:

Planning, Streets and Traffic

Bill No. 7830 - A BILL to amend and reenact Sections 14-202, 14-203, 14-204, and 14-206 of the Code of the City of Charleston, as amended, all relating to updating the vacant structure registry; adding, amending, and deleting definitions; expanding the scope of the vacant structure registry; requiring an owner of vacant property to submit a plan of maintenance and repair; increasing registration fees; adjusting timeframe for registration to require properties to be registered quicker; creating a misdemeanor criminal violation for knowingly withholding or providing false information with respect to the registry; and increasing the penalty associated with failure or refusal of any owner to register a vacant structure or failure to comply with any of the requirements of the vacant structure registry.

Now, therefore, be it ordained by the Council of the City of Charleston:

That the Code of the City of Charleston, as amended, be amended, effective September 1, 2019, by amending and reenact Sections 14-202, 14-203, 14-204, and 14-206, all to read as follows:

ARTICLE V. – VACANT STRUCTURE REGISTRY.

Sec. 14-202. - Definitions.

(a) For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them as follows:

(1) Abandoned building: Any structure on a parcel of real property which (i) has been a vacant structure for more than ninety (90) days, and (ii) is the subject of an order issued by the municipal court for a building or zoning violation which has not been remedied for at least thirty (30) days.

(2) Boarded: Vacant structure shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a

sheet or sheets of plywood or similar material covering the space for such door or window.

~~(2) Exterior maintenance and major systems: The phrase "exterior maintenance and major systems" shall mean the safe and lawful maintenance of the facade, windows, doors, roof and other parts of the exterior of the building and the maintenance of its major systems consisting of the roof, the electrical and plumbing systems, the water supply system, the sewer system, and the sidewalk, driveway, if any, area of the lot, as applicable and as enforced by the building commissioner in connection with codes adopted by the city as well as all applicable local, state and federal laws.~~

~~(3) Occupy/occupied/occupies: Any building or structure shall be deemed to be "occupied" if one or more persons actually conducts a lawful business or lawfully resides in the building as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this section, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer services; a valid city business license, or the most recent, federal, state or city income tax statements indicating that the subject property is the official business or residence address of the person or business claiming occupancy.~~

~~(4) Open: A vacant structure shall be deemed to be "open" if any one or more exterior doors other than a storm door is broken, open and/or closed but, without a properly functioning lock to secure it, or if one or more windows is broken or not capable of being locked and secured from intrusion, or any combination of the same.~~

~~(5) Owner: An owner of the freehold of the premises or any lesser estate therein, to the extent permitted by law a mortgagee, a vendee-in-possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation that is directly or indirectly in control of a parcel of real property on which a vacant structure or abandoned building is located.~~

~~(6) Single-unit structure: A commercial or residential building or structure that is not a multi-unit structure.~~

~~(7) Multi-unit structure: A commercial or residential building or structure with two or more separate living or working spaces/units constructed in a manner that would enable each separate working or living unit/space to be Occupied by, or held out for rent or lease to, two or more unrelated persons or entities.~~

~~(6) Vacant structure: A single-unit structure on a parcel of real property which for at least 60 days has lacked the habitual presence of human beings who have a legal right to be on the premises, or at which substantially all lawful business operations or residential occupancy has ceased. where no person or persons actually, currently~~

~~occupies, conducts a lawfully licensed business, or lawfully resides, dwells, or lives in any part of the building as the legal or equitable owner(s), or tenant(s), on a permanent, non-transient basis for a period of six months in any calendar year. A multi-unit structure where no person or persons actually, currently occupies, conducts a lawfully licensed business, or lawfully resides, dwells, or lives in each unit/space as the legal or equitable owner(s), or tenant(s), on a permanent, non-transient basis for a period of six months in any calendar year. A building or structure shall not be deemed vacant and subject to the registration, the registration fee and other provisions provided herein if: (i) the exterior maintenance and major systems of the building and the surrounding real property thereof are not in violation of any building codes or health and sanitation codes; and (ii) there is proof that all essential utility services including, but not limited to, water, electric and gas, if applicable, are active, uninterrupted, and capable of being used without any action being taken by any utility company.~~

~~(9) (7) Actively marketed: A property is being "actively marketed" when its owner is, in good faith, doing those things and performing those activities standard and effective in the industry necessary to sell or lease a structure, including, but not limited to, using the services of a realtor licensed in the State of West Virginia, or advertising the availability of the structure for sale or lease.~~

~~(40) (8) Building Commissioner: the City's building commissioner, or its designee.~~

~~(41) (9) City Collector: The city's collector, or its designee.~~

~~(42) (10) City manager: The city's manager, or its designee.~~

~~(43) (11) Vacant property registry: The property registry created pursuant to this article, specifically by section 14-204(a).~~

Sec. 14-203. - Applicability, obligation to register, automatic registration, exemptions.

(a) Applicability and obligation to register. Except as provided in subsection (c) below, this article is applicable to all vacant structures and their owners. It is the obligation of the owner of any property qualifying as a vacant structure to register the same with the building commissioner in accordance with the provisions of section 14-204. Registration shall be required for all vacant structures, whether vacant and secure, vacant and open or vacant and boarded, and shall be required on or before 30 days after a building qualifies as a vacant structure, subject to the exemptions contained herein. In no instance shall the registration of a vacant structure and the payment of registration fees be construed to exonerate the owner, agent or responsible party for compliance with any other building code or housing code requirement.

(b) Registration by building commissioner. When the building commissioner has reason to believe that a structure is a vacant structure and that the owner has failed to

register in compliance with this article, the commissioner may post a notice on the subject structure indicating that the building commissioner has reason to believe that the building is a vacant structure and directing the owner to either (i) register the structure in accordance with the provisions of this article or (ii) provide the building commissioner with evidence demonstrating that building is not a vacant structure as defined by this article. In addition to posting the aforementioned notice on the suspected vacant structure itself, the building commissioner shall, via registered mail or via regular mail if registered mail is unsuccessful, send a copy of the same notice to the record owner of the property according the tax or other public records maintained by the assessor or sheriff of Kanawha County. If, within 30 days of posting and mailing, the owner has neither registered the property in the vacant property registration created by this article nor demonstrated to the satisfaction of the building commissioner that the property is not a vacant structure, then the building commissioner shall add the structure to the vacant property registry using the information of record in the office of the assessor or sheriff of Kanawha County.

(c) Exemptions. The following are exempt from the requirements of this article:

(1) Any building owned by city, state, or federal government, or any of their respective agencies or political subdivisions;

(2) A new building under construction or property that is undergoing, in the reasonable discretion of the Building Commissioner, an active renovation or rehabilitation;

~~(3) A multi-unit structure with a vacancy rate that does not exceed 85 percent; or~~

(4) Any property being actively marketed; provided, however, this exemption shall only be available for up to ~~48~~ 6 months for each structure otherwise meeting the Vacant Structure designation, unless owner provides justification satisfactory to the building commissioner supporting an extension of the exemption beyond ~~48~~ 6 months.

Sec. 14-204. - Registry, registration information, amending information, fees, dedicated account, publication.

(a) Registry created. The vacant property registry is hereby created. The building commissioner is hereby charged with creating, compiling, monitoring and enforcing the vacant property registry. The city collector shall aid and assist the Building Commissioner with the administration and collection of fees and any other matter related to this Article deemed necessary or appropriate by the city.

(b) Registration information. Owners of a vacant structure shall register the same with the city on a form supplied by the city. The registration form shall require, ~~but may not be limited to,~~ the following information, at a minimum:

(1) The street address of the vacant structure;

170
171 (2) The type of vacant structure;

172
173 (3) The square footage of each vacant structure;

174
175 (4) The name, residence address, telephone number, and e-mail address,
176 mobile telephone number, and facsimile number of all owners of the vacant structure;

177
178 (5) The name, address, telephone number, and e-mail address, of the person
179 authorized to make or order repairs or services for the vacant structure, if in violation of
180 city or state codes, if the person is other than the owner;

181
182 (6) If an owner resides or is domiciled outside the city, the name, address and
183 telephone number of a person located within the city who is designated to accept all
184 legal notices of fees due or services of process with respect to the vacant structure;

185
186 (7) If the owner is a corporation or a limited liability company, the name(s),
187 address(es), and telephone number(s) of an officer of the corporation or limited liability
188 company who is designated to accept all legal notices of fees due or services of
189 process with respect to the vacant structure;

190
191 (8) If the owner is an estate, the name, address and telephone number of the
192 executor of the estate;

193
194 (9) If the owner is a trust, the name, address and telephone number of the
195 trustee(s) designated to accept all legal notices of fees due or services of process with
196 respect to the vacant structure;

197
198 (10) If the owner is a partnership, the names, addresses and telephone number
199 of all partners with an interest of ten percent or greater;

200
201 (11) If the owner is any other form of unincorporated association, the names
202 addresses and telephone numbers of all principals with an interest of ten percent or
203 greater;

204
205 (12) ~~The registration form may request proof~~ Proof of a liability insurance policy,
206 if any, in force for the protection of surrounding property owners, so as to ensure that
207 the purposes of this article are met;

208
209 (13) The owner's plan for maintenance and repair of the property, including the
210 time within which the owner anticipates completion of all repairs necessary to bring the
211 property into compliance with the City Building Code.

212
213 (c) Amending information. If the registration information collected in accordance
214 with this section changes or becomes inaccurate during the course of any calendar
215 year, it is the responsibility of the owner, responsible party or agent for the same to

contact the building commissioner within 30 days of the occurrence of such change and advise the department of those changes in writing.

(d) Fees. There shall be a fee for each vacant structure subject to registration of the vacant property registry. The fees shall be remitted to the city collector as determined by the following:

~~(1) No fee for a property that is on the vacant property registry for less than one year;~~

~~(2) A \$250.00 fee for a vacant structure that is placed on the vacant property registry; for at least one year but less than two consecutive years~~

~~(3) (2) A \$500.00 fee for a vacant structure that is an abandoned building and is placed on the vacant property registry; on the vacant property registry for at least two consecutive years but less than three years~~

~~(4) A \$750.00 fee for a vacant structure that is on the vacant property registry for at least three consecutive years but less than four years;~~

~~(5) (3) A \$1,000.00 fee for a vacant structure or abandoned building that is on the vacant property registry for twelve consecutive full months at least four consecutive years but less than five years; and~~

~~(6) (4) A \$1,250.00 An additional \$10 fee for each consecutive day that a vacant structure or abandoned building remains on the vacant property registry beyond twelve consecutive months a vacant structure that is on the vacant property registry for at least five years, and each year thereafter.~~

~~For the purposes of this article, a year is 365 days.~~

(e) Dedicated account. All fees collected pursuant to this article shall be deposited into a separate, dedicated account and shall only be used to:

(1) Repair, close or demolish a vacant structure as authorized in W. Va. Code § 8-12-16; or

(2) Improve public safety efforts, especially for police and fire personnel, who most often contend with the dangerous situations manifested in vacant properties; or

(3) Implement, monitor, and administer this article.

(f) Publication. The city may, from time to time and in its reasonable discretion, publish or disclose certain information contained in the vacant property registry, including, but not limited to:

(1) General demographic information about vacant structures registered on the vacant property registry;

(2) The address of vacant structures on the vacant property registry;

(3) The owners of each vacant structure;

(4) The amount of time any vacant structure has been on the vacant property registry; and

(5) The amount of any delinquent fees due under this article, or otherwise due city (e.g. refuse or fire fees) for any vacant structure.

(g) Changes in ownership. A change in ownership of a vacant structure shall not remove the vacant structure from the vacant properties registry or from the requirements of this article, nor shall it renew the time period for the ~~subsection 14-203(c)(4)~~ exemption in subdivision (3), subsection (c) of section 14-203 of this code. Fees arising under ~~subsection 14-203(d)~~ this article shall continue to accrue at the applicable rate until the structure either no longer constitutes a vacant structure or qualifies for an exemption, ~~under subsection 14-203(c)(1)–(3)~~ all transfers of ownership notwithstanding. All fees arising under this article shall run with the property and failure to pay such fees may result in the City filing a lien that attaches upon the property.

Sec. 14-206. - Violations and penalties for failure to register.

The failure or refusal of any owner to register a vacant structure as required by this article, knowingly providing false information or withholding information required to be provided by the registration requirements, or failure to comply with any of the terms of this article shall constitute a ~~violation misdemeanor offense,~~ punishable upon conviction thereof by a fine in the amount of not less than one hundred dollars (\$100.00) nor more than ~~five hundred dollars (\$500.00)~~ one thousand dollars (\$1,000) or confinement of up to 30 days, or both, for each violation. It shall be a separate violation for each month that an owner knowingly fails or refuses to register a vacant structure as required by this article.

Bill No. 7831:

Introduced in Council:

Adopted by Council:

August 5, 2019

Introduced by:

Referred to:

**Becky Ceperley (by request of the Mayor),
Shannon Snodgrass, Chuck Overstreet,
Bruce King, Chad Robinson, Mary Beth Hoover,
Adam Knauff, Brady Campbell, Jeanine Faegre,
Pat Jones**

Planning, Streets and Traffic

Bill No. 7831 - A BILL to amend and reenact Section 14-33 and Section 14-71 of the Municipal Code of the City of Charleston, as amended, all relating to adjusting the penalties for violations of the Building Code and Housing Code by increasing the potential fine and removing the possibility of jail time.

Now, therefore, be it ordained by the Council of the City of Charleston:

Sec. 14-33. - Adoption of state building code; exercise of authority beyond corporate limits.

(a) There is adopted the state building code as authorized by W. Va. Code § 8-12-13 and promulgated pursuant to W. Va. Code § 29-3-5b, and by the State of West Virginia in Title 87, Legislative Rule Series 4 (§ 87-4-1 et seq.), state building code, which are collectively adopted by reference as if fully restated herein, and the provisions of such code sections and regulations shall be controlling within the city.

(b) The following amendments are made and incorporated into the codes adopted by 14-33 subsection (a) herein of this section:

Whenever referenced in the several ICC codes adopted herein, any reference to the International Fire Code should be substituted with the NFPA Life Safety Code 2015 edition.	
The ANSI/ASHRAE/IESNA Standard 90.1-2010 edition for commercial buildings.	
International Building Code 2015:	
Section 101.1	Insert "the City of Charleston"

Section 1612.3	Insert "the City of Charleston" dated "April 3, 1985"
Section 3412.2	Insert "April 30, 2019"
Delete Section 101.4.5 Fire Prevention, in its entirety.	
Delete Section 113.3 Qualifications, in its entirety and replace with the following: 113.3 Qualifications. The Board of Appeals shall consist of five members, with up to three alternates, who are qualified by experience or training to pass on matters pertaining to building construction and are not employees of the jurisdiction. They may include, but are not limited to, a WV Registered Professional Architect or Engineer, or a WV Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical or Fire Protection Contractor, with at least 10 years' experience, five of which shall be in responsible charge or work. No less than one of the members of such Board of Appeals shall be a WV Registered Professional Architect or Engineer, or a WV Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical or Fire Protection Contractor.	
Section 4.1.k.l. Omit references to International Fire Code and substitute NFPA Life Safety Code 2009 Edition.	
International Residential Code for One and Two Family Dwellings 2015:	
Chapter 11 entitled "Energy Efficiency" is exempt from Title 87, Legislative Rule Series.	
Section R101.1	Insert "the City of Charleston"
Section G2415.12(404.10)	Delete and replace with: Minimum Burial Depth. Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade. If the minimum depth cannot be maintained, the piping system shall be installed in conduit or shielded in an approved manner.
Table R301.2(1)	Insert into blank spaces as follows:

	Ground Snow Load - "20 psf" Wind Speed - "115 mph" Seismic Design Category - "C" Weathering - "Severe" Frost Line Depth - "24 inch" Termite - "Moderate to Heavy" Decay - "Slight to Moderate" Winter Design Temperature - "11 degrees" Ice Shield Underlayment - No Flood Hazards - "see FIRM 1985 Floodplain Ordinance" Air Freezing Index - 500 Mean Annual Temp - 54.5 Topographic effects - "No"
Section P2603.6.1	Insert "30 inches" and "12 inches"
Delete Section 303.5.1 Light Activation, in its entirety.	
Delete sections R 311.3.1 Landings at doors in its entirety.	
International Plumbing Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 106.6.2	Insert "See the Building Department Administrative Manual, Appendix A"
Section 106.6.3	In No. 2 Insert "100%" In No. 3 Insert "100%"
Section 108.4	Insert "misdemeanor", " \$500 <u>\$1,000</u> ", " 30 days <u>0 days</u> "
Section 108.5	Amend last sentence in paragraph to read as follows: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall

	be liable for a fine up to \$500.00 <u>\$1,000.00</u> "
Section 305.6.1	Insert "30 inches" and "12 inches"
Section 904.1	Insert "12 inches"
International Mechanical Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 106.5.2	Insert "See the Building Department Administrative Manual, Appendix A"
Section 106.5.3	In No. 2 Insert "100%" In No. 3 Insert "100%"
Section 108.4	Insert "misdemeanor", " \$500 <u>\$1,000</u> ", " 30 days <u>0 days</u> "
Section 108.5	Amend last sentence in paragraph to read as follows: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine up to \$500.00 <u>\$1,000.00</u> "
International Existing Building Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 1301.2	Insert "April 30, 2019"
International Energy Conservation Code 2009:	
Section 101.1	Insert "the City of Charleston"

International Fuel Gas Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 106.6.2	Insert "See the Building Department Administrative Manual, Appendix A"
Section 106.6.3	In No. 2 Insert "100%" In No. 3 Insert "100%"
Section 108.4	Insert "misdemeanor", " \$500 <u>\$1,000</u> ", " 30 days <u>0 days</u> "
Section 108.5	Amend last sentence in paragraph to read as follows: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine up to \$500.00 <u>\$1,000.00</u> "
Section 404.10	Section 404.10 is deleted in its entirety and replaced with the following: "Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade. If the minimum depth cannot be maintained, the piping system shall be installed in conduit or shielded in an approved manner."
International Property Maintenance Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 103.5	Insert "See the Building Department Administrative Manual, Appendix A"
Section 110.3	Modified as follows: Unless authorized by W. Va. Code §8-12-16, or absent

	the express consent of the owner, if the owner of a premises fails to comply with a demolition order within the time prescribed, the legal counsel of the jurisdiction shall institute appropriate action in the Circuit Court of the County in which the property is located against the owner of the premises where the structure is or was located seeking an order causing the structure to be demolished and removed. Thereafter, the local jurisdiction, through an available public agency or by contract or arrangement with private persons, shall demolish and remove the structure and the costs thereof, as well as all fees and costs incurred in the legal action, shall be a lien upon such real estate.
Section 112.4	Amend last sentence in paragraph to read as follows: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine up to \$500.00 <u>\$1,000.00</u>"
Section 302.4	Insert "10 inches"
Section 303.14	Insert "January 1 st to December 31 st "
Section 602.3	Insert "January 1 st to December 31 st "
Section 602.4	Insert "September 1 st to June 1 st "
2014 National Electrical Code, NFPA 70:	
2009 ICC/ANSI A117.1 American National Standards for Accessibility & Usable Buildings and Facilities:	
Title 87 Legislative Rule, State Fire Commission, Series 4 § 87-4-5 Fire Protection of Floors in Residential Buildings 5.1 New one and two family dwellings over one level in height, new one and two family dwellings containing a basement, and new one and two family dwellings	

containing a crawl space containing a fuel burning appliance below the first floor, shall provide one of the following methods for fire protection of floors: (1) A ½ inch (12.7 mm) gypsum wallboard membrane, 5/8 inch (16 mm) wood structural panel membrane, or equivalent on the underside of the floor framing member; (2) Wood floor assemblies using dimension lumber or structural composite lumber equal or greater than 2 inch by 10 inch (50.8 mm by 254 mm) nominal dimension, or other approved floor assemblies demonstrating equivalent fire performance; or (3) An automatic fire sprinkler system as set forth in section R313.2 of the 2009 edition of the International Residential Code for One and Two Family Dwellings, provided that floor assemblies located directly over a space protected by an automatic sprinkler system as set forth in section R313.2 of the 2009 edition of the International Residential Code for One and Two Family Dwellings are exempt from this requirement.

(c) Nothing in this section hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any provision hereby repealed; nor shall any right or remedy of any character be lost, impaired or affected by this chapter.

Sec. 14-71. - Violations and penalty.

Any person who shall violate or fail to comply with any of the provisions of this article shall be deemed guilty of a separate offense for each day or portion of a day during which the offense is committed, continued or permitted; and upon conviction of any such violation or noncompliance, such person shall be punishable by a fine of not more than ~~\$500.00~~ \$1,000.00, notwithstanding the provisions of subsection (c) of ~~Section 1-8 of this code.~~ or by imprisonment for not more than 30 days, or by both such fine and imprisonment: Provided, that, if the penalty prescribed in any of the adopted state codes conflicts, the more stringent penalties shall be imposed.